

# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008  
Property Address: 3 Spectrum Drive MOUNT DUNEED VIC 3217

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 -

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** ..... on ...../...../20.....

Print name of person signing: .....

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

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

**SIGNED BY THE VENDOR** ..... on ...../...../20.....

Print name of person signing... **Stephen Di Pasquale**                      **Melonie Di Pasquale** .....

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

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31 **Sale of Land Act 1962**

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

### Off-the-Plan Sales

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

- You may negotiate with the vendor about the amount of 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.

**PARTICULARS OF SALE**

**VENDOR'S ESTATE AGENT**

**Real Estate Geelong**

52 North Valley Road HIGHTON VIC 3216

Tel:                      Fax:                      Ref:                      Email: wes@realestate-geelong.com.au

**VENDOR**

**Stephen Di Pasquale and Melonie Di Pasquale**

3 Spectrum Drive MOUNT DUNEED VIC 3217

Tel:                      Email:

**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

**Danny Beranic Conveyancing**

of 20 Belmont Street, BELMONT 3216

Tel: 03 5243 6845      Fax:                      Ref: 3920                      Email: conveyancing@dannyberanic.com.au

**PURCHASER**

Tel:                      Email:

**PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

of

Tel:                      Fax:                      Ref:                      Email:

**LAND** (general conditions 3 & 9)

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11637/311	1777	PS 709524

**PROPERTY ADDRESS**

**3 Spectrum Drive Mount Duneed Vic 3217**

**GOODS SOLD WITH THE LAND**  
(general condition 2.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

**PAYMENT** (general condition 11)

Price

Deposit

Balance

\$ \_\_\_\_\_ Payable at settlement

**GST** (general condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box:

\_\_\_\_\_

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern' in this box:

\_\_\_\_\_

If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box:

\_\_\_\_\_

**GST withholding**

Notice is required if taxable supply of residential premises or potential residential land. Special condition 7

Notice required to be given by vendor  Yes  No

Withholding required by purchaser  Yes  No

No withholding for residential premises because	No withholding for potential residential land because
<input checked="" type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

**SETTLEMENT** (general condition 10)

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

**LEASE** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box:

\_\_\_\_\_

in which case refer to general condition 1.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

**TERMS CONTRACT** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then add the words 'terms contract' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

\_\_\_\_\_

## **LOAN** (general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount:

Approval date:

## **SPECIAL CONDITIONS**

This contract does not include any special conditions unless the words 'special conditions' appear in this box:

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

## **Special Conditions**

**Instructions:** it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 5a, 5b, 5c etc.)

### **Special condition 1 – Acceptance of title**

General condition 12.4 is added:

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

### **\*Special condition 1B – Foreign resident capital gains withholding**

\*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.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.
- 1B.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 in this special condition; and
  - (b) ensure that the representative does so.
- 1B.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 special 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 special 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**Special condition 2 – Electronic Conveyancing**

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - 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
  - conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - 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.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- electronically on the next business day, or
  - at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.
- 3.0 If the property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
- 4.0 If a company purchases the property:  
Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and  
The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale
- 5.0 **Certain General Conditions Not Applicable**  
General Conditions 8, 24.4, 24.5, and 24.6 shall not apply to this contract.
- 6.0 **Deposit Bond**  
In this Contract, the word 'Bond' means the original Bond issued to the Vendor at the request of the Purchaser by the bond issuer (the "Guarantor") a deposit bond or irrevocable letter of credit, order or undertaking issued by a bank or financial institution that is acceptable to the Vendor (in its absolute discretion) and in favour of the Vendor for the amount of Deposit upon terms and conditions which are to the satisfaction of the Vendor in its absolute discretion.  
The delivery of the original Bond no later than the time the Deposit is required to be paid under this Contract to the person ("Deposit Holder") nominated in this Contract to hold the Deposit as Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the Deposit in accordance with this Contract.  
On completion of this Contract, the Purchaser shall pay to the Vendor, in addition to all other moneys payable under this Contract, the amount stipulated in this Bond, either by way of Cash or undorsed Cheque drawn by an authorized deposit-taking Institution within the meaning of the Banking Act 1959 of the Commonwealth.  
If the Vendor serves on the Purchaser a Notice of Rescission, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the Deposit (or so much thereof as has not been paid) to the Deposit Holder.  
The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, satisfy the Purchaser's obligation to pay the Deposit under the previous paragraph.

## 7.0 GST Withholding

- 7.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 7.2 This special condition 6A applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 6B is to be taken as relieving the vendor from compliance with section 14-255.
- 7.3 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 7.4 The purchaser must:
- 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 special condition; and
  - ensure that the representative does so.
- 7.5 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:
- 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 special condition on settlement of the sale of the property;
  - 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
  - otherwise comply, or ensure compliance, with this special condition; despite:
  - any contrary instructions, other than from both the purchaser and the vendor; and
  - any other provision in this contract to the contrary.
- 7.6 The representative is taken to have complied with the requirements of special condition 6.5 if:
- settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 7.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- so agreed by the vendor in writing; and
  - the settlement is not conducted through an electronic settlement system described in special condition 6.6.
- However, if the purchaser gives the bank cheque in accordance with this special condition 6.7, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - 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.
- 7.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 7.9 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
  - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 7.10 The vendor warrants that:
- at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 7.11 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:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 6.10; or
  - the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 7.12 This special condition will not merge on settlement.

8. **Rate certificates**

The Purchaser agrees to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. The Vendor will not be obliged to provide cheque details until such time as the copies have been received.

**CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS**

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**TITLE****1. Encumbrances**

- 1.1 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

**2. Vendor warranties**

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

**3. Identity of the land**

- 3.1 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.
- 3.2 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.

**4. Services**

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

**5. Consents**

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

**6. Transfer**



The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

### 7. Release of Security Interest

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise."

### 8. Builder warranty insurance

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the

vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

## **9. General Law Land**

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## **MONEY**

### **10. Settlement**

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### **11. Payment**

- 11.1 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.
- 11.2 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;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

### **12. Stakeholding**

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of S27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

### **13. GST**

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
  - (b) if 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 does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

#### 14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### 15. Adjustments

- 15.1 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.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### TRANSACTIONAL

#### 16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

#### 17. Service

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) 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**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the

expression 'give' or 'serve' or any other expression is used.

#### **18. Nominee**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

#### **19. Liability of signatory**

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

#### **20. Guarantee**

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

#### **21. Notices**

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

#### **22. 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.

#### **23. Terms contract**

23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:

- (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**; 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.

23.2 While any money remains owing 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.

#### **24. Loss or damage before settlement**

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### **25. 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**

##### **26. Interest**

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

##### **27. Default notice**

27.1 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.

27.2 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.

**28. Default not remedied**

28.1 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.

28.2 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.

28.3 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.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

The following Guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

### GUARANTEE and INDEMNITY

I/We, ..... of .....

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

being the Sole Director / Directors of ..... ACN .....

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
Print Name..... )

in the presence of: ) Director (Sign)  
Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
Print Name..... )

in the presence of: ) Director (Sign)  
Witness..... )

# **SECTION 32** **STATEMENT**

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

<b>Vendor:</b>	Stephen Di Pasquale and Melonie Di Pasquale
<b>Property:</b>	3 Spectrum Drive MOUNT DUNEED VIC 3217

**VENDORS REPRESENTATIVE**

Danny Beranic Conveyancing  
PO Box 727  
BELMONT VIC 3216  
Tel: 03 5243 6845  
Email: [conveyancing@dannyberanic.com.au](mailto:conveyancing@dannyberanic.com.au)  
Ref: 3920

SECTION 32 STATEMENT  
3 SPECTRUM DRIVE MOUNT DUNEED VIC 3217

**32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s

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

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

**32B INSURANCE**

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

**32C LAND USE**

(a) **RESTRICTIONS**

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.

- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) **BUSHFIRE**

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

(c) **ROAD ACCESS**

There is access to the Property by Road.

(d) **PLANNING**

Planning Scheme: Greater Geelong Planning Scheme

Responsible Authority: City of Greater Geelong

Zoning: UGZ - Urban Growth Zone

Planning Overlay/s: See attached certificate

**32D NOTICES**

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.



SECTION 32 STATEMENT  
3 SPECTRUM DRIVE MOUNT DUNEED VIC 3217

**32E BUILDING PERMITS**

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

Is contained in the attached.

**32F OWNERS CORPORATION**

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

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

**32H SERVICES**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

**32I TITLE**

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

**ATTACHMENTS**

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

**DATE OF THIS STATEMENT**

/  /20

SECTION 32 STATEMENT  
3 SPECTRUM DRIVE MOUNT DUNEED VIC 3217

**Name of the Vendor**

Stephen Di Pasquale and Melonie Di Pasquale

**Signature/s of the Vendor**

x

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

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

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

# 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 [consumer.vic.gov.au/duediligencechecklist](http://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 - Volume 11637 Folio 311

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

VOLUME 11637 FOLIO 311

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LAND DESCRIPTION

Lot 1777 on Plan of Subdivision 709524N.  
PARENT TITLE Volume 11592 Folio 733  
Created by instrument PS709524N Stage 17 24/02/2016

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
MELONIE DI PASQUALE  
STEPHEN DI PASQUALE both of 13 VILLEA AVENUE GROVEDALE VIC 3216  
AM648352C 22/03/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM648353A 22/03/2016  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS709524N 24/02/2016

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

DIAGRAM LOCATION

SEE PS709524N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	OWNERS CORPORATION RULES	STATUS	DATE
AR831189W		Unregistered	11/01/2019

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

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

Street Address: 3 SPECTRUM DRIVE MOUNT DUNED VIC 3217

ADMINISTRATIVE NOTICES

NIL


eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

OWNERS CORPORATIONS

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The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS709524N

DOCUMENT END

**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd  
Delivered at 19/02/2019, for Order Number 55569780. Your reference: 3920DiPasquale.**

<b>PLAN OF SUBDIVISION</b>		LV USE ONLY <b>EDITION 37</b>	<b>PS 709524N</b>
<b>LOCATION OF LAND</b>  PARISH: DUNEED TOWNSHIP: - SECTION: 12 CROWN ALLOTMENT: K & M & PARTS OF A, B, D, E, F, G, & N CROWN PORTION: 14 (PART)  TITLE REFERENCE: V.8598 F.569, V.8614 F.580, V.9405 F.172, V.10966 F.440, V.11089 F.589, V.11032 F.798, V.11119 F.206 & V.11636 F.692  LAST PLAN REFERENCE: TP405538H LOTS 1 & 2, PS 709601W LOT 1, TP940160V LOT 1, TP892797J LOT 2, TP943196G, LP71534 LOT 2 & PS 690336V LOT 2  POSTAL ADDRESS: 50A WHITES ROAD (AT TIME OF SUBDIVISION) MOUNT DUNEED 3217  MGA94 CO-ORDINATES: E 266 200                      ZONE 55 10% APPROX CENTRE OF                      N 5 765 900                      GDA 94 LAND IN PLAN		CITY OF GREATER GEELONG	
<b>VESTING OF ROADS AND OR RESERVES</b>		<b>NOTATIONS</b>	
SEE SHEET 2 FOR VESTING INFORMATION		RESTRICTIONS HAVE BEEN CREATED IN THIS PLAN. SEE SHEETS 4 & 5.	
<b>NOTATIONS</b>			
DEPTH LIMITATION: DOES NOT APPLY			
STAGING: THIS IS A STAGED SUBDIVISION. PLANNING PERMIT No. 496/2012  SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) N/A IN PROCLAIMED SURVEY AREA No. N/A			
LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAIL			
<b>EASEMENT INFORMATION</b>			
SEE SHEET 3 FOR EASEMENT INFORMATION			
 LICENSED LAND SURVEYORS & ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 45 Southbank Boulevard Southbank VIC 3006 T 03 9203 8000 F 03 9203 8099 www.calbregroup.com		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 77 SHEETS
ZOIS ARAVANIS, LICENSED SURVEYOR		THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN	
REF: M100611/COMP      VERSION:		GL 16/9/18	

**PS 709524N**

**VESTING OF ROADS AND OR RESERVES**

IDENTIFIER	COUNCIL/BODY/PERSON	IDENTIFIER	COUNCIL/BODY/PERSON
ROADS R-1 & R-57 ROADS R-2 TO R-18, R-23, R-28 TO R-32 & R-37	ROADS CORPORATION CITY OF GREATER GEELONG	RESERVE No.1 RESERVE No.2 RESERVE No.3 RESERVE No.4 RESERVE No.5 RESERVE No.6 RESERVE No.7 RESERVE No.8 RESERVE No.9 RESERVE No.10 RESERVE No.11 RESERVE No.12 RESERVE No.13 RESERVE No.15 RESERVE No.14 RESERVE No.16 RESERVE No.17 RESERVE No.20 RESERVE No.99 RESERVE No.100 RESERVE No.350	POWERCOR AUSTRALIA LIMITED CITY OF GREATER GEELONG POWERCOR AUSTRALIA LIMITED POWERCOR AUSTRALIA LIMITED CITY OF GREATER GEELONG CITY OF GREATER GEELONG POWERCOR AUSTRALIA LIMITED CITY OF GREATER GEELONG POWERCOR AUSTRALIA LIMITED POWERCOR AUSTRALIA LIMITED CITY OF GREATER GEELONG POWERCOR AUSTRALIA LIMITED POWERCOR AUSTRALIA LIMITED CITY OF GREATER GEELONG CITY OF GREATER GEELONG CITY OF GREATER GEELONG CITY OF GREATER GEELONG POWERCOR AUSTRALIA LIMITED POWERCOR AUSTRALIA LIMITED BARWON REGION WATER CORPORATION



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ORIGINAL SHEET  
 SIZE: A3

SHEET 2

ZOIS ARAVANIS, LICENSED SURVEYOR



**PS 709524N**

**EASEMENT INFORMATION**

A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

NONE OF THE EASEMENTS AND RIGHTS MENTIONED IN SUB-SECTION (2) OF SECTION 12 OF THE SUBDIVISION ACT 1988 ARE IMPLIED OVER ANY OF THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1 & E-3	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF GREATER GEELONG
E-2, E-3 & E-3B	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	THIS PLAN - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-4 & E-6	DRAINAGE	SEE PLAN	PS 731544F	CITY OF GREATER GEELONG
E-5 & E-6	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 731544F - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-7 & E-9	DRAINAGE	SEE PLAN	PS 731545D	CITY OF GREATER GEELONG
E-8 & E-9	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 731545D - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-10 & E-3B	WATER SUPPLY	SEE PLAN	AJ034456P	BARWON REGION WATER CORPORATION
E-11 & E-13	DRAINAGE	SEE PLAN	PS 731535G	CITY OF GREATER GEELONG
E-12 & E-13	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 731535G - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-15	DRAINAGE	SEE PLAN	PS 731544F	CITY OF GREATER GEELONG
E-14 & E-15	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 731544F - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-16 & E-18	DRAINAGE	SEE PLAN	PS 741827L	CITY OF GREATER GEELONG
E-17 & E-18	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 741827L - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-19	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 741855F - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-20	CARRIAGEWAY	SEE PLAN	THIS PLAN	CITY OF GREATER GEELONG
E-21 & E-23	DRAINAGE	SEE PLAN	PS 731543H	CITY OF GREATER GEELONG
E-22 & E-23	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 731543H - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-24	DRAINAGE	SEE PLAN	PS 741855F	CITY OF GREATER GEELONG
E-25	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 741865C - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-26 & E-28	DRAINAGE	SEE PLAN	PS 749789X	CITY OF GREATER GEELONG
E-27 & E-28	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 749789X - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-29 & E-31	DRAINAGE	SEE PLAN	PS 749790P	CITY OF GREATER GEELONG
E-30 & E-31	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 749790P - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-32 & E-34	DRAINAGE	SEE PLAN	PS 749795D	CITY OF GREATER GEELONG
E-33 & E-34	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 749795D - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION
E-35 & E-37	DRAINAGE	SEE PLAN	PS 749794F	CITY OF GREATER GEELONG
E-36 & E-37	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS 749794F - Section 136 Water Act 1989	BARWON REGION WATER CORPORATION



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 www.calbrereg.com.au

ORIGINAL SHEET  
 SIZE: A3

SHEET 3

ZOIS ARAVANIS, LICENSED SURVEYOR

REF: M100611/COMP VERSION:

GL 27/11/18

**FOR DESCRIPTION OF RESTRICTIONS SEE SHEET 5**

**PS 709524N**

Creation of Restriction No.	LAND TO BE BURDENED	LAND TO BENEFIT	EXPIRY DATE OF RESTRICTION
1	LOTS 101 - 140	LOTS 101 - 140	10 YEARS AFTER REGISTRATION OF PS709524 (STAGE 1)
2	LOTS 201 - 226	LOTS 201 - 226	10 YEARS AFTER REGISTRATION OF PS709524N/S2
3	LOTS 301 - 322	LOTS 301 - 322	10 YEARS AFTER REGISTRATION OF PS709524N/S3
4	LOTS 401 - 436	LOTS 401 - 436	10 YEARS AFTER REGISTRATION OF PS709524N/S4
5	LOTS 501 - 528	LOTS 501 - 528	10 YEARS AFTER REGISTRATION OF PS709524N/S5
6	LOTS 601 - 617	LOTS 601 - 617	10 YEARS AFTER REGISTRATION OF PS709524N/S6
10	LOTS 1001 - 1036	LOTS 1001 - 1036	10 YEARS AFTER REGISTRATION OF PS709524N/S10
11	LOTS 1101 - 1147	LOTS 1101 - 1147	10 YEARS AFTER REGISTRATION OF PS709524N/S11
7	LOTS 700-735	LOTS 700-735	10 YEARS AFTER REGISTRATION OF PS709524N/S7
8	LOTS 801-853	LOTS 801-853	10 YEARS AFTER REGISTRATION OF PS709524N/S8
9	LOTS 901-942	LOTS 901-942	10 YEARS AFTER REGISTRATION OF PS709524N/S9
12	LOTS 1201-1218	LOTS 1201-1218	10 YEARS AFTER REGISTRATION OF PS709524N/S12
16	LOTS 1701-1718	LOTS 1701-1718	10 YEARS AFTER REGISTRATION OF PS709524N/S16
16A	LOT 1710	LOT 1711	NOT APPLICABLE
13	LOTS 1301,1302,1305-1308 & 1314-1330	LOTS 1301,1302,1305-1308, 1314-1330,1335,1336,1338-1346, 1351-1364,1367-1392,1398 & 13101-13103	10 YEARS AFTER REGISTRATION OF PS709524N/S13
13A	LOTS 1303,1304,1309-1313, 1331-1334,1337,1347-1350,1365, 1366,1393-1397,1399 & 13104-13108	LOTS 1302,1305,1314,1315, 1328-1330,1335,1336,1338,1346, 1351,1364,1398 & 13101-13103	NOT APPLICABLE
28	LOTS 2801,2802,2804-2826, 2836-2844,2849-2858 & 2867-2873	LOTS 2801,2802,2804-2826, 2836-2844,2849-2858 & 2867-2873	10 YEARS AFTER REGISTRATION OF PS709524N/S28
28A	LOTS 2803 & 2845-2848	LOTS 2803 & 2845-2848	NOT APPLICABLE
29	LOTS 2901-2913,2915-2917 & 2924-2932	LOTS 2901-2913,2915-2917 & 2924-2932	10 YEARS AFTER REGISTRATION OF PS709524N/S29
29A	LOTS 2914 & 2918	LOTS 2913,2915,2917 & 2919	NOT APPLICABLE
17	LOTS 1719-1781	LOTS 1719-1781	10 YEARS AFTER REGISTRATION OF PS709524N/S17
17A	LOTS 1731,1763 & 1771-1776	LOTS 1729,1730,1732,1749,1762 & 1768-1777	NOT APPLICABLE
30	LOTS 3001-3004, 3006, 3009-3021 & 3026-3034	LOTS 3001-3004, 3006, 3009-3021 & 3026-3034	10 YEARS AFTER REGISTRATION OF PS709524N/S30
30A	LOTS 3005, 3007, 3008, 3022-3025 & 3035-3039	LOTS 3005, 3007, 3008, 3022-3025 & 3035-3039	NOT APPLICABLE
23	LOTS 2301-2359 & 2362	LOTS 2301-2359 & 2362	10 YEARS AFTER REGISTRATION OF PS709524N/S23
14	LOTS 1401-1415, 1417-1429 & 1435-1454	LOTS 1401-1415, 1417-1429 & 1435-1454	10 YEARS AFTER REGISTRATION OF PS709524N/S14
14A	LOTS 1416 & 1430-1434	LOTS 1415, 1417 & 1429-1435	NOT APPLICABLE
31	LOTS 3101 & 3113-3132	LOTS 3101 & 3113-3132	10 YEARS AFTER REGISTRATION OF PS709524N/S31
15	LOTS 1501-1506 & 1508-1519	LOTS 1501-1506 & 1508-1519	10 YEARS AFTER REGISTRATION OF PS709524N/S15
15A	LOT 1507	LOT 1506	NOT APPLICABLE
15B	LOTS 1501-1504, 1510-1513, 1518 & 1519	LOTS 1501-1504, 1510-1513, 1518 & 1519	NOT APPLICABLE
32	LOTS 3201-3216 & 3234-3240	LOTS 3201-3216 & 3234-3240	10 YEARS AFTER REGISTRATION OF PS709524N/S32
32A	LOTS 3241-3245	LOTS 3241-3245	NOT APPLICABLE
34	LOTS 3405-3408, 3410, 3411 & 3413-3423	LOTS 3405-3408, 3410, 3411 & 3413-3423	10 YEARS AFTER REGISTRATION OF PS709524N/S32
34A	LOTS 3401-3404	LOTS 3401-3404	NOT APPLICABLE



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 F 03 9203 9099  
 www.calbregrp.com

ORIGINAL SHEET  
 SIZE: A3

SHEET 4

ZOIS ARAVANIS, LICENSED SURVEYOR

**PS 709524N**

**DESCRIPTION OF RESTRICTIONS 1-15, 16, 17, 23, 28-32 & 34**

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF A LOT ON THIS PLAN OF SUBDIVISION HIS HEIRS EXECUTORS ADMINISTRATORS AND TRANSFEREES SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PART OR PARTS THEREOF:

- (i) BUILD OR CAUSE TO BE BUILT OR ALLOW TO BE BUILT OR ALLOW TO REMAIN MORE THAN ONE PRIVATE DWELLING-HOUSE (WHICH EXPRESSION SHALL INCLUDE A HOUSE, APARTMENT, UNIT OR FLAT);
- (ii) BUILD OR CAUSE TO BE BUILT OR ALLOW TO BE BUILT OR ALLOW TO REMAIN A DWELLING-HOUSE OR ANY OTHER IMPROVEMENTS, OR CARRY OUT CAUSE TO BE CARRIED OUT OR ALLOW TO BE CARRIED OUT ANY BUILDING OR CONSTRUCTION WORKS ON THE LOT UNLESS:
  - (A) COPIES OF BUILDING PLANS, ELEVATIONS, ROOF PLAN, SITE PLAN (INCORPORATING SET-BACK FROM ALL BOUNDARIES, BUILDING ENVELOPE, EXISTING CONTOUR, PROPOSED FINISHED FLOOR LEVELS AND SITE LEVELS, ALL PROPOSED DRIVEWAYS AND PATHS, DETAILS OF FENCES AND OUTBUILDINGS AND LANDSCAPING) AND SCHEDULE OF EXTERNAL COLOURS AND MATERIALS ("PLANS") HAVE BEEN SUBMITTED TO THE DESIGN ASSESSMENT PANEL CARE OF STEPHAN P. KOSA & ASSOCIATES P/L, PO BOX 356, MONT ALBERT, VIC 3127 OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME;
  - (B) THE PLANS COMPLY WITH THE APPROVED DESIGN GUIDELINES AND BUILDING ENVELOPES ISSUED IN ACCORDANCE WITH PLANNING PERMIT 496-2012 OR ANY SUBSEQUENT PERMIT, A COPY OF WHICH CAN BE OBTAINED FROM THE WEBSITE AT [www.armstrongmtduneeed.com.au](http://www.armstrongmtduneeed.com.au); AND
  - (C) THE DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME HAS GIVEN ITS WRITTEN APPROVAL TO THE PLANS PRIOR TO THE COMMENCEMENT OF WORKS;
- (iii) BUILD OR CAUSE TO BE BUILT OR ALLOW TO BE BUILT OR ALLOW TO REMAIN STANDING A DWELLING-HOUSE WITH A FLOOR AREA OF LESS THAN:
  - (A) 180 SQUARE METRES IN THE CASE OF A LOT HAVING AN AREA OF 500 SQUARE METRES OR GREATER; OR
  - (B) 130 SQUARE METRES IN THE CASE OF A LOT HAVING AN AREA OF 400 SQUARE METRES OR GREATER BUT LESS THAN 500 SQUARE METRES; OR
  - (C) 100 SQUARE METRES IN THE CASE OF A LOT HAVING AN AREA OF 300 SQUARE METRES OR GREATER BUT LESS THAN 400 SQUARE METRES; OR
  - (D) 75 SQUARE METRES IN THE CASE OF A LOT HAVING AN AREA OF LESS THAN 300 SQUARE METRES.

FOR THE PURPOSES OF CALCULATING THE FLOOR AREA OF A DWELLING HOUSE THE AREA OF THE GARAGES, TERRACES, PERGOLAS OR VERANDAHs SHALL BE EXCLUDED.

- (iv) BUILD OR CAUSE TO BE BUILT OR ALLOW TO BE BUILT OR ALLOW TO REMAIN ANY FENCING:
  - (A) ALONG A FRONT STREET BOUNDARY; OR
  - (B) BETWEEN THE FRONT STREET BOUNDARY AND THE BUILDING LINE; OR
  - (C) UPON A SIDE OR REAR BOUNDARY OF A LOT EXCEPT A FENCE:
    - a. WHICH IS CONSTRUCTED OF TIMBER PALINGS WITH EXPOSED POSTS CAPPED ACROSS THE TOP OF THE PALINGS; AND
    - b. WHICH DOES NOT EXCEED 1.8 METRES IN HEIGHT EXCLUDING A SCREEN ERECTED TO MEET THE REQUIREMENTS OF PART 4 OF THE BUILDING REGULATIONS 2008 IN RELATION TO OVERLOOKING.
- (v) SUBDIVIDE OR CAUSE TO SUBDIVIDE OR ALLOW TO BE SUBDIVIDED THE BURDENED LAND.
- (vi) ALLOW ANY OF THE ABOVE RESTRICTIONS TO BE CHANGED OR AMENDED UNLESS OTHERWISE APPROVED IN WRITING BY THE RESPONSIBLE AUTHORITY AND THE DESIGN ASSESSMENT PANEL.

**DESCRIPTION OF RESTRICTIONS 13A, 14A, 15A, 16A, 17A, 28A, 29A, 30A, 32A & 34A**

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF A LOT ON THIS PLAN OF SUBDIVISION HIS HEIRS EXECUTORS ADMINISTRATORS AND TRANSFEREES SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PART OR PARTS THEREOF:


- (i) CONSTRUCT OR EXTEND ANY DWELLING OR ALLOW THE CONSTRUCTION OR EXTENSION OF ANY DWELLING UNLESS IT HAS BEEN ASSESSED FOR COMPLIANCE AGAINST THE SMALL LOT HOUSING CODE. FOR THE PURPOSES OF ASSESSMENT AGAINST THE SMALL LOT HOUSING CODE, ALL BURDENED LOTS ARE TO BE ASSESSED AS TYPE B LOTS.
- (ii) CONSTRUCT OR EXTEND ANY DWELLING OR ALLOW THE CONSTRUCTION OR EXTENSION OF ANY DWELLING UNLESS THE PLANS COMPLY WITH THE RELEVANT CLAUSES OF THE APPROVED DESIGN GUIDELINES, A COPY OF WHICH CAN BE OBTAINED FROM THE WEBSITE AT [www.armstrongmtduneeed.com.au](http://www.armstrongmtduneeed.com.au)

**DESCRIPTION OF RESTRICTION 15B**

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT AND MUST NOT PERMIT ANY OTHER PERSON UNDER ITS CONTROL OR DIRECTION TO:

1. CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY DWELLING ON A BURDENED LOT EXCEPT IN ACCORDANCE WITH THE FOLLOWING SPECIFICATION:
  - A. EXTERNAL WALLS TO BE CONSTRUCTED OF BRICK VENEER WITH ANY LIGHT-WEIGHT INFILLS TO BE CLAD WITH COMPRESSED FIBRE CEMENT SHEET OF NOT LESS THAN 9 MILLIMETRES THICK.
  - B. THE ROOF MUST BE OF CEMENT TILE OR OF NOT LESS THAN 6 MILLIMETRE STEEL ROOFING.
  - C. CEILINGS:
    - (i) BEDROOM CEILINGS ARE TO BE LINED WITH 2 LAYERS OF PLASTERBOARD OF NOT LESS THAN 13 MILLIMETRES THICKNESS.
    - (ii) CEILINGS TO OTHER SPACES ARE TO BE LINED WITH 1 LAYER OF PLASTERBOARD OF NOT LESS THAN 10 MILLIMETRES THICKNESS.
    - (iii) ALL CEILINGS ARE TO BE INSULATED BY MEANS OF 14KG/CUBIC METRE GLASSWOOL OR POLYESTER BATTS OF NOT LESS THAN 200 MILLIMETRES THICK.
  - D. WINDOWS ARE TO BE OF SINGLE LAMINATED PANE OR DOUBLE GLAZING WITH 6/8/4 CONFIGURATION SEALED BY TIGHT FITTING RUBBER OR NEOPRENE COMPRESSION SEALS.
  - E. DOORS:
    - (i) ANY DOOR ON A FACADE FACING TO THE NORTH MUST BE A SOLID-CORE TIMBER DOOR WITH ACOUSTIC SEALS AND MUST BE NOT LESS THAN 40 MILLIMETRES THICK.
    - (ii) ON OTHER FACADES ANY DOOR CONTAINING GLAZING, SUCH GLAZING MUST BE OF SINGLE LAMINATED PANE OR DOUBLE GLAZING WITH 6/8/4 CONFIGURATION SEALED BY TIGHT FITTING RUBBER OR NEOPRENE COMPRESSION SEALS.
  - F. VENTILATION:
 

PROVISION SHOULD BE MADE FOR THE MAINTENANCE OF ADEQUATE VENTILATION WHEN THE WINDOWS AND DOORS FACING NORTH ARE CLOSED.
2. CONSTRUCTION OF DWELLINGS MAY VARY FROM THESE SPECIFICATIONS PROVIDED THAT WRITTEN ADVICE IS FIRST OBTAINED FROM A QUALIFIED ACOUSTIC CONSULTANT WHICH CONFIRMS THAT THE ALTERNATIVE TREATMENT IS OF EQUIVALENT EFFECTIVENESS OR MORE EFFECTIVE IN ACHIEVING ACCEPTABLE INTERNAL NOISE LEVELS.

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (NBLB) PTY LTD Level 12, 55 Southbank Boulevard Southbank VIC 3006 T 03 8203 9040 F 03 8203 9039 www.calbregroup.com</p>	<p>ORIGINAL SHEET SIZE: A3</p>		<p>SHEET 5</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF. M100611/COMP VERSION: 01 21/11/18</p>			

**PS 709524N**

**LOT INDEX**

LOT	SHEET	LOT	SHEET
101-140	21 & 22	S699	9, 28 & 29
201-226	23	S700 & S701	8, 9 & 63
301-322	24	S702	8, 13, 18, 34, 35, 37-42 & 69
401-436	25 & 26	CC	18
501-520	27	EA	18
601-617	28 & 29	EB	18
700-735	34-36	A17	20
801-853	37-39	A	13
901-942	40 & 41		
1001-1036	30 & 31		
1101-1147	32 & 33		
1201-1218	42		
1301-1399 & 13100-13108	42, 44-47		
1401-1454	61 & 62		
1501-1519	65		
1701-1781	43, 53 & 54		
1801-1862	55 & 56		
1901-1949 & 1964	66 & 67		
2001-2049	70		
2101-2154	71		
2201-2278	74-77		
2301-2363	59 & 60		
2801-2873	48-50		
2901-2946	51 & 52		
3001-3039	57 & 58		
3101-3138	64		
3201-3218 & 3232-3245	68		
50 & S500	8		
S2	14		
S23	8, 9, 14, 21 & 22		
S44	22		
S48	12 & 60		
S50	17		
S56	19		
S57	19, 20, 43, 53 & 54		
S58	19		
S59	13, 44, 61		
S62	13, 44, 45, 46		
S63	13, 45, 46		
S64	13, 46		



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ORIGINAL SHEET  
 SIZE: A3

SHEET 6

ZOIS ARAVANIS, LICENSED SURVEYOR

**PS 709524N**

**LOT INDEX - RESERVES**

LOT	SHEET	LOT	SHEET	LOT	SHEET	LOT	SHEET
Reserve No.1	22						
Reserve No.2	14						
Reserve No.3	26						
Reserve No.4	25						
Reserve No.5	15						
Reserve No.6	17						
Reserve No.7	35						
Reserve No.8	9						
Reserve No.9	42						
Reserve No.10	45						
Reserve No.11	46						
Reserve No.12	51						
Reserve No.13	54						
Reserve No.14	14 & 15						
Reserve No.15	57						
Reserve No.16	57						
Reserve No.17	69						
Reserve No.20	16						
Reserve No.21	75						
Reserve No.22	74						
Reserve No.99	29						
Reserve No.100	29						
Reserve No.350	8						



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 Level 2, 58 Southbank Boulevard  
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 T 03 9288 9000  
 F 03 9283 9059  
 www.calibregroup.com

REF: **M100611/COMP** VERSION: \_\_\_\_\_ CL 21/11/18

**ZOIS ARAVANIS, LICENSED SURVEYOR**

**ORIGINAL SHEET**  
 SIZE: **A3**

**SHEET 7**

PS 709524N

MGA 94  
ZONE 55

SEE KEY PLAN 3  
ON SHEET 11

BOUNDARY ROAD

S702 (PT)

RESERVE No.17

SEE KEY PLAN 4  
ON SHEET 12

SEE KEY PLAN 2  
ON SHEET 10

S58

275°47'50"

7°13'50"

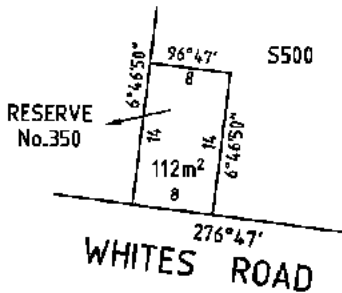
67-84

6°47'

6-50

S50

ENLARGEMENTS:  
NOT TO SCALE



SEE KEY PLAN 1  
ON SHEET 9

S500

18-60ha

WHITES ROAD

ENLARGEMENT:  
NOT TO SCALE



SEE SHEETS 6 & 7 FOR LOT INDEX

**calbre**  
CALBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALBRE CONSULTING (MELB) PTY LTD  
Level 2, 55 Southbank Boulevard  
Southbank VIC 3003

T 03 9203 9000  
F 03 9203 9099  
www.calbregroup.com

REF: M100611/COMP VERSION: 6L 28/11/18

SCALE  
1:8000

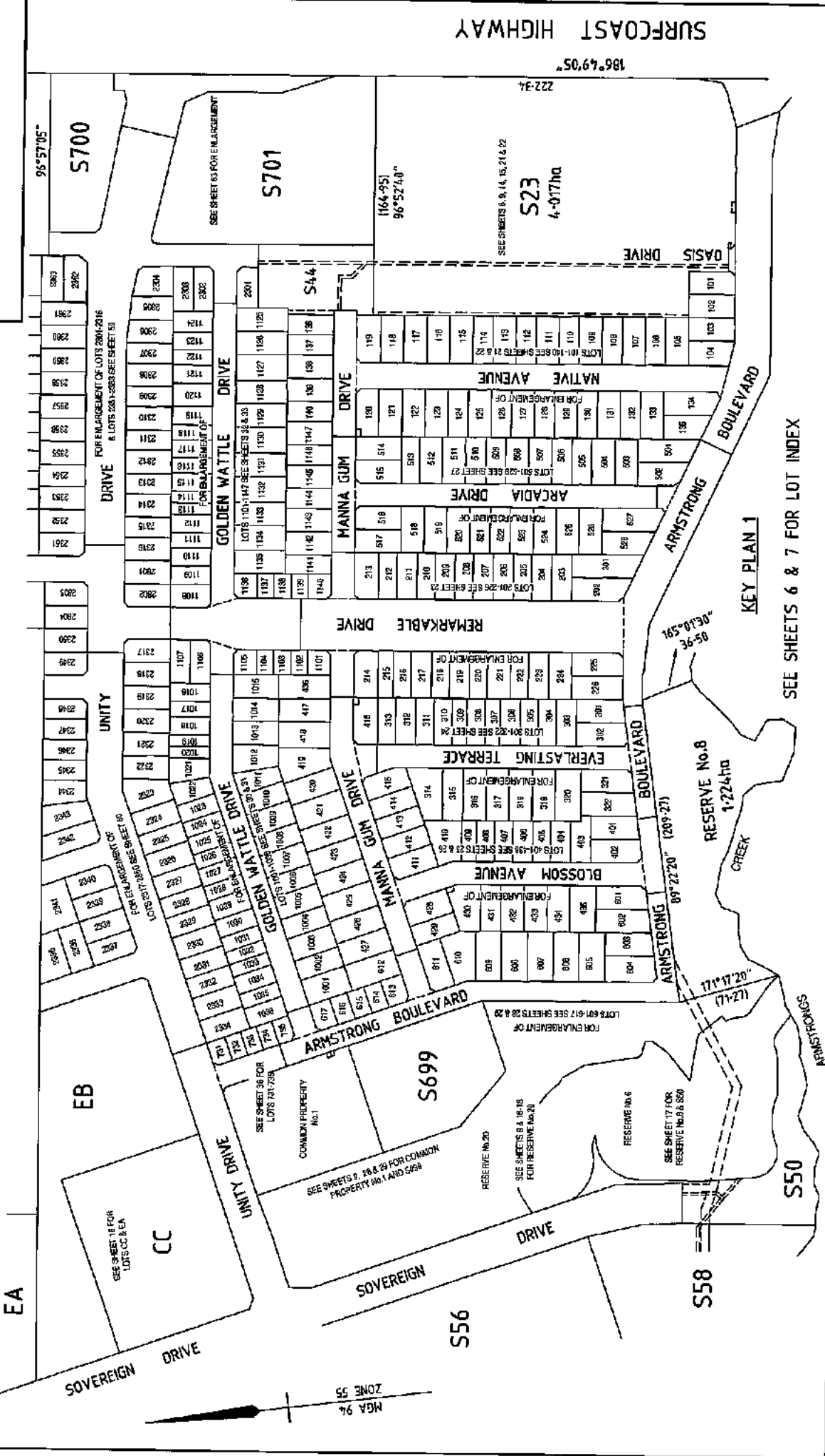
LENGTHS ARE IN METRES

ZOIS ARAVANIS, LICENSED SURVEYOR

ORIGINAL SHEET  
SIZE: A3

SHEET 8

PS 709524N



KEY PLAN 1

SEE SHEETS 6 & 7 FOR LOT INDEX

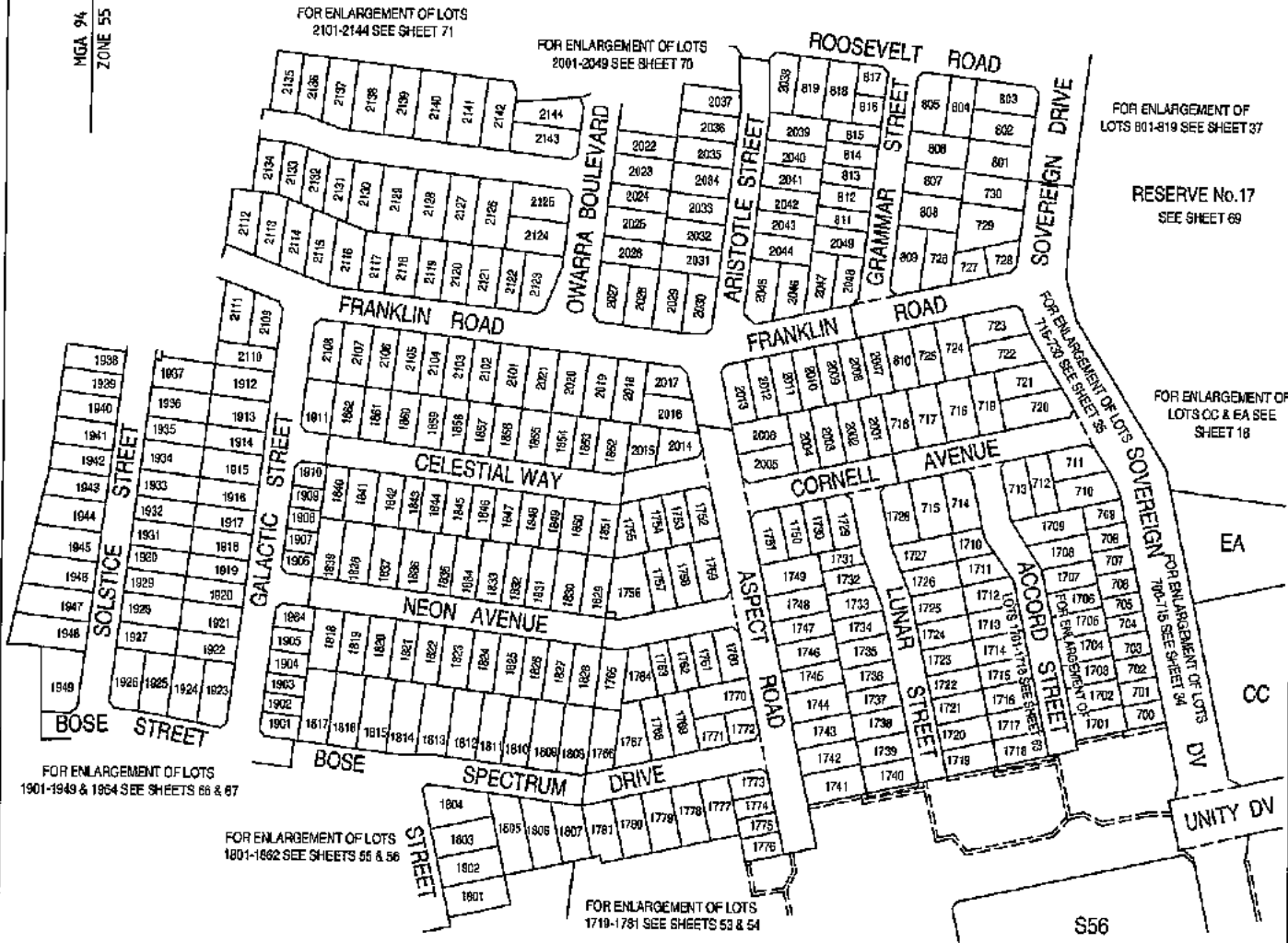
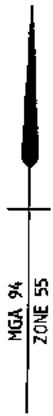
SCALE	25	30	35	40	45	50	55	60
	1:2500	1:2700	1:2900	1:3100	1:3300	1:3500	1:3700	1:3900
ORIGINAL SHEET SIZE:	A3							
SHEET 9								

2015 ARAYANIS, LICENSED SURVEYOR

LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (AUSTRALIA) PTY LTD  
Level 2, 55 Southbank Boulevard  
Southbank VIC 3006  
T 03 8203 8000  
F 03 8203 9015  
www.calbregroup.com.au


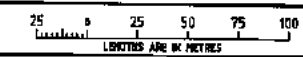
REF: M100611/COMP VERSION: 6 21/12/19

PS 709524N



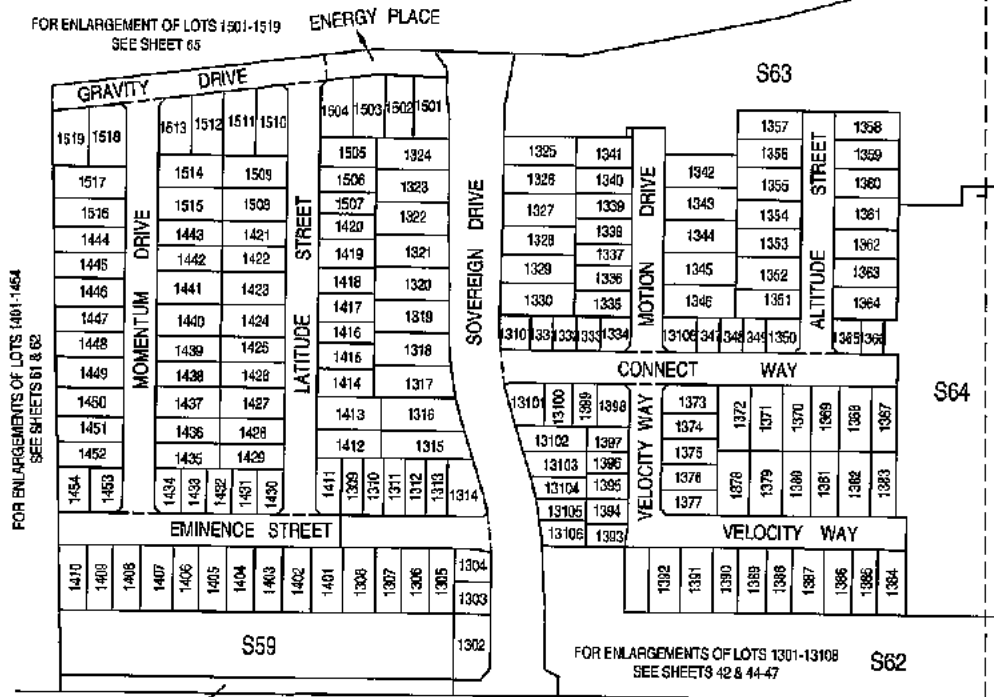
KEY PLAN 2

SEE SHEETS 6 & 7 FOR LOT INDEX

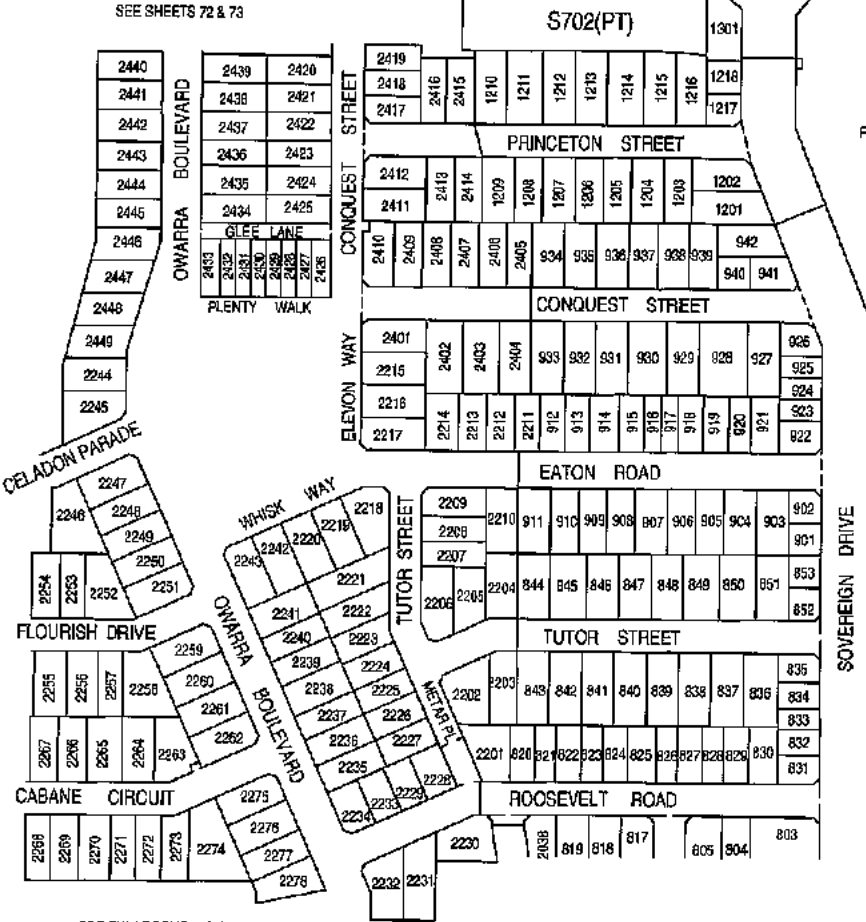
 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (A/ELB) PTY LTD Level 2, 85 Southbank Boulevard Southbank VIC 3006 T 03 9208 9000 F 03 9203 9699 www.calibregroup.com</p>	<p>SCALE 1:2500</p>  <p>25 0 25 50 75 100 METRES ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 10</p>
	<p>2018 ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP VERSION: 01.2V/18/19</p>			



PS 709524N



FOR ENLARGEMENTS OF LOTS 2401-2440 SEE SHEETS 72 & 73



FOR ENLARGEMENTS OF LOTS 2201-2278 SEE SHEETS 74-77

KEY PLAN 3

SEE SHEETS 6 & 7 FOR LOT INDEX

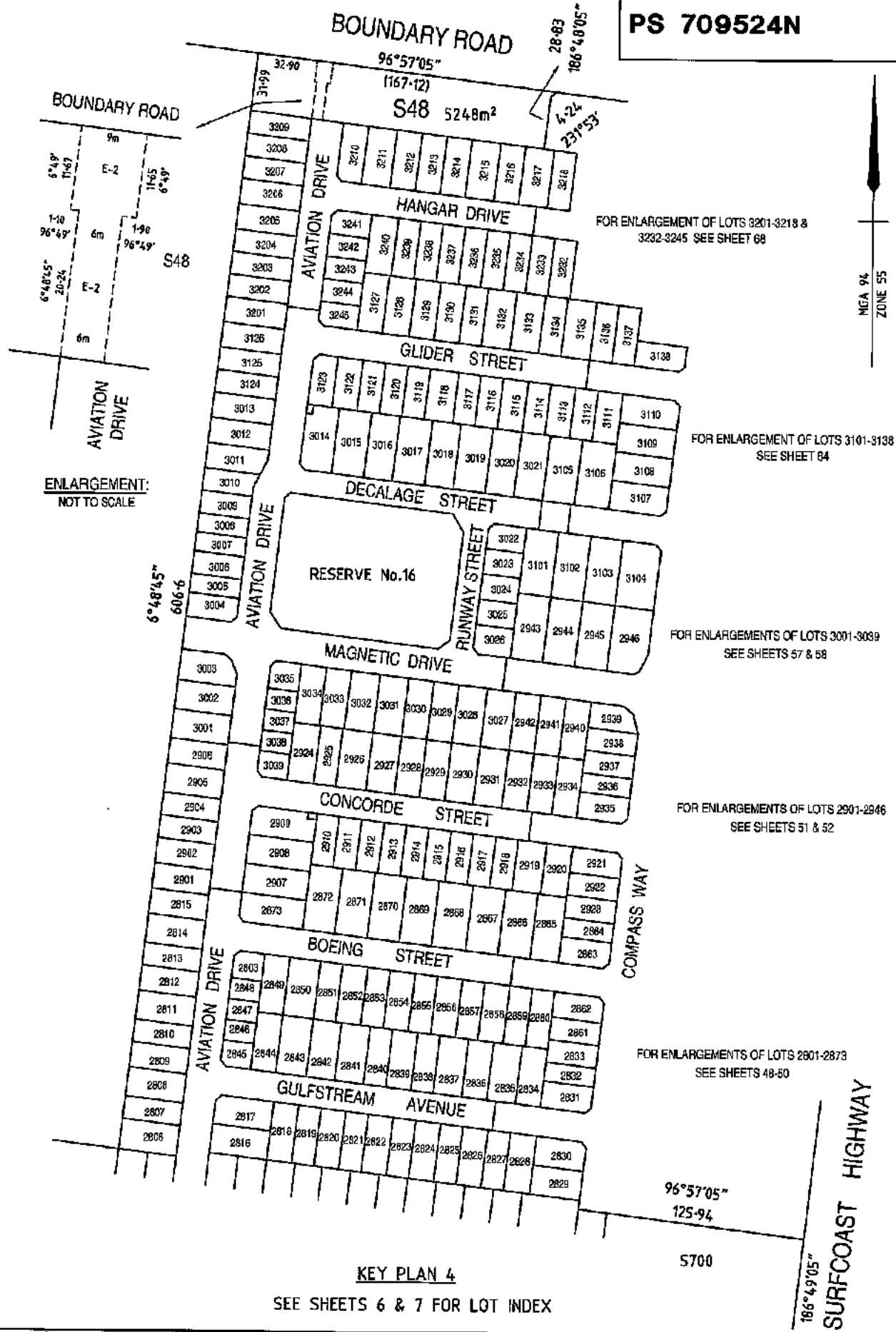
**calbre**  
 CALBRE GROUP  
 LICENSED LAND SURVEYORS & ENGINEERS  
 CALBRE CONSULTING (MELB) PTY LTD  
 Level 2, 55 Southbank Boulevard  
 Southbank VIC 3006  
 T 03 9203 9046  
 F 03 9203 9099  
 www.calbregroup.com

SCALE 1:2500  
  
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3  
 SHEET 11

ZOIS ARAVANIS, LICENSED SURVEYOR

PS 709524N



KEY PLAN 4

SEE SHEETS 6 & 7 FOR LOT INDEX

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Level 2, 55 Southbank Boulevard  
Southbank VIC 3006

T 03 9203 9000  
F 03 9203 9089  
www.calbregroup.com

SCALE 1:2000

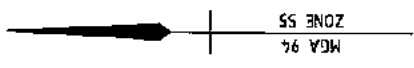
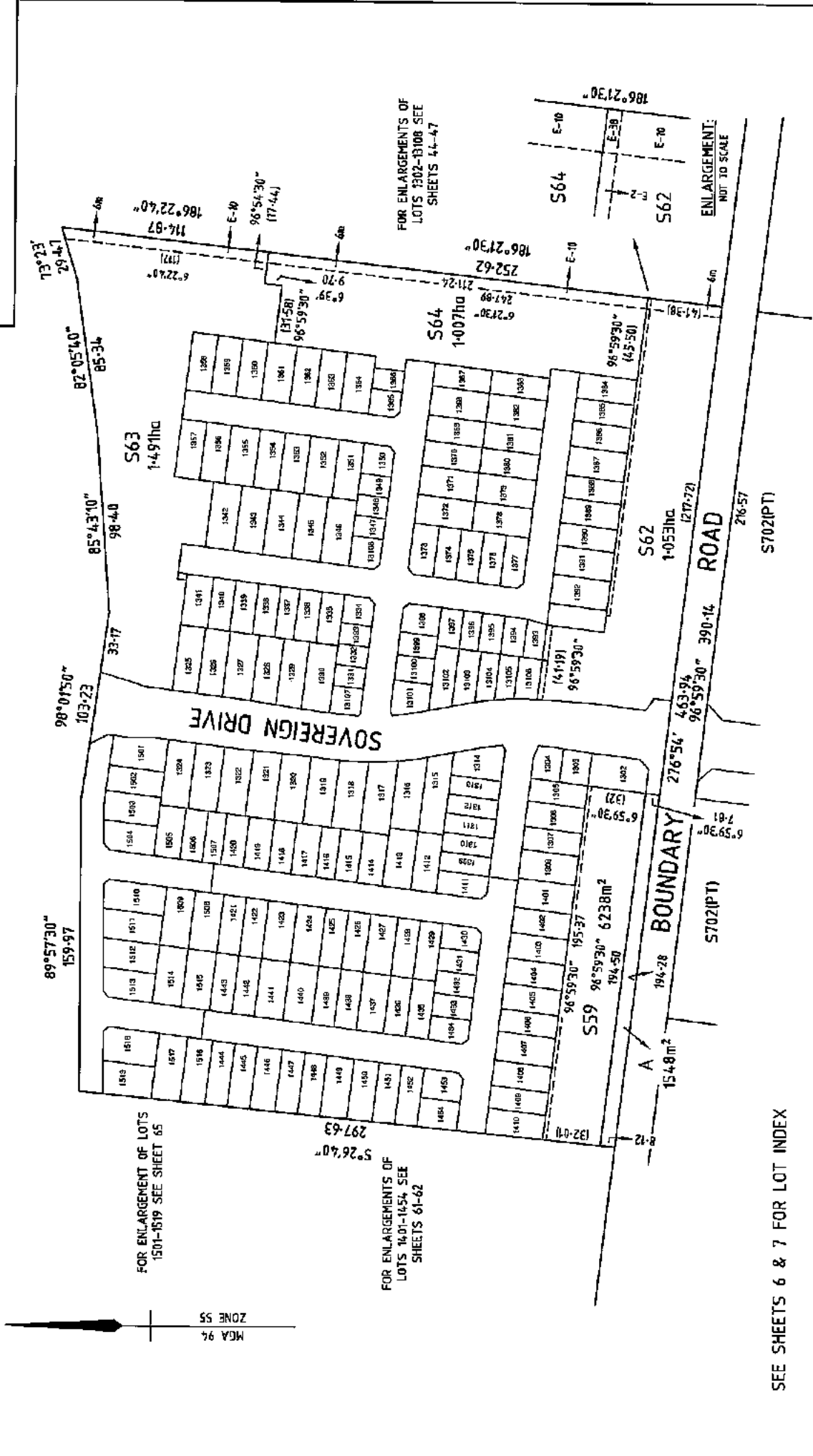
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 12

ZOIS ARAVANIS, LICENSED SURVEYOR

PS 709524N




FOR ENLARGEMENT OF LOTS 1501-1519 SEE SHEET 65

297.63  
5°26'40"

FOR ENLARGEMENTS OF LOTS 16-01-16-54 SEE SHEETS 61-62

FOR ENLARGEMENTS OF LOTS 1302-13108 SEE SHEETS 44-47

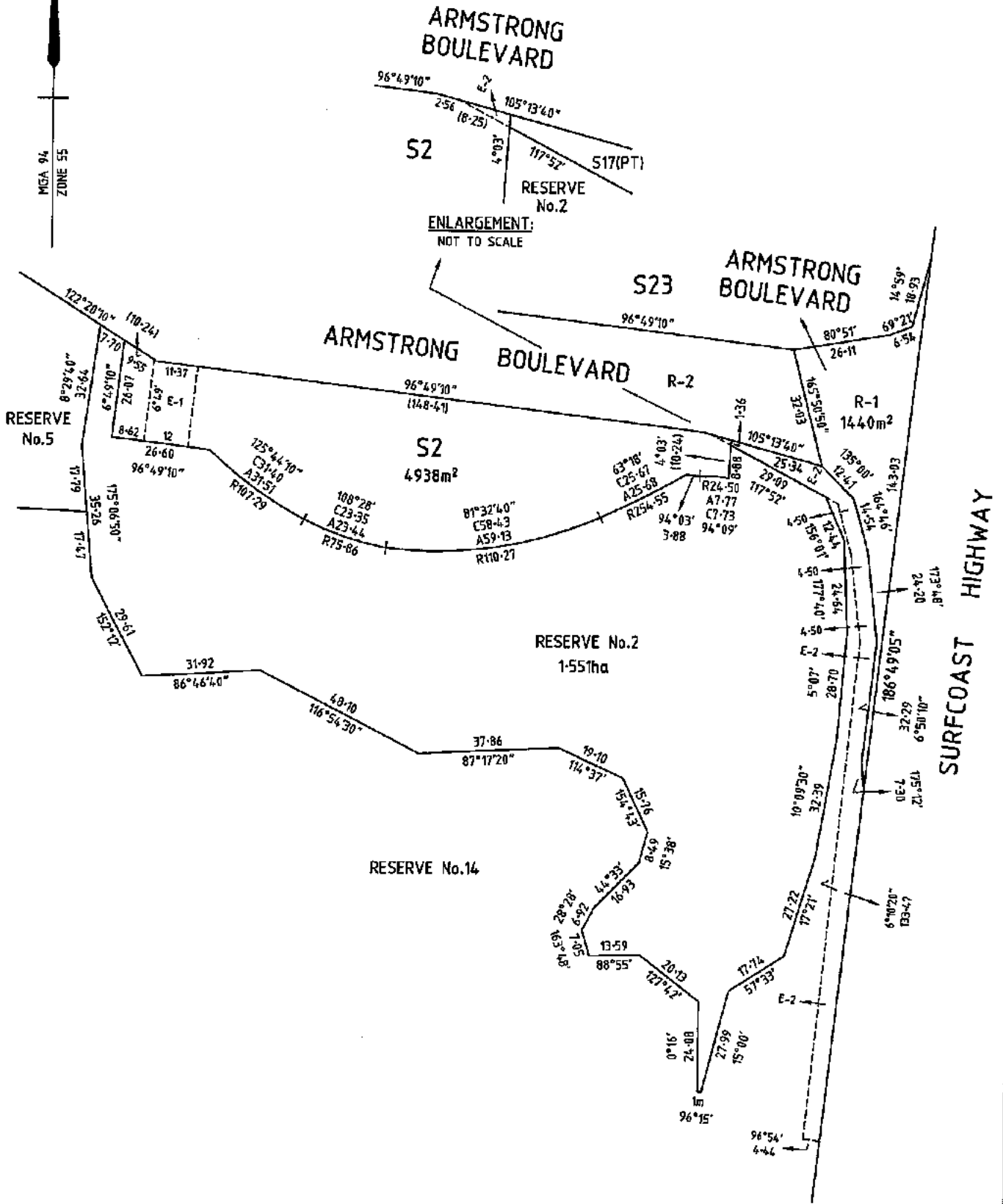
SEE SHEETS 6 & 7 FOR LOT INDEX


  
 LICENSED LAND SURVEYORS & ENGINEERS  
 CALIBRE CONSULTING (FIELD) PTY LTD  
 LEVEL 2, 55 BRINDLEY BULWARK  
 SYDNEY NSW 2008  
 T 03 9225 9000  
 F 03 9225 9099  
 www.calibregrp.com


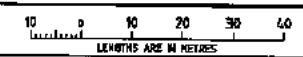
SCALE 1:2000	20 40 60 80 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 13
ZOLIS ARAYANIS, LICENSED SURVEYOR			

REF: M100611/COMP VERSION 6L 28/11/18

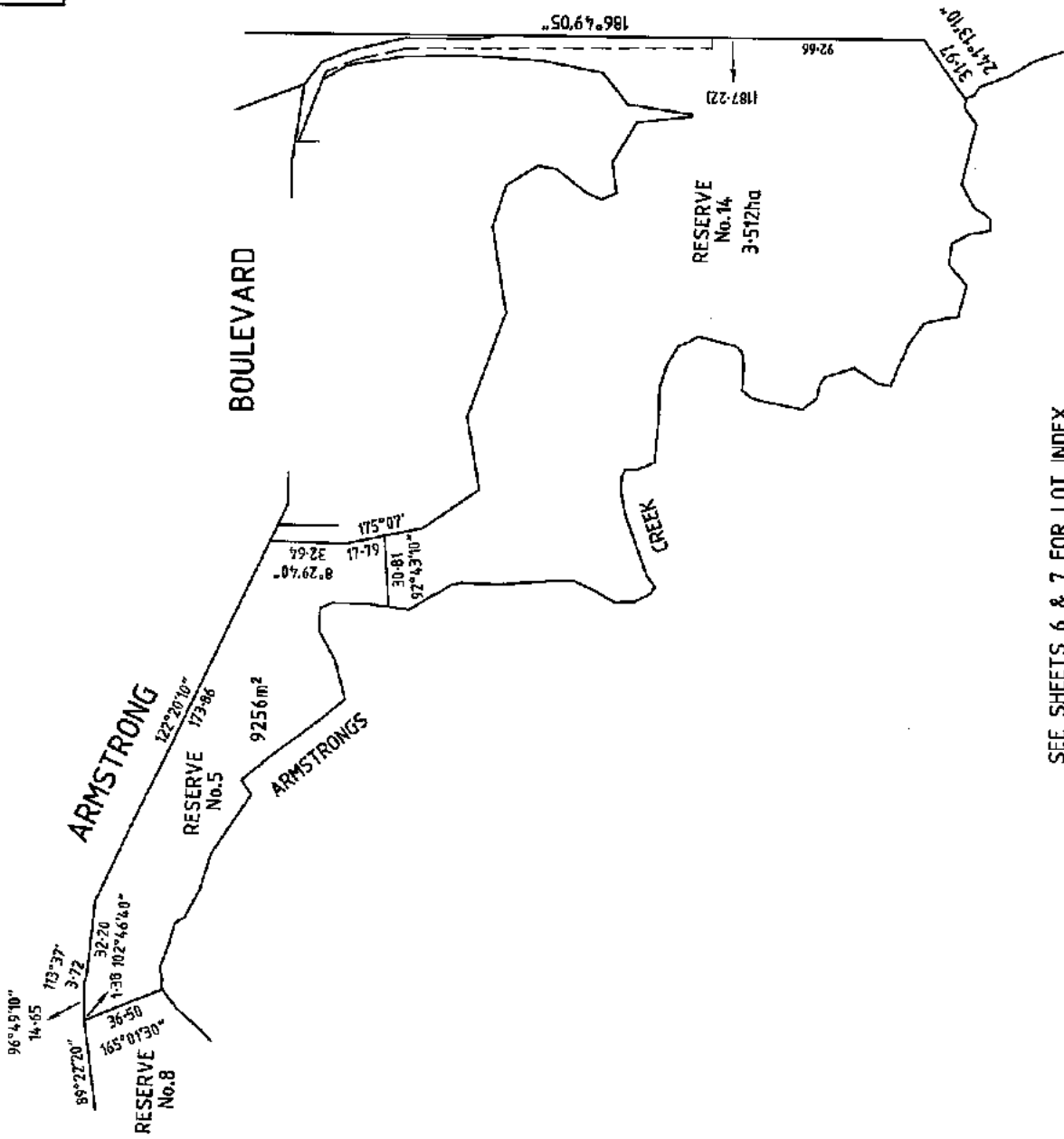
**PS 709524N**



SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS          CALIBRE CONSULTING (AUS) PTY LTD          Level 2, 55 Southbank Boulevard          Southbank VIC 3008          T 03 9283 9000          F 03 9283 9029          www.calbrigroup.com</p>	<p>SCALE          1:1000</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET          SIZE: A3</p>	<p>SHEET 14</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP VERSION: 01/11/18</p>			

PS 709524N



BOULEVARD

RESERVE No. 14  
3.512ha

ARMSTRONG  
RESERVE No. 5  
122°20'10"

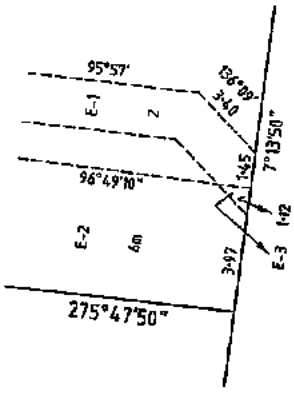
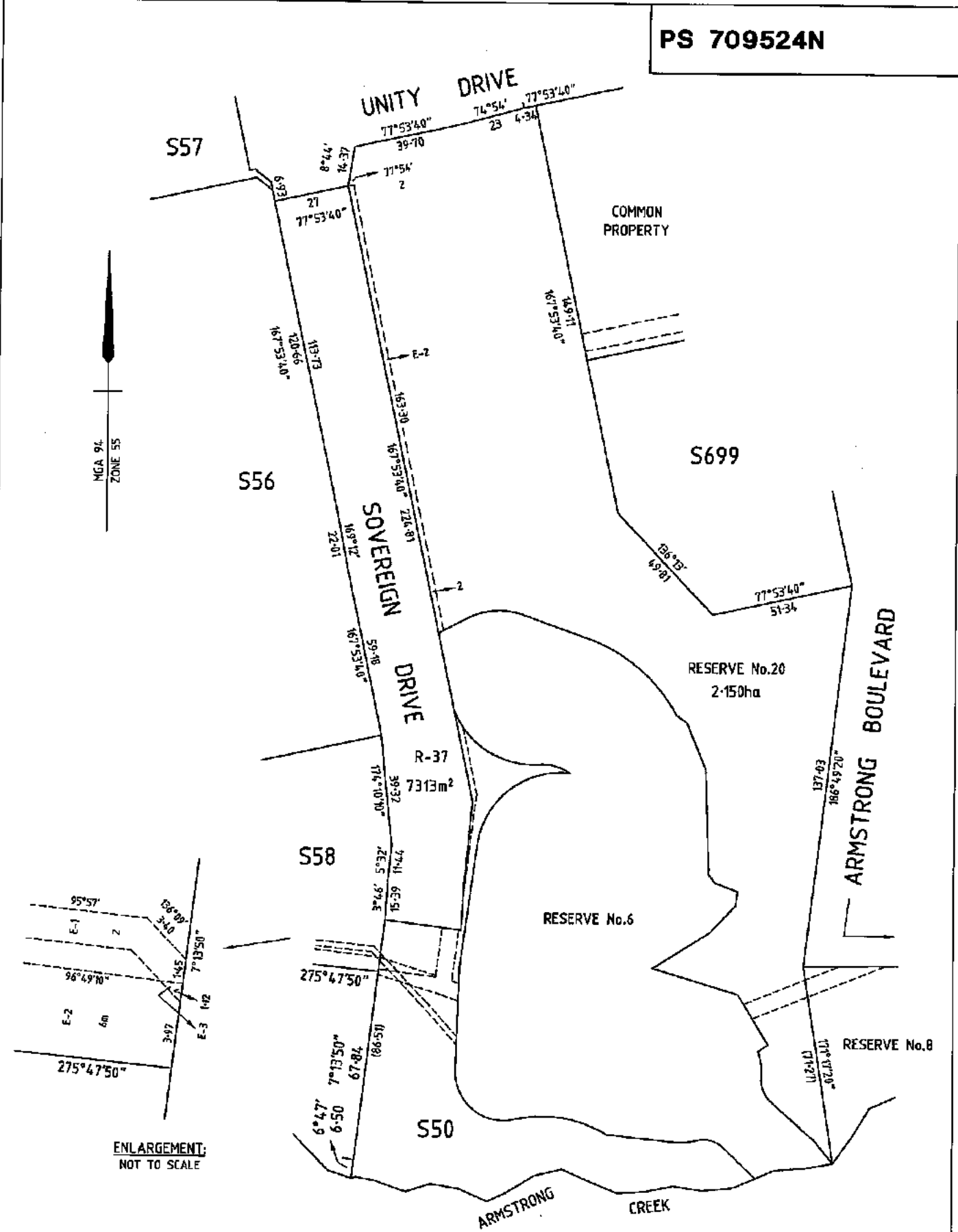
ARMSTRONGS  
9256m<sup>2</sup>

SURFCAST HIGHWAY


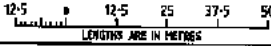
SEE SHEETS 6 & 7 FOR LOT INDEX

<p>SCALE 1:2000</p> <p>20 40 60 METRES</p> <p>LENGTHS ARE IN METRES</p>		<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 15</p>
<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>			
<p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (A/SL) PTY LTD Level 2, 56 Erskineville Boulevard Sydney NSW 2043</p> <p>T 02 9273 9000 F 02 9273 9050 www.calbregroup.com</p>		<p>REF: M100611/COMP VERSION: 6.20/1/18</p>	

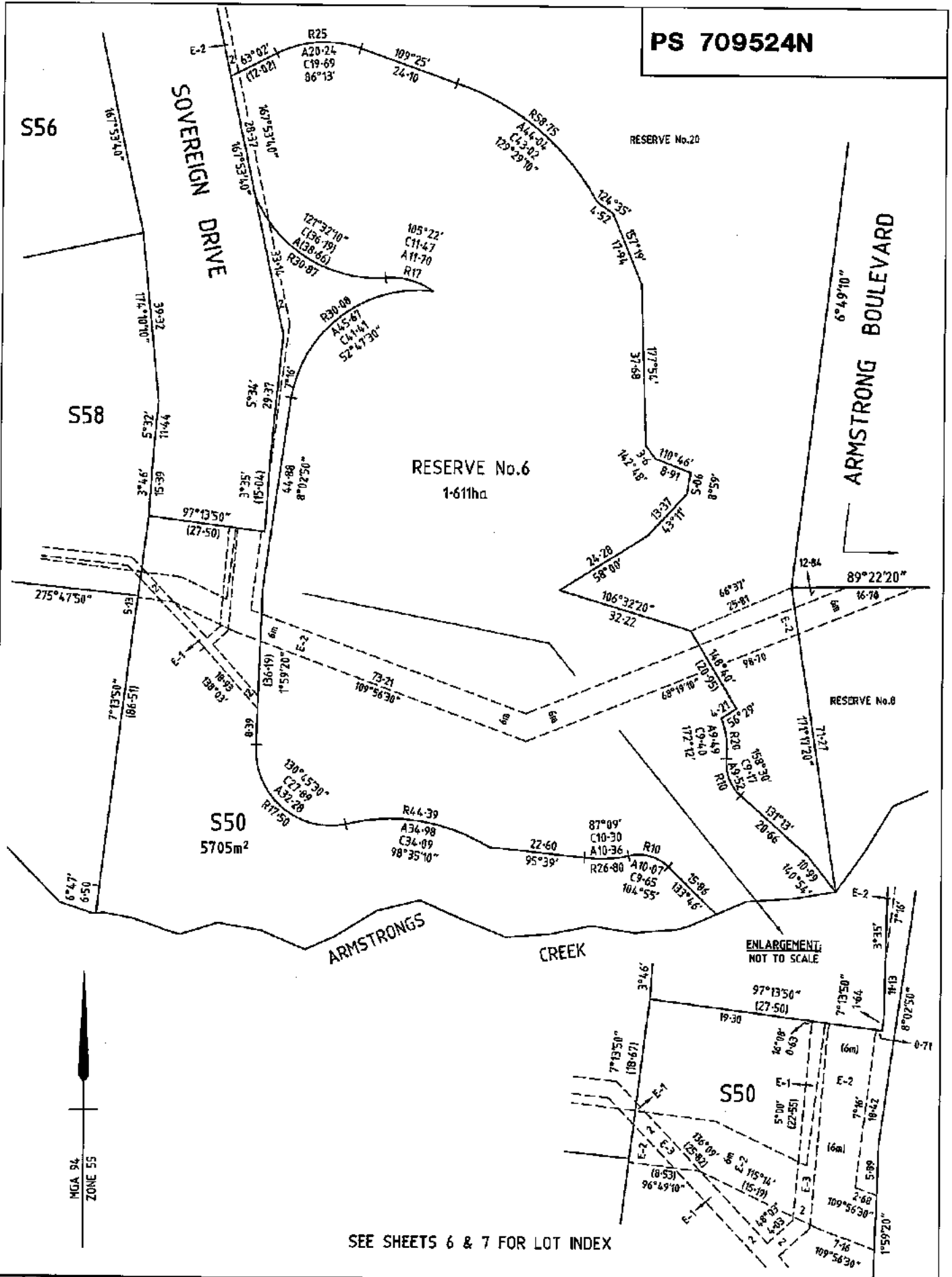
PS 709524N





SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (AUS) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3006 T 03 9203 9000 F 03 9203 9099 www.calibregroup.com</p>	<p>SCALE 1:1250</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 16</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP VERSION: GL 21/1/18</p>			

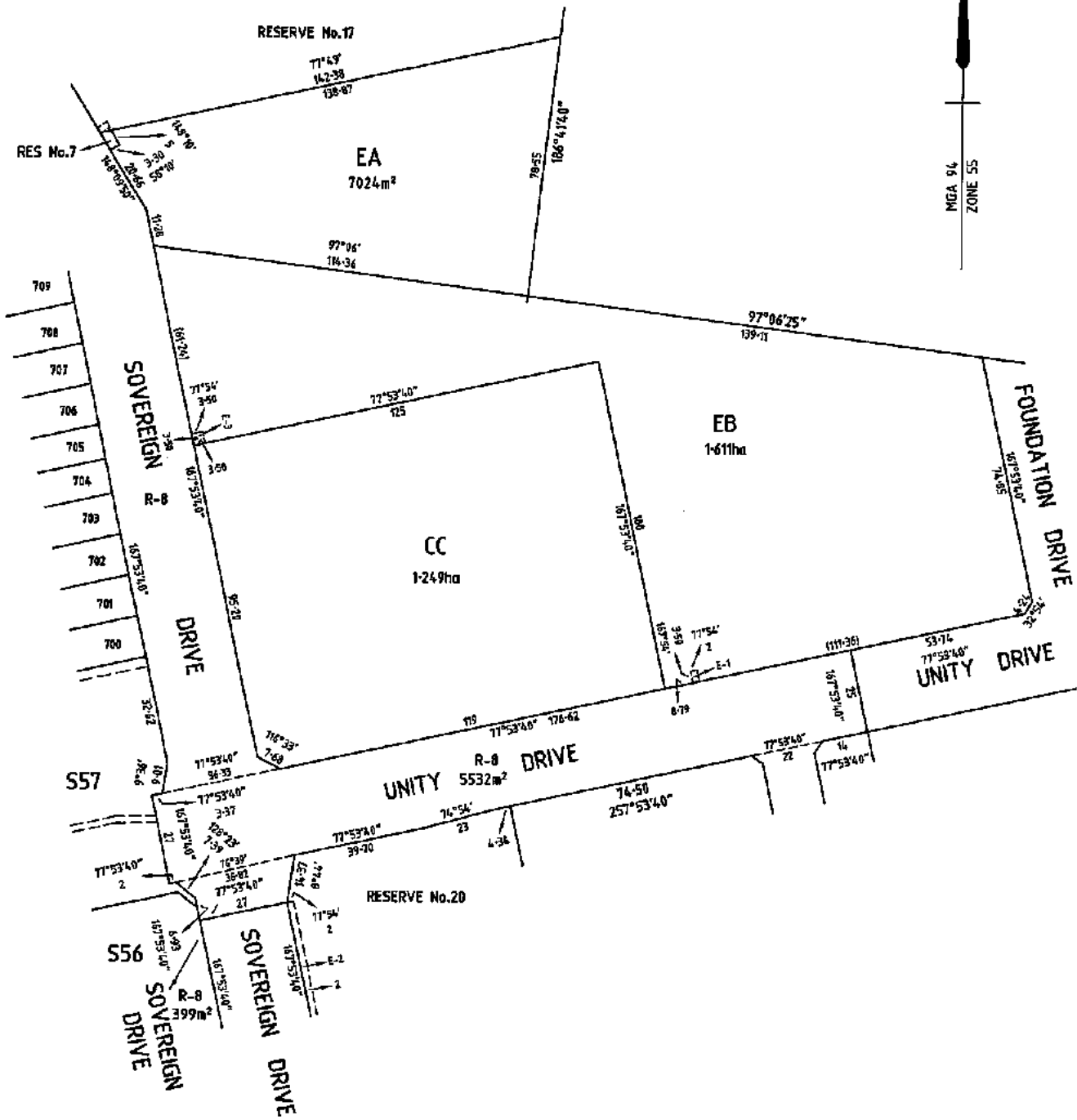
PS 709524N




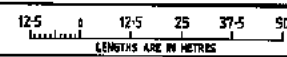
SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS          CALIBRE CONSULTING (MELB) PTY LTD          Level 2, 55 Shaulik Boulevard          Southbank VIC 3008          T 03 9503 9000          F 03 9503 9000          www.calbrigroup.com</p>	<p>SCALE  <b>1:800</b></p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET          SIZE: A3</p>	<p>SHEET 17</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP VERSION: 01.20/11/18</p>			

PS 709524N

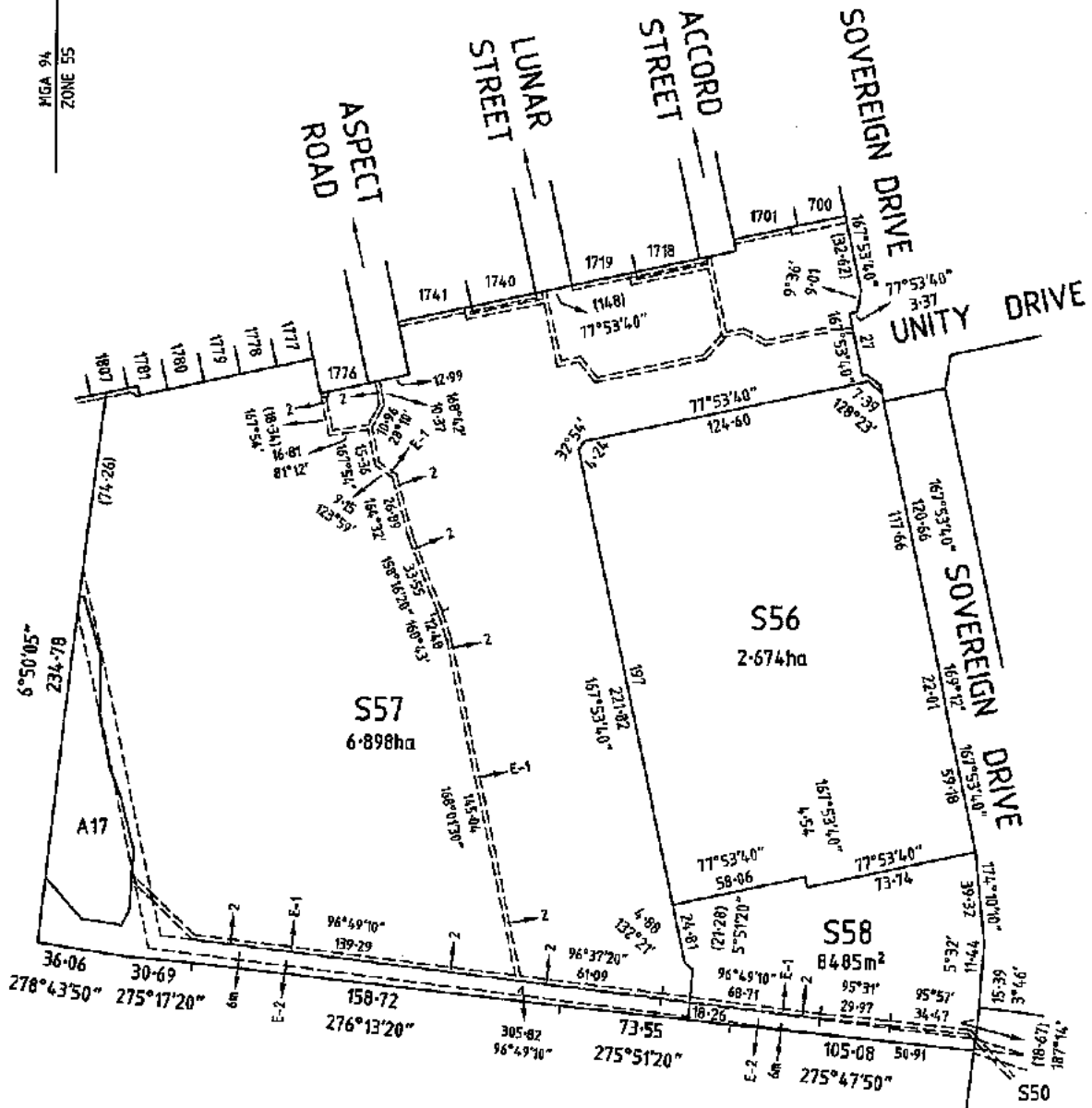


SEE SHEETS 6 & 7 FOR LOT INDEX


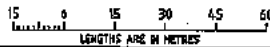
 <p>                 LICENSED LAND SURVEYORS &amp; ENGINEERS                  CALBRE CONSULTING (AUSTRIA) PTY LTD                  Level 2, 55 Sturt Street, Melbourne                  Southbank VIC 3006                  T 03 9203 9000                  F 03 9203 9059                  www.calbregroup.com             </p>	SCALE 1:1250	 <p>                 LENGTHS ARE IN METRES             </p>	ORIGINAL SHEET SIZE: A3	SHEET 18
	ZDIS ARAYANIS, LICENSED SURVEYOR			
REF: M100611/COMP	VERSION:	01/21/19		



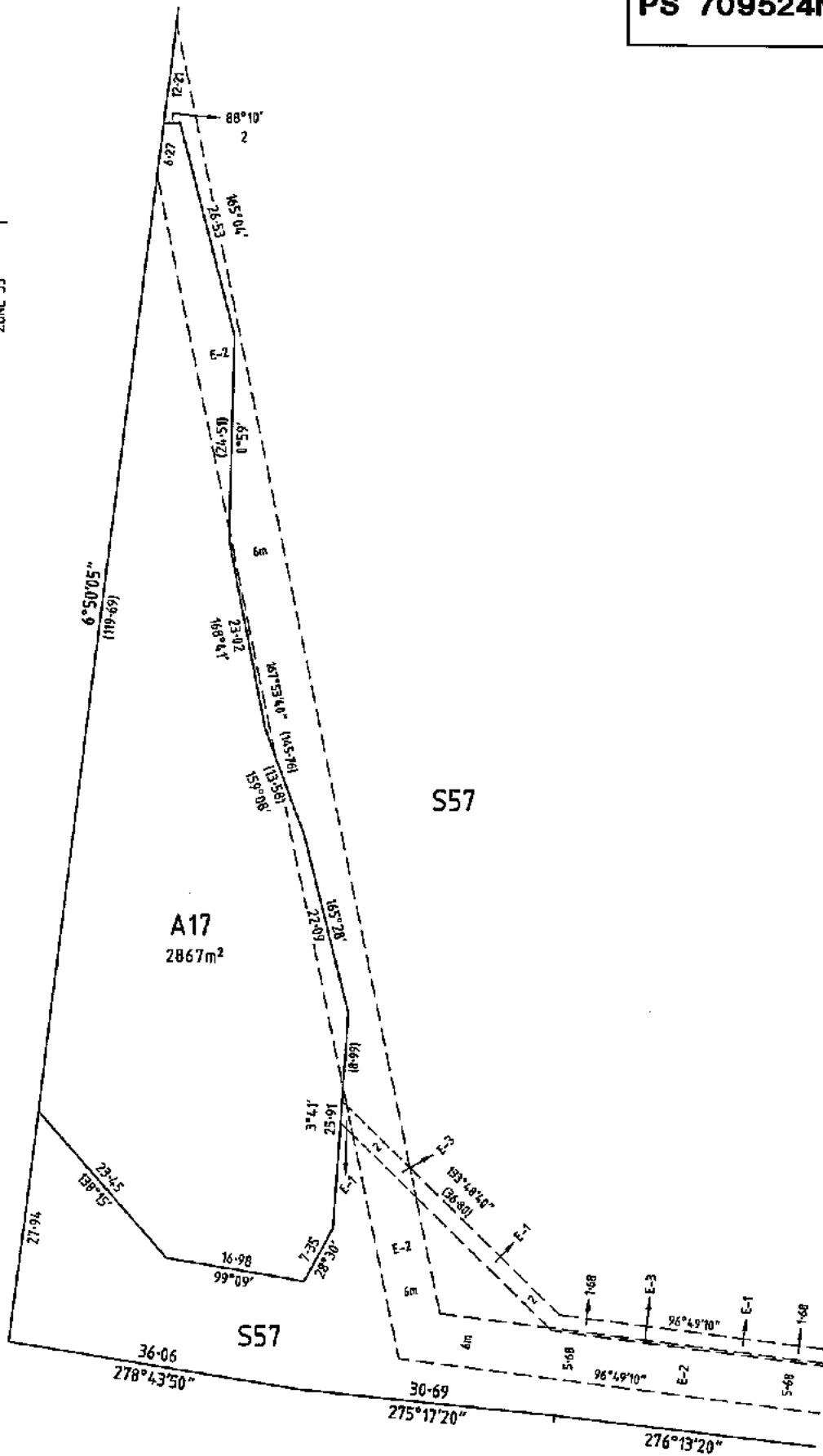
PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS          CALBRE CONSULTANTS (A/ECB) PTY LTD          Level 2, 58 Southpark Boulevard          Southbank VIC 3008          T 03 9320 9000          F 03 9320 9099          www.calbregroup.com</p>	<p>SCALE          1:1500</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET          SIZE: A3</p>	<p>SHEET 19</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP      VERSION:      DL 21/12/18</p>			

PS 709524N



S57

A17  
2867m<sup>2</sup>

S57

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CALIBRE CONSULTING (MELBOURNE) PTY LTD  
Level 2, 55 Southbank Boulevard  
Southbank VIC 3006  
T 03 9203 9000  
F 03 9203 9059  
www.calbragroup.com

REF: **M100611/COMP**      VERSION:      a. 21/11/18

SCALE  
1:500

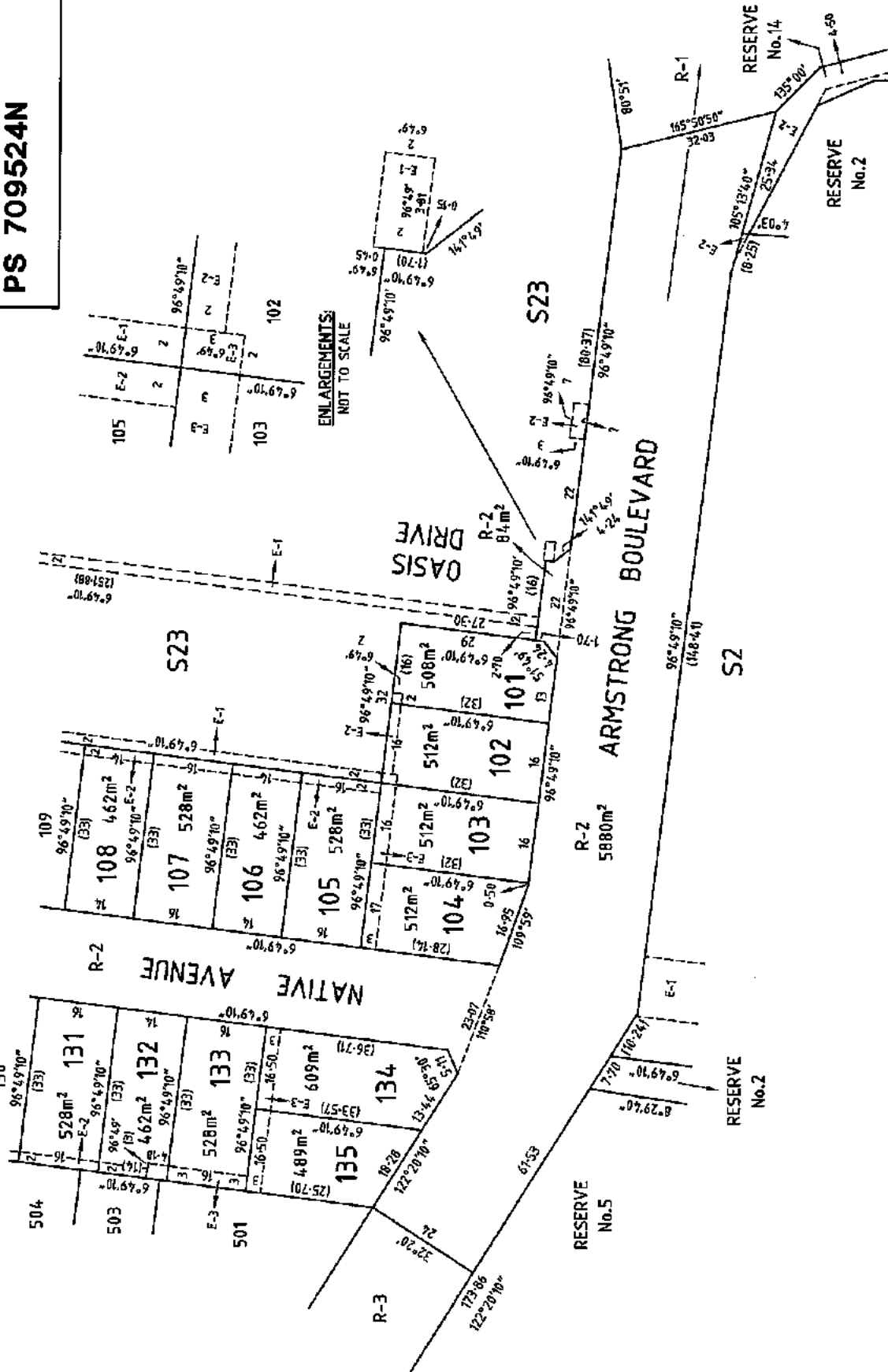
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 20

ZOIS ARAVANIS, LICENSED SURVEYOR

**PS 709524N**

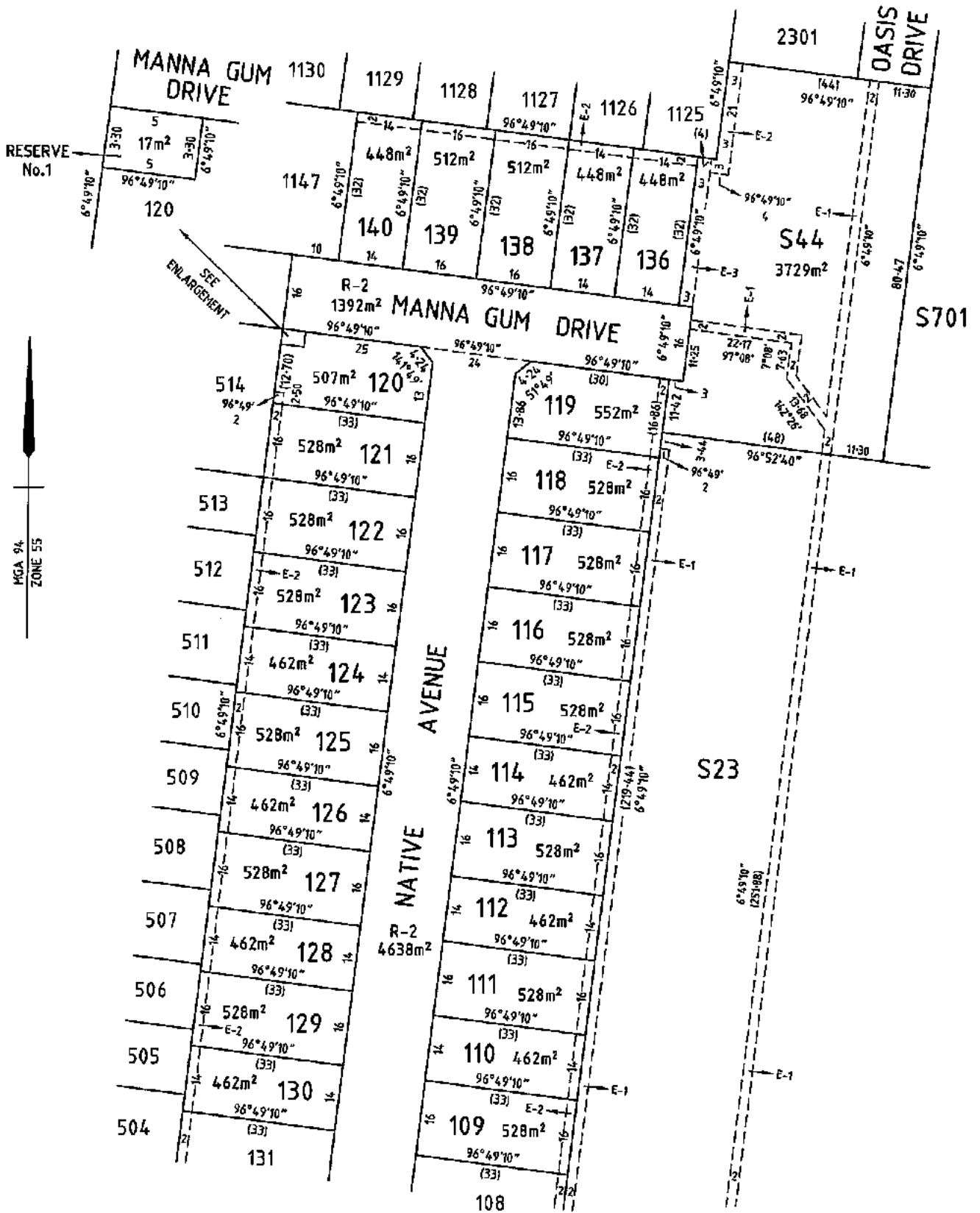


ENLARGEMENTS:  
NOT TO SCALE


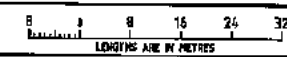
SEE SHEETS 6 & 7 FOR LOT INDEX

<p><b>calibre</b> CALIBRE GROUP</p>		<p>REF: M100611/COMP</p>	<p>DATE: 01/10/18</p>
<p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3006</p> <p>T: 03 8005 9100 F: 03 8005 9098 www.calibregroup.com</p>		<p>ZOIS APAYANIS, LICENSED SURVEYOR</p>	
<p>SCALE 1:800</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 21</p>	<p>32</p>

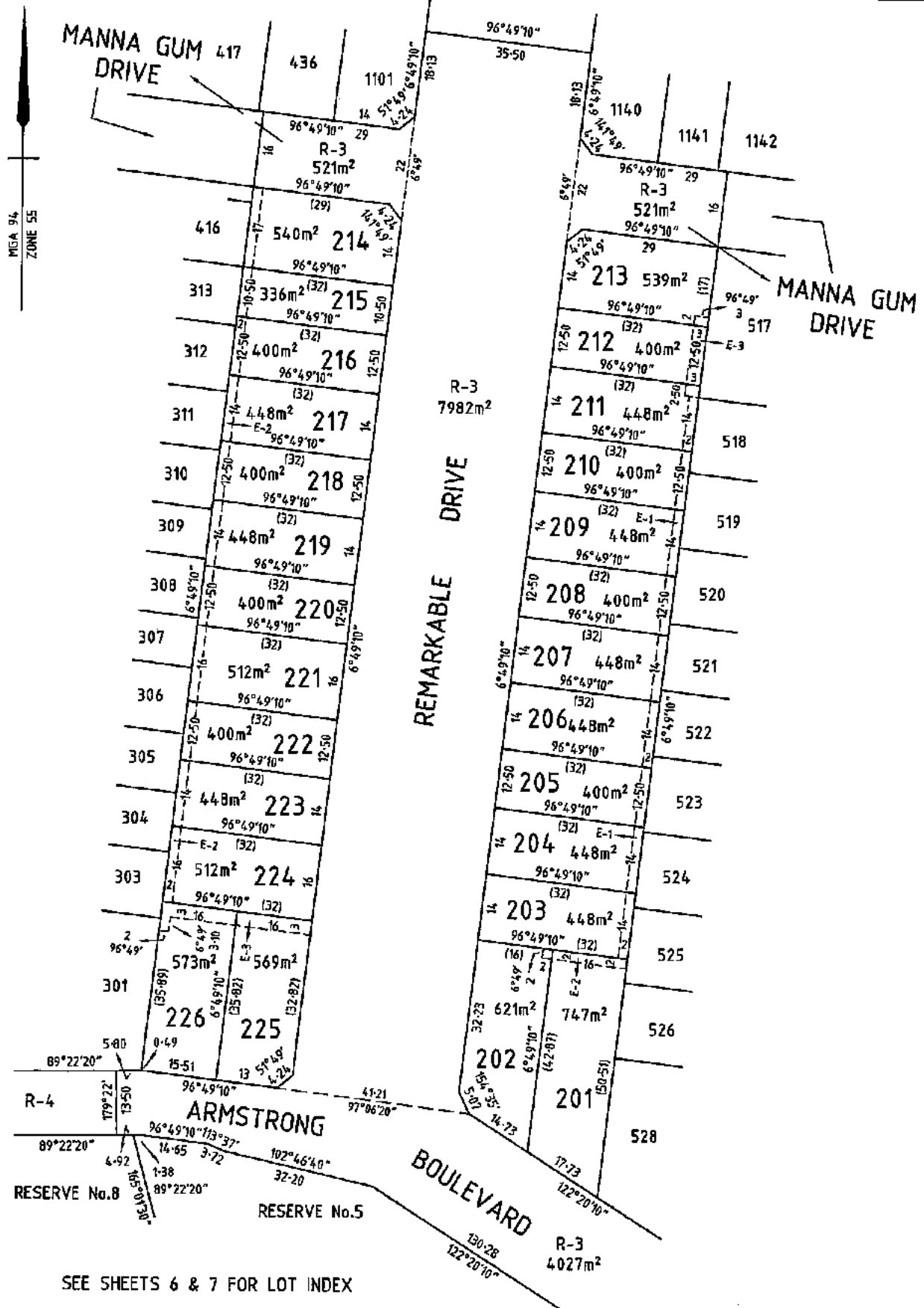
PS 709524N




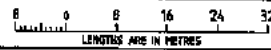
SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (AUST) PTY LTD Level 2, 53 Southbank Boulevard Southbank VIC 3008 T 03 9203 9000 F 03 9203 9088 www.calbregroup.com</p>	<p>SCALE 1:800</p>  <p>LONGITUDINAL METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 22</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REP: M10061/COMP VERSION: GL 21/1/18</p>			

