

Contract of Sale of Land

Property:

27 Niblick Circuit, Sandhurst VIC 3977

Victorian Statewide Conveyancing Pty Ltd

Level 1

Suite 1, 58-60 Victor Crescent

NARRE WARREN VIC 3805

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Fax: (03) 8794 9072

PO Box 32, Narre Warren VIC 3805

Ref: JG:20261757

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2026

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2026

Print names(s) of person(s) signing: Bruce Walter Waterson and Leanne Phyllis Waterson

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Chelsea
Address: 463 Nepean Highway, Chelsea VIC 3196
Email: chelsea@obrienrealestate.com.au; baysidesales.accounts@obrienrealestate.com.au
Tel: 9772 7077 Mob: Fax: 9772 7022 Ref:

Vendor

Name: Bruce Walter Waterson and Leanne Phyllis Waterson
Address: 27 Niblick Circuit, Sandhurst VIC 3977
ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd
Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805
Email: info@victorianstatewide.com.au
Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20261757

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10800 Folio 710	465	PS 500745K

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 27 Niblick Circuit, Sandhurst VIC 3977

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

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

Payment

Price \$
Deposit \$ By (of which has been paid)
Balance \$ payable at settlement

Deposit bond

- ☐ General condition 15 applies only if the box is checked

Bank guarantee

- ☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

- ☐ a residential tenancy for a fixed term ending on / /20.....

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than

Approval
date:

Building report

- ☐ General condition 21 applies only if the box is checked

Pest report

- ☐ General condition 22 applies only if the box is checked

Special Conditions

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

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*



GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

SPECIAL CONDITION 1 – Christmas Closure Period

1. Where a settlement date is chosen during the Christmas/New Year period of Wednesday 23rd December 2026 to Monday 4th January 2027 (the closure period), the Vendor and Purchaser agree that the settlement date will be extended to Monday 4th January 2027 without penalty to either the Vendor or Purchaser.
2. The Vendor and Purchaser agree that neither party has the right to charge penalty interest, pursue additional costs or issue a Default Notice and/or Default and Rescission Notice on the other party due to failure to complete this Contract of Sale during the closure period referred to in Special Condition 1.1.
3. Neither party may make any objection, requisition, or claim for any compensation in respect of any matter referred to in Special Conditions 1.1 and 1.2.
4. Should settlement be extended as a result of the Purchaser's inability and failure to settle by 23rd December 2026, settlement will be delayed until 4th January 2027. For the avoidance of doubt, the Vendor/s reserve their right to serve a Default Notice and/or Default and Rescission Notice on the Purchaser at any time after the Purchasers are deemed to be in default of the contract. The Purchaser shall also be responsible for the Vendor's losses including but not limited to the payment of the following which are to be paid at settlement:
 - Penalty interest pursuant to General Condition 33
 - Payment in full of the vendors 2027 land tax liability.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

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

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

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

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

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

19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We,of

andof

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

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

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

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

this day of 20.....

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

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

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

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

SECTION 32 **STATEMENT**

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

Vendor:	Bruce Walter Waterson and Leanne Phyllis Waterson
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Property:	27 Niblick Circuit, Sandhurst VIC 3977
------------------	--



VENDORS REPRESENTATIVE

Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: JG:20261757

32A FINANCIAL MATTERS

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

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$5,000.00 per annum

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

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

Not Applicable

Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

2. The AVPCC number is;
3. The Entry Date of the land was;

32B INSURANCE

- (a) if the contract for the sale of the land 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, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land;-

Not Applicable

- (b) if there is a residence on the land and section 137B of the **Building Act 1993** applies to the residence, particulars of any cover under the statutory insurance scheme (within the meaning of that Act) applying to the residence.

Not Applicable

32C LAND USE

- (a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Frankston City Council Planning Scheme

Responsible Authority: Frankston City Council

Zoning: CDZ - Comprehensive Development Zone - Schedule 1

Planning Overlay/s: SLO - Significant Landscape Overlay - Schedule 2

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

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

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

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

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 10800 Folio 710
2. Plan of Subdivision PS500745K
3. Covenant PS500745K
4. Agreement AB688953T
5. Agreement AB689039V
6. Agreement AB689324W
7. Agreement AB691928Y

DATE OF THIS STATEMENT

03/09/2026

Name of the Vendor

Bruce Walter Waterson and Leanne Phyllis Waterson

Signature/s of the Vendor

Bruce Waterson Leanne Waterson

x

03/09/2026

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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

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

VOLUME 10800 FOLIO 710

Security no : 124137820963J

Produced 21/08/2026 02:22 PM

LAND DESCRIPTION

Lot 465 on Plan of Subdivision 500745K.
PARENT TITLE Volume 10781 Folio 951
Created by instrument PS500745K Stage 5 13/05/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
BRUCE WALTER WATERSON
LEANNE PHYLLIS WATERSON both of 9 DRESDEN DRIVE WATERWAYS VIC 3195
AV722063U 09/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV722064S 09/06/2022
MACQUARIE BANK LTD

COVENANT PS500745K 13/05/2004

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

AGREEMENT Section 173 Planning and Environment Act 1987
AB688953T 12/11/2002

AGREEMENT Section 173 Planning and Environment Act 1987
AB689039V 12/11/2002

AGREEMENT Section 173 Planning and Environment Act 1987
AB689324W 12/11/2002

AGREEMENT Section 173 Planning and Environment Act 1987
AB691928Y 13/11/2002

DIAGRAM LOCATION

SEE PS500745K 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: 27 NIBLICK CIRCUIT SANDHURST VIC 3977

ADMINISTRATIVE NOTICES

NIL

eCT Control 17675U LEGALSTREAM PTY LIMITED
Effective from 09/06/2022

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS500745K
Number of Pages (excluding this cover sheet)	259
Document Assembled	21/08/2026 14:22

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

PLAN OF SUBDIVISION		STAGE NO.	Land Registry use only EDITION 35	Plan Number PS 500745K
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LOCATION OF LAND

Parish: LYNDHURST
Township: -----
Section: -----
Crown Allotment: -----

Crown Portion: 47 Pt, 48 Pt & 49 Pt
LTO Base Record: D.C.M.B.
Title Reference:
 Volume 5923 Folio 480, Volume 10604 Folio 300,
 Volume 7180 Folio 888, Volume 8820 Folio 849,
 Volume 8140 Folio 737, Volume 9755 Folio 485
 Volume 8202 Folio 069, Volume 9755 Folio 486

Last Plan Reference:
 BP1504

Postal Address: 590-600, 640 & 680 Thompson Road
(at time of subdivision)
 395 & 465 Taylors Road
 155 & 255-275 Wedge Road
 390 McCormicks Road
 SKYE

AMG Co-ordinates E 343000
(of approx. centre of land in plan) N 5783300

ZONE: 55

COUNCIL CERTIFICATE AND ENDORSEMENT

Council Name: Frankston City Council **Ref:** 01/640

~~1. This plan is certified under section 6 of the Subdivision Act 1988.~~
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.~~
 Date of original certification under section 6 23 / 8 / 02 _
~~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 11(7) of the Subdivision Act 1988 has/has not been made.
 (ii) The requirement has been satisfied.
 (iii) The requirement is to be satisfied in Stage

Council Delegate _____
 Council Seal _____
 Date _____ / _____ / _____

Re-certified under section 11(7) of the Subdivision Act 1988.
 Council Delegate _____
 Council Seal _____
 Date 13 / 1 / 03

NOTATIONS

STAGING This is a staged subdivision.
Planning Permit No. 00187.

SURVEY This plan is based on survey.
This survey has been connected to permanent marks no(s).
40, 337, 396, 397 and 398
in Proclaimed Survey Area No. 52.

DEPTH LIMITATION
Does not apply.

REMOVAL OF EASEMENTS
1. The drainage easement appropriated on LP67146 will be removed upon registration of this plan, as the dominant and servient tenements will merge.
2. The easements for the transmission of electricity created by Instruments E131913, E193826 and D861103 are to be removed by agreement of the relevant parties.

All existing easements that encumber the land in this plan are shown with the exception of those within the last remaining stage lot.

The land being subdivided is enclosed within thick continuous lines.

CREATION OF RESTRICTIONS
A purpose of this plan is to create the Restrictions shown on sheets 139 to 148

Refer to sheet 6 for further notations.

BOUNDARIES SHOWN BY THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
Median: Boundaries of common walls labelled "M"
Exterior Face; All other boundaries

Hatching within a parcel indicates that the structure of the relevant wall, floor or ceiling is contained in that parcel.

VESTING OF ROADS AND / OR RESERVES

Identifier	Council/Body/Person	Identifier	Council/Body/Person
ROADS R1,R2,R3 & R4	Frankston City Council	RESERVE 14	South East Water Ltd.
RESERVES 1,2,6, 12,16,18, 20,22&23	Frankston City Council		
RESERVES 3,4,5, 7-10,13,15,17,19 & 21	United Energy Ltd. (ABN 70 064 651 029)		

THIS IS A LAND VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

Sheet 1 of 146 sheets

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

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SIGNATURE DATE 8 / 01 / 03
M01210 M02099 M02098 M03002 M02211 M02289 S05028 S07017 S07079 S07137

REF. M01107 7.01.2003 VERSION 9

Land Registry use only

Statement of Compliance/
Exemption Statement
Received ☒

Date 26 / 11 / 02

DATE 13 / 01 / 03

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION		STAGE NO.	LRO use only EDITION	Plan Number PS 500745K
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-1	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-1	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-1	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-1	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-1	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD.
E-1	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	ORIGIN ENERGY LTD.
E-1	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-2	WAY	SEE DIAGRAM	THIS PLAN	LOTS 87 - 121
E-2	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-2	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-2	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-2	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD.
E-2	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	ORIGIN ENERGY LTD.
E-2	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LOTS 87 - 121
E-3	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-3	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-3	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-3	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	ORIGIN ENERGY LTD.
E-3	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-4	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-5, E-45, E-106 E-115, E-113, E-120	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-6	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-6	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-7	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-7	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-7	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-7	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD.
E-7	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	ORIGIN ENERGY LTD.
E-7	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-8	WAY	SEE DIAGRAM	THIS PLAN	LOTS 241 - 291
E-8	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-8	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-8	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-8	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD.
E-8	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	ORIGIN ENERGY LTD.
E-8	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LOTS 241 - 291
E-10, E-106, E-112, E-120, E-10, E-106 E-112, E-120, E-10, E-106 E-112, E-120, E-10, E-106 E-112, E-120,	DRAINAGE	3	THIS PLAN	LAND IN PS500745K
E-10, E-106 E-112, E-120, E-10, E-106 E-112, E-120,	DRAINAGE	3	THIS PLAN	MELBOURNE WATER CORPORATION
E-10, E-106 E-112, E-120, E-10, E-106 E-112, E-120,	DRAINAGE	3	THIS PLAN	LOT L2
E-10, E-106 E-112, E-120,	SUPPORT	3	THIS PLAN	LOT L2
E-11	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD
E-12	DRAINAGE	SEE DIAGRAM	THIS PLAN	FRANKSTON CITY COUNCIL
E-12	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY LTD
E-13	WAY	3	THIS PLAN	LAND IN PS500745K
E-13	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER LTD.
E-13	DRAINAGE	3	THIS PLAN	LAND IN PS500745K
E-13	WATER SUPPLY	3	THIS PLAN	SOUTH EAST WATER LTD.
E-13	POWERLINE	3	THIS PLAN *	UNITED ENERGY LTD.
E-13	SUPPLY OF GAS	3	THIS PLAN **	ORIGIN ENERGY LTD.
E-13	TELEPHONE AND DATA TRANSMISSION	3	THIS PLAN	LAND IN PS500745K
E-13	DRAINAGE	3	THIS PLAN	MELBOURNE WATER CORPORATION
E-13	DRAINAGE	3	THIS PLAN	LOT L2
E-13	SUPPORT	3	THIS PLAN	LOT L2
			* **	Section 88 Electricity Industry Act 2000 Section 146 Gas Industry Act 2001

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE DATE / / M01210 M02099 M03002 M02098 M02211 S05028 S12154 S12155	 DATE / / COUNCIL DELEGATE SIGNATURE
Original Sheet Size A3	Sheet 2 of Sheets	REF. M01107 7.01.2003 VERSION 9

PLAN OF SUBDIVISION		STAGE NO.	LRO use only EDITION	Plan Number PS 500745K
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-14	WAY	SEE DIAGRAM	THIS PLAN	LOTS 426 - 451
E-14	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-14	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS 500745K
E-14	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-14	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD. *
E-14	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-14	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LOTS 426 - 451
E-15	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-15	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD *
E-30	WAY	SEE DIAGRAM	THIS PLAN	LOTS M1-M12, N1-N18 AND C31 ON PS500745K
E-30	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-30	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-30	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-30	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD. *
E-30	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-30	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LOTS M1-M12, N1-N18 AND C31 ON PS500745K
E-30	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LOTS M1-M12, N1-N18 AND C31 ON PS500745K
E-31	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-31	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-31	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-31	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-31	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD. *
E-31	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-31	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-33, E-45, E114	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-116, E-117				
E-33, E-45, E114	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-116, E-117				
E-33, E-45, E114	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-116, E-117				
E-33, E-45, E114	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-116, E-117				
E-33, E-45, E114	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-116, E-117				
E-34	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-36	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-36	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-37	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-37	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-37	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-37	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-37	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-37	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD *
E-40	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-40	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-40	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-40	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD. **
E-40	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-40	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LOTS S60, G & RESERVE No. 12 ON PS500745K
E-40	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD *
E-42	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-42	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-42	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LOTS S60, G & RESERVE No. 12 ON PS500745K
E-43	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LOTS S60, G & RESERVE No. 12 ON PS500745K
			* **	Section 88 Electricity Industry Act 2000 Section 146 Gas Industry Act 2001
Paroission Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473		LICENSED SURVEYOR Robert David Macaulay (PRINT) SIGNATURE _____ DATE / / M02211 M03001 W34998 S05028 S03055 S06044 S07128 S12155 REF. Compiled 28/06/05 VERSION 1		 DATE / / COUNCIL DELEGATE SIGNATURE
Original Sheet Size A3	Sheet 3 of Sheets			

PLAN OF SUBDIVISION		STAGE NO.	LRO use only EDITION	Plan Number PS 500745K
EASEMENT INFORMATION				
LEGEND: A – APPURTENANT EASEMENT E – ENCUMBERING EASEMENT R – ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-44 E-44	TRANSMISSION OF ELECTRICITY SEWERAGE	SEE DIAGRAM SEE DIAGRAM	AD2600980 THIS PLAN	UNITED ENERGY DISTRIBUTION LIMITED SOUTH EAST WATER LTD.
E-46 E-46 E-46 E-46 E-46 E-46	WAY DRAINAGE WATER SUPPLY POWERLINE GAS TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN THIS PLAN THIS PLAN * THIS PLAN ** THIS PLAN	LOTS 2001-2022 LAND IN PS500745K SOUTH EAST WATER LTD. UNITED ENERGY LTD. ORIGIN ENERGY LTD. LOTS 2001-2022
E-47 E-47 E-47 E-47 E-47 E-47 E-47	WAY SEWERAGE DRAINAGE WATER SUPPLY POWERLINE SUPPLY OF GAS TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN THIS PLAN THIS PLAN THIS PLAN * THIS PLAN ** THIS PLAN	LOTS M1-M12 N1-N18 AND C31 ON PS500745K SOUTH EAST WATER LTD. FRANKSTON CITY COUNCIL SOUTH EAST WATER LTD. UNITED ENERGY LTD. ORIGIN ENERGY LTD. LAND IN PS500745K
E-47 E-47	WATER SUPPLY	SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN	LOT S56 ON PS500745K
E-48 E-49	CARRIAGEWAY CARRIAGEWAY	SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN	LOT G LOT S60
E-50 E-50 E-50	CARRIAGEWAY SUPPLY OF GAS WATER SUPPLY	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN ** THIS PLAN	LOT S60 ORIGIN ENERGY LTD. SOUTH EAST WATER LTD.
E-51 E-51	CARRIAGEWAY DRAINAGE	SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN	LOT G LAND IN PS500745K
E-52, E-121, E-123 E-52, E-121, E-123	SUPPLY OF GAS WATER SUPPLY	SEE DIAGRAM SEE DIAGRAM	THIS PLAN ** THIS PLAN	ORIGIN ENERGY LTD. SOUTH EAST WATER LTD.
E-53 E-53 E-53	CARRIAGEWAY SUPPLY OF GAS WATER SUPPLY	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN ** THIS PLAN	LOT G ORIGIN ENERGY LTD. SOUTH EAST WATER LTD.
E-54	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-55 E-55	SEWERAGE WATER SUPPLY	SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN	SOUTH EAST WATER LTD. SOUTH EAST WATER LTD.
E-56 E-56 E-56	SEWERAGE WATER SUPPLY CARRIAGEWAY	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN THIS PLAN	SOUTH EAST WATER LTD. SOUTH EAST WATER LTD. LOT S60
E-57 E-57 E-57 E-57	WATER SUPPLY SUPPLY OF GAS TELEPHONE AND DATA TRANSMISSION POWERLINE	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN ** THIS PLAN THIS PLAN *	SOUTH EAST WATER LTD. ORIGIN ENERGY LTD. LAND IN PS500745K UNITED ENERGY LTD
E-58 E-58 E-58 E-58 E-58	WATER SUPPLY SUPPLY OF GAS TELEPHONE AND DATA TRANSMISSION POWERLINE CARRIAGEWAY	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN ** THIS PLAN THIS PLAN * THIS PLAN	SOUTH EAST WATER LTD. ORIGIN ENERGY LTD. LAND IN PS500745K UNITED ENERGY LTD LOT S60
E-59 E-59	TELEPHONE AND DATA TRANSMISSION POWERLINE	SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN *	LAND IN PS500745K UNITED ENERGY LTD
E-60 E-60 E-60	SEWERAGE TELEPHONE AND DATA TRANSMISSION POWERLINE	SEE DIAGRAM SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN THIS PLAN *	SOUTH EAST WATER LTD. LAND IN PS500745K UNITED ENERGY LTD
E-61 E-61	CARRIAGEWAY DRAINAGE	SEE DIAGRAM SEE DIAGRAM	THIS PLAN THIS PLAN	LOT S60 LAND IN PS500745K
E-65 E-65	POWERLINE DRAINAGE	SEE DIAGRAM SEE DIAGRAM	THIS PLAN * THIS PLAN	UNITED ENERGY LTD LAND IN PS500745K
			* **	Section 88 Electricity Industry Act 2000 Section 146 Gas Industry Act 2001

Paroisslen Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473		LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) S12155, S14054, SIGNATURE _____ DATE / / M02211 M03001 W34998 S05028 S03055 S07079 S07137 S06044 REF. Compiled 28/06/05 VERSION 1	 DATE / / COUNCIL DELEGATE SIGNATURE
Original Sheet Size A3	Sheet 4 of Sheets		

PLAN OF SUBDIVISION		STAGE NO.	LRO use only EDITION	Plan Number PS 500745K
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-62	WAY	SEE DIAGRAM	THIS PLAN	LOTS M1-M12, M1-N18 AND C31 ON PS500745K
E-62	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-62	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-62	POWERLINE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-62	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD.
E-62	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	ORIGIN ENERGY LTD.
E-62	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LOTS M1-M12, M1-N18 & C31 ON PS500745K
E-62	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LOTS M1-M12, M1-N18 & C31 ON PS500745K
E-62	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LOTS S60, G & RESERVE No.12 ON PS500745K
E-66	PARTY WALL	0-18	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-67	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	MELBOURNE WATER CORPORATION
E-67	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-67	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-67	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-67	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-67	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD. *
E-67	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	VIC GAS DISTRIBUTION PTY LTD. **
E-67	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-68	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	MELBOURNE WATER CORPORATION
E-70	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-70	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-70	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-70	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-70	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD. *
E-70	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	VIC GAS DISTRIBUTION PTY LTD. **
E-70	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-71	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-71	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-71	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-71	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD. *
E-71	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	VIC GAS DISTRIBUTION PTY LTD. **
E-71	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-72	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	VIC GAS DISTRIBUTION PTY LTD. **
E-80	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-80	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	MELBOURNE WATER CORPORATION
E-82	DRAINAGE	SEE DIAGRAM	AH679930F	LOT A ON PS500745K
E-82	SEWERAGE	SEE DIAGRAM	AH679930F	SOUTH EAST WATER LTD.
E-83	DRAINAGE	SEE DIAGRAM	AH679930F	LOT A ON PS500745K
E-84	SEWERAGE	SEE DIAGRAM	AH679930F	SOUTH EAST WATER LTD.
E-85	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-86	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-86	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-86	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-88	SEWERAGE	SEE DIAGRAM	PS616669C	SOUTH EAST WATER LTD.
E-88	DRAINAGE	SEE DIAGRAM	PS616669C	LAND IN PS616669C
E-89	DRAINAGE	SEE DIAGRAM	PS616669C	LAND IN PS616669C
E-90	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-90	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	MELBOURNE WATER CORPORATION
E-91	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-91	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-91	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-92	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-92	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-93	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-93	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-93	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-94	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD. *
E-94	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	MELBOURNE WATER CORPORATION
E-100	WAY	SEE DIAGRAM	THIS PLAN	LOTS 3001 TO 3024
E-100	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-100	SEWERAGE & WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD.
E-100	POWERLINE	SEE DIAGRAM	THIS PLAN	UNITED ENERGY LTD.
E-100	GAS SUPPLY	SEE DIAGRAM	THIS PLAN	VIC GAS DISTRIBUTION PTY LTD
E-100	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LOTS 3001 TO 3024
E-101	SEWERAGE	2	THIS PLAN	SOUTH EAST WATER LTD.
E-102	PARTY WALL	SEE DIAGRAM	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-105	DRAINAGE	3	THIS PLAN	LAND IN PS500745K
E-105	DRAINAGE	3	THIS PLAN	MELBOURNE WATER CORPORATION
E-105	DRAINAGE	3	THIS PLAN	LOT L2
E-105	SUPPORT	3	THIS PLAN	LOT L2

* Section 88 Electricity Industry Act 2000
 ** Section 146 Gas Industry Act 2001

Parolssien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) S08092 S09002 S09143 S09157 S11002 S10100 S07128 SIGNATURE DATE / / M02211 M03001 W34998 S05028 S03055 S07079 S07137 S06044 REF. Compiled 28/06/05 VERSION 1	 DATE / / COUNCIL DELEGATE SIGNATURE
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PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K		
NOTATIONS				
LOT INFORMATION Lots B-F, GS, GS1, GS2, C26-C29, L1, P3, S1-S78, S80, S81, S83, S84, 847-1000, 1037-1100, 1124-1200, 1256-1300, 1324-1400, 1441-1500, 1541-1600, 1636-1700, 1721-1800, 1825-1900, 1921-2000, 2023-2100, 2147-2200, 2235-3000, (all inclusive) & Reserve No. 11 are not part of this plan. Reserve No.2 comprises 2 parts with an area of 326m² Reserve No.12 comprises 3 parts with an area of 2461m² Reserve No.16 comprises 5 parts with an area of 2048m² Lot P1 comprises 9 parts with a total area of 1414ha. Lot P12 comprises 2 parts with a total area of 192m² Lot P13 comprises 2 parts with a total area of 1393m² Lot P16 comprises 4 parts with a total area of 4049m² Lot P18 comprises 3 parts with a total area of 2719m² Lot P19 comprises 5 parts with a total area of 6259m² Lot P53 comprises 3 parts with a total area of 892m² Lot GS3 comprises 3 parts with a total area of 6789ha LOCATION OF BOUNDARIES DEFINED BY BUILDINGS Median : Boundaries of common walls labelled 'M' Exterior Face : All other boundaries	The area of lot C101 is 2.807ha The area of lot C2 is 6490m² The area of lot C103 is 1.160ha The area of lot C104 is 1.326ha The area of lot C5 is 0.786ha. The area of lot C106 is 6712m² The area of lot C107 is 2508m² The area of lot C108 is 1.319ha The area of lot C109 is 3833m² The area of lot C110 is 1.765ha The area of lot C112 is 7607m² The area of lot C113 is 5501m² The area of lot C115 is 2328m² The area of lot C116 is 5706m² The area of lot C117 is 2872m² The area of lot C118 is 9565m² The area of lot C119 is 1909m² The area of lot C120 is 4049m² The area of lot C121 is 3635m² The area of lot C122 is 2206m² The area of lot C123 is 2206m² The area of lot C124 is 1982m² The area of lot C125 is 1271m² The area of lot C126 is 3951m² The area of lot C127 is 3222m² The area of lot C28 is 342m²			
EASEMENT INFORMATION				
LEGEND:				
A - APPURTENANT EASEMENT	E - ENCUMBERING EASEMENT	R - ENCUMBERING EASEMENT (ROAD)		
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-107, E-108, E-109 E-110, E-112, E-113, E-121	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER CORPORATION.
E-108, E-109, E-110 E-115, E-113, E-121	DRAINAGE	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-108, E-109, E-110 E-115, E-113, E-120	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER CORPORATION.
E-108, E-109, E-114 E-115, E-116, E-117 E-119, & E-124	POWERLINE	SEE DIAGRAM	THIS PLAN *	UNITED ENERGY DISTRIBUTION Pty Ltd
E-108, E-109, E-110 E-115, E-113, E-120	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	VIC GAS DISTRIBUTION PTY LTD.
E-108, E-109, E-110 & E-115 E-113, E-120, E-121 E-109, E-114, E-115	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-117	WAY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
E-118	WAY	SEE DIAGRAM	THIS PLAN	LOT Q ON PS500745K LOT U ON PS500745K
E-122, E-123, E-124	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	LAND IN PS500745K
			* **	Section 88 Electricity Industry Act 2000 Section 146 Gas Industry Act 2001
Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473		LICENSED SURVEYOR Robert David Macaulay (PRINT) S10099 S10100 S09096 S07128 S12065 S12154 S12155 S14054/3 S09068 S09143 S09095 S09157 S10025 S10026 S10027 S10028 S10098 SIGNATURE DATE / / M02211 M02289 W34998 S05028 S03055 S07017 S07079 S07137 S08092 REF. Compiled 24/03/04 VERSION 1		DATE / / COUNCIL DELEGATE SIGNATURE Sheet 6 of Sheets

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473						LOT INDEX		Plan Number PS 500745K			
Lot	Sheet	Lot	Sheet	Lot	Sheet	Lot	Sheet	Lot	Sheet	Lot	Sheet
1 - 6	28	452 - 462	56	836 - 846	98	2015 - 2022	32 & 74 - 76	P14	21 - 22	Reserve No.1	12
7 - 19	23	463 - 474	57	---	---	2101 - 2111	134	P15	61	Reserve No.2	15
20 - 32	24	475 - 486	58	1001 - 1006	100	2112 - 2135	135	P16	60 - 65	Reserve No.3	35
33 - 44	25	487 - 501	59	1007 - 1008	101	2136 - 2138	134	P17	67 & 69	Reserve No.4	51
45 - 50	30	502 - 508	58	1009 - 1012	103	2139 - 2146	134 & 138	P18	66 & 68-72	Reserve No.5	58
51 - 57	29	509 - 514	56	1013 - 1017	104	2201 - 2234	136 - 137	P19	12, 13 & 32	Reserve No.6	33 & 50
58 - 63	28	515 - 520	57	1018 - 1029	102	3001 - 3024	60 & 88 - 90	P20	82, 83	Reserve No.7	45
64 - 71	29	521 - 522	58	1030 - 1036	101	A	9	P21	82	Reserve No.8	69
72 - 78	30	523 - 525	60	---	---	C101	12	P22	82	Reserve No.9	61
79 - 91	31	526 - 533	61	1101 - 1104	127	C2	12	P23	18, 86	Reserve No.10	22
92 - 103	26	534 - 543	63	1105 - 1110	128	C103	13	P24	18, 86	---	---
104 - 116	27	544 - 548	65	1111 - 1119	129	C104	14	P25	96	Reserve No.12	78
117 - 121	32	549 - 550	64	1120 - 1123	127	C5	14	P26	91 & 92	Reserve No.13	11, 80
122 - 128	31	551 - 556	63	---	---	C106	15	P27	98	Reserve No.14	11, 80
129 - 134	30	557 - 558	61	1201 - 1211	106	C107	16	P28	101	Reserve No.15	8, 96
135 - 140	29	559 - 565	62	1212 - 1216	108	C108	16	P29	103	Reserve No.16	9-11, 18
141 - 142	28	566 - 568	64	1217 - 1225	107	C109	21 - 22	P30	104	Reserve No.17	98
143 - 145	34	569 - 574	62	1226 - 1240	105	C110	60 - 73	P31	129	Reserve No.18	105, 107
146 - 154	35	575 - 578	64	1241 - 1247	107	C11	74 - 76	P32	129	Reserve No.19	108
155 - 172	36	579 - 583	67	1248	106	C112	82 - 85	P33	130	Reserve No.20	109-110
173 - 174	35	584 - 593	68	1249 - 1254	107	C113	91 - 96	P34	106	Reserve No.21	123
175	39	594 - 598	69	1255	105	C14	60 & 88 - 90	P35	105	Reserve No.22	126
176 - 192	37	599 - 611	72	---	---	C115	97 - 98	P36	105	Reserve No.23	130
193 - 196	39	612 - 614	69	1301 - 1305	109	C116	100 - 104	P37	108		
197 - 213	38	615 - 617	71	1306 - 1318	110	C117	128 - 130	P38	105		
214 - 216	39	618 - 630	73	1319 - 1323	109	C118	105 - 108	P39	108		
217 - 228	40	631 - 636	71	---	---	C119	109 - 110	P40	116		
229 - 235	39	637 - 654	70	1401 - 1416	111	C120	114 - 116	P41	114		
236 - 237	35	655 - 656	71	1417 - 1428	112	C121	111 - 113	P42	114		
238 - 243	45	657 - 658	69	1429 - 1437	113	C122	121, 122	P43	115		
244 - 254	41	659 - 675	66	1438 - 1440	112	C123	123, 124	P44	115		
255 - 258	42	676 - 678	69	---	---	C24	126, 127	P45	113		
259 - 261	41	679 - 683	67	1501 - 1505	115	C125	118, 119	P46	122		
262 - 273	42	684 - 689	64	1506 - 1520	114	C126	134, 135	P47	123 - 125		
274 - 284	43	690 - 701	65	1521 - 1528	116	C127	136, 137	P48	127		
285 - 290	46	702 - 705	82	1529 - 1535	115	C28	138	P49	126		
291 - 293	45	706 - 717	85	1536 - 1540	114	C30	34	P50	118		
294 - 303	46	718 - 726	84	---	---	C31	33	P51	19		
304 - 308	43	727	82	1601 - 1606	119	G	78	P52	135		
309 - 315	44	728 - 732	83	1607	118	GS3	8 - 11	P53	134		
316 - 317	47	733 - 739	84	1608 - 1615	119	H	133	P54	136		
318 - 322	44	740 - 755	83	1616 - 1624	118	K	135	P55	137		
323 - 324	46	756 - 766	82	1625 - 1635	117	L2	14	P56	136 - 137		
325 - 341	47	767 - 769	83	---	---	M1 - M12	34	Q	131		
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351 - 362	49	785 - 792	93	1709 - 1717	122	P1	12	S82	10, 11		
363 - 368	45	793 - 798	95	1718 - 1720	121	P2	12	S83	134		
369 - 370	49	799 - 803	96	---	---	---	---	U, T	134		
371 - 373	48	804 - 807	95	1801 - 1805	123	P4	34	Road R1	23, 28, 33		
374 - 378	51	808	94	1806 - 1820	124	P5	13	Road R2	10		
379 - 387	50	809 - 812	96	1821 - 1824	123	P6	48	Road R3	15		
388 - 404	51	813 - 816	94	---	---	P7	14	Road R4	15		
405 - 407	52	817 - 818	93	1901 - 1909	126	P8	52				
408 - 421	53	819 - 820	96	1910 - 1915	127	P9	51				
422 - 425	52	821	93	1916 - 1920	126	P10	56				
426	55	822 - 824	97	---	---	P11	16				
427 - 440	54	825 - 828	96	2001 - 2008	74	P12	54 - 55				
441 - 451	55	829 - 835	97	2009 - 2014	75	P13	33 - 34				
Original sheet size A3 REF. M02211 M03001 M02289 W34998 S05028 S03055 S07079 S07137 S06044 S08092 S09068 S09143 S09095 S09157 S10025 S10026 S10027 S10028 S11002 S10098 S10099 S10100 S09096 S07128 S12065 S12154 S12155 S14054 S14053											
										Sheet 7 of	Sheets

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CONSULTING ENGINEERS AND SURVEYORS
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Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

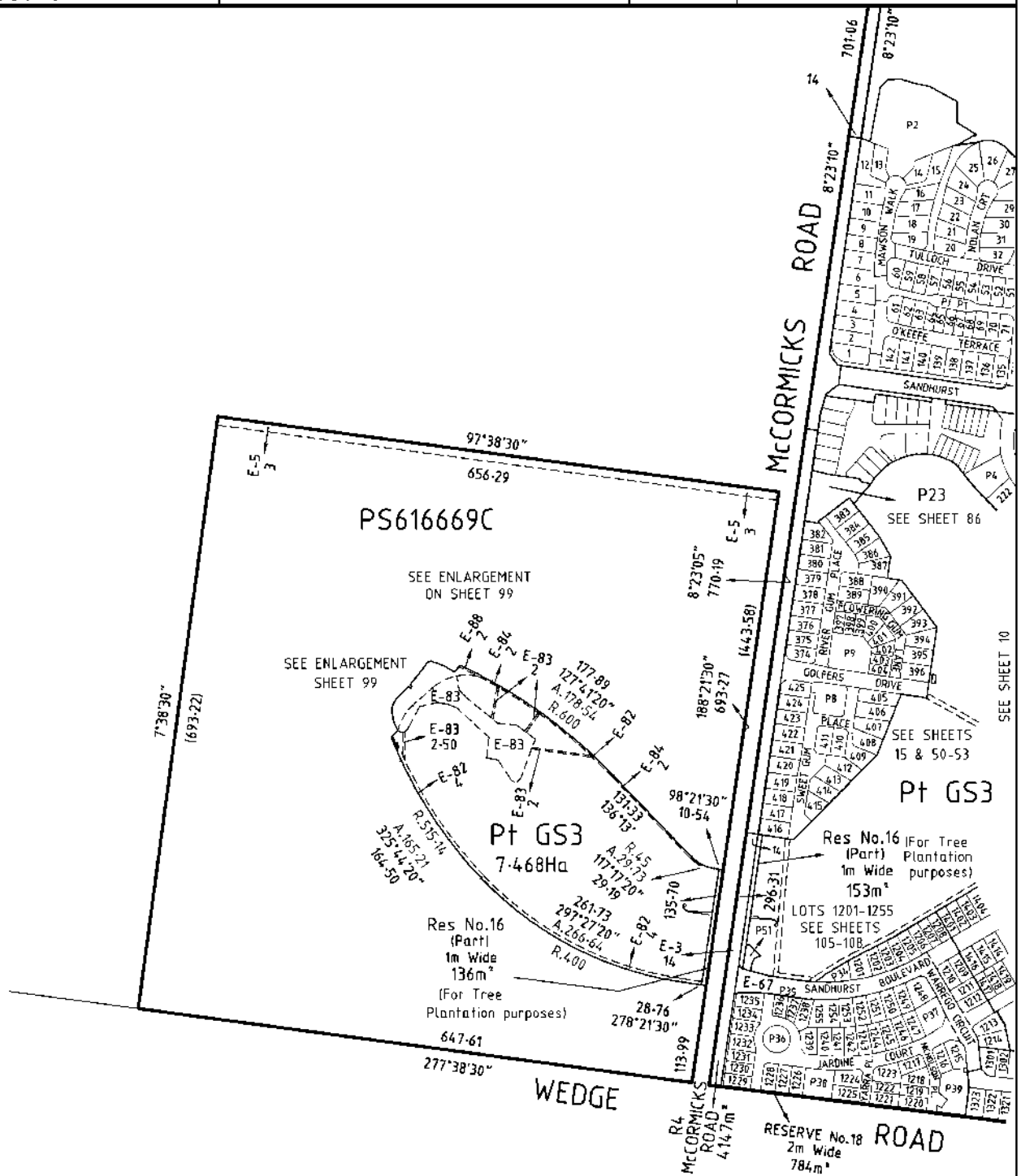
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

A.M.G. ZONE 55



ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>			
SCALE	SHEET	 LENGTHS ARE IN METRES		(PRINT)		DATE / /	
1:5000	SIZE			SIGNATURE		COUNCIL DELEGATE SIGNATURE	
	A3			MO2211 MO3001 MO2289 SO502B SO3055 SO7017 SO7125 SO7079 SO8092		Sheet 9 of Sheets	
				REF. Compiled 24/03/04 S07137 SO6044 VERSION 1			

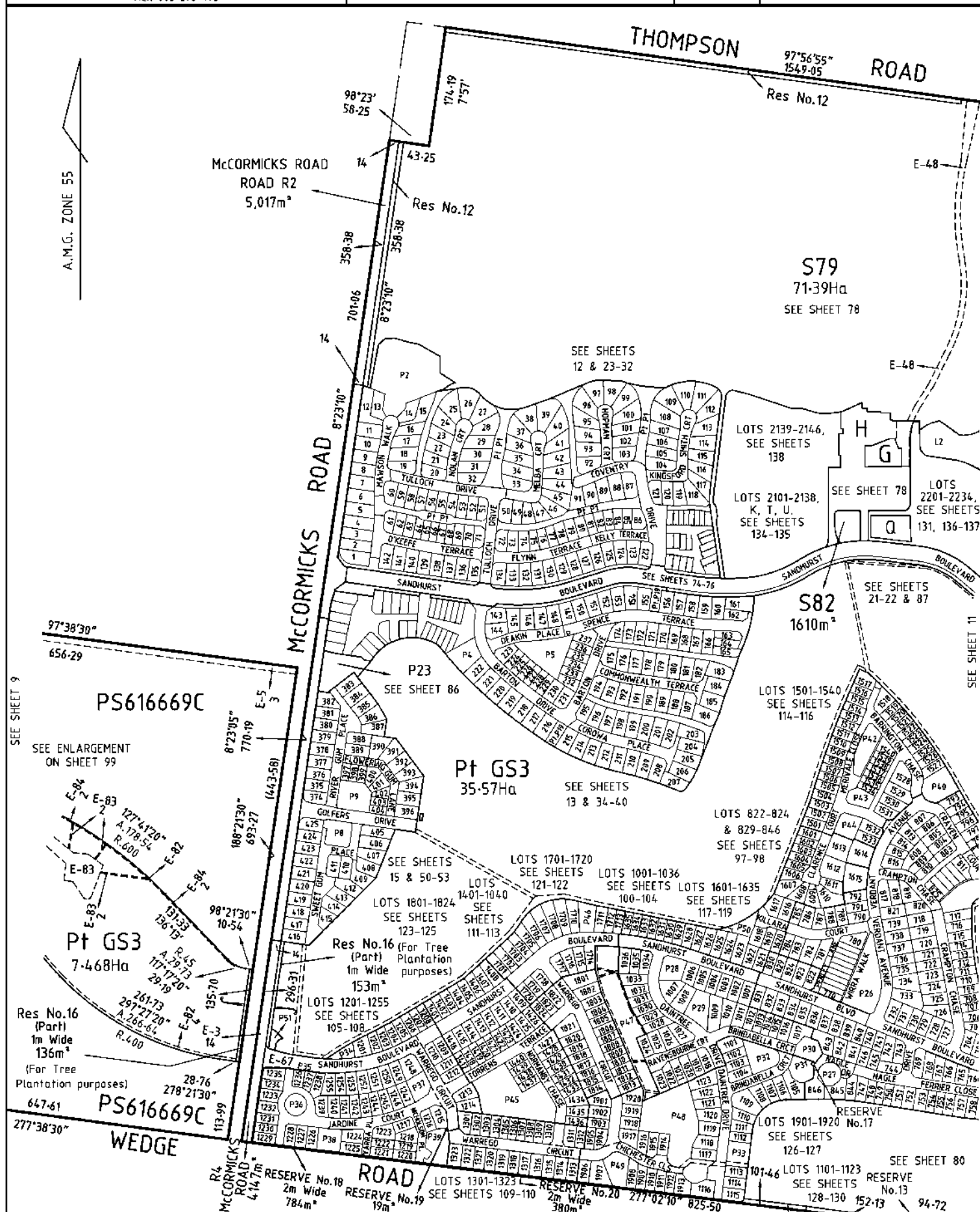
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL		SCALE		LICENSED SURVEYOR Robert David Macaulay		DATE / /	
SCALE	SHEET	0 50 100 150 200 250		(PRINT) S10002 S10098 S10099 S10100 S09096 S07128 S12065 S12154/5		COUNCIL DELEGATE SIGNATURE	
1:5000	A3	LENGTHS ARE IN METRES		S09068 S09002 S09143 S09095 S09157 S10025 S10026 S10027 S10028		Sheet 10 of Sheets	
				SIGNATURE DATE			
				M02211 M03001 M02289 W34998 S05028 S03055 S07125 S07079 S08092			
				REF. Compiled 24/03/04 S07137 S06044 VERSION 1			

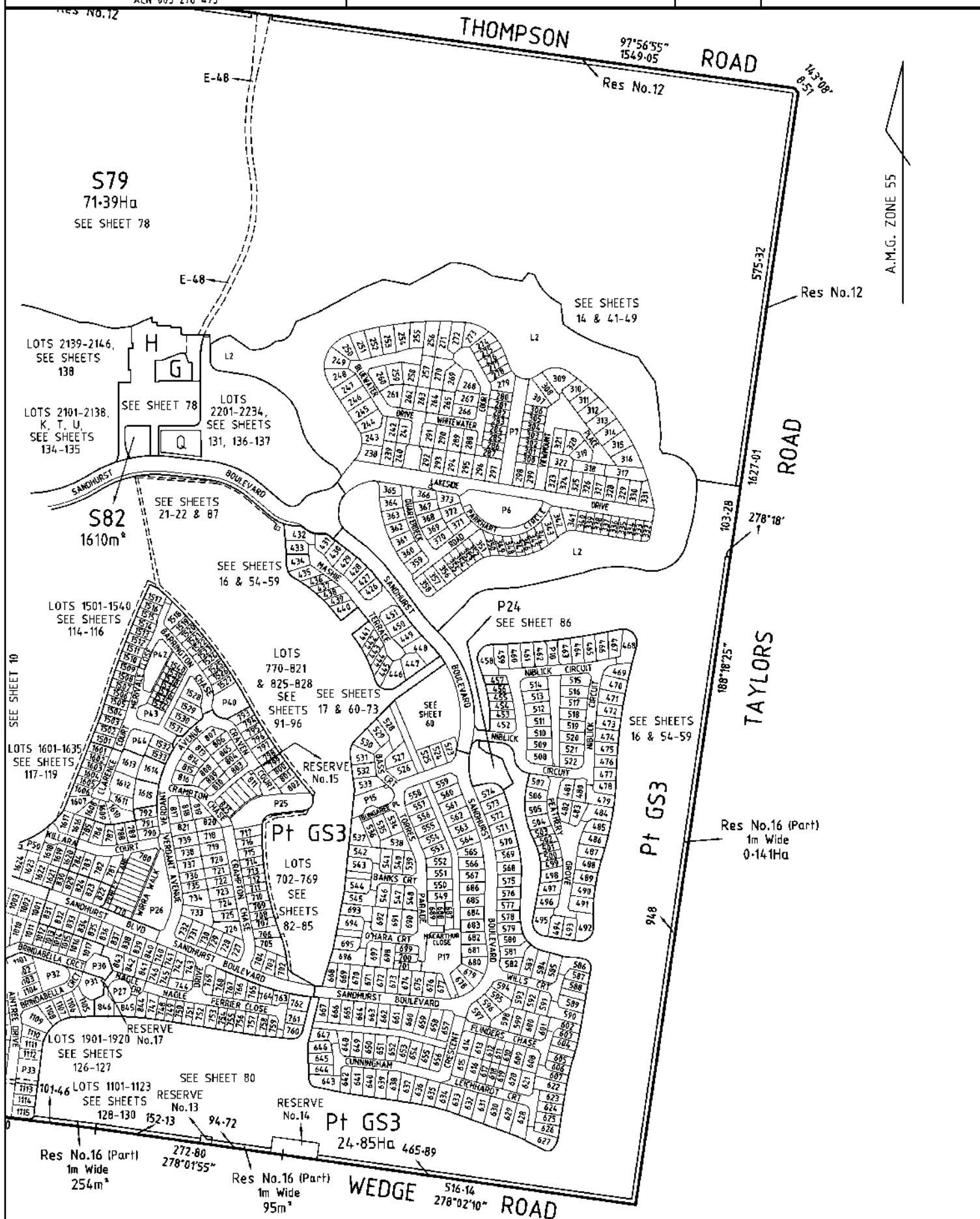
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay

(PRINT) S12154 S12155 S14054

S09143 S09095 S09157 S10025 S10026 S10027 S10028 S07128 S12065

SIGNATURE DATE / /

M02211 M02289 S05028 S07017 S07125 S07079 S07137 S08092 S09068
REF. Compiled 2/10/91 VERSION 1

REF. Compiled 24/03/04

VERSION 1

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 11 of Sheets

SCALE
1:5000

SHEET
SIZE
A3

50 0 50 100 150 200 250
LENGTHS ARE IN METRES

PLAN OF SUBDIVISION

Stage No.

Plan Number

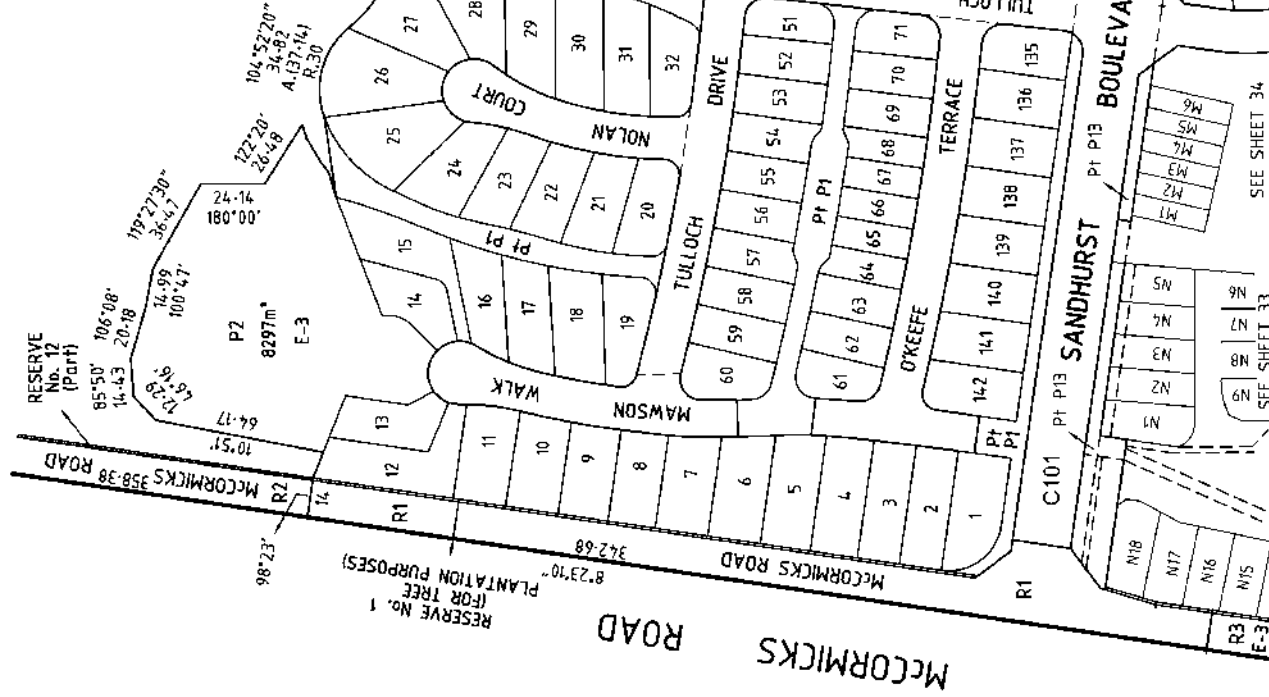
PS 500745K

SEE SHEETS 23-32
FOR LOT DETAILS

S79

SEE SHEETS 32, 74-76 &
134-135 FOR LOT DETAILS

SEE SHEET 21



A.M.G. ZONE 55

Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104

Phone: 9859 6400 Facsimile: 9859 5022

ACN 005 278 473

ORIGINAL

SCALE

SHEET
SIZE

1:2000
A3

SCALE

20 0 20 40 60 80 100

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)
Robert David Macaulay

S12065

SIGNATURE

MO210 MO3002 MO221 MO3001 W34998 MO5028 S03055 S06044 S07128

DATE / /

COUNCIL DELEGATE SIGNATURE

DATE / /

VERSION 9

Sheet 12 OF 12

Sheets

DATE / /	COUNCIL DELEGATE SIGNATURE
Sheet 13 OF	Sheets

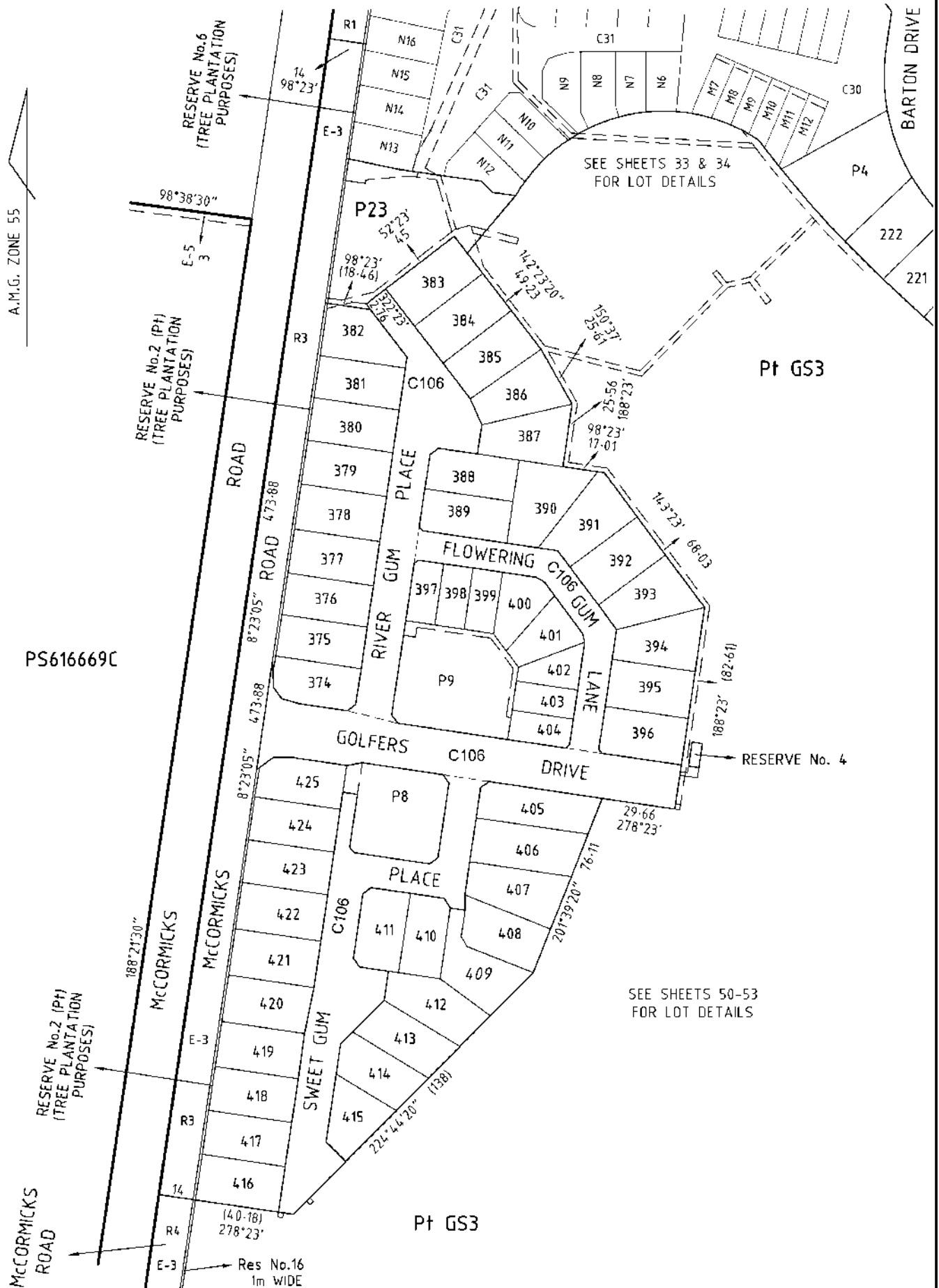
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



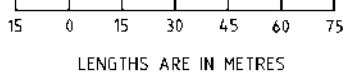
ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay (PRINT)

SCALE
1:1500

SHEET
SIZE
A3



SIGNATURE DATE / /
M03002, M02211, M03001, M03055, S07137 S06044
REF. M02099 24.04.2003 VERSION 3

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 15 of Sheets

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

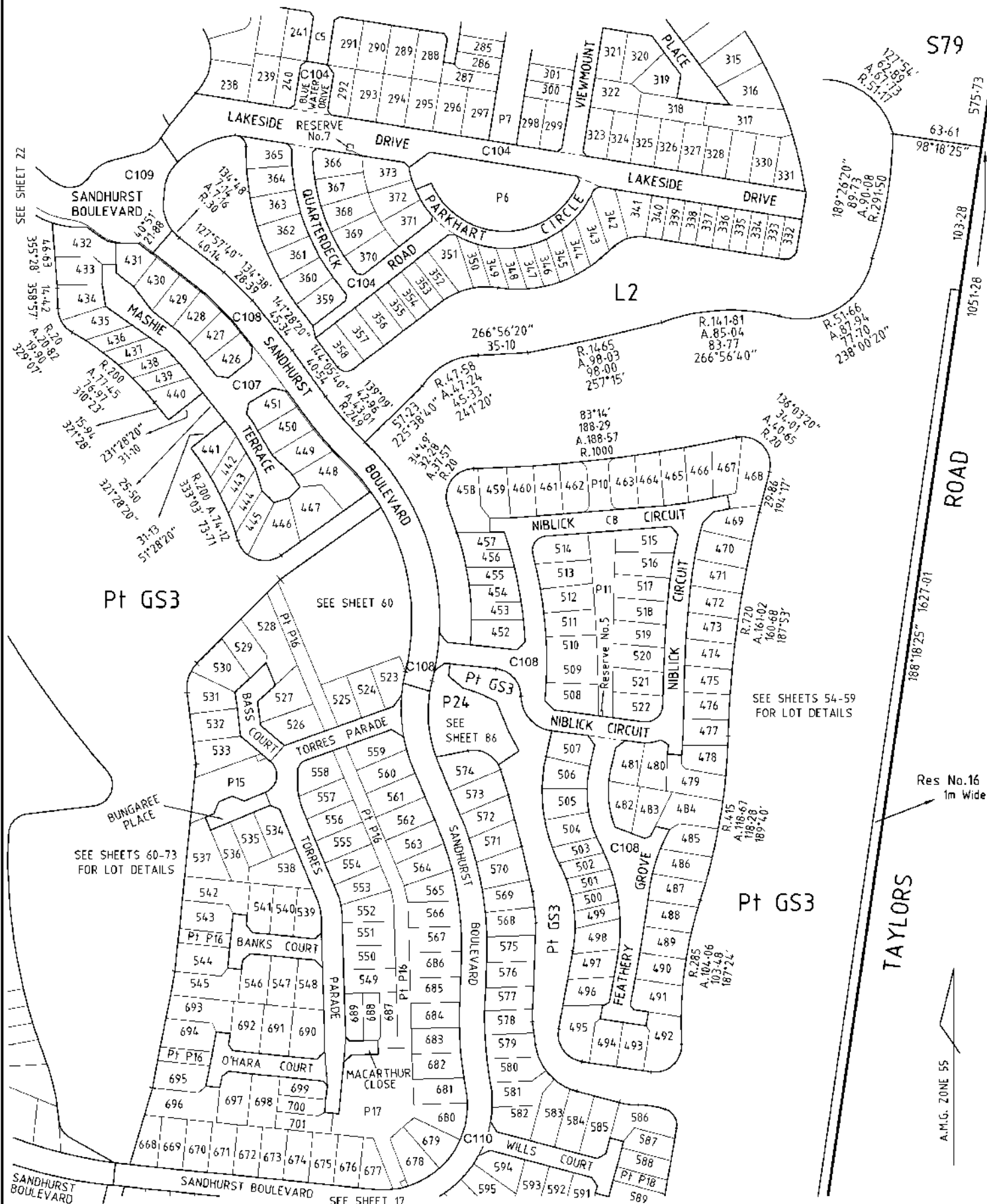
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

SEE SHEET 14



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SCALE	SHEET SIZE	25 0 25 50 75 100 125		(PRINT)		COUNCIL DELEGATE SIGNATURE	
1:2500	A3	LENGTHS ARE IN METRES		SIGNATURE		DATE	
				M02098 M02211 M02289 S45028 S07079 S07137 S07128		VERSION 4	
				REF. M03002 14.10.2003		Sheet 16 of Sheets	

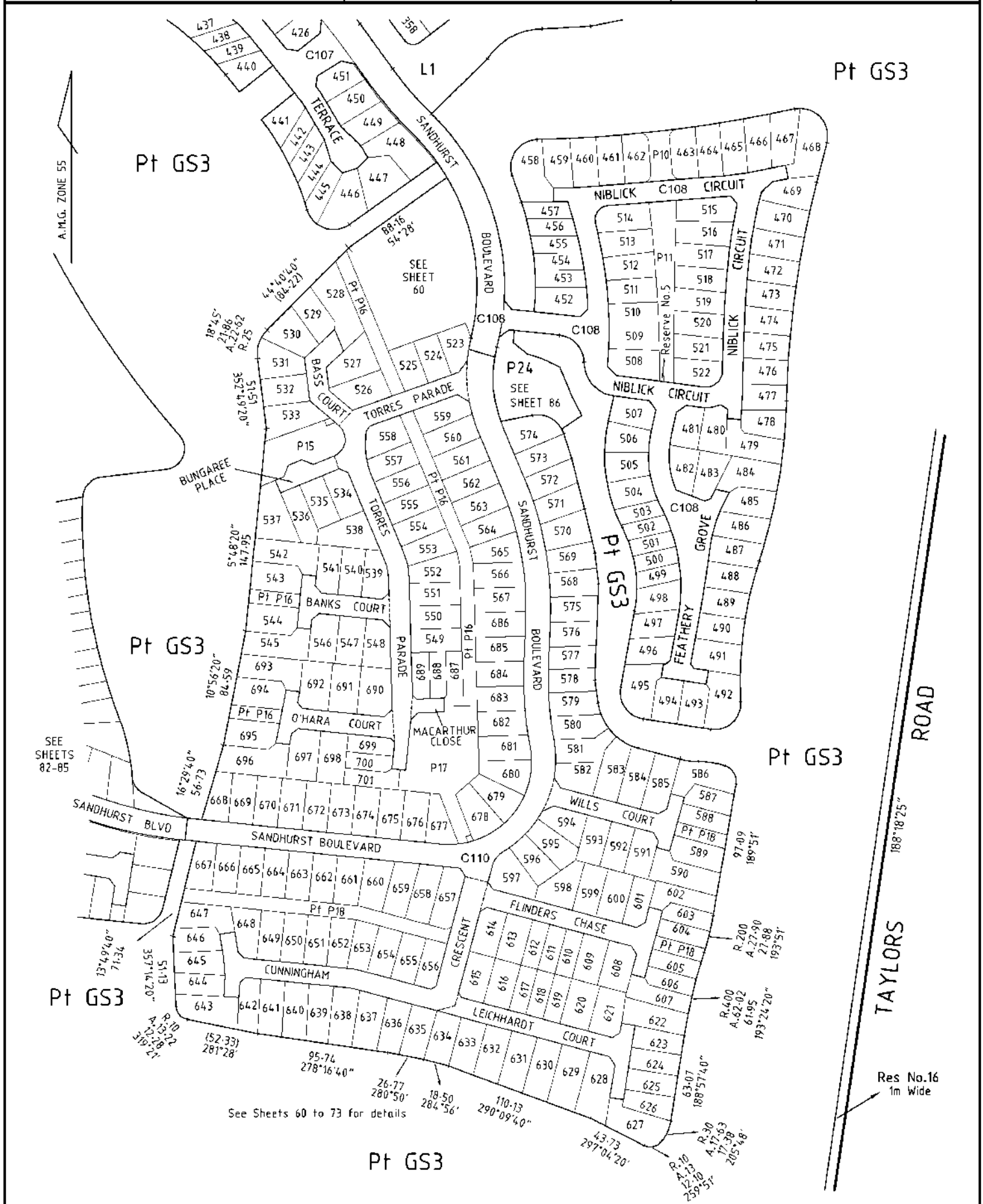
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

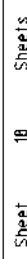
Stage No.

