

Contract of Sale of Land

Private (non-Auction) Sale

+

Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

Property address: 8/14 Sandpiper Place, Frankston, Victoria 3199

Vendor: Leanne Julie Toogood and Carolyn Gaye Jones

Purchaser:

Prepared by
Allied Conveyancing Services Pty Ltd
467 Nepean Highway
FRANKSTON VIC 3199
T. (03) 9783-6299

308 Stephenson's Road
MOUNT WAVERLEY VIC 3149
T. (03) 9807-1444

E: info@alliedgroupservices.com.au
Ref: JT:20-1122

Contract of Sale of Land

Property address: 8/14 Sandpiper Place, Frankston, Victoria 3199

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

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

Exceptions

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

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

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

Off-the-plan sales

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

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

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

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

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

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

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

The parties may sign by electronic signature.

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

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

SIGNED BY THE PURCHASER(S)

On / / 20

X _____ X _____ X _____

Print name of person signing

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

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

SIGNED BY THE VENDOR(S)

On / / 20

X _____ X _____ X _____

Print name of person signing

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

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

Particulars of Sale

VENDOR'S AGENT

Name	Obrien Real Estate	Phone	9781 6666	Mobile	
Address	474 Nepean Highway, Frankston, VIC 3199	Email	frankston@obrienrealestate.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Leanne Julie Toogood and Carolyn Gaye Jones	Name	Allied Conveyancing Services Pty Ltd		
		Address	467 Nepean Highway, FRANKSTON VIC 3199		
Address	21 Mac Crescent, Parkdale, VIC 3195	Contact	Karen Nettleton		
		Email	info@alliedgroupservices.com.au		
ACN/ABN		Phone	03 9783 6299	Fax	03 9781 1143

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

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

LAND General conditions 3 and 9

☒ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 10371	Folio 693	8	409045Y
Volume	Folio		

OR

☐

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

8/14 Sandpiper Place, Frankston 3199

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

Goods sold with land are:

☐ Listed in attached schedule.

OR

☒ Listed as follows:

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

PAYMENT

General condition 11

Price: \$

Plus GST: \$ Nil

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

Total price: \$

Payable by purchaser

Deposit: \$

By / / 2020 of which \$ has been paid

Balance: \$

Payable at settlement

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

GST

General condition 13

☒ No, because:

☐ Yes

☒ Input taxed sale of eligible residential premises

☐ Purchaser entitled to input tax credit

☐ Not in the course or furtherance of an enterprise

☐ Purchaser NOT entitled to input tax credit

☐ Going concern

☐ Mixed Supply

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

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

☐ Margin Scheme applies

GST withholding

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

Notice required to be given by
vendor

☒ Yes ☐ No

Withholding required by purchaser

☐ Yes ☒ No

No withholding for residential premises because:

☒ the premises are not new

☐ the premises were created by substantial
renovation

☐ the premises are commercial residential
premises

No withholding for potential residential land because:

☐ the land includes a building used for commercial
purposes

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

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

General condition 10

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

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

General conditions 1(a)(iii) and 22

OR

- Add special conditions.**

☐ Yes ☒ No

General condition 14(a)-(c)

Lender:

Loan amount: \$ (not more than)

General condition 14(d)-(f)

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

☐ Yes ☐ No

2.

DEED OF GUARANTEE OF CONTRACT

(WHERE THE PURCHASER IS A CORPORATE ENTITY)

THIS DEED dated day of 20

BETWEEN **Leanne Julie Toogood and Carolyn Gaye Jones of 21 Mac Crescent, Parkdale, Victoria (Vendor)**

AND :
 of
 (Purchaser)

AND :
 of
 (Guarantor)

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

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

SIGNED: **Leanne Julie Toogood and Carolyn Gaye Jones of 21 Mac Crescent, Parkdale, Victoria (Vendor)**
 }
 }
 }

Witnessed:)
)
)

Witness name:

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AND      :
          of
          (Purchaser)
        )
      )
    )
  )

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Witnessed:)
)
)

Witness name:

AND :
of
(Guarantor)
)
)
)

Witnessed:)
)
)

Witness name:

General Conditions

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

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1. Encumbrances

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

2. Vendor Warranties

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

3. Identity of the Land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Electronic Settlement

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

8. Builder Warranty Insurance

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

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the Sunset Date specified in the Particulars of Sale:
 - (i) The Purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this Contract by notice in writing;
 - (ii) The Vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this Contract after obtaining the written consent of the Purchaser to the rescission after giving the Purchaser at least 28 days written notice before the proposed rescission, pursuant to s.10B(3) of the *Sale of Land Act 1962*;
 - (iii) Pursuant to s.10F(1) of the *Sale of Land Act 1962*, the Vendor gives the Purchaser notice that:
 - (A) The Vendor is required to give notice of a proposed rescission of the Contract under the Sunset Clause; and
The Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent; and
 - (B) The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the Contract; and
 - (C) The Supreme Court may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in the circumstances.
- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan is not registered by the Sunset Date specified in the particulars of sale, either party may at any time thereafter, but prior to the plan being registered, rescind this Contract by notice in writing.
- (c) If this Contract includes the construction of any building on the land, the Purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.

10. Settlement

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

11. Payment

- (a) The Purchaser must pay the deposit:
 - (i) To the Vendor's licensed Estate Agent; or
 - (ii) If there is no Estate Agent:
 - (A) To the Vendor's legal representative; or
 - (B) If the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the joint names of the Vendor and the Purchaser.

- (b) The Purchaser may, strictly subject to the Vendor's consent, pay the deposit by way of Deposit Bond or Bank Guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the purchase price; and
 - (ii) Must be paid to the Vendor's Estate Agent, Legal Practitioner or Conveyancer and held on trust for the Purchaser until the registration of the plan of subdivision.
- (d) The Purchaser must pay all money other than the deposit:
 - (i) To the Vendor, or the Vendor's Legal Practitioner or Conveyancer; or
 - (ii) In accordance with the written direction of the Vendor or the Vendor's Legal Practitioner or Conveyancer.
- (e) Payments may be made or tendered:
 - (i) By cheque drawn on an authorised deposit taking institution if settlement is not conducted electronically; or
 - (ii) By electronically transferring the payment in the form of cleared funds if settlement is conducted electronically. The Vendor must be satisfied the electronic transfer has taken place and been completed.

12. Stakeholding

- (a) The deposit must not be released until General Condition 14 and any Special Condition benefiting the Purchaser have been satisfied.
- (b) Any objection to the Vendor's Title must be made within 28 of the day of sale.
- (c) If the Vendor gives notice there is no mortgage or caveat, other than a Purchaser's caveat, affecting the land, the stakeholder is authorised to transfer the deposit to the Vendor 28 days after the day of sale provided that:
 - (i) General Condition 12(a) has been satisfied; and
 - (ii) The Purchaser has not made a valid objection to Title.
- (d) The Purchaser agrees it is acceptable for such notice to be provided by the Vendor's supply of a Register Search Statement (Title Search) within the Vendor Statement which forms part of the Contract for the sale of the property.
- (e) If there is a mortgage or caveat, other than a Purchaser's caveat, affecting the land, the stakeholder is authorised to transfer the deposit to the Vendor provided that:
 - (i) General Condition 12(a) has been satisfied; and
 - (ii) The Purchaser has not made a valid objection to Title; and
 - (iii) The Vendor has provided to the Purchaser, reasonable evidence the total amount of secured debts does not exceed 80% of the sale price; and
 - (iv) 28 days have elapsed since service of the Deposit Statement to Purchaser (s.27).

13. Goods and Services Tax

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the Vendor.
- (b) Except when the Margin Scheme applies, the Vendor must on or before settlement provide the Purchaser with a Tax Invoice for any GST included in the price.
- (c) This clause applies if 'going concern' is specified in the Particulars of Sale.
 - (i) The Purchaser warrants that it is registered for GST.
 - (ii) The parties agree the Vendor's supply of the property under this Contract is the supply of a going concern under s.38.325 *Goods and Services Tax Act 1999* and the supply is GST for the purposes of that Act.
 - (iii) The Vendor must continue to carry on the enterprise until settlement.
 - (iv) If the Vendor is served with a demand, assessment or any correspondence from the Australian Taxation Office indicating the supply under this Contract is not the supply of a going concern, then upon being served a copy of the demand and a Tax Invoice, the Purchaser shall pay the amount of GST to the Vendor.

- (d) This clause applies if 'farm land used for farming business or sale of subdivided farm land to an associate' is specified in the Particulars of Sale.
 - (i) The Vendor warrants the property is land on which a farming business has been carried on for a period of at least 5 years preceding the date of supply.
 - (ii) The Purchaser warrants the Purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the Vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating the supply under this Contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice, the Purchaser shall pay the amount of GST to the Vendor.
- (e) This clause applies if 'mixed supply' is specified in the Particulars of Sale.
 - (i) GST is included in the price.
 - (ii) The parties agree the property comprises two components, namely a commercial building and a residential building.
 - (iii) GST is payable by the Vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree with the value of the commercial and residential components, failing which the Vendor must deliver to the Purchaser before settlement, a copy of a valuation by a registered valuer showing the apportionment of values. The cost of providing the valuation is to be shared equally between the Vendor and Purchaser.
- (f) GST Withholding – Residential premises or potential residential land
The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:
 - (i) Vendor's notice
 - (A) If the Particulars of Sale indicates that no GST Withholding under sub-division 14-E *Taxation Administration Act 1953* is payable, the Vendor hereby gives notice under s.14-255 that the Purchaser is not required to make a GST Withholding payment under s. 14-250 for the reason indicated in the Particulars of Sale; otherwise:
 - (B) The Vendor shall give the Purchaser notice of the GST Withholding amount and particulars required by s. 14-255 at least 14 days prior to settlement.
 - (ii) Amount to be withheld by the Purchaser
 - (A) Where the Margin Scheme applies, 7% of the purchase price; otherwise:
 - (B) 1/11th of the consideration inclusive of GST.
 - (iii) The Purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
 - (iv) The Purchaser is to remit the amount withheld to the Australian Taxation Office immediately upon settlement.
 - (v) Vendor to indemnify Purchaser
 - (A) In the event the Purchaser is required to pay the Australian Taxation Office an amount greater than the withheld amount at settlement, the Vendor indemnifies the Purchaser for such additional amount.

14. Loan, Building Report or Pest Report

- (a) If the Particulars of Sale specify this Contract is subject to a loan being approved, this Contract is subject to the lender approving the loan on the security of the property within 14 days of the day of sale if not otherwise specified within the Particulars of Sale (the approval date).
- (b) The Vendor may end the Contract after the approval date and before being advised the loan has been approved by giving the Purchaser 2 clear business days notice of its intention to end the Contract unless the Purchaser advises the Vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the Purchaser no longer relies upon this condition.

- (c) The Purchaser may end the Contract if the loan is not approved by the approval date, but only if the Purchaser:
 - (i) Immediately applied for the loan; and
 - (ii) Did everything reasonably required to obtain loan approval; and
 - (iii) Provides written proof from the intended lender that the loan was not approved; and
 - (iv) Serves written notice ending the Contract on the Vendor within 2 clear business days after the approval date; and
 - (v) Is not in default under any condition of this Contract (including payment of the deposit) when the notice is given.
- (d) If the Particulars of Sale specify this Contract is subject to a Building Report or Pest Report being obtained, this Contract is subject to the Purchaser obtaining the report(s) satisfactory to the Purchaser in relation to the property with 10 days of the day of sale if not otherwise specified within the Particulars of Sale, or any later date agreed to by the Vendor.
- (e) The Purchaser may end the Contract if the satisfactory report is not obtained by the due date, but only if the Purchaser:
 - (i) Immediately requested the report; and
 - (ii) Provides the Vendor with a copy of the report; and
 - (iii) Serves written notice ending the Contract on the Vendor by the due date; and
 - (iv) Is not in default under any other condition of this Contract (including payment of the deposit) when the notice is given; and
 - (v) The Building Report specifies a major structural defect, or the Pest Report reveals a current termite infestation, either of which materially prejudices the Purchaser, acting reasonably, would not have entered into the Contract if the defect or infestation had been disclosed.
- (f) All deposit money must be immediately refunded to the Purchaser if this Contract is ended in accordance with the general condition.

15. Adjustments

- (a) All periodic outgoings payable by the Vendor including any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) The Vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of sale; and
 - (ii) The land is treated as the only land of which the Vendor is the owner (as defined in the *Land Tax Act 2005*); and
 - (iii) The Vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) The Purchaser is responsible for the preparation of the Statement of Adjustments.
- (d) The Purchaser must provide copies of all certificates and other information used to calculate the adjustments.
- (e) If the Purchaser takes possession of the property prior to settlement pursuant to a Licence Agreement, then adjustments will be calculated from the date of possession.
- (f) If requested by the Vendor, the Purchaser will irrevocably authorise the Vendor to issue legal proceedings in the name of the Purchaser against any Tenant for any amount due by the Tenant to the Vendor pursuant to the lease as at the day of settlement. The Vendor will indemnify the Purchaser in respect to such proceedings.
- (g) If the price is \$750,000 or more, the Purchaser is entitled to deduct 12.5% of the sale price at settlement unless the Vendor provides the Purchaser with a Clearance Certificate issued pursuant to 14-235(2) in Schedule 1 *Taxation Administration Act 1953* (Cth) at least 5 days before settlement.

- (h) The Purchaser must pay any amount deducted pursuant to General Condition 15(g) to the Commissioner pursuant to 14-200 in Schedule 1 *Taxation Administration Act 1953* (Cth) at or immediately following settlement.
- (i) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on their income.

16. Time

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

17. Service

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Lease

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

23. Loss or damage before settlement

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

24. Abandoned Goods

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

25. Default

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

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

26. Interest

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

27. Default Notice

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

28. Rescission

- (a) If the Contract is ended by rescission notice given by the Purchaser:
 - (i) The Purchaser must be repaid any money paid under the Contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The Purchaser may also seek recovery of any loss otherwise recoverable at law.
- (b) If the Contract is ended by rescission notice given by the Vendor:
 - (i) The deposit of 10% is forfeited to the Vendor as the Vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The Vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the Vendor may within 1 year of the Contract ending, either:
 - (A) Retain the property and sue for damages for breach of Contract, or
 - (B) Resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (iv) The Vendor may retain any part of the price paid until the Vendor's damages have been determined or quantified and may apply that money towards those damages; and
 - (v) Any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

29. Representation and Warranty as to Building

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

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

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

Vendor Statement

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

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

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

**SUBJECT
PROPERTY:**

8/14 Sandpiper Place, Frankston 3199

Vendor's name

Leanne Julie Toogood

Date

/ /

**Vendor's
signature**

Vendor's name

Carolyn Gaye Jones

Date

/ /

**Vendor's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

NOTICE TO PURCHASER

IN CASE OF DEFAULT:

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

- a. All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- b. Interest payable by the Vendor under any existing mortgage over the property;
- c. Accommodation expenses necessarily incurred by the Vendor;
- d. Costs and expenses as between the Vendor's Conveyancer and the Vendor;
- e. Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- f. A fee for rescheduling settlement from the due date and agreed time to such alternative date and time thereafter, set at \$165.00 on each occasion of change.

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

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them.

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

Sellers or estate agents must:

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

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

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

Urban living

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

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

Buying into an owners corporation

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

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

Growth areas

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

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

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

Flood and fire risk

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

For information about fire risk, visit:

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

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

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

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

Catchment management authority websites:

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

Rural properties

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

Earth resource activity, such as mining

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

For more information, visit the:

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

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

Soil and groundwater contamination

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

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

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

Land boundaries

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

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

Planning controls affecting how the property is used, or the buildings on it

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

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

Proposed or granted planning permits

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

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

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

Safety

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

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

Building permits

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

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

Aboriginal cultural heritage and building plans

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

Insurance cover for recent building or renovation works

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

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

Connections for water, sewerage, electricity, gas, telephone and internet

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

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

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

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

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

Buyers' rights

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

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

Professional associations and bodies that may be helpful:

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

1. FINANCIAL MATTERS

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

The total of all outgoings does not exceed \$4,300.00 p.a.

(a) Their amounts are:

	Authority	Amount	Interest (if any)
(1)	Frankston City Council	(1) \$450.00	(1)
(2)	South East Water	(2) \$800.00	(2)
(3)	Owners Corporation Fees	(3) \$2,473.96	(3)

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Bullder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

The required specified information is as follows:

Name of planning scheme

Frankston

Name of responsible authority

Frankston City Council

Zoning of the land

General Residential Zone (R1z) + Schedule 1 (R1z)

Name of planning overlay

None

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

ATTACHMENTS

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

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

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

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

VOLUME 10371 FOLIO 693

Security no : 124086277760E
Produced 28/10/2020 10:33 AM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 409045Y.
PARENT TITLE Volume 10049 Folio 938
Created by instrument PS409045Y 05/03/1998

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
CAROLYN GAYE JONES of UNIT 12/ 138 BEACH ROAD PARKDALE VIC 3195
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
LEANNE JULIE TOOGOOD of 426A BEACH ROAD BEAUMARIS VIC 3193
AEP92990Y 28/05/2007

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS409045Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 8 14 SANDPIPER PLACE FRANKSTON VIC 3199

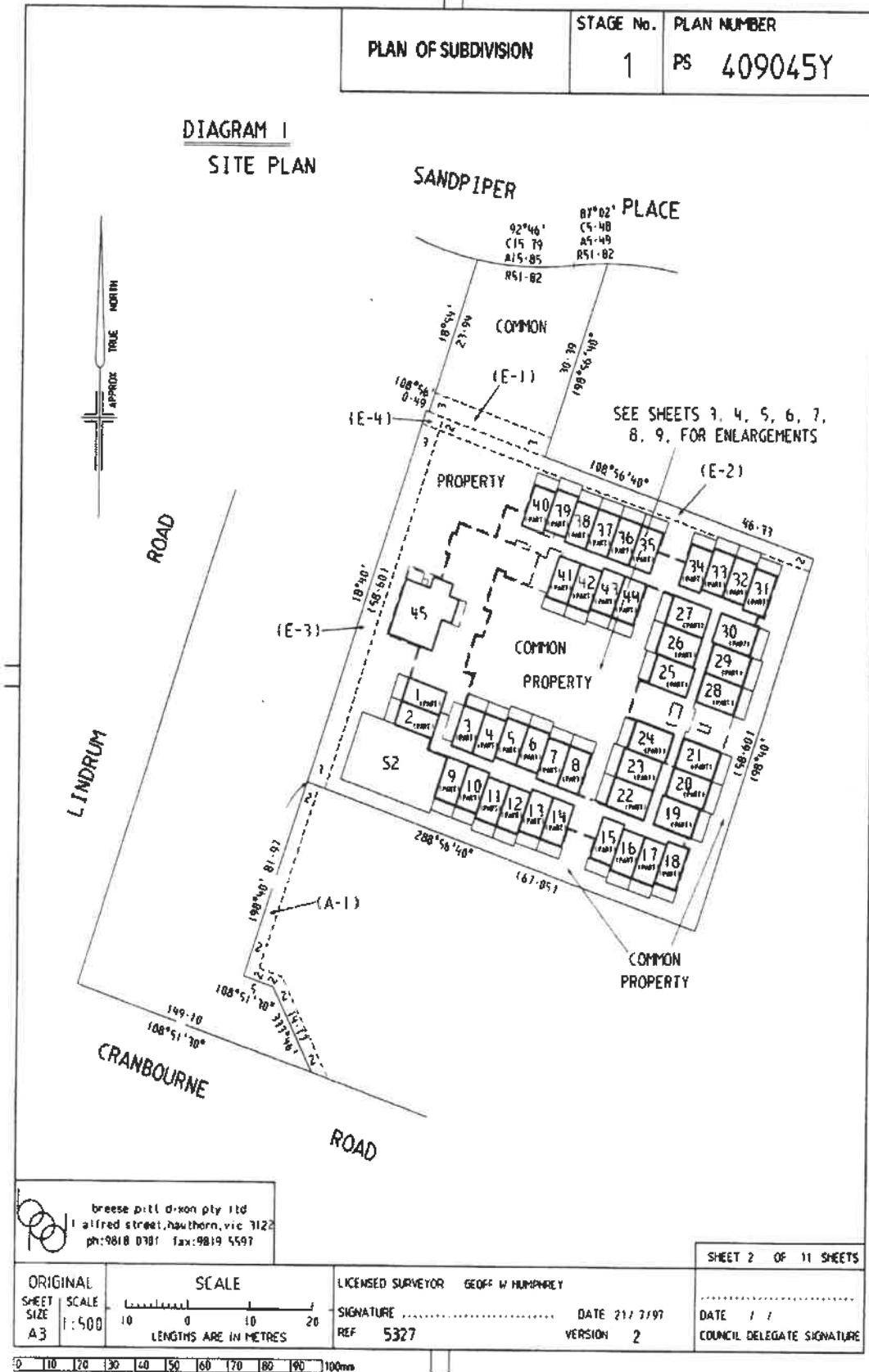
OWNERS CORPORATIONS

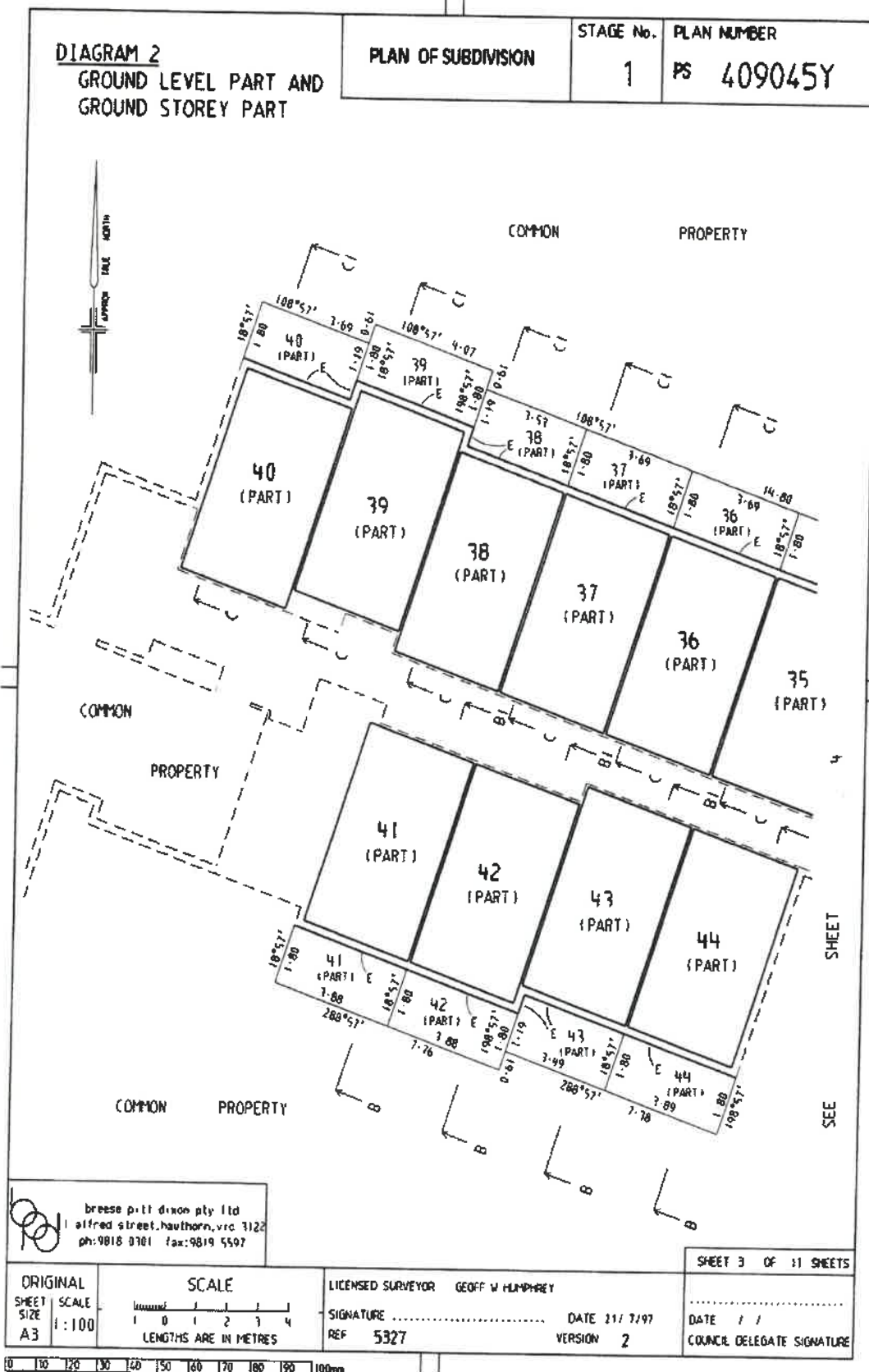
The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS409045Y

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

PLAN OF SUBDIVISION		STAGE No. 1	LTO USE ONLY EDITION 2	PLAN NUMBER PS 409045Y
LOCATION OF LAND PARISH: FRANKSTON TOWNSHIP: ----- SECTION: 6 (PART) CROWN ALLOTMENT: 3 (PART) CROWN PORTION: ----- LTO BASE RECORD: CHART 36A FRANKSTON TITLE REFERENCES VOL 10049FOL 938 LAST PLAN REFERENCE: LOT 1 PS 304456L POSTAL ADDRESS: 14 SANDPIPER PLACE, (AT THE OF SUBDIVISION) FRANKSTON, 3199 AMG CO-ORDINATES: E 338 250 (OF APPROX. CENTRE OF PLANT N 5 775 620 ZONE: 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: FRANKSTON CITY COUNCIL REF: 9-967 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. ~~THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.~~ ~~DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6: / /~~ 3. ~~THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.~~ OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS /-HAS-NOT- BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. ~~THE REQUIREMENT IS TO BE SATISFIED IN STAGE~~ COUNCIL DELEGATE ~~COUNCIL SEAL~~ DATE 18/12/97 RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / /		
VESTING OF ROADS OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY		STAGING THIS IS A STAGED SUBDIVISION PLANNING PERMIT No.		
THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 TO 45 (BOTH INCLUSIVE) AND 52 BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: NIL EXTERIOR FACE: BOUNDARIES MARKED E INTERIOR FACE: ALL OTHER BOUNDARIES (OF WALLS, FLOORS, CEILINGS AND WINDOWS)		LOTS 1 TO 44 (BOTH INCLUSIVE) CONSIST OF 2 PARTS SURVEY THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(6). IN PROCLAIMED SURVEY AREA No.		
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)		LTO USE ONLY		
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND AND LOTS IN THIS PLAN		STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT		
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
(E-1)	DRAINAGE AND SEWERAGE	3	LP 129494 PS 304456L	LOTS ON LP 129494 MORNINGTON PENINSULA AND DISTRICT WATER BOARD CITY OF FRANKSTON LAND IN PS 304456L MORNINGTON PENINSULA AND DISTRICT WATER BOARD CITY OF FRANKSTON LAND IN PS 304456L MORNINGTON PENINSULA AND DISTRICT WATER BOARD
(E-2)	DRAINAGE	2	C/E F538254	
(E-3)	DRAINAGE AND SEWERAGE	3	PS 304456L PS 304456L	
(E-4)	DRAINAGE DRAINAGE AND SEWERAGE	SEE PLAN SEE PLAN SEE PLAN	C/E F538254 PS 304456L PS 304456L	LOTS ON THIS PLAN
(A-D)	CARRIAGEWAY	2	C/E U 666418 E	
 breese p. j. dixon pty ltd 1 allred street, hawthorn, vic 3122 ph: 9818 0701 fax: 9819 5597		LICENSED SURVEYOR GEOFF W HUMPHREY SIGNATURE DATE 21 / 7 / 97 REF 5327 VERSION 2		RECEIVED ☒ DATE 4 / 3 / 98 LTO USE ONLY PLAN REGISTERED TIME 5:05 PM DATE 5/7/98  ASSISTANT REGISTRAR OF TITLES SHEET 1 OF 11 SHEETS DATE 18/12/97 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
CHECKED G COX		DATE 21-7-97		