PS 709524N

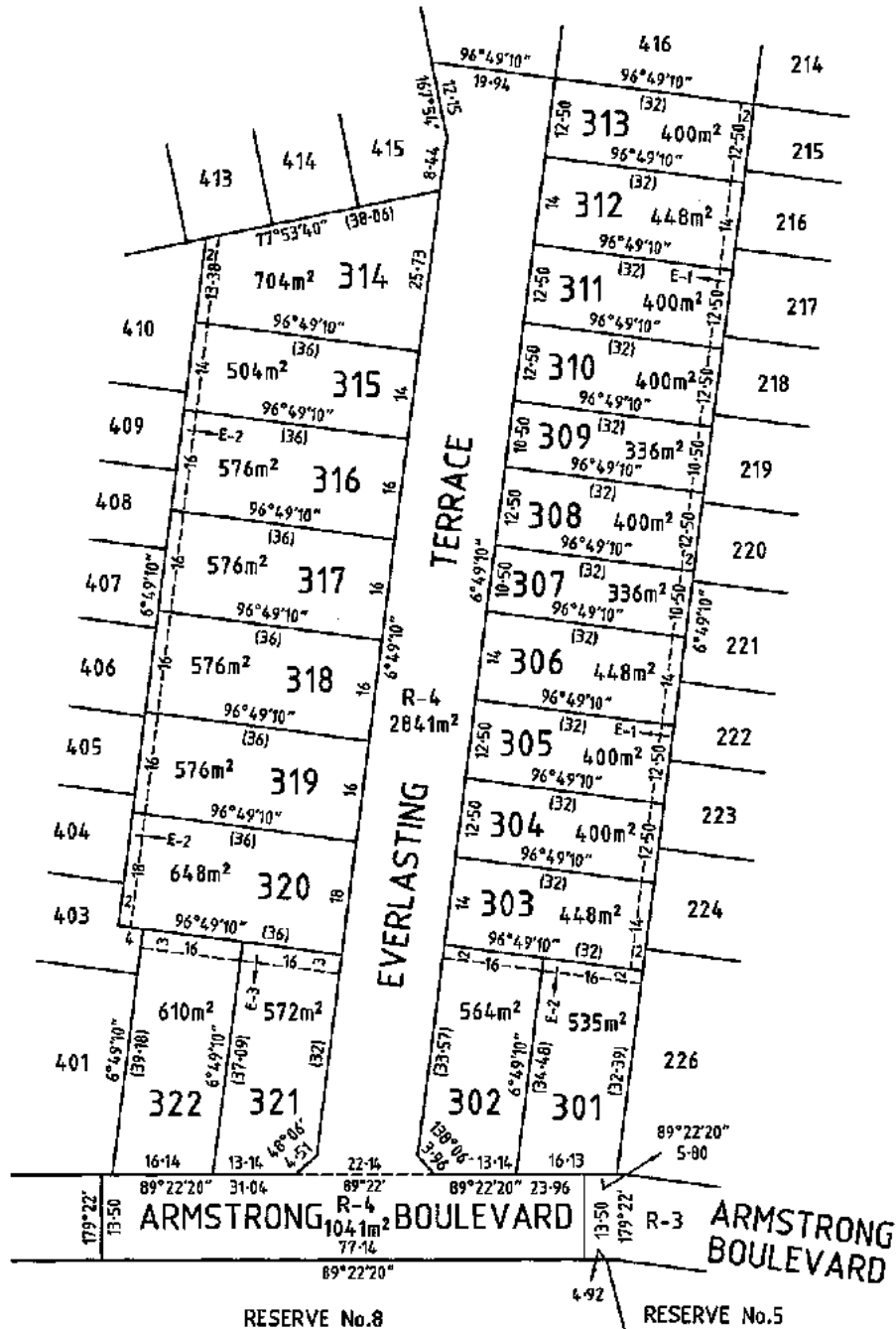


SEE SHEETS 6 & 7 FOR LOT INDEX


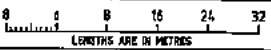
 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (A MEMBER OF) LTD Level 9, 55 St Albans Street Southport QLD 4806 T 03 9203 9600 F 03 9203 9099 www.calibregroup.com</p>	<p>SCALE 1:800</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 23</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP      VERSION:      Q. 2/11/18</p>			

PS 709524N

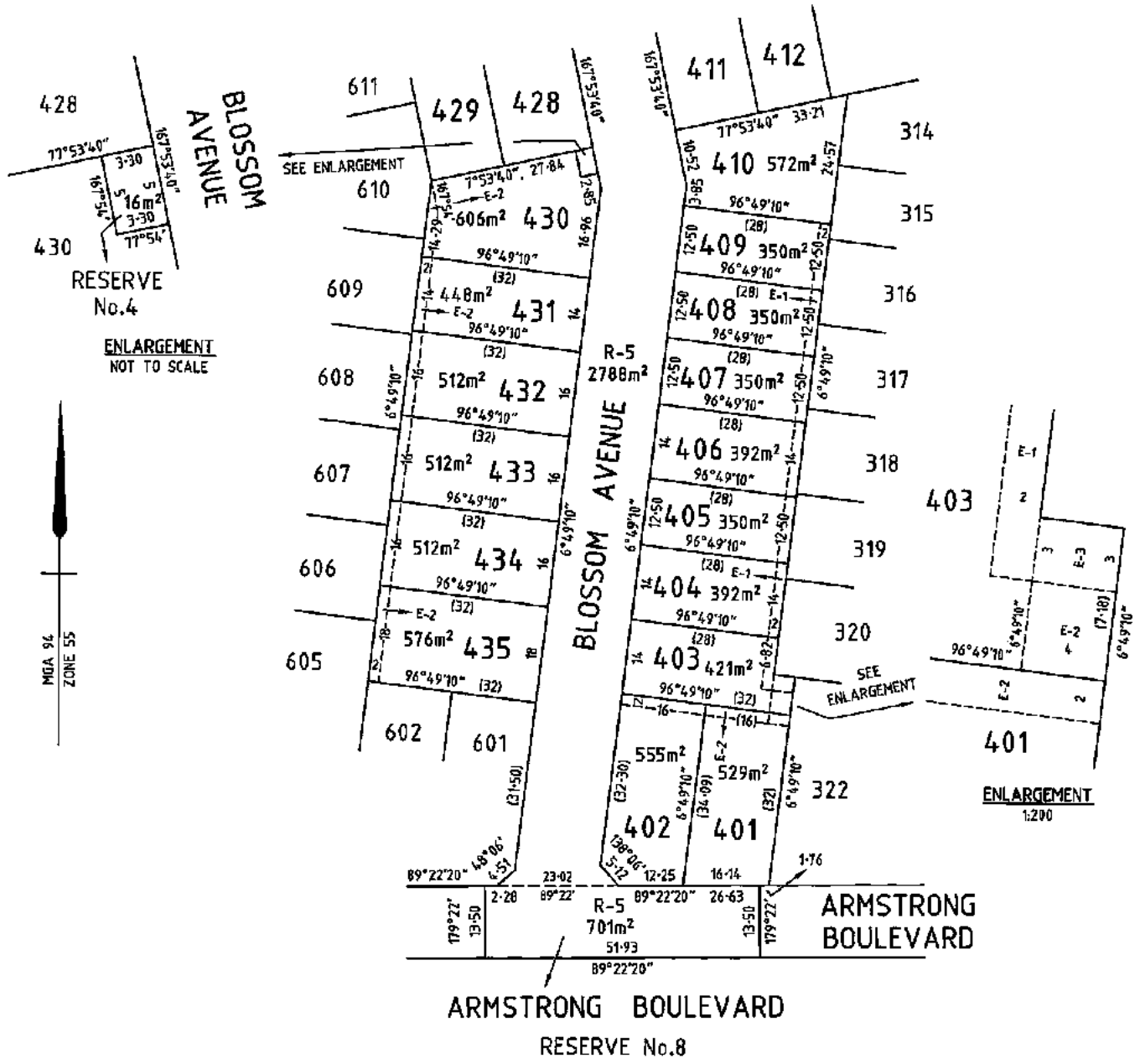
MGA 94  
ZONE 55



SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (AUST) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3006 T 03 8203 9000 F 03 8203 9059 www.calbrereg.com</p>	<p>SCALE 1:800</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 24</p>
	<p>ZOIS ARAYANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP VERSION: 01 21/11/18</p>			

PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

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 CALIBRE GROUP  
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 F 03 9203 9099  
 www.calibregroup.com

LICENSED LAND SURVEYORS & ENGINEERS  
 CALIBRE CONSULTING (MELB) PTY LTD  
 Level 2, 55 Smith Street, Melbourne  
 Southbank, VIC 3006

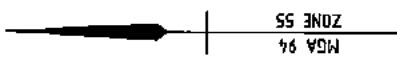
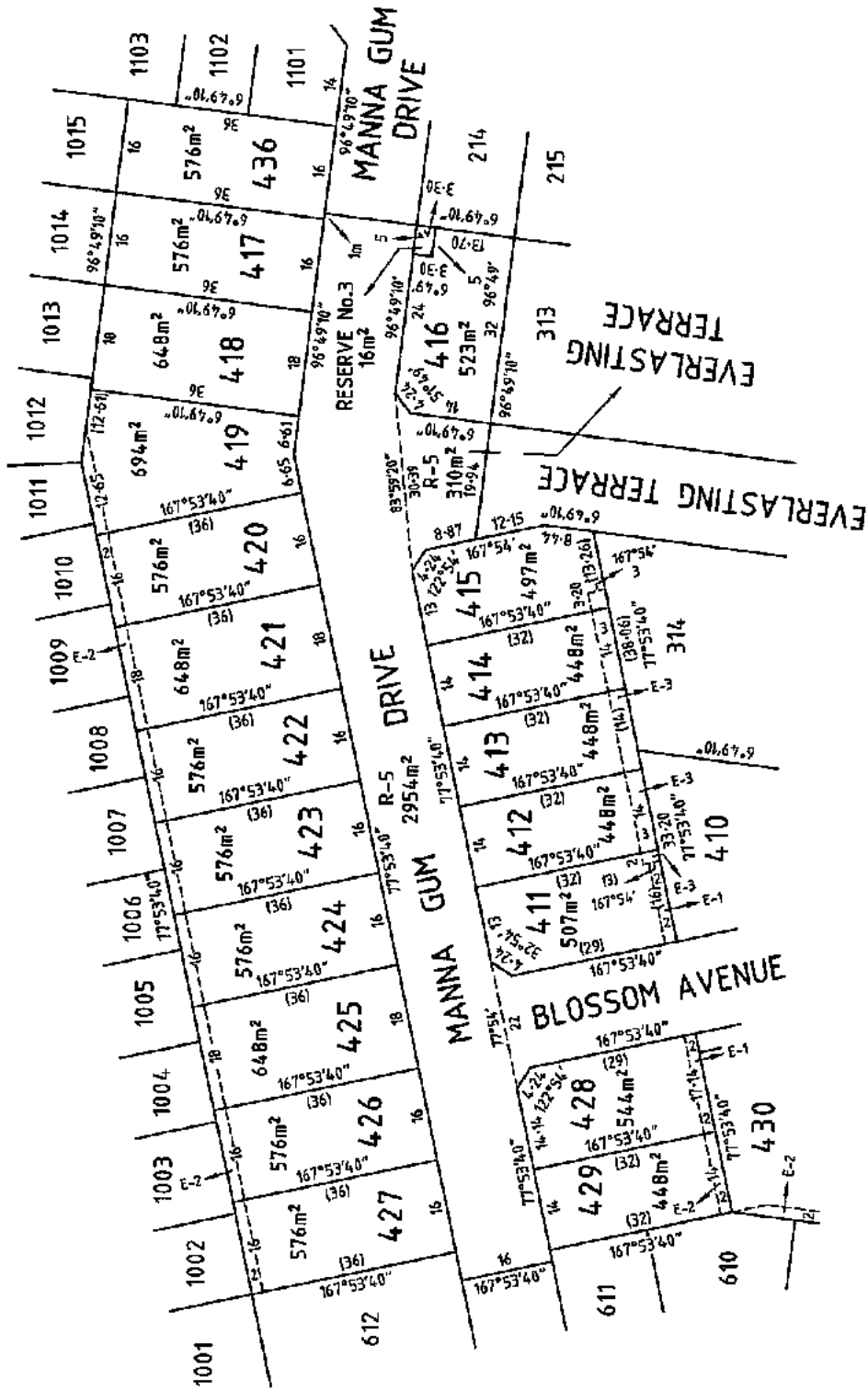
REF: M100611/COMP VERSION: G. 29/11/18

SCALE 1:800  
 0 8 16 24 32  
 LENGTHS ARE IN METRES


ZOIS ARAVANIS, LICENSED SURVEYOR

ORIGINAL SHEET SIZE: A3  
 SHEET 25

PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS          CALIBRE CONSULTING (A/BS) PTY LTD          Level 2, 88 Southbank Boulevard          Southbank VIC 3006          T 03 9203 9000          F 03 9203 9099          www.calbregroup.com</p>		ORIGINAL SHEET SIZE: A3	SHEET 26
REF: M100611/COMP VERSION: 01/21/18		ZONS ARAVANIS, LICENSED SURVEYOR	
SCALE 1:800		LENGTHS ARE IN METRES	

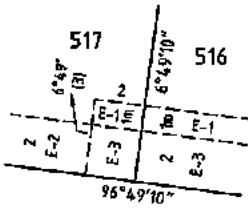


PS 709524N

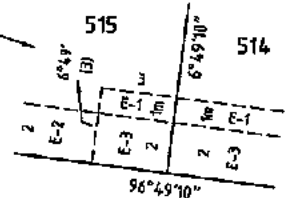
MANNA GUM DRIVE

MANNA GUM DRIVE

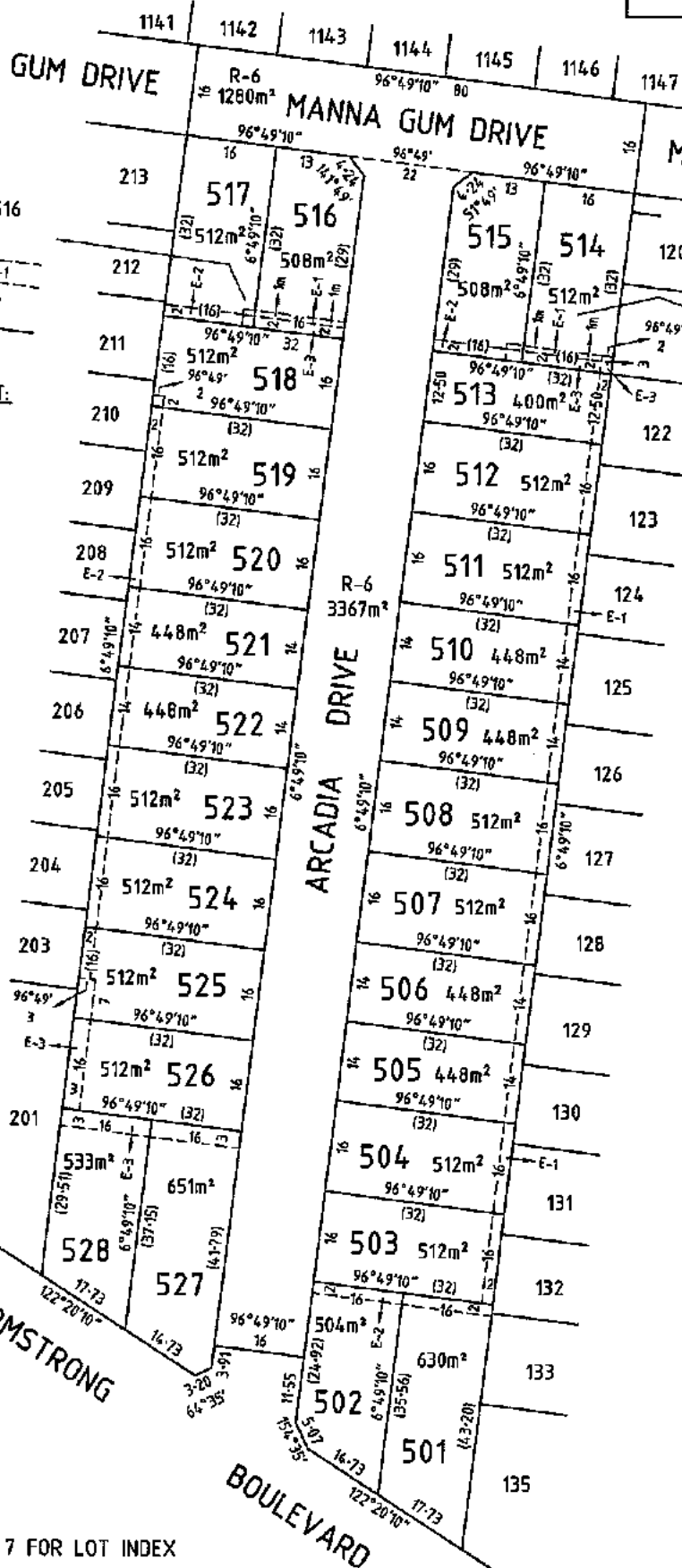
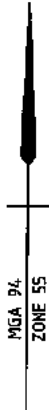
MANNA GUM DRIVE



ENLARGEMENT:  
NOT TO SCALE



ENLARGEMENT:  
NOT TO SCALE



SEE SHEETS 6 & 7 FOR LOT INDEX

**calibre**  
CALIBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (AUSTRALIA) PTY LTD  
Level 2, 55 Southbank Boulevard  
Southbank VIC 3008

T 03 9803 9000  
F 03 9803 9099  
www.calibregrp.com.au

REF: M100611/COMP      VERSION:      Q. 25/11/19

SCALE  
1:800

LENGHTS ARE IN METRES

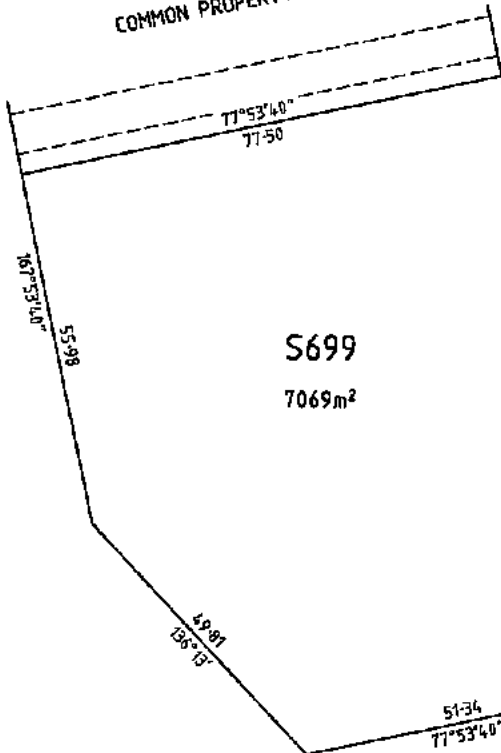
ZOIS ARAVANIS, LICENSED SURVEYOR

ORIGINAL SHEET  
SIZE: A3

SHEET 27

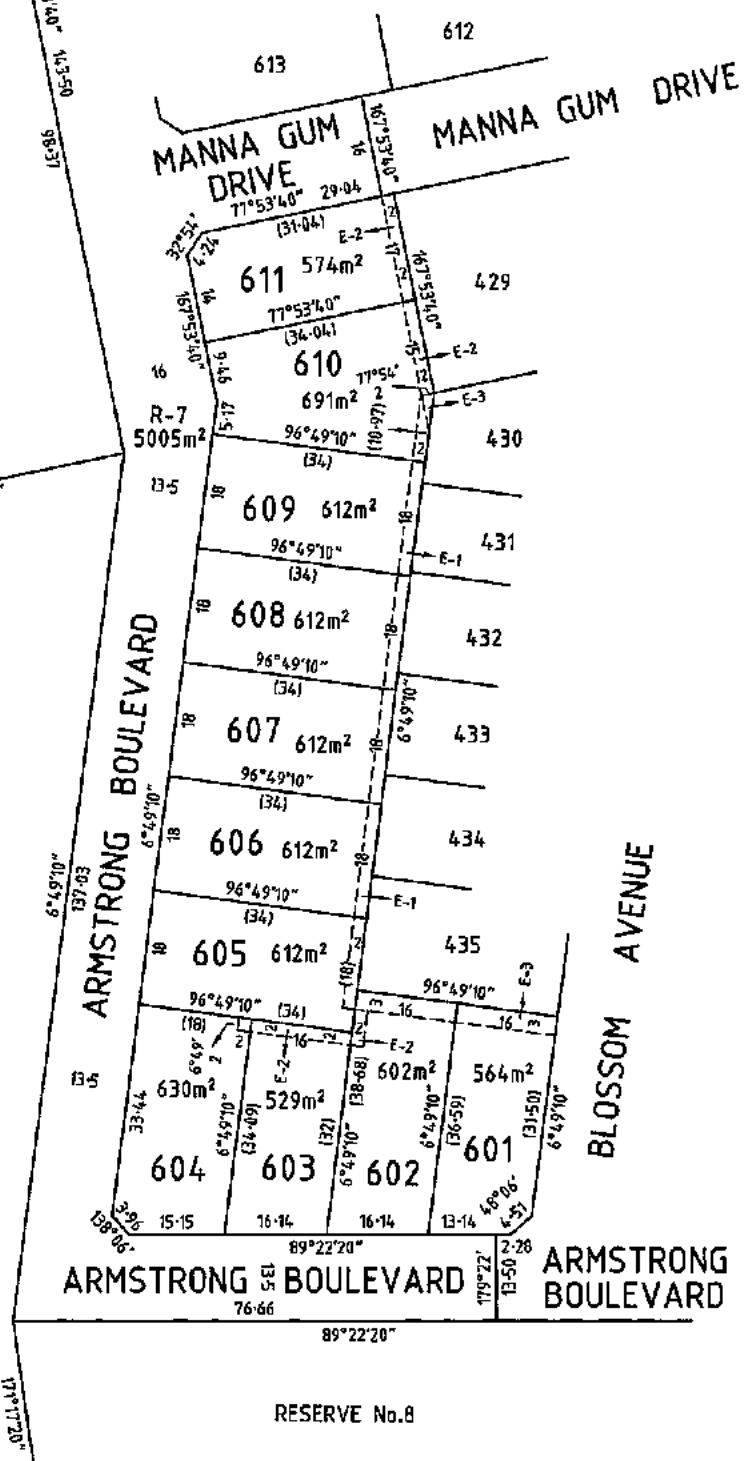
PS 709524N

COMMON PROPERTY No.1



S699  
7069m<sup>2</sup>

RESERVE No.20



SEE SHEETS 6 & 7 FOR LOT INDEX

**calbre**  
CALIBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (MELB) PTY LTD  
Level 2, 33 Southbank Boulevard  
Southbank VIC 3006

T 03 9203 9000  
F 03 9203 9099  
www.calbre.com.au

REF: M100611/COMP VERSION: GL 21/11/19

SCALE  
1:800

LENGTHS ARE IN METRES

ZONS ARAVANIS, LICENSED SURVEYOR

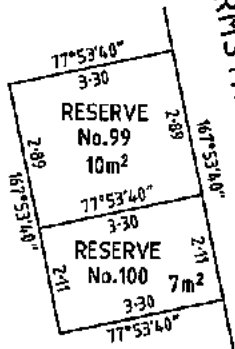
ORIGINAL SHEET  
SIZE: A3

SHEET 28

PS 709524N

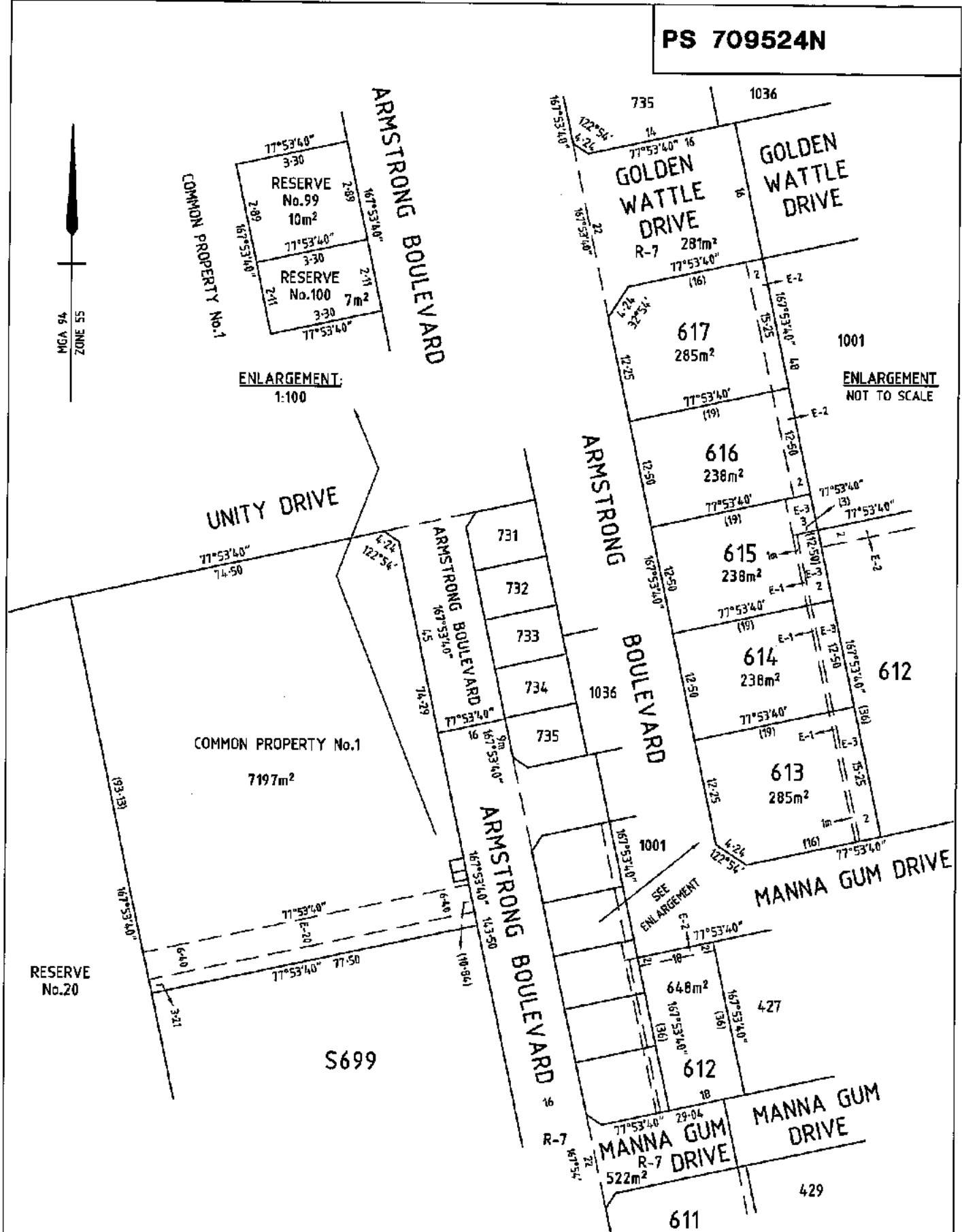


COMMON PROPERTY No.1



ENLARGEMENT:  
1:100

ARMSTRONG BOULEVARD



ENLARGEMENT  
NOT TO SCALE


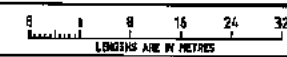
UNITY DRIVE

COMMON PROPERTY No.1  
7197m²

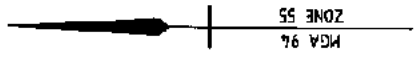
RESERVE No.20

S699

SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>                 LICENSED LAND SURVEYORS &amp; ENGINEERS                  CALIBRE CONSULTING (MELB) PTY LTD                  Level 2, 55 Southbank Boulevard                  Southbank VIC 3008                  T 03 9203 9000                  F 03 9203 9099                  www.calbregroup.com.au             </p>	SCALE 1:800	 <p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE: A3	SHEET 29
	ZOIS ARAVANIS, LICENSED SURVEYOR			

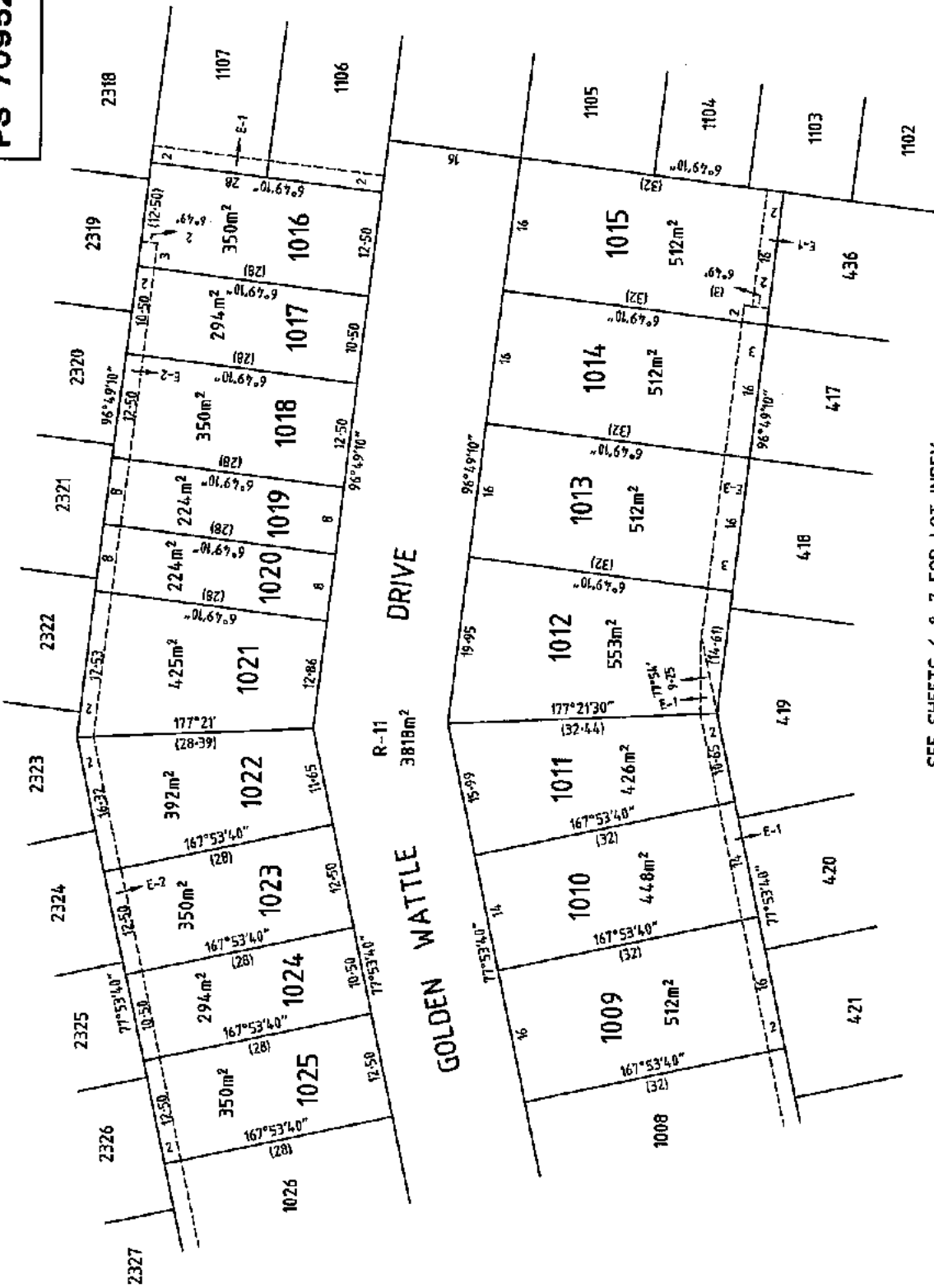
**PS 709524N**



SEE SHEETS 6 & 7 FOR LOT INDEX

<p><b>calibre</b> CALIBRE GROUP</p> <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (A/ELI) PTY LTD Level 2, 35 Southbank Boulevard Southbank VIC 3006 T: 08 6278 9000 F: 08 6278 9006 www.calbregroup.com</p>		<p>SCALE 1:500</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 30</p>
<p>REF: M100611/COMP VERSION: 0.20/1/18</p>		<p>ZONS ARAYANS, LICENSED SURVEYOR</p>		

**PS 709524N**



SEE SHEETS 6 & 7 FOR LOT INDEX

**calibre**  
CALIBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (AUST) PTY LTD  
Level 2, 85 Sturt Street, Richmond  
Southbank VIC 3005  
T 03 9433 9000  
F 03 9433 9059  
www.calibregroup.com

REF: M100617/COMP VERSION: G 23/1/18

SCALE 1:800

LENGTHS ARE IN METRES

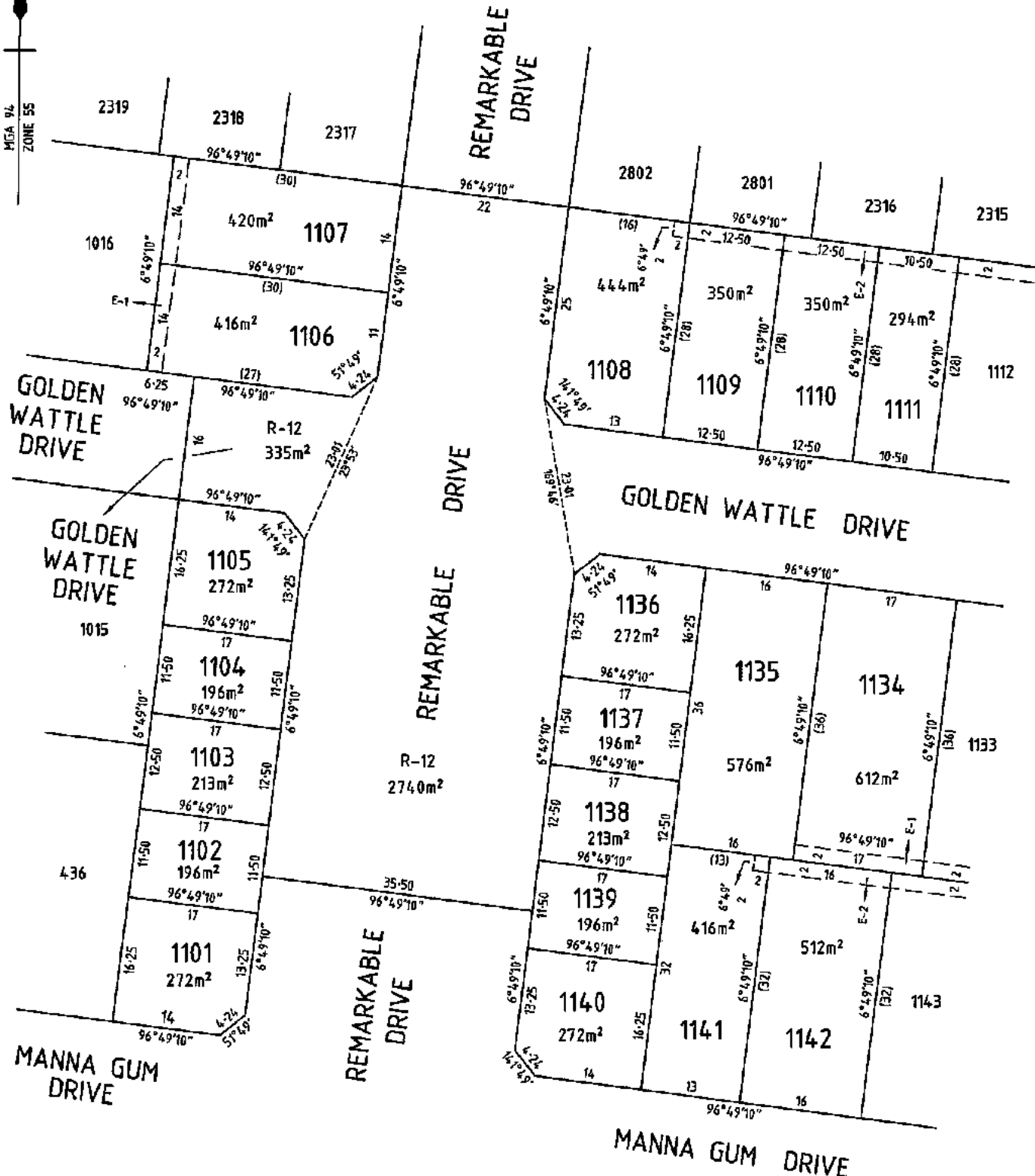
8 16 24 32

ORIGINAL SHEET SIZE: A3

SHEET 31

ZOIS ARAYANIS, LICENSED SURVEYOR

**PS 709524N**



SEE SHEETS 6 & 7 FOR LOT INDEX

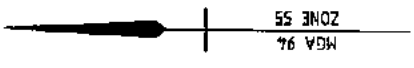
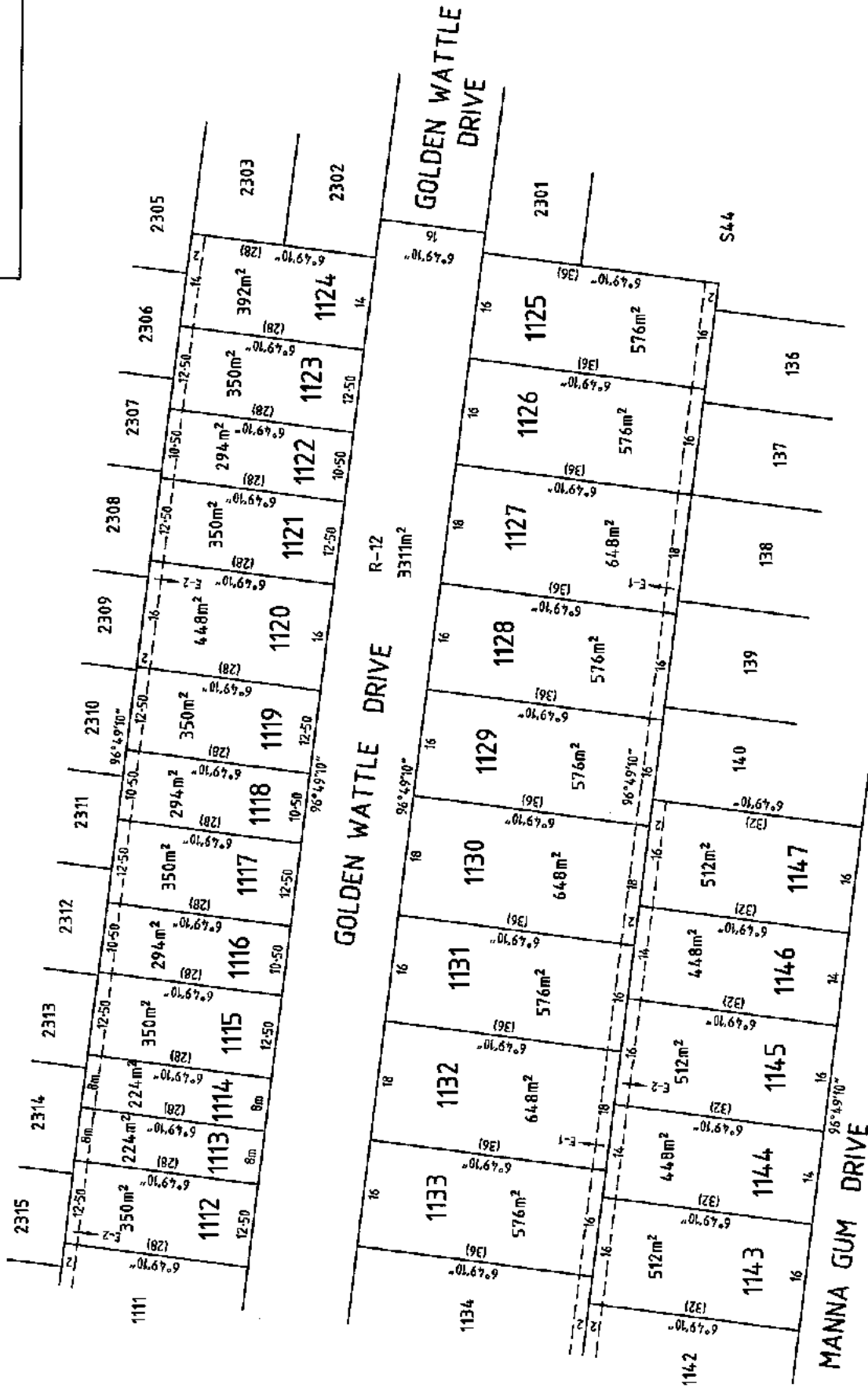
**calibre**  
 CALIBRE GROUP  
 LICENSED LAND SURVEYORS & ENGINEERS  
 CALIBRE CONSULTING (WEL) PTY LTD  
 Level 9, 55 Swanbank Boulevard  
 Southbank VIC 3006  
 T 03 9208 8006  
 F 03 9208 8009  
 www.calibregroup.com

SCALE 1:500	<p>LENGTHS ARE IN METRES</p>
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ORIGINAL SHEET SIZE: A3	SHEET 32
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ZOIS ARAVANIS, LICENSED SURVEYOR

**PS 709524N**



SEE SHEETS 6 & 7 FOR LOT INDEX

<p>CALLIBRE GROUP</p>		<p>SCALE 1:5000</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 33</p>
<p>REF: M100611/COMP VERSION: 0. 20/1/18</p>		<p>ZONS ARAVANIS, LICENSED SURVEYOR</p>		

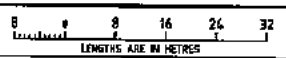
LICENSED LAND SURVEYORS & ENGINEERS  
 CALLIBRE CONSULTANTS (A/ELIOT) PTY LTD  
 Level 2, 85 Baulchbank Boulevard  
 Southport, VIC 3208  
 T 03 5205 9000  
 F 03 5205 9008  
 www.callibregr.com

**PS 709524N**



SEE SHEETS 6 & 7 FOR LOT INDEX

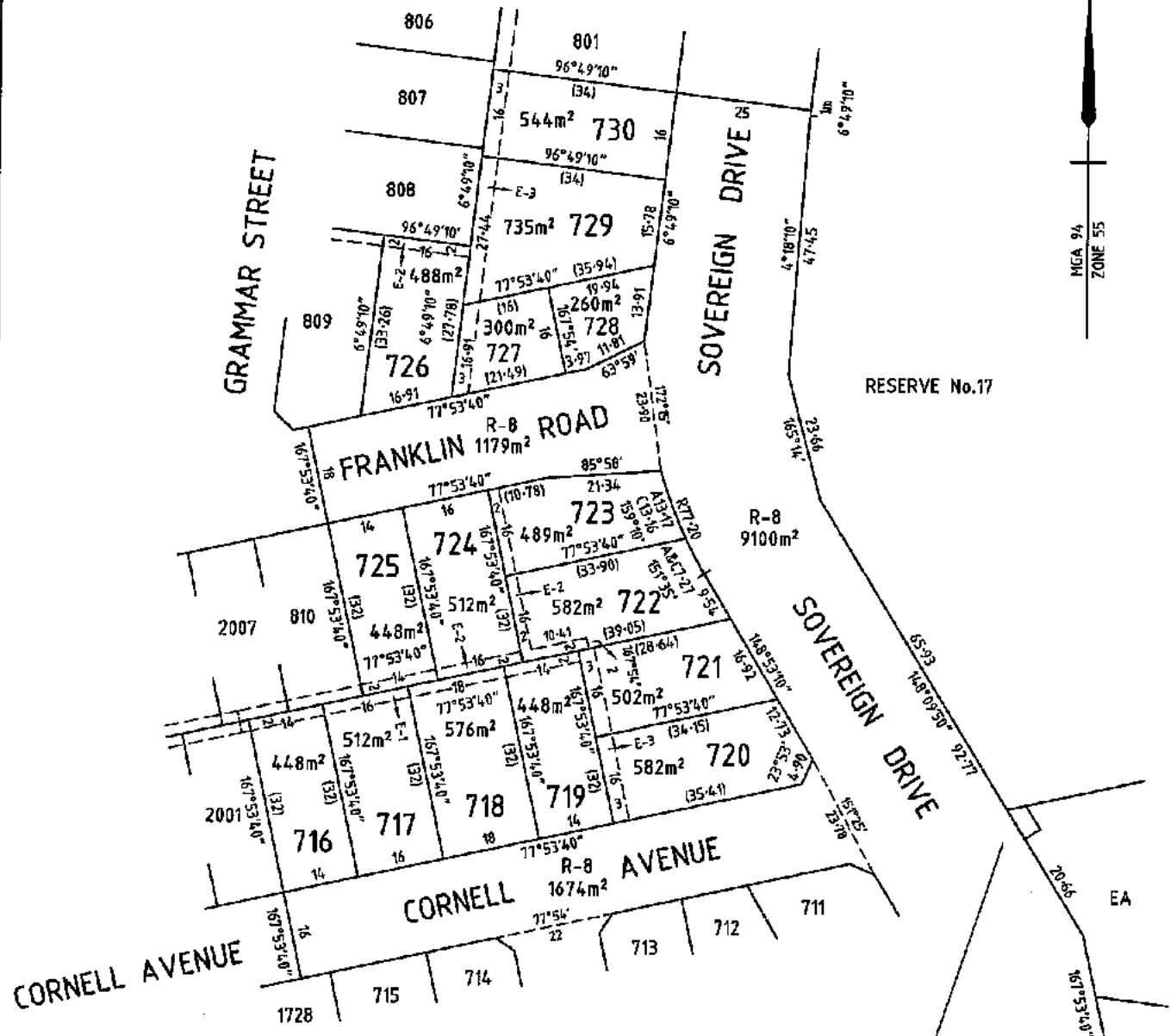

**LICENSED LAND SURVEYORS & ENGINEERS**  
 CALIBRE CONSULTING AUSTRALIA PTY LTD  
 Level 4, 55 Streetbank Boulevard  
 Southbank VIC 3008  
 T 03 9269 9000  
 F 03 9269 9099  
 www.calbrgroup.com

**SCALE**  
 1:800  

 LENGTHS ARE IN METRES  
**ZOIS ARAVANIS, LICENSED SURVEYOR**

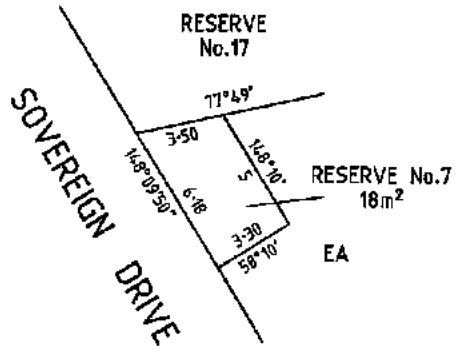
**ORIGINAL SHEET**  
 SIZE: A3  
**SHEET 34**  
 REF: M100611/COMP VERSION: GL 21/12/18




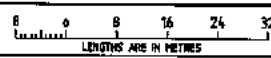
PS 709524N



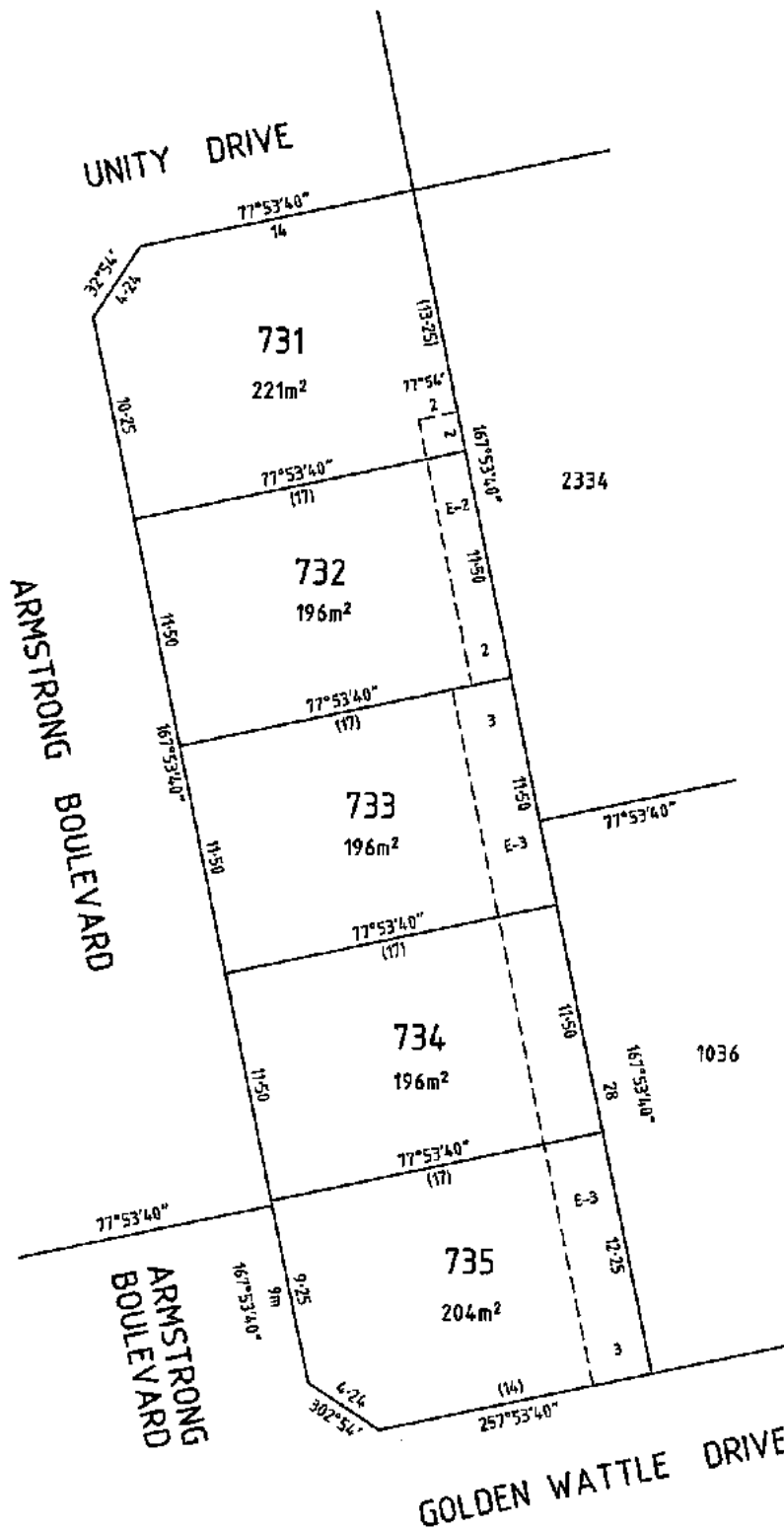
ENLARGEMENT:  
NOT TO SCALE



SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (AUS) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3006 T 03 9203 9600 F 03 9203 9699 www.calbrerogroup.com</p>	<p>SCALE 1:800</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 35</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP</p>	<p>VERSION: 01/19/18</p>		

PS 709524N

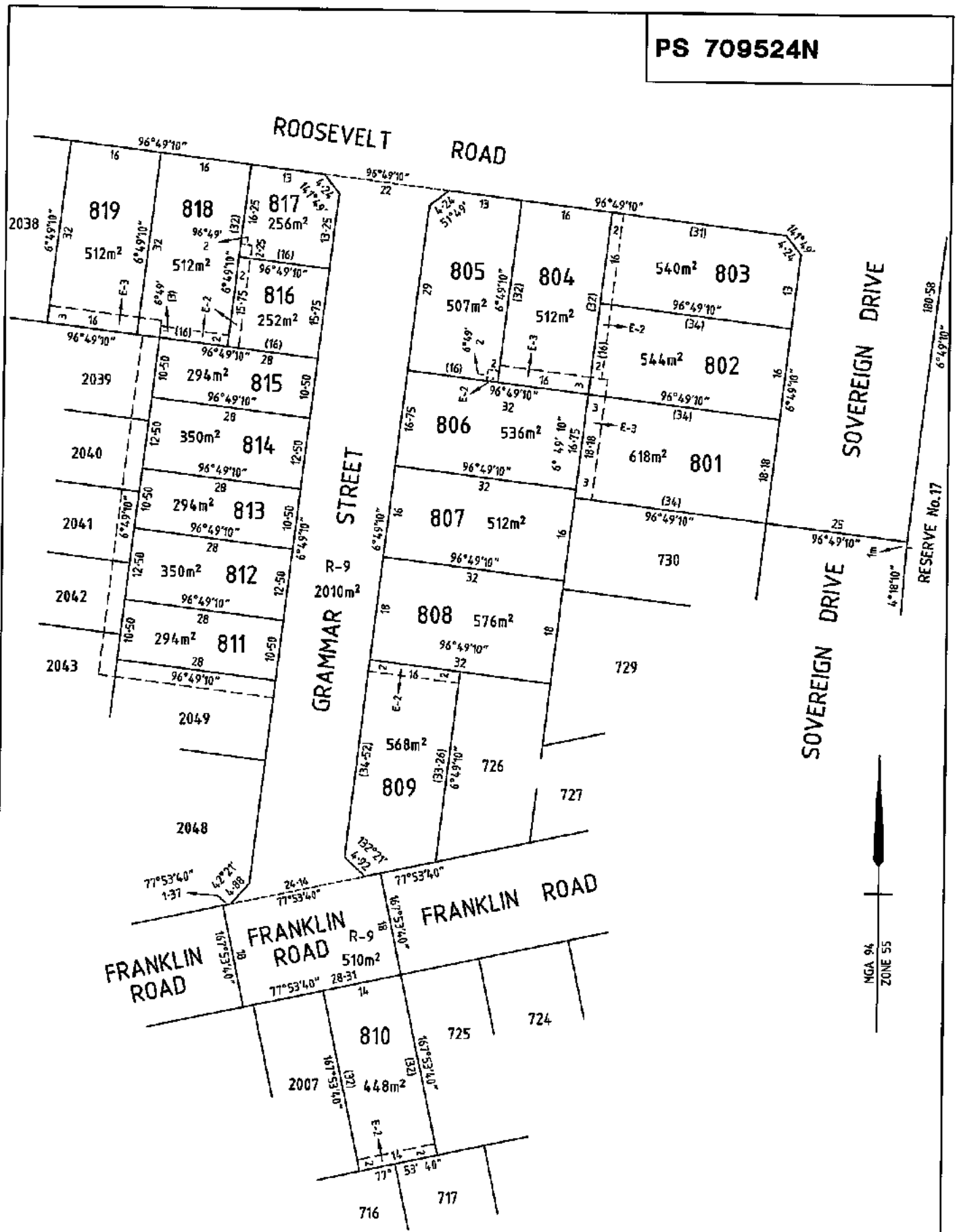


SEE SHEETS 6 & 7 FOR LOT INDEX


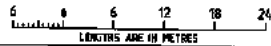
 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (A/EL) PTY LTD Level 2, 81 Southbank Boulevard Southbank VIC 3206 T 03 9203 9000 F 03 9203 9099 www.calbregr.com</p>	<p>SCALE 1:250</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 36</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		

REF: M100611/COMP VERSION: 01.20/11/19

PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>                 LICENSED LAND SURVEYORS &amp; ENGINEERS                  CALIBRE CONSULTING (HELD) PTY LTD                  Level 2, 55 Southbank Boulevard                  Southbank VIC 3006                  T 03 9203 9000                  F 03 9203 9059                  www.calbragroup.com.au             </p>	SCALE 1:600	 <p>                 0 6 12 18 24                  METRES ARE IN METRES             </p>	ORIGINAL SHEET SIZE: A3	SHEET 37
	ZDIS ARAVANIS, LICENSED SURVEYOR			
REF: M100611/COMP      VERSION:      DL 21/1/18				

PS 709524N

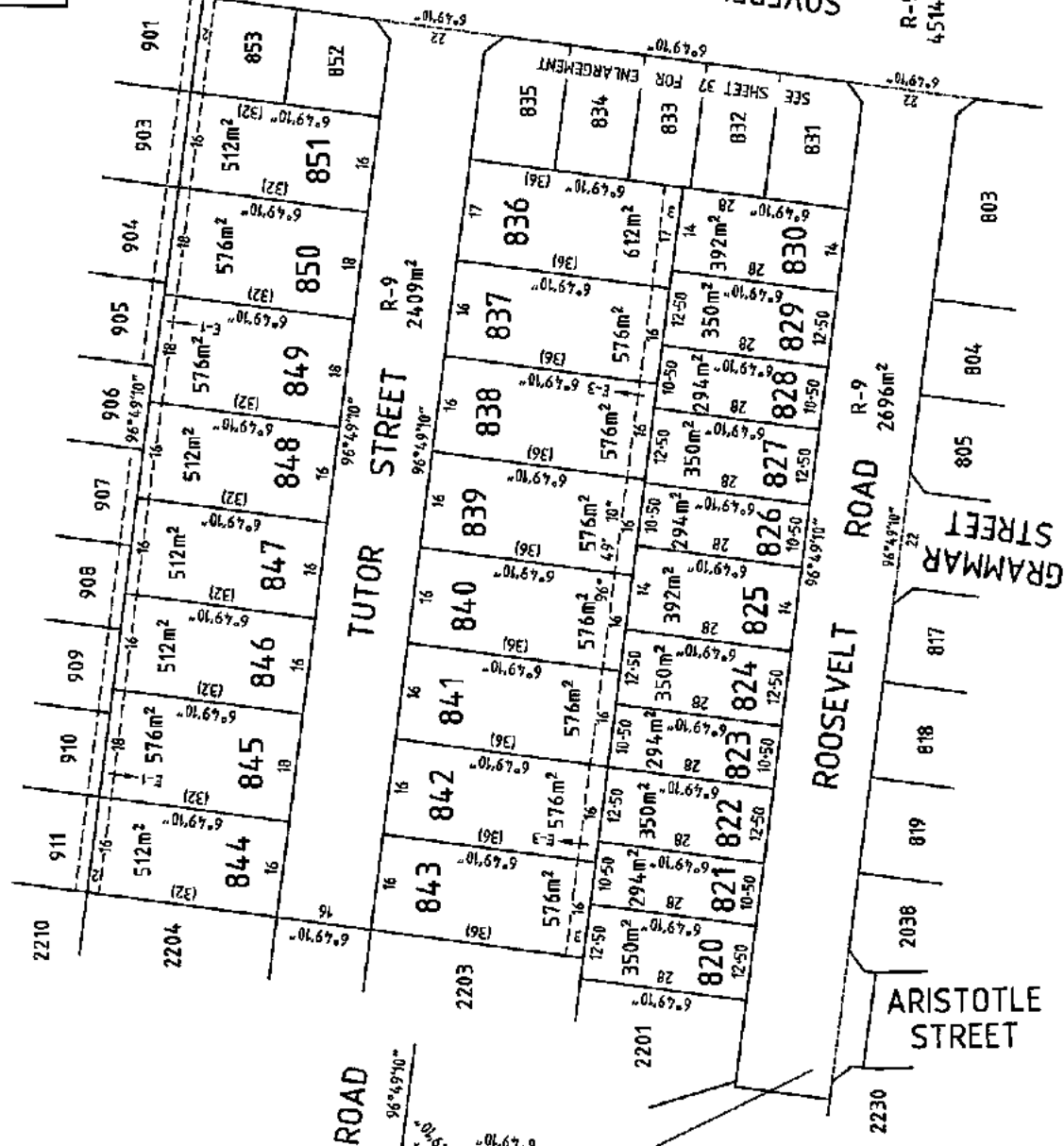
S702(PT)

MGA 94  
ZONE 55

RESERVE No.17

SOVEREIGN DRIVE

R-9  
4514m<sup>2</sup>



ENLARGEMENT  
NOT TO SCALE

Roosevelt Road


Aristotle Street

Roosevelt Road

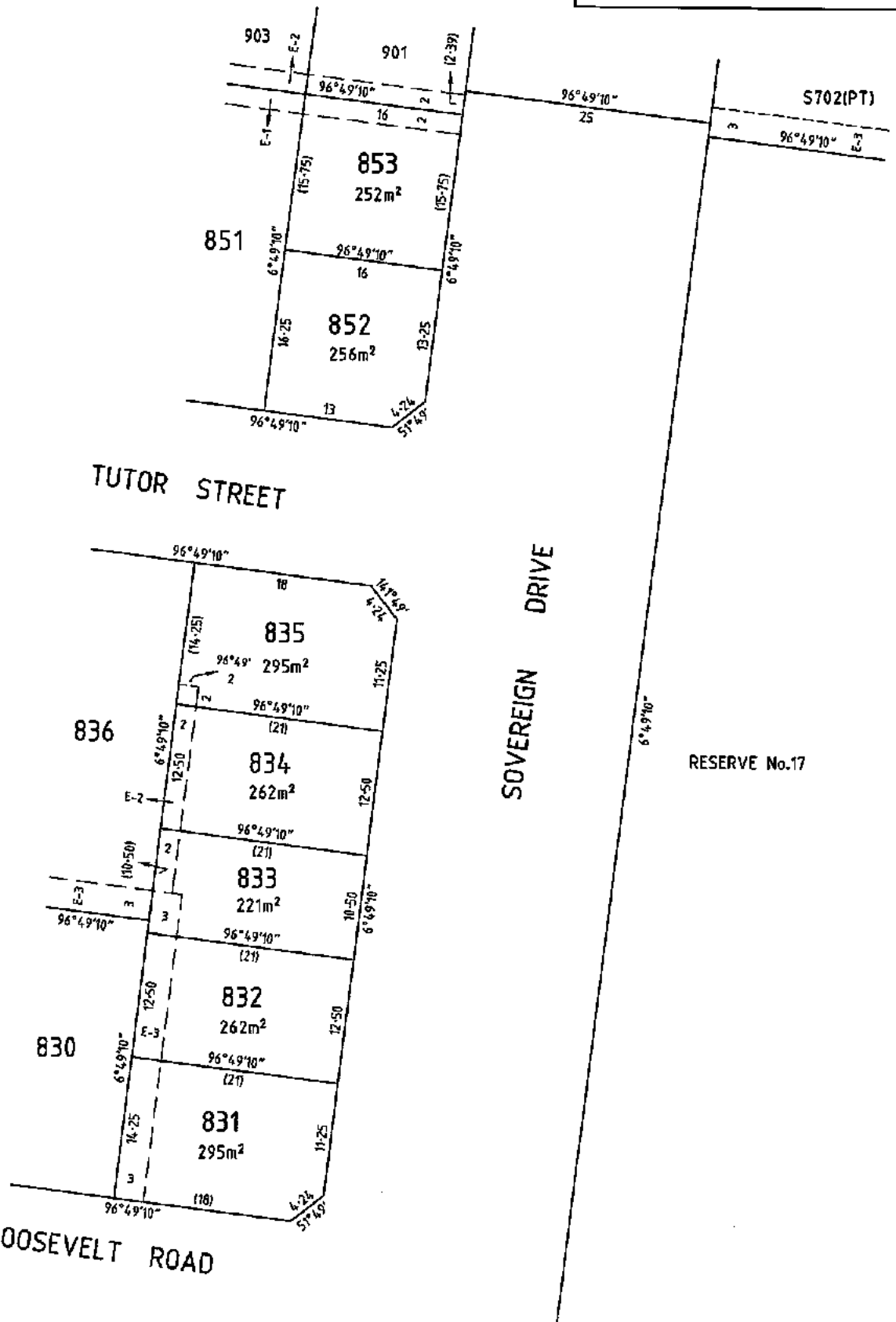
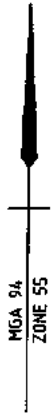
Grammar Street

Aristotle Street

SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENCED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (AUSTRIA) PTY LTD Level 2, 88 Southbank Boulevard Melbourne VIC 3006 T: 03 9270 8000 F: 03 9203 8088 www.calibregroup.com</p>		<p>REF: M100611/COMP</p>	<p>DATE: 27/01/18</p>
<p>SCALE 1:800</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 30</p>	<p>2018 ARAYANIS, LICENSED SURVEYOR</p>

PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

**calibre**  
CALIBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (AUSTRALIA) PTY LTD  
Level 2, 55 Southbank Boulevard  
Southbank VIC 3008

T 03 9803 9000  
F 03 9803 9099  
www.calbrereg.com.au

REF: M100611/COMP      VERSION:      Q. 21/11/18

SCALE  
1:400

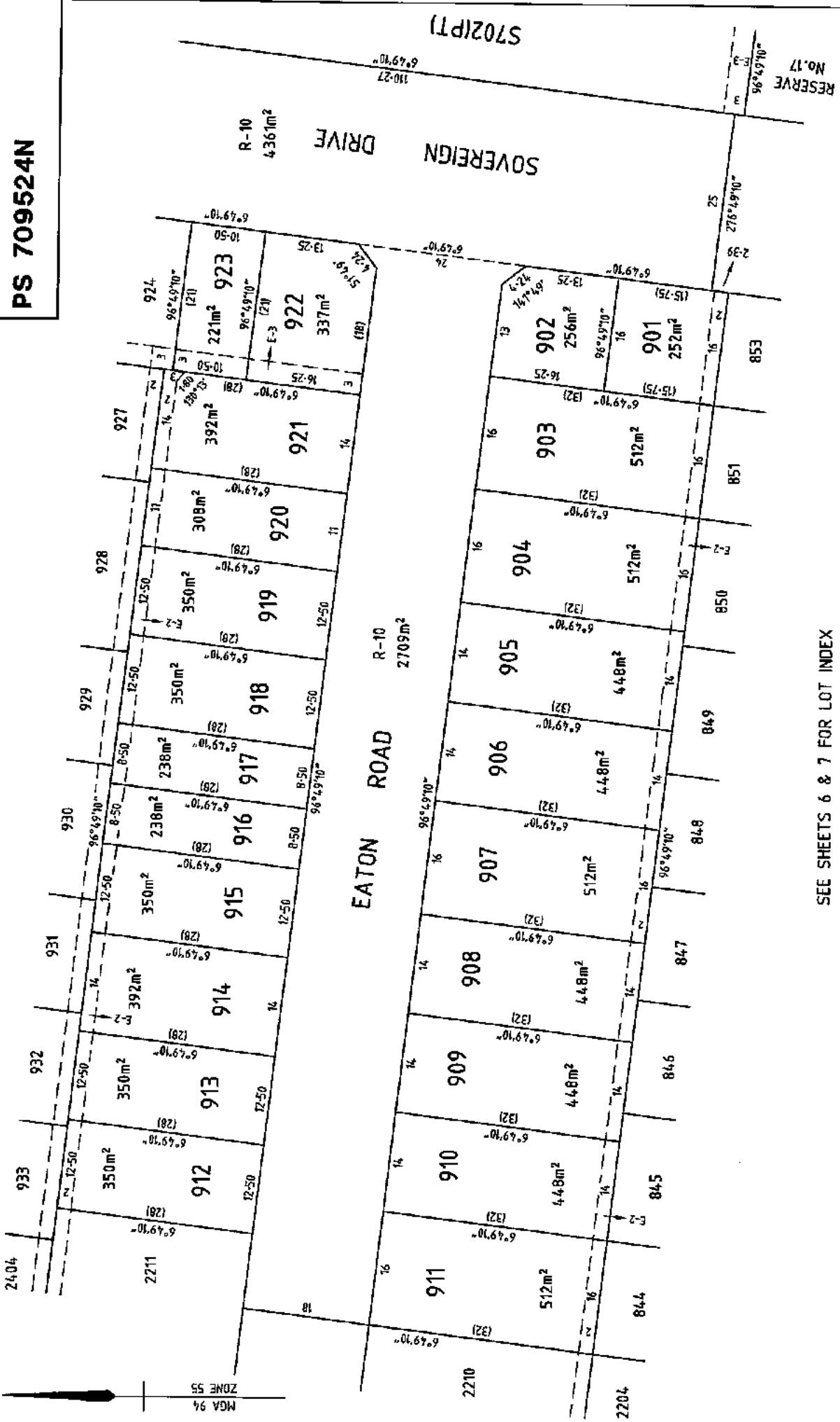
LENGTHS ARE IN METRES

ZOIS ARAVANIS, LICENSED SURVEYOR

ORIGINAL SHEET  
SIZE: A3

SHEET 39

PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

<p><b>callibre</b> CALIBRE GROUP</p>		<p>REF: M100611/COMP</p> <p>VERSION: 01_29/12/18</p>
<p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (AELER) PTY LTD Level 2, 88 Southbank Boulevard Southbank VIC 3008</p> <p>T 03 9613 9000 F 03 9623 9058 www.callibregroup.com</p>		<p>ZOIS ARAYANIS, LICENSED SURVEYOR</p>
<p>SCALE 1:500</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 40</p>

MGA 94 ZONE 55

PS 709524N

S702(PT)

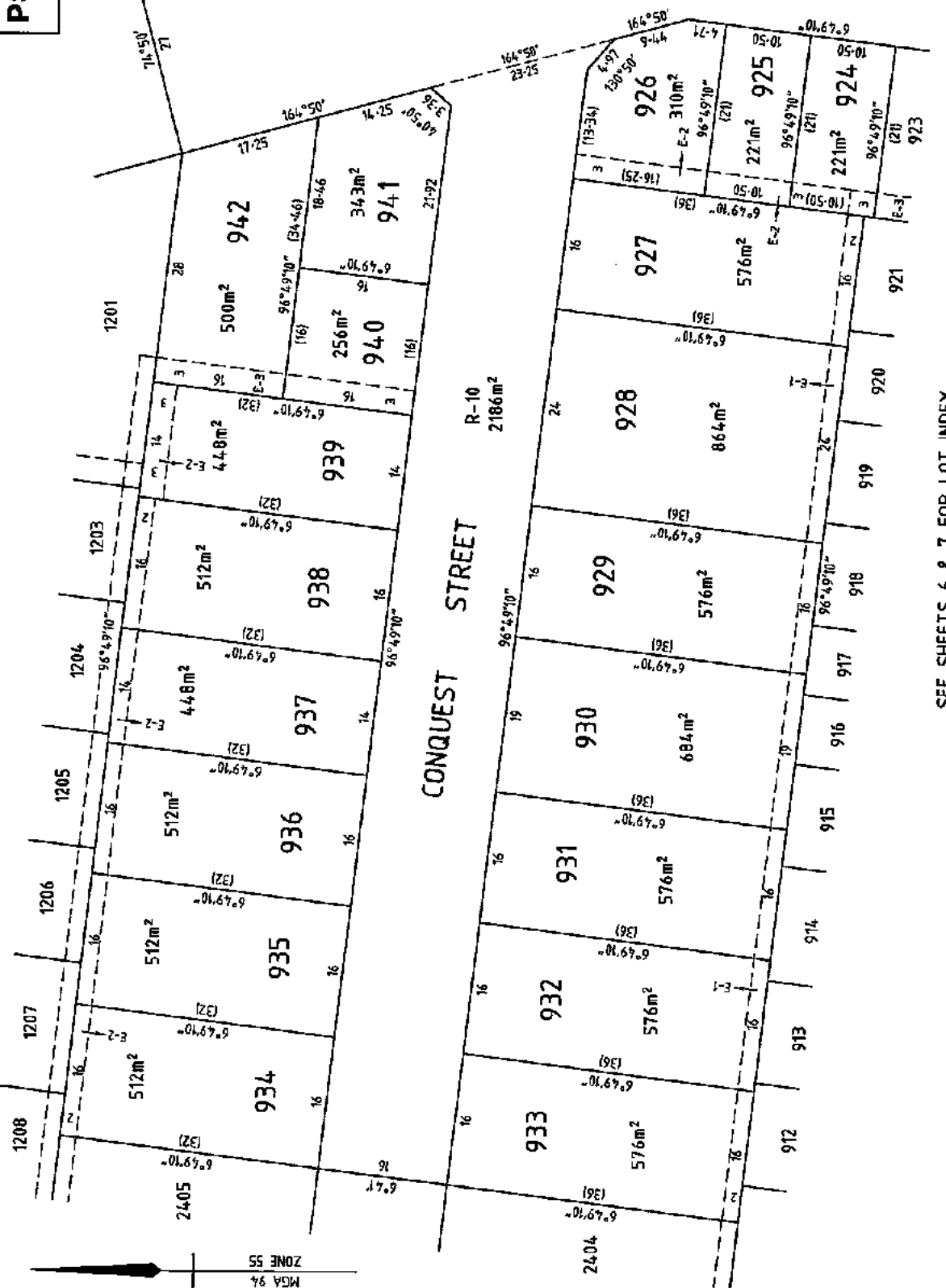
SOVEREIGN DRIVE

R-10  
4361m<sup>2</sup>

CONQUEST STREET

R-10  
2186m<sup>2</sup>

SEE SHEETS 6 & 7 FOR LOT INDEX



SHEET 41

ORIGINAL SHEET  
SIZE: A3

SCALE  
1:500

LENGTHS ARE IN METRES

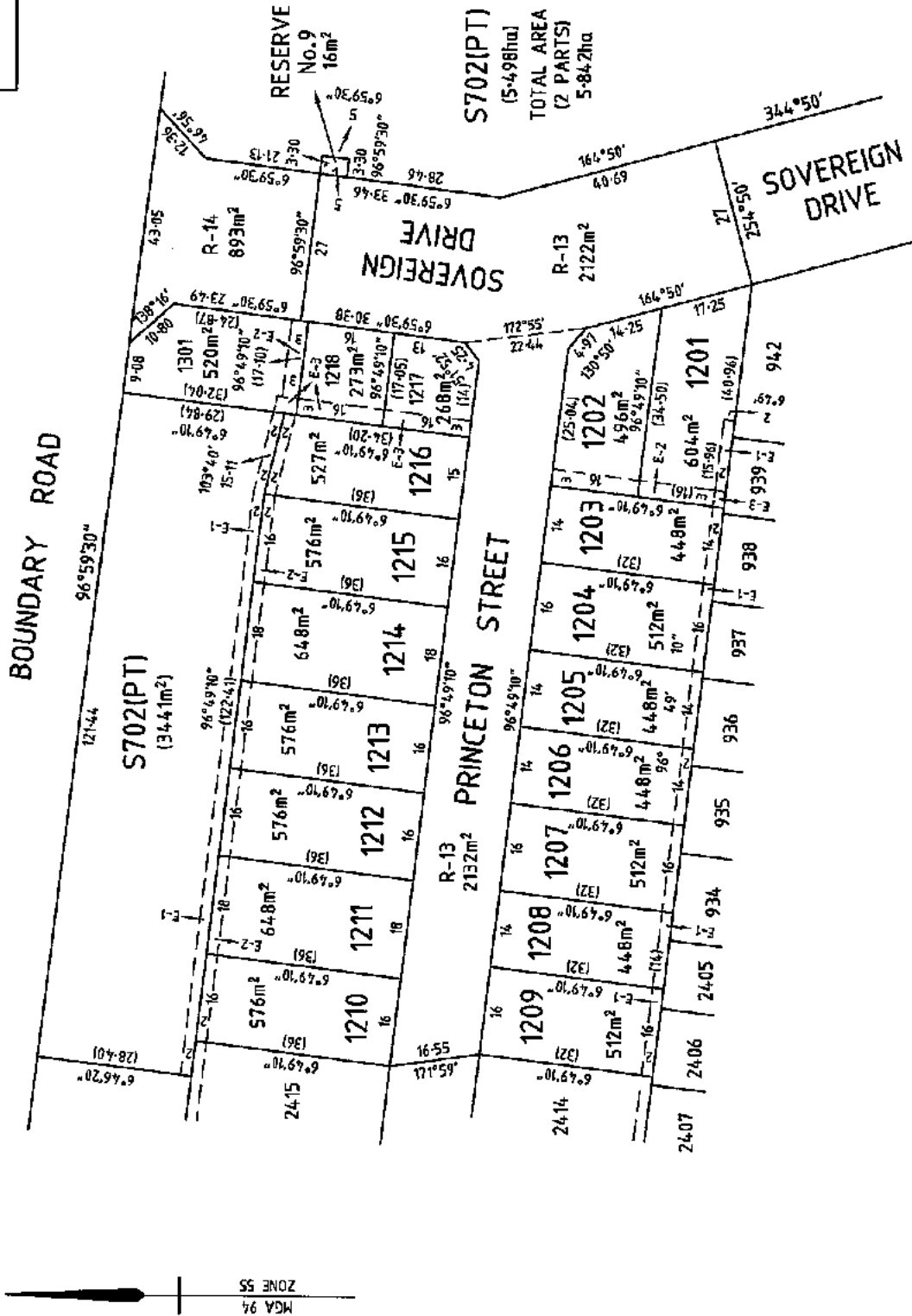
ZOIS ARAVANIS, LICENSED SURVEYOR

LICENSED LAND SURVEYORS & ENGINEERS  
CALBRE CONSULTING (MELB) PTY LTD  
Level 2, 85 Southbank Boulevard  
Southbank VIC 3006  
T 03 8003 8000  
F 03 8003 8006  
www.calbre.com.au



REF: M100611/COMP VERSION: G 25/1/18

PS 709524N



BOUNDARY ROAD

SOVEREIGN DRIVE

PRINCETON STREET

SOVEREIGN DRIVE

S702(PT)  
(34.41m²)

S702(PT)  
(5.498ha)  
TOTAL AREA  
(2 PARTS)  
5.842ha

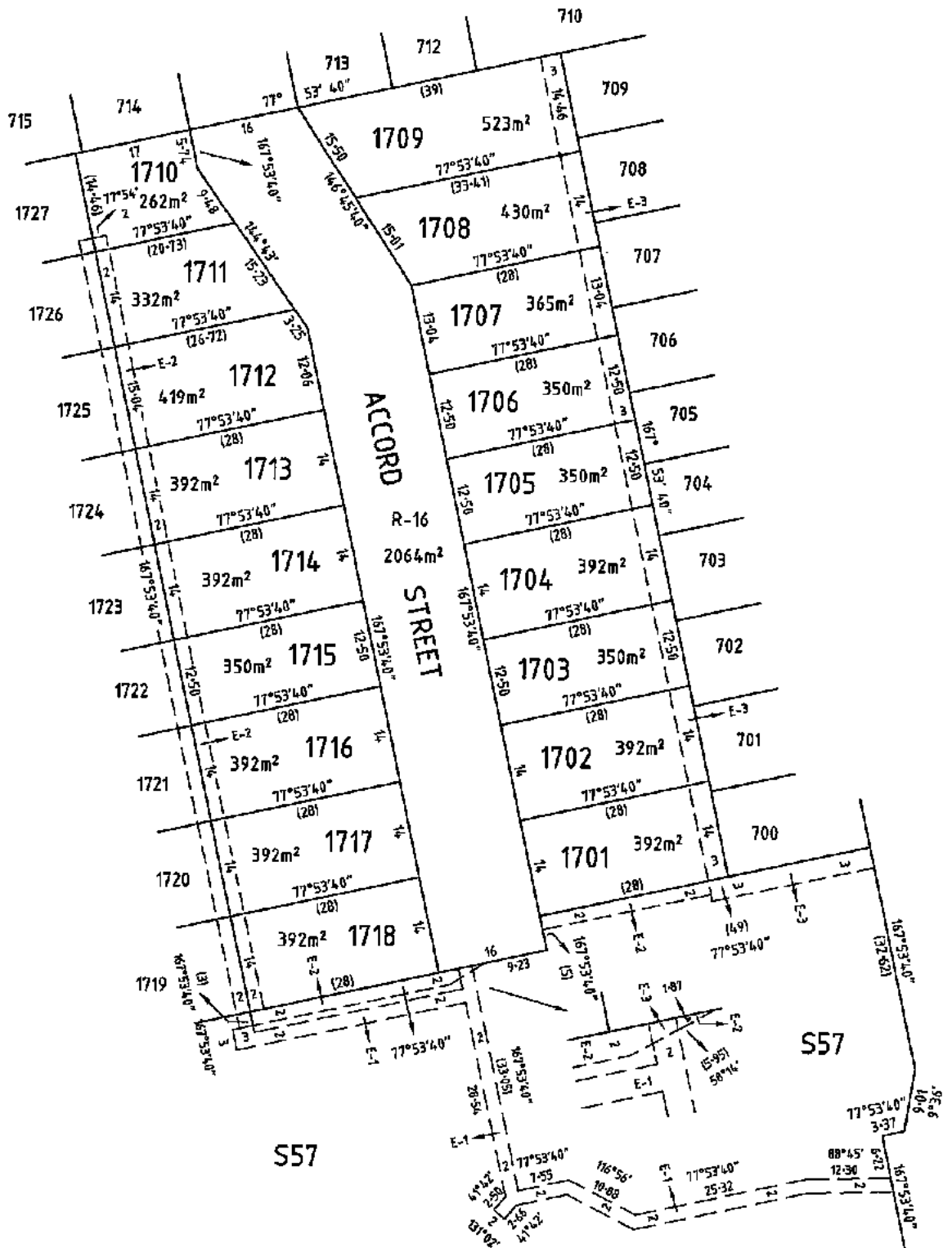


SEE SHEETS 6 & 7 FOR LOT INDEX

<p>SCALE 1:800</p>		<p>ORIGINAL SHEET SIZE: A3</p>		<p>SHEET 42</p>	
<p>8 16 24 32 METERS ARE IN METRES</p>					
<p>ZOIS ARAYANIS, LICENSED SURVEYOR</p>					
<p>REF: M100611/COMP VERSION: 6. 25/1/18</p>					
<p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALBRE CONSULTING (MELB) PTY LTD Level 2, 88 Southbank Boulevard Southbank VIC 3006 T 03 9003 8000 F 03 9003 8056 www.calbregroup.com</p>					



PS 709524N

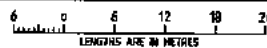


SEE SHEETS 6 & 7 FOR LOT INDEX



LICENSED LAND SURVEYORS & ENGINEERS  
 CALIBRE CONSULTING (M&B) PTY LTD  
 Level 2, 55 Bourkebank Boulevard  
 Southbank VIC 3006  
 T 03 9209 9100  
 F 03 9209 9099  
 www.calbregroup.com

SCALE  
 1:600



ORIGINAL SHEET  
 SIZE: A3

SHEET 43

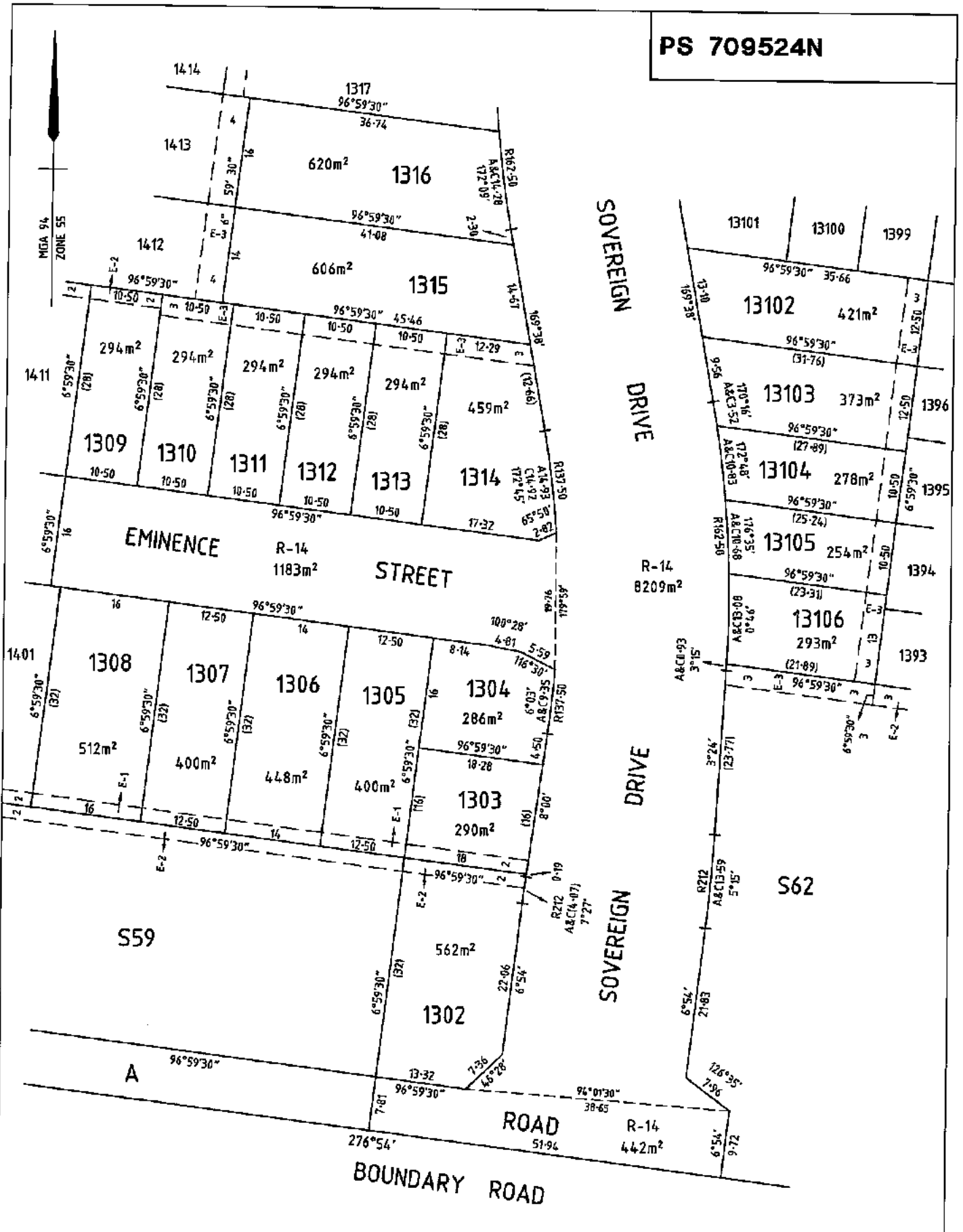
ZOIS ARAVANIS, LICENSED SURVEYOR

REF: M100611/COMP



VERSION:

21/11/18

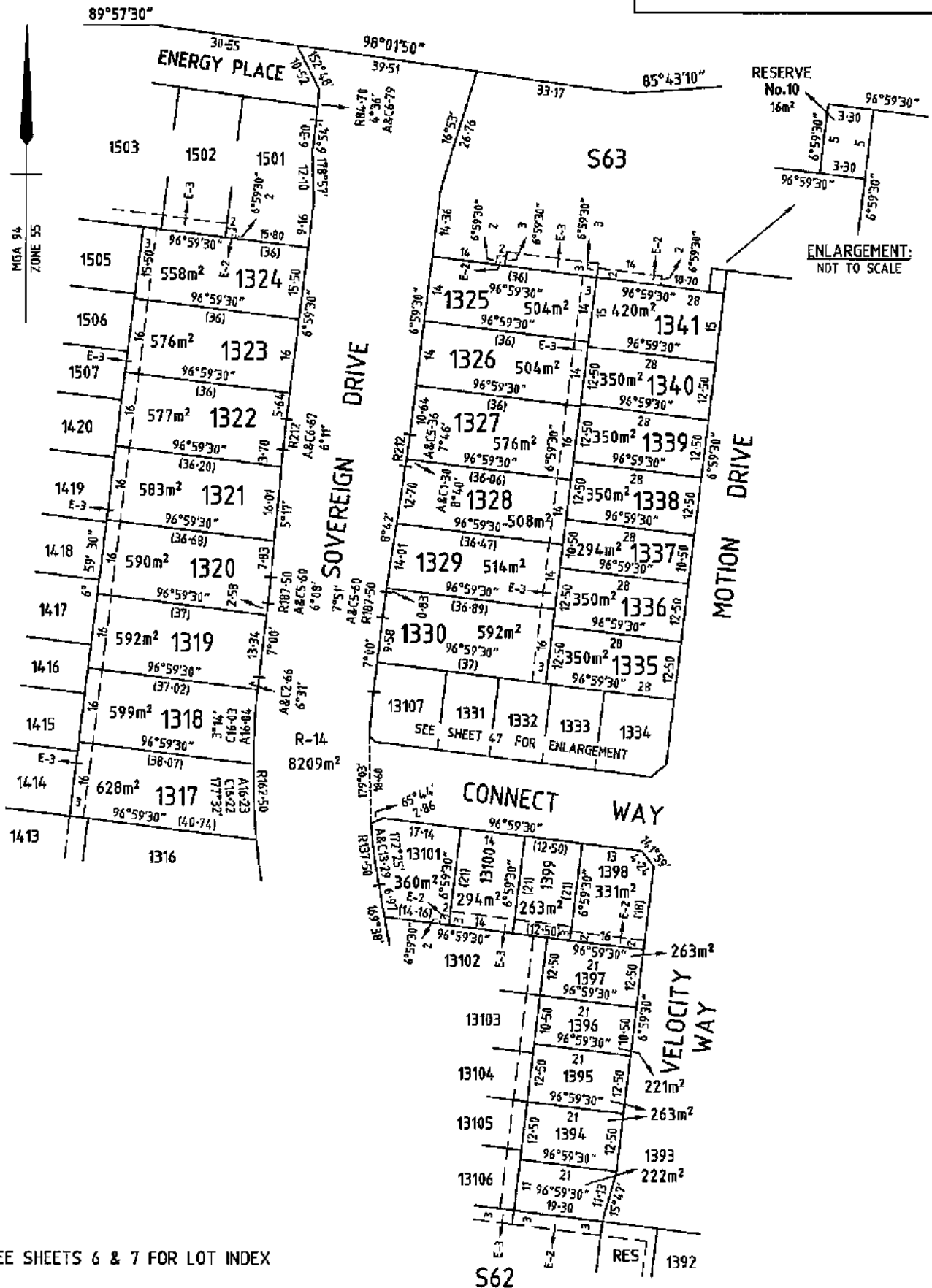
PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3006</p> <p>T 03 9003 8000 F 03 9003 8099 www.calbrigroup.com</p>	<p>SCALE 1:500</p> 	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 44</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP VERSION: 01, 20/11/18</p>			

PS 709524N

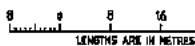


SEE SHEETS 6 & 7 FOR LOT INDEX



LICENSED LAND SURVEYORS & ENGINEERS  
 CALIBRE CONSULTING (MELB) PTY LTD  
 Level 2, 55 Scutbank Boulevard  
 Southbank VIC 3006  
 T 03 9208 9000  
 F 03 9208 9099  
 www.calibregroup.com

SCALE  
 1:800



ORIGINAL SHEET  
 SIZE: A3

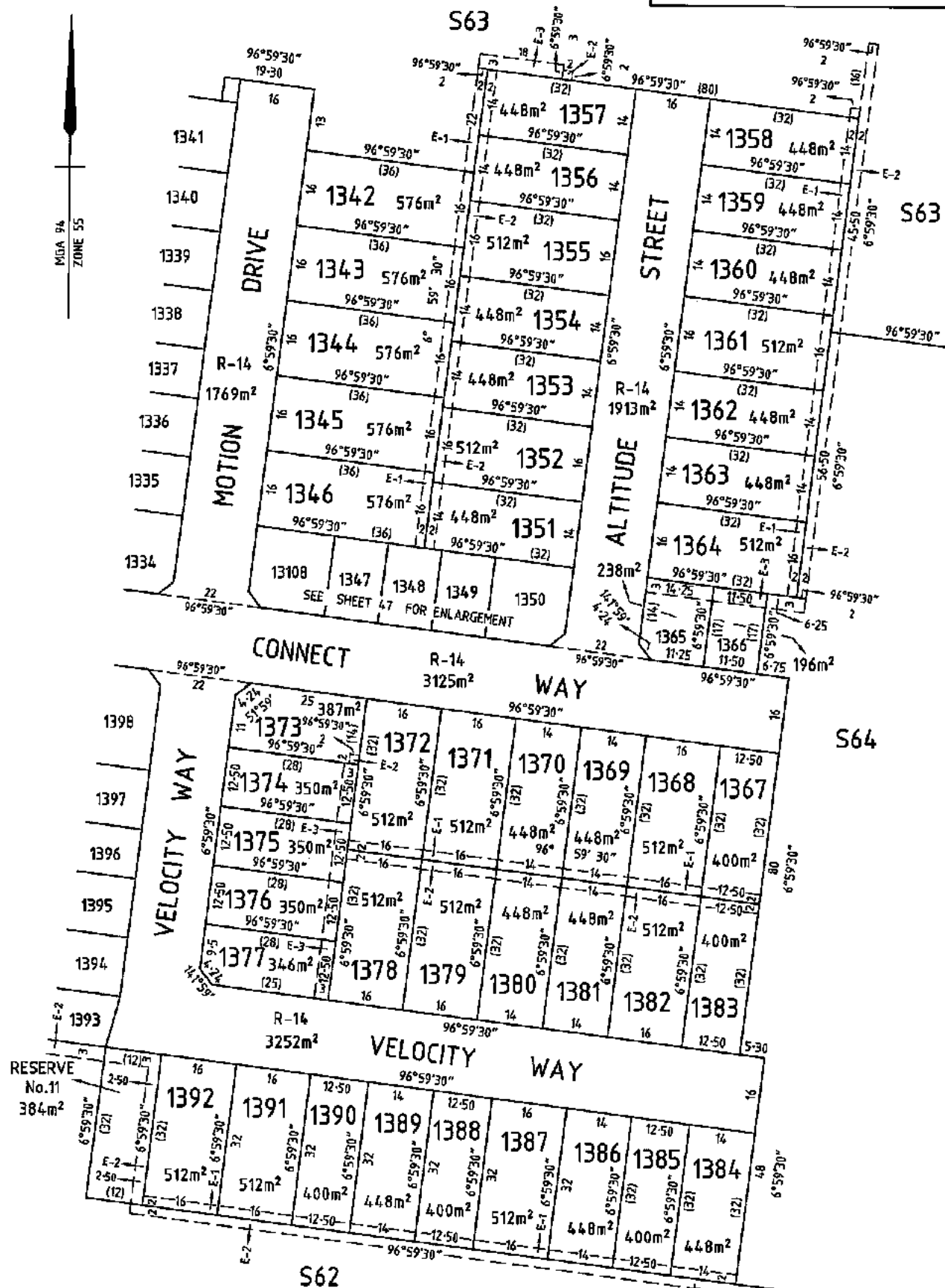
SHEET 45

ZOIS ARAVANIS, LICENSED SURVEYOR


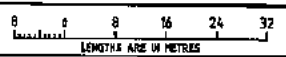
REF: M100611/COMP VERSION:

GL 27/11/18

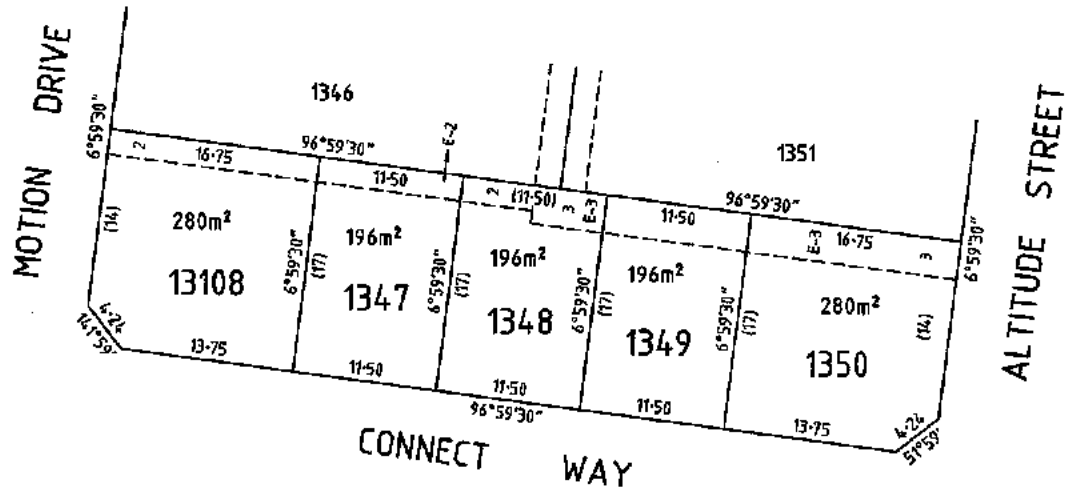
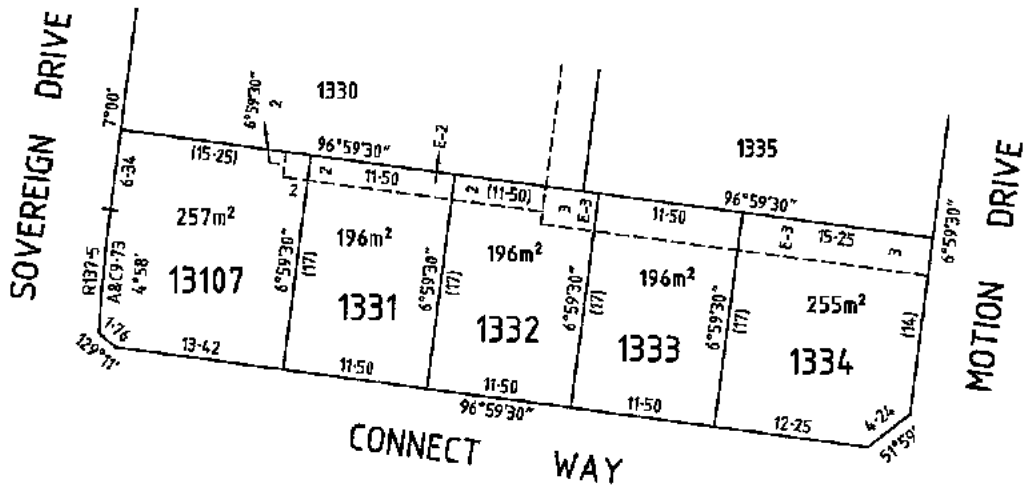
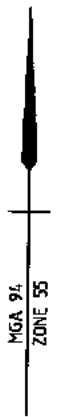
PS 709524N





SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (A/SEB) PTY LTD Level 2, 55 Southbank Blvd Southbank VIC 3006</p> <p>T 03 9203 9000 F 03 9203 9029 www.calbrigroup.com</p>	<p>SCALE 1:800</p> 	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 46</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP VERSION: GL 27/10/18</p>			

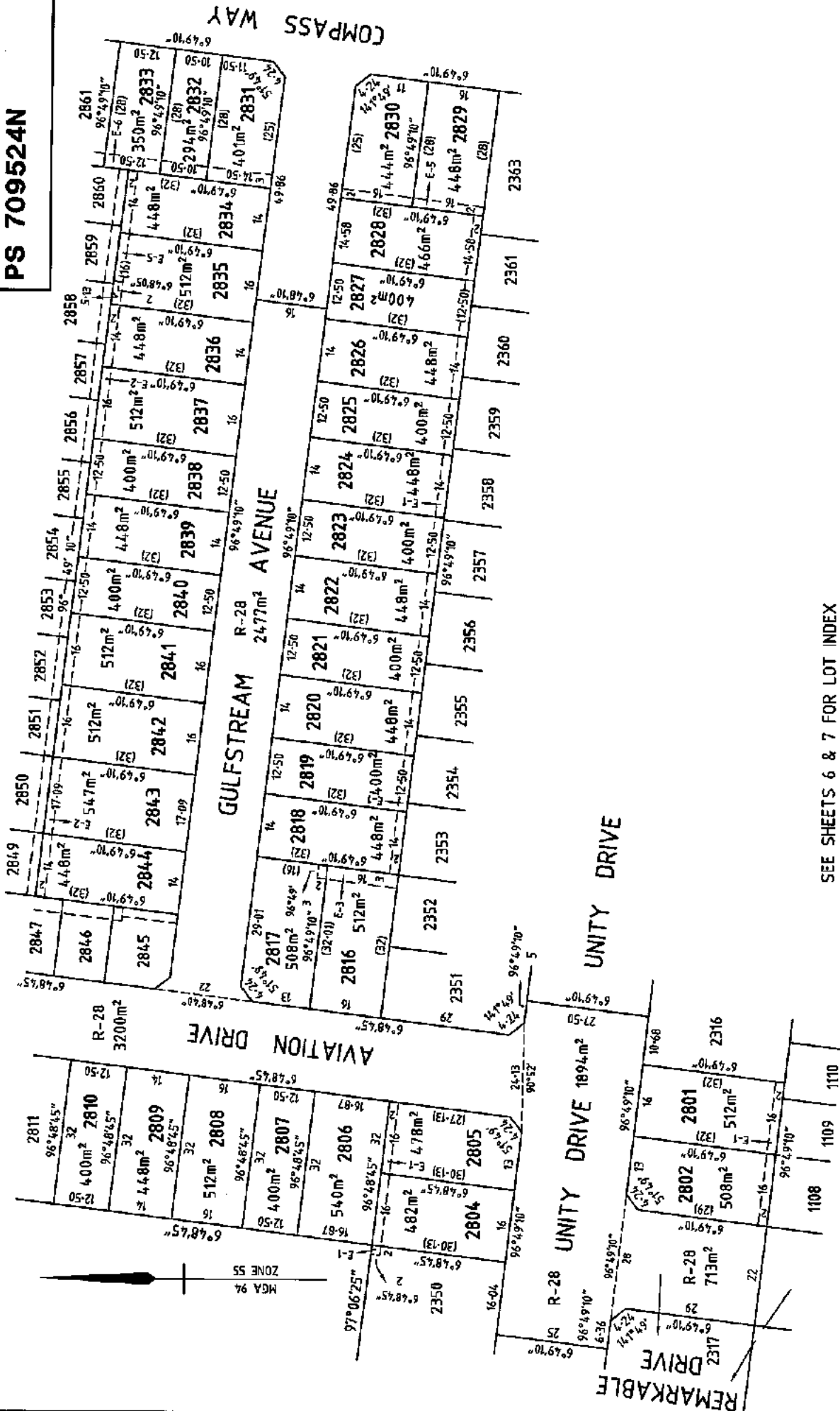
PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS                  CALIBRE CONSULTING (A/BS) PTY LTD                  Level 2, 51 Southbank Boulevard                  Southbank VIC 3006                  T 03 9203 9000                  F 03 9203 9099                  www.calibregroup.com</p>	SCALE 1:400	 <p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE: A3	SHEET 47
	ZOIS ARAVANIS, LICENSED SURVEYOR			
REF: M100611/COMP VERSION: G. 21/11/18				

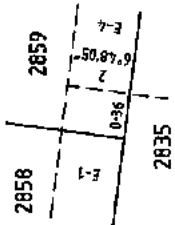
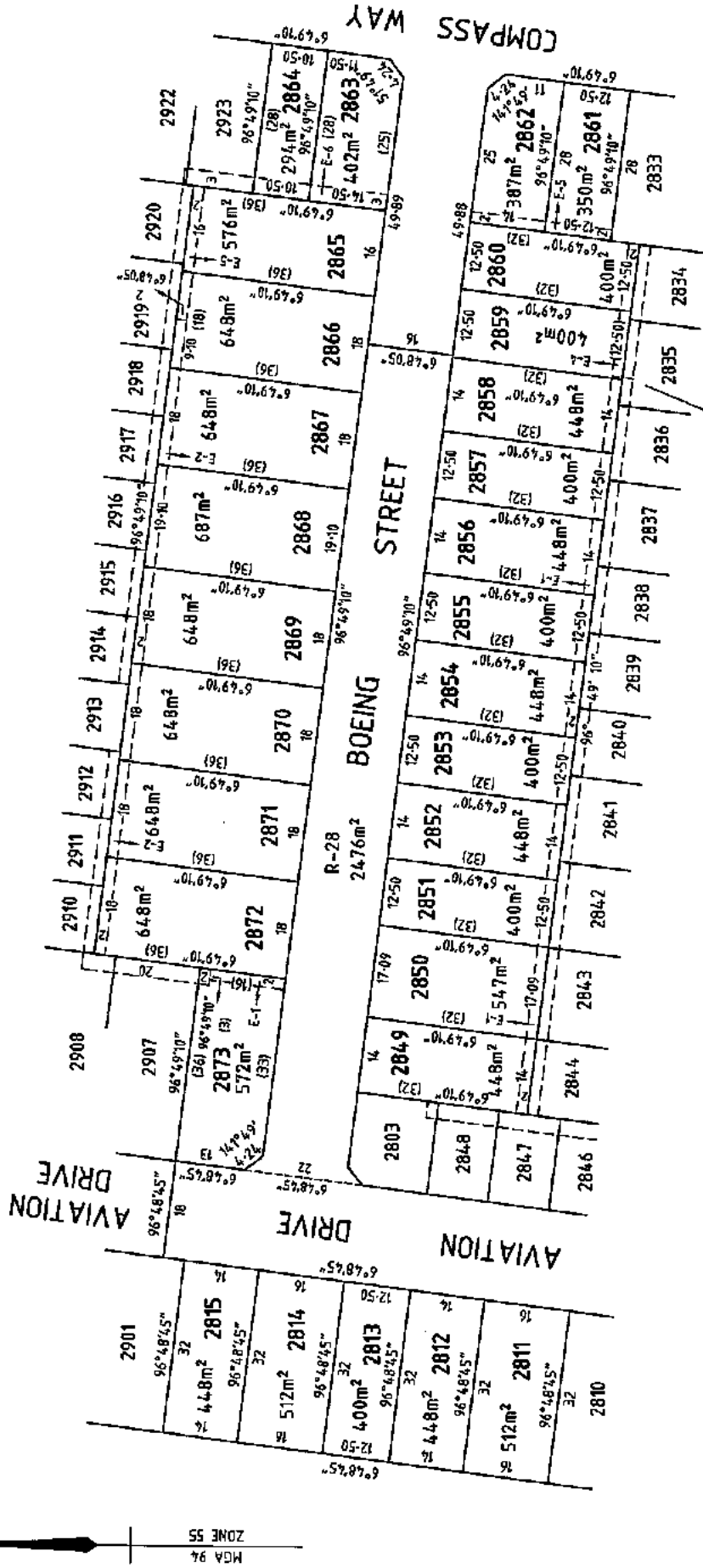
PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX


<p>SCALE 1:800</p> <p>ORIGINAL SHEET SIZE: A3</p>		<p>SHEET 48</p>
<p>LENGTHS ARE IN METRES</p>		<p>2018 ARAYANIS, LICENSED SURVEYOR</p>
<p>REF: M100611/COMP VERSION: 0.2/10/18</p>		
<p>LICENSED LAND SURVEYORS &amp; ENGINEERS                  CALBRE CONSULTING (HOLDINGS) PTY LTD                  Level 2, 55 Stockmarket Boulevard                  Southbank VIC 3006                  T 03 9000 9000                  F 03 9000 9009                  www.calbregrps.com</p>		

PS 709524N

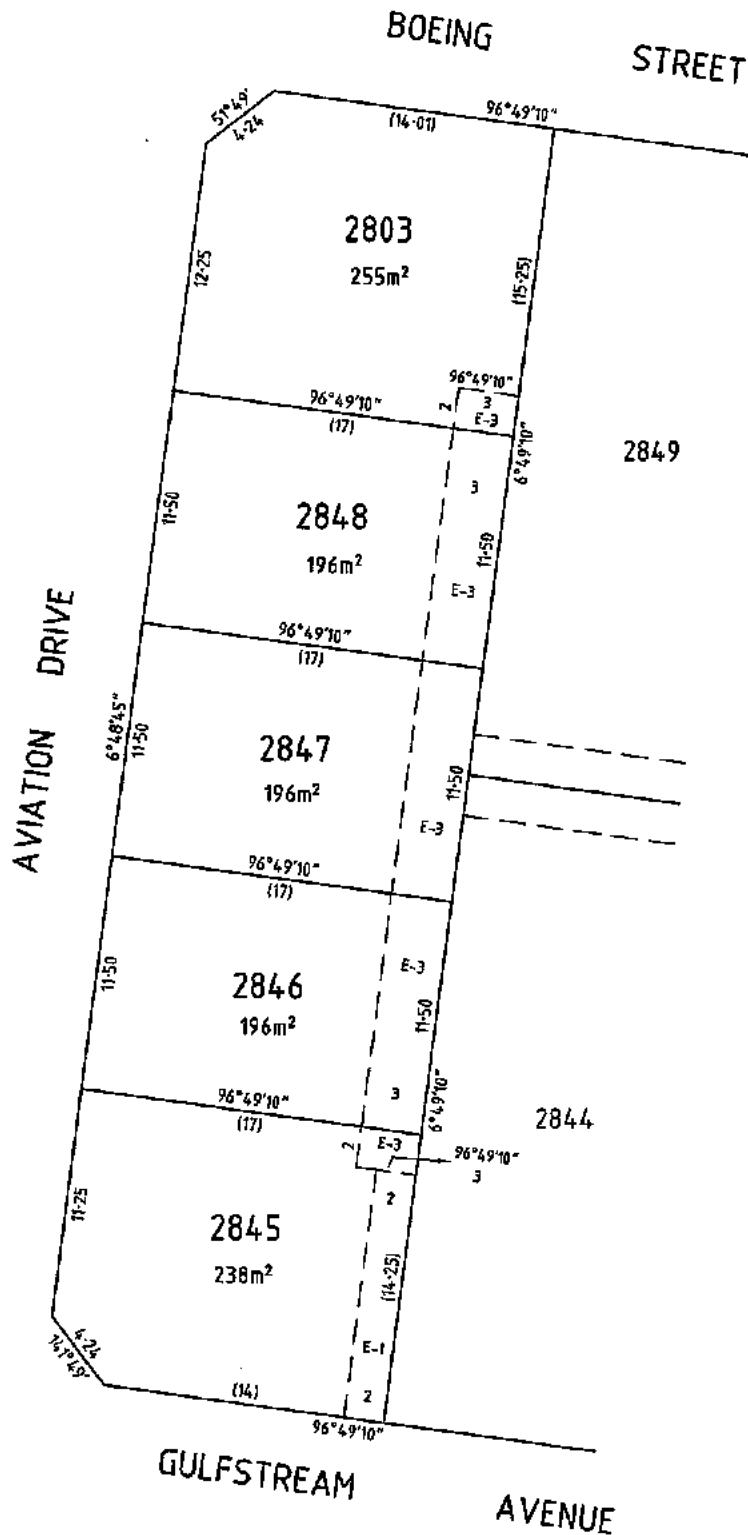


ENLARGEMENT:  
NOT TO SCALE



SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>                 LICENCED LAND SURVEYORS &amp; ENGINEERS                  CALIBRE CONSULTING (AUSTRIA) LTD                  Level 2, 88 Southbank Boulevard                  Southbank, VIC 3008                  T 03 9203 9000                  F 03 9203 9099                  www.callibregroup.com             </p>		ORIGINAL SHEET SIZE: A3	SHEET 49
SCALE 1:800	0 8 16 24 32 METRES ARE IN METRES	ZONIS ARAYANIS, LICENCED SURVEYTOR	
REF: M100611/COMP VERSION: 01 21/01/18			

PS 709524N



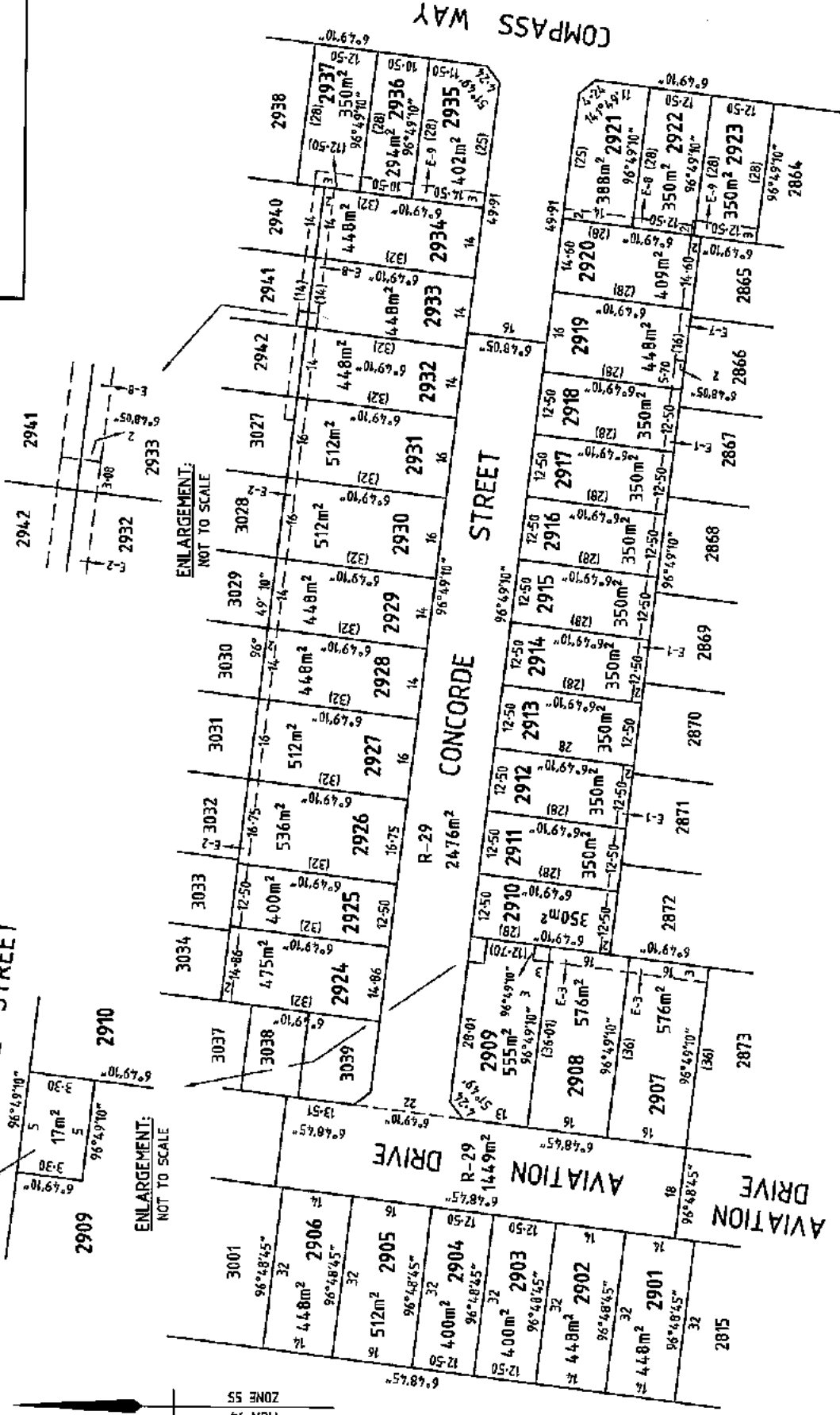
SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS          CALIBRE CONSULTING (A/SLB) PTY LTD          Level 2, 65 Southbank Boulevard          Southbank VIC 3006          T 03 9203 9099          F 03 9203 9059          www.calbregroup.com</p>	<p>SCALE          1:250</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET          SIZE: A3</p>	<p>SHEET 50</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP      VERSION:      Q. 22/11/18</p>			



PS 709524N


RESERVE No.12 CONCORDE STREET



ENLARGEMENT:  
NOT TO SCALE

ENLARGEMENT:  
NOT TO SCALE

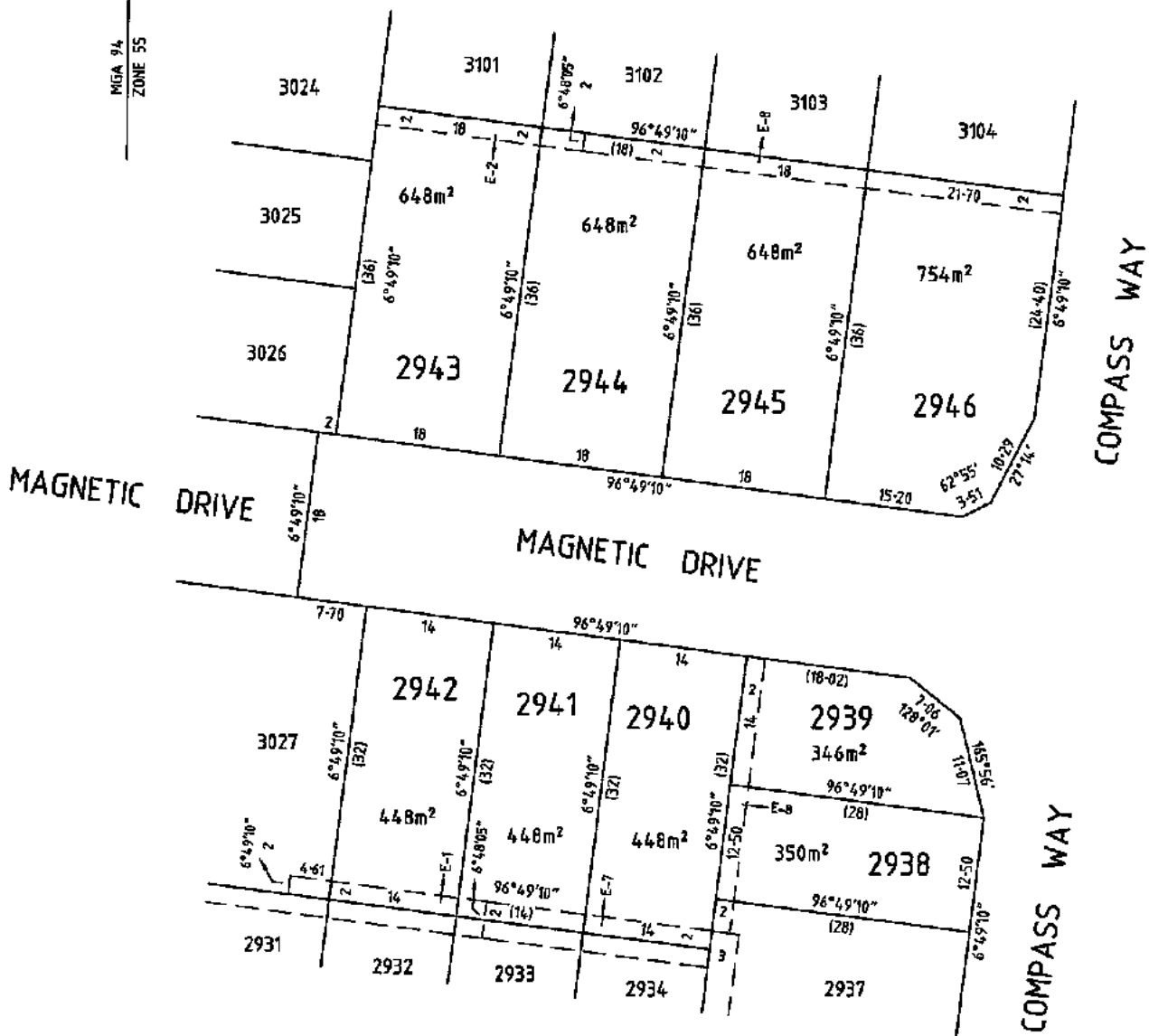
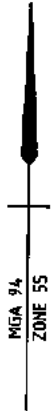
SEE SHEETS 6 & 7 FOR LOT INDEX


  
 LICENSED LAND SURVEYORS & ENGINEERS  
 CALIBRE CONSULTING (VIEL) PTY LTD  
 Level 2, 55 Sandhurst, Sandhurst  
 Sandhurst VIC 3309  
 T 03 9605 8000  
 F 03 9605 9008  
 www.calbregroup.com

REF: M100611/COMP VERSION 0.2/1/14

SCALE 1:800  
 ORIGINAL SHEET SIZE: A3  
 SHEET 51  
 ZOIIS ARAYANIS, LICENSED SURVEYOR

PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

**calbre**  
CALIBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (MELB) PTY LTD  
Level 2, 56 Southbank Boulevard  
Southbank VIC 3008

T 03 9263 9000  
F 03 9263 9092  
www.calbregroup.com

REF: M100611/COMP      VERSION:      DL 21/11/18

SCALE  
1:500

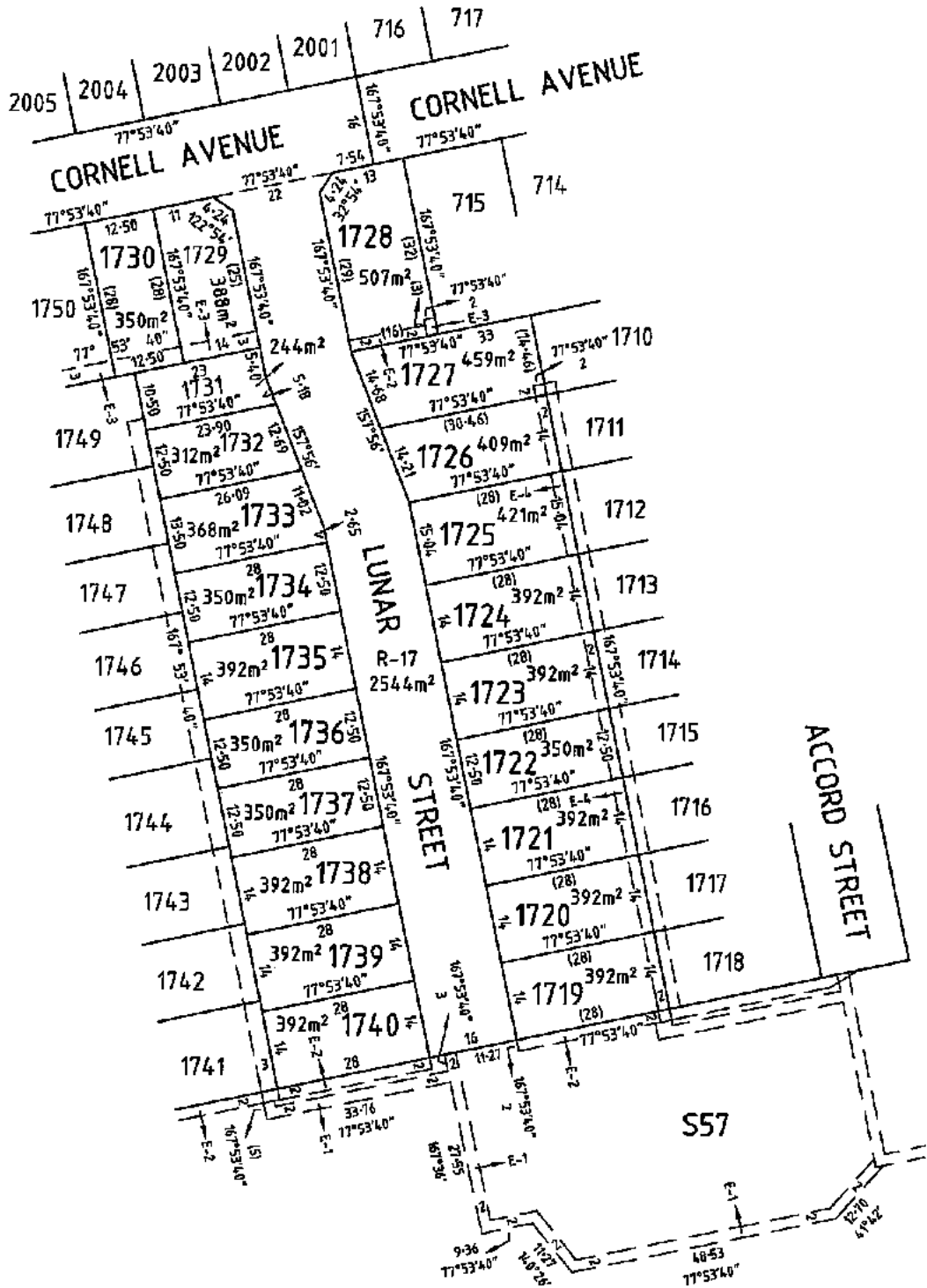
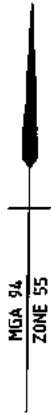
LENGTHS ARE IN METRES

ZOIS ARAVANIS, LICENSED SURVEYOR

ORIGINAL SHEET  
SIZE: A3

SHEET 52

PS 709524N

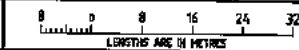


SEE SHEETS 6 & 7 FOR LOT INDEX



LICENSED LAND SURVEYORS & ENGINEERS  
 CALIBRE CONSULTING (MELB) PTY LTD  
 Level 12, 55 Squaires, Bourke Street  
 Southbank VIC 3006  
 T 03 9003 9000  
 F 03 9003 9009  
 www.calbregroup.com

SCALE  
 1:800



ORIGINAL SHEET  
 SIZE: A3

SHEET 53

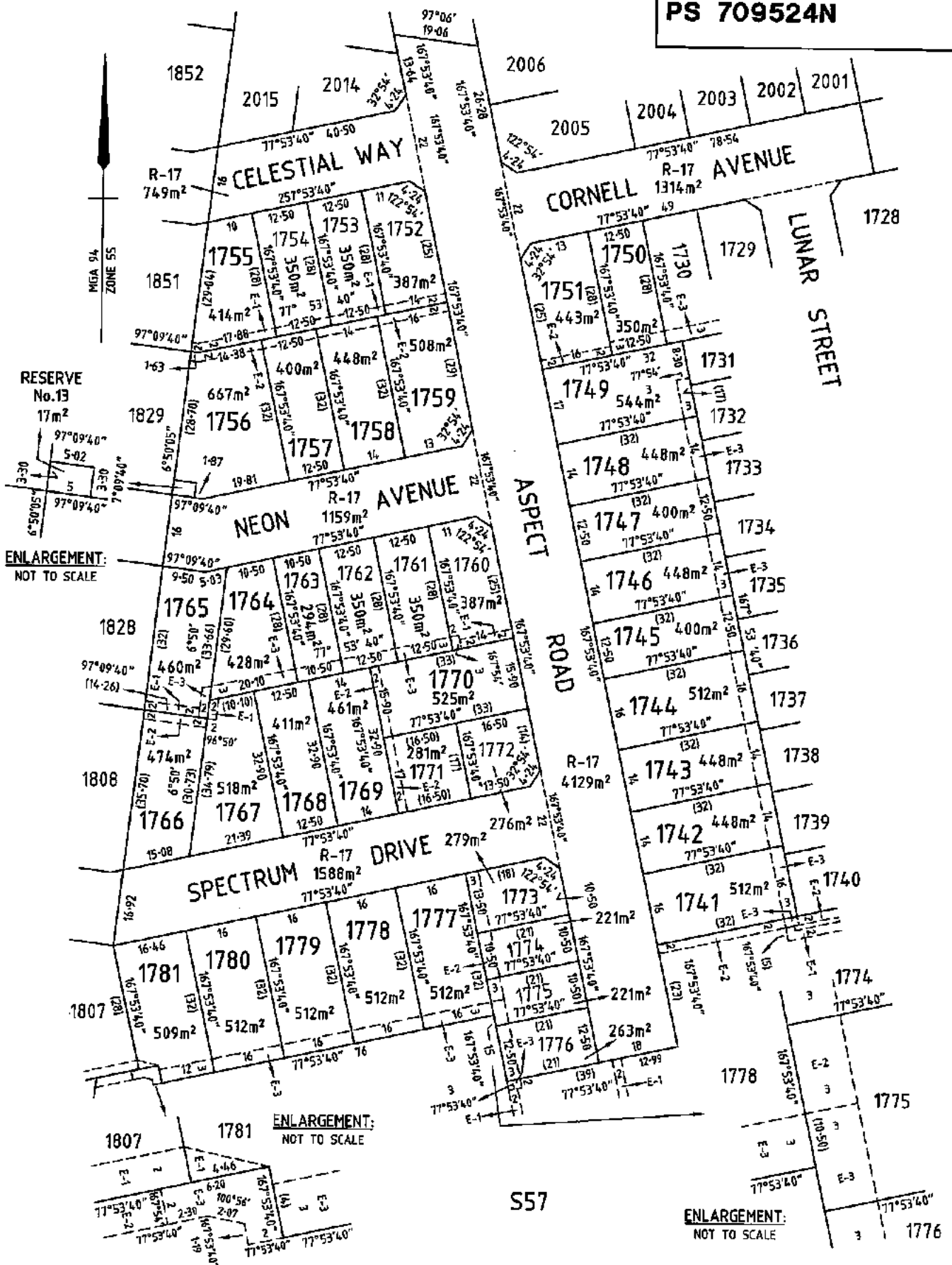
ZOIS ARAVAMS, LICENSED SURVEYOR

REF: M100611/COMP



VERSION:

01.21/11/18

PS 709524N



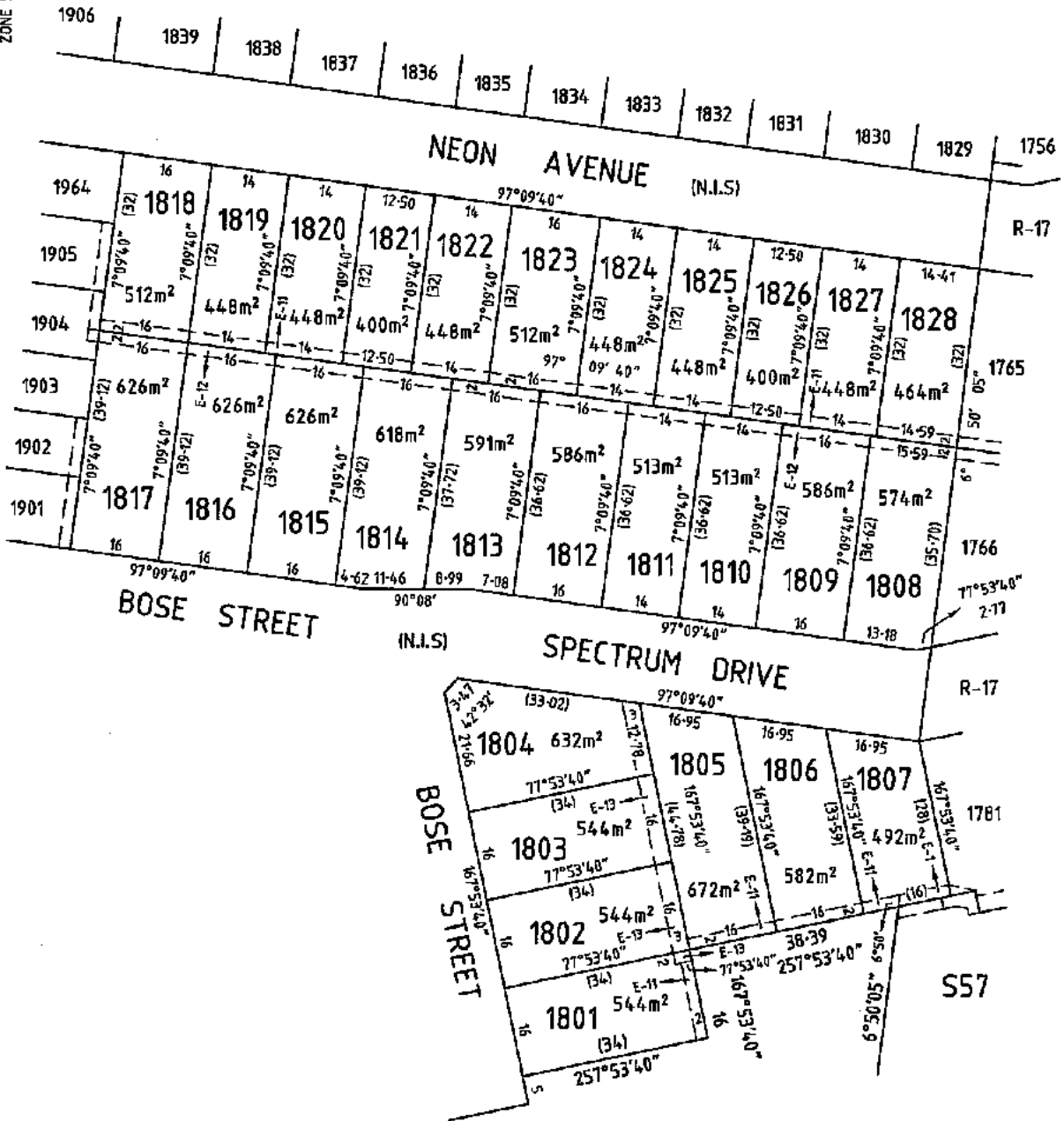
SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>                 LICENSED LAND SURVEYORS &amp; ENGINEERS                  CALIBRE CONSULTING (A/B) PTY LTD                  Level 2, 55 Southbank Boulevard                  St Albans VIC 3028                  T 03 9203 9050                  F 03 9203 9059                  www.calibregroup.com             </p>	SCALE 1:800	 <p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE: A3	SHEET 54
	ZOIIS ARAVANIS, LICENSED SURVEYOR			


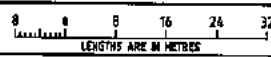
REF: M100611/COMP      VERSION:      Q. 22/11/18

PS 709524N

MGA 94  
ZONE 55

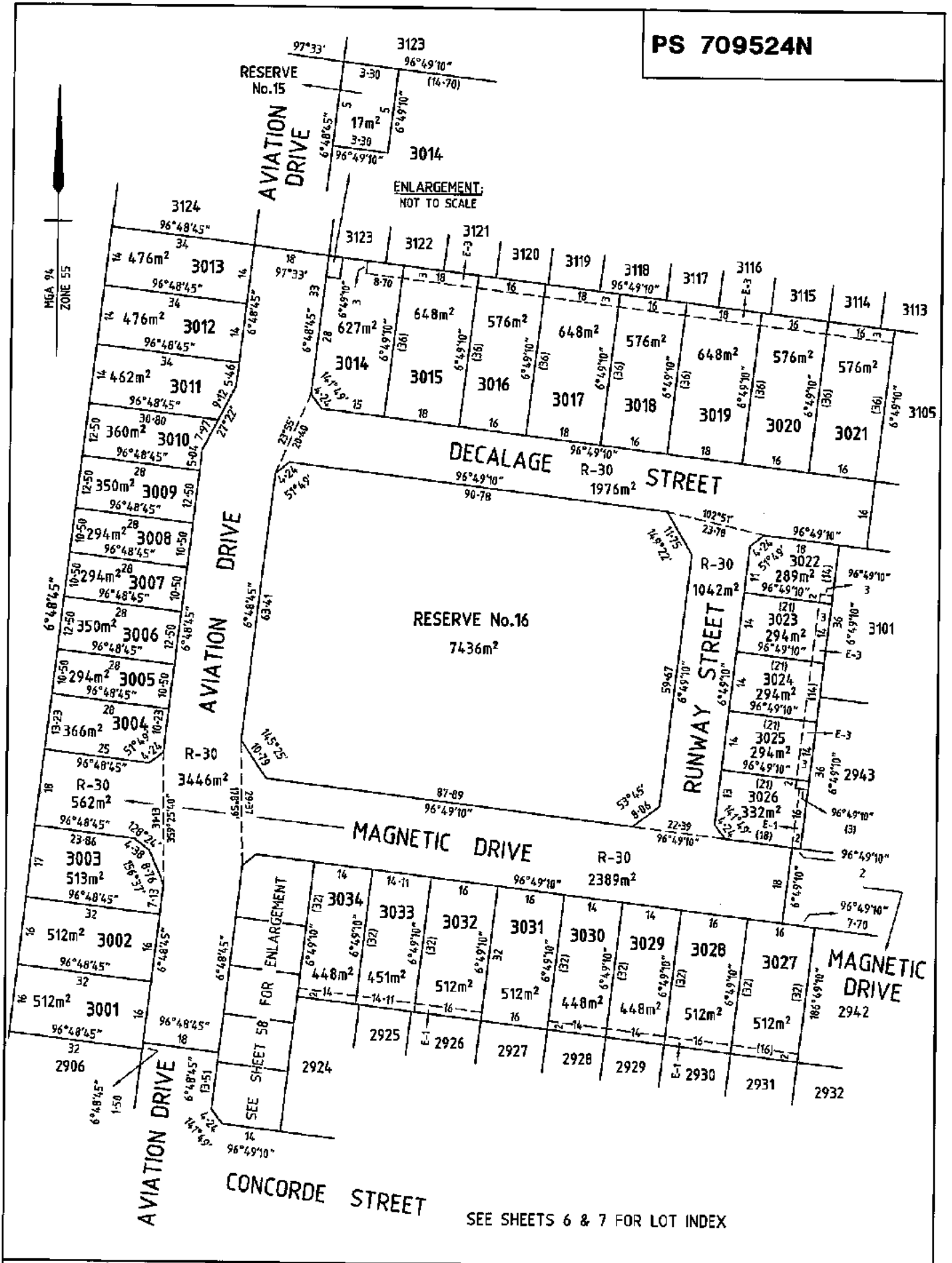


SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENCED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (AUS) PTY LTD Level 2, 56 Southbank Boulevard Southbank VIC 3009 T 03 9203 9000 F 03 9203 9699 www.calibregruop.com</p>	<p>SCALE 1:800</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 55</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP</p>	<p>VERSION</p>	<p>CL 21/11/19</p>	



PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

**calbre**  
CALIBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (A/EB) PTY LTD  
Level 2, 34 Gorebank Boulevard  
Southbank VIC 3006

T 03 9205 9000  
F 03 9205 8099  
www.calbregroup.com

REF: M100611/COMP      VERSION:      GL 2/11/16

SCALE  
1:800

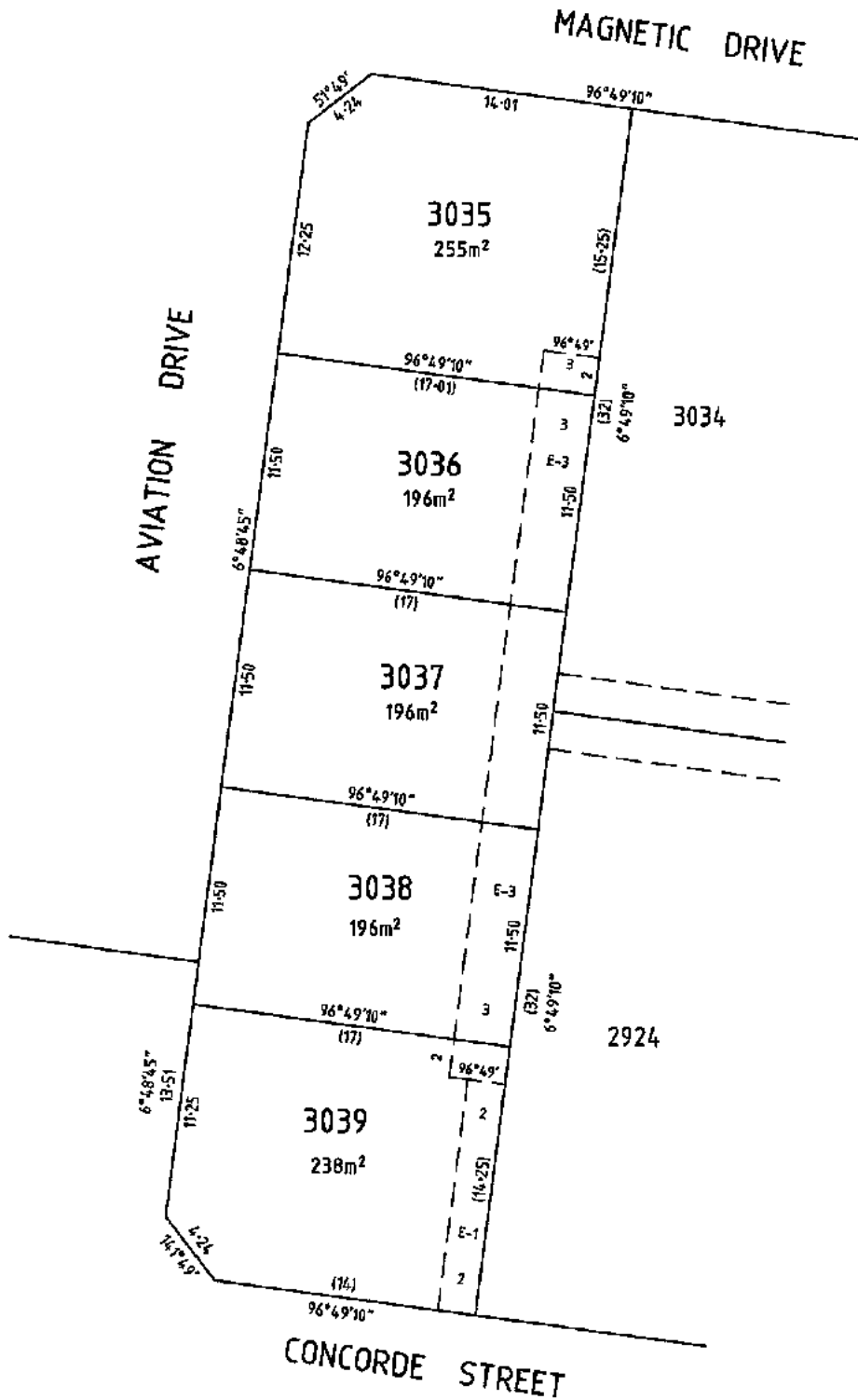
0 8 16 24 32  
LENGTHS ARE IN METRES

ZOIS ARAVANIS, LICENSED SURVEYOR



ORIGINAL SHEET  
SIZE: A3

SHEET 57

PS 709524N

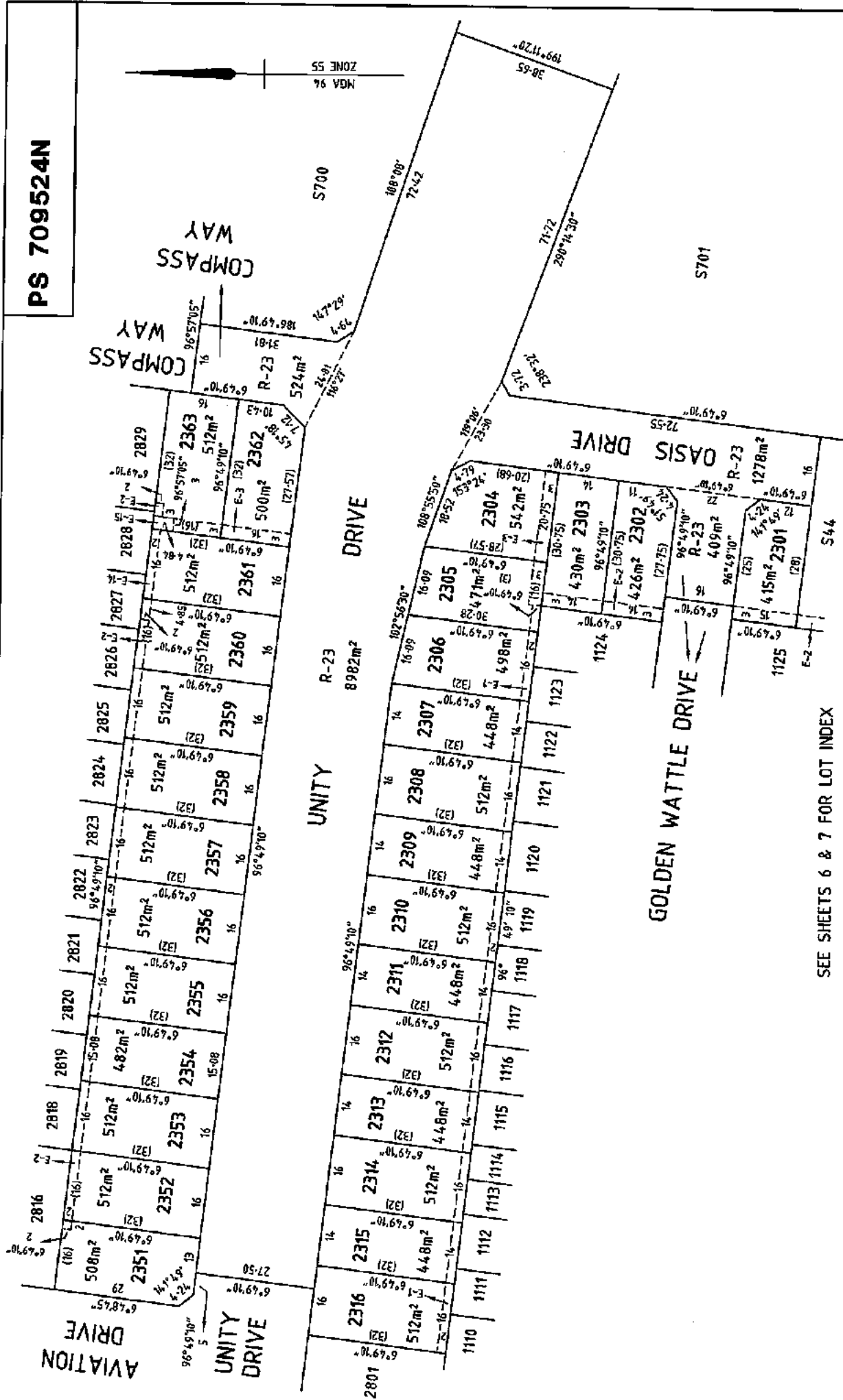
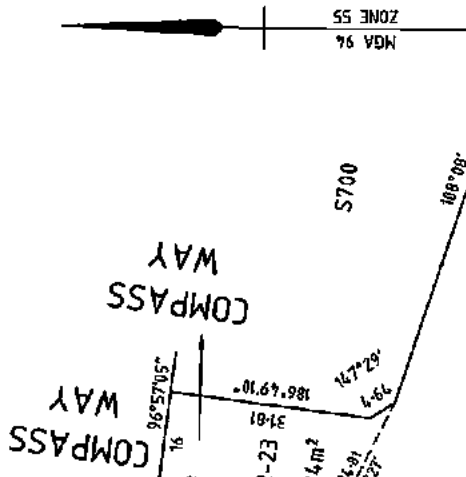


SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS          CALIBRE CONSULTING (A/SLD) PTY LTD          Level 2, 55 Southbank Boulevard          Southbank VIC 3006          T 03 9203 9050          F 03 9203 9099          www.calbregroup.com</p>	<p>SCALE 1:250</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 58</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP      VERSION:      Q. 23/1/18</p>			



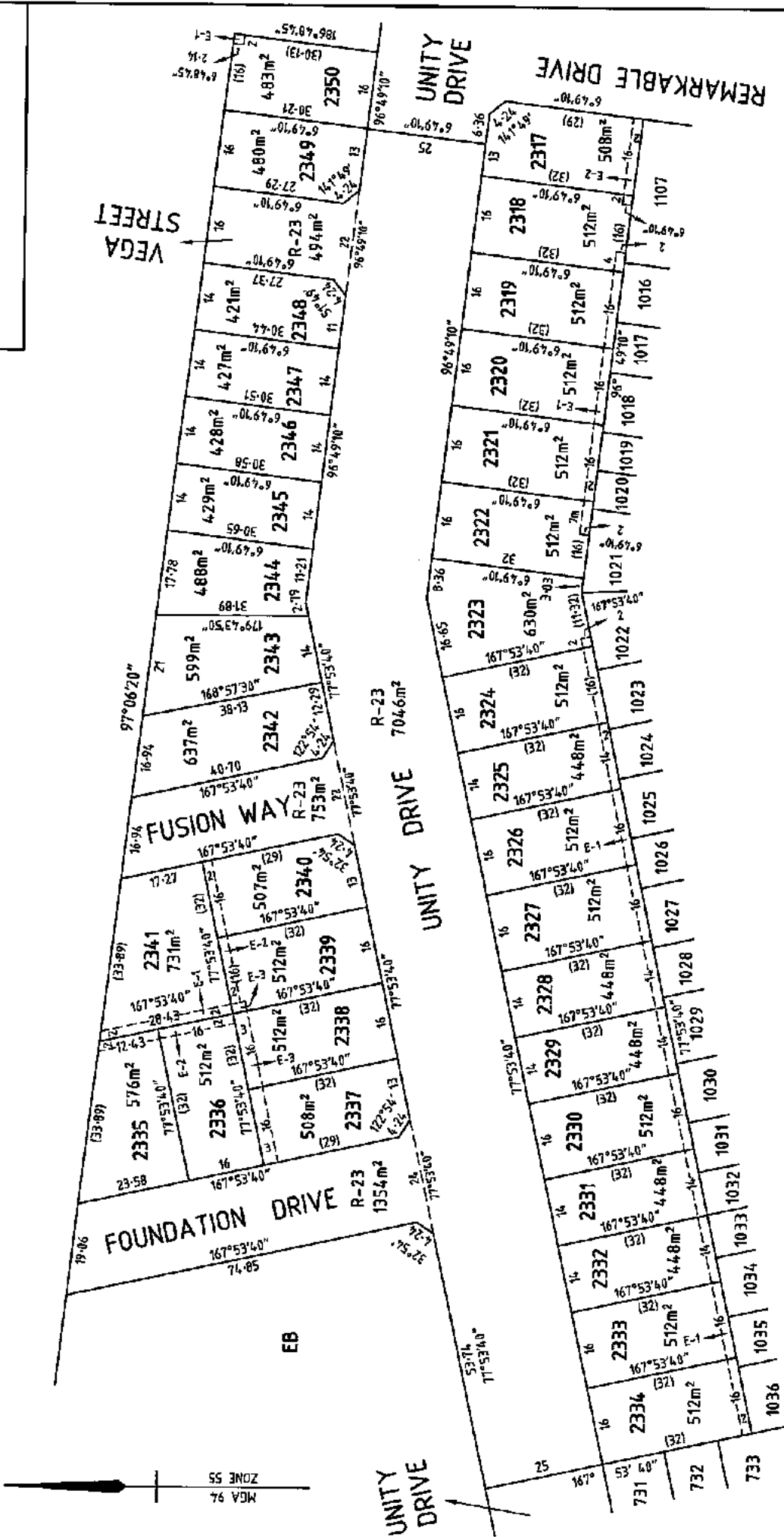
PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

<p>                 LICENSED LAND SURVEYORS &amp; ENGINEERS                  CALIBRE CONSULTING (AUST) PTY LTD                  Level 2, 26 Southbank Boulevard                  Southbank, VIC 3006                  T: 03 9253 9000                  F: 03 9252 9006                  www.calibregroup.com             </p>		SCALE 1:800	ORIGINAL SHEET SIZE: A3	SHEET 59
REF: M100611/COMP VERSION: 01_20/19		ZONE ARAYANIS, LICENSED SURVEYOR		

PS 709524N

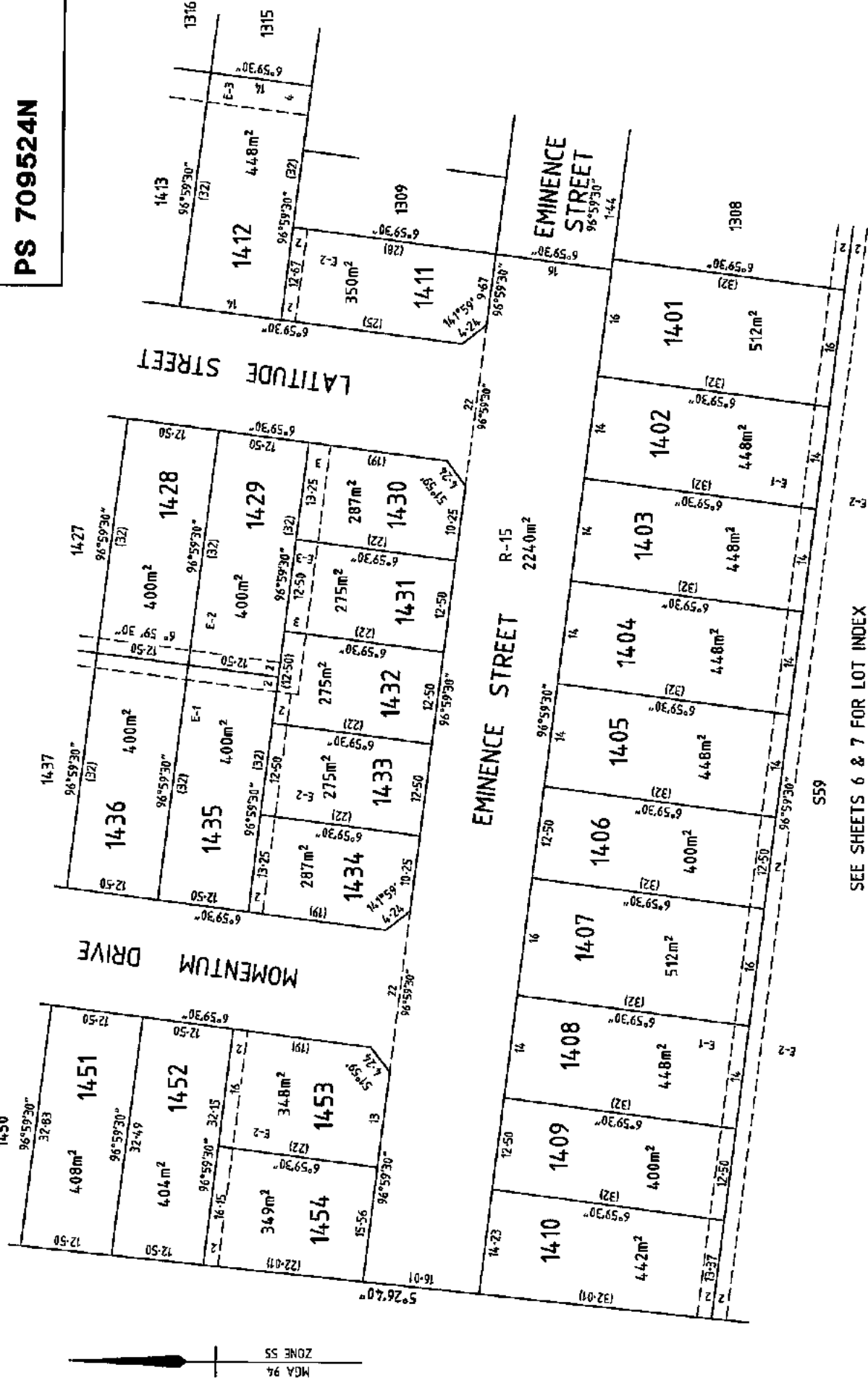


SEE SHEETS 6 & 7 FOR LOT INDEX

<p>SCALE 1:800</p>		<p>ORIGINAL SHEET SIZE: A3</p>		<p>SHEET 60</p>	
<p>LEGENDS ARE IN METRES</p>					
<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>					
<p>REF: M100611/COMP VERSION: 6.2/19/18</p>					


  
 LICENSED LAND SURVEYORS & ENGINEERS  
 CALIBRE CONSULTING (A/BS) PTY LTD  
 Level 2, 35 Southport Boulevard  
 Southport, VIC 3008  
 T 03 9258 3000  
 F 03 9258 3008  
 www.calibregroup.com.au

**PS 709524N**



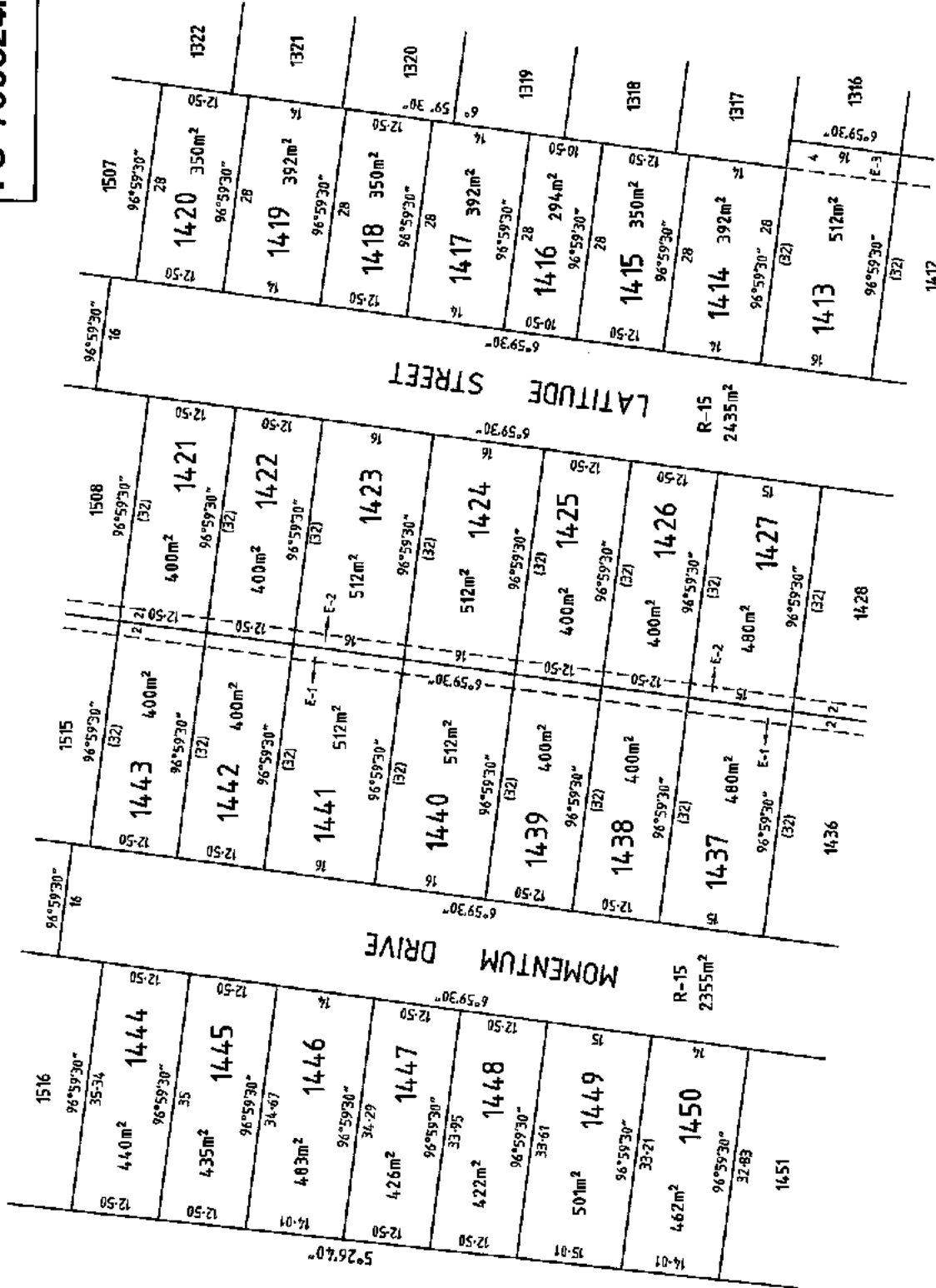
SEE SHEETS 6 & 7 FOR LOT INDEX

SCALE 1:500	ORIGINAL SHEET SIZE: A3	SHEET 81
<p>20 10 5 0 5 10 15 20</p> <p style="font-size: small;">LENGTHS ARE IN METRES</p>		
<p><b>ZOIS ARAVANIS, LICENSED SURVEYOR</b></p>		
<p>REF: M100611/COMP VERSION: G. 27.1919</p>		

**callibre**  
CALLIBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALLIBRE CONSULTING (MELBO) PTY LTD  
Level 2, 65 Melbourne Bldg Street  
Southbank VIC 3006  
T 03 9403 9000  
F 03 9403 9008  
www.callibregroup.com

**PS 709524N**



**calibre**  
CALIBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (MELBOURNE) PTY LTD  
Level 2, 55 Bourke Street  
Southbank VIC 3006  
T 03 9403 8000  
F 03 9403 9999  
www.calibregroup.com

REF: M100611/COMP VERSION: B. 21/1/18

2015 ARAVANIS, LICENSED SURVEYOR

SCALE 1:600

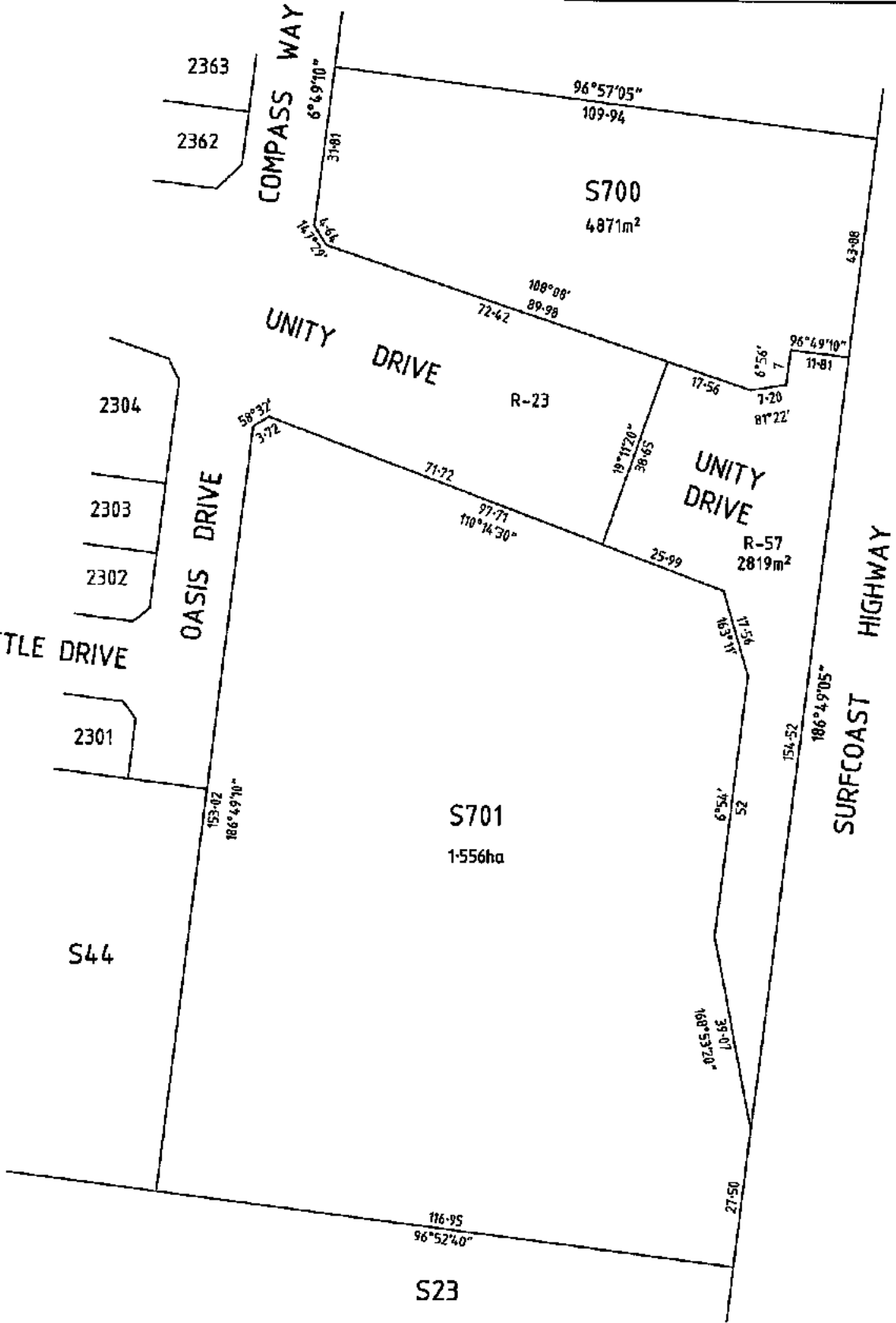
LENGTHS ARE IN METRES

6 12 18 24

ORIGINAL SHEET SIZE: A3

SHEET 62

**PS 709524N**



SEE SHEETS 6 & 7 FOR LOT INDEX

**callbre**  
CALBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALBRE CONSULTING (MELB) PTY LTD  
Level 2, 55 Southbank Boulevard  
Southbank VIC 3006

T 03 9203 9000  
F 03 9203 9099  
www.callbre.com.au

REF: M100611/COMP      VERSION:      GL 20/11/18

SCALE 1:1000

LENGTHS ARE IN METRES

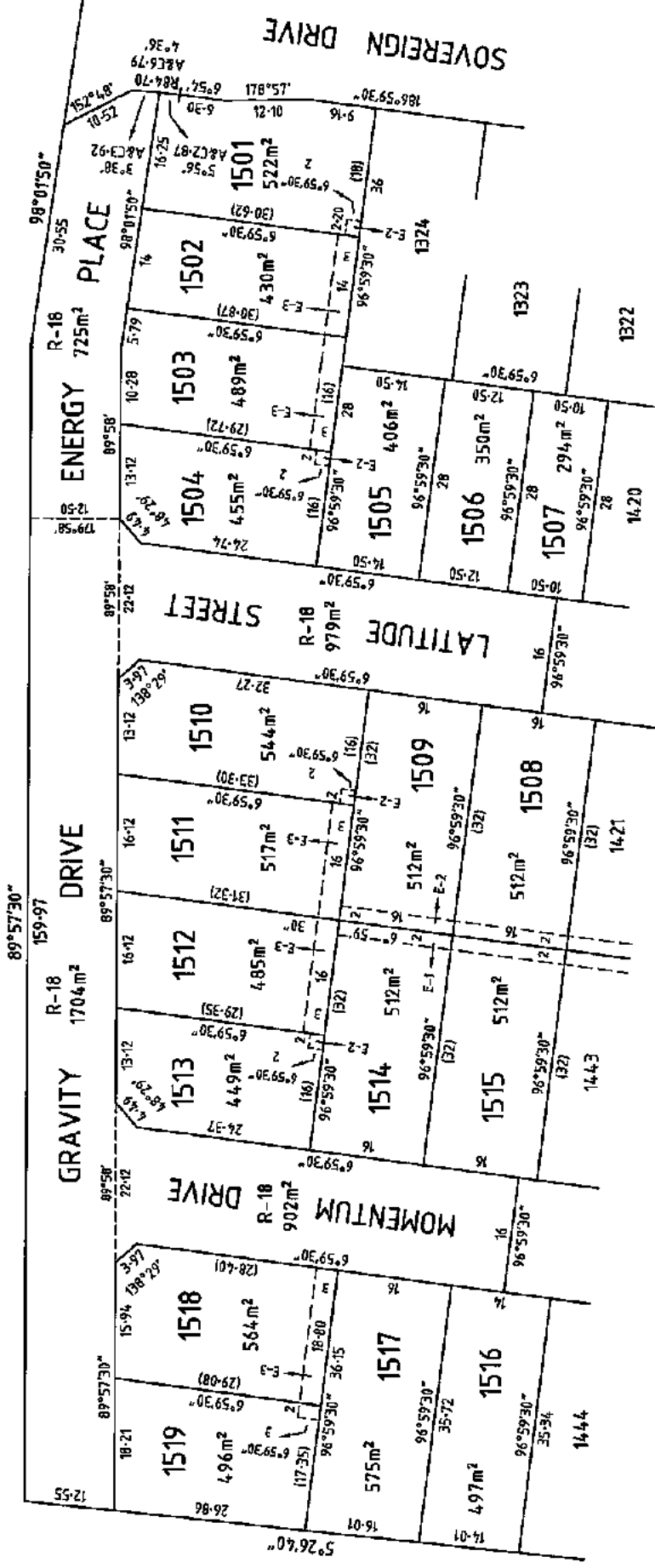
ZOIS ARAVANIS, LICENSED SURVEYOR

ORIGINAL SHEET SIZE: A3

SHEET 63



**PS 709524N**

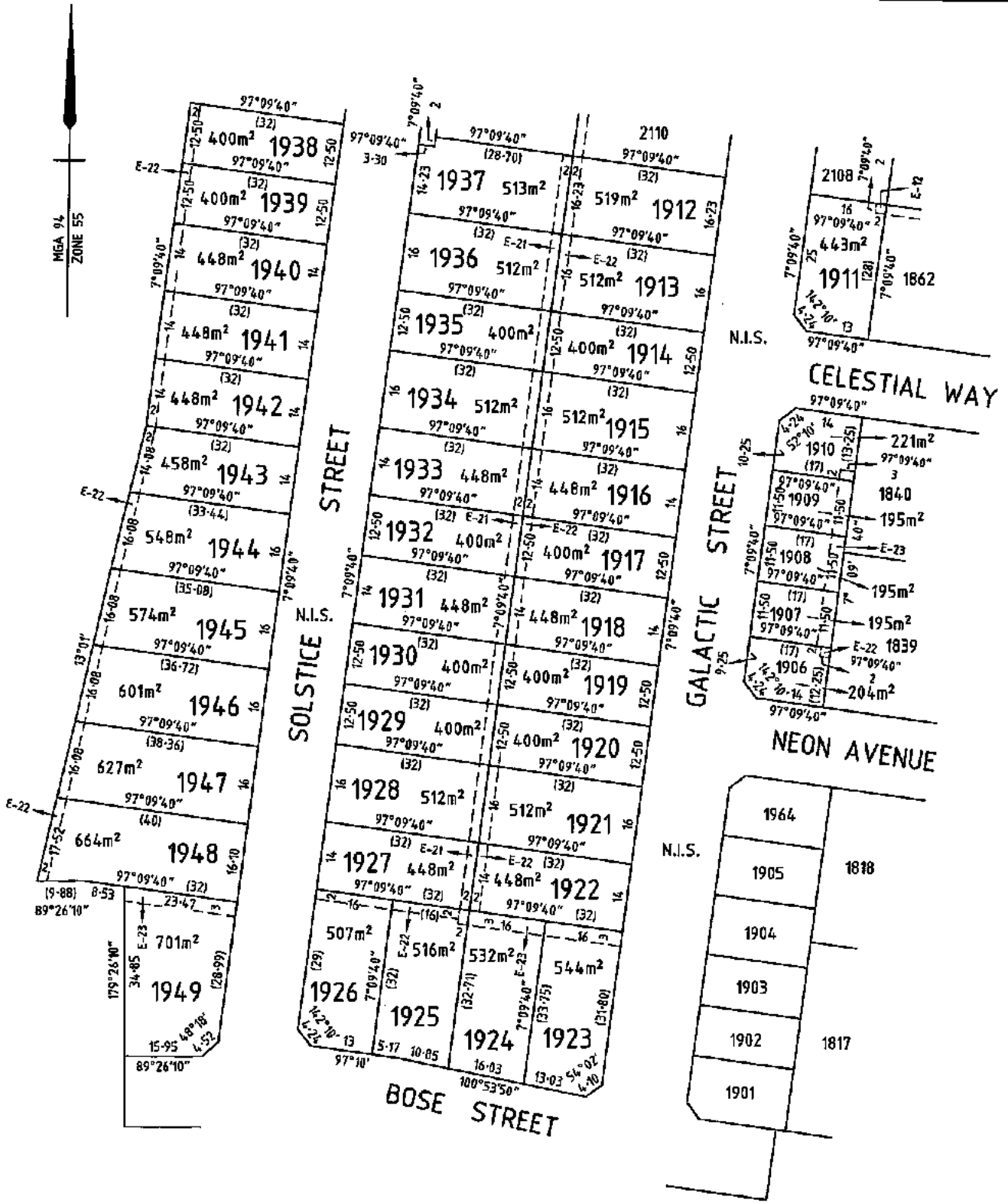


MGA 94  
ZONE 55

SEE SHEETS 6 & 7 FOR LOT INDEX

<p><b>calibre</b> CALIBRE GROUP</p>	<p>REF: M100611</p> <p>VERSION: 01_20/11/18</p>	<p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3006 T 03 9833 9000 F 03 9833 0088 www.calbrigroup.com</p>	<p>SCALE 1:600</p>	<p>SCALE 1:600</p>	<p>6 12 18 24 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 65</p>
	<p>ZOIS ARAYANIS, LICENSED SURVEYOR</p>						

PS 709524N

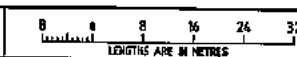


SEE SHEETS 6 & 7 FOR LOT INDEX



LICENSED LAND SURVEYORS & ENGINEERS  
 CALIBRE CONSULTING (AELM) PTY LTD  
 Level 2, 34 Southbank Boulevard  
 Southbank VIC 3008  
 T 03 9203 9000  
 F 03 9203 9059  
 www.calbregroup.com

SCALE  
1:800



ORIGINAL SHEET  
SIZE: A3

SHEET 66

ZOIS ARAVANIS, LICENSED SURVEYOR

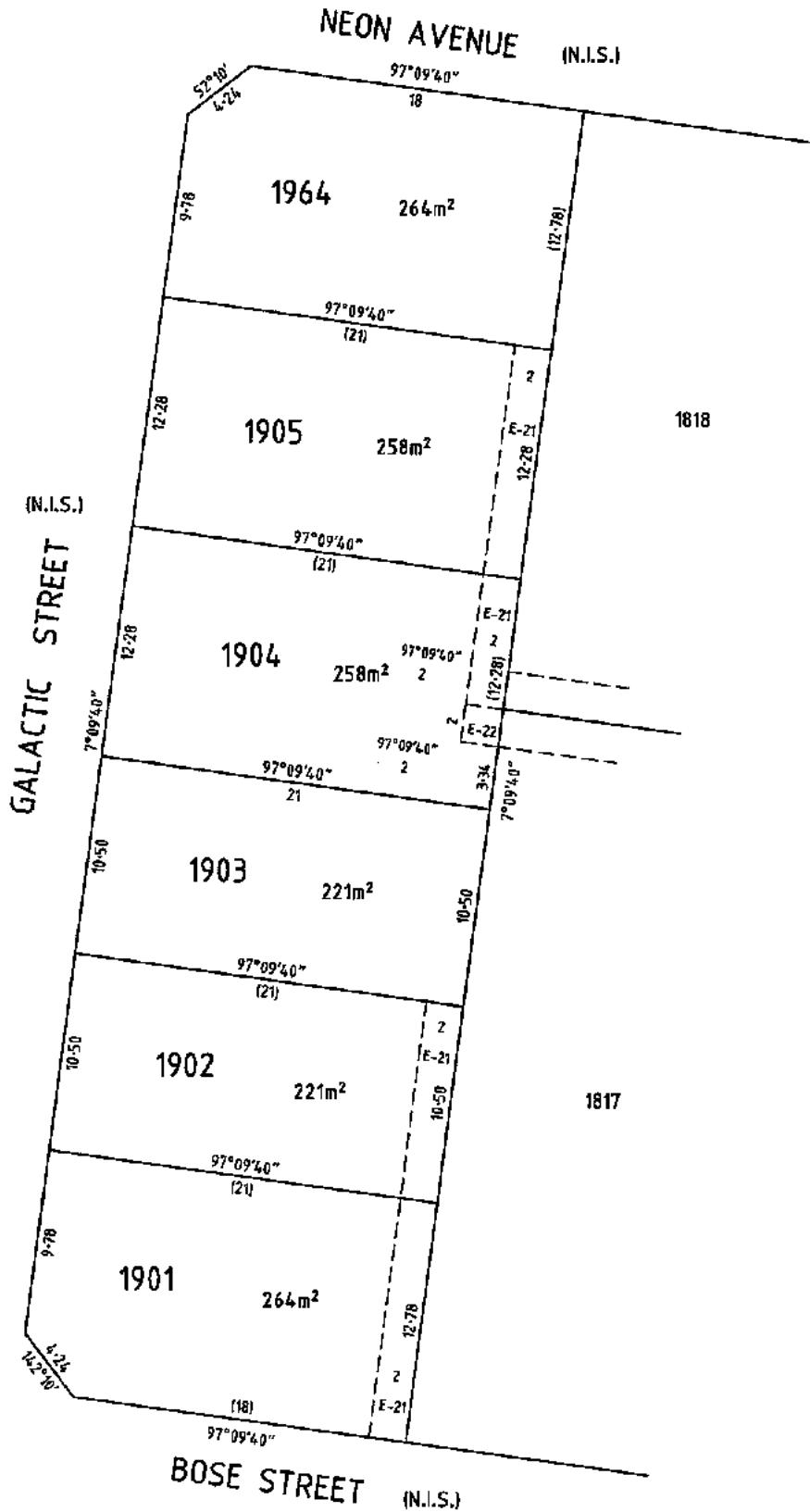
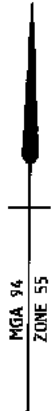
REF: M100611/COMP

VERSION:


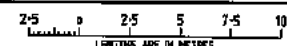
02/21/17/M



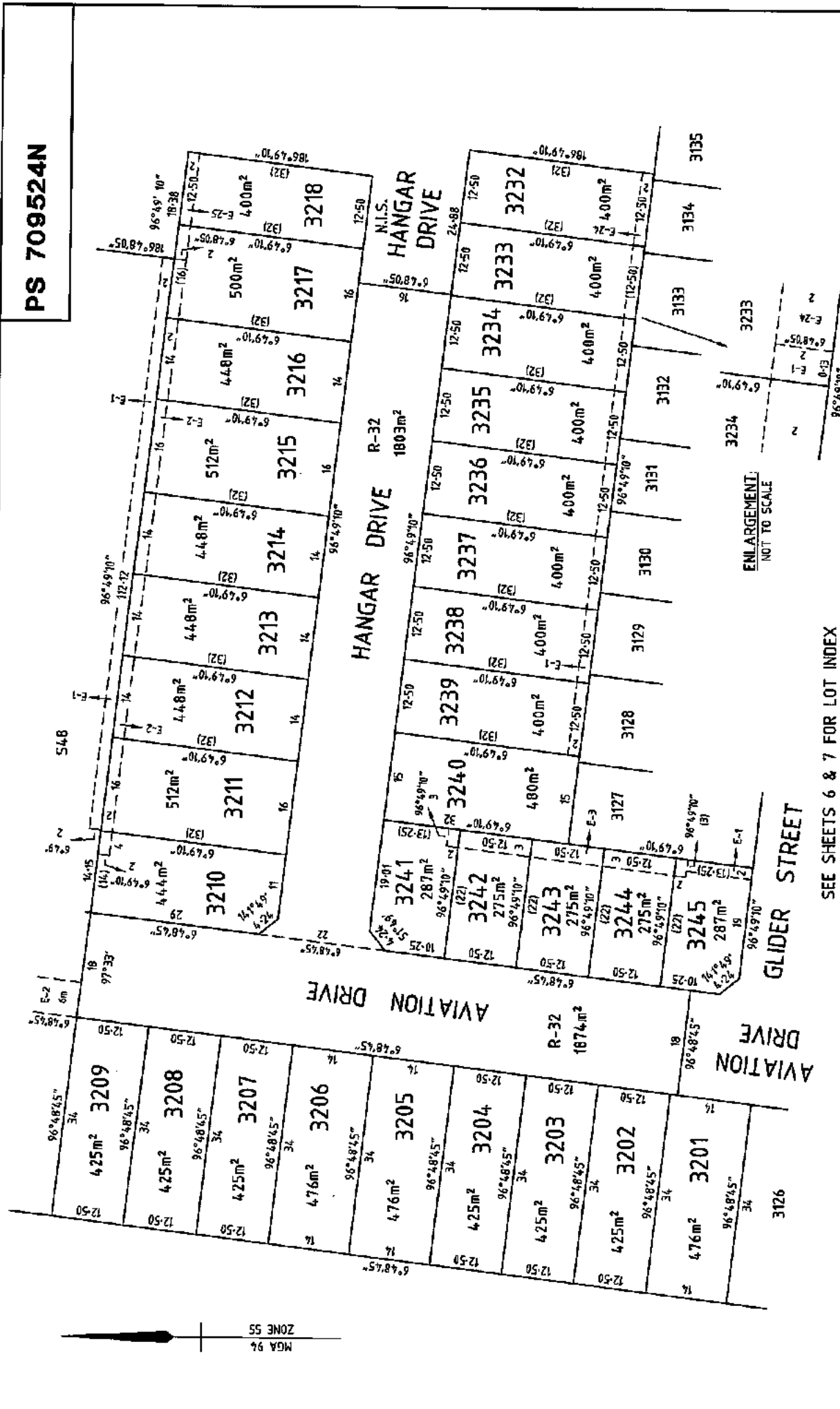
**PS 709524N**



SEE SHEETS 6 & 7 FOR LOT INDEX


 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 4, 48 Southbank Boulevard Southbank VIC 3006 T 03 9803 9000 F 03 9203 9089 www.calibregroup.com</p>	<p>SCALE 1:250</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 67</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		
<p>REF: M100611/COMP</p>	<p>VERSION: 01 25/11/16</p>		

**PS 709524N**



**ENLARGEMENT**  
NOT TO SCALE

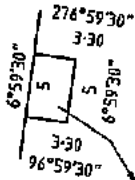
SEE SHEETS 6 & 7 FOR LOT INDEX

 <p><b>calibre</b> CALIBRE GROUP</p>	<p>REF: M100611</p>	<p>VERSION: 0.2/1/18</p>
	<p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3006 T 03 9033 9000 F 03 9033 8050 www.calibregroup.com.au</p>	
<p>SCALE 1:600</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 68</p>
<p>ZOIS ARAYANIS, LICENSED SURVEYOR</p>		

PS 709524N



SOVEREIGN DRIVE



RESERVE No.9  
16m<sup>2</sup>

**ENLARGEMENT:**  
NOT TO SCALE

BOUNDARY ROAD


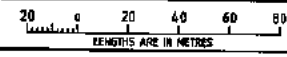
S702(P)  
(5.498ha)  
TOTAL AREA  
(2 PARTS)  
5.842ha

SOVEREIGN DRIVE

RESERVE No.17  
5.118ha

EA

SEE SHEETS 6 & 7 FOR LOT INDEX

 <p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3006 T 03 9803 9000 F 03 9803 9099 www.calbregroup.com</p>	<p>SCALE 1:2000</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 69</p>
	<p>ZOIS ARAVANIS, LICENSED SURVEYOR</p>		<p>REF: M100611/COMP      VERSION:      @ 21/11/18</p>

PS 709524N



OWARRA BOULEVARD  
N.I.S.

ROOSEVELT ROAD  
ARISTOTLE STREET  
GRAMMAR STREET

FRANKLIN ROAD  
N.I.S.

ASPECT ROAD

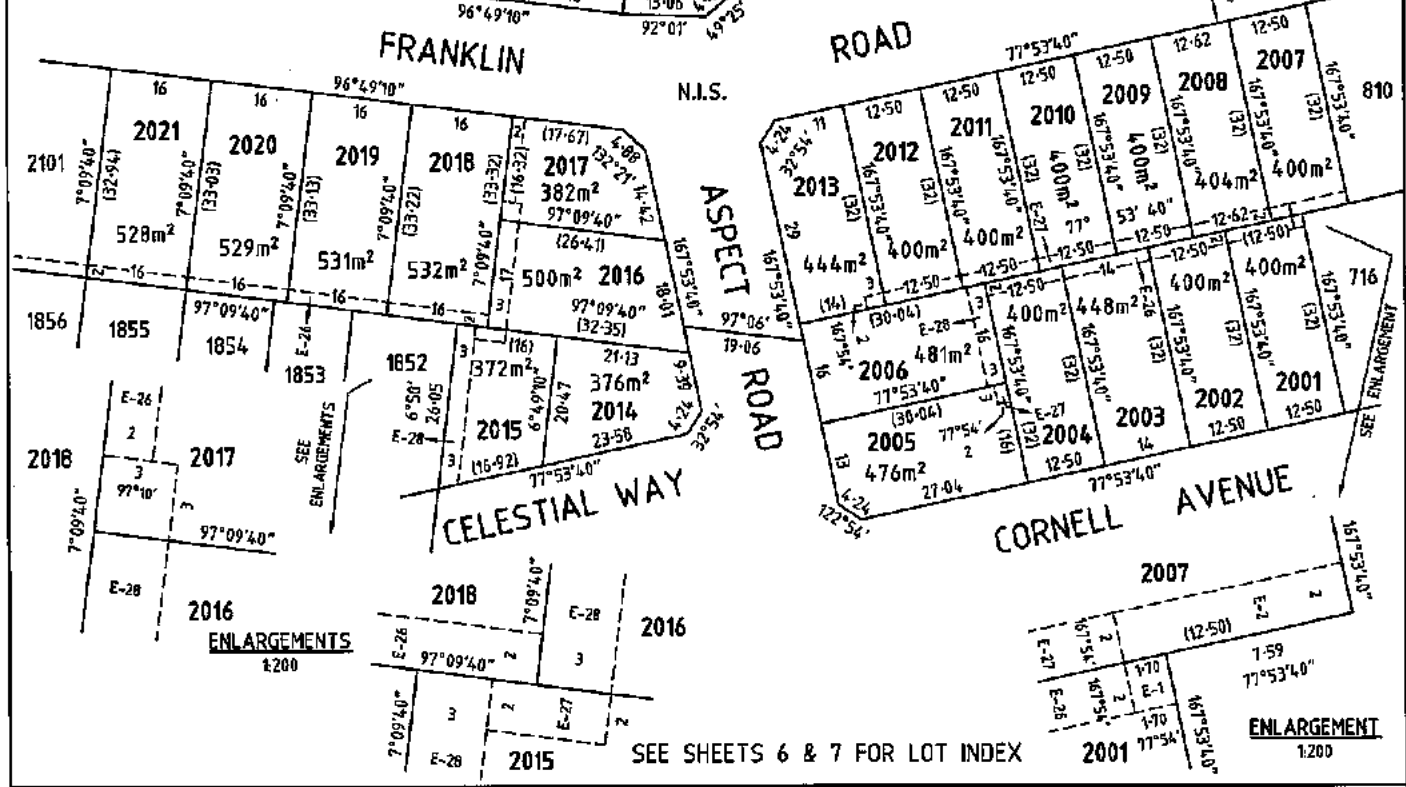
CORNELL AVENUE

CELESTIAL WAY

ENLARGEMENTS  
1:200

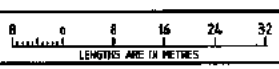
SEE SHEETS 6 & 7 FOR LOT INDEX

ENLARGEMENT  
1:200



LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (MELB) PTY LTD  
Level 2, 55 Southbank Boulevard  
Southbank VIC 3006  
T 03 9233 9000  
F 03 9233 9099  
www.calbregroup.com

SCALE  
1:800

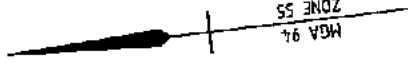


ORIGINAL SHEET  
SIZE: A3

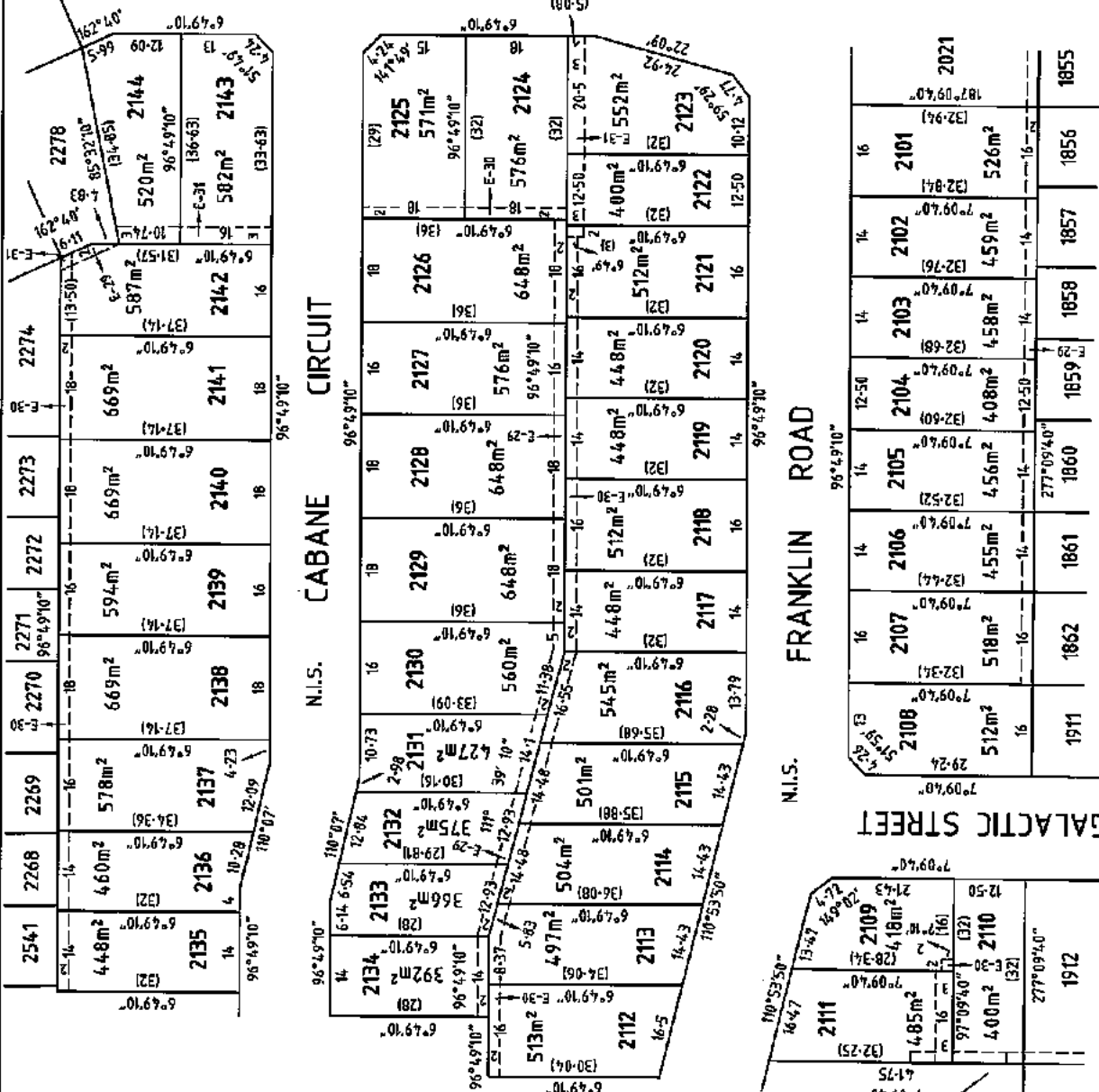
SHEET 70

ZOIS ARAVANIS, LICENSED SURVEYOR

PS 709524N



N.I.S. OWARRA BOULEVARD



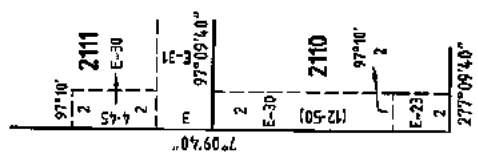
N.I.S. CABANE CIRCUIT

N.I.S. FRANKLIN ROAD

N.I.S. GALACTIC STREET

SEE SHEETS 6 & 7 FOR LOT INDEX

ENLARGEMENT:  
NOT TO SCALE



SCALE  
1:800

ORIGINAL SHEET  
SIZE: A3

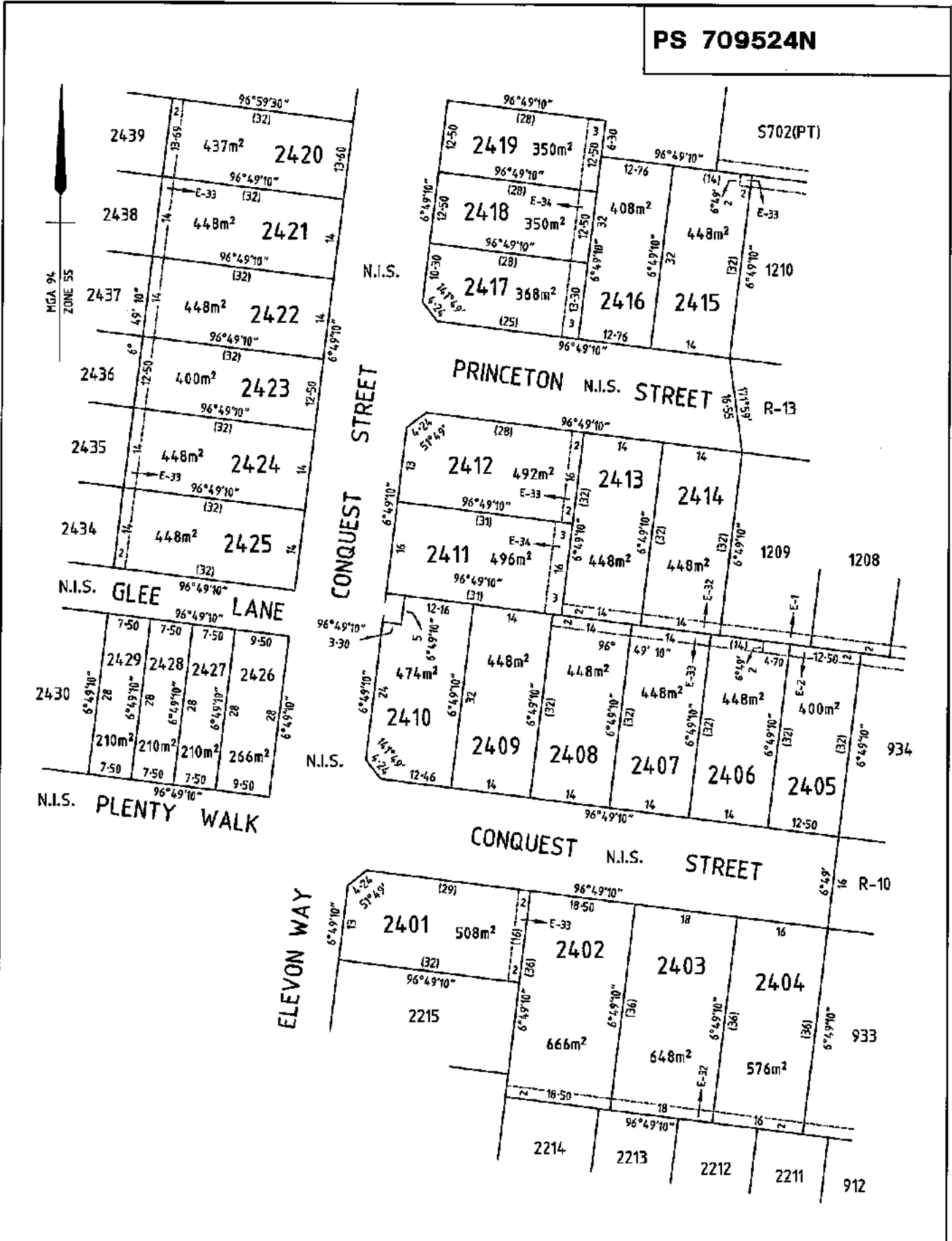
LENGTHS ARE IN METRES

ZOS ARAVANS, LICENSED SURVEYOR

REF: M100611  
VERSION: B, 21/06/18

SHEET 71

PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

**calibre**  
CALIBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (M/LB) PTY LTD  
Level 2, 55 Southbank Boulevard  
Southbank VIC 3006

T 03 9203 9000  
F 03 9203 8099  
www.calibregroup.com

REF: M100611      VERSION:      CL 21/11/18

SCALE 1:600

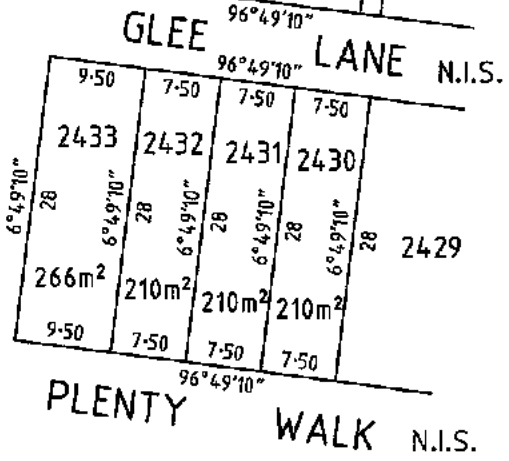
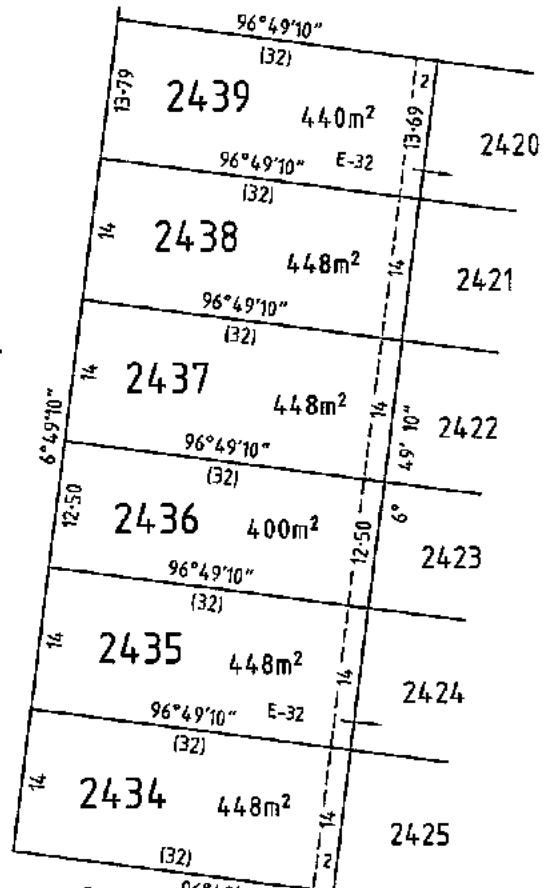
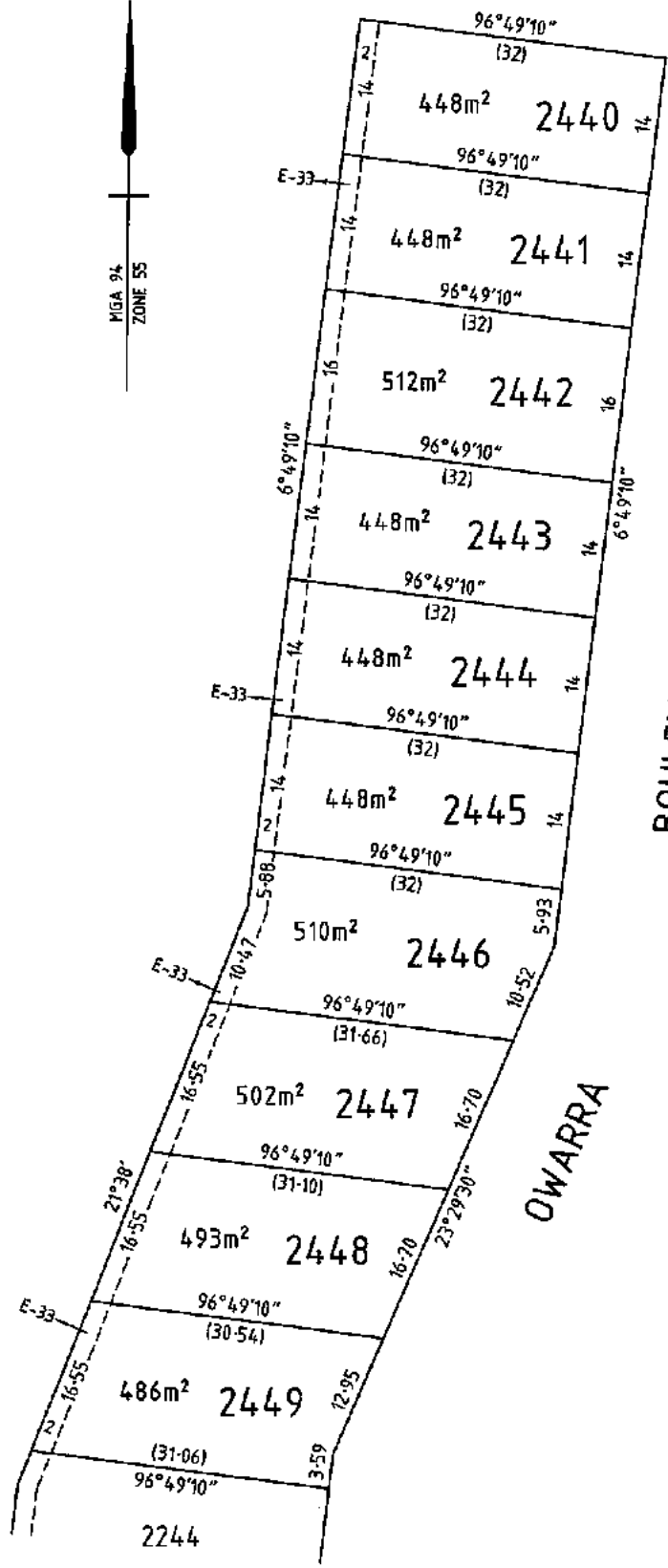
6 0 4 12 18 24  
LENGTHS ARE IN METRES

ZOIS ARAVANIS, LICENSED SURVEYOR

ORIGINAL SHEET SIZE: A3

SHEET 72

**PS 709524N**



N.I.S.  
BOULEVARD

OWARRA

GLEE LANE N.I.S.

PLENTY WALK N.I.S.