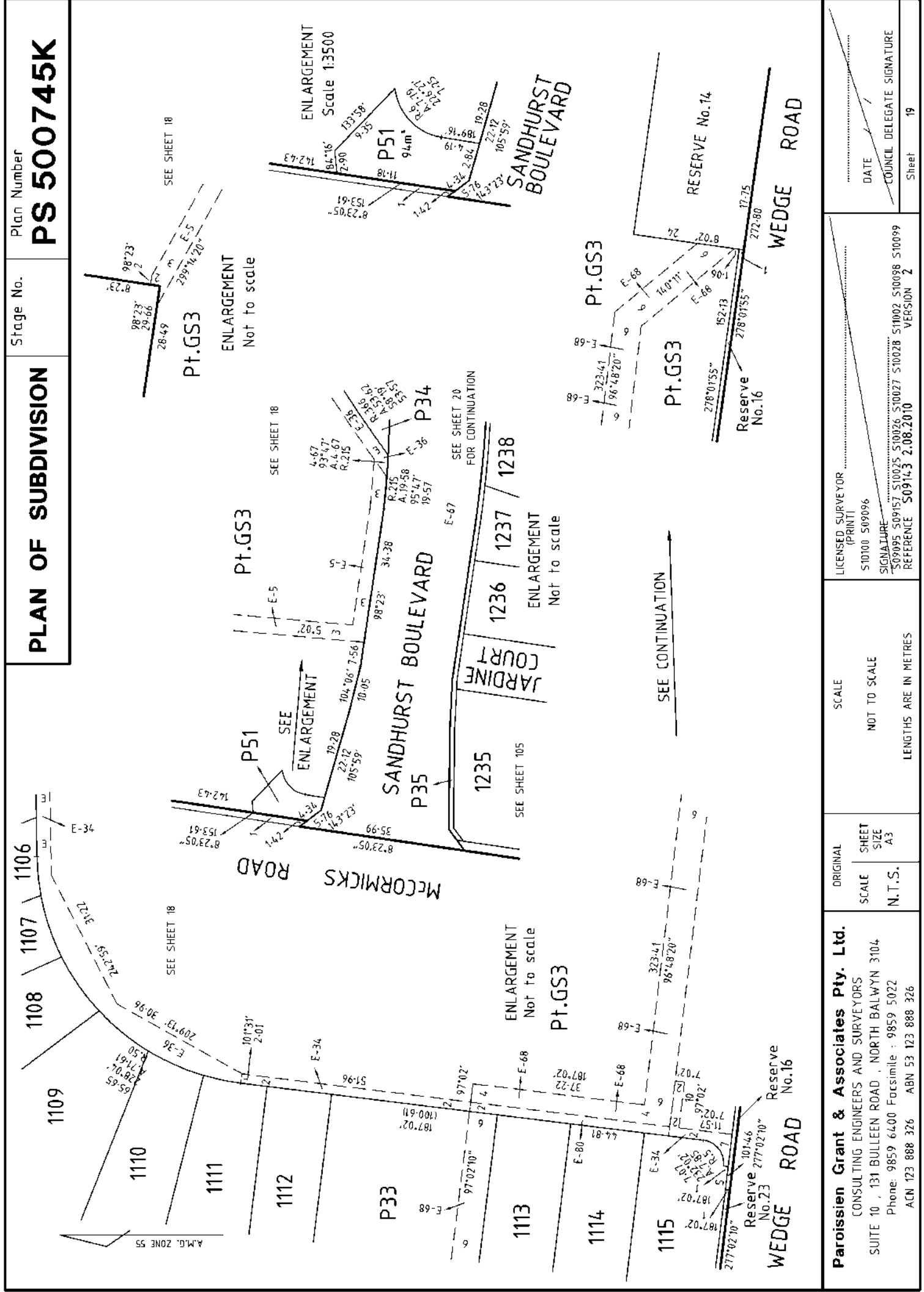
Plan Number

PS 500745K



ORIGINAL		SCALE		LICENSED SURVEYOR Robert David Macaulay			
SCALE		SHEET SIZE A3		(PRINT)		DATE / /	
1:2500		25 0 25 50 75 100 125		SIGNATURE		COUNCIL DELEGATE SIGNATURE	
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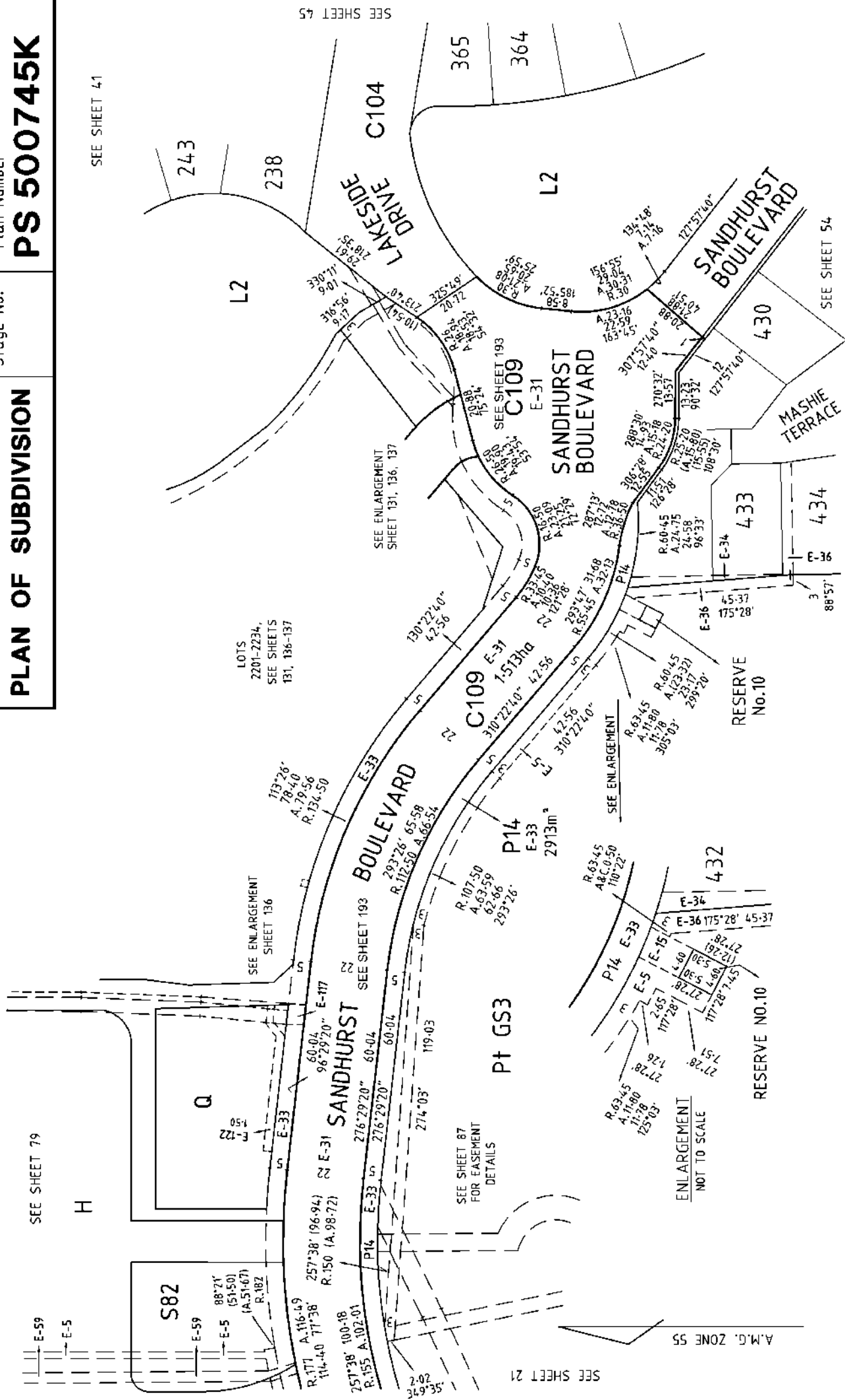
PLAN OF SUBDIVISION

Stage No. PS 500745K

Plan Number

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 123 888 326 ABN 53 123 888 326	ORIGINAL SCALE N.T.S.	SHEET SIZE A3	SCALE NOT TO SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) S10100 509096 SIGNATURE S09095 S09157 S10025 S10026 S10027 S10028 S10098 S10099 REFERENCE S09143 2.08.2010 VERSION 2	DATE COUNCIL DELEGATE SIGNATURE Sheet 19

PLAN OF SUBDIVISION



Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104

Phone: 9859 6400 Facsimile : 9859 5022

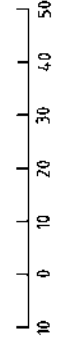
ACN 005 278 473

ORIGINAL

SCALE SHEET

SIZE	A3
140	80

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR
(PRINT)
Robert David Macaulay

512065 512155 514054

SIGNATURE

M02098 M02211 M02289 S05028 S07137 S11002 S07128 S12065
REFERENCE M03002 14.10.2003 VERSION 4

DATE / /

07128 S12065
VERSION 4

DATE / /

COINCII DELEGATE SIGNATI

Sheet 77 of 80

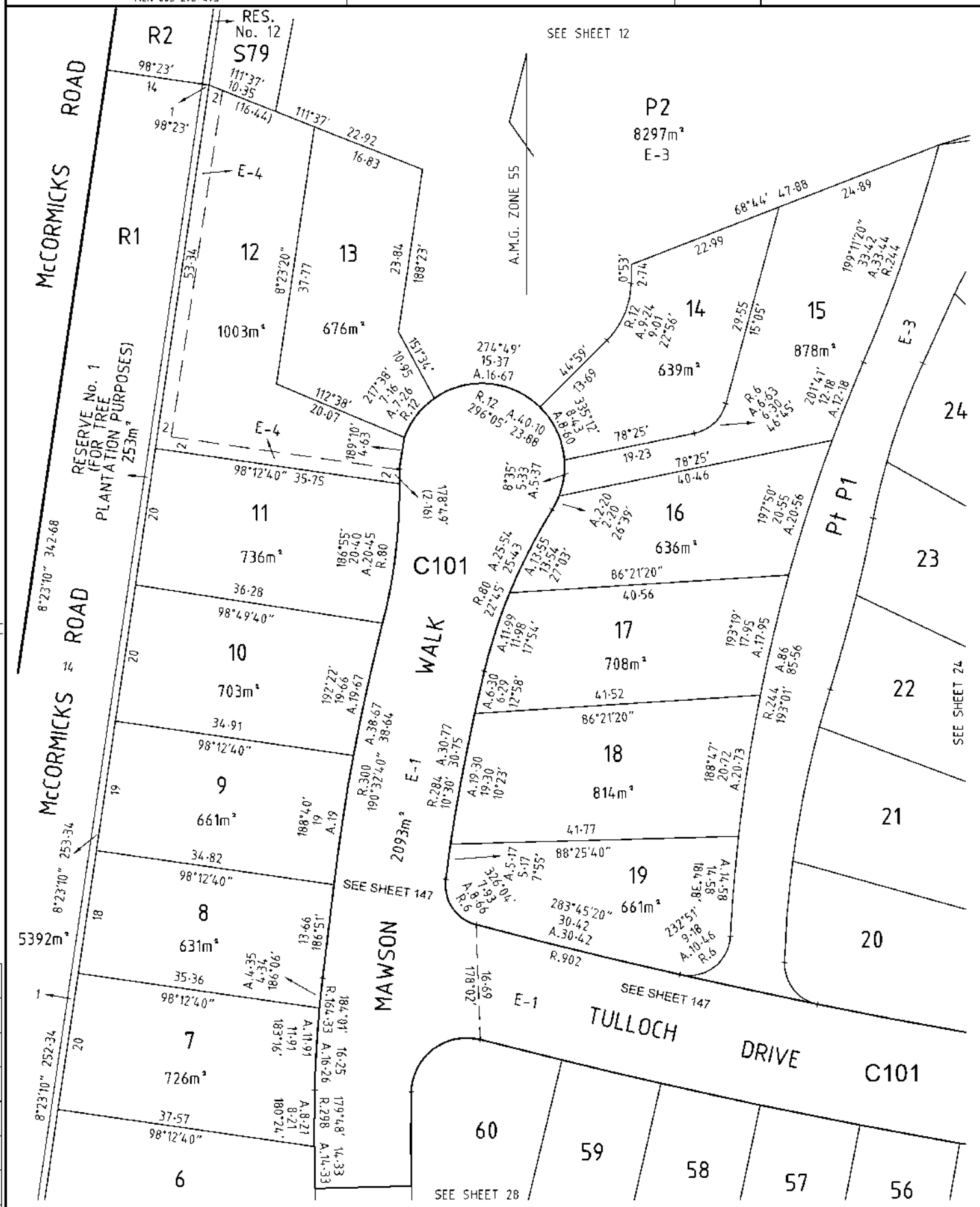
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



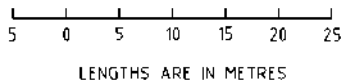
ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SCALE
1:500

SHEET
SIZE
A3



SIGNATURE DATE / /
M01210 M03002 M02211 S05028 S07128
REF. M01107 7.01.2003 VERSION 9

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 23 of Sheets

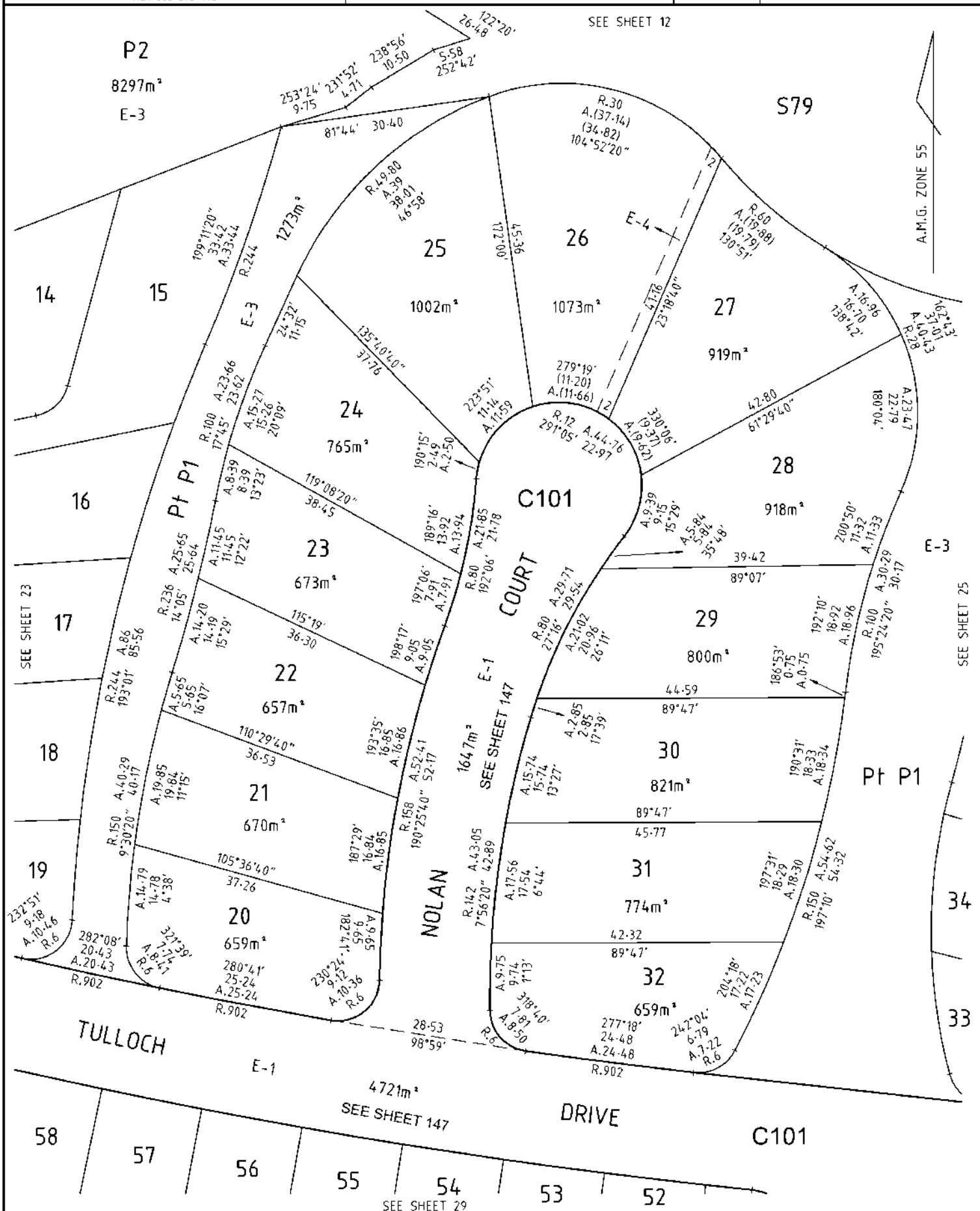
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
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ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



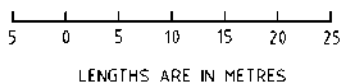
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SCALE

LICENSED SURVEYOR Robert David Macaulay (PRINT)

SCALE 1:500

SHEET SIZE A3



SIGNATURE DATE / /
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REF. M01107 7.01.2003 VERSION 9

DATE / /
COUNCIL DELEGATE SIGNATURE
Sheet 24 of Sheets

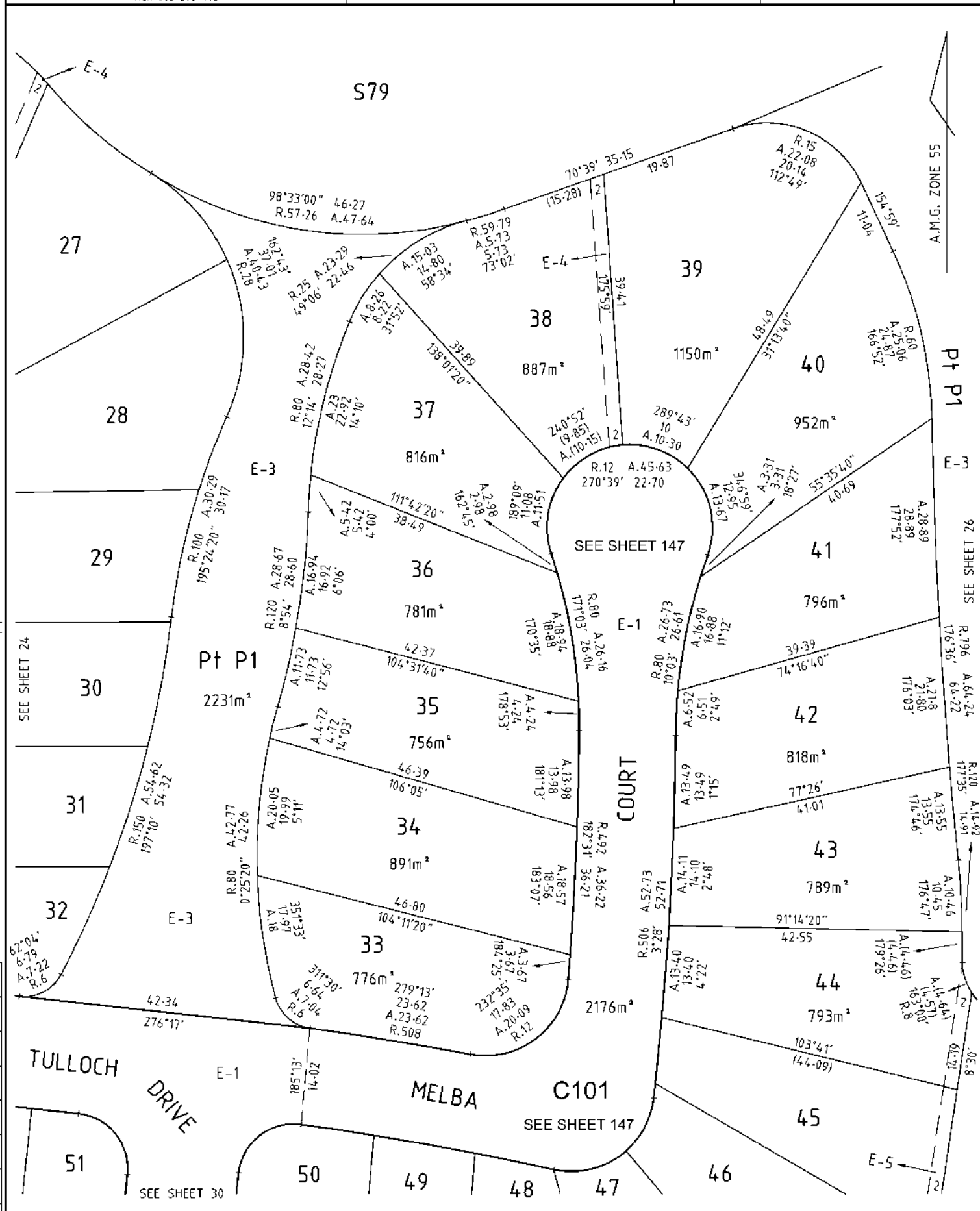
Parolssien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SCALE
1:500

SHEET
SIZE
A3

5 0 5 10 15 20 25
LENGTHS ARE IN METRES

SIGNATURE DATE / /
M03002 M02211 S05028 S07128
REF. M01107 7.01.2003 VERSION 9

DATE / /
COUNCIL DELEGATE SIGNATURE
Sheet 25 of Sheets

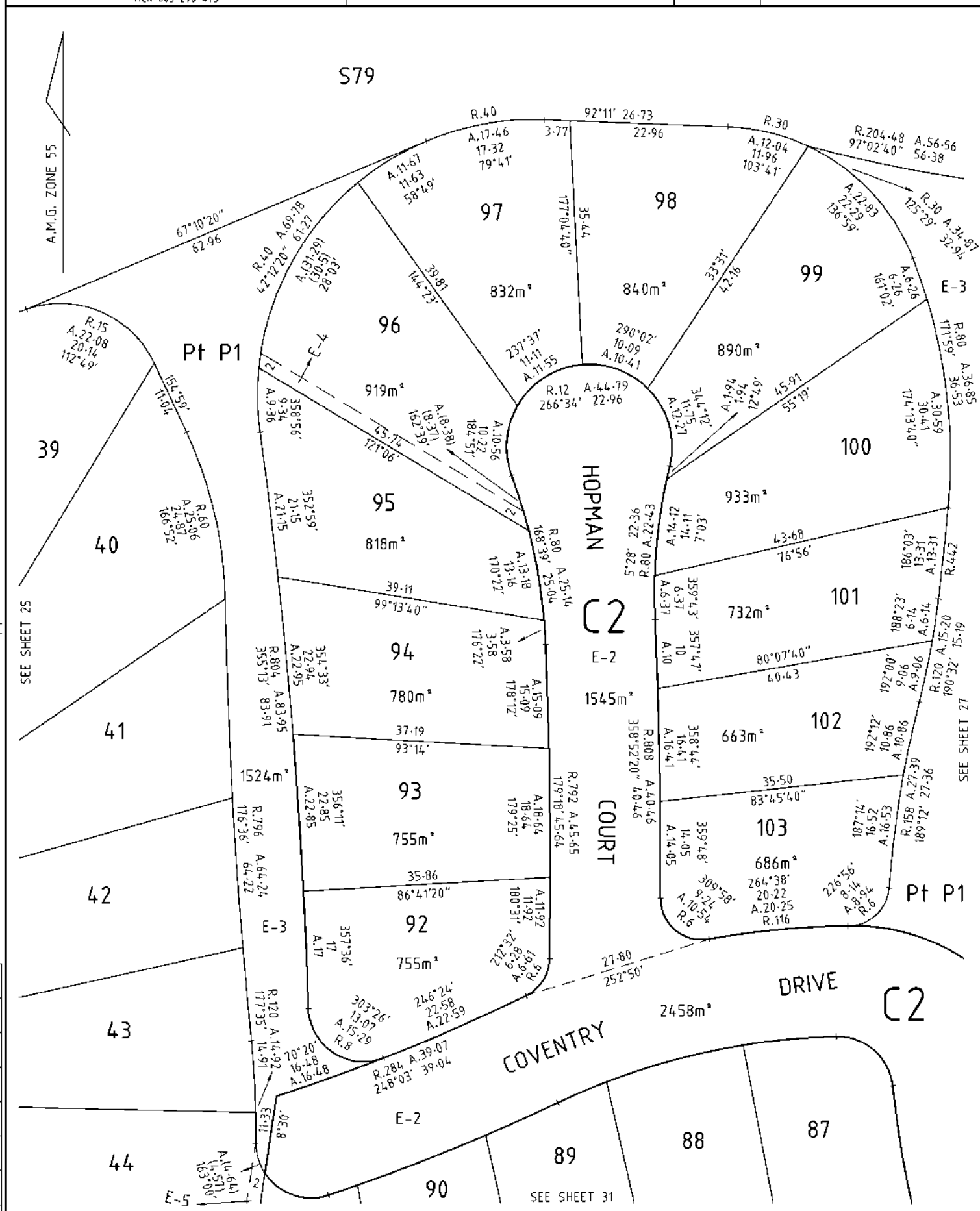
Parolssien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

LICENSED SURVEYOR (PRINT)

Robert David Macaulay

SCALE
1:500

SHEET
SIZE
A3

5 0 5 10 15 20 25
LENGTHS ARE IN METRES

SIGNATURE

M03002 M02211 S05028 S07128
REF. M01107 7.01.2003

DATE

VERSION 9

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 26 of Sheets

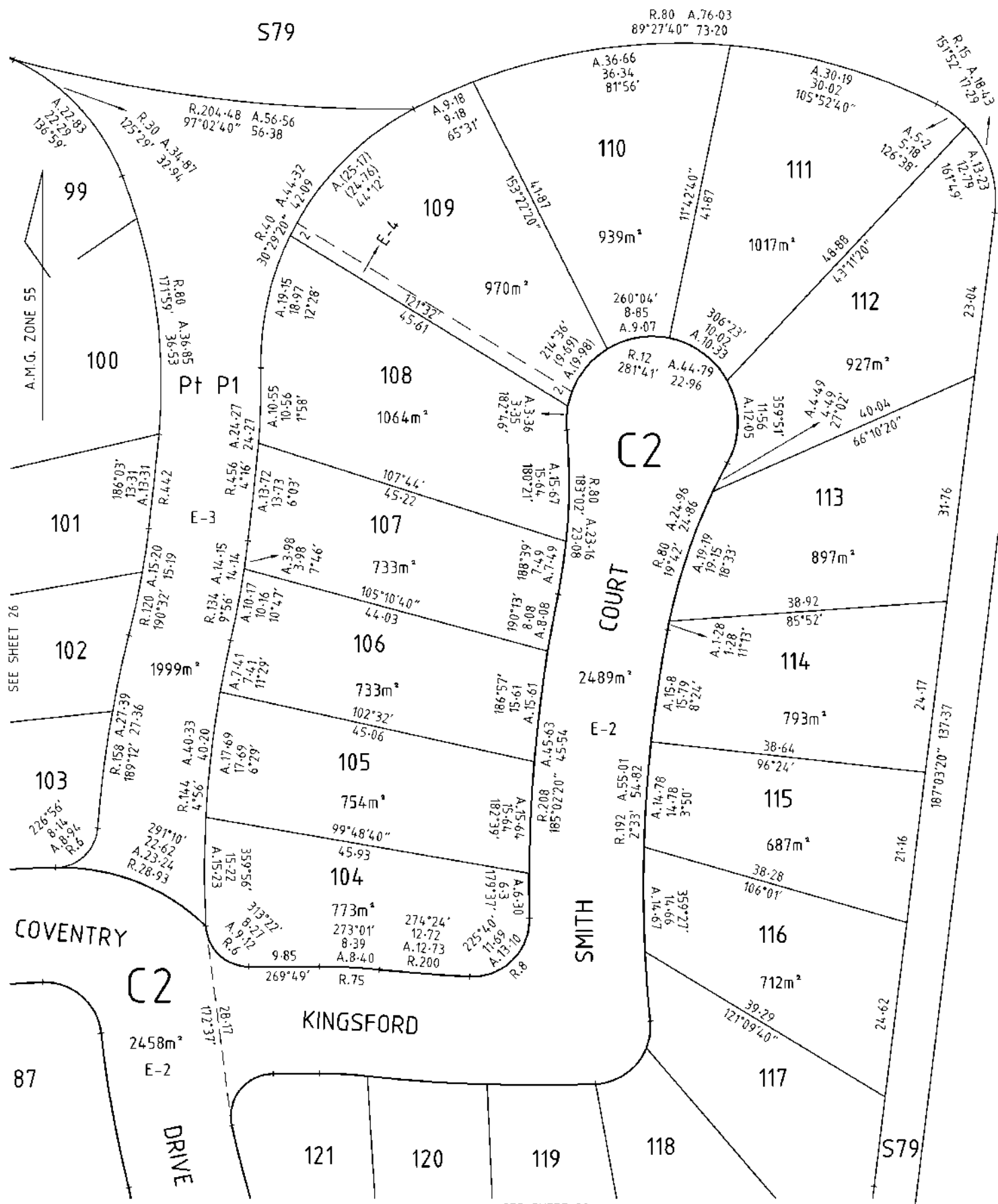
Parolssien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SCALE
1:500

SHEET
SIZE
A3

5 0 5 10 15 20 25
LENGTHS ARE IN METRES

SIGNATURE DATE / /
M03002 M02211 S05028 S07128
REF. M01107 7.01.2003 VERSION 9

DATE / /
COUNCIL DELEGATE SIGNATURE
Sheet 27 of Sheets

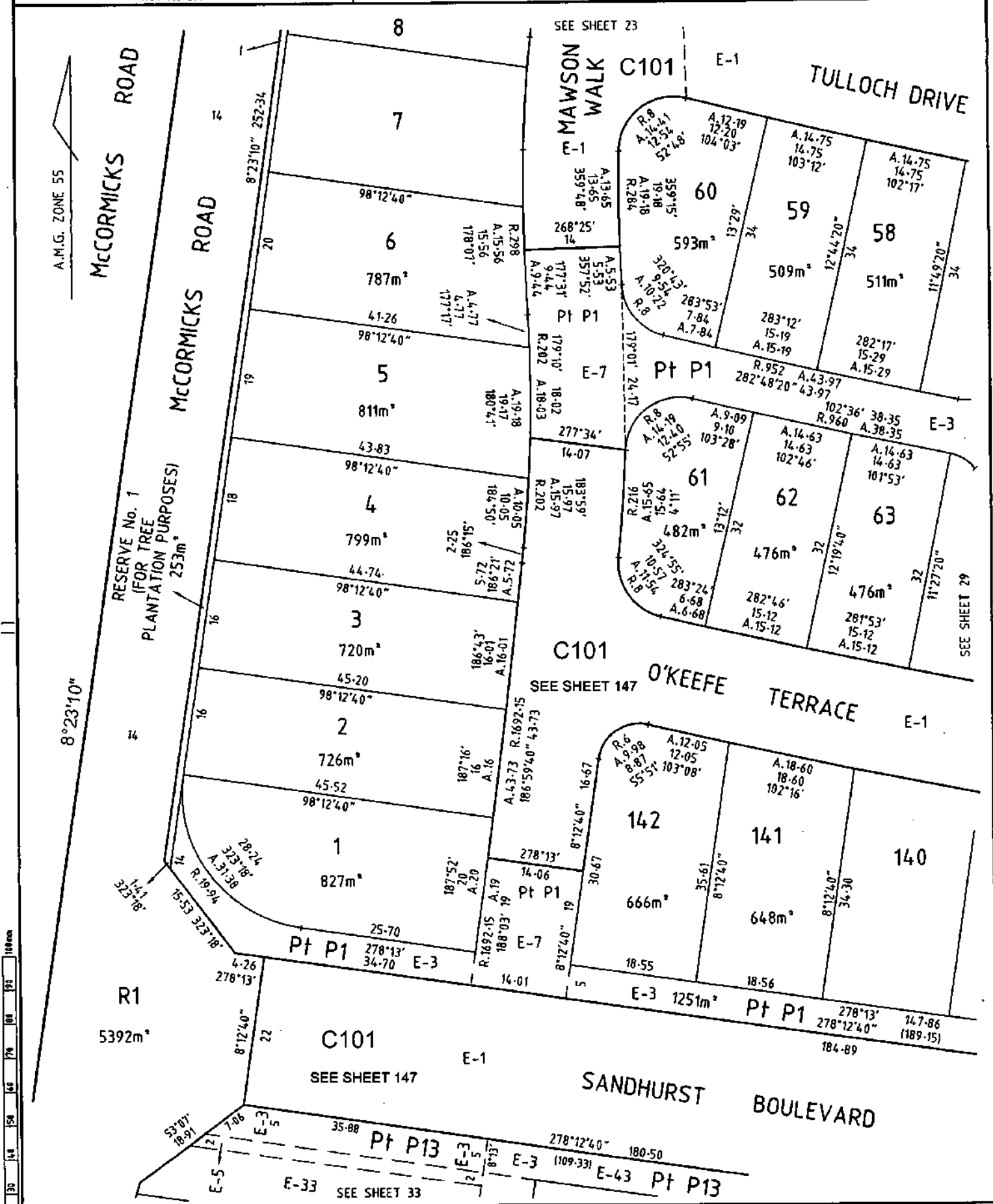
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 805 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL		SCALE		LICENSED SURVEYOR Robert David Macaulay (PRINT)		DATE / /	
SCALE 1:500	SHEET SIZE A3	5 0 5 10 15 20 25		SIGNATURE M01210, M03002, M02211, M03001 REF. M01107		DATE / /	
		LENGTHS ARE IN METRES		7.01.2003		VERSION 9	
						COUNCIL DELEGATE SIGNATURE	
						Sheet 28	

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

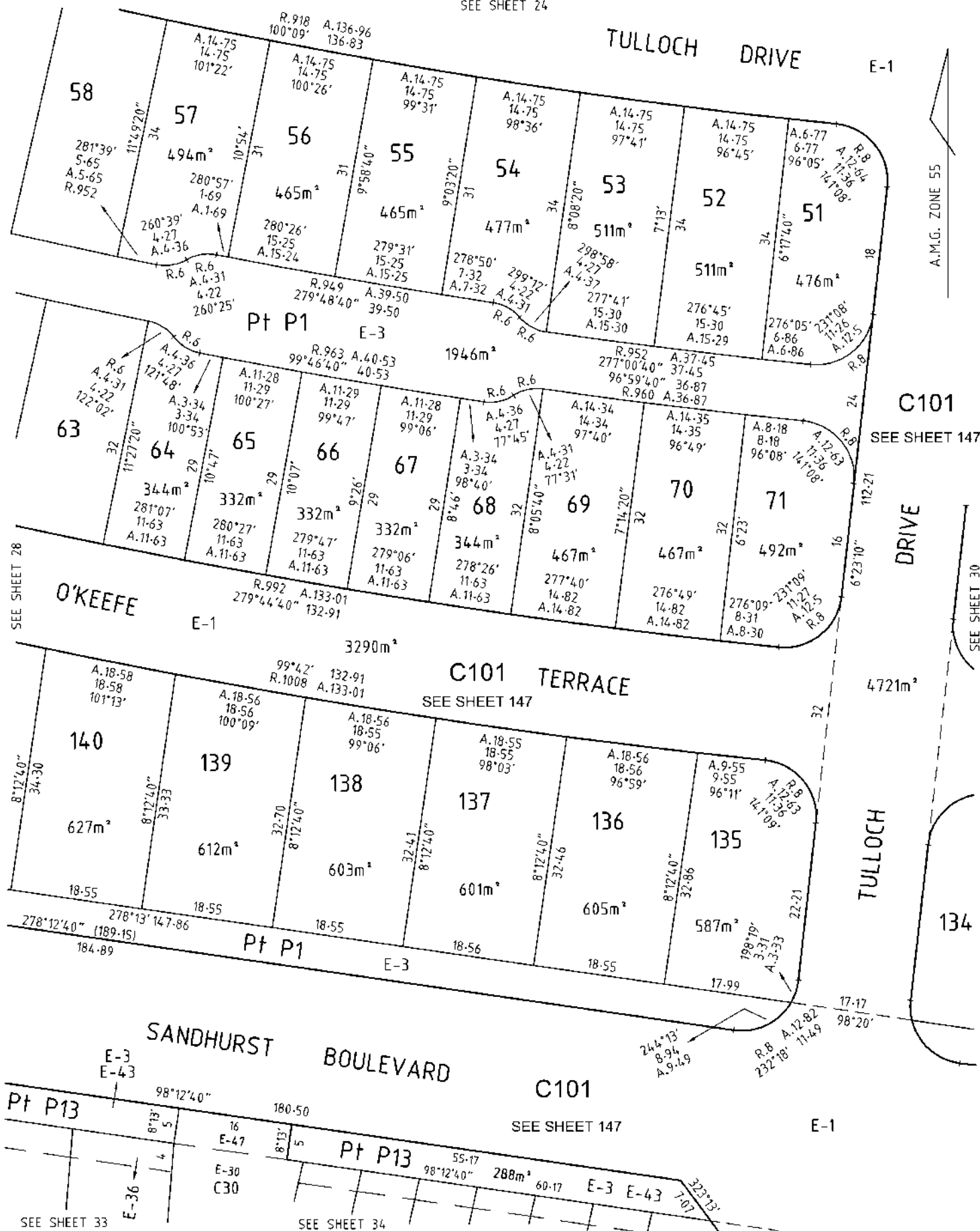
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

SEE SHEET 24



ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay

(PRINT)

SIGNATURE DATE
M01210, M03002, M02211, M03001, M03055 S06044
REF. M01107 7.01.2003 VERSION 9

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 29

SCALE
1:500

SHEET
SIZE
A3

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LENGTHS ARE IN METRES

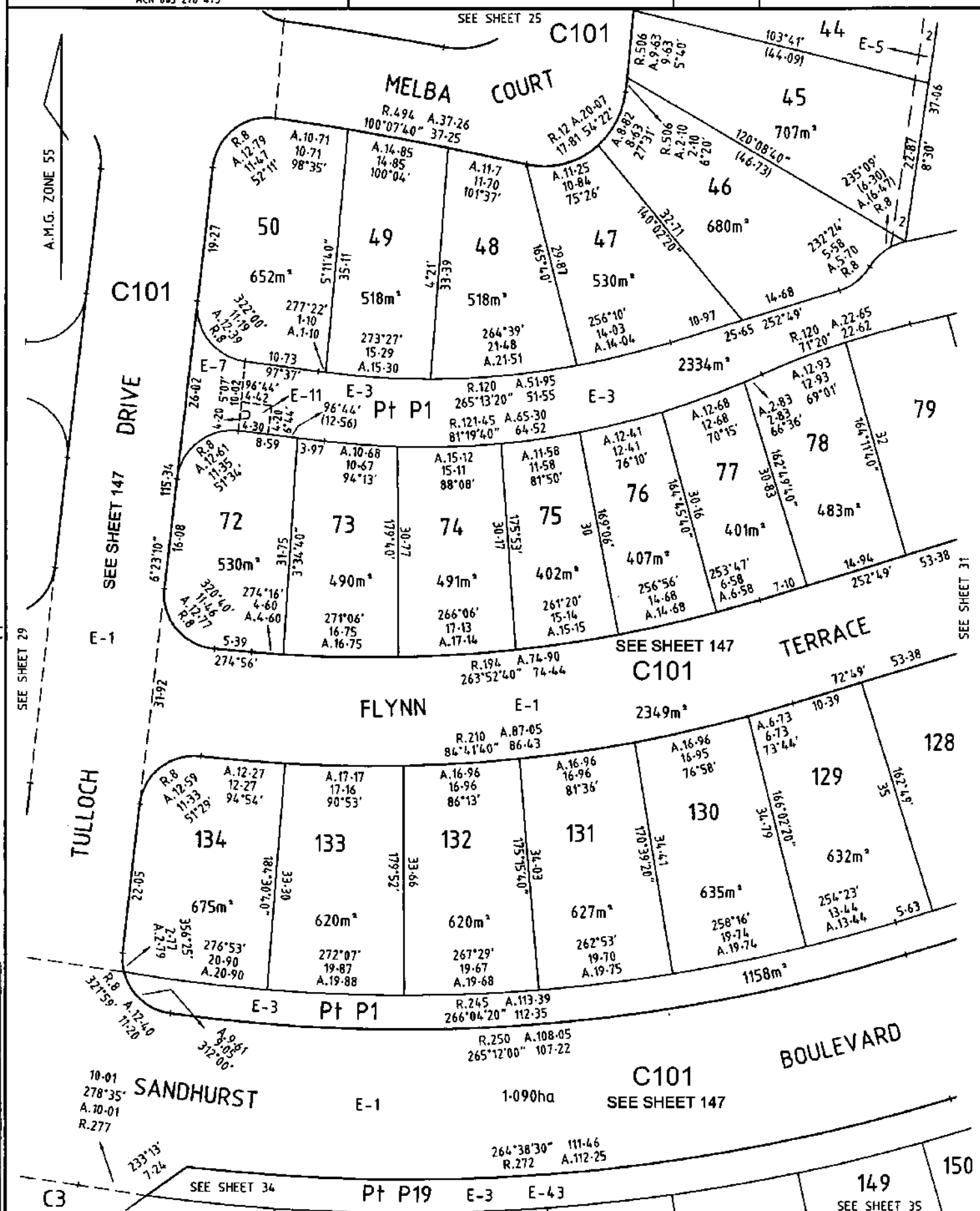
Parolsson Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 095 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE 1:500

SHEET SIZE A3

SCALE

5 0 5 10 15 20 25

LENGTHS ARE IN METRES

LICENSED SURVEYOR Robert David Macaulay (PRINT)

SIGNATURE M01210, M02211, M03001 REF. M01107 7.01.2003

DATE / / VERSION 9

DATE / / COUNCIL DELEGATE SIGNATURE

Sheet 30

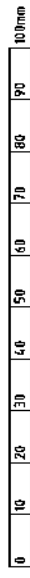
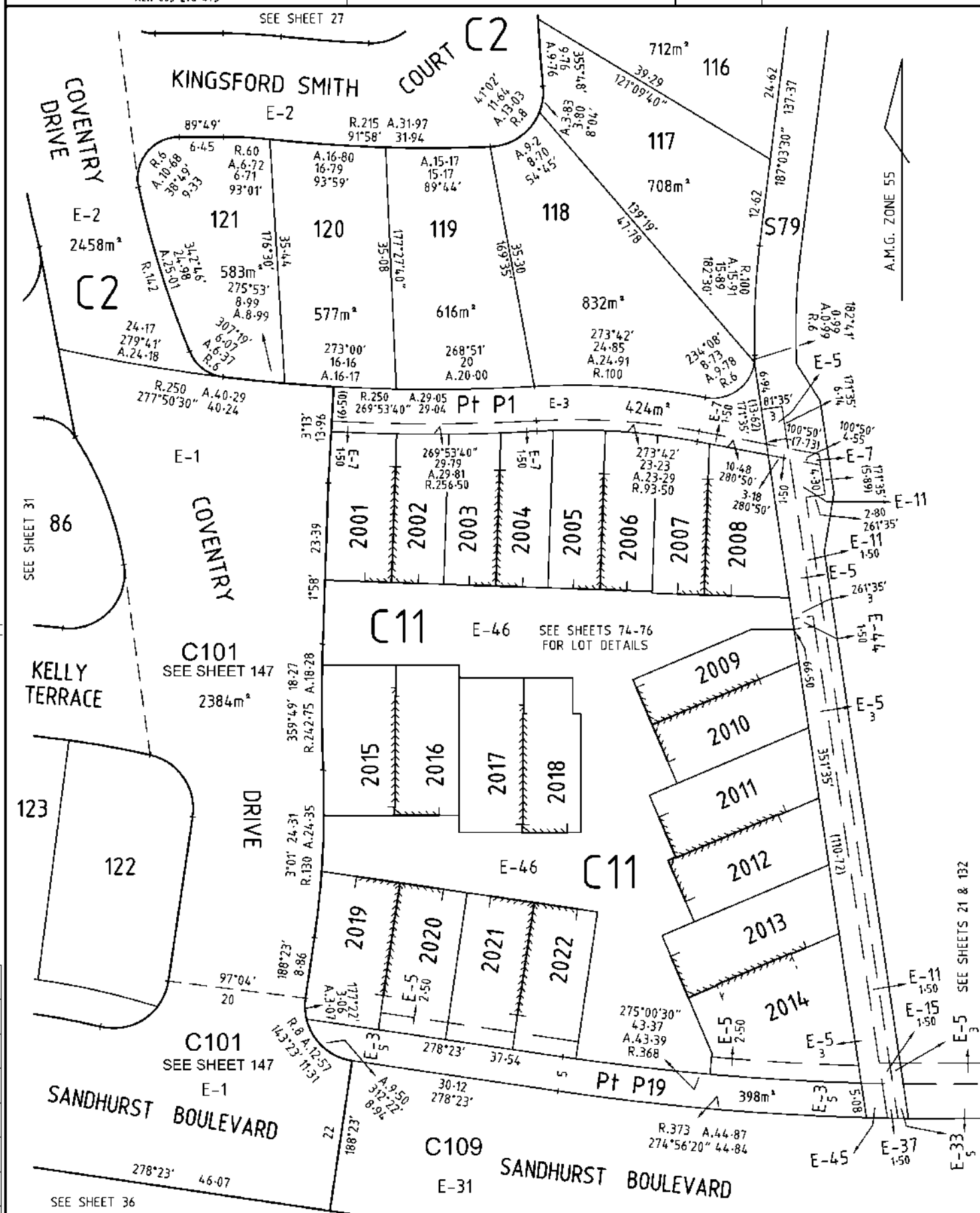
Parrissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

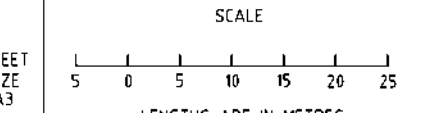
Stage No.

Plan Number

PS 500745K

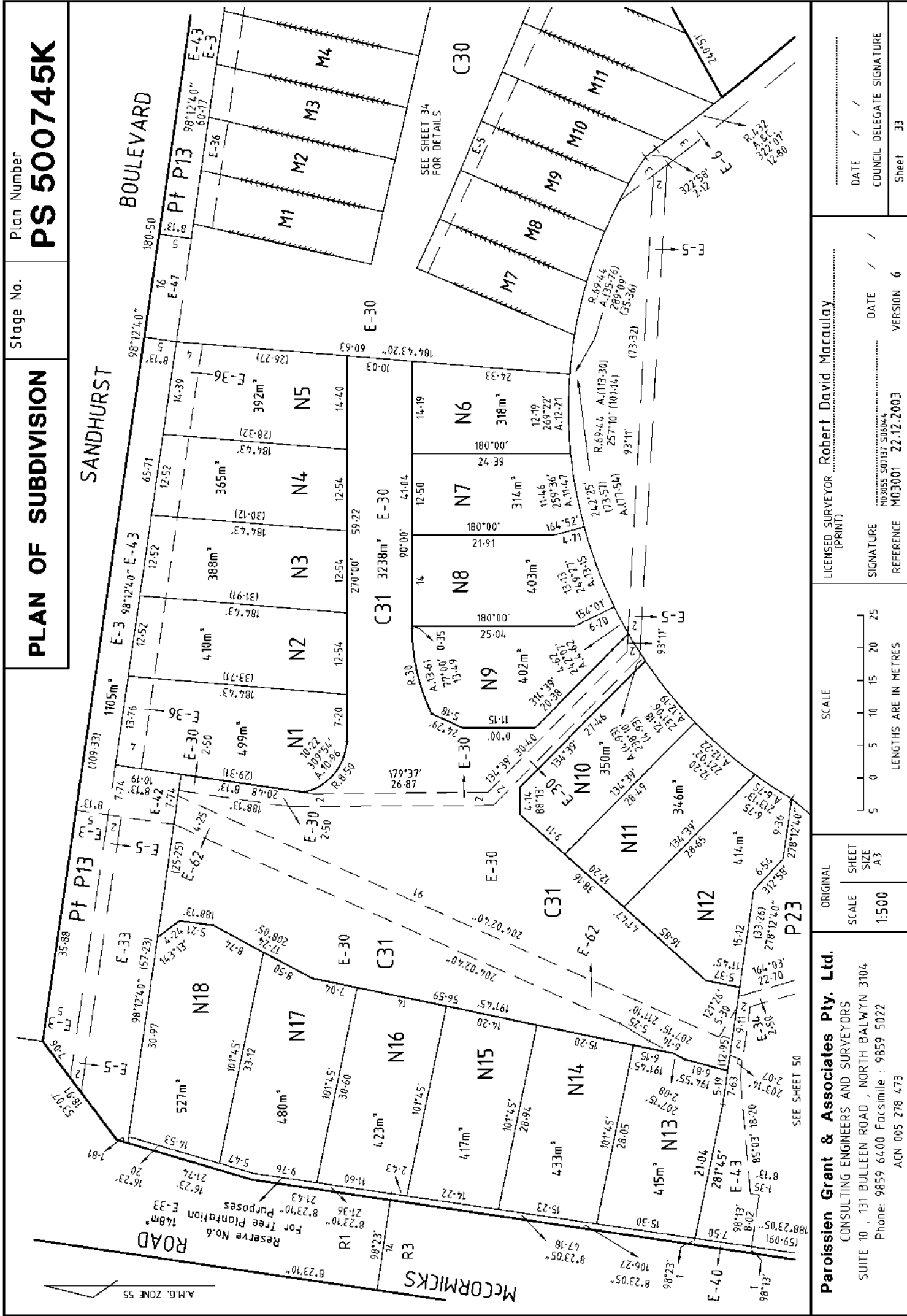


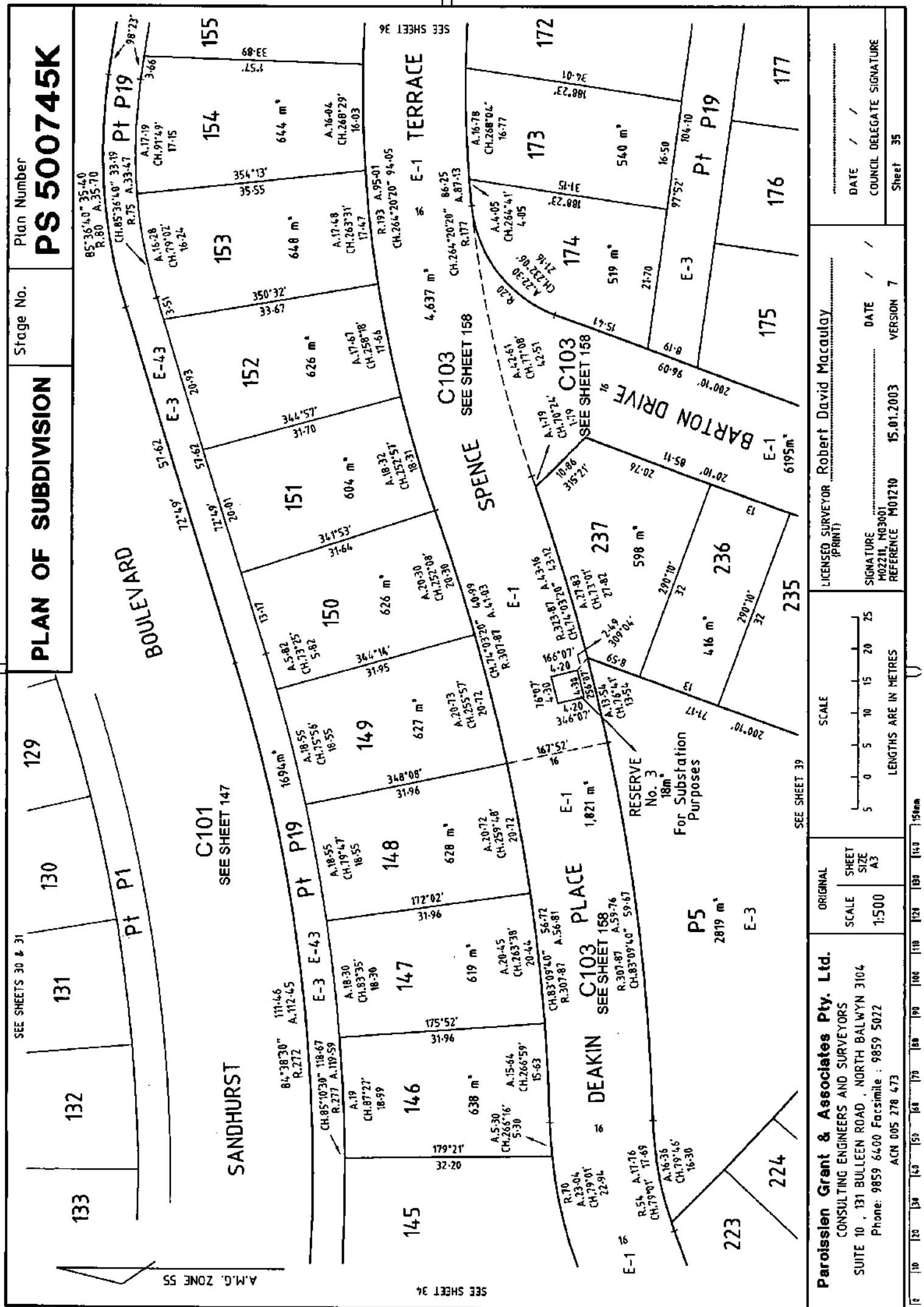
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SCALE
1:500

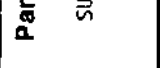


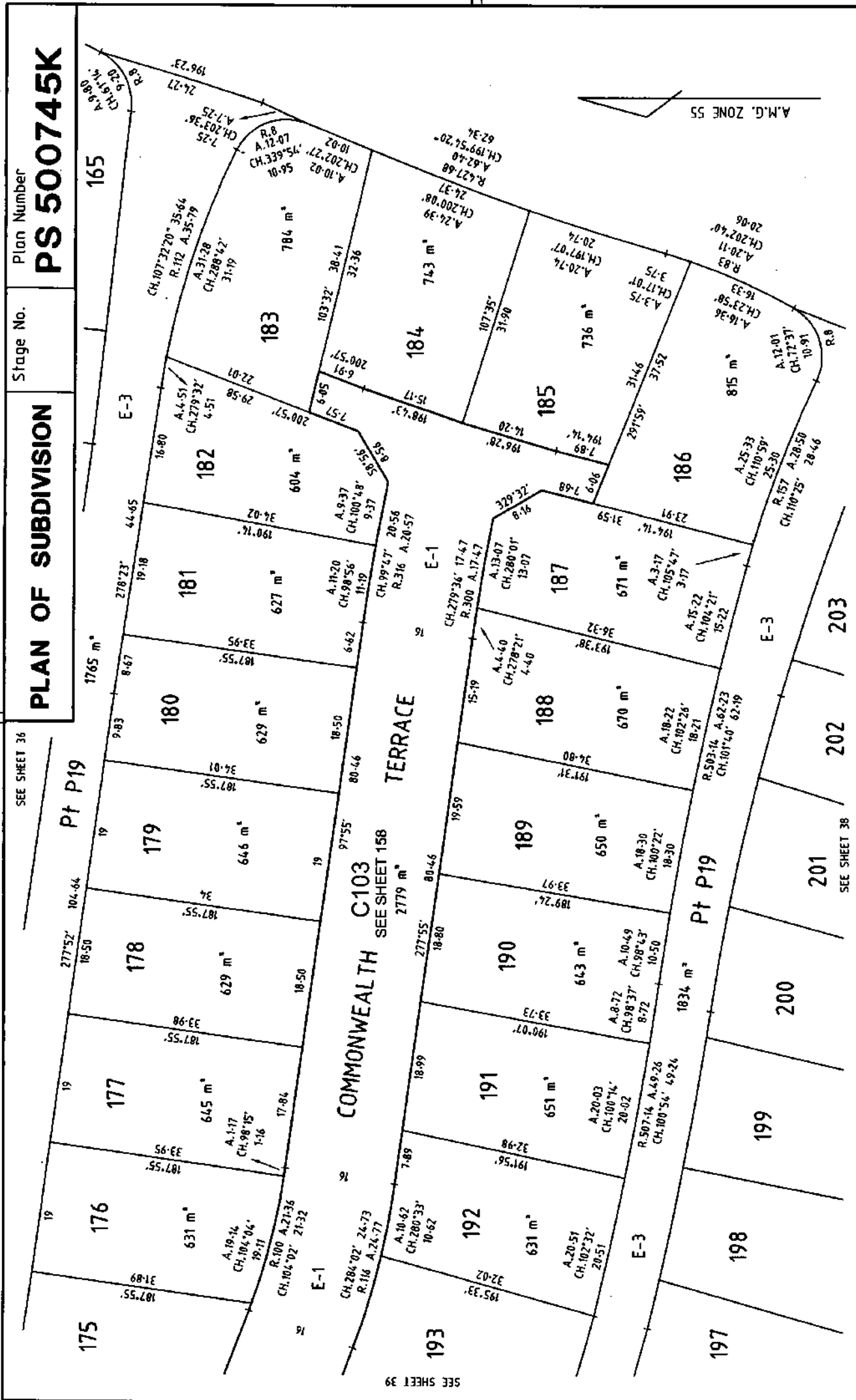
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(PRINT)
SIGNATURE DATE / /
M01210 M03002 M02211 M03001 W34998 S05028 S07128 S12065
REF. M01107 7.01.2003 VERSION 9

DATE / /
COUNCIL DELEGATE SIGNATURE
Sheet 32 of Sheets

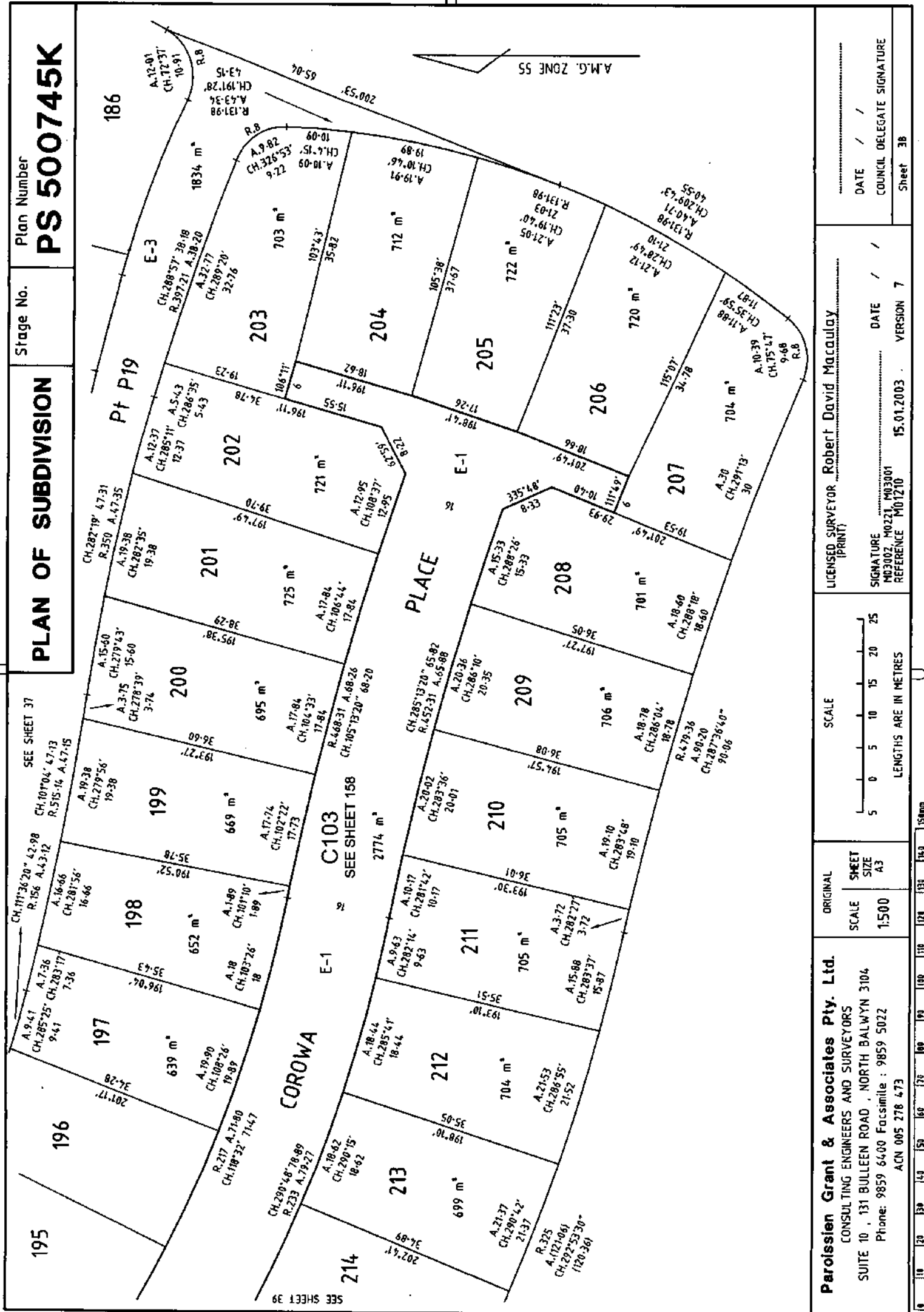








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VERSION 7															15.01.2003		M03002, M02211, M03001		M01210		15.01.2003		VERSION 7		DATE / /		COUNCIL DELEGATE SIGNATURE		Sheet 37			



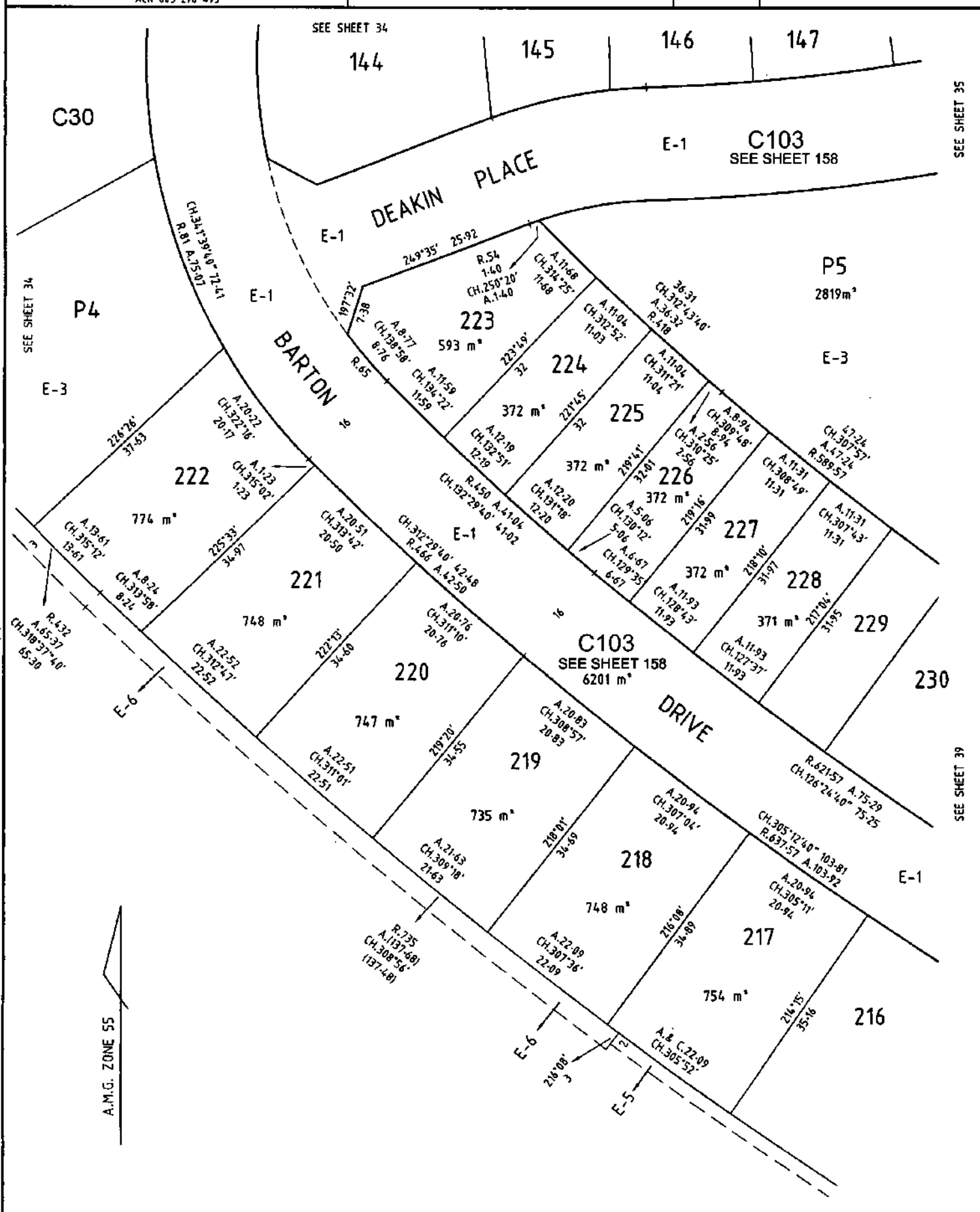
Parolsson Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



A.M.G. ZONE 55

ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SCALE
1:500

SHEET
SIZE
A3

5 0 5 10 15 20 25
LENGTHS ARE IN METRES

SIGNATURE DATE / /
M03002, M02211, M03001
REF. M01210 15.01.2003 VERSION 7

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 40

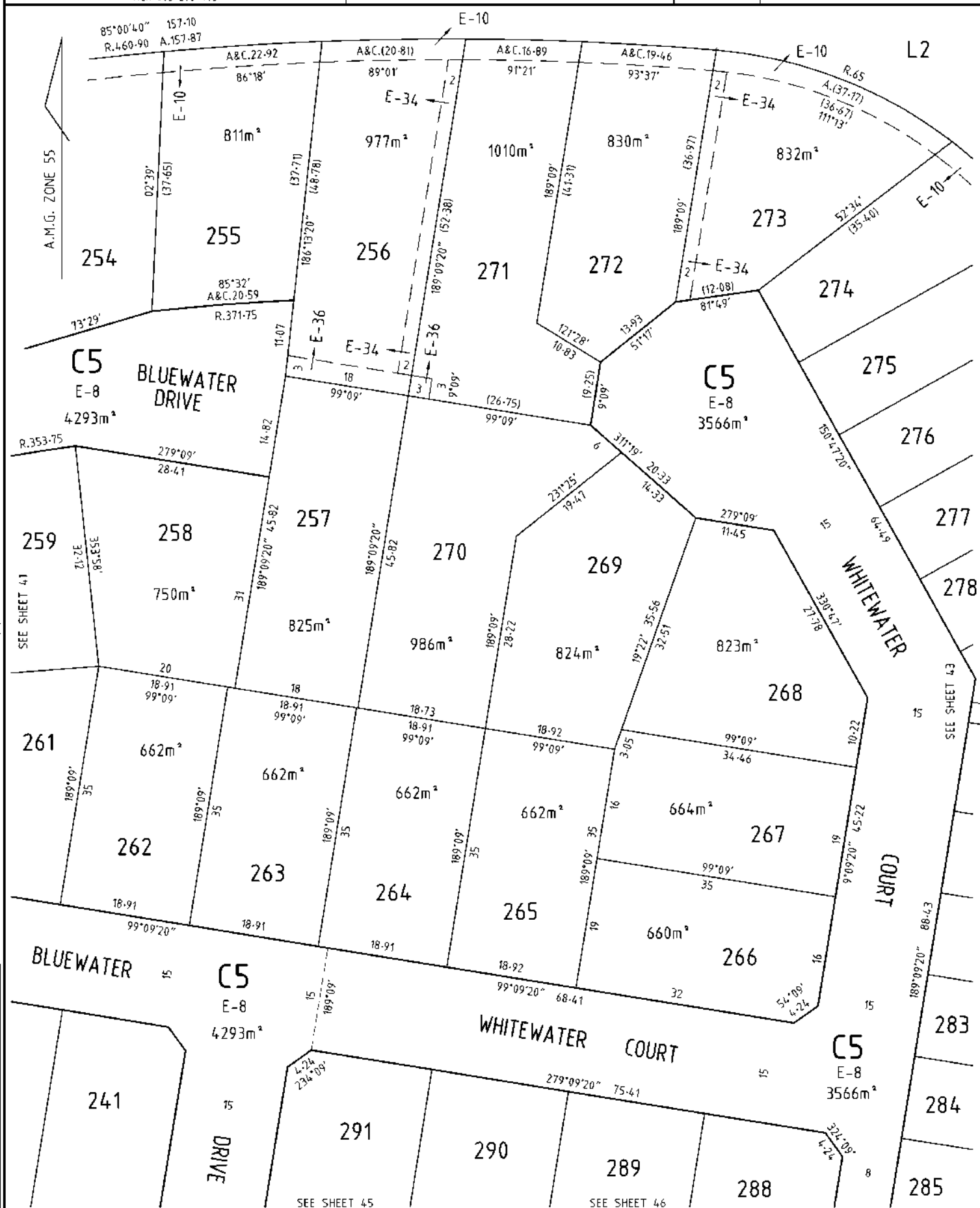
Parolssien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



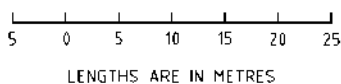
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SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SCALE
1:500

SHEET
SIZE
A3



SIGNATURE DATE / /
M02211 S07128
REF. M02098 16.09.2003

VERSION 5

DATE / /
COUNCIL DELEGATE SIGNATURE
Sheet 42

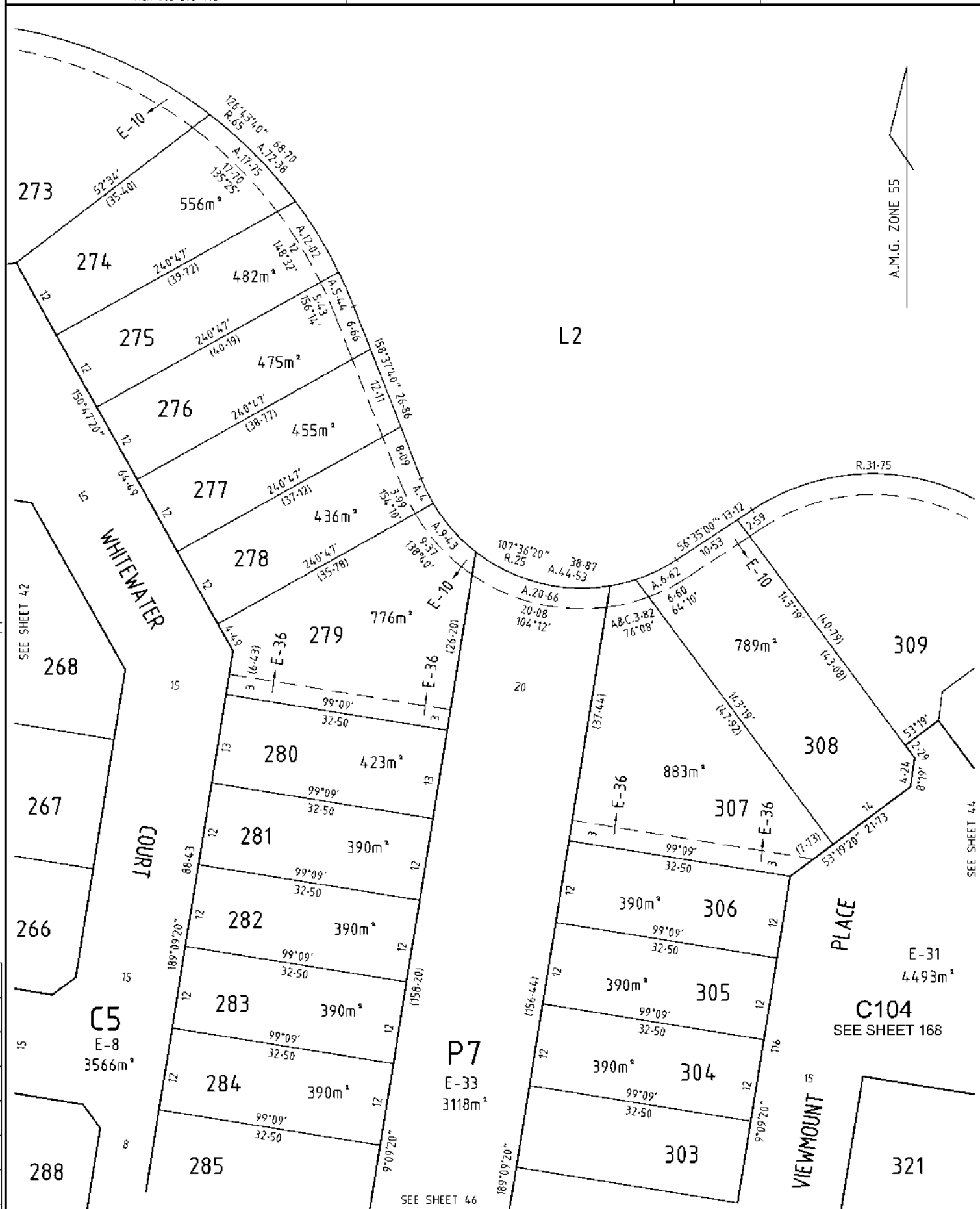
Parolssien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
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ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



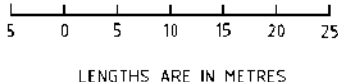
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SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SCALE
1:500

SHEET
SIZE
A3



SIGNATURE DATE / /
M02211 S07128
REF. M02098 16.09.2003 VERSION 5

DATE / /
COUNCIL DELEGATE SIGNATURE
Sheet 43

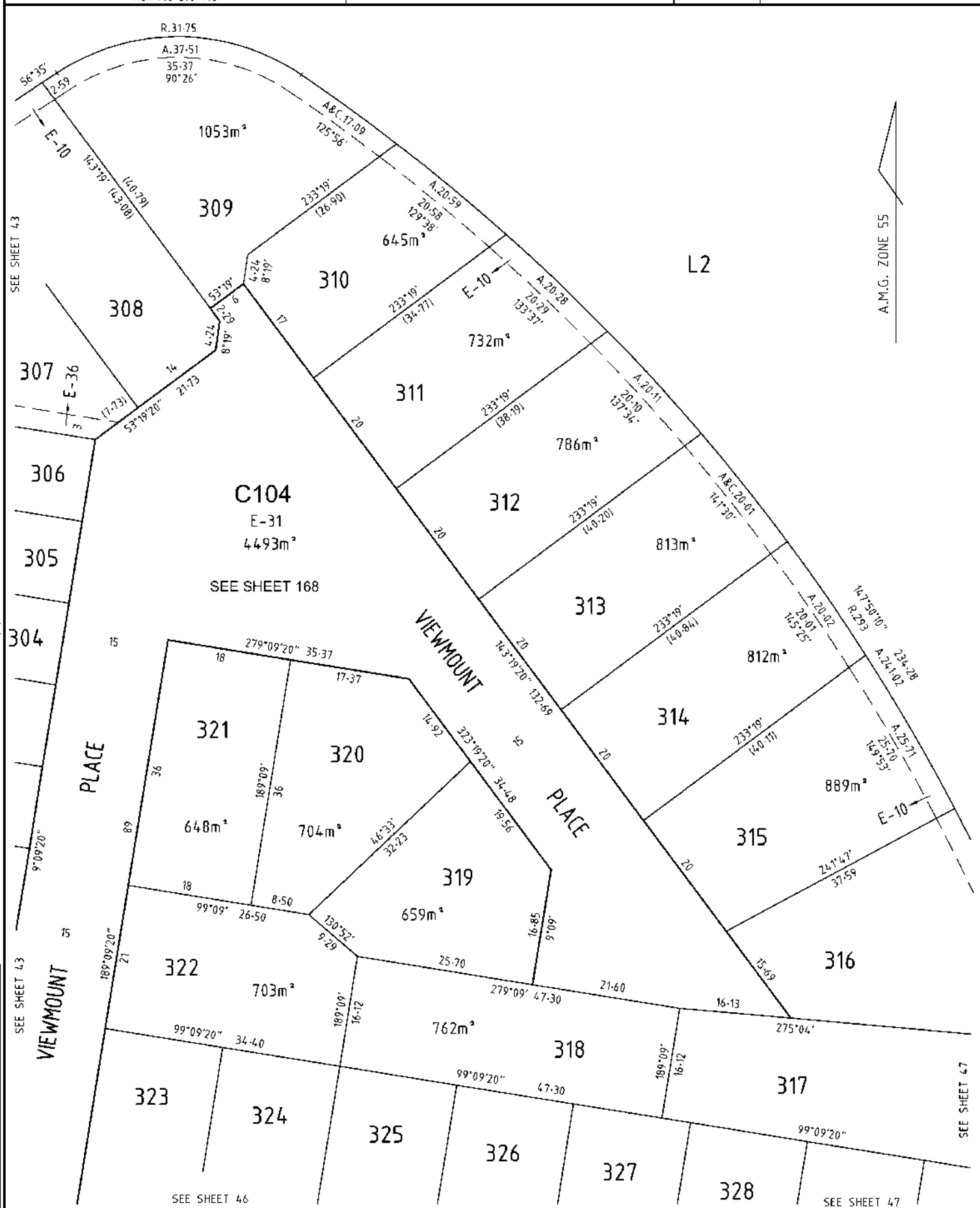
Parolssien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

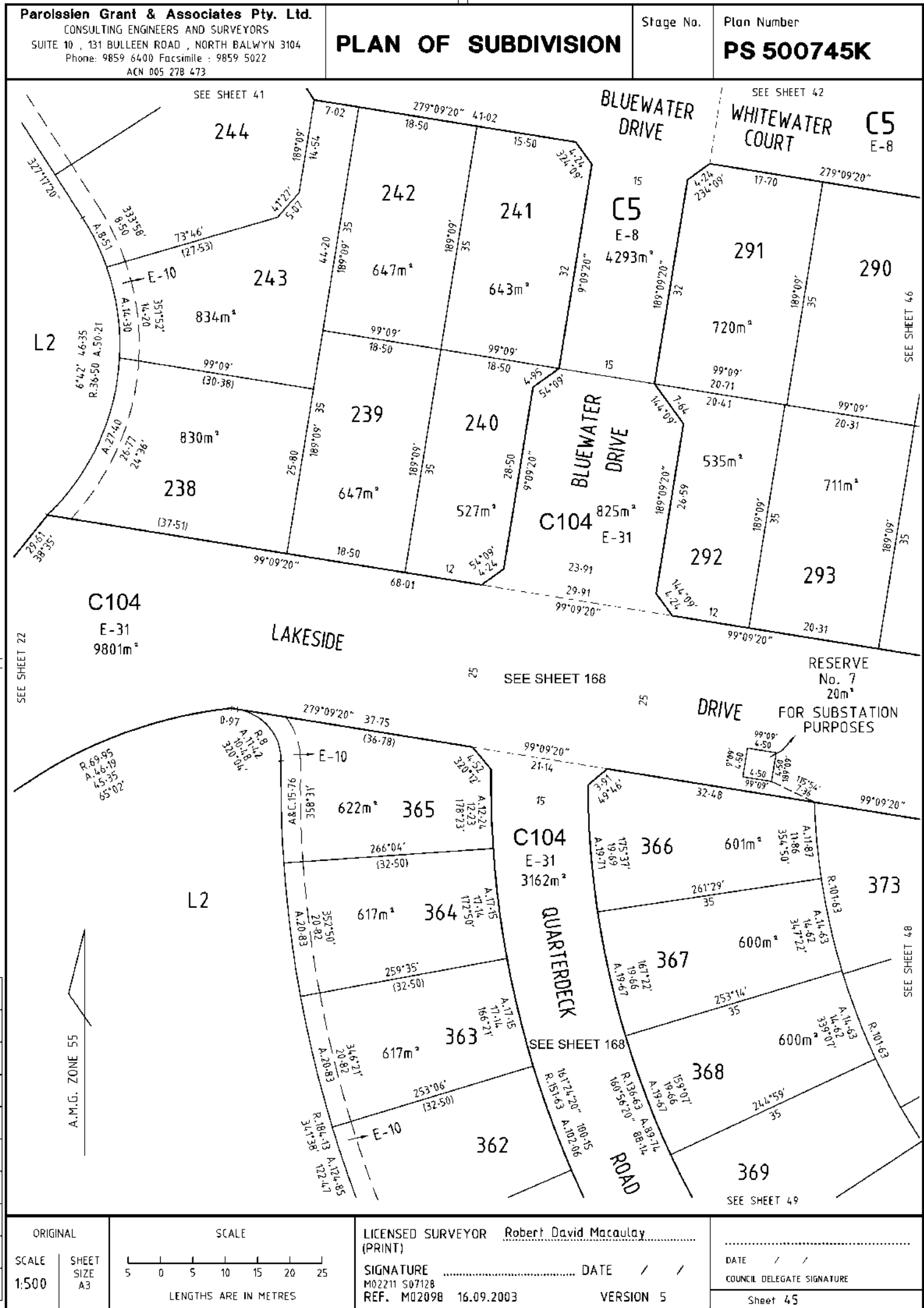
Stage No.