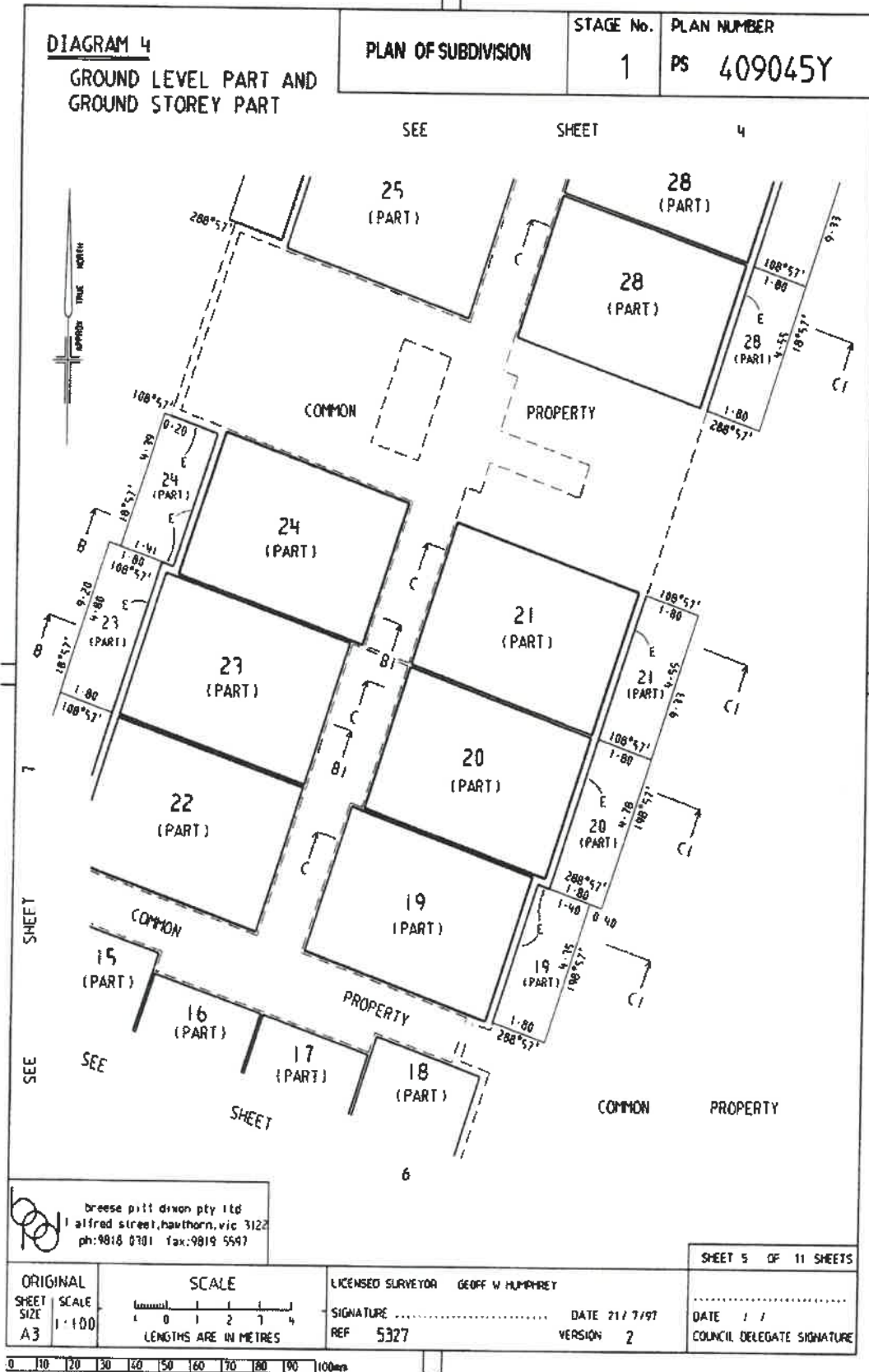


DIAGRAM 8

GROUND LEVEL PART AND
GROUND STOREY PART

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

1

PS 409045Y

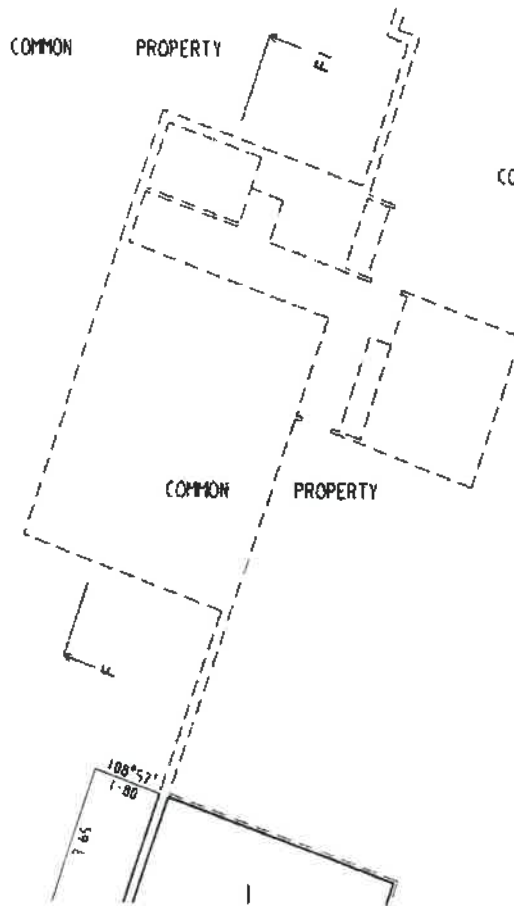
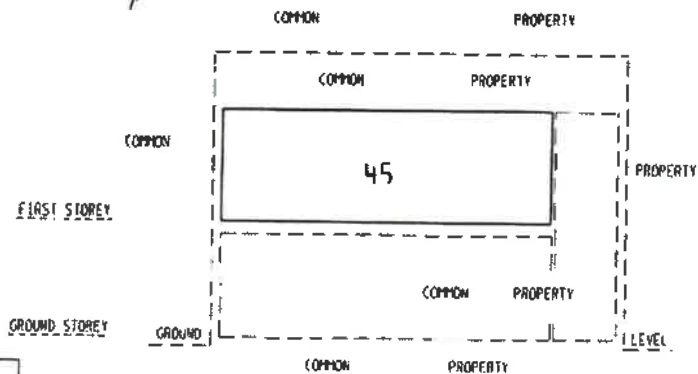
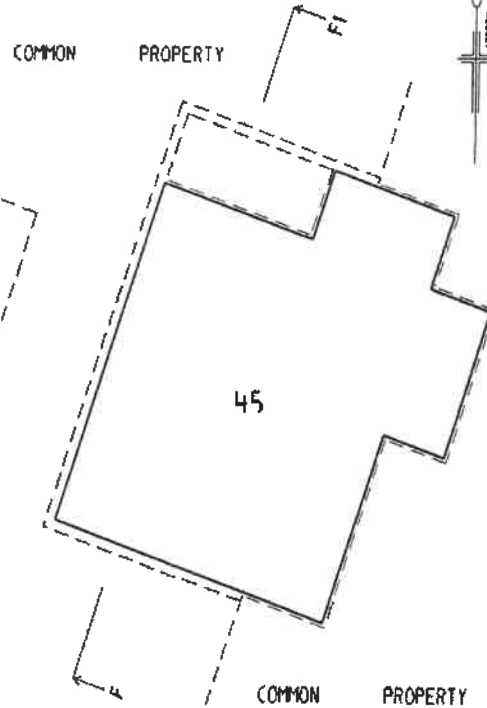


DIAGRAM 9

FIRST STOREY



CROSS SECTION F-F1

breese pitt dixon Pty Ltd
1 Alfred Street, Hawthorn, VIC 3122
ph: 9818 0300 fax: 9819 5597

SHEET 9 OF 11 SHEETS

ORIGINAL
SHEET
SIZE
A3

SCALE
1:100

SCALE

LENGTHS ARE IN METRES

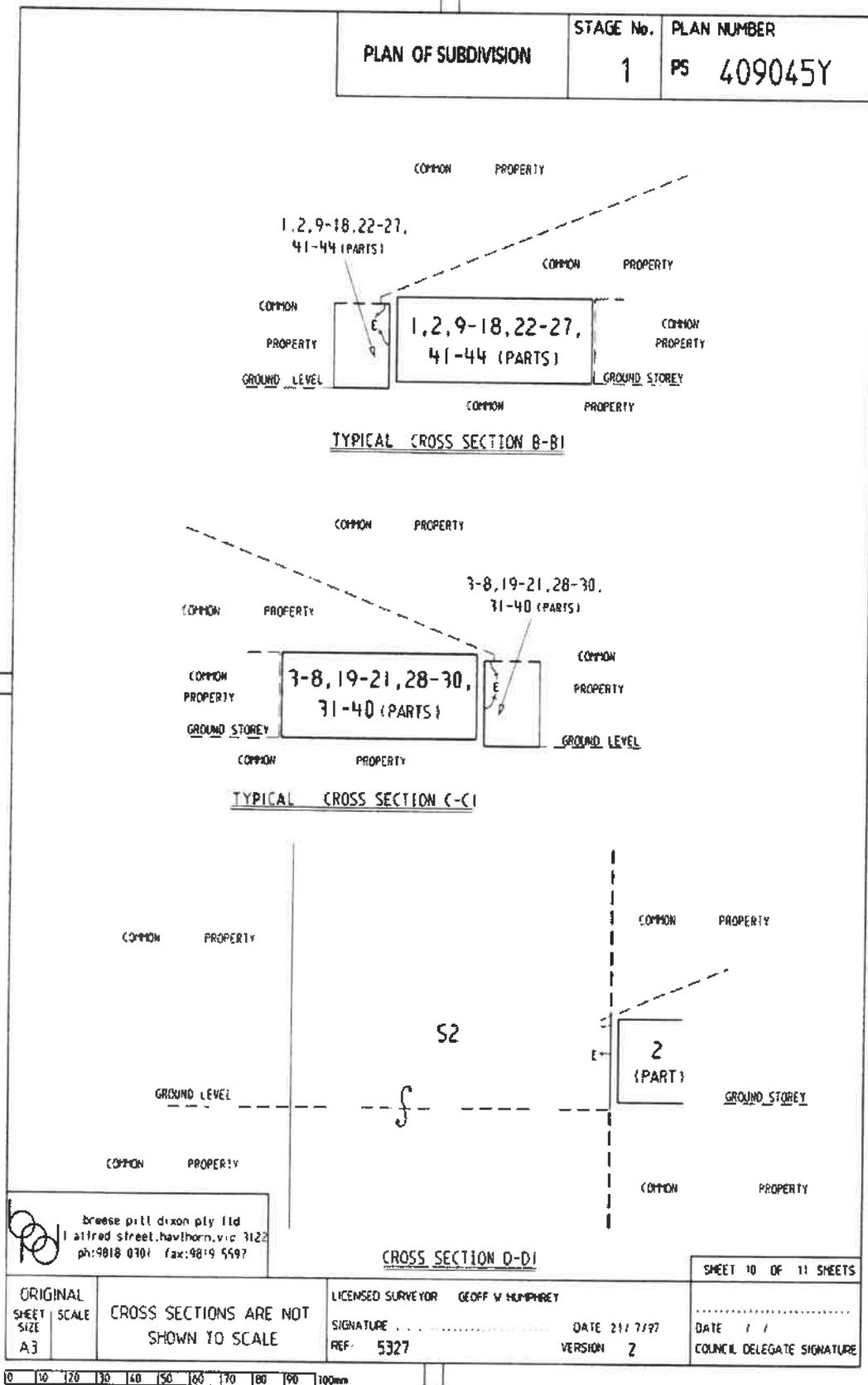
LICENSED SURVEYOR GEOFF W HUMPHREY

SIGNATURE
REF 5327

DATE 21/7/97
VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

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



PS409045Y

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 28/10/2020 10:33:26 AM

OWNERS CORPORATION
PLAN NO. PS409045Y

The land in PS409045Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 45, S2.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
39/574 PLUMMER STREET PORT MELBOURNE VIC 3207
AJ095487H 27/07/2011

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. AM824124L 01/06/2016

Additional Owners Corporation Information:
NIL

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	200	200
Lot 2	200	200
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/10/2020 10:33:26 AM

OWNERS CORPORATION
PLAN NO. PS409045Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	200	200
Lot 8	200	200
Lot 9	200	200
Lot 10	200	200
Lot 11	200	200
Lot 12	200	200
Lot 13	200	200
Lot 14	200	200
Lot 15	200	200
Lot 16	200	200
Lot 17	200	200
Lot 18	200	200
Lot 19	230	230
Lot 20	230	230
Lot 21	230	230
Lot 22	230	230
Lot 23	230	230
Lot 24	230	230
Lot 25	230	230
Lot 26	230	230
Lot 27	230	230
Lot 28	230	230
Lot 29	230	230
Lot 30	230	230
Lot 31	200	200
Lot 32	200	200
Lot 33	200	200
Lot 34	200	200
Lot 35	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/10/2020 10:33:26 AM

**OWNERS CORPORATION
PLAN NO. PS409045Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	200	200
Lot 37	200	200
Lot 38	200	200
Lot 39	200	200
Lot 40	200	200
Lot 41	200	200
Lot 42	200	200
Lot 43	200	200
Lot 44	200	200
Lot 45	745	1
Lot S2	800	1
Total	10705.00	9162.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Property Report from www.land.vic.gov.au on 28 October 2020 10:32 AM

Address: UNIT 8/14 SANDPIPER PLACE FRANKSTON 3199

Lot and Plan Number: Lot 8 PS409045

Standard Parcel Identifier (SPI): 8\PS409045

Local Government (Council): FRANKSTON **Council Property Number:** 229765

Directory Reference: Melway 103 A4

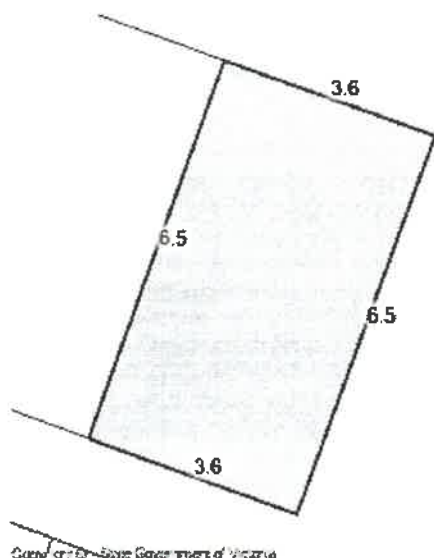
This property is not in a designated bushfire prone area.

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

Site Dimensions

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



Area: 23 sq. m

Perimeter: 20 m

For this property:

— Site boundaries

— Road frontages

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

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

State Electorates

Legislative Council: SOUTH-EASTERN METROPOLITAN

Legislative Assembly: FRANKSTON

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (R1Z)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (R1Z)

Planning Overlay: None

Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning scheme data last updated on 21 October 2020.

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

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>

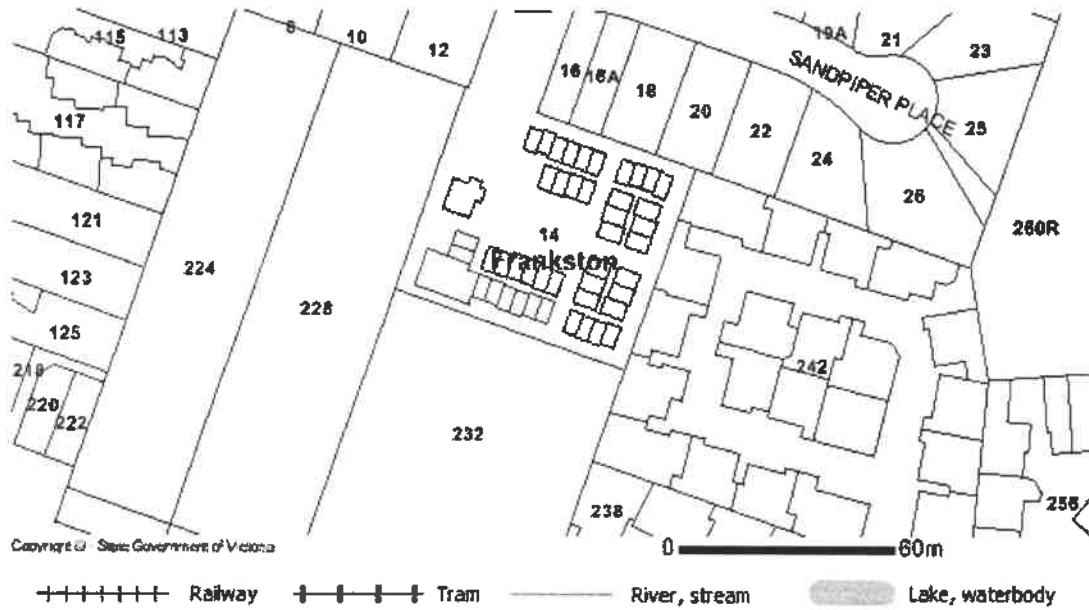
More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

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Area Map



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 28 October 2020 10:32 AM

PROPERTY DETAILS

Address: **8/14 SANDPIPER PLACE FRANKSTON 3199**
Lot and Plan Number: **Lot 8 PS409045**
Standard Parcel Identifier (SPI): **8\PS409045**
Local Government Area (Council): **FRANKSTON**
Council Property Number: **229765**
Planning Scheme: **Frankston**
Directory Reference: **Melway 103 A4**

www.frankston.vic.gov.au

[Planning Scheme - Frankston](#)

UTILITIES

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

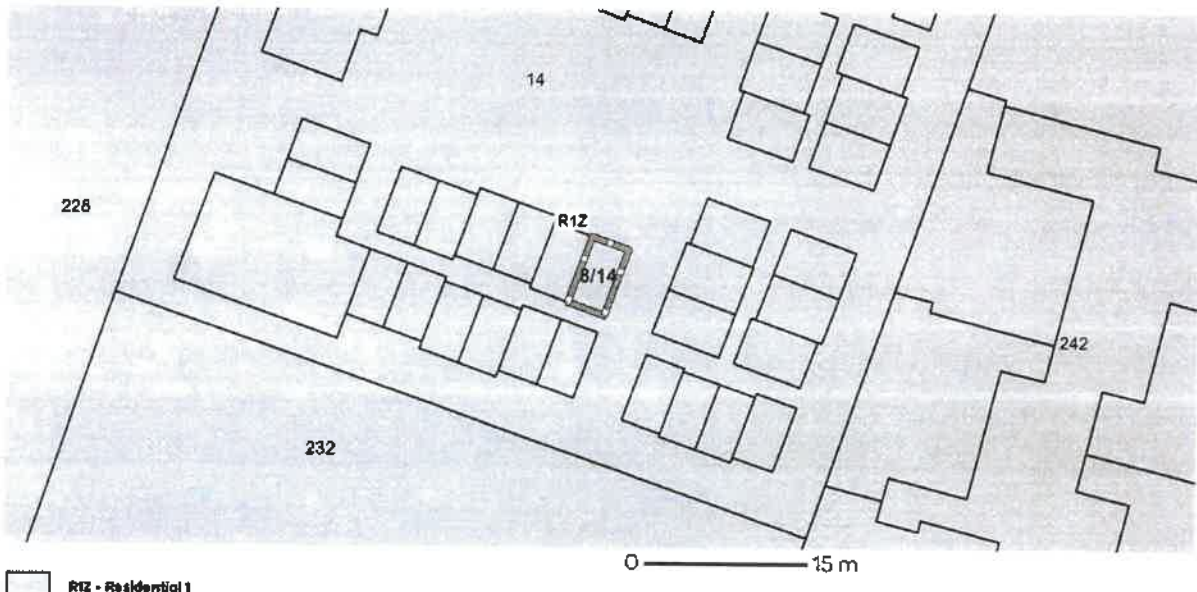
[View location in VicPlan](#)

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **FRANKSTON**

Planning Zones

GENERAL RESIDENTIAL ZONE (R1Z)



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

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/ga-disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C(1b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 8/14 SANDPIPER PLACE FRANKSTON 3199

Page 1 of 5

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

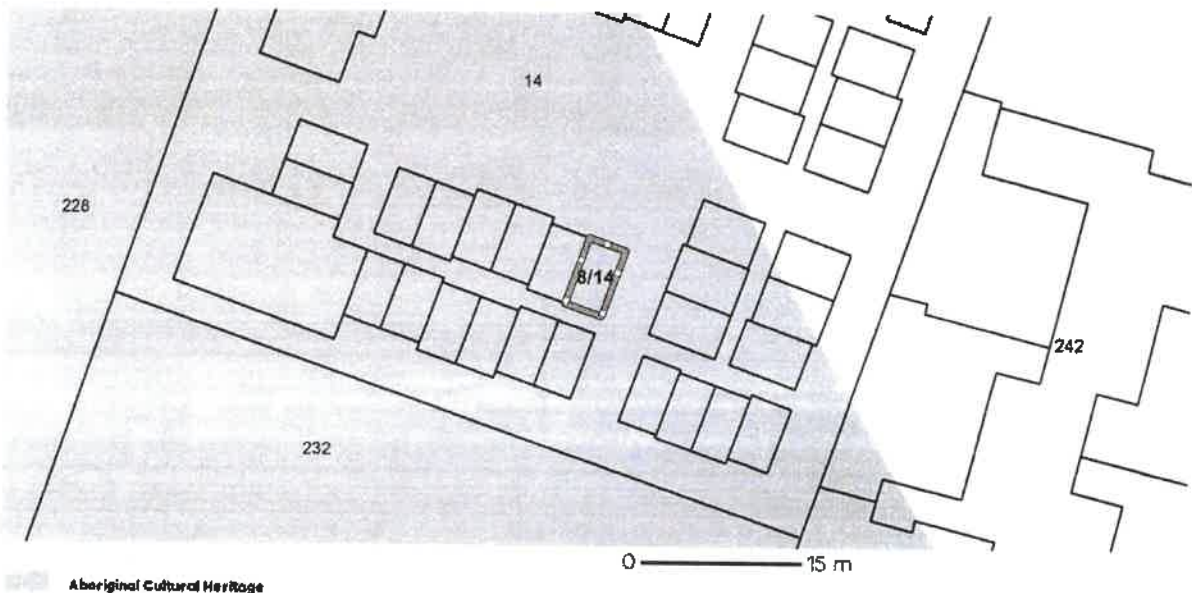
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gov.vic.net.au/gov/Question1.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.aboriginal.vic.gov.au/aboriginal-heritage-legislation>



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Read the full disclaimer at <https://www2.delap.vic.gov.au/tf/sclt/mae/>

Notwithstanding this disclaimer a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Goods Act 1954.

Further Planning Information

Planning scheme data last updated on 21 October 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

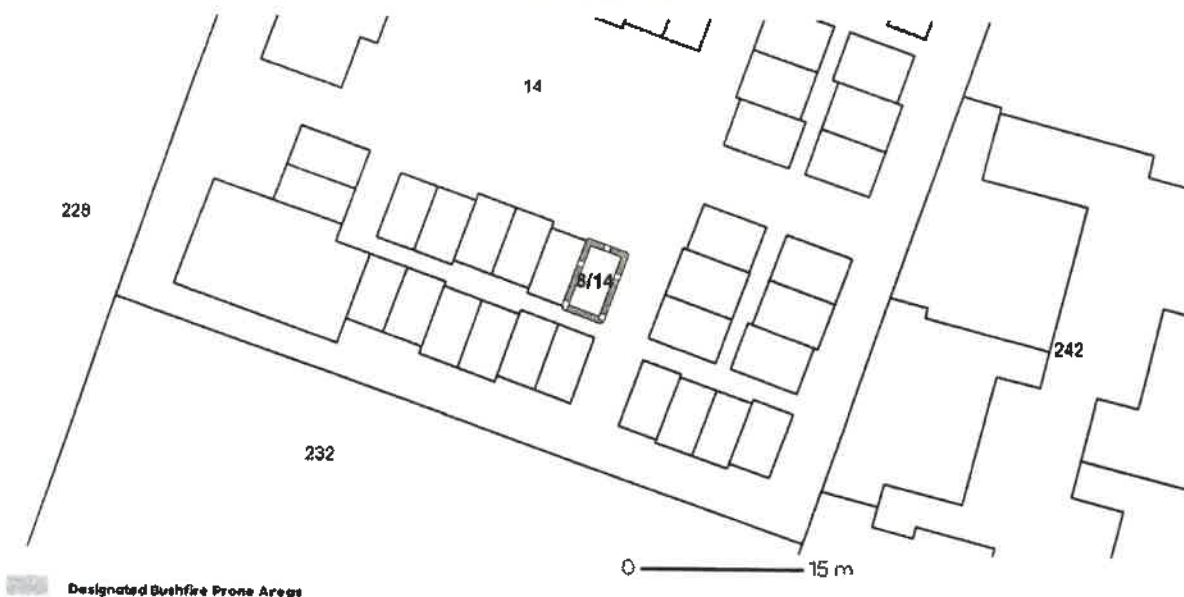
To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshome.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>.

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>.

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

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Read the full disclaimer at <https://www2.dewi.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose and statement that it is in a bushfire prone area as required by section 32(1a) of the Sale of Land Act 1962 (Vic).

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 16 Owners Corporations Regulations 2018

Owners Corporation Plan No. PS409045Y

14 Sandpiper Place, Frankston, VIC 3199

This Certificate is issued for Lot 8 on Plan No. PS409045Y the postal address of which is 8/14 Sandpiper Place, Frankston.

Applicant for the Certificate is: Allied Lawyers & Conveyancing
Address for delivery of Certificate: jeremytaylor@alliedgroupservices.com.au
Date that the application was received: 22nd October 2020
The information in this Certificate is issued on: 27th October 2020

1. The current 01/10/2020 – 31/12/2020 quarterly Admin Fund levy for the above lot is \$545.73. The quarterly Maintenance levy for the above lot is \$72.76
2. The Admin and Maintenance Fund Levies are paid to 31/12/2020
3. Unpaid levies or charges now total \$0.00
4. The following levies or fees have been struck and are payable on the dates indicated below:

Description	Due Date	Total Due
Admin Fund Levy 01/01/2021 – 31/03/2021	01/01/2021	\$545.73
Maint Fund Levy 01/01/2021 – 31/03/2021	01/01/2021	\$54.57
Capital Works – Building Notice – 2 nd Instalment	01/01/2021	\$218.29
5. The Owners Corporation has performed or is about to perform the following repairs, or other works which may incur an additional charge to that set out above:
Nil
6. The Owners Corporation presently has the following insurance cover:
Please see attached
7. Has the Owners Corporation resolved that the members may arrange their own insurance, under section 63?
No
8. Please find the most recent accepted Balance Sheet of the Owners Corporation. Please note Cash at Bank is currently \$(14,467.17) in the Admin Fund and \$31,888.00 in the Maintenance Fund.
9. The Owners Corporation has no liabilities, other than those shown in other parts of this certificate, except:
Nil
10. The Owners Corporation has not granted any lease, licence, agreements or contracts affecting the common property except:
Nil
11. The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public except:
Nil
12. The Owners Corporation has not been served with any notice or orders in the last 12 months that have not been satisfied except:
Building Notice supplied by Frankston City Council 3rd-April 2020.
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:

The Owners Corporation is working on a VCAT case to seek an amount of its costs for the purposes of settlement negotiations.

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 16 Owners Corporations Regulations 2018

Owners Corporation Plan No. PS409045Y

14 Sandpiper Place, Frankston, VIC 3199

14. The Owners Corporation has appointed a manager as follows:

Civium Property Group
39/574 Plummer Street
Port Melbourne VIC 3207

15. No proposal has been made for the appointment of an administrator.

16. The minutes of the most recent Annual General Meeting of the Owners Corporation are attached.

17. The rules of the Owners Corporation are the Model Rules and Special Rules, which are attached.

18. Additional comments:

Planning Applications

- A planning permit for Student Accommodation has been issued by Frankston City Council. Please read the conditions of the permit before use/and or development can start. (Please refer to the attached)

A special levy is to be raised for \$20,000 this will be raised in 2 instalments (special levy 1 due on 01/10/2020 and special levy 2 due 01/01/2021). The money raised will be used to cover the capital works required to take remedial action on the Building Notice received in April 2020 from Frankston Council.
- As a preliminary estimate the cost to take corrective action on the Building Notice is expected to be in the order of between \$30,000 and \$70,000.

More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:

Civium Property Group
PO BOX 715
Port Melbourne VIC 3207

19. Attachments

Financial Statement
Minutes of AGM
Model Rules
Special Rules
OC Act 2006, Statement of Advice for Prospective Purchaser
Planning Permit – Frankston City Council
Endorsement Plans
Building Notice - Frankston City Council

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 16 Owners Corporations Regulations 2018

Owners Corporation Plan No. PS409045Y

14 Sandpiper Place, Frankston, VIC 3199

This Owners Corporation certificate was prepared by



Per. Leon Katz
Owners Corporation Manager
on behalf of Owners Corporation No. 1 on Plan PS409045Y

Please note the information in this Owners Corporation Certificate is current as of the issue date only. Should you wish for a more current INFORMATION, you will need to re-apply for a new certificate.