SEE SHEETS 6 & 7 FOR LOT INDEX

**calbre**  
CALBRE GROUP

LICENCED LAND SURVEYORS & ENGINEERS  
CALBRE CONSULTING (MELB) PTY LTD  
Level 2, 55 Southbank Boulevard  
Southbank VIC 3008

T 03 9203 9000  
F 03 9203 9099  
www.calbregroup.com

REF: M100611      VERSION:      GL 21/11/18

SCALE  
1:500

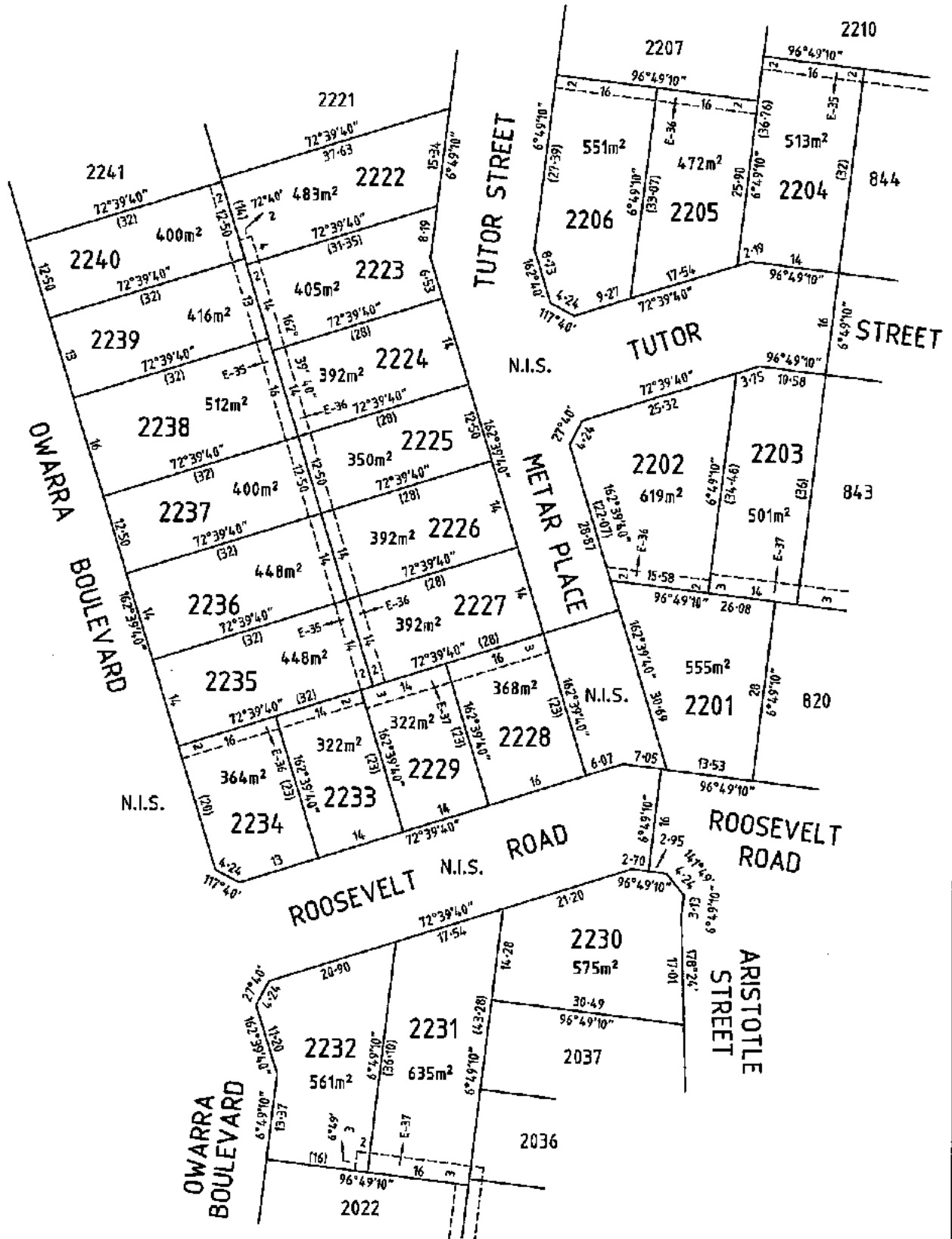
LENGTHS ARE IN METRES

ZOIS ARAVANIS, LICENCED SURVEYOR

ORIGINAL SHEET  
SIZE: A3

SHEET 73

PS 709524N

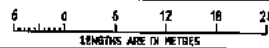


SEE SHEETS 6 & 7 FOR LOT INDEX



LICENCED LAND SURVEYORS & ENGINEERS  
 CALIBRE CONSULTING (MBA) PTY LTD  
 Level 2, 65 Southbank Boulevard  
 Southbank VIC 3006  
 T 03 9203 9000  
 F 03 9203 9099  
 www.calbregroup.com

SCALE  
 1:600



ORIGINAL SHEET  
 SIZE: A3

SHEET 74

ZOIS ARAVANIS, LICENCED SURVEYOR

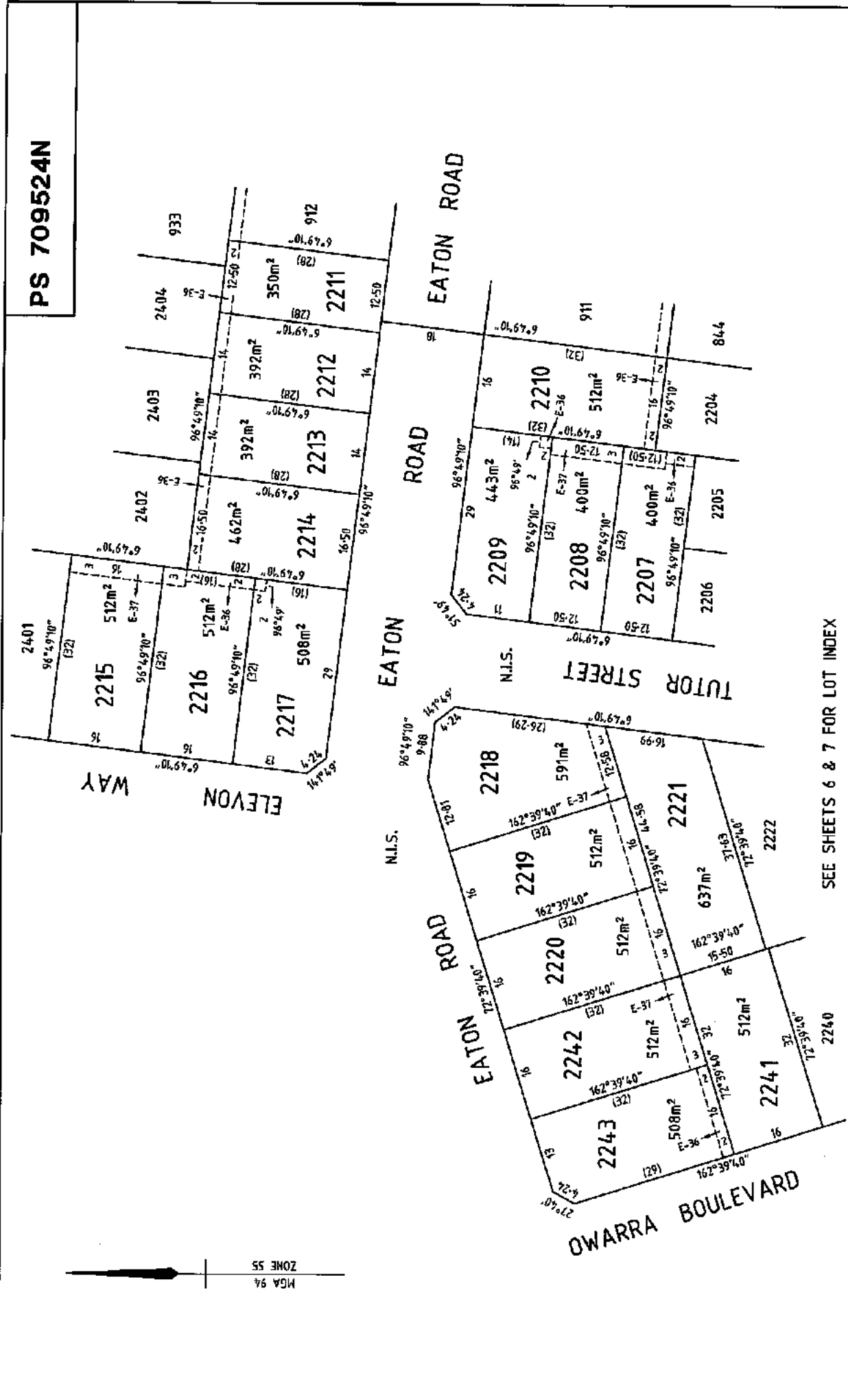
REF: M100611/COMP

VERSION:

02/11/18



PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX

<p>SCALE 1:600</p> <p>6 12 18 24</p> <p>LIMITED LINE IN METRES</p>		<p>ORIGINAL SHEET SIZE: A3</p> <p>SHEET 75</p>
<p>ZONS ARAYAMS, LICENSED SURVEYOR</p>		
<p>LICENSED LAND SURVEYORS &amp; ENGINEERS                  CALBRE CONSULTING (PERTH) LTD                  Level 2, 200 Bourke Street West                  South Perth, VIC 3006                  T 03 9203 9000                  F 03 9203 9099                  www.calbregroup.com</p>		
<p>REF: M100611/COMP</p>		<p>VERSION: 18. 21/7/19</p>

**PS 709524N**



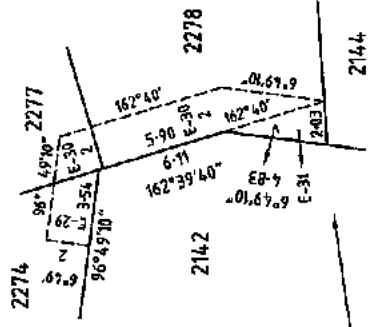
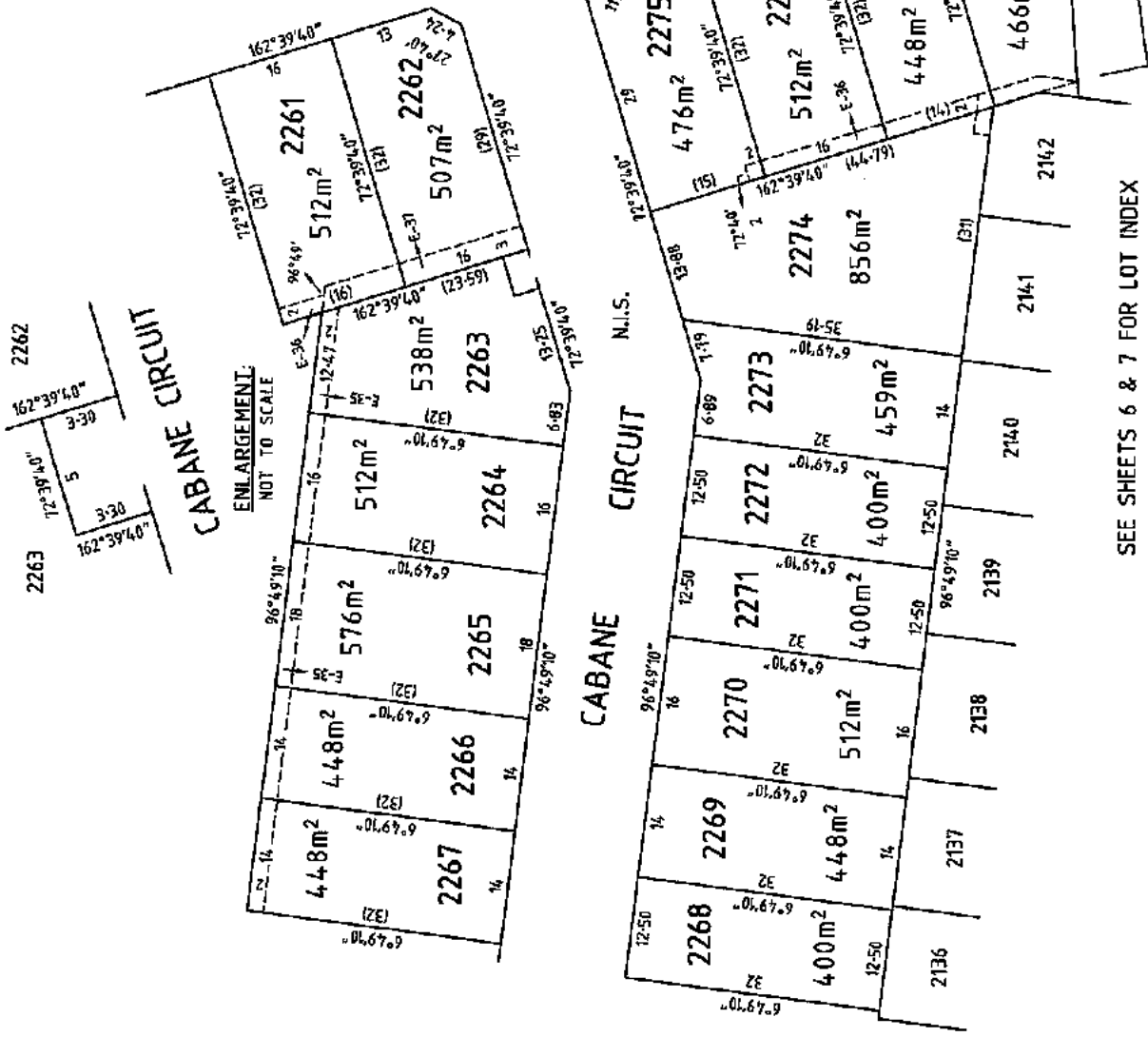
**CABANE CIRCUIT**

**OWARRA N.I.S. BOULEVARD**

**CABANE CIRCUIT**

**ENLARGEMENT:  
NOT TO SCALE**

**ENLARGEMENT:  
NOT TO SCALE**



SEE SHEETS 6 & 7 FOR LOT INDEX

**calibre**  
CALIBRE GROUP

LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (AUST) PTY LTD  
Level 2, 55 Southbank Boulevard  
Southbank VIC 3006  
T 03 9603 6000  
F 03 9603 6059  
www.calibregroup.com

REF: M100611/COMP VERSION: B. 2/1/18

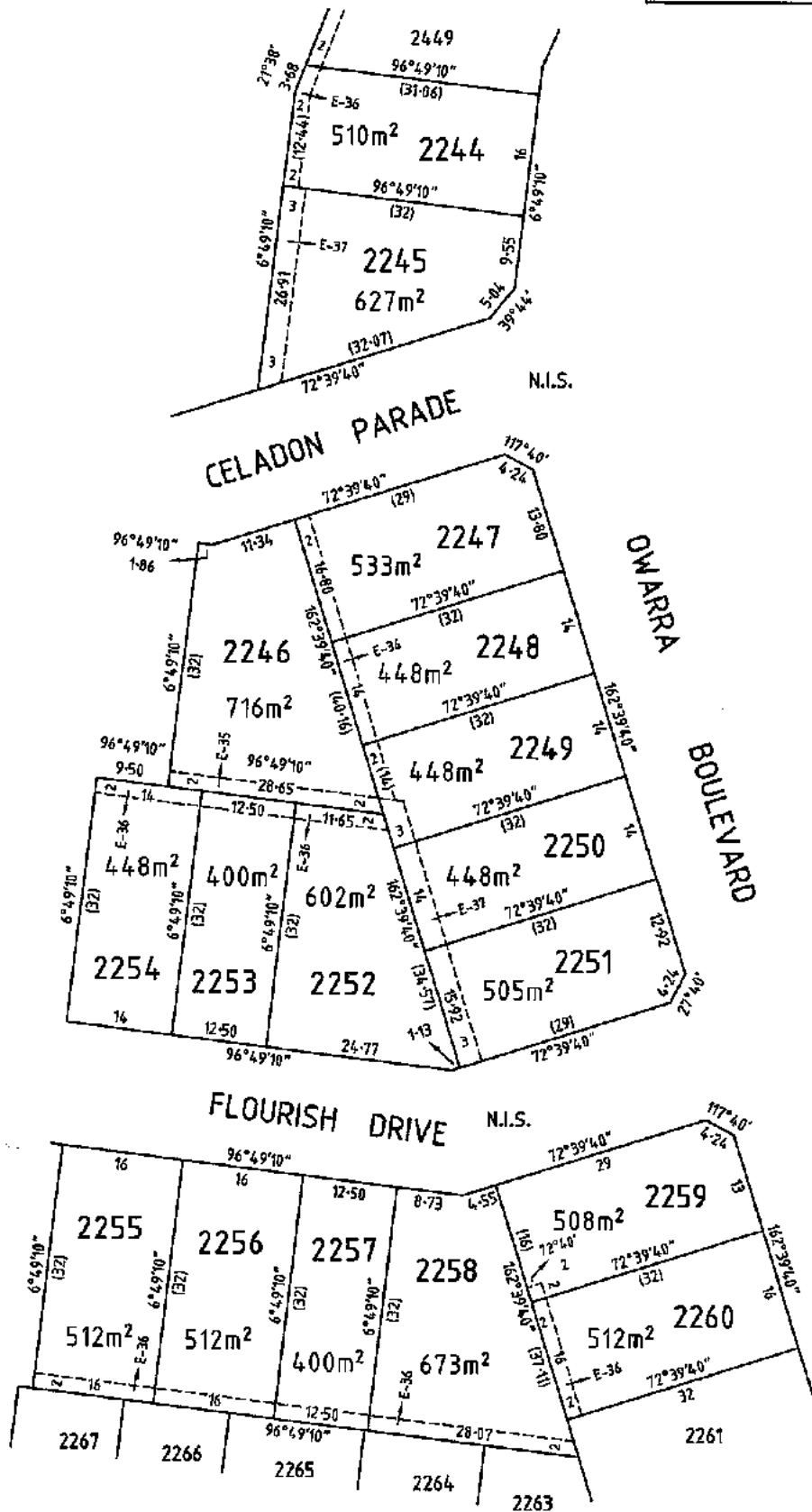
SCALE	1:600
ORIGINAL SHEET SIZE:	A3

SCALE	1:600
ORIGINAL SHEET SIZE:	A3

ZONS ARAVANS, LICENSED SURVEYOR

SHEET 76

PS 709524N



SEE SHEETS 6 & 7 FOR LOT INDEX



LICENSED LAND SURVEYORS & ENGINEERS  
 CALIBRE CONSULTING (M.B.) PTY LTD  
 Level 12, 55 Bourke Street  
 Southbank, VIC 3006  
 T 03 9208 9000  
 F 03 9209 0099  
 www.calbrgroup.com

SCALE  
 1:600



ORIGINAL SHEET  
 SIZE: A3

SHEET 77

ZOIS ARAVANIS, LICENSED SURVEYOR

**MODIFICATION TABLE**

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**PLAN NUMBER****PS709524N**

MASTER PLAN (STAGE 1) REGISTERED DATE 24/01/2014 TIME 5:08 pm

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOTS S3, S4 AND S5	LOTS 201 TO 226 (B.I.), S9, S10, S11, ROAD R3 AND RESERVE NO.3	STAGE PLAN AND REMOVAL OF EASEMENT	PS709524N/S2	28/03/14	2	M.M.C.
LOT S9	LOTS 301 TO 322, S12 & ROAD R4	STAGE PLAN	PS709524N/S3	11/04/14	3	M.H
LOT S12	LOTS 401-436, ROAD R-5 & RESERVE NO.4	STAGE PLAN	PS709524N/S4	15/05/14	4	M.H
LOTS S10 & S11	LOTS 501-528(B.I.), S14, S15 & ROAD R6	STAGE PLAN (PART REMOVAL OF EASEMENT)	PS709524N/S5	06/06/14	5	R.I.
LOTS S13 & S15	LOTS 601-617(B.I.), S16, S17, S18, ROAD R7 & RESERVE NO.5	STAGE PLAN (PART REMOVAL OF EASEMENT)	PS709524N/S6	13/06/14	6	R.I.
S14 & S16	LOTS 1001-1038(B.I.) S19,S20,S21 & ROAD R-11	STAGE PLAN	PS709524N/S10	09/09/14	7	H.L.
LOTS S17,S19 & S21	LOTS 1101-1147(B.I.) S22,S23,S24 & ROAD R12	STAGE PLAN (PART REMOVAL OF EASEMENT)	PS709524N/S11	15/01/15	8	TM
LOTS S7, S20 AND S22	LOTS 700 TO 735, CC, S25 TO S28 ROAD R-8 AND RESERVES 6 AND 7	STAGE PLAN	PS709524N/S7	19/02/15	9	R.W.G.
LOTS S27 & S28	LOTS 801-853, S29, S30 & EA & ROAD R9 & RESERVE 8	STAGE PLAN	PS709524N/S8	14/4/15	10	LJW
LOT S29	LOTS 901-942, S31 & ROAD R10	STAGE PLAN	PS709524N/S9	20/4/15	11	LJW
LOT S31	LOTS 1201 TO 1218, S32, B12 RESERVE NO 9 ROAD R13	STAGE PLAN	PS709524N/S12	15/06/15	12	IRM
LOT S25	LOTS 1701-1718 & LOT S33	STAGE PLAN	PS709524N/S16	03/08/15	13	GK
LOTS S8 & S32	LOTS 1301 - 1399, 13100 - 13108, S34, S35, R14, RES 10 & 11	STAGE PLAN	PS709524N/S13	28/10/15	14	RJS
LOT S26	LOTS 2801-2826, 2836-2858, 2867-2873, B28, S36-S39, ROAD R28	STAGE PLAN	PS709524N/S28	23/02/16	15	DBR
LOTS 2827-2835, 2859-2866 ON PS731544F	LOTS 2827-2835, 2859-2866	AMENDMENT SECTION 32	PS709524N/D1	23/02/16	15	DBR
LOT S38	LOTS 2901-2918, 2924-2932, B29, S40, ROAD R29 & RESERVE NO. 12	STAGE PLAN	PS709524N/S29	24/02/16	15	DBR
LOTS 2919-2923, 2933-2946 ON PS731545D	LOTS 2919-2923, 2933-2946	AMENDMENT SECTION 32	PS709524N/D2	24/02/16	15	DBR

**MODIFICATION TABLE**

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**PLAN NUMBER****PS709524N**

MASTER PLAN (STAGE 1) REGISTERED DATE 24/01/2014 TIME 5:08 pm

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S33	LOTS 1719-1781, A17, B171-B173, S41-S42, ROAD R17 & RESERVE NO. 13	STAGE PLAN	PS709524N/S17	24/02/16	15	DBR
	LOTS 1801-1862	AMENDMENT SECTION 32	PS709524N/D3	6/4/16	16	F.H.C
LOT S40	LOTS3001-3039, ROAD R30 & RESERVE NO.15	STAGE PLAN	PS709524N/S30	17/08/16	17	MS77
LOT S24,S30,S36 & S37	LOTS 2301-2359, 2362, S44, ROAD R-23 & RESERVE NO 14	STAGE PLAN	PS709524/S23	07/09/16	18	MS77
	LOTS 2360, 2361 & 2363	AMENDMENT SECTION 32	PS709524N/D4	07/09/16	18	MS77
LOT S35	LOT 1401 TO 1454, S60, S61 & ROAD R-15	STAGE PLAN	PS709524N/S14	13/09/15	19	IRM
LOT S39	LOTS S700 TO S701 & R57	STAGE PLAN	PS709524N/S56	01/12/16	20	C.T
LOTS S45 & S46	LOTS 3101, 3113 TO 3132, B31, B32, S47 ROAD R31 RESERVE 16	STAGE PLAN	PS709524N/S31	28/02/17	21	IRM
	LOTS 3102 TO 3112, 3133 TO 3138	AMENDMENT SECTION 32	PS709524N/D5	28/02/17	21	IRM
LOTS 2914 & 2918	-	VARIATION OF RESTRICTION	AN316574C	07/03/17	22	RD
LOT S6	LOT S99 RESERVE No.350	ACQUISITION PLAN SECTION 35 SUBDIVISION ACT	PS709524N/S350	16/03/17	23	RH
C.P. No.1 (Part)	LOT 699 RESERVE No.99	SEC. 32 SUBDIVISION ACT 1988	PS709524N/D6	03/04/17	24	GMR
LOTS S18 AND 699	LOT S699, RESERVE No.100 AND ADDITIONAL C.P. No.1	STAGE PLAN	PS709524N/S99	03/04/17	24	GMR
LOT S81	LOTS 1501 TO 1519 & ROAD R18	STAGE PLAN	PS709524N/S15	26/05/17	25	IRM
LOTS 1901-1949 AND LOT 1964 ON PS731543H	LOTS 1901-1949 AND 1964	AMENDMENT SECTION 32	PS709524N/D7	15/06/17	26	RGM
LOT S47	LOTS 3201-3216, 3234-3245, B33, S48 & ROAD R32	STAGE PLAN	PS709524N/S32	06/09/17	27	LC
	LOTS 317, 318, 3232 & 3233	AMENDMENT SECTION 32	PS709524N/D8	10/11/17	28	CV





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 19/02/2019 05:08:22 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS709524N**

The land in PS709524N is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 50, 101 - 140, 201 - 226, 301 - 322, 401 - 436, 501 - 528, 601 - 617, 700 - 735, 801 - 853, 901 - 942, 1001 - 1036, 1101 - 1147, 1201 - 1218, 1301, 1701 - 1781, 1801 - 1862, 1901 - 1949, 1964, 2001 - 2049, 2101 - 2144, 2201 - 2278, 2301 - 2363, 2401 - 2449, 2801 - 2873, 2901 - 2946, 3001 - 3039, 3101 - 3138, 3201 - 3218, 3232 - 3245, S2, S23, S44, S48, S56, S57, S58, S500, S699, S702.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

PS709524N/S37 28/08/2018

### 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:

NIL

### Additional Owners Corporation Information:

OC020866V 24/01/2014

### Notations:

NIL NIL NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 50	100	100
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100
Lot 105	100	100



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OWNERS CORPORATION 1  
PLAN NO. PS709524N

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Land Parcel	Entitlement	Liability
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	100	100
Lot 115	100	100
Lot 116	100	100
Lot 117	100	100
Lot 118	100	100
Lot 119	100	100
Lot 120	100	100
Lot 121	100	100
Lot 122	100	100
Lot 123	100	100
Lot 124	100	100
Lot 125	100	100
Lot 126	100	100
Lot 127	100	100
Lot 128	100	100
Lot 129	100	100
Lot 130	100	100
Lot 131	100	100
Lot 132	100	100
Lot 133	100	100
Lot 134	100	100





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Land Parcel	Entitlement	Liability
Lot 135	100	100
Lot 136	100	100
Lot 137	100	100
Lot 138	100	100
Lot 139	100	100
Lot 140	100	100
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100
Lot 205	100	100
Lot 206	100	100
Lot 207	100	100
Lot 208	100	100
Lot 209	100	100
Lot 210	100	100
Lot 211	100	100
Lot 212	100	100
Lot 213	100	100
Lot 214	100	100
Lot 215	100	100
Lot 216	100	100
Lot 217	100	100
Lot 218	100	100
Lot 219	100	100
Lot 220	100	100
Lot 221	100	100
Lot 222	100	100
Lot 223	100	100



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Land Parcel	Entitlement	Liability
Lot 224	100	100
Lot 225	100	100
Lot 226	100	100
Lot 301	100	100
Lot 302	100	100
Lot 303	100	100
Lot 304	100	100
Lot 305	100	100
Lot 306	100	100
Lot 307	100	100
Lot 308	100	100
Lot 309	100	100
Lot 310	100	100
Lot 311	100	100
Lot 312	100	100
Lot 313	100	100
Lot 314	100	100
Lot 315	100	100
Lot 316	100	100
Lot 317	100	100
Lot 318	100	100
Lot 319	100	100
Lot 320	100	100
Lot 321	100	100
Lot 322	100	100
Lot 401	100	100
Lot 402	100	100
Lot 403	100	100
Lot 404	100	100



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 405	100	100
Lot 406	100	100
Lot 407	100	100
Lot 408	100	100
Lot 409	100	100
Lot 410	100	100
Lot 411	100	100
Lot 412	100	100
Lot 413	100	100
Lot 414	100	100
Lot 415	100	100
Lot 416	100	100
Lot 417	100	100
Lot 418	100	100
Lot 419	100	100
Lot 420	100	100
Lot 421	100	100
Lot 422	100	100
Lot 423	100	100
Lot 424	100	100
Lot 425	100	100
Lot 426	100	100
Lot 427	100	100
Lot 428	100	100
Lot 429	100	100
Lot 430	100	100
Lot 431	100	100
Lot 432	100	100
Lot 433	100	100



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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 434	100	100
Lot 435	100	100
Lot 436	100	100
Lot 501	100	100
Lot 502	100	100
Lot 503	100	100
Lot 504	100	100
Lot 505	100	100
Lot 506	100	100
Lot 507	100	100
Lot 508	100	100
Lot 509	100	100
Lot 510	100	100
Lot 511	100	100
Lot 512	100	100
Lot 513	100	100
Lot 514	100	100
Lot 515	100	100
Lot 516	100	100
Lot 517	100	100
Lot 518	100	100
Lot 519	100	100
Lot 520	100	100
Lot 521	100	100
Lot 522	100	100
Lot 523	100	100
Lot 524	100	100
Lot 525	100	100
Lot 526	100	100



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Land Parcel	Entitlement	Liability
Lot 527	100	100
Lot 528	100	100
Lot 601	100	100
Lot 602	100	100
Lot 603	100	100
Lot 604	100	100
Lot 605	100	100
Lot 606	100	100
Lot 607	100	100
Lot 608	100	100
Lot 609	100	100
Lot 610	100	100
Lot 611	100	100
Lot 612	100	100
Lot 613	100	100
Lot 614	100	100
Lot 615	100	100
Lot 616	100	100
Lot 617	100	100
Lot 700	100	100
Lot 701	100	100
Lot 702	100	100
Lot 703	100	100
Lot 704	100	100
Lot 705	100	100
Lot 706	100	100
Lot 707	100	100
Lot 708	100	100
Lot 709	100	100



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Land Parcel	Entitlement	Liability
Lot 710	100	100
Lot 711	100	100
Lot 712	100	100
Lot 713	100	100
Lot 714	100	100
Lot 715	100	100
Lot 716	100	100
Lot 717	100	100
Lot 718	100	100
Lot 719	100	100
Lot 720	100	100
Lot 721	100	100
Lot 722	100	100
Lot 723	100	100
Lot 724	100	100
Lot 725	100	100
Lot 726	100	100
Lot 727	100	100
Lot 728	100	100
Lot 729	100	100
Lot 730	100	100
Lot 731	100	100
Lot 732	100	100
Lot 733	100	100
Lot 734	100	100
Lot 735	100	100
Lot 801	100	100
Lot 802	100	100
Lot 803	100	100



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**OWNERS CORPORATION 1**  
**PLAN NO. PS709524N**

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Land Parcel	Entitlement	Liability
Lot 804	100	100
Lot 805	100	100
Lot 806	100	100
Lot 807	100	100
Lot 808	100	100
Lot 809	100	100
Lot 810	100	100
Lot 811	100	100
Lot 812	100	100
Lot 813	100	100
Lot 814	100	100
Lot 815	100	100
Lot 816	100	100
Lot 817	100	100
Lot 818	100	100
Lot 819	100	100
Lot 820	100	100
Lot 821	100	100
Lot 822	100	100
Lot 823	100	100
Lot 824	100	100
Lot 825	100	100
Lot 826	100	100
Lot 827	100	100
Lot 828	100	100
Lot 829	100	100
Lot 830	100	100
Lot 831	100	100
Lot 832	100	100



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Land Parcel	Entitlement	Liability
Lot 833	100	100
Lot 834	100	100
Lot 835	100	100
Lot 836	100	100
Lot 837	100	100
Lot 838	100	100
Lot 839	100	100
Lot 840	100	100
Lot 841	100	100
Lot 842	100	100
Lot 843	100	100
Lot 844	100	100
Lot 845	100	100
Lot 846	100	100
Lot 847	100	100
Lot 848	100	100
Lot 849	100	100
Lot 850	100	100
Lot 851	100	100
Lot 852	100	100
Lot 853	100	100
Lot 901	100	100
Lot 902	100	100
Lot 903	100	100
Lot 904	100	100
Lot 905	100	100
Lot 906	100	100
Lot 907	100	100
Lot 908	100	100





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Land Parcel	Entitlement	Liability
Lot 909	100	100
Lot 910	100	100
Lot 911	100	100
Lot 912	100	100
Lot 913	100	100
Lot 914	100	100
Lot 915	100	100
Lot 916	100	100
Lot 917	100	100
Lot 918	100	100
Lot 919	100	100
Lot 920	100	100
Lot 921	100	100
Lot 922	100	100
Lot 923	100	100
Lot 924	100	100
Lot 925	100	100
Lot 926	100	100
Lot 927	100	100
Lot 928	100	100
Lot 929	100	100
Lot 930	100	100
Lot 931	100	100
Lot 932	100	100
Lot 933	100	100
Lot 934	100	100
Lot 935	100	100
Lot 936	100	100
Lot 937	100	100



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Land Parcel	Entitlement	Liability
Lot 938	100	100
Lot 939	100	100
Lot 940	100	100
Lot 941	100	100
Lot 942	100	100
Lot 1001	100	100
Lot 1002	100	100
Lot 1003	100	100
Lot 1004	100	100
Lot 1005	100	100
Lot 1006	100	100
Lot 1007	100	100
Lot 1008	100	100
Lot 1009	100	100
Lot 1010	100	100
Lot 1011	100	100
Lot 1012	100	100
Lot 1013	100	100
Lot 1014	100	100
Lot 1015	100	100
Lot 1016	100	100
Lot 1017	100	100
Lot 1018	100	100
Lot 1019	100	100
Lot 1020	100	100
Lot 1021	100	100
Lot 1022	100	100
Lot 1023	100	100
Lot 1024	100	100



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Land Parcel	Entitlement	Liability
Lot 1025	100	100
Lot 1026	100	100
Lot 1027	100	100
Lot 1028	100	100
Lot 1029	100	100
Lot 1030	100	100
Lot 1031	100	100
Lot 1032	100	100
Lot 1033	100	100
Lot 1034	100	100
Lot 1035	100	100
Lot 1036	100	100
Lot 1101	100	100
Lot 1102	100	100
Lot 1103	100	100
Lot 1104	100	100
Lot 1105	100	100
Lot 1106	100	100
Lot 1107	100	100
Lot 1108	100	100
Lot 1109	100	100
Lot 1110	100	100
Lot 1111	100	100
Lot 1112	100	100
Lot 1113	100	100
Lot 1114	100	100
Lot 1115	100	100
Lot 1116	100	100
Lot 1117	100	100



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OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1118	100	100
Lot 1119	100	100
Lot 1120	100	100
Lot 1121	100	100
Lot 1122	100	100
Lot 1123	100	100
Lot 1124	100	100
Lot 1125	100	100
Lot 1126	100	100
Lot 1127	100	100
Lot 1128	100	100
Lot 1129	100	100
Lot 1130	100	100
Lot 1131	100	100
Lot 1132	100	100
Lot 1133	100	100
Lot 1134	100	100
Lot 1135	100	100
Lot 1136	100	100
Lot 1137	100	100
Lot 1138	100	100
Lot 1139	100	100
Lot 1140	100	100
Lot 1141	100	100
Lot 1142	100	100
Lot 1143	100	100
Lot 1144	100	100
Lot 1145	100	100
Lot 1146	100	100



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OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1147	100	100
Lot 1201	100	100
Lot 1202	100	100
Lot 1203	100	100
Lot 1204	100	100
Lot 1205	100	100
Lot 1206	100	100
Lot 1207	100	100
Lot 1208	100	100
Lot 1209	100	100
Lot 1210	100	100
Lot 1211	100	100
Lot 1212	100	100
Lot 1213	100	100
Lot 1214	100	100
Lot 1215	100	100
Lot 1216	100	100
Lot 1217	100	100
Lot 1218	100	100
Lot 1301	100	100
Lot 1701	100	100
Lot 1702	100	100
Lot 1703	100	100
Lot 1704	100	100
Lot 1705	100	100
Lot 1706	100	100
Lot 1707	100	100
Lot 1708	100	100
Lot 1709	100	100



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**PLAN NO. PS709524N**

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Land Parcel	Entitlement	Liability
Lot 1710	100	100
Lot 1711	100	100
Lot 1712	100	100
Lot 1713	100	100
Lot 1714	100	100
Lot 1715	100	100
Lot 1716	100	100
Lot 1717	100	100
Lot 1718	100	100
Lot 1719	100	100
Lot 1720	100	100
Lot 1721	100	100
Lot 1722	100	100
Lot 1723	100	100
Lot 1724	100	100
Lot 1725	100	100
Lot 1726	100	100
Lot 1727	100	100
Lot 1728	100	100
Lot 1729	100	100
Lot 1730	100	100
Lot 1731	100	100
Lot 1732	100	100
Lot 1733	100	100
Lot 1734	100	100
Lot 1735	100	100
Lot 1736	100	100
Lot 1737	100	100
Lot 1738	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1739	100	100
Lot 1740	100	100
Lot 1741	100	100
Lot 1742	100	100
Lot 1743	100	100
Lot 1744	100	100
Lot 1745	100	100
Lot 1746	100	100
Lot 1747	100	100
Lot 1748	100	100
Lot 1749	100	100
Lot 1750	100	100
Lot 1751	100	100
Lot 1752	100	100
Lot 1753	100	100
Lot 1754	100	100
Lot 1755	100	100
Lot 1756	100	100
Lot 1757	100	100
Lot 1758	100	100
Lot 1759	100	100
Lot 1760	100	100
Lot 1761	100	100
Lot 1762	100	100
Lot 1763	100	100
Lot 1764	100	100
Lot 1765	100	100
Lot 1766	100	100
Lot 1767	100	100



# Department of Environment, Land, Water & Planning

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Produced: 19/02/2019 05:08:22 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS709524N**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1768	100	100
Lot 1769	100	100
Lot 1770	100	100
Lot 1771	100	100
Lot 1772	100	100
Lot 1773	100	100
Lot 1774	100	100
Lot 1775	100	100
Lot 1776	100	100
Lot 1777	100	100
Lot 1778	100	100
Lot 1779	100	100
Lot 1780	100	100
Lot 1781	100	100
Lot 1801	100	100
Lot 1802	100	100
Lot 1803	100	100
Lot 1804	100	100
Lot 1805	100	100
Lot 1806	100	100
Lot 1807	100	100
Lot 1808	100	100
Lot 1809	100	100
Lot 1810	100	100
Lot 1811	100	100
Lot 1812	100	100
Lot 1813	100	100
Lot 1814	100	100
Lot 1815	100	100





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1816	100	100
Lot 1817	100	100
Lot 1818	100	100
Lot 1819	100	100
Lot 1820	100	100
Lot 1821	100	100
Lot 1822	100	100
Lot 1823	100	100
Lot 1824	100	100
Lot 1825	100	100
Lot 1826	100	100
Lot 1827	100	100
Lot 1828	100	100
Lot 1829	100	100
Lot 1830	100	100
Lot 1831	100	100
Lot 1832	100	100
Lot 1833	100	100
Lot 1834	100	100
Lot 1835	100	100
Lot 1836	100	100
Lot 1837	100	100
Lot 1838	100	100
Lot 1839	100	100
Lot 1840	100	100
Lot 1841	100	100
Lot 1842	100	100
Lot 1843	100	100
Lot 1844	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS709524N**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1845	100	100
Lot 1846	100	100
Lot 1847	100	100
Lot 1848	100	100
Lot 1849	100	100
Lot 1850	100	100
Lot 1851	100	100
Lot 1852	100	100
Lot 1853	100	100
Lot 1854	100	100
Lot 1855	100	100
Lot 1856	100	100
Lot 1857	100	100
Lot 1858	100	100
Lot 1859	100	100
Lot 1860	100	100
Lot 1861	100	100
Lot 1862	100	100
Lot 1901	100	100
Lot 1902	100	100
Lot 1903	100	100
Lot 1904	100	100
Lot 1905	100	100
Lot 1906	100	100
Lot 1907	100	100
Lot 1908	100	100
Lot 1909	100	100
Lot 1910	100	100
Lot 1911	100	100



# Department of Environment, Land, Water & Planning

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Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
PLAN NO. PS709524N

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Land Parcel	Entitlement	Liability
Lot 1912	100	100
Lot 1913	100	100
Lot 1914	100	100
Lot 1915	100	100
Lot 1916	100	100
Lot 1917	100	100
Lot 1918	100	100
Lot 1919	100	100
Lot 1920	100	100
Lot 1921	100	100
Lot 1922	100	100
Lot 1923	100	100
Lot 1924	100	100
Lot 1925	100	100
Lot 1926	100	100
Lot 1927	100	100
Lot 1928	100	100
Lot 1929	100	100
Lot 1930	100	100
Lot 1931	100	100
Lot 1932	100	100
Lot 1933	100	100
Lot 1934	100	100
Lot 1935	100	100
Lot 1936	100	100
Lot 1937	100	100
Lot 1938	100	100
Lot 1939	100	100
Lot 1940	100	100



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## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS709524N**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1941	100	100
Lot 1942	100	100
Lot 1943	100	100
Lot 1944	100	100
Lot 1945	100	100
Lot 1946	100	100
Lot 1947	100	100
Lot 1948	100	100
Lot 1949	100	100
Lot 1964	100	100
Lot 2001	100	100
Lot 2002	100	100
Lot 2003	100	100
Lot 2004	100	100
Lot 2005	100	100
Lot 2006	100	100
Lot 2007	100	100
Lot 2008	100	100
Lot 2009	100	100
Lot 2010	100	100
Lot 2011	100	100
Lot 2012	100	100
Lot 2013	100	100
Lot 2014	100	100
Lot 2015	100	100
Lot 2016	100	100
Lot 2017	100	100
Lot 2018	100	100
Lot 2019	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2020	100	100
Lot 2021	100	100
Lot 2022	100	100
Lot 2023	100	100
Lot 2024	100	100
Lot 2025	100	100
Lot 2026	100	100
Lot 2027	100	100
Lot 2028	100	100
Lot 2029	100	100
Lot 2030	100	100
Lot 2031	100	100
Lot 2032	100	100
Lot 2033	100	100
Lot 2034	100	100
Lot 2035	100	100
Lot 2036	100	100
Lot 2037	100	100
Lot 2038	100	100
Lot 2039	100	100
Lot 2040	100	100
Lot 2041	100	100
Lot 2042	100	100
Lot 2043	100	100
Lot 2044	100	100
Lot 2045	100	100
Lot 2046	100	100
Lot 2047	100	100
Lot 2048	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2049	100	100
Lot 2101	100	100
Lot 2102	100	100
Lot 2103	100	100
Lot 2104	100	100
Lot 2105	100	100
Lot 2106	100	100
Lot 2107	100	100
Lot 2108	100	100
Lot 2109	100	100
Lot 2110	100	100
Lot 2111	100	100
Lot 2112	100	100
Lot 2113	100	100
Lot 2114	100	100
Lot 2115	100	100
Lot 2116	100	100
Lot 2117	100	100
Lot 2118	100	100
Lot 2119	100	100
Lot 2120	100	100
Lot 2121	100	100
Lot 2122	100	100
Lot 2123	100	100
Lot 2124	100	100
Lot 2125	100	100
Lot 2126	100	100
Lot 2127	100	100
Lot 2128	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
PLAN NO. P8709524N

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2129	100	100
Lot 2130	100	100
Lot 2131	100	100
Lot 2132	100	100
Lot 2133	100	100
Lot 2134	100	100
Lot 2135	100	100
Lot 2136	100	100
Lot 2137	100	100
Lot 2138	100	100
Lot 2139	100	100
Lot 2140	100	100
Lot 2141	100	100
Lot 2142	100	100
Lot 2143	100	100
Lot 2144	100	100
Lot 2201	100	100
Lot 2202	100	100
Lot 2203	100	100
Lot 2204	100	100
Lot 2205	100	100
Lot 2206	100	100
Lot 2207	100	100
Lot 2208	100	100
Lot 2209	100	100
Lot 2210	100	100
Lot 2211	100	100
Lot 2212	100	100
Lot 2213	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2214	100	100
Lot 2215	100	100
Lot 2216	100	100
Lot 2217	100	100
Lot 2218	100	100
Lot 2219	100	100
Lot 2220	100	100
Lot 2221	100	100
Lot 2222	100	100
Lot 2223	100	100
Lot 2224	100	100
Lot 2225	100	100
Lot 2226	100	100
Lot 2227	100	100
Lot 2228	100	100
Lot 2229	100	100
Lot 2230	100	100
Lot 2231	100	100
Lot 2232	100	100
Lot 2233	100	100
Lot 2234	100	100
Lot 2235	100	100
Lot 2236	100	100
Lot 2237	100	100
Lot 2238	100	100
Lot 2239	100	100
Lot 2240	100	100
Lot 2241	100	100
Lot 2242	100	100





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS709524N**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2243	100	100
Lot 2244	100	100
Lot 2245	100	100
Lot 2246	100	100
Lot 2247	100	100
Lot 2248	100	100
Lot 2249	100	100
Lot 2250	100	100
Lot 2251	100	100
Lot 2252	100	100
Lot 2253	100	100
Lot 2254	100	100
Lot 2255	100	100
Lot 2258	100	100
Lot 2257	100	100
Lot 2258	100	100
Lot 2259	100	100
Lot 2260	100	100
Lot 2261	100	100
Lot 2262	100	100
Lot 2263	100	100
Lot 2264	100	100
Lot 2265	100	100
Lot 2266	100	100
Lot 2267	100	100
Lot 2268	100	100
Lot 2269	100	100
Lot 2270	100	100
Lot 2271	100	100



# Department of Environment, Land, Water & Planning

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Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
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### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2272	100	100
Lot 2273	100	100
Lot 2274	100	100
Lot 2275	100	100
Lot 2276	100	100
Lot 2277	100	100
Lot 2278	100	100
Lot 2301	100	100
Lot 2302	100	100
Lot 2303	100	100
Lot 2304	100	100
Lot 2305	100	100
Lot 2306	100	100
Lot 2307	100	100
Lot 2308	100	100
Lot 2309	100	100
Lot 2310	100	100
Lot 2311	100	100
Lot 2312	100	100
Lot 2313	100	100
Lot 2314	100	100
Lot 2315	100	100
Lot 2316	100	100
Lot 2317	100	100
Lot 2318	100	100
Lot 2319	100	100
Lot 2320	100	100
Lot 2321	100	100
Lot 2322	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2323	100	100
Lot 2324	100	100
Lot 2325	100	100
Lot 2326	100	100
Lot 2327	100	100
Lot 2328	100	100
Lot 2329	100	100
Lot 2330	100	100
Lot 2331	100	100
Lot 2332	100	100
Lot 2333	100	100
Lot 2334	100	100
Lot 2335	100	100
Lot 2336	100	100
Lot 2337	100	100
Lot 2338	100	100
Lot 2339	100	100
Lot 2340	100	100
Lot 2341	100	100
Lot 2342	100	100
Lot 2343	100	100
Lot 2344	100	100
Lot 2345	100	100
Lot 2346	100	100
Lot 2347	100	100
Lot 2348	100	100
Lot 2349	100	100
Lot 2350	100	100
Lot 2351	100	100



# Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1**  
**PLAN NO. PS709524N**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2352	100	100
Lot 2353	100	100
Lot 2354	100	100
Lot 2355	100	100
Lot 2356	100	100
Lot 2357	100	100
Lot 2358	100	100
Lot 2359	100	100
Lot 2360	100	100
Lot 2361	100	100
Lot 2362	100	100
Lot 2363	100	100
Lot 2401	100	100
Lot 2402	100	100
Lot 2403	100	100
Lot 2404	100	100
Lot 2405	100	100
Lot 2406	100	100
Lot 2407	100	100
Lot 2408	100	100
Lot 2409	100	100
Lot 2410	100	100
Lot 2411	100	100
Lot 2412	100	100
Lot 2413	100	100
Lot 2414	100	100
Lot 2415	100	100
Lot 2416	100	100
Lot 2417	100	100



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## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2418	100	100
Lot 2419	100	100
Lot 2420	100	100
Lot 2421	100	100
Lot 2422	100	100
Lot 2423	100	100
Lot 2424	100	100
Lot 2425	100	100
Lot 2426	100	100
Lot 2427	100	100
Lot 2428	100	100
Lot 2429	100	100
Lot 2430	100	100
Lot 2431	100	100
Lot 2432	100	100
Lot 2433	100	100
Lot 2434	100	100
Lot 2435	100	100
Lot 2436	100	100
Lot 2437	100	100
Lot 2438	100	100
Lot 2439	100	100
Lot 2440	100	100
Lot 2441	100	100
Lot 2442	100	100
Lot 2443	100	100
Lot 2444	100	100
Lot 2445	100	100
Lot 2446	100	100



# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2447	100	100
Lot 2448	100	100
Lot 2449	100	100
Lot 2801	100	100
Lot 2802	100	100
Lot 2803	100	100
Lot 2804	100	100
Lot 2805	100	100
Lot 2806	100	100
Lot 2807	100	100
Lot 2808	100	100
Lot 2809	100	100
Lot 2810	100	100
Lot 2811	100	100
Lot 2812	100	100
Lot 2813	100	100
Lot 2814	100	100
Lot 2815	100	100
Lot 2816	100	100
Lot 2817	100	100
Lot 2818	100	100
Lot 2819	100	100
Lot 2820	100	100
Lot 2821	100	100
Lot 2822	100	100
Lot 2823	100	100
Lot 2824	100	100
Lot 2825	100	100
Lot 2826	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS709524N**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2827	100	100
Lot 2828	100	100
Lot 2829	100	100
Lot 2830	100	100
Lot 2831	100	100
Lot 2832	100	100
Lot 2833	100	100
Lot 2834	100	100
Lot 2835	100	100
Lot 2836	100	100
Lot 2837	100	100
Lot 2838	100	100
Lot 2839	100	100
Lot 2840	100	100
Lot 2841	100	100
Lot 2842	100	100
Lot 2843	100	100
Lot 2844	100	100
Lot 2845	100	100
Lot 2846	100	100
Lot 2847	100	100
Lot 2848	100	100
Lot 2849	100	100
Lot 2850	100	100
Lot 2851	100	100
Lot 2852	100	100
Lot 2853	100	100
Lot 2854	100	100
Lot 2855	100	100



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Produced: 19/02/2019 05:08:22 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS709524N**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2856	100	100
Lot 2857	100	100
Lot 2858	100	100
Lot 2859	100	100
Lot 2860	100	100
Lot 2861	100	100
Lot 2862	100	100
Lot 2863	100	100
Lot 2864	100	100
Lot 2865	100	100
Lot 2866	100	100
Lot 2867	100	100
Lot 2868	100	100
Lot 2869	100	100
Lot 2870	100	100
Lot 2871	100	100
Lot 2872	100	100
Lot 2873	100	100
Lot 2901	100	100
Lot 2902	100	100
Lot 2903	100	100
Lot 2904	100	100
Lot 2905	100	100
Lot 2906	100	100
Lot 2907	100	100
Lot 2908	100	100
Lot 2909	100	100
Lot 2910	100	100
Lot 2911	100	100





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2912	100	100
Lot 2913	100	100
Lot 2914	100	100
Lot 2915	100	100
Lot 2916	100	100
Lot 2917	100	100
Lot 2918	100	100
Lot 2919	100	100
Lot 2920	100	100
Lot 2921	100	100
Lot 2922	100	100
Lot 2923	100	100
Lot 2924	100	100
Lot 2925	100	100
Lot 2926	100	100
Lot 2927	100	100
Lot 2928	100	100
Lot 2929	100	100
Lot 2930	100	100
Lot 2931	100	100
Lot 2932	100	100
Lot 2933	100	100
Lot 2934	100	100
Lot 2935	100	100
Lot 2936	100	100
Lot 2937	100	100
Lot 2938	100	100
Lot 2939	100	100
Lot 2940	100	100



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OWNERS CORPORATION 1  
PLAN NO. PS709524N

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Land Parcel	Entitlement	Liability
Lot 2941	100	100
Lot 2942	100	100
Lot 2943	100	100
Lot 2944	100	100
Lot 2945	100	100
Lot 2946	100	100
Lot 3001	100	100
Lot 3002	100	100
Lot 3003	100	100
Lot 3004	100	100
Lot 3005	100	100
Lot 3006	100	100
Lot 3007	100	100
Lot 3008	100	100
Lot 3009	100	100
Lot 3010	100	100
Lot 3011	100	100
Lot 3012	100	100
Lot 3013	100	100
Lot 3014	100	100
Lot 3015	100	100
Lot 3016	100	100
Lot 3017	100	100
Lot 3018	100	100
Lot 3019	100	100
Lot 3020	100	100
Lot 3021	100	100
Lot 3022	100	100
Lot 3023	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3024	100	100
Lot 3025	100	100
Lot 3026	100	100
Lot 3027	100	100
Lot 3028	100	100
Lot 3029	100	100
Lot 3030	100	100
Lot 3031	100	100
Lot 3032	100	100
Lot 3033	100	100
Lot 3034	100	100
Lot 3035	100	100
Lot 3036	100	100
Lot 3037	100	100
Lot 3038	100	100
Lot 3039	100	100
Lot 3101	100	100
Lot 3102	100	100
Lot 3103	100	100
Lot 3104	100	100
Lot 3105	100	100
Lot 3106	100	100
Lot 3107	100	100
Lot 3108	100	100
Lot 3109	100	100
Lot 3110	100	100
Lot 3111	100	100
Lot 3112	100	100
Lot 3113	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS709524N**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3114	100	100
Lot 3115	100	100
Lot 3116	100	100
Lot 3117	100	100
Lot 3118	100	100
Lot 3119	100	100
Lot 3120	100	100
Lot 3121	100	100
Lot 3122	100	100
Lot 3123	100	100
Lot 3124	100	100
Lot 3125	100	100
Lot 3126	100	100
Lot 3127	100	100
Lot 3128	100	100
Lot 3129	100	100
Lot 3130	100	100
Lot 3131	100	100
Lot 3132	100	100
Lot 3133	100	100
Lot 3134	100	100
Lot 3135	100	100
Lot 3136	100	100
Lot 3137	100	100
Lot 3138	100	100
Lot 3201	100	100
Lot 3202	100	100
Lot 3203	100	100
Lot 3204	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

OWNERS CORPORATION 1  
PLAN NO. PS709524N

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3205	100	100
Lot 3206	100	100
Lot 3207	100	100
Lot 3208	100	100
Lot 3209	100	100
Lot 3210	100	100
Lot 3211	100	100
Lot 3212	100	100
Lot 3213	100	100
Lot 3214	100	100
Lot 3215	100	100
Lot 3216	100	100
Lot 3217	100	100
Lot 3218	100	100
Lot 3232	100	100
Lot 3233	100	100
Lot 3234	100	100
Lot 3235	100	100
Lot 3236	100	100
Lot 3237	100	100
Lot 3238	100	100
Lot 3239	100	100
Lot 3240	100	100
Lot 3241	100	100
Lot 3242	100	100
Lot 3243	100	100
Lot 3244	100	100
Lot 3245	100	100
Lot S2	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 05:08:22 PM

**OWNERS CORPORATION 1  
PLAN NO. PS709524N**

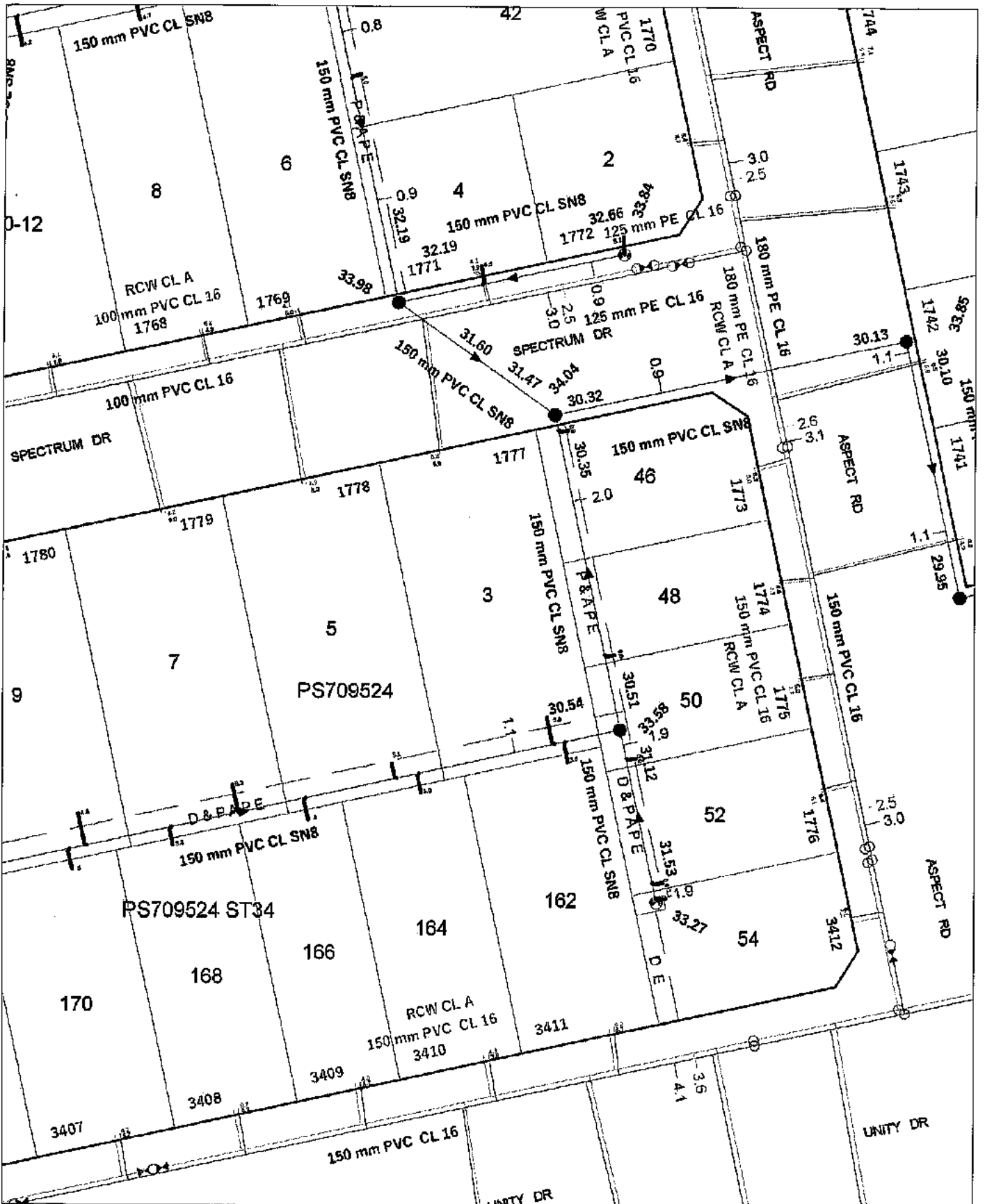
### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot S23	100000	100
Lot S44	500	100
Lot S48	1000	100
Lot S56	4000	100
Lot S57	244000	100
Lot S58	2000	100
Lot S500	14900	100
Lot S699	800	100
Lot S702	900	100
<b>Total</b>	<b>478900.00</b>	<b>111700.00</b>

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.



Lot 1777 3 SPECTRUM DR MOUNT DUNEED

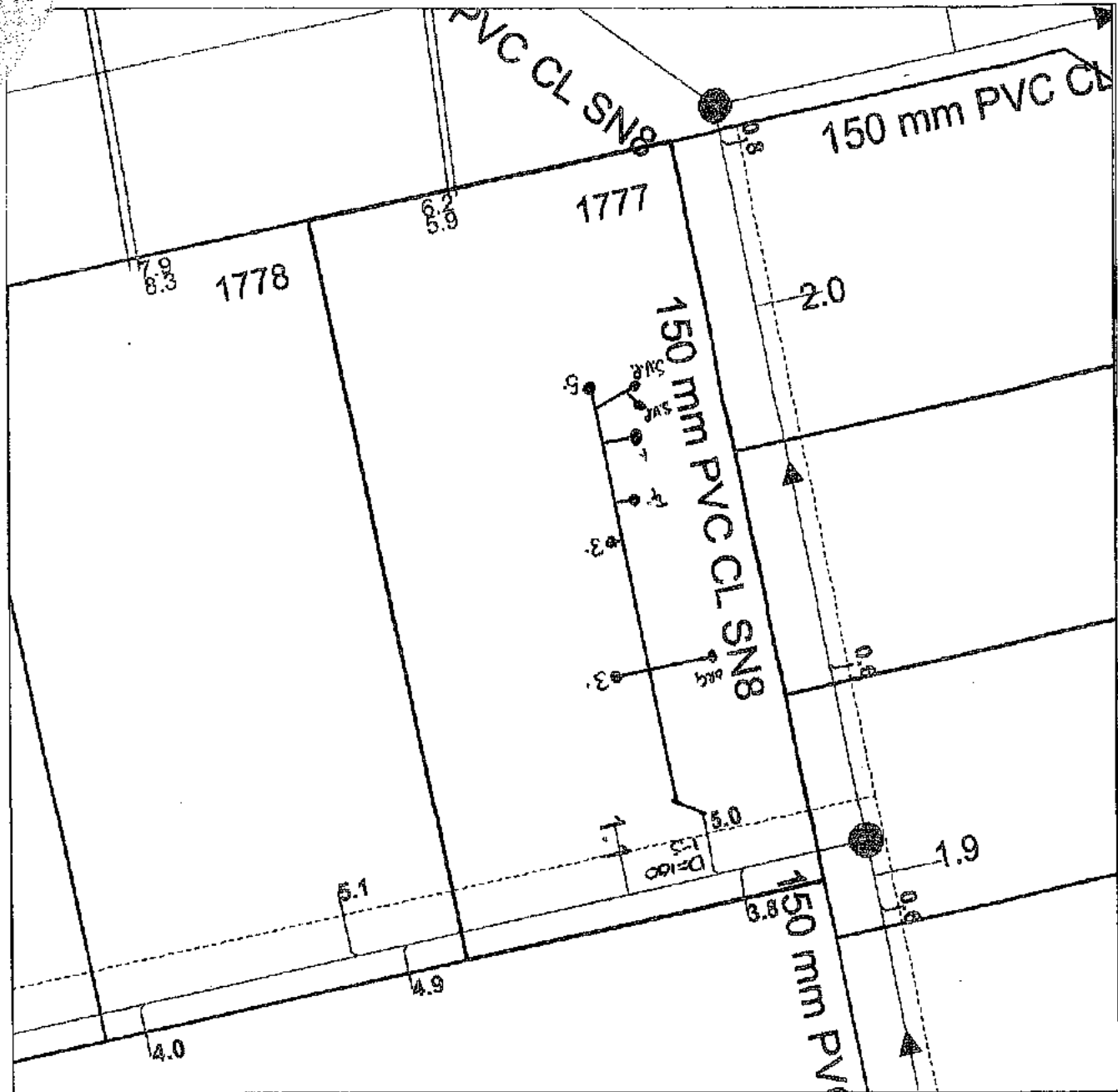
Scale : 500

Created : 13-Mar-19

- LEGEND
- GRAVITY SEWER
  - PRESSURE SEWER
  - POTABLE WATER
  - RECYCLED WATER



**DISCLAIMER:** Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only, Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.



### BLOCK PLAN

#### DETAILS

ADDRESS: 3 SPECTRUM DR, MOUNT DUNEED, 3217  
 LOT NUMBER: 1777  
 INSTALLATION NO: 40006067  
 DRAINAGE PLAN NO: US16383  
 VBA CONSENT NO: 01040461688  
 BRANCH LENGTH: 2.70 m  
 END POINT DEPTH: 1.1 m  
 BRANCH TYPE: SPA  
 DISTANCE FROM MANHOLE: 6.7 m  
 BOUNDARY TIE: POTABLE WATER 6.9 m RECYCLED WATER 6.2 m SEWER 5 m  
 COMMENTS:



P.O. Box 659 Geelong 3220 T: 1300 656 007 F: 03 5221 8338  
 Email: info@barwonwater.vic.gov.au  
 Web address: www.barwonwater.vic.gov.au

<b>LEGEND</b> GRAVITY SEWER PRESSURE SEWER POTABLE WATER RECYCLED WATER		<b>FIXTURES</b>
		CLOSET 1
		BATH 2
		SINK 3
		TROUGH 4
		BASIN 5
		SHOWER 6
WASHING MACHINE 7		

DATE SUBMITTED: .....  
 PLUMBER/DRAINER: J. Finch  
 LICENCE NO: 47558  
 PHONE NO: 0499076811  
 COMPLIANCE CERT NO: 11895586  
 COMMENTS: .....  
 Scale 1:250      CREATED: 10/3/2016

**WARNINGS**      SEWER - BENZENE      WATER - CADMIUM / CHROMIUM / COPPER      CRACKED AC PIPE  
 Indicates the presence of a hazardous zone. Follow OH&S Guidelines Barwon Water OH&S Alert  
 Entry into any manhole on the construction of a new connection to a live sewer is controlled by confined space and OH&S Regulations.  
**DISCLAIMER:** Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.



**AK818451W**

03/01/2014 \$113 173



# PLANNING PERMIT

Permit No. 496/2012

Planning Scheme Greater Geelong Planning Scheme

Responsible Authority Greater Geelong City Council

**ADDRESS OF THE LAND** 50 & 50A WHITES ROAD, 193-237, 230, 250 & 310 BOUNDARY ROAD AND 60 AIRPORT ROAD, MOUNT DUNEED

**THE PERMIT ALLOWS** STAGED MULTI-LOT SUBDIVISION, CREATION OF A NEW ACCESS TO A ROAD ZONE CATEGORY 1 AND CONSTRUCTION OF A DWELLING ON A LOT LESS THAN 300 SQUARE METRES GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

**Endorsed Plans**

1. The layout and site dimensions of the subdivision as shown on the endorsed plan(s) must not be altered or modified without the written consent of the Responsible Authority. There are no requirements to alter or modify the endorsed plan if a plan is certified under the provisions of the Subdivision Act 1988 that is generally in accordance with the endorsed plan(s).
2. The staging of the subdivision must be generally in accordance with the staging plan endorsed as part of this planning permit except with the prior written consent of the Responsible Authority.
3. The development of dwellings on lots less than 300 square metres as shown on the endorsed plan(s) must not be altered without the written consent of the Responsible Authority.
4. All buildings and works as shown on the endorsed plans associated with the construction of dwellings on lots less than 300 square metres must be completed prior to the occupation of the dwellings unless otherwise approved in writing by the Responsible Authority.

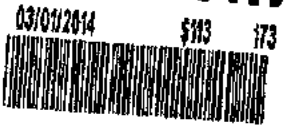
**Section 173 Agreement**

5. Prior to the issuing of a Statement of Compliance for Stage 1 of the subdivision, the applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority. The agreement must be in a form to the satisfaction of the Responsible Authority, and the applicant must be responsible for the expense of the preparation and registration of the agreement, including the Responsible Authority's reasonable costs and expense (including legal expenses) incidental to the preparation, registration and enforcement of the agreement. The agreement must contain covenants to be registered on the Title of the property so as to run with the land, and must provide for the following:

Date Issued: 10 April 2013  
 Planning and Environment Regulations 1988

Signature of the Responsible Authority:

AK818451W



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUED**

- a) Any lots created as part of Stage 1 of the approved subdivision must only be used for the purpose of display homes or associated car parking until such time as the interim intersection at Surf Coast Highway/Burvilles Road has been constructed to the satisfaction of the Responsible Authority and VicRoads.
- b) No temporary land sales office may be placed on the land identified as lot S2 on Plan of Subdivision (insert details here) except with the prior written consent of the Responsible Authority.
- c) Implementation of the Public Infrastructure and Land Plan approved under this permit;
- d) Equalisation of open space having regard to the areas set aside in the plan of subdivision, Table 1 – Land Use Budget in the incorporated *Armstrong Creek West Precinct Structure Plan* and the amount specific in the schedule to Clause 52.01;
- e) Timing of any payments to be made to Council or to the owner with respect to development contributions, infrastructure projects and open space, having regard for the owner's overall DCP liability and credit for works in lieu and for the requirements of Clause 52.01 and the *Armstrong Creek West Development Contributions Plan* and *Precinct Structure Plan*.

The agreement will be registered on Title affected by the subdivision in accordance with Section 181 of the Planning and Environment Act 1987.

**Building Envelopes**

- 6. Prior to the issue of Statement of Compliance of the plan of subdivision for the relevant stage, building envelopes must be submitted to the Responsible Authority and endorsed. The building envelopes may be modified with the consent of the responsible authority.

**Public Infrastructure and Land Plan**

- 7. Prior to the issue of Statement of Compliance of the first stage of subdivision, a Public Infrastructure and Land Plan must be submitted to and approved by the Responsible Authority. Once approved, the Public Infrastructure and Land Plan must be implemented to the satisfaction of the Responsible Authority. The plan must show the location, type, staging and timing of delivery of all infrastructure on the land as identified in the *Armstrong Creek West Precinct Structure Plan* and *Development Contributions Plan*, or reasonably required as a result of the subdivision of the land (and infrastructure necessary for the development of the land whether or not it is on the land) including:
  - a) The extent of stormwater drainage works, sewer and road works proposed or required under this permit;
  - b) The land which is required to be set aside for any infrastructure identified in the DCP or the PSP including land required for public open space and community facilities and any proposed reconciliation payment in respect of the land having regard to its value as set out in the DCP;
  - c) Subject to the consent of the City of Greater Geelong, any infrastructure works, and the value of these works, set out in the DCP which can be provided 'in lieu' of development contributions in accordance with the DCP;

Date Issued: 10 April 2013

Planning and Environment Regulations 1998

Signature of the Responsible Authority:

Form 4

AK818451W



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUED**

20. The detailed design plans for the retaining wall and footings within the constructed wetland precinct must demonstrate that the extent of the footing within the land to be transferred to Council is kept to a minimum.
21. Prior to the issuing of a Statement of Compliance for each stage of the subdivision, an underground stormwater drainage system including detention basin must be constructed within easements and/or road reserves to cater for all lots, roads, streets and courts created by the subdivision and the surrounding developed and undeveloped area all to the satisfaction of the Responsible Authority.
22. Unless otherwise approved in writing by the Responsible Authority the stormwater drainage system on the site designed such that stormwater runoff exiting the land meets the current best practice performance objectives for stormwater quality, as contained in the Urban Stormwater Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999) as follows:
  - a) 80% retention of the typical annual load of suspended solids;
  - b) 45% retention of the typical annual load of total phosphorous;
  - c) 45% retention of the typical annual load of total nitrogen; and
  - d) 70% retention of the typical annual load of gross pollutants.

**Maintenance of Civil Works**

23. The civil works shown on any endorsed engineering plan must be maintained to the satisfaction of the Responsible Authority for a period of one (1) year unless otherwise agreed in writing by the Responsible Authority.

Note 1: The construction of interim wetlands (or similar) will be allowed however the maintenance period for those areas will not commence until such time as the ultimate wetland (or similar) is constructed to the satisfaction of the Responsible Authority.

**Boundary Road**

24. For building works associated with the construction of the Display Village homes, interim access for builder/construction traffic shall be allowed from Boundary Road. Engineer designed plans for the interim access must be submitted to the satisfaction of the Responsible Authority prior to construction of the temporary access. The temporary access must be constructed in accordance with the submitted plans to the satisfaction of the responsible authority before commencement of building works associated with the Display Village homes. The Display Village use will not be able to operate until the interim intersection of Surf Coast Highway and Burvilles Road is provided.

**Revocation of Flood Prone Area**

25. Prior to the issuing of a Statement of Compliance for stage 1 of this subdivision, flood mapping is to be undertaken to allow revocation of the flood prone designation of all lots covered by this permit.

**General**

26. Drainage assets must comply with Royal Lifesaving Guidelines for Water Safety in Urban Developments to the satisfaction of the Responsible Authority.

Date Issued: 10 April 2013

Signature of the Responsible Authority:

**AK818451W**

03/01/2014 113 173



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINU**

27. The minimum finished surface level (excluding access driveways and paths) on all lots must be 300mm above the 100 year ARI event to the satisfaction of the Responsible Authority.
28. Major culvert augmentation / upgrade works must be provided to the satisfaction of the Responsible Authority.

**Construction – Drainage and Roads**

29. Prior to Statement of Compliance being issued for any relevant stage of subdivision road works and drainage must be constructed in accordance with the approved plans and specifications to the satisfaction of the Responsible Authority, unless otherwise permitted by the responsible authority, and must include:

- a) Fully sealed pavement with kerb and channel;
- b) Concrete footpaths; and
- c) Underground stormwater drainage.

**Street Names – Place Signs**

30. Prior to Statement of Compliance being issued for any relevant stage of the subdivision, the subdivider must provide and place relevant street signs to the satisfaction of the Responsible Authority.

**Street Lighting**

31. Unless otherwise approved in writing by the Responsible Authority, prior to Statement of Compliance being issued for each relevant stage of the subdivision, street lighting must be provided within and abutting the subdivision to the satisfaction of the Responsible Authority and at the full cost of the subdivider.

**Supervision of Works**

32. Prior to Statement of Compliance being issued for each relevant stage of the subdivision a fee of 3.25% of the cost of the works must be paid to council for the checking and supervision of these works.
33. The design and construction of the road works and stormwater drainage and any other new council infrastructure must be approved and supervised by council.
34. Prior to the relevant stage being placed on maintenance, a maintenance bond of 5% of the cost of the works must be paid to council and will be returned after successful completion of a three month maintenance period.

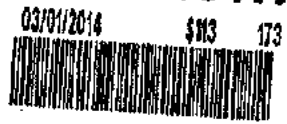
**Council Reserves – Footpath / Loam / Landscape**

35. Prior to Statement of Compliance for the relevant stage of the subdivision, or unless otherwise bonded, the subdivider must construct a reinforced concrete footpath, loam and sow down, landscape, etc., within and abutting the Council Road Reserves to the satisfaction of the Responsible Authority.

Date Issued: 10 April 2013

Signature of the Responsible Authority

**AK818451W**



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUE**

**Council Reserves – Vehicle Access Barriers**

- 36. Prior to the issue of Statement of Compliance for any relevant stage or otherwise bonded, suitable vehicle access barriers must be provided across the entrance of the Council Reserve, these must be de-mountable to allow access to Council maintenance vehicles. The location of these barriers must be determined by the Responsible Authority.

**Topsoli Removal**

- 37. No topsoil must be removed from the land without the consent of the Responsible Authority and any topsoil disturbed as a result of works permitted by this permit must be stockpiled on the site for later redressing of the land.

**Disturbed Surfaces**

- 38. Prior to the issuing of a Statement of Compliance for each stage of the subdivision, all disturbed surfaces on the land authorised by this permit except those areas set aside for roadways and footpaths shall be dressed with topsoil, hydroseeded (at a minimum) and stabilised to the satisfaction of the Responsible Authority to prevent any erosion or siltation either on or adjacent to the land.

**Fencing of Council Reserves**

- 39. Prior to the issue of a Statement of Compliance for any relevant stage of the subdivision, the subdivider must erect a fence on any property boundary directly abutting a reserve (except a road reserve) in accordance with the approved landscape master plan to the satisfaction of the responsible authority and at no cost to Council.

**TRAFFIC ENGINEERING CONDITIONS**

**Road Safety Audit**

- 40. Prior to works commencing for each relevant stage of the subdivision as deemed required by the Responsible Authority, Independent Road Safety Audits for the roads designated as Armstrong Boulevard (between Surf Coast Highway and Remarkable Drive) and Remarkable Drive (between Armstrong Boulevard and Golden Wattle Drive), and all intersections with those roads, must be carried out for the intersection treatments at the detailed design stage by a suitably qualified auditor in accordance with Austroads "Road Safety Audit" (2002). The findings of the Independent Road Safety Audit must then be formally responded to and approved by the Responsible Authority and if deemed necessary by the Responsible Authority implemented by the subdivider to the satisfaction of the Responsible Authority.

**Local Area Traffic Management Plan**

- 41. Prior to the commencement of works for Stage 1, a Local Area Traffic Management (LATM) plan must be developed in consultation with Council's Traffic Engineering unit.

**Intersections with Surf Coast Highway**

- 42. All intersections with the Surf Coast Highway must be designed, constructed and controlled in accordance with the Public Infrastructure and Land Plan to the satisfaction of the Responsible Authority and VicRoads.

Date issued: 10 April 2013

Signature of the Responsible Authority:

AK818451W



CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUE

**ENVIRONMENT CONDITIONS**

**Vegetation Management Plan**

43. Prior to the commencement of any works for any relevant stage of the subdivision that may impact Native Vegetation (including any dead vegetation), a Vegetation Management Plan must be submitted to and approved by the Responsible Authority. The plan must be prepared in consultation with and approved by the Department of Sustainability and Environment and must include the following detail:

- a) The need for measures to be used that will limit and manage earthworks in proximity to the trees identified for protection;
- b) of vegetation to be protected or identified;
- c) The protection of all scattered trees in accordance with the approved landscape plan;
- d) Conditions and requirements for permits in the Armstrong Creek West Native Vegetation Precinct Plan;
- e) Tree numbers T4, 5, 6, 11, 31, 32, 33, 34 identified within the Armstrong Creek West Native Vegetation Precinct Plan must be protected with Tree Protection Fencing in accordance with Australian Standard AS4970-2009 Protection of trees on development sites for the duration of construction or until they are removed in accordance with the NVPP. Removed trees must be protected and/or relocated in accordance with the approved Stag Relocation Plan;
- f) The Tree Protection Fencing must have signs attached around the fencing which clearly states- TREE PROTECTION ZONE- No Access Permitted. An inspection is required once the Tree Protection Fencing has been erected. Please contact the City's Environment and natural Resources Unit on 5272 4785 to arrange an inspection time
- g) No vehicular or pedestrian access, trenching or soil excavation may occur within the Tree Protection Zone without the written consent of the Responsible Authority. No storage or dumping of tools, equipment or waste may occur within the Tree Protection Zone;
- h) All work within the drip line of any tree to be retained above or below ground must be supervised by a suitably qualified arborist or horticulturist to ensure that the works are done in a manner which protects and minimises damage to those trees to the satisfaction of the Responsible Authority; additionally, all pruning undertaken must be in accordance to AS4373 – 2007 Pruning of Amenity Trees.
- i) The placement of fill must be designed to ensure that it does not compromise native vegetation to be protected;
- j) Soil must not be stockpiled on native vegetation;

44. Prior to and during works associated with the subdivision, the recommendations, guidelines and actions contained in the approved Vegetation Management Plan must be implemented where relevant to the satisfaction of the Responsible Authority.

**Native Vegetation**

45. Consent given to the removal of native vegetation as documented in the approved *Armstrong Creek West Native Vegetation Precinct Plan* (NVPP) applies. Due to the proposed staging of the wetlands in the southern section of works for the permit area, Habitat Zones 27, 28 and Scattered Tree T11 must not be removed until such time that the lower south eastern wetland is required to be constructed.

Date Issued: 10 April 2013

Signature of the Responsible Authority:

**AK818451W**

03/01/2014 1113 173



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUE**

- 46. Prior to the commencement of any works that may impact on native vegetation (including dead vegetation); a Native Vegetation Offset Management Plan must be submitted to and approved by the Responsible Authority. The plan must be prepared in consultation with and approved by the Department of Sustainability and Environment and must:
  - a) Accord with the Incorporated *Armstrong Creek West Native Vegetation Precinct Plan* (NVPP) and the *Armstrong Creek West Offset Management Strategy* to the satisfaction of the Department of Sustainability and Environment and the Responsible Authority;
  - b) Include offsets provided to the satisfaction of the Responsible Authority and must be protected through measures such as conservation covenants or Section 173 agreements to the satisfaction of the Responsible Authority;
  - c) Ensure offsets are located within the area to which the Native Vegetation Precinct Plan applies as a priority, with other offsets located in accordance with the *Armstrong Creek West Offset Management Strategy* and be consistent with the principles set out in *Victoria's Native Vegetation Framework – A Framework for Action* (NRE 2002);
  - d) Detail if native vegetation identified as being capable to be removed is instead to be retained, offset requirements will be reduced accordingly;
  - e) Ensure Indigenous plants of local provenance are used in revegetation works where possible.
  
- 47. Within twelve months of removal of native vegetation, or as agreed with the Responsible Authority, the works, payments and other actions necessary to offset the removal, destruction or lopping of native vegetation as set out in the approved offset management plan for the above conditions and under the Native Vegetation Precinct Plan must be implemented or secured to the satisfaction of the Responsible Authority.
  
- 48. As part of the development of the Offset Strategy for the Armstrong Creek West Precinct a Native Vegetation Offset Tracking Tool must be developed, similar to the Tracking Tool developed for the Armstrong Creek East Precinct, to accurately document and track all the Habitat Zones and scattered trees removed, the offsets provided & their location along with the status of any Practical Retention trees and stags. The Offset Tracking Tool must be constantly updated by the developer's ecology consultant during the time subdivisional works are being undertaken when native vegetation is removed and/or retained.
  
- 49. Any Eucalypt trees that are classified as Very Large or Large Old Trees and stags to be removed must be used as habitat within the retained Habitat Zones elsewhere in the Precinct or the constructed wetlands and/or Armstrong Creek reserve to the satisfaction of the Responsible Authority. These trees must be salvaged so that they can achieve maximum habitat value.
  
- 50. Prior to the commencement of works for any relevant stage containing trees to be removed, a Stag Relocation Plan for each stage of subdivision must be submitted and approved by the Responsible Authority. The plan must include the following:

Date Issued: 10 April 2013

Signature of the Responsible Authority: \_\_\_\_\_

**AK818451W**

03/01/2014

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173

**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUE!**



- a) Identification of each tree proposed for relocation (T31, T32, T33, T34);
  - b) Species identification and size of each individual tree;
  - c) Identification of the relocation sites for each of the four trees and
  - d) The proposed site preparation and protection measure to ensure each tree's structural integrity and protection after relocation is maximised.
51. Prior to works commencing for the permit area, any Native Vegetation to be removed (in accordance with the approved Native Vegetation Precinct Plan) must be clearly marked and numbered on site. An inspection is required to satisfy this condition. Please contact the City's Environment and Natural Resources Unit on 52724785 to arrange an inspection time.
  52. Prior to any tree identified in the Fauna Management Plan as having habitat potential being removed or lopped, the tree must be examined by a suitably qualified zoologist for the presence of fauna in hollows or external nests. If native fauna species are located, they must be salvaged and relocated to the closest suitable vegetation in consultation with the Department of Sustainability and Environment.
  53. All pruning of native trees to be retained must be undertaken using a suitably qualified arborist and be carried out in accordance with AS4373 - 2007; 'Pruning of Amenity Trees to the satisfaction of the Responsible Authority'.
  54. No grazing may occur on native vegetation to be protected (unless it is permitted by a Management Plan approved by the Responsible Authority) to the satisfaction of the Responsible Authority.
  55. Water run-off must be designed to ensure that native vegetation to be protected is not compromised, to the satisfaction of the Responsible Authority.
  56. The conditions and requirements for permits as outlined in Section 7 of the approved Armstrong Creek West Precinct Native Vegetation Precinct Plan must be fully complied with at all times throughout the development.

**Stormwater/WSUD**

- 57 All fully constructed wetlands must be maintained by the developer for two (2) years after the completion of the relevant wetlands to the satisfaction of the Responsible Authority.

**Environmental Audit**

58. Prior to the commencement of any works (excluding works associated with removal of potentially contaminated material, such as fuel tanks and fill, which may be undertaken prior to or concurrent with the assessment) in areas identified in the Phase 1 Report on Contamination and Geotechnical Opportunities and Constraints undertaken by Golder Associates (9 November 2010) for the *Armstrong Creek West Precinct*, an Environmental Assessment must be submitted which must include an assessment of the land by a suitably qualified environmental professional detailing the level and location of any contamination. This assessment is to be peer reviewed by a suitably qualified environmental professional approved by Council. If the responsible authority is satisfied that significant levels of contamination have been found:

Date Issued: 10 April 2013

Signature of the Responsible Authority:



AK818451W



**CONDITIONS OF PLANNING PERMIT NUMBER 498/2012 CONTINUED**

- a) A certificate of environmental audit must be issued for the land in accordance with Part IXD of the *Environmental Protection Act 1970*, or
- b) An environmental auditor appointed under the *Environmental Protection Act 1970* must make a statement in accordance with Part IXD of the *Environmental Protection Act 1970* that the environmental condition of the land are suitable for the sensitive use.

**RECREATION & OPEN SPACE CONDITIONS**

**Landscape Master Plan**

59. Prior to the commencement of works, a landscape master plan (incorporating a street tree master plan) for the permit area, prepared by a person suitably qualified or experienced in landscape design, must be approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must address and be consistent with the Precinct Structure Plan and Native Vegetation Precinct Plan applying to the land. The plan must be drawn to scale with dimensions and three hard copies plus an electronic copy must be provided. The landscape master plan must be generally in accordance with the MDG Landscape Architects Landscape Master Plan dated 22 March 2013 but modified to show and include:

- a) A species list of all proposed terrestrial vegetation;
- b) A species list of all proposed aquatic vegetation which must be indigenous and designed to enhance the biodiversity values of the creek and any constructed water bodies;
- c) Relocated stags in accordance with the approved Stag Relocation Plan;
- d) The principles and graphical concepts of the proposed treatment of the open space reserves and utilities easements;
- e) How any landscape requirements or guidelines within the Precinct Structure Plan are proposed to be implemented.

**Landscaping Plan**

60. Prior to Statement of Compliance being issued for each relevant stage of the subdivision, a detailed landscape plan, prepared by a person suitably qualified or experienced in landscape design, must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The landscape plan must be drawn to scale with dimensions and three hard copies plus an electronic copy must be provided. The plan must address and be consistent with the Precinct Structure Plan and Native Vegetation Precinct Plan applying to the land and with any endorsed landscape master plan and must show:

- a) A survey (including location, size and botanical name) of all existing vegetation on the land;
- b) The proposed Q10 and Q100 events extent;

Date issued: 10 April 2013

Signature of the Responsible Authority:

AK818451W



CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUE

- c) Any tree(s) proposed for retention within a road reserve or public open space (excluding conservation areas) for any stage of the development must be independently assessed by a suitably qualified arborist which details suitability for retention and ongoing management recommendations for the tree(s). The detailed landscape response for the area in which the tree(s) are located must be informed by the arboricultural assessment;
  - d) Vegetation that is approved to be retained, removed and/or topped in accordance with the Armstrong Creek West Native Vegetation Precinct Plan, including details of tree protection zones;
  - e) The layout of new planting in all road reserves and municipal reserves;
  - f) The layout and zonation detail of new aquatic planting in waterways and any constructed water bodies in municipal reserves;
  - g) A detailed planting schedule of all proposed terrestrial trees, shrubs, and groundcovers including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant;
  - h) A detailed planting schedule of all proposed aquatic planting including botanical names, common names, supply sizes, sizes at maturity, zonation detail, planting densities and quantities of each plant with a note that plants must be sourced from local provenance material;
  - i) The proposed layout, materials and finishes of paths, areas of pavement, structures, play spaces, fences, maintenance access gates and street furniture;
  - j) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls;
  - k) Additional supporting information, such as certified structural designs or building forms;
  - l) Playground design compliance with AS4685:2004 Playground Equipment Safety and AS/NZS4422:1998 Playground Surfacing;
  - m) The removal of existing disused structures, foundations, pipelines, farm dams or stockpiles;
  - n) All proposed street tree planting using semi-advanced trees with a minimum container size of 45 litres;
  - o) The maintenance schedule for all proposed landscaping, including hard and soft landscaping elements; and
  - p) The implementation of any landscape principles and guidelines contained in the Precinct Structure Plan.
  - q) Bicycle parking to support primary cycling routes throughout the subdivision.
  - r) The style and location of permeable fencing for all lots abutting reserves (except road reserves);
61. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless otherwise agreed by the responsible authority.

**Completion of Landscape Works**

- 62. The landscaping works shown on the approved landscape plan for any stage must be carried out and completed to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance for that stage or any other time when agreed in writing by the Responsible Authority and suitably bonded.

Date Issued: 10 April 2013

Signature of the Responsible Authority

AK818451W

03/08/2014

\$113

173

CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUE

63. Prior to the issue of practical completion of landscaping works, or any other time as agreed in writing by the Responsible Authority, the following must be provided to the Responsible Authority:
- a) Building permits and structural engineering compliance where necessary;
  - b) Landscaping maintenance plan including playground inspection regime and asset listing;
  - c) As-built landscaping plans in PDF and GIS-ready AutoCAD (DXF) format; and
  - d) An independent playground auditor's report with evidence of rectification of any identified defects. The report must relate to all playground equipment, fitness equipment, natural play elements, soft fall areas and edging to ensure that all aspects of the playground construction meet Playground Standards AS/NZS4422 1996 and AS4685 parts 1-6 2004 and is in good working order and safe condition.
64. Unless otherwise agreed in writing by the Responsible Authority, a maintenance bond must be submitted to the Responsible Authority at the time of application for practical completion of landscaping works.

Note 1: The incomplete landscape works bond or bank guarantee must be 125 per cent of the estimated cost of incomplete landscape works; the maintenance bond or bank guarantee must be 100 per cent of the estimated cost of maintenance of landscape works for a two (2) year period.

Note 2: A practical completion inspection is required to satisfy this condition and must be organised by the permit holder with two weeks' notice given for onsite inspections. The incomplete landscape works bond will be returned on award of practical completion.

Maintenance of Landscaping

65. The landscaping shown on any endorsed landscape plan for a particular stage must be maintained to the satisfaction of the responsible authority for a period of two (2) years from the practical completion of the landscaping unless otherwise agreed in writing by the responsible authority. During this period, any dead, diseased or damaged plants, landscaped areas and hard landscape elements are to be repaired or replaced.

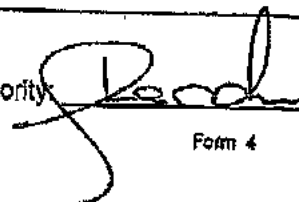
Note 1: The planting out of interim wetlands (or similar) will be allowed however the maintenance period for those areas will not commence until such time as the ultimate wetland (or similar) is constructed and planted out.

Note 2: Playgrounds and fitness equipment must be inspected weekly and maintained to ensure public safety for the duration of the landscape maintenance period. Unless otherwise agreed in writing, Council will not be responsible for the equipment, the site or public liability until a handover inspection has taken place and written acceptance of handover has been issued.

Date Issued: 10 April 2013

Planning and Environment Regulations 1988

Signature of the  
Responsible Authority



Form 4

**AK818451W**



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUED**

Note 3: The Developer and their contractors who will develop and maintain playgrounds and associated landscaping are required to obtain and maintain appropriate public liability insurance (with Council's interest noted on the certificate of insurance) over the playground and landscaping for the duration of the maintenance period. Note 4: A handover inspection is required to satisfy this condition and must be organised by the permit holder with two weeks' notice given for onsite inspections. The landscape maintenance bond will be returned on acceptance of handover.

Note 4: No handovers will be accepted during the summer period, between 30 November and 1 March.

**Public Open Space**

66. Prior to Statement of Compliance being issued for any relevant stage of the subdivision, any reserve or land set aside for public open space or any tree reserve or the like must be graded, top dressed and sown to grass to the satisfaction of the Responsible Authority unless otherwise agreed in writing by the Responsible Authority and suitably bonded.

**ARTS & CULTURE CONDITIONS**

**Public Art Master Plan**

67. Prior to Statement of Compliance being issued for the second stage of the subdivision, a public art master plan for the permit area, prepared by a suitably experienced consultant and/or public art consultant/curator, must be approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must detail:

- a) Precinct context investigation/description;
- b) Community demographic (market) description;
- c) Curatorial statement/approach;
- d) Landscape Master Plan response (collaboration);
- e) Site Plan identifying relevant features:- Nodes, trails, links, activation points, landmarks and urban design infrastructure/features;
- f) General Strategies for the:
  - i) Whole precinct
  - ii) Subdivision stage (current application)
- g) PA opportunity hierarchy identifying opportunities for stand alone sculpture, context related (site specific) public art, integrated public art, and cultural initiatives.
- h) Proposed opportunity methodology: EOI, competition, direct engagement. (providing fair opportunity for local artists)
- i) Response to environmental sustainability principles

**REFERRAL AUTHORITY CONDITIONS**

68. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.

Date issued: 10 April 2013

Planning and Environment Regulations 1988

Signature of the Responsible Authority:

Form 4

AK818451W

03/09/2014 \$113 173



CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINU

69. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
70. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

**Barwon Water**

**General**

71. The creation of easements and/or reserves in accordance with Barwon Water's Land Development Manual over existing and proposed sewers and water mains located or to be located in the subdivision in favour of the Barwon Region Water Corporation. All easements in favour of Barwon Region Water Corporation must be for "Pipelines or Ancillary Purposes". It should be noted if further easements are required, following design of reticulation mains, the plan must be amended to add these easements without cost to Barwon Water prior to the issue of a statement of compliance for the subdivision.
72. The plan of subdivision must be referred to Barwon Water in accordance with the Subdivision Act 1988 and any subsequent amendments to the plan provided to Barwon Water.
73. The owner must facilitate the design and construction of shared dual water supply pipelines and shared sewerage infrastructure within the development if required by Barwon Water
74. For the purposes of this Permit, "dual water" means the provision of separate drinking water and non drinking water pipelines and dry tapplings to each lot and "shared" assets defined by the Essential Services Commission to be funded by Barwon Water
75. Barwon Water is undertaking the design and construction of "shared" assets that will service the Armstrong Creek Western Precinct. The developer is to liaise with Barwon Water to ensure the timing of development is consistent with Infrastructure construction
76. For the economical and efficient servicing of this development, Barwon Water may require the owner or permit holder to acquire an easement through other land in the vicinity of this development not owned by the applicant to connect this development to Barwon Water sewerage system. This clause empowers the permit holder to acquire these easements compulsorily on behalf of Barwon Region Water Corporation in accordance with section 36 of the Subdivision Act 1988. These easements must be for Pipelines of Ancillary Purposes and must be made in favour of and without cost to Barwon Region Water Corporation; that is, the owner or permit holder must pay all cost associated with creating these easements including payment of any compensation to other land owners for the easements

Date Issued: 10 April 2013

Planning and Environment Regulations 1988

Signature of the  
Responsible Authority

Form 4

**AK818451W**



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUE**

**Dual Water Supply**

- 77. The payment of New Customer Contributions for each additional lot created and/or each additional metered connection for water supply within the subdivision.
- 78. The provision and installation of individual dual water services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations. Note that tapplings and services are not to be located under existing or proposed driveways. The non drinking (recycled) water service for all buildings is to be for toilet flushing and garden watering purposes.
- 79. A DN225mm drinking water feeder main is required to be constructed from the boundary road feeder main to supply this development with a drinking water supply. A temporary drinking water Pressure Reducing Valve (PRV) is required at the connection from the feeder main into the development, without cost to Barwon Water. The location of the pressure reducing valve is to be discussed with Barwon Water
- 80. Barwon Water is installing a DN600mm non drinking (recycled) water main in Surf Coast Highway which is expected to be completed by June 2013. A temporary connection to the DN600mm recycled water main in Surf Coast Highway will be required to provide non drinking water to this development, as a permanent pipeline will not be available until at least 2015/16. The size of the temporary pipeline will be dependant on the number of lots developed in the interim, and will be either a DN150mm or DN225mm pipeline. Should the developer be able to determine the size and location of the connection required now, Barwon Water may install the tee at the time of DN600mm pipeline construction. A temporary recycled water Pressure Reducing Valve (PRV) is required prior to this connection into the development, without cost to Barwon Water. The location of the pressure reducing valve is to be discussed with Barwon Water.
- 81. Should development require a dual water supply prior to recycled water being available then a temporary cross connection between the drinking and non drinking water supply via a reduced pressure zone device is required. Removal of temporary cross connection will be required following completion of the Black Rock Recycled Water Plant and supply of Class A water. This removal will be subject to Barwon Water standards and approval. Details of this can be discussed with Barwon Water if and when required.
- 82. The owner is required to provide reticulated dual water mains to front each lot within the development all without cost to Barwon Water
- 83. The owner / developer must advise all prospective purchasers of lots created by this permit that:
  - a) Section 2.6 of Schedule 3 the Urban Growth Zone applying to this land requires all newly created lots and buildings to be connected to Barwon Water's reticulated recycled water system for toilet flushing and garden watering.
  - b) Owners should note Section 6.2 of the Building Commission Practice Note (BVA-2008-55) confirms that connection to recycled water reticulation system for toilet flushing is treated as an alternative to provision of a rainwater tank for toilet flushing and will provide compliance with Victoria's 5 Star rating requirement of the Building Code of Australia

Date Issued: 10 April 2013

Signature of the Responsible Authority: \_\_\_\_\_

AK818451W



CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUE

- c) As such owners cannot opt to provide rain water tanks for toilet flushing in this area as an alternative to connecting to Barwon Water's recycled water network.

**Sewer**

84. Sewerage services will be available for the development upon completion of the Western Branch Sewer (WBS) which is expected to be constructed late 2013. The WBS is an extension of the Eastern Branch Sewer (EBS) which extends from Barwon Water's main outfall sewer to Surf Coast Highway. The DN600mm WBS is to be constructed by a contractor appointed by Barwon Water or as part of the development sewerage works.
85. The owner must provide reticulated sewer mains from the WBS to provide a house connection point within each lot within the development without cost to Barwon Region Water corporation.
86. The payment of New Customer Contributions for sewer for each additional lot created and /or each additional metered connection with the subdivision
87. The provision of sewerage services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations. Individual allotment house connection drains are to be provided for and extend into each allotment.

Note 1: The developer is to apply to Barwon Water for details relating to costs and conditions required for the provision of water supply and sewerage services to the subdivision. It would be appreciated if all communications between the developer/agent and Barwon Water quote Barwon Water reference number L008483.

**Powercor**

88. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
89. The applicant must provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor. (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant must provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
90. The applicant must, where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they must be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You must arrange compliance through a Registered Electrical Contractor.
91. Any buildings must comply with the clearances required by the Electricity Safety (Network Assets) Regulations.
92. Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.

Date issued: 10 April 2013

Signature of the Responsible Authority

**AK818451W**

03/10/2014 \$113 173



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUED**

93. The applicant must set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision. Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways must be provided. Such a lease must be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.
94. The applicant must provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements must show on the plan an easement(s) in favour of Powercor Australia Ltd for 'Powerline Purposes' pursuant to Section 88 of the Electricity Industry Act 2000.
95. The applicant must obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
96. The applicant must adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
97. The applicant must obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
98. The applicant must provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.
- Telstra**
99. The owner of the land must enter into agreements with:
- a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
  - b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network (NBN) will not be provided by optical fibre.
100. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

Date issued: 10 April 2013

Signature of the Responsible Authority:



**AK818451W**

03/01/2014 \$113 173

**CONDITIONS OF PLANNING PERMIT NUMBER 498/2012 CONTINU**



- a) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- b) a suitably qualified person that fibre ready telecommunications facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

**VicRoads**

101. Prior to certification of Stage 1 of the Plan of Subdivision, functional layouts of the interim and signalised Surf Coast Highway / subdivisional road intersection must be approved in writing by VicRoads. The design of the intersection must consider the ultimate intersection layout and future widening of Surf Coast Highway to six lanes. Design must be prepared by a designer acceptable to VicRoads and must be to VicRoads satisfaction.

(Note: This intersection will ultimately be signalised, but will initially operate un-signalised. This interim un-signalised treatment must be designed such that it can be changed to signalised operation with minimal rework.)

102. Subsequent to approval of functional layouts, detailed construction drawings, street lighting designs and traffic signal plans for the interim and signalised Surf Coast Highway / subdivisional road intersection works must be approved in writing by VicRoads. The drawings must be prepared by designers acceptable to VicRoads and must be to VicRoads satisfaction

(Note: Bus stops must be provided on Surf Coast Highway as required by Public Transport Victoria and an asphalt overlay must be placed on the intersection approached and turning areas.)

103. Road safety audits must be carried out for both the interim and signalised Surf Coast Highway intersection works at the detailed design and pre-opening stages by a suitably qualified auditor in accordance with Austroads "Guide to Road Safety, Part 6: Road Safety Audit (2009)". The findings of the audit must be resolved in writing by the applicant to the satisfaction of VicRoads.

104. Prior to the issue of a Statement of Compliance for Stage 2 of the subdivision, all works in accordance with the approved interim Surf Coast Highway / subdivisional road intersection detailed construction drawings and street lighting designs must be completed to the satisfaction of and at no cost to VicRoads.

105. Prior to the issue of a Statement of Compliance for more than 250 lots of the subdivision, traffic signals and street lighting must be installed at the Surf Coast Highway / subdivisional road intersection in accordance with the approved detailed construction drawings, street lighting design and traffic signal layout. All works must be completed to the satisfaction of and at no cost to VicRoads

106. No drainage or sillage must be discharged onto the Surf Coast Highway reserve without the written permission of VicRoads

Date Issued: 10 April 2013

Planning and Environment Regulations 1988

Signature of the Responsible Authority:

Form 4

**AK818451W**



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUE**

107. The applicant must take measures to ensure that vehicles leaving the site during construction of the subdivision do not deposit mud or other material onto Surf Coast Highway. If mud or debris is deposited, the applicant must clean or sweep the roadway and shoulders on Surf Coast Highway when required by Vicroads.
108. The applicant must contact VicRoads Manager Program Delivery ( telephone number 5225 2525 ) at least 14 days prior to the commencement of works within the Surf Coast Highway reserve to discuss construction arrangements.
109. The applicant must not commence any works in, on, under or over the Surf Coast Highway reserve without having first applied for and received written consent from VicRoads for those works in accordance with section 63 of the Road Management Act 2004.  
  
(Note: When issuing its consent, amongst other things VicRoads will include requirements that certification auditing of the works is to be undertaken and that a security deposit be lodged for the works. Costs incurred by VicRoads for the review of detailed design and specifications and for the traffic signal installation and on-going maintenance must be paid in advance by the applicant )
110. Prior to commencing work within the Surf Coast Highway, the applicant or applicant's contractor must:
  - a) Ensure that detailed design plans for all works are forwarded to VicRoads' South Western Region Office for approval.
  - b) Obtain VicRoads approval to the proposed pavement design.
  - c) Prepare a specification for the works in accordance with relevant sections of the VicRoads Standard Specification for Roadworks.
  - d) Ensure that any consultants and or contractors engaged in the design or construction process are pre-qualified by VicRoads at the appropriate level.
  - e) Provide evidence that the applicant/applicant's contractor has public liability - insurance acceptable to VicRoads for the duration of the proposed works.
  - f) Demonstrate that all works will be administered in accordance with quality assurance principles, including but not limited to Safety, Environmental and Quality.
  - g) Ensure that work site practices are in accordance with the Road Management Act 2004, Worksite Safety - Traffic Management, Code of Practice.

**CFA**

**Hydrants**

111. Operable hydrants, above or below ground must be provided to the satisfaction of CFA.
112. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of the building envelope, the rear of all lots) must be 120m and hydrants must be no more than 200m apart.
113. Hydrants must be identified as specified in 'Identification of Street Hydrants for Fire fighting purposes' available under publications on the Country Fire Authority web site ([www.cfa.vic.gov.au](http://www.cfa.vic.gov.au))

Date Issued: 10 April 2013

Signature of the  
Responsible Authority:

**AK818451W**

03/01/2014 \$113 173

**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINU**



**Roads**

- 114. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
- 115. The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.
- 116. Roads must have a minimum trafficable width of:
  - a) 5.5m if parking is prohibited on one or both sides of the road,
  - b) 7.3m where parking is allowable on both sides of the road.
- 117. Roads more than 60m in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.

**Public Transport Victoria**

- 118. Unless otherwise agreed in writing with Public Transport Victoria, prior to the issue of a Statement of Compliance for Stage 2 of the subdivision, bus stops in the form of a bay and concrete hard stand pads for customers must be constructed:
  - a) on either side of Surf Coast Highway, at the intersection with Burvilles Road, in locations agreed to by Public Transport Victoria and VicRoads;
  - b) contain a pole, flag and timetable box to Metlink's requirements;
  - c) sealed bus turn in area (i.e. bay);
  - d) in accordance with the VicRoads Bus Stop Guidelines February 2006, and the DOT Public Transport Guidelines for Land Use and Development.
  - e) deemed compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002;
  - f) be provided with direct and safe pedestrian access to a shared/pedestrian path; and
  - g) at the full cost to the permit holder;

to the satisfaction of Public Transport Victoria.

**Corangamite Catchment Management Authority**

- 119. All new lots must be created entirely outside the 1% Annual Exceedance Probability (AEP3) flood event.
- 120. The finished floor level of any building constructed on the property must allow for a minimum freeboard of 300mm above the applicable 1% AEP, as per the requirements of the Building Regulations Act 2006, No. 68, 802(7)(b).

Date Issued: 10 April 2013

Signature of the Responsible Authority:

**AK818451W**

**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012 CONTINUED**



**Expiry**

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

- a) The first stage of the plan of subdivision has not been certified within two years of the date of this permit.
- b) All stages of the plan of subdivision have not been certified within ten years of the date of this permit.
- c) A statement of compliance is not issued within five years of the date of certification of a particular stage of subdivision.

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

Date Issued: 10 April 2013

Planning and Environment Regulations 1986

Signature of the  
Responsible Authority:

Form 4

# PLANNING PERMIT

Permit No. 496/2012/A  
Planning Scheme Greater Geelong Planning Scheme  
Responsible Authority Greater Geelong City Council

ADDRESS OF THE LAND 50 & 50A WHITES ROAD, 193-237, 230, 250 & 310 BOUNDARY ROAD AND 60 AIRPORT ROAD, MOUNT DUNEED

THE PERMIT ALLOWS STAGED MULTI-LOT SUBDIVISION, CREATION OF A NEW ACCESS TO A ROAD ZONE CATEGORY 1 AND CONSTRUCTION OF A DWELLING ON A LOT LESS THAN 300 SQUARE METRES GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

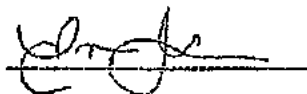
1. Prior to the certification of the Plan of Subdivision, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance Version H of the plan of subdivision submitted with the application, but modified to show:
  - a) The proposed reserves adjacent the 4C ring road removed and replaced with a service road that doesn't provide vehicle access to the north south arterial road but may provide pedestrian access.

**Endorsed Plans**

2. The layout and site dimensions of the subdivision as shown on the endorsed plan(s) must not be altered or modified without the written consent of the Responsible Authority. There are no requirements to alter or modify the endorsed plan if a plan is certified under the provisions of the Subdivision Act 1988 that is generally in accordance with the endorsed plan(s).
3. The staging of the subdivision must be generally in accordance with the staging plan endorsed as part of this planning permit except with the prior written consent of the Responsible Authority.
4. The development of dwellings on lots less than 300 square metres as shown on the endorsed plan(s) must not be altered without the written consent of the Responsible Authority. All buildings and works as shown on the endorsed plans associated with the construction of dwellings on lots less than 300 square metres must be completed prior to the occupation of the dwellings unless otherwise approved in writing by the Responsible Authority.

Date issued: 10 April 2013

Signature of the Responsible Authority:



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

**Section 173 Agreement**

5. Prior to the issuing of a Statement of Compliance for Stage 1 of the subdivision, the applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority. The agreement must be in a form to the satisfaction of the Responsible Authority, and the applicant must be responsible for the expense of the preparation and registration of the agreement, including the Responsible Authority's reasonable costs and expense (including legal expenses) incidental to the preparation, registration and enforcement of the agreement. The agreement must contain covenants to be registered on the Title of the property so as to run with the land, and must provide for the following:
- a) Any lots created as part of Stage 1 of the approved subdivision must only be used for the purpose of display homes or associated car parking until such time as the interim intersection at Surf Coast Highway/Burvilles Road has been constructed to the satisfaction of the Responsible Authority and VicRoads.
  - b) No temporary land sales office may be placed on the land identified as lot S2 on Plan of Subdivision (insert details here) except with the prior written consent of the Responsible Authority.


The agreement will be registered on Title affected by the subdivision in accordance with Section 181 of the Planning and Environment Act 1987.