Plan Number

PS 500745K



ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>		DATE / /	
SCALE	SHEET	LENGTHS ARE IN METRES		SIGNATURE		COUNCIL DELEGATE SIGNATURE	
1:500	A3	5 0 5 10 15 20 25		M02211 507128		Sheet 44	
				REF. M02098 16.09.2003		VERSION 5	



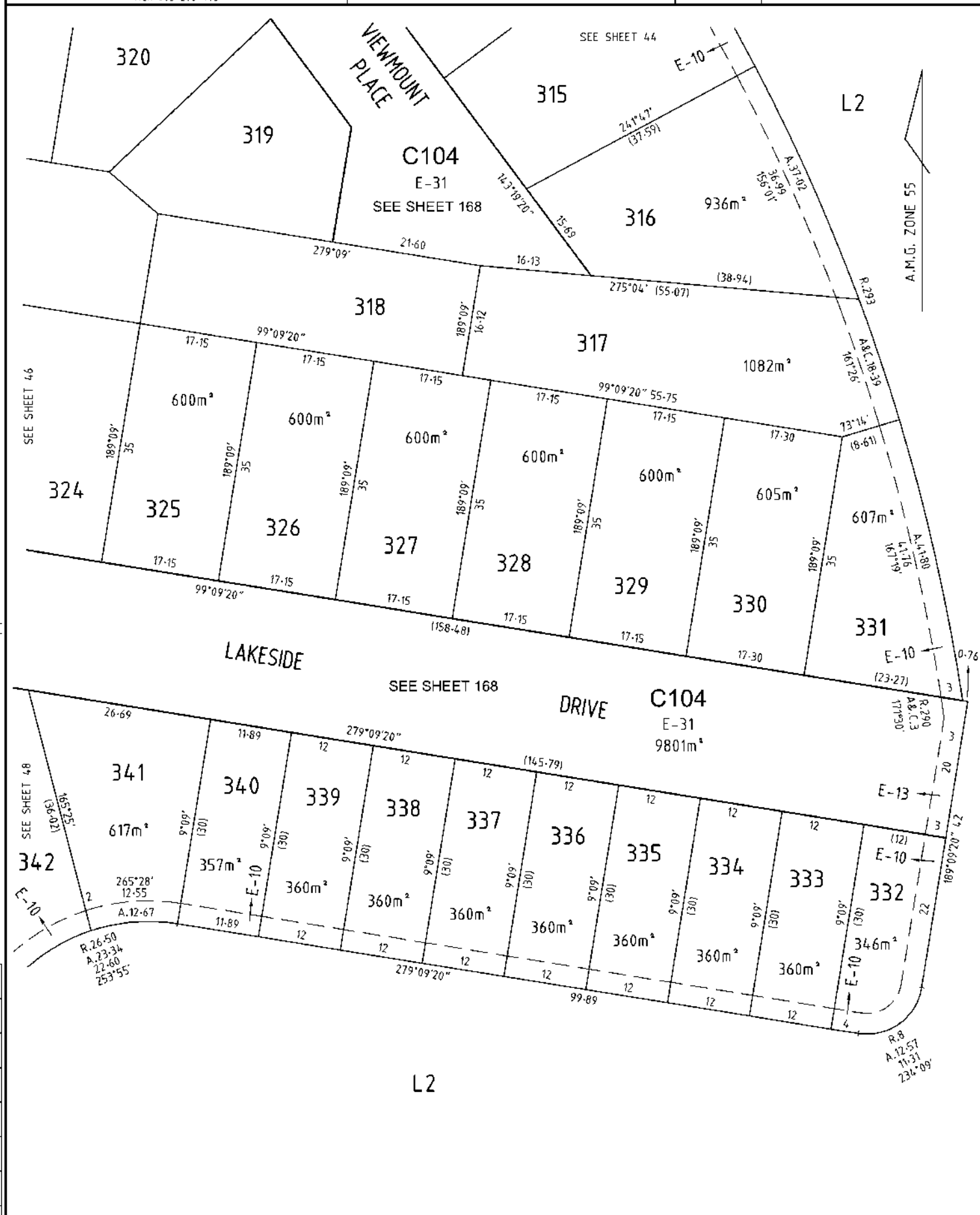
Parolssien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



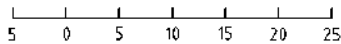
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SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SCALE
1:500

SHEET
SIZE
A3



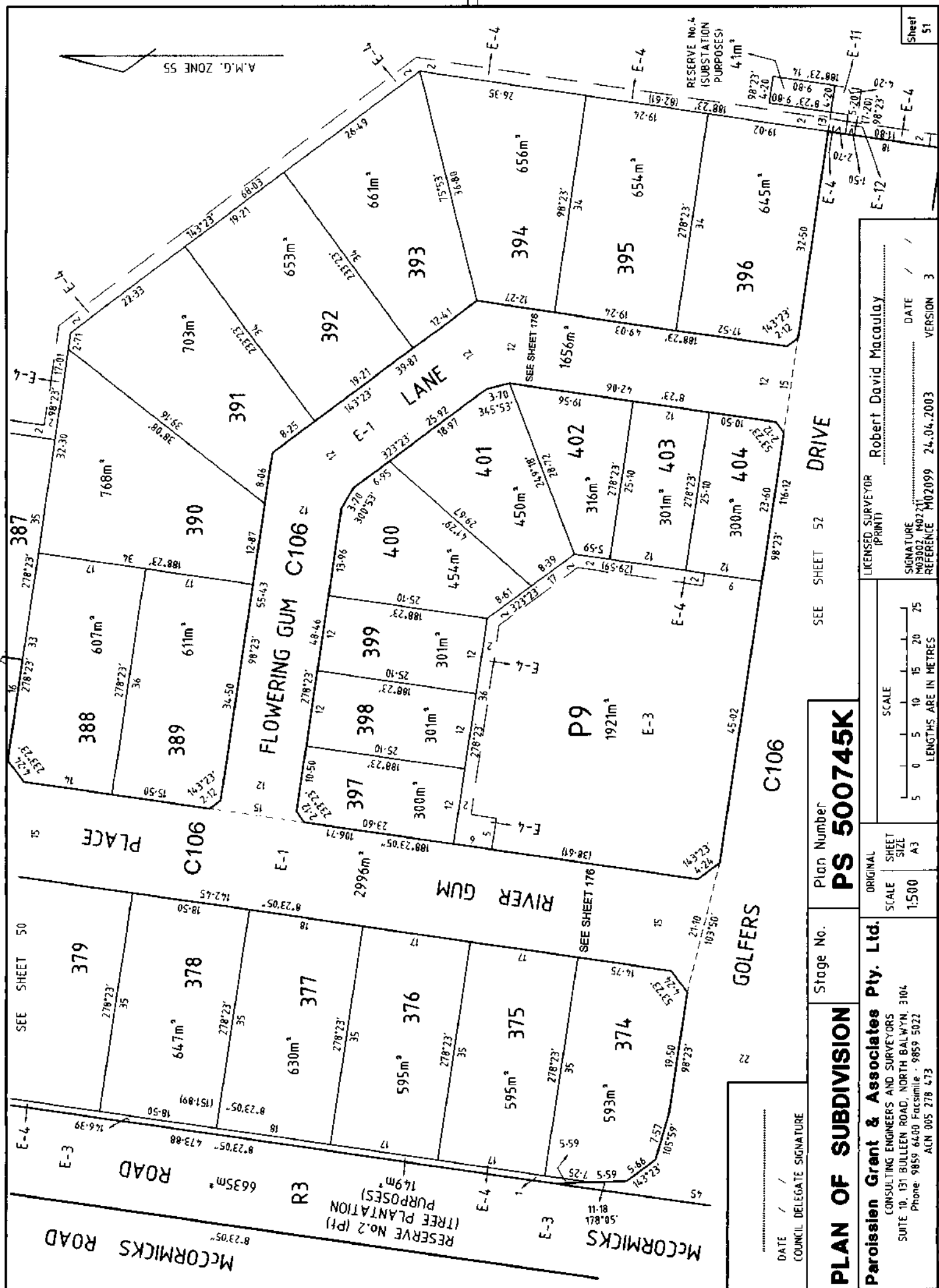
LENGTHS ARE IN METRES

SIGNATURE DATE / /
M02211 S07128
REF. M02098 16.09.2003

VERSION 5

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 47



PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

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

ORIGINAL
SCALE 1:500
SHEET SIZE A3

SCALE
5 0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Robert David Macaulay

SIGNATURE M03002 M02211
REFERENCE M02099 24.04.2003
DATE / /
VERSION 3

SEE SHEET 52 DRIVE

DATE / /
COUNCIL DELEGATE SIGNATURE



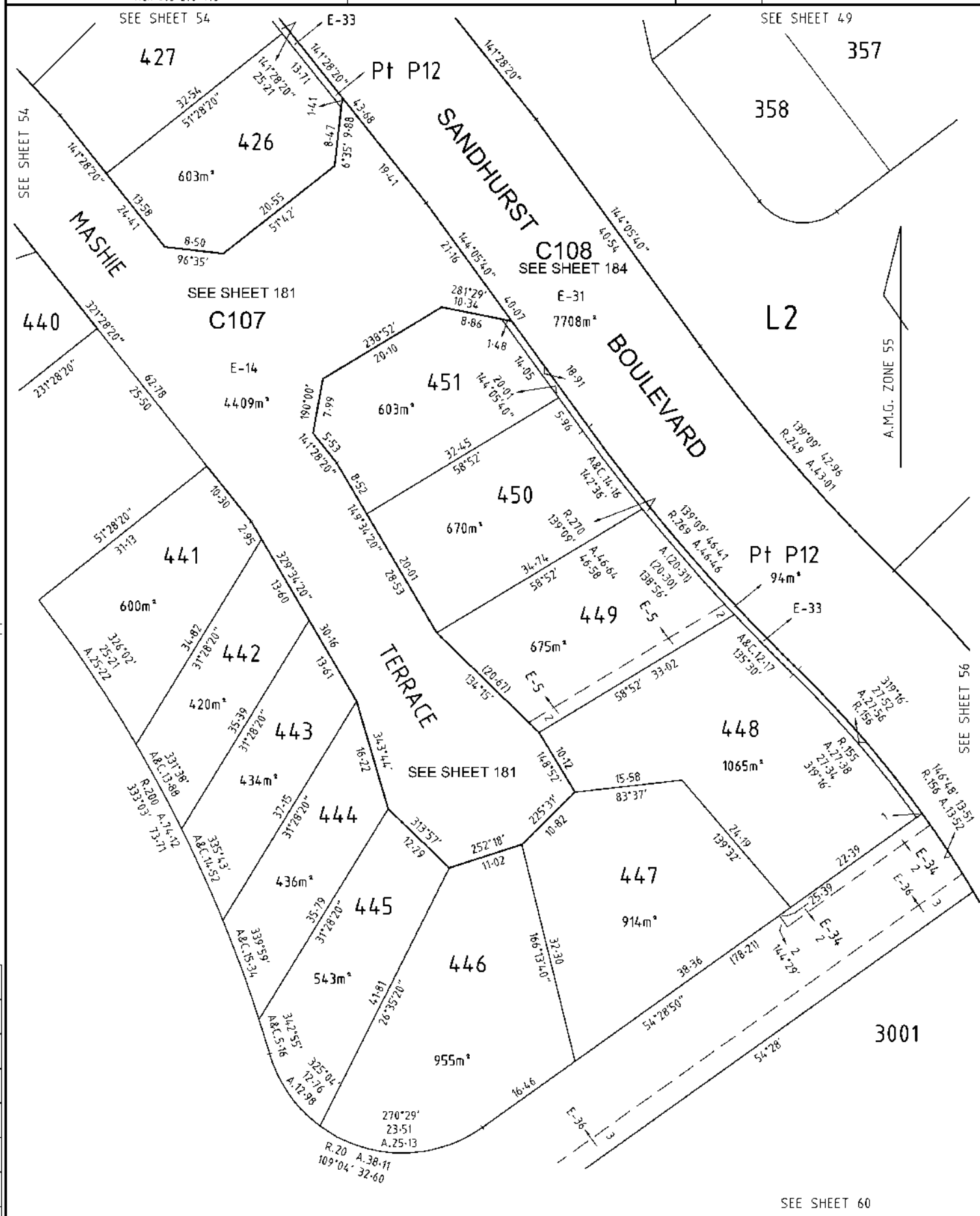
Parolssien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

LICENSED SURVEYOR (PRINT)

Robert David Macaulay

SCALE
1:500

SHEET
SIZE
A3

5 0 5 10 15 20 25
LENGTHS ARE IN METRES

SIGNATURE

DATE / /

M02289 S07128

REF. M02211

30.01.2004

VERSION 6

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 55

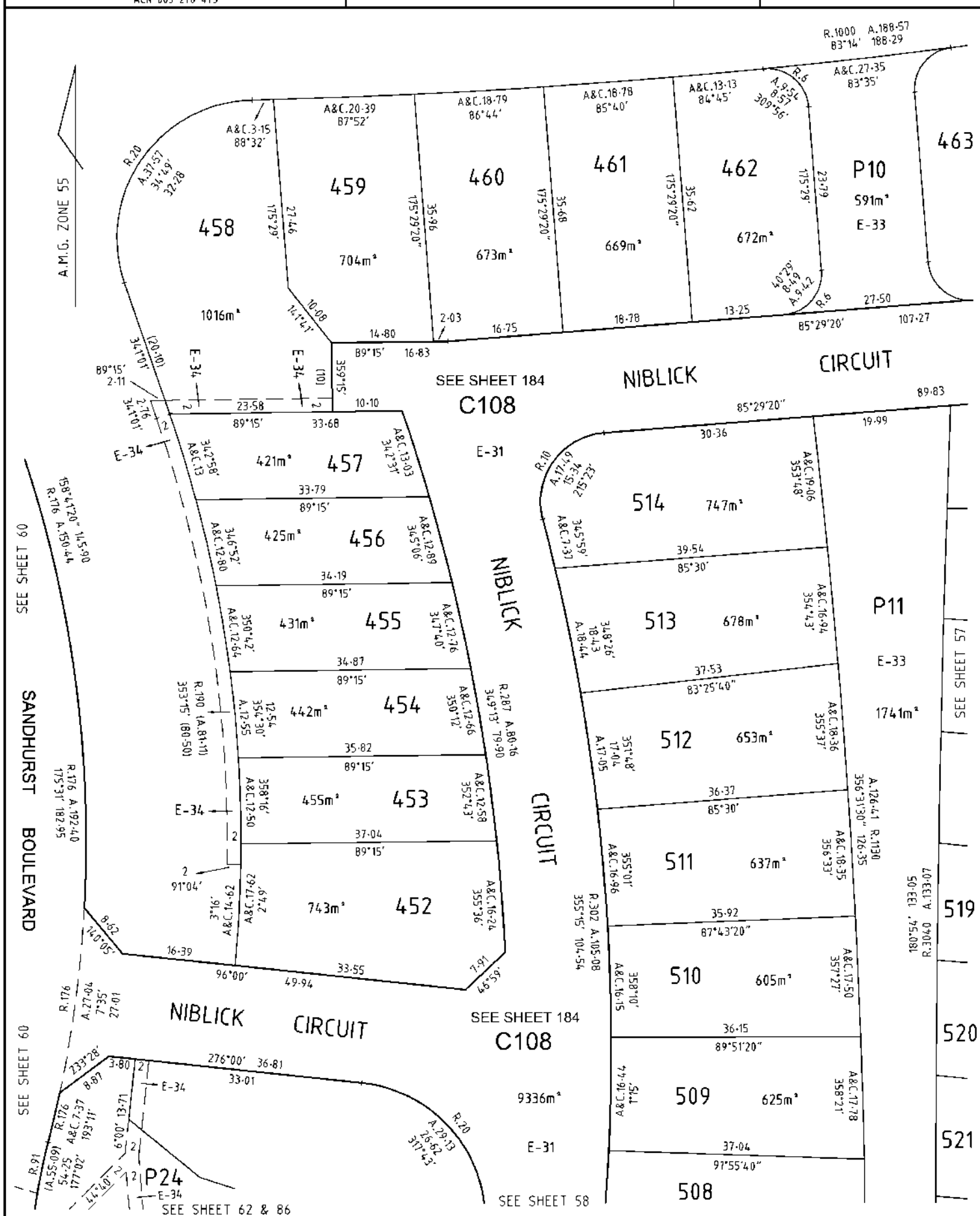
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone. 9859 6400 Facsimile. 9859 5022
ACN D05 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay

(PRINT)

SIGNATURE

DATE

DATE

COUNCIL DELEGATE SIGNATURE

M02289

REF. M02211

30.01.2004

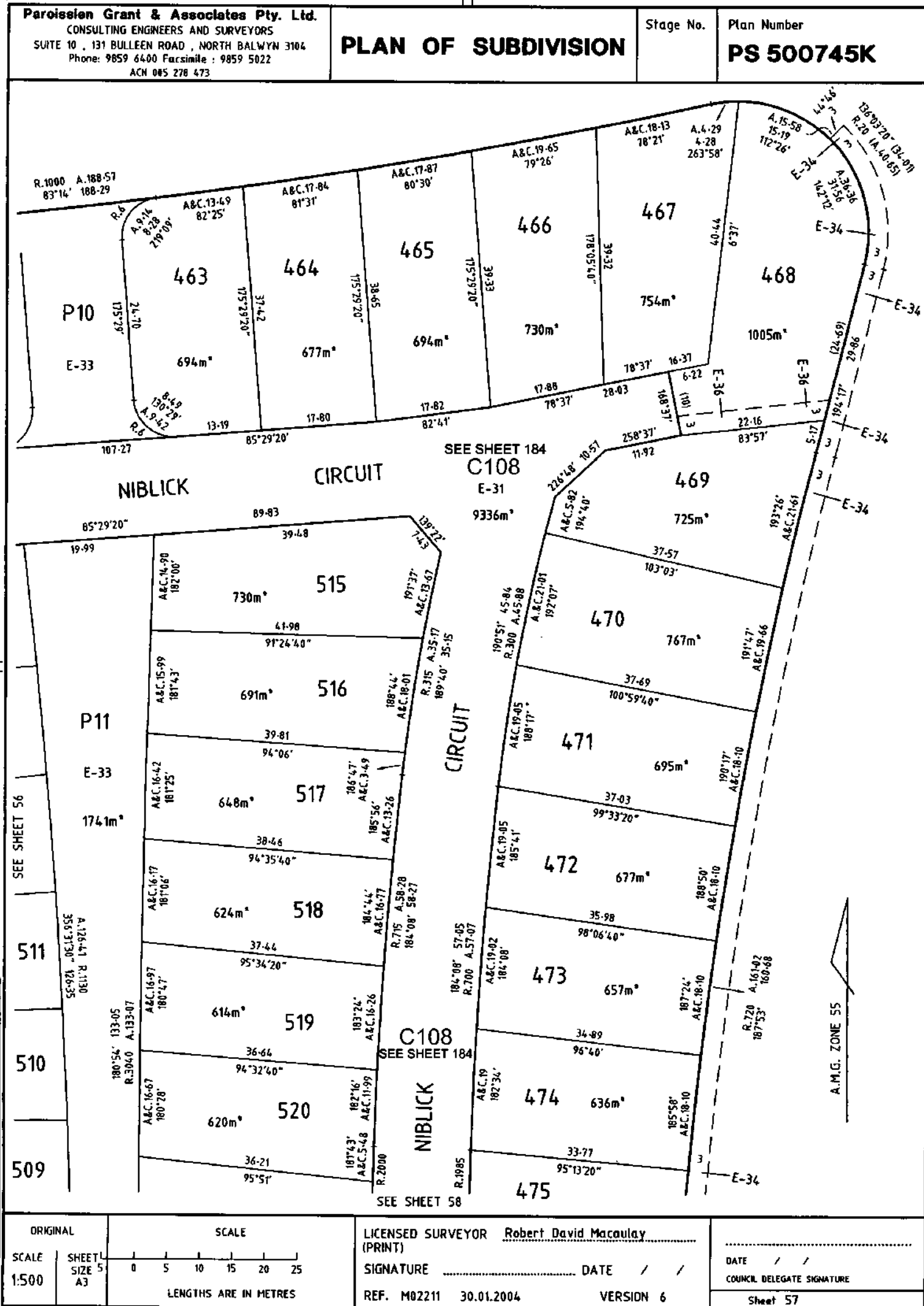
VERSION 6

Sheet 56

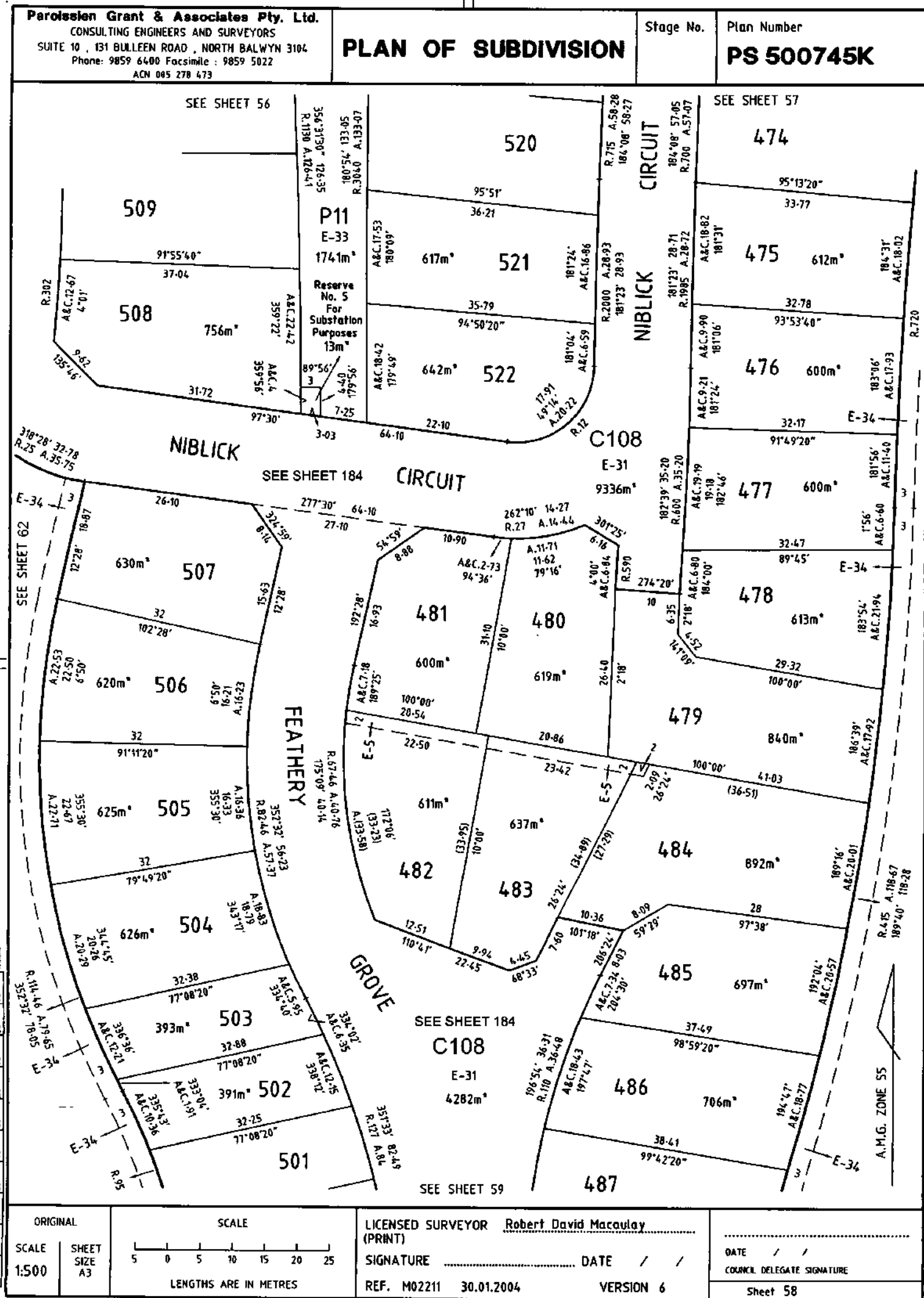
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1:500

SHEET
SIZE
A3

5 0 5 10 15 20 25
LENGTHS ARE IN METRES



ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>		DATE / /	
SCALE	SHEET			SIGNATURE _____		COUNCIL DELEGATE SIGNATURE _____	
1:500	SIZE 5 A3						
LENGTHS ARE IN METRES				REF. M02211 30.01.2004		VERSION 6	
Sheet 57							



Sheet 59

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

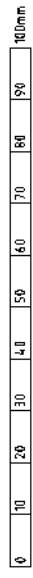
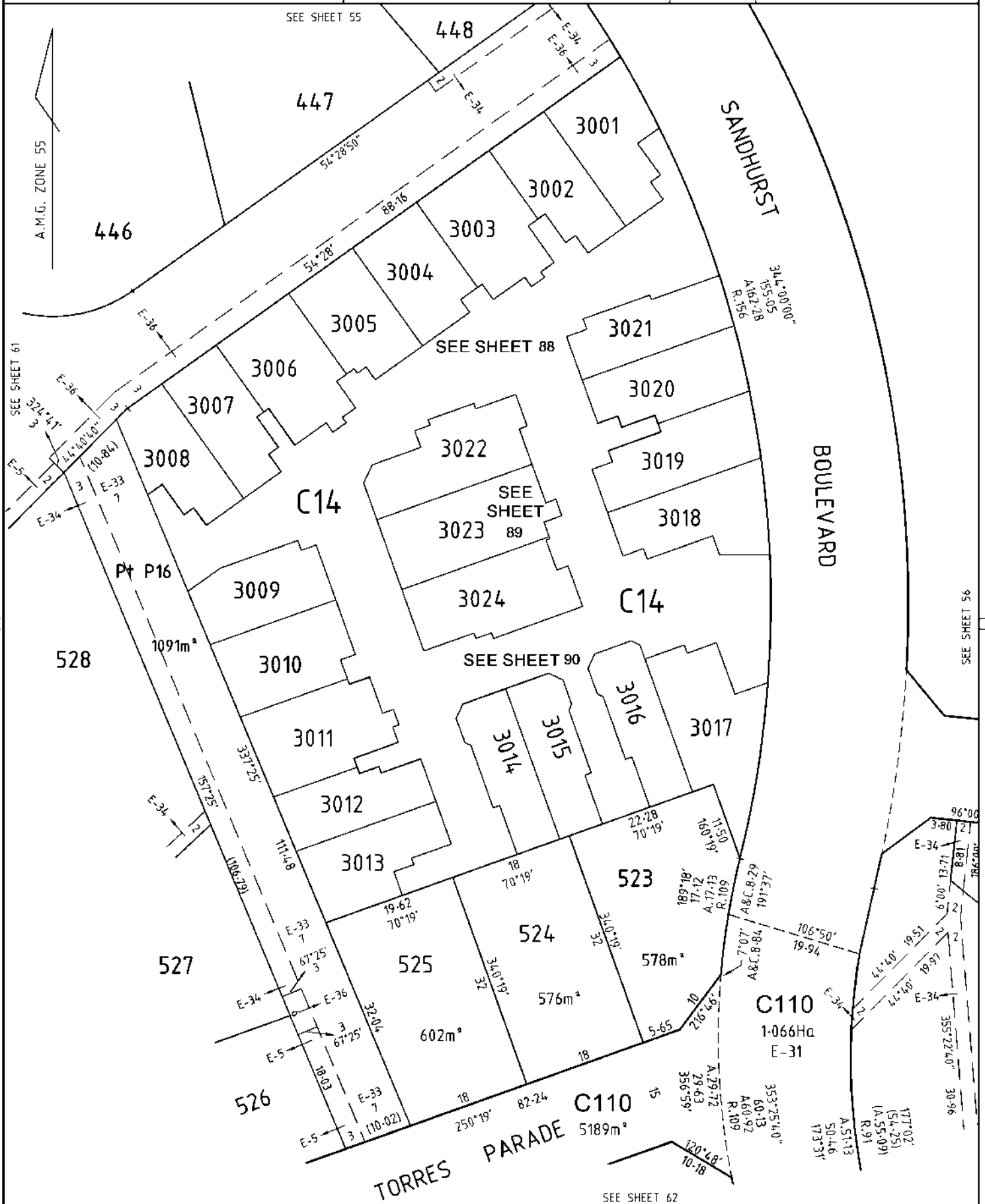
PLAN OF SUBDIVISION

Stage No.

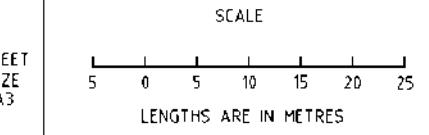
Plan Number

PS 500745K

SEE SHEET 55



ORIGINAL
SCALE
1:500



LICENSED SURVEYOR Robert David Macaulay
(PRINT)
SIGNATURE DATE / /
TAYLORS 0673-24L
REF. M02289 9.06.2004 VERSION 7

DATE / /
COUNCIL DELEGATE SIGNATURE
Sheet 60

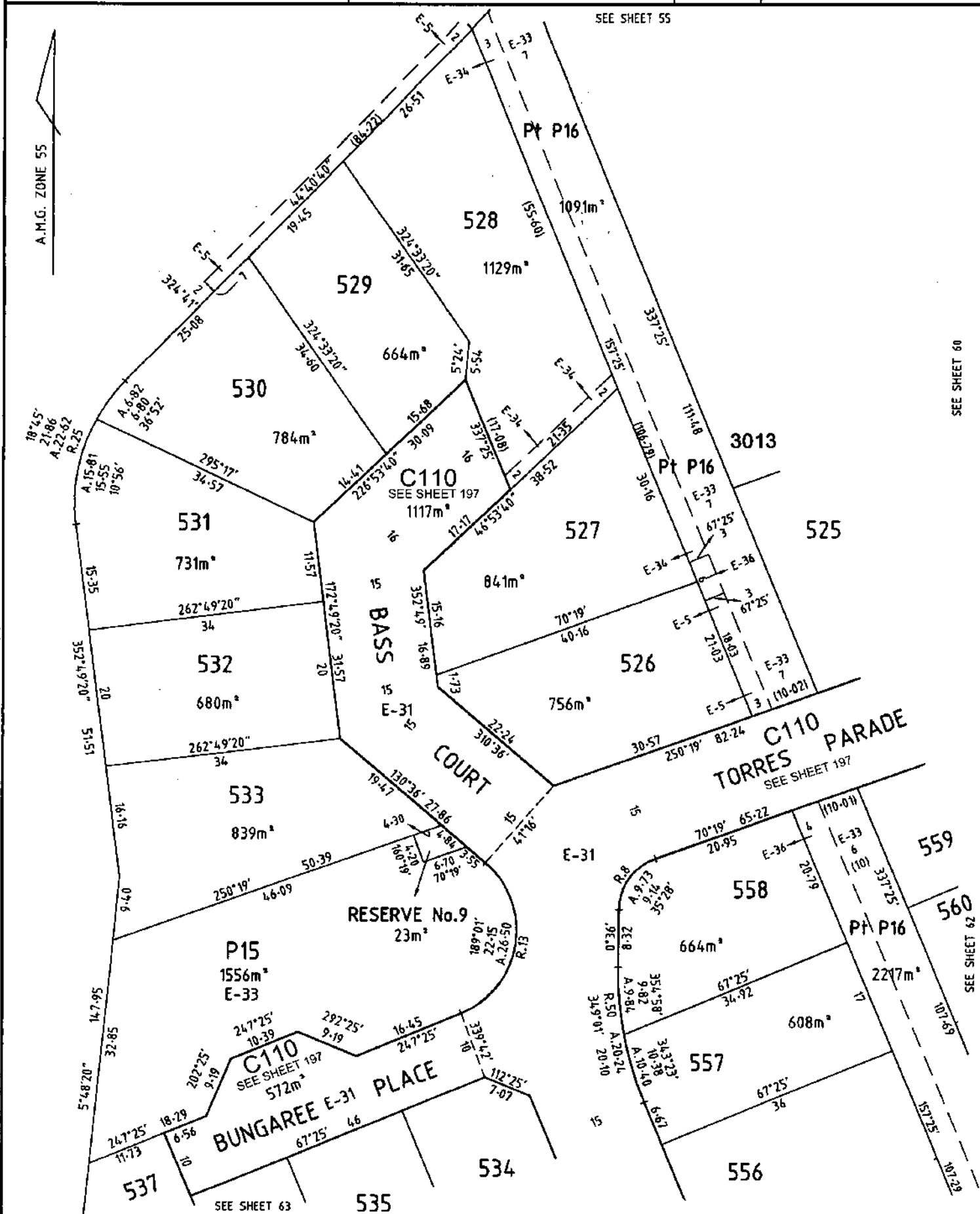
Parolasion Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 045 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



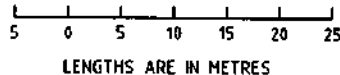
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SCALE

LICENSED SURVEYOR Robert David Macaulay

SCALE
1:500

SHEET
SIZE
A3



LENGTHS ARE IN METRES

(PRINT)

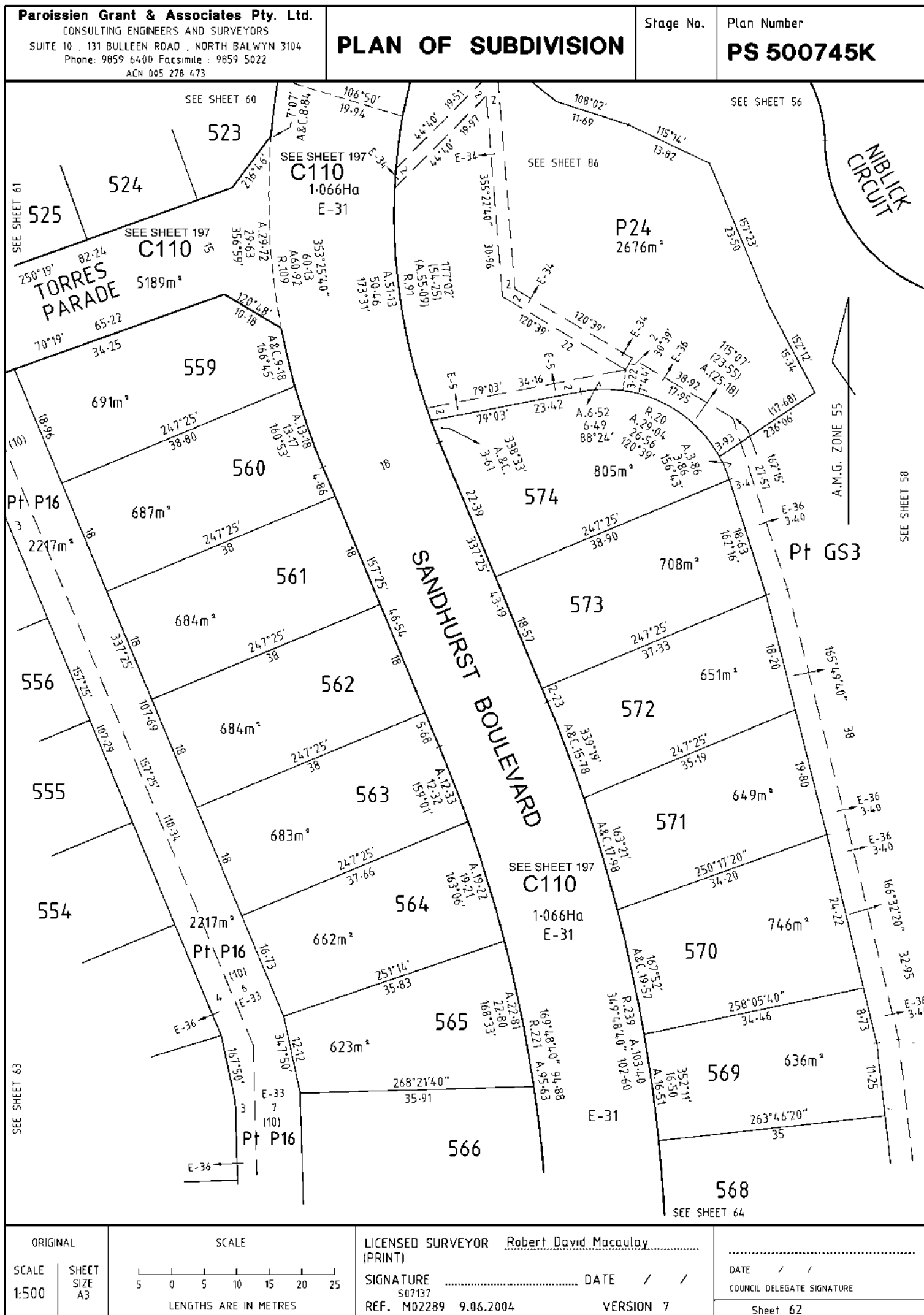
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REF. M02289 9.06.2004

VERSION 7

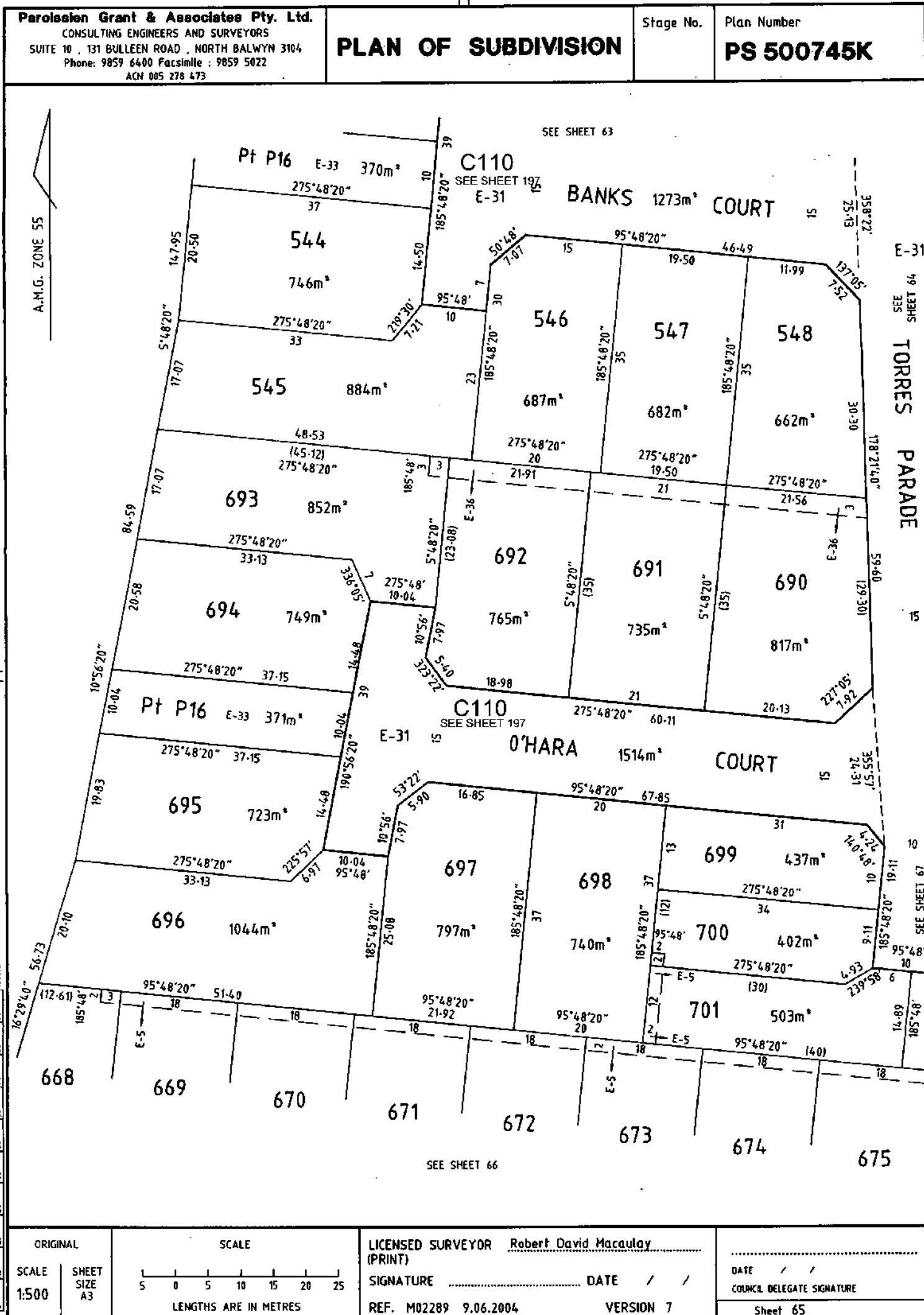
DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 61

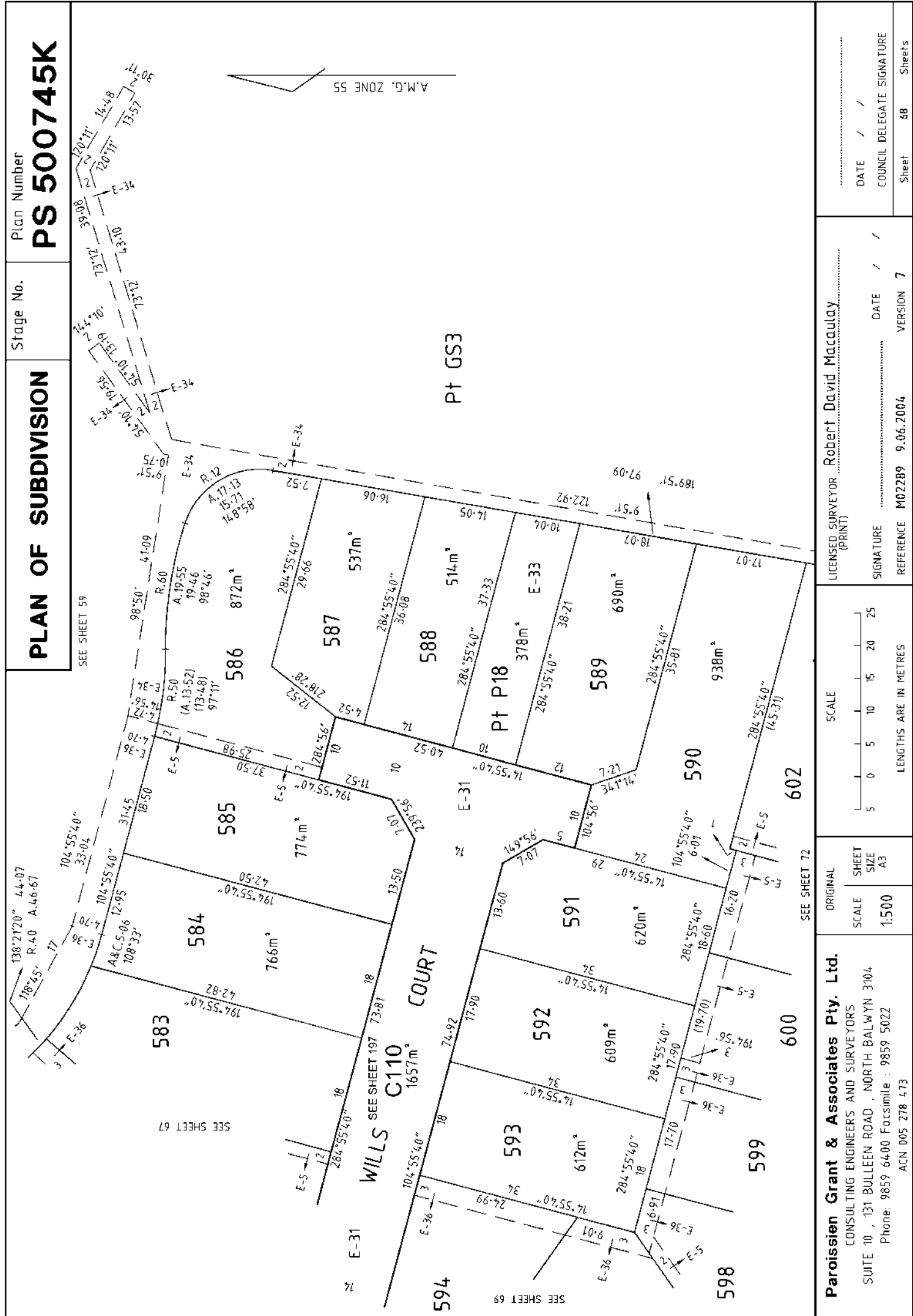


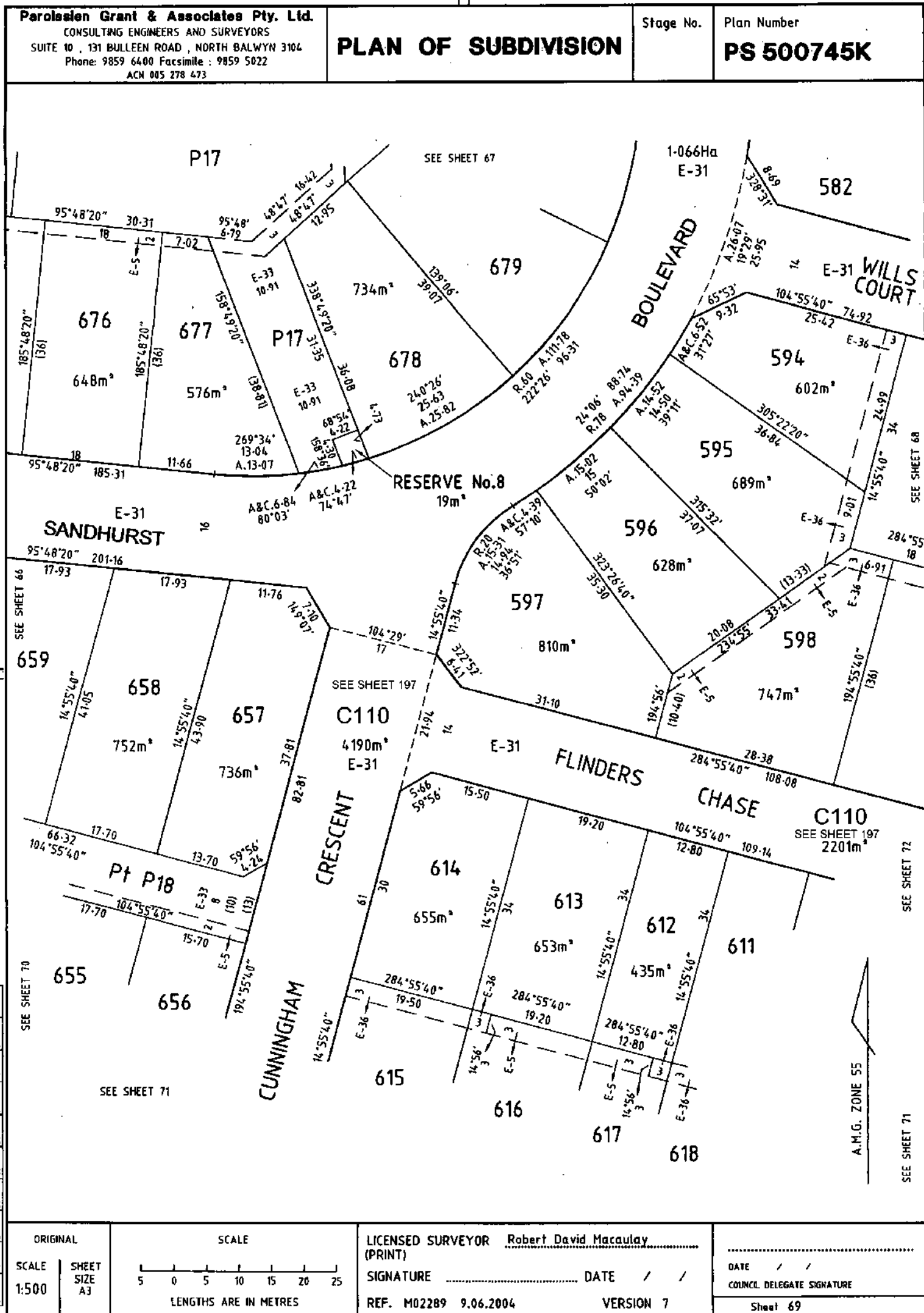
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SCALE	SHEET SIZE			(PRINT)			
1:500	A3			SIGNATURE		DATE	
				S07137		/ /	
				REF. M02289		VERSION 7	
				9.06.2004		COUNCIL DELEGATE SIGNATURE	
				LENGTHS ARE IN METRES		Sheet 62	

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473										ORIGINAL SCALE SHEET SIZE A3 1:500		SCALE  LENGTHS ARE IN METRES		LICENSED SURVEYOR (PRINT) Robert David Macaulay SIGNATURE DATE / / REFERENCE M02289 9.06.2004 VERSION 7		DATE / / COUNCIL DELEGATE SIGNATURE Sheet 64	
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ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>		DATE / /	
SCALE	SHEET SIZE	LENGTHS ARE IN METRES		SIGNATURE	DATE	COUNCIL DELEGATE SIGNATURE	Sheet 65
1:500	A3						
				REF. M02289 9.06.2004		VERSION 7	





Sheet 71

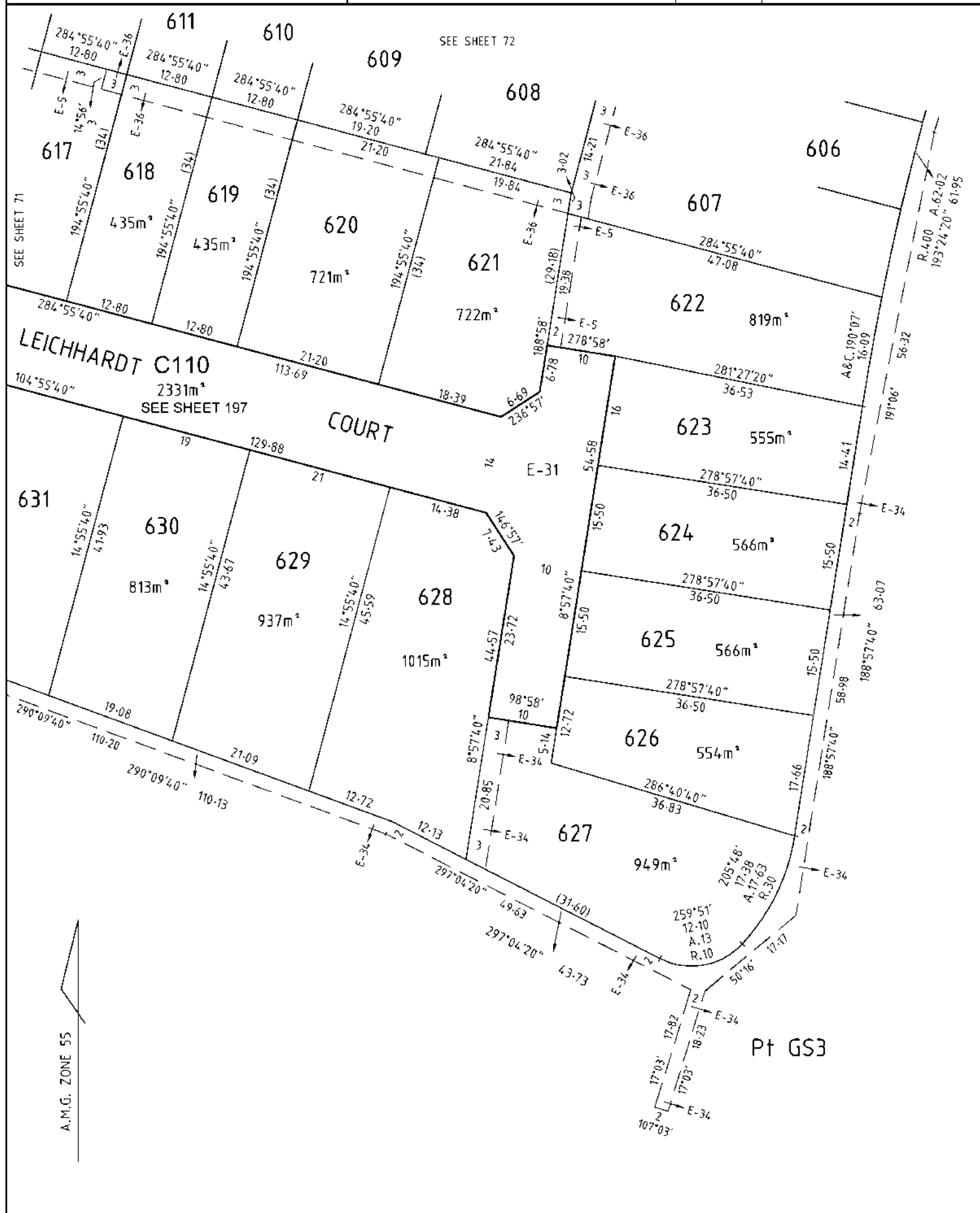
Peroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



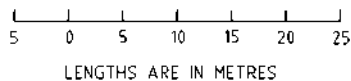
ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
 (PRINT)

SCALE
 1:500

SHEET
 SIZE
 A3



SIGNATURE DATE / /
 REF. M02289 9.06.2004 VERSION 7

DATE / /
 COUNCIL DELEGATE SIGNATURE

Sheet 73

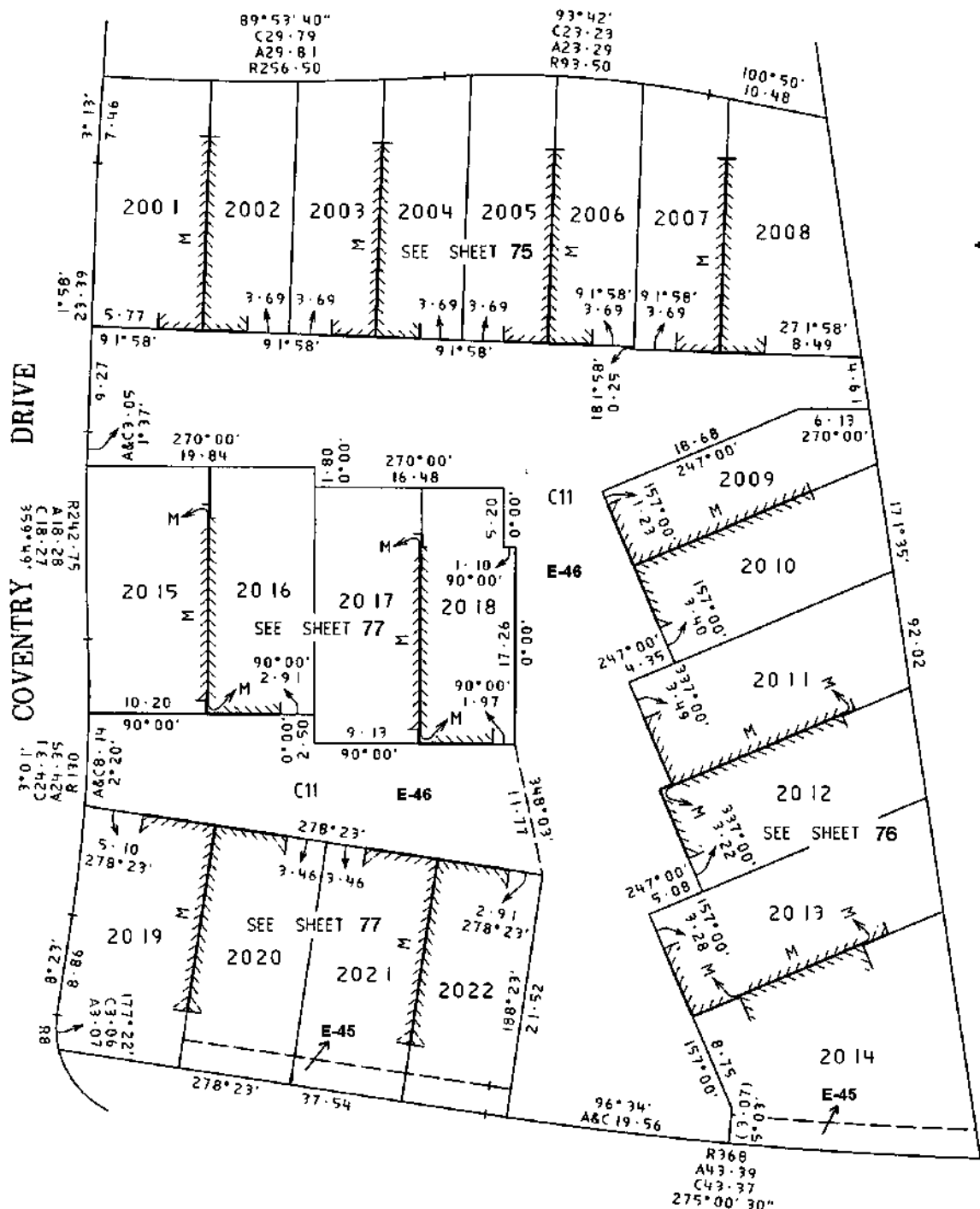
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

SEE SHEET 32



WATSONS PTY. LTD.

CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 KIAM ST, MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST KILDA RD, MELBOURNE PH.(03) 9822 8144

ORIGINAL

SCALE SHEET
SIZE
1:400 A3

SCALE

0 4 8 12 16 20

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE

DATE 6/10/2003

REF 34998

VERSION 5

SHEET 74

DATE / /20

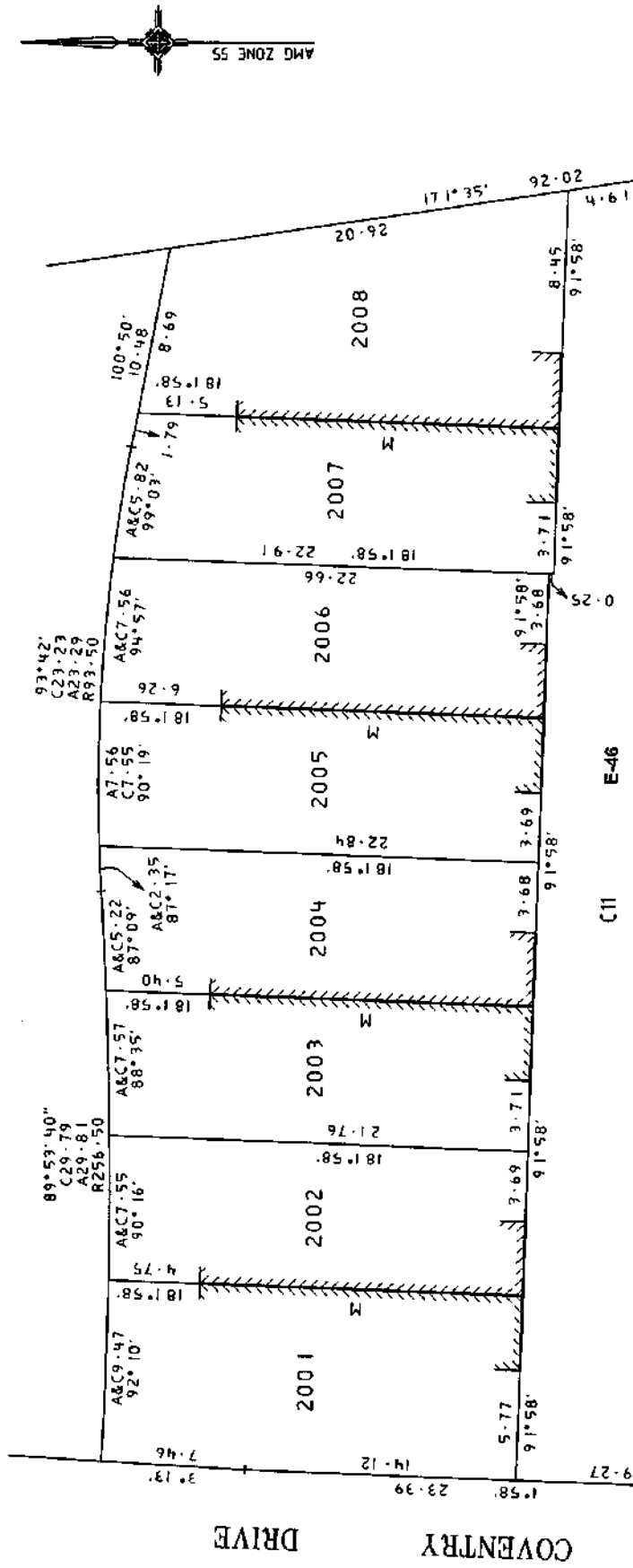
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 500745K



SEE SHEET 77

SEE SHEET 76

SHEET 75		SHEET 76	
WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST. MORRINGTON PH (03) 5975 4844 LEVEL 2, 478 STALDA RD, MELBOURNE PH (03) 9420 8144		ORIGINAL SCALE 1:250 SHEET SIZE A3	
SCALE 0 2.5 5 7.5 10 12.5 LENGTHS ARE IN METRES		LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE DATE 6/10/2003 REF 34998 VERSION 5	
DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3			

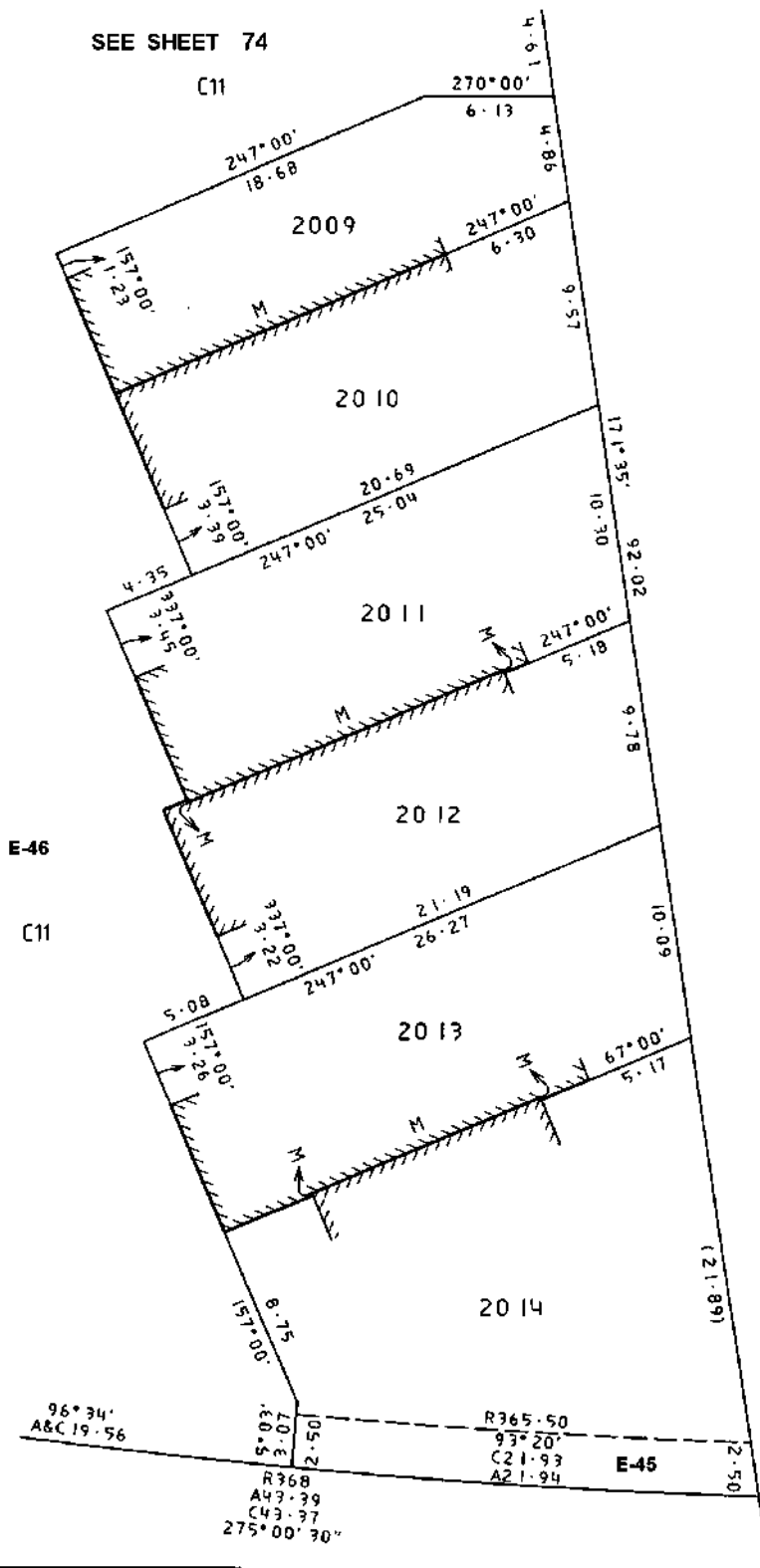
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

SEE SHEET 77



WATSONS PTY. LTD.

CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MAIN ST, MORRINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST KILDA RD, MELBOURNE PH.(03) 9820 8144

ORIGINAL
SCALE SHEET
SIZE
1:250 A3

SCALE

0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE

DATE 6/10/2003

REF 34398

VERSION 5

SHEET 76

DATE / /20

COUNCIL DELEGATE SIGNATURE

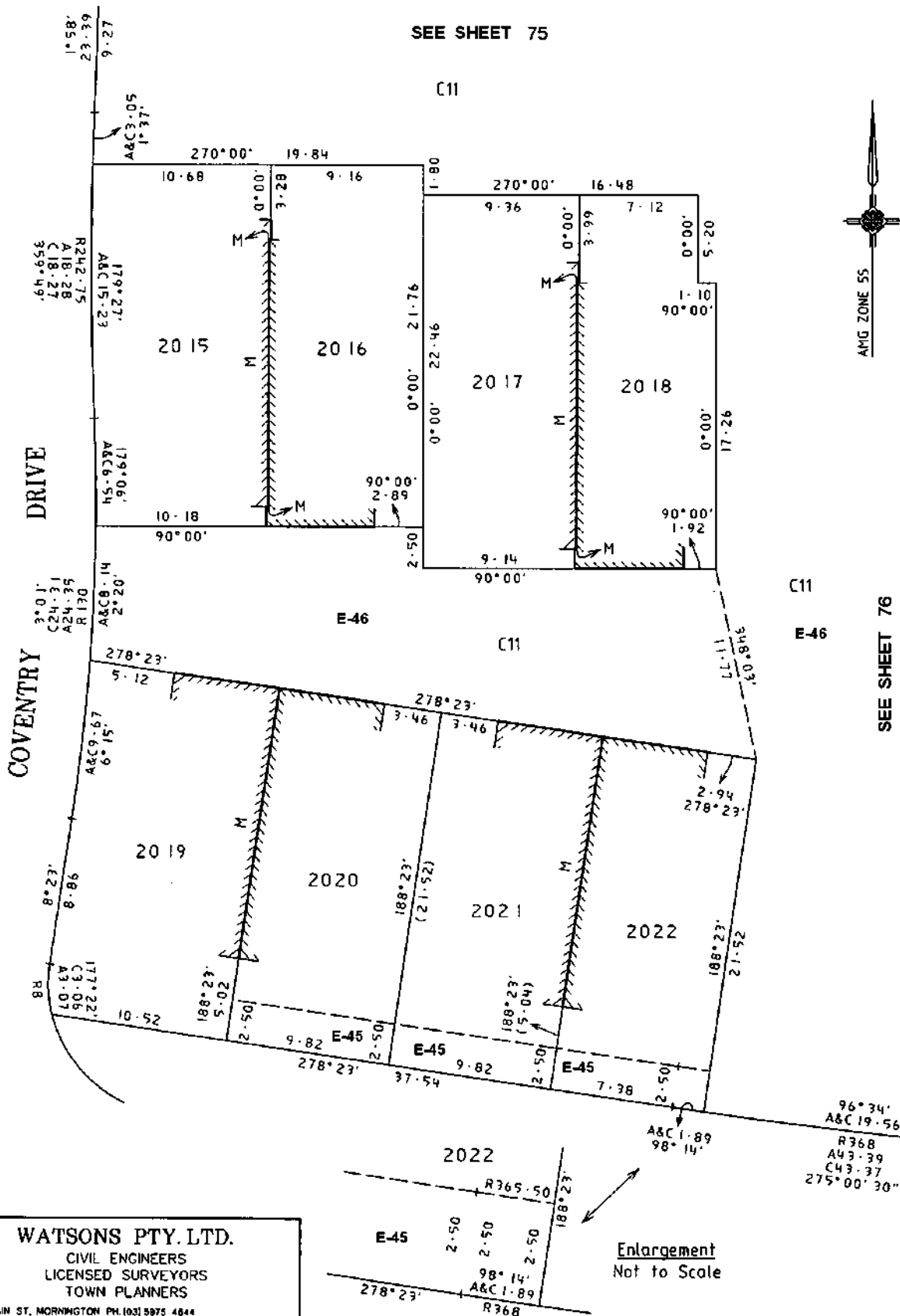
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

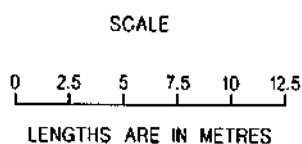


WATSONS PTY. LTD.

CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MAIN ST, MORNINGTON PH (03) 9975 4644
LEVEL 2, 470 ST KILDA RD, MELBOURNE PH (03) 9820 8144

ORIGINAL
SCALE SHEET
1:250 SIZE
A3



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE

DATE 6/10/2003

REF 34998

VERSION 5

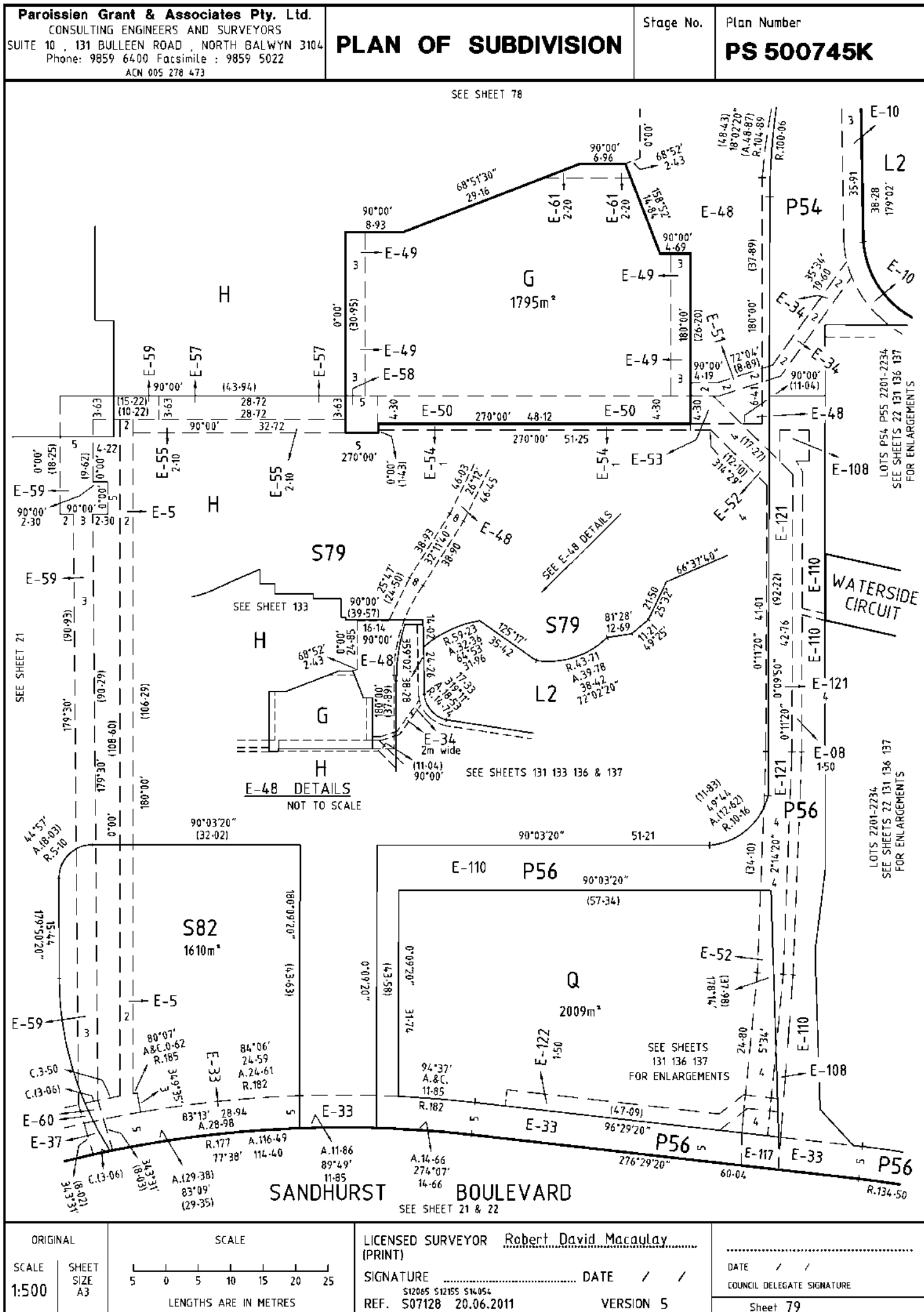
SHEET 77

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	ORIGINAL SCALE SHEET SIZE A3 1:5000		LICENSED SURVEYOR (PRINT)	Robert David Macaulay	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 78
			SIGNATURE REFERENCE	DATE / / VERSION 7	



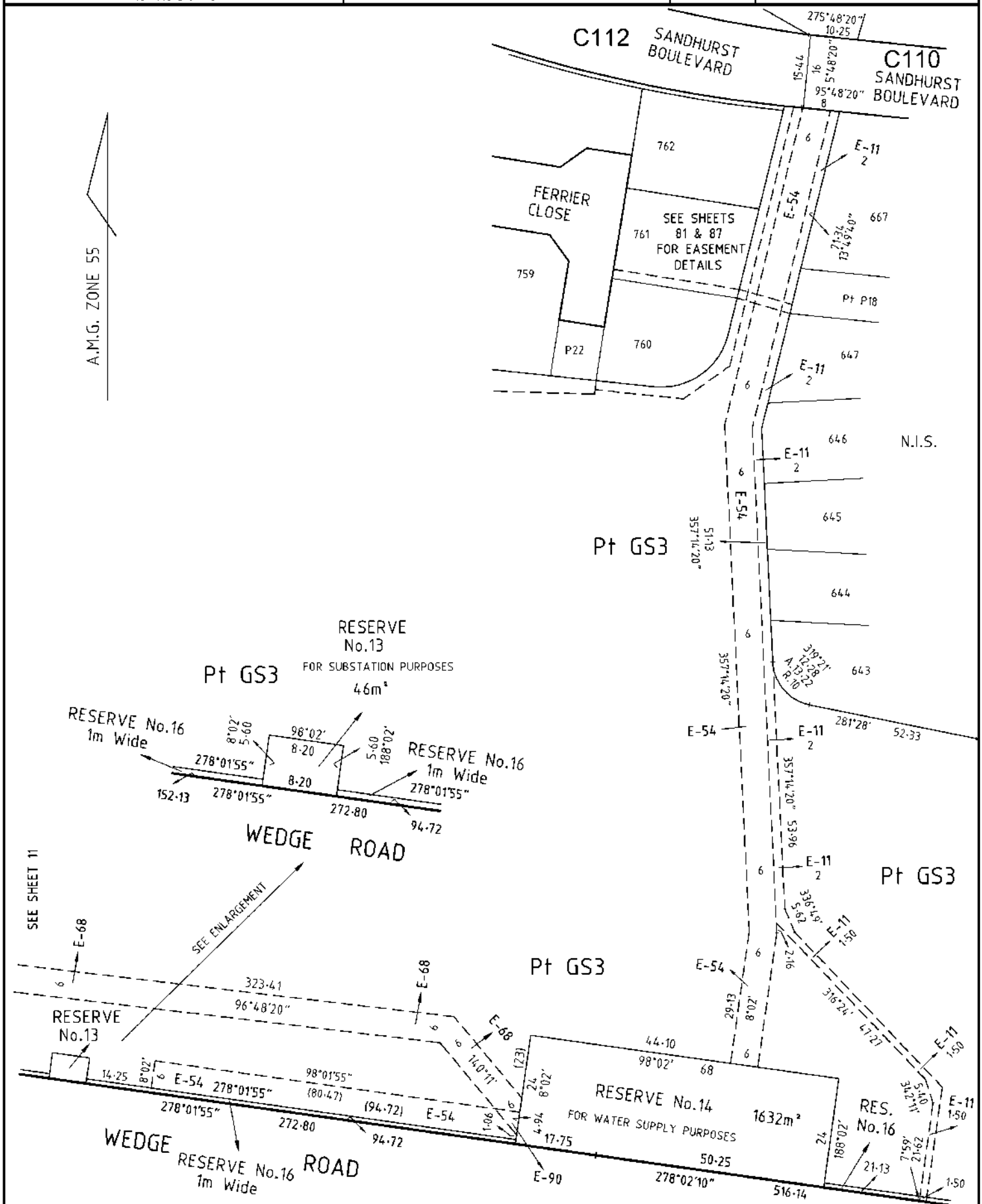
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

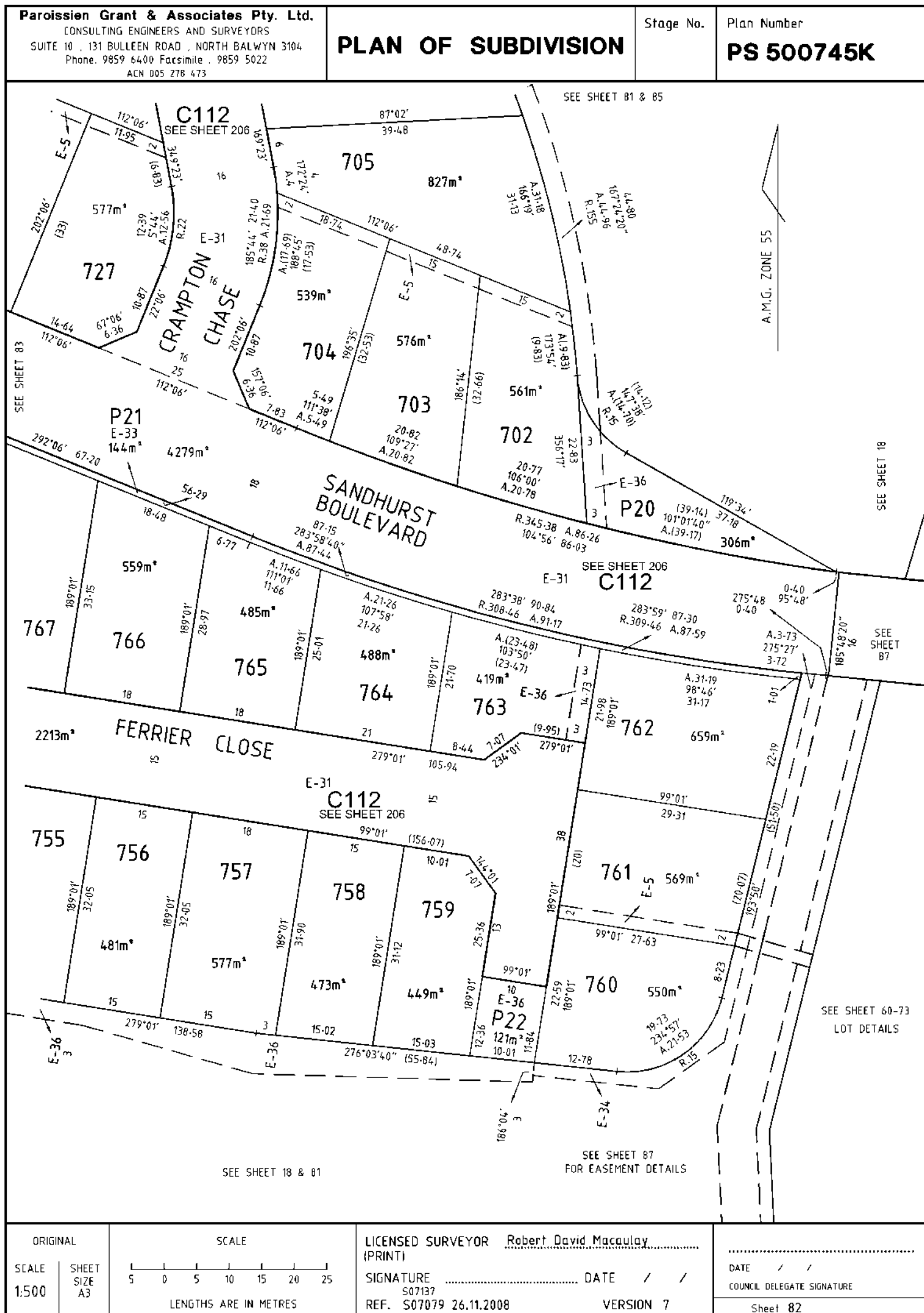
Plan Number

PS 500745K



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SCALE	SHEET			(PRINT)	SIGNATURE	DATE / /	DATE / /
1:750	SIZE A3	LENGTHS ARE IN METRES			S07079, S07137, S09143 S11002		COUNCIL DELEGATE SIGNATURE
				REF. S07017 13.07.2007	VERSION 2	Sheet 80 of Sheets	

ORIGINAL				LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT)		 DATE / /	
SCALE	SHEET SIZE	LENGTHS ARE IN METRES		SIGNATURE DATE / / S07137 S08092 S09068 REF. S07137 1.10.2008		COUNCIL DELEGATE SIGNATURE Sheet 81 of Sheets	
1:1250	A3			VERSION 6			



ORIGINAL		SCALE		LICENSED SURVEYOR Robert David Macaulay		DATE / /	
SCALE	SHEET SIZE A3			SIGNATURE		DATE / /	
1:500		LENGTHS ARE IN METRES		S07137		COUNCIL DELEGATE SIGNATURE	
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Sheet 82							

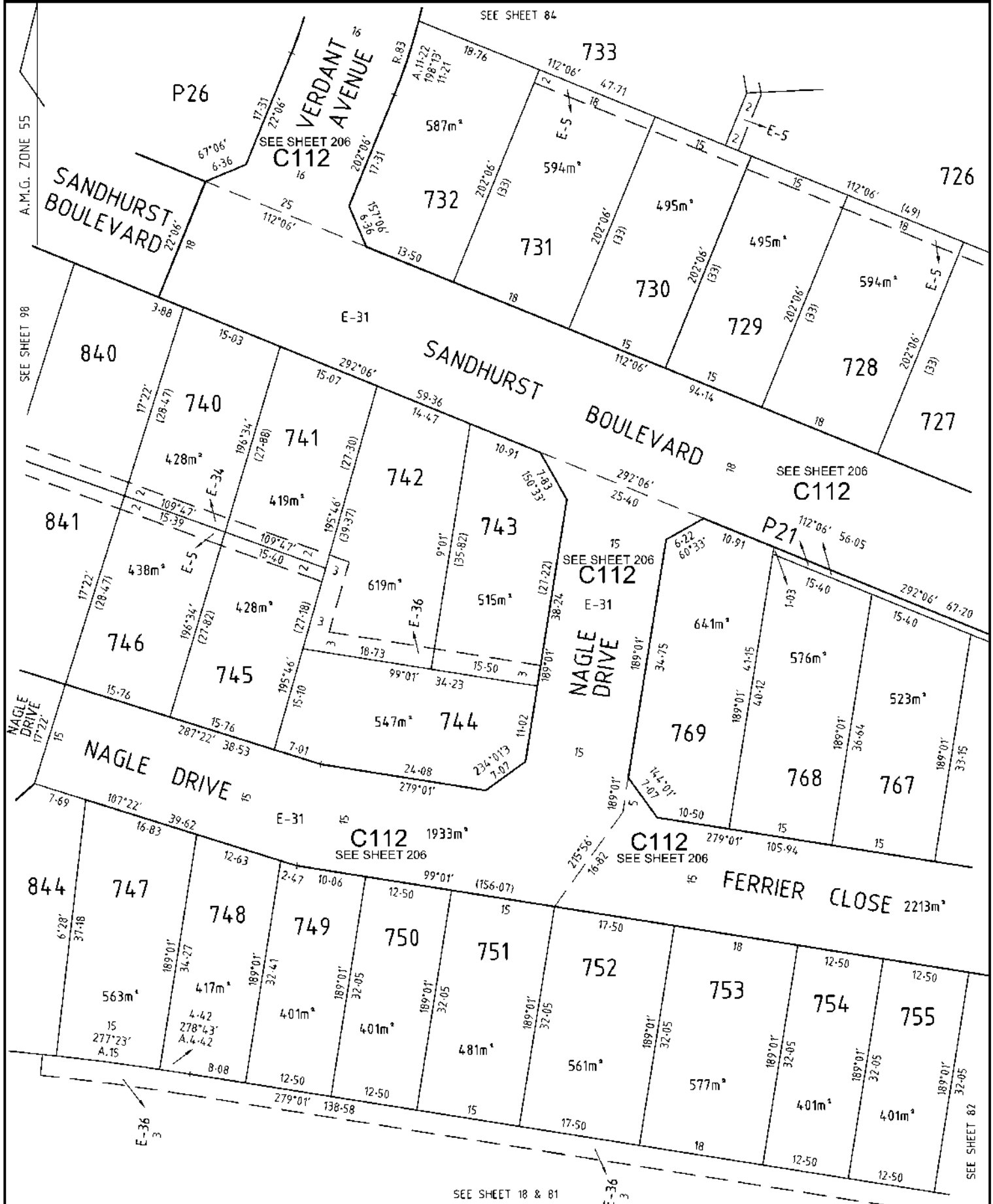
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SIGNATURE DATE / /
S07137 S08092 S09068
REF. S07079 26.11.2008 VERSION 7

DATE / /

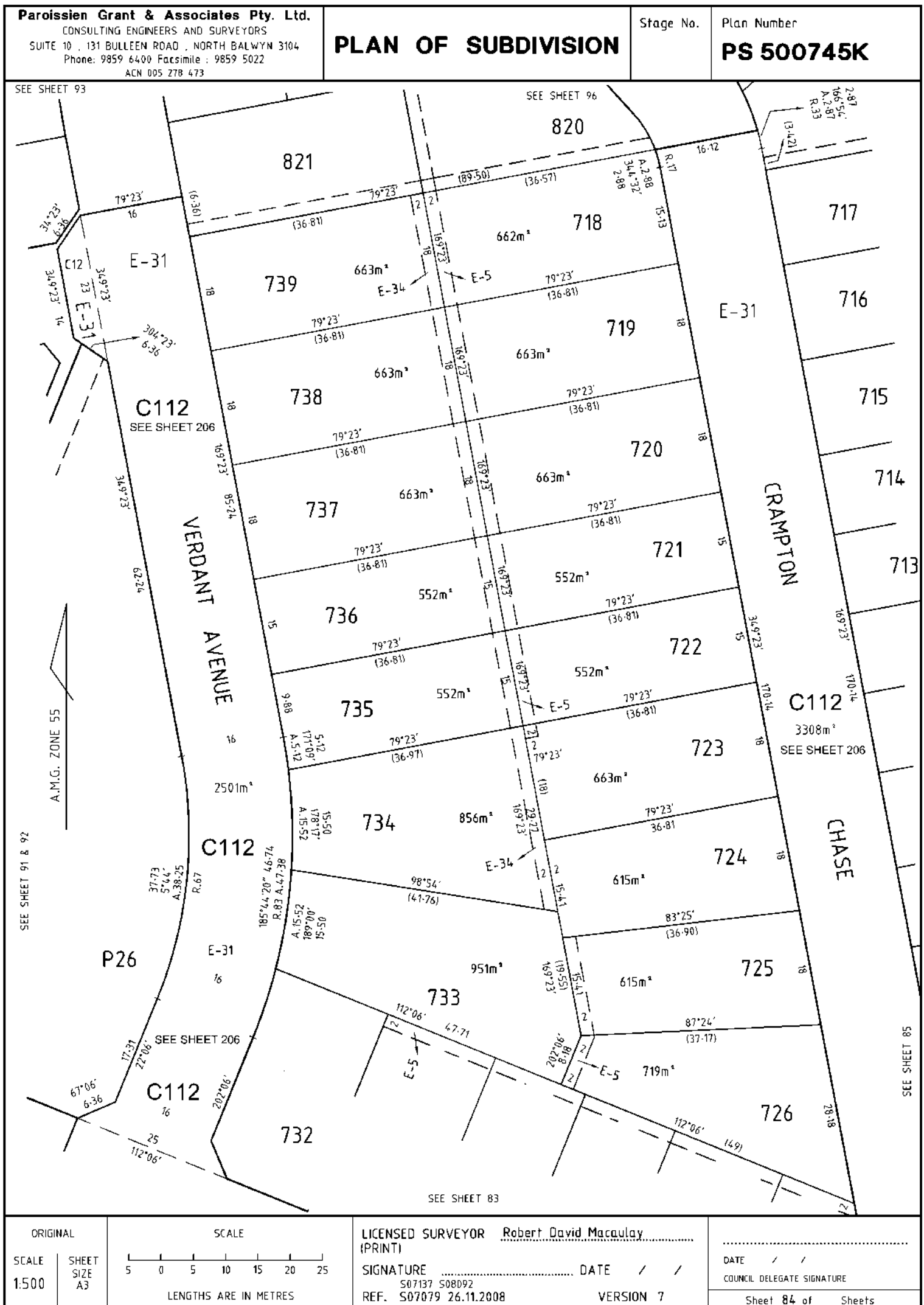
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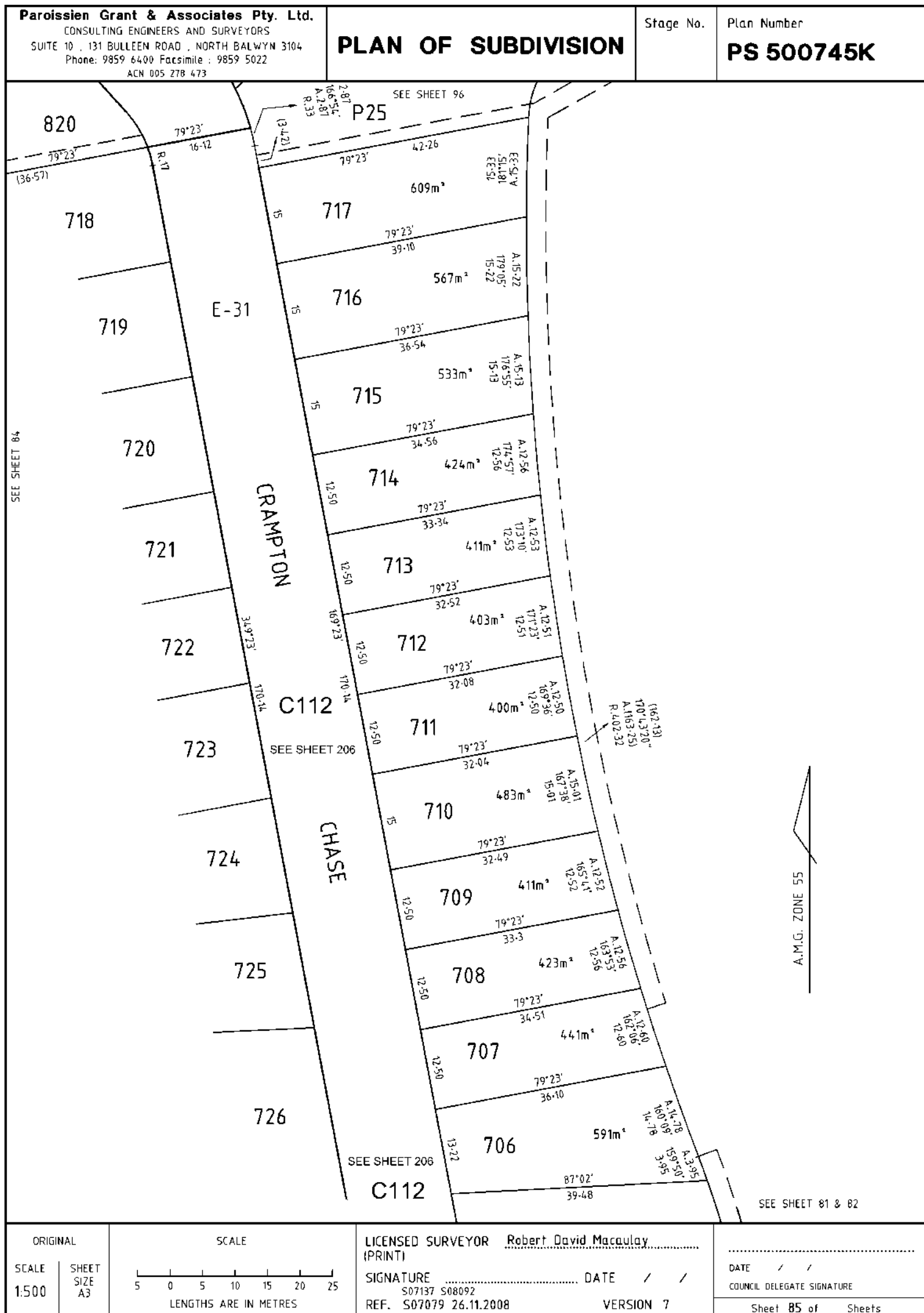
Sheet 83 of Sheets

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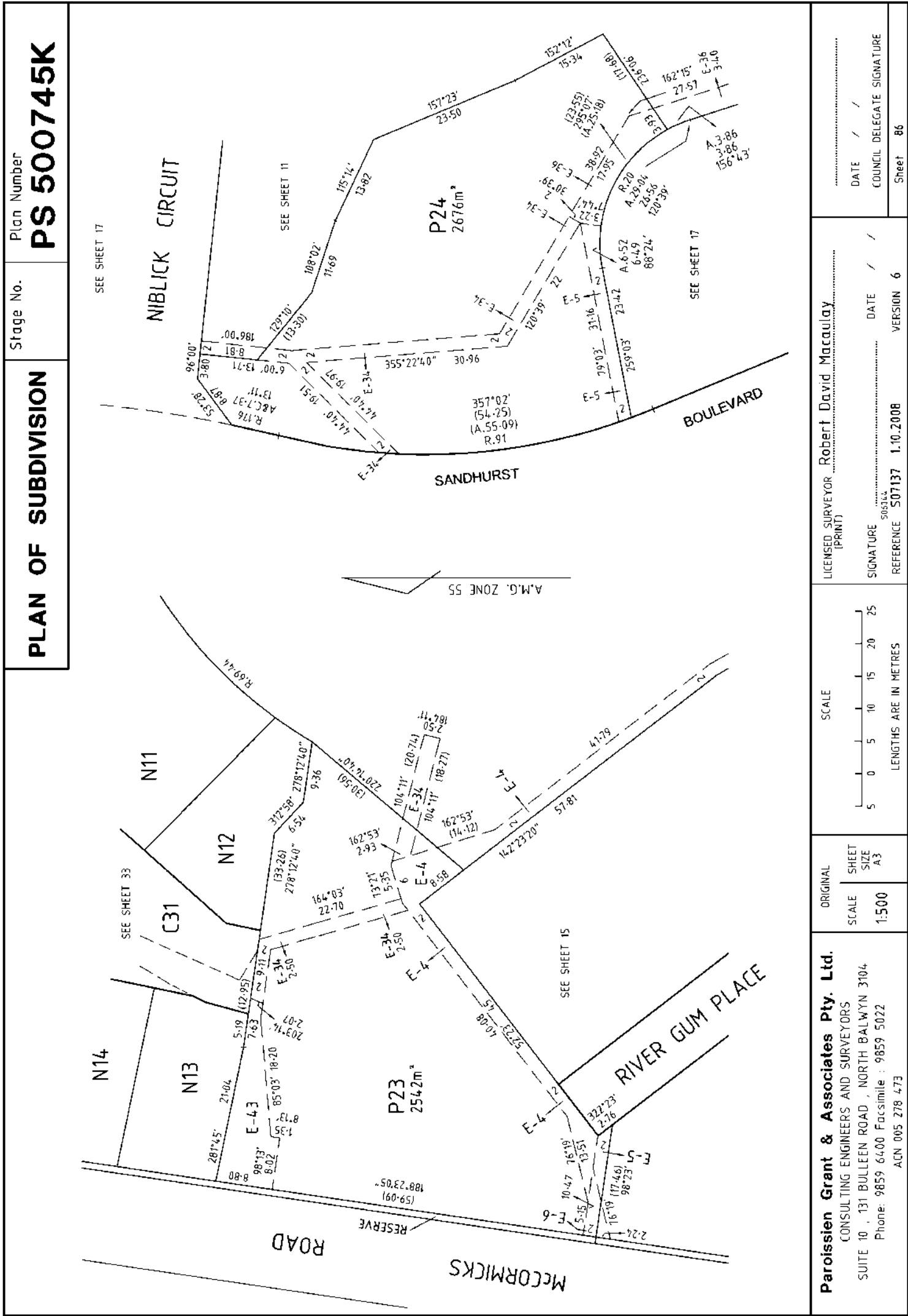
SHEET
SIZE
A3

5 0 5 10 15 20 25
LENGTHS ARE IN METRES





ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>			
SCALE	SHEET SIZE A3			(PRINT)			
1:500				SIGNATURE		DATE / /	
		LENGTHS ARE IN METRES		S07137 S08092			
				REF. S07079 26.11.2008		VERSION 7	
						DATE / /	
						COUNCIL DELEGATE SIGNATURE	
						Sheet 85 of Sheets	



SEE SHEET 17

NIBLICK CIRCUIT

P24
2676m²

SEE SHEET 11

SEE SHEET 17

BOULEVARD

SANDHURST

A.M.G. ZONE 55

SEE SHEET 33

N11

N12

C31

N14

N13

P23
2542m²

SEE SHEET 15

RIVER GUM PLACE

McCORMICKS ROAD

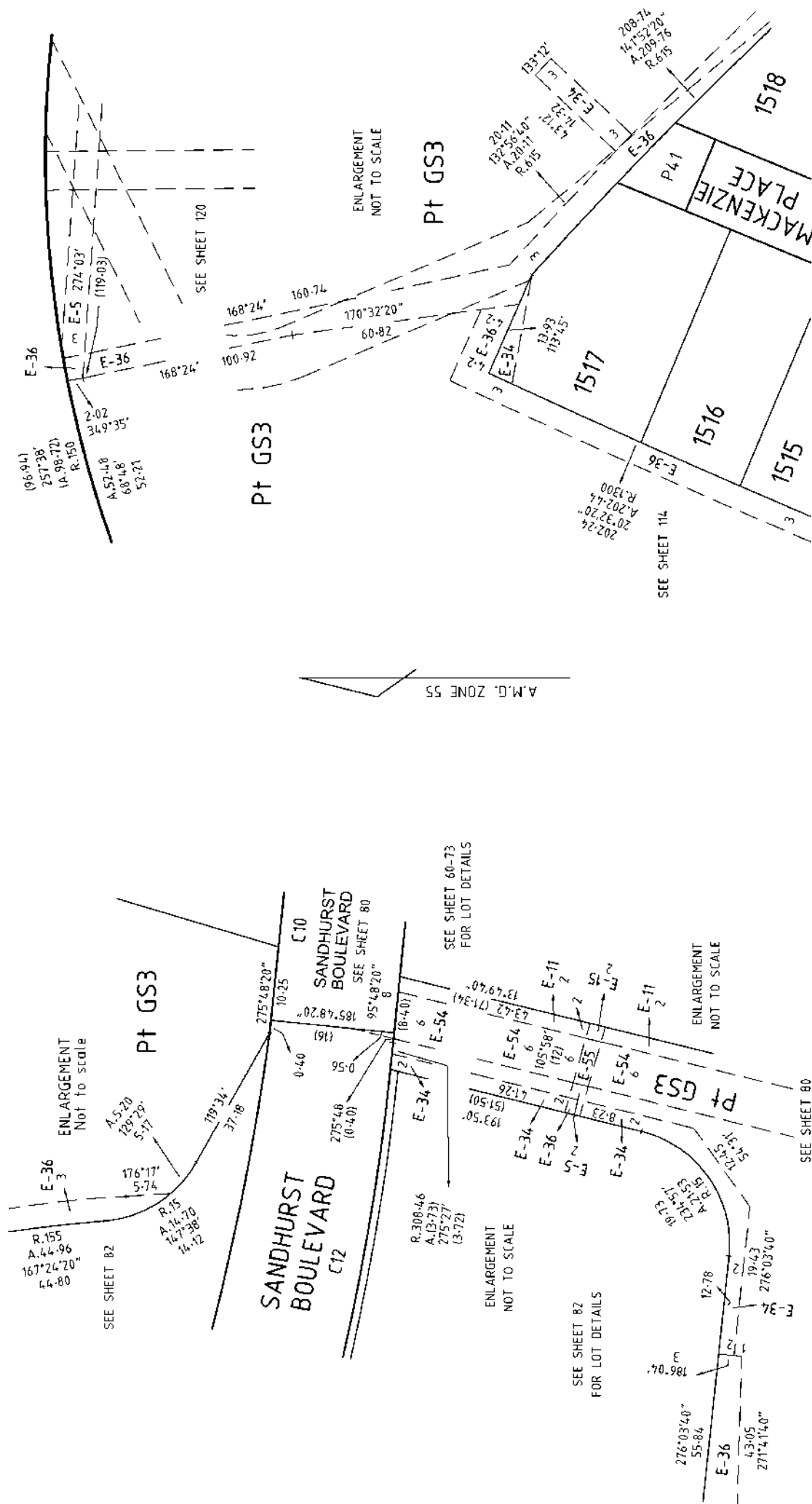
RESERVE

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104

Phone: 9859 6400 Facsimile : 9859 5022

ACN 005 278 473

LICENSED SURVEYOR Robert David Macaulay

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PRINT
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S11002

SIGNATURE

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REFERENCE 507127 1 10 2009 VERSION 4

REFERENCE	S07137	1.10.2008
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DATE / /

COLINISI DELEGATE SIGNATURE

Sheet 87 Sheets

SCALE

N.I.S.

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET

N.I.S.

0mm

051

30

1

1	
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111

199

98

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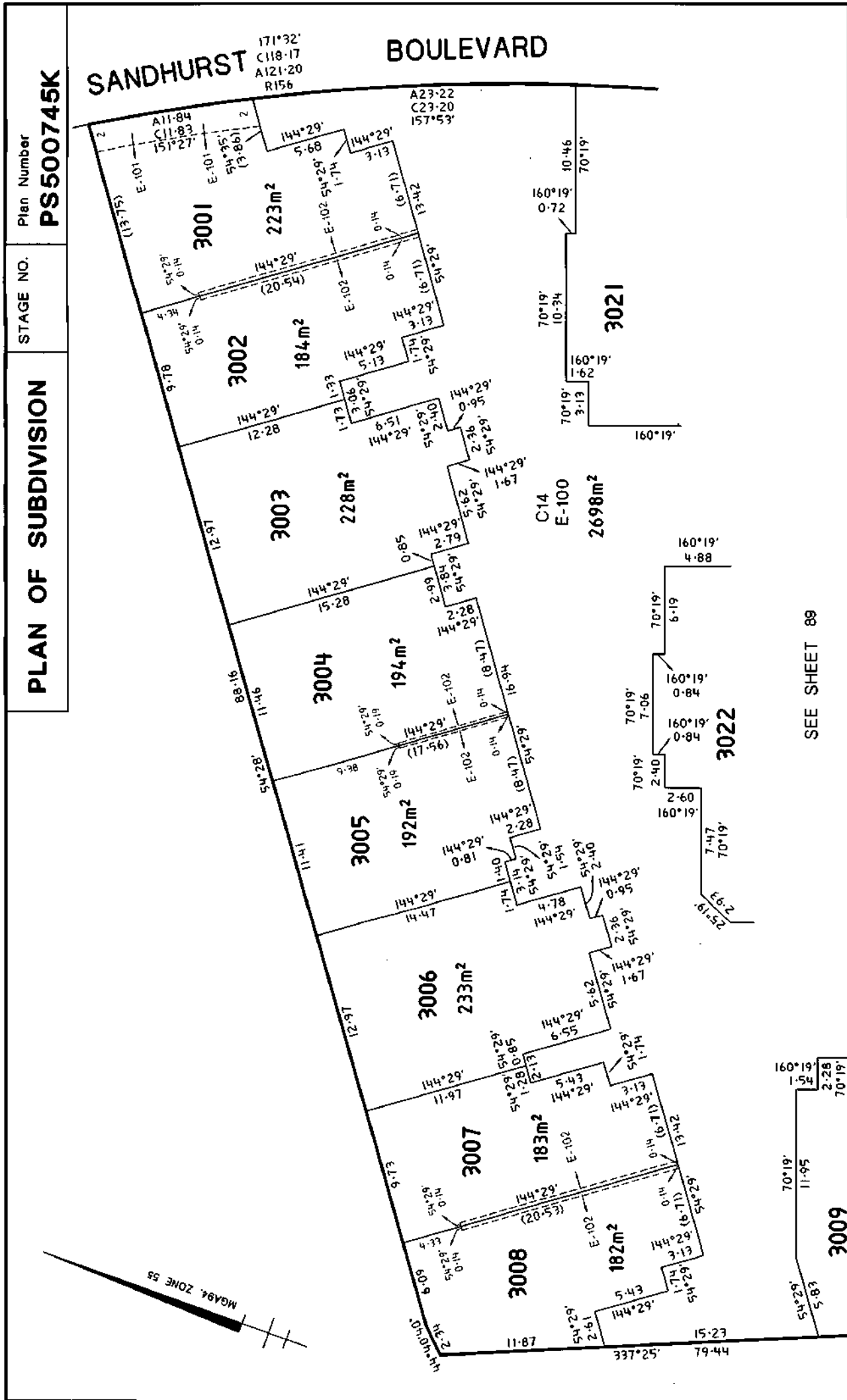
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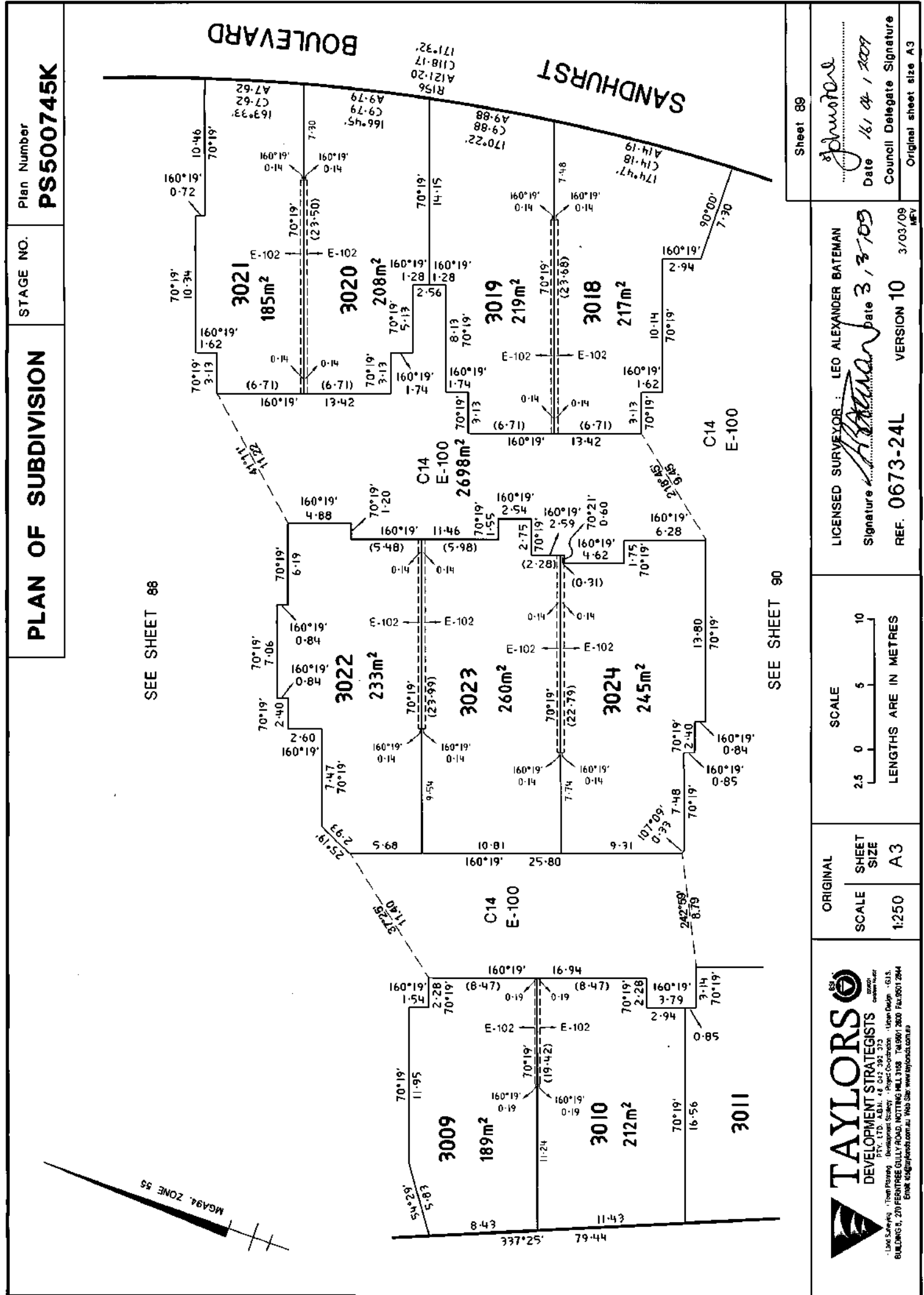
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4



PLAN OF SUBDIVISION	STAGE NO.	Plan Number PS500745K
SEE SHEET 89		
TAYLORS DEVELOPMENT STRATEGISTS Land Surveying, Town Planning, Development Strategy, Project Co-ordination, Urban Design, G.I.S. BUILDING & 270 FERRIER GULLY ROAD, NOTTING HILL 3168 Tel: 8501 2800 Fax: 5561 2844 Email: info@taylors.com.au Web Site: www.taylors.com.au	ORIGINAL SCALE 1:250	SHEET SIZE A3
	SCALE 2.5 0 5 10 LENGTHS ARE IN METRES	
LICENSED SURVEYOR Signature: <i>Leo Alexander Bateman</i> Date: 3/3/09	LEO ALEXANDER BATEMAN Date: 3/3/09	
REF. 0673-24L	VERSION 10	3/03/09
Council Delegate Signature		
Original sheet size A3		

Sheet 88



ORIGINAL

SCALE 1:250

SHEET SIZE A3

SCALE

2.5 0 5 10

LENGTHS ARE IN METRES

LICENSED SURVEYOR: LEO ALEXANDER BATEMAN

Signature: *Leo Bateman* **Date:** 3/3/09

REF: 0673-24L **VERSION:** 10

TAYLORS

DEVELOPMENT STRATEGISTS

PTY. LTD. A.B.N. 48 042 382 373

Land Surveying, Town Planning, Development Strategy, Project Coordination, Urban Design - G.S.

BUILDING 5, 270 FERNTREE GULLY ROAD, NOTTING HILL 3108 TEL: (08) 2600 744 FAX: (08) 2601 2844

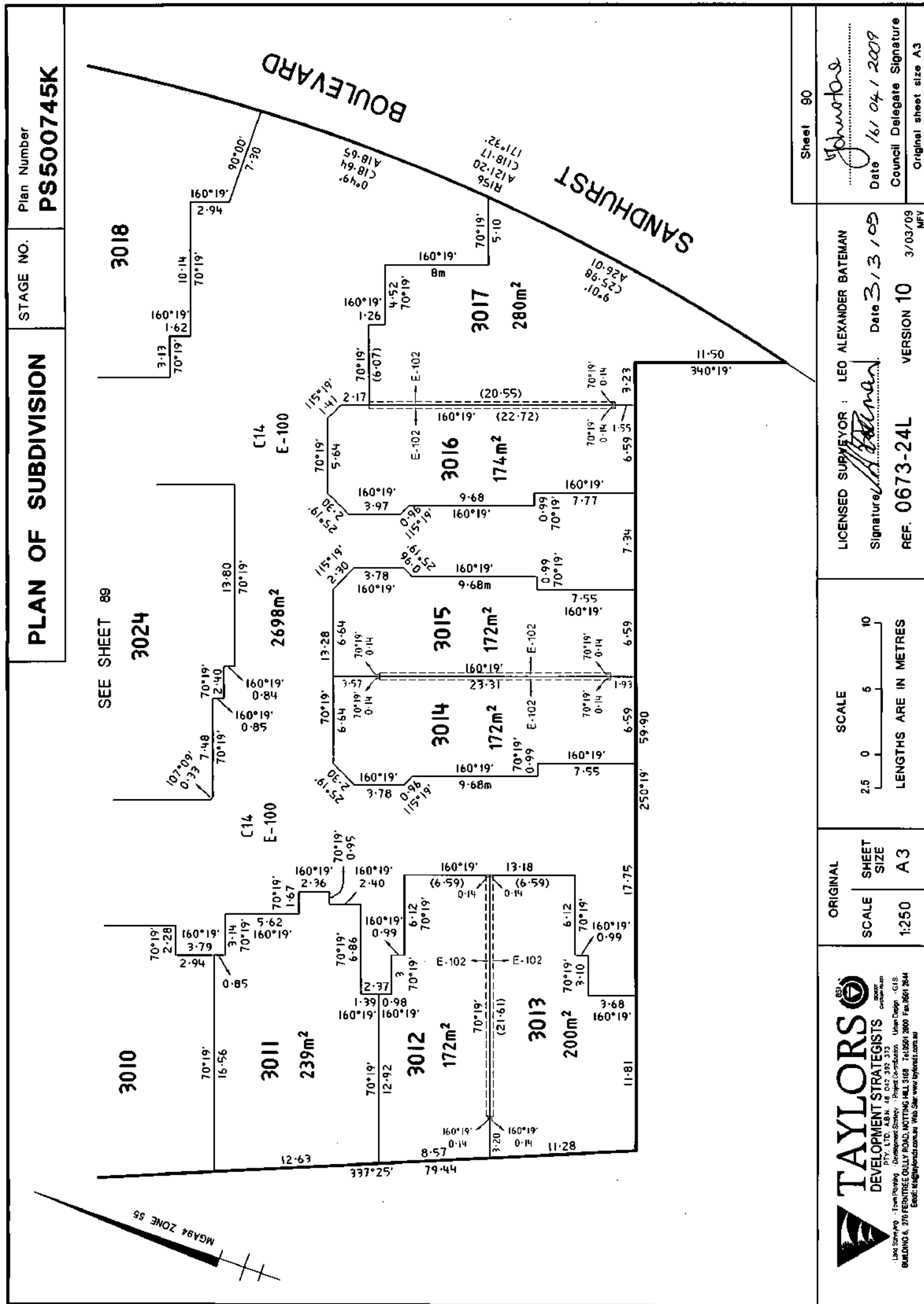
Email: info@taylorssd.com.au Web Site: www.taylorssd.com.au

Sheet 89

Signature: *Johnstone* **Date:** 16/04/2009

Council Delegate Signature

Original sheet size A3



TAYLORS
DEVELOPMENT STRATEGISTS

PTV LTD. A.B.N. 48 042 392 373
Level 3, 270 Fernside Drive, Mordialloc, VIC 3195
BULWINGA, 270 FERNSIDE DRIVE, MORDIALLOC, VIC 3195
Email: info@taylorssd.com.au Web: www.taylorssd.com.au

ORIGINAL	SHEET SIZE
SCALE	A3
1:250	

SCALE	LENGTHS ARE IN METRES
2.5 0 5 10	

LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Signature: *Leo Bateman* Date 3/3/09

REF. 0673-24L VERSION 10 3/03/09

Date 16/04/2009

Council Delegate Signature

Original sheet size A3

SEE SHEET 97

A.M.G. ZONE 55

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 500745K

The plan shows a section of Sandhurst Boulevard running diagonally from the bottom-left towards the top-right. Along this boulevard are several lots numbered 822 through 840. To the left of the boulevard, there is a smaller area containing Penley Lane and lots 823 and 822. A road named Verdant Avenue runs horizontally across the top of the plan. A small road named Wirra Walk branches off from Sandhurst Boulevard near lot 822. Various survey measurements are provided, including bearings (e.g., 292°06', 112°06') and distances (e.g., 76.70m, 143.53m). The plan also includes references to other sheets: 'SEE SHEET 97' at the bottom left, 'SEE SHEET 98' at the bottom right, and 'SEE SHEET 92' near the top center. A north arrow is located in the top right corner.

ORIGINAL

SCALE

SHEET SIZE

1:500

A3

SCALE

LENGTHS ARE IN METRES

5 0 5 10 15 20 25

5 0 5 10 15 20 25

LICENSED SURVEYOR
(PRINT)

ROBERT DAVID MACAULAY

SIGNATURE

DATE / /

REFERENCE S08092 14.04.2010

VERSION 8

COUNCIL DELEGATE SIGNATURE

DATE / /

Sheet 91

Sheets

P26

VERDANT AVENUE

SANDHURST BOULEVARD

WIRRA WALK

PENLEY LANE

823

822

834

835

836

837

838

839

840

770

C115
SEE SHEET 220

SEE SHEET 92

SEE SHEET 98

Plan of Subdivision PS 500745K

Verdant Avenue

Wipra Walk

C113

Penley

Sandhurst

Boulevard Pt C15

Killara

1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284

Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

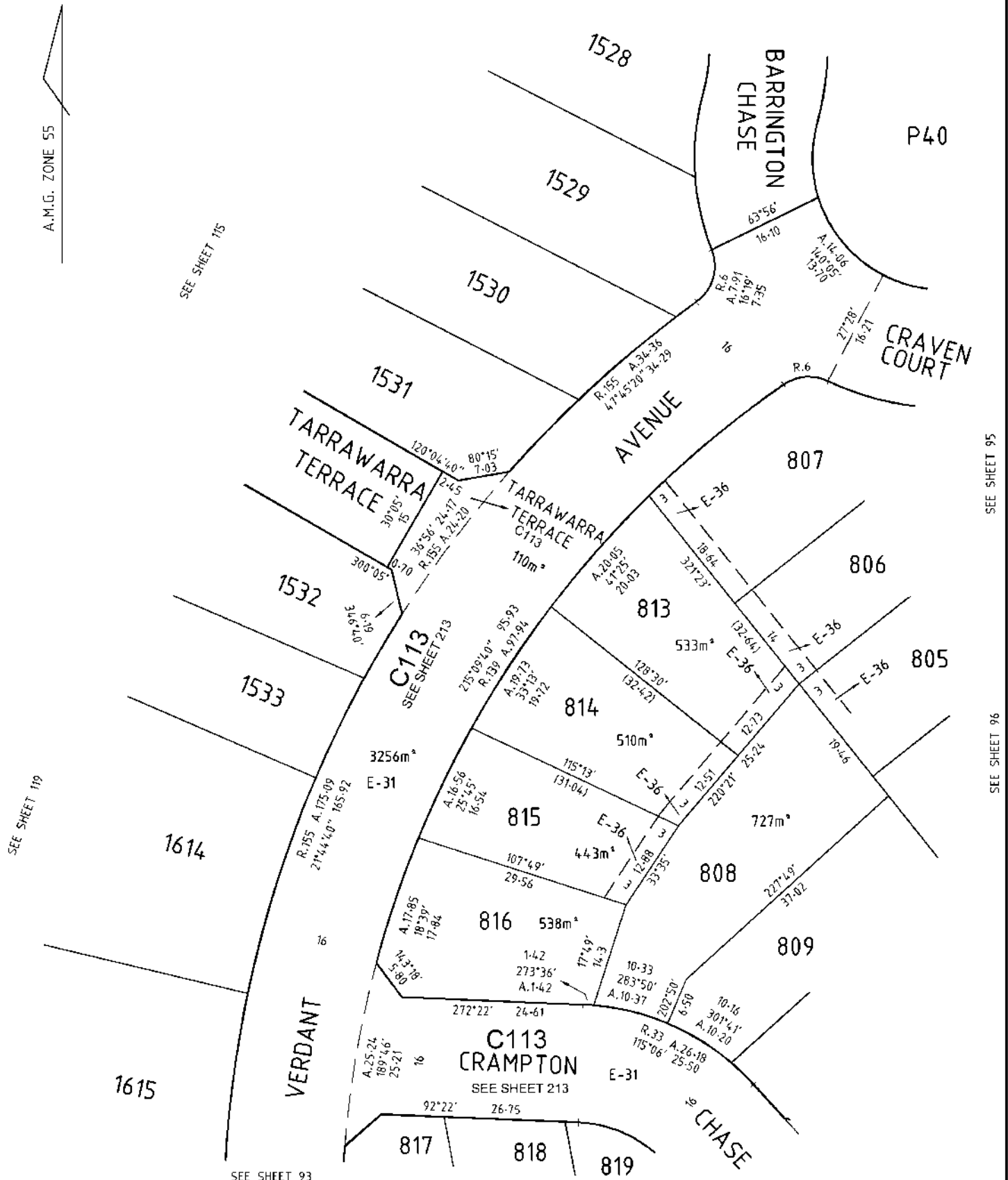
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

SEE SHEET 116



SEE SHEET 119

SEE SHEET 115

SEE SHEET 95

SEE SHEET 96

SEE SHEET 93

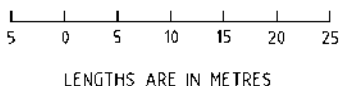
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SCALE

SCALE

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SHEET
SIZE
A3



LICENSED SURVEYOR ROBERT DAVID MACAULAY
(PRINT)

SIGNATURE _____ DATE / /

S09068 S09095 S09157 S10025 S10026 S10027 S10028

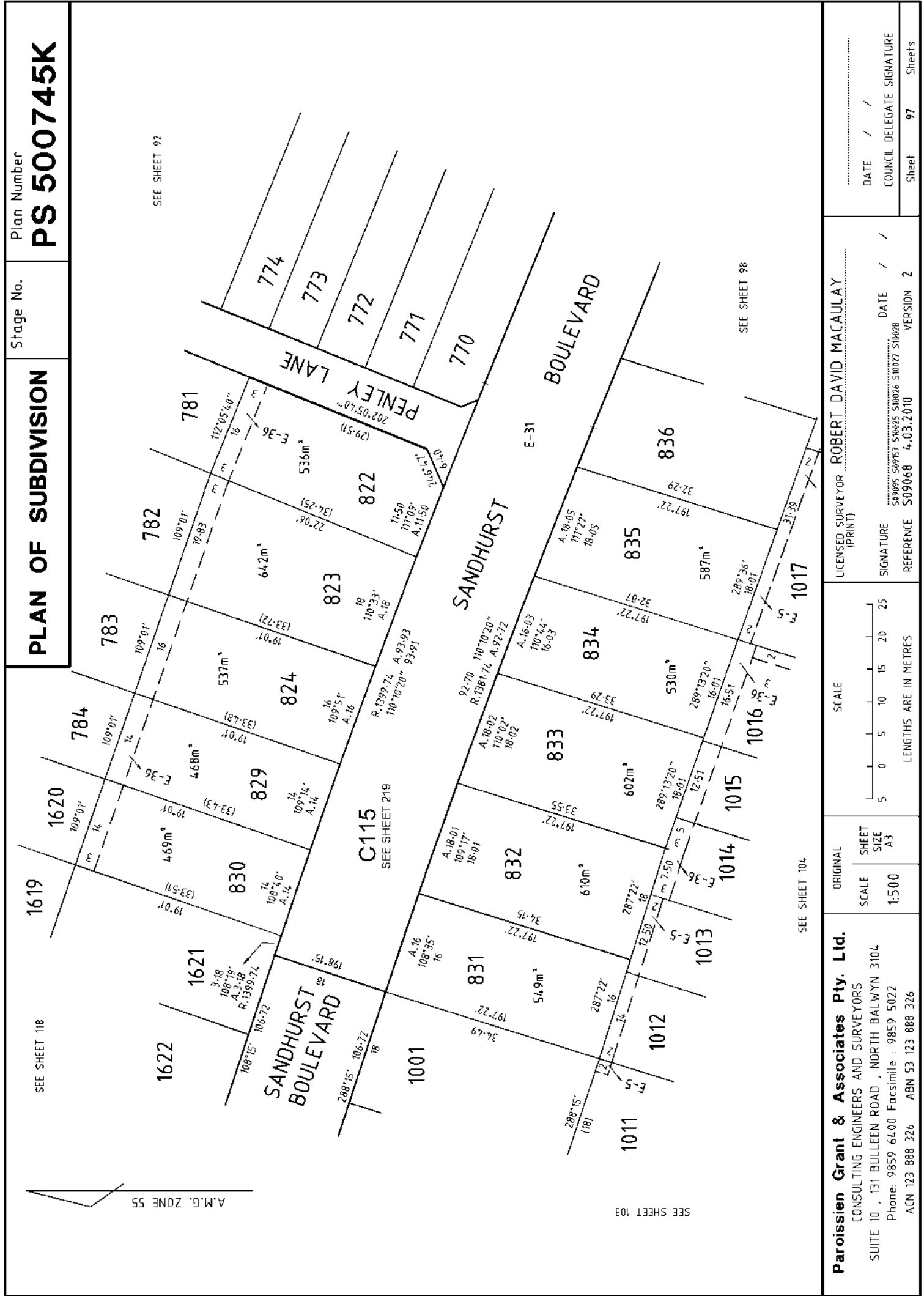
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VERSION 8

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 94 of Sheets



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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROBERT DAVID MACAULAY

SIGNATURE DATE / /

REFERENCE S09068 4.03.2010 VERSION 2

S09095 S09157 S10025 S10026 S10027 S10028

COUNCIL DELEGATE SIGNATURE

SHEET 97 SHEETS

Parioisien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 731 BULLEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

SEE SHEET 118

PLAN OF SUBDIVISION

Stage No.

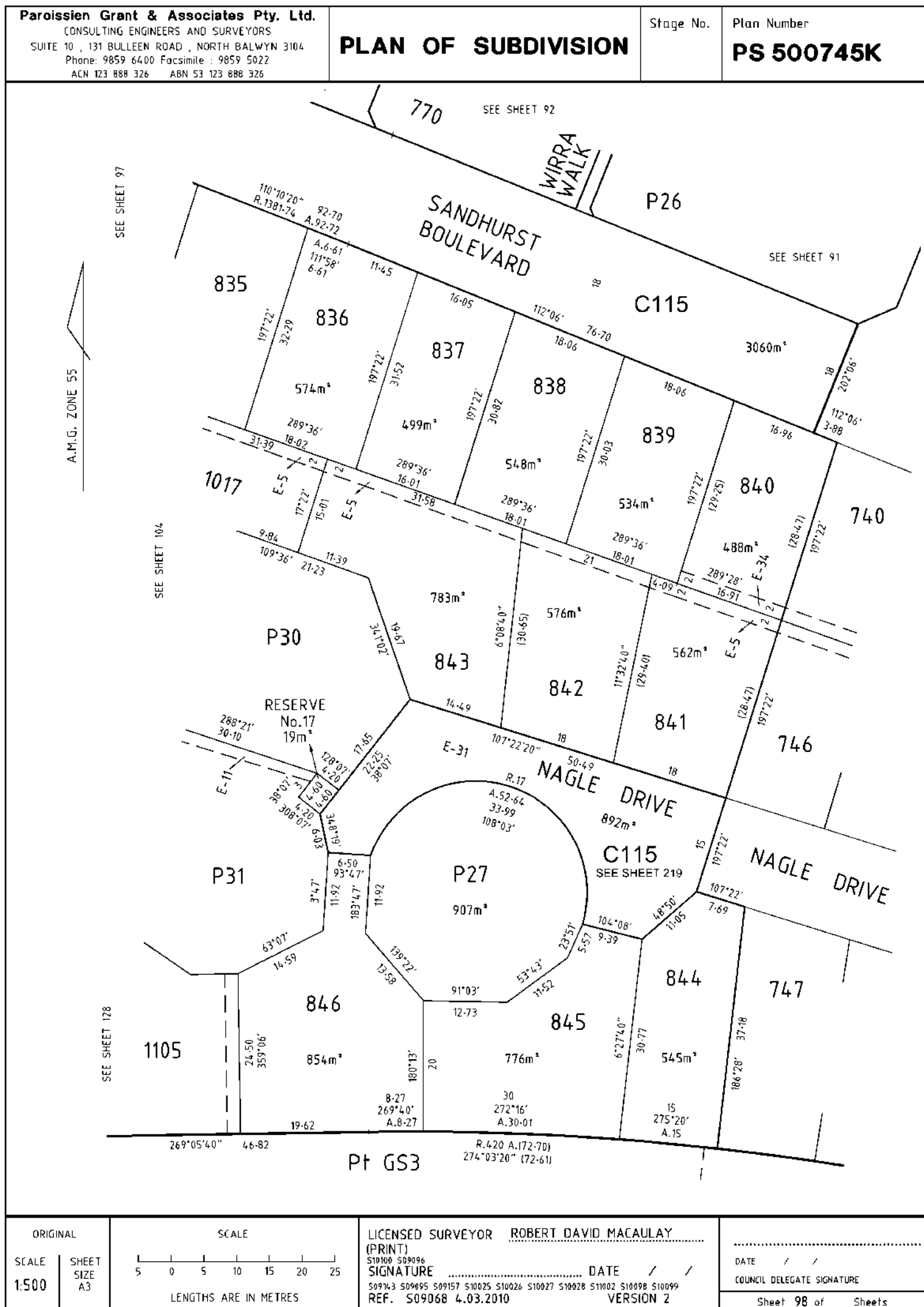
Plan Number
PS 500745K

SEE SHEET 103

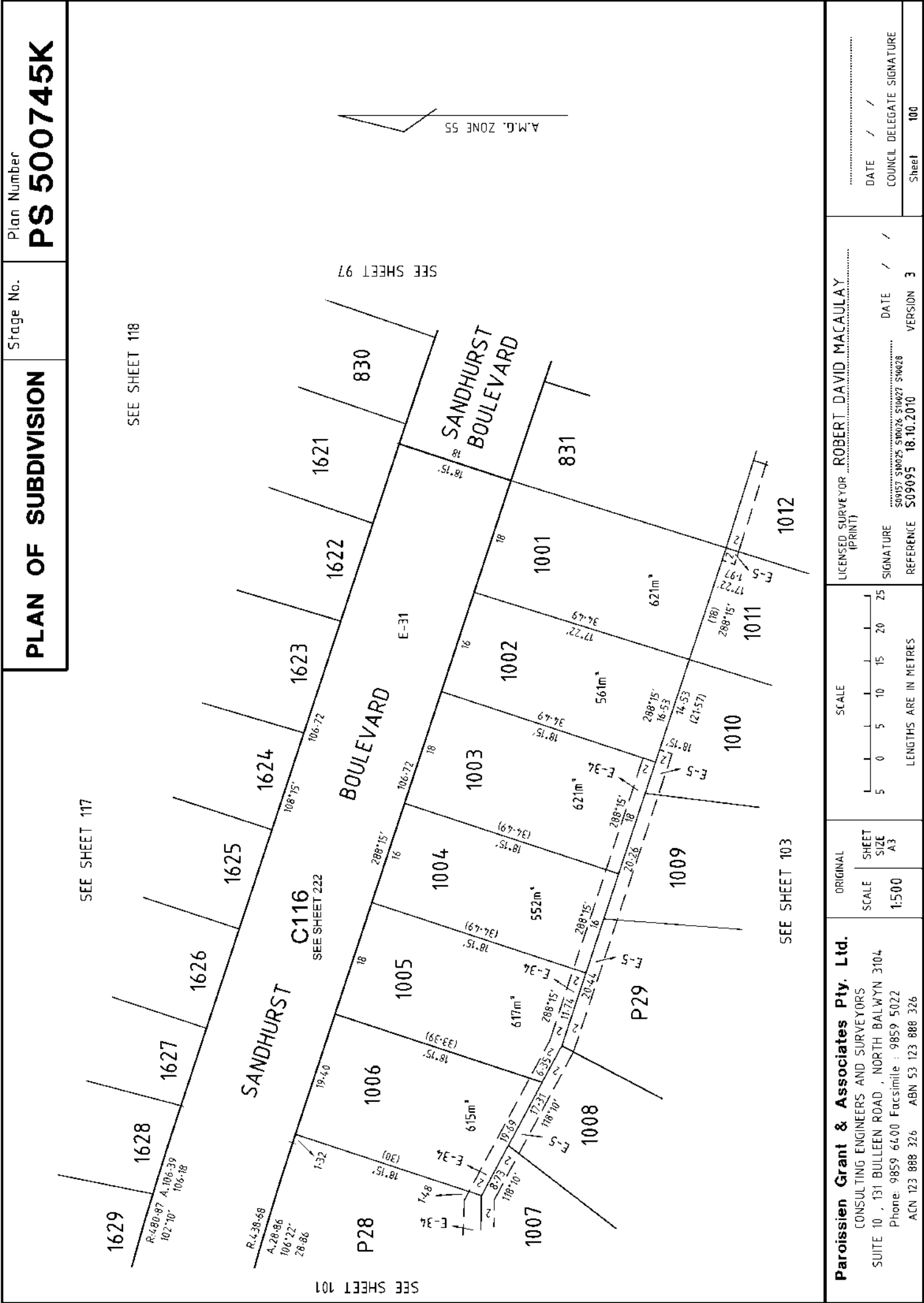
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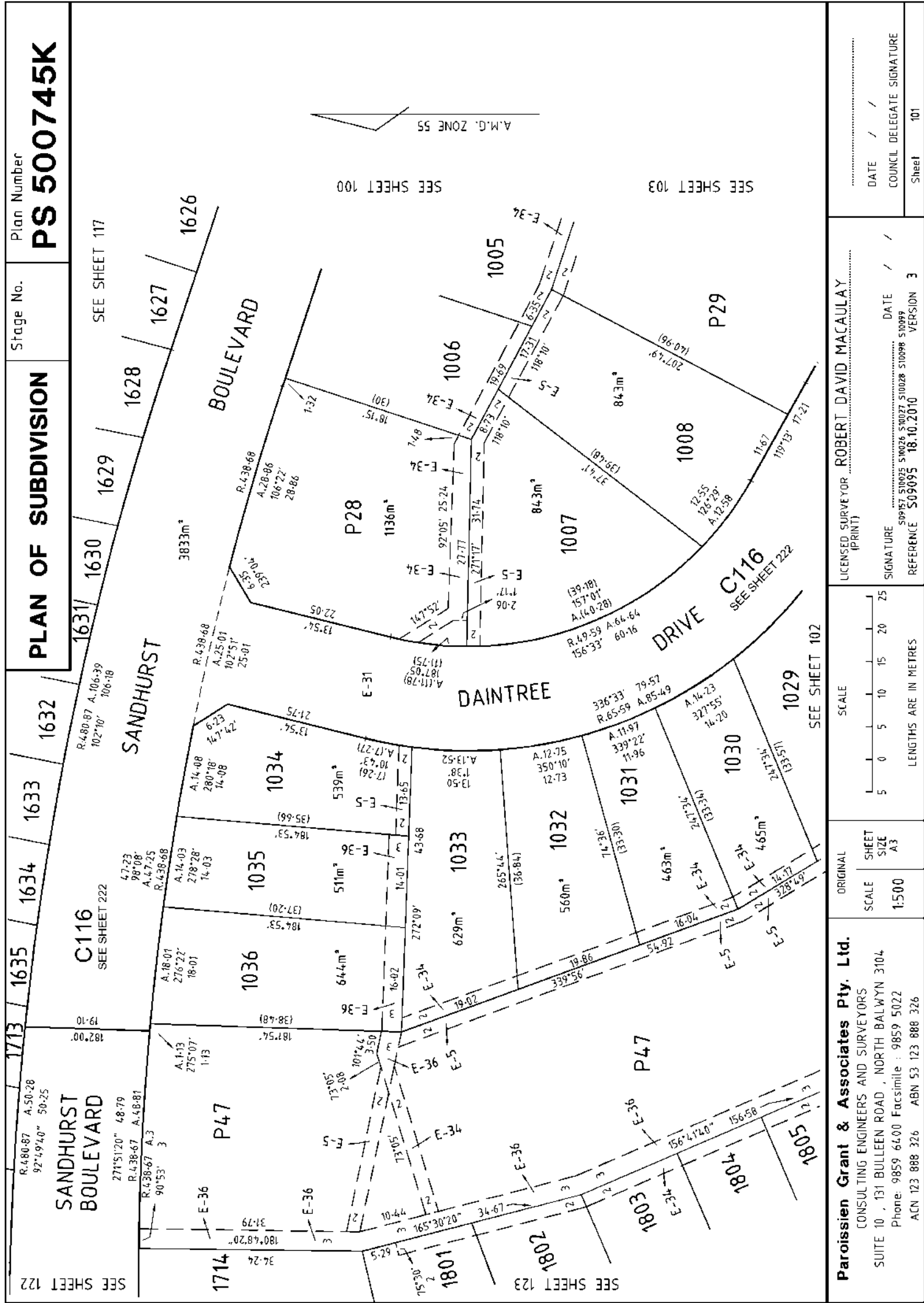
SEE SHEET 98

SEE SHEET 92



Sheet 99





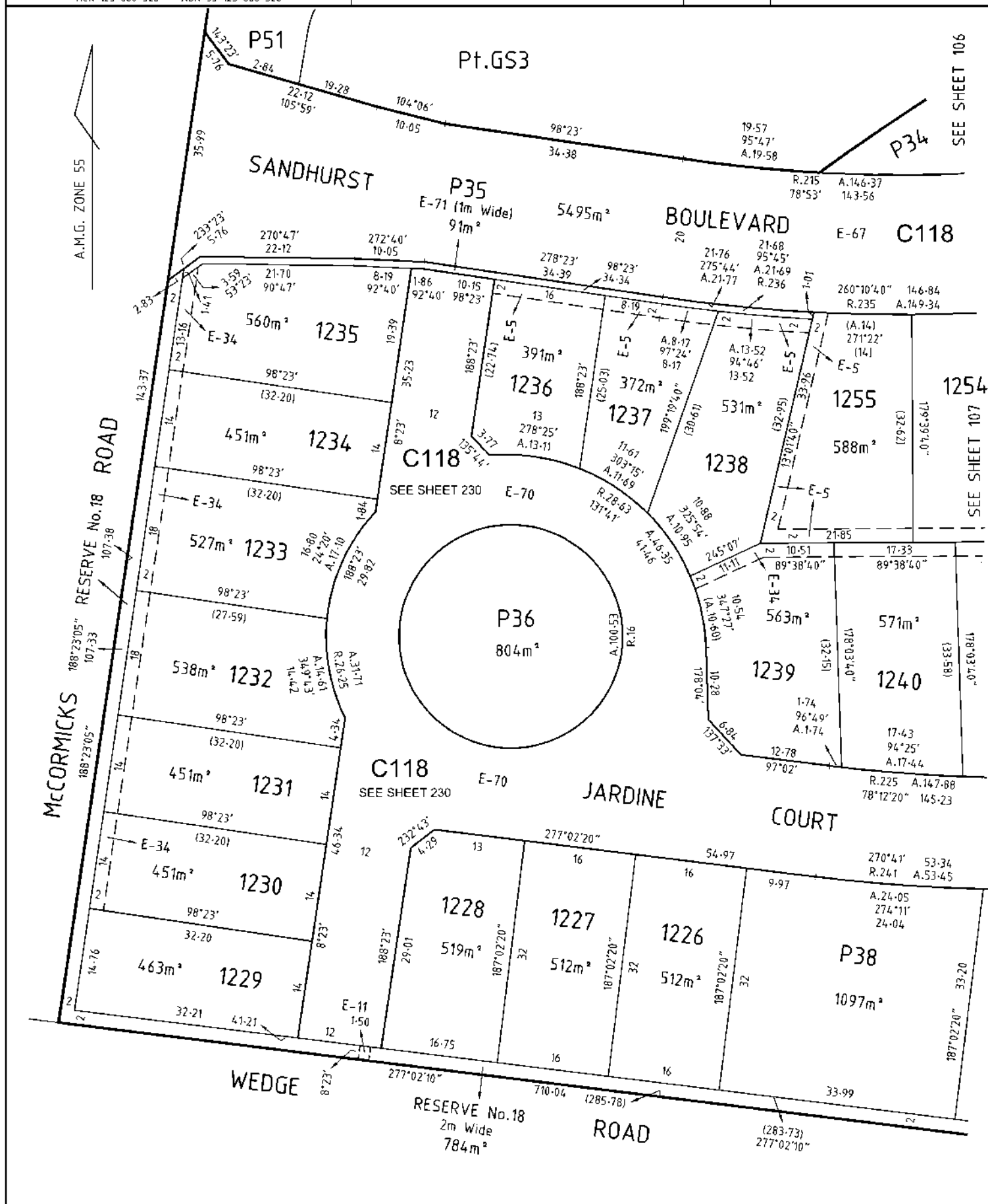
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CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
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ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



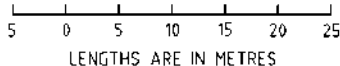
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SCALE

1:500

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR
(PRINT)

SIGNATURE

S11882

REF. S09157 28.03.2011

VERSION 7

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 105

Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104

Phone: 9859 6400 Facsimile: 9859 5022

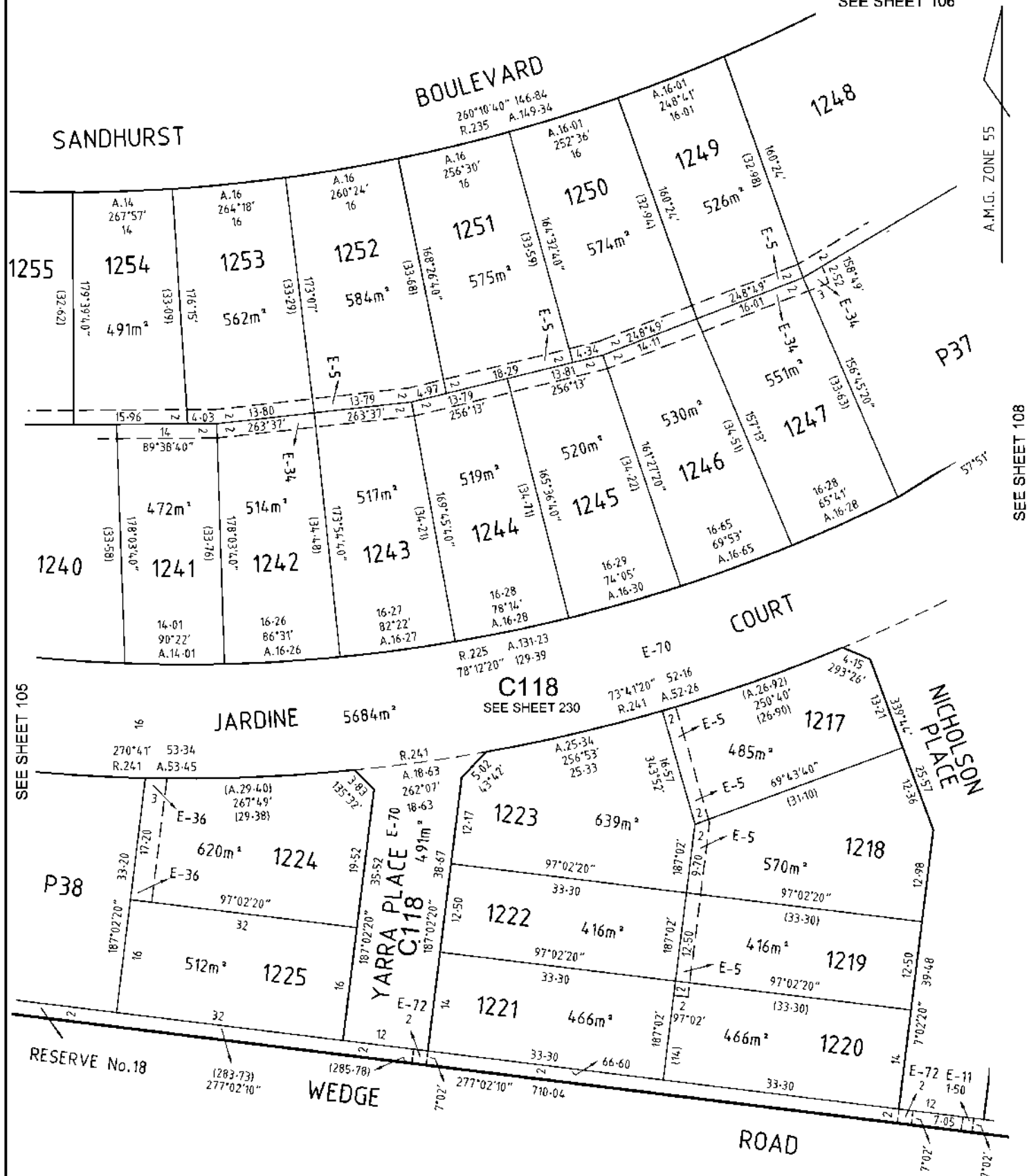
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PLAN OF SUBDIVISION