IF YOU REQUIRE AN UPDATE to ITEMS 1-4 ON THIS CERTIFICATE, PLEASE SUBMIT YOUR REQUEST IN WRITING TO certificates@civium.com.au. AN UPDATE ON THESE ITEMS WILL ONLY BE GIVEN FOR A 3 MONTH PERIOD FROM THE ISSUE DATE OF THIS CERTIFICATE.

PLEASE ENSURE THAT YOU EMAIL ANY NOTICE OF ACQUISITION OR NOTICE OF DISPOSITION TO clientservices@civium.com.au TO ENSURE NO CHARGES ARE APPLIED

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

Ph: 1300724256 Email: levies@civium.com.au

Printed: 27/10/2020 09:33 am User: Laura Chaverra

Page 1

Balance Sheet - O/Corp PS409045Y
14 SANDPIPER PLACE, FRANKSTON, VIC 3199
 For the Financial Period 01/01/2020 to 27/10/2020

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
OWNERS CORPORATION 409045Y	\$(13,375.71)	\$32,470.10	\$19,094.39
Macquarie Bank BSB: 183-334 Acc No: 246969182			
Levies Receivable	\$27,871.28	\$5,084.03	\$32,955.31
Total Assets	\$14,495.57	\$37,554.13	\$52,049.70
Liabilities			
Accounts Payable (GST Free)	\$64.00	\$0.00	\$64.00
Paid in Advance	\$2,197.54	\$470.69	\$2,668.23
Total Liabilities	\$2,261.54	\$470.69	\$2,732.23
Net Assets	\$12,234.03	\$37,083.44	\$49,317.47
Owners Funds			
Opening Balance	\$24,111.40	\$5,048.51	\$29,159.91
Net Income For The Period	\$(11,877.37)	\$32,034.93	\$20,157.56
Total Owners Funds	\$12,234.03	\$37,083.44	\$49,317.47



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Phone: 03 8695 4000
Email: info_vic@chu.com.au

COVERFORCE INSURANCE BROKING NSW
LEVEL 12/9 CASTLEREAGH STREET
SYDNEY NSW 2000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006041179
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	27/02/2020 to 27/02/2021 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 409045
Situation	14 SANDPIPER PLACE FRANKSTON VIC 3199

Policies Selected

Policy 1 – Insured Property

Building: \$3,000,000

Common Area Contents: \$30,000

Loss of Rent & Temporary Accommodation (total payable): \$450,000

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$250,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Sum Insured: \$450,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$67,500

Escalation in Cost of Temporary Accommodation: \$22,500

Cost of Removal, Storage and Evacuation: \$22,500

Policy 9 – Government Audit Costs and Legal Expenses

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



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

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: \$250,000

Flood Cover is included.

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

Date of Issue 28/02/2020

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. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

**MINUTES OF
ANNUAL GENERAL MEETING 2020**

OWNERS CORPORATION - PS409045Y

**14 Sandpiper Place
FRANKSTON VIC 3199**

Held on :

Thursday, 27 February 2020 06:00 PM

Held at :

**Ashwood Hall
21A Electra Ave Ashwood**

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF OWNERS CORPORATION PS409045Y

Held Thursday, 27 February 2020 6:00 PM at Ashwood Hall
21A Electra Ave Ashwood

Present Mark & Denise Renouf (1), James Mylonakis (2, 6, 7),
Carolyn & Leanne Jones & Toogood (8), Somrita & David Watford (9)
Paul & Anne Stockx (14), Janet Keenan (15), Kevin Thielking (17, 22),
Futureproof Super Fund Pty Ltd (19), M & J Gregory Super Fund A/C (20, 23),
Monika Kutt (24, 39), Ray & Christine Allen (25, 42),
David & Frances Casley (27, 32, 44), Geoffrey Keenan (28),
Danny & Sandra Novello (29), Anita Van Rooyen (30), Sharon Thomson (31)

In Attendance Leon Katz (Civium Strata)

Proxies Samuel Kennedy (5) in favour of Kevin Kennedy,
Diane McRoberts & Jean-Ne Duncan (10) in favour of Anita Van Rooyen,
John Tame (11) in favour of Kevin Thielking,
Roxanne Grandy (12) in favour of Kevin Thielking,
John Ferraro (13) in favour of David Casley,
Gayle McNab, Julie Taylor & Suzanne Gardner (18) in favour of David Casley

Apologies None

Chairperson Leon Katz

A Quorum was reached

MOTION	Motion for consideration
1	Proceedings of Meeting - Proxies and Absentees - presented - Quorum - declared - Un-financial units – reviewed - Leon Katz, Appointment as Chairperson for the purpose of the meeting.
2	Minutes (ORDINARY RESOLUTION) That the minutes of the previous Annual General Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting. Motion Carried <i>moved by Janet Keenan / seconded by David Casely</i>

3 Insurance Renewal (ORDINARY RESOLUTION)

That the current Owners Corporations insurances be confirmed per the attached policy information contained with the agenda, and that Civium Property Group be authorised to affect the statutory and additional insurance of the Owners Corporation. The decision upon renewal of the insurance will be undertaken by the Committee. It was discussed and agreed that the Owners Corporation instruct the manager to obtain an updated insurance valuation and further to instruct the insurer of any increase in sum insured and to pay any alteration to the premium.

Motion Carried without Objection

noting current certificate of currency be supplied with minutes

4 Reports (ORDINARY RESOLUTION)

That the Owners Corporation receive and accept the Owners Corporation Managers Report, the Committee Report and Disputes Report in accordance with sections 115, 126 and 159 of the Owners Corporations Act 2006.

Motion Carried without Objection

5 Interest on Arrears (ORDINARY RESOLUTION)

That the Owners Corporation charge penalty interest on all arrears in accordance with section 29 of the Owners Corporations Act 2006 and that the Owners Corporation Manager be granted authority to waive interest of a non-material nature from time to time.

Motion Carried without Objection

6 Arrears Recovery (ORDINARY RESOLUTION)

That the Owners Corporation will recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT ~~and further that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expense incurred by the owners corporation arising out of any default or breach by any lot owner or occupier of a lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2018.~~

(amended) Motion Carried

moved by Mike Gregory / seconded by Geoffrey Keenan

7 Financial Statements & Accounting Records (ORDINARY RESOLUTION)

That the financial statement of accounts for the financial year ending 31 December 2019 be adopted in accordance with section 71(2)(e) of the Owners Corporations Act 2006.

Motion Deferred,

Leon to provide explanation as to the Increase in Management Fee

8	Budget (ORDINARY RESOLUTION) 1. That contributions be determined: i) To the Administrative Fund in accordance with Section 23 of the Owners Corporations Act 2006 for the sum of: \$100,000.00 (inc. GST) ii) To the Maintenance Fund in accordance with Section 40 of the Owners Corporations Act 2006 for the sum of: \$10,000.00 (inc. GST) 2. That the Administrative and Maintenance Fund contributions be paid in equal quarterly instalments with the instalments dates to be 1st instalment 01/01/2020 2nd Instalment 01/04/2020 3rd instalment 01/07/2020 4th instalment 01/10/2020 5th instalment 01/01/2021 <i>* The amount collected in the 5th instalment will be at the previous year's rate until the next AGM is held where the new budget is determined.</i> Motion Carried
9	Appointment of Management Agent (ORDINARY RESOLUTION) That in accordance with Section 119 of the Owners Corporation Act 2006 ("Act") that: 1. Civium Holdings Pty Ltd t/as Civium Strata People ("Agent") be appointed as strata managing agent of Strata Plan No. <> 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 4. The delegation is to be subject to the conditions and limitations set out in the Agreement; and 5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting Motion Deferred for committee to review current & proposed Agreements
10	Election of Committee (ORDINARY RESOLUTION) The owners corporation elected a committee of 5 members with a vacant position to be offered in accordance with sections 71(2)(a) and 100 of the Owners Corporations Act 2006. Kevin Kennedy (5) Kevin Thielking (17) Geoffrey Keenan (28) Anita Van Rooyen (30) David Casley (32) Motion Carried without Objection

- a. Management Fee, Leon to investigate increase in management fee and report to owners.
- b. ESM Provider, Leon to source quotes from 2 ESM providers for the committee to review & consider. from Mike G (<https://www.elecfire.com.au/>)
- c. Electricity & Gas Proposal, Leon to seek broker to review current charges & provide a proposal for reducing costs for the committee to review & consider.
- d. Meeting FCC Conditions, discussed & agreed for committee to manage this matter moving forward.
- e. Parking, limited spaces for the total number of units. This will be addressed by the committee in due course.
- f. Tiles @ Entrance trip hazard, Leon to discuss matter with the committee on how best to proceed.

There being no further business the chairperson declared the meeting closed at 8:25pm
Dated: 3 March 2020
Issued by Civium Property Group for and on behalf of the Owners Corporation.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Phone: 03 8695 4000
Email: info_vic@chu.com.au

COVERFORCE INSURANCE BROKING NSW
LEVEL 12/9 CASTLEREAGH STREET
SYDNEY NSW 2000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006041179
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	27/02/2020 to 27/02/2021 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 409045
Situation	14 SANDPIPER PLACE FRANKSTON VIC 3199

Policies Selected

Policy 1 – Insured Property

Building: \$3,000,000

Common Area Contents: \$30,000

Loss of Rent & Temporary Accommodation (total payable): \$450,000

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$250,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Sum Insured: \$450,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$67,500

Escalation in Cost of Temporary Accommodation: \$22,500

Cost of Removal, Storage and Evacuation: \$22,500

Policy 9 – Government Audit Costs and Legal Expenses

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



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

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: \$250,000

Flood Cover is included.

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

Date of Issue 28/02/2020

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. This certificate is issued as a matter of information only and confers no rights on the certificate holder.



Leon Katz <leon.katz@civium.com.au>

RE: PS409045Y | 14 Sandpiper Place, Frankston - COC

1 message

Maya Chugh <Maya_Chugh@coverforce.com.au>
To: Ashleigh Smith <vicinsurance@civium.com.au>
Cc: Leon Katz <leon.katz@civium.com.au>

2 March 2020 at 10:52

Good morning Ashleigh,

Section 9 – legal defence etc. responds to claims made against the Committee. Incident must occur within the period of insurance and CHU must be notified during this period too.

- E.g. an overgrown tree enters a neighbours yard and causes some damage and the neighbour wishes to seek legal action, this cover will take affect

Section 10 – additional sum insured (takes effect once Section 1 is exhausted) for replacement/repairs. Fixtures/fittings/improvements are those that are somewhat permanently affixed to the development and can't be taken with an Owner if they move

- E.g. solar panels, pergola

CoC is attached

Thank you,



Maya Chugh
Strata Team Leader
Coverforce Pty Limited
D +61 2 9376 7949 | M 0405 022 668
F +61 2 9223 1422 | T 1-3000-COVER
www.coverforce.com.au
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From: Ashleigh Smith <vicinsurance@civium.com.au>
Sent: Monday, 2 March 2020 10:08 AM
To: Maya Chugh <Maya_Chugh@coverforce.com.au>
Cc: Leon Katz <leon.katz@civium.com.au>
Subject: Fwd: PS409045Y | 14 Sandpiper Place, Frankston - COC

Hi Maya,

Could you please assist with the below?

Kind regards,

CIVIUM

Ashleigh Smith

VIC Insurance Manager

1300 724 256

17/23 Townshend St, Phillip ACT 2606

civium.com.au

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----- Forwarded message -----

From: Leon Katz <leon.katz@civium.com.au>
Date: Fri, Feb 28, 2020 at 1:59 PM
Subject: PS409045Y | 14 Sandpiper Place, Frankston - COC
To: Ashleigh Smith <vicinsurance@civium.com.au>

Hi Ashleigh,

Can you please provide update COC asap & supply clarification possibly with examples on....

SECTION 9	PART A - Government Audit Costs - Professional Fees
	PART B - Appeal Expenses
	PART C - Legal Defence Expenses
SECTION 10	Lot Owners' Fixtures and Improvements

With thanks, Best regards.

Leon Katz
civium

Community Relationship Manager - Strata Vic
39/574 Plummer St, Port Melbourne, VIC, 3207
1300 724 256 | 0421 381 209 | 03 9098 9007
civium.com.au



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Sandpiper : Report from Chairperson of Committee

Your committee has again worked very hard on your behalf and we are in a much better position than at the previous AGM.

Work completed.

Improved security, installing keypads on outside doors, installation of self closers on outside doors.

The managers flat, unit 45 has been cleaned, painted and is now let at a favorable rent to offset the debt to Virginia.

Unit 41 has been cleaned and furnished and available for a tenant.

Thanks to Anita and Jeanie who did all this work.

Replacement of the down lights with LED fittings will make a huge difference in our electricity bill. this work was done without expense, thanks to Anita for her research.

As with any 20 year old building there is constant repair and maintenance work necessary.

David has put in hours of work coping with the fire panel and alarm system and many other small maintenance problems that have to be addressed

Work in progress

The fire system is being upgraded by Warren electrics.. There has been several instances when the fire alarm sounds for no obvious reason, the sound is deafening and disturbing to residents.

The CCTV system is being overhauled, Geoff is overseeing this.

Kevin has developed a good relationship with FCC.

Shane Warne from O'Brien Real Estate has proved to be a good choice. The following is a recent report from them:

27 units under management

16 units tenanted to students, 7 this month with 2 pending

69 enquiries this month, 29 inspections

8 units are currently for sale

2 units sold.

3 calls for maintenance

5 calls for tenant issues.

I am frequently told the O.C cannot direct or insist what owners do with their property,

However it would be appreciated if owners would rent through the agency who make thorough background checks, inspect units at 3 months and can remove unsuitable tenants easily. Yes, I am aware that the charge is 9% but rents can be adjusted accordingly, it took one owner 2 years to remove one tenant (inappropriate behavior) through VCAT, an agent did this in 4 days.

The OC has been managing this property for 16 years.

Committee service David, 16, Janet 14, Anita 11, Kevin 6 and Geoff 4, it is time that some other owners offered to contribute their time and expertise.

Janet Keenan

Civium Holdings VIC

Statement of Financial Affairs

Prepared for Owners of Owners Corporation PS409045Y

14 Sandpiper Place FRANKSTON VIC 3199

For the Financial Period 01/01/19 to 31/12/19

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

Ph: 1300724256 Email: levies@civium.com.au

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Balance Sheet - O/Corp PS409045Y

14 SANDPIPER PLACE, FRANKSTON, VIC 3199

For the Financial Period 01/01/2019 to 31/12/2019

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
OWNERS CORPORATION 409045Y	\$14,071.94	\$14,356.59	\$28,428.53
<i>Macquarie Bank BSB: 183-334 Acc No: 246969182</i>			
Levies Receivable	\$24,265.88	\$692.67	\$24,958.55
Total Assets	\$38,337.82	\$15,049.26	\$53,387.08
Liabilities			
Accounts Payable (GST Free)	\$1,998.25	\$0.00	\$1,998.25
Paid in Advance	\$10,778.17	\$10,000.75	\$20,778.92
Unidentified Deposits	\$1,450.00	\$0.00	\$1,450.00
Total Liabilities	\$14,226.42	\$10,000.75	\$24,227.17
Net Assets	\$24,111.40	\$5,048.51	\$29,159.91
Owners Funds			
Opening Balance	\$82,316.77	\$5,048.51	\$87,365.28
Net Income For The Period	\$(58,205.37)	\$0.00	\$(58,205.37)
Total Owners Funds	\$24,111.40	\$5,048.51	\$29,159.91

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

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Income and Expenditure Statement - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Insurance Claims Refund	\$1,882.00	\$0.00	\$0.00
Interest on Investments	\$0.00	\$0.00	\$216.56
Interest on Overdues	\$86.74	\$0.00	\$88.25
Levy Income	\$100,000.94	\$0.00	\$141,976.18
Other Funds Received	\$175.00	\$0.00	\$0.00
Special Levy Income	\$47,000.06	\$0.00	\$113,798.14
Total Administrative Fund Income	\$149,144.74	\$0.00	\$256,079.13
Expenses			
Accounting Service Provision/ATO Compliance	\$0.00	\$540.00	\$0.00
Arrears Recovery Costs	\$132.00	\$0.00	\$2,051.54
Audit Fees	\$0.00	\$506.00	\$1,012.00
Banking Management	\$0.00	\$540.00	\$0.00
Building Repairs & Maintenance	\$1,468.73	\$0.00	\$0.00
Bundled Disbursements	\$(170.63)	\$2,100.00	\$2,097.78
Cleaning	\$9,860.00	\$5,000.00	\$6,250.00
Consultant Fees	\$0.00	\$0.00	\$15,933.78
Electricity - Utility	\$15,984.37	\$7,000.00	\$13,241.12
Essential Services	\$9,296.99	\$2,500.00	\$2,467.36
Fencing Repairs & Maintenance	\$0.00	\$0.00	\$1,253.95
Fire Alarm Monitoring	\$1,753.22	\$1,800.00	\$1,753.22
Fire Protection - Repairs/Replacements	\$0.00	\$0.00	\$581.90
Gardens & Grounds	\$7,180.00	\$4,320.00	\$5,077.50
Gas - Utility	\$5,537.75	\$4,500.00	\$6,032.04
General Repairs & Maintenance	\$4,716.70	\$7,884.00	\$26,577.23
Gutter Cleaning	\$1,250.00	\$0.00	\$0.00
Insurance Premiums	\$5,780.07	\$5,500.00	\$5,199.60
Keys and Locks	\$896.07	\$0.00	\$0.00
Legal Expenses	\$71,281.93	\$40,000.00	\$112,578.23
Management Fee	\$15,902.08	\$11,960.00	\$10,762.50
Plumbing & Drainage	\$10,226.92	\$1,500.00	\$2,684.00
Public Officer	\$0.00	\$110.00	\$0.00
Rent Expenses	\$36,941.22	\$0.00	\$28,918.32
Roofing Repairs & Maintenance	\$2,068.00	\$0.00	\$0.00
Sundry Expenses	\$85.59	\$0.00	\$165.00
Taxation Reporting (Civium)	\$143.00	\$0.00	\$143.00

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

Ph: 1300724256 Email: levies@civium.com.au

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Income and Expenditure Statement - O/Corp PS409045Y
14 SANDPIPER PLACE, FRANKSTON, VIC 3199
For the Financial Period 01/01/2019 to 31/12/2019

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Trades Compliance	\$0.00	\$240.00	\$0.00
Transfer Between Funds	\$0.00	\$0.00	\$(5,199.60)
Waste collection	\$3,794.10	\$4,000.00	\$4,401.75
Water - Utility	\$3,222.00	\$0.00	\$0.00
Total Administrative Fund Expenses	\$207,350.11	\$100,000.00	\$243,982.22
Administrative Fund Surplus/Deficit	\$(58,205.37)	\$(100,000.00)	\$12,096.91

Civium Holdings VIC

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Ph: 1300724256 Email: levies@civium.com.au

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Income and Expenditure Statement - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Maintenance Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Levy Income	\$0.00	\$0.00	\$6,344.96
Total Maintenance Fund Income	\$0.00	\$0.00	\$6,344.96
Expenses			
Fire Protection Replacement/Upgrade	\$0.00	\$0.00	\$5,901.23
Transfer Between Funds	\$0.00	\$0.00	\$5,199.60
Total Maintenance Fund Expenses	\$0.00	\$0.00	\$11,100.83
Maintenance Fund Surplus/Deficit	\$0.00	\$0.00	\$(4,755.87)

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

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Lot Positions Report - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Mark & Denise Renouf	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
2	2	James Mylonakis	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
3	3	Cedric & Beryl Condict	\$725.10 CR	\$2,182.97	\$1,025.98	\$3,029.58	\$545.73 CR	\$0.00
4	4	David & Quirina McLean	\$0.00	\$2,182.97	\$1,025.98	\$3,206.20	\$2.75	\$0.00
5	5	Samuel Kennedy	\$3,202.30	\$2,182.97	\$901.70	\$6,266.97	\$0.00	\$23.48
6	6	James & Maxine Mylonakis	\$1,412.69	\$2,182.97	\$1,123.98	\$5,265.37	\$545.73 CR	\$13.85
7	7	James Mylonakis	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
8	8	Leanne Toogood & Carolyn Jones	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
9	9	Sonvita & David Watford	\$4.02 CR	\$2,182.97	\$1,025.98	\$3,204.93	\$0.00	\$0.00
10	10	Diane McRoberts & Jean-Ne Duncan	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
11	11	John Tame	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
12	12	Roxanne Grandy	\$4,653.94	\$2,182.97	\$1,354.38	\$6,761.16	\$1,630.13	\$0.00
13	13	John Ferraro	\$111.32	\$2,182.97	\$1,074.98	\$3,915.00	\$545.73 CR	\$0.00
14	14	Paul & Anne Stockx	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
15	15	Janet Keenan	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
16	16	Stephanie & Allen Foster	\$1,384.71	\$2,182.97	\$1,123.98	\$4,674.12	\$17.54	\$17.54
17	17	Kevin Thielking	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
18	18	Gayle McNab, Julie Taylor & Suzanne Gardner	\$0.00	\$2,182.97	\$1,069.98	\$3,798.68	\$545.73 CR	\$0.00
19	19	Futureproof Super Fund Pty Ltd	\$0.00	\$2,510.35	\$1,179.87	\$3,690.22	\$0.00	\$0.00
20	20	M & J Gregory Super Fund A/C	\$0.00	\$2,510.35	\$1,179.87	\$4,317.81	\$627.59 CR	\$0.00
21	21	Andrew King	\$1,244.00	\$2,510.35	\$1,365.87	\$5,747.81	\$627.59 CR	\$0.00
22	22	Kevin Thielking	\$0.00	\$2,510.35	\$1,179.87	\$3,690.22	\$0.00	\$0.00
23	23	M & J Gregory Super Fund A/C	\$0.00	\$2,510.35	\$1,179.87	\$4,317.81	\$627.59 CR	\$0.00
24	24	Monika Kuti	\$0.01	\$2,510.35	\$1,179.87	\$3,690.23	\$0.00	\$0.00
25	25	Ray & Christine Allen	\$0.00	\$2,510.35	\$1,179.87	\$3,690.22	\$0.00	\$0.00
26	26	Salt & Light Pty Ltd	\$0.00	\$2,510.35	\$1,179.87	\$4,317.81	\$627.59 CR	\$0.00
27	27	David & Frances Casley	\$0.00	\$2,510.35	\$1,179.87	\$4,317.81	\$627.59 CR	\$0.00
28	28	Geoffrey Keenan	\$0.00	\$2,510.35	\$1,179.87	\$3,690.22	\$0.00	\$0.00
29	29	Danny & Sandra Novello	\$0.00	\$2,510.35	\$1,179.87	\$3,690.22	\$0.00	\$0.00
30	30	Anita Van Rooyen	\$0.00	\$2,510.35	\$1,228.87	\$3,690.22	\$49.00	\$0.00
31	31	Sharon Thomson	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
32	32	David & Frances Casley	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
33	33	James Crockford	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
34	34	c/- Equity Trustees	\$0.00	\$2,182.97	\$1,201.98	\$3,930.68	\$545.73 CR	\$23.15
35	35	Ester Cohen	\$0.00	\$2,182.87	\$1,025.98	\$3,208.95	\$0.00	\$0.00
36	36	Jean Pemberton	\$13,605.02	\$2,182.97	\$1,603.38	\$17,937.10	\$545.73 CR	\$0.00
37	37	Glenys Walker & Rosalie Leyshan	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

Ph: 1300724256 Email: levies@civium.com.au

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Lot Positions Report - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
38	38	Bruce & Denece Stephens	\$0.00	\$2,182.97	\$1,069.98	\$3,252.95	\$0.00	\$0.00
39	39	Monika Kutt	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
40	40	Paul Saunders	\$726.25 CR	\$2,182.97	\$1,113.98	\$2,570.70	\$0.00	\$8.72
41	41	Quillata Pty Ltd	\$19,239.16	\$2,182.97	\$981.98	\$0.00	\$22,404.11	\$0.00
42	42	Ray & Christine Allen	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
43	43	Jean Lovig	\$0.10	\$2,182.97	\$1,025.98	\$3,754.78	\$545.73 CR	\$0.00
44	44	David & Frances Caskey	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
45	45	Virginia Scharnberg	\$75.94	\$10.85	\$5.13	\$0.00	\$91.92	\$0.00
S2	S2	Ian Campbell	\$54.45	\$10.85	\$5.13	\$0.00	\$70.43	\$0.00
Administrative Fund Totals			\$43,728.27	\$100,000.94	\$48,569.58	\$178,811.08	\$13,487.71	\$86.74
							Administrative Fund Arrears	\$24,265.88
							Administrative Fund Advances	\$10,778.17

Civium Holdings VIC

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Lot Positions Report - O/Corp PS409045Y
14 SANDPIPER PLACE, FRANKSTON, VIC 3199

For the Financial Period 01/01/2019 to 31/12/2019

Maintenance Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Mark & Denise Renoul	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	2	James Mylonakis	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
3	3	Cedric & Beryl Condlck	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
4	4	David & Quirina McLean	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	5	Samuel Kennedy	\$0.00	\$0.00	\$0.00	\$0.28	\$0.28 CR	\$0.00
6	6	James & Maxine Mylonakis	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
7	7	James Mylonakis	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
8	8	Leanne Toogood & Carolyn Jones	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	9	Somrita & David Watford	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	10	Diana McRoberts & Jean-Ne Duncan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	11	John Tame	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	12	Roxanne Grandy	\$54.58	\$0.00	\$0.00	\$54.58	\$0.00	\$0.00
13	13	John Ferraro	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
14	14	Paul & Anne Stockx	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	15	Janet Keenan	\$0.00	\$0.00	\$0.00	\$513.32	\$513.32 CR	\$0.00
16	16	Stephanie & Allen Foster	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	17	Kevin Thielking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	18	Gayle McNab, Julie Taylor & Suzanne Gardner	\$0.00	\$0.00	\$0.00	\$468.99	\$468.99 CR	\$0.00
19	19	Futureproof Super Fund Pty Ltd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	20	M & J Gregory Super Fund A/C	\$0.00	\$0.00	\$0.00	\$589.94	\$589.94 CR	\$0.00
21	21	Andrew King	\$0.00	\$0.00	\$0.00	\$501.94	\$501.94 CR	\$0.00
22	22	Kevin Thielking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	23	M & J Gregory Super Fund A/C	\$0.00	\$0.00	\$0.00	\$589.94	\$589.94 CR	\$0.00
24	24	Monika Kutt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	25	Ray & Christine Allen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	26	Salt & Light Pty Ltd	\$0.00	\$0.00	\$0.00	\$589.94	\$589.94 CR	\$0.00
27	27	David & Frances Casley	\$0.00	\$0.00	\$0.00	\$589.94	\$589.94 CR	\$0.00
28	28	Geoffrey Keenan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29	29	Danny & Sandra Novello	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	30	Anita Van Rooyen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	31	Sharon Thomson	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
32	32	David & Frances Casley	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
33	33	James Crockford	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34	34	c/- Equity Trustees	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
35	35	Ester Cohen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36	36	Jean Pemberton	\$469.37	\$0.00	\$0.00	\$982.36	\$512.99 CR	\$0.00
37	37	Glenys Walker & Rosalee Leyshan	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00

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Lot Positions Report - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Maintenance Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
38	38	Bruce & Denece Stephens	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39	39	Monika Kutt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40	40	Paul Saunders	\$0.00	\$0.00	\$0.00	\$0.58	\$0.58 CR	\$0.00
41	41	Quilata Pty Ltd	\$687.67	\$0.00	\$0.00	\$0.00	\$687.67	\$0.00
42	42	Ray & Christine Allen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
43	43	Jean Lovig	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
44	44	David & Frances Casley	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
45	45	Virginia Schamberg	\$3.16	\$0.00	\$0.00	\$0.00	\$3.16	\$0.00
S2	S2	Ian Campbell	\$1.84	\$0.00	\$0.00	\$0.00	\$1.84	\$0.00
Maintenance Fund Totals			\$1,216.62	\$0.00	\$0.00	\$10,524.70	\$-9,308.08	\$0.00
Maintenance Fund Arrears							\$692.67	
Maintenance Fund Advances							\$10,000.75	

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Expenses & Other Income - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Administrative Fund - Other Income**Insurance Claims Refund**

Date	Ref.	Details	Amount	Balance
21/08/2019	6	Adjustment - 409045 Quote5 CHU Claims Accou	\$1,882.00	\$1,882.00
		Total for Insurance Claims Refund	\$1,882.00	