6. Prior to the issuing of a Statement of Compliance for Stage 3 of the subdivision, the applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority. The agreement must be in a form to the satisfaction of the Responsible Authority, and the applicant must be responsible for the expense of the preparation and registration of the agreement, including the Responsible Authority's reasonable costs and expense (including legal expenses) incidental to the preparation, registration and enforcement of the agreement. The agreement must contain covenants to be registered on the Title of the property so as to run with the land, and must provide for the following:
- a) Implementation of the Public Infrastructure and Land Plan approved under this permit;
  - b) Equalisation of open space having regard to the areas set aside in the plan of subdivision, Table 1 – Land Use Budget in the incorporated Armstrong Creek West Precinct Structure Plan and the amount specific in the schedule to Clause 52.01;
  - c) Timing of any payments to be made to Council or to the owner with respect to development contributions, infrastructure projects and open space, having regard for the owner's overall DCP liability and credit for works in lieu and for the requirements of Clause 52.01 and the Armstrong Creek West Development Contributions Plan and Precinct Structure Plan.

The agreement will be registered on Title affected by the subdivision in accordance with Section 181 of the Planning and Environment Act 1987.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority:



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED****Building Envelopes**

7. Prior to the issue of Statement of Compliance of the plan of subdivision for the relevant stage, building envelopes must be submitted to the Responsible Authority and endorsed. The building envelopes may be modified with the consent of the responsible authority.

**Public Infrastructure and Land Plan**

8. Prior to the issue of Statement of Compliance of the third stage of subdivision, a Public Infrastructure and Land Plan must be submitted to and approved by the Responsible Authority. Once approved, the Public Infrastructure and Land Plan must be implemented to the satisfaction of the Responsible Authority. The plan must show the location, type, staging and timing of delivery of all infrastructure on the land as identified in the Armstrong Creek West Precinct Structure Plan and Development Contributions Plan, or reasonably required as a result of the subdivision of the land (and infrastructure necessary for the development of the land whether or not it is on the land) including:
- a) The extent of stormwater drainage works, sewer and road works proposed or required under this permit;
  - b) The land which is required to be set aside for any infrastructure identified in the DCP or the PSP including land required for public open space and community facilities and any proposed reconciliation payment in respect of the land having regard to its value as set out in the DCP;
  - c) Subject to the consent of the City of Greater Geelong, any infrastructure works, and the value of these works, set out in the DCP which can be provided 'in lieu' of development contributions in accordance with the DCP;
  - d) Any other relevant matter related to provision of infrastructure reasonably required by the responsible authority.

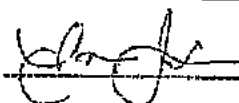
The plan may be amended with the consent of the Responsible Authority.

**URBAN GROWTH ZONE SCHEDULE CONDITIONS****Small Lot Housing Code**

9. Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the Responsible Authority, which identifies the lots that will include a restriction which reads "The construction or extension of a dwelling on lots identified on this plan must be assessed for compliance against the Small Lot Housing Code (forming part of the Armstrong Creek West Precinct Structure Plan)". This restriction must also be shown on the plan of subdivision submitted for certification to the satisfaction of the Responsible Authority.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority: \_\_\_\_\_



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED****Public open space and community facilities**

10. Land identified as public open space or community facilities in the incorporated *Armstrong Creek West Precinct Structure Plan* and specified on Plan 3 - Urban Structure Plan and in Table 1 - Land Use Budget in the incorporated *Armstrong Creek West Development Contributions Plan* must be transferred to or vested in Council at no cost to Council unless funded by the Development Contributions Plan.
11. Public open space must be provided generally in accordance with Plan 6 - Community Facilities and Plan 7A and 7B Public Open Space in the incorporated *Armstrong Creek West Precinct Structure Plan*, prior to the issue of a Statement of Compliance for the relevant stage (or as otherwise agreed with the responsible authority). These contributions are subject to an equalisation for unencumbered open space.
12. Any public open space provided at the applicant's request and approved by the Responsible Authority, in addition to that reflected in Plan 3 - Urban Structure Plan and Appendix 1 - Detailed Land Use Budget by Property in the incorporated *Armstrong Creek West Precinct Structure Plan*, must be transferred to or vested in Council at no cost to Council and is not subject to compensation or equalisation.

**Road widening**

13. Apart from land affected by a Public Acquisition Overlay, land required for road widening including right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road must be referred to or vested in Council or VicRoads at no cost to the acquiring agency unless funded by the *Armstrong Creek West Development Contributions Plan*.

**Drainage**

14. Individual stages of development must demonstrate compliance with the staged delivery of ultimate drainage infrastructure as set out in the Public Infrastructure and Land Plan, in accordance with Plan 18 of the incorporated *Armstrong Creek West Precinct Structure Plan*.

**ENGINEERING CONDITIONS****Easements - Drainage**

15. Prior to certification of each relevant stage of the subdivision drainage easements in favour of the City of Greater Geelong must be created on the Plan of Subdivision to the satisfaction of the Responsible Authority.

**Functional Layout Plans**

16. Prior to certification of each relevant stage of the subdivision, a detailed functional layout plan of that stage of subdivision is to be submitted to and approved by the responsible authority. The plan is to include locations of future bus stops, all Local Area Traffic Management Items along with maintenance vehicle access points, maintenance vehicle access tracks, tree protection measures, footpaths and utility installations on or adjacent to public reserves.

Date issued: 10 April 2013

Planning and Environment Amendment Regulations 2013

Signature of the  
Responsible Authority:


Form 4



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**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**


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**Construction – Drainage and Roads**

30. Prior to Statement of Compliance being issued for any relevant stage of subdivision road works and drainage must be constructed in accordance with the approved plans and specifications to the satisfaction of the Responsible Authority, unless otherwise permitted by the responsible authority, and must include:
- a) Fully sealed pavement with kerb and channel;
  - b) Concrete footpaths; and
  - c) Underground stormwater drainage.

**Street Names – Place Signs**

31. Prior to Statement of Compliance being issued for any relevant stage of the subdivision, the subdivider must provide and place relevant street signs to the satisfaction of the Responsible Authority.

**Street Lighting**

32. Unless otherwise approved in writing by the Responsible Authority, prior to Statement of Compliance being issued for each relevant stage of the subdivision, street lighting must be provided within and abutting the subdivision to the satisfaction of the Responsible Authority and at the full cost of the subdivider.

**Supervision of Works**

33. Prior to Statement of Compliance being issued for each relevant stage of the subdivision a fee of 3.25% of the cost of the works must be paid to council for the checking and supervision of these works.
34. The design and construction of the road works and stormwater drainage and any other new council infrastructure must be approved and supervised by council.
35. Prior to the relevant stage being placed on maintenance, a maintenance bond of 5% of the cost of the works must be paid to council and will be returned after successful completion of a twelve month maintenance period.

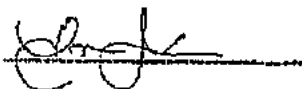
**Council Reserves – Footpath / Loam / Landscape**

36. Prior to Statement of Compliance for the relevant stage of the subdivision, or unless otherwise bonded, the subdivider must construct a reinforced concrete footpath, loam and sow down, landscape, etc., within and abutting the Council Road Reserves to the satisfaction of the Responsible Authority.

**Council Reserves – Vehicle Access Barriers**

37. Prior to the issue of Statement of Compliance for any relevant stage or otherwise bonded, suitable vehicle access barriers must be provided across the entrance of any Council Reserves, these must be de-mountable to allow access to Council maintenance vehicles. The location of these barriers must be determined by the Responsible Authority.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority:


**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED****Topsoil Removal**

38. No topsoil must be removed from the land without the consent of the Responsible Authority and any topsoil disturbed as a result of works permitted by this permit must be stockpiled on the site for later redressing of the land.

**Disturbed Surfaces**

39. Prior to the issuing of a Statement of Compliance for each stage of the subdivision, all disturbed surfaces on the land authorised by this permit except those areas set aside for roadways and footpaths shall be dressed with topsoil, hydroseeded (at a minimum) and stabilised to the satisfaction of the Responsible Authority to prevent any erosion or siltation either on or adjacent to the land.

**Fencing of Council Reserves**

40. Prior to the issue of a Statement of Compliance for any relevant stage of the subdivision, the subdivider must erect a fence on any property boundary directly abutting a reserve (except a road reserve) in accordance with the approved landscape master plan to the satisfaction of the responsible authority and at no cost to Council.

**TRAFFIC ENGINEERING CONDITIONS****Road Safety Audit**

41. Prior to works commencing for each relevant stage of the subdivision as deemed required by the Responsible Authority, Independent Road Safety Audits for the roads designated as Armstrong Boulevard (between Surf Coast Highway and Remarkable Drive) and Remarkable Drive (between Armstrong Boulevard and Golden Wattle Drive), and all intersections with those roads, must be carried out for the intersection treatments at the detailed design stage by a suitably qualified auditor in accordance with Austroads "Road Safety Audit" (2002). The findings of the Independent Road Safety Audit must then be formally responded to and approved by the Responsible Authority and if deemed necessary by the Responsible Authority implemented by the subdivider to the satisfaction of the Responsible Authority.

**Local Area Traffic Management Plan**

42. Prior to the commencement of works for Stage 1, a Local Area Traffic Management (LATM) plan must be developed in consultation with Council's Traffic Engineering unit.

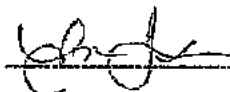
**Intersections with Surf Coast Highway**

43. All intersections with the Surf Coast Highway must be designed, constructed and controlled in accordance with the Public Infrastructure and Land Plan to the satisfaction of the Responsible Authority and VicRoads.

**ENVIRONMENT CONDITIONS****Vegetation Management Plan**

44. Prior to the commencement of any works for any relevant stage of the subdivision that may impact Native Vegetation (including any dead vegetation), a Vegetation Management Plan must be submitted to and approved by the Responsible Authority.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority: 

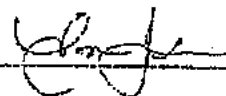
**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

The plan must be prepared in consultation with and approved by the Department of Sustainability and Environment and must include the following detail:

- a) The need for measures to be used that will limit and manage earthworks in proximity to the trees identified for protection including those trees identified for practical retention;
- b) of vegetation to be protected or identified including native vegetation along Boundary Road to be retained as designated in the NVPP;
- c) The protection of all scattered trees in accordance with the approved landscape plan;
- d) A tree protection plan which address the retention of the various habitat zones designated to be retained in the approved NVPP
- e) Conditions and requirements for permits in the Armstrong Creek West Native Vegetation Precinct Plan;
- f) The detailed design of the subdivision, including bulk earthworks, road layout and drainage/servicing plans, shall have regard to the retention of those trees nominated in Figures 3.2, 3.3, and 3.4 as Practical Retention within the approved Armstrong Creek West NVPP. This includes Tree numbers T1, T2, T3 and the LOT within HZ26-a.
- g) Tree numbers T1, 2, 3 4, 5, 6, 11, 31, 32, 33, 34 and the lot within HZ26-a identified within the Armstrong Creek West Native Vegetation Precinct Plan must be protected with Tree Protection Fencing in accordance with Australian Standard AS4970-2009 Protection of trees on development sites for the duration of construction or until they are removed in accordance with the NVPP. Removed trees must be protected and/or relocated in accordance with the approved Stag Relocation Plan;
- h) The Tree Protection Fencing must have signs attached around the fencing which clearly states- TREE PROTECTION ZONE- No Access Permitted. An inspection is required once the Tree Protection Fencing has been erected. Please contact the City's Environment and natural Resources Unit on 5272 4785 to arrange an inspection time
- i) No vehicular or pedestrian access, trenching or soil excavation may occur within the Tree Protection Zone without the written consent of the Responsible Authority. No storage or dumping of tools, equipment or waste may occur within the Tree Protection Zone;
- j) All work within the drip line of any tree to be retained above or below ground must be supervised by a suitably qualified arborist (level 5) or horticulturist to ensure that the works are done in a manner which protects and minimises damage to those trees to the satisfaction of the Responsible Authority; additionally, all pruning undertaken must be in accordance to AS4373 - 2007 Pruning of Amenity Trees.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority:



Planning and Environment Amendment Regulations 2013

Form 4

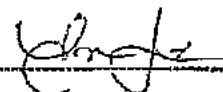
## CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED

- k) The placement of fill must be designed to ensure that it does not compromise native vegetation to be protected;
  - l) Soil must not be stockpiled on native vegetation;
  - m) Any future roadworks, services and earthworks need to be located outside the TPZ of these trees, unless otherwise agreed to by a consultant Level 5 arborist.
  - n) The retention of the Practical Retention trees shall be informed by an assessment of a level 5 arborist. This report must also provide advice about the required Tree Protection Zone (TPZ) of each tree being Tree No's T1, 2, 3, 4, 5, 6 and the lot in HZ 26-a.
45. Prior to and during works associated with the subdivision, the recommendations, guidelines and actions contained in the approved Vegetation Management Plan must be implemented where relevant to the satisfaction of the Responsible Authority.

**Native Vegetation**

46. Consent given to the removal of native vegetation as documented in the approved *Armstrong Creek West Native Vegetation Precinct Plan (NVPP)* applies. Due to the proposed staging of the wetlands in the southern section of works for the permit area, Habitat Zones 27, 28 and Scattered Tree T11 must not be removed until such time that the lower south eastern wetland is required to be constructed.
47. Prior to the commencement of any works for any relevant stage that may impact on native vegetation (including dead vegetation); a Native Vegetation Offset Management Plan must be submitted to and approved by the Responsible Authority. The plan must be prepared in consultation with and approved by the Department of Sustainability and Environment and must:
- a) Accord with the Incorporated Armstrong Creek West Native Vegetation Precinct Plan (NVPP) and the Armstrong Creek West Offset Management Strategy to the satisfaction of the Department of Sustainability and Environment and the Responsible Authority;
  - b) Include offsets provided to the satisfaction of the Responsible Authority and must be protected through measures such as conservation covenants or Section 173 agreements to the satisfaction of the Responsible Authority;
  - c) Ensure offsets are located within the area to which the Native Vegetation Precinct Plan applies as a priority, with other offsets located in accordance with the Armstrong Creek West Offset Management Strategy and be consistent with the principles set out in Victoria's Native Vegetation Framework – A Framework for Action (NRE 2002);
  - d) Detail if native vegetation identified as being capable to be removed is instead to be retained, offset requirements will be reduced accordingly;
  - e) Ensure indigenous plants of local provenance are used in revegetation works where possible.

Date issued: 10 April 2013

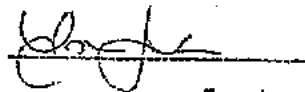
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**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

48. Within twelve months of removal of native vegetation, or as agreed with the Responsible Authority, the works, payments and other actions necessary to offset the removal, destruction or lopping of native vegetation as set out in the approved offset management plan for the above conditions and under the Native Vegetation Precinct Plan must be implemented or secured to the satisfaction of the Responsible Authority.
49. As part of the development of the Offset Strategy for the Armstrong Creek West Precinct a Native Vegetation Offset Tracking Tool must be developed, similar to the Tracking Tool developed for the Armstrong Creek East Precinct, to accurately document and track all the Habitat Zones and scattered trees removed, the offsets provided & their location along with the status of any Practical Retention trees and stags. The Offset Tracking Tool must be constantly updated by the developer's ecology consultant during the time subdivisional works are being undertaken when native vegetation is removed and/or retained.
50. Any Eucalypt trees that are classified as Very Large or Large Old Trees and stags to be removed must be used as habitat within the retained Habitat Zones elsewhere in the Precinct or the constructed wetlands and/or Armstrong Creek reserve to the satisfaction of the Responsible Authority. These trees must be salvaged so that they can achieve maximum habitat value.
51. Prior to the commencement of works for any relevant stage containing trees to be removed, a Stag Relocation Plan for each stage of subdivision must be submitted and approved by the Responsible Authority. The plan must include the following:
- Identification of each tree proposed for relocation (T31, T32, T33, T34);
  - Species identification and size of each individual tree;
  - Identification of the relocation sites for each of the four trees and
  - The proposed site preparation and protection measure to ensure each tree's structural integrity and protection after relocation is maximised.
52. Prior to works commencing for the permit area, any Native Vegetation to be removed (in accordance with the approved Native Vegetation Precinct Plan) must be clearly marked and numbered on site. An inspection is required to satisfy this condition. Please contact the City's Environment and Natural Resources Unit on 52724785 to arrange an inspection time.
53. Prior to any tree identified in the Fauna Management Plan as having habitat potential being removed or lopped, the tree must be examined by a suitably qualified zoologist for the presence of fauna in hollows or external nests. If native fauna species are located, they must be salvaged and relocated to the closest suitable vegetation in consultation with the Department of Sustainability and Environment.
54. All pruning of native trees to be retained must be undertaken using a suitably qualified arborist and be carried out in accordance with AS4373 - 2007; 'Pruning of Amenity Trees to the satisfaction of the Responsible Authority'.

Date issued: 10 April 2013

Signature of the  
Responsible Authority:



Planning and Environment Amendment Regulations 2013

Form 4

**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

55. No grazing may occur on native vegetation to be protected (unless it is permitted by a Management Plan approved by the Responsible Authority) to the satisfaction of the Responsible Authority.
56. Water run-off must be designed to ensure that native vegetation to be protected is not compromised, to the satisfaction of the Responsible Authority.
57. The conditions and requirements for permits as outlined in Section 7 of the approved Armstrong Creek West Precinct Native Vegetation Precinct Plan must be fully complied with at all times throughout the development.

**Stormwater/WSUD**

58. All fully constructed wetlands must be maintained by the developer for two (2) years after the completion of the relevant wetlands to the satisfaction of the Responsible Authority.

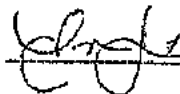
**Environmental Audit**

59. Prior to the commencement of any works (excluding works associated with removal of potentially contaminated material, such as fuel tanks and fill, which may be undertaken prior to or concurrent with the assessment) in areas identified in the Phase 1 Report on Contamination and Geotechnical Opportunities and Constraints undertaken by Golder Associates (9 November 2010) for the *Armstrong Creek West Precinct*, an Environmental Assessment must be submitted which must include an assessment of the land by a suitably qualified environmental professional detailing the level and location of any contamination. This assessment is to be peer reviewed by a suitably qualified environmental professional approved by Council. If the responsible authority is satisfied that significant levels of contamination have been found:
- A certificate of environmental audit must be issued for the land in accordance with Part IXD of the Environmental Protection Act 1970, or
  - An environmental auditor appointed under the *Environmental Protection Act 1970* must make a statement in accordance with Part IXD of the *Environmental Protection Act 1970* that the environmental condition of the land are suitable for the sensitive use.

**RECREATION & OPEN SPACE CONDITIONS****Landscape Master Plan**

60. Prior to the commencement of works within the relevant permitted area, a landscape master plan (incorporating a street tree master plan) for the permit area, prepared by a person suitably qualified or experienced in landscape design, must be approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must address and be consistent with the Precinct Structure Plan and Native Vegetation Precinct Plan applying to the land and include reference to T1, T2, T3, T4, T5 & T6. The plan must be drawn to scale with dimensions and three hard copies plus an electronic copy must be provided. The landscape master plan must be generally in accordance with the MDG Landscape Architects Landscape Master Plan dated 22 March 2013 but modified to show and include:
- A species list of all proposed terrestrial vegetation;

Date Issued: 10 April 2013

Signature of the  
Responsible Authority:


**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

- g) A detailed planting schedule of all proposed terrestrial trees, shrubs, and groundcovers including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant;
- h) A detailed planting schedule of all proposed aquatic planting including botanical names, common names, supply sizes, sizes at maturity, zonation detail, planting densities and quantities of each plant with a note that plants must be sourced from local provenance material;
- i) The proposed layout, materials and finishes of paths, areas of pavement, structures, play spaces, fences, maintenance access gates and street furniture;
- j) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls;
- k) Additional supporting information, such as certified structural designs or building forms;
- l) Playground design compliance with AS4685:2004 Playground Equipment Safety and AS/NZS4422:1996 Playground Surfacing;
- m) The removal of existing disused structures, foundations, pipelines, farm dams or stockpiles;
- n) All proposed street tree planting using semi-advanced trees with a minimum container size of 45 litres;
- o) The maintenance schedule for all proposed landscaping, including hard and soft landscaping elements; and
- p) The implementation of any landscape principles and guidelines contained in the Precinct Structure Plan.
- q) Bicycle parking to support primary cycling routes throughout the subdivision.
- r) The style and location of permeable fencing for all lots abutting reserves (except road reserves);
- s) For the portion of the active open space reserve within the permit area, detail of any areas of cut or fill, sub-grade profile, contours, drainage, topsoil specifications, irrigation systems, hard playing surface specifications and services connections and/or conduits;
- t) Car parking layout, details and specifications; and
- u) For the portion of the active open space reserve within the permit area, detail of the interim boundary treatments, including any batters and fencing, to any undeveloped adjacent properties.
- v) reference to the retention of T2 & T3 subject to the recommendations in the arborist report

Date issued: 10 April 2013

Signature of the  
Responsible Authority:


**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

- w) A street tree strategy for each relevant stage. (Reference needs to be made to T1 and the specific species to be planted adjacent to this tree along with appropriate species where the development adjoins the existing native vegetation along Boundary Road).
63. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless otherwise agreed by the responsible authority.

**Completion of Landscape Works**


64. The landscaping works shown on the approved landscape plan for any stage must be carried out and completed to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance for that stage, as per conditions 7 and 9 of this permit in the case of the active open space reserve, or any other time when agreed in writing by the Responsible Authority and suitably bonded.
65. Prior to the issue of practical completion of landscaping works, or any other time as agreed in writing by the Responsible Authority, the following must be provided to the Responsible Authority:
- Building permits and structural engineering compliance where necessary;
  - Landscaping maintenance plan including playground inspection regime and asset listing;
  - As-built landscaping plans in PDF and GIS-ready AutoCAD (DXF) format; and
  - An independent playground auditor's report with evidence of rectification of any identified defects. The report must relate to all playground equipment, fitness equipment, natural play elements, soft fall areas and edging to ensure that all aspects of the playground construction meet Playground Standards AS/NZS4422 1996 and AS4685 parts 1-6 2004 and is in good working order and safe condition.
66. Unless otherwise agreed in writing by the Responsible Authority, a maintenance bond must be submitted to the Responsible Authority at the time of application for practical completion of landscaping works.

Note 1: The incomplete landscape works bond or bank guarantee must be 125 per cent of the estimated cost of incomplete landscape works; the maintenance bond or bank guarantee must be 100 per cent of the estimated cost of maintenance of landscape works for a two (2) year period.

Note 2: A practical completion inspection is required to satisfy this condition and must be organised by the permit holder with two weeks' notice given for onsite inspections. The incomplete landscape works bond will be returned on award of practical completion.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority: \_\_\_\_\_





**CONDITIONS OF PLANNING PERMIT NUMBER 498/2012/A CONTINUED**

**Maintenance of Landscaping**

67. The landscaping shown on any endorsed landscape plan for a particular stage must be maintained to the satisfaction of the responsible authority for a period of two (2) years from the practical completion of the landscaping unless otherwise agreed in writing by the responsible authority. During this period, any dead, diseased or damaged plants, landscaped areas and hard landscape elements are to be repaired or replaced.

Note 1: The planting out of interim wetlands (or similar) will be allowed however the maintenance period for those areas will not commence until such time as the ultimate wetland (or similar) is constructed and planted out.

Note 2: Playgrounds and fitness equipment must be inspected weekly and maintained to ensure public safety for the duration of the landscape maintenance period. Unless otherwise agreed in writing, Council will not be responsible for the equipment, the site or public liability until a handover inspection has taken place and written acceptance of handover has been issued.

Note 3: The Developer and their contractors who will develop and maintain playgrounds and associated landscaping are required to obtain and maintain appropriate public liability insurance (with Council's interest noted on the certificate of insurance) over the playground and landscaping for the duration of the maintenance period. Note 4: A handover inspection is required to satisfy this condition and must be organised by the permit holder with two weeks' notice given for onsite inspections. The landscape maintenance bond will be returned on acceptance of handover.

Note 4: No handovers will be accepted during the summer period, between 30 November and 1 March.

**Public Open Space**

68. Prior to Statement of Compliance being issued for any relevant stage of the subdivision, any reserve or land set aside for public open space or any tree reserve or the like must be graded, top dressed and sown to grass to the satisfaction of the Responsible Authority unless otherwise agreed in writing by the Responsible Authority and suitably bonded.

**ARTS & CULTURE CONDITIONS**

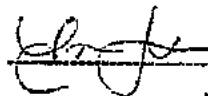
**Public Art Master Plan**

69. Prior to Statement of Compliance being issued for the second stage of the subdivision, a public art master plan for the permit area, prepared by a suitably experienced consultant and/or public art consultant/curator, must be approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must detail:

- a) Precinct context investigation/description;
- b) Community demographic (market) description;
- c) Curatorial statement/approach;

Date Issued: 10 April 2013

Signature of the Responsible Authority: \_\_\_\_\_



**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

- d) Landscape Master Plan response (collaboration);
- e) Site Plan identifying relevant features:- Nodes, trails, links, activation points, landmarks and urban design infrastructure/features;
- f) General Strategies for the:
  - i) Whole precinct
  - ii) Subdivision stage (current application)
- g) PA opportunity hierarchy identifying opportunities for stand alone sculpture, context related (site specific) public art, integrated public art, and cultural initiatives.
- h) Proposed opportunity methodology: EOI, competition, direct engagement. (providing fair opportunity for local artists)
- i) Response to environmental sustainability principles

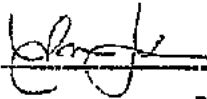
**REFERRAL AUTHORITY CONDITIONS**

- 70. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
- 71. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
- 72. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

**Barwon Water****General**

- 73. The owner shall create easements for Pipelines or Ancillary Purposes and or reserves in favour of Barwon Region Water Corporation on the plan of subdivision in accordance with Barwon Water's Land Development Manual. The easements and reserves must be created without cost to Barwon Water, over existing and proposed dual water and sewerage infrastructure within the land. In particular, a ten (10) metre wide reserve is to be created over the existing 900mm MSCL water main that runs approximately 3 metres parallel to, and inside the eastern boundary of land north of Boundary Road.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority: 


**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

74. If further easements or reserves are required following design of dual water and sewerage infrastructure these must be added to the plan of subdivision prior to seeking Barwon Water's consent to the issue of a statement of compliance for the subdivision.
75. The plan of subdivision must be referred to Barwon Water in accordance with the Subdivision Act 1988 and any subsequent amendments to the plan provided to Barwon Water.
76. The owner shall facilitate the design and construction of shared dual water supply pipelines and shared sewerage infrastructure within the development if required by Barwon Water. For the purposes of this permit:  
 "Dual water" means the provision of separate drinking water and non drinking water pipelines and dry tapplings to each lot;
- "Shared" assets means assets defined by the Essential Services Commission to be funded by Barwon Water. In accordance with the Essential Services Commission guidelines, any "shared" water, recycled water, and sewerage assets mentioned in this permit, may attract "bring forward" costs payable by the developer also, if the land is developed in a way that requires assets sooner than planned, and does not align with Barwon Water's infrastructure sequencing plans. Further details will be provided as each stage is developed.

**Dual Water Supply**

77. The payment of New Customer Contributions for each additional lot created and/ or each additional metered connections for dual water supply within the subdivision.
78. The provision and installation of individual dual water services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations. Note that tapplings and services are not to be located under existing or proposed driveways. The non drinking (recycled) water service for all buildings is to be for toilet flushing and garden watering purposes.
79. The owner is required to provide reticulated dual water mains to front each lot within the development all without cost to Barwon Water.
80. A DN450mm drinking water feeder main will be required to be extended west along Boundary Road from the DN900mm Boundary Road Feeder Main. The DN450mm drinking water feeder main is considered a "shared asset" under current ESC guidelines. A reticulation size drinking water rider main will be required for lots fronting the DN450mm drinking water feeder main as this is a non-tapping main.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority:


Planning and Environment Amendment Regulations 2013

Form 4

**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

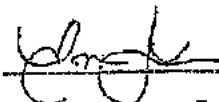
81. DN150mm and DN225mm drinking water mains are required to be constructed from the DN450mm extension of the Boundary Road Feeder Main and link to the Part 1 PPA 496/2012 works to supply this development with a secure drinking water supply. A temporary drinking water Pressure Reducing Valve (PRV) is required at the connection to the DN450mm feeder main, without cost to Barwon Water. The location of the pressure reducing valve is to be discussed with Barwon Water. The DN225mm drinking water main is considered a "shared asset" under the current ESC guidelines.
82. Recycled water mains are required to be extended from the Part 1 PPA 496/2012 works to supply this area with a recycled water supply. This will ensure this subdivision is feed through the temporary developer funded Pressure Reducing Valve (PRV) currently designed as part of Stage 1 (BW ref: L009555) PPA 496/2012 without cost to Barwon Water.
83. DN225mm and DN300mm recycled water feeder mains are required to be constructed as part of this subdivision. These assets are considered "shared" under the current ESC guidelines. A recycled water rider main will be required where lots front the DN300mm recycled water feeder main as this is a non-tapping main.
84. A temporary cross connection between the drinking and recycled water mains via a reduced pressure zone device is required to provide a secondary supply to the recycled water mains. The temporary cross connection is required off Boundary Road and the final location is to be agreed by Barwon Water.
85. Barwon Water's records indicate that an existing water service and meter is located on this property. If this tapping and meter is no longer to be utilised then it will be required to be cut and sealed and meter returned to Barwon Water. Private water service pipes are not permitted to cross allotment boundaries and must be plugged and abandoned at the boundaries of such allotments.
86. The owner / developer shall advise all prospective purchasers of lots created by this permit that:

Section 2.6 of Schedule 2 the Urban Growth Zone applying to this land requires all newly created lots and buildings to be connected to Barwon Water's reticulated recycled water system for toilet flushing and garden watering.

Owners should note Section 6.2 of the Building Commission Practice Note (BCA-2008-55) confirms that connection to recycled water reticulation system for toilet flushing is treated as an alternative to provision of a rainwater tank for toilet flushing and will provide compliance with Victoria's 5 Star rating requirement of the Building Code of Australia.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority:



Planning and Environment Amendment Regulations 2013

Form 4

**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

As such owners cannot opt to provide rain water tanks for toilet flushing in this area as an alternative to connecting to Barwon Water's recycled water network.

**Sewer**

87. To provide sewerage services to the permit area, a DN600mm, DN375 & DN300 extension to the Western Branch Sewer (WBS) stage 1 is required. The WBS stage 1 is a DN600mm trunk sewer being constructed as part of Part 1 PPA 496/2012. The WBS extension, where possible, is to be located within the road reserve on the south side of the key local access street immediately north of Armstrong Creek. It is Barwon Water's preference that the road reserve be created with enough width to enable the WBS within the road reserve. If this is not preferred, then Barwon Water would consider an alignment within the public open space provided no compensation was required for the loss of unencumbered open space. The WBS extension is considered a "shared" asset under the current ESC guidelines.
88. The owner shall provide reticulated sewer mains from the WBS extension to provide a house connection point within each lot within the development without cost to Barwon Region Water Corporation.
89. The payment of New Customer Contributions for sewer for each additional lot created and/ or each additional metered connection within the subdivision.
90. The provision of sewerage services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations. Individual allotment house connection drains are to be provided for and extend into each allotment.

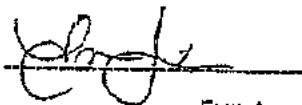
Note: The developer is to apply to Barwon Water for details relating to costs and conditions required for the provision of water supply and sewerage services to the subdivision.

**Powercor**

91. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
92. The applicant must provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor. (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant must provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority:



Planning and Environment Amendment Regulations 2013

Form 4

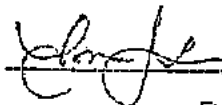
**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

93. The applicant must, where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they must be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You must arrange compliance through a Registered Electrical Contractor.
94. Any buildings must comply with the clearances required by the Electricity Safety (Network Assets) Regulations.
95. Any construction work must comply with Energy Safe Victoria's "No Go Zones" rules.
96. The applicant must set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision. Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways must be provided. Such a lease must be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.
97. The applicant must provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements must show on the plan an easement(s) in favour of Powercor Australia Ltd for 'Powerline Purposes' pursuant to Section 88 of the Electricity Industry Act 2000.
98. The applicant must obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
99. The applicant must adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
100. The applicant must obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
101. The applicant must provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

**Telecommunications**

102. The owner of the land must enter into agreements with:
- a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and


Date Issued: 10 April 2013

Signature of the  
Responsible Authority:


**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

- f) Demonstrate that all works will be administered in accordance with quality assurance principles, including but not limited to Safety, Environmental and Quality.
- g) Ensure that work site practices are in accordance with the Road Management Act 2004, Worksite Safety – Traffic Management, Code of Practice.
114. Direct access from the subdivisional lots to Baanip Boulevard is not permitted. All subdivisional lot access shall be to the internal subdivisional roads.
115. Traffic signals shall be installed at the Baanip Boulevard/Connector C intersection.
116. Before the certification of the Plan of Subdivision for Stage 5 of the subdivision, a functional layout for the Baanip Boulevard/Connector C intersection must be approved by writing by VicRoads. The extent of the functional layout must include the full length of all turn lanes and associated intersection splays. There should be no subdivisional road intersections with Connector C between Baanip Boulevard and the start of any turn lanes.
- NOTE: Stage 5 is as shown on Figure 14 "Staging Plan" of the Planning Application Report submitted with this planning permit application.
117. Before the commencement of any works at the Baanip Boulevard/Connector C intersection, a detailed engineering design must be prepared generally in accordance with the approved functional layout and to the satisfaction of VicRoads.
118. Before the issue of a statement of compliance for Stage 5 of the subdivision, all works required by VicRoads under this permit must be completed at no cost to and to the satisfaction of the VicRoads.
119. No work may be commenced in, on, under or over the Baanip Boulevard road reserve without first having obtained all necessary approval under the Road Management Act 2004, the Road Safety Act 1986, and any other relevant acts or regulations created under those Acts.
120. The subdivision stormwater drainage infrastructure shall be designed to accept and be compatible with drainage discharge from the Baanip Boulevard drainage system which has previously been supplied to Council. The subdivisional works shall be managed such that the design flow are not impeded during any stage of construction of Baanip Boulevard.
121. Before the certification of any stage of the Plan of Subdivision abutting Baanip Boulevard, the applicant must undertake noise measurements and modelling to determine whether any proposed residential property is predicted to have a noise level exceeding 63dBA (L10 18hr) based on predicted traffic volumes 10 years hence. If such investigations indicate that such noise levels would be exceeded, a plan for acoustic measures to ameliorate the noise to be implemented as part of the development of the subdivision must be submitted to and approved by the Responsible Authority.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority: 

**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

Before approving the plan the Responsible Authority must refer the proposed plan to VicRoads and have regard to any submission VicRoads might make in relation to the plan:

NOTE: The acoustic measures may be noise attenuating structures or, if this is not achievable or desirable, building design to reduce internal noise levels to acceptable levels.

122. Before the issue of a Statement of Compliance for any stage of the subdivision abutting Baanip Boulevard, the approved plan for acoustic measures must be implemented to the satisfaction of VicRoads and the Responsible Authority.

**CFA****Hydrants**

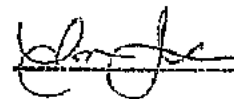
123. Operable hydrants, above or below ground must be provided to the satisfaction of CFA.
124. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of the building envelope, the rear of all lots) must be 120m and hydrants must be no more than 200m apart.
125. Hydrants must be identified as specified in 'Identification of Street Hydrants for Fire fighting purposes' available under publications on the Country Fire Authority web site ([www.cfa.vic.gov.au](http://www.cfa.vic.gov.au))

**Roads**

126. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
127. The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.
128. Roads must have a minimum trafficable width of:
- a) 5.5m if parking is prohibited on one or both sides of the road,
  - b) 7.3m where parking is allowable on both sides of the road.
129. Roads more than 60m in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority:





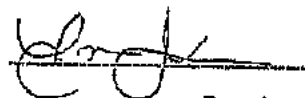
**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

**Public Transport Victoria**

130. Unless otherwise agreed in writing with Public Transport Victoria, prior to the certification of the plan of subdivision which contains or abuts a road identified as a "recommended bus route" (as shown on Plan 13 – Public Transport Plan, page 53 of the Armstrong Creek West Precinct Plan (PSP)), construction engineering plans, relevant to that stage of the subdivision, must be submitted to Public Transport Victoria. The plans must depict the road cross section to be constructed and the location and design of bus stops (if required). The plan must be to the satisfaction of Public Transport Victoria and the Responsible Authority.
131. Unless otherwise agreed in writing with Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stage that contains or abuts any portion of a road identified as a "recommended bus route" (as shown on Plan 13 – Public Transport Plan, page 53 of the Armstrong Creek West Precinct Plan (PSP)), that portion of the road must be constructed in accordance with the relevant road cross section in the Armstrong Creek West Precinct Structure Plan (PSP) in order to accommodate public transport access for buses, to the satisfaction of the Public Transport Victoria.
132. Unless otherwise agreed in writing with Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stage that contains or abuts any portion of a road identified as a "recommended bus route" (as shown on Plan 13 – Public Transport Plan, page 53 of the Armstrong Creek West Precinct Plan (PSP)), bus stops in the form of concrete hard stand pads for passengers must be constructed
- a) on either side of the road, in locations identified in writing by PTV,
  - b) compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002
  - c) be provided with direct and safe pedestrian access to a shared path/pedestrian path
  - d) at the full cost to the permit holder
- to the satisfaction of the Public Transport Victoria
133. Unless otherwise agreed in writing with Public Transport Victoria, prior to the issue of a Statement of Compliance for Stage 2 of the subdivision, bus stops in the form of a bay and concrete hard stand pads for customers must be constructed:
- a) on either side of Surf Coast Highway, at the intersection with Burvilles Road, in locations agreed to by Public Transport Victoria and VicRoads;
  - b) contain a pole, flag and timetable box to PTV requirements;
  - c) sealed bus turn in area (i.e. bay);
  - d) in accordance with the VicRoads Bus Stop Guidelines February 2006, and the DOT Public Transport Guidelines for Land Use and Development.
  - e) deemed compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002;

Date Issued: 10 April 2013

Signature of the  
Responsible Authority:



Planning and Environment Amendment Regulations 2013

Form 4

**CONDITIONS OF PLANNING PERMIT NUMBER 496/2012/A CONTINUED**

- f) be provided with direct and safe pedestrian access to a shared/pedestrian path;  
and
- g) at the full cost to the permit holder;  
to the satisfaction of Public Transport Victoria.

**Corangamite Catchment Management Authority**

134. All new lots must be created entirely outside the 1% Annual Exceedance Probability (AEP3) flood event.
135. The finished floor level of any building constructed on the property must allow for a minimum freeboard of 300mm above the applicable 1% AEP, as per the requirements of the Building Regulations Act 2006, No. 68, 802(7)(b).

**Expiry**

136. This permit will expire if one of the following circumstances applies:
- The first stage of the plan of subdivision has not been certified within two years of the date of this permit.
  - All stages of the plan of subdivision have not been certified within ten years of the date of this permit.
  - A statement of compliance is not issued within five years of the date of certification of a particular stage of subdivision.

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

On the 21 May 2012 this Planning Permit has been corrected pursuant to Section 71 (1) (a) of the Planning and Environment Act 1987 to correct a clerical error in that condition 34 has been corrected to refer to twelve months rather than three months.

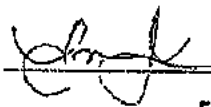
**THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:**

Date of amendment	Brief description of amendment
5 December 2013	The permit has been amended to allow <ul style="list-style-type: none"> <li>• Increase to overall subdivision area</li> <li>• Inclusion of rewording and renumbering of conditions</li> </ul>

Note 1: Under Part 4, Division 1A of the Planning and Environment Act, 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

Date Issued: 10 April 2013

Signature of the  
Responsible Authority:



# BUILDING PERMIT

Building Act 1993, Building Regulations 2006  
Regulation 313 Form 2

**ISSUED TO (AGENT OF OWNER)**

Simonds Homes Victoria Pty Ltd  
Unit 1, 810 Princess Highway, Springvale - 3171, VIC

**ADDRESS FOR SERVING OR GIVING OF DOCUMENTS**

SIMONDS HOMES VICTORIA PTY LTD - UNIT 1, 810 PRINCESS HIGHWAY, SPRINGVALE - 3171, VIC

**OWNERSHIP DETAILS**

Stephen & Melonie Di Pasquale  
28 Park Street, Belmont - 3216, VIC

**PROPERTY DETAILS**

Lot 1777 (3) Spectrum Drive, Mount Duneed - 3217

**MUNICIPAL DISTRICT**

City of Greater Geelong

**NEW BUILDING AREA**

383 m<sup>2</sup>

**ALLOTMENT AREA**

512 m<sup>2</sup>

**DOMESTIC BUILDING WARRANTY INSURANCE (IF APPLICABLE)**

QBE Insurance

**INSURANCE POLICY NUMBER**

410065920BWI-353

**BUILDER**

Simonds Homes Victoria Pty Ltd, Unit 1, 810 Princess Highway, Springvale - 3171, VIC

**BUILDING PRACTITIONERS TO BE ENGAGED IN THE BUILDING WORK**

Vallence Gary Simonds

Builder

DB-U 5403

**BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS**

Vallence Gary Simonds

Builder

DB-U 5403

Yasemin Mustafa

Engineer

EC 42073

Stuart McLennan

Building Surveyor

BS-U 1577

**NATURE OF BUILDING WORK**

Proposed construction of a new dwelling and garage

**COST OF BUILDING WORK**

\$409,955.00

**CONDITIONS:**

This Permit is subject to the following conditions: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. It is the builder's responsibility to ensure that a copy of the building permits and approved plans are present on site during construction works.
3. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
4. Prior to the Mandatory Frame Inspection Stage, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations to the Relevant Building Surveyor.
5. This dwelling has been designed to achieve a minimum of 6 STAR ENERGY RATING and includes a SOLAR WATER HEATER system with 60% solar gain.
6. An assessment has been carried out for the proposed dwelling in accordance with AS 3959.2009, the Relevant Building Surveyor has determined that the category of bush fire attack level is BAL-12.5. Please refer to the Architectural plans for specific construction requirements for BAL-12.5.
7. Prior to the issue of the Occupancy Permit and the installation of the surface covering/s to all stairway treads, the builders shall provide the manufacturers test certificates (in accordance with AS 4586) to demonstrate that all tread coverings and/or nosing strips are compliant with TABLE 3.9.1.1 of the NCC 2015 – BCA Volume 2, to the satisfaction of the relevant building surveyor.

**BUILDING CLASSIFICATION**

**PART OF BUILDING**

Ground & First Floor

**BCA CLASSIFICATION**

1a(i)

**DESCRIPTION**

Dwelling

Ground Floor

10a

Garage

**ALTERNATIVE SOLUTION (OPTION 2)**

An Alternative Solution was used to determine compliance with the following Performance Requirements of the BCA that relates to this project:

**ALTERNATIVE SOLUTION:**

1. To allow the dwelling to have a minimum 135mm step down to the garage slab.
2. To allow the garage entrance to have a 40mm minimum rebate in which the car entry door is to close.
3. To allow the garage paving to be a minimum of 60mm above the adjoining external paving.
4. To allow the garage car entry door to be considered as a weatherproof opening.

**PERFORMANCE REQUIREMENTS:**

P2.2.1 – surface water  
P2.2.2 – weatherproofing  
P2.2.3 – dampness

**PRESCRIBED REPORTING AUTHORITIES (IF APPLICABLE)**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

**DETERMINATION:**

1. City of Greater Geelong

**MATTER REPORTED ON:**

Report & Consent – Legal Point of Discharge of Storm Water

**REGULATION:**

610 (2)

**THE MANDATORY INSPECTION NOTIFICATIONS STAGES**

Prior to placing of footing

Prior to pouring of insitu concrete

Completion of framework

Final upon completion of building work

**OCCUPATION OF BUILDING**

An Occupancy Permit is required prior to the occupation or use of this building.

**COMMENCEMENT AND COMPLETION**

The building work must commence by 30/03/2017, and must be completed by 30/03/2018.

RELEVANT BUILDING SURVEYOR

Gavin Casey

BUSINESS

Checkpoint Building Surveyors – 226 Normanby Road Southbank VIC 3006

SIGNATURE



REGISTRATION NO.

BS-U1501

PERMIT NO.

1501/2016/001054/0

DATE

30/03/2016

NOTES:

1. Under Regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works are in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies;
2. Under Regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
3. Include building practitioners with continuing involvement in the building work.
4. Include building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
6. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
7. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$12,000.

# OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2006  
Regulation 1005 Form 6



**ISSUED TO (AGENT OF OWNER)**  
Simmonds Homes Victoria Pty Ltd  
Unit 1, 810 Princess Highway, Springvale - 3171, VIC

**OWNER**  
Stephen & Melonie Di Pasquale  
26 Park Street, Belmont - 3216, VIC

**PROPERTY DETAILS**  
Lot 1777 (3) Spectrum Drive, Mount Duneed - 3217

**MUNICIPAL DISTRICT**  
City of Greater Geelong

**NATURE OF BUILDING WORK**  
Proposed construction of a new dwelling and garage

BUILDING DETAILS PART OF BUILDING	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground & First Floor	1a(i)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

**ALTERNATIVE SOLUTIONS (OPTION 2)**  
An Alternative Solution was used to determine compliance with the following Performance Requirements of the BCA that relates to this project:

ALTERNATIVE SOLUTION:	PERFORMANCE REQUIREMENTS:
<ol style="list-style-type: none"> <li>To allow the dwelling to have a minimum 135mm step down to the garage slab.</li> <li>To allow the garage entrance to have a 40mm minimum rebate in which the car entry door is to close.</li> <li>To allow the garage paving to be a minimum of 60mm above the adjoining external paving.</li> <li>To allow the garage car entry door to be considered as a weatherproof opening.</li> </ol>	P2.2.1 - surface water P2.2.2 - weatherproofing P2.2.3 - dampness

**PRESCRIBED REPORTING AUTHORITIES (IF APPLICABLE)**  
The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

DETERMINATION:	MATTER REPORTED ON:	REGULATION:
1. City of Greater Geelong	Report & Consent - Legal Point of Discharge of Storm Water	610 (2)

**CONDITIONS**  
Occupation is subject to the following conditions:

- It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
- A notice in accordance with AS 3660.1-2000 shall be permanently fixed at the entrance to the sub-floor or in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS3660.1-2000.
- The connection of water and gas (if required) with the relevant supply authorities.

**SUITABILITY FOR OCCUPATION**  
The building or part of the building to which this permit applies is suitable for occupation.

**DATE OF INSPECTION**  
31/08/2016

**RELEVANT BUILDING SURVEYOR**  
Gavin Casey

**BUSINESS**  
Checkpoint Building Surveyors - 226 Normanby Road Southbank VIC 3006

**SIGNATURE**

**REGISTRATION No.**  
BS-U1801

**CERTIFICATE No.**  
1501/2016/001054

**DATE**  
05/09/2016

Note: 1. Where compliance with the permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This does not constitute evidence of compliance with the Building Act 1993 or the Building Regulations 2006. 2. Regulation 1215 of the Building Regulations 2006 requires the owner of a building to maintain all records of services.

CBS 2016/1226

226 normanby road, southbank victoria 3006  
t +61 3 9673 0000 f +61 3 9673 0099  
a division of bcg (aust) Pty Ltd  
acn 114 382 017 abn 18 394 329 425

**Domestic Building Insurance  
 Certificate of Insurance**

Policy Number 410065920BWI-353

QBE Insurance (Australia) Ltd  
 628 BOURKE STREET  
 MELBOURNE VIC 3000  
 Phone: (03) 9246 2666  
 Fax: (03) 9246 2611  
 ABN: 78 003 191 035  
 AFS License No: 239545



S & M DI PASQUALE  
 28 PARK ST  
 BELMONT 3216

**Name of intermediary**  
 EBM INSURANCE BRKRS - SIMONDS  
 SUITE 4  
 651 VICTORIA STREET ABBOTSFORD 3067

**Account Number**  
 41BWEBM01  
**Date Issued**  
 02/03/2016

**Policy Schedule Details**

**Certificate In Respect of Insurance**

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

**Domestic Building Work** NEW SINGLE DWELLING CONSTRUCTION CONTRACT  
**At the property** LOT 1777, SPECTRUM DRIVE  
 MOUNT DUNEED VIC 3217  
**Carried out by the builder** SIMONDS HOMES VICTORIA PTY LTD  
 ACN: 050 197 610

**Important note:** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE IMMEDIATELY. If these details are incorrect, the domestic building work will not be covered.

**For the building owner** S & M DI PASQUALE  
**Pursuant to a domestic building contract dated** 02/03/2016  
**For the contract price of** \$409,955.00  
**Type of cover** Cover is only provided if SIMONDS HOMES VICTORIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order\*  
**Period of cover** Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:  
 • Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*  
 • Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

**The maximum policy limit for all claims made under this policy is** \$300,000 all inclusive of costs and expenses\*  
**The maximum policy limit for all claims for non-completion of the domestic building works is** 20% of the contract price\*

\*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.

**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 410065920BWI-353

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

**Additional Policy Details**

47379007

Issued by QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium	\$821.00
GST	\$82.10
Stamp Duty	\$90.31
<b>Total</b>	<b>\$993.41</b>

**IMPORTANT:**

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

**Domestic Building Insurance  
 Certificate of Insurance**

Policy Number 410065920BWI-353

QBE Insurance (Australia) Ltd  
 828 BOURKE STREET  
 MELBOURNE VIC 3000  
 Phone: (03) 9246 2666  
 Fax: (03) 9246 2611  
 ABN: 78 003 191 035  
 AFS License No: 239545



**If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723**

Below are some examples of what to look for:

**CERTIFICATE OF INSURANCE**

**YOUR DOMESTIC BUILDING CONTRACT**

Owner:

Carried out by the builder:

ACME CONSTRUCTIONS PTY LTD  
 ACN: 12 345 678

**MATCH**

Both name of builder and ACN or ABN match



Owner:

Builder:



ACME CONSTRUCTIONS PTY LTD  
 ACN: 12 345 678

Owner:

Carried out by the builder:

JOHN CITIZEN  
 ABN: 12 345 678 910

**NO MATCH**

Call QBE, name of builder does not match



Owner:

Builder:



CITIZEN CONSTRUCTIONS PTY LTD  
 ACN: 12 345 678

Owner:

Carried out by the builder:

ACME CONSTRUCTIONS PTY LTD  
 ACN: 12 345 678

**NO MATCH**

Call QBE, ABN or ACN does not match



Owner:

Builder:



ACME CONSTRUCTIONS PTY LTD  
 ACN: 87 956 123



**Domestic Building Insurance  
 Certificate of Insurance**

Policy Number 410065920BWI-353

QBE Insurance (Australia) Ltd  
 628 BOURKE STREET  
 MELBOURNE VIC 3000  
 Phone: (03) 9246 2666  
 Fax: (03) 9246 2611  
 ABN: 78 003 191 035  
 AFS License No: 239545



EBM INSURANCE BRKRS - SIMONDS  
 SUITE 4  
 651 VICTORIA STREET ABBOTSFORD 3067

**Account Number**  
 41BWEBM01  
**Date Issued**  
 02/03/2016

**Policy Schedule Details**

**Builder** SIMONDS HOMES VICTORIA PTY LTD  
**ABN/ACN** 35 050 197 810  
**Business Address** LOCKED BAG 4002  
 SOUTH MELBOURNE 3205  
**Registration Number** DBU 5403  
**Type of Insurance** DOMESTIC BUILDING INSURANCE  
**Construction Works** NEW SINGLE DWELLING CONSTRUCTION CONTRACT  
**At** LOT 1777, SPECTRUM DRIVE  
 MOUNT DUNEED VIC 3217  
**State** VIC

Declared Construction Value	Contract Date	Estimated Construction Completion Date
\$409,955.00	02/03/2016	02/03/2017

**Building Owner / Beneficiary** S & M DI PASQUALE

**Limit of Indemnity, Period of Insurance, Expiry Date**

As stated in the Certificate of Insurance and the policy

**Additional Policy Details**

47379007

This notice will become a "Tax Invoice" when the amount payable is paid in full. Should changes be made, then the new schedule issued will become your Tax Invoice.

**Total Premium and Charges**

Premium	\$821.00
Levies	\$0.00
GST	\$82.10
Stamp Duty	\$90.31
<b>Total Premium</b>	<b>\$993.41</b>

The amount of stamp duty paid is calculated under the relevant States/Territory Duties Act, based on where the risks, properties, contingencies or events are located.



**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 410065920BWI-353

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



Issued by QBE Insurance (Australia) Limited for and on behalf of  
**Victorian Managed Insurance Authority (VMIA)**

**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 410065920BW1-353

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2811  
ABN: 78 003 191 035  
AFS License No: 239545



S & M DI PASQUALE  
28 PARK ST  
BELMONT 3216

**Name of Intermediary**  
EBM INSURANCE BRKRS - SIMONDS  
SUITE 4  
651 VICTORIA STREET ABBOTSFORD 3067

**Account Number**  
41BWEBM01  
**Date Issued**  
02/03/2016

**Policy Schedule Details**

**Certificate in Respect of Insurance**

**Domestic Building Contract**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

**Domestic Building Work**

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

**At the property**

LOT 1777, SPECTRUM DRIVE  
MOUNT DUNEED VIC 3217

**Carried out by the builder**

SIMONDS HOMES VICTORIA PTY LTD  
ACN: 050 197 610

**Important note:** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE IMMEDIATELY. If these details are incorrect, the domestic building work will not be covered.

**For the building owner**

S & M DI PASQUALE

**Pursuant to a domestic building contract dated**

02/03/2016

**For the contract price of**

\$409,955.00

**Types of cover**

Cover is only provided if SIMONDS HOMES VICTORIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order\*

**Period of cover**

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

**The maximum policy limit for all claims made under this policy is**

\$300,000 all inclusive of costs and expenses\*

**The maximum policy limit for all claims for non-completion of the domestic building works is**

20% of the contract price\*

\*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.

2-3-2016

GD MD

023-3217 (34629)  
S Di Pasquale and M Di Pasquale  
3 Spectrum Drive  
MOUNT DUNED VIC 3217

**ONE  
PAYMENT  
IN FULL**

**\$2,091.40**  
Due by  
15 February 2019

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2018, otherwise your balance will be due on 15 February 2019.

**FIRST  
INSTALMENT**

**\$522.85**  
Due by  
30 September 2018

**SECOND  
INSTALMENT**

**\$522.85**  
Due by 30 November 2018

**THIRD  
INSTALMENT**

**\$522.85**  
Due by 28 February 2019

**FOURTH  
INSTALMENT**

**\$522.85**  
Due by 31 May 2019

Turn over for payment options.

Rating Period 1 July 2018 to 30 June 2019  
Declared 1 July 2018  
Valuation Level 1 January 2018  
Operative 1 July 2018  
Issue Date 31 August 2018

Please be aware transactions after 29 August 2018 may not be included in this notice.

\*The Waste Management Charge includes an Environment Protection Agency Levy estimated at \$34.75

RATE NO. **919238**

PROPERTY 3 Spectrum Drive, MOUNT DUNED VIC 3217  
512m2 Lot 1777 PS 709524

AVPCC 110 - Detached Dwelling

VALUATIONS Site: land only \$215,000  
Capital Improved: land + building + improvements \$640,000  
Net annual: \$32,000

RATES AND CHARGES Residential Rates 0.002385 x \$640,000 \$1,526.40  
\*Waste Management \$316.90  
Municipal Charge \$102.00  
Sub Total \$1,945.30

FIRE SERVICES Category: Residential  
PROPERTY Residential Variable 0.000058 x \$640,000 \$37.10  
LEVY Residential Fixed \$109.00  
Sub Total \$146.10

**Total \$2,091.40**



**RECEIVE YOUR NOTICE  
ELECTRONICALLY**

View your rates notice instantly and choose  
your payment option.

Tax Invoice/Statement



089374-001 (02407(4882) D023  
S & M DI Pasquale  
3 Spectrum Dr  
MOUNT DUNEED, VIC 3217

Account number  
69000001 00080641

Payment due  
19 June 2017

Total amount due  
\$ 285.51

Your account summary

Service Address: 3 SPECTRUM DR MOUNT DUNEED 3217

Previous balance	\$478.84 DR
Payments/adjustments	\$478.84 CR
Your balance	\$0.00
New charges	\$285.51 DR
Total	\$285.51 DR

Your average daily use in litres per day

May 17	538
Feb 17	1841
Nov 16	495
Aug 16	99
May 16	0

TARGET YOUR WATER USE 

Target Your Water Use provides useful information to regional Victorians on how to be more water efficient within their homes and how to use water more wisely.

For more information, visit [targetyourwateruse.vic.gov.au](http://targetyourwateruse.vic.gov.au)

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

Permanent water saving rules now apply



## Owners Corporation Certificate

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No: **709524N**  
Address: **Armstrong, 1/101 Unity Drive, MOUNT DUNEED VIC 3217**  
This certificate is issued for: **Lot 1777 on Plan of Subdivision No 709524N**  
Postal address is: **3 Spectrum Drive, MOUNT DUNEED VIC 3217**  
Applicant for the certificate is: **Danny Beranic Conveyancing via SAI Global Property**  
Address for delivery of certificate: **property.certificates@saiglobal.com**  
Date that the application was received: **20 February 2019**

**IMPORTANT:**

The information in this certificate is issued on **1 March 2019**. You should obtain a new certificate for current information prior to settlement.

- (a) The current fees for the lot for the financial year 01 Oct 2018 to 30 Sep 2019 are paid quarterly and set out below. The annual contribution fee is subject to change depending on the budget set for the year.

<b>Administrative Fund</b>		
The current fees for the lot are <b>\$990.00</b> per annum.		
<b>Due Date</b>	<b>Amount</b>	<b>Period</b>
01 Oct 2018	\$247.50	01 Oct 2018 to 31 Dec 2018
01 Jan 2019	\$247.50	01 Jan 2019 to 31 Mar 2019
01 Apr 2019	\$247.50	01 Apr 2019 to 30 Jun 2019
01 Jul 2019	\$247.50*	01 Jul 2019 to 30 Sep 2019
<b>TOTAL</b>	<b>\$990.00</b>	

**\*\*Please note that the budget for the financial year 01 Oct 2018 to 30 September 2019 has not been ratified. The fees due 01 April 2019 have been struck, and issued for payment, with future fees set in accordance with the new budget. The figures given here are as per last year's budget and are indicative figures only.**

- (b) The date to which the fees for the lot have been paid :  
**31 March 2019**

The total of any unpaid fees or charges for the lot : **NIL Total Amount Owing: (c) + (d) = \$0.00**

Fees are payable by BPAY:

**Biller Code: 96503**

**Reference Number: 227059706 90000115757**

- (c) *Administrative Fund*
- |                    |        |
|--------------------|--------|
| Amount owing       | \$0.00 |
| Interest owing     | \$0.00 |
| Total amount owing | \$0.00 |

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

**None**

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

(f) Are there any rules or regulations owners, occupiers or the public are required to adhere to? **Yes, refer attached Owners Corporation Rules. Owners, occupiers and public are required to comply with the Owners Corporation Rules, Owners Corporations Act 2006, Owners Corporation Regulations 2007 and any Rules of Use and Design Guidelines positioned. Please refer attached rules and guidelines. Non-compliance to Rules and Regulations may incur additional fees.**

(g) Are there any current non-compliance to the rules or regulations affecting this lot? If so, please provide details: **Open breach for bin left out to property frontage.**

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

Policy No.	CAC0000317	CGU Insurance
Type:	Public Liability	Broker: Honan Insurance Brokers IBM Tower, 80 City Road, Melbourne VIC 3001
Premium:	\$16,492.70	Paid on: 01/12/2018    Policy start date: 01/12/2018    Next due: 01/12/2019
<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>
Public Liability	\$20,000,000.00	\$500.00
Community Property	\$6,225,000.00	\$500.00
Voluntary Workers	\$200,000.00	\$500.00
Fidelity Guarantee	\$100,000.00	\$500.00
Office Bearers Legal Liability	\$2,000,000.00	\$500.00
Machinery Breakdown	\$100,000.00	\$500.00
Govt. Audit & Legal Expenses	\$25,000.00	\$500.00
Legal Defences	\$50,000.00	\$500.00
Appeal Expenses	\$100,000.00	\$500.00
Common Area Contents	\$66,045.00	\$500.00
Community Property (Community Income)	\$933,750.00	\$500.00

(i) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? **Yes, please refer Owners Corporation Rule 5.10. Please note only common property is covered under the Owners Corporation Insurance Policy.**

(j) The total funds held by the Owners Corporation are set out in the Financial Statement attached to this Certificate.

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

(l) Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details: **Refer to attached schedule of contracts, agreements, leases & licenses**

(m) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **Refer to attached schedule of contracts, agreements, leases & licenses**

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

(o) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details: **Nil**

- (p) Has the Owners Corporation appointed, or resolved to appoint, a manager? If so, then provide details:  
The manager is: **Engine Estates Management Pty Ltd**  
**Suite 201, 126 Wellington Parade**  
**EAST MELBOURNE VIC 3002**  
**Telephone: 1800 364 463**
- (q) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? Nil
- (r) Documents required to be attached to the Owners Corporation certificate are:
- A copy of the minute of the last annual general meeting of the Owners Corporation
  - A copy of the consolidated rules registered at Land Victoria
  - Design Guidelines
  - A copy of Schedule 3 of the Owners Corporation's Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

**IMPORTANT:** This certificate is issued on the following basis:

1. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.
2. This certificate is valid for 60 days from date of issue; once that period has lapsed, an application must be made for a new certificate.
3. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
4. The information is subject to change without notice.
5. You are advised that this certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
6. Additional fees are applicable for all documentation supplied in hard copy.

Requests to inspect the Owners Corporation Register or to obtain a new certificate must be forwarded to:  
**Engine Property Group Pty Ltd**  
**PO Box 589,**  
**East Melbourne**  
**VIC 3002.**

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

Schedule of rates is available on application to: [reception@enginepropertygroup.com.au](mailto:reception@enginepropertygroup.com.au)

Phone: **1800 364 463**

Date of Issue: **1 March 2019**

This Owners Corporation certificate was prepared by:

*SH Howard*

Sharon Howard  
Manager  
As the Delegate of the Owners Corporation





**Notice of Levies**

Owners Corporation Act 2006 Section 31, Owners Corporations Regulations 2007 and Owners Corporation Rules

**Tax Invoice**

Issued 29/11/2018 on behalf of:

Owners Corporation 709524N  
ABN 76807328284

Armstrong  
1/101 Unity Drive  
MOUNT DUNEED VIC 3217

for Lot 1777 Unit Waters  
Melonie and Stephen Di Pasquale  
Waters/3 Spectrum Drive  
MOUNT DUNEED VIC 3217

Melonie and Stephen Di Pasquale  
3 Spectrum Drive  
MOUNT DUNEED VIC 3217

The following fees/charges are due (All amounts listed include GST unless otherwise specified)  
Payment is due within 28 days of the date of this Notice or by the due date specified below

Due date	Details	Amounts due (including GST) (\$)		Total
		Admin Fund	Maintenance	
01/01/2019	O/C Contributions from 01/01/19 to 31/03/19	247.50	0.00	247.50
	<b>Total due in month</b>	<b>247.50</b>	<b>0.00</b>	<b>247.50</b>

Total of this notice	247.50	(including \$22.50 GST)
Arrears	0.00	
Interest on arrears	0.00	
Outstanding owner invoices	0.00	
Subtotal of amount due	<u>247.50</u>	
Prepaid	0.00	
<b>Total amount due</b>	<b><u>\$247.50</u></b>	

Interest will be charged on any overdue fees/charges at an annual rate of 10%.  
The rate of interest has been calculated in accordance with the current rate under the  
Penalty Interest Rates Act 1983(Vic). This rate is subject to change.

Cheques should be made payable to 'Owners Corporation 709524N'

Payment due 01/01/2019

**Swipes for access to the pool and gym at Club Armstrong will be deactivated if fees are not paid via Engine Estates management by 1 January 2019. Upon payment of any overdue fees, swipe access will be reactivated within 3 days.**



\*Registration is required for payments from cheque or savings accounts. Please complete a registration form available at [www.deft.com.au](http://www.deft.com.au) or call 1800 672 162. You do not need to re-register for the internet service if already registered for phone payment. Registration is not required for credit card payments.

Melonie and Stephen Di Pasquale  
Owners Corporation 709524N  
Lot 1777 Unit Waters



\*442 227059706 90000115757



Billers code 96503



Pay over the Internet by DEFT  
Online from your \*pre-registered  
bank account at [www.deft.com.au](http://www.deft.com.au)



Pay by DEFT Phonepay from your  
\*pre-registered bank account.  
Call 1300 301 090 or  
International +612 8232 7395



Credit card payments can be made  
over the Internet. Log onto  
[www.deft.com.au](http://www.deft.com.au) or call 1300 301  
090 and follow the instructions. A  
surcharge will be applicable if you  
use this option.



Pay by mailing this payment slip with  
your cheque to:  
DEFT Payment Systems  
GPO Box 2174, Melbourne VIC 3001



Pay in person at any post office by  
cash, cheque or Eftpos.  
Payments made at Australia Post will  
incur a \$2.75 DEFT processing fee.

Contact your participating financial institution to make a BPAY payment  
from your cheque or savings account. Enter the biller code and your  
DEFT reference number. To use the QR code, use the reader within your  
mobile banking app. More info: [www.bpay.com.au](http://www.bpay.com.au)

Engine Property Group Pty Ltd

DEFT Reference No.

227059706 90000115757

Amount Due

\$247.50

Due Date

01/01/2019

Amount Paid

\$

**MINUTES OF ANNUAL GENERAL MEETING  
1 OCTOBER 2016 – 30 SEPTEMBER 2017  
OWNERS CORPORATION PLAN: 709524N  
PROPERTY ADDRESS: 1/101 Unity Drive, MOUNT DUNEED  
ARMSTRONG ESTATE**

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An Annual General Meeting of the Owners Corporations was held:

**Date:** Wednesday, 07 February 2018

**Commencement:** 6:00PM

**Place:** 1/101 Unity Drive, Mount Duneed - Club Armstrong Function Room

**1 QUORUM**

<b>Lot #</b>	<b>Attendance</b>	<b>Owner Name</b>	<b>Representative</b>
107	Yes	Alexander William Cust & Michelle Kiran Couper	
111	Yes	Terrence W Pullen & Sharon L Paynter	
114	Yes	Ross David Newman & Katrina Gaye McLeod	
119	Yes	Vanessa L & Justin P Eldridge	
128	Yes	Terence Patrick Murrhy	
130	Yes	Stephen James and Diana Frances Symons	
132	Apology	Elly Stewart	
134	Yes	Wayne & Mayda Coots	
215	Yes	David & Kristen Griffiths	
216	Yes	Todd Paul Carroll	
302	Yes	Kennett Ridge Pty Ltd	Sharon Howard
315	Yes	Mathews Pularkalayil & Chrismy Mathews	
317	Yes	Wayne & Catherine Wood	
318	Yes	Rowan & Belinda Huxhagen	
406	Yes	David Edward & Janice Lillian Loveday	
414	Yes	Kyle & Claire Nelson	
429	Yes	Joanne Turner	
435	Yes	Catherine Dailey	
436	Yes	Graham & Karen Hanley	
503	Yes	Noelle and Leigh Ewing	
505	Yes	Graham and Jane Smailes	
517	Yes	Angela Patricia Willigen	
604	Yes	Mervyn Poyner and Wendy Poyner	
608	Yes	Kenneth Raymond & Julie Margaret Boucher	
609	Yes	Michael & Dianne Kyprios	
721	Yes	Paul & Toni Gauntlett	
722	Yes	Jacob Beard	
724	Yes	Carl & Amanda Drehlich	
732	Yes	Juliette Snel	
842	Yes	John Wilkinson	
851	Yes	Jamie & Linda Plumridge	
924	Yes	Nisa Muhammed Basheer & Sibson Santo Edakara	
1012	Yes	Yanek Olsen	Beryl McMillan
1015	Yes	Beryl McMillan	
1017	Yes	John & Joy Lawrence	Beryl McMillan
1022	Yes	Simon Loader & Emily Cinerari	
1030	Yes	Ian Francis & Anne Margaret Moore	
1036	Yes	Matthew Watson & Nicola Bunyan	
1128	Yes	Barry & Helen Mills	
1129	Yes	Adam Dean & Kate Jenny Cullen	
1130	Yes	Brett & Jodie Fisher	
1143	Yes	Michael Wingert	
1144	Yes	Jayden McDiren & Sarah Nicholls	
1210	Yes	Damien & Celeste Livesley	
1707	Yes	Karen Anne and Graeme Frederick Barnett	
1709	Yes	Adam Francis and Melissa Susan Totton	
1718	Yes	Ian Leslie Cooper and Marion Elizabeth Anderson	

1728	Yes	Jeffrey Davis and Sylvia Smith	
1737	Yes	Lesley Ann Eccles	
1759	Yes	Stuart L & Shannon C Hawkes	
1771	Yes	Aubra Rhiannon Dearden	
1772	Apology	Megan Jane Patten	
1803	Yes	Micheal Andrew Clay & Emma Louise Pilgrim	
1811	Yes	Christopher Robert & Michelle Frances Totton	
1814	Yes	Nichole Maree Chambers	
1816	Yes	Vladimira & Jan Adamy	
1820	Yes	James Eric John Borrian	
1904	Yes	Neville Cachia & Carmen Cachia Gafa	
1930	Yes	Anthony Arthur Cook	
1941	Yes	Mark B & Karen E Evans	
2326	Apology	Lucia Filomena Velkovski	
2344	Yes	Christopher Martin & Gilda Jack	Wren Wilson
2803	Yes	Ross William & Kirsten Elizabeth Evans	Ian Moore
2816	Yes	Joanne & John Harris	
2817	Yes	David N & Helen M Holmes	
2820	Yes	Shane A & Naomi S Emmerson	
2832	Yes	Simone Lisa Hall	
2924	Yes	Anne P & Douglas J Baker	
2944	Yes	Rafael Jason Zakej & Jacqueline Louise Basset	
2946	Yes	Kevin Barry Yelverton & Alison Marie Wong	
3018	Yes	Holly E Rentsch & Mitchell R Trounce	
3103	Yes	Ben James & Wren Louise Wilson	
3128	Yes	Paviter Singh & Ramanjit Kaur	
3204	Yes	Byren L Higgin & Latoya T Kyprios	
3217	Yes	Terry J & Jacqui L Marshall	
3243	Apology	Christopher T & Christine A Augst	

Villawood Properties proxy: Andrew Duggan

Lots: 50, 1912, 1947, 2001, 2002, 2003, 2004, 2005, 2008, 2009, 2010, 2011, 2012, 2013, 2015, 2016, 2017, 2019, 2021, 2022, 2023, 2025, 2027, 2030, 2031, 2033, 2034, 2035, 2037, 2038, 2040, 2042, 2043, 2046, 2047, 2048, 2049, 2318, 3004, 3104

Note: The following is confirmed legal practice per the proxy form enclosed in the Notice of Annual General Meeting: 'if a lot ownership is in joint proprietorship and it is the intention of only one proprietor to attend the meeting, the joint proprietors will both need to sign a proxy form in favour of that proprietor or any other person whom they wish to nominate to attend the meeting on their behalf.'

Voting at this general meeting occurred on a one vote per lot basis.(Owners Corporations Act 2006 s91) A poll vote was not requested during this meeting.(Owners Corporations Act 2006 s92)

## 2 CHAIRPERSON

It was resolved Sharon Howard, Engine Estates Management Pty Ltd, was appointed as chairperson of this meeting.

It was resolved Olivia Winfield, Engine Estate Management Pty Ltd, was appointed to take minutes of this meeting and distribute minutes to all owners.

## 3 CONFIRMATION OF MINUTES OF INAUGURAL GENERAL MEETING

It was resolved to adopt the minutes of the inaugural general as part of the Owners Corporation records.

## 4 OWNERS CORPORATION MANAGERS REPORT

Members resolved to accept the Owners Corporation Managers report and adopt as part of the Owners Corporation records.

## 5 COMMITTEE REPORT

Members resolved to accept the committee report as presented in the Notice of Meeting from Ian Moore.

**6 CENTRE MANAGERS REPORT**

Members resolved to accept the committee report as presented in the Notice of Meeting from FM1.

**7 INSURANCE**

It is confirmed the following insurance policies are in place:

Policy No.CAC0000317

CGU Insurance

Type : Public Liability

Broker : Honan Insurance Brokers

Premium : \$14,414.21    Paid on : 1/12/2017    Start : 1/12/2017    Next due : 1/12/2018

Cover	Sum Insured	Excess
Public Liability	\$20,000,000.00	\$500.00
Community Property	\$6,100,000.00	\$500.00
Common Area Contents	\$61,000.00	\$500.00
Voluntary Workers	\$200,000.00	\$500.00
Fidelity Guarantee	\$10,000.00	\$500.00
Office Bearers Legal Liability	\$2,000,000.00	\$500.00
Machinery Breakdown	\$100,000.00	\$500.00
Govt. Audit & Legal Expenses	\$25,000.00	\$500.00
Legal Defences	\$50,000.00	\$500.00

- a) It is resolved the Owners Corporation obtains a valuation for the replacement value of the building every five years as required under Section 65(2) of the Owners Corporation Act 2006, with a valuation to be undertaken in 2018.
- b) It was resolved the Owners Corporation obtains quotations for the renewal of insurance each year, with quotations for renewal forwarded to the Committee for approval.
- c) It was resolved the manager is authorised to raise a levy to fund the insurance premium if there are insufficient funds to meet the insurance premium expenditure so as to ensure that the Owners Corporation has insurance cover that meets the requirements of the Owners Corporation Act 2006.

Against the motion: one vote.

**8 INSURANCE VALUATION**

It was resolved to obtain the insurance valuation report for the property and the revised value to be provided to the insurer for cover to be adjusted accordingly.

**9 FINANCIAL STATEMENTS**

Members accepted the financial statements for the period 1 October 2016 to 30th September 2017 as presented, and adopted the statement of financial performance to the Owners Corporation register.

**10 ADMINISTRATION FUND**

In accordance with the Owners Corporations Act 2006, the Owners Corporation resolves to approve and adopt an amount of **\$696,600.00 plus GST** to cover general administration, maintenance, insurance and other recurrent obligations of the Owners Corporation.

Against the motion; one vote.

It was resolved the fees are set in accordance with Section 23(1) of the Owners Corporations Act 2006, based on unit of liability, with fees paid in advance in **quarterly instalments**. Due dates are as follows:

1<sup>st</sup> quarter due 1 October 2017\*

2<sup>nd</sup> quarter due 1 January 2018\*

3<sup>rd</sup> quarter due 1 April 2018

4<sup>th</sup> quarter due 1 October 2018.

\*To date two quarters of fees (one six month instalment) have been issued for period 1 October 2017 - 30 September 2018 based on the previous year's budget for 2016 at \$696,600.00 plus GST.

It was resolved that any adjustment levy (the difference between the previous year's levy and the current new approved budget levy) is raised and due payable within the next quarter of levies that are issued.

It is resolved the balance of fees are raised in equal amounts over the remaining financial year.

#### **ADMINISTRATION FUND - continued**

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

#### **11 FINANCIAL AUDIT**

It was resolved the Owners Corporation appoint an external auditor to audit the Owners Corporation accounts for the financial period 1 October 2016 - 30 September 2017.

It was raised for committee consideration that the next audit is completed before the next Annual General Meeting.

#### **12 DEBT RECOVERY**

It was resolved the committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relations to any necessary debt recovery action taken.

It was resolved the manager arrange for the issue of legal proceedings at VCAT or a competent court of jurisdiction against the owners of lot(s) with arrears and for all collection costs to be levied to those lots.

#### **13 PENALTY INTEREST**

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

#### **14 COMMITTEE**

In accordance with section 100 of the Owners Corporation Act 2006, members resolved to appoint the following committee members, as per voting ballot:

Michelle Cooper representing lot 107  
Steve Symons representing lot 130  
Belinda Huxhagen representing lot 318  
Jacob Beard representing lot 722  
Ian Moore representing lot 1030  
Mark Evans representing lot 1941  
Andrew Duggan representing lot 2005  
Joanne Harris representing lot 2816  
Simone Hall representing lot 2832  
Mitchell Trounce representing lot 3018  
Nichole Chambers representing lot 1814  
Beryl McMillan representing lot 1015

It was resolved to invite a Club Armstrong nominee staff member to attend committee meetings.

#### **15 GRIEVANCE COMMITTEE**

It was resolved members of the Owners Corporation committee form the grievance committee, with at least three members to be available as the need arises to resolve any disputes which may arise in accordance with the Registered Rules to the Owners Corporations Regulations 2007, Division 10 of the Owners Corporations Act 2006 and Design Guidelines of the Estate.

#### **16 COMMITTEE DELEGATION**

It was resolved in accordance with section 11 (a) of the Owners Corporation Act 2006, to affix the common seal on the Instrument of Delegation, delegating powers and functions to the Owners Corporation Committee, to ensure the efficient operation of the Owners Corporation PS709524N.

Note: Powers and functions that require a unanimous or special resolution of the Owners Corporation cannot be delegated under section 11.

#### **17 ESSENTIAL SAFETY MEASURES**

It was resolved the Owners Corporation will conduct its mandatory responsibility to maintain common property in accordance with the Victorian Building Regulations and OH&S Act to adhere to annual Australian Essential Services Maintenance reports, safety and risk management.

**GENERAL  
BUSINESS****Parks**

Members are interested in knowing the process of the Developer Villawood handover of parks to the council.

**Café**

Armstrong Creek Developments delivers the whole project and hold the lease of the café, with the view to transfer the lease to another entity in future. The Villawood representative confirmed there is a rent free period.

Villawood mentioned that in the future, shops will also be opened within the Estate.

**Sales Office within Club Armstrong**

There is a lease in place for this room space. When the lease ceases it will be handed back to the Owners Corporation for use.

**Self-locking Centre**

It was mentioned that Club Armstrong was said to be self-locking at night, to alleviate the need for night security. The committee to address on behalf of the Owners Corporation.

**Pool**

Members raised concern regarding the pool not enclosed. The Owners Corporation to consider closure with a cover, to keep the heat in. It was noted that an architect's advice on this has already been sought.

The smaller pool has a ledge which may be a safety concern if children fall off the ledge.

**Communications**

More communication was requested regarding community initiatives at Club Armstrong. Please continue to refer to the Club Armstrong website <https://armstronglife.com.au>

**Late Payments**

Swipe pass access to Club Armstrong is deactivated if your owners corporation fees are not paid by the due date. Upon payment of fees, notify Engine at [estates@enginepropertygroup.com.au](mailto:estates@enginepropertygroup.com.au) for swipe re-activation.

**CLOSURE:** With no further business the meeting concluded at 08:41 PM.

**Approved Budget  
to apply from 01/10/2017**

Owners Corporation 709524N

Armstrong, 1/101 Unity Drive, MOUNT DUNEED VIC  
3217

**Administrative Fund**

	<b>Approved budget</b>
<b>Revenue</b>	
Levies Due—Admin	696,600.00
<i>Total revenue</i>	<u>696,600.00</u>
<b>Less expenses</b>	
Admin- Telephone/Internet	2,500.00
Admin—Accounting	300.00
Admin—Admin Fees	22,182.00
Admin—Auditors—Audit Services	2,500.00
Admin—Bank Charges	100.00
Admin—BAS Preparation	1,000.00
Admin—Community Initiatives	45,000.00
Admin—Consultants	1,000.00
Admin—Management Fees—Standard	119,700.00
Admin—Office Supplies	5,000.00
Admin—Software	120.00
Insurance—Premiums	15,500.00
Maint Bldg—Cleaning—Function room	500.00
Maint Bldg—Cleaning—Materials	4,500.00
Maint Bldg—Essential Safety Measure Task	3,000.00
Maint Bldg—Gym Contract/Agreement	100,000.00
Maint Bldg—Leisure Centre Garden Maintenance	20,000.00
Maint Bldg—Leisure Centre Management	295,000.00
Maint Bldg—Lift—Maintenance Contract	1,800.00
Maint Bldg—Locks, Keys & Card Keys	500.00
Maint Bldg—Pest/Vermin Control	2,000.00
Maint Bldg—Repairs & Maintenance	15,000.00
Maint Bldg—Sanitary Services	2,000.00
Maint Bldg—Security Patrols	25,000.00
Maint Bldg—TV—Foxtel	1,100.00
Maint Grounds—Pool	27,000.00
Sundry Expenses	4,000.00
Utility—Council Rates	30,000.00
Utility—Electricity	50,000.00
Utility—Gas	45,000.00
Utility—Waste Management	5,000.00
Utility—Water & Sewerage	9,000.00
<i>Total expenses</i>	<u>855,302.00</u>
<b>Surplus/Deficit</b>	<u>(158,702.00)</u>

**Administrative Fund**

	<b>Approved budget</b>
Opening balance	(17,864.11)
<b>Closing balance</b>	<u><u>-\$176,566.11</u></u>
Total units of entitlement	94400
Levy contribution per unit entitlement	\$8.12
Budgeted standard levy revenue	696,600.00
Add GST	69,660.00
Amount to raise in levies including GST	<u>\$766,260.00</u>





Policy No: CAC0000317  
Period of Insurance:  
From: 01/12/17  
To: 01/12/18 at 4.00 pm

**The Insured & Situation:**  
Owners Corporation Plan No. PS - 709524N  
CNR UNITY DRIVE AND ARMSTRONG  
CREEK  
MOUNT DUNEED  
VIC 3217

### Certificate of Currency - Tax Invoice

POLICY PERIOD 01/12/17 TO 01/12/18		Sum Insured
POLICY 1	COMMUNITY PROPERTY	6,100,000
	COMMUNITY PROPERTY (Community Income)	915,000
	COMMUNITY PROPERTY (Common Area Contents)	61,000
	Sports Playing Field	Not selected
	Extra Expenses	Not selected
POLICY 2	PUBLIC OR LEGAL LIABILITY	20,000,000
POLICY 3	VOLUNTARY WORKERS	200,000/2,000
POLICY 4	WORKERS COMPENSATION (NSW, ACT, TAS & WA ONLY)	Not selected
POLICY 5	FIDELITY GUARANTEE	100,000
POLICY 6	OFFICE BEARER'S LEGAL LIABILITY	2,000,000
POLICY 7	MACHINERY BREAKDOWN	100,000
POLICY 8	CATASTROPHE (COMMUNITY ASSOCIATION)	Not selected
	Extended cover - Community Income/Temp Accommodation/Storage	Not selected
POLICY 9	Government Audit Costs	25,000
	Appeal expenses - common property health & safety breaches	100,000
	Legal Defence Expenses	50,000
	FLOOD	Not selected

Lot Type: Body Corporate/Subdivision

Date of Issue: 08/12/17  
Issue Fee Incl GST: 0.00  
Issue Fee GST: 0.00

This certificate confirms that on the date of issue noted above, a policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

CHU Underwriting Agencies Pty Ltd is an underwriting intermediary acting on behalf of the Insurers.

Our Ref: 16035238

New South Wales/ACT  
1 Northciff Street  
Milsons Point 2061  
PO Box 507, Milsons Pt 1565  
Phone: 1300 361 263  
Fax: 1300 381 269  
info\_nsw@chu.com.au

Victoria / Tasmania  
Level 21, 150 Lonsdale Street  
Melbourne 3000  
GPO Box 3208, Melbourne 3001  
Phone: 03 8695 4000  
Fax: 03 9620 1868  
Tasmania Ph: 1800 650 603  
info\_vic@chu.com.au

Queensland  
Level 13, King George Central  
145 Ann Street, Brisbane 4000  
GPO Box 705, Brisbane 4001  
Phone: 07 3135 7900  
Fax: 07 3135 7901  
info\_qld@chu.com.au

Western Australia  
Level 15, QBE House  
200 St Georges Terrace  
Perth 6000  
Phone: 08 9466 8600  
Fax: 08 9466 8601  
info\_wa@chu.com.au

South Australia  
Ground Floor  
208 Greenhill Road  
Eastwood 5063  
Phone: 08 8394 0444  
Fax: 08 8394 0445  
info\_sa@chu.com.au

<b>Facilitator:</b>	Facility Management 1	<b>Time:</b> 6.00PM
<b>Contact:</b>	Club Armstrong – Centre Management	<b>Location:</b> Club Armstrong – Function Room
<b>Attendees:</b>	All Lot Owners	
<b>Objective:</b>	AGM	

<b>Topic</b>	<b>Essential Service Maintenance &amp; Preventative Maintenance</b>
<b>Discussion</b>	<p>Facility Management 1 (FM1) can report that the building is being maintained to the required standard and in accordance to the Building Code of Australia (BCA) and Australian Standard (AS).</p> <p>The Building has requirements under its Occupancy Certificate to carry out scheduled maintenance to ensure compliance.</p>

<b>Topic</b>	<b>Centre Management Role &amp; Responsibilities</b>
<b>Discussion</b>	<p>The aim of the Centre Management is to ensure all of the facility is safe, secure &amp; compliant. It is to ensure that residents and their guests feel safe and secure. The Centre Management Team completes daily weekly &amp; or monthly checks to ensure service contractors are completing routine tasks correctly.</p> <p>They also complete daily audits of the site encompassing all Common Areas. Multiple pool chemical tests are performed as part of the normal duties.</p> <p>As part of the rôle as Centre Management, there is an obligation to ensure that the Building's largest owner, Villawood are supported and full assistance offered when required.</p> <p>In addition to the Manager being on call for emergencies, GMS Security has been engaged to respond to call outs. Remote Security monitoring ensure that the club is constantly monitored for security purposes.</p>

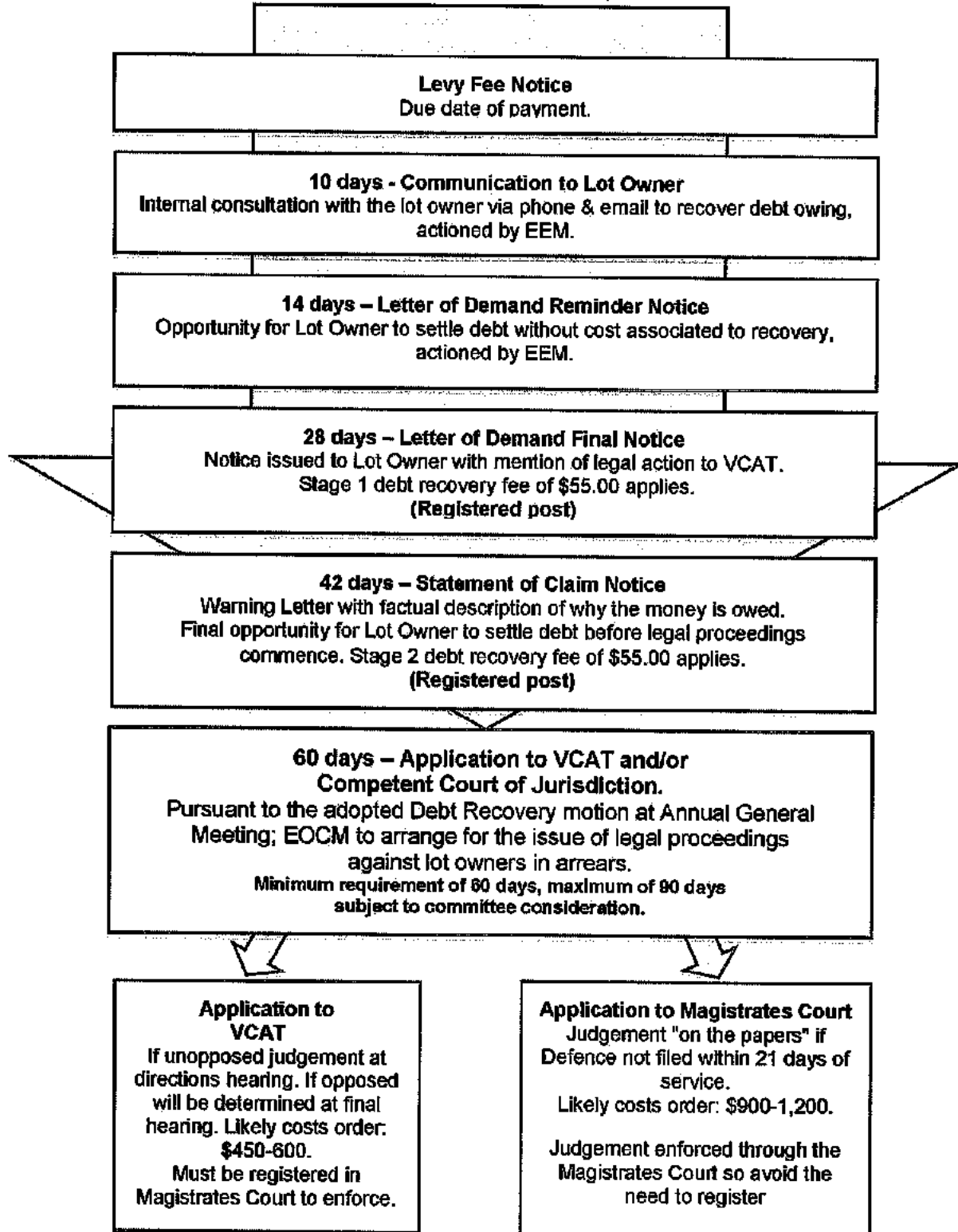
<b>Community Development Officer (CDO) Role &amp; Responsibilities</b>	
Description	<p>The Role of CDO is an exciting new innovation/role taken on by Estates to help in activating the club.</p> <ol style="list-style-type: none"> <li>1. To manage and coordinate community events and activities;</li> <li>2. To work in partnership with the local community to support neighbourhood and family networks, to facilitate local participation and access to facilities and services;</li> <li>3. To encourage local creativity, vibrancy and diversity;</li> <li>4. To work with community services and other local Council staff to achieve community development outcomes;</li> </ol>

<b>Occupiers &amp; Lot Owners Responsibilities</b>	
Description	<p>Occupiers must comply with the Owners Corporation Act and the ratified rules of the Owners Corporation.</p> <p>A lot owner must not use or neglect common property or permits it to be used, or neglected in a manner that is likely to cause damage or deterioration. An owner must properly maintain in a state of good order &amp; serviceable repair any part of that lot.</p> <p>Lot Owners must ensure that they are aware of and abiding by the Design Guidelines -- as set by the Developer and are abiding by the Owners Corporation Rules.</p> <p>The breach process ensures that all Lot Owners are helping to maintain the vision and standard of the Owners Corporation.</p>

Works Completed OR In Progress December 2017- January 2018			
	Description	Plan/Task/Action	Progress
	Communication: Important Phone numbers magnetic Post Cards	▪ Design and distribution	NEAR COMPLETION FOR ESTABLISHED STREETS
	Breach Process	▪ Lot Breach process has begun	ON GOING
	TV for function room	▪ AWAITING QUOTES	IN PROGRESS
	Amended opening times	▪ LUX LIGHT TEST TO BE CONDUCTED	IN PROGRESS
	Pool Lights (summer period timing) readjusted	▪ Lights adjusted by sparky for summer period	DONE
	WIFI for facility	▪ Quotes being collected	IN PROGRESS
	Gym Equipment	▪ Life Time fitness has maintained equipment 16/1/18	DONE
	Weather Station – Will (Villawood)	▪ Linking to website for live weather updates	IN PROGRESS
	Foyer TV	▪ To show current events and what's up calendar	IN PROGRESS

## Debt Recovery Procedure

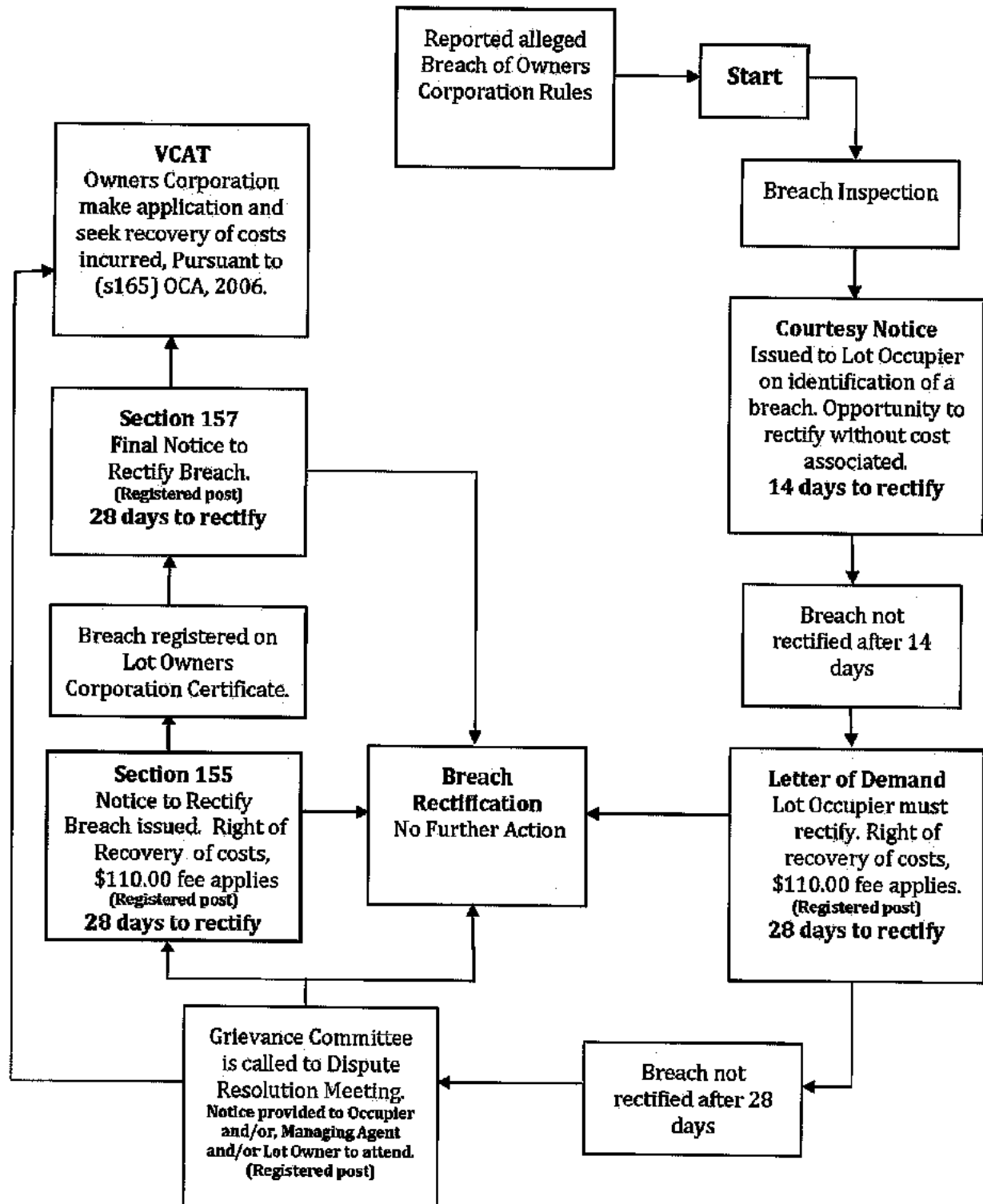
Lot Owners have a responsibility to ensure contributions are paid on time. If you cannot make payment on time penalty and debt recovery fees will apply, pursuant with the Owners Corporation Act, 2006 Section 30, 31 and 32,



## Owners Corporation Breach Procedure

### When can a Breach Notice be Issued to a Lot Occupier

A Lot Owner, Occupier or Manager can make a complaint to the Owners Corporation about an alleged breach of the Owners Corporation Rules, or it may otherwise come to the attention of the Owners Corporation that a breach has occurred.



Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## OWNER UPDATE FORM

Please complete all fields marked with\*. Please email the completed form to [reception@enginepropertygroup.com.au](mailto:reception@enginepropertygroup.com.au) or send to this office by post to: Engine Property Group Pty Ltd, PO Box 589, EAST MELBOURNE VIC 8002

PROPERTY DETAILS			
Plan of Subdivision: PS 709524N	Lot Number:		
Property Address:			
OWNER DETAILS			
*Owner Name/s:			
*Owner Address			
*Contact Phone:		*Mobile:	
*Email:			
MANAGING AGENT DETAILS (IF APPLICABLE)			
*Company:			
*Address:			
*Contact Phone:		*Mobile:	
*Email:			
IMPORTANT NOTE			
<p><b>Charges will apply for all international postage from 1<sup>st</sup> May 2017. These charges will be levied back to the lot owner. Overseas mail will incur a minimum of \$15.00 postage fee. This fee applies to each and every letter issued to an international postal address. If you do not wish to incur International Postal fee please provide an Australian Postal address and valid email address for ALL Levy and Delivery Notices.</b></p>			
LEVY & NOTICE DELIVERY			
PLEASE NOTE AT LEAST 1 OPTION FROM EACH COLUMN MUST BE SELECTED			
<b>FEE NOTICES SENT TO:</b>	<b>CORRESPONDENCE SENT TO:</b>		
<input type="checkbox"/> Owner via Post	<input type="checkbox"/> Owner via Post		
*Please provide Australian Postal address if above Post option has been selected:			
<input type="checkbox"/> Owner via Email	<input type="checkbox"/> Owner via Email		
<input type="checkbox"/> Agent via post	<input type="checkbox"/> Agent via post		
<input type="checkbox"/> Agent via Email	<input type="checkbox"/> Agent via Email		
OWNER AUTHORISATION			
<p>I/We as the owner/s of the above property give authority for Engine Property Group Pty Ltd to change my details to the above.</p>			
*Owner/s Signature:			

Engine Property Group Pty Ltd ABN 28 155 347 809

Suite 201, 126 Wellington Parade, PO Box 589, East Melbourne, Victoria 8002

T 1800 ENGINE, [reception@enginepropertygroup.com.au](mailto:reception@enginepropertygroup.com.au), [www.enginepropertygroup.com.au](http://www.enginepropertygroup.com.au)

Issued on behalf of the Insurers:  
QBE Insurance (Aust) Ltd ABN 78 009 191 035 8 Chifley Square Sydney NSW 2000 (AFS Licence No: 238545)



Policy No: CAC0000317  
Period of Insurance:  
From: 01/12/18  
To: 01/12/19 at 4.00 pm

The Insured & Situation:  
Owners Corporation Plan No. PS - 709524N  
CNR UNITY DRIVE AND ARMSTRONG  
CREEK  
MOUNT DUNEED  
VIC 3217

### Certificate of Currency - Tax Invoice

POLICY PERIOD 01/12/18 TO 01/12/19	Sum Insured
POLICY 1 COMMUNITY PROPERTY	6,225,000
COMMUNITY PROPERTY (Community Income)	933,750
COMMUNITY PROPERTY (Common Area Contents)	66,045
Sports Playing Field	Not selected
Extra Expenses	Not selected
POLICY 2 LIABILITY TO OTHERS	Limit of Liability - 20,000,000
POLICY 3 VOLUNTARY WORKERS - Refer to Table of Benefits	200,000/2,000
POLICY 4 WORKERS COMPENSATION (ACT, TAS & WA ONLY)	Not selected
POLICY 5 FIDELITY GUARANTEE	100,000
POLICY 6 OFFICE BEARER'S LEGAL LIABILITY	Limit of Liability - 2,000,000
POLICY 7 MACHINERY BREAKDOWN	100,000
POLICY 8 CATASTROPHE (COMMUNITY ASSOCIATION)	Not selected
Extended cover - Community Income/Temp Accommodation/Storage	Not selected
POLICY 9 PART A - Government Audit Costs	25,000
PART B - Appeal Expenses - common property health & safety breaches	100,000
PART C - Legal Defence Expenses	50,000
FLOOD	Not selected

Lot Type: Body Corporate/Subdivision

Date of Issue: 10/12/18  
Issue Fee Incl GST: 0.00  
Issue Fee GST: 0.00

This certificate confirms that on the date of issue noted above, a policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

CHU Underwriting Agencies Pty Ltd is an underwriting intermediary acting on behalf of the insurers.

Our Ref: 16035230

New South Wales/ACT  
1 Northcliff Street  
Milsons Point 2061  
PO Box 507, Milsons Pt  
1365  
Phone: 1300 361 263  
Fax: 1300 361 268  
info\_nsw@chu.com.au

Victoria / Tasmania  
Level 21, 150 Lonsdale Street  
Melbourne 3000  
GPO Box 3208, Melbourne 3001  
Phone: 03 8695 4000  
Fax: 03 9620 1969  
info\_vic@chu.com.au

Queensland  
Level 13, King George Central  
145 Ann Street, Brisbane 4000  
GPO Box 705, Brisbane 4001  
Phone: 07 3135 7900  
Fax: 07 3135 7901  
info\_qld@chu.com.au

Western Australia  
Level 4, 55 St Georges Terrace  
Perth 6000  
PO Box 5721, Perth 6831  
Phone: 08 9466 8600  
Fax: 08 9466 8601  
info\_wa@chu.com.au

South Australia  
Ground Floor  
208 Greenhill Road  
Eastwood 5063  
Phone: 08 8394 0444  
Fax: 08 8394 0445  
info\_sa@chu.com.au



## Owners Corporation Rules

for

**Owners Corporation No. 1 Plan of Subdivision  
709524N**

**HWL  
EBSWORTH**  
LAWYERS

Level 26  
530 Collins Street  
MELBOURNE VIC 3000  
DX 564 MELBOURNE  
ABN 37 246 549 189  
Tel: (03) 8644 3500  
Fax: 1300 365 323

[www.hwlebsworth.com.au](http://www.hwlebsworth.com.au)  
Ref: TMG:JH:296366

## Owners Corporation Rules

### 1. Interpretation

---

To ensure that all Owners of lots and Occupiers of Lots have the right to use the Recreational Facilities within the Development and to maintain the quality of the Development these Rules are therefore to be interpreted having regard to the following objectives of the Developer:

#### 1.1 Design Guidelines

Ensuring compliance with the Design Guidelines, attached hereto

#### 1.2 Landscaping

Maintaining and enhancing all landscaping for which the Owners Corporation is responsible;

#### 1.3 Recreational Facilities

Maintaining and enhancing the Recreational Facilities and other amenities for the benefit of all Owners of lots and Occupiers; and

#### 1.4 Provision of Services

Ensuring the Owners Corporation has the ability to provide services to its members which are consistent with the quality and intent of the Development.