Plan Number

PS 500745K

SEE SHEET 106



SEE SHEET 106

SEE SHEET 108

ORIGINAL

SCALE

1:500

SHEET
SIZE
A3

SCALE

5 0 5 10 15 20 25

LENGTHS ARE IN METRES

LICENSED SURVEYOR
(PRINT)

SIGNATURE

REF. S09157 28.03.2011

VERSION 7

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 107

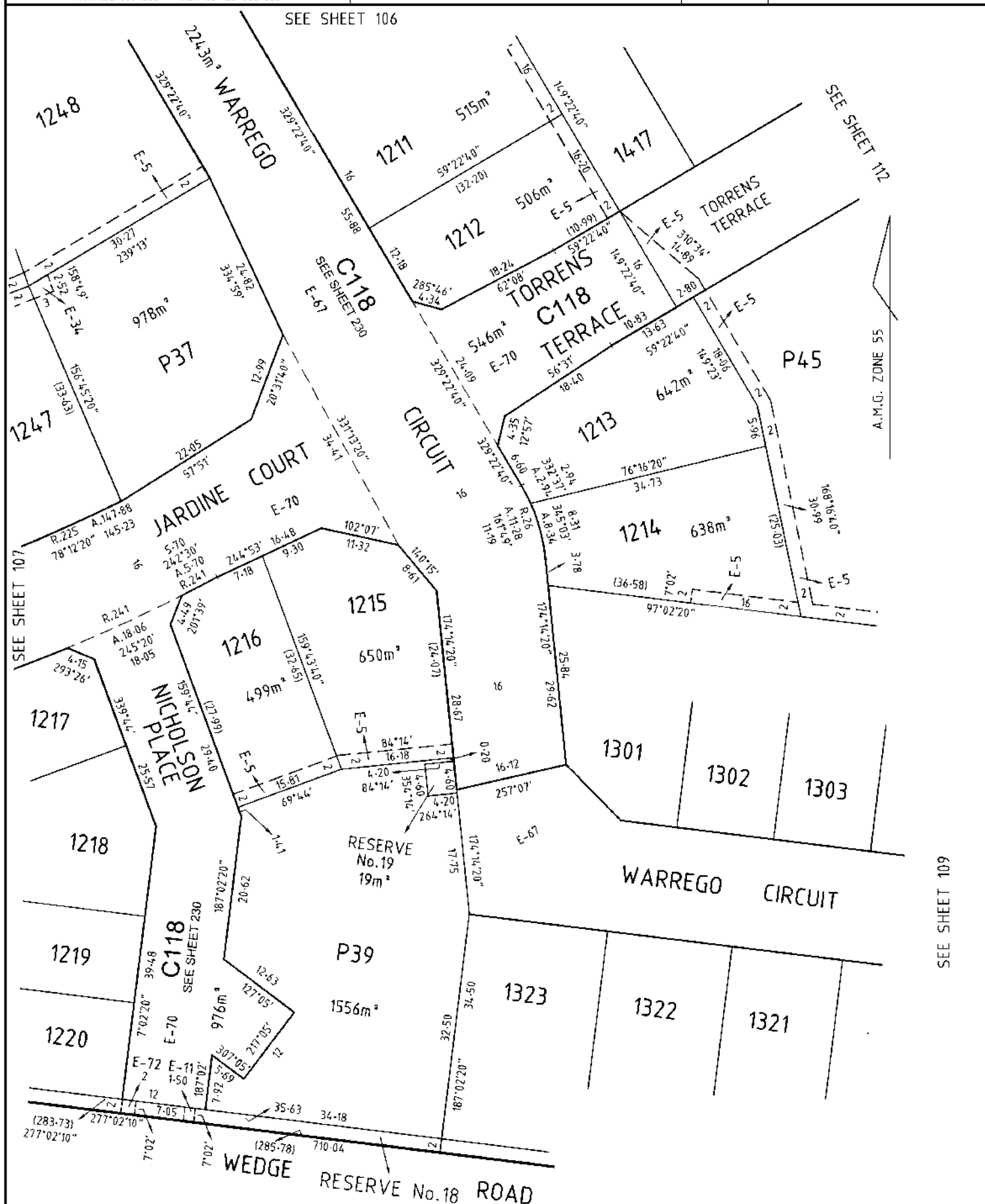
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

LICENSED SURVEYOR
(PRINT)

SCALE

SHEET
SIZE

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SIGNATURE

S10025 S10026
REF. S09157 28.03.2011

VERSION 7

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 108

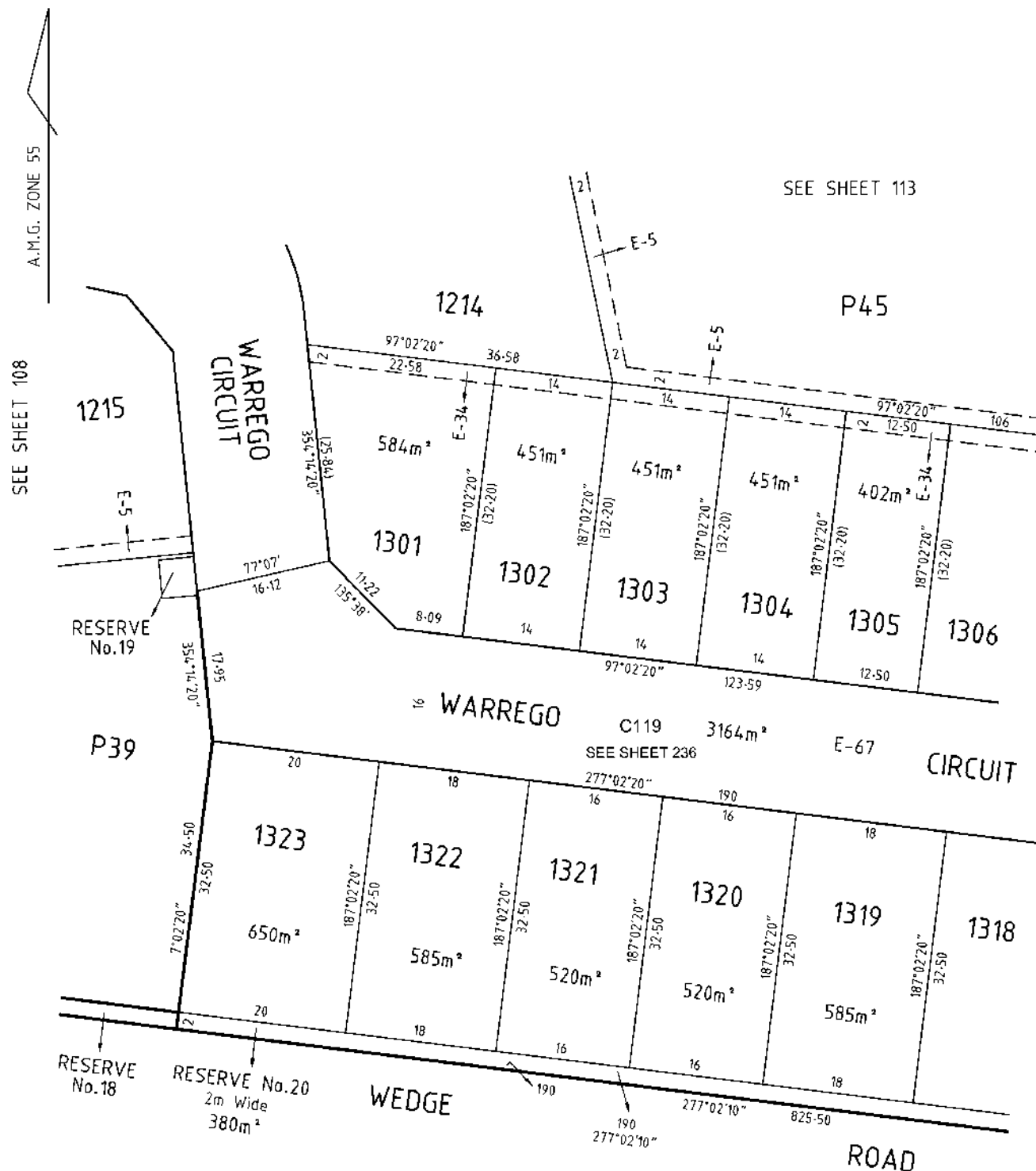
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

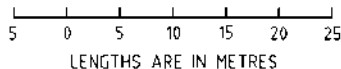


ORIGINAL

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SIZE
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SCALE



LICENSED SURVEYOR **ROBERT DAVID MACAULAY**
(PRINT)

SIGNATURE
S10026
REF. S10025 28.10.2010

VERSION 3

DATE

COUNCIL DELEGATE SIGNATURE

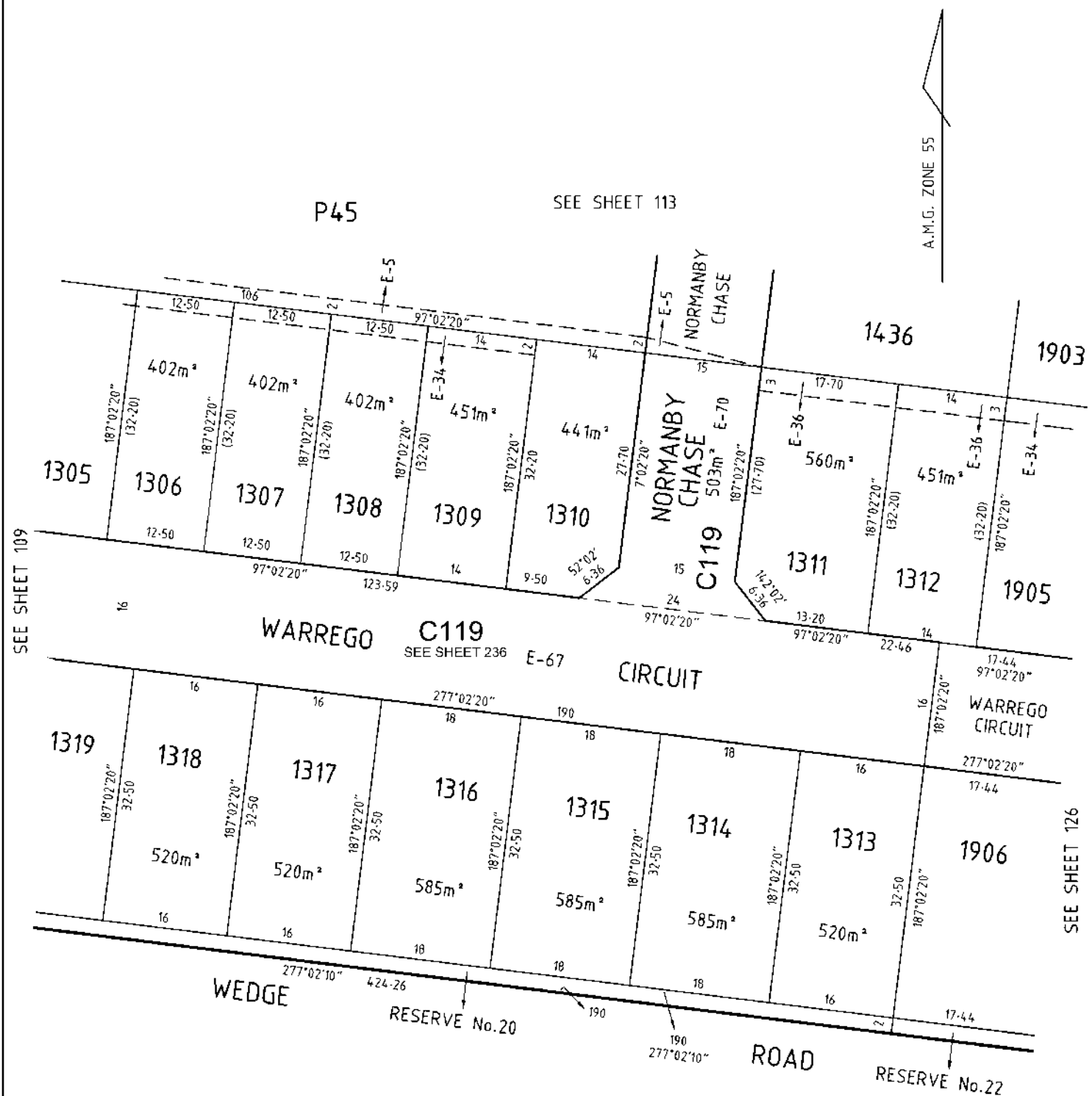
Sheet 109

Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

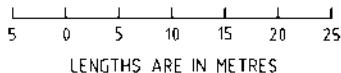
PS 500745K

ORIGINAL

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SHEET
SIZE
A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR ~~ROBERT DAVID MACAULAY~~

SIGNATURE

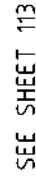
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REF. S10025 28.10.2010

VERSION 3

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 110



REFERENCE	VERSION	4
S10026	28.10.2010	

Sheet 112

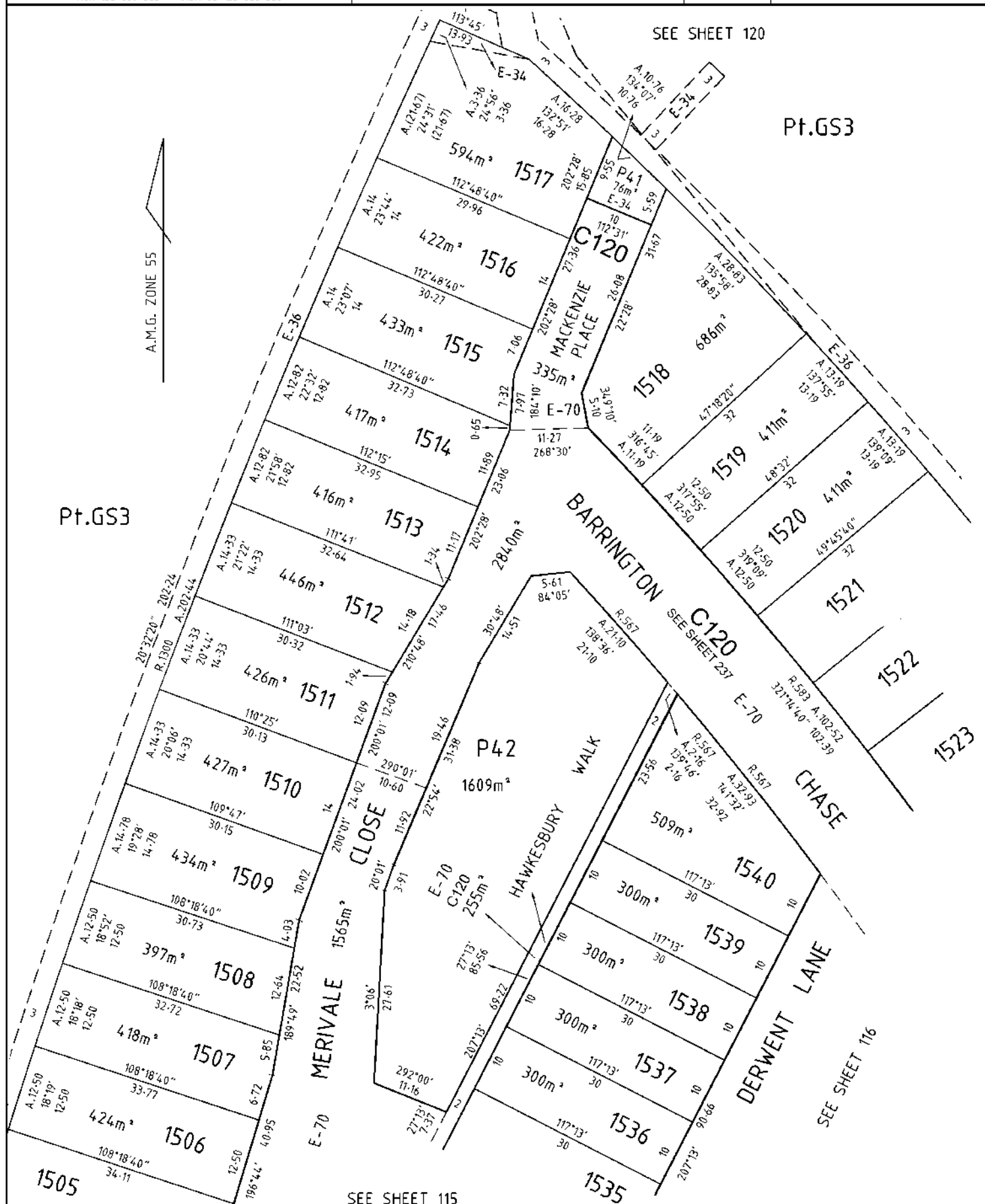
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

SCALE
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SHEET
SIZE
A3

5 0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR
(PRINT)

SIGNATURE

REF. S11002
S10027 10.05.2011

VERSION 4

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 114

Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
Phone: 9859 6400 Facsimile : 9859 5022
ACN 123 888 326 ABN 53 123 888 326

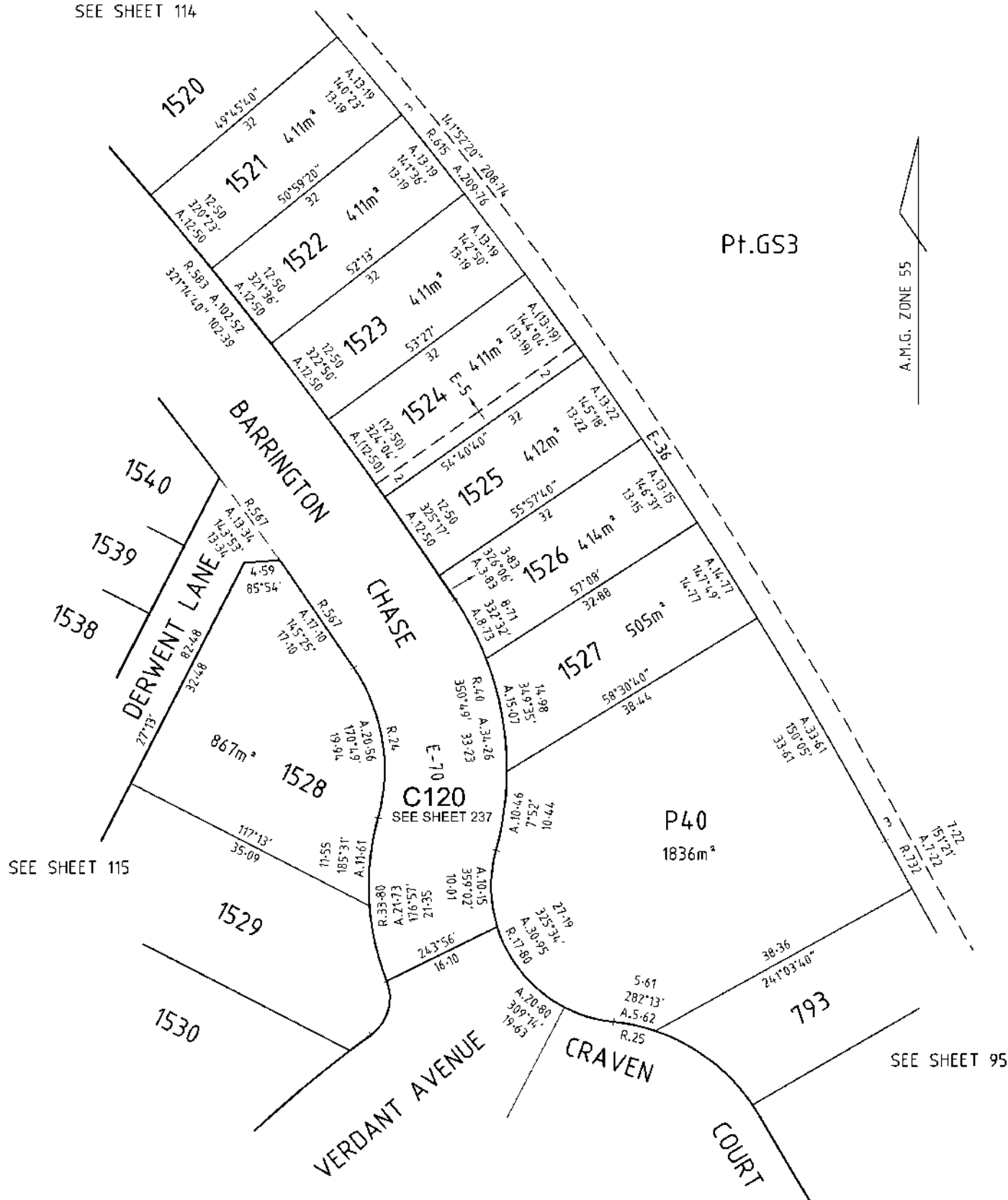
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

SEE SHEET 114



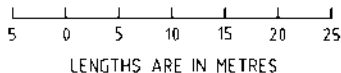
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SCALE

SCALE

1:500

SHEET
SIZE
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LICENSED SURVEYOR
(PRINT)

SIGNATURE

REF. S10027 10.05.2011

VERSION 4

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 116

PLAN OF SUBDIVISION

Stage No.

Plan Number

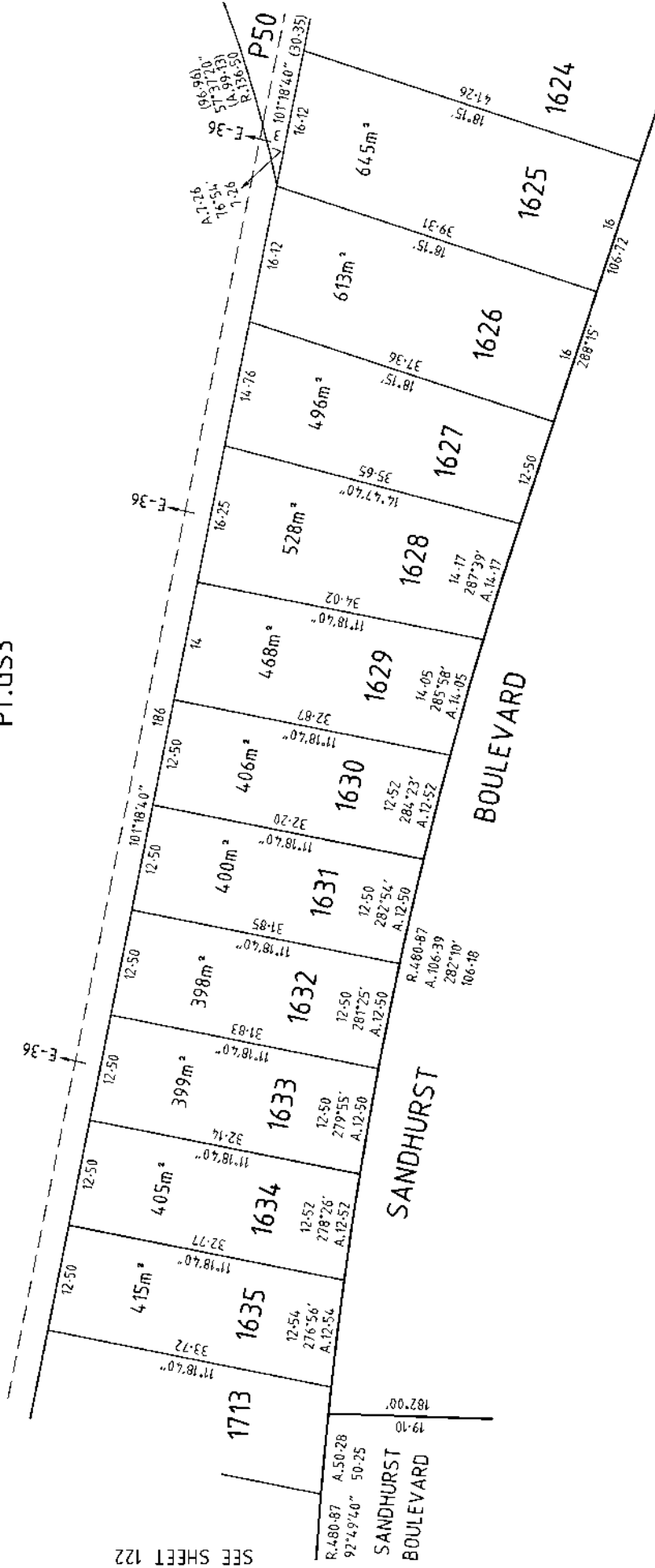
PS 500745K

Pt.GS3

A.M.G. ZONE 55

SEE SHEET 122

SEE SHEET 118



SEE SHEET 101

Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104

Phone: 9859 6400 Facsimile : 9859 5022

ACN 123 888 326 ABN 53 123 888 326

LICENSED SURVEYOR **ROBERT DAVID MACAULAY**

{PRINT}

SIGNATURE

S11002 S10098

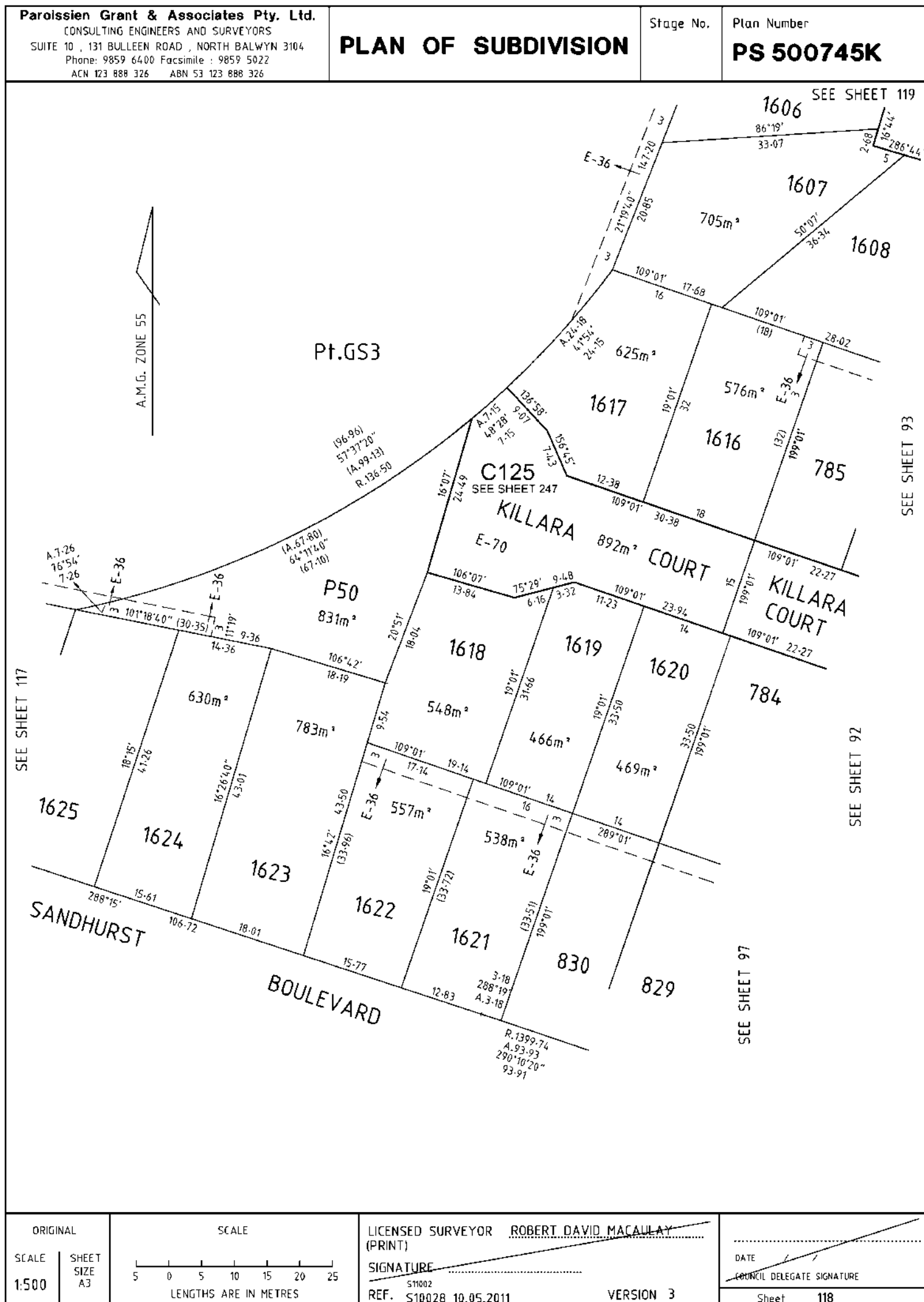
REFERENCE \$10028 10.05.2011

VERSION 3

DATE _____

COUNCIL DELEGATE SIGNATURE

Sheet 117



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SCALE 1:500	SHEET SIZE A3	5 0 5 10 15 20 25 LENGTHS ARE IN METRES		SIGNATURE			
				VERSION 3		Sheet 118	

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

SEE SHEET 115

SEE SHEET 118

SEE SHEET 93

VERDANT AVENUE

CLARENCE COURT

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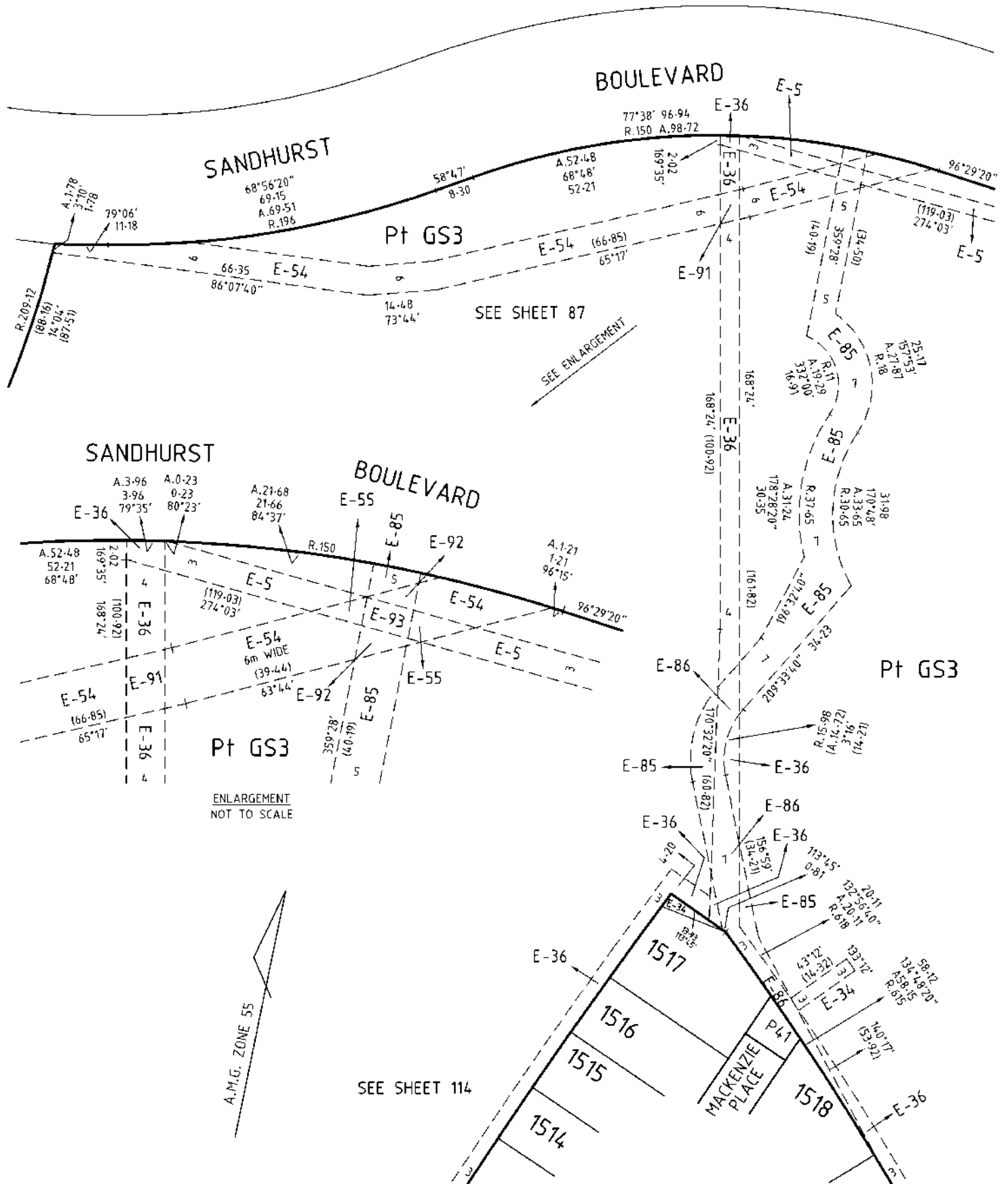
Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

LICENSED SURVEYOR
(PRINT)

SIGNATURE

REF. S11002 23.11.2011

VERSION 4

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 120

SCALE
1:750

SHEET
SIZE
A3

7.5 0 7.5 15 22.5 30 37.5
LENGTHS ARE IN METRES

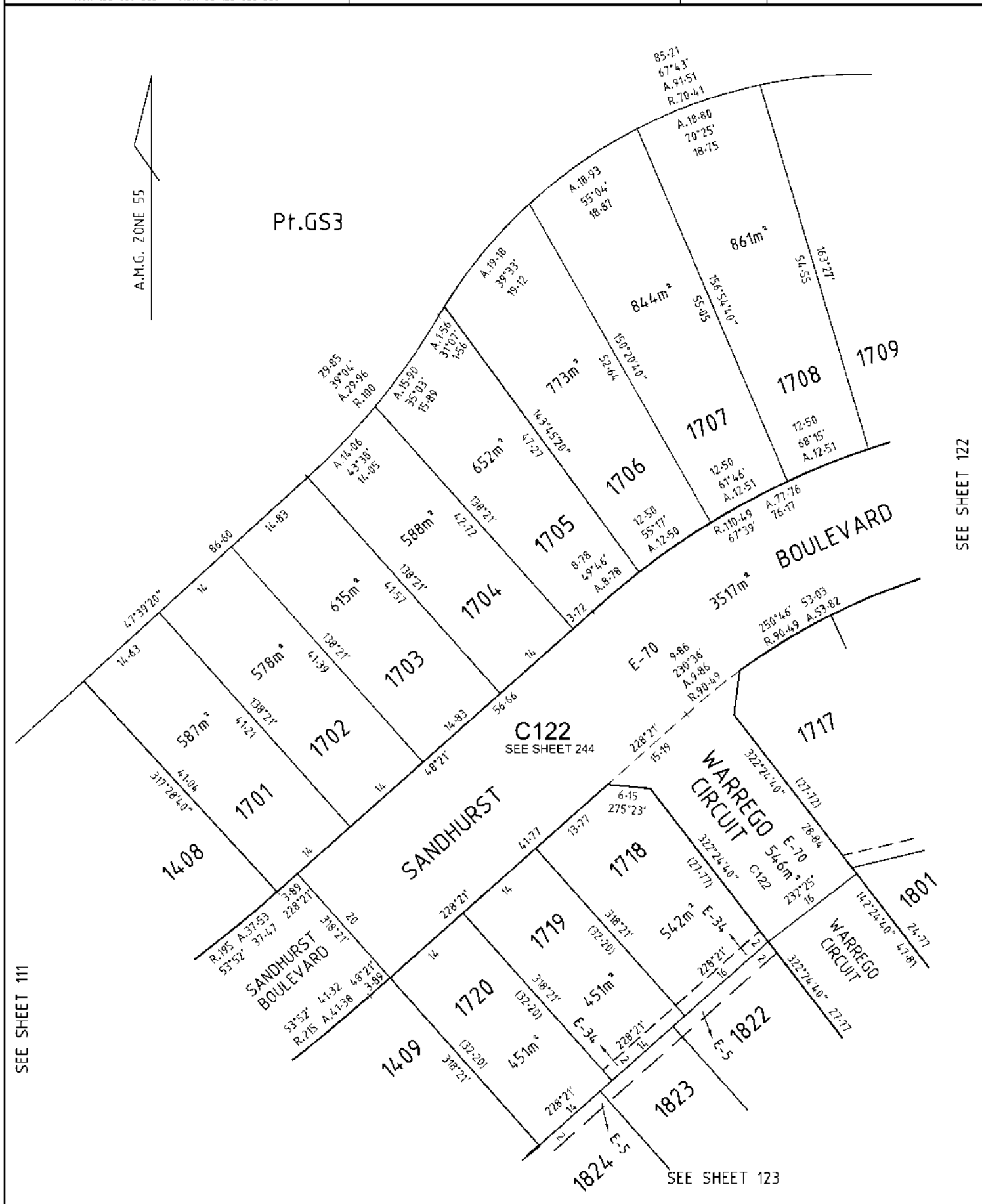
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



SEE SHEET 111

SEE SHEET 122

SEE SHEET 123

ORIGINAL

SCALE

SCALE
1:500

SHEET
SIZE
A3

5 0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR
(PRINT)

SIGNATURE

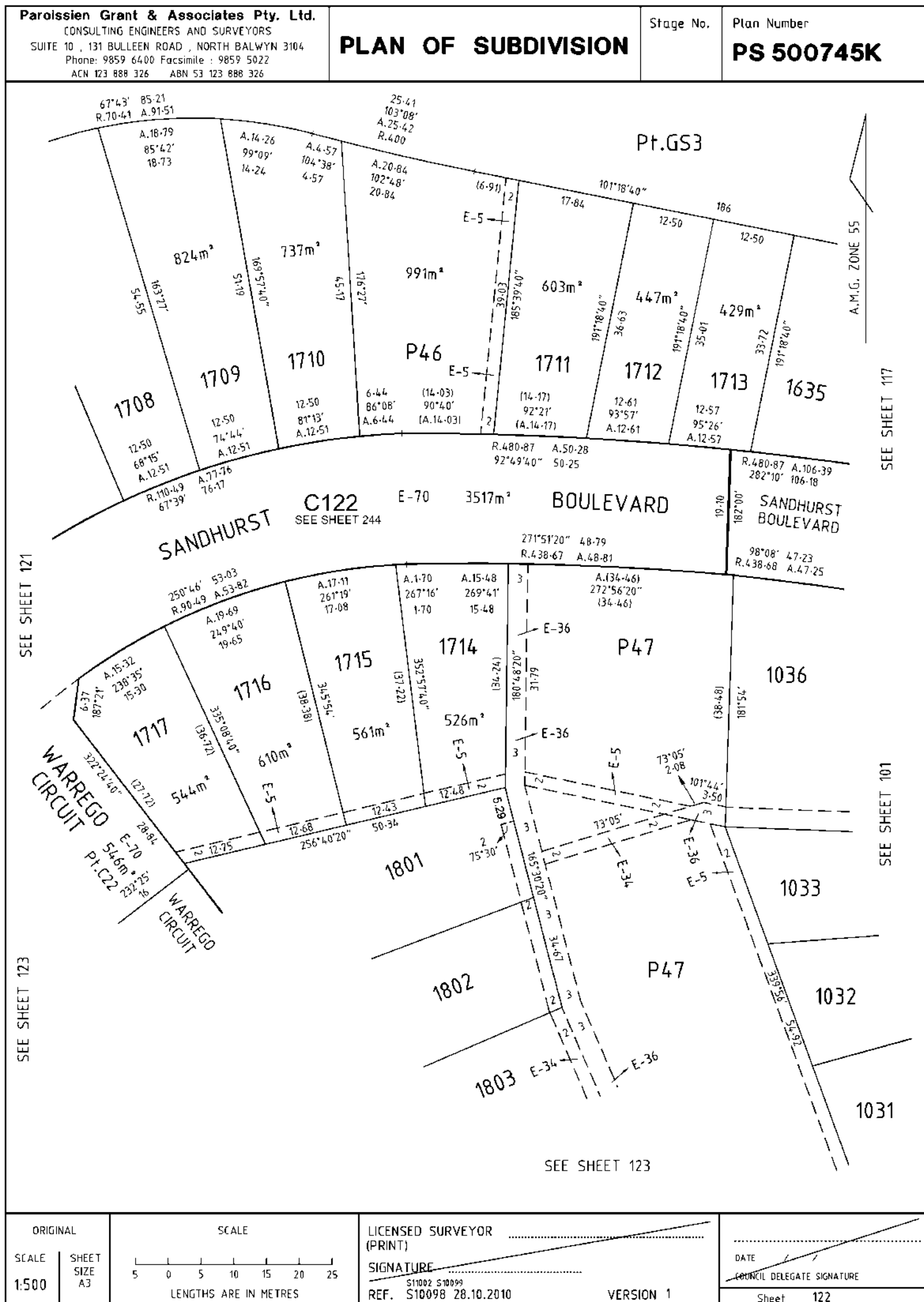
\$11002 \$10099
REF. \$10098 28.10.2010

VERSION 1

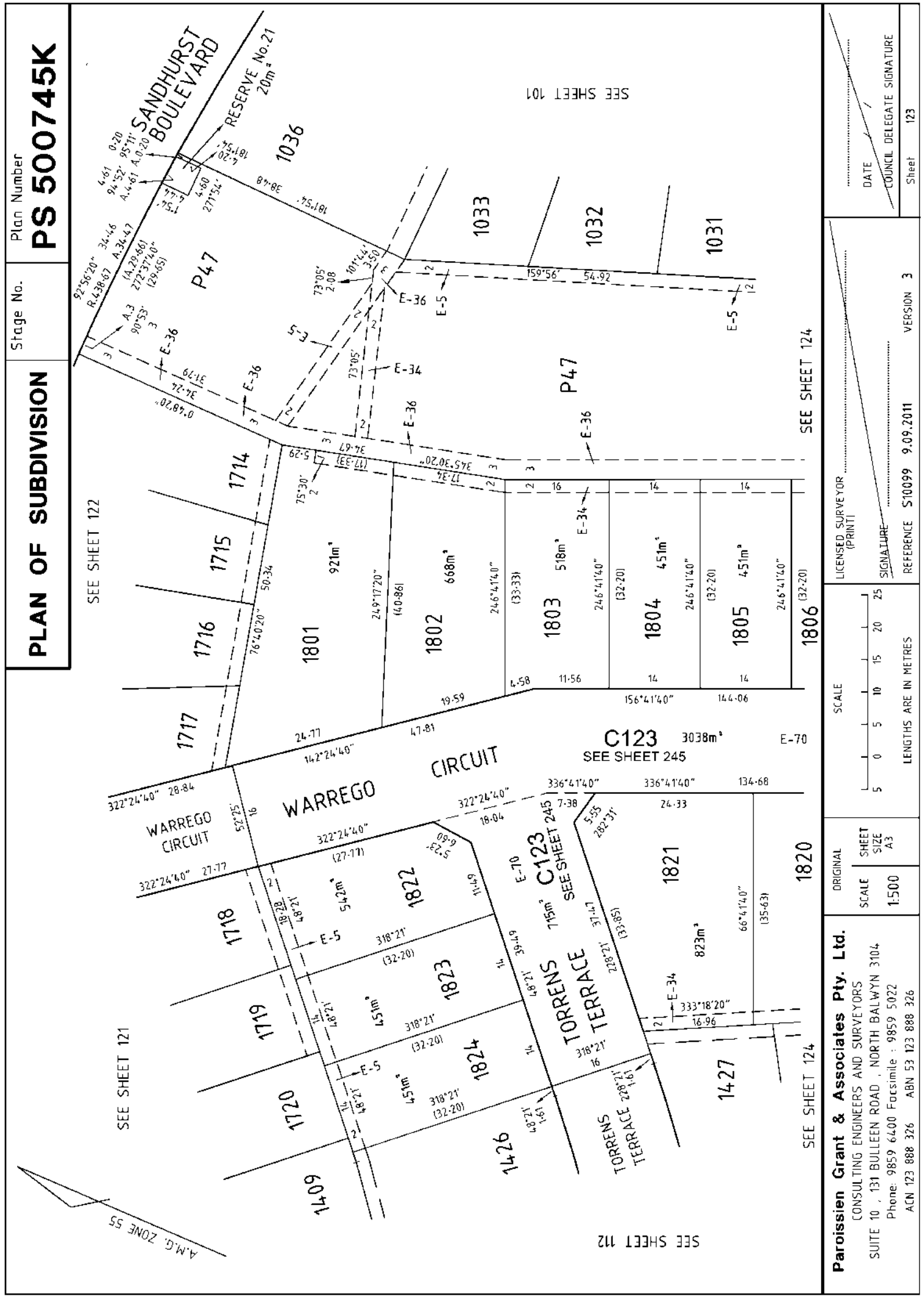
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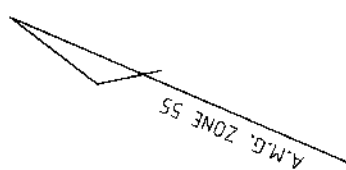
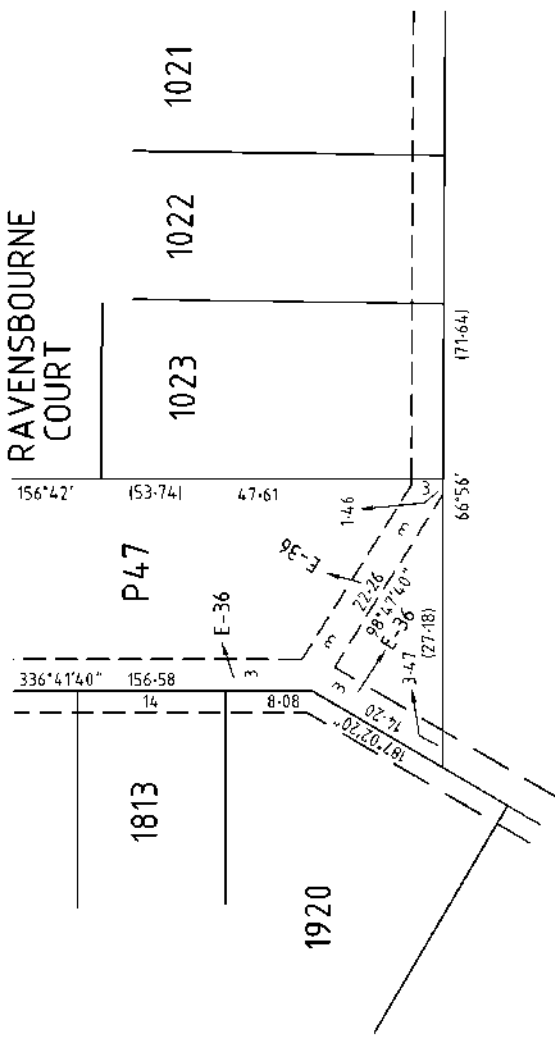
COUNCIL DELEGATE SIGNATURE

Sheet 121



ORIGINAL		SCALE		LICENSED SURVEYOR (PRINT)		DATE	
SCALE	SHEET SIZE			SIGNATURE S11002 S10099 REF. S10098 28.10.2010		COUNCIL DELEGATE SIGNATURE	
1:500	A3						
		LENGTHS ARE IN METRES		VERSION 1		Sheet 122	



	PLAN OF SUBDIVISION						Stage No.	Plan Number PS 500745K				
A.M.G. ZONE 55 	 SEE SHEET 124 SEE SHEET 102						LICENSED SURVEYOR (PRINT)	SIGNATURE _____ SWW	REFERENCE S10099	VERSION 3	COUNCIL DELEGATE SIGNATURE _____ DATE / /	Sheet 125
PAROISSIEN GRANT & ASSOCIATES PTY. LTD. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone : 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	ORIGINAL SCALE 1:500	SHEET SIZE A3	SCALE LENGTHS ARE IN METRES 5 0 5 10 15 20 25									

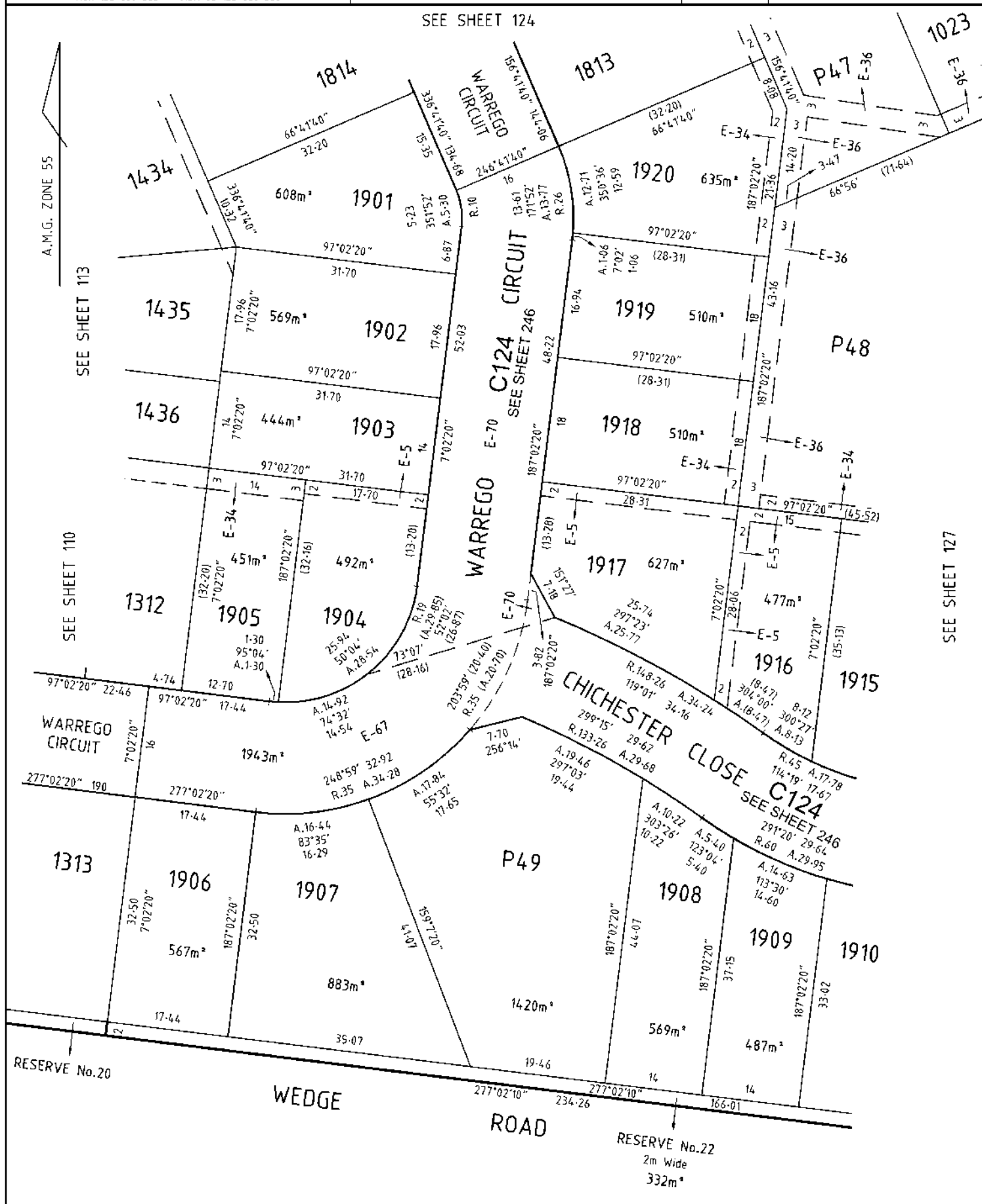
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



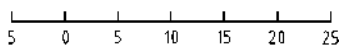
ORIGINAL

SCALE

SCALE

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SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR
(PRINT)

SIGNATURE

REF. S10100 9.09.2011

VERSION 2

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 126

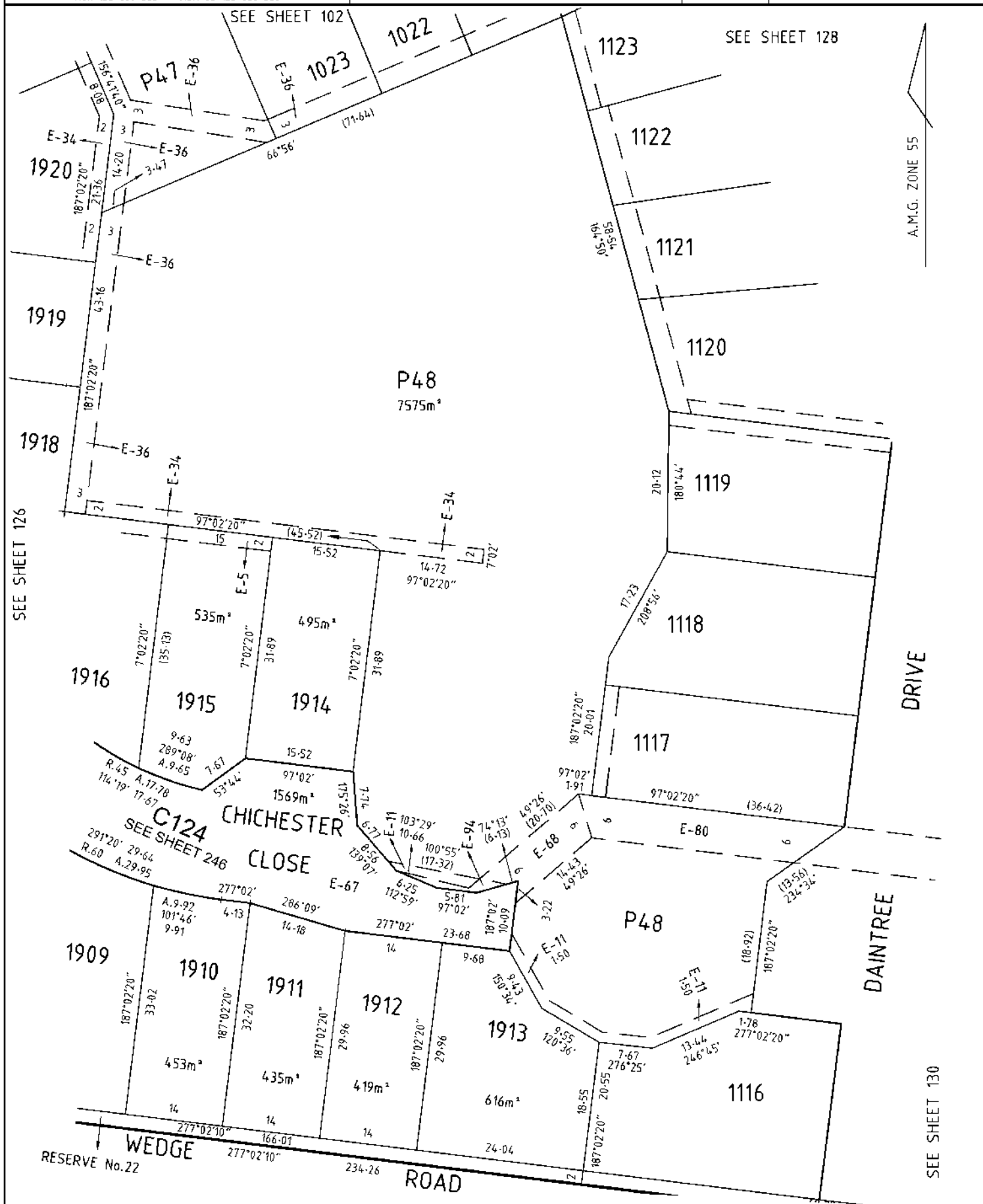
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

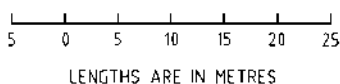


ORIGINAL

SCALE
1:500

SHEET
SIZE
A3

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR
(PRINT)

SIGNATURE

REF. S10100 9.09.2011

VERSION 2

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 127

Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
Phone: 9859 6400 Facsimile : 9859 5022
ACN 123 888 326 ABN 53 123 888 326

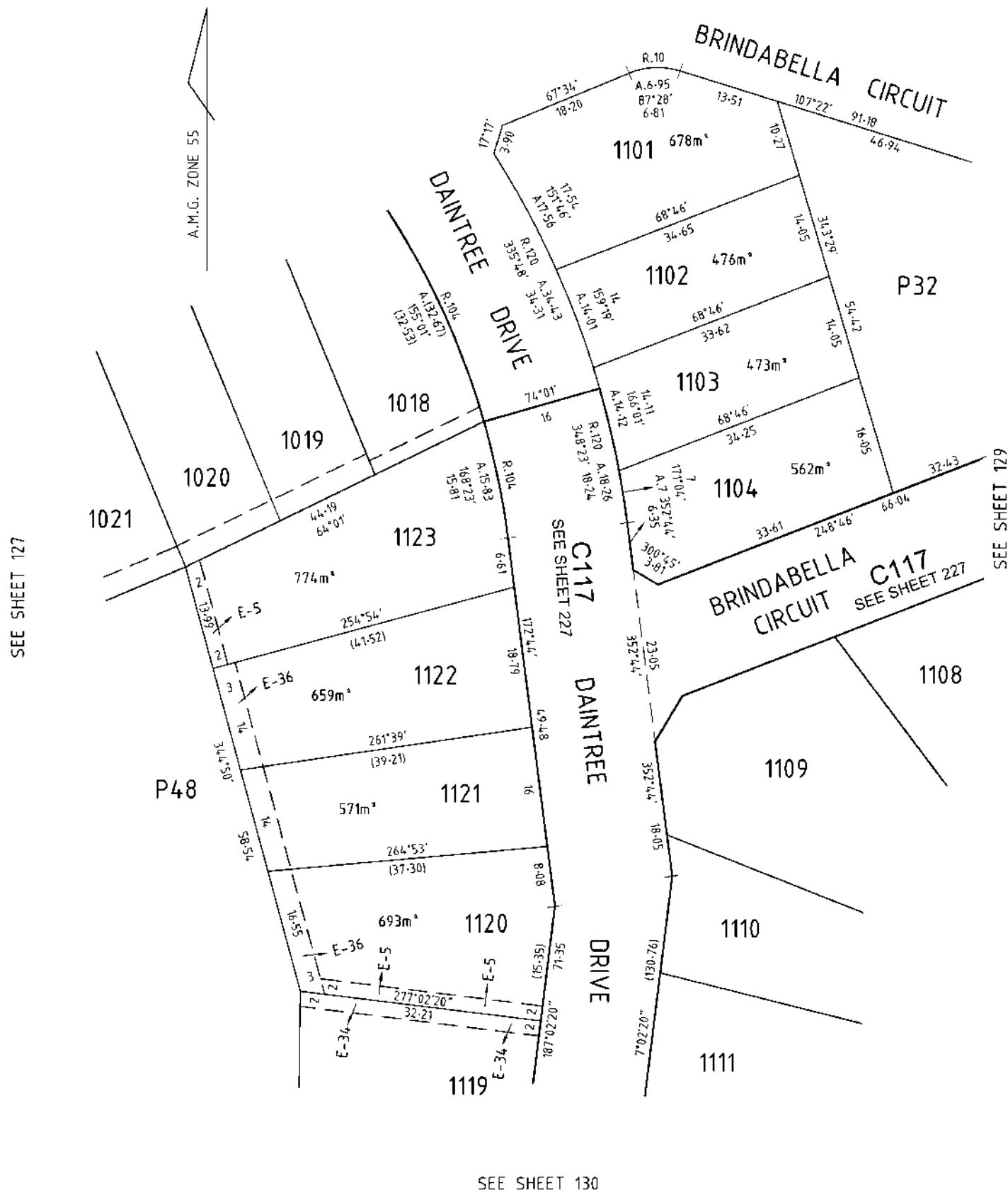
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

SEE SHEET 102



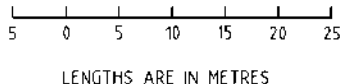
SEE SHEET 130

ORIGINAL

SCALE

SCALE
1:500

SHEET
SIZE
A3



LICENSED SURVEYOR ROBERT DAVID MACAULAY
(PRINT)

SIGNATURE DATE / /

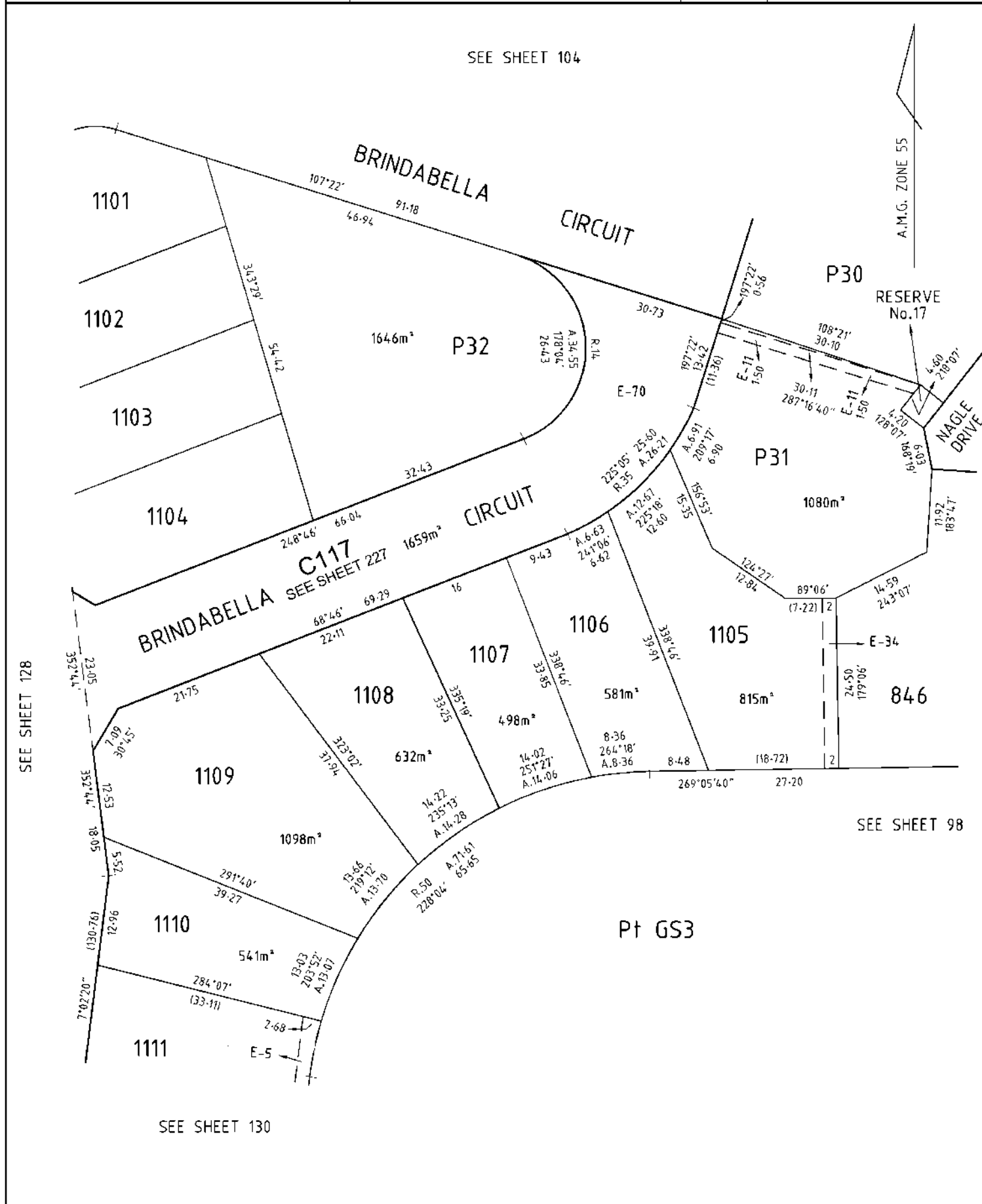
REF. S09096 13.09.2011

VERSION 4

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 128

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 123 888 326 ABN 53 123 888 326	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
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ORIGINAL SCALE 1:500	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u> (PRINT) SIGNATURE DATE / / S11002 REF. S09096 13.09.2011 VERSION 4	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 129
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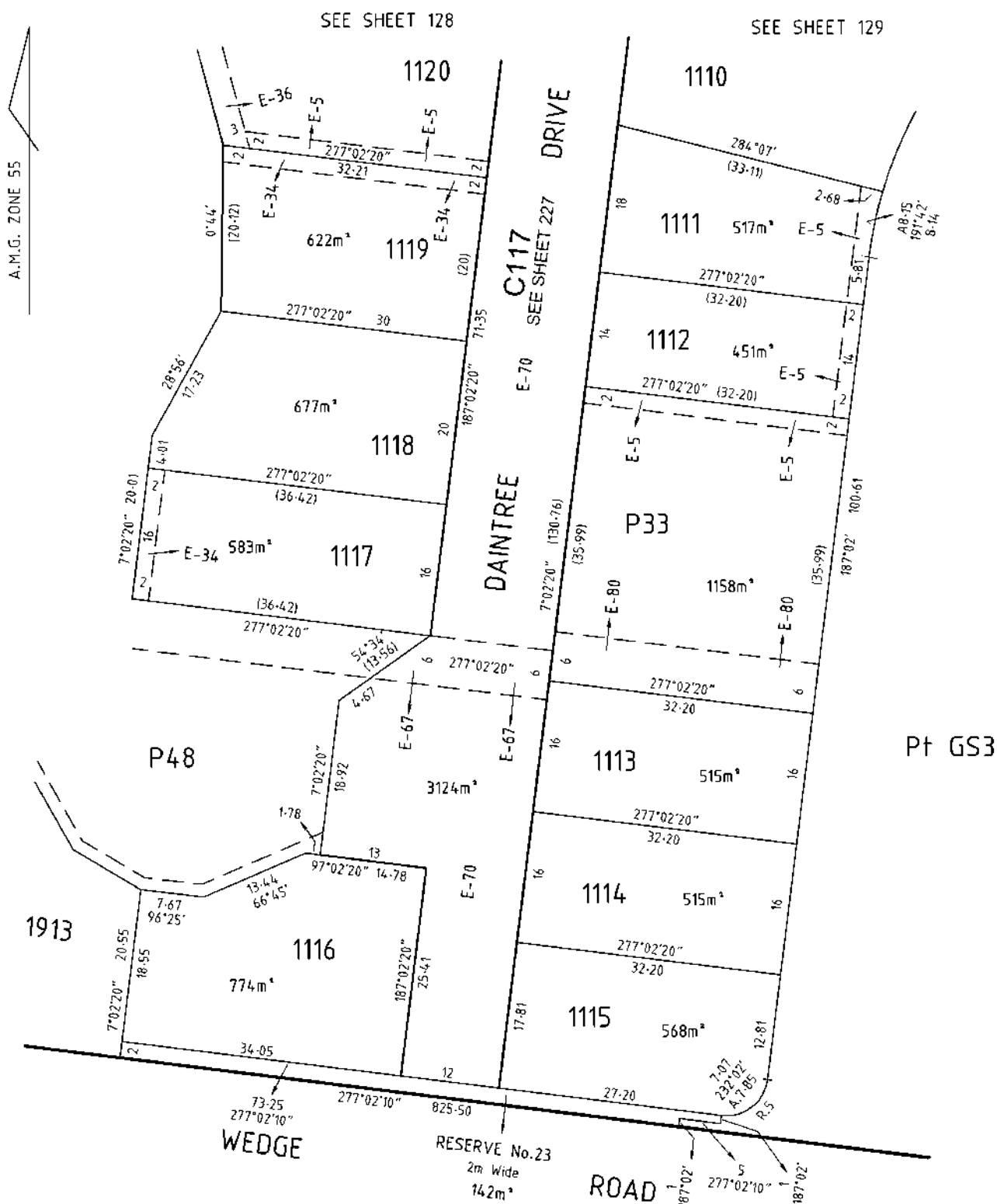
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

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SIZE
A3

SCALE

5 0 5 10 15 20 25

LENGTHS ARE IN METRES

LICENSED SURVEYOR ROBERT DAVID MACAULAY
(PRINT)

SIGNATURE DATE / /

S11002

REF. S09096 13.09.2011

VERSION 4

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 130

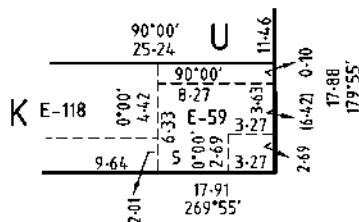
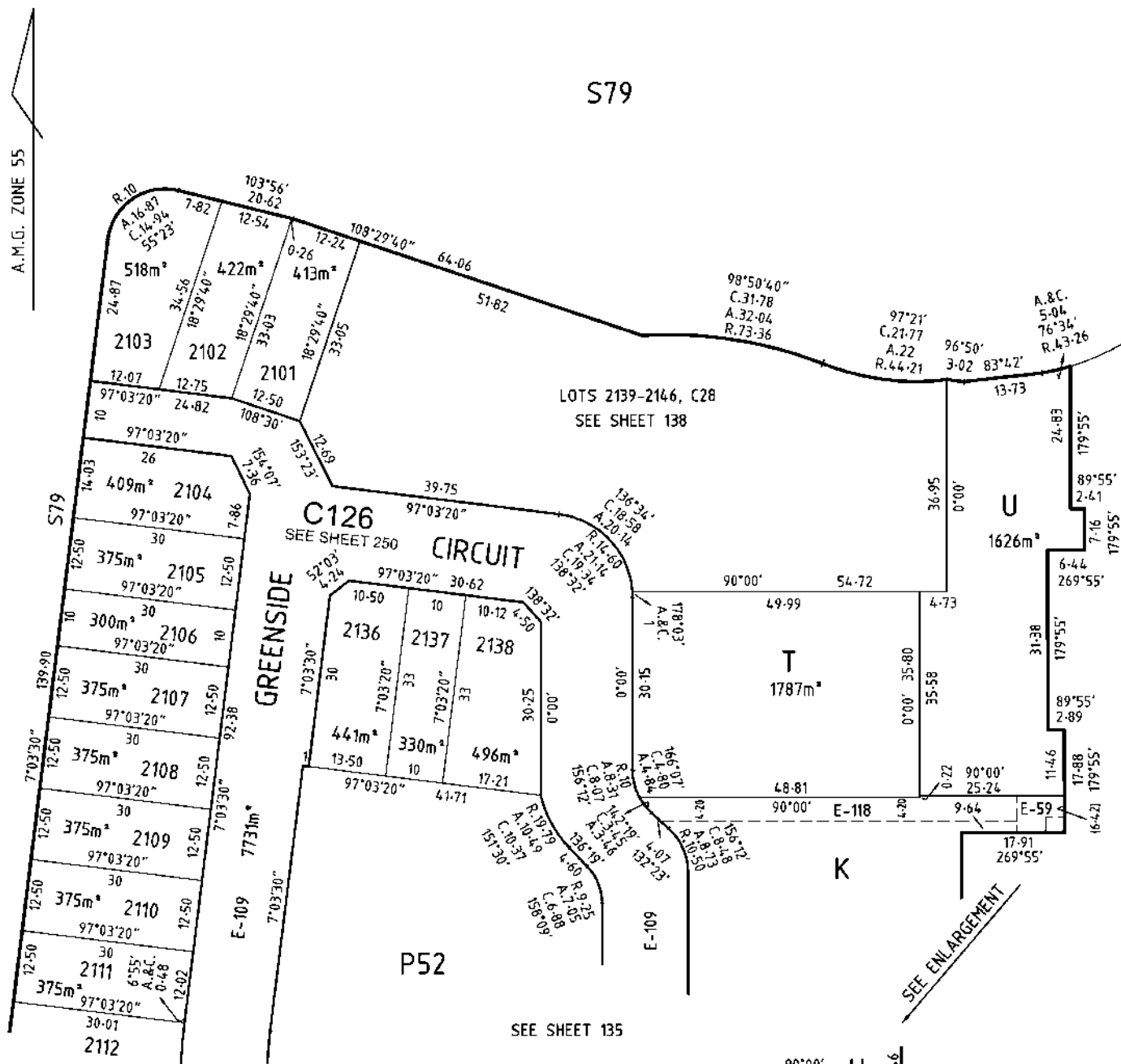
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