Interest on Overdues

Date	Ref.	Details	Amount	Balance
07/05/2019	71	Lot# 34 Levy from 01/01/2019 to 31/12/2019	\$23.15	\$23.15
31/10/2019	377	Lot# 6 Levy from 01/01/2019 to 31/12/2019	\$13.85	\$37.00
05/11/2019	382	Lot# 18 Levy from 01/01/2019 to 31/12/2019	\$17.54	\$54.54
21/11/2019	386	Lot# 40 Levy from 01/01/2019 to 31/12/2019	\$8.72	\$63.26
18/12/2019	429	Lot# 5 Levy from 01/01/2019 to 31/12/2019	\$23.48	\$86.74
		Total for Interest on Overdues	\$86.74	

Other Funds Received

Date	Ref.	Details	Amount	Balance
16/08/2019	5	Adjustment - DMW Laundry rebateD.M.W. INDUSTRIE	\$70.00	\$70.00
02/12/2019	7	Adjustment - DMW laundry RebateD.M.W. INDUSTRIE	\$105.00	\$175.00
		Total for Other Funds Received	\$175.00	

Special Levy Income

Date	Ref.	Details	Amount	Balance
22/07/2019	508	Lot# 31 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$1,025.98
22/07/2019	509	Lot# 32 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$2,051.96
22/07/2019	510	Lot# 33 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$3,077.94
22/07/2019	511	Lot# 34 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$4,103.92
22/07/2019	507	Lot# 30 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$5,283.79
22/07/2019	506	Lot# 29 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$6,463.66
22/07/2019	502	Lot# 25 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$7,643.53
22/07/2019	503	Lot# 26 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$8,823.40
22/07/2019	504	Lot# 27 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$10,003.27
22/07/2019	505	Lot# 28 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$11,183.14
22/07/2019	512	Lot# 35 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$12,209.12
22/07/2019	513	Lot# 36 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$13,235.10
22/07/2019	520	Lot# 43 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$14,261.08
22/07/2019	521	Lot# 44 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$15,287.06
22/07/2019	522	Lot# 45 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$5.13	\$15,292.19
22/07/2019	523	Lot# S2 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$5.13	\$15,297.32

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Expenses & Other Income - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Special Levy Income (Continued)

Date	Ref.	Details	Amount	Balance
22/07/2019	519	Lot# 42 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$16,323.30
22/07/2019	518	Lot# 41 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$17,349.28
22/07/2019	514	Lot# 37 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$18,375.26
22/07/2019	515	Lot# 38 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$19,401.24
22/07/2019	516	Lot# 39 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$20,427.22
22/07/2019	517	Lot# 40 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$21,453.20
22/07/2019	501	Lot# 24 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$22,633.07
22/07/2019	500	Lot# 23 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$23,812.94
22/07/2019	485	Lot# 8 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$24,838.92
22/07/2019	486	Lot# 9 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$25,864.90
22/07/2019	487	Lot# 10 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$26,890.88
22/07/2019	488	Lot# 11 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$27,916.86
22/07/2019	484	Lot# 7 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$28,942.84
22/07/2019	483	Lot# 6 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$29,968.82
22/07/2019	479	Lot# 2 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$30,994.80
22/07/2019	480	Lot# 3 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$32,020.78
22/07/2019	481	Lot# 4 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$33,046.76
22/07/2019	482	Lot# 5 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$34,072.74
22/07/2019	489	Lot# 12 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$35,098.72
22/07/2019	490	Lot# 13 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$36,124.70
22/07/2019	496	Lot# 19 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$37,304.57
22/07/2019	497	Lot# 20 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$38,484.44
22/07/2019	498	Lot# 21 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$39,664.31
22/07/2019	499	Lot# 22 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$40,844.18
22/07/2019	495	Lot# 18 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$41,870.16
22/07/2019	494	Lot# 17 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$42,896.14
22/07/2019	491	Lot# 14 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$43,922.12
22/07/2019	492	Lot# 15 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$44,948.10
22/07/2019	493	Lot# 16 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$45,974.08

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Expenses & Other Income - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Special Levy Income (Continued)

Date	Ref.	Details	Amount	Balance
22/07/2019	478	Lot# 1 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$47,000.06
		Total for Special Levy Income	\$47,000.06	
		Total for Administrative Fund - Other Income		\$49,143.80

Administrative Fund - Expenses**Arrears Recovery Costs**

Date	Ref.	Details	Amount	Balance
22/01/2019	300	Lot# 36 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-44.00
22/01/2019	295	Lot# 5 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-88.00
22/01/2019	298	Lot# 16 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-132.00
22/01/2019	299	Lot# 21 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-176.00
22/01/2019	297	Lot# 12 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-220.00
22/01/2019	296	Lot# 6 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-264.00
29/01/2019	301	Arrears Notice Processing (01/01/2019 - 31/01/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$264.00	\$0.00
03/02/2019	305	Lot# 21 Special Levy - 22/01/2019 - Arrears SMS - Sent 22/01/2019	\$-5.00	\$-5.00
03/02/2019	304	Lot# 16 Special Levy - 22/01/2019 - Arrears SMS - Sent 22/01/2019	\$-5.00	\$-10.00
03/02/2019	303	Lot# 12 Special Levy - 22/01/2019 - Arrears SMS - Sent 22/01/2019	\$-5.00	\$-15.00
03/02/2019	302	Lot# 6 Special Levy - 22/01/2019 - Arrears SMS - Sent 22/01/2019	\$-5.00	\$-20.00
03/02/2019	301	Lot# 5 Special Levy - 22/01/2019 - Arrears SMS - Sent 22/01/2019	\$-5.00	\$-25.00
28/02/2019	315	Lot# 30 Special Levy - Charge for arrears notice dated 28/02/2019	\$-44.00	\$-69.00
28/02/2019	314	Lot# 28 Special Levy - Charge for arrears notice dated 28/02/2019	\$-44.00	\$-113.00
28/02/2019	316	Lot# 34 Special Levy - Charge for arrears notice dated 28/02/2019	\$-44.00	\$-157.00
28/02/2019	425	Arrears Notice Processing (01/02/2019 - 28/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$220.00	\$63.00
28/02/2019	313	Lot# 13 Special Levy - Charge for arrears notice dated 28/02/2019	\$-44.00	\$19.00
28/02/2019	425	Final Notice Processing (01/02/2019 - 28/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$264.00	\$283.00
28/02/2019	308	Lot# 12 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$239.00
28/02/2019	307	Lot# 6 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$195.00
28/02/2019	306	Lot# 5 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$151.00
28/02/2019	312	Lot# 10 Special Levy - Charge for arrears notice dated 28/02/2019	\$-44.00	\$107.00
28/02/2019	309	Lot# 16 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$63.00
28/02/2019	311	Lot# 36 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$19.00
28/02/2019	310	Lot# 21 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$-25.00
03/03/2019	323	Lot# 13 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-30.00
03/03/2019	322	Lot# 10 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-35.00
03/03/2019	324	Lot# 30 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-40.00
03/03/2019	318	Lot# 6 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-45.00
03/03/2019	320	Lot# 16 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-50.00
03/03/2019	321	Lot# 21 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-55.00
03/03/2019	317	Lot# 5 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-60.00
03/03/2019	319	Lot# 12 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-65.00
05/03/2019	475	28/02/2019 - [12] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-60.00
05/03/2019	475	28/02/2019 - [10] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-55.00
05/03/2019	475	28/02/2019 - [16] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-50.00

Civium Holdings VIC

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Expenses & Other Income - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Arrears Recovery Costs (Continued)

Date	Ref.	Details	Amount	Balance
05/03/2019	475	28/02/2019 - [30] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-45.00
05/03/2019	475	28/02/2019 - [13] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-40.00
05/03/2019	475	28/02/2019 - [21] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-35.00
05/03/2019	475	28/02/2019 - [6] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-30.00
05/03/2019	475	28/02/2019 - [5] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-25.00
06/03/2019	586	22/01/2019 - Arrears SMS - Sent 22/01/2019 (01/02/2019 - 03/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-20.00
06/03/2019	586	22/01/2019 - Arrears SMS - Sent 22/01/2019 (01/02/2019 - 03/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-15.00
06/03/2019	586	22/01/2019 - Arrears SMS - Sent 22/01/2019 (01/02/2019 - 03/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-10.00
06/03/2019	586	22/01/2019 - Arrears SMS - Sent 22/01/2019 (01/02/2019 - 03/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-5.00
06/03/2019	586	22/01/2019 - Arrears SMS - Sent 22/01/2019 (01/02/2019 - 03/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$0.00
28/03/2019	859	Legal Notice Processing (01/03/2019 - 31/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$264.00	\$264.00
28/03/2019	325	Lot# 5 Special Levy - Charge for legal notice dated 28/03/2019	\$-88.00	\$176.00
28/03/2019	327	Lot# 36 Special Levy - Charge for legal notice dated 28/03/2019	\$-88.00	\$88.00
28/03/2019	330	Lot# 34 Special Levy - Charge for final notice dated 28/03/2019	\$-44.00	\$44.00
28/03/2019	326	Lot# 12 Special Levy - Charge for legal notice dated 28/03/2019	\$-88.00	\$-44.00
08/04/2019	931	28/03/2019 - [5] Arrears SMS - Sent 28/03/2019 (07/04/2019 - 07/04/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-39.00
08/04/2019	329	Lot# 12 Special Levy - 28/03/2019 - Arrears SMS - Sent 28/03/2019	\$-5.00	\$-44.00
08/04/2019	328	Lot# 5 Special Levy - 28/03/2019 - Arrears SMS - Sent 28/03/2019	\$-5.00	\$-49.00
08/04/2019	931	28/03/2019 - [12] Arrears SMS - Sent 28/03/2019 (07/04/2019 - 07/04/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-44.00
18/04/2019	331	Lot# 34 Special Levy - Charge for legal notice dated 18/04/2019	\$-88.00	\$-132.00
30/04/2019	975	Legal Notice Processing (01/04/2019 - 30/04/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$88.00	\$-44.00
31/05/2019	470	Lot# 10 Special Levy - Credit for Arrears Charge	\$49.00	\$5.00
31/05/2019	1215	Removal of Arrears charges for Lot 10, approved by Tristan (31/05/2019 - 31/05/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$-49.00	\$-44.00
11/06/2019	1423	Removal of arrears charges, Unit 5, approved by Tristan, dated 11 June 2019 (11/06/2019 - 11/06/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$-290.00	\$-334.00
11/06/2019	473	Lot# 41 Special Levy - Remove Arrears - Requested by LK	\$44.00	\$-290.00
11/06/2019	474	Lot# 5 Special Levy - Removal of arrears & interest	\$290.00	\$0.00
11/06/2019	472	Lot# 30 Special Levy - Remove Arrears - Requested by LK	\$44.00	\$44.00
11/06/2019	471	Lot# 28 Special Levy - Remove Arrears - Requested by LK	\$44.00	\$88.00

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For the Financial Period 01/01/2019 to 31/12/2019

Arrears Recovery Costs (Continued)

Date	Ref.	Details	Amount	Balance
03/08/2019	524	Lot# 36 Special Levy - 01/07/2019 - Referral to solicitor fee (Lot 36)	\$-100.00	\$-12.00
03/08/2019	525	Lot# 12 Special Levy - 01/07/2019 - Referral to solicitor fee (Lot 12)	\$-100.00	\$-112.00
05/08/2019	1724	01/07/2019 - [36] Referral to solicitor fee (Lot 36) (03/08/2019 - 03/08/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$100.00	\$-12.00
05/08/2019	1724	01/07/2019 - [12] Referral to solicitor fee (Lot 12) (03/08/2019 - 03/08/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$100.00	\$88.00
21/10/2019	527	Lot# 40 Special Levy - Charge for arrears notice dated 21/10/2019	\$-44.00	\$44.00
31/10/2019	2410	Arrears Notice Processing (01/10/2019 - 31/10/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$44.00	\$88.00
20/11/2019	626	Lot# 38 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$44.00
20/11/2019	623	Lot# 18 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$0.00
20/11/2019	625	Lot# 30 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$-44.00
20/11/2019	624	Lot# 21 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$-88.00
20/11/2019	622	Lot# 36 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$-132.00
20/11/2019	620	Lot# 41 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$-176.00
20/11/2019	621	Lot# 40 Special Levy - Charge for final notice dated 20/11/2019	\$-44.00	\$-220.00
29/11/2019	2830	Final Notice Processing (01/11/2019 - 30/11/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$44.00	\$-176.00
29/11/2019	2830	Arrears Notice Processing (01/11/2019 - 30/11/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$264.00	\$88.00
13/12/2019	674	Lot# 21 Special Levy - Charge for final notice dated 13/12/2019	\$-44.00	\$44.00
17/12/2019	675	Lot# 41 Special Levy - removal of arrears	\$44.00	\$88.00
19/12/2019	3049	Final Notice Processing (01/12/2019 - 31/12/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$44.00	\$132.00
Total for Arrears Recovery Costs			\$132.00	

Building Repairs & Maintenance

Date	Ref.	Details	Amount	Balance
12/03/2019	A.H. 190312AV	Reimbursement: Various Items (12/03/2019) DAVID CASLEY	\$549.00	\$549.00
05/08/2019	L.K. 190805AV	Reimbursement: Miscellaneous Works (29/07/2019) Anita Van Royen	\$841.38	\$1,390.38
08/08/2019	L.K. 190808AV	Reimbursement: Miscellaneous Expense (05/08/2019) Anita Van Royen	\$78.35	\$1,468.73
Total for Building Repairs & Maintenance			\$1,468.73	

Bundled Disbursements

Date	Ref.	Details	Amount	Balance
01/01/2019	223	Bundled Disbursements (01/01/2019 - 31/01/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$170.63	\$170.63
01/01/2019	CORRECTIONS 18-19	Adj FC: Bundled Disbursements CIVIUM HOLDINGS (VIC) PTY LTD	\$-170.63	\$0.00
01/02/2019	341	Bundled Disbursements (01/02/2019 - 28/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$170.63	\$170.63
01/03/2019	626	Bundled Disbursements (01/03/2019 - 31/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$170.63	\$341.26
01/04/2019	787	Bundled Disbursements (01/04/2019 - 30/04/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$170.63	\$511.89
01/05/2019	1084	Bundled Disbursements (01/05/2019 - 31/05/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$170.63	\$682.52
04/06/2019	1352	Bundled Disbursements (01/06/2019 - 30/06/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$179.16	\$861.68

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Bundled Disbursements (Continued)

Date	Ref.	Details	Amount	Balance
08/07/2019	1634	Bundled Disbursements (01/07/2019 - 31/07/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$179.16	\$1,040.84
31/12/2019	CORRECTIONS 18-19	Adj FC: Bundled Disbursements CIVIUM HOLDINGS (VIC) PTY LTD	\$-1,211.47	\$-170.63
		Total for Bundled Disbursements	\$-170.63	

Cleaning

Date	Ref.	Details	Amount	Balance
10/01/2019	00005174	Cleaning Dec 18 & Jan 19 BROOKS CLEANING SERVICES	\$500.00	\$500.00
08/02/2019	00005192	Cleaning Jan 19 & Feb 19 BROOKS CLEANING SERVICES	\$500.00	\$1,000.00
12/03/2019	00005197	Cleaning Feb 19 BROOKS CLEANING SERVICES	\$500.00	\$1,500.00
21/03/2019	00005206	Cleaning Feb 19 & Mar 19 BROOKS CLEANING SERVICES	\$600.00	\$2,100.00
03/04/2019	00005209	Cleaning Mar 19 BROOKS CLEANING SERVICES	\$400.00	\$2,500.00
11/04/2019	00005217	Cleaning Apr 19 BROOKS CLEANING SERVICES	\$400.00	\$2,900.00
25/04/2019	00005222	Cleaning Apr 19 BROOKS CLEANING SERVICES	\$400.00	\$3,300.00
09/05/2019	00005229	Cleaning Apr 19 & May 19 BROOKS CLEANING SERVICES	\$400.00	\$3,700.00
22/05/2019	00005233	Cleaning May 19 BROOKS CLEANING SERVICES	\$400.00	\$4,100.00
05/06/2019	00005241	Cleaning May 19 & Jun 19 BROOKS CLEANING SERVICES	\$400.00	\$4,500.00
05/07/2019	00005254	Cleaning Jun 19 & Jul 19 BROOKS CLEANING SERVICES	\$400.00	\$4,900.00
25/07/2019	00005257	Cleaning Jul 19 BROOKS CLEANING SERVICES	\$640.00	\$5,540.00
10/08/2019	00005267	Cleaning Jul 19 & Aug 19 BROOKS CLEANING SERVICES	\$640.00	\$6,180.00
24/08/2019	00005269	Cleaning Aug 19 BROOKS CLEANING SERVICES	\$640.00	\$6,820.00
10/09/2019	00005281	Cleaning Aug 19 & Sep 19 BROOKS CLEANING SERVICES	\$320.00	\$7,140.00
20/09/2019	00005285	Cleaning Sep 19 BROOKS CLEANING SERVICES	\$320.00	\$7,460.00
04/10/2019	00005288	Cleaning Sep 19 BROOKS CLEANING SERVICES	\$320.00	\$7,780.00
22/10/2019	00005297	Cleaning Oct 19 BROOKS CLEANING SERVICES	\$320.00	\$8,100.00
30/10/2019	00005301	Cleaning Oct 19 BROOKS CLEANING SERVICES	\$320.00	\$8,420.00
13/11/2019	00005306	Cleaning Nov 19 BROOKS CLEANING SERVICES	\$320.00	\$8,740.00
27/11/2019	00005311	Cleaning Nov 19 BROOKS CLEANING SERVICES	\$320.00	\$9,060.00
12/12/2019	00005318	Cleaning BROOKS CLEANING SERVICES	\$320.00	\$9,380.00
19/12/2019	00005321	Cleaning BROOKS CLEANING SERVICES	\$480.00	\$9,860.00
		Total for Cleaning	\$9,860.00	

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Electricity - Utility

Date	Ref.	Details	Amount	Balance
10/01/2019	10185760343-20/12/18	Electricity 19/11/2018 - 18/12/2018 ALINTA ENERGY RETAIL SALES PTY. LTD. - BPAY 168930	\$711.79	\$711.79
23/01/2019	703062213394019 94241-22/11/18	Final Bill Payment Electricity 21/08/2018 - 18/11/2018 AGL 208868	\$3,276.11	\$3,987.90
21/03/2019	10185760343-18/03/19	Electricity 19/12/2018-15/03/2019 ALINTA ENERGY RETAIL SALES PTY. LTD. - BPAY 168930	\$952.92	\$4,940.82
14/06/2019	10185760343-11/06/19	Electricity 16/03/2019-09/06/2019 ALINTA ENERGY RETAIL SALES PTY. LTD. - BPAY 168930	\$2,491.64	\$7,432.46
10/09/2019	10185760343-06/09/19	Electricity 10/06/2019-03/09/2019 ALINTA ENERGY	\$4,969.81	\$12,402.27
05/12/2019	10185760343-02/12/19	Electricity 04/09/2019-01/12/2019 ALINTA ENERGY RETAIL SALES PTY. LTD. - BPAY 168930	\$3,582.10	\$15,984.37
Total for Electricity - Utility			\$15,984.37	

Essential Services

Date	Ref.	Details	Amount	Balance
08/01/2019	00041292	Essential Services Jan 19 CCM FACILITIES	\$198.28	\$198.28
25/01/2019	00041576	Consumables supplied Jan 19 CCM FACILITIES	\$88.00	\$286.28
02/02/2019	00041810	Essential Services Feb 19 CCM FACILITIES	\$198.28	\$484.56
05/03/2019	00044610	Essential Services Mar 19 CCM FACILITIES	\$198.28	\$682.84
13/03/2019	00044753	Alarm Investigation CCM FACILITIES	\$418.00	\$1,100.84
15/03/2019	00044797	Alarm investigation CCM FACILITIES	\$1,040.60	\$2,141.44
03/04/2019	00045164	Essential Services Apr 19 CCM FACILITIES	\$198.28	\$2,339.72
02/05/2019	00045647	Essential Services May 19 CCM FACILITIES	\$198.28	\$2,538.00
04/06/2019	00046255	Essential Services Jun 19 CCM FACILITIES	\$198.28	\$2,736.28
03/07/2019	00046671	Essential Services Jul 19 CCM FACILITIES	\$198.28	\$2,934.56
24/08/2019	00047179	Essential Services Aug 19 CCM FACILITIES	\$198.28	\$3,132.84
24/08/2019	00046881	Supplying logbooks (06/07/2019) CCM FACILITIES	\$88.00	\$3,220.84
24/08/2019	00046500	Fire Extinguisher Replacement (17/06/2019) CCM FACILITIES	\$946.00	\$4,166.84
24/08/2019	00046821	Sprinkler Spanner Replacement CCM FACILITIES	\$151.80	\$4,318.64
06/09/2019	00047569	Essential Services Sep 19 CCM FACILITIES	\$198.28	\$4,516.92
04/10/2019	00048090	Essential Services Oct 19 CCM FACILITIES	\$198.28	\$4,715.20
07/11/2019	00048584	Essential Services Nov 19 CCM FACILITIES	\$198.28	\$4,913.48

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Essential Services (Continued)

Date	Ref.	Details	Amount	Balance
13/11/2019	00048772	Sprinkler Valve Replacement (11/11/2019) CCM FACILITIES	\$1,730.30	\$6,643.78
13/11/2019	00048771	Sprinkler Valve Isolation (11/11/2019) CCM FACILITIES	\$2,384.53	\$9,028.31
19/11/2019	00048815	Consumables supplied (04/11/2019) CCM FACILITIES	\$70.40	\$9,098.71
04/12/2019	00048964	Essential Services Dec 19 CCM FACILITIES	\$198.28	\$9,296.99
		Total for Essential Services	\$9,296.99	

Fire Alarm Monitoring

Date	Ref.	Details	Amount	Balance
14/03/2019	751924	Fire Alarm Monitoring 10/03/2019 - 09/03/2020 ADT Fire Monitoring	\$1,753.22	\$1,753.22
		Total for Fire Alarm Monitoring	\$1,753.22	

Gardens & Grounds

Date	Ref.	Details	Amount	Balance
18/01/2019	401-02551	Garden Maintenance (29/12/2018) Jim's Mowing - North Carrum	\$360.00	\$360.00
02/02/2019	2931	Tree Services (26/11/2018) O'CONNORS TREE SERVICES	\$2,860.00	\$3,220.00
12/02/2019	401-02587	Garden Maintenance (22/01/2019) Jim's Mowing - North Carrum	\$360.00	\$3,580.00
14/03/2019	IV00000000265	Garden Maintenance (20/02/2019) Jim's Mowing - North Carrum	\$360.00	\$3,940.00
04/04/2019	IV00000000317	Garden Maintenance (21/03/2019) Jim's Mowing - North Carrum	\$360.00	\$4,300.00
22/06/2019	IV00000000383	Garden Maintenance (14/05/2019) Jim's Mowing - North Carrum	\$360.00	\$4,660.00
24/08/2019	IV00000000413	Garden Maintenance (13/06/2019) Jim's Mowing - North Carrum	\$360.00	\$5,020.00
24/08/2019	IV00000000467	Garden Maintenance (29/07/2019) Jim's Mowing - North Carrum	\$360.00	\$5,380.00
04/09/2019	IV00000000354	Garden Maintenance (12/04/2019) Jim's Mowing - North Carrum	\$360.00	\$5,740.00
12/09/2019	IV00000000477	Garden Maintenance (30/08/2019) Jim's Mowing - North Carrum	\$360.00	\$6,100.00
23/10/2019	IV00000000507	Garden Maintenance (27/09/2019) Jim's Mowing - North Carrum	\$360.00	\$6,460.00
13/11/2019	IV00000000542	Garden Maintenance (25/10/2019) Jim's Mowing - North Carrum	\$360.00	\$6,820.00
13/12/2019	IV00000000593	Gardens & Grounds Jim's Mowing - North Carrum	\$360.00	\$7,180.00
		Total for Gardens & Grounds	\$7,180.00	

Gas - Utility

Date	Ref.	Details	Amount	Balance
23/02/2019	7030622133-20/02/19	Gas 15/12/2018-18/02/2019 AGL BPAY 208868	\$839.53	\$839.53
09/04/2019	4	Adjustment - PS643381 AGL Gas Oct-Dec 18	\$545.89	\$1,385.42
30/04/2019	7030622133-24/04/19	Gas 19/02/2019-18/04/2019 AGL 208868	\$743.22	\$2,128.64
26/06/2019	7030622133-24/06/19	Gas 19/04/2019-20/06/2019 AGL BPAY 208868	\$992.41	\$3,121.05

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Gas - Utility (Continued)

Date	Ref.	Details	Amount	Balance
08/09/2019	7030622133-23/08/19	Gas 21/06/2019-19/08/2019 AGL BPAY 208868	\$1,220.94	\$4,341.99
22/10/2019	7030622133-18/10/19	Gas 20/08/2019-16/10/2019 AGL BPAY 208868	\$1,195.76	\$5,537.75
		Total for Gas - Utility	\$5,537.75	

General Repairs & Maintenance

Date	Ref.	Details	Amount	Balance
25/07/2019	347	Supply & Install timber door (08/07/2019) NOVELLO ENTERPRISES P/L 7.85 MTD	\$502.70	\$502.70
30/07/2019	INV-1185	Call out due to issue with circuits breakers (02/07/2019) THOMPSON ELECTRICAL SOLUTIONS PTY LTD	\$559.00	\$1,061.70
31/07/2019	84	Painting unit 45 (31/07/2019) NEIL PETER VENNI	\$2,000.00	\$3,061.70
04/09/2019	INV-2328	LED Tube lights (24/07/2019) ENERGY MAKEOVERS PTY LTD	\$90.00	\$3,151.70
08/11/2019	1326	Wire and installed PE cell to switch bank (04/11/2019) THOMPSON ELECTRICAL SOLUTIONS PTY LTD	\$1,565.00	\$4,716.70
		Total for General Repairs & Maintenance	\$4,716.70	

Gutter Cleaning

Date	Ref.	Details	Amount	Balance
28/08/2019	57253A	Gutter Cleaning (26/08/2019) PORTERVAC	\$1,250.00	\$1,250.00
		Total for Gutter Cleaning	\$1,250.00	

Insurance Premiums

Date	Ref.	Details	Amount	Balance
01/03/2019	251306	Residential Strata Insurance 27/02/2019-27/02/2020 Hanan Insurance Group	\$5,595.26	\$5,595.26
31/05/2019	266892	Residential Strata Insurance 23/05/2019-27/02/2020 Hanan Insurance Group	\$184.81	\$5,780.07
		Total for Insurance Premiums	\$5,780.07	

Keys and Locks

Date	Ref.	Details	Amount	Balance
25/07/2019	INV-2256	Keys and Locks (19/07/2019) SAFETEC LOCKSMITHS	\$593.89	\$593.89
06/09/2019	21322	Keys and Locks (02/08/2019) Nash Locksmiths	\$302.18	\$896.07
		Total for Keys and Locks	\$896.07	

Legal Expenses

Date	Ref.	Details	Amount	Balance
18/01/2019	917569	Legal Expenses Lease Termination (30/11/2018) HWL Ebsworth Lawyers	\$10,549.19	\$10,549.19
02/02/2019	202579	Legal Expenses 01/11/2018 - 31/12/2018 Watsons	\$4,149.75	\$14,698.94
14/02/2019	937448	Legal Expenses Lease Termination (31/01/2019) HWL Ebsworth Lawyers	\$306.35	\$15,005.29
26/02/2019	202670	Legal Expenses 01/01/2019 - 31/01/2019 Watsons	\$495.00	\$15,500.29
08/03/2019	942577	Legal Expenses Lease Termination (26/02/2019) HWL Ebsworth Lawyers	\$6,747.06	\$21,247.35

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Legal Expenses (Continued)