### 2. Definitions

---

2.1 In these Rules unless the context otherwise requires the following definitions apply:

**OCA** means the Owners Corporations Act 2006 as may be amended from time to time.

**OC Regulations** means any regulations made under the OCA.

**Common Property** means that part of the Land shown in the Plan as Common Property and includes any area of the Land that shall become Common Property upon the registration of any future stage of the Plan.

**Date of Completion of the Development** means the date of settlement of the sale of the last Lot or other land in the Development of which the Owner is registered as the proprietor of a Lot.

**Design Guidelines** means the Armstrong – Mt Duneed Design Guidelines as amended from time to time.

**Design Assessment Panel** means the committee established as provided for in the Design Guidelines.

**Developer** means Armstrong Creek Developments Pty Ltd which has entered or will enter arrangements with the Owner by which the Developer will undertake Works on Lots S5 and S6 or such other parcel of land in the Plan as is permitted by these Rules, and any Development Agreement or Lease in favour of the Developer in the Plan including but not limited to the construction of Recreational Facilities.

**Development** means the development known as "Armstrong – Mt Duneed" from time to time.

**Land** means the whole of the land described in the Plan.

**Lot** means any Lot on the Plan.

**Owner** means Whites Road Pty Ltd of 141 View Street, Bendigo, 3550.

**Owners of Lots** means the registered proprietors of Lots on the Plan save and except for the Owner.

**Occupier** means the occupier from time to time of a Lot.

**Owners Corporation** means the Owners Corporation created upon registration of the Plan or if more than one, the unlimited Owners Corporation created by the Plan.

**Owners Corporation Manager** means the person for the time being appointed by the Owners Corporation as the manager of the Owners Corporation.

**Plan** means Plan of Subdivision 709524N which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into the Plan.

**Recreational Facilities** means the "recreational facilities" to be erected by the Developer on the Recreational Facilities Area for the use of all Owners of lots.

**Recreational Facilities Area** means the area being Common Property on which the Recreational Facilities are proposed to be constructed.

**Residence** means one permanent non-transportable private residence.

**Settlement Date** means the date of transfer of any Lot to Owners of lots.

**VCAT** means the Victorian Civil & Administrative Tribunal established under the Victorian Civil and Administrative Tribunal Act 1998.

**Works** means the works set out in Rule 4 of these Rules.

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

### **3. Use of Lots - Owner**

---

#### **3.1 Display Lots**

The Owner may:

- (a) use Lots or any part of Common Property for display purposes including a sale office and car parking;
- (b) allow prospective purchasers of any Lot to inspect any display Lot; and
- (c) use any signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

#### **3.2 Development Rights**

Notwithstanding any other rule, the Owner:

- (a) is entitled to progressively develop staged Lots as set out in the Plan;

- (b) is entitled to incorporate further land into the Plan, to become part of the Development;
- (c) need not comply with any rule:
  - (i) which is inconsistent with or limits a right under these rules; or
  - (ii) the application of which, in the Owner's opinion, is inappropriate to the development of a Lot while that Lot remains undeveloped or during its development; or
  - (iii) is inconsistent with or limits a right under the Development Agreement.

### 3.3 Common Property

The Owner is permitted to use and develop the Common Property for the purpose of developing the Land and in particular for the construction of the Recreational Facilities and the Works.

## 4. Use of Lots - Developer

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### 4.1 Display Lots

The Developer may:

- (a) use Lots or any part of Common Property for display purposes including a sale office and car parking;
- (b) allow prospective purchasers of any Lot to inspect any display Lot; and
- (c) use any signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

### 4.2 Development Rights

Notwithstanding any other rule, the Developer:

- (a) is entitled to progressively develop staged Lots as set out in the Plan;
- (b) is entitled to incorporate further land into the Plan, to become part of the Development;
- (c) need not comply with any rule:
  - (i) which is inconsistent with or limits a right under these rules; or
  - (ii) the application of which, in the Developer's opinion, is inappropriate to the development of a Lot while that Lot remains undeveloped or during its development; or
  - (iii) is inconsistent with or limits a right under the Lease of Common Property.

### 4.3 Common Property

The Developer is permitted to use and develop the Common Property for the purpose of developing the Land and in particular for the construction of the Recreational Facilities and the Works.

**5. Development and Maintenance of a Lot**

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All Owners of lots and Occupiers must do the following on each Lot:

**5.1 Design Guidelines**

Must comply with the Design Guidelines attached hereto and marked with the letter "A" as amended from time to time.

**5.2 Appearance of Residence**

Must install permanent window furnishings within three months of the issue of an Occupancy Permit for the construction of the Residence and ensure the Residence is kept clean and maintained in good repair including (without limitation) all fences, walls, windows, gates, sidewalks, walkways and driveways within a Lot.

**5.3 Driveway**

Must construct a driveway leading from the Residence to the road prior to the occupation of the Residence by Owners of lots or any Occupier as set out in the Design Guidelines.

**5.4 Fencing**

Must erect fencing around the Lot subject to and in compliance with these Rules and the Design Guidelines within three months after the issue of an Occupancy Permit for the construction of the Residence.

**5.5 Upkeep of Yard Areas**

Must maintain and keep tidy the front, side and rear gardens and other surrounds of the Lot to the standard of a first class residential development and as determined by the Owners Corporation from time to time.

**5.6 Nature Strip**

Must maintain and keep tidy any nature strip adjoining the Lot.

**5.7 Rubbish disposal**

Must conceal all rubbish bins from public view except on the days and during the times designated for rubbish disposal.

**5.8 Vermin**

Must take all practicable steps to prevent infestation of the Lot by vermin or insects.

**5.9 General Appearance of Property**

Must keep the Lot free of rubbish, debris or any other item save and except for items which might ordinarily be found in domestic suburban gardens.

**5.10 Insurance**

Must ensure that any improvements, including the Residence, constructed on the Lot are insured for full replacement value as well as in accordance with all requirements of the OCA and OC Regulations.

**5.11 Rectification of Non-Compliances**

Must rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on Owners of lots by the Developer or the Owners Corporation until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate or agent.

**5.12 Cease Construction on Demand**

Must cease construction of works on a Lot if required by notice in writing served by the Developer until the Date of Completion of the Development or by the Owners Corporation or its delegate pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot.

**5.13 Enforcements Costs**

Must pay all costs incurred by the Developer and/or the Owners Corporation in respect of the enforcement of these Rules or the Design Guidelines in respect of Owners' Lots.

**6. Amenity Controls**

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All Owners of lots must not and must ensure that any Occupier, guest or invitee of a Lot or to a Lot does not and the Occupier must not do any of the following:

**6.1 No Breach**

Must not breach any provisions of the Design Guidelines, whether on Common Property, a Lot or in the vicinity of a Lot.

**6.2 No Alterations**

Must not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot.

**6.3 No Interference with Cabling**

Must not do any act or thing or allow any act or thing to be done to the Lot or Common Property that may in any way damage or interfere with the use of cabling and ancillary equipment ("the electronic cabling") installed or to be installed by the Developer and/or any electrical or power supplier on the Land in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer and/or any electrical or power supplier.

**6.4 Use of Lot**

Must not use or permit a Lot affected by the Owners Corporation or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Land or the Development or which may cause a nuisance or hazard to other Owners of lots or Occupiers or the visitors of any Owners of lots or Occupiers.

**6.5 Garage**

Must not use the garage in a Lot for any purpose other than as a garage for the vehicles and for general storage purposes unless the garage in a Lot is used as an office in a display home in a display village but then only so long as the Lot is used for display purposes.

**6.6 Restrictions on car parking**

(a) Commercial vehicles etc.

- (i) Must not park or allow to be parked on a Lot or any road, reserve or any other land in the vicinity of a Lot any commercial vehicle (including but not limited to trucks, and utilities) in excess of one tonne.
  - (ii) Must not park or allow to be parked on a Lot or any road, reserve or any other land in the vicinity of a Lot any commercial vehicle (including but not limited to trucks, and utilities) of less than one tonne, any caravans, trailers, boats or any mobile machinery unless they are housed or contained wholly within a garage on a Lot or parked in the driveway on a Lot and screened from public view.
- (b) All vehicles
- (i) Must not park or allow any vehicle to be parked on the front lawn of a Lot or the nature strip adjoining a Lot.
- (c) Vehicles on Common Property
- (i) 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 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.

**6.7 No Vehicle Repairs**

Must not carry out or cause to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs, maintenance or restoration of vehicles.

**6.8 Signs and Advertising**

Must not erect or display any sign, hoarding or advertising including but not limited to a "For Sale" sign unless:

- (a) The sign is a "home for sale" sign on a Lot not being a vacant Lot erected or displayed after completion of construction of a dwelling.
- (b) The sign is a builder's sign not exceeding 600 mm<sup>2</sup> x 600mm<sup>2</sup> and any such builder's sign may be erected or displayed during construction only and must be removed on completion of the building works.

**6.9 Fencing**

- (a) Must not construct any fence that does not comply with the Design Guidelines.
- (b) Must not alter or remove any fence without the approval of the Owners Corporation.
- (c) Must not allow any fence to fall into a state of disrepair.
- (d) Must not claim any cost of maintenance of or repairs to the fence from the Owner if the Owner is the registered proprietor of an adjoining Lot.
- (e) Must not repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof.

**6.10 Insurance Premiums**

Must not do or permit anything to be done which may void, vitiate, invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation.

**6.11 No Damage to Common Property**

Must not:

- (a) damage or alter the Common Property;
- (b) mark, paint or otherwise damage or deface any structure that form part of the Common Property.

**6.12 No Interference with Common Property**

Must not use the Common Property or permit the Common Property to be used in such a way as to unreasonably interfere with or prevent it being used by other Owners of lots or Occupiers or their visitors.

**6.13 Articles on Common Property**

Must not without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

**6.14 No Storage on Common Property**

Must not store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that consent.

**6.15 Not cause a danger**

Must not keep the Lot in a manner which is dangerous or likely to cause danger to life or property or the reputation of the Land.

**6.16 Noise**

Must not by himself or herself or by allowing any other person in a Lot or on Common Property:

- (a) carry on a noxious or offensive activity; or
- (b) make or allow noise in a Lot or on Common Property that will interfere with the enjoyment of a Lot or the Common Property by any other person entitled to use or enjoy a Lot or Common Property.

**6.17 Behaviour**

Must not be on Common Property, or on any part of a Lot so as to be visible from another Lot or Common Property, unless fully clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Owners of lots, Occupiers or any person lawfully using the Common Property.



**6.18 Pets and Animals**

- (a) Must not allow animals, except common household pets, in a Lot and the behaviour of pets in a Lot must be controlled so that it does not interfere with the enjoyment of a Lot by others.
- (b) A person must not have more than two animals in a Lot.
- (c) Dogs are not allowed on the Common Property except if on a leash or if carried.
- (d) All Owners of lots or Occupiers who keep and maintain a pet will be liable for any and all action by the pet whether or not the Owners of lots or Occupiers had knowledge, notice or forewarning of the likelihood of such action.
- (e) If any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the Owners of lots or Occupiers do not prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot. The Owners of lots or Occupiers must remove the animal from the Lot immediately upon receipt of the notice from the Owners Corporation.

**6.19 No Trade or Business**

Owners of lots or Occupiers must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless:

- (a) the Planning Scheme governing the use of that Lot permits the trade or business to be carried on from that Lot; and
- (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with

however, if the trade or business can be carried on, and is carried on, without causing undue nuisance to other Owners of lots and Occupiers the Owners Corporation may at its sole discretion authorise in writing the carrying on of such trade or business.

**7. Builders' Site Refuse Guidelines**

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- 7.1 All Members have an obligation to keep the entire Development tidy.
- 7.2 The litter refuse system used by a Member must adhere to good practice for the recycling of refuse materials and be coordinated with the refuse disposal arrangements adopted from time to time by the local municipal council.
- 7.3 Each Member during the construction phase of a Residence on a Lot must inform the builder of the contents of these Builders' Site Refuse Guidelines.
- 7.4 All building materials and fittings must be stored within the property boundaries of a Lot at all material times. No building materials are permitted to be stored on the nature strip of a Lot.
- 7.5 Builders must ensure that fencing is provided around the entire perimeter of the Lot from the commencement, and for the duration of, building works. The fence shall:
  - (a) be at a height of not less than 1.5m;
  - (b) be capable of preventing litter from being transported from a building site by wind; and
  - (c) have not more than one access opening fitted with gates, which is located to correspond with the vehicle crossing referable to the Lot.

- 7.6 Builders must provide a lockable 2 metre square bin on the Lot for the storage of all site refuse generated by the Lot and keep all of the site refuse within the bin. Builders must ensure all records supplied (Waste Audit) by the skip providers are submitted to the site and project managers or if not applicable the Owners Corporation and must at a minimum they meet the 60% waste recovery targets. Licensed skip providers in the area include:
- (a) Transpacific (Cleanaway) - 13 13 39
  - (b) AJ's Totally Wasted Bin Hire - 0409 861 039
  - (c) Mobile Skips - 1300 675 477
  - (d) Eco Waste Services - 0404 094 346
  - (e) Angus Bin Hire - 0417 386 742
  - (f) Sita Environmental Solutions (03) 5277 9050 (Free waste Audit)
- 7.7 Builders should aim to source products and goods locally where possible.
- 7.8 Builders should source products they know to have minimal packaging or will return packaging to the supplier. e.g. timber pallets, large plastic containers, large timber or plastic spools.
- 7.9 All Vegetative debris must be recycled onsite in accordance with the Construction Environmental Management Plan.
- 7.10 Builders must ensure that 60% of demolition, land clearing and construction waste is reused or recycled.
- 7.11 Waste Resource Recovery Centres in the area include:
- (a) Drysdale Resource Recovery Centre - (03) 5251 2935 - Becks Road, Drysdale
  - (b) Geelong Resource Recovery Centre - (03) 5272 2613 - 100 Dourou Street, North Geelong
  - (c) Drop off facility - Bernie Leen & Sons - (03) 5222 2675 - 9/15 Riversdale Rd, Newtown
- 7.12 Prior to commencing work builders must ensure that they have completed the site induction with waste minimisation techniques.
- 7.13 A Member and its builder must comply with any litter notice issued by or on behalf of the Owners Corporation specifying breaches of the Builders' Site Refuse Guidelines and rectify the specified breaches. If a Member fails to do so the Member and the Member's builder will be exposed to prosecution by the local municipal council under the Litter Control Act.
- 7.14 A Member or its builder must as soon as is reasonably practicable repair all damage that has been caused by the Member or its builder or any other person engaged on behalf of the Member to any part of Armstrong including but not limited to damage to landscaping, trees, nature strips, fencing, bollards, curbing, footpaths, roadways and all other improvements or infrastructure forming part of Armstrong.
- 7.15 In the event that Owners of lots fail to comply with this Rule or any notice served upon such Owners of lots by the Owners Corporation in accordance with this Rule 7, such Owners of lots irrevocably agree that:
- (a) the Owners Corporation or its authorised agent is entitled to enter upon the Lot and clean up the Lot in accordance with this Rule 7; and

- (b) the Owners Corporation is entitled to recover the entire cost of the cleaning up of the Lot from such Owners of lots on the basis that the cost is an Owners Corporation charge for which such Owners of lots solely benefit and are solely responsible for the payment of.

## **8. Owners Corporation – Provision of Services and Levies**

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All Owners of lots agree that:

### **8.1 Services:**

The Owners Corporation may provide the following services:

- (a) The operation of a security surveillance service.
- (b) The repair, maintenance and improvement of the Recreational Facilities.
- (c) Any other service or facility provided by the Owners Corporation for the benefit of Owners of lots and Occupiers which is consistent with the stated objectives of these Rules.
- (d) Any further or additional service in the furtherance of the development, the Design Guidelines and their objectives.

### **8.2 Cost**

The provision of the services set out at clause 8.1 hereof by the Owners Corporation will be paid for by all Owners of lots according to Lot liability as set out in the Schedule of Liabilities in the Plan.

### **8.3 Landscaping**

Subject to and in accordance with any agreement between the developer and council the Owners Corporation shall provide the service of repairing and maintaining of such landscaping within the Plan as the Owners Corporation is responsible for and the provision of that service will be paid for by all Owners of lots according to Lot liability as set out in the Schedule of Liabilities in the Plan.

### **8.4 Lease or Licence**

Until the Date of Completion of the Development the Developer may cause the Owners Corporation to or the Owners Corporation itself shall grant a lease or licence over the Common Property or part of it to any legal entity as it sees fit including without limitation a lease or licence enabling the legal entity to become responsible for the overall management of all community facilities within the Common Property.

## **9. Recreational Facilities**

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All Owners of lots and Occupiers must observe and comply with the following rules in relation to the Recreational Facilities and must ensure that any invitee does not use the Recreational Facilities except in accordance with the following rules or such other rules as determined pursuant to Rule 10:

### **9.1 Invitees to be accompanied**

Owners of lots and Occupier's Invitees must only use the Recreational Facilities if accompanied by Owners of lots or Occupiers; and Owners of lots and Occupiers must not have any more than two invitees at any one time.

**9.2 Alcohol**

Alcohol is not to be taken into or consumed around the Recreational Facilities without the prior written consent of the Owners Corporation.

**9.3 Smoking**

Smoking is not permitted inside or in the immediate vicinity the Recreational Facilities.

**9.4 Behaviour**

No Owners of lots, Occupiers, invitees or guests are permitted to behave in a manner in the vicinity of the Recreational Facilities which interferes with the use and enjoyment of those Recreational Facilities by any other person.

**9.5 Clothing**

Suitable clothing must be worn in the Recreational Facilities at all times.

**9.6 Risk**

All users of the Recreational Facilities do so at their own risk.

**9.7 Notification of Damage**

Owners of lots must promptly notify the Owners Corporation or the Owners Corporation Manager on becoming aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation.

**9.8 Compensation**

Owners of lots or Occupiers must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by those Owners of lots or Occupiers or their invitees.

**9.9 Obey Directions**

Owners of lots, Occupiers and invitees must obey any lawful direction given to them by the Owners Corporation, its delegate or agent.

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**10. Recreational Facilities Rules**

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**10.1 Additional Rules**

The Owners Corporation makes additional rules relating to the use of the Recreational Facilities Area which additional rules are attached hereto and marked with the letter "B" and may in the future make additional rules relating to the use of the Recreational Facilities Area on the condition that those rules are not inconsistent with these Rules.

**10.2 Breach**

A breach of any rules made by the Owners Corporation pursuant to Rule 10.1 will be deemed to be a breach of these Rules.

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**11. Non-Compliance**

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**11.1 Recovery of Costs**

If any Owners of lots or Occupiers have not complied with these Rules within 14 days after service of a notice by the Owners Corporation specifying any non-compliance, such Owners of lots, whether themselves or by their Occupiers, agree that:

- (a) The Owners Corporation, its employees, contractors, or agents is irrevocably permitted to enter the Lot and rectify the non-compliance.
- (b) The Owners of lots must pay to the Owners Corporation any charges levied against it in respect of the costs incurred by the Owners Corporation relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot.
- (c) Owners of lots must accept a certificate signed by the Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the non-compliance with these Rules.
- (d) Owners of lots must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* on the outstanding fees and charges until they are paid.
- (e) Any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.
- (f) Any costs incurred by the Owners Corporation relating to the non-compliance are costs incurred in the performance of a service to such Owners of lots.
- (g) 9.1.7 Nothing in rule 9.1 in any way derogates from Owners of lots' obligation to comply with Sections 48-50 inclusive and 128-137 inclusive of the OCA.

**11.2 Enforcement**

If Owners of lots have not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause, or within 7 days for breaches of Builders' Site Refuse Guidelines, the Owners Corporation may take action in a Court of competent jurisdiction to compel such Owners of lots to comply with these Rules.

**11.3 Recovery of Expenditure**

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by Owners of lots or Occupiers or invitees, guests, servants, employees, agents, children, or licensees of such Owners of lots or Occupiers or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt due in an action in VCAT or any court of competent jurisdiction from the Owners of lots who were the registered proprietors of the Lot at the time when the breach occurred.

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**12. GST**

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**12.1 Definition**

For the purposes of these Rules:

- (a) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature.
- (b) Primary Payment means any payment or consideration given by Owners of lots or Occupiers to the Owners Corporation for any levy or other money or consideration payable or to be given by Owners of lots or Occupiers to the Owners Corporation in connection with any supply of any goods and services.

**12.2 Payment**

If the Owners Corporation is liable by law for any GST on any Primary Payment, Owners of lots must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Owners of lots are required to pay the Primary Payment in respect of which the GST relates.

**13. Incorporation of OCA**

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To the extent permitted by Sections 138 and 140 and Schedule 1 of the OCA and at law the Owners Corporation adopts as rules the provisions of the OCA including but not limited to:

- (a) Sections 48-50 inclusive;
- (b) Section 117;
- (c) Section Part 7

and Section 32 of the Sale of Land Act 1962 and a breach of any such section shall constitute a breach of these rules.

**14. Dispute Resolution**

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- 14.1 The grievance procedure set out in this rule applies to dispute involving Owners of lots, the Owners Corporation Manager, Occupiers or the Owners Corporation.
- 14.2 The party making the complaint must prepare a written complaint in the approved form.
- 14.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 14.4 If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant.
- 14.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation (as the case may be) within 14 working days after the dispute comes to the attention of all the parties.
- 14.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 14.7 If the dispute is not resolved, the grievance committee or Owners Corporation (as the case may be) must notify each party of his or her right to take further action under Part 10 and/or Part 11 of the Act.

## SCHEDULE 1

### DESIGN ASSESSMENT PANEL

#### 15. Definitions

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In these additional Rules unless the context otherwise requires the following definitions apply:

**Applicant** in this Schedule 1 means Owners of lots who make an Application.

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

**Approve** or **Approval** means an approval in writing given by the Design Assessment Panel in respect of an Application which may or may not contain conditions.

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

#### 16. Design Assessment Panel

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##### 16.1 Establishment

The Developer has established and manages the Design Assessment Panel to administer the Design Guidelines up until the Date of Completion of the Development.

##### 16.2 Owners Corporation Role

From the Date of Completion of the Development the Owners Corporation must ensure that:

- (a) The Design Assessment Panel is constituted from time to time in accordance with this rule 16.
- (b) Meetings of the Design Assessment Panel are convened as required in order for the Design Assessment Panel to fulfil its functions as set out in this Schedule 1.
- (c) It acts as secretary of the Design Assessment Panel in receiving, reviewing and distributing all correspondence addressed or directed to the Design Assessment Panel.
- (d) It receives and accounts for all moneys payable in relation to Approvals and the functions of the Design Assessment Panel.

##### 16.3 Membership of the Design Assessment Panel

The Design Assessment Panel is to have three members appointed from time to time by the Owners Corporation for a term stipulated by the Owners Corporation at the time the appointment or appointments are made.

##### 16.4 Termination of Appointment

A person appointed to be a member of the Design Assessment Panel vacates office:

- (a) upon receipt by the Owners Corporation of notice in writing from that member of the resignation of that member;

- (b) if that member dies or becomes unfit to properly discharge his Design Assessment Panel duties; or
- (c) if the Owners Corporation determines that the appointment of that member is terminated.
- (d) The Owners Corporation will determine that the appointment of a member is terminated if that member is without prior leave granted by the Design Assessment Panel absent from two consecutive meetings of the Design Assessment Panel of which due notice has been given to that member.

## **17. Meeting of the Design Assessment Panel**

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### **17.1 Meeting**

The Design Assessment Panel constituted in accordance with Rule 16 is to meet in a way determined by the Design Assessment Panel and at whatever times are necessary to perform its duties, or as directed by the Owners Corporation.

### **17.2 Quorum**

Fifty (50) percent of the Design Assessment Panel Members are to constitute a quorum.

### **17.3 Chair**

The Chairman will be appointed by the members of the Design Assessment Panel. If the Chairman of the Design Assessment Panel is absent from a meeting, the people who are present at the meeting are to elect from their number a person to chair the meeting and a Chairman appointed by the Design Assessment Panel may be removed by the Design Assessment Panel by majority vote.

### **17.4 Voting**

Every question to be decided by the Design Assessment Panel is to be decided by a majority on a show of hands by members present at the meeting. In the case of an equality of votes the Chairman of the meeting is to be entitled to a second or casting vote.

### **17.5 Investigate**

The Design Assessment Panel may from time to time, by resolution in writing, designate one or more of its members to investigate or perform any duties for and on behalf of the Design Assessment Panel and report the findings of that member to the Design Assessment Panel. Recommendations are to be made by the Design Assessment Panel. The vote of a majority of the members of the Design Assessment Panel is to constitute an act of the Design Assessment Panel.

## **18. Powers and Functions of the Design Assessment Panel**

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### **18.1 Application**

- (a) The Design Assessment Panel is to assess all Applications for Approval having regard to the Design Guidelines.
- (b) After assessing an Application, the Design Assessment Panel must either Approve, Refuse or reserve its decision pending the provision of any further information that is requested in writing by the Design Assessment Panel to the Applicant.
- (c) In the case of Approval, the Design Assessment Panel may impose conditions that require:



- (i) changes to be made to the plans and specification;
- (ii) the proposed development to be undertaken within the reasonable time frame specified in the condition;
- (iii) the Applicant gives to the Design Assessment Panel a written undertaking not to cause unreasonable inconvenience to other residents; and
- (iv) to repair without delay any damage caused by the development.

**18.2 Services of Consultants**

The Design Assessment Panel may, at its discretion, retain the services of architects, engineers, landscape architects, town planners, urban designers, solicitors and other consultants to advise and assist it to perform its duties and functions.

**19. Works Carried out by the Applicant**

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**19.1 Development**

- (a) No Applicant may develop a Lot without Approval.
- (b) Development must be in accordance with the Approval.
- (c) Once an Applicant has commenced development, it must not alter the development without Approval.

**19.2 Application for Approval**

All applications and correspondence to the Design Assessment Panel must be in the form required by the Design Guidelines and directed as follows:

- (a) Before the Date of Completion of the Development to the Design Assessment Panel care of Stephan P Kosa, Kosa & Associates of PO Box 356, Mont Albert, Victoria 3127; or
- (b) After the Date of Completion of the Development to the Secretary of the Owners Corporation.

**19.3 Consultant's Costs**

- (a) The Design Assessment Panel may:
  - (i) determine that the Applicant is to pay the whole or part of the cost to the Design Assessment Panel of any consultant retained by the Design Assessment Panel to advise and assist the Design Assessment Panel to consider the Application ("Consultant's Costs"); and
  - (ii) require the Applicant to pay to the Owners Corporation a sum of money sufficient, in the estimation of the Design Assessment Panel to meet the liability of the Consultant's Costs.
- (b) The Design Assessment Panel is not obliged to consider the Application until payment by the Applicant to the Owners Corporation of all sums of money determined as payable under these Rules.

**19.4 Fees**

The Design Assessment Panel may from time to time determine administration fee or fees to be paid by a person making an Application. The Design Assessment Panel may determine different fees for different Applications depending on their nature and complexity. The Design Assessment Panel may also require the Applicant to pay a bond to which bond the Owners Corporation may have recourse in accordance with Rule 19.5(b) hereof.

**19.5 Certification**

- (a) An Applicant must prior to occupation and after the final Occupancy Permit is issued, apply to the Design Assessment Panel for a certificate that all development on the Applicant's Lot is complete in accordance with the Approval.
- (b) An Applicant must not take occupation of a Lot after development until the Design Assessment Panel has issued a certificate in accordance with Rule 19.5(a). Failure to comply with this Rule will entitle the Design Assessment Panel or the Owners Corporation to require that the bond be forfeited to the Owners Corporation.

**20. Proceeding with Works**

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**20.1 Carry Out Works**

Upon receipt of Approval from the Design Assessment Panel the Applicant is, as soon as practicable, to satisfy all conditions of that Approval and diligently proceed with the development of a Lot in accordance with the requirements of all authorities having jurisdiction over the development. Commencement is to occur in all cases within six (6) months from the date of approval by the Design Assessment Panel and completion within six (6) months from commencement.

**20.2 Failure to Comply**

If the Applicant fails to comply with this Rule, any Approval given is to be deemed revoked unless the Design Assessment Panel, upon written request by the Applicant made prior to the expiration of the six (6) month period from commencement, extends the time for commencement of the development of the Lot.

**20.3 Development of Lot to be Completed in Accordance with Application**

The Applicant is to complete the development of the Lot in accordance with the construction schedule set out in the Approval and in any event is to complete the works within one (1) month after the finish date specified in the Approval except and for so long as such completion is rendered impossible due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Applicant or would result in great hardship to the Applicant.

**20.4 Owners Corporation May Proceed**

If the Applicant fails to comply with this Rule, the Owners Corporation is to proceed in accordance with the provisions of Rule 21 as though the failure to complete the improvements were a non-compliance.

**21. Inspection and Correction of Works**

---

**21.1 Inspection**

Inspection of Lots after development and correction of defects is to proceed as follows:

- (a) Upon the completion of any development on a Lot requiring Approval under these Rules, the Applicant must as soon as possible give notice of completion to the Design Assessment Panel.
- (b) Within thirty (30) days of receipt of a notice of completion from the Applicant, the Design Assessment Panel must inspect the development and decide whether the development of the Lot is complete in accordance with the Approval.
- (c) If the Design Assessment Panel decides that the works are not in accordance with the Approval it is to notify the Applicant in writing of that non-compliance within that thirty (30) day period. The notice is to specify the particulars of non-compliance, and it is to require the Applicant to remedy them.
- (d) Notwithstanding the above the Design Assessment Panel may inspect the development on any Lot and decide whether the development of the Lot is in accordance with the Design Guidelines and if it decides that the works are not in accordance with the Design Guidelines issue a notice under Rule 21.1(c).

**21.2 Non-Compliance**

The Applicant must remedy all non-compliance notified to it by the Design Assessment Panel within thirty (30) days of receipt of the notice referred to in Rule 21.1(c) or such longer period as the Design Assessment Panel may specify in the notice.

**21.3 Remedy Non-Compliance**

If the Applicant does not comply with the notice as provided in Rule 21.2 the Design Assessment Panel may at the expense of the Applicant do whatever is necessary to remedy the non-compliance.

**22. Non Liability**

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**22.1 Owners Corporation Not Responsible**

No approval of plans and specifications by the Design Assessment Panel is to be construed as representing or implying that those plans and specifications will, if followed, result in properly designed improvements. Such approvals and guidelines are not to be construed as representing or guaranteeing that any improvement carried out in accordance with them will be built in a good and workmanlike manner. Neither the Owners Corporation nor the Design Assessment Panel is to be responsible or liable for any defects in any plans and specifications submitted, revised, amended or approved nor for any defects in construction undertaken pursuant to such plans and specifications.

**22.2 Not Responsible for Loss**

Neither the Design Assessment Panel nor any member of the Owners Corporation nor their duly authorised representative, is to be liable to any Applicant or any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Assessment Panel's duties under these Rules, unless due to the wilful misconduct or bad faith of the Design Assessment Panel.

**23. Variance of Works**

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The Design Assessment Panel may authorise in writing non-compliance with any of the provisions of these Rules including (without limitation) restrictions upon height, size, colour, materials and location of works if circumstances such as topography, natural obstructions, aesthetic or environmental considerations so dictate, except so far as provided by law. The granting of such an authority is not to operate to authorise non-compliance with these Rules for any purpose except as to the particular Lot and the particular rule exempted by the authority and only to the extent specified in the authority.

## **24. Monitoring of Compliance**

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### **24.1 Inspection**

The Design Assessment Panel or its agent is periodically to survey all Lots for compliance with these Rules and any Approval given.

### **24.2 Compliance**

The Design Assessment Panel is to inspect Lots undergoing development at completion and when satisfied that the conditions set out in the Approval have been met shall issue a certificate in accordance with Rule 19.5.

### **24.3 Reporting**

A person who considers that there has been a breach of an Approval or these Rules may report the alleged breach to the Design Assessment Panel in writing.

### **24.4 Investigations**

(a) The Design Assessment Panel is to appoint one of its members, or a Consultant appointed under Rule 18.2, to investigate any alleged breach which comes to its attention. If that Member or Consultant forms the opinion that there has been no breach the complainant is to be informed in writing.

(b) If that Member or Consultant forms the opinion that there has been a breach, the Owners Corporation may take whatever steps or action it determines as appropriate in order that any breach of these Rules is remedied.

### **24.5 Confidentiality**

The Design Assessment Panel and the Owners Corporation is to keep the name of the person responsible for the alleged breaches confidential until the breach or breaches have been established. In all cases the Owners Corporation and the Design Assessment Panel are to keep confidential the name of the complainant, except as required by law.

# ARMISTRONG

MT DUNED

## *Design* GUIDELINES

DESIGNS  
*to* SUIT  
YOUR LIFESTYLE

*Remarkable*  
BY NATURE



Image courtesy of Catalina Homes.



Selling Agent  
**OLIVER HUME**  
NEW COMMUNITIES  
11000 W. 10th Ave. Suite 100  
Denver, CO 80202



COMMUNITIES DESIGNED FOR LIVING

# CONTENTS

MESSAGE FROM VILLAWOOD .....	3
1.1 Operation of the Design Guidelines.....	4
1.2 Construction of your home .....	4
2. APPROVAL PROCESS .....	5
2.1 RE-SUBMISSION.....	5
2.2 APPROVAL.....	5
2.3 BUILDING PERMIT.....	5
2.4 CONSTRUCTION.....	6
3. SITING & ORIENTATION .....	7
3.1 Considerations.....	7
3.2 Land Use.....	7
3.3 House Orientation .....	7
3.4 DWELLING ARTICULATION.....	7
3.5 Building envelopes and setbacks .....	8
3.5 Building Height.....	10
3.6 Slope Considerations .....	10
3.7 Site Coverage.....	10
4. BUILT FORM .....	12
4.1 Architectural Style.....	12
4.2 Materials and Colours.....	12
4.3 Dwelling Size.....	13
4.4 Terrace and Duplex Style Dwellings .....	13
4.5 Two Storey Dwellings .....	13
4.6 Corner Allotments.....	14
4.7 Energy Efficiency .....	14
4.8 Roofs.....	14
4.9 Garages .....	14
4.10 Overshadowing .....	16
4.11 Privacy and Overlooking .....	16
5. EXTERNAL CONSIDERATIONS.....	17
5.1 Access and Driveways .....	17

5.2 Fences .....	17
5.3 Water Saving Initiatives.....	19
5.4 Letterboxes.....	20
5.5 General.....	20
5.6 Landscaping and Tree Protection.....	22
5.7 Construction Management.....	23
5.8 Broadband Network.....	23
6. NOTES AND DEFINITIONS.....	25
6.1 Notes on Restrictions.....	25
6.2 General Definitions.....	25
6.3 Additional Definitions.....	25
7. BUILDING ENVELOPES.....	27
8. BUILDING ENVELOPE PROFILES.....	28
9. CHECK LIST.....	29

## MESSAGE FROM VILLAWOOD

Welcome to Armstrong the newest in a long list of high quality developments by Villawood that will set a new benchmark for residential living in Geelong and the Bellarine Peninsula, delivering a place that is of superior quality in all aspects which residents are proud to call home.

The principal aim of these Design Guidelines ("Guidelines") is to create a coherent vision for the Armstrong community. Developed to enhance the lifestyle and investment of purchasers, the Guidelines are designed to ensure all homes at Armstrong are built to a high standard whilst encouraging a variety of housing styles which are in harmony with the streetscape. The Guidelines will assist in providing you with peace of mind that your investment will be enhanced in the future, guarding against inappropriate development that may detract from the attractiveness of the development.

Each individual house design should contribute to the surrounding environment and to the estate in a positive way. The Guidelines encourage home owners to construct innovative and appropriate designs that address sustainability issues and present a cohesive residential image for the estate.

To complement the design guidelines we encourage homes to be built with the benefit of Villawood's Positive Change initiative and the Green Savings Calculator. The Green Savings Calculator is a helpful online tool for this looking to build a new home or renovating and offers a useful and cost effective tool to help you save water energy and money.

To learn more about the Positive Change program and ideas you can incorporate into your new home, please visit our website:  
[www.villawoodpositivechange.com.au](http://www.villawoodpositivechange.com.au).

We hope you will see the value in Armstrong Guidelines and we look forward to working with you through the process of making Armstrong your home.



### ***1.1 Operation of the Design Guidelines***

The Design Assessment Panel ("DAP") will be formed to oversee the implementation of the Guidelines. It will comprise an Architect and a representative of the developer. The makeup of the panel may be varied, however, the panel will always include at least one Architect member.

All proposed building works including houses, garages, outbuildings and fencing shall be approved by the DAP prior to seeking a Planning Permit (if required) and a Building Permit. In considering designs, the DAP may exercise a discretion to waive or relax a requirement. The Guidelines are subject to change by the developer at any time without notice. All decisions regarding these Guidelines are at the discretion of the DAP.

Preliminary designs and enquiries are welcome to ensure compliance with your guidelines and it is recommended that you provide a copy of the design guidelines to your builder at the earliest possible time.

### ***1.2 Construction of your home***

Incomplete building works must not be left for more than 3 months without work being carried out and all building works must be completed within twelve months of their commencement.

## 2. APPROVAL PROCESS

After reviewing and understanding these Guidelines, including discussing the Guidelines with your Architect, Builder and or building designer, you will need to submit the following to the DAP.

Provide 2 copies in A3 format to the DAP for approval as follows:

- Site plan (1:200 scale) showing:
  - setbacks from all boundaries
  - Building Envelope
  - existing contours
  - proposed finished floor levels and site levels
  - external features including driveways, paths, fencing and outbuildings
  - Landscaping
- House floor plans (1:100 scale)
- Elevations from four sides (1:100 scale)
- Schedule of external materials and colours. Colour swatches must be provided.
- Completed Check List (refer Section 8 of Guidelines)
- Note: internal fit-out details such as kitchens etc. are not required.

Submit all hardcopy information to:

**ARMSTRONG DESIGN ASSESSMENT PANEL**  
**c/- Stephan P. Kosa & Associates Pty Ltd**  
**PO Box 356**  
**Mont Albert, Vic 3127**

Applications can also be emailed to [DAP@kosaarchitects.com.au](mailto:DAP@kosaarchitects.com.au)

### **2.1 RE-SUBMISSION**

Plans that do not comply with the Guidelines will be returned with the areas of non-compliance highlighted. Amended plans need to be resubmitted for approval.

Any alterations made to the resubmission other than the initial non-compliance should also be highlighted on the plans or an accompanying letter.

### **2.2 APPROVAL**

The DAP will promptly approve plans that comply with the requirements of these Guidelines. Allow approximately 10 working days for approval.

### **2.3 BUILDING PERMIT**

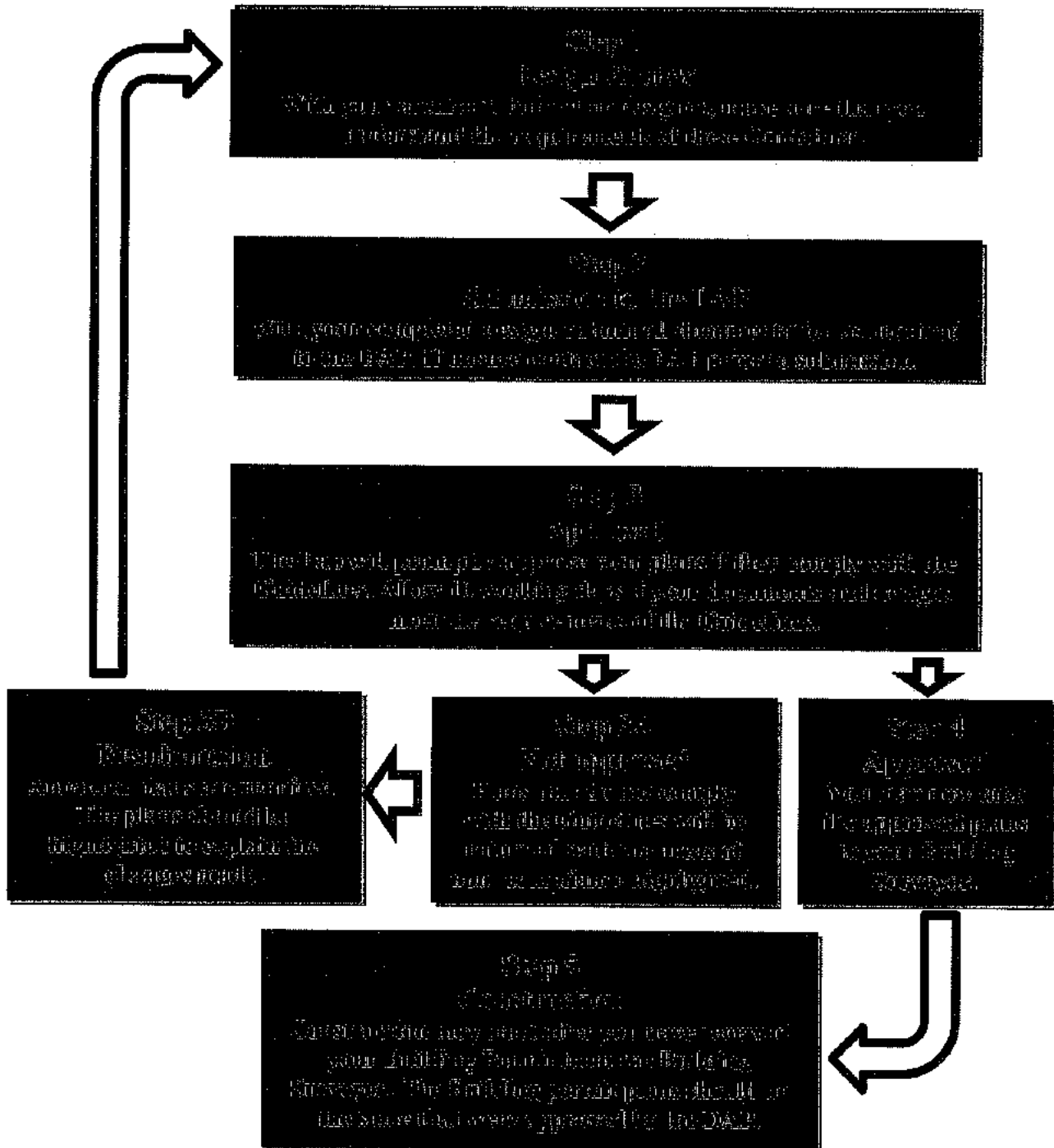
After approval from the DAP, you must then obtain a Building Permit from the Council or a Private Building Surveyor.

**Note:** Design approval from the DAP does not exempt the plans from any building or statutory regulations other than the regulations that are superseded by the approved building envelopes and approved profile diagrams. Approval must be obtained from the relevant authorities for Building Permits, build over easements and connections etc. Report and consents cannot be requested for regulations that are covered under the approved Building Envelopes.

Approval by the DAP does not infer compliance under the Building Code of Australia, Rescode and other applicable planning or building regulations.

**2.4 CONSTRUCTION**

Once a Building Permit has been obtained, construction of your house may begin.



## 3. SITING & ORIENTATION

### **3.1 Considerations**

The siting of your home will be integral in developing the neighbourhood theme within the community. Consideration must be given to:

- Ensuring best visual presentation from the street;
- Maximising the benefits of solar access;
- Promoting energy efficiency;
- Minimising overlooking & over shadowing; and
- Respecting the privacy and amenity of neighbours.

### **3.2 Land Use**

One dwelling only is permitted per allotment. Dual occupancy and further subdivision is not allowed. This does not apply to allotments identified by the developer as medium density allotments.

### **3.3 House Orientation**

Houses must face the main street frontage and present an identifiable entrance to the street. Where possible, houses should be sited so that habitable rooms and private open spaces face northwards to receive maximum solar efficiency.

### **3.4 DWELLING ARTICULATION**

To ensure that dwellings constructed within the community are designed to a high quality contemporary standard, they should be designed so that front and secondary street frontage facades are well articulated. Broad flat surfaces extending greater than 6 metres shall not be permitted.

Articulation can be achieved through a variety of ways and must incorporate at least one of the following features;

- Use of different materials and textures
- Variable wall setbacks to the front and side street boundaries
- Introduction of verandahs, porticos and pergolas
- Feature gable roof
- Continuation of window style and



*Acceptable articulation*



*No articulation*

### **3.5 Building envelopes and setbacks**

#### **Building Envelopes**

Building Envelopes have been prepared for the lots in each stage at Armstrong and are contained within the Guidelines. The construction of buildings or associated buildings, including garages, must be contained within the Building Envelope specified for that allotment in the Guidelines and in accordance with the Profile Diagrams depicted in the Guidelines.

#### **Setbacks**

The following setbacks for houses and garages must be met.

##### **(i) The Front Street**

The front street setback is designated on the specified Building Envelope for each allotment. All houses must be set back from the main street frontage by the minimum distance indicated.

Garages must be located or set back behind the front façade of the home.

##### **(ii) Splayed and curved street frontages**

Unless noted on the plan, the minimum front setback on a splayed or curved corner between two street frontages is on an arc connecting the front street setback line to the side street setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc.

Front entrances are to be easily accessible from the main street frontage.

##### **(iii) The Side Boundaries**

The side setback is designated on the specified Building Envelope for each allotment. A building must be setback from a side boundary not less than the distances specified in the Building Envelope Profiles and shown on the Building Envelopes by a setback identifier code. Garages may be built to the side boundary if provided for on the Building Envelope and adjacent buildings allow. The measurements are taken from the natural surface levels to the top of the wall.

##### **(iv) The Side Street Boundary**

The side street setback is designated on the specified Building Envelope for each allotment.

##### **(v) The Rear Boundary**

Generally, a rear wall of a building not exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 3 metres, and a rear wall of a building exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 5.5 metres for standard lots. The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side envelope

profile as shown in the Profile Diagrams, or a height limit for a rear setback as dimensioned on the Building Envelope plan.

**(vi) Walls on boundaries**

Unless otherwise noted on the Building Envelopes, walls and associated parts of a building within 1.0 metre of a boundary are restricted to areas within a Building to Boundary Zone (BBZ). The BBZ spans the length of the side boundary between the front and rear setbacks permitted by this Building Envelope.

Within the BBZ, the following apply:

- Walls within the Building to Boundary Zone are allowed.
- Carports and verandahs are not permitted to be built to the boundary.
- Maximum height of a wall in the BBZ is restricted to 3.6 metres.
- Walls less than 1.0 metres from the boundary must be within 150 mm of the boundary.

**(vii) Encroachments**

**Side, Side Street and Rear:** The following may encroach into the specified setback distances by not more than 600 mm:

- Porches and verandahs
- Masonry chimneys
- Screens, but only to the extent needed to protect a neighbouring property from a direct view
- Water tanks
- Heating and cooling equipment and other services

The following may encroach into the specified setback distances:

- Landings with an area of not more than 2 square metres and less than 0.8 metres high
- Unroofed stairways and ramps
- Pergolas
- Shade sails
- Eaves, fascia, gutters

**Front:** The following may encroach into the specified front street setback distances by no more than 1000 mm:

- Porches and verandahs to a maximum height of 4m.
- Decks and uncovered landings of not more than 2 square metres and less than 0.8 metres high from natural ground
- Eaves.

**(viii) Edge Boundary**

Exemptions relating to side setbacks and relating to siting matters do not apply to an Edge Boundary.

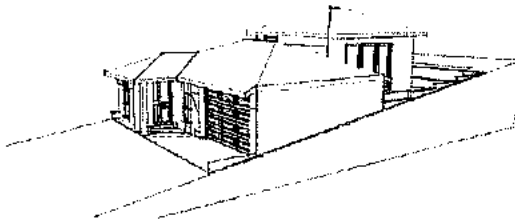
### **3.5 Building Height**

The maximum building height is 10 metres above the natural surface level of the ground directly below it. A maximum rise of 2 storeys is permitted.

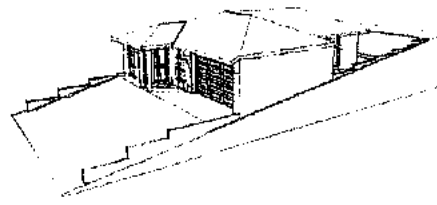
For the purpose of the Guidelines, a maximum wall height of 7.2 metres is permitted above natural ground level. Natural ground/surface level is defined as the ground level after engineering works associated with the subdivision have been completed. Sloping sites which may allow additional built area under the ground floor level will be considered and may be approved depending upon overall design and setback requirements. Large bulk excavations or high retaining walls are not permitted. For the purpose of these Guidelines retaining walls greater than 1m are considered excessive.

### **3.6 Slope Considerations**

Houses and garages should be sited and designed to take advantage of the natural slope conditions at Armstrong. Split level designs, for example, can be designed to follow the fall of the land and avoid unsightly and expensive earthworks that scar the natural landscape.



*Correct level of excavation*



*Incorrect level of excavation*

Unsightly cut or fill should be avoided and limited to 1.0m in depth. Landscaped terraces are preferred as per below with engineer-designed retaining walls.

### **3.7 Site Coverage**

Unless otherwise specified in the notations to the Building Envelopes as they apply to particular allotments, buildings must not occupy more than 60 per cent of the lot.

In calculating site coverage, eaves, fascia and gutters not exceeding 600 mm in total width, and unroofed swimming pools, terraces, patios, decks and pergolas should be disregarded. Roofed areas of terraces, patios, decks and pergolas are to be included in overall calculations.

Those lots noted accordingly in the Building Envelopes may have maximum permitted site coverage of 70% but must have a private open space area that measures 25m<sup>2</sup> with a minimum dimension of 3 metres in width.



## 4. BUILT FORM

### **4.1 Architectural Style**

At Armstrong, high standards of house design will be required and a variety of styles are encouraged. Designs should be responsive to the individual attributes of the lot, having regard to any slope or vegetation. Designs that break the front of the dwelling into distinct visual elements will be supported.

The inclusion of projections integral to the design and style of the dwellings such as verandahs are encouraged. Further enhancement can be achieved through the use of detail and shade in the form of pergolas and extended eaves.

Houses with identical facades may not be constructed in close proximity and identical houses must be separated by a minimum of five houses in any direction. This will only be permitted where lots are less than 300sqm and are located next to each other, but do not share a common street frontage. The appearance of dwellings should provide a degree of richness and variety ensuring the creation of pleasant, interesting streetscapes.

Houses which have long uninterrupted expanses of wall should be avoided. Features, which may detract from the appearance of a house from the street, including small windows, obscure glass, window security shields, canvas and metal awnings, will be discouraged.

### **4.2 Materials and Colours**

The materials and colours of the walls and roofs of houses will have a major impact on the visual quality of Armstrong. The use of a combination of finishes is encouraged for the purpose of achieving a degree of individuality and interest. Thoughtful selection of materials and colours will achieve a degree of visual harmony between houses and will avoid colours that are out of character with neighbouring houses. For these reasons, purchasers are requested to submit roof and wall materials and colours for approval. Colours which reflect the natural tones of the environment at Armstrong are recommended.

#### **External Walls**

- The external walls (excluding windows) are to be constructed of brick, brick veneer, texture coated material, weatherboard or other material as approved by the DAP. Colours of trims should be selected to complement the main body of the house & the natural environment.
- Dwellings must have at least 25% render to the front facade or other texture coated material as approved by the DAP.

## **Roofs**

- The roof is to be constructed of steel or masonry or as approved by the DAP. Roof colours which reflect the natural tones of the environment at Armstrong are recommended and the use of Colourbond is encouraged.

### **4.3 Dwelling Size**

The minimum dwelling size is:

- 160 square metres in the case of a lot having an area of 500 square metres or greater; or
- 130 square metres in the case of a lot having an area of 400 square metres or greater but less than 500 square metres; or
- 100 square metres in the case of a lot having an area of 300 square metres or greater but less than 400 square metres; or
- 75 square metres in the case of a lot having an area of less than 300 square metres.

### **4.4 Terrace and Duplex Style Dwellings**

Terrace style and duplex dwellings and dwellings on lots less than 10 metres wide must have a greater degree of articulation to the front facades. Stepping of the materials and the use of alternate materials must be incorporated to accentuate the articulation. Consideration of garage location and treatment must be considered so as not to dominate the streetscape.

### **4.5 Two Storey Dwellings**

All two storey dwellings must be articulated to the front façade as a minimum, alternate materials are encouraged as a method of providing the visual break from a monotone and bleak façade. Treatments such as pergolas, verandahs etc. are recommended to break the line of sight. This recommendation also reflects to double storeys dwellings to corner allotments.

It is important to ensure that two-storey houses are designed and sited correctly to minimise overlooking and overshadowing. It is recommended that initial concepts for two-storey houses be discussed with the DAP.

The articulation of the front of the upper level of two-storey houses is encouraged to avoid dominating the streetscape.

#### **4.6 Corner Allotments**

The home design must address both the primary and secondary street frontages and be of a consistent architectural design.

Design elements (such as verandahs, detailing, feature windows & materials) used on the primary frontage must continue on that part of the secondary frontage that is visible from the public realm.

#### **4.7 Energy Efficiency**

An energy smart home takes advantage of the sun's free warmth and light and, with the inclusion of energy efficient appliance and systems, will save a great deal of energy.

Well-designed homes reduce the demand on heating and cooling. Any style of house can be energy efficient. Energy smart homes have a combination of features which work together to ensure you achieve the highest degree of comfort with minimum energy use.

Homes at Armstrong must achieve a minimum of 6 Star Energy Rating in accordance with the Victoria Home Energy Rating System or greater if legislated by the building regulations. An energy rating certificate will not be required prior to DAP approval; however, a certificate will be required prior to obtaining a Building Permit.

#### **4.8 Roofs**

Articulated roof shapes are preferred with hips and gable roof forms, coastal skillion roof styles and higher degrees of pitch encouraged, although each design will be considered on its merits by the DAP.

Houses on lots fronting the Armstrong Creek or a water body must have 450mm eaves.

#### **4.9 Garages**

The garage and family car (s) have a significant impact on the streetscape. The design and location of garages should endeavour to make them an integral and unobtrusive part of the house. All homes must allow for an enclosed garage for car accommodation. All lots greater than 300m<sup>2</sup> must have garages setback a minimum 5m from the main street frontage, unless otherwise specified.

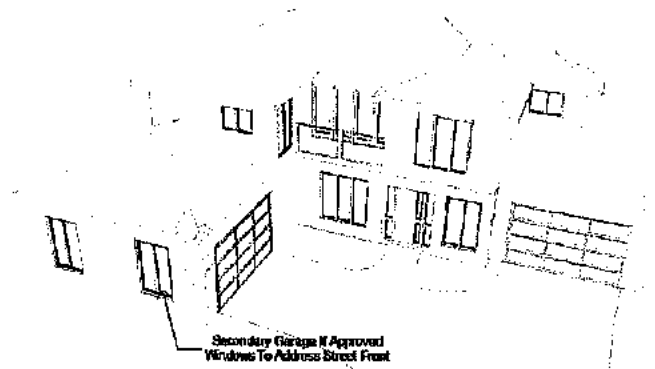
Double garages must be provided on lots greater than 12.5 metres in width. Garages must be constructed within the Building Envelope. The garage

setback also applies for entry to the garage from the side street boundary, unless otherwise noted.

It is preferable for garages to be constructed under the main roof of the house. If garages are free standing and/or visible from the street, they should match the roof form and be constructed of the same materials as the house. The garage may be constructed to the side boundary, depending on the location of adjacent buildings and garages relative to the side boundaries and whether permitted by the Building Envelope. Deep excavations on the boundary will not be permitted - this would cause detriment to adjoining properties.

Secondary garages are discouraged. The design for an additional garage would need to be discussed with the DAP and it must be disguised and out of view from the main street frontage. Only one crossover is permitted and only one double garage door is permitted to be visible from the main frontage of the house.

When designing garages, consideration must be given to the screening of boats, caravans and trailers and for 'drive-through' access to the rear yard. The garage door is a major visual element of the streetscape and doors facing the street must be panelled and of a colour which complements the house. The inclusion of windows, recesses or projections in the garage door should be considered so as to present an interesting and integrated façade.



**4.10 Overshadowing**

This item is covered within the building envelope plan and profile diagrams.  
Building Regulation 416, 417 & 418 is superseded by this Guideline.

**4.11 Privacy and Overlooking**

This item is covered within the building envelope plan and profile diagrams.  
Building Regulation 419 is superseded by this Guideline.

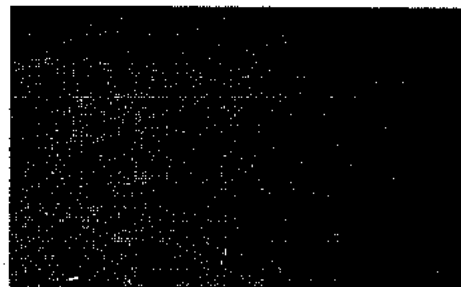
## 5. EXTERNAL CONSIDERATIONS

### **5.1 Access and Driveways**

Driveways are a major visual element at Armstrong and should be constructed using materials that blend with or complement the dwelling textures and colours. Only one driveway will be permitted for each lot, unless there are special circumstances which will be considered by the DAP.

Driveways must not be wider than 5 metres at the street boundary of a lot and planting between the driveway and property boundary is encouraged.

Driveways must be constructed of brick and/or concrete pavers, coloured concrete, saw-cut coloured concrete, or concrete with exposed aggregate.



*Examples of approved driveway finished.*

All driveways must be completed within three months of the Occupancy Permit being issued.

### **5.2 Fences**

The objective of the DAP is to provide a degree of uniformity throughout the estate and thereby avoid an untidy mix of various fence standards, colours and types. To enhance the park-like character of the estate, no front fencing will be permitted.

Fences may be stained with a clear finish but must not be painted with coloured stains or paint.

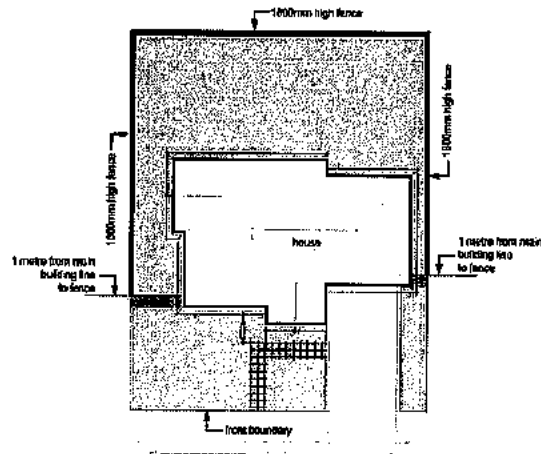
On side boundaries, no fencing is permitted forward of the building line.

All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres (excluding a screen required for overlooking purposes).

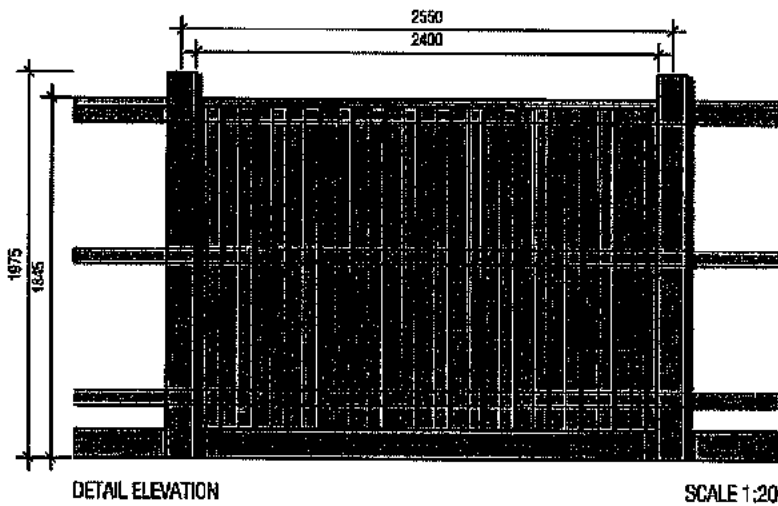
All fencing must be constructed in accordance with the Restrictive Covenant as detailed on the relevant Plan of Subdivision and as approved in writing by the DAP. For the purposes of these Guidelines, the prescribed fence height

of 1.8 metres to the side street, side and rear boundaries will be exempt from the provisions of the Building Regulations.

Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.



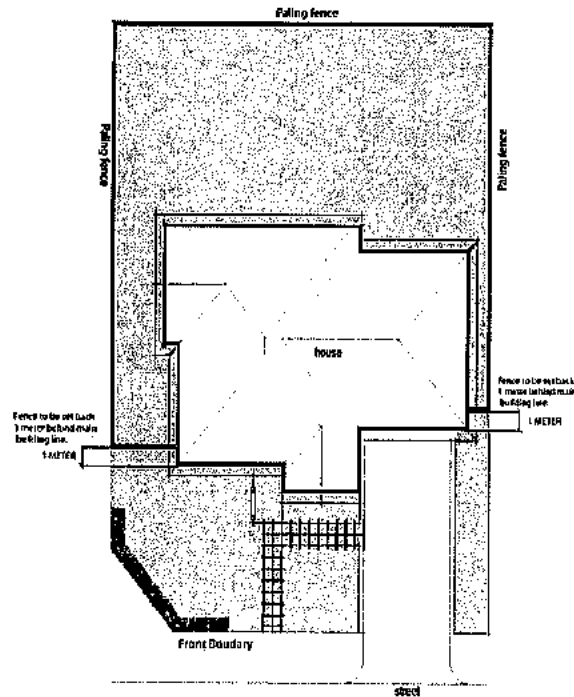
*Depiction of typical boundary fencing location*



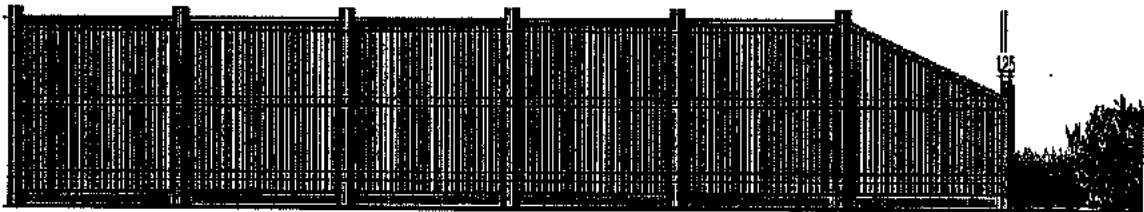
DETAIL ELEVATION

SCALE 1:20

*Elevations of typical paling fence*



*Depiction of corner lot fence*



*Side boundary fence elevation*

### **5.3 Water Saving Initiatives**

All homes must provide for a connection to the recycled water network for use in garden taps, toilet flushing, car washing and the like at the cost of the lot owner.

All residents are encouraged to consider other water saving initiatives in the home including:

- Grey water systems
- Rain water tanks
- Solar hot water systems
- Energy efficient tap ware and appliances



### 5.4 Letterboxes

Letterboxes should be designed to match the house using similar materials and colours and must be erected prior to Certificate of Occupancy.

The size and position of the letterbox must comply with Australia Post requirements. The street number must be clearly identifiable, suitably sized and located and must not interfere with the overall streetscape.



*Examples of preferred letterboxes*



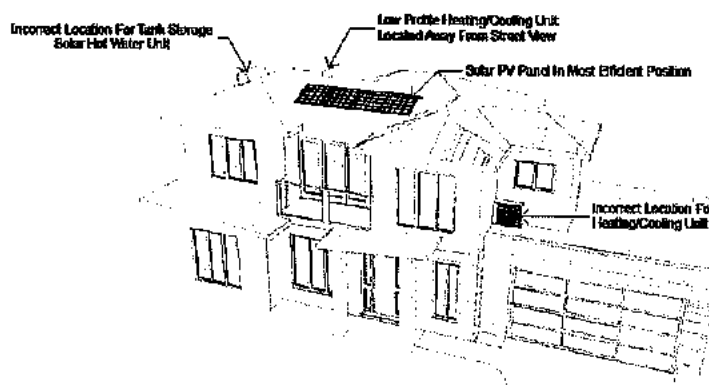
*Example of unacceptable letterbox*

### 5.5 General

External fixtures must achieve the following objectives and the location must be noted on plans to be submitted to the DAP:

**Clothes-lines, Garden Sheds, External Hot Water Services and Ducted Heating Units** must not be visible from the street.

**Solar Water Heaters** are permitted and, where possible, are to be located out of view from the street frontage. The solar panels shall be located on the roof, not on a separate frame.



### ***Air-Conditioning Units***

Evaporative air-conditioners must be positioned so that they are not visible from the main frontage of the dwelling. They must be painted to match the colour of the roof, be low profile units and installed as low as possible below the roof ridgeline towards the rear of the house. Wall mounted air-conditioners must be located below the eaves line, screened from public view and suitably baffled to reduce noise.

***Television Antennae*** are not permitted as television services are available through the Opticomm Fibre Network.

***Satellite Dishes*** will only be approved if located below the roofline of the house and must be screened from public view.

***Rainwater Tanks*** must be not visible from the street frontage.

No external ***Plumbing*** to a dwelling shall be visible from a street or dwelling. All plumbing on double-storey houses, except downpipes, must be internal so as not to be visible from the street or neighbouring properties.

***External lighting*** including spotlights, flood lights and any lights illuminating any outdoor area are to be approved by the DAP and the use of LED or solar lighting is encouraged.

***Rubbish Bins & Recycling*** Bins should be stored out of view from the street.

***Commercial Vehicles*** with a carrying capacity of 1 tonne or more or any boat, caravan or trailer shall not be permitted to be parked on a lot so that it is visible from any street.

### ***Advertising Signage***

Signage is not permitted on residential lots with the following exceptions:

- Only one advertising sign will be permitted to be erected on a lot that is being advertised for resale AND only after the developer has sold ALL lots in the relevant stage.
- Display home signage will be permitted but only with the written approval of the DAP and the City of Greater Geelong.

Builders or tradespersons identification required during construction of the dwelling to a maximum size of 600 mm x 600 mm. Such signs must be removed within 10 days of the issue of the Occupancy Permit.

### ***Sheds***

Sheds should be restricted in size and must be in harmony with the other buildings. Sheds are to have a maximum wall height of 2.4m, maximum ridge height of 3 metres and a maximum floor area of 9 square metres. It is

the responsibility of the Purchaser to ensure that the requirements relating to location, size and height for all outbuildings adhere to governing authority requirements.

All sheds are to be erected with a muted/earthy tone colorbond material.

**Carports**

No carports are permitted to the front of the dwelling.

**Window Furnishings**

Internal window furnishings which can be viewed by the public must be fitted within three months of occupancy. Sheets, blankets or similar materials for which window furnishing is not their primary use will not be permitted.

**5.6 Landscaping and Tree Protection**

**General Guidelines**

The garden design will require careful thought to ensure that the appropriate plants are selected for the particular lot conditions.

The objective is to achieve a cohesive blend of indigenous vegetation and other landscape elements, integrating street and parkland landscaping with private gardens so that the streetscape presents as a landscaped garden.

Landscape design and plant selection should minimise the need for garden watering. No tree or shrub with a mature height greater than 3 metres should be planted closer than 2 metres to the house. Purchasers should make their own enquiries with the City of Greater Geelong and obtain a list of allowable vegetation.

**Front Gardens**

All landscaped areas to the front of the house must be established within three months of the issuing of the Occupancy Permit to ensure good presentation is achieved for the local community. The front garden should include at least 20 plants/shrubs in 150mm pots and at least one advanced feature tree in a 75 litre pot.

**Embankments**

Embankments should not exceed a slope of 1 in 5. Retaining walls are preferred to steep embankments and should be kept to a maximum height of 1m – a number of small terraces are preferred.



*Examples of acceptable landscaping treatments.*

### **5.7 Construction Management**

During the construction period the builder must install a temporary fence and ensure that rubbish and building waste is contained within the building site. Damage to nature strips caused during the construction period is solely the responsibility of the landowner and their builder.

### **5.8 Broadband Network**

Armstrong is an OptiComm Fibre Connected Community. This means that all homes in Armstrong will have access to the OptiComm high speed broadband network. Some benefits of high speed broadband are:

- Distribution of analogue and digital free to air television
- Ultra-high speed internet - even in high usage times and not affected by distance from an exchange
- Pay TV - choice of providers
- External aerials and satellite dishes are not required

#### ***What you need to do to prepare for High Speed Broadband:***

##### ***Step 1. Conduit (Pipe) Installation***

You must make sure your builder has installed a 32mm white telecommunications conduit from the front boundary of your lot to the meter box location on the side of your house. Your builder can install this conduit, or you can arrange for OptiComm, who undertake all Optic Fibre Network Connections, to install this conduit for you. Typical costs for up to 10 metres of trenching and conduit would be \$440 (GST inclusive). The OptiComm Customer Connection Information Desk can be contacted on 1300 137 800. This conduit should be installed during construction of your home.

##### ***Step 2. Prepare your home to be able to distribute the Internet, Telephone, TV and other services throughout your rooms***

Structured Cabling of your home is optional, but highly recommended, as it will enable you to take advantage of all features the Armstrong Optical Fibre Network has to offer. It is recommended that you arrange a quote to cable your new home from your builder or OptiComm's contractors early in your

construction phase or at contract negotiation as the wiring should be done at the frame stage of construction. Structured Cabling is an additional cost to the conduit and customer connection.

**Step 3. Connection to the Optical Fibre Network**

When you have received your Certificate of Occupancy or are about two (2) weeks before you move in, call OptiComm's Customer Connection Information Desk on 1300 137 800 to arrange the connection to the Optical Fibre Network.

The typical customer connection cost is \$550.00 incl. GST and includes the following services:

- Installation of Optical Network Terminal and the Power Supply Unit (back-up battery not included)
- Access to Free to Air Digital and Analogue (if available) TV signals
- Access to Foxtel Pay TV signals (resident to arrange for Foxtel connection at their cost)

**Step 4. Contact a Retail Internet and Telephone Service Provider**

Finally, the last step involves contacting a Retail Service Provider to arrange the connection of your Retail Internet and Telephone Services (see details over page). You will be contracting the Retail Service Provider to provide the Internet and Telephone Services over the OptiComm Wholesale Network.

Hints when discussing your requirements:

- Tell them you are in an OptiComm Fibre Community
- Make sure you tell them you are at Armstrong in Mount Duneed
- Make sure you give them your full address
- Tell them whether you have moved in yet
- Advise them whether you have had OptiComm install the Optic Fibre and Hardware in the enclosure near your meter box - this will affect the time it takes to connect services
- If speaking with Foxtel make sure you tell them you are in an OptiComm Fibre Estate and the "ONT" (Optical Network Terminal) is installed

For further information please refer to:

<http://www.opticomm.net.au/>

## 6. NOTES AND DEFINITIONS

### 6.1 Notes on Restrictions

- Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
- In the case of a conflict between the Building Envelope plan or Profile Diagrams and these written notations, the specifications in the written notations prevail.
- Buildings must not cover registered easements unless provided for by the easement.

### 6.2 General Definitions

If not defined above, the words below shall have the meaning attributed to them in the document identified:

In the *Building Act 1993*:

- Building
- Lot

In Part 4 of *Building Regulations 2006*:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the *Victoria Planning Provisions*, 31 October 2002:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

### 6.3 Additional Definitions

#### Edge Boundary

Edge Boundary means the boundary or part of a boundary of a lot on the Plan of Subdivision that abuts a lot, which is not shown on the Plan of Subdivision. An Edge Boundary lot is marked "E" on the Building Envelope plan.

**Front street or Main Street frontage**

Front Street means the street or road that forms the frontage to the lot concerned. Where there is more than one road which adjoins a lot or where it may be otherwise unclear, the Front Street may be identified by the letter "F" in the Building Envelope Plan or will be as agreed in writing by the DAP.

**Side boundary**

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

**Street**

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right of way.

**Standard lot**

A single lot that accommodates a freestanding house detached from adjoining houses and of an individual style.

## 7. BUILDING ENVELOPES

### **Refer attached Building Envelopes**

To be read in conjunction with Building Envelope Profiles (refer Section 8) and Armstrong Plan of Subdivision for relevant stage.



## 8. BUILDING ENVELOPE PROFILES

**Refer attached Building Envelope Profiles**

To be read in conjunction with Building Envelopes (refer Section 7) and Armstrong Plan of Subdivision for relevant stage.

## 9. CHECK LIST

**PLEASE COMPLETE THIS CHECK LIST AND SUBMIT TO THE DAP WITH YOUR PLANS FOR APPROVAL TO:**

**ARMSTRONG DESIGN ASSESSMENT PANEL  
c/- Stephan P. Kosa & Associates Pty. Ltd.  
PO Box 356, Mont Albert, Vic. 3127**

**Allotment details**

Lot Number..... Street.....

**Owner details**

Name.....

Mailing address.....

.....  
**Contact Numbers**.....**Email**.....

**Builder details**

Name (contact).....

Company:.....

Mailing address.....

Contact number.....Email.....

**Correspondence sent to Owner or Builder (please circle one)**

**Attachments**

Completed checklist  
Email copy  
Landscape plan

Ha

opies of drawings x 2  
Colour and materials incl swatches

Application received.....  
Notice of re-submission ( date).....  
Areas of non compliance.....  
Re-submission received.....  
Approval date.....

This Checklist will assist in determining whether your house design complies with the Armstrong Design Guidelines.

If your plans comply, you can expect your plans to be approved by the DAP within ten working days.

**IS THE FOLLOWING INFORMATION INCLUDED IN YOUR APPLICATION?**

	YES	NO
House floor plans at a scale of 1:100 ( <b>two copies</b> )		
Elevations from four sides at a scale of 1:100 ( <b>two copies</b> )		
Roof plan ( <b>two copies</b> )		
Site plan at scale of 1:200 showing ( <b>two copies</b> ) <ul style="list-style-type: none"> <li>- Setbacks from all boundaries</li> <li>- Building Envelope</li> <li>- Existing contours</li> <li>- Proposed finished floor levels and site levels</li> <li>- External features including driveways, paths, fencing and outbuildings</li> <li>- Landscaping</li> </ul>		
Schedule of external materials and colours		

**DOES YOUR HOUSE DESIGN COMPLY WITH THE GUIDELINES?**

	YES	NO
<b>SITING &amp; ORIENTATION:</b>		
Do you propose to build only one dwelling on the allotment?		
Does your house face the main street?		
Is your home and associated buildings, including the garage, contained within the Building Envelope?		
Are there any encroachments into the specified setbacks? Are they allowable encroachments?		
What profile types apply to your allotment (Refer Building Envelope Plan) - Profile Types .....		
Is your home and associated buildings designed within the profile?		

	YES	NO
Is the height related setback from the side boundaries achieved?		
Does your design meet the site coverage requirement of less than 60% of the lot (or 70% if noted)?		
<b>BUILT FORM:</b>		
<b>ROOF</b> Material _____  Colour _____		
<b>WALLS</b> Material _____  Colour _____		
<b>TRIM</b> Material _____  Colour _____		
Is your allotment size equal to or greater than 500sqm? If so, does your home exceed the minimum size required of 160sqm (approx. 17 squares) excluding garage?		
Is your allotment size greater than 400sqm but less than 500sqm? If so, does your home exceed the minimum size required of 130 square metres (approx. 14 squares) excluding garage?		
Is your allotment size greater than 300sqm but less than 400sqm? If so, does your home exceed the minimum size required of 100 square metres (approx. 11 squares) excluding garage?		
Is your allotment size less than 300sqm? If so, does your home exceed the minimum size required of 75 square metres (approx. 8 squares) excluding garage?		
Does your home achieve a <b>6 Star Energy Rating</b> in accordance with the Victoria Home Energy Rating System?		
Are you proposing a second garage? If so, is only one double garage door visible from the main frontage of the house?		
Is your house two-storey? If so, is the upper level stepped back?		
Does your house overlook/overshadow your neighbour's private open space areas?		
Does your house allow you to look into your neighbour's habitable rooms?		

<b>EXTERNAL CONSIDERATIONS:</b>	<b>YES</b>	<b>NO</b>
Does your design allow for only one driveway?		
Do you accord with the No Front Fence restriction?		
Is there fencing between the front lot boundary and the building line?		
Does your side and rear fencing comply with the fencing guideline?		
Does your design include provision for recycled water use in garden taps and toilet flushing?		
Have you placed external fixtures such as clothes-line, solar water heaters etc in positions that are not visible from the street?		
Have you made provision for locating your antenna within the roof of the house?		
If you are proposing an air-conditioner, is it located below the eaves line at the rear of the house?		
If you are proposing an evaporative air cooler, can it be seen from the front of the street? What colour is it? _____		
Does the house have internal plumbing?		
Will the landscaping of your front garden be complete within three months of you occupying your house?		
Have you arranged for the installation of an Optical Fibre lead-in conduit that is in accordance OptiComm requirements?		

# Resident Compliance Handbook



## A quick guide to common breaches

**ARMSTRONG**  
MT DUNEED

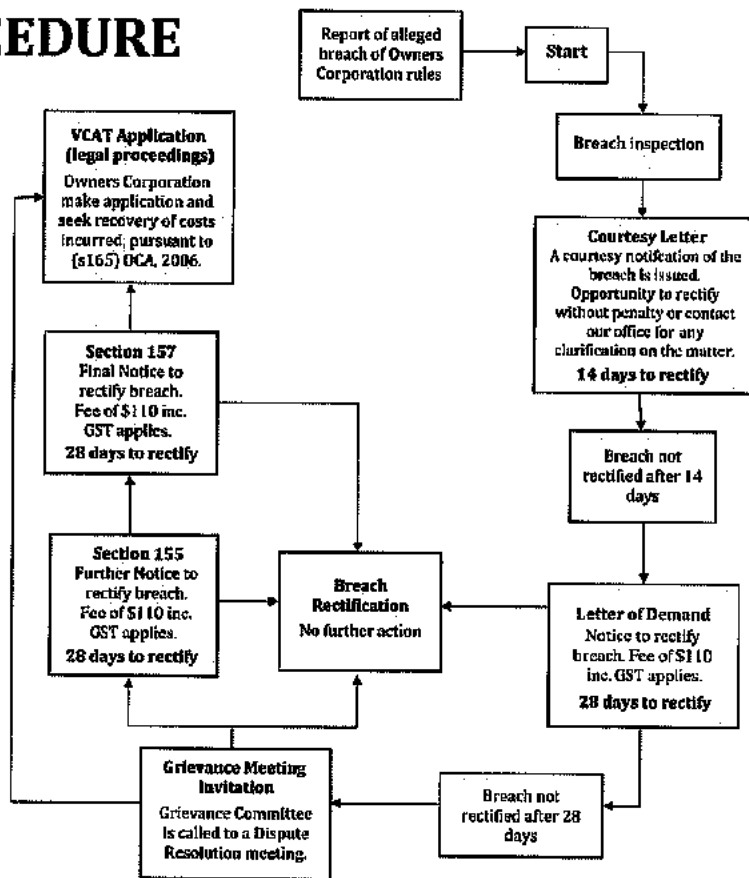
**ARMSTRONG OWNERS CORPORATION  
PS709524N**

**Engine Property Group**

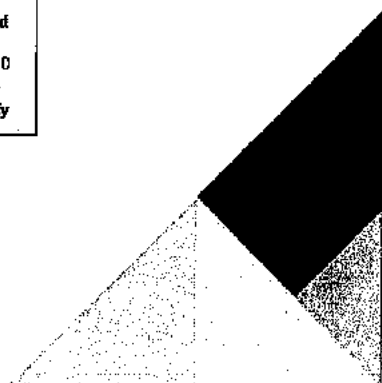
[enginepropertygroup.com.au](http://enginepropertygroup.com.au)

PO BOX 589 EAST MELBOURNE VIC 8002 | 1800 364 463

# BREACH PROCEDURE



**Engine Property Group**  
 enginepropertygroup.com.au  
 PO BOX 589 EAST MELBOURNE VIC 8002 | 1800 364 463



## MAINTENANCE

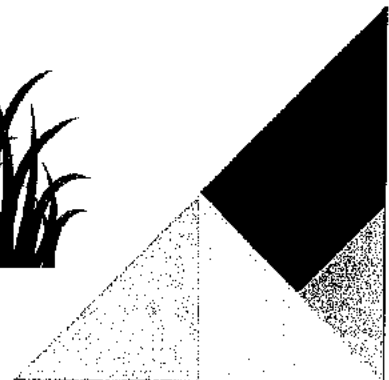
- Remove weeds from garden & nature strip
- Keep grass mown
- Ensure no rubbish is left in the front yard or on the nature strip
- Keep plants and shrubs trimmed
- Remove and replace any dead plants



**Engine Property Group**

[enginepropertygroup.com.au](http://enginepropertygroup.com.au)

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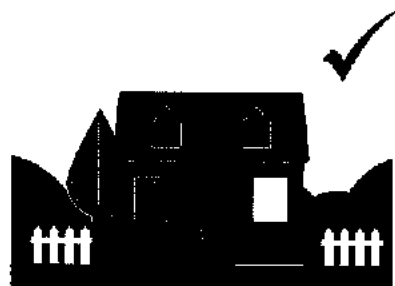
## BINS & RUBBISH

- Keep rubbish bins concealed from view (excluding bin collection days)



Store in the garage or the behind fence

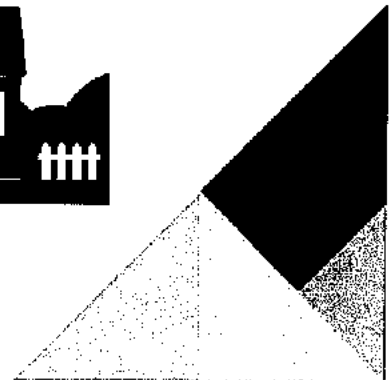
- Ensure bins are kept clean
- Ensure rubbish is not spilling out of bins



**Engine Property Group**

[enginepropertygroup.com.au](http://enginepropertygroup.com.au)

PO BOX 589 EAST MELBOURNE VIC 8002 | 1800 364 463



## LANDSCAPING

- Landscaped areas must be established within 3 months of your Occupancy Permit.
- The front garden should include at least 20 plants/shrubs.
- Include at least 1 advanced feature tree.
- Embankments should not exceed a slope of 1 in 5.
- Retaining walls needs to be kept to a max. height of 1 metre.



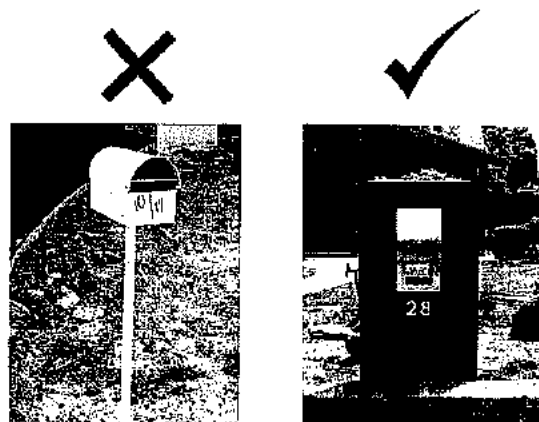
Submit your plans to **Armstrong Design Assessment Panel** at  
Stephan P Kosa & Associates Pty Ltd [skosa@kosaarchitects.com.au](mailto:skosa@kosaarchitects.com.au)

**Engine Property Group**  
[enginepropertygroup.com.au](http://enginepropertygroup.com.au)  
PO BOX 589 EAST MELBOURNE VIC 8002 | 1800 364 463



## LETTERBOXES

- Letterboxes should be designed to match the house using similar materials and colours and must be erected prior to Certificate of Occupancy.
- The street number must be clearly identifiable.



Engine Property Group  
enginepropertygroup.com.au  
PO BOX 589 EAST MELBOURNE VIC 8002 | 1800 364 463

## SIGNS & ADVERTISING



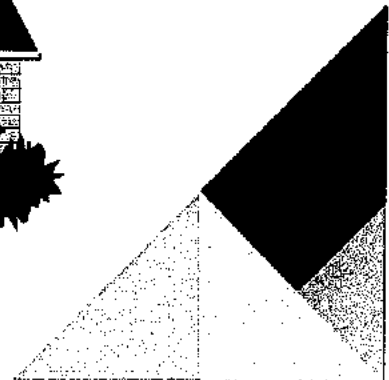
**Signage is not permitted!**

The following are exceptions:

- Only 1 advertising sign will be permitted to be erected on a lot that is being advertised for resale AND only after the developer has sold ALL lots in the relevant stage.
- Display home signage will be permitted but only with the written approval of the DAP and the City of Greater Geelong.



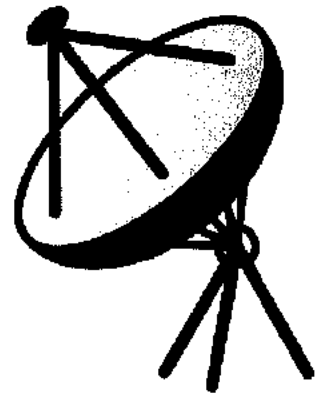
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[enginepropertygroup.com.au](http://enginepropertygroup.com.au)  
PO BOX 589 EAST MELBOURNE VIC 8002 | 1800 364 463



## EXTERNAL FIXTURES

These items must be out of public view!

- Clothesline
- Garden Shed
- External hot-water services
- Ducted heating units
- Solar water heaters
- Air-Conditioning
- Television Antennae
- Satellite Dishes
- Rainwater tanks



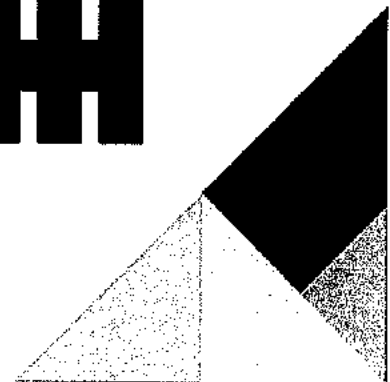
For any queries on location of these items, please contact  
**Armstrong Design Assessment Panel** at [skosa@kosaarchitects.com.au](mailto:skosa@kosaarchitects.com.au)

**Engine Property Group**  
[enginepropertygroup.com.au](http://enginepropertygroup.com.au)  
PO BOX 589 EAST MELBOURNE VIC 8002 | 1800 364 463



## FENCING

- No front fencing is permitted.
- Fences may be stained with a clear finish but not painted with coloured stain or paint.
- On side boundaries, no fencing is permitted forward of the building line.
- All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres.



## GARAGES

- All homes must allow for an enclosed garage.
- No carports are permitted to the front of the dwelling.
- All lots greater than 300m<sup>2</sup> must have garages setback a minimum 5 metres from the main street frontage.
- Double Garages must be provided on lots greater than 12.5 metres in width.
- Garage door must be panelled and of a colour which complements the house.

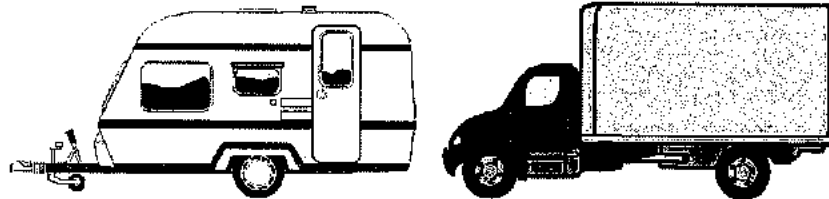


## VEHICLES & PARKING

Keep these vehicles out of public view.

- Trucks
- Trailers
- Commercial vehicles
- Recreational vehicles/caravans
- Boats

No parking on the nature strip by any vehicle, at any time



**Engine Property Group**  
[enginepropertygroup.com.au](http://enginepropertygroup.com.au)  
PO BOX 589 EAST MELBOURNE VIC 8002 | 1800 364 463



## FURTHER INFORMATION

For a copy of the Owners Corporation Rules and Design Guidelines, please email our office or download a copy from the Owner Portal via [enginepropertygroup.com.au](http://enginepropertygroup.com.au)

### Engine Estates Management

✉ [estates@enginepropertygroup.com.au](mailto:estates@enginepropertygroup.com.au)

☎ 1800 364 463

**Engine Property Group**  
[enginepropertygroup.com.au](http://enginepropertygroup.com.au)  
PO BOX 589 EAST MELBOURNE VIC 8002 | 1800 364 463



**Statement of Financial Position**  
**As at 01/03/2019**

Owners Corporation 709524N Armstrong

Armstrong, 1/101 Unity Drive, MOUNT DUNEED VIC  
3217

	<b>Current period</b>
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	145,946.36
Owners Equity--Admin	39,414.24
	<u>185,360.60</u>
<b>Maintenance Fund</b>	
Operating Surplus/Deficit--Maintenance	0.00
	<u>0.00</u>
<b>Net owners' funds</b>	<u><u>\$185,360.60</u></u>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	39,554.84
Investment--Admin 1	130,382.93
Investment--Admin 2	50,000.00
Petty Cash--Admin	1,421.39
Receivable--Levies (Special)--Admin	291.50
Receivable--Levies--Admin	15,848.74
Receivable--Owners--Admin	3,343.30
	<u>240,840.70</u>
<b>Maintenance Fund</b>	<u>0.00</u>
<b>Prepaid</b>	
Cash at Bank--Prepaid Money	5,810.34
	<u>5,810.34</u>
<b>Total assets</b>	<u><u>246,651.04</u></u>
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Bond - Function Room Bond	400.00
Creditor--GST--Admin	1,599.18
Creditors--Other--Admin	3,193.40
PAYG Withholding Tax	(3,297.00)
Prepaid Levies--Admin	52,564.13
Unallocated Receipts	1,020.39
	<u>55,480.10</u>
<b>Maintenance Fund</b>	<u>0.00</u>
<b>Prepaid</b>	
Cash at Bank--Prepaid Money	5,810.34
	<u>5,810.34</u>
<b>Total liabilities</b>	<u><u>61,290.44</u></u>

**Net assets**

**Current period**

**\$185,360.60**



**REAL STORIES.  
REAL COMMUNITIES.**

Creating award winning communities for over 25 years



# ARMSTRONG

MT DUNEED

## CLUB ARMSTRONG – Mt Duneed

### MEMBERS INDUCTION & INFORMATION FORMS

On the completion of the following induction, Club Armstrong Residents will be granted access to use the amenities during the designated and outlined periods.

The induction process will familiarise all Residents in the safe use of the amenities and their respective rules of use.

Individuals, lot occupants or guests who use the Club amenities do so only for the stated purpose, which purpose must be lawful and conducted in a manner that does not disrupt or inconvenience other users of the amenities.

Please fill out all necessary details of this form. It is important the Rules of Use have been read and understood and the declaration signed and dated to ensure access to the facilities can be granted by the Club Manager.

### HOURS OF OPERATION

#### Office Hours:

Monday to Friday: 9:00am – 5:00pm

#### Gym Facilities:

Monday to Sunday: 5:00am – 10:00pm

#### Outside Amenities:

Monday to Friday: 7:00am – 10:00pm

Weekends and Public Holidays: 8:00am – 10:00pm

Access will not be permitted outside of these hours.

Only inducted users will be able to gain access during this time.

**(TIMES ARE SUBJECT TO CHANGE WITHOUT NOTICE AT ANY TIME)**

### GUEST POLICY

As per your contract of sale, each resident is entitled to bring strictly 1 guest into the facility with them. (1 guest per lot)

Each resident **MUST** understand this policy and will ensure this number is not exceeded.

The resident is responsible for the guest and their actions, behaviours and use of the amenities.

Guests **MUST** sign the Guest Register / Sign in Book each time they visit, which is located in the foyer OR request permission via email to the centre manager.

Any questions relating to a request for use by a guest is to be made to the Centre Manger prior to use of the amenities.

Management maintain the right to refuse entry to your guest as per the facilities maximum capacity requirements and policies.

Each resident understands the guest **MUST** remain with you at all times.

CLUB ARMSTRONG  
101 UNITY DRIVE MT DUNEED 3217  
Ph: 9037 0885  
[www.armstronglife.com.au](http://www.armstronglife.com.au)  
[clubmanager@armstronglife.com.au](mailto:clubmanager@armstronglife.com.au)



**REAL STORIES.  
REAL COMMUNITIES.**

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# ARMSTRONG

MT DUNEED

## **MAXIMUM CAPACITY**

The Occupancy Permit states a maximum occupancy of TBC people in the Pool/s.

The Occupancy Permit states a maximum occupancy of 26 people in the Gym.

The Occupancy Permit states a maximum occupancy of 26 people in the Parents Room.

The Occupancy Permit states a maximum occupancy of 220 people in the Function Room.

Non-Compliance of occupancy regulations will result in the request to vacate the area.

## **DAMAGE**

Any user of the Pool & Gym amenities and surrounding common property must notify the Centre Manager of any damages caused or sited during their use of the amenities.

## **PAYMENT OF DAMAGES**

The Owners Corporation reserves the right to recover any costs incurred as result of misuse or breach of the Pool / Gym amenities Rules of Use and all surrounding common property. The repairing contractor determines the cost of damages. These costs will be sought from the responsible party. The resident accepts full responsibility for their guest.

## **ACCESS**

All users must complete a Pool / Gym amenities & surrounding areas Induction within the time frame provided from management once access has been granted, and after the initial settlement. Inductions are only completed during the allocated times as specified by the Club Management.

Access for all users is via the front entrance of the facility. In the case of an emergency all swipe access (doors and gates) will automatically unlock for the purpose of a safe exit from the facility.

Each household is entitled to one complimentary fob, which is provided upon gaining access to the facility once ownership or tenancy documentation has been submitted and the appropriate paper work is completed and brief rules / access has been explained. Each household may then purchase one additional fob via [www.enginekeyordering.com.au](http://www.enginekeyordering.com.au) with a maximum of 2 fobs per household. As per the Owners Corporation Rules a maximum of two fobs is allowed per household.

Thank you for taking the time to complete your application carefully and we hope you enjoy all of the amazing Facilities available to you here at Club Armstrong.

CLUB ARMSTRONG  
101 UNITY DRIVE MT DUNEED 3217  
Ph: 9037 0885  
[www.armstronglife.com.au](http://www.armstronglife.com.au)  
[clubmanager@armstronglife.com.au](mailto:clubmanager@armstronglife.com.au)



## Rules of Use: GYM

Please read the following carefully.

- △ The Gym Amenities are open for use from **5:00am-10:00pm Monday-Sunday**
- △ Users are not permitted to access these amenities outside of the designated hours of use
- △ Children under the age of 16 must be **\*\*ACTIVELY SUPERVISED\*\*** by an adult resident at all times
- △ **No child under the age of 12 is permitted in the gym at any time**
- △ The Gym Amenities are intended for use by residents and a guest only
- △ Guests are only permitted to use the Amenities if accompanied by a Club Armstrong resident at all times.
- △ Club Armstrong Residents accept full responsibility for guests, in their use of the Gym Amenities.
- △ Residents must ensure their guest is fully aware of the Amenities and their rules of use.
- △ Appropriate clothing & foot wear must be worn at all times while using the Amenities and surrounding area.
- △ No food or alcohol is permitted in the Gym
- △ Smoking is not permitted at any time throughout the facility.
- △ No pets at any time in the Gym or surrounding areas.
- △ For reasons of health and safety, users must adhere strictly to the following:
  - All equipment is to be returned tidily to the appropriate location in the Gym and surrounding area
  - Users who wish to use the Gym must bring a towel.
  - Suitable gym wear must be worn at all times.
  - All equipment must be wiped down after use. Disinfectant spray has been provided for all gym users.
  - Offensive behavior or language will not be tolerated
  - Excessive noise and mistreatment of equipment will not be tolerated
- △ The user will under no circumstances use the amenities for any trade or business where they receive financial restitution.
- △ The Owners Corporation and Centre Management reserve the right to close down the Gym amenities for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the amenities.
- △ The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- △ Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access into the Gym amenities and surround area will be reviewed by the Owners Corporation.

**\*\*ACTIVELY SUPERVISED\*\*** Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians **MUST** position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.



## Rules of Use: POOL & RESORT POOL

Please read the following carefully.

- △ The Pool & Resort Pool Amenities are open for use from **7:00am-10:00pm Monday-Friday AND 8:00am to 10:00pm Weekends and Public Holidays**
- △ Users are not permitted to access these amenities outside of the designated hours of use
- △ Children under the age of 16 must be **\*\*ACTIVELY SUPERVISED\*\*** by an adult at all times
- △ The Pool & Resort Pool Amenities are intended for use by residents and guest only
- △ Guests are only permitted to use the Amenities when accompanied by a Club Armstrong resident
- △ Residents accept full responsibility for guests, in their use of the Pool & Resort Pool Amenities.
- △ Residents must ensure their guest is fully aware of the Amenities and their rules of use.
- △ Appropriate clothing & footwear must be worn at all times while using the Amenities
- △ No alcohol is permitted in the Pool &/Or Resort Pool area. Food is permitted in the outside facilities however residents are required to clean up after themselves ie: rubbish must be put into the bins. Chairs put back to their appropriate place ready for use again.
- △ Smoking is not permitted at any time throughout the facility.
- △ No pets at any time in the Pool &/Or Resort Pool or surrounding areas.
- △ Please observe all safety signage and note the following rules apply in the Pool & Resort Pool area – NO Diving, No Running, NO Bombing, NO Horseplay, NO glass wear
- △ For reasons of health and safety, users must adhere strictly to the following:
  - All equipment and furniture is to be returned tidily to the appropriate location in the Pool & Resort Pool and surrounding area.
  - Users who wish to use the Pool &/Or Resort Pool must bring a towel to dry off
  - **Users must refrain from walking through common property whilst still wet.**
  - Suitable swimwear must be worn at all times.
  - All users must shower before entering the Pool &/Or Resort Pool.
  - Offensive behavior or language will not be tolerated.
  - Excessive noise and mistreatment of equipment will not be tolerated
- △ The user will under no circumstances use the amenities for any trade or business where they receive financial restitution.
- △ The Owners Corporation and Centre Management reserve the right to close down the Pool & Resort Pool amenities for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the amenities.
- △ The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- △ Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access into the Pool and Resort Pool amenities and surrounding area will be reviewed by the Owners Corporation.

**\*\*ACTIVELY SUPERVISED\*\*** Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians **MUST** position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.



## Rules of Use: BBQ AREA

Please read the following carefully.

- △ The BBQ Amenities are open for use from **8.00am-10:00pm Monday - Sunday**
- △ Users are not permitted to access these amenities outside of the designated hours of use
- △ Children under the age of 16 must be **\*\*actively supervised\*\*** by an adult at all times
- △ **The BBQ Amenities area are intended for use by residents only**
- △ Guests are only permitted to use the amenities if accompanied by a Club Armstrong Resident
- △ Club Armstrong residents accept full responsibility for guests, in their use of the BBQ amenities. Residents must ensure their guests are fully aware of the amenities and their rules of use.
- △ Appropriate clothing must be worn at all times while using the amenities and surrounding area.
- △ **No alcohol is permitted in the BBQ Area.**
- △ Smoking is not permitted at any time throughout the common property.
- △ Please observe all signage and note the following rules apply for the BBQ Area
  - **No Pets**
  - **No Alcohol**
  - **No Smoking**
  - **No Glass Wear**
- △ For reasons of health and safety, users must adhere strictly to the following:
  - All Users must keep the area tidy and free of rubbish
  - Dangerous goods or gas cylinders are not allowed on common property
  - No sound amplification equipment is to be used
  - BBQ must be cleaned after use
  - Offensive behavior or language will not be tolerated
  - Excessive noise and mistreatment of the BBQ Area will not be tolerated.
- △ The Owners Corporation and Centre Management reserve the right to close down the BBQ areas for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the amenities.
- △ The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- △ Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access to this area will be reviewed by the Owners Corporation.

**\*\*\*ACTIVELY SUPERVISED\*\*\*** Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians **MUST** position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.





## Rules of Use: TENNIS COURTS

Please read the following carefully.

- △ The Tennis Court Amenities are open for use from **7:00am-10:00pm Monday-Friday AND 8:00am to 10:00pm Weekends and Public Holidays**
- △ Users are not permitted to access these amenities outside of the designated hours of use
- △ Children under the age of 16 must be **\*\*ACTIVELY SUPERVISED\*\*** by an adult at all times
- △ The Tennis Court Amenities are intended for use by residents and guest only
- △ Guests are only permitted to use the Amenities when accompanied by a Club Armstrong resident
- △ Club Armstrong Residents accept full responsibility for guests, in their use of the Tennis Court Amenities.
- △ Residents must ensure their guest is fully aware of the Amenities and their rules of use.
- △ The guest policy must be adhered to at all times.
- △ Appropriate clothing & footwear must be worn at all times while using the Amenities and surrounding area.
- △ No alcohol, No smoking and No food is permitted in the Tennis Court area.
- △ No pets are permitted in the tennis court area or surrounding areas.
- △ **Strictly NO scooters, NO bikes, NO skateboards are to be used within the Tennis Court area**
- △ You are not required to book the use of the courts in the quieter season, however from November to February bookings are required via [www.armstronglife.com.au](http://www.armstronglife.com.au)
- △ Offensive behavior or language will not be tolerated.
- △ Excessive noise and mistreatment of equipment will not be tolerated
- △ The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- △ Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access to this area will be reviewed by the Owners Corporation.

**\*\*ACTIVELY SUPERVISED\*\*** Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians **MUST** position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.

### IMPORTANT – Please note:

- △ Tenants are aware that as of the end of lease date access is automatically cancelled until proof of lease extension is provided. This must be from the landlord or estate agent on their letterhead and provided to Club Management.
- △ Both owners and tenants are aware that if / when they vacate / sell on the property they are responsible for returning the fob/s to the Club Armstrong office, charges WILL BE incurred if fob/s are not returned. This WILL also impact the next resident for that property gaining their access.



## Induction

At the end of induction, users of Club Armstrong Amenities should feel familiar with the services and amenities on offer. Users should know the location of all amenities in the facility. Users should be confident in the use of the amenities, equipment and activities. All users should have an understanding and acknowledge the requirements for the facility.