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ORIGINAL

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SCALE
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SHEET
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7.5 0 7.5 15 22.5 30 37.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR
(PRINT)

SIGNATURE

S14053

REF. S12154PS 25.02.2014

VERSION 5

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 134

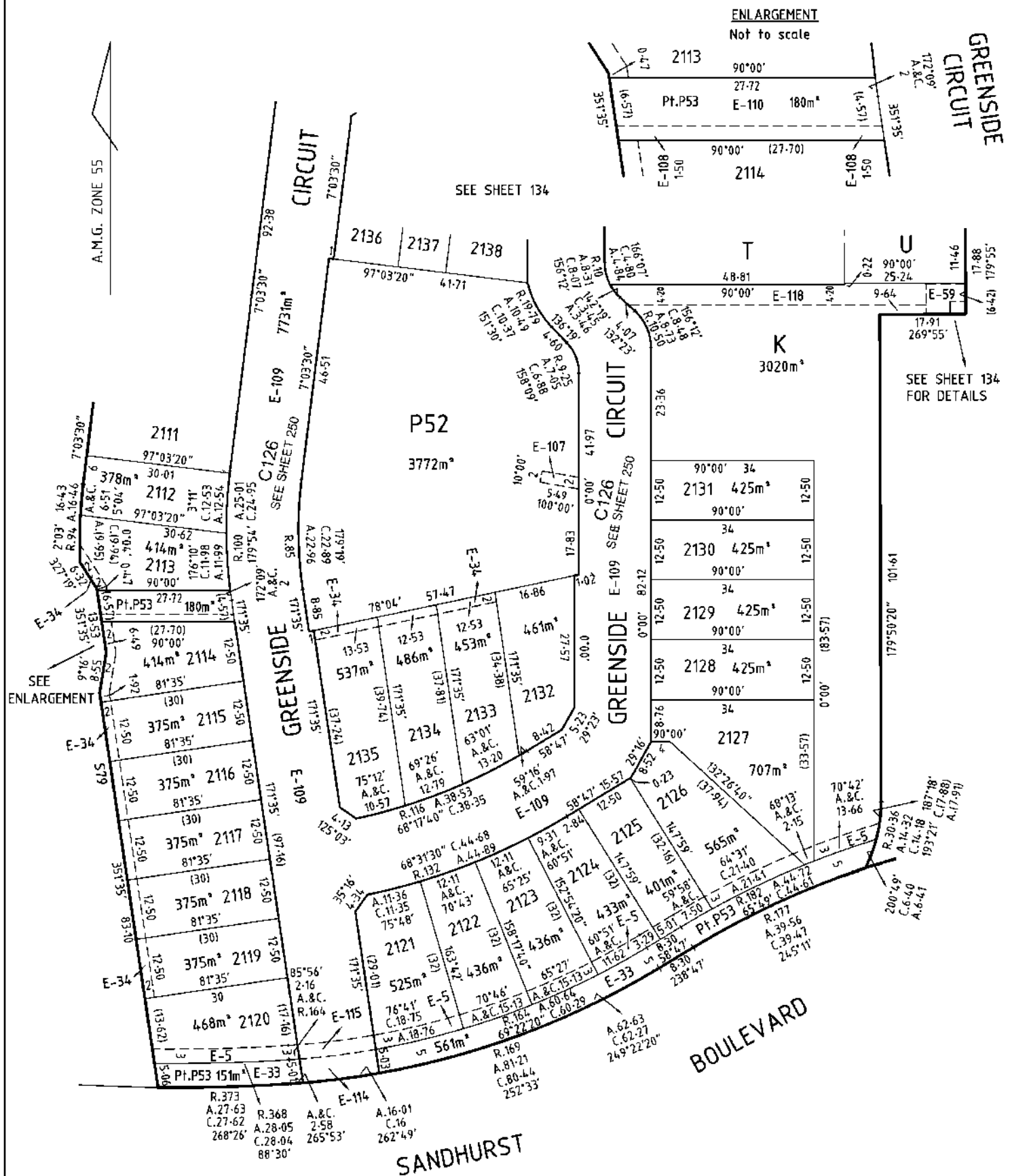
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



ORIGINAL

SCALE

SCALE
1:750

SHEET
SIZE
A3

7.5 0 7.5 15 22.5 30 37.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR
(PRINT)

SIGNATURE

REF. S12154PS 25.02.2014

VERSION 5

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 135

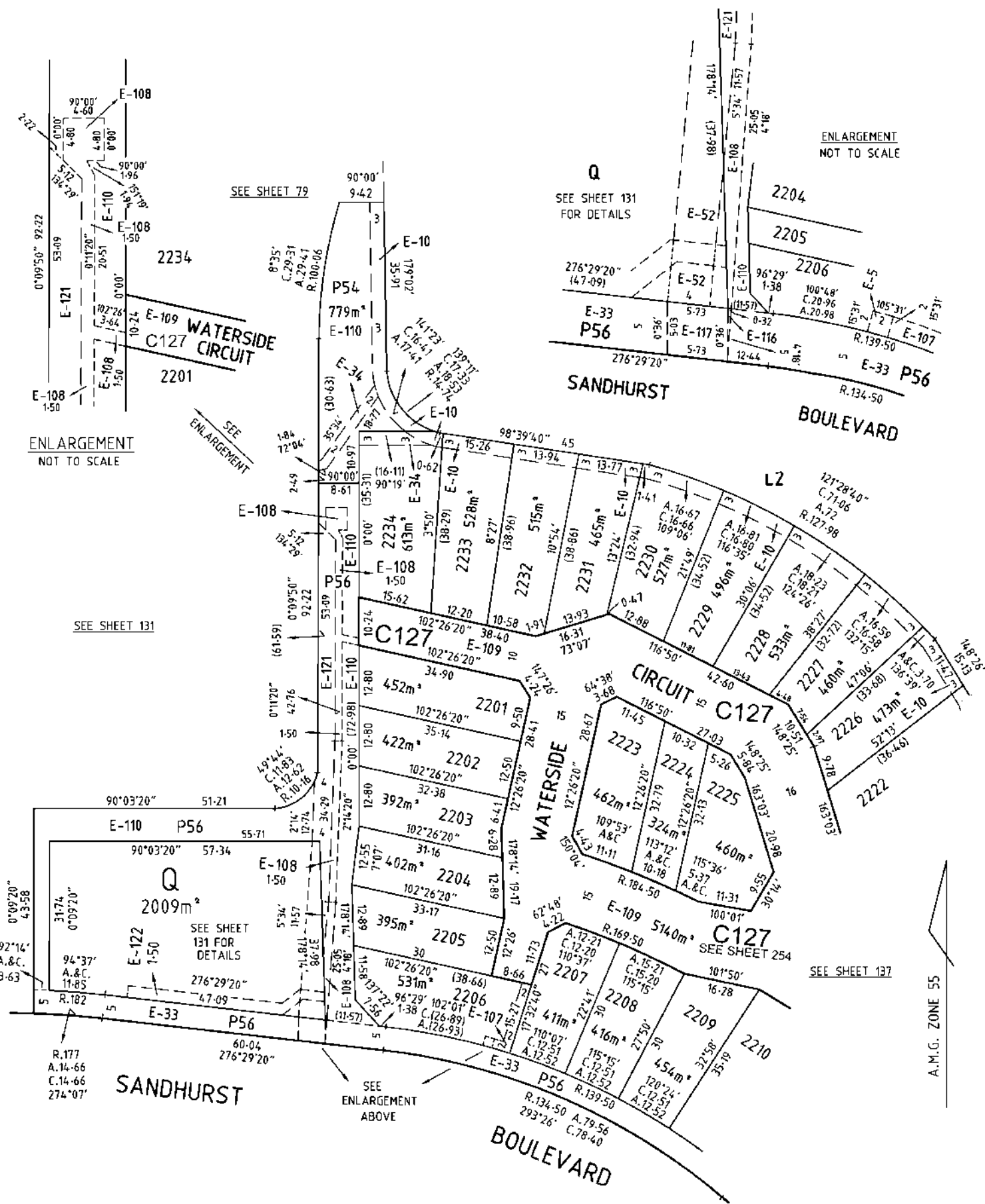
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



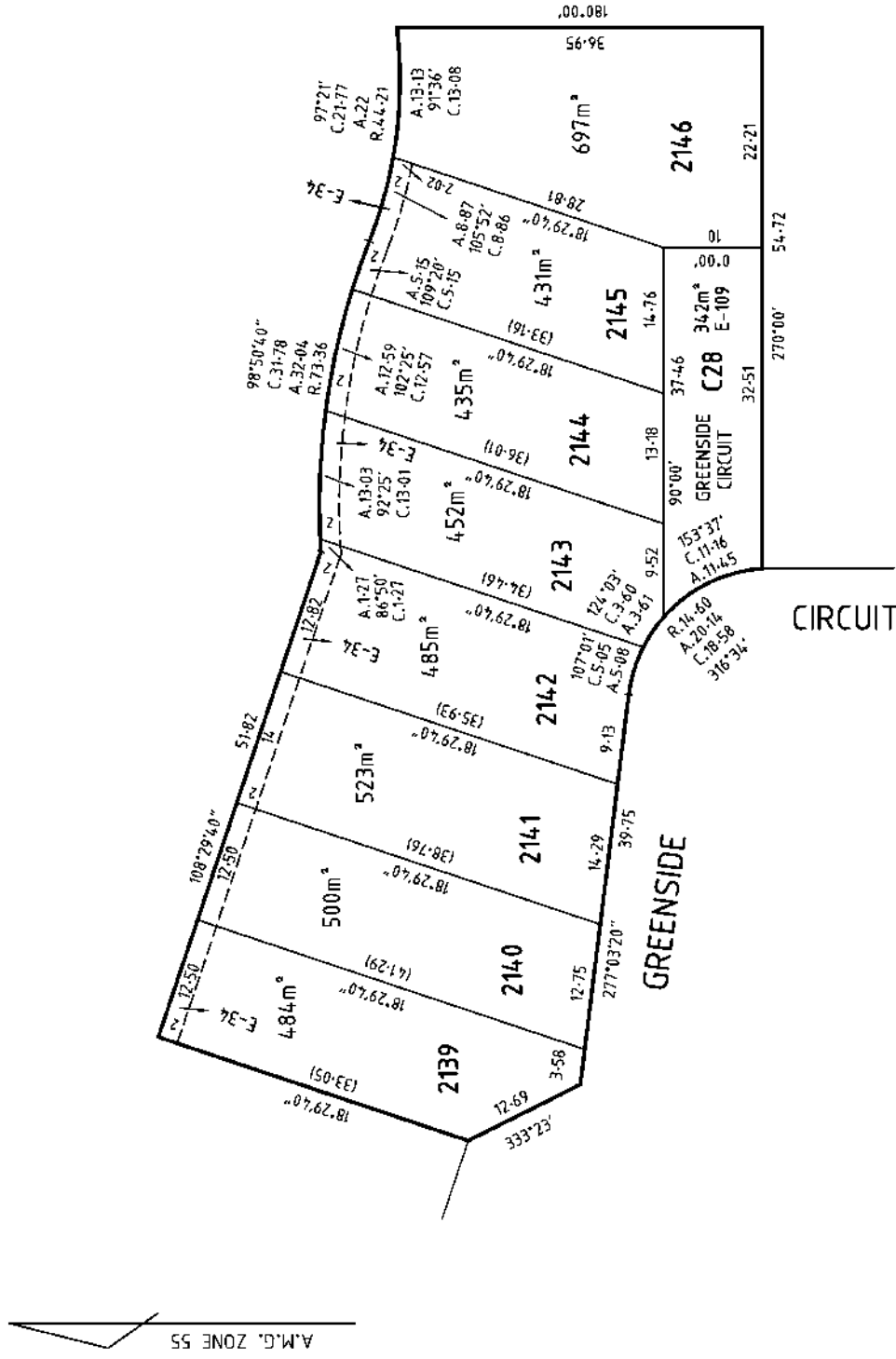
ORIGINAL SCALE 1:750 SHEET SIZE A3	SCALE 7.5 0 7.5 15 22.5 30 37.5 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) SIGNATURE REF. S12155PS2 8.08.2014 VERSION 4	DATE COUNCIL DELEGATE SIGNATURE Sheet 136
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K



Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104

Phone: 9859 6400 Facsimile : 9859 5022

ACN 123 888 326 ABN 53 123 888 326

ORIGINAL

SCALE | SHEET

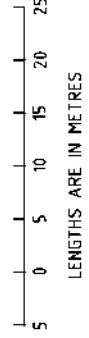
SHEET

SHEET

SHEET

1:500

SCALE



LICENSED SURVEYOR
(PRINT)

[PRINT]

SIGNATURE

REFERENCE S14053PS 7.11.2014

VERSION 3

DATE _____

COUNCIL DELEGATE SIGNATURE

Sheet

138

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

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is created:

Land to Benefit:

Every lot on plan of subdivision PS500745K

Land to be Burdened:

Lots 523-769 (inclusive), Lots 3001-3024 (inclusive) and C14 on Plan of Subdivision PS500745K (Stage 6); Lots 770-821 (inclusive) and Lots 825-828 (inclusive) on Plan of Subdivision PS500745K (Stage 8); Lots 822-824 (inclusive) and 829-846 (inclusive) on Plan of Subdivision PS500745K (Stage 9); Lots 1001-1036 (inclusive) on Plan of Subdivision PS500745K (Stage 10); Lots 1101-1123 (inclusive) on Plan of Subdivision PS500745K (Stage 11); Lots 1201-1255 (inclusive) on Plan of Subdivision PS500745K (Stage 12); Lots 1301-1323 (inclusive) on Plan of Subdivision PS500745K (Stage 13); Lots 1401-1440 (inclusive) on Plan of Subdivision PS500745K (Stage 14); Lots 1501-1540 (inclusive) on Plan of Subdivision PS500745K (Stage 15); Lots 1601-1635 (inclusive) on Plan of Subdivision PS500745K (Stage 16); Lots 1701-1720 (inclusive) on Plan of Subdivision PS500745K (Stage 17); Lots 1801-1824 (inclusive) on Plan of Subdivision PS500745K (Stage 18); Lots 1901-1920 (inclusive) on Plan of Subdivision PS500745K (Stage 19); Lots 2101-2138 (inclusive), and S83 on Plan of Subdivision PS500745K (Stage 80); Lots 2201-2225 (inclusive) & S84 on Plan of Subdivision PS500745K (Stage 85); Lots 2226-2234 (inclusive) on Plan of Subdivision PS500745K (Stage 84); Lots 2139-2146 (inclusive) on Plan of Subdivision PS500745K (Stage 83);

Description of Restriction:

1. The owner of a lot must not:
 - 1.1 erect, cause or permit to be erected or remain upon the lot, any building or other structure:
 - 1.1.1 which does not comply with the Sandhurst Homeowners Building Code; and
 - 1.1.2 without the company's prior written approval of all building plans and specifications;
 - 1.2 occupy or cause to be occupied any building or other structure built upon the lot without the company's prior written approval; or
 - 1.3 alter or use any building or other structure erected upon the lot in a way which does not comply with:
 - 1.3.1 the Sandhurst Homeowners Building Code;
 - 1.3.2 the Sandhurst Club Residential Code; or
 - 1.3.3 the constitution of the company.
2. In this restriction:
 - 2.1 **company** means Sandhurst Club Ltd ACN 083 181 364, being a company established to regulate the use and development of lots within plan of subdivision PS500745K and to provide recreational and other facilities and services for the benefit of owners of lots within plan of subdivision PS500745K;
 - 2.2 **lot** means a lot to which this restriction applies;
 - 2.3 where a lot owner covenants not to do something in relation to a lot, this shall be read as also imposing an obligation not to allow or permit any other person to do that thing to all or part of that lot; and
 - 2.4 an obligation not to do something in relation to a lot shall include an obligation not to do that thing in relation to all or part of the lot.

ORIGINAL		SCALE	LICENSED SURVEYOR <u>Robert David Macaulay</u>	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 139
SCALE	SHEET SIZE	----	(PRINT)	
----	A3	LENGTHS ARE IN METRES	S10099 S10100 S09096 S12154 S12155 S14054 S14053 SIGNATURE _____ DATE / / S07079 S07137 S08092 S09068 S09095 S09157 S10025 S10026 S10027 S10028 S10098 REF. M02289 9.06.2004 VERSION 7	

Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
Phone: 9859 6400 Facsimile : 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

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

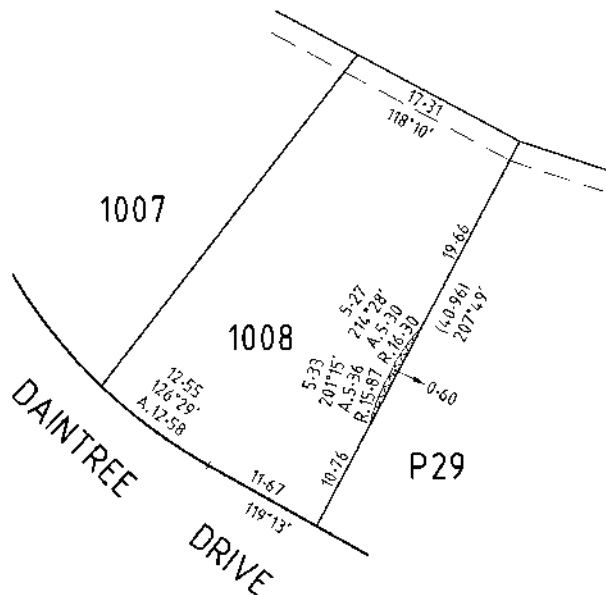
Table of land burdened and land benefited:

BURDENED LOT No:	BENEFITTING LOTS:
1008	P29

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan will not allow the following to occur on their land:

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



ORIGINAL

SCALE

LICENSED SURVEYOR ROBERT DAVID MACAULAY
(PRINT)

SCALE SHEET
--- SIZE
A3

LENGTHS ARE IN METRES

SIGNATURE

REF. S09095 18.10.2010

VERSION 3

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 140

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 500745K
--	----------------------------	-----------	----------------------------------

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is created:

Land to Benefit:
 Every lot on Plan of Subdivision PS500745K.

Land to be burdened:
 Lots 1-522, 2001-2022 (both inclusive), M1-M12, N1-N18 & C31 on Plan of Subdivision PS500745K.

Description of Restriction:

1. The owner of a Lot must not erect any building or structure of any nature on the Lot without the Company's prior written approval of all building plans and specifications.
2. In this Restriction.

Company means Sandhurst Club Limited ACN 083 181 364, being a company established to regulate the use and development of lots and to provide recreational and other facilities and services for the benefit of owners of lots;

Lot means a lot to which this Restriction applies:

Where a Lot Owner covenants not to do some thing, this shall be read as also imposing an obligation not to allow or permit any other person to do that thing; and

An obligation not to do some thing in relation to a Lot shall include an obligation not to do that thing in relation to all or part of the Lot.

ORIGINAL SCALE --- SHEET SIZE A3	SCALE --- LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>ROBERT DAVID MACAULAY</u> (PRINT) SIGNATURE DATE / / M01210, M02099, M02098, M02211, M03001, W34998, S03055 S06044 REF. M01107 7.01.2003 VERSION 9	 DATE / / COUNCIL DELEGATE SIGNATURE Sheet 141
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Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Plan Number

PS 500745K

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

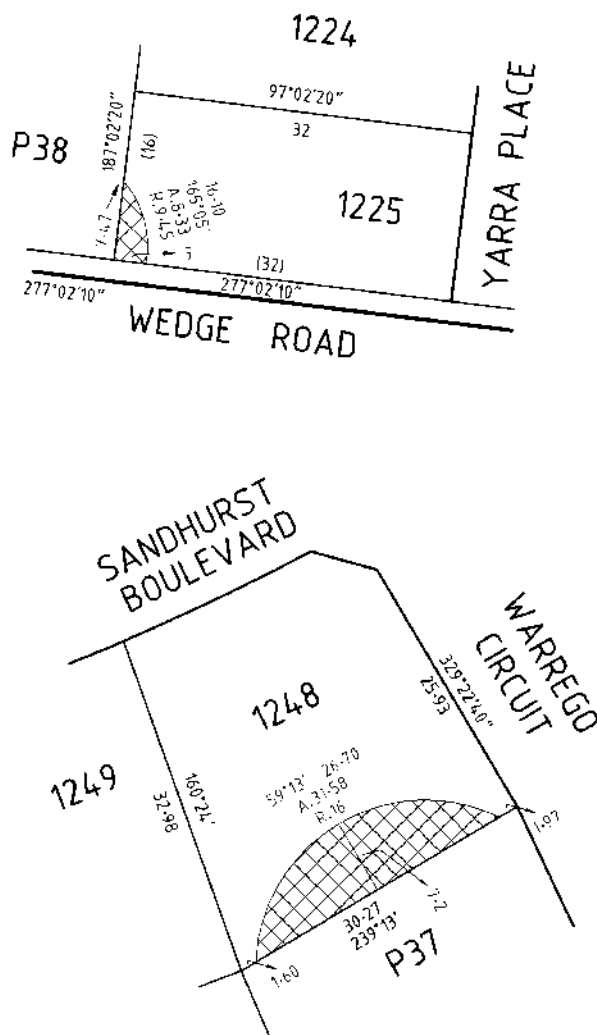
Table of land burdened and land benefited:

BURDENED LOT No:	BENEFITTING LOTS:
1225	P38
1248	P37

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan will not allow the following to occur on their land:

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



ORIGINAL

SCALE

LICENSED SURVEYOR
(PRINT)

SIGNATURE

REF. S09157 28.03.2011

VERSION 7

SCALE

SHEET
SIZE
A3

LENGTHS ARE IN METRES

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 142

Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104

Phone: 9859 6400 Facsimile: 9859 5022

ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Plan Number

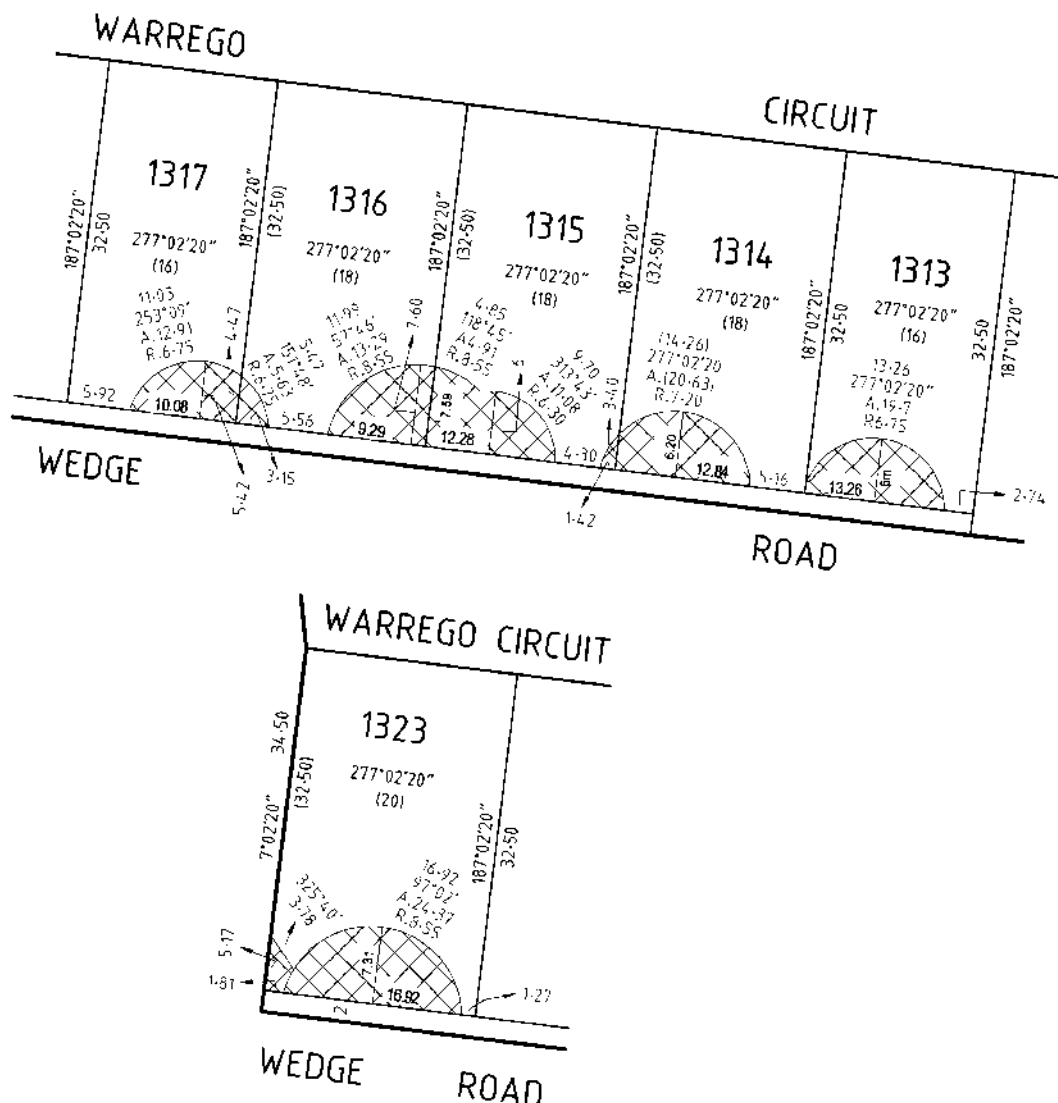
PS 500745K**2. Upon registration of this plan the following restriction will be created:****Table of land burdened and land benefited:**

BURDENED LOT No.s:	BENEFITTING LOT:
1313 - 1317 & 1323	P39

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan will not allow the following to occur on their land:

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



ORIGINAL

SCALE

LICENSED SURVEYOR ROBERT DAVID MACAULAY
(PRINT)

SIGNATURE _____

REF. S10025 2.05.2011

VERSION 3A

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 143

SCALE

SHEET
SIZE
A3

LENGTHS ARE IN METRES

Paroissien Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile : 9859 5022
 ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500745K

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

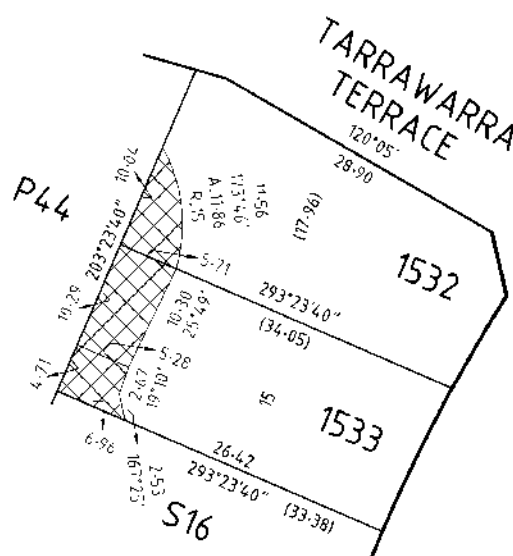
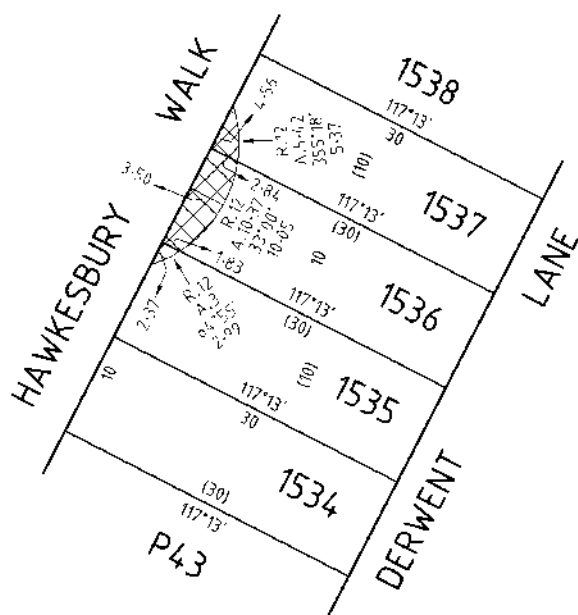
Table of land burdened and land benefited:

BURDENED LOT No:	BENEFITTING LOTS:
1532-1533	P44
1535-1537	P42

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan will not allow the following to occur on their land:

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



ORIGINAL

SCALE

 LICENSED SURVEYOR
 (PRINT)

SIGNATURE

REF. S10027 10.05.2011

VERSION 4

SCALE

 SHEET
 SIZE
 A3

LENGTHS ARE IN METRES

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 144

Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104

Phone: 9859 6400 Facsimile : 9859 5022

ACN 123 888 326 ABN 53 123 888 326

PLAN OF SUBDIVISION

Stage No.

Plan Number

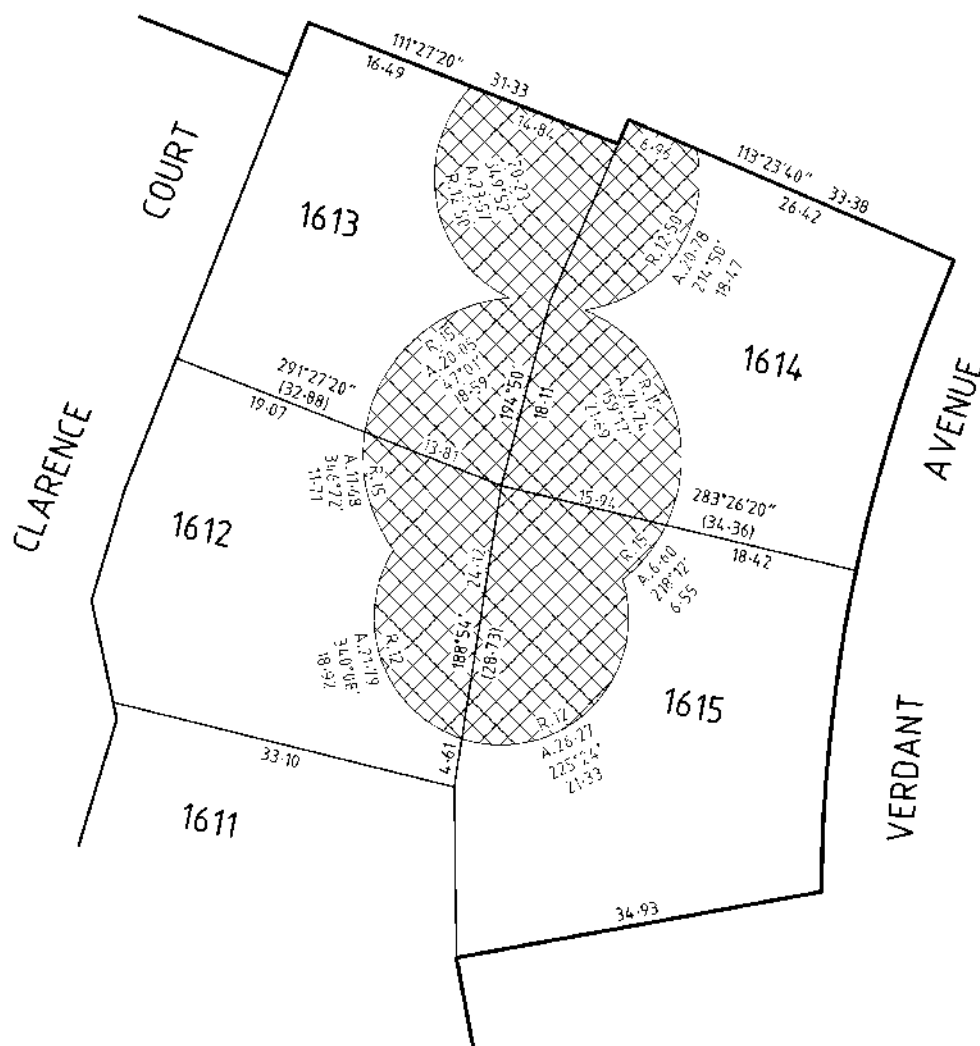
PS 500745K**2. Upon registration of this plan the following restriction will be created:****Table of land burdened and land benefited:**

BURDENED LOT No:	BENEFITTING LOTS:
1612-1615	P50

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan will not allow the following to occur on their land:

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



ORIGINAL

SCALE

LICENSED SURVEYOR ~~ROBERT DAVID MACAULAY~~

SIGNATURE

DATE

COUNCIL DELEGATE SIGNATURE

SCALE

SHEET
SIZE
A3

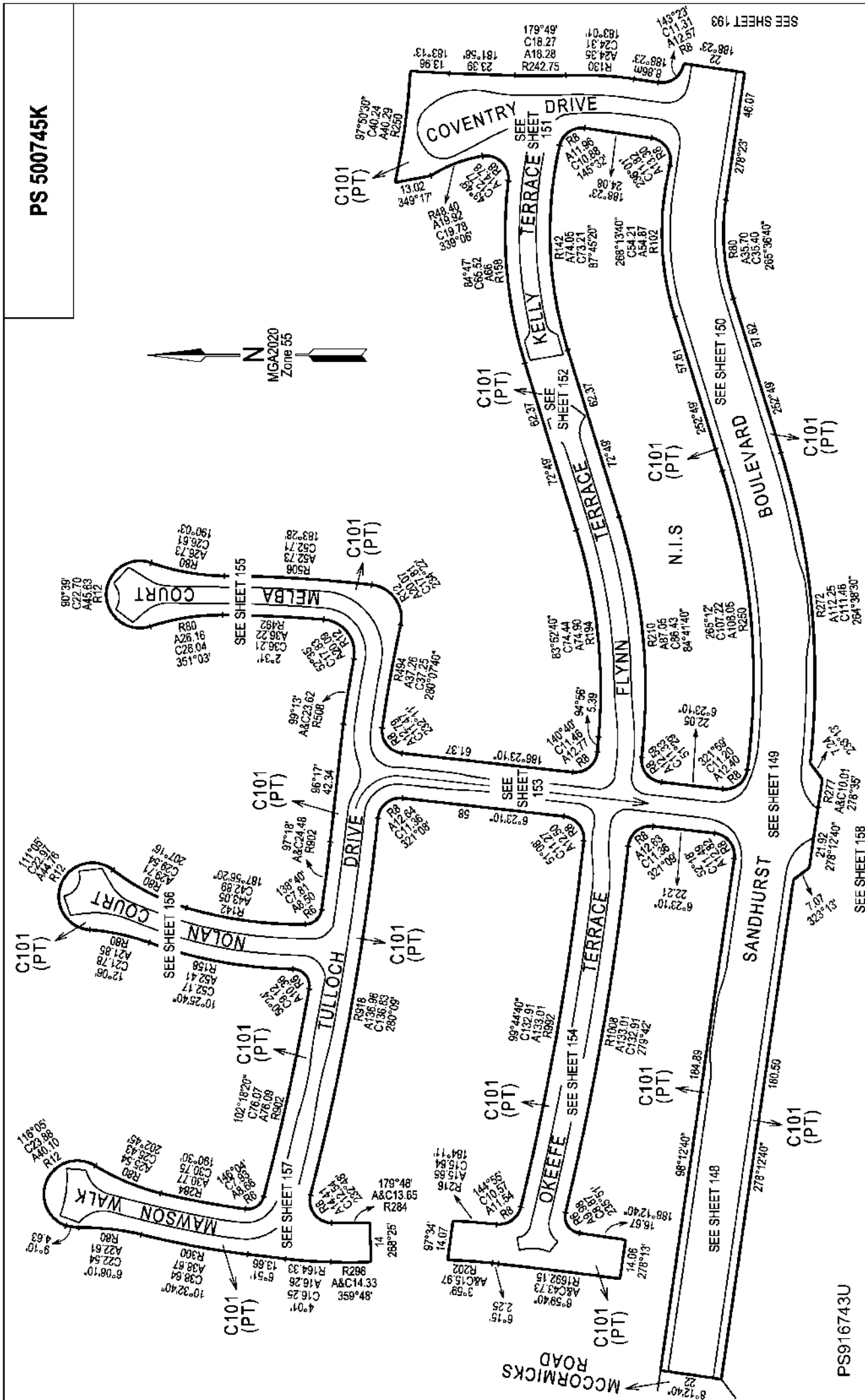
LENGTHS ARE IN METRES

REF. S10028 10.05.2011

VERSION 3

Sheet 145

PS 500745K

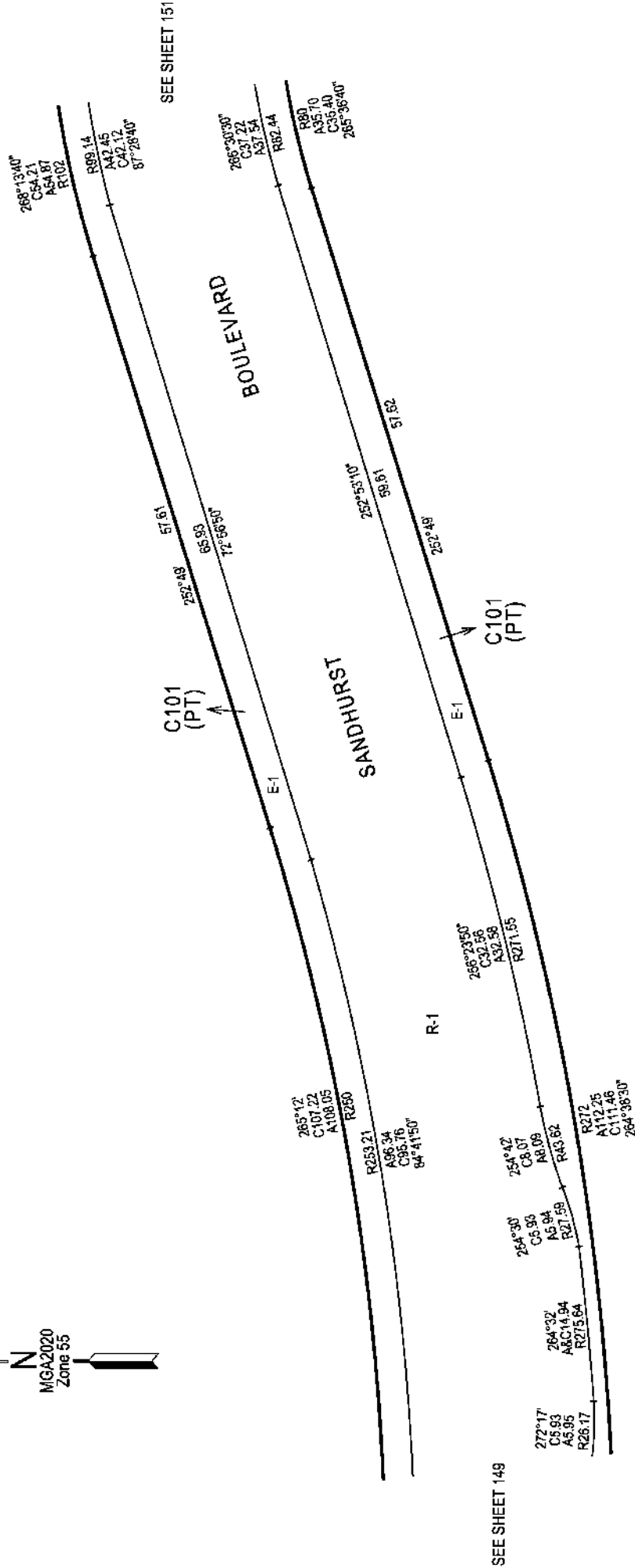
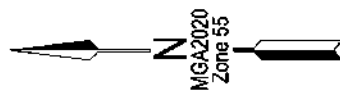


PS916743U		PS 500745K	
SCALE 1:1250		ORIGINAL SHEET SIZE: A3	
12.5 0 12.5 25 37.5 50		LENGTHS ARE IN METRES	
REF 1665		TOM MARKS	
VERSION: 1		SHEET 147	

CHARLOTTE DEGG
LAND DEVELOPMENT CONSULTANTS

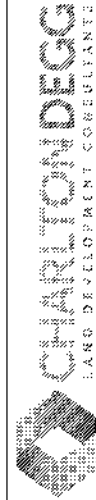
SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3380
PH (03) 9775 4555 www.charlotdegg.com.au

PS 500745K



SEE SHEET 151

SEE SHEET 149



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3880
PH (03) 9775 4555 www.charltondeeg.com.au

SCALE
1:400

4 0 4 8 12 16
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

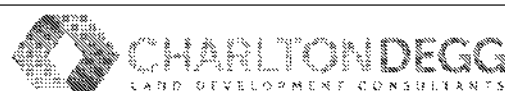
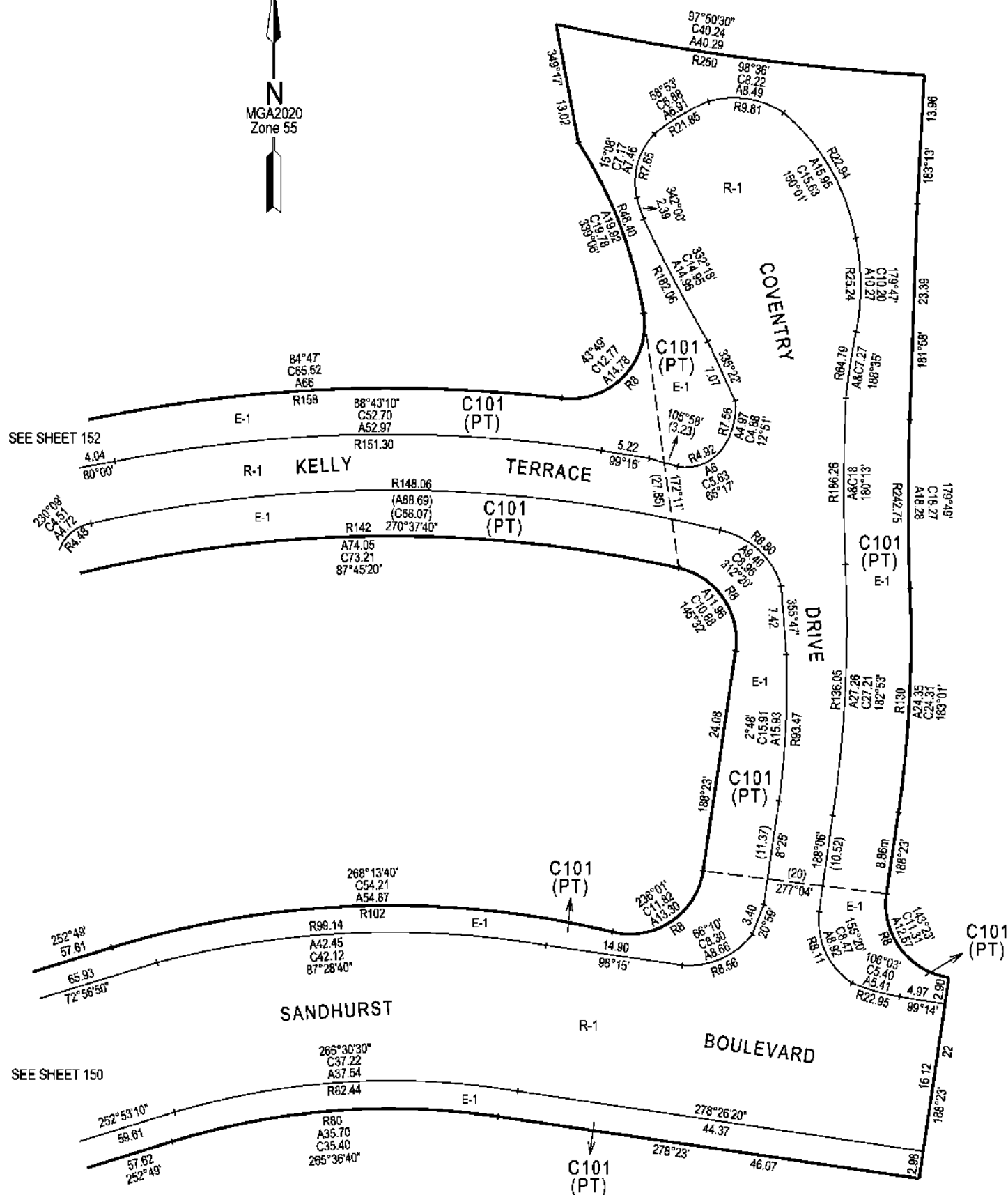
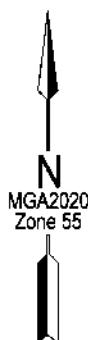
SHEET 150

REF 1665

TOM MARKS

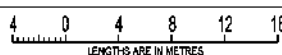
VERSION: 1

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:400



TOM MARKS

REF 1665

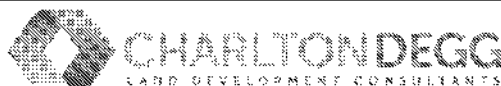
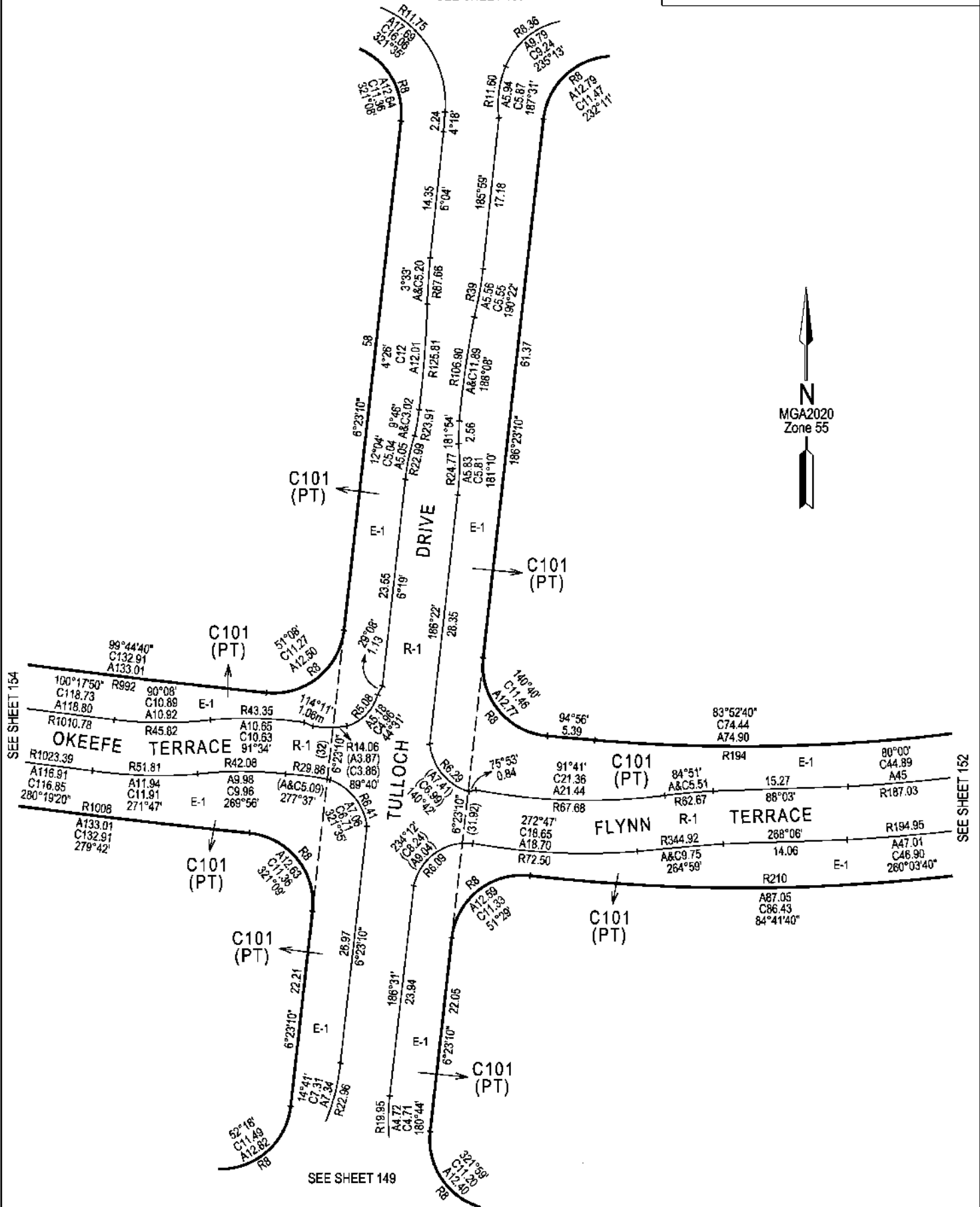
VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 151

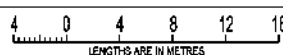
PS 500745K

SEE SHEET 155



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:400



ORIGINAL SHEET
SIZE: A3

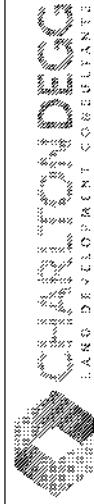
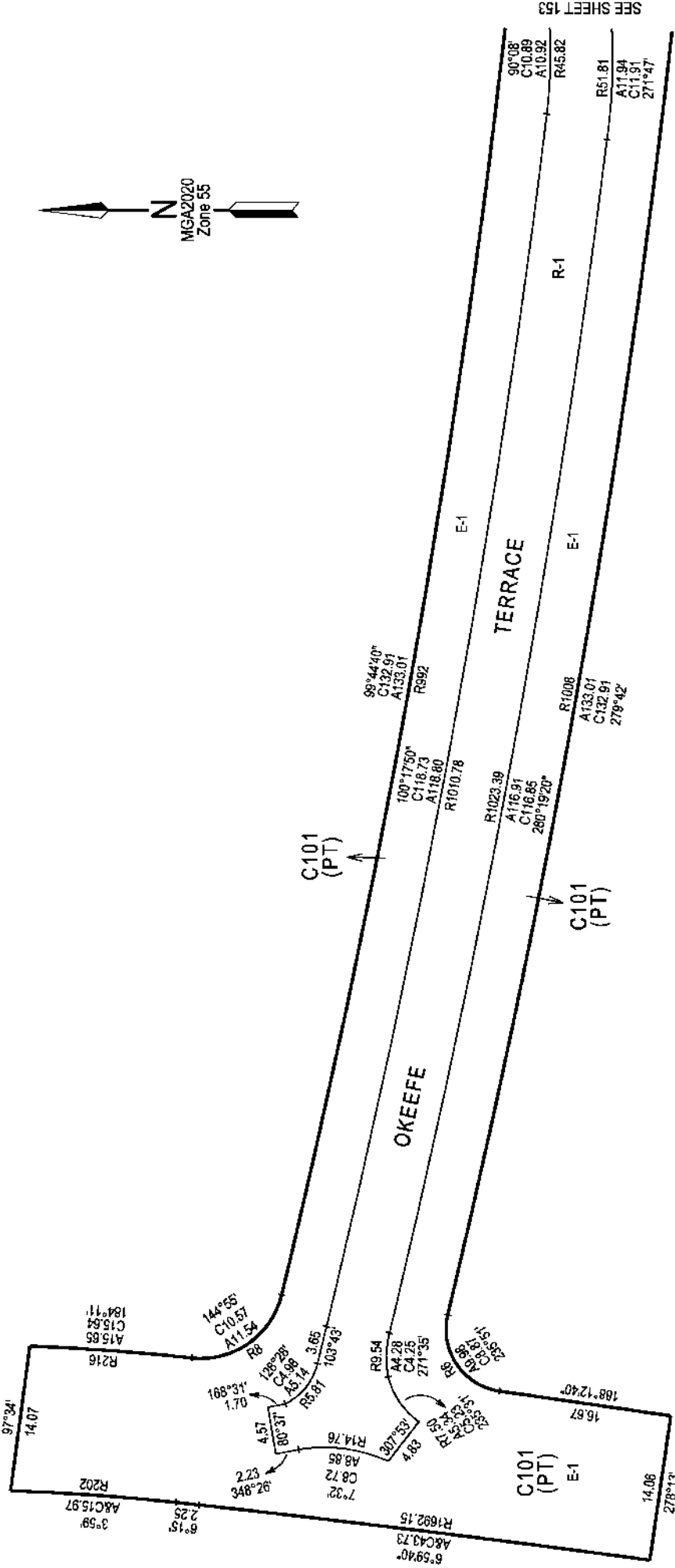
SHEET 153

TOM MARKS

REF 1665

VERSION: 1

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondeeg.com.au

SCALE
1:400

4 0 4 8 12 16
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

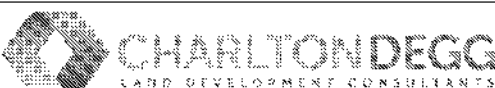
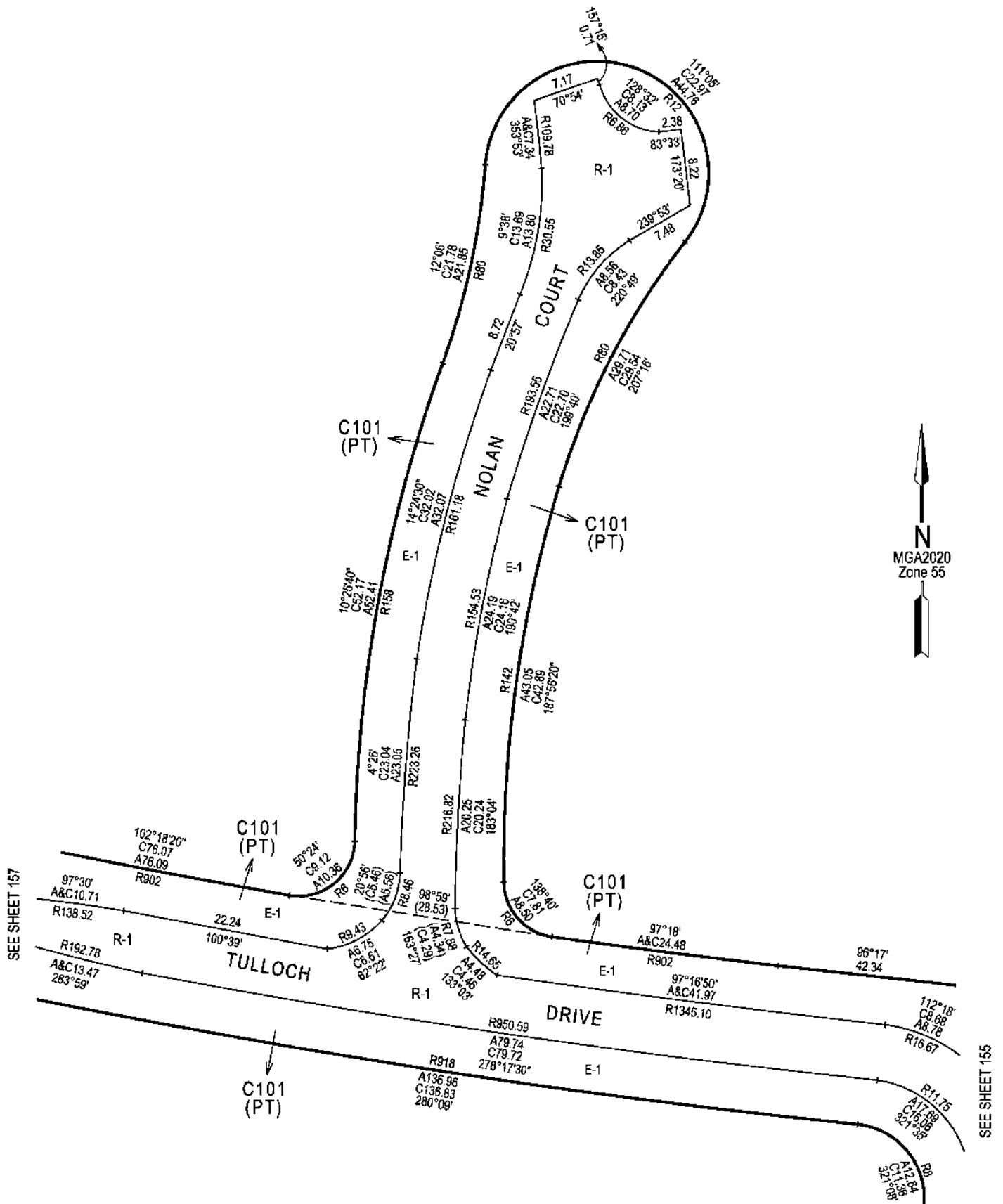
SHEET 154

TOM MARKS

VERSION: 1

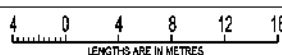
REF 1665

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:400



ORIGINAL SHEET
SIZE: A3

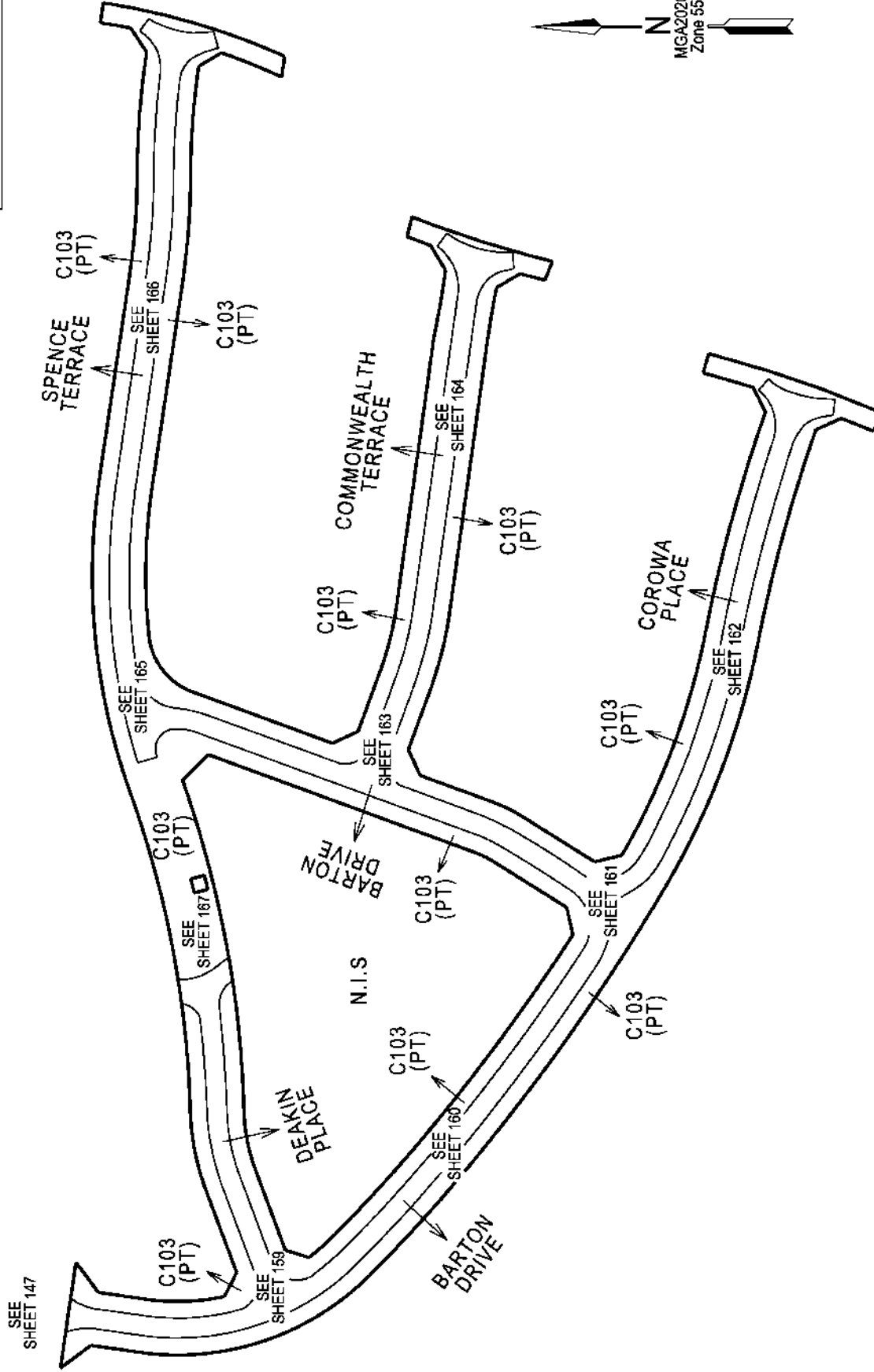
SHEET 156

TOM MARKS

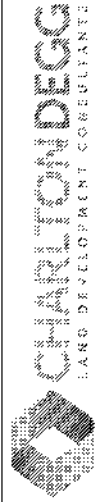
REF 1665

VERSION: 1

PS 500745K



PS916745Q



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:1250

12.5 0 12.5 25 37.5 50
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 158

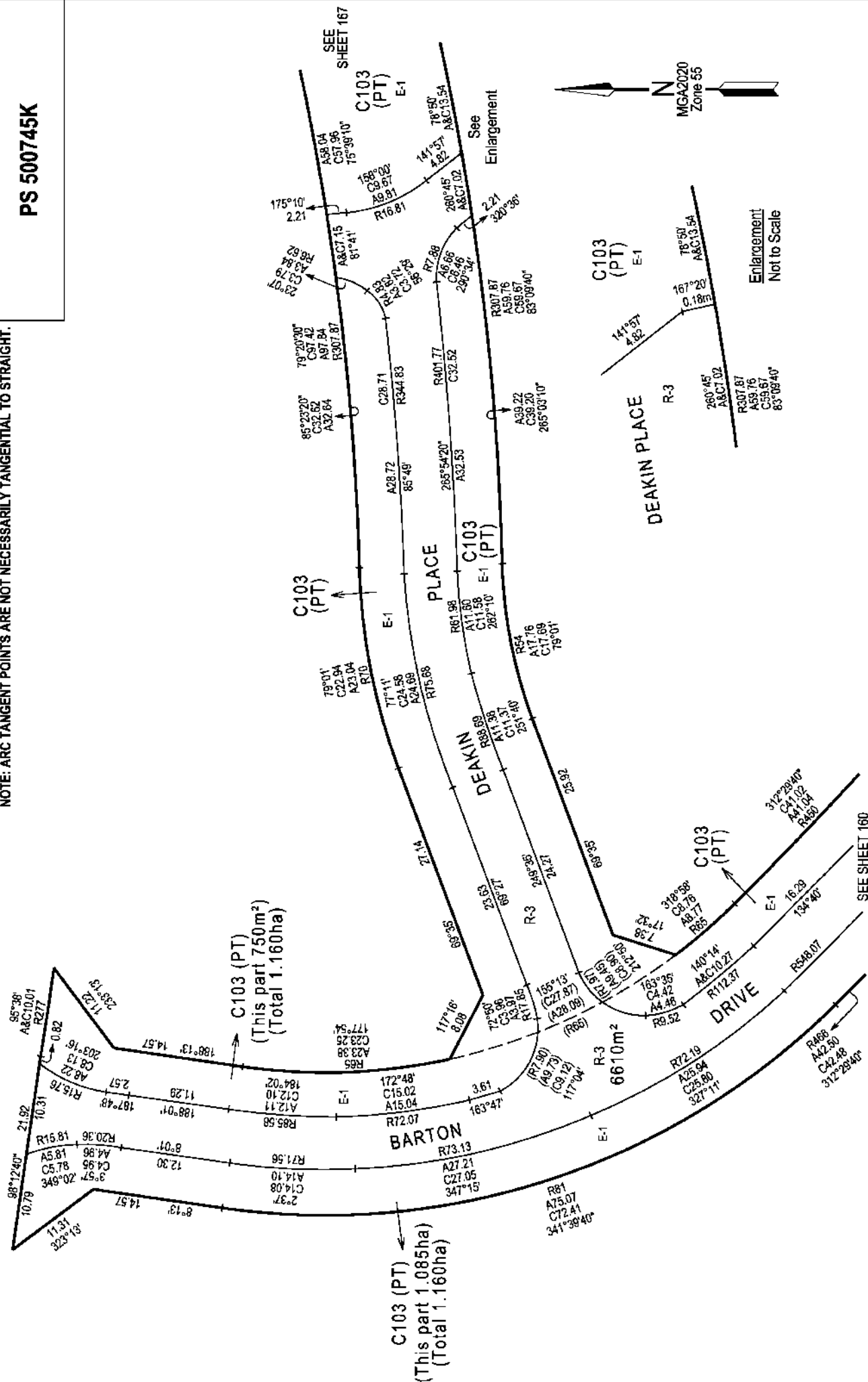
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TOM MARKS

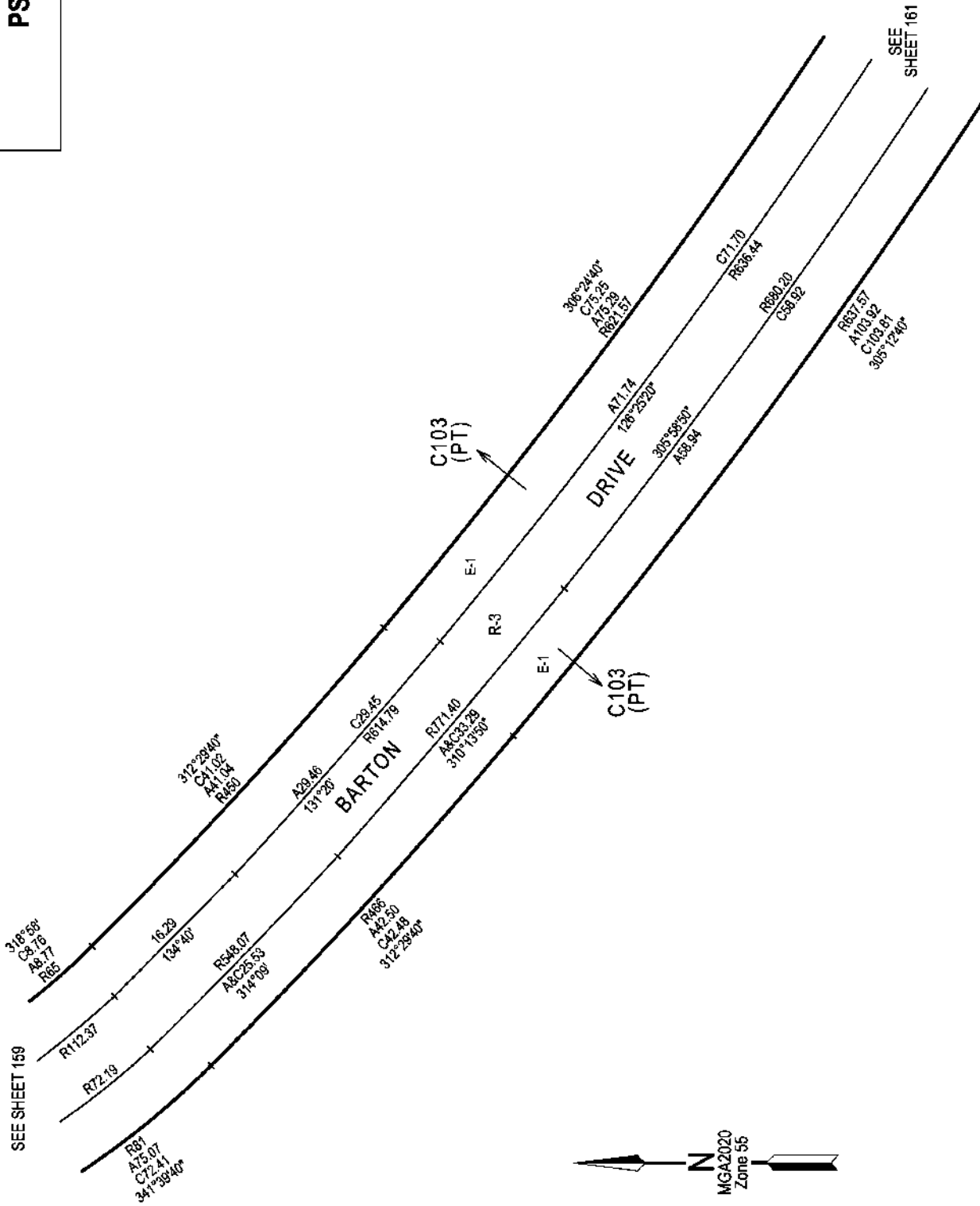
VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



PS 500745K



NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

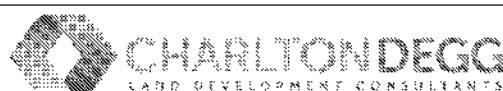
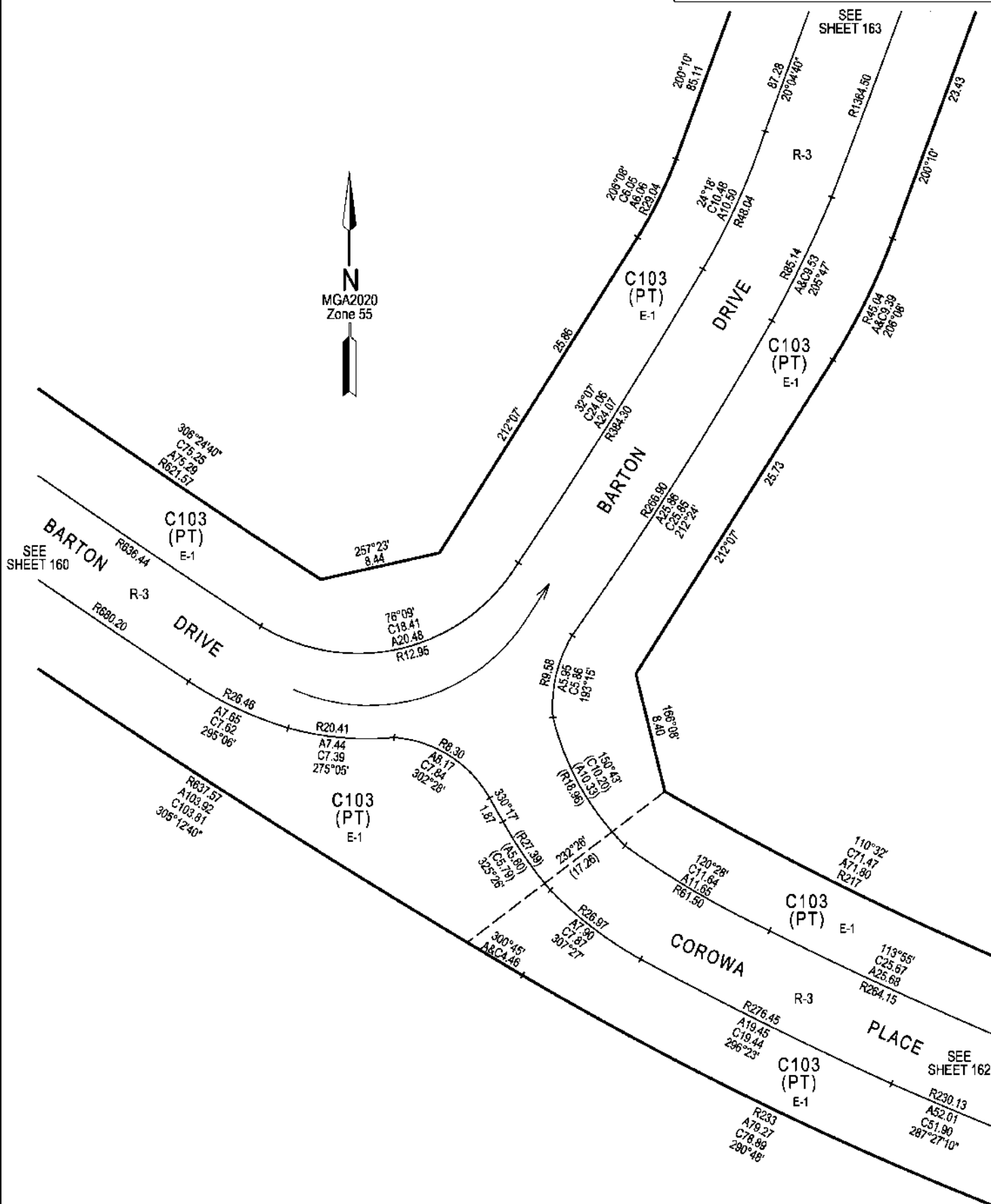
CHARLTON DEGG
LAND DEVELOPMENT CONSULTANTS

SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE 1:400	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 160
REF 1665	TOM MARKS	VERSION: 1	

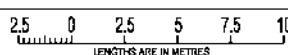
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:250



TOM MARKS

REF 1665

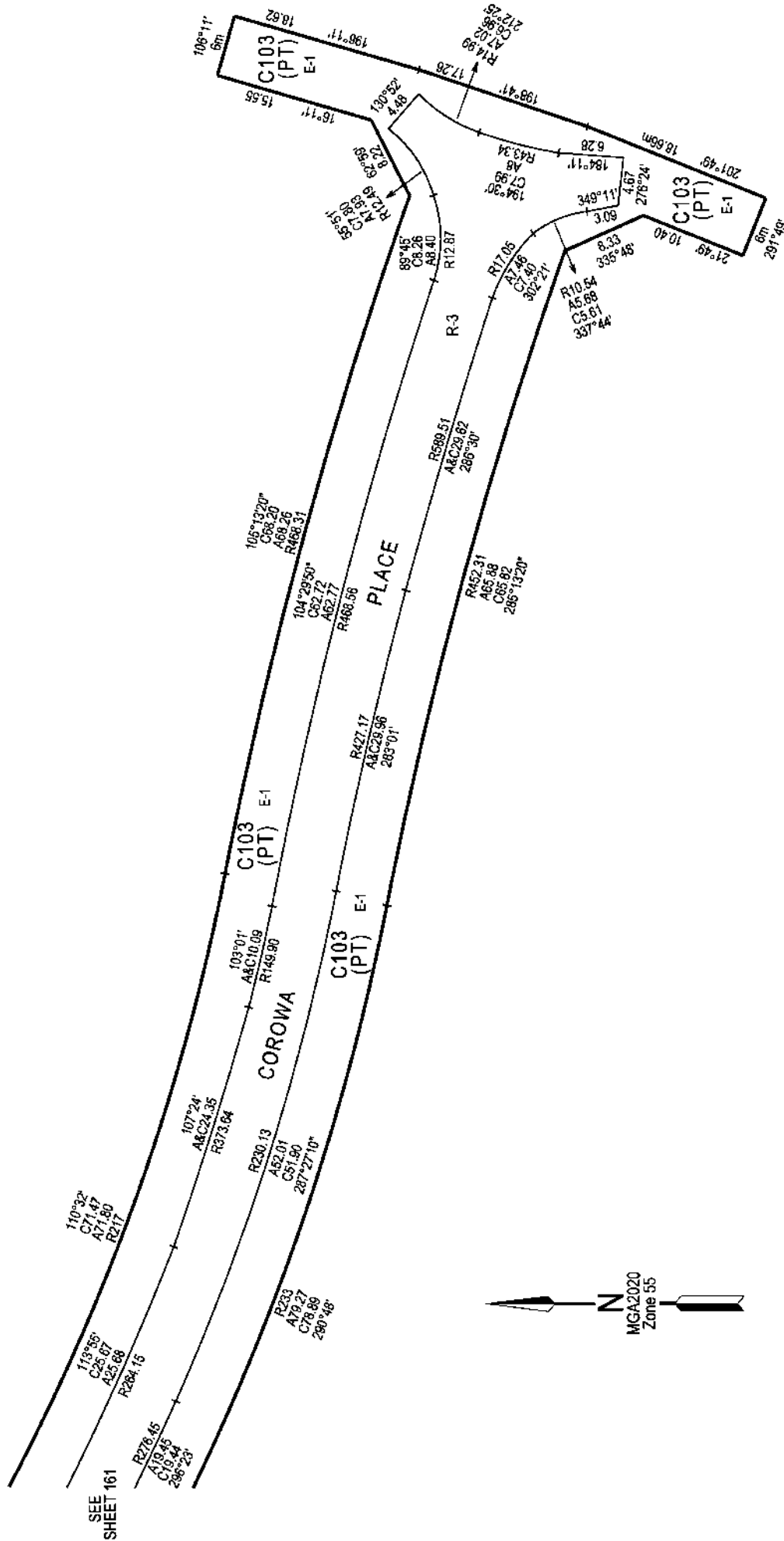
VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 161

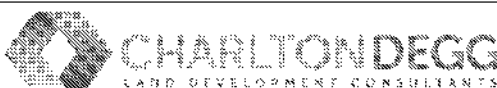
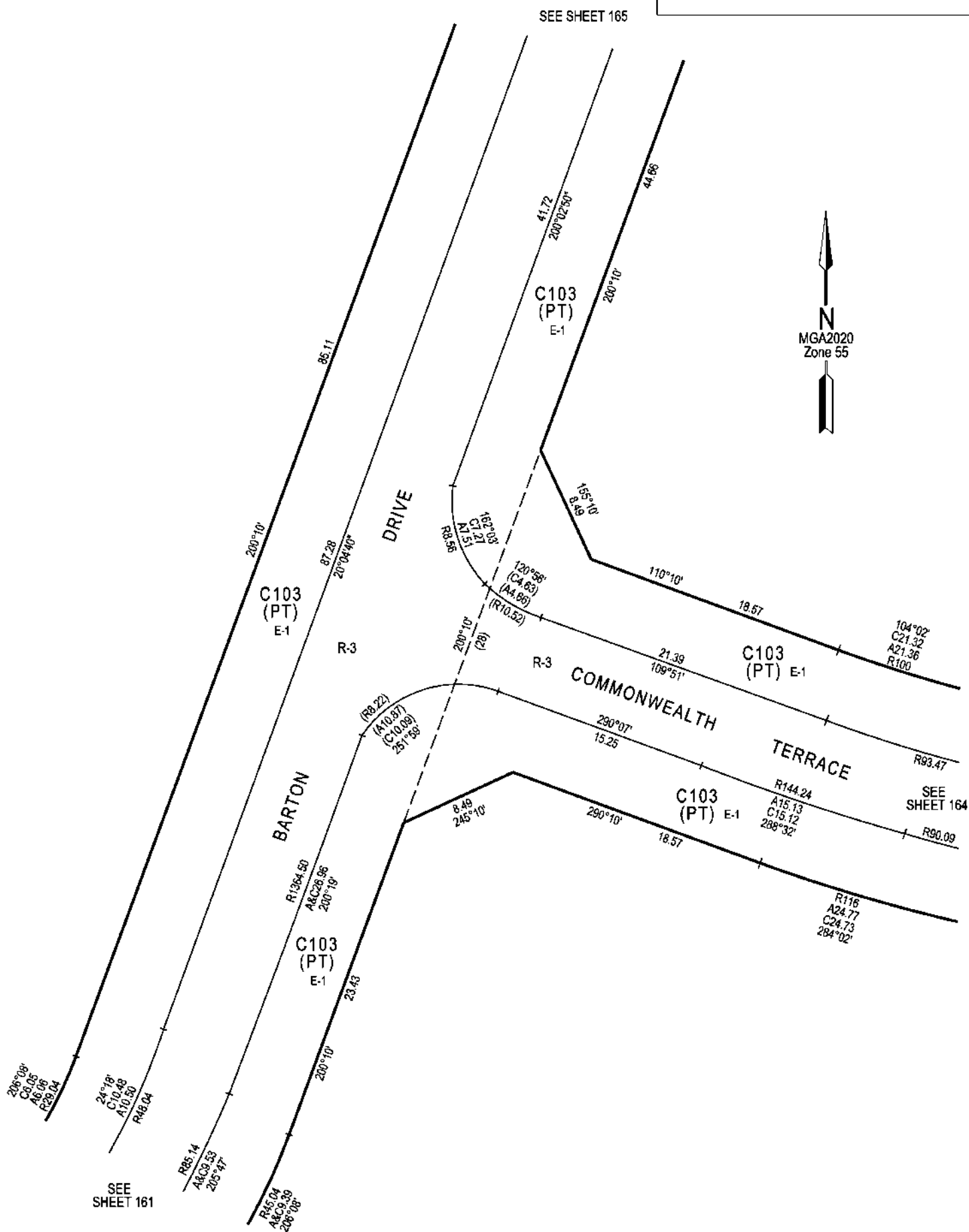
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



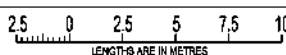
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:250



ORIGINAL SHEET
SIZE: A3

SHEET 163

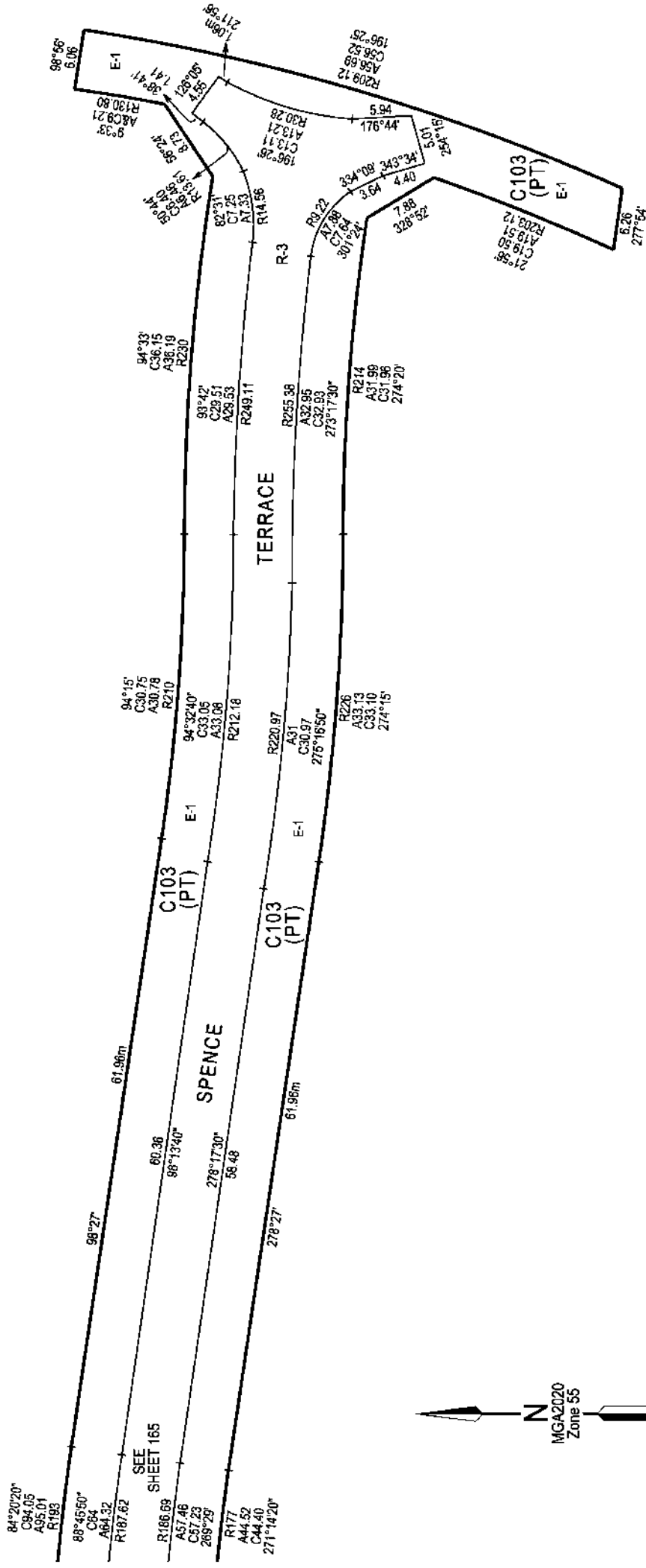
TOM MARKS

REF 1665

VERSION: 1

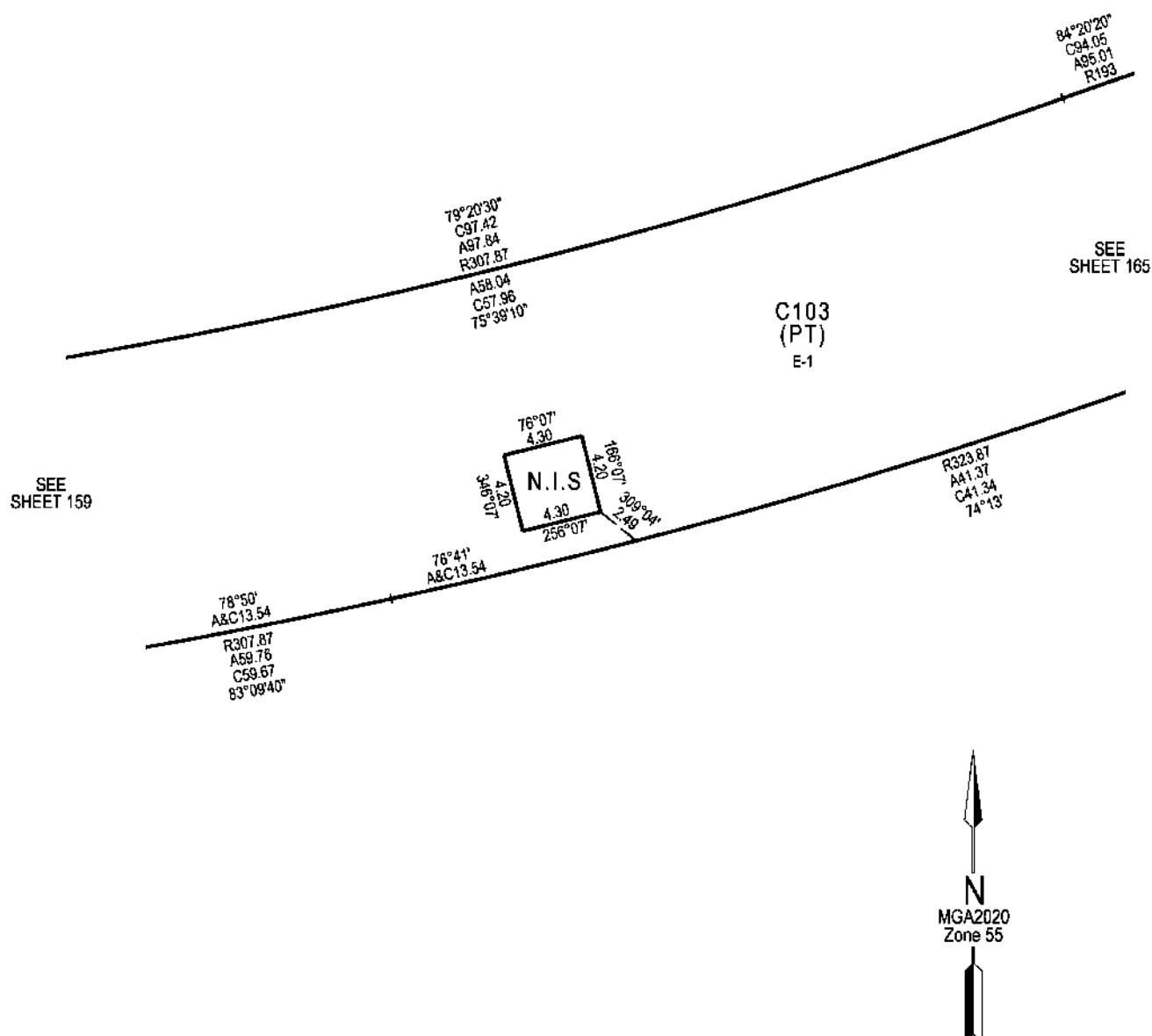
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

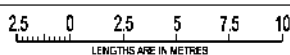
PS 500745K



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SCALE
1:250



TOM MARKS

REF 1665

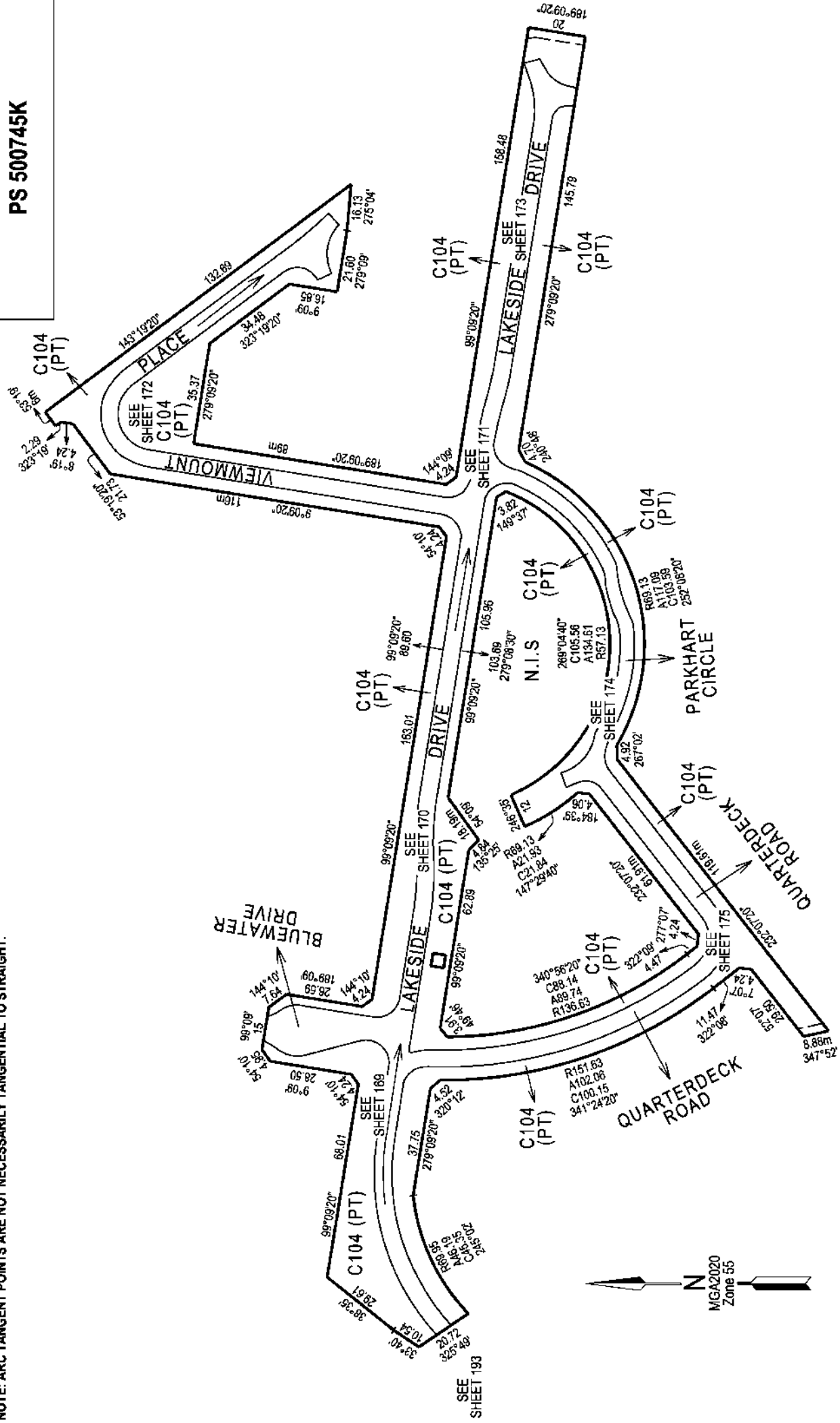
VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 167

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



PS916746N



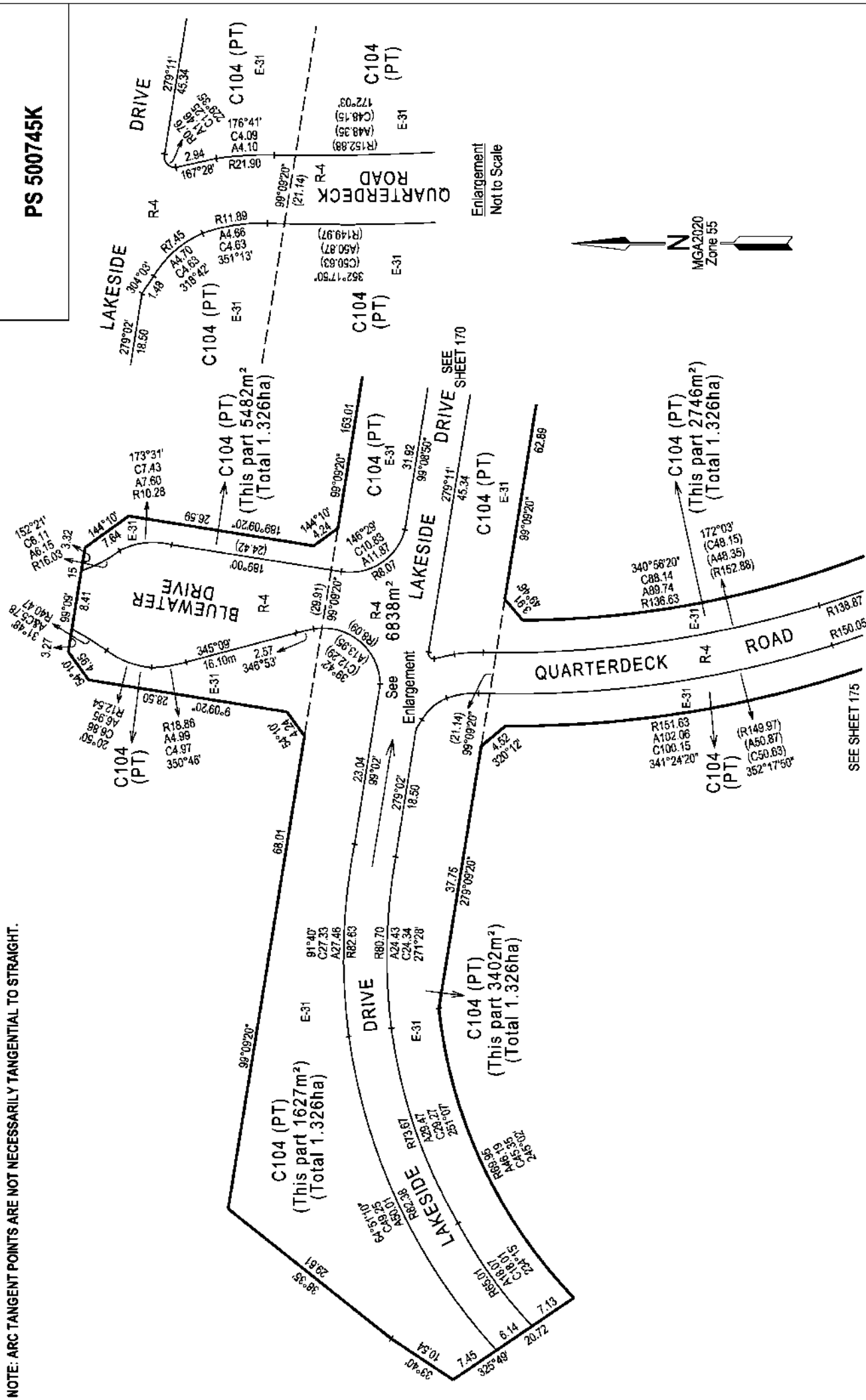
CHARLTON DEEG
LAND DEVELOPMENT CONSULTANTS

SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3380
PH (03) 9775 4555 www.charltondeeg.com.au

SCALE 1:1250		12.5 0 12.5 25 37.5 50 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE: A3	SHEET 168
REF 1665		TOM MARKS		VERSION: 1	

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

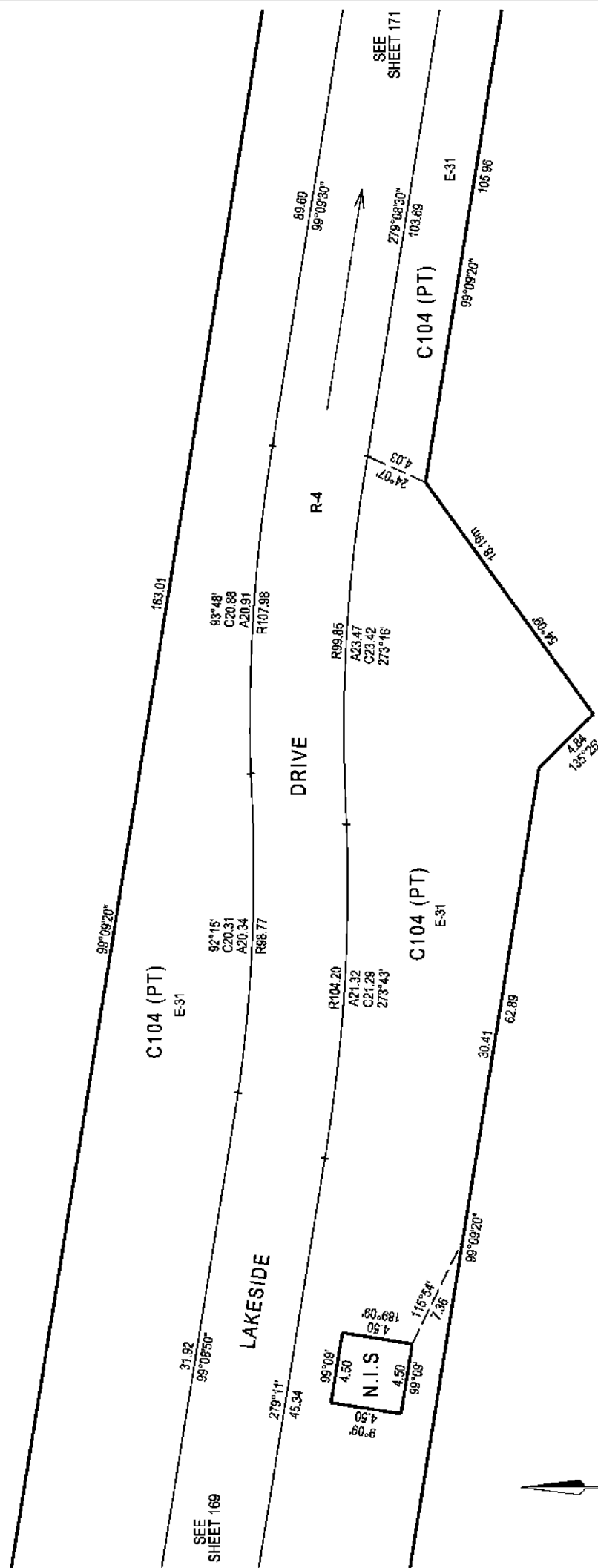
PS 500745K



 CHARLTON DEGG LAND DEVELOPMENT CONSULTANTS							
SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3390 PH (03) 9775 4555 www.charltondegg.com.au							
		SCALE 1:500		5 0 5 10 15 20 LENGTH IN METRES		ORIGINAL SHEET SIZE: A3	
						SHEET 169	

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



CARTER CENTER
LAND DEVELOPMENT CONSULTANTS

SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3980
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TOM MARKS

REF 1665

VERSION: 1

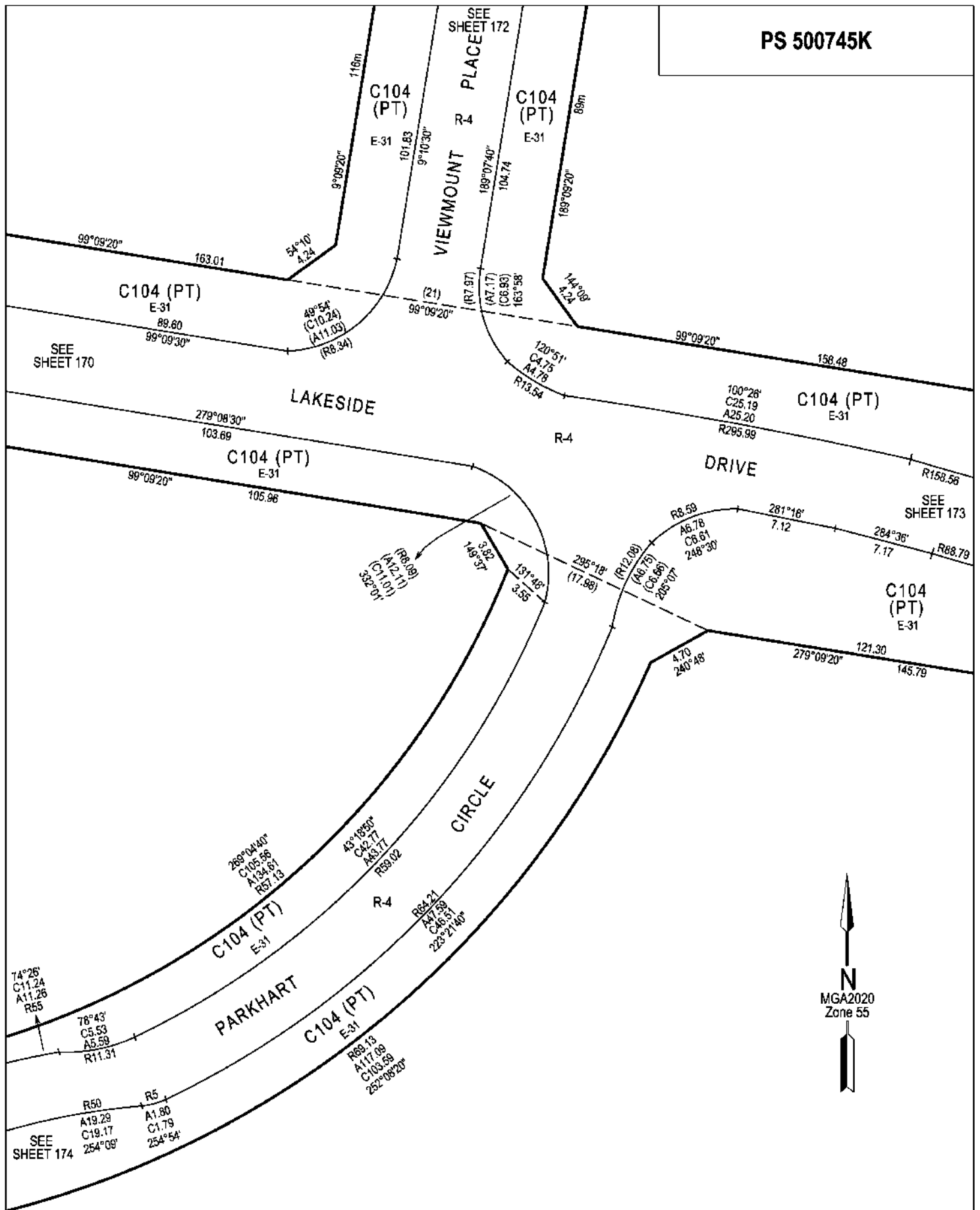
SCALE
1-250

LENGTHS ARE IN METRES

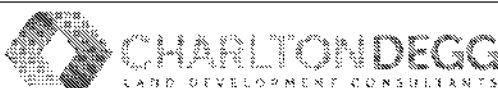
ORIGINAL SHEET
SIZE: A3

SHEET 170

PS 500745K



NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 171

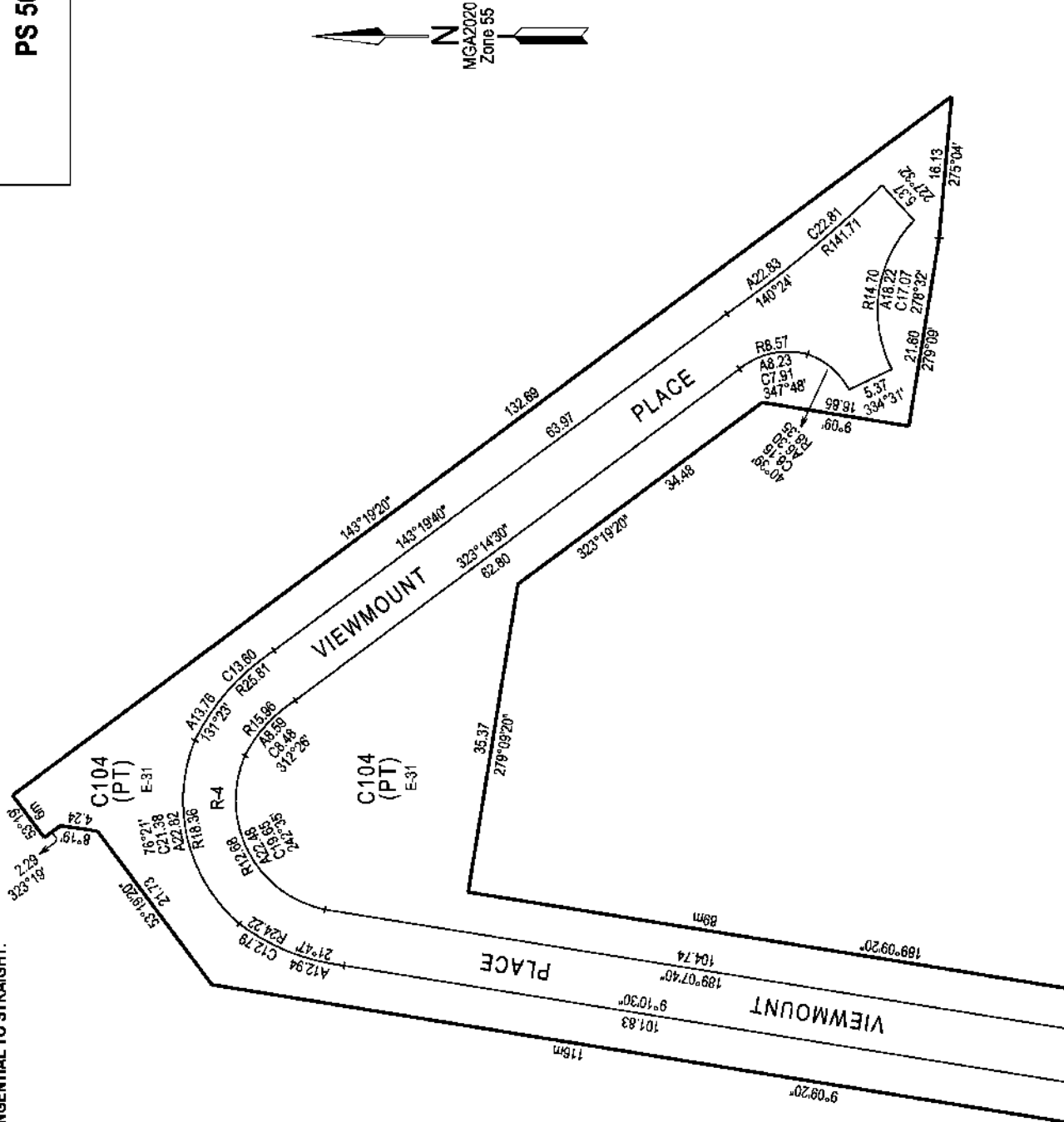
TOM MARKS

REF 1665

VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



SEE SHEET 171

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LAND DEVELOPMENT CONSULTANTS
SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3880
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SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

REF 1665

TOM MARKS

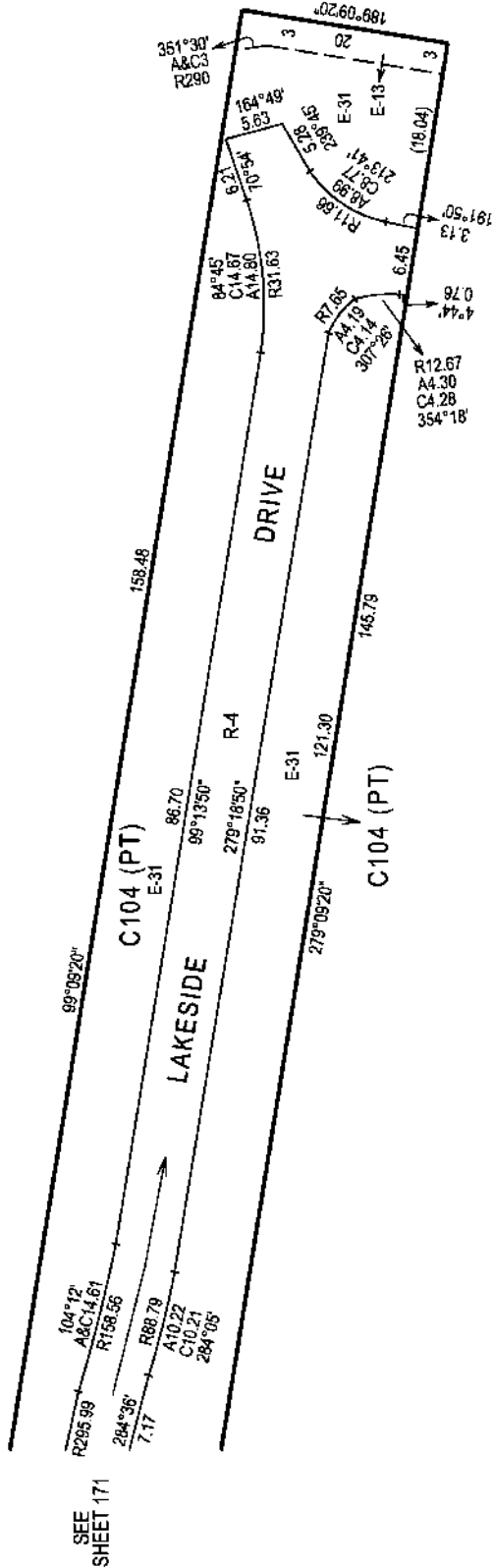
VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 172

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

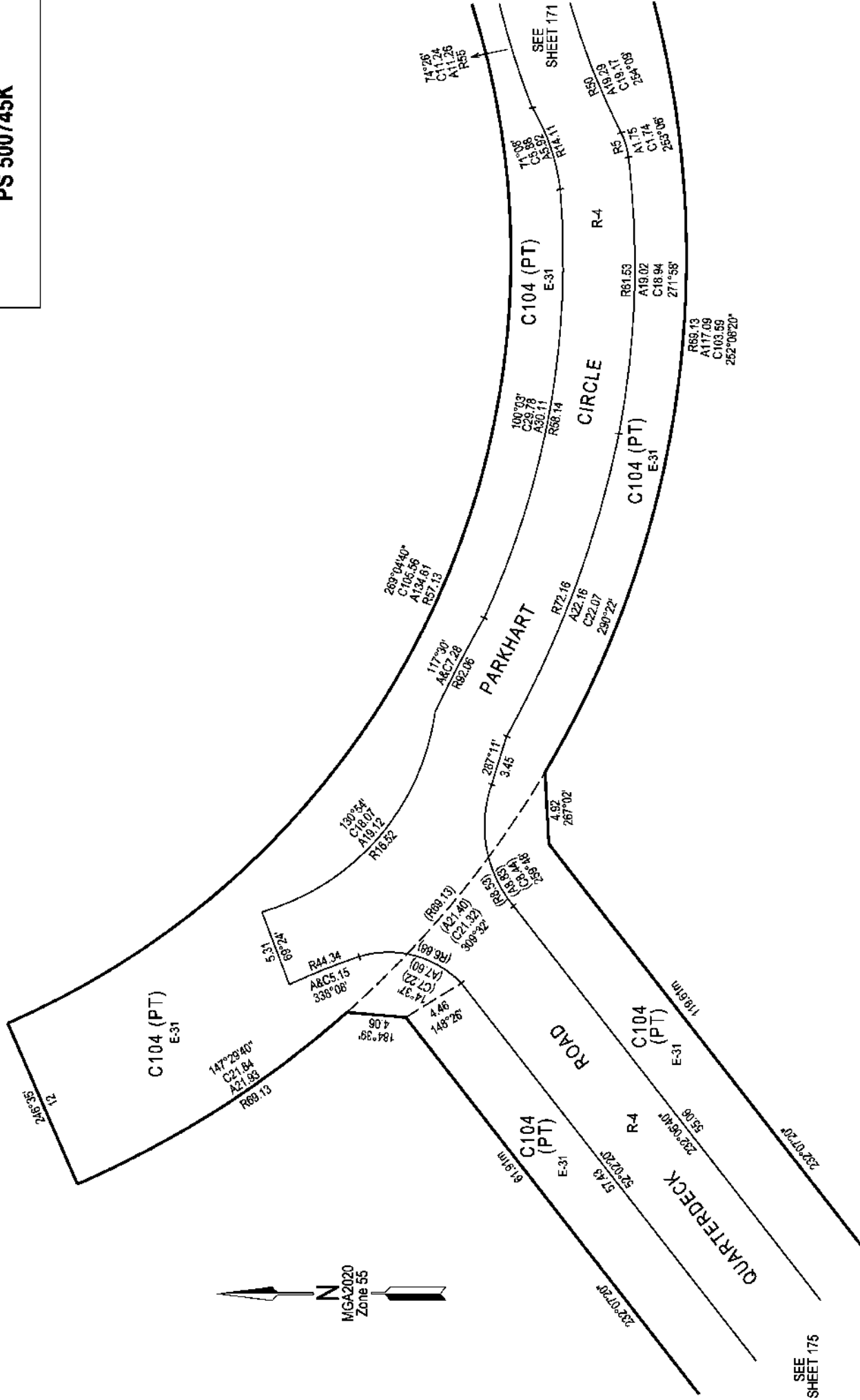


CHARLTON DEGG
LAND DEVELOPMENT CONSULTANTS
SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3380
PH (03) 9775 4555 www.charltondegg.com.au

SCALE 1:500	5 0 5 10 15 20 LENGTH IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 173
REF 1665	TOM MARKS	VERSION: 1	

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



SEE SHEET 175

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LAND DEVELOPMENT CONSULTANTS
SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:250

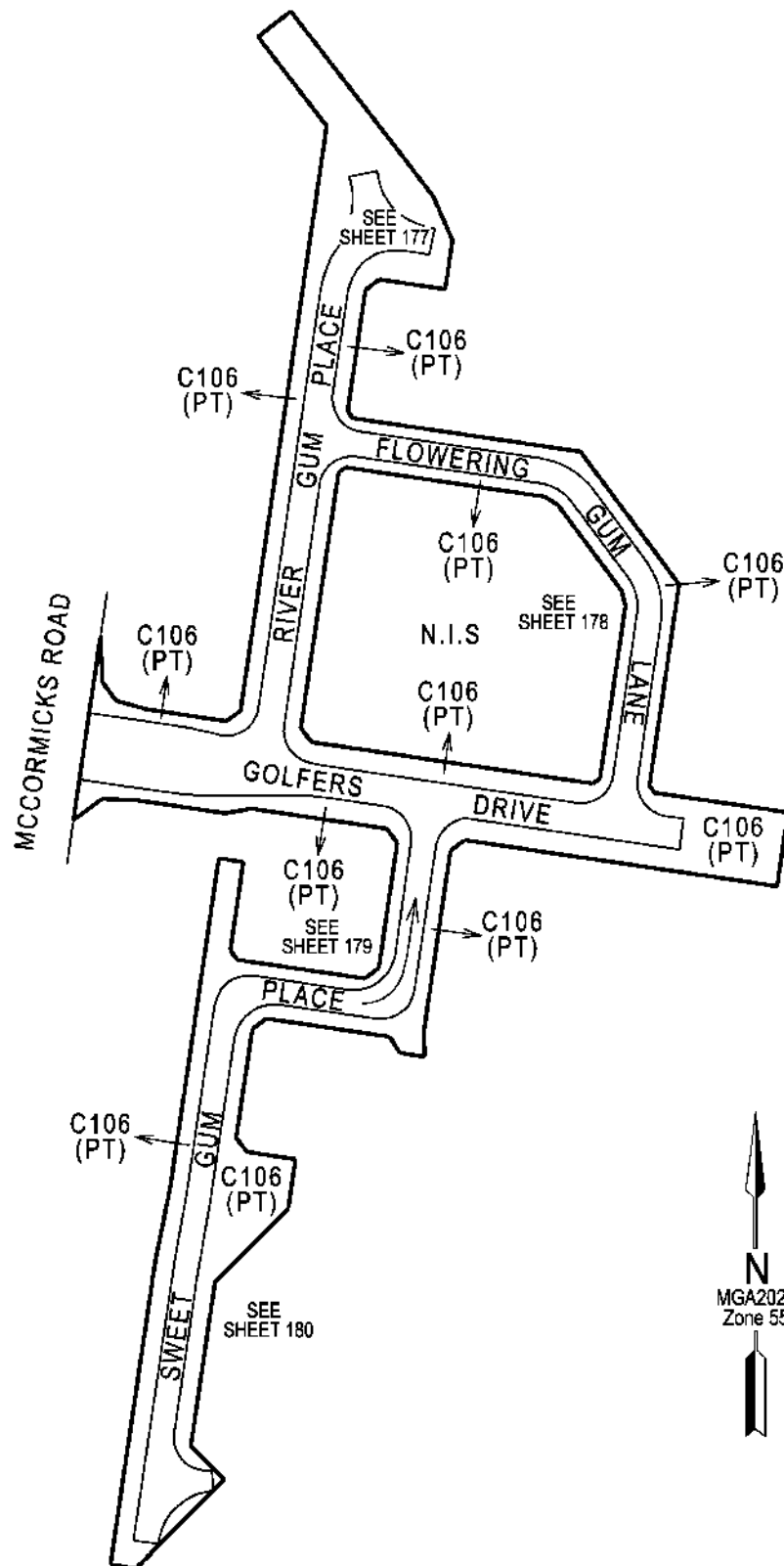
2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 174

REF 1665
TOM MARKS
VERSION: 1

PS 500745K



PS916748J



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:1250

12.5 0 12.5 25 37.5 50
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 176

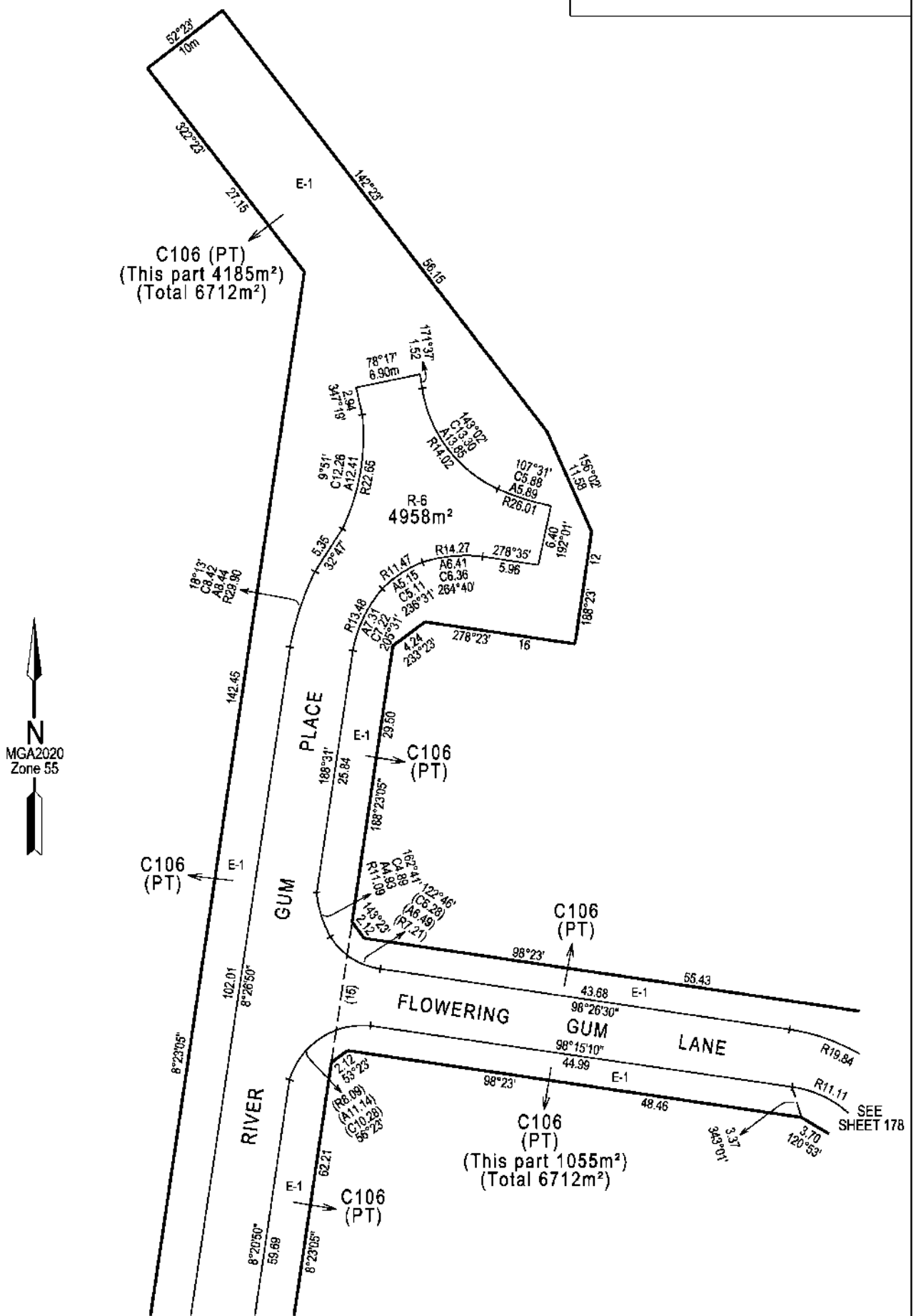
TOM MARKS

REF 1665

VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

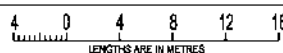
PS 500745K



CHARLTONDEGG
LAND DEVELOPMENT CONSULTANTS

SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:400



TOM MARKS

REF 1665

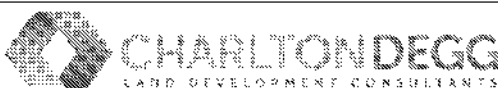
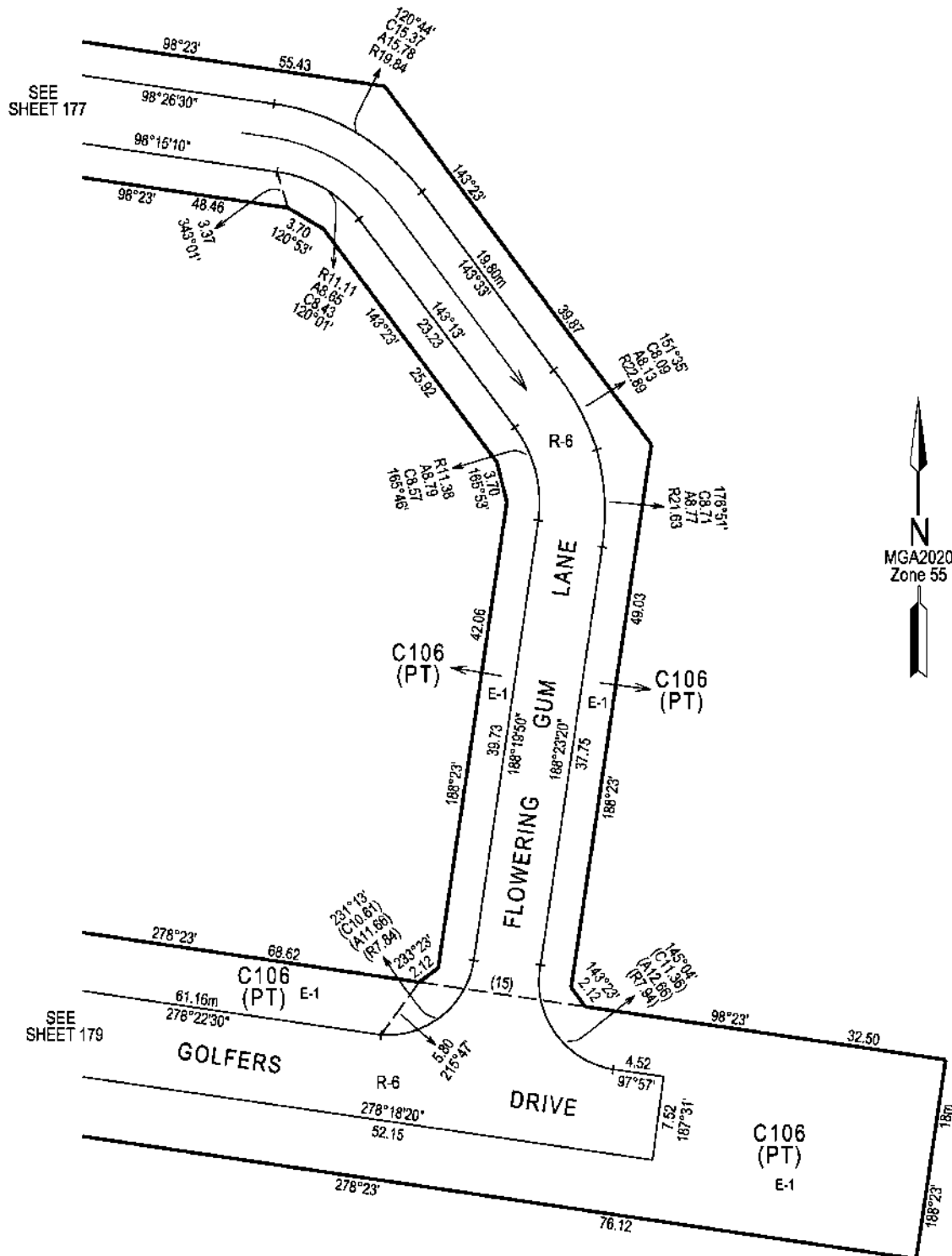
VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 177

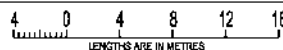
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:400



TOM MARKS

REF 1665

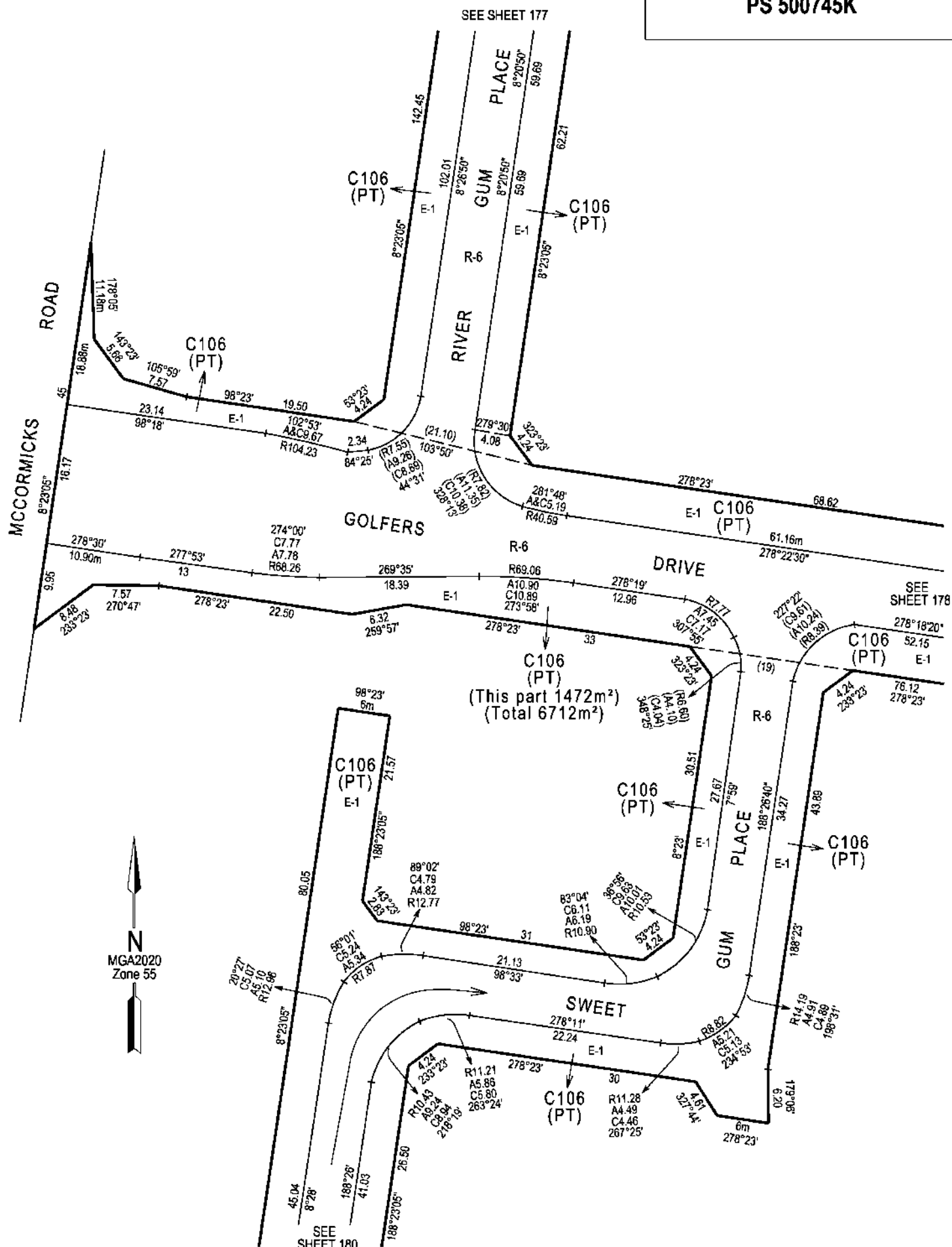
VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 178

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

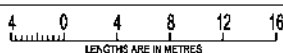
PS 500745K



CHARLTON DEGG
FABRIC PERFORMANCE CONSULTANTS

SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:400



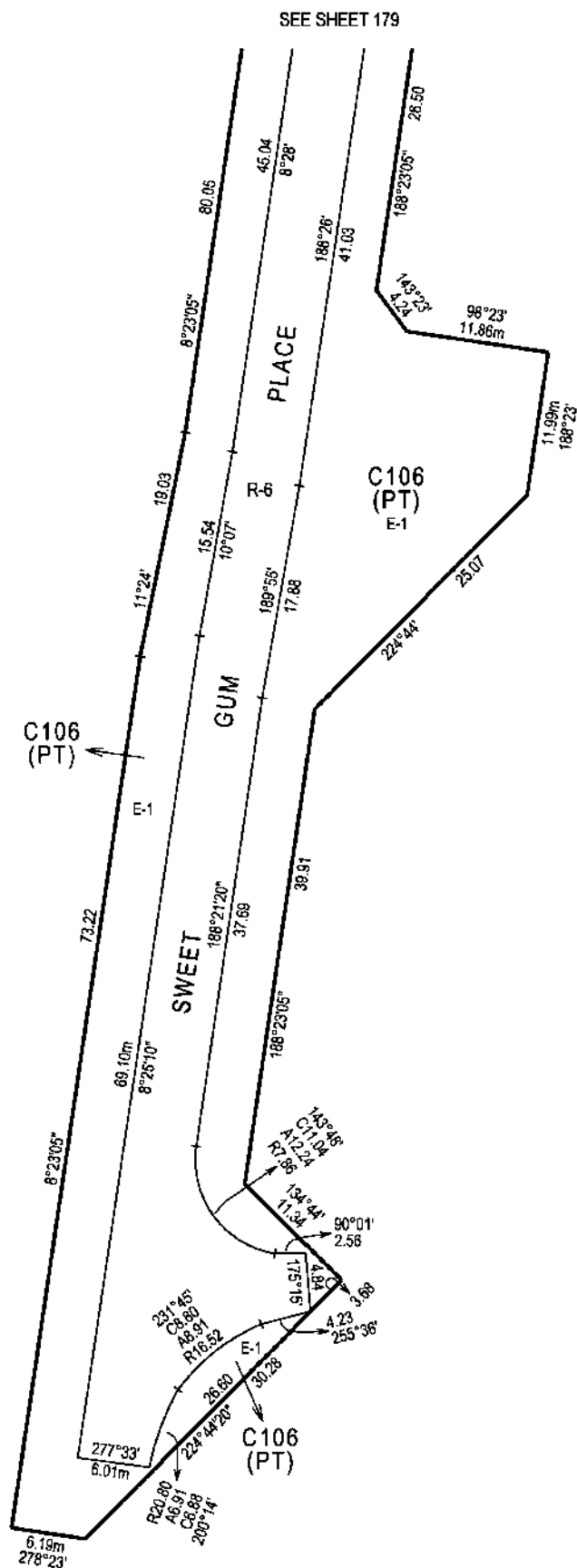
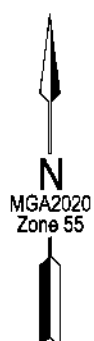
TOM MARKS

REF 1665

VERSION: 1

ORIGINAL SHEET
SIZE: A3

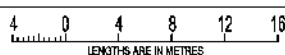
SHEET 179



CHARLTON DEGG
CARTOONIST

SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:400



ORIGINAL SHEET
SIZE: A3

SHEET 180

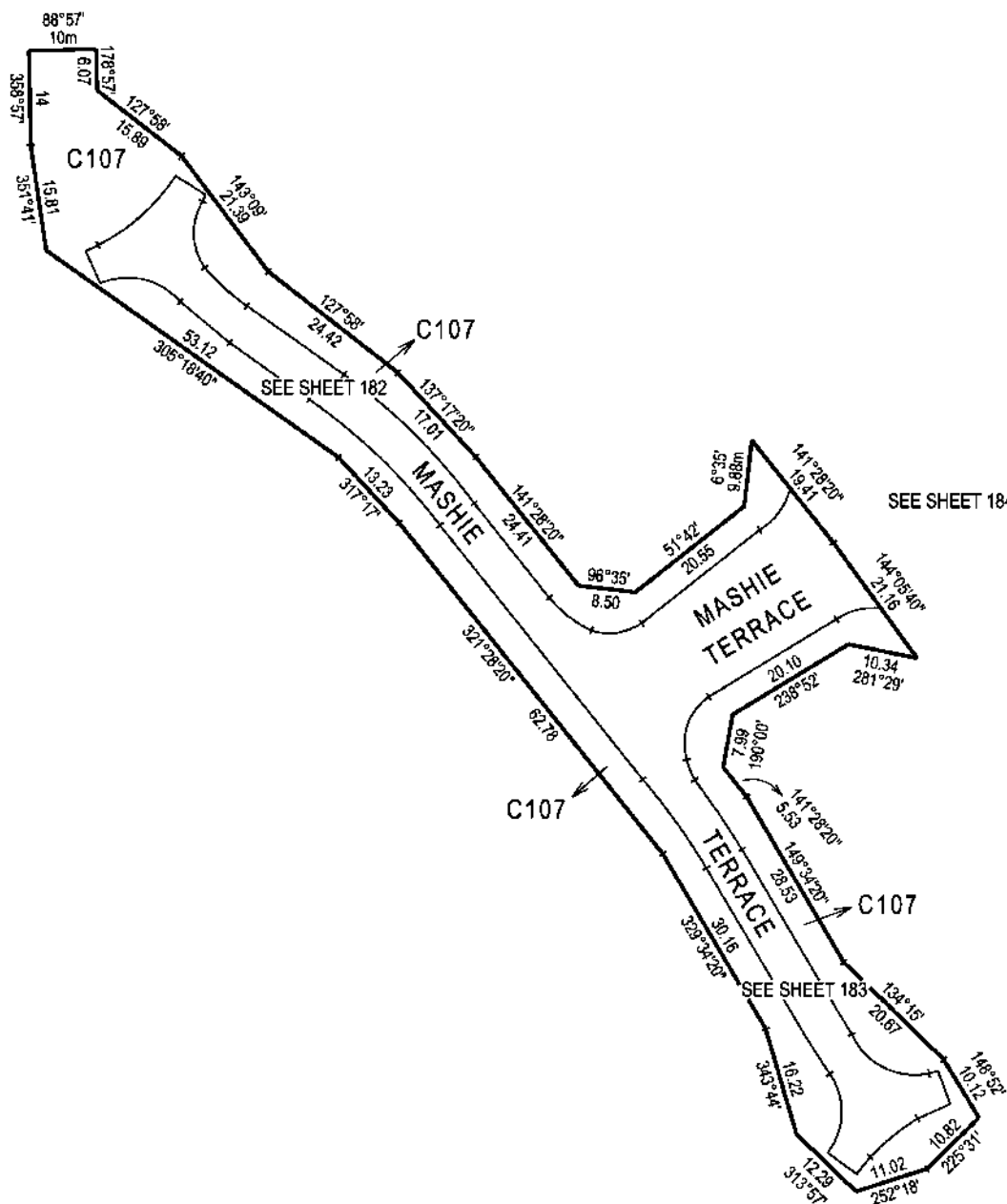
TOM MARKS

REF 1665

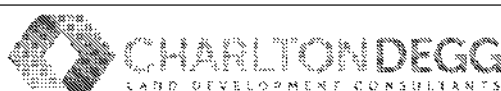
VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