Date	Ref.	Details	Amount	Balance
15/03/2019	930819	Legal Expenses Lease Termination (15/01/2019) HWL Ebsworth Lawyers	\$482.35	\$21,729.70
21/03/2019	00000276	Legal Expenses Sep - Nov 18 DINESH RATNAM	\$5,468.65	\$27,198.35
24/03/2019	927747	Legal Expenses Lease Termination (21/12/2018) HWL Ebsworth Lawyers	\$4,858.15	\$32,056.50
26/03/2019	202752	Legal Expenses 01/02/2019 - 28/02/2019 Watsons	\$3,426.50	\$35,483.00
11/04/2019	957353	Legal Expenses Lease Termination (29/03/2019) HWL Ebsworth Lawyers	\$3,222.45	\$38,705.45
19/04/2019	202833	Legal Expenses 01/03/2019 - 31/03/2019 Watsons	\$4,987.13	\$43,692.58
02/07/2019	977180	Legal Expenses Lease Termination (23/05/2019) HWL Ebsworth Lawyers	\$459.25	\$44,151.83
04/07/2019	00557225	Legal Expenses (22/11/2017) Svenson Barristers	\$3,270.00	\$47,421.83
04/07/2019	202918	Legal Expenses 01/04/2019 - 30/04/2019 Watsons	\$7,562.50	\$54,984.33
10/07/2019	301553	Legal Expenses - Lot 36 Inv 301553 (02/07/2019) Collection Corporation of Australia (CCA)	\$37.40	\$55,021.73
10/07/2019	301550	Legal Expenses - Lot 12 Inv 301550 (02/07/2019) Collection Corporation of Australia (CCA)	\$37.40	\$55,059.13
10/07/2019	476	Lot# 36 Special Levy - Legal Expenses - Lot 36 Inv 301553	\$-37.40	\$55,021.73
10/07/2019	477	Lot# 12 Special Levy - Legal Expenses - Lot 12 Inv 301550	\$-37.40	\$54,984.33
25/07/2019	00000091	Legal Expenses (13/07/2018) Svenson Barristers	\$4,400.00	\$59,384.33
10/08/2019	995624	Legal Expenses Lease Termination (28/06/2019) HWL Ebsworth Lawyers	\$2,299.55	\$61,683.88
17/08/2019	202997	Legal Expenses 01/05/2019 - 31/05/2019 Watsons	\$4,675.00	\$66,358.88
20/08/2019	00006729	Legal Expenses (30/11/2018) Svenson Barristers	\$3,410.00	\$69,768.88
22/08/2019	1006225	Legal Expenses Lease Termination (31/07/2019) HWL Ebsworth Lawyers	\$421.85	\$70,190.73
04/09/2019	306684	Legal Expenses- Lot 36 Inv 306684 Collection Corporation of Australia (CCA)	\$220.00	\$70,410.73
05/09/2019	526	Lot# 36 Special Levy - Legal Expenses- Lot 36 Inv 306684	\$-220.00	\$70,190.73
11/09/2019	1017975	Legal Expenses Lease Termination (30/08/2019) HWL Ebsworth Lawyers	\$651.20	\$70,841.93
12/12/2019	1047615	Consultant Fees HWL Ebsworth Lawyers	\$440.00	\$71,281.93
Total for Legal Expenses			\$71,281.93	

Management Fee

Date	Ref.	Details	Amount	Balance
01/01/2019	223	Management Fee (01/01/2019 - 31/01/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$918.75	\$918.75
01/01/2019	CORRECTIONS 18-19	Adj FC: Management Fee CIVIUM HOLDINGS (VIC) PTY LTD	\$327.24	\$1,245.99
01/02/2019	341	Management Fee (01/02/2019 - 28/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$918.75	\$2,164.74
01/03/2019	626	Management Fee (01/03/2019 - 31/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$918.75	\$3,083.49
01/04/2019	787	Management Fee (01/04/2019 - 30/04/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$918.75	\$4,002.24
01/05/2019	1084	Management Fee (01/05/2019 - 31/05/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$918.75	\$4,920.99

Civium Holdings VIC

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Expenses & Other Income - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Management Fee (Continued)

Date	Ref.	Details	Amount	Balance
04/06/2019	1352	Management Fee (01/06/2019 - 30/06/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$964.69	\$5,885.68
08/07/2019	1634	Management Fee (01/07/2019 - 31/07/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$964.69	\$6,850.37
07/08/2019	1830	Management Fee (01/08/2019 - 31/08/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$843.33	\$7,693.70
24/09/2019	2025	Management Fee (01/09/2019 - 30/09/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$1,308.29	\$9,001.99
14/10/2019	2202	Management Fee (01/10/2019 - 31/10/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$1,308.29	\$10,310.28
05/11/2019	2674	Management Fee (01/11/2019 - 30/11/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$1,308.29	\$11,618.57
04/12/2019	2973	Management Fee (01/12/2019 - 31/12/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$1,308.29	\$12,926.86
31/12/2019	CORRECTIONS 18-19	Adj FC: Management Fee CIVIUM HOLDINGS (VIC) PTY LTD	\$2,975.22	\$15,902.08
Total for Management Fee			\$15,902.08	

Plumbing & Drainage

Date	Ref.	Details	Amount	Balance
21/02/2019	515	Plumbing & Drainage (14/02/2019) Ironmongers	\$632.50	\$632.50
24/05/2019	9484	Plumbing & Drainage (20/05/2019) Gallant Plumbing	\$181.50	\$814.00
18/06/2019	560	Plumbing & Drainage (14/06/2019) Ironmongers	\$5,500.00	\$6,314.00
20/06/2019	9194	Plumbing & Drainage (07/05/2019) Gallant Plumbing	\$247.32	\$6,561.32
03/07/2019	571	Plumbing & Drainage (26/06/2019) Ironmongers	\$1,569.70	\$8,131.02
16/07/2019	583	Plumbing & Drainage (15/07/2019) Ironmongers	\$913.00	\$9,044.02
23/07/2019	584	Plumbing & Drainage (18/07/2019) Ironmongers	\$317.90	\$9,361.92
15/11/2019	INV-4455	Plumbing & Drainage (29/10/2019) COMPLETE PROPERTY SOLUTIONS (AUST) PTY LTD	\$865.00	\$10,226.92
Total for Plumbing & Drainage			\$10,226.92	

Rent Expenses

Date	Ref.	Details	Amount	Balance
20/08/2019	PS409045Y/0718	U45 Jul 18 Virginia Scharnberg	\$1,222.04	\$1,222.04
20/08/2019	PS409045Y/0918U 45	U45 Sep 18 Virginia Scharnberg	\$830.25	\$2,052.29
20/08/2019	PS409045Y/0818	U41 Aug 18 Virginia Scharnberg	\$830.25	\$2,882.54
20/08/2019	PS409045Y/0918	U41 Sep 18 Virginia Scharnberg	\$830.25	\$3,712.79
20/08/2019	PS409045Y/1018	U41 Oct 18 Virginia Scharnberg	\$830.25	\$4,543.04
20/08/2019	PS409045Y/0819	U45 Aug 18 Virginia Scharnberg	\$1,222.04	\$5,765.08
20/08/2019	PS409045Y/0718	U41 July 18 Virginia Scharnberg	\$830.25	\$6,595.33
20/08/2019	PS409045Y/1018	U45 Oct 18 Virginia Scharnberg	\$1,222.04	\$7,817.37

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Expenses & Other Income - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Rent Expenses (Continued)

Date	Ref.	Details	Amount	Balance
29/08/2019	PS409045Y/0119	U45 Jan 19 <i>Virginia Scharnberg</i>	\$1,222.04	\$9,039.41
29/08/2019	PS409045Y/0119U 41	U41 Jan 19 <i>Virginia Scharnberg</i>	\$830.25	\$9,869.66
29/08/2019	PS409045Y/0219U 45	U45 Feb 19 <i>Virginia Scharnberg</i>	\$1,222.04	\$11,091.70
29/08/2019	PS409045Y/1218U 41	U41 Dec 18 <i>Virginia Scharnberg</i>	\$830.25	\$11,921.95
29/08/2019	PS409045Y/1118	U41 Nov 18 <i>Virginia Scharnberg</i>	\$830.25	\$12,752.20
29/08/2019	PS409045Y/0219	U41 Feb 19 <i>Virginia Scharnberg</i>	\$830.25	\$13,582.45
29/08/2019	PS409045Y/1218	U45 Dec 18 <i>Virginia Scharnberg</i>	\$1,222.04	\$14,804.49
29/08/2019	PS409045Y/1118U 45	U45 Nov 18 <i>Virginia Scharnberg</i>	\$1,222.04	\$16,026.53
02/09/2019	PS409045Y/0918.1	U45 Short Paid First Invoice Sep 19 <i>Virginia Scharnberg</i>	\$391.79	\$16,418.32
12/09/2019	PS409045Y/0319	U41 March 19 <i>Virginia Scharnberg</i>	\$830.25	\$17,248.57
12/09/2019	PS409045Y/0319	U45 March 19 <i>Virginia Scharnberg</i>	\$1,222.04	\$18,470.61
23/09/2019	PS409045Y/0419	U45 April 19 <i>Virginia Scharnberg</i>	\$1,222.04	\$19,692.65
03/10/2019	PS409045Y/0419U 41	U41 April 19 <i>Virginia Scharnberg</i>	\$830.25	\$20,522.90
23/10/2019	U45190501	U45 May 19 <i>Virginia Scharnberg</i>	\$1,222.04	\$21,744.94
23/10/2019	U41190501	U41 May 19 <i>Virginia Scharnberg</i>	\$830.25	\$22,575.19
01/11/2019	U45190601	U45 Jun 19 <i>Virginia Scharnberg</i>	\$1,222.04	\$23,797.23
01/11/2019	U41190601	U41 Jun 19 <i>Virginia Scharnberg</i>	\$830.25	\$24,627.48
09/11/2019	U45190701	U45 Jul 19 <i>Virginia Scharnberg</i>	\$1,222.04	\$25,849.52
09/11/2019	U41190701	U41 Jul 19 <i>Virginia Scharnberg</i>	\$830.25	\$26,679.77
13/11/2019	U41190801	U41 Aug 19 <i>Virginia Scharnberg</i>	\$830.25	\$27,510.02
13/11/2019	U45190801	U45 Aug 19 <i>Virginia Scharnberg</i>	\$1,222.04	\$28,732.06
13/11/2019	U41190901	U41 Sep 19 <i>Virginia Scharnberg</i>	\$830.25	\$29,562.31
13/11/2019	U45190901	U45 Sep 19 <i>Virginia Scharnberg</i>	\$1,222.04	\$30,784.35
15/11/2019	U45191101	U45 Nov 19 <i>Virginia Scharnberg</i>	\$1,222.04	\$32,006.39
15/11/2019	U41191001	U41 Oct 19 <i>Virginia Scharnberg</i>	\$830.25	\$32,836.64
15/11/2019	U45191001	U45 Oct 19 <i>Virginia Scharnberg</i>	\$1,222.04	\$34,058.68

Civium Holdings VIC

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Expenses & Other Income - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Rent Expenses (Continued)

Date	Ref.	Details	Amount	Balance
15/11/2019	U41191101	U41 Nov 19 Virginia Scharnberg	\$830.25	\$34,888.93
11/12/2019	U41191201	U41 Dec 19 Virginia Scharnberg	\$830.25	\$35,719.18
12/12/2019	U45191201	Rent Expenses Virginia Scharnberg	\$1,222.04	\$36,941.22
Total for Rent Expenses			\$36,941.22	

Roofing Repairs & Maintenance

Date	Ref.	Details	Amount	Balance
29/11/2019	925	Roof Repair (26/11/2019) Domain Maintenance & Construction	\$2,068.00	\$2,068.00
Total for Roofing Repairs & Maintenance			\$2,068.00	

Sundry Expenses

Date	Ref.	Details	Amount	Balance
12/08/2019	L.K. 190812AV	Reimbursement: Misc Anita (08/08/2019) LEON KATZ	\$40.00	\$40.00
21/11/2019	L.K. 191121AV	Reimbursement: Misc (19/11/2019) Geoffrey Keenan	\$45.59	\$85.59
Total for Sundry Expenses			\$85.59	

Taxation Reporting (Civium)

Date	Ref.	Details	Amount	Balance
31/12/2019	CORRECTIONS 18-19	Adj FC: Tax Preparation CIVIUM HOLDINGS (VIC) PTY LTD	\$143.00	\$143.00
Total for Taxation Reporting (Civium)			\$143.00	

Trades Compliance

Date	Ref.	Details	Amount	Balance
01/01/2019	223	Trades Compliance (01/01/2019 - 31/01/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.17	\$9.17
01/02/2019	341	Trades Compliance (01/02/2019 - 28/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.17	\$18.34
01/03/2019	626	Trades Compliance (01/03/2019 - 31/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.17	\$27.51
01/04/2019	787	Trades Compliance (01/04/2019 - 30/04/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.17	\$36.68
01/05/2019	1084	Trades Compliance (01/05/2019 - 31/05/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.17	\$45.85
04/06/2019	1352	Trades Compliance (01/06/2019 - 30/06/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.63	\$55.48
08/07/2019	1634	Trades Compliance (01/07/2019 - 31/07/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.63	\$65.11
31/12/2019	CORRECTIONS 18-19	Adj FC: Trades Compliance CIVIUM HOLDINGS (VIC) PTY LTD	\$-65.11	\$0.00
Total for Trades Compliance			\$0.00	

Civium Holdings VIC

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Expenses & Other Income - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Waste collection

Date	Ref.	Details	Amount	Balance
08/01/2019	090692881812	Trade Waste Dec 18 <i>JJ Richards & Sons</i>	\$581.40	\$581.40
02/02/2019	090692881901	Trade Waste Jan 19 <i>JJ Richards & Sons</i>	\$244.80	\$826.20
02/03/2019	090692881902	Trade Waste Feb 19 <i>JJ Richards & Sons</i>	\$244.80	\$1,071.00
04/04/2019	090692881903	Trade Waste Mar 19 <i>JJ Richards & Sons</i>	\$306.00	\$1,377.00
04/06/2019	090692881905	Trade Waste May 19 <i>JJ Richards & Sons</i>	\$244.80	\$1,621.80
12/07/2019	090692881906	Trade Waste Jun 19 <i>JJ Richards & Sons</i>	\$550.80	\$2,172.60
11/08/2019	090692881907	Trade Waste Jul 19 <i>JJ Richards & Sons</i>	\$280.20	\$2,452.80
10/09/2019	090692881908	Trade Waste Aug 19 <i>JJ Richards & Sons</i>	\$315.60	\$2,768.40
09/10/2019	090692881909	Trade Waste Sep 19 <i>JJ Richards & Sons</i>	\$394.50	\$3,162.90
30/10/2019	090692881910	Trade Waste Oct 19 <i>JJ Richards & Sons</i>	\$315.60	\$3,478.50
28/11/2019	090692881911	Trade Waste Nov 19 <i>JJ Richards & Sons</i>	\$315.60	\$3,794.10
Total for Waste collection			\$3,794.10	

Water - Utility

Date	Ref.	Details	Amount	Balance
14/02/2019	6357203-25/01/19	Water Rates 23/10/2018-22/01/2019 <i>SOUTH EAST WATER</i>	\$527.70	\$527.70
02/05/2019	6357203-29/04/19	Water Rates 22/01/2019-23/04/2019 <i>SOUTH EAST WATER</i>	\$478.80	\$1,006.50
10/08/2019	6357203-24/07/19	Water Rates 23/04/2019-19/07/2019 <i>SOUTH EAST WATER</i>	\$752.05	\$1,758.55
29/10/2019	6357203-24/10/19	Water Rates 19/07/2019-23/10/2019 <i>SOUTH EAST WATER</i>	\$1,463.45	\$3,222.00
Total for Water - Utility			\$3,222.00	

Total for Administrative Fund - Expenses**\$207,350.11****Maintenance Fund - Other Income****Total for Maintenance Fund - Other Income****\$0.00****Maintenance Fund - Expenses****Total for Maintenance Fund - Expenses****\$0.00**

Civium Holdings VIC
Proposed Budget for Owners Corporation PS409045Y

14 Sandpiper Place FRANKSTON

Prepared by Civium Holdings VIC (ABN 35135248047)
 39/574 Plummer Street PORT MELBOURNE VIC 3207 Ph 1300724256 Fax

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Administrative Fund	Proposed Budget	Current Actual	Current Budget
	(01/01/2020-31/12/2020)	(01/01/2019-31/12/2019)	(01/01/2019-31/12/2019)
Expense			
Accounting Service Provision/ATO Compliance	\$0.00	\$0.00	\$540.00
Arrears Recovery Costs	\$0.00	\$132.00	\$0.00
Audit Fees	\$0.00	\$0.00	\$506.00
Bank Charges (Transaction Fees)	\$0.00	\$0.00	\$0.00
Banking Management	\$0.00	\$0.00	\$540.00
Building Repairs & Maintenance	\$0.00	\$1,468.73	\$0.00
Bundled Disbursements	\$2,100.00	\$(170.63)	\$2,100.00
Cleaning	\$10,000.00	\$9,860.00	\$5,000.00
Consultant Fees	\$0.00	\$0.00	\$0.00
Electricity - Utility	\$16,000.00	\$15,984.37	\$7,000.00
Essential Services	\$5,000.00	\$9,296.99	\$2,500.00
Fencing Repairs & Maintenance	\$0.00	\$0.00	\$0.00
Fire Alarm Monitoring	\$1,980.00	\$1,753.22	\$1,800.00
Fire Protection - Repairs/Replacements	\$0.00	\$0.00	\$0.00
GST Payment/Refund*	\$0.00	\$0.00	\$0.00
Gardens & Grounds	\$4,500.00	\$7,180.00	\$4,320.00
Gas - Utility	\$6,500.00	\$5,537.75	\$4,500.00
General Repairs & Maintenance	\$5,000.00	\$4,716.70	\$7,884.00
Gutter Cleaning	\$1,300.00	\$1,250.00	\$0.00
Insurance Premiums	\$6,000.00	\$5,780.07	\$5,500.00
Keeping of Keys & Swipe Cards	\$0.00	\$0.00	\$0.00
Keys and Locks	\$1,800.00	\$896.07	\$0.00
Legal Expenses	\$0.00	\$71,281.93	\$40,000.00
Management Fee	\$13,000.00	\$15,902.08	\$11,960.00
Plumbing & Drainage	\$5,000.00	\$10,226.92	\$1,500.00
Public Officer	\$0.00	\$0.00	\$110.00
Rent Expenses	\$0.00	\$36,941.22	\$0.00
Roofing Repairs & Maintenance	\$0.00	\$2,068.00	\$0.00
Security	\$3,000.00	\$0.00	\$0.00
Sundry Expenses	\$0.00	\$85.59	\$0.00
Tax Return and Public Officer Fee	\$0.00	\$0.00	\$0.00
Taxation Reporting (Civium)	\$0.00	\$143.00	\$0.00
Trades Compliance	\$99.00	\$0.00	\$240.00
Transfer Between Funds	\$0.00	\$0.00	\$0.00
Waste collection	\$7,500.00	\$3,794.10	\$4,000.00
Water - Utility	\$6,000.00	\$3,222.00	\$0.00
TOTAL ADMIN FUND	\$94,779.00	\$207,350.11	\$100,000.00
Increase/Reduce ADMIN FUND	\$5,221.00	\$0.00	\$0.00
TOTAL ADMIN BUDGET	\$100,000.00		\$100,000.00

Civium Holdings VIC
Proposed Budget for Owners Corporation PS409045Y
14 Sandpiper Place FRANKSTON

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Maintenance Fund	Proposed Budget	Current Actual	Current Budget
	(01/01/2020-31/12/2020)	(01/01/2019-31/12/2019)	(01/01/2019-31/12/2019)
Expense			
Fire Protection Replacement/Upgrade	\$0.00	\$0.00	\$0.00
Maintenance Fund Levy	\$10,000.00	\$0.00	\$0.00
Transfer Between Funds	\$0.00	\$0.00	\$0.00
TOTAL MAINT FUND	\$10,000.00	\$0.00	\$0.00
TOTAL MAINT BUDGET	\$10,000.00		\$0.00

Rules for Owners Corporation PS409045Y

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—
 - a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
 - a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

4.2 Leasing where the whole subdivision has a designated use

All Owners of a lot on the Plan of Subdivision must grant a Lease of their lot to the Owners Corporation on terms and conditions as prescribed by the Owners Corporation from time to time.

Example

Where the Plan of Subdivision has or will have a designated purpose of use e.g. A Supported Residential Service, Refuge, Immigrant Accommodation Centre, Student Residential College and the tenant is required to have full control, the lot owners would be required to enter a lease covering all lots and the common area.

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.



PLANNING PERMIT

FORM 4 Section 63 & 86

PERMIT NUMBER:	148/2018/P
RESPONSIBLE AUTHORITY:	Frankston City Council
PLANNING SCHEME:	Frankston Planning Scheme
ADDRESS OF THE LAND:	14 Sandpiper Place, Frankston 3199
THE PERMIT ALLOWS:	Use of the land for a Residential building for student accommodation

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Plans

1. Before the use and/or development starts, 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 substantially in accordance with the plans submitted with the application prepared by Kevin Thielking, Ref: 17001, Floor Plan, A1.0 dated December 2017 and Site Layout Plan prepared by Watsons, 29 November 2016, No. 36919SL-A, Sheet 1 of 1, but modified to show:
 - (a) Dimensions of all rooms;
 - (b) Internal layout of each room including fixtures and fittings;
 - (c) A communal dining and lounge room;
 - (d) Storage facilities for each dwelling;
 - (e) Location of clothes lines;
 - (f) Provision of a security pedestrian gate to provide controlled access to the open space area along the northern property boundary to bedsits 31-40;
 - (g) An Operational Management Plan in accordance with condition 7;
 - (h) A Waste Management Plan in accordance with condition 13.

No Alteration or Changes

2. The use as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.

Use

Date Issued: 4 December 2018

Signature for the

Responsible Authority

AP Sorenson



PLANNING PERMIT

PERMIT NUMBER: 148/2018/P

Conditions Continued –

3. With the exception of the on-site Manager, occupation of each room is for the exclusive use of students enrolled and attending at a tertiary or TAFE institution and to be vacated within three months of that student's completion of studies, to the satisfaction of the Responsible Authority.
4. All rooms shall be managed by a single management entity and shall not be leased or otherwise managed other than under the control of that management entity.
5. With the exception of the Manager's dwelling and the communal rooms, no student room is to be equipped with a kitchen sink or fixed cooking facilities.

Operational Management Plan

6. Upon the commencement of the use of the building for Student Accommodation, a Manager must be present on the land at all times. The responsibilities of the manager's role are to be clearly set out in the Operational Management Plan to Council's satisfaction.
7. Prior to the commencement of the use, an Operational Management Plan must be submitted to and approved by the Responsible Authority. When approved, the Management Plan will be endorsed and will then form part of this permit. The plan must include:
 - a) Permanent display of the Operational Management Plan in a common area.
 - b) The name and contact details and experience of the person responsible for the day to day management of the premises;
 - c) A requirement for a sign to be displayed in a location visible to the public detailing the name and contact details of the person who can be contacted to respond to incidents in the immediate area;
 - d) Details of the terms of accommodation and maximum number of persons to be accommodated on-site and within each room.
 - e) Requirement for recording of evidence that all occupants are bona fide students by the manager;
 - f) No student room is to be equipped with a kitchen sink or fixed cooking facilities.
 - g) General terms and conditions of the rental accommodation;
 - h) Responsibility for the perpetual maintenance of the building and car parking area and maintenance of all common property landscaping areas;
 - i) Procedures for the management and/or allocation of the car spaces to students. A register that documents the allocation of car spaces;
 - j) House rules regarding occupancy and behaviour of students and visitors, and grievance procedures;
 - k) House rules for the use of communal areas;

Date Issued: 4 December 2018

Signature for the
Responsible Authority

AP Sorenson



PLANNING PERMIT

PERMIT NUMBER: 148/2018/P

Conditions Continued –

- l) Resolution process for disputes between students;
- m) Critical Incident Management and Emergency and Evacuation Procedures
- n) Provision of information on local public transport, community and education services, including health, counselling and cultural services.
- o) Arrangements for the storage of garbage and recyclables and for waste collection;
- p) House rules for the purposes of protecting the amenity of the area and details of their distribution to students;
- q) Arrangements for a register of complaints from residents of the immediate area regarding the appearance of the facility or the behaviour of students and arrangements for access to the register by the responsible authority;
- r) Arrangements to ensure prompt responses by the manager/management of the site to reported behavioural incidents by residents that occur in the immediate area;

The use must operate and be managed in accordance with the conditions and provisions of the approved Operational Management Plan to the satisfaction of the Responsible Authority. The plan may be amended from time to time to the satisfaction of the Responsible Authority.

Number of persons

8. The total number of students accommodated on site must not exceed 44 and not more than one (1) adult person may reside in each room at any one time, with the exception of the Manager's Residence, to the satisfaction of the Responsible Authority.

Car parking

9. The number of students residing on site who own cars shall not exceed the number of on-site car spaces provided by the development.
10. Car spaces, access lanes, pedestrian paths and driveways must be kept available for these purposes at all times.
11. Prior to the commencement of the use, each car space must be numbered on site, low intensity lighting must be provided to the car park areas and pedestrian access ways to ensure they are adequately illuminated during evening periods without any loss of amenity to residents of nearby dwellings, to the satisfaction of the Responsible Authority.

Amenity

12. The amenity of the area must not be adversely affected by the use as a result of:
- a) Transportation of materials, goods or commodities to or from the land;
 - b) Appearance of any buildings, works, stored goods or materials;

Date Issued: 4 December 2018

Signature for the
Responsible Authority

AP Sorenson



PLANNING PERMIT

PERMIT NUMBER: 148/2018/P

Conditions Continued –

- c) Emissions of noise, artificial light, vibration, smell, fumes, smoke, steam, soot, ash, dust, waste, water, waste products or oil; or
 - d) The presence of vermin.
- to the satisfaction of the Responsible Authority.

Waste Management Plan

- 13. A Waste Management Plan must be prepared in accordance with Council's Waste Management Guidelines for Multi-Unit Developments, February 2017 and 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.
- 14. All waste generated by the dwellings will be required to be collected on site by a Private Waste Collection Agency.

Urban design

- 15. Mailboxes shall be provided to the proposed dwellings to the satisfaction of the Responsible Authority and Australia Post.
- 16. Outdoor lighting must be provided, designed, baffled and located to the satisfaction of the Responsible Authority to prevent any adverse effect on neighbouring land.

Completion of Buildings and Works

- 17. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Permit Expiry

- 18. This permit will expire if:
 - (a) The use is not started within two (2) years of the date of this permit.In accordance with Section 69 of the Planning and Environment Act 1987, an application may be submitted to the Responsible Authority for an extension of the periods referred to in this condition.

Notes

- A. Any request for an extension of time, or variation/amendment of this permit must be lodged with the relevant fee.
- B. Prior to the commencement of construction the operator of this planning permit must obtain a non-refundable Asset Protection Permit from Frankston City Council's Infrastructure Department.
- C. Any request for time extension of this Permit shall be lodged with the relevant administration fee at the time the request is made. Pursuant to Section 69 of the Planning and Environment Act 1987 the Responsible Authority may extend the periods referred to if a request is made in writing within the following prescribed timeframes:

Date Issued: 4 December 2018

Signature for the
Responsible Authority

AP Sorenson



PLANNING PERMIT

PERMIT NUMBER: 148/2018/P

Conditions Continued –

- a. Before or within 6 months after the permit expiry date, where the use or development allowed by the permit has not yet started;
 - b. Within 12 months after the permit expiry date, where the development allowed by the permit has lawfully started before the permit expires.
- if a request is made out of time, the Responsible Authority cannot consider the request and the permit holder will not be able to apply to VCAT for a review of the matter.

Date Issued: 4 December 2018

Signature for the
Responsible Authority

AP Sorenson

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil & Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued, in any other case.

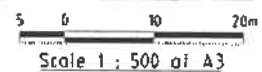
WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:-
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan or subdivision or consolidation under the Subdivision Act 1988.
2. A permit for the use of land expires if -
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development, or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in Section 6A(2) of the Planning and Environment Act 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the Subdivision Act 1988, unless the permit contains a different provision -
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under the permit before the expiry.

WHAT ABOUT APPEALS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil & Administrative Tribunal, in which case no right of review exists.
 - An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
 - An application for review is lodged with the Victorian Civil & Administrative Tribunal.
 - An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil & Administrative Tribunal, and be accompanied by the applicable fee.
 - An application for review must state the grounds upon which it is based.
 - An application for review must also be served on the Responsible Authority.
 - Details about applications for review and the fees payable can be obtained from the Victorian Civil & Administrative Tribunal.
- Application for review forms and guides are available at www.vcat.vic.gov.au, Ground Floor 55 King Street Melbourne or by contacting VCAT customer service on (03) 9628-9777.

(LAST PAGE OF PERMIT)



Boundary fencing is 1.8m high timber palings except for Sandpiper Place frontage.