<input type="checkbox"/> I know the location of services, including restrooms, change rooms, showers and all other amenities	<input type="checkbox"/>
<input type="checkbox"/> I have been advised of the location of first aid, defibrillator, lifesaving equipment	<input type="checkbox"/>
<input type="checkbox"/> The location of fire exits has been explained	<input type="checkbox"/>
<input type="checkbox"/> I understand that exercise and the use of these amenities may cause injury or aggravate certain medical conditions	<input type="checkbox"/>
<input type="checkbox"/> I have read and understand the rules of use for the Pool, Gym amenities & surrounding areas	<input type="checkbox"/>
<input type="checkbox"/> I am confident in my use of the facility	<input type="checkbox"/>
<input type="checkbox"/> I understand and will comply with the guest policy that has been explained to me	<input type="checkbox"/>
<input type="checkbox"/> I will actively supervise my children that are under the age of 16 years	<input type="checkbox"/>

## DECLARATION

I confirm that I have read and understand the Rules of Use for the Pool/ Gym amenities and surrounding areas, I hereby agree to abide by these. I am aware of the rules governing the use of both the Pool, Gym amenities and surrounding areas. I have been correctly shown the use of these amenities and confirm that if I so decide to use these amenities I do so at my own risk without liability to the Owners Corporation and/or Management.

NAME:

ADDRESS:

Signature:

Date:



## FUNCTION ROOM HIRE

### Upstairs Function Room:

- Maximum Capacity 220 people (this includes children and staff)
- \$200 refundable Bond, pending condition report
- \$200 cleaning fee
- Use of 10 large round table and 100 chairs plus furniture

### The Parents Room:

- Maximum Capacity 26 people (this includes children and staff)
- \$200 refundable Bond, pending condition report
- \$200 cleaning fee
- No alcohol is permitted in the parent's room at any time

### Terms:

- Each Lot is entitled to 2 bookings per financial year
- You must be 'financial' to book a function room
- Use of either function space has access to the kitchen, microwave, fridge and oven
- The hirer is responsible for ALL guests at ALL times
- The hirer must be in attendance of the function at ALL times
- Minimum of 14 days booking in advance is required
- The \$200 bond is required when securing your booking
- All functions require a \$200 cleaning fee, this price is subject to change
- The hirer must provide a temporary liquor license to management prior if alcohol is going to be served. This can be done via [www.vcalr.vic.gov.au](http://www.vcalr.vic.gov.au) and is a policy of the Owners Corporation
- If your function is being catered, your caterer can provide their liquor license details, always check with them first
- If your function is after 6pm and you are having over 50 guests, you must have at least 1 security guard
- If your function has liquor you are required to have 1 security guard per 50 people
- You can engage your own security company but all relevant certificates must be presented to management
- The current price we have from our Security Company is \$65 per guard per hour
- ALL relevant documentation must be provided to management a minimum of 24hrs prior to your function or your event WILL be cancelled
- Responsible service of alcohol is enforced
- You must ensure your guests remain within the function space area, they do not have access to the remainder of the facilities i.e. pools, gym or tennis courts
- You must ensure your guests are acting appropriately at all times
- Smoking is strictly not permitted within the facility including the decks and balcony
- After the function a condition report will be completed and signed off by staff & the hirer
- The hirer will ensure the doors during their function remain closed
- Your function needs to end 1 hour prior to the closing time to allow for clean up
- The hirer will return all furniture to where it was originally and take ALL of their rubbish away

### What to do:

- Collect terms of use and an enquiry form from management, complete it and return to the office
- Your form will be forwarded to the Owners Corporation Manager who will generate the invoices as required
- Special function fobs will be issued to you prior to the function



## **Club Armstrong Function Room Rules of Use:**

### **DEFINITIONS:**

**Applicant** means a Member or Occupier who makes an Application;

**Application** means an application made for the use of the function room for a function

**Approve or Approval** means an approval in writing given by the Owners Corporation or its approved delegate in respect of the application which may or may not contain conditions;

**Booking time** means function time plus a minimum of 1 hour cleaning time at the duration of a function

A **community group** activity or **event** is open to all Armstrong Estate residents where the goal is to enable residents to socially connect

**Hirer** means a person who resides in a residence in Armstrong Estate who makes the application to use the Armstrong Estate Function Room and is responsible for: the actions of themselves and Guests, all financial commitments and any damages caused.

**Hours of Operation** means the time which the hirer may request access to the function room on the day of their event.

**Financial Club member** means the resident must have all Owners Corporation fees up to date.

A **Private Function** uses a resident's entitlement to the Function Room, the resident can invite external invitees and takes responsibility for those persons entering and departing the Club and also their responsible behaviour while using the function room.

**Refuse or Refusal** means a refusal in writing given by the Owners Corporation Committee in respect of an Application.

# ARMSTRONG

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## INTRODUCTION:

1. Organisations, groups or individuals who hire the function room and furniture, do so only for the stated purpose, which purpose must be lawful and conducted in a manner that does not disrupt or inconvenience other users of the facility. The period of hire shall commence in accordance to allocated booking time and conclude at the agreed times nominated on booking application and rooms vacated promptly.
2. The Owners Corporation maintains a "Fair Use Policy" that covers the additional guidelines for approving the use of the recreational facility.
3. The function room is not available for private function bookings on the evening prior to a Public Holiday, & or on a Public Holiday, or days in lieu of a Public Holiday, additional bond and charges will apply;
4. In the event of no private function booking during the requested date and time the Owners Corporation may consider the approval of Community Group Activities or Events. Priority will be given to private bookings and the Owners Corporation reserves the right to cancel or move Community Group Activities to allow for a private function;
5. The Owners Corporation (OC) may set additional requirements prior to the approval of any community group activity or event including but not limited to: frequency, available times & days, duration, additional bonds and fees;
6. The hirer will be requested to show proof of identity and residency.
7. A Lot Owner must be a financial member of the OC. If the Lot Owner is un-financial, the occupier will be advised.
8. The hirer must be in attendance at all times during the function and is responsible for all the guests and their behaviour
9. The OC reserves the right to cancel or amend all function room bookings
10. Community initiatives as defined and approved by the Armstrong Residents Committee will be exempt from the frequency of the booking policy.

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## **FREQUENCY OF USE**

1. Each Lot is entitled to two (2) booking per financial year.
2. Where the member has been granted access to the facilities under a lease or rental agreement, the members entitlement to the function room transfers to the occupier:
3. Access to the function room will only be granted to the occupier while the member remains financial
4. The member agrees they may be liable for recovery of costs for damage or loss caused by the occupier, resident members or guests.
5. Bookings must be made 14 days in advance to ensure availability of the booking and process the bond payment.

## **HOURS OF OPERATION, BOOKING TIME & SUSPENSION OF DRINKS SERVICE AND ENTERTAINMENT**

1. Hours of operation for the upstairs function room are:
  - Sunday – Thursday start 5am – 10:00pm
  - Friday & Saturday start 5am – 12:00pm
2. Hours of operation for the parents' room are:
  - Sunday – Thursday start 5am – 10:00pm
  - Friday & Saturday start 5am – 10:00pm
3. If alcohol is served during the function all drinks must cease 1 hour prior to the end of the function.
4. All entertainment must cease no later than Sunday to Thursday 9:00pm and Friday to Saturday 11pm.
5. The hirer, employees, caterers, security staff must vacate the premises no later than the end of the booking time
6. No alcohol is permitted in the parents' room at any time.

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## **MAXIMUM CAPACITY**

1. The maximum Occupancy must not exceed what is stated on the Planning Permit.
  - a. The Upstairs Function Room is a maximum of 150 people inc. staff, residents, guests, children
  - b. The Parents Room is a maximum of 26 people inc. staff, residents, guests, children
2. The hirer must accept that this figure is inclusive of all catering staff for the function, security guard and entertainers.
3. Non-Compliance of occupancy will result in the request to close the function & to vacate the premises.
4. All costs to enforce occupancy levels will be recovered from the hirer.

## **PAYMENT (ALL PAYMENTS ARE INCLUSIVE OF GST)**

1. The Owners Corporation will set fees and charges for the use of the function room including but not limited to: booking fees, security charges & cleaning fees.
2. In order to secure a booking, the completed enquiry form will be emailed to our owners' corporation manager who will ensure you are a financial club member. Once confirmed invoices for the security bond, cleaning fee and security (if required) will be emailed direct to the hirer (resident)
3. Payment of all invoices is required to secure your booking
4. Failure of the above will result in your booking being cancelled

## **COSTS:**

1. A \$200 security bond is required, which is fully refundable pending a successfully completed condition report with no damage reported
2. A \$200 cleaning fee is required, this is for a full commercial clean of the function space
3. Security is required at your function if you are serving alcohol or if your function is after 6pm. The cost for security is \$65 per hour per guard

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## **COSTS CONTINUED**

4. You are required to have 1 guard per 50 people attending your function inc. staff, residents, children etc
5. Security is required for a minimum of 4 hours and must be present for the entire length of the function

## **PAYMENT OF DAMAGES**

1. The owners' corporation reserves the right to recover any costs incurred as a result of misuse or breach of the facility rules.
2. Costs of damages are determined by the repairing contractor.
3. These costs will be retained from the bond.
4. The hirer will be advised prior to the payment of damages being applied.
5. The hirer is responsible for the full costs of the cleaners and security in accordance with the terms of use. Failure to pay where it is required will result in a function booking cancelled.
6. The Owners Corporation reserves the right to adjust the bond and payment rate(s). In this event, the member will be given the option of confirming the booking at the adjusted rate, or cancelling the booking.

## **SECURITY & ACCESS**

1. Function fobs are issued to provide access to function room.
2. Fobs must be returned at the conclusion of hire period to the secure after hours Key Return Box located at the entry door.
3. All room doors must be locked after use.
4. The Hirer is to collect the function fobs during normal working hours, 1 working day prior to the function.



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## SECURITY & ACCESS CONTINUED

5. Security Payment, functions involving alcohol are required to pay a non-refundable fee to cover the cost of a Security Guard to be onsite.
6. This guard would be dedicated to the function for which they have been hired.
7. Rates for Security are advised under the heading "Payment"

## CATERING

1. ALL functions (self-catered or otherwise) are required to pay a non-refundable cleaning fee as advised under the heading "Payment".
2. Contract cleaners will be arranged. Cold food may be served in rooms providing it is handled and served in a hygienic and safe manner.
3. Food Beverages or Alcohol may not be offered for sale in the function room.
4. Self-Catered Functions - the following items are not permitted in the function room, hot water urns, coffee urns, reheat or cooking appliances.
5. The hirer will have full use of the kitchen

## CLEANING

1. All facilities including furniture, floor coverings, and any other facilities utilised during hire must be left clean and in good order.
2. ALL rubbish must be removed by the hirer and disposed of by the hirer.
3. Packaging must be removed by the Hirer.
4. Charges will apply should the Hirer fail to clean the room adequately.
5. **Decorations of any kind must not be erected or affixed to the walls, glass windows, doors, fittings, and furniture.**

## RESTRICTION OF ALCOHOLIC BEVERAGES

1. Alcoholic beverages and their consumption in the function room is not permitted unless prior approval has been sought and certificate of currency of Public Liability Insurance provided from a holder of a liquor licence.
2. Alcohol can only be served in the function room by a commercial caterer who holds a liquor licence.
3. Commercial catering companies **MUST** supply copies of their current Liquor Licence and public liability Insurance.
4. Guests must comply with Strictly no BYO alcohol permitted under any circumstances.
5. Function room must be vacated by the hours as stated under "hours of operation"
6. Alcohol is not permitted to leave the function room area under any circumstances.
7. **Alcohol being taken from the function room by a member or guest will result in complete loss of bond and a suspension of the member's access to the facility in accordance with the Owners Corporation Breach Penalty system.**

The Liquor Control Reform Act 1998 (the Act) is the primary piece of legislation regulating the supply and consumption of liquor in Victoria. It is a condition of the Function Room Booking Process, when the service of alcohol is intended, a security guard is present at all times as positioned by the OC.

8. The Hirer must provide a receipt from a licenced caterer 1 working day prior to the booking or the booking will be cancelled.
9. The Licensee is responsible for the service of alcohol during the function & all obligations under the Liquor Control Reform Act.
10. At no time, can alcohol be sold by any means, marketed or promoted in the function room. Alcohol cannot be serviced to minors.

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## **Responsible serving of alcohol will be enforced at all times**

Corporation Regulations 2007 & the facility "Rules of Use" displayed throughout the facility. The Owners Corporation reserves the right to recover any costs incurred as a result of misuse or breach of the facility rules. Management reserve the right to change or cancel bookings. Management or an appointed agent of management may enter meeting rooms at any time without prior notification.

## **ANTI-SOCIAL OR VIOLENT BEHAVIOUR**

Any acts of anti-social or violent behaviour by a member or guest during the course of a function will not be tolerated and will result in complete loss of bond and a suspension of the members pass in accordance with the Owners Corporation Breach Penalty system. In the event of this type of incident the function will not be allowed to continue and police notified.

## **FURNITURE USE AND DAMAGE TO PROPERTY**

The function room has tables and chairs available for use which are stored in the store room. It is the responsibility of the Hirer to ensure that all tables & chairs are returned to the allocated position in the store room. Due to the weight of the tables, please take all due care to ensure the safety of yourself & others.

Charges will apply if furniture is not returned to the allocated store room.

All chairs must be properly stacked and tables folded and unfolded with regard to the correct operating mechanism and stored neatly before vacating rooms.

The Hirer will be responsible for the cost of any damage or soiled carpets. Dishwasher / Fridge / Microwave / 100 chairs / 10 round tables / Amplifier with microphone / assorted furniture. All items are listed in the condition report.

## **DAMAGE**

The Hirer is required to notify the Centre Manager of any damages caused, during the allotted time booked for the function. Should any damage be caused to the function area during the period of the function booking, the bond will be retained until any damage caused is repaired.

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## DAMAGE CONTINUED

The cost of the repair of the damage will be deducted from the bond. The member shall be responsible for and agrees to pay any costs in excess of the bond amount for repairs of any damage caused during the function room booking time

## OCCUPATIONAL HEALTH & SAFETY

The Hirer must adhere to all Occupational Health and Safety requirements including those relating to exposure to noise, working at heights, manual handling and safe operation of equipment.

The Hirer shall comply in every respect with regulations under the Health Act 1958 and the Building Code of Australia with regard to public buildings for the prevention of overcrowding and obstruction of doorways, passages, corridors or any other part of the building to ensure the safe exiting from the building in case of an emergency.

Smoking is not permitted anywhere in the facility including toilets, balconies and car park or within five metres of front entry. Illicit drug use is also strictly prohibited.

No animals, birds or reptiles are allowed in any part of the building or rooms.

Dogs must not be tied up and left on leads outside front or rear of building.

Dangerous goods or gas cylinders are not allowed in the building.  
Power points are provided for use of equipment that conforms to Australian standards.

No sound amplification equipment is to be used without prior approval.

No additional lighting is to be installed in the function room without prior approval.

Hot water urns and coffee urns are not permitted in the function room.



**STATEMENT**

I agree to comply with the Armstrong Function Room "Rules of Use". The Owners Corporation reserves the right to restrict my use of the facility in accordance with Occupational Health & Safety, Australia Standards, Owners Corporations Act 2006 and Owners Corporation Regulations 2007 & the facility "Rules of Use" displayed throughout the facility.

The Owners Corporation reserves the right to recover any costs incurred as a result of misuse or breach of the facility rules.

Management reserve the right to change or cancel bookings.

Management or an appointed agent of management may enter meeting rooms at any time without prior notification.

I/We understand and agree to all said in this document & agree that all details relevant to the function that I the hirer have stated are truthful.

Hirer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Club Armstrong Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Lease**

**Owners Corporation No. 1 Plan of Subdivision  
709524N**

**Lessor**

and

**Armstrong Creek Developments Pty Ltd**

**Lessee**

**Of Common Property**

**HWL  
EBSWORTH**  
LAWYERS

Level 26  
530 Collins Street  
MELBOURNE VIC 3000  
DX 584 MELBOURNE  
ABN 37 246 549 189  
Tel: (03) 8644 3500  
Fax: 1300 365 323

[www.hwlebsworth.com.au](http://www.hwlebsworth.com.au)  
Ref: TMG:JH:296366

THIS LEASE is made the 13<sup>th</sup> day of FEBRUARY 2014

Between the Owners Corporation described in the Schedule as the Lessor (Lessor) of the one part AND the party described in the Schedule as the Lessee (Lessee) of the other part.

**Whereas:**

1. The Lessor is the Owners Corporation created under the *Subdivision Act 1988* on registration of Plan of Subdivision 709524N (the Subdivision) relating to the land situate at the Armstrong Creek – Mt Duneed in the State of Victoria.
2. The Lessee has entered or will enter arrangements with the registered proprietor of the Lots by which the Lessee will undertake works on the Lots including but not limited to the construction of Recreational Facilities.
3. The Lessee is desirous of having exclusive use and possession of the Common Property described in the Schedule, including any Common Property which comes into existence on the future registration of stages within the Subdivision, as the demised premises (the Demised Premises) and the Lessor has agreed to exercise its powers under section 14 of the *Owners Corporations Act 2006 (OCA)* by granting by special resolution a Lease of the demised premises to the Lessee subject to the terms and conditions of this Lease:

**Now this Agreement witnesses as follows:**

1. The Lessor **HEREBY GRANTS** to the Lessee the right to the sole and exclusive use and enjoyment of the demised premises to the exclusion of all other members of the Lessor and all other persons, subject to the terms, covenants, conditions and restrictions hereinafter contained, for a term of ninety-nine (99) years commencing on the commencing date set out in the Schedule (the term).
2. The Lessee shall pay to the Lessor rent as set out in the Schedule.
3. The Lessee hereby covenants with the Lessor as follows:
  - (a) Not to do or permit to be done on the Demised Premises anything illegal or which may be a nuisance or annoyance to the Lessor, its members or the occupiers of any other lots on the Subdivision or which would breach any town planning scheme or permit affecting the Demised Premises.
  - (b) Not to use or permit to be used the Demised Premises for any purpose other than for the use set out in the Schedule and then only in such manner as shall be fair and reasonable.
  - (c) To keep the Demised Premises in good and tenable repair and in a clean and tidy state and to remove and/or replace any unhealthy plants and to maintain the demised premises as if they formed part of the Lots.
  - (d) Not to do or permit to be done anything whereby the insurance by the Lessor for public liability or reinstatement and replacement may become void or voidable or which may cause an increase in the premium payable for such insurance and to pay the amount of any such increase to the Lessor on demand.
  - (e) To observe the rules of the Lessor as if the Demised Premises formed part of the Lots and to ensure that any sub-lessee of the Lessee observes the Lessor's rules.

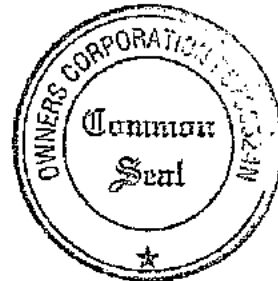
- (f) Not to make any alterations or additions to the demised premises without the prior consent in writing of the Lessor, such consent not to be unreasonably withheld.
4. The Lessor hereby covenants with the Lessee:
- (a) that paying the rent reserved and observing the covenants and agreements herein to be observed and performed shall during the term peaceably and quietly hold and enjoy the Demised Premises without any lawful interruption by the Lessor or any persons or any person lawfully claiming under the Lessor except as is provided by Clause 9.; and
- (b) that the Lessor shall be liable for all annually recurrent outgoings and insurances taken out and required to be taken out by it under the OCA.
5. **IT IS HEREBY AGREED AND DECLARED** that the Lease hereby granted shall cease and determine should the Lessee be in breach of any of the covenants set out in Clause 3 hereof **PROVIDED** such breach has continued for a period of thirty days after the Lessee has received a notice in writing from the Lessor advising the Lessee of such breach and requiring the Lessee to rectify such breach within that period and the Lessee has failed to do so. This lease shall also cease and determine on the winding up of the Lessor or the cancellation of the Subdivision.
6. **IT IS FURTHER AGREED AND DECLARED** that this Lease may be terminated by the Lessee by giving fourteen days' notice to the Lessor without specifying any ground of termination and that upon the expiration of that notice each party waives any rights and forever releases and discharges the other party from any obligations under this Lease and the Lessor indemnifies the Lessee for any loss, damage or penalty claimed by it to the extent permitted by law.
7. This Lease shall be transferable by the Lessee as of right and without the Lessee having to first obtain the consent of the Lessor to such transfer.
8. The Lessee shall be entitled to grant a sub-Lease or licence of the Demised Premises or any part thereof to a sub-lessee or licensee as of right without having first to obtain the consent of the Lessor to such sub-lease or license provided that the Lessee shall require the sub-lessee or licensee to execute a deed of covenant with the Lessor to observe the covenants set out in Clause 3 hereof.
9. This Lease is granted subject at all times to the rights of the Lessor, members of the Lessor and occupiers of lots on the Subdivision to exercise their easements and rights over the demised premises pursuant to the *Subdivision Act 1988*.
10. Without prejudice to any other means of giving notice, any notice requiring to be served hereunder on the Lessee shall be sufficiently served if addressed to the Lessee and if delivered at or posted by security post to the address of the Lessee in Victoria last known to the Lessor. Any notice sent by post shall be deemed to have been given 48 hours after posting.
11. In this Lease where the context so admits or requires words importing the singular shall include the plural and words importing the masculine gender shall include the feminine or neuter and the expression Lessee shall include the personal representatives, successors and transferees of the Lessee. Where more than one person comprises the Lessee the obligations of those persons shall be joint and several.
12. (a) GST means any consumption tax imposed by government which operates during the Term or any renewal or overholding period and includes (but is not limited to) a goods and services tax a broad based consumption or indirect tax and value added tax.
- (b) GST Law includes any law introducing relating to or in furtherance of a GST.



- (c) Input Tax Credit in relation to a supply means a credit under the GST Law for the GST payable by the recipient in respect of the supply.
- (d) Price means the consideration for a taxable supply without any discount for GST.
- (e) Tax Invoice in relation to a supply means an invoice for the supply required by the GST Law to support a claim by the recipient for an Input Tax Credit for the GST on the supply.
- (f) An amount payable by the Owner under this Lease in respect of a supply by the Owners Corporation which is a taxable supply under the GST Law (unless expressed to represent the Price of the supply) represents the GST exclusive value of the supply and the Owner as recipient of the supply must in addition pay to the Owners Corporation the GST payable in respect of the supply.
- (g) If this Lease requires the Owner to pay reimburse or contribute to an amount paid or payable by the Owners Corporation in respect of an acquisition from a third party for which the Owners Corporation is entitled to an Input Tax Credit the amount for payment reimbursement or contribution will be the GST exclusive value of the acquisition by the Owners Corporation plus the GST payable in respect of that supply but only if the recovery by the Owners Corporation from the Owner will be a taxable supply under the GST Law.
- (h) The obligation on the Owner pursuant to the preceding paragraphs of this sub clause to pay the GST on a taxable supply to it by the Owners Corporation arises on the delivery by the Owners Corporation of a Tax Invoice for the supply.

IN WITNESS WHEREOF the parties hereto have executed this Lease as a Deed the day and year first hereinbefore written.

The Common seal of the Lessor was affixed in accordance with section 20 of the OCA and in accordance with the special resolution dated in the presence of:



JOEY COSTELLO  
Full Name

\_\_\_\_\_  
Full Name

15/11/15 6 TIVERSIDE QUAY SOUTH AUCKLAND  
Address

\_\_\_\_\_  
Address

CHAIRPERSON OF THE INSTRUCTED ATM MEET 12 2 12  
Member of Owners Corporation

\_\_\_\_\_  
Member of Owners Corporation

ACTING FOR ALL OWNERS AS HOLDER OF ALL LOTS OF OWNERS CORPORATION NO 1 PS NO: 709522 N

Lease

HWL Ebsworth

Signed Sealed and Delivered by Lessee in the presence of and who is identified as the named person by:



Witness signature

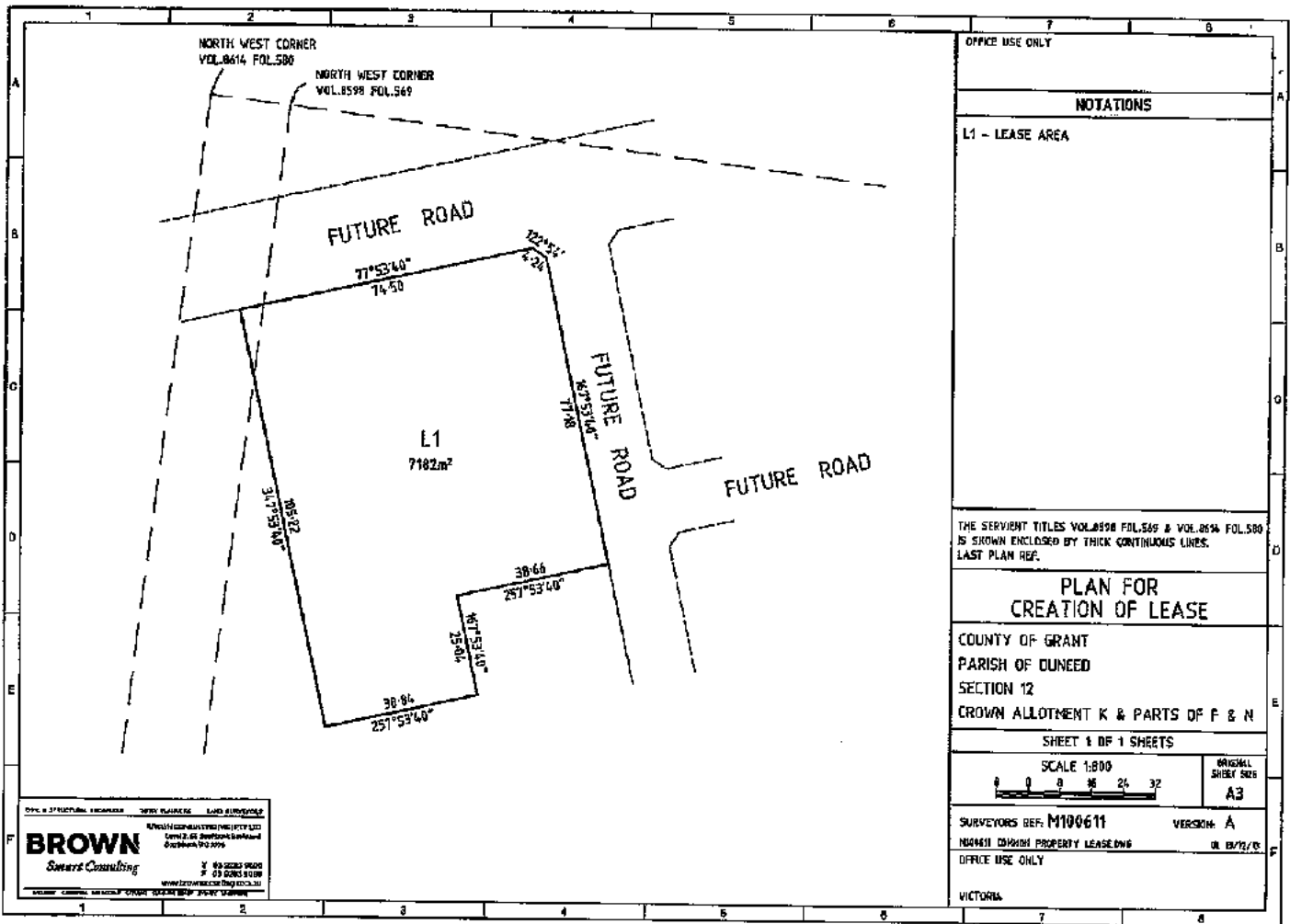
ANDREW COOPER  
Name (please print)

15 RUE / 5 T. V. F. R. I. O. F. Q. U. A. N. S. O. U. T. H. I. A. N. K.  
Address

Please note any witness should confirm the identity of the person signing to be the same person named in the document.

**Schedule**

- 1 Lessor: Owners Corporation PN 1 of Subdivision 709524N
- 2 Lessee: Armstrong Creek Developments Pty Ltd
- 3 The Lots: Lots S5 and S6 on the Subdivision
- 4 The Demised Premises: All Common Property within the Subdivision in accordance with the attached Lease Plan
- 5 Commencing Date: The date on which this Lease is executed by the Lessor and Lessee
- 6 Rent: \$1 for the Term, receipt of which is acknowledged by the execution of this Lease by the Lessor and Lessee
- 7 Term: 99 years from the date of execution of this Lease
- 8 Use of Demised Premises: The use and development of the Subdivision



OFFICE USE ONLY

**NOTATIONS**

L1 - LEASE AREA

THE SERVIENT TITLES VOL.8598 FOL.569 & VOL.864 FOL.580 IS SHOWN ENCLOSED BY THICK CONTINUOUS LINES. LAST PLAN REF.

**PLAN FOR CREATION OF LEASE**

COUNTY OF GRANT  
 PARISH OF DUNEED  
 SECTION 12  
 CROWN ALLOTMENT K & PARTS OF F & N

SHEET 1 OF 1 SHEETS

SCALE 1:800  
 ORIGINAL SHEET SIZE A3

SURVEYORS REF: M100611 VERSION: A  
 NARRAN DISTRICT PROPERTY LEASING INC. OR 18/12/15

OFFICE USE ONLY  
 VICTORIA

**BROWN**  
*Survey Consulting*  
 1 86 0280 8000  
 2 03 0280 8000  
 www.brownsurveying.com.au

## **Development Agreement**

**for**

**Armstrong Creek – Mt Duneed**

**BETWEEN:**

**Owners Corporation Plan No. 1 of Subdivision 709524N**

**and**

**Whites Road Pty Ltd of 141 View Street, Bendigo 3550**

**HWL  
EBSWORTH**  
LAWYERS

Level 26  
530 Collins Street  
MELBOURNE VIC 3000  
DX 664 MELBOURNE  
ABN 37 246 549 189  
Tel: (03) 8644 3500  
Fax: 1300 366 323  
[www.hwlebsworth.com.au](http://www.hwlebsworth.com.au)  
Ref: TMG:JH: 296366

**Development Agreement**

<b>Date</b>	12 2 12
<b>Parties</b>	
	<p><b>Owners Corporation Plan No. 1 of Subdivision 709524N of 60A Whites Road, Mt Duneed, 3217</b></p> <p style="text-align: right;"><b>(the Owners Corporation)</b></p> <p><b>Whites Road Pty Ltd of 141 View Street, Bendigo 3550</b> <span style="float: right;"><b>(the Owner)</b></span></p>
<b>Recitals</b>	
A.	The Owner is the registered proprietor of the land known as 50A Whites Road, Mt Duneed and being the land described in Certificates of Title Volume 11470 Folio 058 (S5) and Volume 11470 Folio 059 (S6) (hereinafter collectively referred to as the Land).
B.	The Owner and its agents are in the process of developing the Land (the Development).
C.	The Owners Corporation is the Owners Corporation created on the registration of the Plan of Subdivision 709524N (the Plan of Subdivision).
D.	Part of the Development involves the construction of recreational facilities (Recreational Facilities) on the Land.
E.	The Owner, its agent, successor or transferee may elect to appoint an operator of the Recreational Facilities which will be constructed on the Land by the Developer.
F.	As a consequence of the matters recited at Recital E the Owners Corporation has agreed to lease to the Developer in accordance with the attached Lease all common property which came into existence upon registration of the Plan of Subdivision and all parcels of land which shall become common property upon the registration of any future stage of the Plan.
G.	The Owner and its agents may decide to use the Recreational Facilities or part thereof for the sale and promotion of the Development.
H.	The Owners Corporation wishes to procure rights to use the Recreational Facilities for Owners of lots and Occupiers.
I.	The Owners Corporation and the Owner wish to enter into this agreement to show the required good faith and determination to act in the best interests of the Owners Corporation and Owners of lots and Occupiers in providing for the construction of the proposed Recreational Facilities and for their use and for the future incorporation of some or all of the site into common property by a further stage plan.

**Agreement**

The parties agree that:

**1. Definitions and Interpretations**

---

**OCA** means the Owners Corporations Act 2006 (Vic).

**Area Plan** means the attached plan showing the proposed location of the Recreational Facilities.

**Architect** means the architect appointed by the Owner and its agents from time to time.

**Owners Corporation** means Owners Corporation No. 1 Plan of Subdivision 709524N.

**Builder** means the builder or contractor engaged by and on behalf of the Owner and its agents to carry out the Works.

**Building** means the buildings to be constructed on common property as shown on the attached Area Plan.

**Common Property** means such of the Land as shown on the Plan of Subdivision as common property and includes any area of the Land that shall become common property upon the registration of any future stage of the Plan.

**Developer** means Armstrong Creek Developments Pty Ltd which has entered or will enter arrangements with the registered proprietor of lots S5 and S6 in the Plan by which the Developer will undertake Works on the Land and Common Property including but not limited to the construction of Recreational Facilities.

**Development** means the development of the Recreational Facilities to be undertaken by and on behalf of the Owner and its agents generally in accordance with the Plans and Specifications.

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

**Land** means Certificates of Title Volume 11470 Folio 058 and Volume 11470 Folio 059 and any other land within the Plan of which the Owner is the registered proprietor, entitled to be registered as the proprietor or may at any future time be registered as the proprietor.

**Lot** means each and every lot on the Plan.

**Manager** means the person for the time being appointed by the Owners Corporation as its manager.

**Owners of lots** means the registered proprietors of all lots on the Plan save and except for the Owner.

**Plan** means the Plan of Subdivision No 709524N.

**Planning Permit** means the planning permit issued in relation to the Development.

**Plans and Specifications** means the architectural plans and specifications for the Development to be provided by the Architect.

**Recreational Facilities** means the recreational facilities to be erected by the Owner and its agents on the Land for the use of all Owners of lots and occupiers.

**Regulations** means the Owners Corporations Regulations 2007.

**Works** means the design and construction works required for the completion of the Development substantially in accordance with the Plans and Specifications (inclusive of any variations) at any stage or part thereof.

Unless the context otherwise requires:

- 1.1 Headings are for convenience only.
- 1.2 Words importing a gender include any gender.
- 1.3 An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency.
- 1.4 A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.
- 1.5 A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.
- 1.6 A reference to an 'Owners Corporation' includes any elected committee of the Owners Corporation in whose favour the Owners Corporation has resolved to delegate power and/or in whose favour the Owners Corporation has executed an Instrument of delegation of Power.
- 1.7 A reference to a thing includes part of that thing.

**2. Term**

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- 2.1 The parties agree that this agreement shall continue for a term of ninety-nine (99) years from the date on which it is executed by the parties.

**3. Owners Corporation's Acknowledgement**

---

The Owners Corporation acknowledges to the Owner and agrees:

- 3.1 That the Planning Permit permits the development of the Land.
- 3.2 That the Plan is a staged subdivision.
- 3.3 That the Owner and its agents (including but not limited to the Developer) may develop the Land and Common Property for any purpose permitted by the Planning Permit with the Owner and its agents having the exclusive right to amend or vary the Planning Permit or make application for a further planning permit so as to enable the Owner and its agents to develop the Land in any manner the Owner and its agents may decide or determine.
- 3.4 That the Owner has engaged or will engage the Developer to develop the Land including construction of the Recreational Facilities and the Works.

**4. Variations**

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- 4.1 The Owner may without reference to the Owners Corporation at any time approve variations to the Plans and Specifications as the Owner deems necessary or desirable. Such variations or alterations may include:



- 4.1.1 substitution of any of the fixtures, fittings, finishes and appliances with items of similar quality;
  - 4.1.2 changes in the size or design to balconies or other similar structures in or about the Common Property;
  - 4.1.3 changes to the size, nature or location of the Building, Recreational Facilities, Common Property, Area Plan and the Land;
  - 4.1.4 undertaking landscaping of the Common Property in a manner consistent with the Development;
  - 4.1.5 closing or changing the size, nature or location of the Common Property (and to the extent required, the Owners Corporation will procure all necessary consents and resolutions to give effect to the same);
  - 4.1.6 any changes resulting from the site conditions or to ensure compliance with any requirements of any Authorities;
  - 4.1.7 making improvements to any building or the Common Property;
  - 4.1.8 adding to or reducing, varying or extending, modifying or redesigning any building including the installation of additional levels or a new façade;
  - 4.1.9 changing the mix and composition of the Plan; and
  - 4.1.10 alterations to and repositioning of building facades required to accommodate changes to the proposed use, mix and composition of Lots or allotments as the nature of the Plan evolves.
- 4.2 That the Owner and/or its agent(s) may for the purpose of completion of the Works or in any event:
- 4.2.1 Install, affix or erect such structures, barriers, fences, hoardings, signs on Common Property as it deems necessary to facilitate the Works;
  - 4.2.2 install furniture, tables, chairs or other equipment in Common Property areas;
  - 4.2.3 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out the Works or any activities in relation to the completion of any buildings or structures on the Land including but not limited to the Recreational Facilities on such terms as it deems appropriate;
  - 4.2.4 exclude any Owner and invitees from any parts of the Common Property as may be necessary in order to carry out the Works;
  - 4.2.5 erect 'for sale', 'for lease', promotional advertising or other signs as it may require on any part of the Common Property;
  - 4.2.6 grant rights to use or access through or over the Common Property (including sub-leases of parts of the Common Property) to third parties on such terms and conditions as the Owner thinks fit;
  - 4.2.7 use whatever rights of way and/or points of egress and ingress to the Common Property as necessary to carry out the Works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Common Property in order to carry out the Works;

- 4.2.8 install cabling, line links, head ends, wiring, conduits, boxes, wall plates, splitters and, other electronic equipment and facilities on any part of the Common Property;
- 4.2.9 enter into long-term agreements for the supply of utilities to the Land or Common Property;
- 4.2.10 connect to existing services;
- 4.2.11 create or reserve such easements or reservations over areas of the Common Property as may be necessary to give effect to and to protect the rights of ownership of and access to equipment and facilities within such areas;
- 4.2.12 assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion provided the Owner notify that Owners Corporation of any such assignment; and
- 4.2.13 construct any part of the Works on Common Property,
- 4.2.14 erect such barriers, fences, hoardings and signs as are necessary to facilitate the Works and Occupational Health and Safety compliance;

provided that the Owner, agents and any third party authorised by the Owner under this clause or any transferee or assignee, must not in exercising its rights and entitlements under this clause, restrict or limit the use of any Lot and must exercise such rights and entitlements in consultation with the Manager.

- 4.3 That there will be continuing surveying, engineering and construction works in respect of the Land and the Owners Corporation grants the Owner and its agents and the Builder and their contractors, consultants and other invitees the right of access to the Common Property for those purposes.
- 4.4 That the Development will involve connections to existing services and further construction, parts of which will become Common Property on registration of plans under the *Subdivision Act 1988* and that these works and connections are contemplated by the Plans and Specifications and Owners of lots will make no objection to any of such connections or works.

## **5. The Owner's Covenants**

The Owner covenants and agrees with the Owners Corporation:

- 5.1 To cause minimum disturbance and dislocation to Owners of lots and occupiers in the course of or arising out of the Works. All of the Works shall unless otherwise specified be at the cost of the Owner.
- 5.2 To be responsible for the upgrading of any present services whether fire services, electricity, sewerage, gas, water or any other services as may be necessary to provide adequate service to the existing Lots and the Building if the Works result in an inadequacy of service currently enjoyed by Owners of Lots and occupiers.
- 5.3 To ensure that the Works are duly completed and carried out in a proper and workmanlike manner and in accordance with Plans and Specifications and in accordance with requirements within the planning scheme and any permits granted thereunder and to provide on completion the following:
  - 5.3.1 Occupancy Permit and/or Certificate of Final Inspection; and
  - 5.3.2 Certificate of Practical Completion from the Architect.

## **Development Agreement**

HWL Ebsworth

- 5.4 To regularly remove all rubbish from the Land resulting from the Works and to leave the Land at the completion of the Works on each day in a clean and tidy condition.
- 5.5 To provide the Owners Corporation with copies of the Planning Permit and the Plans and Specifications in relation to the Works and any amendments to the Works.
- 5.6 To take out and maintain the insurances for public liability of at least \$20million, for contract works covering the cost of the Works and for third party damage of at least \$20million in the name of the Owners Corporation, the Owner and to produce the policies and proof of currency to the Owners Corporation.

## **6. Owner's Election**

Notwithstanding anything contained in this Development Agreement the Owner may at any time decide not to proceed further with the Works and upon giving notice of such decision to the Owners Corporation the Owner shall be released from its obligation under this Development Agreement to do the Works.

## **7. Recreational Facilities**

The Owner reserves the right to use the Land and the Recreational Facilities whether or not either area has been incorporated into Common Property and if such area has been incorporated into common property the Owners Corporation hereby irrevocably acknowledges and agrees to grant a lease or leases to the Owner and/or its nominee for the term of ninety nine (99) years for the annual rent of one dollar (\$1) should rent be requested and shall do all such things and sign all such documents as are necessary to give effect to such lease or leases. This right shall amount to an exclusive right to use the Land and the Recreational Facilities but shall be subject to the Lessee keeping the demised premises in good and tenable repair and clean and tidy. Such right to use shall continue for ninety nine (99) years from the completion of the Recreational Facilities or until all of the Lots within the Plan have been sold and settled, whichever is the later date. The consideration for the right to use is the construction by the Owner and its agents of the Works at the cost of the Owner.

## **8. Access by Owners of lots and Occupiers**

The Owner and/or nominee shall from the time of completion of the Recreational Facilities make the Recreational Facilities available to Owners of Lots and Occupiers at a charge and on such terms to be determined by the Owner.

## **9. Dispute Resolution**

- 9.1 Should there be any disagreement arising between the Owner and the Owners Corporation either party may give written notice of the disagreement to the other party. The notice shall state that it is a notice under this Clause 9 and shall specify the disagreement concerned (the "Notice").
- 9.2 If a disagreement which is the subject of a Notice is not settled by agreement between the parties within 7 days of service of the Notice, then to the extent permitted by law, either party may by further notice in writing submit such a disagreement to an independent expert who shall be agreed upon by the parties, or if no such agreement can be reached within 14 days of the service of the Notice, to an independent expert who shall have experience in the relevant field of the disagreement nominated by the President for the time being of the Law Institute of Victoria or the nominee of the President.
- 9.3 The independent expert shall deliver any determination supported by reasons and in doing so shall be deemed to act as an expert and not as an arbitrator.
- 9.4 The independent expert's fees shall be borne equally by the parties.

- 9.5 The independent expert's determination shall be binding on the Owner and the Owners Corporation.
- 9.6 Nothing in this clause shall preclude either party from seeking injunctive relief from any court or competent jurisdiction should either party deem that to be necessary.

**10. Agreement to Execute**

The parties agree to promptly diligently and fully complete and execute all documents and do all acts matters and things and to procure and provide all information documents and particulars as on their respective part may be reasonably necessary to give full financial commercial and legal effect to this Agreement.

**11. Delegation to Manager**

The Owners Corporation hereby acknowledges and agrees to delegate to the Manager all powers and functions exercisable by ordinary resolution and to execute an instrument of delegation to that effect. Matters requiring the approval of the Owners Corporation are to be referred to the manager whose decision will be accepted by the Owners Corporation as its decision. Any consents or approvals of the Owners Corporation under this Agreement are not to be unreasonably withheld or unreasonably delayed.

**12. Goods and Services Tax (GST)****12.1 Preliminary**

Words or expressions used in this clause that are defined in *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* have the same meaning given to them in that Act, unless the context suggests otherwise.

**12.2 GST Inclusive**

Any amount specified or consideration provided in this Development Agreement as the consideration payable for any taxable supply includes any GST payable in respect of that supply.

**12.3 Mutual Supplies**

The parties agree, in mutual consideration for the Developer's development of the Land and undertaking Works on the Land and Common Property including (but not limited to) the construction of Recreational Facilities pursuant to this Development Agreement, and the Owners Corporation's agreement to grant a lease to the Developer, that these respective supplies made by the Developer and the Owners Corporation to the other party under this Development Agreement are of equal value.

**12.4 Tax Invoice**

Each party agrees to do all things, including providing valid tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Development Agreement.

**12.5 Reimbursement of Expenses**

If a third party makes a taxable supply and this Agreement requires a party to this Development Agreement (the payer) to pay for, reimburse or contribute to (pay) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST

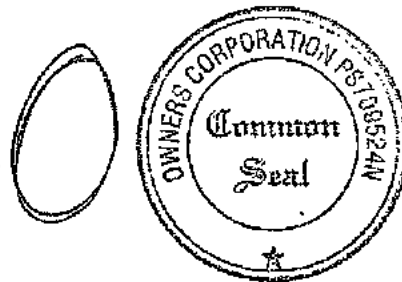
Development Agreement

HVL Ebsworth

payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

In witness hereof this Agreement is executed as a Deed and binding legal obligation this 12th day of February 2014.

The Common Seal of Owners Corporation No 1 Plan of Subdivision 709524N was affixed and witnessed by and in the presence of persons who declare they are Lot Owners of separate Lots and owners of lots of the Owners Corporation or by a director of a corporation that is a Lot Owner in accordance with Sections 20 and 21 of the Owners Corporations Act 2006;



Signature of Witness

RORY COSTELLOE

Name of Witness - Please Print Full Name

151 View Street, Bendigo

Address of Witness

Signature of Witness

Name of Witness - Please Print Full Name

SOUTHGATE

Address of Witness

CHAIRPERSON OF THE INAUGURAL AGM HELD 12 & 13 FEBRUARY 2014 FOR ALL OWNERS AS HOLDER OF ALL LOTS OF OWNERS

Date: 12 & 13

Position (Lot Owner or Director)

Date: CORPORATION NO 1

PS NO 709524N

Executed by Whites Road Pty Ltd by being signed in accordance with section 127 of the Corporations Act by the person who are authorised to sign for the company

Sole Director.....

Full name Rory John Costelloe

Usual address 141 View Street, Bendigo 3550

**Engine Property Group Pty Ltd contract of appointment**

**Leisure Centre Management – Facility Management 1**

**Lease agreement between Owners Corporation 1 PS709524N and Armstrong Creek**

**Developments Pty Ltd for lots S5 and S6 of the Subdivision**

**Development agreement between Owners Corporation 1 PS709524N and Whites Road Pty Ltd**

**Agreements form the register and are available via our office for inspection**

Date: \_\_\_/\_\_\_/\_\_\_

## OWNER UPDATE FORM

**Please complete all fields marked with\* . Please email the completed form to [reception@enginepropertygroup.com.au](mailto:reception@enginepropertygroup.com.au) or send to this office by post to: Engine Property Group Pty Ltd, PO Box 589, EAST MELBOURNE VIC 8002**

PROPERTY DETAILS			
Plan of Subdivision: 709524N	Lot Number:		
Property Address:			
OWNER DETAILS			
*Owner Name/s:			
*Owner Address			
*Contact Phone:		*Mobile:	
*Email:			
MANAGING AGENT DETAILS (IF APPLICABLE)			
*Company:			
*Address:			
*Contact Phone:		*Mobile:	
*Email:			
IMPORTANT NOTE			
<p><b>Charges will apply for all international postage from 1<sup>st</sup> May 2017. These charges will be levied back to the lot owner. Overseas mail will incur a minimum of \$15.00 postage fee. This fee applies to each and every letter issued to an International postal address. If you do not wish to incur International Postal fee please provide an Australian Postal address and valid email address for ALL Levy and Delivery Notices.</b></p>			
LEVY & NOTICE DELIVERY			
PLEASE NOTE AT LEAST 1 OPTION FROM EACH COLUMN MUST BE SELECTED			
<b>FEE NOTICES SENT TO:</b>	<b>CORRESPONDENCE SENT TO:</b>		
<input type="checkbox"/> Owner via Post	<input type="checkbox"/> Owner via Post		
*Please provide Australian Postal address if above Post option has been selected:			
<input type="checkbox"/> Owner via Email	<input type="checkbox"/> Owner via Email		
<input type="checkbox"/> Agent via post	<input type="checkbox"/> Agent via post		
<input type="checkbox"/> Agent via Email	<input type="checkbox"/> Agent via Email		
OWNER AUTHORISATION			
<p>I/We as the owner/s of the above property give authority for Engine Property Group Pty Ltd to change my details to the above.</p>			
*Owner/s Signature:			

Engine Property Group Pty Ltd ABN 28 155 347 809

Suite 201, 126 Wellington Parade, PO Box 589, East Melbourne, Victoria 8002

T 1800 ENGINE, [reception@enginepropertygroup.com.au](mailto:reception@enginepropertygroup.com.au), [www.enginepropertygroup.com.au](http://www.enginepropertygroup.com.au)

## **BUYING OR SELLING?**

If you have just sold or purchased your property it is important to notify the Owners Corporation Manager.

If you are building your home, you will also need to provide a copy of the Occupancy permit once it has been issued to you.

### **WHAT DOCUMENTS DO I NEED TO PROVIDE?**



### **WHY DO I NEED TO PROVIDE THESE?**

It is important to notify the Owners Corporation of your settlement, occupancy status and contact details to ensure you can receive important information relevant to your property and obligations as an owner within an Owners Corporation. A copy the Notice of Disposition (Vendor) or the Notice of Acquisition (Purchaser) can be obtained from the solicitor or conveyancer who assisted with your settlement.

Documents can be emailed to [reception@enginepropertygroup.com.au](mailto:reception@enginepropertygroup.com.au) or sent by post to PO BOX 589 East Melbourne, VIC 8002

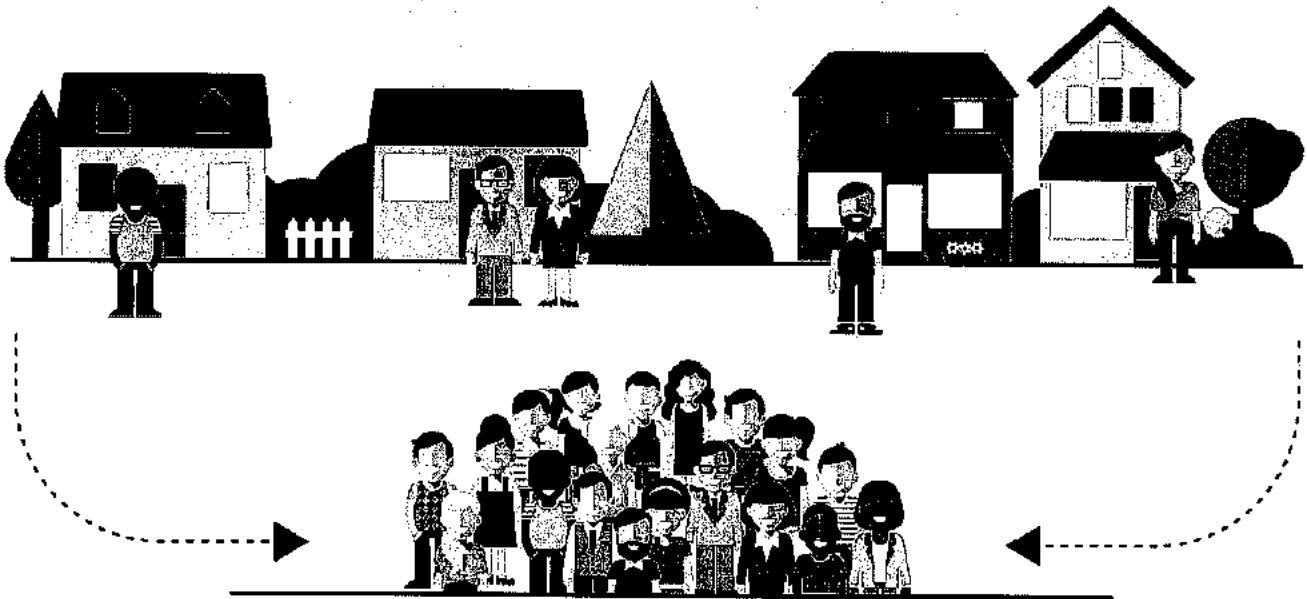
Contact Engine Property Group on 1800 364 463 for further information.

**engine**  
PROPERTY GROUP



# WHAT IS AN OWNERS CORPORATION?

An **Owners Corporation** (formerly known as a **Body Corporate**) is the collective name given to lot owners within a development which has common property. That is, property which all owners have the right to use, such as; a lift, driveway, swimming pool, tennis court or community gardens.



Once settlement has occurred and you are the owner of a property (or 'lot'), you are automatically a member of the **Owners Corporation**. Membership applies whether you own vacant land or an existing house.

As a Lot Owner and Member of the Owners Corporation, you have benefits as well as legal and financial responsibilities to the Owners Corporation (other lot owners).

You are entitled to:

- The right to use common property.
- Attend and vote at an Annual General Meeting (AGM) or Special General Meeting (SGM).
- Become an Owners Corporation committee member.

You are responsible for:

- Payment of Owners Corporation Contributions (fees).
- Complying with the Rules of Use, Owners Corporation Rules, Design Guidelines, the Owners Corporation Act 2006 and Owners Corporation Regulations 2007.



The Owners Corporation Act 2006 puts this system in place, to guarantee that the Owners Corporation is consistently maintained through responsible administration, management and repairs.



The Owners Corporation benefits all members by ensuring that the development is well maintained, which adds to the value of your investment asset or home.

# HOW DOES AN OWNERS CORPORATION WORK?

The Owners Corporation Management (OC Management) is a company which is appointed to manage the Owners Corporation.

The OC Management have no voting rights or decision making powers; its' purpose is to facilitate the instructions and wishes of the Owners Corporation.

The OC Management liaises with the Committee and provides a team of administration support and finance trained staff to manage the Owners Corporation.

The OC Management:

- Store all records of the Owners Corporation.
- Take direction from the Committee by completing and providing research for tasks and then fulfilling the decisions of the Committee.
- Handle all incoming money (collecting OC fees) and outgoing money (paying bills, insurance).
- Ensuring all stakeholders comply with all rules and legislation pertaining to the Owners Corporation.

There are three levels of management connected to an Owners Corporation



A Committee is elected by owners at an Annual General Meeting.

The Committee is responsible for making decisions on behalf of all owners.

The Committee will elect a Chairperson to encourage direction and decision making.

The Committee can determine any ordinary resolutions which will apply to the management of the Owners Corporation.



2

OC MANAGER



CENTRE MANAGER

3



Not all Owners Corporations have a Centre Manager or Facility Management team; this is not a requirement.

Many Owners Corporations do not have the common property to require this level of management and operate without it.

An Owners Corporation can also have a caretaker which may be enough to suffice for the Owners Corporation's needs.

The day to day operations, functions and maintenance of the common property is the responsibility of the Centre/Facility Management team.

This on-site team deals directly with the various contractors and suppliers in carrying out maintenance work to ensure all common property and facility equipment is in good condition.

The Centre Management team are the first point of contact for the daily operations of the facility.

# WHAT ARE THE RESPONSIBILITIES OF AN OWNERS CORPORATION?



All Owners Corporations are governed by the Owners Corporations Act 2006.

Owners Corporations are required to have rules for the management, use and enjoyment of the shared property and of owner's lots. These rules can be established by the Owners Corporation themselves to suit their particular requirements. Alternatively, the Owners Corporation can follow a set of rules which are the Owners Corporations Regulations 2007.



The Owners Corporation fees paid by all owners, cover the costs as determined by the Owners Corporation Committee and OC Manager, who monitor actual costs and research and forecast likely future costs. This detailed budget is presented at the Annual General Meeting.



## PROPOSALS FOR CHANGE, VOTING AND RESOLUTIONS

All owners have the right to put forward a case for changes to common property or Owners Corporation. Any such changes, as well as important decisions, are decided by a vote, either at the Annual General Meeting (AGM), at a Committee Meeting, or by a ballot. The case is put to a vote as a motion and if the motion receives enough votes, it becomes a resolution and will be acted upon.

An Ordinary Resolution is the day-to-day running of the OC. These decision making powers are delegated to the Committee to make these decisions throughout the year. The usual motions at an AGM are ordinary resolutions. At an AGM should a quorum not be achieved (half of total lot owners in attendance), an ordinary interim resolution is required.

There are 3 types of resolution:

- 1 **Ordinary Resolution**  
requires 50% or more of owners in favour
- 2 **Special Resolution**  
requires 75% or more of owners in favour
- 3 **Unanimous Decision**  
requires 100% of owners in favour

An Interim Ordinary Resolution initially requires a notice to be sent to all owners within 14 days of the AGM announcing the interim ordinary resolution and giving owners 28 days to present a petition against the proposed change if they wish to do so. If more than 25% of the Owners Corporation say no, then the vote on the proposal is lost. On the 29th day after the meeting, if 25% have not voted against the motion, then the motion becomes a resolution of the Owners Corporation.

# WHAT ARE OWNERS CORPORATION FEES?

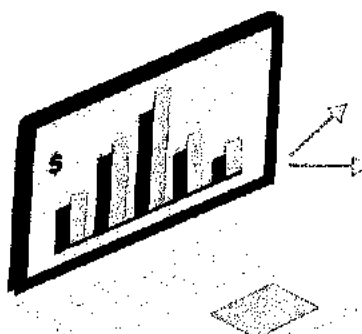
All members of the Owners Corporation share responsibility for contributing to the costs associated with the running of the Owners Corporation. The Owners Corporation Contributions (also known as OC fees) cover the cost of maintenance and legal requirements of an Owners Corporation.

## THE BUDGET

The budget lists the likely costs for each item that will require service and maintenance for Owners Corporation during the coming year.

Owners contribute towards these costs via their Owners Corporation Contributions (OC fees).

The Owners Corporation fees can change depending on the requirements of the budget.



The Owners Corporation fees paid by all owners, cover the costs as determined by the Owners Corporation Committee and OC Manager, who monitor actual costs and research and forecast likely future costs. This detailed budget is presented at the Annual General Meeting.

## OWNERS CORPORATION FEES

Invoices for payment of Owners Corporation fees are issued to the lot owner 28 days before the due date. Members have a responsibility to ensure their contributions are paid on time.

If you cannot make a payment on time, penalties and debt recovery fees will apply, pursuant to the Owners Corporation Act 2006 section 30, 31, 32. Should you pay your Owners Corporation fees after the prescribed due date, there is an approved Debt Recovery Procedure that will be enacted.

# Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

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.**

# ARMSTRONG

MT DUNEED

## *Design* GUIDELINES



DESIGNS  
*to* SUIT  
YOUR LIFESTYLE

*Remarkable*  
BY NATURE



Image courtesy of Cantile & Hootch



Selling Agent:  
**OLIVER HUME**  
NEW COMMUNITIES  
2220 OLIVER HUME, SOUTH BEND, IN



COMMUNITIES DESIGNED FOR LIVING

# CONTENTS

MESSAGE FROM VILLOWOOD .....	3
1.1 Operation of the Design Guidelines .....	4
1.2 Construction of your home .....	4
2. APPROVAL PROCESS .....	5
2.1 RE-SUBMISSION .....	5
2.2 APPROVAL .....	5
2.3 BUILDING PERMIT .....	5
2.4 CONSTRUCTION .....	6
3. SITING & ORIENTATION .....	7
3.1 Considerations .....	7
3.2 Land Use .....	7
3.3 House Orientation .....	7
3.4 DWELLING ARTICULATION .....	7
3.5 Building envelopes and setbacks .....	8
3.5 Building Height .....	10
3.6 Slope Considerations .....	10
3.7 Site Coverage .....	10
4. BUILT FORM .....	12
4.1 Architectural Style .....	12
4.2 Materials and Colours .....	12
4.3 Dwelling Size .....	13
4.4 Terrace and Duplex Style Dwellings .....	13
4.5 Two Storey Dwellings .....	13
4.6 Corner Allotments .....	14
4.7 Energy Efficiency .....	14
4.8 Roofs .....	14
4.9 Garages .....	14
4.10 Overshadowing .....	16
4.11 Privacy and Overlooking .....	16
5. EXTERNAL CONSIDERATIONS .....	17
5.1 Access and Driveways .....	17

5.2 Fences .....	17
5.3 Water Saving Initiatives.....	19
5.4 Letterboxes.....	20
5.5 General.....	20
5.6 Landscaping and Tree Protection.....	22
5.7 Construction Management.....	23
5.8 Broadband Network.....	23
6. NOTES AND DEFINITIONS .....	25
6.1 Notes on Restrictions .....	25
6.2 General Definitions .....	25
6.3 Additional Definitions .....	25
7. BUILDING ENVELOPES .....	27
8. BUILDING ENVELOPE PROFILES .....	28
9. CHECK LIST.....	29



## MESSAGE FROM VILLAWOOD

Welcome to Armstrong the newest in a long list of high quality developments by Villawood that will set a new benchmark for residential living in Geelong and the Bellarine Peninsula, delivering a place that is of superior quality in all aspects which residents are proud to call home.

The principal aim of these Design Guidelines ("Guidelines") is to create a coherent vision for the Armstrong community. Developed to enhance the lifestyle and investment of purchasers, the Guidelines are designed to ensure all homes at Armstrong are built to a high standard whilst encouraging a variety of housing styles which are in harmony with the streetscape. The Guidelines will assist in providing you with peace of mind that your investment will be enhanced in the future, guarding against inappropriate development that may detract from the attractiveness of the development.

Each individual house design should contribute to the surrounding environment and to the estate in a positive way. The Guidelines encourage home owners to construct innovative and appropriate designs that address sustainability issues and present a cohesive residential image for the estate.

To complement the design guidelines we encourage homes to be built with the benefit of Villawood's Positive Change initiative and the Green Savings Calculator. The Green Savings Calculator is a helpful online tool for this looking to build a new home or renovating and offers a useful and cost effective tool to help you save water energy and money.

To learn more about the Positive Change program and ideas you can incorporate into your new home, please visit our website:

[www.villawoodpositivechange.com.au](http://www.villawoodpositivechange.com.au).

We hope you will see the value in Armstrong Guidelines and we look forward to working with you through the process of making Armstrong your home.

### ***1.1 Operation of the Design Guidelines***

The Design Assessment Panel ("DAP") will be formed to oversee the implementation of the Guidelines. It will comprise an Architect and a representative of the developer. The makeup of the panel may be varied, however, the panel will always include at least one Architect member.

All proposed building works including houses, garages, outbuildings and fencing shall be approved by the DAP prior to seeking a Planning Permit (if required) and a Building Permit. In considering designs, the DAP may exercise a discretion to waive or relax a requirement. The Guidelines are subject to change by the developer at any time without notice. All decisions regarding these Guidelines are at the discretion of the DAP.

Preliminary designs and enquiries are welcome to ensure compliance with your guidelines and it is recommended that you provide a copy of the design guidelines to your builder at the earliest possible time.

### ***1.2 Construction of your home***

Incomplete building works must not be left for more than 3 months without work being carried out and all building works must be completed within twelve months of their commencement.

## 2. APPROVAL PROCESS

After reviewing and understanding these Guidelines, including discussing the Guidelines with your Architect, Builder and or building designer, you will need to submit the following to the DAP.

Provide 2 copies in A3 format to the DAP for approval as follows:

- Site plan (1:200 scale) showing:
  - setbacks from all boundaries
  - Building Envelope
  - existing contours
  - proposed finished floor levels and site levels
  - external features including driveways, paths, fencing and outbuildings
  - Landscaping
- House floor plans (1:100 scale)
- Elevations from four sides (1:100 scale)
- Schedule of external materials and colours. Colour swatches must be provided.
- Completed Check List (refer Section 8 of Guidelines)
- Note: internal fit-out details such as kitchens etc. are not required.

Submit all hardcopy information to:

**ARMSTRONG DESIGN ASSESSMENT PANEL**  
**c/- Stephan P. Kosa & Associates Pty Ltd**  
**PO Box 356**  
**Mont Albert, Vic 3127**

Applications can also be emailed to [DAP@kosaarchitects.com.au](mailto:DAP@kosaarchitects.com.au)

### **2.1 RE-SUBMISSION**

Plans that do not comply with the Guidelines will be returned with the areas of non-compliance highlighted. Amended plans need to be resubmitted for approval.

Any alterations made to the resubmission other than the initial non-compliance should also be highlighted on the plans or an accompanying letter.

### **2.2 APPROVAL**

The DAP will promptly approve plans that comply with the requirements of these Guidelines. Allow approximately 10 working days for approval.

### **2.3 BUILDING PERMIT**

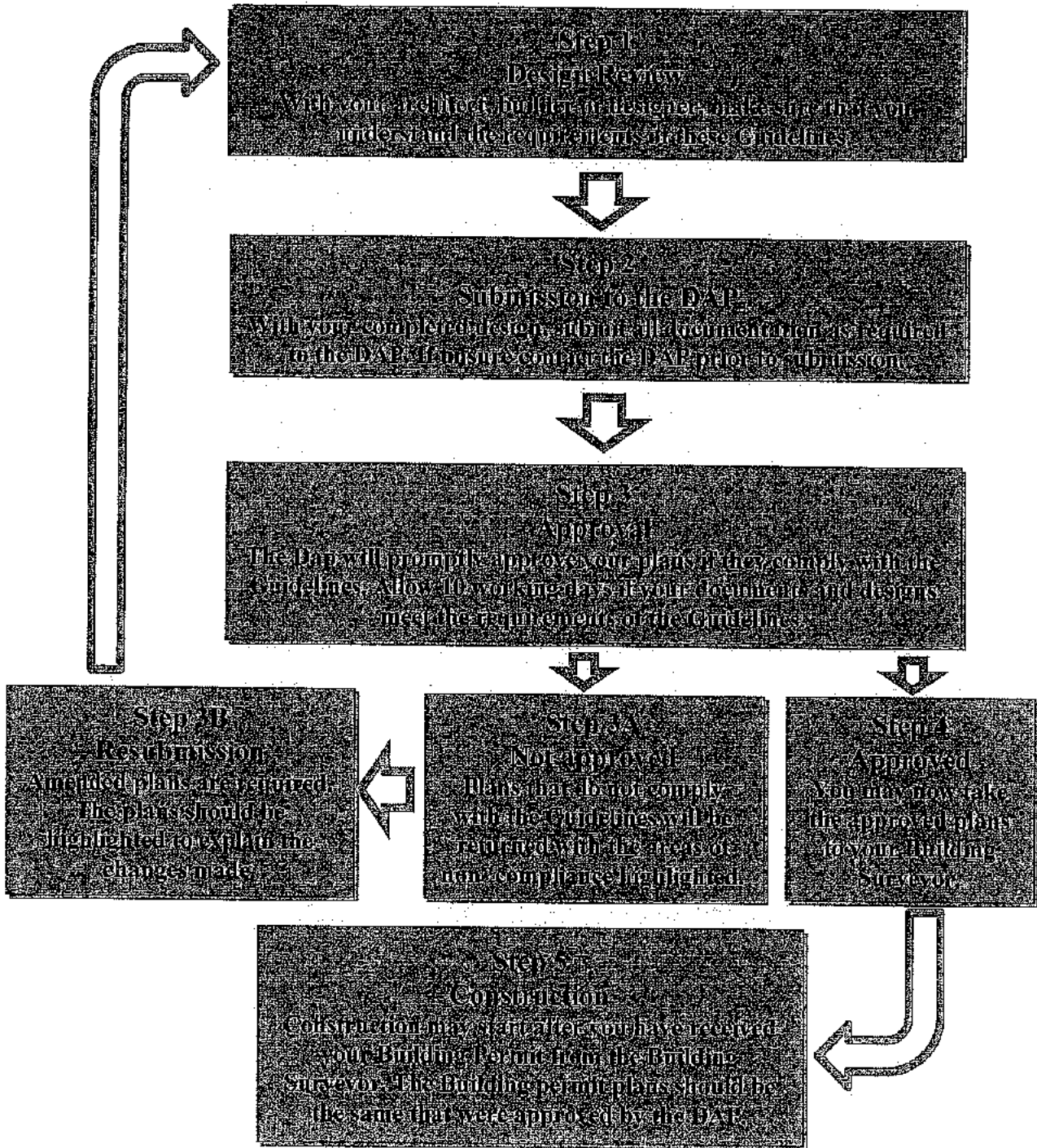
After approval from the DAP, you must then obtain a Building Permit from the Council or a Private Building Surveyor.

**Note:** Design approval from the DAP does not exempt the plans from any building or statutory regulations other than the regulations that are superseded by the approved building envelopes and approved profile diagrams. Approval must be obtained from the relevant authorities for Building Permits, build over easements and connections etc. Report and consents cannot be requested for regulations that are covered under the approved Building Envelopes.

Approval by the DAP does not infer compliance under the Building Code of Australia, Rescode and other applicable planning or building regulations.

### 2.4 CONSTRUCTION

Once a Building Permit has been obtained, construction of your house may begin.



## 3. SITING & ORIENTATION

### 3.1 Considerations

The siting of your home will be integral in developing the neighbourhood theme within the community. Consideration must be given to:

- Ensuring best visual presentation from the street;
- Maximising the benefits of solar access;
- Promoting energy efficiency;
- Minimising overlooking & over shadowing; and
- Respecting the privacy and amenity of neighbours.

### 3.2 Land Use

One dwelling only is permitted per allotment. Dual occupancy and further subdivision is not allowed. This does not apply to allotments identified by the developer as medium density allotments.

### 3.3 House Orientation

Houses must face the main street frontage and present an identifiable entrance to the street. Where possible, houses should be sited so that habitable rooms and private open spaces face northwards to receive maximum solar efficiency.

### 3.4 DWELLING ARTICULATION

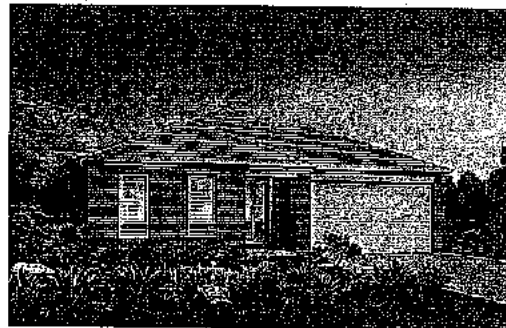
To ensure that dwellings constructed within the community are designed to a high quality contemporary standard, they should be designed so that front and secondary street frontage facades are well articulated. Broad flat surfaces extending greater than 6 metres shall not be permitted.

Articulation can be achieved through a variety of ways and must incorporate at least one of the following features;

- Use of different materials and textures
- Variable wall setbacks to the front and side street boundaries
- Introduction of verandahs, porticos and pergolas
- Feature gable roof
- Continuation of window style and



*Acceptable articulation*



*No articulation*

### **3.5 Building envelopes and setbacks**

#### **Building Envelopes**

Building Envelopes have been prepared for the lots in each stage at Armstrong and are contained within the Guidelines. The construction of buildings or associated buildings, including garages, must be contained within the Building Envelope specified for that allotment in the Guidelines and in accordance with the Profile Diagrams depicted in the Guidelines.

#### **Setbacks**

The following setbacks for houses and garages must be met.

##### **(i) The Front Street**

The front street setback is designated on the specified Building Envelope for each allotment. All houses must be set back from the main street frontage by the minimum distance indicated.

Garages must be located or set back behind the front façade of the home.

##### **(ii) Splayed and curved street frontages**

Unless noted on the plan, the minimum front setback on a splayed or curved corner between two street frontages is on an arc connecting the front street setback line to the side street setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc.

Front entrances are to be easily accessible from the main street frontage.

##### **(iii) The Side Boundaries**

The side setback is designated on the specified Building Envelope for each allotment. A building must be setback from a side boundary not less than the distances specified in the Building Envelope Profiles and shown on the Building Envelopes by a setback identifier code. Garages may be built to the side boundary if provided for on the Building Envelope and adjacent buildings allow. The measurements are taken from the natural surface levels to the top of the wall.

##### **(iv) The Side Street Boundary**

The side street setback is designated on the specified Building Envelope for each allotment.

##### **(v) The Rear Boundary**

Generally, a rear wall of a building not exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 3 metres, and a rear wall of a building exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 5.5 metres for standard lots. The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side envelope

profile as shown in the Profile Diagrams, or a height limit for a rear setback as dimensioned on the Building Envelope plan.

**(vi) Walls on boundaries**

Unless otherwise noted on the Building Envelopes, walls and associated parts of a building within 1.0 metre of a boundary are restricted to areas within a Building to Boundary Zone (BBZ). The BBZ spans the length of the side boundary between the front and rear setbacks permitted by this Building Envelope.

Within the BBZ, the following apply:

- Walls within the Building to Boundary Zone are allowed.
- Carports and verandahs are not permitted to be built to the boundary.
- Maximum height of a wall in the BBZ is restricted to 3.6 metres.
- Walls less than 1.0 metres from the boundary must be within 150 mm of the boundary.

**(vii) Encroachments**

**Side, Side Street and Rear:** The following may encroach into the specified setback distances by not more than 600 mm:

- Porches and verandahs
- Masonry chimneys
- Screens, but only to the extent needed to protect a neighbouring property from a direct view
- Water tanks
- Heating and cooling equipment and other services

The following may encroach into the specified setback distances:

- Landings with an area of not more than 2 square metres and less than 0.8 metres high
- Unroofed stairways and ramps
- Pergolas
- Shade sails
- Eaves, fascia, gutters

**Front:** The following may encroach into the specified front street setback distances by no more than 1000 mm:

- Porches and verandahs to a maximum height of 4m.
- Decks and uncovered landings of not more than 2 square metres and less than 0.8 metres high from natural ground
- Eaves.

**(viii) Edge Boundary**

Exemptions relating to side setbacks and relating to siting matters do not apply to an Edge Boundary.

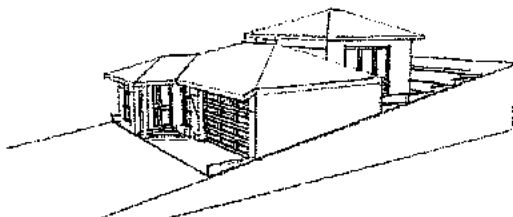
### **3.5 Building Height**

The maximum building height is 10 metres above the natural surface level of the ground directly below it. A maximum rise of 2 storeys is permitted.

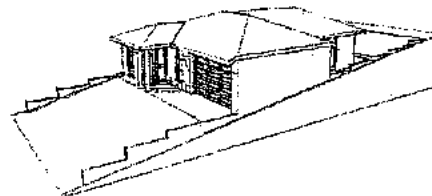
For the purpose of the Guidelines, a maximum wall height of 7.2 metres is permitted above natural ground level. Natural ground/surface level is defined as the ground level after engineering works associated with the subdivision have been completed. Sloping sites which may allow additional built area under the ground floor level will be considered and may be approved depending upon overall design and setback requirements. Large bulk excavations or high retaining walls are not permitted. For the purpose of these Guidelines retaining walls greater than 1m are considered excessive.

### **3.6 Slope Considerations**

Houses and garages should be sited and designed to take advantage of the natural slope conditions at Armstrong. Split level designs, for example, can be designed to follow the fall of the land and avoid unsightly and expensive earthworks that scar the natural landscape.



*Correct level of excavation*



*Incorrect level of excavation*

Unsightly cut or fill should be avoided and limited to 1.0m in depth. Landscaped terraces are preferred as per below with engineer-designed retaining walls.

### **3.7 Site Coverage**

Unless otherwise specified in the notations to the Building Envelopes as they apply to particular allotments, buildings must not occupy more than 60 per cent of the lot.

In calculating site coverage, eaves, fascia and gutters not exceeding 600 mm in total width, and unroofed swimming pools, terraces, patios, decks and pergolas should be disregarded. Roofed areas of terraces, patios, decks and pergolas are to be included in overall calculations.



Those lots noted accordingly in the Building Envelopes may have maximum permitted site coverage of 70% but must have a private open space area that measures 25m<sup>2</sup> with a minimum dimension of 3 metres in width.

## 4. BUILT FORM

### **4.1 Architectural Style**

At Armstrong, high standards of house design will be required and a variety of styles are encouraged. Designs should be responsive to the individual attributes of the lot, having regard to any slope or vegetation. Designs that break the front of the dwelling into distinct visual elements will be supported.

The inclusion of projections integral to the design and style of the dwellings such as verandahs are encouraged. Further enhancement can be achieved through the use of detail and shade in the form of pergolas and extended eaves.

Houses with identical facades may not be constructed in close proximity and identical houses must be separated by a minimum of five houses in any direction. This will only be permitted where lots are less than 300sqm and are located next to each other, but do not share a common street frontage. The appearance of dwellings should provide a degree of richness and variety ensuring the creation of pleasant, interesting streetscapes.

Houses which have long uninterrupted expanses of wall should be avoided. Features, which may detract from the appearance of a house from the street, including small windows, obscure glass, window security shields, canvas and metal awnings, will be discouraged.

### **4.2 Materials and Colours**

The materials and colours of the walls and roofs of houses will have a major impact on the visual quality of Armstrong. The use of a combination of finishes is encouraged for the purpose of achieving a degree of individuality and interest. Thoughtful selection of materials and colours will achieve a degree of visual harmony between houses and will avoid colours that are out of character with neighbouring houses. For these reasons, purchasers are requested to submit roof and wall materials and colours for approval. Colours which reflect the natural tones of the environment at Armstrong are recommended.

#### **External Walls**

- The external walls (excluding windows) are to be constructed of brick, brick veneer, texture coated material, weatherboard or other material as approved by the DAP. Colours of trims should be selected to complement the main body of the house & the natural environment.
- Dwellings must have at least 25% render to the front facade or other texture coated material as approved by the DAP.

## **Roofs**

- The roof is to be constructed of steel or masonry or as approved by the DAP. Roof colours which reflect the natural tones of the environment at Armstrong are recommended and the use of Colourbond is encouraged.

### **4.3 Dwelling Size**

The minimum dwelling size is:

- 160 square metres in the case of a lot having an area of 500 square metres or greater; or
- 130 square metres in the case of a lot having an area of 400 square metres or greater but less than 500 square metres; or
- 100 square metres in the case of a lot having an area of 300 square metres or greater but less than 400 square metres; or
- 75 square metres in the case of a lot having an area of less than 300 square metres.

### **4.4 Terrace and Duplex Style Dwellings**

Terrace style and duplex dwellings and dwellings on lots less than 10 metres wide must have a greater degree of articulation to the front facades. Stepping of the materials and the use of alternate materials must be incorporated to accentuate the articulation. Consideration of garage location and treatment must be considered so as not to dominate the streetscape.

### **4.5 Two Storey Dwellings**

All two storey dwellings must be articulated to the front façade as a minimum, alternate materials are encouraged as a method of providing the visual break from a monotone and bleak façade. Treatments such as pergolas, verandahs etc. are recommended to break the line of sight. This recommendation also reflects to double storeys dwellings to corner allotments.

It is important to ensure that two-storey houses are designed and sited correctly to minimise overlooking and overshadowing. It is recommended that initial concepts for two-storey houses be discussed with the DAP.

The articulation of the front of the upper level of two-storey houses is encouraged to avoid dominating the streetscape.

#### **4.6 Corner Allotments**

The home design must address both the primary and secondary street frontages and be of a consistent architectural design.

Design elements (such a verandahs, detailing, feature windows & materials) used on the primary frontage must continue on that part of the secondary frontage that is visible from the public realm.

#### **4.7 Energy Efficiency**

An energy smart home takes advantage of the sun's free warmth and light and, with the inclusion of energy efficient appliance and systems, will save a great deal of energy.

Well-designed homes reduce the demand on heating and cooling. Any style of house can be energy efficient. Energy smart homes have a combination of features which work together to ensure you achieve the highest degree of comfort with minimum energy use.

Homes at Armstrong must achieve a minimum of 6 Star Energy Rating in accordance with the Victoria Home Energy Rating System or greater if legislated by the building regulations. An energy rating certificate will not be required prior to DAP approval; however, a certificate will be required prior to obtaining a Building Permit.

#### **4.8 Roofs**

Articulated roof shapes are preferred with hips and gable roof forms, coastal skillion roof styles and higher degrees of pitch encouraged, although each design will be considered on its merits by the DAP.

Houses on lots fronting the Armstrong Creek or a water body must have 450mm eaves.

#### **4.9 Garages**

The garage and family car (s) have a significant impact on the streetscape. The design and location of garages should endeavour to make them an integral and unobtrusive part of the house. All homes must allow for an enclosed garage for car accommodation. All lots greater than 300m<sup>2</sup> must have garages setback a minimum 5m from the main street frontage, unless otherwise specified.

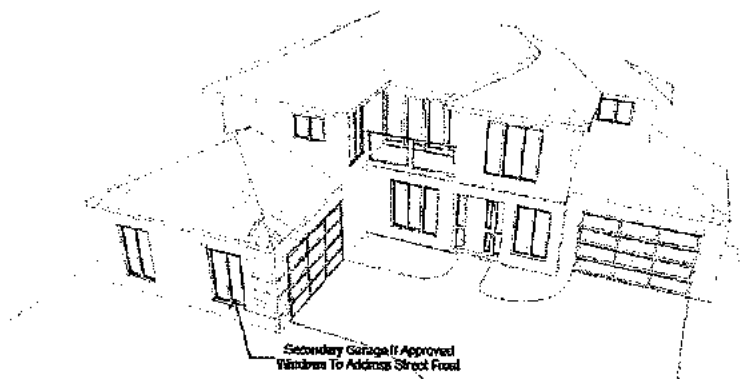
Double garages must be provided on lots greater than 12.5 metres in width. Garages must be constructed within the Building Envelope. The garage

setback also applies for entry to the garage from the side street boundary, unless otherwise noted.

It is preferable for garages to be constructed under the main roof of the house. If garages are free standing and/or visible from the street, they should match the roof form and be constructed of the same materials as the house. The garage may be constructed to the side boundary, depending on the location of adjacent buildings and garages relative to the side boundaries and whether permitted by the Building Envelope. Deep excavations on the boundary will not be permitted - this would cause detriment to adjoining properties.

Secondary garages are discouraged. The design for an additional garage would need to be discussed with the DAP and it must be disguised and out of view from the main street frontage. Only one crossover is permitted and only one double garage door is permitted to be visible from the main frontage of the house.

When designing garages, consideration must be given to the screening of boats, caravans and trailers and for 'drive-through' access to the rear yard. The garage door is a major visual element of the streetscape and doors facing the street must be panelled and of a colour which complements the house. The inclusion of windows, recesses or projections in the garage door should be considered so as to present an interesting and integrated façade.



**4.10 Overshadowing**

This item is covered within the building envelope plan and profile diagrams.  
Building Regulation 416, 417 & 418 is superseded by this Guideline.

**4.11 Privacy and Overlooking**

This item is covered within the building envelope plan and profile diagrams.  
Building Regulation 419 is superseded by this Guideline.

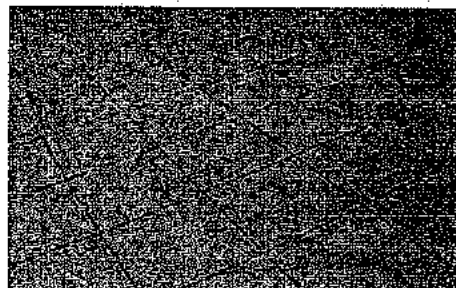
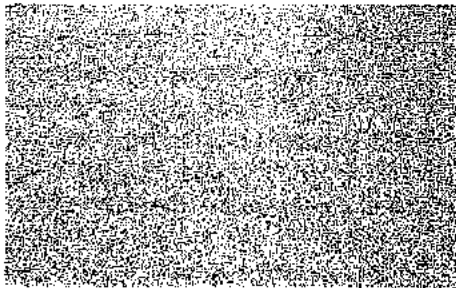
## 5. EXTERNAL CONSIDERATIONS

### **5.1 Access and Driveways**

Driveways are a major visual element at Armstrong and should be constructed using materials that blend with or complement the dwelling textures and colours. Only one driveway will be permitted for each lot, unless there are special circumstances which will be considered by the DAP.

Driveways must not be wider than 5 metres at the street boundary of a lot and planting between the driveway and property boundary is encouraged.

Driveways must be constructed of brick and/or concrete pavers, coloured concrete, saw-cut coloured concrete, or concrete with exposed aggregate.



*Examples of approved driveway finished.*

All driveways must be completed within three months of the Occupancy Permit being issued.

### **5.2 Fences**

The objective of the DAP is to provide a degree of uniformity throughout the estate and thereby avoid an untidy mix of various fence standards, colours and types. To enhance the park-like character of the estate, no front fencing will be permitted.

Fences may be stained with a clear finish but must not be painted with coloured stains or paint.

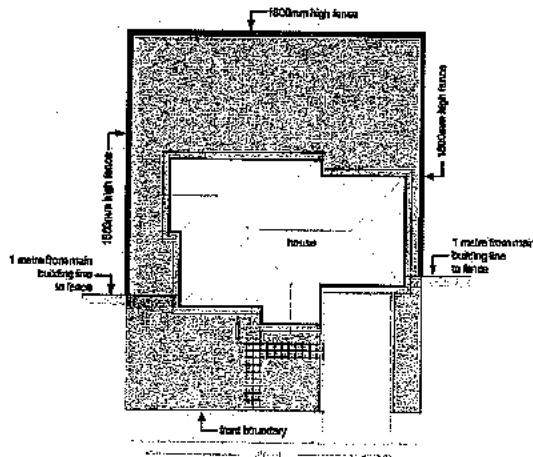
On side boundaries, no fencing is permitted forward of the building line.

All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres (excluding a screen required for overlooking purposes).

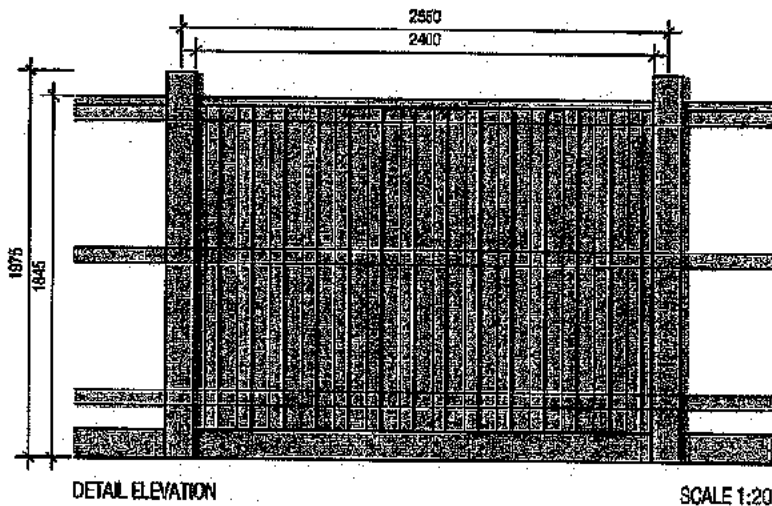
All fencing must be constructed in accordance with the Restrictive Covenant as detailed on the relevant Plan of Subdivision and as approved in writing by the DAP. For the purposes of these Guidelines, the prescribed fence height

of 1.8 metres to the side street, side and rear boundaries will be exempt from the provisions of the Building Regulations.

Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.

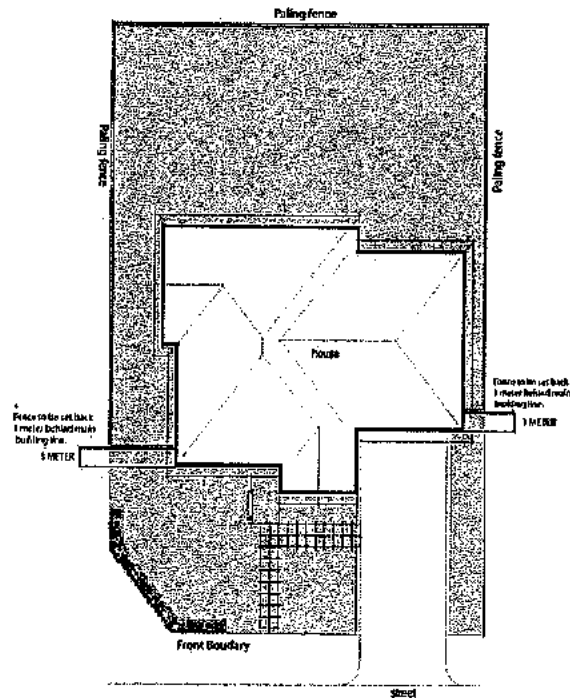


*Depiction of typical boundary fencing location*

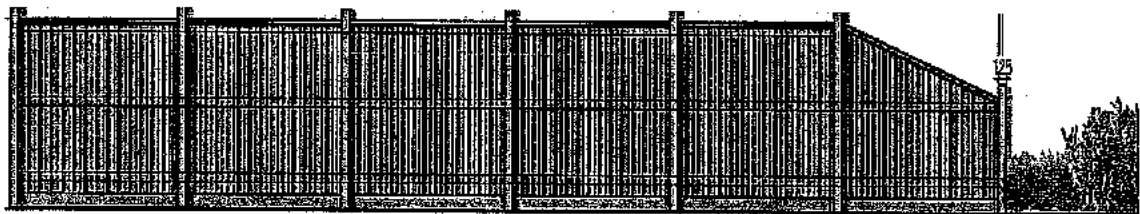


*Elevations of typical paling fence*





*Depiction of corner lot fence*



*Side boundary fence elevation*

### ***5.3 Water Saving Initiatives***

All homes must provide for a connection to the recycled water network for use in garden taps, toilet flushing, car washing and the like at the cost of the lot owner.

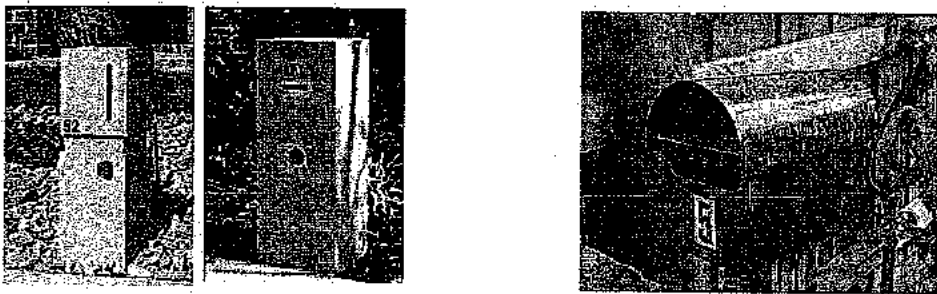
All residents are encouraged to consider other water saving initiatives in the home including:

- Grey water systems
- Rain water tanks
- Solar hot water systems
- Energy efficient tap ware and appliances

### 5.4 Letterboxes

Letterboxes should be designed to match the house using similar materials and colours and must be erected prior to Certificate of Occupancy.

The size and position of the letterbox must comply with Australia Post requirements. The street number must be clearly identifiable, suitably sized and located and must not interfere with the overall streetscape.



*Examples of preferred letterboxes*

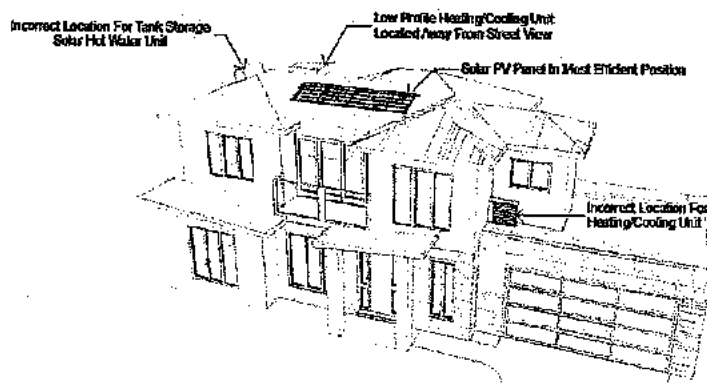
*Example of unacceptable letterbox*

### 5.5 General

External fixtures must achieve the following objectives and the location must be noted on plans to be submitted to the DAP:

**Clothes-lines, Garden Sheds, External Hot Water Services and Ducted Heating Units** must not be visible from the street.

**Solar Water Heaters** are permitted and, where possible, are to be located out of view from the street frontage. The solar panels shall be located on the roof, not on a separate frame.



### ***Air-Conditioning Units***

Evaporative air-conditioners must be positioned so that they are not visible from the main frontage of the dwelling. They must be painted to match the colour of the roof, be low profile units and installed as low as possible below the roof ridgeline towards the rear of the house. Wall mounted air-conditioners must be located below the eaves line, screened from public view and suitably baffled to reduce noise.

***Television Antennae*** are not permitted as television services are available through the Opticomm Fibre Network.

***Satellite Dishes*** will only be approved if located below the roofline of the house and must be screened from public view.

***Rainwater Tanks*** must be not visible from the street frontage. No external ***Plumbing*** to a dwelling shall be visible from a street or dwelling. All plumbing on double-storey houses, except downpipes, must be internal so as not to be visible from the street or neighbouring properties.

***External lighting*** including spotlights, flood lights and any lights illuminating any outdoor area are to be approved by the DAP and the use of LED or solar lighting is encouraged.

***Rubbish Bins & Recycling*** Bins should be stored out of view from the street.

***Commercial Vehicles*** with a carrying capacity of 1 tonne or more or any boat, caravan or trailer shall not be permitted to be parked on a lot so that it is visible from any street.

### ***Advertising Signage***

Signage is not permitted on residential lots with the following exceptions:

- Only one advertising sign will be permitted to be erected on a lot that is being advertised for resale AND only after the developer has sold ALL lots in the relevant stage.
- Display home signage will be permitted but only with the written approval of the DAP and the City of Greater Geelong.

Builders or tradespersons identification required during construction of the dwelling to a maximum size of 600 mm x 600 mm. Such signs must be removed within 10 days of the issue of the Occupancy Permit.

### ***Sheds***

Sheds should be restricted in size and must be in harmony with the other buildings. Sheds are to have a maximum wall height of 2.4m, maximum ridge height of 3 metres and a maximum floor area of 9 square metres. It is

the responsibility of the Purchaser to ensure that the requirements relating to location, size and height for all outbuildings adhere to governing authority requirements.

All sheds are to be erected with a muted/earthy tone colorbond material.

***Carpports***

No carports are permitted to the front of the dwelling.

***Window Furnishings***

Internal window furnishings which can be viewed by the public must be fitted within three months of occupancy. Sheets, blankets or similar materials for which window furnishing is not their primary use will not be permitted.

***5.6 Landscaping and Tree Protection***

***General Guidelines***

The garden design will require careful thought to ensure that the appropriate plants are selected for the particular lot conditions.

The objective is to achieve a cohesive blend of indigenous vegetation and other landscape elements, integrating street and parkland landscaping with private gardens so that the streetscape presents as a landscaped garden.

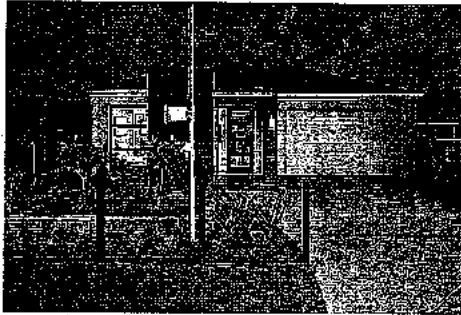
Landscape design and plant selection should minimise the need for garden watering. No tree or shrub with a mature height greater than 3 metres should be planted closer than 2 metres to the house. Purchasers should make their own enquiries with the City of Greater Geelong and obtain a list of allowable vegetation.

***Front Gardens***

All landscaped areas to the front of the house must be established within three months of the issuing of the Occupancy Permit to ensure good presentation is achieved for the local community. The front garden should include at least 20 plants/shrubs in 150mm pots and at least one advanced feature tree in a 75 litre pot.

***Embankments***

Embankments should not exceed a slope of 1 in 5. Retaining walls are preferred to steep embankments and should be kept to a maximum height of 1m – a number of small terraces are preferred.



*Examples of acceptable landscaping treatments.*

### ***5.7 Construction Management***

During the construction period the builder must install a temporary fence and ensure that rubbish and building waste is contained within the building site. Damage to nature strips caused during the construction period is solely the responsibility of the landowner and their builder.

### ***5.8 Broadband Network***

Armstrong is an OptiComm Fibre Connected Community. This means that all homes in Armstrong will have access to the OptiComm high speed broadband network. Some benefits of high speed broadband are:

- Distribution of analogue and digital free to air television
- Ultra-high speed internet - even in high usage times and not affected by distance from an exchange
- Pay TV - choice of providers
- External aerials and satellite dishes are not required

#### ***What you need to do to prepare for High Speed Broadband:***

##### ***Step 1. Conduit (Pipe) Installation***

You must make sure your builder has installed a 32mm white telecommunications conduit from the front boundary of your lot to the meter box location on the side of your house. Your builder can install this conduit, or you can arrange for OptiComm, who undertake all Optic Fibre Network Connections, to install this conduit for you. Typical costs for up to 10 metres of trenching and conduit would be \$440 (GST inclusive). The OptiComm Customer Connection Information Desk can be contacted on 1300 137 800. This conduit should be installed during construction of your home.

##### ***Step 2. Prepare your home to be able to distribute the Internet, Telephone, TV and other services throughout your rooms***

Structured Cabling of your home is optional, but highly recommended, as it will enable you to take advantage of all features the Armstrong Optical Fibre Network has to offer. It is recommended that you arrange a quote to cable your new home from your builder or OptiComm's contractors early in your

construction phase or at contract negotiation as the wiring should be done at the frame stage of construction. Structured Cabling is an additional cost to the conduit and customer connection.

**Step 3. Connection to the Optical Fibre Network**

When you have received your Certificate of Occupancy or are about two (2) weeks before you move in, call OptiComm's Customer Connection Information Desk on 1300 137 800 to arrange the connection to the Optical Fibre Network.

The typical customer connection cost is \$550.00 incl. GST and includes the following services:

- Installation of Optical Network Terminal and the Power Supply Unit (back-up battery not included)
- Access to Free to Air Digital and Analogue (if available) TV signals
- Access to Foxtel Pay TV signals (resident to arrange for Foxtel connection at their cost)

**Step 4. Contact a Retail Internet and Telephone Service Provider**

Finally, the last step involves contacting a Retail Service Provider to arrange the connection of your Retail Internet and Telephone Services (see details over page). You will be contracting the Retail Service Provider to provide the Internet and Telephone Services over the OptiComm Wholesale Network.

Hints when discussing your requirements:

- Tell them you are in an OptiComm Fibre Community
- Make sure you tell them you are at Armstrong in Mount Duneed
- Make sure you give them your full address
- Tell them whether you have moved in yet
- Advise them whether you have had OptiComm install the Optic Fibre and Hardware in the enclosure near your meter box - this will affect the time it takes to connect services
- If speaking with Foxtel make sure you tell them you are in an OptiComm Fibre Estate and the "ONT" (Optical Network Terminal) is installed

For further information please refer to:

<http://www.opticomm.net.au/>

## 6. NOTES AND DEFINITIONS

### 6.1 Notes on Restrictions

- Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
- In the case of a conflict between the Building Envelope plan or Profile Diagrams and these written notations, the specifications in the written notations prevail.
- Buildings must not cover registered easements unless provided for by the easement.

### 6.2 General Definitions

If not defined above, the words below shall have the meaning attributed to them in the document identified:

In the *Building Act 1993*:

- Building
- Lot

In Part 4 of *Building Regulations 2006*:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the *Victoria Planning Provisions*, 31 October 2002:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

### 6.3 Additional Definitions

#### Edge Boundary

Edge Boundary means the boundary or part of a boundary of a lot on the Plan of Subdivision that abuts a lot, which is not shown on the Plan of Subdivision. An Edge Boundary lot is marked "E" on the Building Envelope plan.

**Front street or Main Street frontage**

Front Street means the street or road that forms the frontage to the lot concerned. Where there is more than one road which adjoins a lot or where it may be otherwise unclear, the Front Street may be identified by the letter "F" in the Building Envelope Plan or will be as agreed in writing by the DAP.

**Side boundary**

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

**Street**

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right of way.

**Standard lot**

A single lot that accommodates a freestanding house detached from adjoining houses and of an individual style.



## 7. BUILDING ENVELOPES

### **Refer attached Building Envelopes**

To be read in conjunction with Building Envelope Profiles (refer Section 8) and Armstrong Plan of Subdivision for relevant stage.

## 8. BUILDING ENVELOPE PROFILES

**Refer attached Building Envelope Profiles**

To be read in conjunction with Building Envelopes (refer Section 7) and Armstrong Plan of Subdivision for relevant stage.

## 9. CHECK LIST

**PLEASE COMPLETE THIS CHECK LIST AND SUBMIT TO THE DAP WITH YOUR PLANS FOR APPROVAL TO:**

**ARMSTRONG DESIGN ASSESSMENT PANEL  
c/- Stephan P. Kosa & Associates Pty. Ltd.  
PO Box 356, Mont Albert, Vic. 3127**

**Allotment details**

Lot Number.....Street.....

**Owner details**

Name.....

Mailing address.....

.....

Contact Numbers.....Email.....

**Builder details**

Name (contact).....

Company!.....

Mailing address.....

Contact number.....Email.....

**Correspondence** sent to Owner or Builder (please circle one)

**Attachments**

Completed checklist  
Email copy  
Landscape plan

Ha

opies of drawings x 2  
Colour and materials incl swatches

Application received.....

Notice of re-submission ( date).....

Areas of non compliance.....

Re-submission received.....

Approval date.....

This Checklist will assist in determining whether your house design complies with the Armstrong Design Guidelines.

If your plans comply, you can expect your plans to be approved by the DAP within ten working days.

**IS THE FOLLOWING INFORMATION INCLUDED IN YOUR APPLICATION?**

	YES	NO
House floor plans at a scale of 1:100 ( <b>two copies</b> )		
Elevations from four sides at a scale of 1:100 ( <b>two copies</b> )		
Roof plan ( <b>two copies</b> )		
Site plan at scale of 1:200 showing ( <b>two copies</b> ) <ul style="list-style-type: none"> <li>- Setbacks from all boundaries</li> <li>- Building Envelope</li> <li>- Existing contours</li> <li>- Proposed finished floor levels and site levels</li> <li>- External features including driveways, paths, fencing and outbuildings</li> <li>- Landscaping</li> </ul>		
Schedule of external materials and colours		

**DOES YOUR HOUSE DESIGN COMPLY WITH THE GUIDELINES?**

	YES	NO
<b>SITING &amp; ORIENTATION:</b>		
Do you propose to build only one dwelling on the allotment?		
Does your house face the main street?		
Is your home and associated buildings, including the garage, contained within the Building Envelope?		
Are there any encroachments into the specified setbacks? Are they allowable encroachments?		
What profile types apply to your allotment (Refer Building Envelope Plan) - Profile Types .....		
Is your home and associated buildings designed within the profile?		

	YES	NO
Is the height related setback from the side boundaries achieved?		
Does your design meet the site coverage requirement of less than 60% of the lot (or 70% if noted)?		
<b>BUILT FORM:</b>		
<b>ROOF</b>		
Material _____		
Colour _____		
<b>WALLS</b>		
Material _____		
Colour _____		
<b>TRIM</b>		
Material _____		
Colour _____		
Is your allotment size equal to or greater than 500sqm? If so, does your home exceed the minimum size required of 160sqm (approx. 17 squares) excluding garage?		
Is your allotment size greater than 400sqm but less than 500sqm? If so, does your home exceed the minimum size required of 130 square metres (approx. 14 squares) excluding garage?		
Is your allotment size greater than 300sqm but less than 400sqm? If so, does your home exceed the minimum size required of 100 square metres (approx. 11 squares) excluding garage?		
Is your allotment size less than 300sqm? If so, does your home exceed the minimum size required of 75 square metres (approx. 8 squares) excluding garage?		
Does your home achieve a <b>6 Star Energy Rating</b> in accordance with the Victoria Home Energy Rating System?		
Are you proposing a second garage? If so, is only one double garage door visible from the main frontage of the house?		
Is your house two-storey? If so, is the upper level stepped back?		
Does your house overlook/overshadow your neighbour's private open space areas?		
Does your house allow you to look into your neighbour's habitable rooms?		

<b>EXTERNAL CONSIDERATIONS:</b>	<b>YES</b>	<b>NO</b>
Does your design allow for only one driveway?		
Do you accord with the No Front Fence restriction?		
Is there fencing between the front lot boundary and the building line?		
Does your side and rear fencing comply with the fencing guideline?		
Does your design include provision for recycled water use in garden taps and toilet flushing?		
Have you placed external fixtures such as clothes-line, solar water heaters etc in positions that are not visible from the street?		
Have you made provision for locating your antenna within the roof of the house?		
If you are proposing an air-conditioner, is it located below the eaves line at the rear of the house?		
If you are proposing an evaporative air cooler, can it be seen from the front of the street? What colour is it? _____		
Does the house have internal plumbing?		
Will the landscaping of your front garden be complete within three months of you occupying your house?		
Have you arranged for the installation of an Optical Fibre lead-in conduit that is in accordance OptiComm requirements?		



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## CLUB ARMSTRONG – Mt Duneed

### MEMBERS INDUCTION & INFORMATION FORMS

On the completion of the following induction, Club Armstrong Residents will be granted access to use the amenities during the designated and outlined periods.

The induction process will familiarise all Residents in the safe use of the amenities and their respective rules of use.

Individuals, lot occupants or guests who use the Club amenities do so only for the stated purpose, which purpose must be lawful and conducted in a manner that does not disrupt or inconvenience other users of the amenities.

Please fill out all necessary details of this form. It is important the Rules of Use have been read and understood and the declaration signed and dated to ensure access to the facilities can be granted by the Club Manager.

### HOURS OF OPERATION

#### Office Hours:

Monday to Friday: 9:00am – 5:00pm

#### Gym Facilities:

Monday to Sunday: 5:00am – 10:00pm

#### Outside Amenities:

Monday to Friday: 7:00am – 10:00pm

Weekends and Public Holidays: 8:00am – 10:00pm

Access will not be permitted outside of these hours.

Only inducted users will be able to gain access during this time.

**(TIMES ARE SUBJECT TO CHANGE WITHOUT NOTICE AT ANY TIME)**

### GUEST POLICY

As per your contract of sale, each resident is entitled to bring strictly 1 guest into the facility with them. (1 guest per lot)

Each resident **MUST** understand this policy and will ensure this number is not exceeded.

The resident is responsible for the guest and their actions, behaviours and use of the amenities.

Guests **MUST** sign the Guest Register / Sign in Book each time they visit, which is located in the foyer OR request permission via email to the centre manager.

Any questions relating to a request for use by a guest is to be made to the Centre Manager prior to use of the amenities.

Management maintain the right to refuse entry to your guest as per the facilities maximum capacity requirements and policies.

Each resident understands the guest **MUST** remain with you at all times.

CLUB ARMSTRONG  
101 UNITY DRIVE MT DUNEED 3217  
Ph: 9037 0885  
[www.armstronglife.com.au](http://www.armstronglife.com.au)  
[clubmanager@armstronglife.com.au](mailto:clubmanager@armstronglife.com.au)



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# ARMSTRONG

MT DUNEED

## **MAXIMUM CAPACITY**

The Occupancy Permit states a maximum occupancy of TBC people in the Pool/s.

The Occupancy Permit states a maximum occupancy of 26 people in the Gym.

The Occupancy Permit states a maximum occupancy of 26 people in the Parents Room.

The Occupancy Permit states a maximum occupancy of 220 people in the Function Room.

Non-Compliance of occupancy regulations will result in the request to vacate the area.

## **DAMAGE**

Any user of the Pool & Gym amenities and surrounding common property must notify the Centre Manager of any damages caused or sited during their use of the amenities.

## **PAYMENT OF DAMAGES**

The Owners Corporation reserves the right to recover any costs incurred as result of misuse or breach of the Pool / Gym amenities Rules of Use and all surrounding common property. The repairing contractor determines the cost of damages. These costs will be sought from the responsible party. The resident accepts full responsibility for their guest.

## **ACCESS**

All users must complete a Pool / Gym amenities & surrounding areas Induction within the time frame provided from management once access has been granted, and after the initial settlement. Inductions are only completed during the allocated times as specified by the Club Management.

Access for all users is via the front entrance of the facility. In the case of an emergency all swipe access (doors and gates) will automatically unlock for the purpose of a safe exit from the facility.

Each household is entitled to one complimentary fob, which is provided upon gaining access to the facility once ownership or tenancy documentation has been submitted and the appropriate paper work is completed and brief rules / access has been explained. Each household may then purchase one additional fob via [www.enginekeyordering.com.au](http://www.enginekeyordering.com.au) with a maximum of 2 fobs per household. As per the Owners Corporation Rules a maximum of two fobs is allowed per household.

Thank you for taking the time to complete your application carefully and we hope you enjoy all of the amazing Facilities available to you here at Club Armstrong.

CLUB ARMSTRONG  
101 UNITY DRIVE MT DUNEED 3217  
Ph: 9037 0885  
[www.armstronglife.com.au](http://www.armstronglife.com.au)  
[clubmanager@armstronglife.com.au](mailto:clubmanager@armstronglife.com.au)





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## Rules of Use: GYM

Please read the following carefully.

- △ The Gym Amenities are open for use from **5:00am-10:00pm Monday-Sunday**
- △ Users are not permitted to access these amenities outside of the designated hours of use
- △ Children under the age of 16 must be **\*\*ACTIVELY SUPERVISED\*\*** by an adult resident at all times
- △ **No child under the age of 12 is permitted in the gym at any time**
- △ The Gym Amenities are intended for use by residents and a guest only
- △ Guests are only permitted to use the Amenities if accompanied by a Club Armstrong resident at all times.
- △ Club Armstrong Residents accept full responsibility for guests, in their use of the Gym Amenities.
- △ Residents must ensure their guest is fully aware of the Amenities and their rules of use.
- △ Appropriate clothing & foot wear must be worn at all times while using the Amenities and surrounding area.
- △ No food or alcohol is permitted in the Gym
- △ Smoking is not permitted at any time throughout the facility.
- △ No pets at any time in the Gym or surrounding areas.
- △ For reasons of health and safety, users must adhere strictly to the following:
  - All equipment is to be returned tidily to the appropriate location in the Gym and surrounding area
  - Users who wish to use the Gym must bring a towel.
  - Suitable gym wear must be worn at all times.
  - All equipment must be wiped down after use. Disinfectant spray has been provided for all gym users.
  - Offensive behavior or language will not be tolerated
  - Excessive noise and mistreatment of equipment will not be tolerated
- △ The user will under no circumstances use the amenities for any trade or business where they receive financial restitution.
- △ The Owners Corporation and Centre Management reserve the right to close down the Gym amenities for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the amenities.
- △ The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- △ Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access into the Gym amenities and surround area will be reviewed by the Owners Corporation.

**\*\*ACTIVELY SUPERVISED\*\*** Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians **MUST** position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.

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# ARMSTRONG

MT DUNEED

## Rules of Use: POOL & RESORT POOL

Please read the following carefully.

- △ The Pool & Resort Pool Amenities are open for use from **7:00am-10:00pm Monday-Friday AND 8:00am to 10:00pm Weekends and Public Holidays**
- △ Users are not permitted to access these amenities outside of the designated hours of use
- △ Children under the age of 16 must be **\*\*ACTIVELY SUPERVISED\*\*** by an adult at all times
- △ The Pool & Resort Pool Amenities are intended for use by residents and guest only
- △ Guests are only permitted to use the Amenities when accompanied by a Club Armstrong resident
- △ Residents accept full responsibility for guests, in their use of the Pool & Resort Pool Amenities.
- △ Residents must ensure their guest is fully aware of the Amenities and their rules of use.
- △ Appropriate clothing & footwear must be worn at all times while using the Amenities
- △ No alcohol is permitted in the Pool &/Or Resort Pool area. Food is permitted in the outside facilities however residents are required to clean up after themselves ie: rubbish must be put into the bins. Chairs put back to their appropriate place ready for use again.
- △ Smoking is not permitted at any time throughout the facility.
- △ No pets at any time in the Pool &/Or Resort Pool or surrounding areas.
- △ Please observe all safety signage and note the following rules apply in the Pool & Resort Pool area – NO Diving, No Running, NO Bombing, NO Horseplay, NO glass wear
- △ For reasons of health and safety, users must adhere strictly to the following:
  - All equipment and furniture is to be returned tidily to the appropriate location in the Pool & Resort Pool and surrounding area.
  - Users who wish to use the Pool &/Or Resort Pool must bring a towel to dry off
  - **Users must refrain from walking through common property whilst still wet.**
  - Suitable swimwear must be worn at all times.
  - All users must shower before entering the Pool &/Or Resort Pool.
  - Offensive behavior or language will not be tolerated.
  - Excessive noise and mistreatment of equipment will not be tolerated
- △ The user will under no circumstances use the amenities for any trade or business where they receive financial restitution.
- △ The Owners Corporation and Centre Management reserve the right to close down the Pool & Resort Pool amenities for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the amenities.
- △ The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- △ Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access into the Pool and Resort Pool amenities and surrounding area will be reviewed by the Owners Corporation.

**\*\*ACTIVELY SUPERVISED\*\*** Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians MUST position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.

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[www.armstronglife.com.au](http://www.armstronglife.com.au)  
[clubmanager@armstronglife.com.au](mailto:clubmanager@armstronglife.com.au)



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## Rules of Use: BBQ AREA

Please read the following carefully.

- △ The BBQ Amenities are open for use from **8.00am-10:00pm Monday - Sunday**
- △ Users are not permitted to access these amenities outside of the designated hours of use
- △ Children under the age of 16 must be **\*\*actively supervised\*\*** by an adult at all times
- △ **The BBQ Amenities area are intended for use by residents only**
- △ Guests are only permitted to use the amenities if accompanied by a Club Armstrong Resident
- △ Club Armstrong residents accept full responsibility for guests, in their use of the BBQ amenities. Residents must ensure their guests are fully aware of the amenities and their rules of use.
- △ Appropriate clothing must be worn at all times while using the amenities and surrounding area.
- △ **No alcohol is permitted in the BBQ Area.**
- △ Smoking is not permitted at any time throughout the common property.
- △ Please observe all signage and note the following rules apply for the BBQ Area
  - **No Pets**
  - **No Alcohol**
  - **No Smoking**
  - **No Glass Wear**
- △ For reasons of health and safety, users must adhere strictly to the following:
  - All Users must keep the area tidy and free of rubbish
  - Dangerous goods or gas cylinders are not allowed on common property
  - No sound amplification equipment is to be used
  - BBQ must be cleaned after use
  - Offensive behavior or language will not be tolerated
  - Excessive noise and mistreatment of the BBQ Area will not be tolerated.
- △ The Owners Corporation and Centre Management reserve the right to close down the BBQ areas for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the amenities.
- △ The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- △ Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access to this area will be reviewed by the Owners Corporation.

**\*\*ACTIVELY SUPERVISED\*\*** Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians **MUST** position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.



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## Rules of Use: TENNIS COURTS

Please read the following carefully.

- △ The Tennis Court Amenities are open for use from **7:00am-10:00pm Monday-Friday AND 8:00am to 10:00pm Weekends and Public Holidays**
- △ Users are not permitted to access these amenities outside of the designated hours of use
- △ Children under the age of 16 must be **\*\*ACTIVELY SUPERVISED\*\*** by an adult at all times
- △ The Tennis Court Amenities are intended for use by residents and guest only
- △ Guests are only permitted to use the Amenities when accompanied by a Club Armstrong resident
- △ Club Armstrong Residents accept full responsibility for guests, in their use of the Tennis Court Amenities.
- △ Residents must ensure their guest is fully aware of the Amenities and their rules of use.
- △ The guest policy must be adhered to at all times.
- △ Appropriate clothing & footwear must be worn at all times while using the Amenities and surrounding area.
- △ No alcohol, No smoking and No food is permitted in the Tennis Court area.
- △ No pets are permitted in the tennis court area or surrounding areas.
- △ **Strictly NO scooters, NO bikes, NO skateboards are to be used within the Tennis Court area**
- △ You are not required to book the use of the courts in the quieter season, however from November to February bookings are required via [www.armstronglife.com.au](http://www.armstronglife.com.au)
- △ Offensive behavior or language will not be tolerated.
- △ Excessive noise and mistreatment of equipment will not be tolerated
- △ The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- △ Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access to this area will be reviewed by the Owners Corporation.

**\*\*ACTIVELY SUPERVISED\*\*** Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians **MUST** position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.

### IMPORTANT – Please note:

- △ Tenants are aware that as of the end of lease date access is automatically cancelled until proof of lease extension is provided. This must be from the landlord or estate agent on their letterhead and provided to Club Management.
- △ Both owners and tenants are aware that if / when they vacate / sell on the property they are responsible for returning the fob/s to the Club Armstrong office, charges WILL BE incurred if fob/s are not returned. This WILL also impact the next resident for that property gaining their access.

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**Induction**

At the end of induction, users of Club Armstrong Amenities should feel familiar with the services and amenities on offer. Users should know the location of all amenities in the facility. Users should be confident in the use of the amenities, equipment and activities. All users should have an understanding and acknowledge the requirements for the facility.

<input type="checkbox"/> I know the location of services, including restrooms, change rooms, showers and all other amenities	<input type="checkbox"/>
<input type="checkbox"/> I have been advised of the location of first aid, defibrillator, lifesaving equipment	<input type="checkbox"/>
<input type="checkbox"/> The location of fire exits has been explained	<input type="checkbox"/>
<input type="checkbox"/> I understand that exercise and the use of these amenities may cause injury or aggravate certain medical conditions	<input type="checkbox"/>
<input type="checkbox"/> I have read and understand the rules of use for the Pool, Gym amenities & surrounding areas	<input type="checkbox"/>
<input type="checkbox"/> I am confident in my use of the facility	<input type="checkbox"/>
<input type="checkbox"/> I understand and will comply with the guest policy that has been explained to me	<input type="checkbox"/>
<input type="checkbox"/> I will actively supervise my children that are under the age of 16 years	<input type="checkbox"/>

**DECLARATION**

I confirm that I have read and understand the Rules of Use for the Pool/ Gym amenities and surrounding areas, I hereby agree to abide by these. I am aware of the rules governing the use of both the Pool, Gym amenities and surrounding areas. I have been correctly shown the use of these amenities and confirm that if I so decide to use these amenities I do so at my own risk without liability to the Owners Corporation and/or Management.

NAME:

ADDRESS:

Signature:

Date:

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## FUNCTION ROOM HIRE

### Upstairs Function Room:

- Maximum Capacity 220 people (this includes children and staff)
- \$200 refundable Bond, pending condition report
- \$200 cleaning fee
- Use of 10 large round table and 100 chairs plus furniture

### The Parents Room:

- Maximum Capacity 26 people (this includes children and staff)
- \$200 refundable Bond, pending condition report
- \$200 cleaning fee
- No alcohol is permitted in the parent's room at any time

### Terms:

- Each Lot is entitled to 2 bookings per financial year
- You must be 'financial' to book a function room
- Use of either function space has access to the kitchen, microwave, fridge and oven
- The hirer is responsible for ALL guests at ALL times
- The hirer must be in attendance of the function at ALL times
- Minimum of 14 days booking in advance is required
- The \$200 bond is required when securing your booking
- All functions require a \$200 cleaning fee, this price is subject to change
- The hirer must provide a temporary liquor license to management prior if alcohol is going to be served. This can be done via [www.vcglr.vic.gov.au](http://www.vcglr.vic.gov.au) and is a policy of the Owners Corporation
- If your function is being catered, your caterer can provide their liquor license details, always check with them first
- If your function is after 6pm and you are having over 50 guests, you must have at least 1 security guard
- If your function has liquor you are required to have 1 security guard per 50 people
- You can engage your own security company but all relevant certificates must be presented to management
- The current price we have from our Security Company is \$65 per guard per hour
- ALL relevant documentation must be provided to management a minimum of 24hrs prior to your function or your event WILL be cancelled
- Responsible service of alcohol is enforced
- You must ensure your guests remain within the function space area, they do not have access to the remainder of the facilities i.e. pools, gym or tennis courts
- You must ensure your guests are acting appropriately at all times
- Smoking is strictly not permitted within the facility including the decks and balcony
- After the function a condition report will be completed and signed off by staff & the hirer
- The hirer will ensure the doors during their function remain closed
- Your function needs to end 1 hour prior to the closing time to allow for clean up
- The hirer will return all furniture to where it was originally and take ALL of their rubbish away

### What to do:

- Collect terms of use and an enquiry form from management, complete it and return to the office
- Your form will be forwarded to the Owners Corporation Manager who will generate the invoices as required
- Special function fobs will be issued to you prior to the function

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# Resident Compliance Handbook



## A quick guide to common breaches



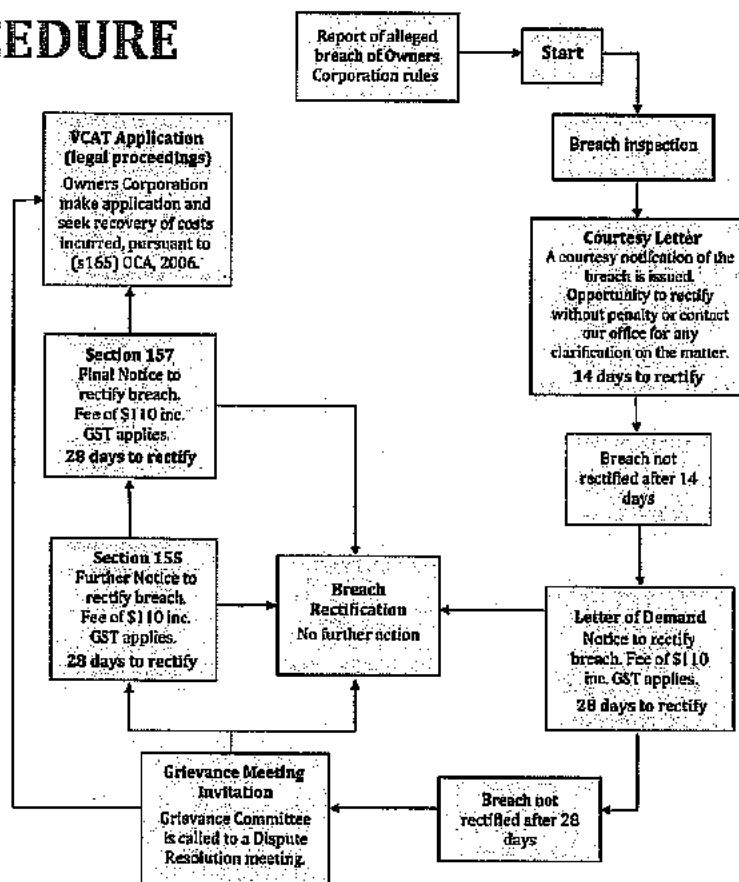
ARMSTRONG OWNERS CORPORATION  
PS709524N

**Engine Property Group**

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# BREACH PROCEDURE



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## MAINTENANCE

- Remove weeds from garden & nature strip
- Keep grass mown
- Ensure no rubbish is left in the front yard or on the nature strip
- Keep plants and shrubs trimmed
- Remove and replace any dead plants



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## BINS & RUBBISH

- Keep rubbish bins concealed from view (excluding bin collection days)



Store in the garage or the behind fence

- Ensure bins are kept clean
- Ensure rubbish is not spilling out of bins



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**Engine Property Group Pty Ltd contract of appointment**

**Leisure Centre Management – Facility Management 1**

**Lease agreement between Owners Corporation 1 PS709524N and Armstrong Creek**

**Developments Pty Ltd for lots S5 and S6 of the Subdivision**

**Development agreement between Owners Corporation 1 PS709524N and Whites Road Pty Ltd**

**Agreements form the register and are available via our office for inspection**

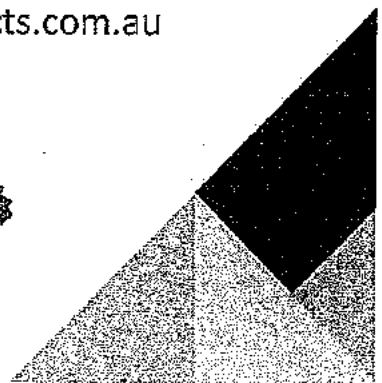
## LANDSCAPING

- Landscaped areas must be established within 3 months of your Occupancy Permit.
- The front garden should include at least 20 plants/shrubs.
- Include at least 1 advanced feature tree.
- Embankments should not exceed a slope of 1 in 5.
- Retaining walls needs to be kept to a max. height of 1 metre.



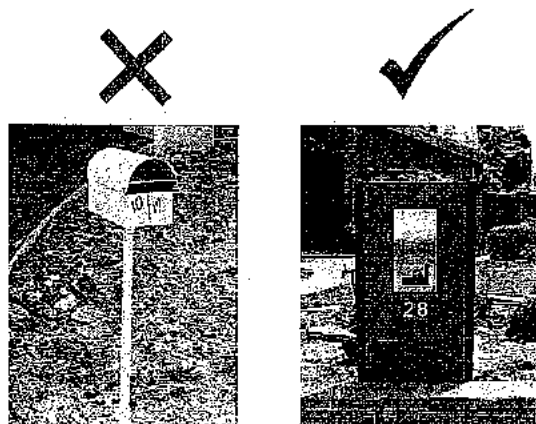
Submit your plans to **Armstrong Design Assessment Panel** at  
Stephan P Kosa & Associates Pty Ltd [skosa@kosaarchitects.com.au](mailto:skosa@kosaarchitects.com.au)

Engine Property Group  
[enginepropertygroup.com.au](http://enginepropertygroup.com.au)  
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## LETTERBOXES

- Letterboxes should be designed to match the house using similar materials and colours and must be erected prior to Certificate of Occupancy.
- The street number must be clearly identifiable.



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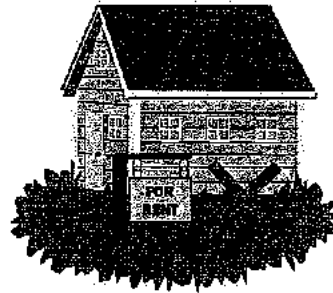
## SIGNS & ADVERTISING



Signage is not permitted!

The following are exceptions:

- Only 1 advertising sign will be permitted to be erected on a lot that is being advertised for resale AND only after the developer has sold ALL lots in the relevant stage.
- Display home signage will be permitted but only with the written approval of the DAP and the City of Greater Geelong.



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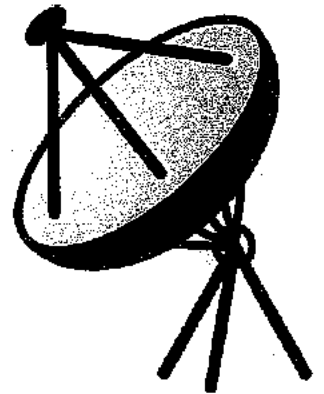
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## EXTERNAL FIXTURES

These items must be out of public view!

- Clothesline
- Garden Shed
- External hot-water services
- Ducted heating units
- Solar water heaters
- Air-Conditioning
- Television Antennae
- Satellite Dishes
- Rainwater tanks

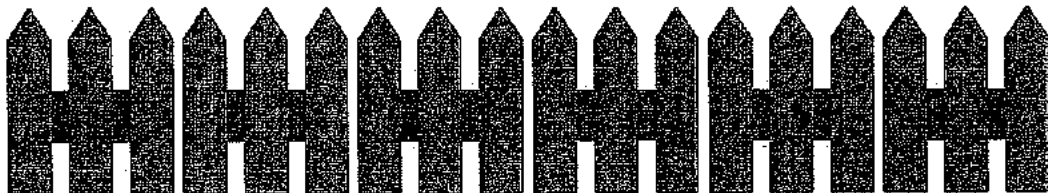


For any queries on location of these items, please contact  
**Armstrong Design Assessment Panel** at [skosa@kosaarchitects.com.au](mailto:skosa@kosaarchitects.com.au)

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## FENCING

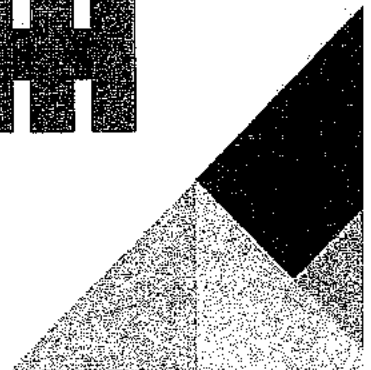
- No front fencing is permitted.
- Fences may be stained with a clear finish but not painted with coloured stain or paint.
- On side boundaries, no fencing is permitted forward of the building line.
- All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres.



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## GARAGES

- All homes must allow for an enclosed garage.
- No carports are permitted to the front of the dwelling.
- All lots greater than 300m<sup>2</sup> must have garages setback a minimum 5 metres from the main street frontage.
- Double Garages must be provided on lots greater than 12.5 metres in width.
- Garage door must be panelled and of a colour which complements the house.



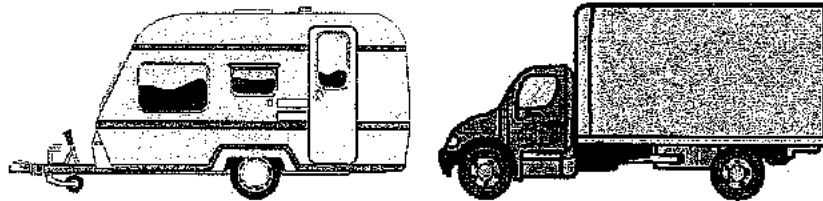
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## VEHICLES & PARKING

Keep these vehicles out of public view.

- Trucks
- Trailers
- Commercial vehicles
- Recreational vehicles/caravans
- Boats

No parking on the nature strip by any vehicle, at any time



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## FURTHER INFORMATION

For a copy of the Owners Corporation Rules and Design Guidelines, please email our office or download a copy from the Owner Portal via [enginepropertygroup.com.au](http://enginepropertygroup.com.au)

### Engine Estates Management

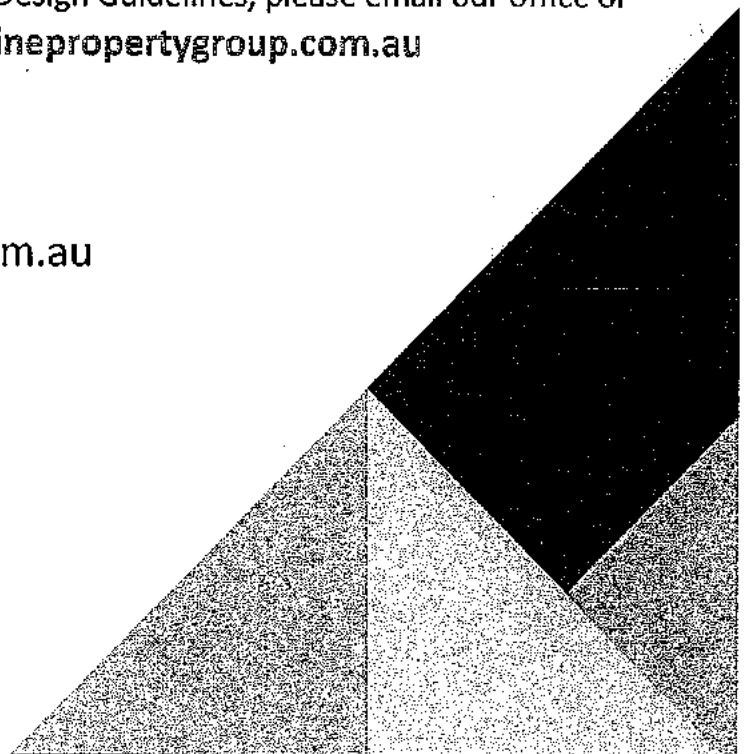
✉ [estates@enginepropertygroup.com.au](mailto:estates@enginepropertygroup.com.au)

☎ 1800 364 463

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## **Club Armstrong Function Room Rules of Use:**

### **DEFINITIONS:**

**Applicant** means a Member or Occupier who makes an Application;

**Application** means an application made for the use of the function room for a function

**Approve or Approval** means an approval in writing given by the Owners Corporation or its approved delegate in respect of the application which may or may not contain conditions;

**Booking time** means function time plus a minimum of 1 hour cleaning time at the duration of a function

A **community group** activity or **event** is open to all Armstrong Estate residents where the goal is to enable residents to socially connect

**Hirer** means a person who resides in a residence in Armstrong Estate who makes the application to use the Armstrong Estate Function Room and is responsible for: the actions of themselves and Guests, all financial commitments and any damages caused.

**Hours of Operation** means the time which the hirer may request access to the function room on the day of their event.

**Financial Club member** means the resident must have all Owners Corporation fees up to date.

A **Private Function** uses a resident's entitlement to the Function Room, the resident can invite external invitees and takes responsibility for those persons entering and departing the Club and also their responsible behaviour while using the function room.

**Refuse or Refusal** means a refusal in writing given by the Owners Corporation Committee in respect of an Application.

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## INTRODUCTION:

1. Organisations, groups or individuals who hire the function room and furniture, do so only for the stated purpose, which purpose must be lawful and conducted in a manner that does not disrupt or inconvenience other users of the facility. The period of hire shall commence in accordance to allocated booking time and conclude at the agreed times nominated on booking application and rooms vacated promptly.
2. The Owners Corporation maintains a "Fair Use Policy" that covers the additional guidelines for approving the use of the recreational facility.
3. The function room is not available for private function bookings on the evening prior to a Public Holiday, & or on a Public Holiday, or days in lieu of a Public Holiday, additional bond and charges will apply;
4. In the event of no private function booking during the requested date and time the Owners Corporation may consider the approval of Community Group Activities or Events. Priority will be given to private bookings and the Owners Corporation reserves the right to cancel or move Community Group Activities to allow for a private function;
5. The Owners Corporation (OC) may set additional requirements prior to the approval of any community group activity or event including but not limited to: frequency, available times & days, duration, additional bonds and fees;
6. The hirer will be requested to show proof of identity and residency.
7. A Lot Owner must be a financial member of the OC. If the Lot Owner is un-financial, the occupier will be advised.
8. The hirer must be in attendance at all times during the function and is responsible for all the guests and their behaviour
9. The OC reserves the right to cancel or amend all function room bookings
10. Community initiatives as defined and approved by the Armstrong Residents Committee will be exempt from the frequency of the booking policy.



## **FREQUENCY OF USE**

1. Each Lot is entitled to two (2) booking per financial year.
2. Where the member has been granted access to the facilities under a lease or rental agreement, the members entitlement to the function room transfers to the occupier:
3. Access to the function room will only be granted to the occupier while the member remains financial
4. The member agrees they may be liable for recovery of costs for damage or loss caused by the occupier, resident members or guests.
5. Bookings must be made 14 days in advance to ensure availability of the booking and process the bond payment.

## **HOURS OF OPERATION, BOOKING TIME & SUSPENSION OF DRINKS SERVICE AND ENTERTAINMENT**

1. Hours of operation for the upstairs function room are:
  - Sunday – Thursday start 5am – 10:00pm
  - Friday & Saturday start 5am – 12:00pm
2. Hours of operation for the parents' room are:
  - Sunday – Thursday start 5am – 10:00pm
  - Friday & Saturday start 5am – 10:00pm
3. If alcohol is served during the function all drinks must cease 1 hour prior to the end of the function.
4. All entertainment must cease no later than Sunday to Thursday 9:00pm and Friday to Saturday 11pm.
5. The hirer, employees, caterers, security staff must vacate the premises no later than the end of the booking time
6. No alcohol is permitted in the parents' room at any time.

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## MAXIMUM CAPACITY

1. The maximum Occupancy must not exceed what is stated on the Planning Permit.
  - a. The Upstairs Function Room is a maximum of 150 people inc. staff, residents, guests, children
  - b. The Parents Room is a maximum of 26 people inc. staff, residents, guests, children
2. The hirer must accept that this figure is inclusive of all catering staff for the function, security guard and entertainers.
3. Non-Compliance of occupancy will result in the request to close the function & to vacate the premises.
4. All costs to enforce occupancy levels will be recovered from the hirer.

## PAYMENT (ALL PAYMENTS ARE INCLUSIVE OF GST)

1. The Owners Corporation will set fees and charges for the use of the function room including but not limited to: booking fees, security charges & cleaning fees.
2. In order to secure a booking, the completed enquiry form will be emailed to our owners' corporation manager who will ensure you are a financial club member. Once confirmed invoices for the security bond, cleaning fee and security (if required) will be emailed direct to the hirer (resident)
3. Payment of all invoices is required to secure your booking
4. Failure of the above will result in your booking being cancelled

## COSTS:

1. A \$200 security bond is required, which is fully refundable pending a successfully completed condition report with no damage reported
2. A \$200 cleaning fee is required, this is for a full commercial clean of the function space
3. Security is required at your function if you are serving alcohol or if your function is after 6pm. The cost for security is \$65 per hour per guard

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## **COSTS CONTINUED**

4. You are required to have 1 guard per 50 people attending your function inc. staff, residents, children etc
5. Security is required for a minimum of 4 hours and must be present for the entire length of the function

## **PAYMENT OF DAMAGES**

1. The owners' corporation reserves the right to recover any costs incurred as a result of misuse or breach of the facility rules.
2. Costs of damages are determined by the repairing contractor.
3. These costs will be retained from the bond.
4. The hirer will be advised prior to the payment of damages being applied.
5. The hirer is responsible for the full costs of the cleaners and security in accordance with the terms of use. Failure to pay where it is required will result in a function booking cancelled.
6. The Owners Corporation reserves the right to adjust the bond and payment rate(s). In this event, the member will be given the option of confirming the booking at the adjusted rate, or cancelling the booking.

## **SECURITY & ACCESS**

1. Function fobs are issued to provide access to function room.
2. Fobs must be returned at the conclusion of hire period to the secure after hours Key Return Box located at the entry door.
3. All room doors must be locked after use.
4. The Hirer is to collect the function fobs during normal working hours, 1 working day prior to the function.



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## SECURITY & ACCESS CONTINUED

5. Security Payment, functions involving alcohol are required to pay a non-refundable fee to cover the cost of a Security Guard to be onsite.
6. This guard would be dedicated to the function for which they have been hired.
7. Rates for Security are advised under the heading "Payment"

## CATERING

1. ALL functions (self-catered or otherwise) are required to pay a non-refundable cleaning fee as advised under the heading "Payment".
2. Contract cleaners will be arranged. Cold food may be served in rooms providing it is handled and served in a hygienic and safe manner.
3. Food Beverages or Alcohol may not be offered for sale in the function room.
4. Self-Catered Functions - the following items are not permitted in the function room, hot water urns, coffee urns, reheat or cooking appliances.
5. The hirer will have full use of the kitchen

## CLEANING

1. All facilities including furniture, floor coverings, and any other facilities utilised during hire must be left clean and in good order.
2. ALL rubbish must be removed by the hirer and disposed of by the hirer.
3. Packaging must be removed by the Hirer.
4. Charges will apply should the Hirer fail to clean the room adequately.
5. **Decorations of any kind must not be erected or affixed to the walls, glass windows, doors, fittings, and furniture.**



## RESTRICTION OF ALCOHOLIC BEVERAGES

1. Alcoholic beverages and their consumption in the function room is not permitted unless prior approval has been sought and certificate of currency of Public Liability Insurance provided from a holder of a liquor licence.
2. Alcohol can only be served in the function room by a commercial caterer who holds a liquor licence.
3. Commercial catering companies **MUST** supply copies of their current Liquor Licence and public liability insurance.
4. Guests must comply with Strictly no BYO alcohol permitted under any circumstances.
5. Function room must be vacated by the hours as stated under "hours of operation"
6. Alcohol is not permitted to leave the function room area under any circumstances.
7. **Alcohol being taken from the function room by a member or guest will result in complete loss of bond and a suspension of the member's access to the facility in accordance with the Owners Corporation Breach Penalty system.**

The Liquor Control Reform Act 1998 (the Act) is the primary piece of legislation regulating the supply and consumption of liquor in Victoria. It is a condition of the Function Room Booking Process, when the service of alcohol is intended, a security guard is present at all times as positioned by the OC.

8. The Hirer must provide a receipt from a licenced caterer 1 working day prior to the booking or the booking will be cancelled.
9. The Licensee is responsible for the service of alcohol during the function & all obligations under the Liquor Control Reform Act.
10. At no time, can alcohol be sold by any means, marketed or promoted in the function room. Alcohol cannot be serviced to minors.

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## **Responsible serving of alcohol will be enforced at all times**

Corporation Regulations 2007 & the facility "Rules of Use" displayed throughout the facility. The Owners Corporation reserves the right to recover any costs incurred as a result of misuse or breach of the facility rules. Management reserve the right to change or cancel bookings. Management or an appointed agent of management may enter meeting rooms at any time without prior notification.

## **ANTI-SOCIAL OR VIOLENT BEHAVIOUR**

Any acts of anti-social or violent behaviour by a member or guest during the course of a function will not be tolerated and will result in complete loss of bond and a suspension of the members pass in accordance with the Owners Corporation Breach Penalty system. In the event of this type of incident the function will not be allowed to continue and police notified.

## **FURNITURE USE AND DAMAGE TO PROPERTY**

The function room has tables and chairs available for use which are stored in the store room. It is the responsibility of the Hirer to ensure that all tables & chairs are returned to the allocated position in the store room. Due to the weight of the tables, please take all due care to ensure the safety of yourself & others.

Charges will apply if furniture is not returned to the allocated store room.

All chairs must be properly stacked and tables folded and unfolded with regard to the correct operating mechanism and stored neatly before vacating rooms.

The Hirer will be responsible for the cost of any damage or soiled carpets. Dishwasher / Fridge / Microwave / 100 chairs / 10 round tables / Amplifier with microphone / assorted furniture. All items are listed in the condition report.

## **DAMAGE**

The Hirer is required to notify the Centre Manager of any damages caused, during the allotted time booked for the function. Should any damage be caused to the function area during the period of the function booking, the bond will be retained until any damage caused is repaired.



## DAMAGE CONTINUED

The cost of the repair of the damage will be deducted from the bond. The member shall be responsible for and agrees to pay any costs in excess of the bond amount for repairs of any damage caused during the function room booking time

## OCCUPATIONAL HEALTH & SAFETY

The Hirer must adhere to all Occupational Health and Safety requirements including those relating to exposure to noise, working at heights, manual handling and safe operation of equipment.

The Hirer shall comply in every respect with regulations under the Health Act 1958 and the Building Code of Australia with regard to public buildings for the prevention of overcrowding and obstruction of doorways, passages, corridors or any other part of the building to ensure the safe exiting from the building in case of an emergency.

Smoking is not permitted anywhere in the facility including toilets, balconies and car park or within five metres of front entry. Illicit drug use is also strictly prohibited.

No animals, birds or reptiles are allowed in any part of the building or rooms.

Dogs must not be tied up and left on leads outside front or rear of building.

Dangerous goods or gas cylinders are not allowed in the building.  
Power points are provided for use of equipment that conforms to Australian standards.

No sound amplification equipment is to be used without prior approval.

No additional lighting is to be installed in the function room without prior approval.

Hot water urns and coffee urns are not permitted in the function room.



**STATEMENT**

I agree to comply with the Armstrong Function Room "Rules of Use". The Owners Corporation reserves the right to restrict my use of the facility in accordance with Occupational Health & Safety, Australia Standards, Owners Corporations Act 2006 and Owners Corporation Regulations 2007 & the facility "Rules of Use" displayed throughout the facility.

The Owners Corporation reserves the right to recover any costs incurred as a result of misuse or breach of the facility rules.

Management reserve the right to change or cancel bookings.

Management or an appointed agent of management may enter meeting rooms at any time without prior notification.

I/We understand and agree to all said in this document & agree that all details relevant to the function that I the hirer have stated are truthful.

Hirer: MALISA KADIC Date: 19.4.17

Signature: 

Club Armstrong Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Lease**

**Owners Corporation No. 1 Plan of Subdivision  
709524N**

Lessor

and

**Armstrong Creek Developments Pty Ltd**

Lessee

**Of Common Property**

**HWL  
EBSWORTH**  
LAWYERS

Level 26  
530 Collins Street  
MELBOURNE VIC 3000  
DX 564 MELBOURNE  
ABN 37 246 549 189  
Tel: (03) 8644 3500  
Fax: 1300 365 323

[www.hwlebsworth.com.au](http://www.hwlebsworth.com.au)  
Ref: TMG:JH:296368

THIS LEASE is made the 18<sup>TH</sup> day of 24<sup>TH</sup> 2014

Between the Owners Corporation described in the Schedule as the Lessor (Lessor) of the one part AND the party described in the Schedule as the Lessee (Lessee) of the other part.

**Whereas:**

1. The Lessor is the Owners Corporation created under the *Subdivision Act 1988* on registration of Plan of Subdivision 709524N (the Subdivision) relating to the land situate at the Armstrong Creek – Mt Duneed in the State of Victoria.
2. The Lessee has entered or will enter arrangements with the registered proprietor of the Lots by which the Lessee will undertake works on the Lots including but not limited to the construction of Recreational Facilities.
3. The Lessee is desirous of having exclusive use and possession of the Common Property described in the Schedule, including any Common Property which comes into existence on the future registration of stages within the Subdivision, as the demised premises (the Demised Premises) and the Lessor has agreed to exercise its powers under section 14 of the *Owners Corporations Act 2006 (OCA)* by granting by special resolution a Lease of the demised premises to the Lessee subject to the terms and conditions of this Lease;

**Now this Agreement witnesses as follows:**

1. The Lessor **HEREBY GRANTS** to the Lessee the right to the sole and exclusive use and enjoyment of the demised premises to the exclusion of all other members of the Lessor and all other persons, subject to the terms, covenants, conditions and restrictions hereinafter contained, for a term of ninety-nine (99) years commencing on the commencing date set out in the Schedule (the term).
2. The Lessee shall pay to the Lessor rent as set out in the Schedule.
3. The Lessee hereby covenants with the Lessor as follows:
  - (a) Not to do or permit to be done on the Demised Premises anything illegal or which may be a nuisance or annoyance to the Lessor, its members or the occupiers of any other lots on the Subdivision or which would breach any town planning scheme or permit affecting the Demised Premises.
  - (b) Not to use or permit to be used the Demised Premises for any purpose other than for the use set out in the Schedule and then only in such manner as shall be fair and reasonable.
  - (c) To keep the Demised Premises in good and tenantable repair and in a clean and tidy state and to remove and/or replace any unhealthy plants and to maintain the demised premises as if they formed part of the Lots.
  - (d) Not to do or permit to be done anything whereby the insurance by the Lessor for public liability or reinstatement and replacement may become void or voidable or which may cause an increase in the premium payable for such insurance and to pay the amount of any such increase to the Lessor on demand.
  - (e) To observe the rules of the Lessor as if the Demised Premises formed part of the Lots and to ensure that any sub-lessee of the Lessee observes the Lessor's rules.

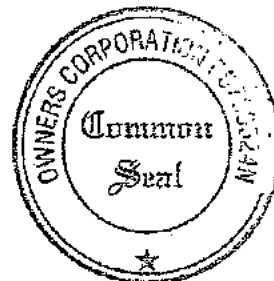
- (f) Not to make any alterations or additions to the demised premises without the prior consent in writing of the Lessor, such consent not to be unreasonably withheld.
4. The Lessor hereby covenants with the Lessee:
- (a) that paying the rent reserved and observing the covenants and agreements herein to be observed and performed shall during the term peaceably and quietly hold and enjoy the Demised Premises without any lawful interruption by the Lessor or any persons or any person lawfully claiming under the Lessor except as is provided by Clause 9.; and
- (b) that the Lessor shall be liable for all annually recurrent outgoings and insurances taken out and required to be taken out by it under the OCA.
5. **IT IS HEREBY AGREED AND DECLARED** that the Lease hereby granted shall cease and determine should the Lessee be in breach of any of the covenants set out in Clause 3 hereof **PROVIDED** such breach has continued for a period of thirty days after the Lessee has received a notice in writing from the Lessor advising the Lessee of such breach and requiring the Lessee to rectify such breach within that period and the Lessee has failed to do so. This lease shall also cease and determine on the winding up of the Lessor or the cancellation of the Subdivision.
6. **IT IS FURTHER AGREED AND DECLARED** that this Lease may be terminated by the Lessee by giving fourteen days' notice to the Lessor without specifying any ground of termination and that upon the expiration of that notice each party waives any rights and forever releases and discharges the other party from any obligations under this Lease and the Lessor indemnifies the Lessee for any loss, damage or penalty claimed by it to the extent permitted by law.
7. This Lease shall be transferable by the Lessee as of right and without the Lessee having to first obtain the consent of the Lessor to such transfer.
8. The Lessee shall be entitled to grant a sub-Lease or licence of the Demised Premises or any part thereof to a sub-lessee or licensee as of right without having first to obtain the consent of the Lessor to such sub-lease or license provided that the Lessee shall require the sub-lessee or licensee to execute a deed of covenant with the Lessor to observe the covenants set out in Clause 3 hereof.
9. This Lease is granted subject at all times to the rights of the Lessor, members of the Lessor and occupiers of lots on the Subdivision to exercise their easements and rights over the demised premises pursuant to the *Subdivision Act 1988*.
10. Without prejudice to any other means of giving notice, any notice requiring to be served hereunder on the Lessee shall be sufficiently served if addressed to the Lessee and if delivered at or posted by security post to the address of the Lessee in Victoria last known to the Lessor. Any notice sent by post shall be deemed to have been given 48 hours after posting.
11. In this Lease where the context so admits or requires words importing the singular shall include the plural and words importing the masculine gender shall include the feminine or neuter and the expression Lessee shall include the personal representatives, successors and transferees of the Lessee. Where more than one person comprises the Lessee the obligations of those persons shall be joint and several.
12. (a) GST means any consumption tax imposed by government which operates during the Term or any renewal or overholding period and includes (but is not limited to) a goods and services tax a broad based consumption or indirect tax and value added tax.
- (b) GST Law includes any law introducing relating to or in furtherance of a GST.



- (c) Input Tax Credit in relation to a supply means a credit under the GST Law for the GST payable by the recipient in respect of the supply.
- (d) Price means the consideration for a taxable supply without any discount for GST.
- (e) Tax Invoice in relation to a supply means an invoice for the supply required by the GST Law to support a claim by the recipient for an Input Tax Credit for the GST on the supply.
- (f) An amount payable by the Owner under this Lease in respect of a supply by the Owners Corporation which is a taxable supply under the GST Law (unless expressed to represent the Price of the supply) represents the GST exclusive value of the supply and the Owner as recipient of the supply must in addition pay to the Owners Corporation the GST payable in respect of the supply.
- (g) If this Lease requires the Owner to pay reimburse or contribute to an amount paid or payable by the Owners Corporation in respect of an acquisition from a third party for which the Owners Corporation is entitled to an Input Tax Credit the amount for payment reimbursement or contribution will be the GST exclusive value of the acquisition by the Owners Corporation plus the GST payable in respect of that supply but only if the recovery by the Owners Corporation from the Owner will be a taxable supply under the GST Law.
- (h) The obligation on the Owner pursuant to the preceding paragraphs of this sub clause to pay the GST on a taxable supply to it by the Owners Corporation arises on the delivery by the Owners Corporation of a Tax Invoice for the supply.

IN WITNESS WHEREOF the parties hereto have executed this Lease as a Deed the day and year first hereinbefore written.

The Common seal of the Lessor was affixed in accordance with section 20 of the OCA and in accordance with the special resolution dated in the presence of:



ROBY COSTELLOE

Full Name

Full Name

12 RIVER SIDE QUAY SOUTH AUCKLAND

Address

Address

CHAIRPERSON OF THE INDIANAN ATM HERE 12 R 12

Member of Owners Corporation

MEMBER OF OWNERS CORPORATION

Member of Owners Corporation

AGENT FOR ALL OWNERS AS HOLDER OF ALL LOTS OF OWNERS CORPORATION NO 1 PS NO: 709522 N

**Lease**

**HWL Ebsworth**

Signed Sealed and Delivered by Lessee in the presence of and who is identified as the named person by:



Witness signature

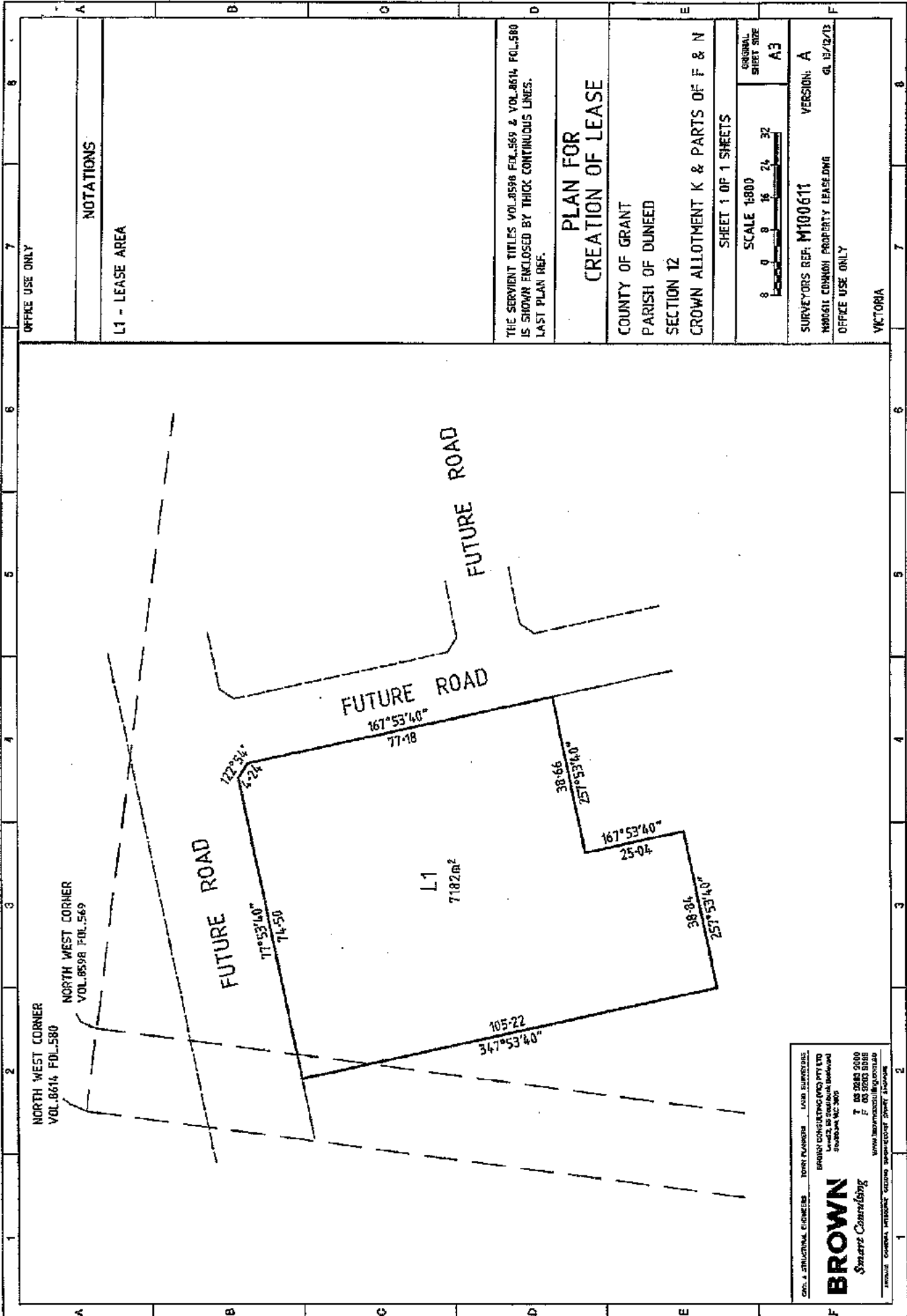
RAY COLLIER  
Name (please print)

LEVEL 6 TOWER OF QUAY SOUTH TANK  
Address

Please note any witness should confirm the identity of the person signing to be the same person named in the document.

**Schedule**

1	Lessor:	Owners Corporation PN 1 of Subdivision 709524N
2	Lessee:	Armstrong Creek Developments Pty Ltd
3	The Lots:	Lots S5 and S6 on the Subdivision
4	The Demised Premises:	All Common Property within the Subdivision in accordance with the attached Lease Plan
5	Commencing Date:	The date on which this Lease is executed by the Lessor and Lessee
6	Rent:	\$1 for the Term, receipt of which is acknowledged by the execution of this Lease by the Lessor and Lessee
7	Term:	99 years from the date of execution of this Lease
8	Use of Demised Premises:	The use and development of the Subdivision

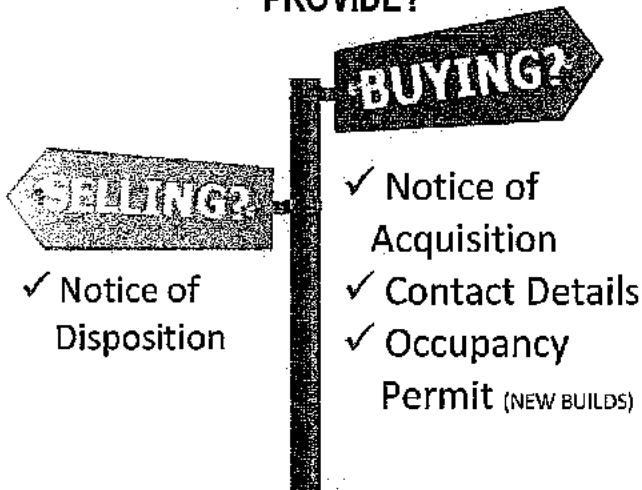


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 SMARTER CONSTRUCTION  
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## BUYING OR SELLING?

If you have just sold or purchased your property it is important to notify the Owners Corporation Manager.  
If you are building your home, you will also need to provide a copy of the Occupancy permit once it has been issued to you.

### WHAT DOCUMENTS DO I NEED TO PROVIDE?



### WHY DO I NEED TO PROVIDE THESE?

It is important to notify the Owners Corporation of your settlement, occupancy status and contact details to ensure you can receive important information relevant to your property and obligations as an owner within an Owners Corporation. A copy the Notice of Disposition (Vendor) or the Notice of Acquisition (Purchaser) can be obtained from the solicitor or conveyancer who assisted with your settlement.

Documents can be emailed to [reception@enginepropertygroup.com.au](mailto:reception@enginepropertygroup.com.au) or sent by post to PO BOX 589 East Melbourne, VIC 8002

Contact Engine Property Group on 1800 364 463 for further information.

**engine**  
PROPERTY GROUP

# WHAT IS AN OWNERS CORPORATION?

An **Owners Corporation** (formerly known as a Body Corporate) is the collective name given to lot owners within a development which has common property. That is, property which all owners have the right to use, such as; a lift, driveway, swimming pool, tennis court or community gardens.



Once settlement has occurred and you are the owner of a property (or 'lot'), you are automatically a member of the **Owners Corporation**. Membership applies whether you own vacant land or an existing house.

As a Lot Owner and Member of the Owners Corporation, you have benefits as well as legal and financial responsibilities to the Owners Corporation (other lot owners)

You are entitled to:

- The right to use common property
- Attend and vote at an Annual General Meeting (AGM) or Special General Meeting (SGM)
- Become an Owners Corporation committee member

You are responsible for:

- Payment of Owners Corporation Contributions (fees)
- Complying with the Rules of Use, Owners Corporation Rules, Design Guidelines, the Owners Corporation Act 2006 and Owners Corporation Regulations 2007



The Owners Corporation Act 2006 puts this system in place, to guarantee that the Owners Corporation is consistently maintained through responsible administration, management and repairs.



The Owners Corporation benefits all members by ensuring that the development is well maintained, which adds to the value of your investment asset or home.

# HOW DOES AN OWNERS CORPORATION WORK?

The Owners Corporation Management (OC Management) is a company which is appointed to manage the Owners Corporation.

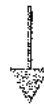
The OC Management have no voting rights or decision making powers; its' purpose is to facilitate the instructions and wishes of the Owners Corporation.

The OC Management liaises with the Committee and provides a team of administration support and finance trained staff to manage the Owners Corporation.

The OC Management:

- Store all records of the Owners Corporation.
- Take direction from the Committee by completing and providing research for tasks and then fulfilling the decisions of the Committee.
- Handle all incoming money (collecting OC fees) and outgoing money (paying bills, Insurance).
- Ensuring all stakeholders comply with all rules and legislation pertaining to the Owners Corporation.

There are three levels of management connected to an Owners Corporation

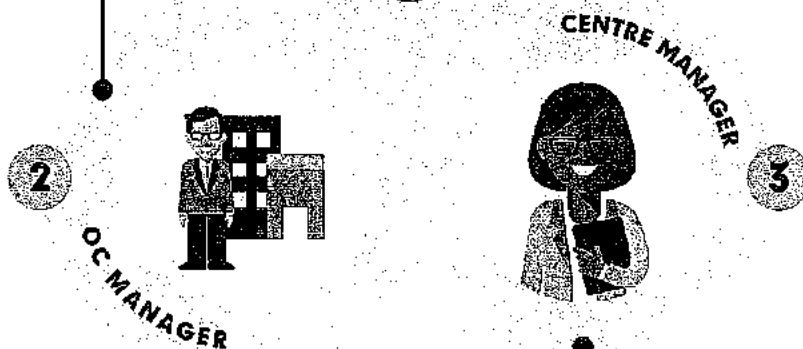


A Committee is elected by owners at an Annual General Meeting.

The Committee is responsible for making decisions on behalf of all owners.

The Committee will elect a Chairperson to encourage direction and decision making.

The Committee can determine any ordinary resolutions which will apply to the management of the Owners Corporation.



Not all Owners Corporations have a Centre Manager or Facility Management team; this is not a requirement.

Many Owners Corporations do not have the common property to require this level of management and operate without it.

An Owners Corporation can also have a caretaker which may be enough to suffice for the Owners Corporation's needs.

The day to day operations, functions and maintenance of the common property is the responsibility of the Centre/Facility Management team.

This on-site team deals directly with the various contractors and suppliers in carrying out maintenance work to ensure all common property and facility equipment is in good condition.

The Centre Management team are the first point of contact for the daily operations of the facility.

# WHAT ARE THE RESPONSIBILITIES OF AN OWNERS CORPORATION?



All Owners Corporations are governed by the Owners Corporations Act 2006.

Owners Corporations are required to have rules for the management, use and enjoyment of the shared property and of owner's lots. These rules can be established by the Owners Corporation themselves to suit their particular requirements. Alternatively, the Owners Corporation can follow a set of rules which are the Owners Corporations Regulations 2007.



The Owners Corporation fees paid by all owners, cover the costs as determined by the Owners Corporation Committee and OC Manager, who monitor actual costs and research and forecast likely future costs. This detailed budget is presented at the Annual General Meeting.



## PROPOSALS FOR CHANGE, VOTING AND RESOLUTIONS

All owners have the right to put forward a case for changes to common property or Owners Corporation. Any such changes as well as important decisions, are decided by a vote, either at the Annual General Meeting (AGM), at a Committee Meeting, or by a ballot. The case is put to a vote as a motion and if the motion receives enough votes, it becomes a resolution and will be acted upon.

There are 3 types of resolution:

- 1 **Ordinary Resolution** requires 50% or more of owners in favour
- 2 **Special Resolution** requires 75% or more of owners in favour
- 3 **Unanimous Decision** requires 100% of owners in favour

An Ordinary Resolution is the day-to-day running of the OC. These decision making powers are delegated to the Committee to make these decisions throughout the year. The usual motions at an AGM are ordinary resolutions. At an AGM should a quorum not be achieved (half of total lot owners in attendance), an ordinary interim resolution is required.

An Interim Ordinary Resolution initially requires a notice to be sent to all owners within 14 days of the AGM announcing the interim ordinary resolution and giving owners 28 days to present a petition against the proposed change if they wish to do so. If more than 25% of the Owners Corporation say no, then the vote on the proposal is lost. On the 29th day after the meeting, if 25% have not voted against the motion, then the motion becomes a resolution of the Owners Corporation.



# WHAT ARE OWNERS CORPORATION FEES?

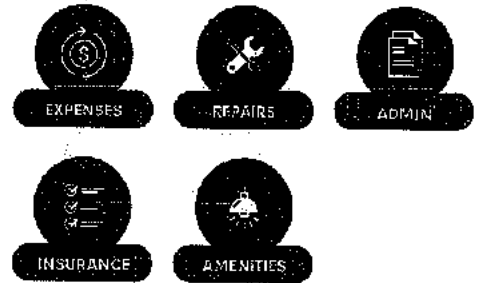
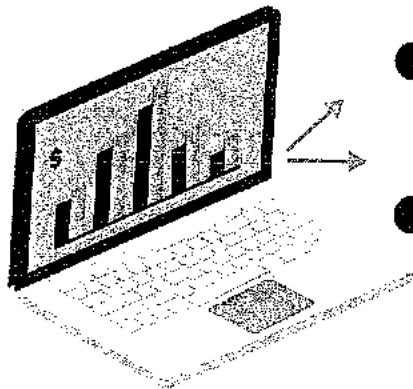
All members of the Owners Corporation share responsibility for contributing to the costs associated with the running of the Owners Corporation. The Owners Corporation Contributions (also known as OC fees) cover the cost of maintenance and legal requirements of an Owners Corporation.

## THE BUDGET

The budget lists the likely costs for each item that will require service and maintenance for Owners Corporation during the coming year.

Owners contribute towards these costs via their Owners Corporation Contributions (OC fees).

The Owners Corporation fees can change depending on the requirements of the budget.



The Owners Corporation fees paid by all owners, cover the costs as determined by the Owners Corporation Committee and OC Manager, who monitor actual costs and research and forecast likely future costs. This detailed budget is presented at the Annual General Meeting.

## OWNERS CORPORATION FEES

Invoices for payment of Owners Corporation fees are issued to the lot owner 28 days before the due date. Members have a responsibility to ensure their contributions are paid on time.

If you cannot make a payment on time, penalties and debt recovery fees will apply, pursuant to the Owners Corporation Act 2006 section 30, 31, 32. Should you pay your Owners Corporation fees after the prescribed due date, there is an approved **Debt Recovery Procedure** that will be enacted.

## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 13 March 2019 08:45 AM

**Address:** 3 SPECTRUM DRIVE MOUNT DUNEED 3217

**Lot and Plan Number:** Lot 1777 PS709524

**Standard Parcel Identifier (SPI):** 1777\PS709524

**Local Government (Council):** GREATER GEELONG **Council Property Number:** 360167

**Directory Reference:** Melway 479 D1

**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

### State Electorates

**Legislative Council:** WESTERN VICTORIA

**Legislative Assembly:** SOUTH BARWON

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Urban Water Corporation:** Barwon Water

**Melbourne Water:** outside drainage boundary

**Power Distributor:** POWERCOR (Information about [choosing an electricity retailer](#))

### Planning Zone Summary

**Planning Zone:** [URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 3 \(UGZ3\)](#)

**Planning Overlay:** [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4 \(DCPO4\)](#)

### Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning information continued on next page

Planning scheme data last updated on 7 March 2019.

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 [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

### Areas of Aboriginal Cultural Heritage Sensitivity

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

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

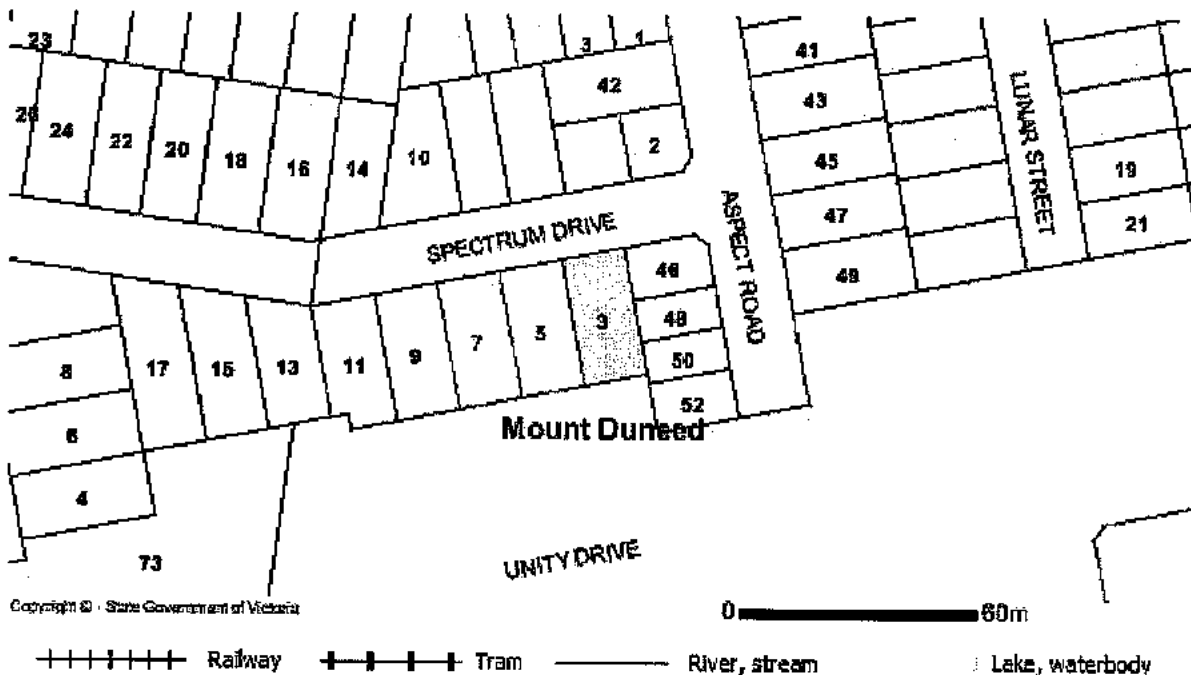
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

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

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

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

### Area Map



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**37.07**  
31/07/2018  
VC148

## **URBAN GROWTH ZONE**

Shown on the planning scheme map as **UGZ** with a number (if shown).

### **Purpose**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To manage the transition of non-urban land into urban land in accordance with a precinct structure plan.

To provide for a range of uses and the development of land generally in accordance with a precinct structure plan.

To contain urban use and development to areas identified for urban development in a precinct structure plan.

To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs.

To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land.

### **Application of provisions**

#### **Part A – No precinct structure plan applies**

The provisions of Clauses 37.07-1 to 37.07-8 apply if no precinct structure plan applies to the land.

#### **Part B – Precinct structure plan applies**

The provisions of Clauses 37.07-9 to 37.07-16 apply if a precinct structure plan applies to the land.

### **Precinct structure plan provisions**

A precinct structure plan applies to land when the precinct structure plan is incorporated in this scheme.

**37.07-1**  
28/10/2018  
VC152

## **Part A – Provisions For Land Where No Precinct Structure Plan Applies**

### **Table of uses**

#### **Section 1 – Permit not required**

<b>Use</b>	<b>Condition</b>
<b>Agriculture (other than Animal keeping, Animal production, Apiculture, Rice growing and Timber production)</b>	
<b>Bed and breakfast</b>	No more than 10 persons may be accommodated away from their normal place of residence.  At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
<b>Dependent person's unit</b>	Must be the only Dependent person's unit on the lot.  Must meet the requirements of Clause 37.07-2.
<b>Dwelling (other than Bed and breakfast)</b>	Must be the only dwelling on the lot.  The lot must be at least 40 hectares.

Use	Condition
	Must meet the requirements of Clause 37.07-2.
<b>Grazing animal production</b>	
<b>Home based business</b>	
<b>Informal outdoor recreation</b>	
<b>Poultry farm</b>	Must be no more than 100 poultry (not including emus or ostriches). Must be no more than 10 emus and ostriches.
<b>Primary produce sales</b>	Must not be within 100 metres of a dwelling in separate ownership. The area used for the display and sale of primary produce must not exceed 50 square metres.
<b>Railway</b>	
<b>Rural industry (other than Abattoir and Sawmill)</b>	Must not have a gross floor area more than 200 square metres. Must not be within 100 metres of a dwelling in separate ownership. Must not be a purpose shown with a Note 1 or Note 2 in the table to Clause 53.10. The land must be at least the following distances from land (not a road) which is in a residential zone or Rural Living Zone: <ul style="list-style-type: none"> <li>▪ The threshold distance, for a purpose listed in the table to Clause 53.10.</li> <li>▪ 30 metres, for a purpose not listed in the table to Clause 53.10.</li> </ul>
<b>Rural store</b>	Must be used in conjunction with Agriculture. Must be in a building, not a dwelling, and have a gross floor area of less than 100 square metres. Must be the only Rural store on the lot.
<b>Tramway</b>	
<b>Any use listed in Clause 62.01</b>	Must meet the requirements of Clause 62.01

## Section 2 – Permit required

Use	Condition
<b>Abattoir</b>	
<b>Animal boarding</b>	
<b>Animal keeping (other than Animal boarding)</b>	Must be no more than 5 animals.
<b>Animal production (other than Broiler farm, Grazing animal production and Intensive animal production)</b>	
<b>Broiler farm - If the Section 1 condition to Poultry farm is not met</b>	Must be no more than 10,000 chickens.
<b>Camping and caravan park</b>	

Use	Condition
Car park	Must be used in conjunction with another use in Section 1 or 2.
Cemetery	
Crematorium	
Dependent person's unit – If the Section 1 condition is not met	Must meet the requirements of Clause 37.07-2.
Display home	
Dwelling (other than Bed and breakfast) – if the Section 1 conditions are not met	Must be no more than 2 dwellings on the lot. Must meet the requirements of Clause 37.07-2.
Education centre	
Emergency services facility	
Freeway service centre	Must meet the requirements of Clause 53.05.
Industry (other than Rural Industry)	
Trade supplies	
Utility installation (other than Minor utility installation and Telecommunications facility)	
Veterinary centre	
Warehouse (other than Rural store)	
Winery	
Any other use not in Section 1 or 3	

### Section 3 - Prohibited

Use
Accommodation (other than Bed and breakfast, Camping and caravan park, Dependent person's unit, Dwelling, Group accommodation, Host farm and Residential hotel)
Amusement parlour
Brothel
Child care centre
Cinema based entertainment facility
Intensive animal production
Nightclub
Office (other than Medical centre and Real estate agency)
Renewable energy facility
Retail premises (other than Landscape gardening supplies, Manufacturing sales, Market, Primary produce sales, Restaurant and Trade supplies)

**Saleyard**

**Timber production**

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**37.07-2**

10/08/2008  
VC46

**Use of land for a dwelling**

A lot used for a dwelling must meet the following requirements:

- Access to the dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
- The dwelling must be connected to a reticulated sewerage system or if not available, the waste water must be treated and retained on-site in accordance with the State Environment Protection Policy (Waters of Victoria) under the *Environment Protection Act 1970*.
- The dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for fire fighting purposes.
- The dwelling must be connected to a reticulated electricity supply or have an alternative energy source.

These requirements also apply to a dependent person's unit.

**37.07-3**

18/04/2014  
VC111

**Subdivision**

A permit is required to subdivide land.

Each lot must be at least 40 hectares.

A permit may be granted to create smaller lots if any of the following apply:

- The subdivision is to create a lot for an existing dwelling. The subdivision must be a two lot subdivision.
- The subdivision is the re-subdivision of existing lots and the number of lots is not increased.
- The subdivision is by a public authority or utility service provider to create a lot for a utility installation.

**37.07-4**

21/08/2018  
VC150

**Buildings and works**

A permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of Clause 37.07-1. This does not apply to:
  - An alteration or extension to an existing dwelling provided the floor area of the alteration or extension is no more than 100 square metres.
  - An out-building associated with an existing dwelling provided the floor area of the out-building is not more than 100 square metres.
  - An alteration or extension to an existing building used for agriculture provided the floor area of the alteration or extension is no more than 200 square metres. The building must not be used to keep, board, breed or train animals.
- Earthworks which change the rate of flow or the discharge point of water across a property boundary.
- Earthworks which increase the discharge of saline water.
- A building which is within any of the following setbacks:

- 100 metres from a Road Zone Category 1 or land in a Public Acquisition Overlay to be acquired for a road, Category 1.
- 40 metres from a Road Zone Category 2 or land in a Public Acquisition Overlay to be acquired for a road, Category 2.
- 20 metres from any other road.
- 5 metres from any other boundary.
- 100 metres from a dwelling not in the same ownership.
- 100 metres from a waterway, wetlands or designated flood plain.
- Permanent or fixed feeding infrastructure for seasonal or supplementary feeding for grazing animal production constructed within 100 metres of:
  - A waterway, wetland or designated flood plain.
  - A dwelling not in the same ownership.
  - A residential zone or urban growth zone where a precinct structure plan applies.

### **37.07-5**

26/10/2018  
VC152

#### **Referral of applications**

An application of the kind listed below must be referred in accordance with section 55 of the Act to the referral authority specified in Clause 66.03.

- An application to use or develop land for any of the following:
  - Display home.
  - Education centre.
  - Hospital.
  - Industry.
  - Medical centre.
  - Place of worship.
  - Real estate agency.
  - Warehouse.
- An application to subdivide land to create a lot smaller than 40 hectares in area.

### **37.07-6**

26/10/2018  
VC152

#### **Environmental audit**

Before a pre-school centre or primary school commences on potentially contaminated land, or before the construction or carrying out of buildings and works in association with a pre-school centre or primary school commences on potentially contaminated land, either:

- A certificate of environmental audit must be issued for the land in accordance with Part IXD of the *Environment Protection Act 1970*, or
- An environmental auditor appointed under the *Environment Protection Act 1970* must make a statement in accordance with Part IXD of that Act that the environmental conditions of the land are suitable for the sensitive use.

In this clause, “potentially contaminated land” means land used or known to have been used for industry, mining, or the storage of chemicals, gas, wastes or liquid fuel (if not ancillary to another use of the land).



**37.07-7**

31/07/2018  
VC148

**Decision guidelines**

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The effect on the future urban development and use of the land, and adjacent or nearby land, having regard to:
  - Any relevant Growth Corridor Framework Plan.
  - Any precinct structure plan being prepared for the area.
  - Any comments or directions of the referral authority.
- Whether the proposal will prejudice the logical, efficient and orderly future urban development of the land, including the development of roads, public transport and other infrastructure.
- The capability of the land to accommodate the proposed use or development, including the disposal of effluent.
- How the use or development relates to sustainable land management.
- Whether the site is suitable for the use or development.
- The impact of the siting, design, height, bulk, colours and materials to be used on the natural environment, major roads, vistas and water features, future urban use of the land, and the measures to be undertaken to minimise any adverse impacts.
- The impact on the character and appearance of the area or features of architectural, historic or scientific significance or of natural scenic beauty or importance.
- The location and design of existing and proposed infrastructure including roads, public transport, walking and cycling networks, gas, water, drainage, telecommunications and sewerage facilities.
- Whether the use and development will require new or upgraded infrastructure, including traffic management measures.

**37.07-8**

31/07/2018  
VC148

**Signs**

Sign requirements are at Clause 52.05. The zone is in Category 3.

Despite the provisions of Clause 52.05-13, a permit may be granted, for a period of not more than 5 years, to display a sign that promotes the sale of land or dwellings.

**37.07-9**

29/05/2017  
VC133

**Part B – Provisions For Land Where A Precinct Structure Plan Applies**

**Use of land**

Any requirement in the Table of uses and any requirement specified in the schedule to this zone must be met.

A permit granted must be generally in accordance with the precinct structure plan applying to the land.

**Table of uses**

**Section 1 – Permit not required**

Use	Condition
<b>Any use in Section 1 of a zone applied by the schedule to this zone</b>	Must comply with any condition opposite the use in Section 1 of the applied zone.

Use	Condition
	Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.
<b>Any use specified in the schedule to this zone as a use for which a permit is not required</b>	Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.

### Section 2 – Permit required

Use	Condition
<b>Any use in Section 2 of a zone applied by the schedule to this zone</b>	Must comply with any condition opposite the use in Section 2 of the applied zone.  Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.
<b>Any use specified in the schedule to this zone as a use for which a permit is required</b>	Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.

**Any other use not in Section 1 or 3**

### Section 3 – Prohibited

Use
<b>Any use in Section 3 of a zone applied by the schedule to this zone</b>
<b>Any use specified in the schedule to this zone</b>

#### 37.07-10

23/09/2011  
VC77

#### Subdivision of land

A permit is required to subdivide land. Any requirement in the schedule to this zone or the precinct structure plan must be met.

A permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.
- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

#### 37.07-11

23/09/2011  
VC77

#### Buildings and works

If the schedule to this zone specifies:

- That the provisions of a zone apply to the development of land, the provisions of the zone apply to land in the circumstances specified in the schedule.
- Provisions relating to the development of land, those provisions apply to land in the circumstances specified in the schedule.

If the schedule to this zone specifies that a permit is required to construct a building or construct or carry out works, a permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.

- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

### **37.07-12**

10/06/2008  
VC48

#### **Application requirements**

An application to use or subdivide land, construct a building or construct or carry out works, must be accompanied by any information specified in the schedule to this zone.

### **37.07-13**

25/05/2017  
VC133

#### **Exemption from notice and review**

An application under any provision of this scheme which is generally in accordance with the precinct structure plan applying to the land is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act, unless the schedule to this zone specifies otherwise.

### **37.07-14**

31/07/2018  
VC148

#### **Decision guidelines**

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any relevant Growth Area Framework Plan.
- The precinct structure plan applying to the land, including the vision and objectives of the precinct structure plan.
- Any guidelines in the schedule to this zone.

### **37.07-15**

10/06/2008  
VC48

#### **Inconsistencies between specific and applied zone provisions**

If there is an inconsistency between the specific provisions specified in the schedule to this zone and the provisions of a zone applied by the schedule to this zone, the specific provisions prevail to the extent of any inconsistency.

### **37.07-16**

31/07/2018  
VC148

#### **Signs**

Sign requirements are at Clause 52.05. This zone is in the category specified in the schedule to this zone or, if no category is specified, Category 3.

07/08/2014  
C310

**SCHEDULE 3 TO THE URBAN GROWTH ZONE**

Shown on the planning scheme map as **UGZ3**.

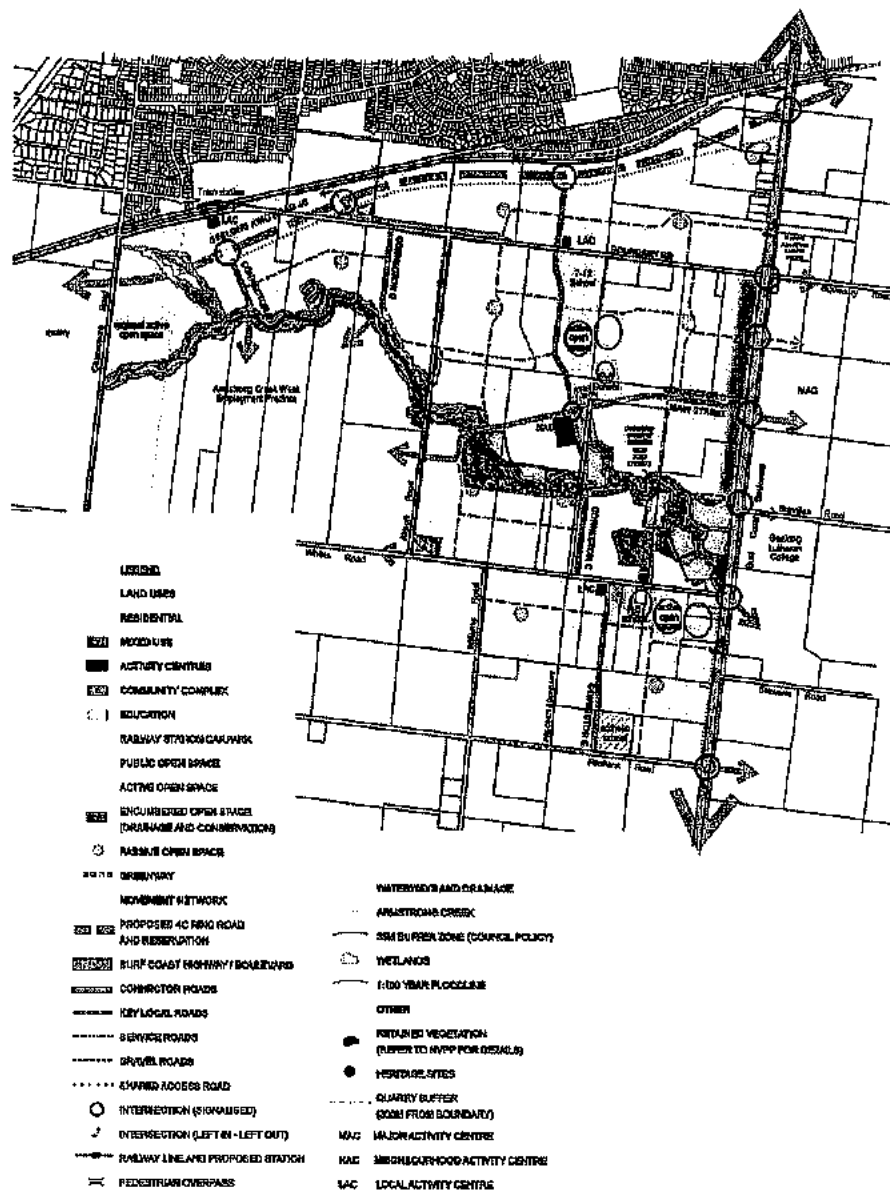
**Armstrong Creek West Precinct Structure Plan September 2012**

**1.0 The Plan**

07/03/2013  
C240

Map 1 shows the future urban structure outlined in the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012).

**Map 1 – Armstrong Creek West Precinct Structure Plan**



**2.0 Use and development**

07/08/2014  
C310

**2.1 The land**

07/03/2013  
C240

The provisions specified in this schedule only apply to land in the Armstrong Creek West Precinct (Map 1) that is zoned UGZ.

**2.2 Applied zone provisions**

07/08/2014  
C310

The provisions of the following zones in this scheme apply to the use and subdivision of land, construction of a building and construction and carrying out of works, by reference to Map 1 of this schedule.

**Table 1: Applied zone provisions**

Land shown on map 1 of this schedule	Applied zone provisions
Residential	Clause 32.08 - General Residential Zone (Schedule 1)
Mixed use	Clause 32.04 - Mixed Use Zone
Activity Centre - Neighbourhood Activity (NAC)	Clause 34.01 - Commercial 1 Zone
Activity Centre - Local Activity (LAC)	Clause 34.01 - Commercial 1 Zone
Community complex	Clause 32.04 - Mixed Use Zone
Education	Clause 32.01 - Commercial 1 Zone
Active open space	Clause 36.02 - Public Park and Recreation Zone
Passive open space	Clause 36.02 - Public Park and Recreation Zone
Encumbered open space (drainage and conservation)	Clause 36.02 - Public Park and Recreation Zone
Armstrong Creek watercourse and floodway	Clause 36.02 - Public Park and Recreation Zone
Wetlands	Clause 36.02 - Public Park and Recreation Zone

The precise boundary of the Commercial 1 Zone for local activity centres will be determined by the designation of land in a relevant plan of subdivision as a local centre to the satisfaction of the Responsible Authority.

The precise boundary of the Commercial 1 Zone for neighbourhood activity centres will be determined by the designation of land in a relevant plan of subdivision to the satisfaction of the Responsible Authority and as informed by the Urban Design Framework approved by the Responsible Authority.

The precise boundary of the Mixed Use Zone will be determined by the designation of land in a relevant plan of subdivision as a mixed use area to the satisfaction of the Responsible Authority and as informed by the Urban Design Framework approved by the Responsible Authority.

The precise boundary of the Public Park and Recreation Zone will be determined by the Landscape Masterplan, approved as a condition of permit for subdivision.

**2.3 Specific provisions – Use of land**

07/03/2013  
C240

The following provisions apply to the use of land.

**Table 2: Use**

Use	Condition
Display Home on land shown as residential or mixed use in Map 1 of this schedule	Despite any requirement under Clause 52.06, car parking must be provided to the satisfaction of the Responsible Authority.
Restaurant/Food and Drink Premises (Cafe) Real Estate Agency Office (temporary)	The land identified within the Mixed Use area as 'potential restaurant/café and/or 'temporary real estate office' on Plan 10 in the <i>Armstrong Creek West Precinct Structure Plan</i> (September 2012) may, subject to a permit, be used and developed for the purposes of restaurant, café and/or temporary real estate agency office.

**2.4**

07/03/2014  
C310

**Specific provisions - Buildings and works**

A permit is not required for the construction or carrying out of buildings and works associated with a display home on a lot over 300 square metres.

A permit is not required to construct or extend one dwelling on a lot with an area less than 300 square metres where a site is identified as a lot to be assessed against the Small Lot Housing Code via a restriction on title, and it complies with the Small Lot Housing Code.

**2.5**

07/03/2013  
C240

**Specific provisions - Resolution of doubt**

If any doubt arises as to whether a provision specified in this schedule applies to land, a permit may be granted for any use or development if the Responsible Authority is satisfied that the use or development is generally in accordance with the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012).

**2.6**

07/03/2013  
C240

**Specific provisions – Provision of reticulated recycled water**

All newly created lots and buildings must be connected to a reticulated recycled water supply system for toilet flushing and garden watering. Where a reticulated recycled water supply system is not available to the building, a building must be connected to a rain water tank with a minimum capacity of 2500 litres for toilet flushing and garden watering or an alternative grey water recycling system to the satisfaction of the Responsible Authority.

**3.0**

07/03/2013  
C240

**Application requirements**

An application for use, buildings and works, or subdivision must take into consideration the Phase 1 Report on Contamination and Geotechnical Opportunities and Constraints undertaken by Golder Associates (9 November 2010) for the *Armstrong Creek West Precinct*.

An application for use, buildings and works, or subdivision in areas identified in the Golder Associates report as specific areas requiring further assessment must be accompanied by an Environmental Assessment in areas proposed for a sensitive use (public open space, residential use, child care centre, pre-school centre or primary school), to the satisfaction of the Responsible Authority. If the Responsible Authority is satisfied that this requirement is not relevant to the assessment of the application, it may waive or reduce the requirement.

An Environmental Assessment must include assessment of the land by a suitably qualified environmental professional detailing the level and location of any contamination. This assessment is to be peer reviewed by a suitably qualified environmental professional approved by Council. If the Responsible Authority is satisfied that significant levels of contamination have been found:

- A certificate of environmental audit must be issued for the land in accordance with Part IXD of the *Environmental Protection Act 1970*, or
- An environmental auditor appointed under the *Environmental Protection Act 1970* must make a statement in accordance with Part IXD of the *Environmental Protection Act 1970* that the environmental condition of the land are suitable for the sensitive use.

### **Activity Centres**

A permit must not be granted to use or subdivide land, or to construct a building or construct and carry out works within land identified as the Armstrong Creek West Precinct Neighbourhood Activity Centre and land identified as the Armstrong Creek West Precinct Train Station Local Activity Centre in the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012), until an urban design framework has been prepared for these centres to the satisfaction of the Responsible Authority.

Unless the Responsible Authority agrees otherwise, the urban design framework must address all of the land in the Armstrong Creek West Precinct Neighbourhood Activity Centre and the Armstrong Creek West Precinct Train Station Local Activity Centre and must be generally in accordance with the incorporated *Armstrong Creek West Precinct Structure Plan* and must address and respond to Section 4.5 and Appendix 6 of the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012) and any other relevant part of the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012) as appropriate.

A permit may be granted for the use or subdivision of land, to construct a building or construct and carry out works prior to approval of an urban design framework for the Armstrong Creek West Precinct Neighbourhood Activity Centre and the Armstrong Creek West Precinct Train Station Local Activity Centre if, in the opinion of the Responsible Authority, the granting of the permit will assist in achieving the objectives, the relevant planning and design guidelines and provisions of Appendix 6 for the Neighbourhood Activity Centre set out in the incorporated Armstrong Creek West Precinct Structure Plan.

The urban design framework may be amended to the satisfaction of the Responsible Authority.

### **Mixed Use Area West of Surf Coast Highway**

A permit must not be granted to use or subdivide land, or to construct a building or construct and carry out works within the land identified as the mixed use area west of Surf Coast Highway in the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012) until an urban design framework for the mixed use area has been prepared to the satisfaction of the Responsible Authority.

The urban design framework for the mixed use area west of the Surf Coast Highway must be generally in accordance with the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012) and must address and respond to Section 4.5 of the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012) and any other relevant part of the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012) as appropriate.

A permit may be granted for the use or subdivision of land or to construct a building or construct and carry out works prior to approval of an urban design framework if, in the opinion of the Responsible Authority, the grant of the permit will assist in achieving the objectives and the planning and design guidelines for the mixed use area west of Surf Coast Highway set out in the incorporated precinct structure plan.

The urban design framework may be amended to the satisfaction of the Responsible Authority.

## Subdivision

### Site analysis

An application for subdivision must be accompanied by a site analysis and design response as detailed in Clause 56.01. The site analysis must address or provide the following to the satisfaction of the Responsible Authority:

- A summary of relevant background technical reports previously prepared for the *Armstrong Creek West Precinct*.
- A consolidated site analysis plan in digital and hard copy format that depicts all relevant site analysis information.

### Design response

The design response must address or provide the following to the satisfaction of the Responsible Authority:

- A written statement that explains how the subdivision meets the objectives and planning and design guidelines for the *Image and Character* and *Subdivision and Housing* elements of the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012).
- A Density Strategy which applies to the entire land holdings of an applicant and demonstrates that the proposed subdivision achieves the density targets set out in the *Armstrong Creek West Precinct Structure Plan*. The Density Strategy should include a table which identifies the net developable residential area, the number of lots proposed, the average lot size as well as the overall density achieved. The Density Strategy should also consider and respond to any already approved Density Strategies as part of other subdivisions within the *Armstrong Creek West Precinct Structure Plan* (September 2012) area.
- Integration with the existing or proposed subdivision of adjoining properties including through alignment and configuration of the street network and landscape character.
- The staging of the development.
- Where appropriate, the location of proposed planned community infrastructure, public open space areas and their recreation function.
- An assessment of the existing surface and subsurface drainage conditions on the site by a suitably qualified professional and the potential impacts on the proposed development, including any measures required to mitigate the impacts of springs on the development and the impact of the development on drainage.
- An assessment against the 'three step approach' (avoid, minimise and offset) pursuant to the Native Vegetation Management Framework for all vegetation identified as 'practical retention trees' in Appendix B of the *Armstrong Creek West Native Vegetation Precinct Plan*.

If the Responsible Authority is satisfied that an application requirement is not relevant to the assessment of an application, the Responsible Authority may waive any of the above requirements.

An application must be accompanied by a Precinct Infrastructure Plan which addresses the following:

- the provision, staging and timing of stormwater drainage works.
- what land may be affected or required for the provision of infrastructure works.
- the provision, staging and timing of road works internal and external to the land consistent with any relevant traffic report or assessment.
- the landscaping of any land.
- the provision of public open space and land for any community facilities.



- what, if any, infrastructure set out in the *Armstrong Creek West Development Contributions Plan* is sought to be provided as “works in lieu” subject to the consent of the collecting agency.
- any other matter relevant to the provision of public infrastructure required by the Responsible Authority.

#### **4.0 Notice of an application**

07/08/2014  
C310

Notice of any application for a permit affecting land identified by the *Armstrong Creek West Native Vegetation Precinct Plan* as an offset site must be given to the Department of Environment and Primary Industries pursuant to Section 52(1)(d) of the *Planning and Environment Act 1987*.

#### **5.0 Referral of an application**

07/08/2014  
C310

An application for the removal of vegetation identified as ‘retained vegetation’ in the *Armstrong Creek West Native Vegetation Precinct Plan* must be referred to the Department of Environment and Primary Industries pursuant to Section 55 of the *Planning and Environment Act*.

Any application relating to land that is shown to be subject to flooding in a 1 in 100 year event as detailed on Plan 19 (Flood boundary for existing conditions Q100) in the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012) must be referred to the relevant Catchment Management Authority.

#### **6.0 Conditions and requirements for permits**

07/08/2014  
C310

##### **General Requirements**

A planning permit must include a condition or conditions which ensure that any requirements or conditions set out in the *Armstrong Creek West Precinct Structure Plan* (September 2012) and the *Armstrong Creek West Native Vegetation Precinct Plan* are implemented as part of the planning permit or the plans endorsed under the planning permit.

##### **Requirements for Neighbourhood Activity Centre and Mixed Use Area along Surf Coast Highway**

The subdivision, development or use of the Neighbourhood Activity Centre or Mixed Use Area along Surf Coast Highway must be generally in accordance with the relevant Urban Design Framework approved by the Responsible Authority.

##### **Requirements for Implementation of Environmental Assessments**

If a statement by an environmental auditor is provided rather than a certificate of environmental audit, and the statement indicates that the environmental conditions of the relevant land are suitable for a sensitive use subject to conditions, those conditions must be inserted as conditions of permit and must be implemented to the satisfaction of the Responsible Authority.

##### **Conditions for subdivision permits that allow for the creation of a lot of less than 300 square metres**

Any permit for subdivision that allows the creation of a lot less than 300 square metres must contain the following conditions:

- Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the Responsible Authority, which identifies the lots that will include a restriction which reads "The construction or extension of a dwelling on lots identified on this plan must be assessed for compliance against the Small Lot Housing Code". This restriction must also be shown on the plan of subdivision submitted for certification to the satisfaction of the Responsible Authority.

**6.1**

07/03/2013  
C240

**Conditions for subdivision or building and works permits where land is required for community facilities, public open space, road widening and drainage**

**Public open space and community facilities**

Land identified as public open space or community facilities in the incorporated *Armstrong Creek West Precinct Structure Plan* and specified on Plan 3 - Urban Structure Plan and in Table 1 -Land Use Budget in the incorporated *Armstrong Creek West Development Contributions Plan* must be transferred to or vested in Council at no cost to Council unless funded by the Development Contributions Plan.

Public open space must be provided in accordance with Plan 6 Public Open Space in the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012), prior to the issue of a Statement of Compliance for the relevant stage (or as otherwise agreed with the Responsible Authority). These contributions are subject to an equalisation for unencumbered open space.

Any public open space provided at the applicants request and approved by the Responsible Authority, in addition to that reflected in Plan 3 - Urban Structure Plan and Appendix 1 - Detailed Land Use Budget by Property in the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012), must be transferred to or vested in Council at no cost to Council and is not subject to compensation or equalisation.

**Road widening**

Apart from land affected by a Public Acquisition Overlay, land required for road widening including right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road must transferred to or vested in Council or VicRoads at no cost to the acquiring agency unless funded by the *Armstrong Creek West Development Contributions Plan*.

**Drainage**

Individual stages of development must demonstrate compliance with the staged delivery of ultimate drainage infrastructure in accordance with Plan 19 of the incorporated *Armstrong Creek West Precinct Structure Plan* (September 2012).

**7.0**

07/03/2013  
C240

**Advertising signs**

The advertising category is the category which is applicable for the relevant applied zone.

Despite the provisions of Clause 52.05, a permit may be granted to display an advertising sign that promotes the sale of land or dwellings, whether or not the advertising sign is located on the land for sale.

**Education promotion signs**

Despite the provisions of Clause 52.05, a permit may be granted, for a period of no more than 5 years, to display an advertising sign that promotes an education centre on land identified as education on Map 1 to this Schedule.

**8.0**

07/08/2014  
C310

**Decision guidelines**

Before deciding on an application to subdivide, use and/or develop land the Responsible Authority must consider, as appropriate:

- Whether the application is generally in accordance with the *Armstrong Creek Urban Growth Plan Framework*, City of Greater Geelong, November 2008 , Updated September 2012.
- Whether the application is generally in accordance with the incorporated *Armstrong Creek West Precinct Structure Plan*, September 2012 including any approved Urban Design Frameworks.
- Whether the application is generally in accordance with the incorporated *Armstrong Creek West Native Vegetation Precinct Plan*, November 2012.
- Whether the application is generally in accordance with the incorporated *Armstrong Creek West Development Contributions Plan*, February 2013.

**9.0**

07/08/2014  
C310

**References**

*Armstrong Creek West Precinct Phase 1 Assessment Report on Contamination and Geotechnical Opportunities and Constraints, 9 November 2010*

**45.06**  
31/07/2018  
VC148

## **DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY**

Shown on the planning scheme map as **DCPO** with a number.

### **Purpose**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

**45.06-1**  
19/01/2006  
VC37

### **Development contributions plan**

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions or requirements set out in the relevant schedule to this overlay.

**45.06-2**  
19/01/2006  
VC37

### **Preparation of a development contributions plan**

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.

07/03/2013  
C240

**SCHEDULE 4 TO THE DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY**

Shown on the planning scheme map as DCPO4.

**ARMSTRONG CREEK WEST PRECINCT DEVELOPMENT CONTRIBUTIONS PLAN**

**1.0 Area covered by this development contributions plan**

07/03/2013  
C240

This Development Contributions Plan (DCP) applies to the Armstrong Creek West Precinct. This area is shown as DCPO4 in the Greater Geelong Planning Scheme maps.

**2.0 Summary of costs**

07/03/2013  
C240

Item	Total cost \$	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %	Time of provision
Land Acquisition	\$ 5,500,000	\$ 5,500,000	100%	Refer to DCP
Roads and intersections	\$ 22,885,676	\$ 10,935,829	48%	Refer to DCP
Trails	\$ 2,122,445	\$ 2,122,445	100%	Refer to DCP
Drainage	\$ 29,416,997	\$ 26,978,868	92%	Refer to DCP
Open Space	\$ 25,467,657	\$ 22,432,502	88%	Refer to DCP
Community – DIL	\$ 16,668,037	\$ 16,668,037	100%	Refer to DCP
Community - CIL	\$ 6,990,419	\$ 6,990,419	100%	Refer to DCP
Strategic Planning and DCP	\$ 1,700,000	\$ 1,700,000	100%	Refer to DCP
<b>TOTAL</b>	<b>\$ 110,751,231</b>	<b>\$ 93,328,099</b>	<b>84%</b>	

*Note: Contributions are listed in July 2011 values. Under the DCP the contributions are to be adjusted following annual indexation. These figures exclude GST.*

**3.0 Demand Units**

07/03/2013  
C240

The Development Contributions Plan apportions cost based on demand units. In this DCP one demand unit is equal to one hectare of net developable land within the Armstrong Creek West Precinct.

Land use	Hectares	% of total
Total Precinct Area	552.96	100%
Land for Non Developable Uses	133.01	24.1%
Land for Open Space and Community Facilities	51.10	9.2%
<b>Net Developable Area</b>	<b>368.85</b>	<b>66.7%</b>
Residential Development	366.68	66.3%

Land use	Hectares	% of total
Activity Centre Development	2.17	0.4%

**4.0**

07/03/2013  
C240

**Summary of contributions**

Category	Levies payable by the development			
	Development Infrastructure		Community Infrastructure*	
	Residential	Non-residential	Residential	Non-residential
	Per Net Developable Hectare		Per Dwelling	
Land Acquisition	\$ 14,924.42	\$ 12,674.49	\$ 0	n/a
Roads and intersections	\$ 29,648.36	\$ 29,648.36	\$ 0	n/a
Trails	\$ 5,788.31	\$ 0	\$ 0	n/a
Drainage	\$ 73,142.98	\$ 73,142.98	\$ 0	n/a
Open Space	\$ 61,177.64	\$ 0	\$ 0	n/a
Community	\$ 45,456.87	\$ 0	\$ 1,226.53*	n/a
Structure Planning and DCP Preparation	\$ 4,608.91	\$ 4,545.09	\$ 0	n/a
<b>TOTAL</b>	<b>\$ 234,747.47</b>	<b>\$ 120,074.73</b>	<b>\$ 1,226.53*</b>	<b>\$ 0</b>

*Note: Contributions are listed in July 2011 values. Under the DCP the contributions are to be adjusted following annual indexation. These figures exclude GST.*

*\*Capped at a maximum contribution of \$900 per dwelling*

The Development Contribution for each demand unit must be adjusted as follows:

- In relation to the costs associated with all infrastructure items other than land, the cost must be adjusted and the contribution amounts recalculated according to the following method:
  - The capital costs of each infrastructure item must be adjusted by reference to the Producer Price Indexes Australia, General construction (41) Victoria (Tables 15 & 16. Output of the general construction industry, Series 6427.0), published by the Australian Bureau of Statistics.
  - The revised infrastructure costs and the adjustment of the contributions must be calculated as at 1 July in each year.
- In relation to the cost of land required under the DCP, the land value must be adjusted by adopting a revised land value for each parcel of land to be acquired based on the same valuation principles used for the original valuations.
- The revised land value and the adjustment of the contributions must be calculated as of 1 July in each year.
- Within 14 days of the adjustments being made, the Responsible Authority must publish a notice of the amended contributions in a newspaper circulating in the municipality.

**5.0**

07/03/2013  
C240

**Land or development excluded from development contributions plan**

The Development Contributions Plan applies to all land in the Armstrong Creek West Precinct for a period of 20 years.

GREATER GEELONG PLANNING SCHEME

*Note: This schedule sets out a summary of the costs and contributions prescribed in the development contributions plan. Refer to the incorporated development contributions plan for full details*