[illegible]

**FRANKSTON CITY COUNCIL
PLANNING AND ENVIRONMENT ACT 1987
FRANKSTON PLANNING SCHEME**

Plan endorsed as part of Planning Permit No. 148/2018/P

Council Delegate: Anne Sorensen Date: 10 May 2019

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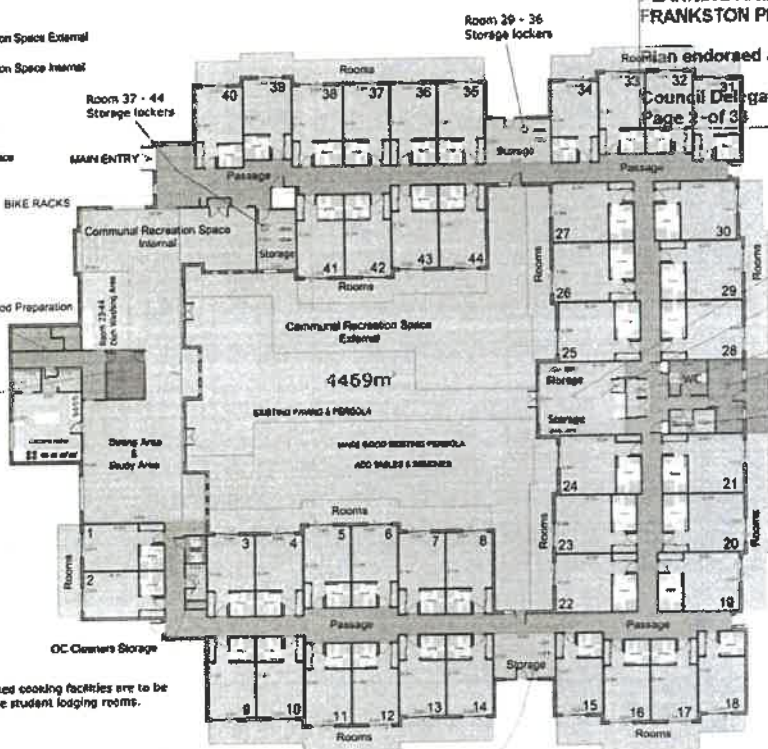
- Communal Laundry
- Communal Recreation Space External
- Communal Recreation Space Internal
- Rooms
- OC Cleaners Store
- Canteen Manager Office
- Passage
- Storage
- Unit 45 Access
- WC
- Dish Washing & Food Preparation
- Unit 45 Access

On-site Manager Office

- Sink
- Hand Basin
- Toilet
- Shower
- Stove
- Oven
- Toaster
- Storage lockers
- Bench

No kitchen sink or fixed cooking facilities are to be provided in any of the student lodging rooms.

Proposed Building Usage
Student Accommodation



Room 29 - 36
Storage lockers

Room 13 - 28
Storage lockers
Room 1 - 22
Dish Washing Area
Storage (cupboard)
Communal Laundry
Clothes line
Room 9 - 12
Storage lockers

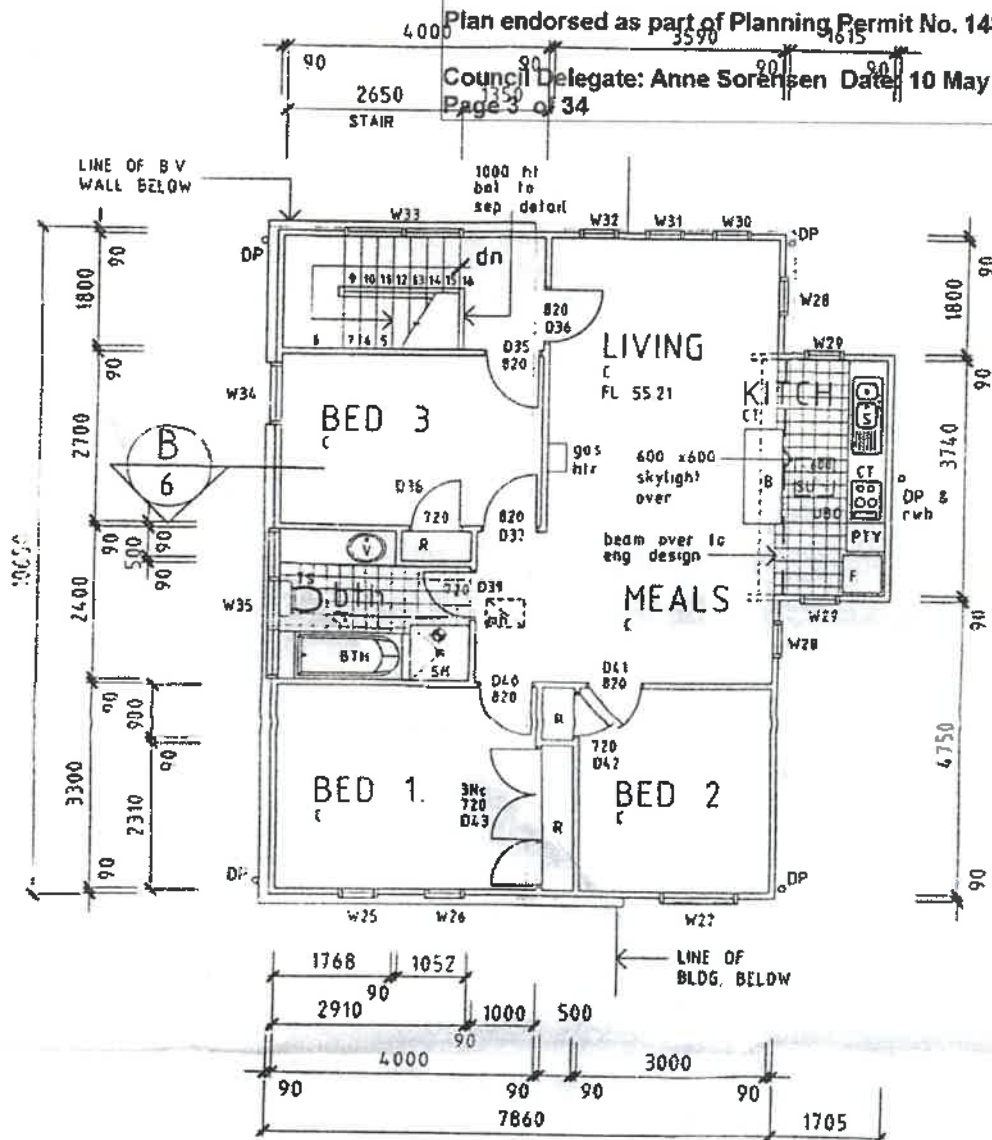
Room 1 - 8
Storage lockers

Town Planning		Floor Plan	
Drawn by: [Name]	Check by: [Name]	Drawn by: [Name]	Check by: [Name]
Date: 20 Oct 2017	Date: 20 Oct 2017	Date: 20 Oct 2017	Date: 20 Oct 2017
Scale: 1:500	Scale: 1:500	Scale: 1:500	Scale: 1:500
Sheet: 17001	Sheet: 17001	Sheet: 17001	Sheet: 17001
At.1	At.1	At.1	At.1

FRANKSTON CITY COUNCIL
PLANNING AND ENVIRONMENT ACT 1987
FRANKSTON PLANNING SCHEME

Plan endorsed as part of Planning Permit No. 148/2018/P

Council Delegate: Anne Sorensen Date: 10 May 2019
Page 3 of 34



FIRST FLOOR PLAN

14 SANDPIPER PLACE
FRANKSTON

UNIT 45
(ON-SITE MANAGER'S RESIDENCE)

FRANKSTON CITY COUNCIL
PLANNING AND ENVIRONMENT ACT 1987
FRANKSTON PLANNING SCHEME



Plan endorsed as part of Planning Permit No. 148/2018/P

Council Delegate: Anne Sorensen Date: 10 May 2019
Page 4 of 34

WATSONS

Leaders in the Land Development Industry Since 1946

Operational Management Plan

14 Sandpiper Place, Frankston

Revision 4. April 2019



VISION STATEMENT

Creating exceptional, innovative,
integrated living environments.

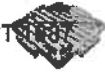
MORNINGTON

5 Main Street
PO Box 171
Mornington VIC 3931
Phone 03 5975 4644

MELBOURNE

Suite 4, Level 5,
448 St Kilda Road
Melbourne VIC 3004
Phone 03 9687 8000

www.watsons.net.au
info@watsons.net.au



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This Operational Management Plan (OMP) must be permanently displayed in a common area of the building and has been prepared as a requirement of planning permit 148/2018/P issued by the Frankston City Council.

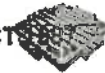
The purpose of this OMP is to provide clear guidance with respect to the management obligations and daily operations of this site for the purpose of providing student accommodation.

2. Operational Objectives

- 2.1 To create a safe, welcoming residential building dedicated to serving the needs of students attending educational institutions;
- 2.2 To provide clear expectations for residents, onsite managers, land owners, the owners corporation and the broader community on how the use may operate; and
- 2.3 To control amenity impacts both on and off the property.

3. Residents

- 3.1 Only persons who are enrolled in and attending at a tertiary or TAFE institution may reside within the residential building.
- 3.2 Students who have completed studies or are no longer enrolled in a tertiary or TAFE institution must vacate their room within 3 months of completion of their studies.
- 3.3 Evidence of enrolment is to be provided as part of any application made to reside on the land. Evidence is to comprise written confirmation of enrolment from the tertiary or TAFE institution.
- 3.4 Not more than 44 private lodging rooms are to be made available within the residential building for student accommodation.
- 3.5 Only one person per room is permitted to reside at any time.
- 3.6 Each private lodging room includes private ensuite bathroom, study desk and built in wardrobe.
- 3.7 No kitchen sink or fixed cooking facilities will be provided in any of the student lodging rooms.
- 3.8 All rooms are accessible via the internal corridor networks and contain external access to the courtyard or external side of the building.
- 3.9 Residents are responsible for the general upkeep and cleaning of personal lodging rooms.
- 3.10 Guests of residents are not permitted to reside at the property overnight.



- 3.11 All guests are required to sign in and to sign out upon leaving the premises in the visitor book which is to be located adjacent to the entrance. Date: 10 May 2019
Page 8 of 34

4. Resident Selection Process

- 4.1 A single real estate agent will manage all lease agreements for the student accommodation.
- 4.2 The onsite manager will be the key point of contact for all lodgings. The manager will facilitate communications between real estate agent, educational institutions, individual property owners, prospective students & residents.
- 4.3 The onsite manager will be responsible for the vetting of prospective students for compliance with the following resident selection criteria.

5. Resident Selection Criteria

- 5.1 Written evidence of enrolment with a tertiary or TAFE institution must be provided with all rental requests.
- 5.2 The duration of study must be provided with all rental requests.
- 5.3 The real estate agent will be responsible for the usual vetting of prospective residents with respects to rental history and reference checking to demonstrate prospective residents have the financial means to cover the lease.
- 5.4 The student must provide written consent acknowledging that they accord with the resident selection criteria prior to execution of all lease agreements.
- 5.5 The manager will maintain a written registration of all student names, contact details and evidence of their current enrolment with a tertiary or TAFE institution and will make this register available to an authorised officer of the Responsible Authority (Frankston City Council) when requested.

6. Terms and Conditions for Successful Applicants

- 6.1 The duration of all student leases will be limited to the individual duration of programs students are enrolled in. In the event that a resident student chooses to undertake additional studies there will be opportunity for residents to extend their lease subject to the room being available. This will be a standard clause contained within all lease agreements. An example of the lease agreement is provided at appendix A of this Operational Management Plan

7. Communal Spaces

- 7.1 All residents will have access to:
- o A common entry is secured with a number coded electronic self-closing door to the residential building located on the north-western corner of the building;

- o Communal recreation spaces located on the eastern and western side of the building;
 - o A communal food preparation and dish washing area located west of the communal recreation area;
 - o Two additional dish washing areas, one on the eastern side of the building, the other on the western side; &
 - o An external communal recreation courtyard centrally located. This area contains a paved terrace, pergola and a series of tables and benches.
- 7.2 All internal and external spaces must be left clean and tidy by residents at all times to the satisfaction of the onsite Manager and in accordance with their lease agreement, which can be terminated upon non-compliance.
- 7.3 The common areas will be cleaned once a week by an external contractor, who will be available for additional cleaning if required.
- 7.4 Laminated instructions regarding the safe use of all appliances provided for resident must be displayed and maintained in clear and convenient locations by the onsite Manager.
- 7.5 First aid kits are to be supplied and maintained within communal areas by the onsite Manager.
- 7.6 Any missing or broken items must be promptly reported to the onsite Manager.

8. Onsite Manager

- 8.1 The onsite manager must have documented experience and qualifications in managing student accommodation. Written evidence of who the onsite Manager is, their experience and qualifications must be provided to Council upon appointment.
- 8.2 The onsite Manager is to be provided with a dedicated residence within the building in room 45.
- 8.3 The onsite Manager will be responsible for the implementation of the Operational Management Plan, including the overseeing and reporting to the Owners Corporation on all matters as required.
- 8.4 The name and (up to date) contact details of the onsite manager will at all times be displayed via a dedicated sign that is to be located either on the front fence (adjacent to the vehicle entry) or via a stand-alone sign that is legible from the front property boundary.
- 8.5 Council must be notified in writing upon any change of management of the site.
- 8.6 A notice board will be erected and maintained adjacent to the main entry. This notice board will serve as a means of communication with and between residents.
- 8.7 The onsite Manager will be responsible for;
- o Overseeing and reporting on tenant behaviour matters to the Owners Corporation (as required).
 - o Inducting new residents to the site including (but not limited to) providing an overview of all Operational Management Plan requirements.



- o Enacting a communication plan with Council and Victoria Police in the case of an emergency.
- o Maintenance of a sign in register for all visitors attending the site.
- o Overseeing and reporting to the Owners Corporation on the maintenance of the internal and external common areas of the site including the general upkeep, cleaning and organising any contractors where required for building, landscape and waste management and maintenance of external clothes drying facilities.

- 8.8 All other matters not relating to student behaviour will be directly communicated to Civium Strata Property Group

9. Communication, Incident and Complaint Management

- 9.1 The onsite Manager will be present on the land and accessible via phone at all times.
- 9.2 The name and contact details of the manager will be clearly and permanently displayed on an external entry sign. An updated sign will be posted if a new on-site manager is appointed.
- 9.3 An evacuation management strategy must be devised for the site and this must be displayed within all common areas as well as outside every room. The strategy must provide details of emergency exits and the emergency assembly point. All students must be made aware of the Emergency Management Strategy at the commencement of their tenancy within the building.
- 9.4 The Manager will be responsible for ensuring, that to their best endeavours, minimal disturbance occurs or emanates from the land beyond that reasonably expected from a residential property.
- 9.5 The onsite Manager is to be advised of any issues of conflict or complaint. The onsite Manager is to follow a protocol for dispute resolution and may use a third party counselling/mediation service or tertiary/TAFE conflict resolution services to resolve any disputes or conflict.
- 9.6 The onsite Manager may undertake disciplinary action against any anti-social behaviour or violations to the rules outlined in the lease agreement. This may result in termination of the lease agreement at the discretion of the onsite Manager.
- 9.7 The onsite Manager will maintain an Incident Report Book of all complaints or incidents (including "disputes between accommodated students" and "complaints from residents of the immediate area") for review / action. The Manager must ensure that all complaints or incidents are dealt with within 24 hours of the incident occurring. The Manager will make this log available to an 'authorised officer' of the Responsible Authority (Frankston City Council) and to the Victoria Police when requested.
- 9.8 All entries made in the Incident Report Book will contain the date and time of incident / complaint, the nature of the complaint and what if any corrective actions were taken to rectify the matter.



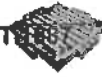
- 9.9 CCTV cameras are installed at locations around the land and footage will be provided to the Frankston City Council of Delegates Robert Coleman Date: 10 May 2019

10. Signage on the Land

- 10.1 The name and contact details of the onsite Manager will be clearly and permanently displayed on an external entry sign at the entrance to the property as well as the building. This signage will be updated if a new on-site manager is appointed.
- 10.2 All onsite parking spaces are to be clearly nominated as being for resident car parking only.
- 10.3 The two car parking spaces associated with Unit 45 (Managers residence) are to be signposted accordingly.
- 10.4 Signage will be erected within the building advising residents of the residential building to respect the peace and quiet of the neighbourhood at all times.
- 10.5 Waste management signage will be erected in appropriate locations to direct residents on how and where waste must be stored/ disposed of in accordance with the waste management plan.
- 10.6 A notice board comprising information pertaining to local public transport, community and education services including health, counselling and cultural services will be displayed at an appropriate location within the internal communal space.—This package of information must also be made available to students upon signing of the lease agreement.

11. House Rules / Resident Code of Conduct

- 11.1 Residents are responsible for the general upkeep and cleaning of personal lodging rooms.
- 11.2 All internal and external spaces must be left clean and tidy by residents at all times to the satisfaction of the onsite Manager.
- 11.3 Residents must report any incidents or broken/ faulty items to the onsite manager.
- 11.4 No audible amplified music is to be played within private lodging rooms or within common areas that is outside of the building.
- 11.5 All residents must respect the peace and quiet of other residents and the neighbourhood. All noise is to be limited to between the hours of 10pm-7am and must result in no disturbance or impact on the amenity of surrounding properties. Signage will be erected around the building advising residents and guests to respect the peace and quiet of the neighbourhood at all times;
- 11.6 Residents may only park within designated onsite car parking spaces.
- 11.7 All guests must sign in when visiting residents.



- 11.8 Guests of residents are not permitted to reside at the property overnight.

12. Internal and External Maintenance

- 12.1 The onsite manager is responsible for overseeing and reporting to the Owners Corporation on matters relating to building and car park maintenance and repairs, maintenance of landscaping and implementation of the Waste Management Plan.
- 12.2 Gardening and general maintenance of the internal and external areas will occur once a week with services to be provided by an external contractor, who will be available for additional cleaning if required.
- 12.3 Arrangements for the storage of garbage and recyclables must at all times accord with the approved Waste Management Plan.
- 12.4 Waste collection is to be in accordance with the approved Waste Management Plan. Waste collection can only occur on Monday to Saturday only between the hours of 7am to 6pm.

13. General

- 13.1 All external lighting must be baffled so as to prevent the emission of direct light onto adjoining properties.

14. Car Parking

- 14.1 Residents may only park within designated onsite car parking spaces as directed via signage.
- 14.2 All 22 car parking spaces will be managed by the on-site manager.
- 14.3 Onsite parking will be limited to residents only and each of the car spaces will be appropriately signed at the front of the space. The signage will provide the details of the car registration for the allocated car parking space.
- 14.4 The number of students residing on-site who own cars shall not exceed the number of on-site car spaces provided by the development. Any student with a vehicle who applies to lease a room at a time when all car spaces are occupied will not be eligible to enter into a lease to occupy a room.
- 14.5 The leasing agent may not sign up tenants with cars that exceed the number of car parks. When the carpark is full, the agent must notify the on-site Manager, so that all owners are aware. Once the car parks are full, the agent can only sign up tenants without cars.
- 14.6 A record of car registration details, make, model and allocated spaces will be kept by the on-site manager and detailed in the student register.



- 14.7 All car spaces will be line marked in accordance with Clause 4.4.1 of AS2890.1-2004.

LEIGH DESIGN

*waste management plans for
all urban developments*

FRANKSTON CITY COUNCIL

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Plan endorsed as part of Planning Scheme 148/2018/P
Council Delegate: Andrew McIntosh
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May 2019

WASTE MANAGEMENT PLAN

Proposed Development:
14 Sandpiper Place, Frankston, Victoria

Prepared for:
Strata Data

Document Control

Report Date: 23 April 2019 (supersedes report dated 01-04-19)

Prepared By: Andrew McIntosh, Associate

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WASTE MANAGEMENT SUMMARY

- The operator, as defined below, shall be responsible for managing the waste system, and for developing and implementing adequate safe operating procedures.
- Waste shall be stored within the development (hidden from external view).
- Users shall sort their waste, and dispose sorted garbage and recyclables directly into their waste receptacles. The operator shall transfer waste to collection bins.
- Waste shall be collected onsite, on the development's Ground Floor Level carpark driveway. The collection contractor shall transfer bins between the waste area and the truck.
- A private contractor shall provide waste collection services.

GLOSSARY

Operator: refers to the Owner's Corporation, who shall manage site operations (via cleaners, staff and contractors, if required).

User: refers to students and site staff, who shall utilise the waste system.

1 SPACE AND SYSTEM FOR WASTE MANAGEMENT

1.1 Development Description and Use

This 2-storey development shall consist of a student accommodation building (floor-areas are stated in Table 1, below).

1.2 Estimated Garbage and Recycling Generation

The following table summarises the waste estimate (m³/week):

Table 1: Waste Estimate

Waste Source	Base Qty (est.)	Garbage	Commingled Recycling
Student Accommodation	No. of beds = 44	1.76	1.76
Student Amenity	area (m ²) = 307	0.31	0.09
Student Administration	area (m ²) = 12	0.01	0.01
TOTAL (m³/wk)		2.08	1.86

Note: Waste figures are based on City of Melbourne and adjusted Sustainability Victoria Guidelines.

1.3 Collection Services

As per current practice with the existing older persons' facility, waste shall continue to be collected privately (costs to be borne by the operator). The operator shall choose a waste collection provider, negotiate a service agreement and pay for these services.

1.4 Location, Equipment and System Used for Managing Waste

The waste management system is summarised as follows:

- Internal receptacles in rooms/work/amenity areas.
- Bin Store located at Ground Level.
- Collection bins (kept within the Bin Store - refer to Table 2).

The various collection waste-streams are summarised as follows:

Garbage: General waste shall be placed in tied plastic bags and stored within bins.

Recycling: All recyclables shall be commingled into a single type of collection bin (for loose paper, cardboard, glass, aluminium, steel and plastics).

Green Waste: Garden organics shall be collected and disposed by the future landscape maintenance contractor.

Compost: The operator shall consider composting within garden areas at Ground Level.

Other Waste Streams: The disposal of hard/electronic/liquid and other wastes (polystyrene, batteries, paint, chemicals and detox items, etc), shall be organised with the assistance of the operator.

The operator shall arrange the storage of used cooking oil and its collection by a recycler, and shall organise Grease Interceptor Trap servicing, if any.

The following table summarises bin quantity/capacity, collection frequency and area requirements (based on Table 1):

Table 2: Bin Schedule and Collection Frequency

Waste Source	Waste Stream	Bin Qty	Bin Litres	Collections per Week	Net Area m ²
Whole Development (dedicated private bins)	Garbage	1	1,100	2	1.6
	Recycling	1	1,100	2	1.6
	Hard/Other Waste	-	-	At Call	2.0
Net Waste Storage Area (excludes circulation), m ² :					5.2

Notes:

- Private bins shall be sourced by the operator (either purchased from a supplier or leased from the collection contractor).
- Subject to stakeholders' preference/capability (and as built constraints), bin sizes and quantities can be changed. Also, recyclables can be either commingled or split into bins for separate recycling streams.

1.5 Planning Drawings, Waste Areas and Management of the Waste System

The plans shall illustrate sufficient space for onsite bin storage, as required by the above schedule.

Notwithstanding the above, collection days shall be staged appropriately, and the operator shall stipulate procedures for effective management of the available space.

1.6 Collection Bin Information

The following bins shall be utilised (see Sect. 4.4 for signage requirements):

Table 3: Bin Details

Capacity (litres)	Height (mm)	Width (across front, mm)	Depth (side on, mm)	Empty Weight (kg)	Average* Gross Weight (kg)
1100	1330	1240	1070	65	210

Notes:

- * = Average Gross Weight is based on domestic waste studies (which vary subject to locality and waste-type). Expect greater weight for wet or compacted waste.
- Use the above details as a guide only – variations will occur. The above is based on Sulo plastic (HDPE) flat-lid bins.
- For 1100L bins, flat lids are recommended (instead of dome lids). However, the operator shall consult with the waste collection contractor to specify and select the appropriate lid.

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Table 4: Frankston Colour Coding

Bin	Garbage	Commingle Recycling	Green Waste
Lid	Green	Yellow	Light-green
Body	Green	Green	Green

Note: For private bins, AS4123.7 bin colours can be adopted. Private bins shall be labelled to identify the waste generator and site address.

2 ACCESS FOR USERS, COLLECTORS AND COLLECTION VEHICLES

2.1 User Access to Waste Facilities

Users shall place sorted waste into internal waste receptacles. Staff shall sort and transfer waste, from the rooms, amenity and work areas to the collection bins (if required, using a suitable trolley and the lift).

Note: The operator shall have access to the Bin Store to rotate the bins, ensuring that empty bins are available along the circulation area so that users are able to reach them.

2.2 Collection Arrangements and Access to Waste Facilities

- A private contractor shall collect waste onsite, on the development's Ground Floor Level carpark driveway.
- Collection staff shall have access to the Bin Store, and transfer bins to the truck and back to the store.
- The waste collection shall be carried-out by rear-lift vehicles (nom. 8.8m long, 4m operational height and 24 tonnes gross vehicle mass).

Notes:

- For improved safety, waste collections and bin transfers shall be carried-out during off-peak traffic periods.
- The project's traffic engineer shall provide traffic management information.

3 AMENITY, LOCAL ENVIRONMENT AND FACILITY DESIGN

3.1 Noise Minimisation Initiatives

- Collection bins shall feature rubber wheels for quiet rolling during transfers.
- Waste areas shall meet BCA and AS2107 acoustic requirements.
- Local laws shall be observed for all operations in public and private areas.
- For private services, the hours of waste collections shall be as specified in Council's local laws. Also, Section 5 of the Victorian EPA Noise Control Guideline Publication 1254 (see below) shall be observed to protect the acoustic amenity of the development and surroundings.

Victorian EPA Noise Control Guideline Publication 1254 October 2008 (excerpt)

[Section] 5. Domestic Refuse Collection

The main annoyance produced by domestic refuse collections occurs in the early morning (i.e. before 7:00am). Therefore, if possible, routes should be selected to provide the least impact on residential areas during that time.

Collection of refuse should be restricted to the following criteria:

- Collection occurring once a week should be restricted to the hours: 8am to 6pm Monday to Saturday.
- Collections occurring more than once a week should be restricted to the hours: 7am to 6pm Monday to Saturday.
- Compaction should only be carried out while on the move.
- Bottles should not be broken up at the point of collection.
- Routes which service entirely residential areas should be altered regularly to reduce early morning disturbance.
- Noisy verbal communication between operators should be avoided where possible.

- Waste collection is to occur between Monday to Saturday only. No collection is to occur on Sunday.
- Waste shall not be collected prior to 7am or after 6pm.

3.2 Litter Reduction and Prevention of Stormwater Pollution

The operator shall be responsible for:

- Promoting adequate waste disposal into the bins (to avoid waste-dumping).
- Securing the waste areas (whilst affording access to users/staff/contractors).
- Preventing overfilled bins, keeping lids closed and bungs leak-free.
- Abating any site litter, and taking action to prevent dumping and/or unauthorised use of waste areas.
- Requiring the collection contractor to clean-up any spillage that might occur when clearing bins.

The above will minimise the dispersion of site litter and prevent stormwater pollution, (thus avoiding impact to the local amenity and environment).

3.3 Ventilation, Washing and Vermin Prevention Arrangements

Waste areas shall feature:

- Ventilation in accordance with Australian Standard AS1668.
- Tight-fitting doors (all other openings shall have vermin-proof mesh or similar).
- Impervious flooring (also, smooth, slip-resistant and appropriately drained).
- A graded bin wash area, hot/cold mixing hosecock, hose and a suitable floor-waste connected in accordance with relevant authority requirements (alternatively, the operator shall engage a contractor to conduct off-site bin washing). The bin and wash areas may overlap, as stored bins can be moved so that a bin can be washed.

The operator shall regularly clean waste areas/equipment. Also, access doors and bin-lids shall be kept closed.

3.4 Design and Aesthetics of Waste Storage Areas and Equipment

Waste shall be placed within collection bins and stored in designated onsite areas (hidden from external view). Following waste collection activities, bins shall be returned to the storage areas as soon as practicable.

Waste facilities shall be constructed of durable materials and finishes, and maintained to ensure that the aesthetics of the development are not compromised. These facilities and associated passages shall be suitably illuminated (this provides comfort, safety and security, to users, staff and contractors). Access doors shall feature keyless opening from within.

The design and construction, of waste facilities and equipment, shall conform to the Building Code of Australia, Australian Standards and local laws.

4 MANAGEMENT AND SUSTAINABILITY

4.1 Waste Sorting, Transfer and Collection Responsibilities

Garbage shall be placed within tied plastic bags prior to transferring into collection bins. Cardboard shall be flattened, and recycling containers un-capped, drained and rinsed prior to disposal into the appropriate bin. Bagged recycling is not permitted.

Refer to Section 2 for waste transfer requirements and collection arrangements.

4.2 Facility Management Provisions to Maintain & Improve the Waste System

The operator shall manage site operations (refer to the glossary in page 2).

It shall be the responsibility of the operator, to maintain all waste areas and components, to the satisfaction of users, staff and the relevant authority (users shall maintain their internal waste receptacles).

The operator shall ensure that maintenance and upgrades are carried-out, on the facility and components of the waste system. When required, the operator shall engage an appropriate contractor to conduct services, replacements or upgrades.

4.3 Arrangements for Protecting Waste Equipment from Theft and Vandalism

It shall be the responsibility of the operator to protect the equipment from theft and vandalism. This shall include the following initiatives:

- Secure the waste areas.
- Label the bins according to property address.
- Waste bins shall be collected within the subject land (bins shall not be placed on the street).

4.4 Arrangements for Bins/Equipment Labelling, and Ensuring Users and Staff are Aware of How to Use the Waste System Correctly

- The operator shall provide appropriate signage for the bins. Signage is available at the following internet address: www.sustainability.vic.gov.au.
- The operator shall publish/distribute "house rules" and educational material to:
 - Inform users/staff about the waste management system and the use/location of the associated equipment (provide the summary in page 2 of this report).
 - Improve facility management results (lessen equipment damage, reduce littering and achieve cleanliness).
 - Advise users/staff to sort and recycle waste with care to reduce contamination of recyclables.

4.5 Sustainability and Waste Avoidance/Reuse/Reduction Initiatives

The *Environment Protection Act 1970* includes principles of environment protection and guidance for waste management decision making. Also, the *Sustainability Victoria Act 2005* established Sustainability Victoria as the statutory authority for delivering programs on integrated waste management and resource efficiency.

From a design perspective, the development shall support the acts by providing an adequate waste system with ability to sort waste.

The operator shall promote the observance of the acts (where relevant and practicable), and encourage users and staff to participate in minimising the impact of waste on the environment. For improved sustainability, the operator shall consider the following:

- Observe the waste hierarchy in the *Environment Protection Act 1970* (in order of preference): a) waste avoidance, b) reuse, c) recycle, d) recovery of energy, e) treatment, f) containment and g) disposal.
- Peruse the Sustainability Victoria website: www.sustainability.vic.gov.au.
- Participate in Council and in-house programs for waste minimisation.
- Establish waste reduction and recycling targets; including periodic waste audits, keeping records and monitoring of the quantity of recyclables found in landfill-bound bins (sharing results with users/staff).

4.6 Waste Management Plan Revisions

For any future appropriate Council request, changes in legal requirements, changes in the development's needs and/or waste patterns (waste composition, volume or distribution), or to address unforeseen operational issues, the operator shall be responsible for coordinating the necessary Waste Management Plan revisions, including (if required):

- A waste audit and new waste strategy.
- Revision of the waste system (bin size/quantity/streams/collection frequency).
- Re-education of users/staff.
- Revision of the services provided by the waste collector(s).
- Any necessary statutory approval(s).

5 SUPPLEMENTARY INFORMATION Page 24 of 34

- The operator shall ensure that bins are not overfilled or overloaded.
- Waste incineration devices are not permitted, and offsite waste treatment and disposal shall be carried-out in accordance with regulatory requirements.
- For bin traffic areas, either level surfaces (smooth and without steps) or gentle ramps are recommended, including a roll-over kerb or ramp. Should ramp gradients, bin weight and/or distance affect the ease/safety of bin transfers, the operator shall consider the use of a suitable tug.
- The operator and waste collector, shall observe all relevant OH&S legislation, regulations and guidelines. The relevant entity shall define their tasks and:
 - Comply with Worksafe Victoria's Occupational Health and Safety Guidelines for the Collection, Transport and Unloading of Non-hazardous Waste and Recyclable Materials (June 2003).
 - Assess the Manual Handling Risk, and prepare a Manual Handling Control Plan for waste and bin transfers (as per regulatory requirements and Victorian COP for Manual Handling).
 - Obtain and provide to staff/contractors; equipment manuals, training, health and safety procedures, risk assessments and adequate personal protective equipment (PPE) to control/minimise risks/hazards associated with all waste management activities. As a starting point, these documents and procedures shall address the following:

Task (to be confirmed)	Hazard (TBC)	Control Measures (TBC)
Sorting waste and cleaning the waste system	Bodily puncture. Biological & electrical hazards	Personal protective equipment (PPE). Develop a waste-sorting procedure
Bin manual handling	Sprain, strain, crush	PPE. Maintain bin wheel-hubs. Limit bin weight. Provide mechanical assistance to transfer bins
Bin transfers and emptying into truck	Vehicular strike, run-over	PPE. Develop a Hazard Control Plan for transfers and collections. Maintain visibility. Use a mechanical bin-tipper
Truck access (reversing & manoeuvring)	Vehicular incident, strike, run-over	PPE. Use a trained spotter. Develop a truck-manoeuving and traffic-control procedure

Note: The above shall be confirmed by a qualified OH&S professional, who shall also prepare site-specific assessments, procedures and controls (refer to Section 6).

6 CONTACT INFORMATION

Frankston City Council (local Council), ph 03 9784 1888

KS Environmental (private waste collector), ph 03 9551 7833

Nepean Waste (private waste collector), ph 03 5975 1333

Eco-Safe Technologies (odour control equipment supplier), ph 03 9706 4149

FJP Safety Advisors Pty Ltd (OH&S consultant), ph 03 9255 3660

Electrodrive Pty Ltd (tug & trailer supplier – for bin transfers), ph 1800 033 002

Warequip (tug supplier – for bin transfers), ph 1800 337 711

Sabco Commercial (supplier of cleaner's trolleys), ph 1800 066 522

Sulo MGB Australia (bin supplier), ph 1300 364 388

One Stop Garbage Shop (bin supplier), ph 03 9338 1411

Note: The above includes a complimentary listing of contractors and equipment suppliers. The stakeholders shall not be obligated to procure goods/services from these companies. Leigh Design does not warrant (or make representations for) the goods/services provided by these suppliers.

7 LIMITATIONS

The purpose of this report is to document a Waste Management Plan, as part of a Planning Permit Application.

This report is based on the following conditions:

- Operational use of the development (excludes demolition/construction stages).
- Drawings and information supplied by the project architect.
- The figures presented in this report are estimates only. The actual amount of waste will depend on the development's occupancy rate and waste generation intensity, the user's disposition toward waste and recycling, and the operator's approach to waste management. The operator shall make adjustments, as required, based on actual waste volumes (if the actual waste volume is greater than estimated, then the number of bins and/or the number of collections per week shall be increased, STCA).
- This report shall not be used to determine/forecast operational costs, or to prepare feasibility studies or to document operational/safety procedures.

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Plan endorsed as part of Planning Permit No. 148/2018/P

Council Delegate: Anne Sorensen Date: 10 May 2019
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Emergency and Evacuation Management Plan Student accommodation

14 Sandpiper Place, Frankston

PURPOSE

This Emergency Plan sets out procedures to be followed in the event of an Emergency. The Emergency Plan also comprises Emergency Procedures which will be in the form of a detailed drawing containing the house plan, items of Emergency equipment, evacuation routes, and summarised Emergency Instructions. These Emergency Procedures must be securely fixed to a nominated location or locations within the building. The Emergency Plan provides the structure and directions that will prevent injury to staff, residents, visitors and neighbouring residents in the event of an Emergency. The Emergency Plan must be prepared by a suitably qualified expert and must be in accordance with the relevant controls prescribed under the *Building Regulations 2006*. The Emergency Plan must be displayed throughout various locations within the building prior to the commencement of the use of the building for student accommodation.

ASSEMBLY AREA

The Assembly Area is the gathering point in the event of an evacuation. The assembly areas for this accommodation will be marked on the Emergency Plan.

EMERGENCY RESPONSE PROCEDURE

In an Emergency the On-Site Manager shall:

- Assume responsibility for the residents and visitors in the accommodation until the responsibility can be handed over to the senior officer of the attending emergency service.
- Respond to and coordinate the Emergency.
- Notify the relevant emergency services(s) of the type and location of the Emergency.
- Decide if an evacuation is appropriate and notify residents and visitors.
- Turn off (isolate) the gas and electricity switches as soon as practicable.
- Communicate all information relating to the Emergency and the actions taken, to the emergency services and personnel on their arrival.
- Keep records of the actions taken. The nature of the emergency and any unusual circumstances.

EVACUATION PROCEDURES

In the event of emergency that require evacuation of the building, the following must apply:

- The On-Site Manager will check evacuation routes to determine if they are safe to use. Only safe routes will be used.
- The On-site Manager will reassure residents and visitors of their safety and subdue panic.
- All residents and visitors shall proceed to the appropriate assembly area.

- The On-Site Manager will collect the Evacuation Pack and retain responsibility for it throughout the evacuation. Plan endorsed as part of Planning Permit No. 148/2018/P
- The On-Site Manager must lead the evacuation and must assist any persons requiring special attention including mobility-impaired persons. Council Delegate: Anne Sorensen Date: 10 May 2019
- On arrival at the assembly area the On-Site Manager will conduct a head count and determine if all residents and visitors are accounted for. Page 28 of 34
- The On-Site Manager must then check every room of the building, including bathrooms, storerooms etc, to ensure that no person is remaining within the premises.

FIRE PROCEDURE

If any person observes a fire, smoke or hears a fire alarm they should:

- Assist any person in immediate danger, if safe to do so!
- Confine the fire, eg: closing the doors etc.
- Follow the "EXIT" signs to locate and leave through the nearest emergency exit and proceed to the assembly point.
- Notify the On-Site Manager who shall raise the alarm by telephoning the fire authority.
- Only trained personnel should attack the fire with the correct type of fire extinguishers and/or other fire equipment, if safe to do so!
- If unavailable to safely evacuate, stay in your room, close the door, and signal your presence at the window. Calmly follow instructions given by the On-Site Manager or the attending Fire Officers. The On-Site Manager must account for all residents and visitors and report missing persons to the Fire Officers.

BOMB THREAT PROCEDURE

To defeat the purpose of a hoax caller, the On-Site Manager and resident/visitor movements should be kept to a minimum. Avoid as far as practicable any outward sign that the threat has been acted upon.

If a bomb is found:

- Do not touch the object.
- Advise other persons to move from the area.
- Notify the On-Site Manager.
- Keep other persons away from the area.
- Obey the instructions of the On-Site Manager.

EARTHQUAKE PROCEDURE

Seismic activity is not uncommon in Australia and severe tremors have been felt in various localities. In the event of an earthquake the following actions should be taken:

If in the street:

- Move residents and visitors to an open doorway and seek shelter, or to a clear space away from buildings.

If in the building:

- Move residents and visitors to a safe location and seek shelter under a table or desk.
- Follow the instructions of the On-Site Manager.
- Keep away from windows.

SEVERE STORM PROCEDURE

In the event of strong wind the following actions should be taken:

If in the street:

- Seek shelter immediately.
- Avoid windows and external door areas.
- If possible, do not remain in cars.

If in the building:

- Secure all windows and external doors.
- Keep clear of windows.
- Follow the instructions of the On-Site Manager.
- Where possible, secure all loose objects external to the building.

CIVIL DISORDER PROCEDURE

In the event of civil disorder including unauthorised entry/occupation and the like the On-Site Manager will immediately:

- Notify the Police.
- Lock all windows and doors.
- Ensure that all residents and visitors avoid physical conflict with the unauthorised occupant, even if provoked!
- Follow the instructions of the Police.

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FRANKSTON PLANNING SCHEME

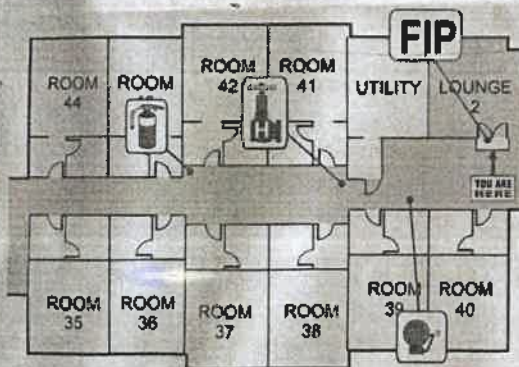
During Civil Disorder

Plan endorsed as part of Planning Permit No. 148/2018/P

- Avoid any physical confrontation wherever possible.
- Always attempt to withdraw from any situation where there is an immediate threat of physical violence.
- Do not risk injury or attack in protecting the property. This does not mean that that the On-Site Manager or residents should not use lawful means to defend themselves, residents or visitors from physical attack in legally justifiable circumstances. If such defensive action is necessary, the On-Site Manager must use only the degree of force reasonably necessary to restrain the intruder. No occupant of the building should act alone.

Council Delegate: Anne Sorensen Date: 10 May 2019
Page 30 of 34

EVACUATION DIAGRAM



PENINSULA RESIDENTIAL CARE 14 SANDPIPER PLACE FRANKSTON VIC ZONE 6

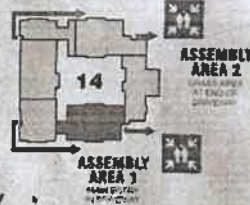
EVACUATION PROCEDURES

ON HEARING THE ALARM BELL

- Be aware of a possible Emergency situation occurring.
- Move people from the immediate danger area.
- Ensure the Fire Brigade/Service(s) have been notified.
Dial 000
- Evacuate the building immediately via the nearest safe exit.
- Proceed to your External Assembly Area. Refer Site Plans
- Do not re-enter the building until advised by the responding emergency services.

SITE PLAN

- #### AT THE ASSEMBLY AREA
- Assistants for people from the building.
 - Report any person showing to the Fire.
 - Emergency Services did not respond the building until the "All Clear" is given for the rebuilding Emergency Services.



Legend	Fire Extinguisher (ABC)	Fire Exit	Fire Incident Point	Emergency Exit	Exit
	Fire Hydrant	Fire Alarm	Emergency Exit	Emergency Exit	Emergency Exit

FRANKSTON CITY COUNCIL

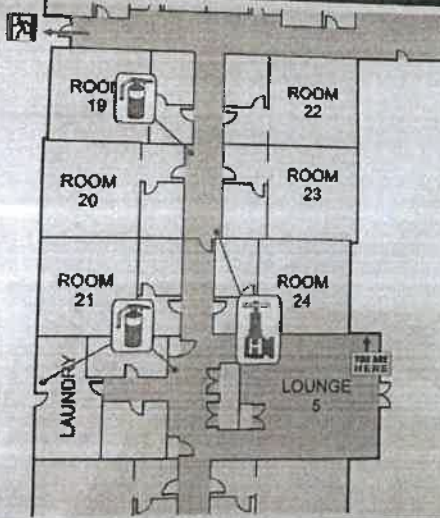
PLANNING AND ENVIRONMENT

FRANKSTON PLANNING SCHEME

Plan incorporated as part of Planning Permit No. 148/2018/P

10 May 2019



EVACUATION DIAGRAM**PENINSULA RESIDENTIAL CARE
14 SANDPiper PLACE
FRANKSTON, VIC****ZONE 1****EVACUATION PROCEDURES****ON HEARING THE ALARM BELL**

- Be aware of a possible Emergency situation occurring
- Move people from the immediate danger area
- Ensure the Fire Brigade/Services have been notified (911/000)
- Evacuate the building immediately via the nearest safe exit
- Proceed to your External Assembly Area. Refer Site Plan
- Do not re-enter the building until advised by the responding emergency services

SITE PLAN**AT THE BUILDING AREA**

- Account for people from the building
- Report any damage relating to the Fire
- Organise/oversee the building until the "All Clear" is given by the responding Emergency Services

**LEGEND**

Fire Extinguisher
(PDP)
Fire Hydrant

Fire Bell

Fire Door

Fire Indicator Panel

Emergency Exit

Push Button Alarm

Exit

Circuit Path

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Frankston City Council

30 Davey Street, Frankston, Victoria, Australia
Telephone: 1300 322 322 • +613 9784 1888 • Facsimile: +613 9784 1094
PO Box 490, Frankston VIC 3199 • DX 19913 Frankston
Website: frankston.vic.gov.au
ABN: 49 454 768 065

Reference: 3-2020-ICOU
Enquiries: Con Adamidis
E-mail: info@frankston.vic.gov.au
Telephone: 1300 322 322

3-Apr-2020

Civium Property Group
Suite 39
574 Plummer Street,
PORT MELBOURNE VIC 3207

Dear Sir/Madam,

BUILDING NOTICE

Com Prop 14 Sandpiper Place, Frankston 3199, 14 Sandpiper Place, Frankston 3199

Following an inspection by Con Adamidis, on 13 March 2020 at 14 Sandpiper Place, Frankston 3199, revealed an alleged **Change of Use & Non-Operational Essential Safety Measures**. An opinion has been formed that there has been a contravention of the Building Act 1993 and/or Building Regulations 2018.

A check of Council's building permit register showed that no building permit had been lodged at (or issued by) Council, for building work at the abovementioned address. Building works carried out without a Permit constitutes a breach of the Building Act, accordingly a **Building Notice** dated 3-Apr-2020 ("the notice") has been issued, pursuant to section 106 of the Building Act 1993.

Under Section 236 (4C) of the Building Act 1993, the Owners Corporation to whom a Building Notice is served must provide a copy of the Building Notice to each lot owner of the property.

You are required to justify to Council within **90 days** outlining why the building work that has been carried out without a building permit should not be removed. It is recommended that you complete the attached "Owners Response to Building Notice". If you do not show sufficient cause within this time a Building Order may be served. You must read the information Notes at the back of the Notice to assist you.

Yours faithfully,

Con Adamidis
Building Inspector

Building Act 1993, Building Regulations 2018

BUILDING NOTICE

This Building Notice is served under Section 106 of the Building Act 1993



opportunity >> growth >> lifestyle

TO: THE OWNERS:
Units 1-45 & Common Property – PS 409045
14 Sandpiper Place
FRANKSTON VIC 3199

TO: OWNERS CORPORATION:
Civium Property Group
Suite 39
574 Plummer Street
PORT MELBOURNE VIC 3207

LOCATION OF THE BUILDING TO WHICH THIS NOTICE APPLIES:

Number	Street	Suburb	Postcode
Com Prop 14 Sandpiper Place, Frankston, VIC 3199			
Lot 52/Lots 1-45/CM1	(PS 409045)	Volume/Folio CT-10371/686 - 10371/732	
Crown Allotment	Section	Parish	County
Municipal District Frankston City Council			

FROM: Mathew Hopwood-Glover

WHEREAS:

1. I am the **Delegate of the Municipal Building Surveyor** of Frankston City Council and am authorised to cause a Building Notice under section 106 of the *Building Act 1993* ("Act").
2. I caused an inspection to be carried out by Con Adamidis IN-U 40812 on **13 March 2020** at approximately **9.00am**.
3. A check of council records failed to find evidence of **building permits** being issued for the building work.
4. Under **Section 236 (4C) of the Building Act 1993**, the Owners Corporation to whom a Building Notice is served must provide a copy of the Building Notice to each lot owner of the property.

5. Pursuant to section 106 of the Act I am of the opinion that:

5.1. the use of the building contravenes the *Building Regulations 2018* in that:

5.1.1. a **Building Permit** and **Occupancy Permit** were not obtained for the change of use from a Class 3 – Age care (sic **Class 9(c) – Aged care building**) to a Class 3 – Common place of long term living for a term living for a number of unrelated persons without first complying with the requirements of **Regulation 229**.

5.2. building work has been carried out on the building without a building permit required by Section 16 of the *Building Act 1993* in that:

5.2.1. a **Building Permit** was not obtained for the current essential safety measure works occurring at the building including the new interconnected fire alarms to bedrooms and corridors, a new fire indicator panel (FIP) & new alarm signalling equipment (ASE).

5.3. the building contravenes the *Building Regulations 2018* in that:

5.3.1. the **Occupancy Permit** and attached **Essential Safety Measures List** were not on display as required by **Regulation 197**; and

5.3.2. the owner did not provide onsite the **Annual Essential Safety Measures Report** and all maintenance records (including logbooks) for emergency lighting, exit doors and firefighting equipment as required by **Regulation 223 & 225**.

5.4. the building is a danger to the life, safety or health of any member of the public or of any person using the building, in that:

5.4.1. the entry door to the building which is also used as the main exit swings into the existing foyer and does not allow an occupant from safely escaping a fire when passing other occupancies, contrary to Part D2.20 of the **Building Code of Australia Volume One**; and

5.4.2. the entry main exit door also contains locks & handles that severely delay a person from evacuating the building in an emergency as required by **Regulation 228** of the *Building Regulations 2018*; and

5.4.3. the entry doors of each occupancy that open directly into a public corridor used as the only exit path, do not contain suitable fire separation or self-closing devices to protect any other occupant from safely escaping a fire when passing other occupancies, contrary to Part C3.11 of the **Building Code of Australia Volume One**; and

5.4.4. the entry doors to some units contain locks & knob type handles that severely delay a person from evacuating the building in an emergency as required by **Regulation 228** of the *Building Regulations 2018*; and

- 5.4.5. the building is not provided with adequate **hardwired smoke detectors** located in the sole-occupancies, corridors, hallways associated with a bedroom and area(s) between bedroom(s) are not operational, contrary to **Specification E2.2a of the Building Code of Australia Volume One**; and
- 5.4.6. the Fire Brigade is not provided with early warning of a fire outbreak in the building in order to safely evacuate occupants and combat the fire from spreading due to the automatic warning system (**Alarm Signalling Equipment**) being disconnected and not regularly monitored; and
- 5.4.7. the **Fire Fighting Equipment** (including sprinklers, hydrants & extinguishers) has not been adequately maintained to a safe level to ensure the safe use and effective operation by Fire Brigade & Occupants (as applicable) to extinguish a fire and carry out safe evacuation procedures as required by **Regulation 225 of the Building Regulations 2018**; and
- 5.4.8. the building from the main common area to the front northern exit door is not provided with an adequate **exit sign** to assist the occupants to safely egress the building in the event of an emergency or power outage contrary to **Part E4.6 of the Building Code of Australia Volume One**; and
- 5.4.9. existing **smoke doors to corridors** do not contain smoke seals and do not self-close (including upon early activation of a smoke alarm) to segregate smoke and fire to provide occupants sufficient time to safely evacuate the building contrary to **Specification C3.4 of the Building Code of Australia Volume One**; and
- 5.4.10. the **common walls and ceilings** separating the communal kitchen and managers office areas to separate occupancy unit number 45 are not suitably **fire separated** to restrict the spread of fire in order to protect and provide additional time for the occupants to safely evacuate, contrary to **Specification C1.1 – 4 of the Building Code of Australia Volume One**; and
- 5.4.11. the entry doors accessing separate occupancy unit number 45 from communal kitchen and managers office areas do not contain suitable fire separation or self-closing devices to protect any other occupant from safely escaping a fire when passing other occupancies, contrary to **Part C3.11 of the Building Code of Australia Volume One**; and
- 5.4.12. **Suitable exhaust ductwork** has not been provided above all existing **ovens/hot plates** to occupancies so that they may discharge directly outside in accordance with **Australia Standard AS3666.1 & Part F4 of the Building Code Australia Volume One**.

6. The previously mentioned are the reasons why this Notice was issued.

NOW THEREFORE TAKE NOTICE THAT:

7. You are required to **SHOW CAUSE** within 90 days of the date of service of this Notice:
- 7.1. why occupation & use of the building should not be prohibited as a **Class 3 – Common place of long term living for a number of unrelated persons**; and
 - 7.2. why you should not obtain and display a copy of the **Building Permit and Occupancy Permit** for the **proposed change of use** including an **Essential Safety Measures List** all to the satisfaction of the Municipal Building Surveyor; and
 - 7.3. why you should not **reinstate** the building back to its original approved condition as a **Class 3 – Age care** (sic Class 9(c) – Aged care building); and
 - 7.4. why you should not obtain a **Building Permit** for the **current essential safety measures works occurring at the building**; and
 - 7.5. why you should not provide a copy of the current completed **Annual Essential Safety Measures Report**; and
 - 7.6. why you should not provide **maintenance records** (including logbooks) of the **Essential Safety Measures** as required by **AS 1851** including:
 - i. exit Doors
 - ii. emergency lighting
 - iii. illuminated Exit Signs
 - iv. fire Extinguishers
 - v. hydrants (including 3 & 6 year test (old buildings) & 5 year (new building)
 - vi. sprinklers (including 12 year & 24 year tests)
 - vii. sprinkler Booster system
 - viii. hydrant/Sprinkler pumps
 - ix. smoke alarm system
 - 7.7. why you should not carry out following **work** in relation to the building:
 - 7.7.1. **re-swing** the main front entry exit door towards the direction of travel to allow an occupant from safely escaping a fire when passing other occupancies; and
 - 7.7.2. **install** compliant single keyless downward or **pushing action door handle device** (located between 900mm-1100mm above floor level) to the **front entry exit door** so that it can be readily opened in an emergency from the side facing a person seeking egress from the building in accordance with **Part D2.21** of the Building Code Australia Volume One; and
 - 7.7.3. **install self-closing, tight fitting, solid core doors** at least **35mm thick doors** to all **entry doorways** of each occupancy in accordance with **Part C3.11** of the Building Code of Australia - Volume One; and

- 7.7.4. install a compliant single keyless downward or pushing action door handle device (located between 900mm-1100mm above floor level) to the front unit doors so that it can be readily opened in an emergency from the side facing a person seeking egress from the building in accordance with Part D2.21 of the Building Code Australia Volume One; and
- 7.7.5. install an independent hardwired smoke alarm system to all sole occupancy units, in accordance with AS 3786 and Specification E2.2a of the Building Code of Australia Volume One; and
- 7.7.6. install a suitable independent automatic warning system on the detection of smoke or fire in the common areas of the building so that they may safely evacuate, in accordance with AS 1670 and Specification E2.2a of the Building Code of Australia Volume One; and
- 7.7.7. install an Alarm Signalling Equipment (ASE) to the building and provide written confirmation from a monitoring authority that the ASE is currently connected and monitored.
- 7.7.8. submit a copy of the Certificate of Electrical Safety and Inspection Certificate of Compliance from a registered electrician for the re-activation/installation of the items mentioned above in 6.7.5, 6.7.6 & 6.7.7; and
- 7.7.9. provide the tests results of 5 yearly pressures & flow tests for the sprinkler system in accordance with AS 2118.4 and Part E1.5 of the Building Code of Australia Volume One; and
- 7.7.10. provide 3 year flow test and 6 year flow test on the hydrants to AS 1851; and
- 7.7.11. provide an exit sign to the main common area to assist the occupants to safely egress the building in the event of an emergency or power outage through the front northern exit door; and
- 7.7.12. provide smoke seals to smoke doors in corridors and ensure they self-close (including upon early activation of a smoke alarm) to segregate smoke and fire to provide occupants sufficient time to safely evacuate the building; and
- 7.7.13. install suitable Fire Rated Level (FRL) building elements to common walls & ceilings that extends to the underside of the roof covering for the existing separate occupancy unit number 45; and
- 7.7.14. install self-closing, tight fitting, solid core doors at least 35mm thick to doors accessing separate occupancy unit number 45 from communal kitchen and managers office; and
- 7.7.15. install suitable exhaust ductwork above all ovens/hot plates that discharge directly outside of the Building Code Australia 2019 Volume One; and

Important Note: Item 7.7 is not a directive to carry out building work, nor does it authorise any person to carry out building work.

DATED THIS 3rd DAY OF APRIL 2020

BUILDING NOTICE SERVED BY:



Signed: _____

Mathew Hopwood-Glover
Deputy Municipal Building Surveyor
Delegate of Municipal Building Surveyor
Frankston City Council
30 Davey Street Frankston VIC 3199
Telephone: 1300 322 322 E-mail: Info@Frankston.vic.gov.au

BUILDING NOTICE NUMBER: 3-2020-ICOU

Information Notes:

What is a Building Notice?

A Building Notice is a "show cause" Notice which gives the owner an opportunity to provide information and details justifying why certain work or procedures should not be carried out. In simple terms, the recipient of a building notice is required to provide the Municipal Building Surveyor reasons why he or she should not comply with the directions detailed in the notice.

Why has a Building Notice been issued?

A Building Officer of the Frankston City Council has recently inspected the property/land and identified either general safety deficiencies or aspects that do not comply with the *Building Act 1993* or *Building Regulations 2018*. Under section 212 of the 'Act', Council is responsible for enforcement provisions including Section 106 of the *Building Act 1993*. The Municipal Building Surveyor also has a duty of care and is responsible to give the owner an opportunity to justify why certain works or procedures should not be carried out.

What are you required to do?

It is in the owner's best interest to submit a written response containing statements as to why he or she should not comply with the directions of the Building Notice, or alternatively, submit a submission agreeing to undertake the works. A submission should include a schedule of works containing details of how and when the works will be completed. It is important to respond to all items and address them individually. Please find attached an Owners Response to Building Notice form to assist you with your submission.

In regard to certain matters, it is in the owner's best interest to engage a suitable professional to act on his/her behalf to achieve clear resolution. If the matters raised in the notice are of a technical nature, an informed technical justification from a competent professional in the relevant field may be required. If you require advice on suitable professional fields, please contact the Council on 1300 322 322 Please ask for the officer listed for enquiries on the covering letter.

It is important that no work is carried out until an agreement is reached between the owner and the Municipal Building Surveyor, unless safety aspects require immediate attention which will generally be represented in a separate emergency order.

Consideration of your statements

The Municipal Building Surveyor or delegated representative will consider all written statements from the owner or persons engaged to act on his or her behalf if received within the Thirty (30) day period. After consideration of the written statements the Municipal Building Surveyor may request further information in respect to certain items. Once all items have been adequately addressed, one of three actions will occur. The Building Notice may be cancelled or, a Building Order may be issued with some items deleted or amended to reflect the outcome of previous discussions and submissions or, a Building Order will be issued and contain all the directions detailed in the Building Notice.

A Building Order is the next step in the process. If a Building Order is issued, it will require the owner to undertake the directions of the order within a stated time period. Importantly, should compliance with a Building Order not be achieved, penalties will be determined in the Magistrates Court.

What if you do nothing?

The Intention of a Building Notice process is to raise discussion of the issue/s between the owner of the property and the Municipal Building Surveyor or delegate. In the event the Municipal Building Surveyor does not receive any response, a Building Order will be issued based on the original observations, and generally contain all the directions detailed in the notice.

Appeals to the Building Appeals board

Under Section 142(1) an owner of a building or land may appeal to the Building Appeals Board against a decision to serve a notice or a failure within a reasonable time, or refusal, to cancel a notice. For further information on the appeal process please visit the Building Appeals Board website <http://www.buildingappeals.vic.gov.au/> or contact via email at registry@buildingappeals.vic.gov.au or telephone 1300 421 082. Pursuant to section 146 of the Act and regulation 271 of the Regulations, the prescribed appeal period is 30 days from the date of the notice.

Frankston Magistrates Court

Frankston City Council frequently attends court to penalise owners in regard to breaches of the *Building Act 1993*. It is in the owners' best interest to resolve the subject issues and work with Frankston City Council rather than be convicted for breaching sections of the *Building Act 1993*. Penalties Issued by Frankston Magistrate Court for failure to comply generally range from \$2000 - \$60,000 plus any costs incurred by Frankston City Council.

Owners Response to Building Notice

We hope the contents of this document has aided in your understanding of the Building Notice process. Attached is a form to aid you in your written statements. We strongly encourage you to complete this form or compile something of a similar nature and return within the designated time period. If you have any further queries, please contact the Council on telephone number 1300 322 322.

Subsequent Owners of the Land

Pursuant to section 236 of the Act, this building notice is binding on every subsequent owner of the land.

Additional Building Permit

You are required to obtain a Building Permit prior to the commencement of any building works.

The Crown & Public Authorities

Pursuant to Division 6 of the Act, this building notice, any building order or other order, infringement, penalty is not enforceable on the Crown and Public Authority. However, if it relates to a licensee or lessee of crown land, then enforcement and Part 8 of the Act will apply as if the licensee or lessee were an owner.

[illegible]

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Date: _____

Signature: _____ **Date:** _____

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

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.

Rooming house residency agreement

Residential Tenancies Act 1997 – Section 94(2)

Telephone Interpreter Service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمات محلية) واطلب أن يوصلك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarnı ve sizi bir Danışma Memuru ile görüşmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cũ gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thu Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahimda Ingiriiska, La xiriir Adeega Tarjuma iyo Afcelinta (TIS) telefoonka 131 450 (qimaha meesha aad joogto) waydii'auna in lagugu xiro Sarkaalka Maciiumaadka ee Arimaha Macmiilaha Fikdoriya tel: 1300 55 81 81.

Chinese 如果您不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450 (紙花費一個普通電話費)，讓他們幫您接達維多利亞消費者事務處 (Consumer Affairs Victoria) 的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilača i tumača (Translating and Interpreting Service - TIS) na 131 450 (po cenu lokalnog poziva) i zamolite ih da vas povežu sa Službenikom za informacije (Information Officer) u Viktorijskoj Službi za potrošačka pitanja (Consumer Affairs Victoria) na 1300 55 81 81.

Amharic ለግልጽ ለግል ለመረጃ ጥያቄ ካለዎት የልዩነት ለገልጽ-ትገልጽ (TIS) በአካል ላይ 131 450 (በአካል ጥሪ ላይ) በመደወል ለገንዘብ ደጋፊ ጉዳይ ለገልጽ በአካል ላይ 1300 55 81 81 ደውሎ መረጃ ለውረድ ጽሑፍ ላይ ለግልጽ መጠየቅ፡፡

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، یا اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره ۱۳۱ ۴۵۰ به قیمت مخابره محلی تماس بگیرید. و بخواهید که شما را به کارمند معلومات دفتر امور مراجعین ویکتوریا به شماره ۱۳۰۰ ۵۵ ۸۱ ۸۱ ارتباط دهد.

Croatian Ako ne razumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτωρίας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il "Translating and Interpreting Service" (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

This agreement is made between the rooming house owner or their agent (Party A) and the resident(s) (Party/Parties B, C etc.). Note: Enter text in spaces provided only.

Part A: Party details

Party A

Note: If Party A is the rooming house owner, complete 'Rooming house owner' below. If Party A is an agent acting for the owner, complete 'Agent' below.

Rooming house owner

Owner's full name:	Leanne Toogood & Carolyn Jones
Owner's address for service of documents:	C/- O'Brien Real Estate Pty Ltd 474 Nepean Highway Frankston
Owner's ACN (if owner is a company):	

Agent

Agent's full name:	Bridget Speirs
Agent's ACN (if agent is a company):	O'Brien Real Estate Frankston
Agent's telephone number:	9781 6666
Name of contact person (if agent is a company):	Bridget Speirs
Can agent authorise urgent repairs?	Yes
Amount agent can authorise (\$):	1000
Agent's address for service of documents:	Shop 1, 474 Nepean Highway, Frankston

Emergency telephone number

Owner/Agent's emergency telephone number: <i>Note: Owner's number must be given if the agent cannot authorise urgent repairs. Number must be available 24 hours, 7 days a week.</i>	03 9781 6666
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Party B: Resident

Full name:	Joanne M Cayanan & John Aeron
Address (if applicable):	22 Turella Close Berwick Vic 3806

Party C: Resident

Note: Use if two or more residents have an exclusive occupancy right to the room. Add as many as required on another page if necessary. Make sure you attach the extra page and the corresponding extra signature page to this agreement.

Full name:	
Address (if applicable):	

You must also sign and date the final page of this agreement.

Part B: Information about this agreement

This agreement is made in accordance with section 94(2) of the *Residential Tenancies Act 1997*.

Who can use this agreement?

This agreement can be used by:

- **A rooming house owner:** the person who owns and/or manages a rooming house (referred to in this agreement as 'the owner' or, in Part F, as 'you') or
- **An agent of a rooming house owner:** the person who manages some of the rooming house owner's affairs (referred to in this agreement as 'the agent' in Parts A and G) or
- **A resident:** the person who lives or plans to live in a room within a rooming house (referred to in this agreement as 'the resident' or, in Parts D and E, as 'you').

Do I have to use this agreement if I own, operate or stay in a rooming house?

No, you do not. This agreement is not compulsory. If you own, operate or stay in a rooming house you may choose to:

- use this agreement
- make a verbal agreement or
- use a Residential tenancy agreement (as defined by section 3 of the *Residential Tenancies Act 1997*).

Why should I use this agreement?

This agreement has been designed for rooming house owners, operators and residents. It sets out the main rights and duties of the owner, operator and resident under the residential tenancies laws. In addition, it records the agreement reached between the owner, operator or agent and the resident on the cost and method of payment of rent, any extra services provided to the resident, and the type of room rented to the resident.

How does this agreement work with other laws?

This agreement does not contain all of the rights and obligations that the owner, operator and resident must comply with. These are set out in the *Residential Tenancies Act 1997*, the Residential Tenancies Regulations 2019 or the Residential Tenancies (Rooming House Standards) Regulations 2012. Other laws regarding health and safety also apply.

Can this agreement be used to fulfil the notice requirements under the *Residential Tenancies Act 1997*?

Part A of this agreement can be used to provide written notice of the rooming house owner's and agent's details, and other information, as required by section 125 of the *Residential Tenancies Act 1997*.

If a fully completed copy of this agreement is given to the resident on or before the first day of the resident's occupation of the room, the owner does not have to provide a separate written notice or statement of the additional information required by section 125.

This agreement cannot be used to provide the following types of written notice required by the *Residential Tenancies Act 1997*:

- Notice to resident of residency right (section 92C)
- Notice of increase in room capacity (sections 94B, 94C and 94D)
- Notice of rent increase (section 101)
- Notice of a change in house rules (section 127)
- Notice of urgent repairs arranged by the resident (section 129) or
- Notice to enter the resident's room (section 136(d)).

Enforcing your rights and duties under this agreement

Disputes about rights and duties contained within the *Residential Tenancies Act 1997*, the Residential Tenancies Regulations 2019 or the Residential Tenancies (Rooming House Standards) Regulations 2012 may be heard by the Victorian Civil and Administrative Tribunal (VCAT).

For advice on making an application to VCAT, please contact:

The Victorian Civil and Administrative Tribunal

Web: Victorian.Civil.and.Administrative.Tribunal.website (vcat.vic.gov.au)

Email: vcat-rt@vcat.vic.gov.au

Telephone: 1300 01 8228 (1300 01 VCAT). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

Contact Consumer Affairs Victoria if you need advice on how to use the *Residential Tenancies Act 1997*, the Residential Tenancies Regulations 2019 or the Residential Tenancies (Rooming House Standards) Regulations 2012 to enforce a right or duty under this agreement:

Consumer Affairs Victoria

Web: Consumer.Affairs.Victoria.website (consumer.vic.gov.au)

Email: consumer@justice.vic.gov.au

Telephone: 1300 55 81 81, 9:00 am to 5:00 pm, Monday to Friday (except public holidays).

Additional terms

Additional terms may be added to this agreement. Such terms:

- must not take away any of the rights and duties set out in the *Residential Tenancies Act 1997*
- must comply with the unfair contract terms provisions under the Australian Consumer Law and
- may be overturned or changed by VCAT under section 94A of the *Residential Tenancies Act 1997* if VCAT is satisfied that they are harsh or unconscionable (unfair).

If additional terms are set out in an attachment, the owner and resident must sign each page of that attachment.

Changing this agreement

The terms of this agreement set out in Parts C, E and F cannot be changed.

You must fill out a new agreement if any of the following information changes:

- the details of the rooming house owner
- the details of the agent of the rooming house owner
- the details of the resident or residents
- the address of the rooming house.

If other details in the agreement are changed, such as the residency right or the rent, you can either:

- fill out a new agreement; or
- make the changes in this agreement.

If you make the changes in this agreement, each of the parties must sign and date each change in the space beside the change.

Part C: Basic statement of rights and duties

If you use this agreement, you agree to the following—

As owner/operator I agree with the resident that:

- If you pay your rent in cash I will give you a receipt immediately.
- The common areas are clean and safe to use.
- I will respect your privacy. I will not enter your room and interfere with your belongings, except as provided in this agreement and by the law.
- You can have visitors in reasonable hours.
- Access to kitchen and bathroom facilities is available at all times.
- Your room and the rooming house are secure with locks, and you will be provided with keys to those locks.
- If there is a rent increase, I will give you 60 days' notice in writing of the rent increase.
- All items supplied in your room and in the common areas are clean and in working order.
- You can use and keep personal property in your room unless it is unsafe, impractical or interferes with other residents.
- If urgent repairs are necessary, I will arrange them immediately. I will attend to other repairs as soon as I reasonably can.
- I will give you at least 120 days' notice that you must move out, but under the law I can give you less notice to move out if you behave illegally or unreasonably.
- There have been electrical and gas safety checks of the rooming house as required by law.
- You have a complete and legible copy of this signed agreement.

As resident I agree with the owner/operator to:

- Pay my rent on time.
- Be considerate of the other residents of the rooming house.
- Respect and care for the rooming house, and any equipment that the rooming house owner has provided to me, and not damage any of them.
- Obey any house rules and keep my room clean and safe.
- Immediately tell you about any damage I see or cause.
- Ensure that my visitors do not damage the rooming house or disrupt other residents.
- Tidy any common areas after I use them, and make sure they are in the same condition as they were before I used them.
- Give you 2 days' notice when I decide to move out.
- Give you a new key straight away if I change my door lock.
- Leave my room clean and tidy, take my personal things with me, and not take any of the things supplied to me by the rooming house owner to use during my stay, when I move out.
- Not use my room or the rooming house for any illegal purpose.

Part D: Your rent and room*Note: In this Part D, 'you' means the resident.*

1. About your room	
You have (indicate with an 'X' which applies to you):	
the right to your own room ('exclusive occupancy')	X
the right to share a room with one or more people who are not named in Part A of this agreement ('shared room right')	N/A
Room number and/or name:	8
Address of rooming house:	14 Sandpiper Place, Frankston
2. Period covered by this agreement	
The agreement will begin on: <i>Note: This is the date when you can start using the room.</i>	7 th October, 2020
The agreement will continue until it is terminated in accordance with the <i>Residential Tenancies Act 1997</i> .	
3. About your rent payments	
Your rent amount is: <i>Note: The owner must not ask you to pay more than 14 days (two weeks) in advance.</i>	\$780 monthly
You must pay your first rent on this date:	7 th October, 2020
After that you must make your rent payments on these days or dates: <i>Note: Specify day or date.</i>	The 7 th day of every month
This is where you must pay your rent: <i>Note: Street address or bank details.</i>	O'Brien real estate Frankston – 474 Nepean Highway, Frankston 3199 Receiving Account: O'Brien Real Estate Frankston Pty Ltd Rental Trust Account BSB: 033 272 Account No: 363543
4. Bond	
I require you to pay a bond (Yes/No): <i>Note: A condition report must be provided if a bond is required.</i>	Yes
Bond amount (\$ or NIL):	\$360.00
As well as your rent, you will need to make these extra payments (if applicable)	
5. Service	Amount (\$)

Part E: What the resident must do

In this Part E, 'you' means the resident.

6. You must use the room for residential purposes only. You cannot run a business in your room.

7. You must keep your room clean and safe.

- You must keep your room clean so that it does not become a fire risk, a safety risk or a health risk.
- You must get written permission from the owner if you want to install or attach anything in your room (or anywhere else in the rooming house) that might cause damage when you remove it or take it down.

8. You must tell the owner or agent if you notice that anything is broken or damaged.

- You must tell the owner or agent if you or your visitors damage anything in your room or the rooming house. (This doesn't apply to 'fair wear and tear' – for example, when a carpet starts to wear out or the sun fades a curtain.)
- You must pay the owner for any damage you or your visitors cause.
- If you notice that anything in your room or the rooming house is broken or damaged you must tell the owner or agent.

9. You must not do any of the following.

- You must not keep an animal in the rooming house unless the owner or agent has said that you can.
- You must not use your room for any illegal purpose.
- You must not let your visitors use your room for any illegal purpose.
- You and your visitors must not do anything in or near the rooming house that will stop other residents from using and enjoying the rooming house.
- You and your visitors must not do anything in or near the rooming house that affects the privacy of other residents or disturbs their peace and quiet.

10. If house rules are displayed, you must follow them.

11. There are special rules about access to your room.

- If you change a lock to the room, you must give the owner or agent a copy of the new key as soon as possible after the lock is changed.
- The owner (or someone the owner has authorised in writing to do so) can come into your room in certain circumstances. See clause 22.

12. Leaving the rooming house

- You must give 2 days' notice that you wish to leave the rooming house.
- When you leave the rooming house you must leave the room clean and tidy and:
 - You must leave the keys with the owner of the rooming house or the agent and
 - You must not take any furniture or any other things supplied by the rooming house owner.

Part F: What the owner must do

In this Part F, 'you' means the owner.

- 13. You must ensure that the rooming house meets the requirements of the Residential Tenancies (Rooming House Standards) Regulations 2012.**
- 14. You must respect the resident's privacy, peace and quiet, and proper use and enjoyment of the room and facilities.**
 - You must not do anything that will restrict or interfere with the resident's privacy, peace and quiet, or proper use of the room and facilities.
 - You must take all reasonable steps to ensure that the other residents of the rooming house do not do anything or permit their visitors to do anything that interferes with the resident's privacy, peace and quiet, or proper use of the room and facilities.
- 15. You must take all reasonable steps to ensure the security of the resident's property in their room**
- 16. The resident's room and the rooming house must be generally clean and safe**
 - You must ensure that the resident's room and the rooming house are kept in good repair and are safe. As well, all facilities, fixtures, furniture and equipment that you provide must be kept in good repair and be safe.
 - If you are repairing or renovating the rooming house facilities, you must minimise any inconvenience and disruption to the resident. If necessary, you must provide the resident with temporary replacement facilities.
 - You must also ensure that:
 - the electrical wiring of the premises is protected by a switchboard type residual current device that complies with Australian Standards
 - the resident's room and all common areas have adequate ventilation
 - there is enough light for the resident to move about safely within the room and premises and
 - the resident's room has at least 2 power points that are unoccupied, working and safe.
- 17. You must give the resident 24-hour access to their room, a toilet and a bathroom.**
 - You must also give the resident access to other facilities for the resident's use in the rooming house during all reasonable hours.
- 18. You must ensure that the doors and windows in the rooming house meet certain requirements.**
 - You must ensure that:
 - any door to a shared toilet or bathroom has a privacy latch that the resident can use from inside the toilet or bathroom without a key
 - any window in the resident's room has a curtain, blind or other covering that the resident can open or close for privacy
 - each room has a door that can be closed for privacy and security
 - any door used to enter the resident's room is fitted with a lock that can be unlocked from the inside without a key
 - each external window that can be opened can be securely fixed in a closed or open position without a key.
- 19. You must provide the following facilities for preparing food and doing laundry.**
 - You must ensure that the resident has access to:
 - an area to prepare food
 - a working sink
 - a working cook top
 - a working oven that can hold a full-sized dinner plate or medium casserole dish
 - a working refrigerator with a freezer compartment
 - a 100 litre cupboard that must be lockable if provided in a common area (separate from the resident's wardrobe) and
 - a table and chairs in a common area if there are none in the resident's room.
 - You must ensure that the resident has access to the following laundry facilities:
 - a communal laundry which has a wash trough or basin connected to a continuous and adequate supply of hot and cold water
 - a space next to the wash trough or basin that will fit a washing machine
 - hot and cold water taps in the space next to the wash trough or basin that a washing machine can be connected to and
 - a clothes line or clothes airer or tumble dryer.
- 20. House rules must be reasonable and fair.**
 - If you have house rules you must:
 - give the resident a copy of the rules before (or on the same day) that this agreement is made
 - give the resident 7 days written notice of any proposed change to the rules
 - take reasonable steps to ensure that all residents follow the rules
 - interpret and enforce the rules consistently and fairly and
 - display the rules prominently in the resident's room.
- 21. You must display an emergency plan.**
 - You must prepare an emergency plan in accordance with Australian Standards and display it:
 - in the resident's room and

- in every common area.
- 22. You can enter the resident's room in some circumstances.**
 - You (or someone you have authorised in writing to do so) must not enter the resident's room without notice except:
 - if each resident in the room agrees that you can enter or
 - if there is an emergency and immediate entry is needed to save life or valuable property or
 - to provide services within the times set out in the house rules.
 - You can enter a resident's room between 8:00 am and 6:00 pm on any day (except a public holiday) if you give each resident of the room at least 24 hours' notice in writing – but only when:
 - you have reasonable grounds to believe that a resident has not been complying with the *Residential Tenancies Act 1997* or

- you need to carry out a duty under a relevant Act or regulation or
- you want to inspect the room, and it has been at least 4 weeks since the last inspection or
- you want to show the room to:
 - a potential resident because a resident has given notice to leave and you are renting out the room to another resident
 - a potential resident who will share the room
 - a potential purchaser of the rooming house or
 - a person lending money and using the rooming house as security for the loan.

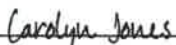
Further information on your right to enter a resident's room is set out in Division 7 of Part 3 of the *Residential Tenancies Act 1997*.

Part G: Signatures

Signed by:

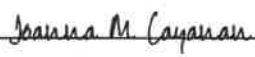
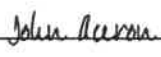
Party A: Rooming house owner/agent

I acknowledge that I agree with the terms of this agreement.

Signature:		
Date of agreement (Day/Month/Year):	15-Oct-20	20-Oct-20

Party B: Resident

I acknowledge that I agree with the terms of this agreement.

Signature:		
Date of agreement (Day/Month/Year):	14-Oct-20	14-Oct-20

Party C (if applicable): Resident

Note: Use if two or more residents have an exclusive occupancy right to the room. Add as many as required.

I acknowledge that I agree with the terms of this agreement.

Signature:	
Date of agreement (Day/Month/Year):	

14 SANDPIPER PLACE - HOUSE RULES

To protect your comfort, safety, enjoyment and that of your neighbours, the Owner Corporation has adopted the following rules concerning your conduct while a Tenant of the Premises. Owner reserves the right to make changes or adopt additional rules. Failure to comply with the rules will constitute a material breach of this Agreement and may constitute a just cause for eviction.

Noise and Behaviour

1. Tenant shall not make or permit any noise, or engage in or permit any other conduct that disturbs or offends other residents or neighbours. Special consideration must be exercised before 8:00AM and after 10:00PM. Tenant must comply with the directions of the Owner and Owner's determination shall be final.
2. Tenant is responsible for ensuring that disturbing noises are not caused by Tenant's family, guests or invitees. Social gatherings of Tenant and their guests are welcomed and encouraged provided that such gatherings do not become loud, boisterous, or generally objectionable, as judged in Owner's sole discretion, so as not to interfere with the right of quiet enjoyment of other residents and neighbours. Hosting a loud, boisterous party in violation of this rule may lead to Tenant's eviction.
3. Radios, televisions, or other sound equipment should NEVER be operated to the disturbance of others. Special care should be exercised before 8:00AM and after 10:00PM. Tenants must comply with the directions of Owner and Owner's determination shall be final.
4. Consumption of alcoholic beverages, by Tenant or Tenant's guests is prohibited in the common areas of the Building.
5. Residents are expected to cooperate with each other in resolution of any potential disputes and are encouraged to use the services of a local dispute resolution service or Owner's Agent if they are having difficulty at dispute resolution on their own. Tenant recognises and agrees that it is unfair and impractical to demand that Owner take sides between them or use Owner's authority against one resident for the benefit of another. Therefore, tenant agrees that under no circumstance will Owner be required to take any sort of action whatsoever as between Tenant and other residents or guests to resolve disputes, nor shall Owner be required to take any sort of action whatsoever as between Tenant and other residents or guests to resolve disputes, nor shall Owner be required to evict, or threaten to evict, any resident because of a dispute upon demand by Tenant, and Owner's failure to do so shall not give rise to a claim against Owner for breach of Tenant's quiet enjoyment or any other causes of action.

Parking (22 spaces provided)

1. Tenants shall park in their assigned place ONLY and shall not permit visitors to use parking facilities
2. Only vehicles may be parked in parking areas.
3. Motorcycles, motor-driven cycles and bicycles, etc. shall not be stored in/on patios, fire escapes, hallways, or other non-parking area.

Building Appearances

1. No alteration that will affect the building's appearance, such as new window coverings, shall be permitted without Owner's approval.
2. No foil, signs, advertisements, posters or similar displays, except burglary prevention notices, shall be affixed to any door, window, or exterior wall without Owner's prior written approval.
3. Garbage cans, brooms, mops, cardboard boxes and similar articles are to be kept inside the Tenant's premises and out of view. Care shall be exercised that such articles are not stored in such a way as to create a fire or safety hazard.
4. Towels, rugs, clothing and other similar articles are not to be hung from windows, railings or balconies.

Lockouts

1. All lost keys must be reported to the Owner immediately.
2. Tenant should take care not to lock himself/herself out of the Premises. If Owner is required to assist any Tenant in gaining entry to Tenant's Premises, Owner may charge Tenant \$50 for each successive lockout and may require Tenant to contract with a professional locksmith.

Insurance

1. Tenant is advised to carry sufficient insurance on personal property and to protect Tenant from losses due to fire, flood, theft, personal injury or injury to others, or other casualty. Owner will not be responsible for replacement of any items or for Tenant's losses unless as a direct and proximate result of Owner's negligence. In the event that Tenant elects to place such insurance, Owner must be named as an "Additional Insured" on the policy and shall be provided no less than ten (10) days' notice of any cancellation or termination of the policy.

Refuse

1. In order to preserve the appearance and cleanliness of your building, Tenants shall take care to prevent waste from dropping, spilling on carpeting, concrete and walkways when disposing of rubbish.
2. Tenants are required to cooperate with any recycling programs in effect.
3. Items too large to fit in any normal rubbish bin or container must be carried to the area designated by Owner.
4. Rubbish is to be placed inside designated containers or bins and doors and lids should not be slammed.
5. Tenants are responsible for the general cleanliness and sanitation of the building. Please keep that in mind at all times.
6. Cardboard boxes and other large refuse should be broken down or folded before being placed in the designated dumpster outside.

Deliveries

1. Owner is not responsible for the delivery, acceptance or receipt of, damage to or loss of, messages, packages, mail or other material left at entrances to the Building or elsewhere in the Building.

Floor Covering

1. Owner may, in Owner's discretion, require all rooms to be professional cleaned on vacating of the room.

Unit Care

1. Smoking is prohibited in rooms at all times. Smoking may only take place in designated outside areas.
2. Before washing or cleaning drapery or carpet, Tenant must consult Owner for the appropriate method or for recommended vendors to perform such work.
3. Tenant shall be responsible for any damage caused by the employment of any improper method or vendor and/or the cost of redoing the work or restoring damaged articles or property to the Owner's satisfaction, if the method applied or the vendor employed was unsatisfactory.
4. Tenant may not install air conditioners, ventilators or window screening devices without Owner's prior written approval.
5. Tenant shall restore the original paint colours prior to vacating the Premises. Tenant shall be responsible for all costs involved in such repainting.
6. Any accessories such as towel rails, coat hooks, TV brackets or built-in closet shelves, etc. may not be added without the prior written consent of Owner. Once installed, they may not be removed upon vacating the Premises. Fridges, microwaves and other appliances, if provided, must be used only for the intended purpose for which they were designed and constructed.

Wall Hangings

1. Adhesive picture hangers of any kind are permitted. Picture hangers employing a small nail or pin are at the Owner's discretion. However, Tenant is responsible for the cost of any repairs or painting required as a result of the hanging of pictures or other objects.

Laundry Facilities

1. Heavy articles are not allowed in the laundry machines or dryers.
2. Tenant must remove contents from machine promptly when cycle is complete.
3. Owner assumes no responsibility in the use of laundry equipment or for items lost, stolen or damaged therein. Laundry facilities are for the exclusive use of Tenant for their own clothing only. Owner may, in Owner's sole discretion, raise the fees for usage of the machines without notice, and any such raise shall not constitute an increase in rent.

ACCEPTED AND AGREED TO BY:

Tenant Signature: *Joanna de la Cruz* Date: 14-Oct-20

Owner/Agent Signature: *Erin J. Tamm* Date: 21-Oct-20

Land 8/14 Sandpiper Place, Frankston 3199

ALLIED CONVEYANCING SERVICES PTY LTD

Licensed Conveyancers

FRANKSTON OFFICE:

467 Nepean Highway
Frankston Vic 3199

MOUNT WAVERLEY OFFICE:

308 Stephenson's Road
Mount Waverley Vic 3149

Tel: (03) 9783 6299

Fax: (03) 9781 1143

E: info@alliedgroupservices.com.au

Ref: 20-1122



Conveyancing Services Pty. Ltd.