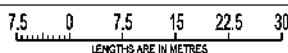


PS916749G



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:750



TOM MARKS

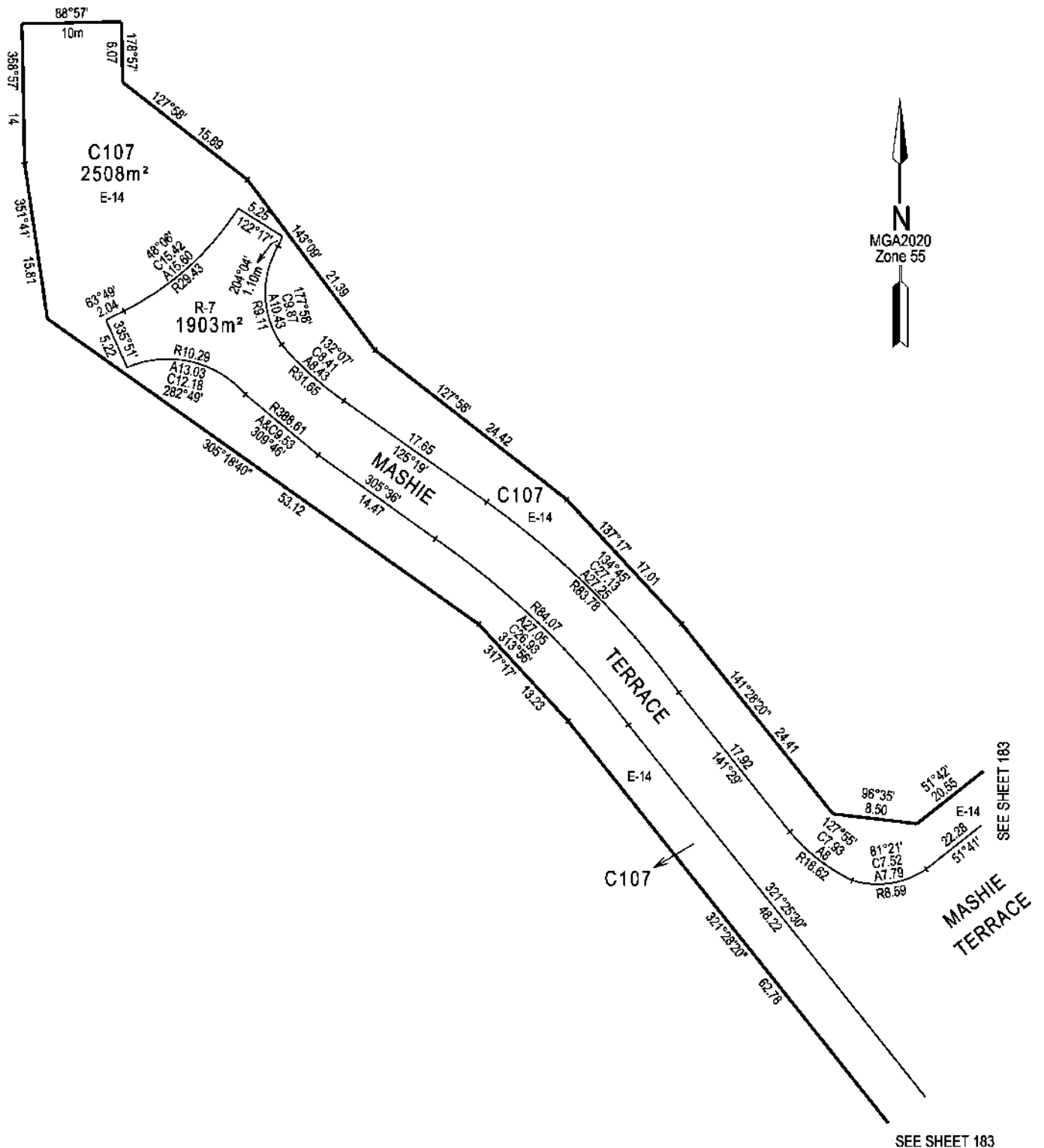
REF 1665

VERSION: 1

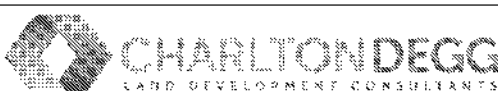
ORIGINAL SHEET
SIZE: A3

SHEET 181

PS 500745K

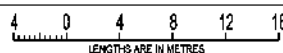


NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:400



TOM MARKS

REF 1665

VERSION: 1

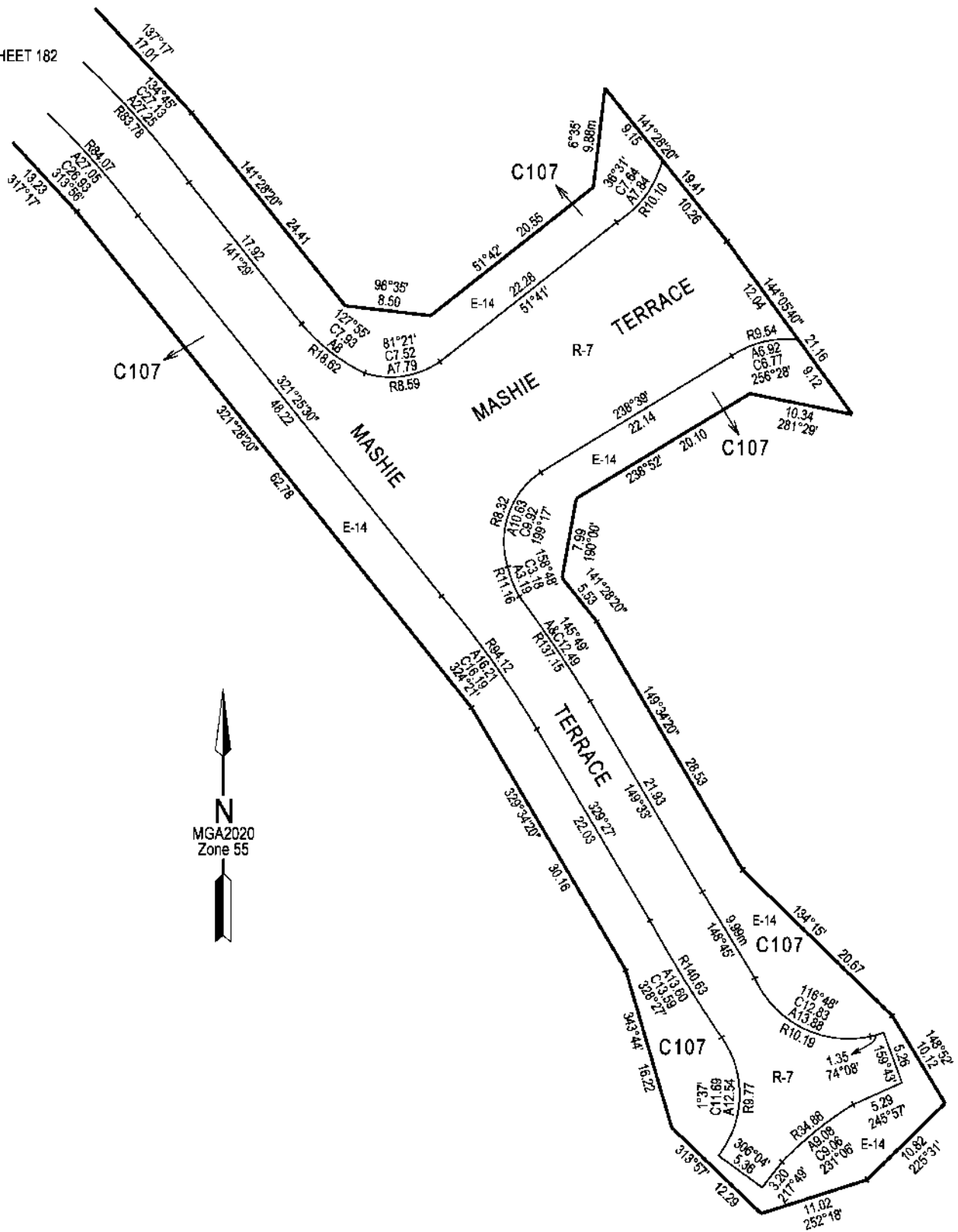
ORIGINAL SHEET
SIZE: A3

SHEET 182

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

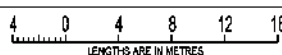
PS 500745K

SEE SHEET 182



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:400



TOM MARKS

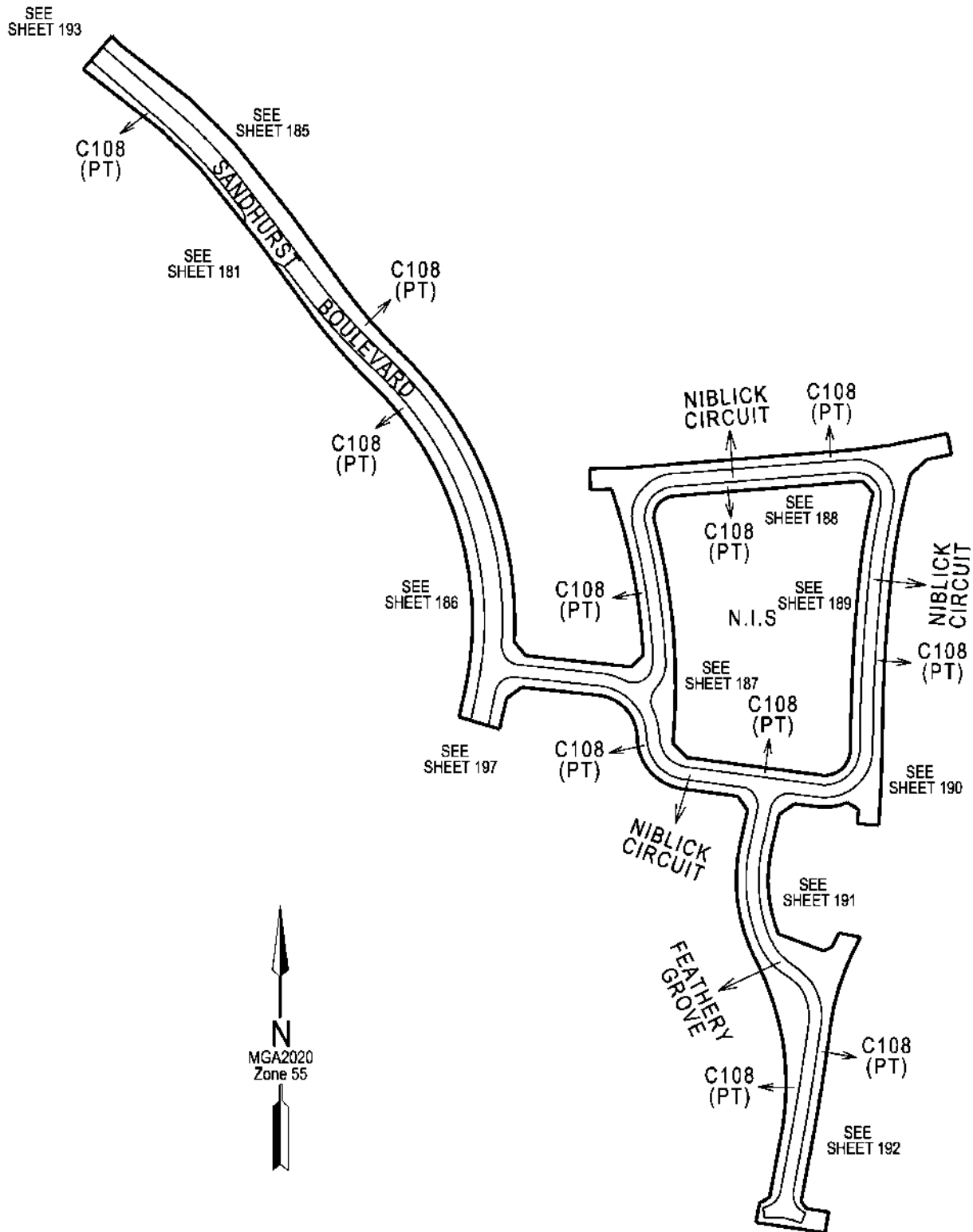
REF 1665

VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 183

PS 500745K

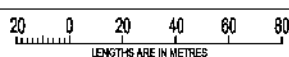


PS916750X



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:2000



ORIGINAL SHEET
SIZE: A3

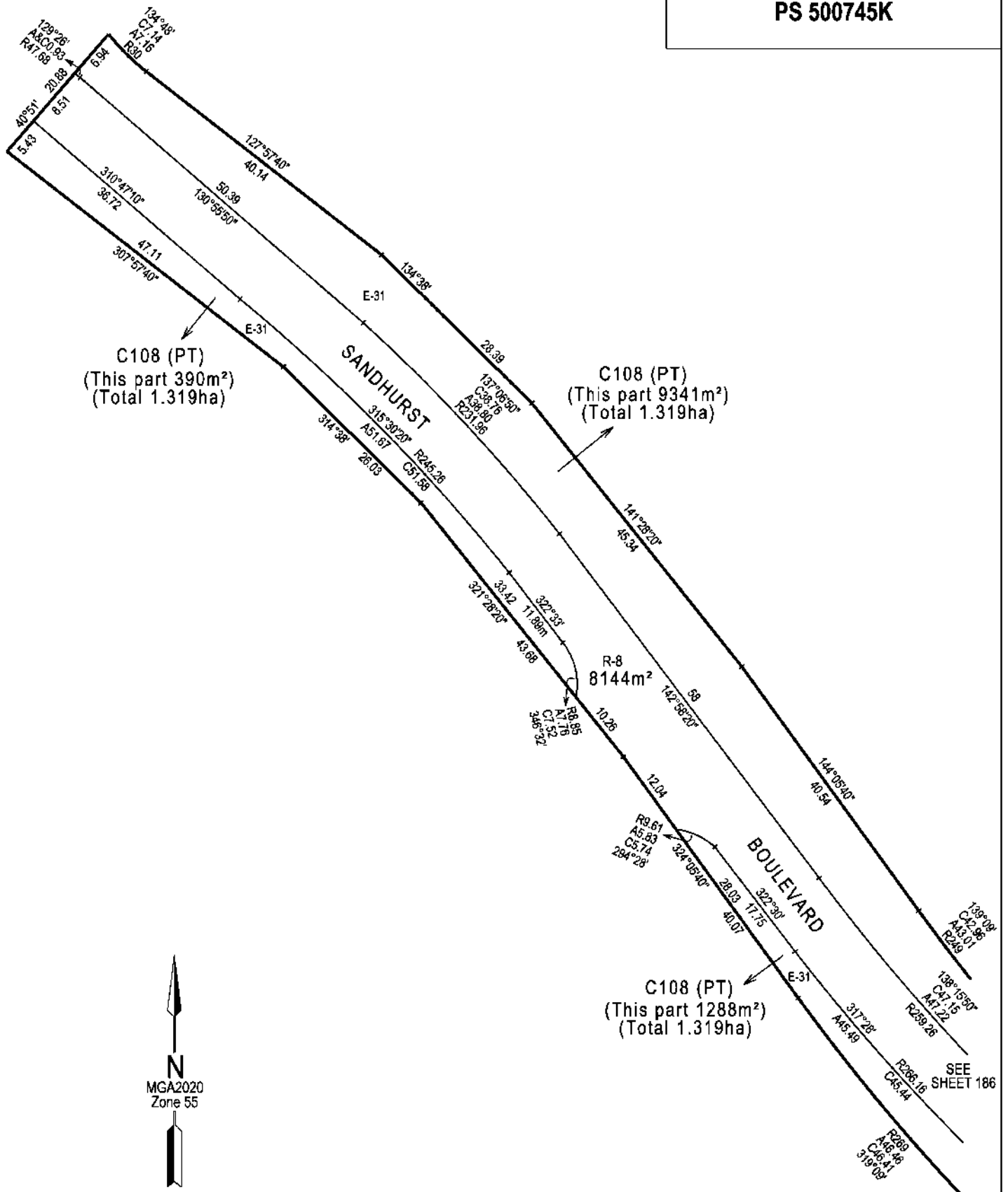
SHEET 184

TOM MARKS

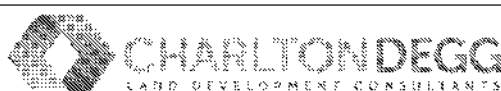
REF 1665

VERSION: 1

PS 500745K

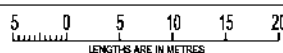


NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:500



TOM MARKS

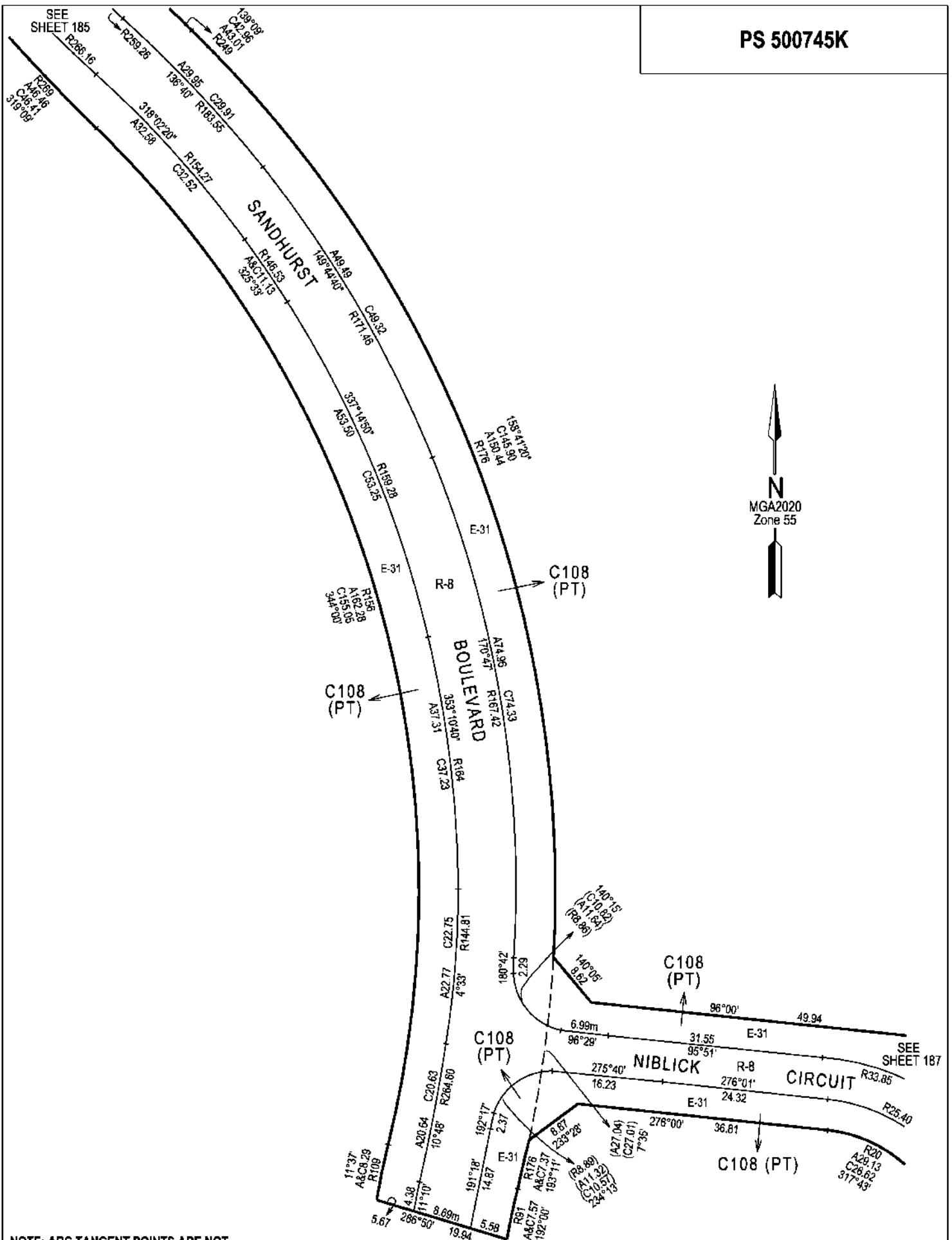
REF 1665

VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 185

PS 500745K

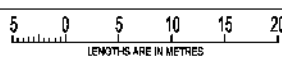


NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 186

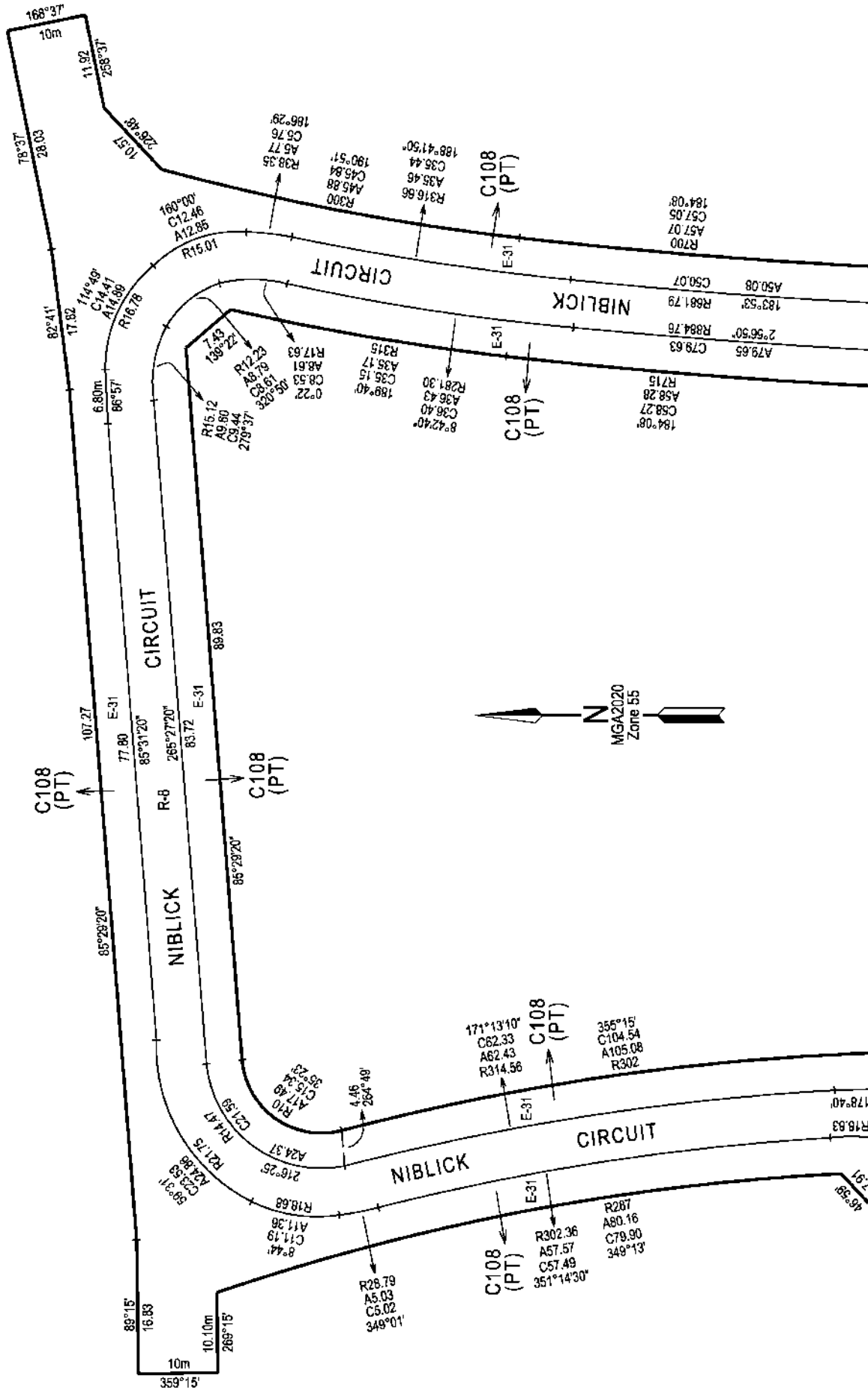
TOM MARKS

REF 1665

VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



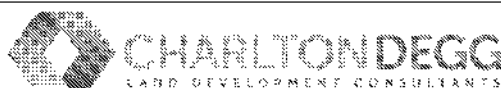
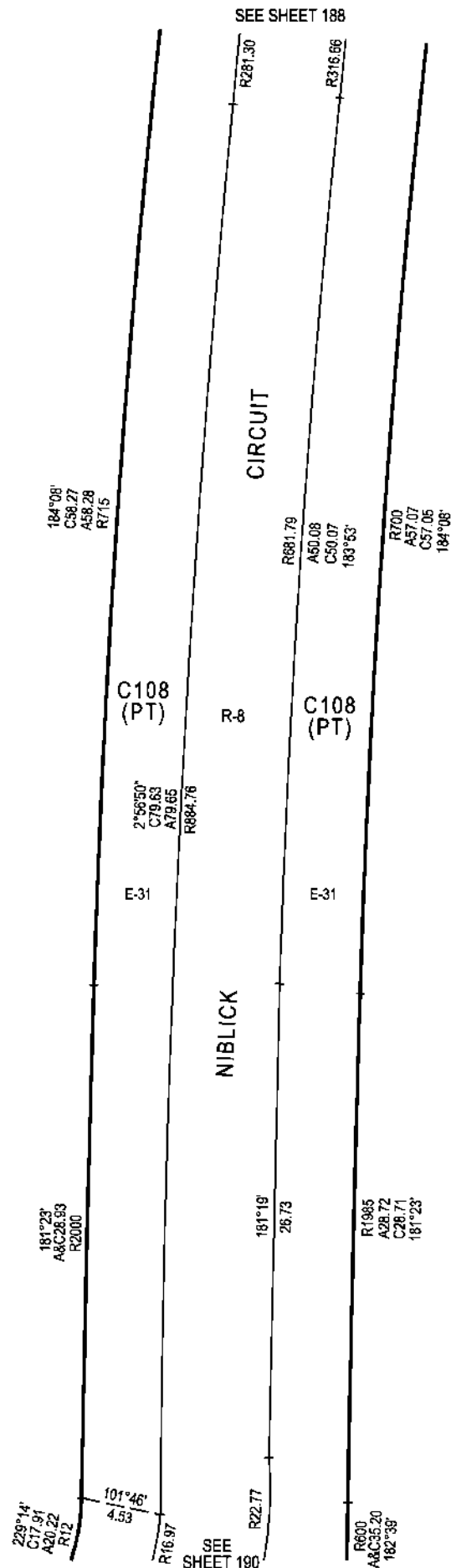
SEE SHEET 189

SEE SHEET 187

 SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555 www.charltondeag.com.au		SCALE 1:500		5 0 5 10 15 20 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE: A3	SHEET 188
				TOM MARKS		VERSION: 1	
		REF 1665					

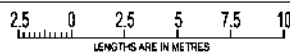
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:250



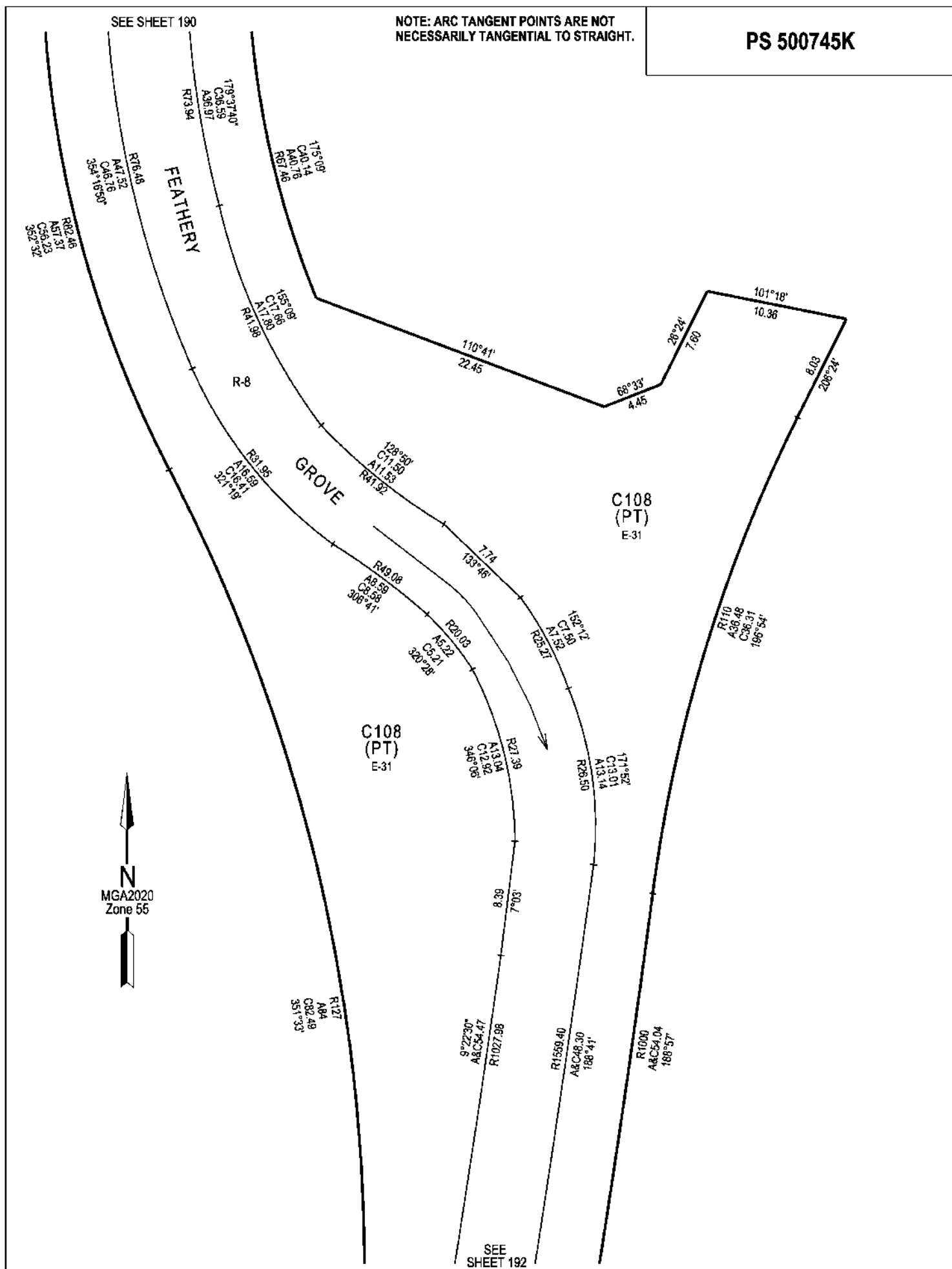
ORIGINAL SHEET
SIZE: A3

SHEET 189

TOM MARKS

REF 1665

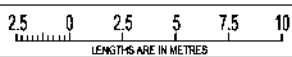
VERSION: 1



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SCALE
1:250



TOM MARKS

REF 1665

VERSION: 1

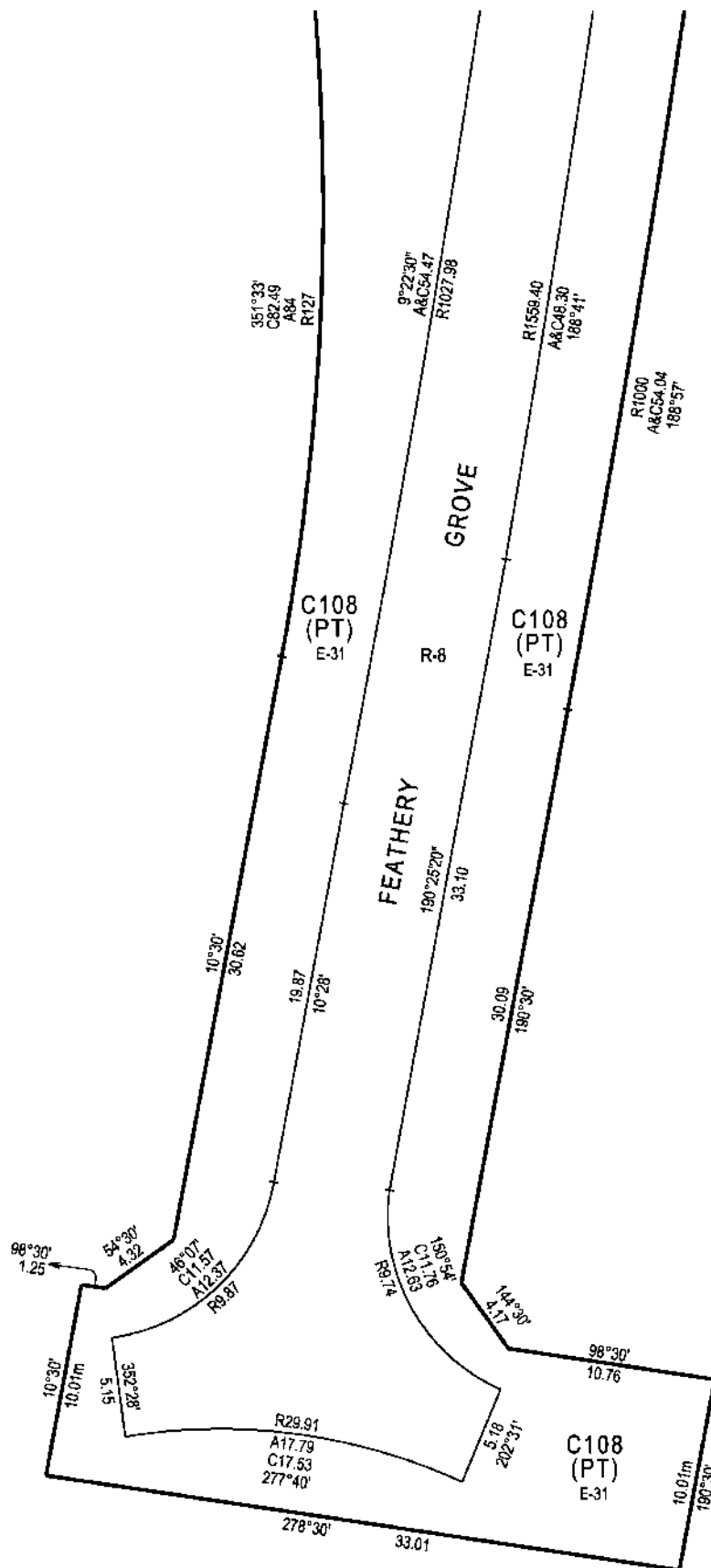
ORIGINAL SHEET
SIZE: A3

SHEET 191

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

SEE SHEET 191



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 192

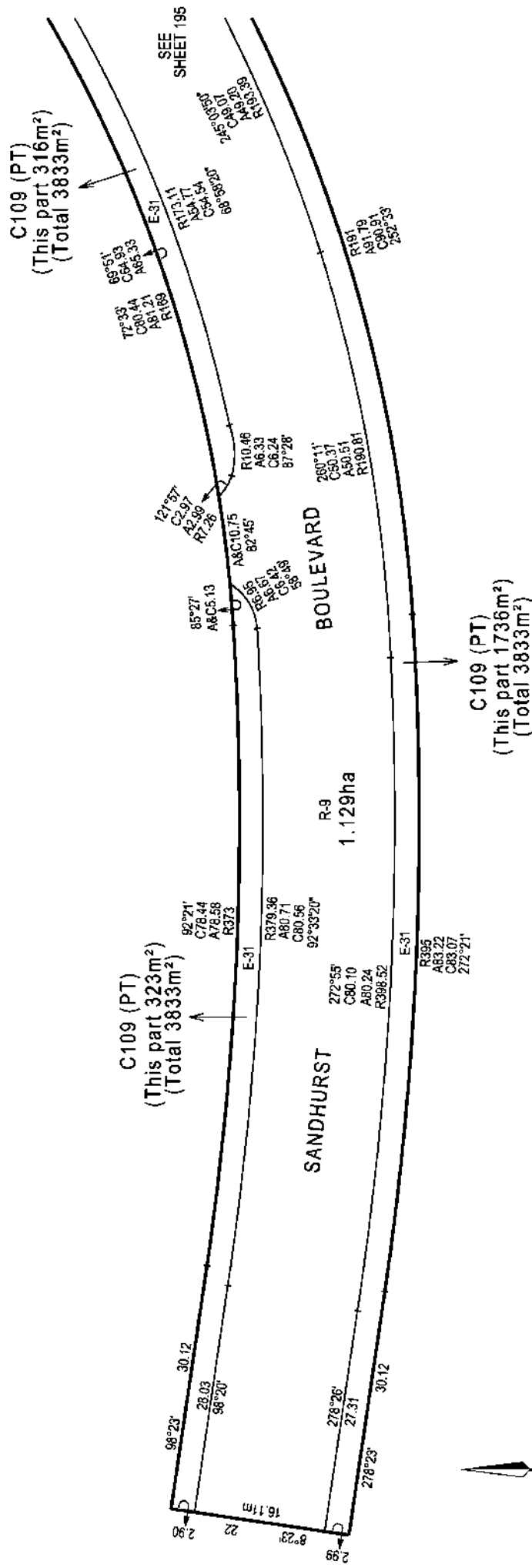
TOM MARKS

REF 1665

VERSION: 1

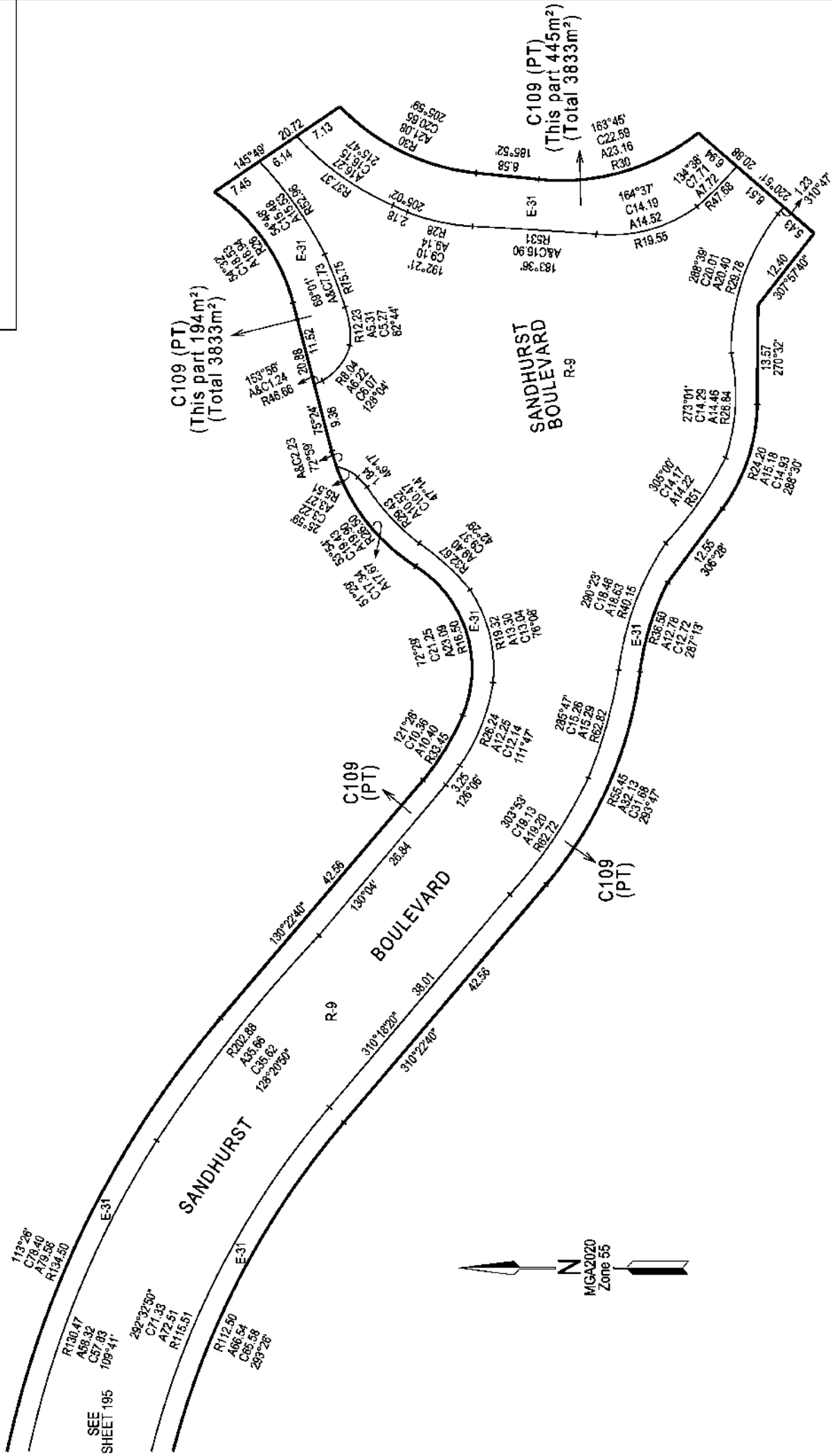
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

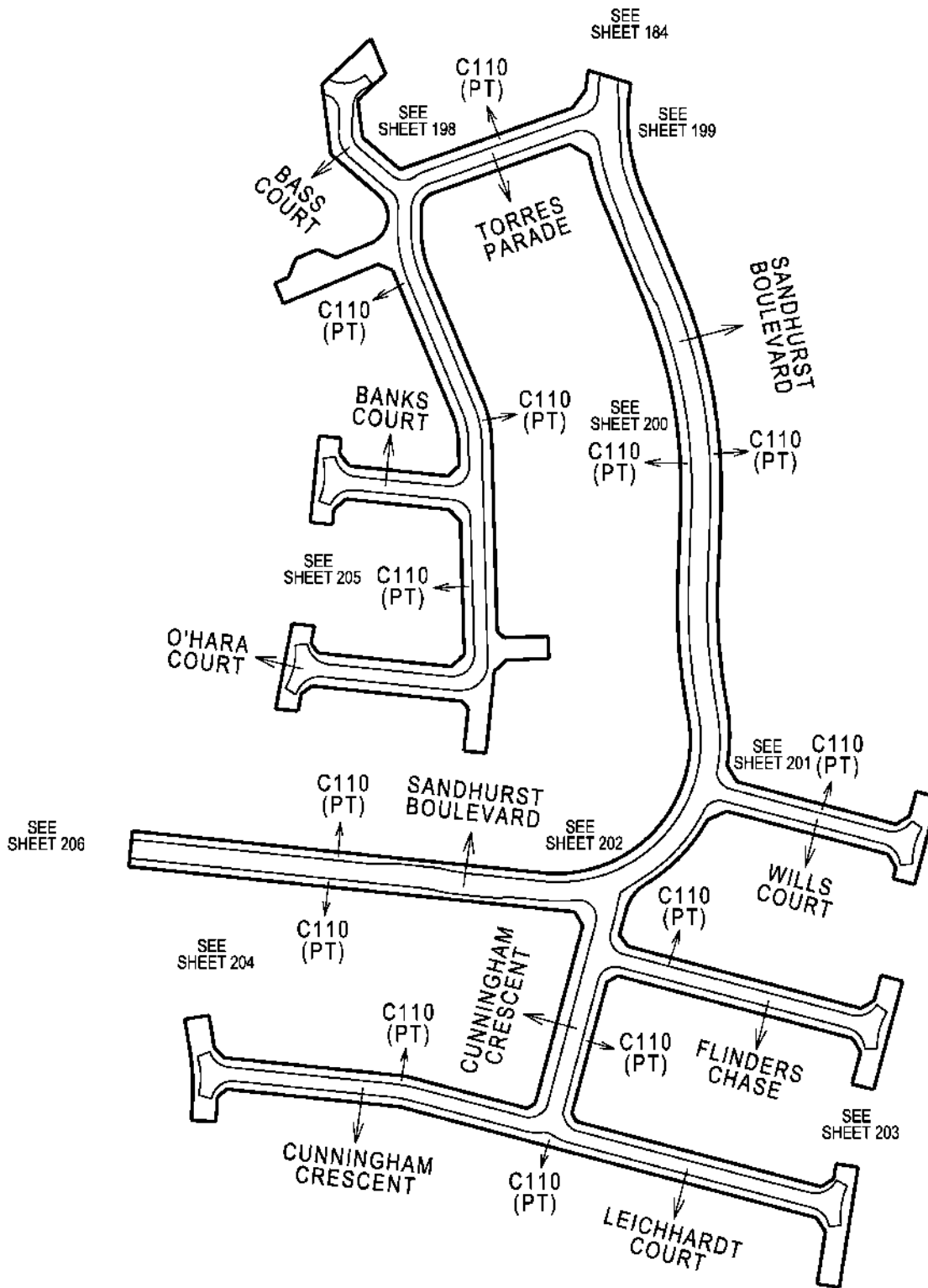


NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



PS 500745K

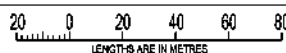


PS916752T



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SCALE
1:2000



ORIGINAL SHEET
SIZE: A3

SHEET 197

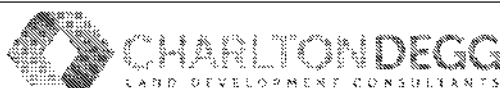
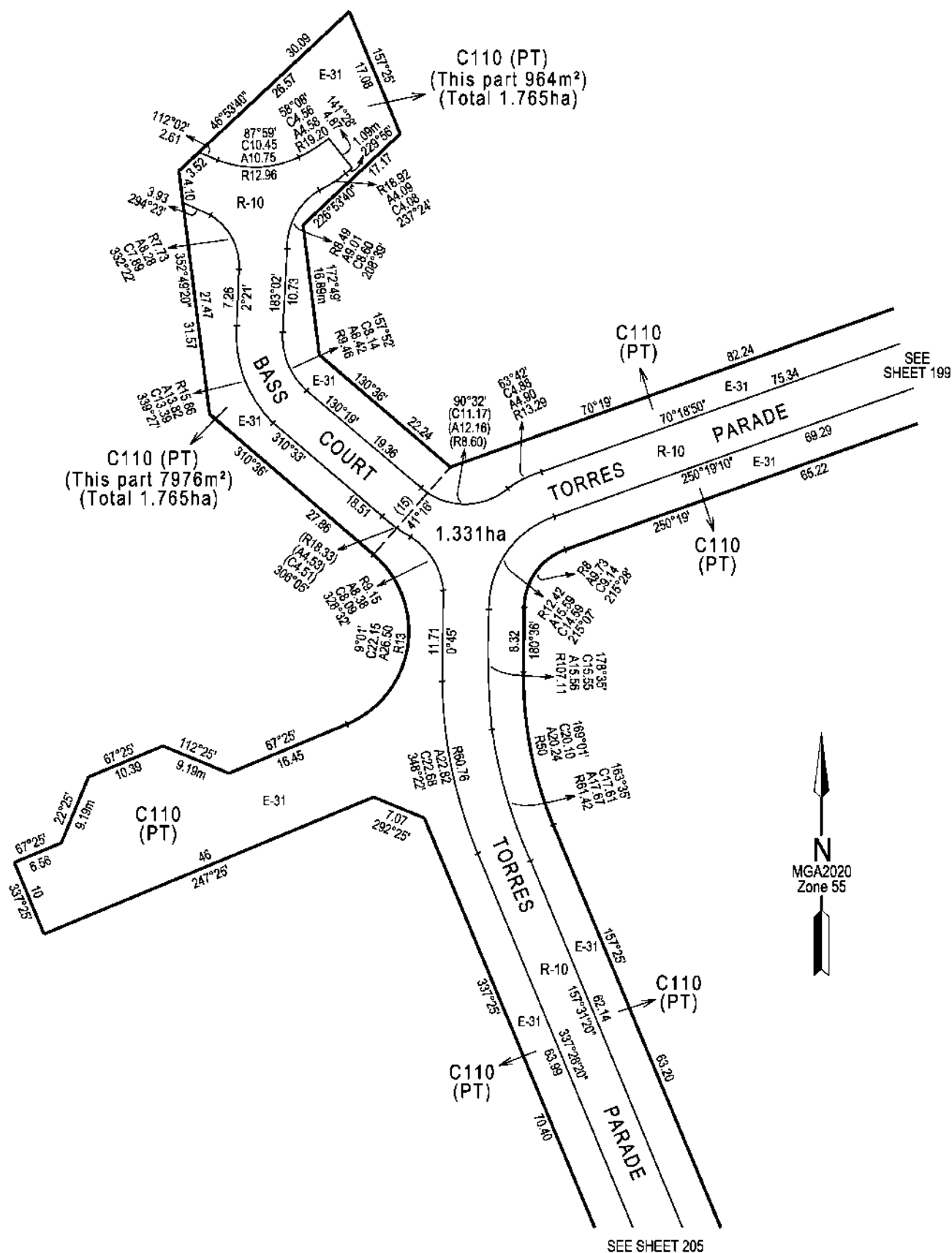
TOM MARKS

REF 1665

VERSION: 1

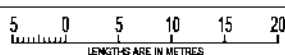
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



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SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 198

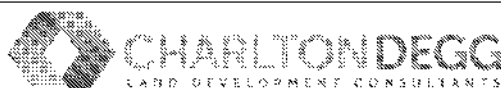
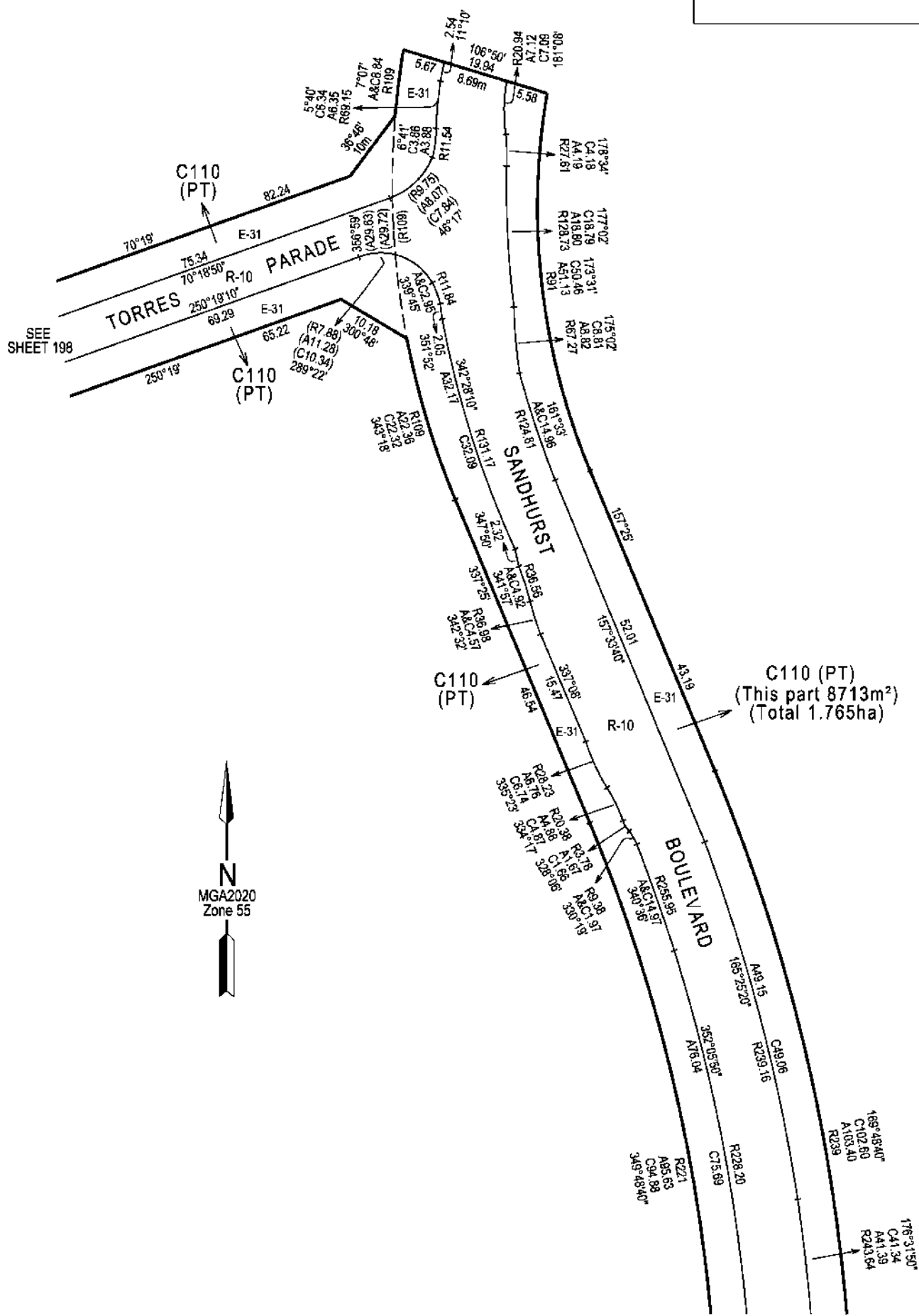
TOM MARKS

REF 1665

VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 199

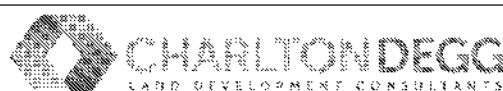
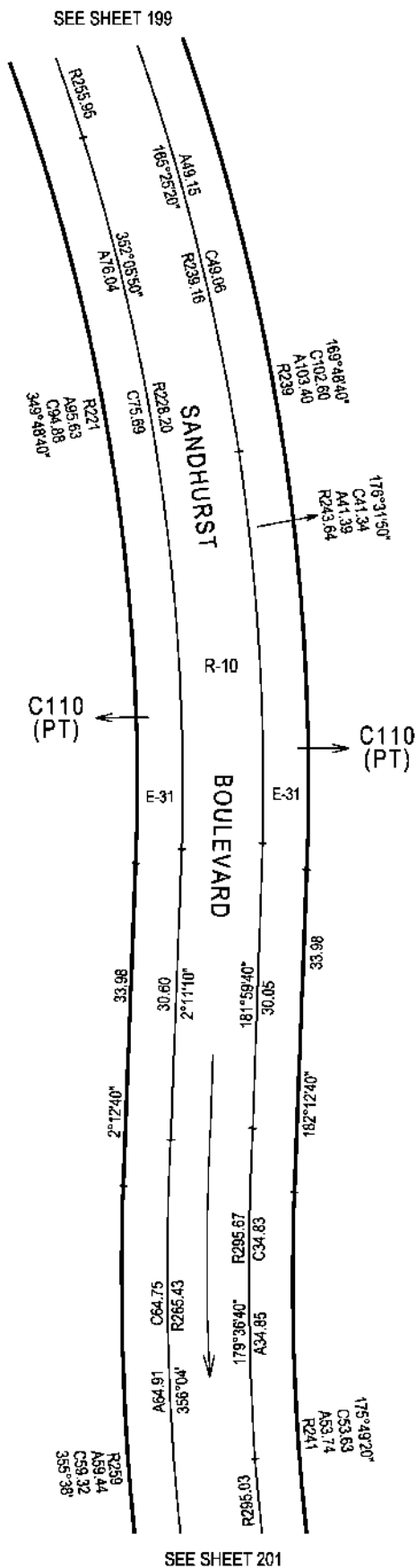
TOM MARKS

REF 1665

VERSION: 1

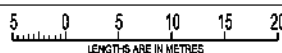
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:500



TOM MARKS

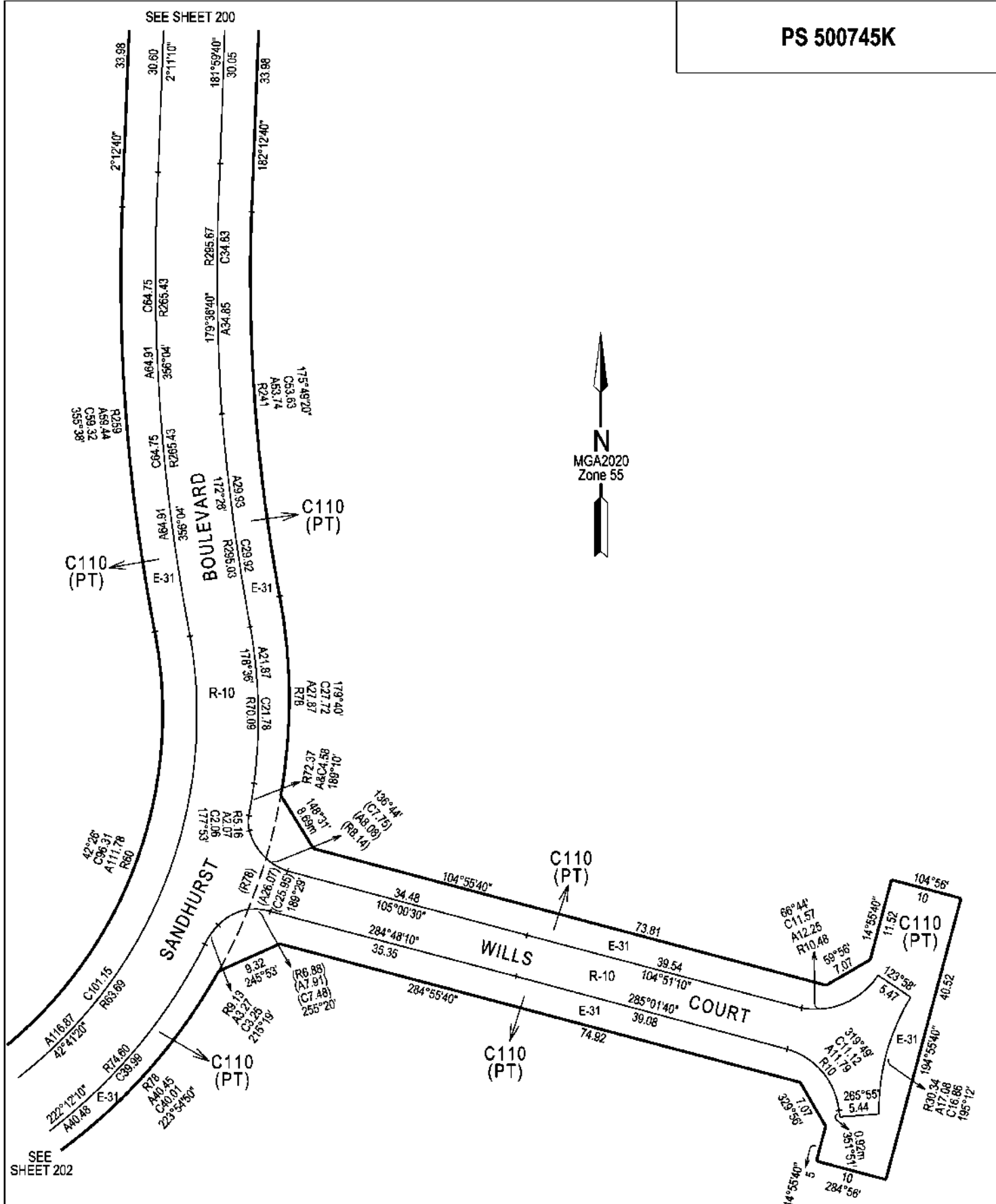
REF 1665

VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 200

PS 500745K



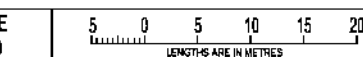
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



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SCALE
1:500



ORIGINAL SHEET
SIZE: A3

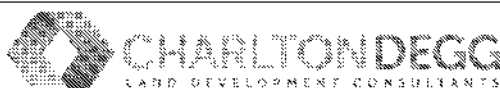
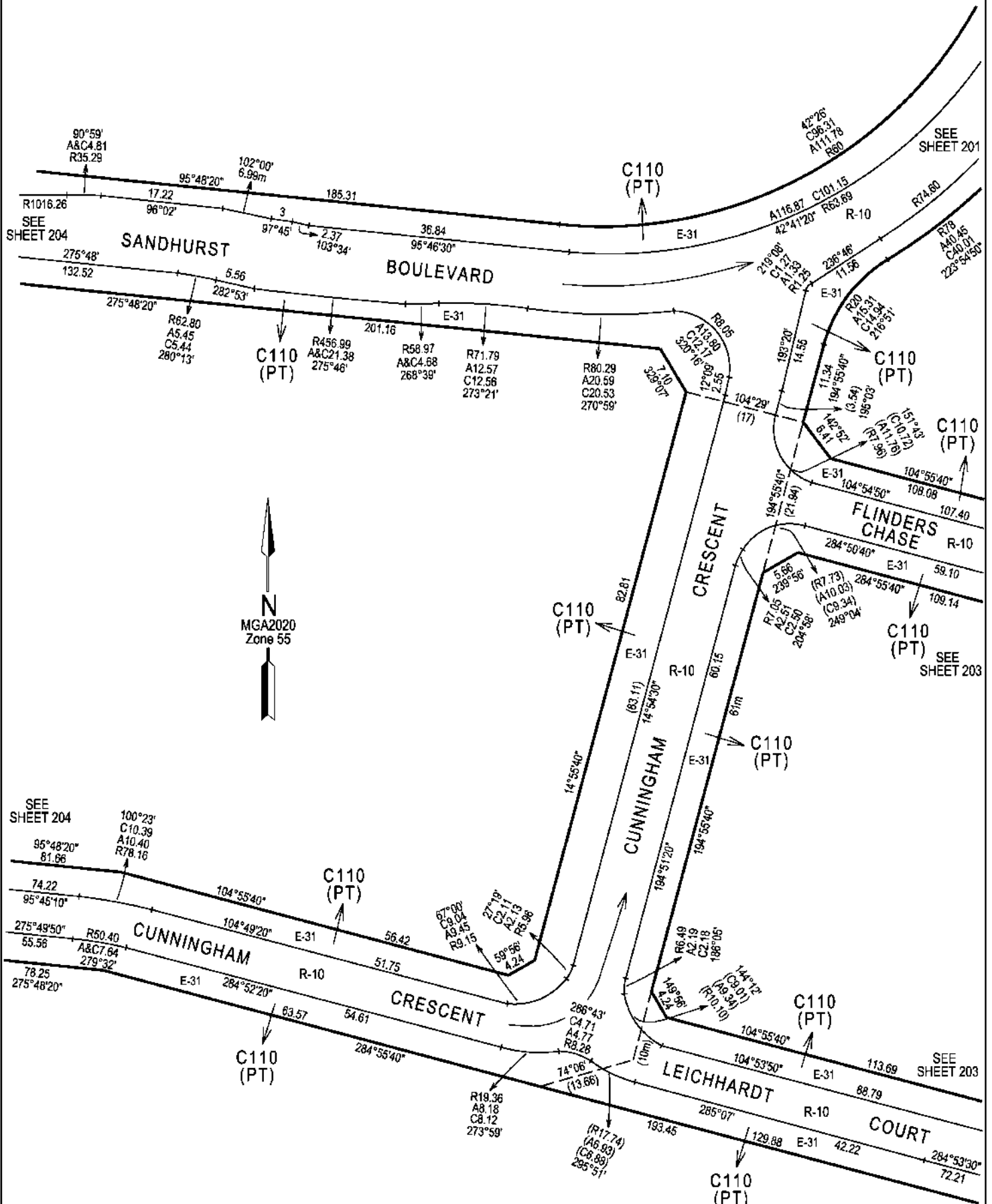
SHEET 201

TOM MARKS

REF 1665

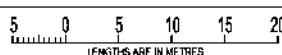
VERSION: 1

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 202

TOM MARKS

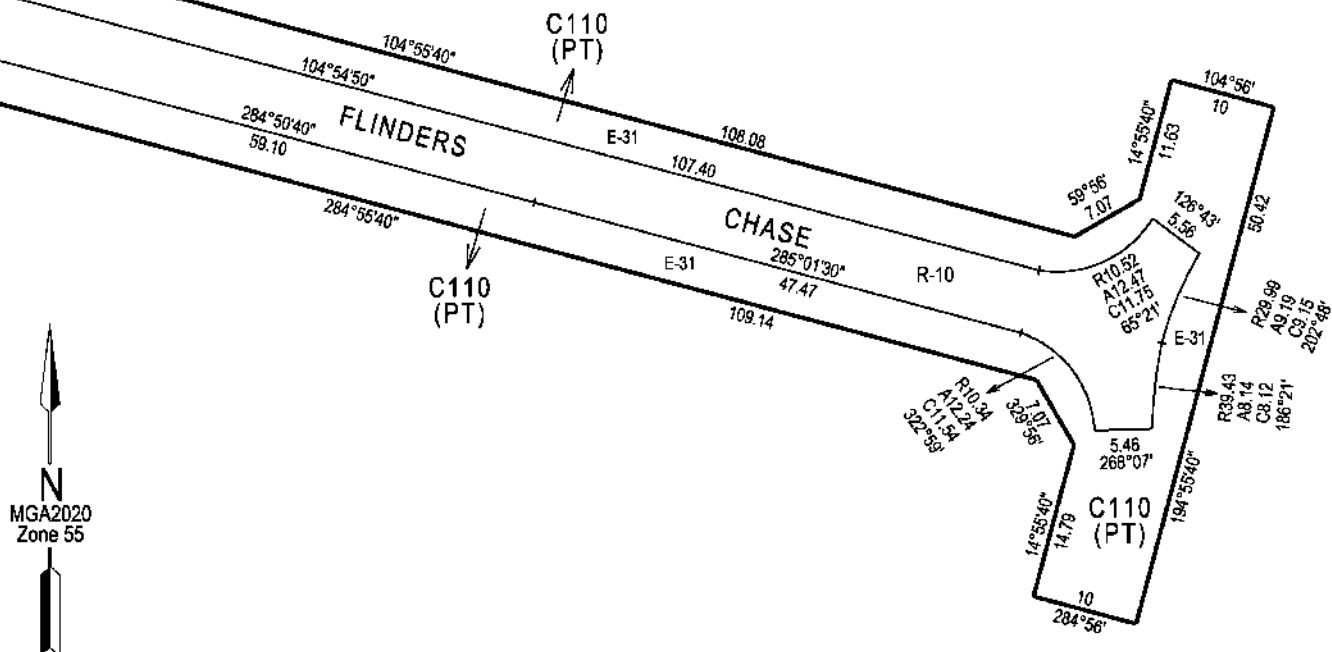
REF 1665

VERSION: 1

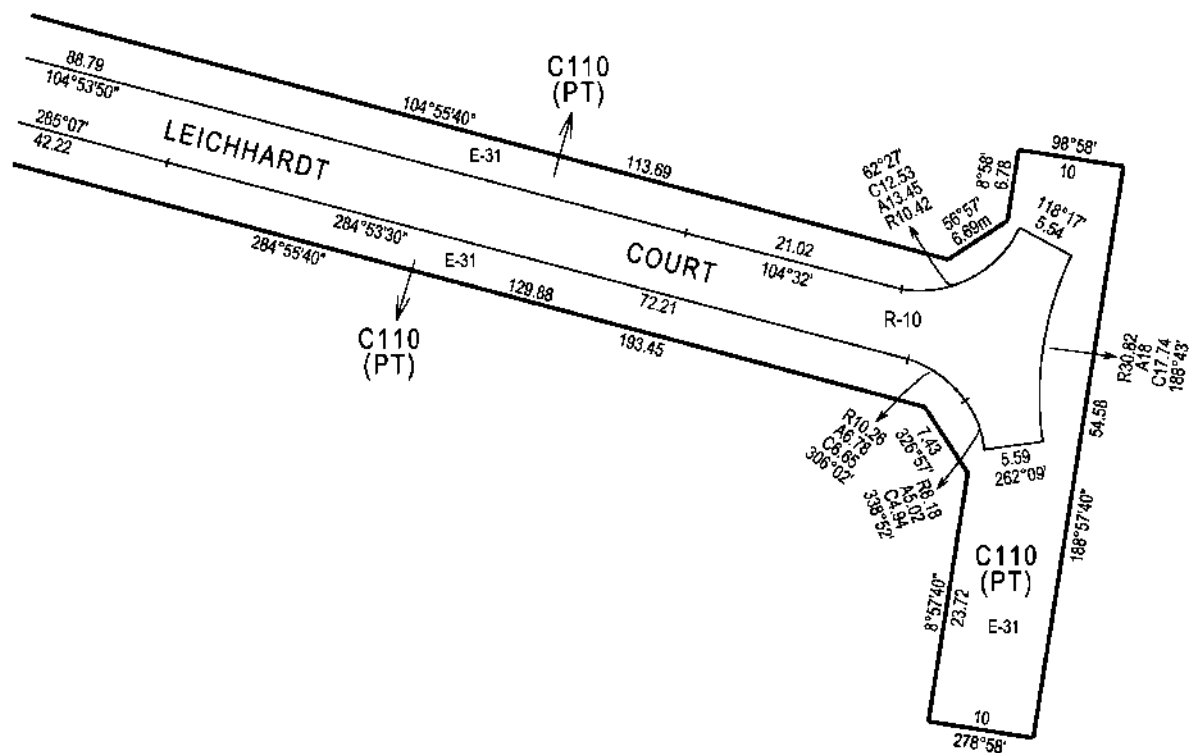
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

SEE
SHEET 202



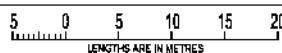
SEE
SHEET 202



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SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 203

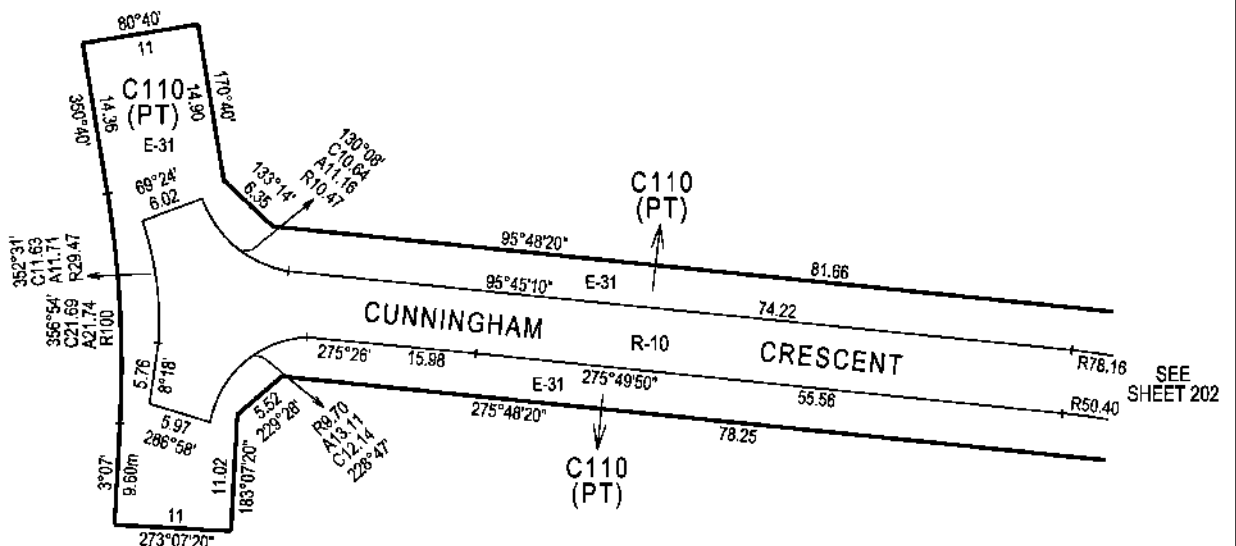
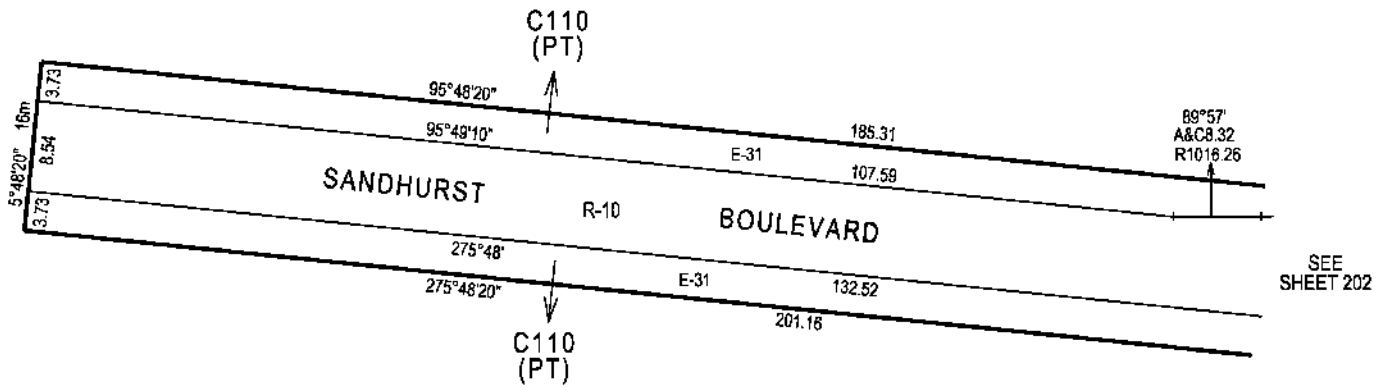
TOM MARKS

REF 1665

VERSION: 1

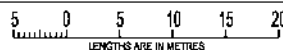
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



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SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 204

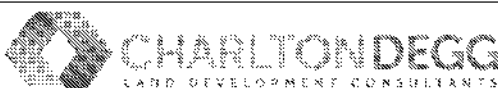
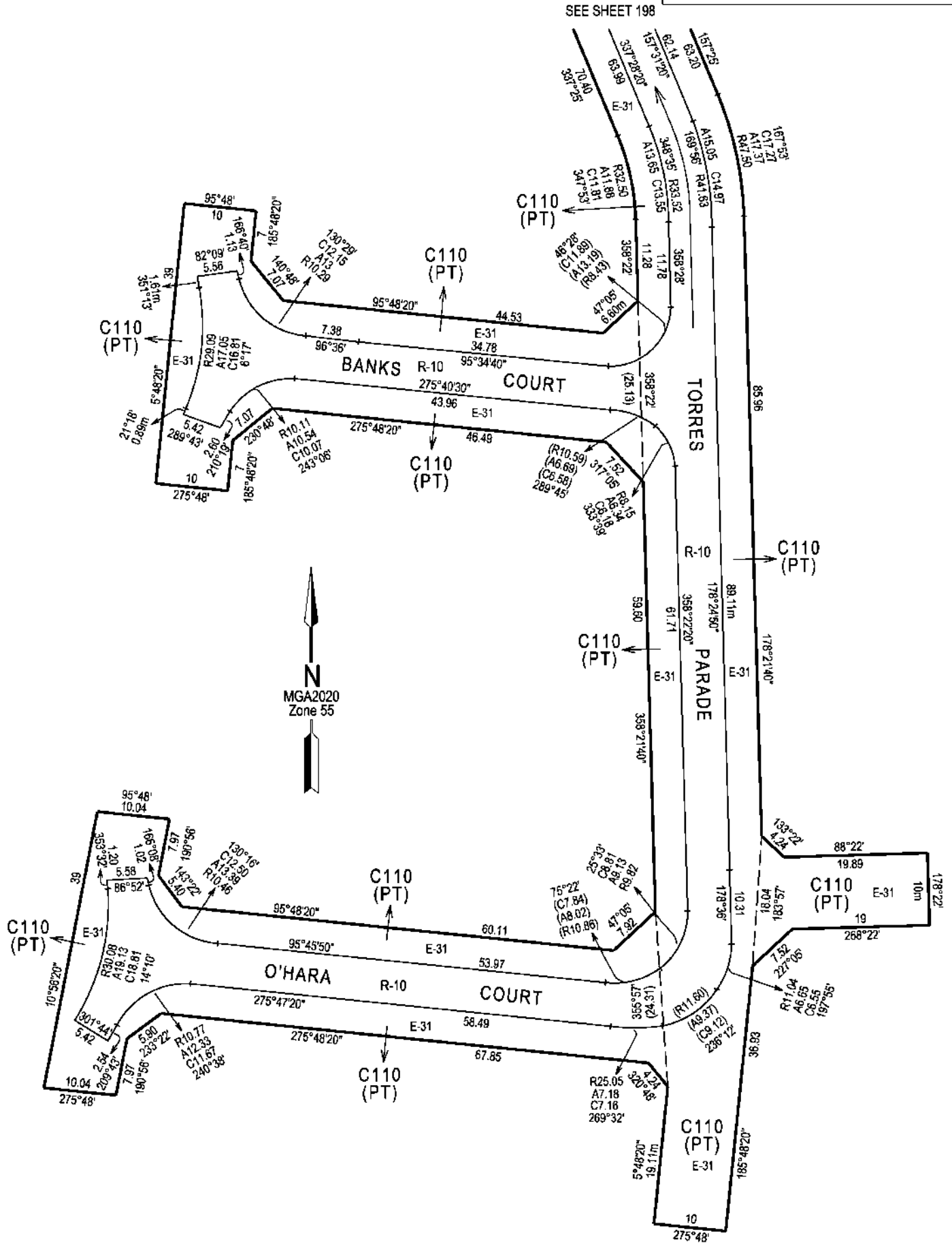
TOM MARKS

REF 1665

VERSION: 1

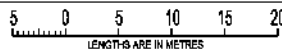
PS 500745K

SEE SHEET 198



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:500



TOM MARKS

REF 1665

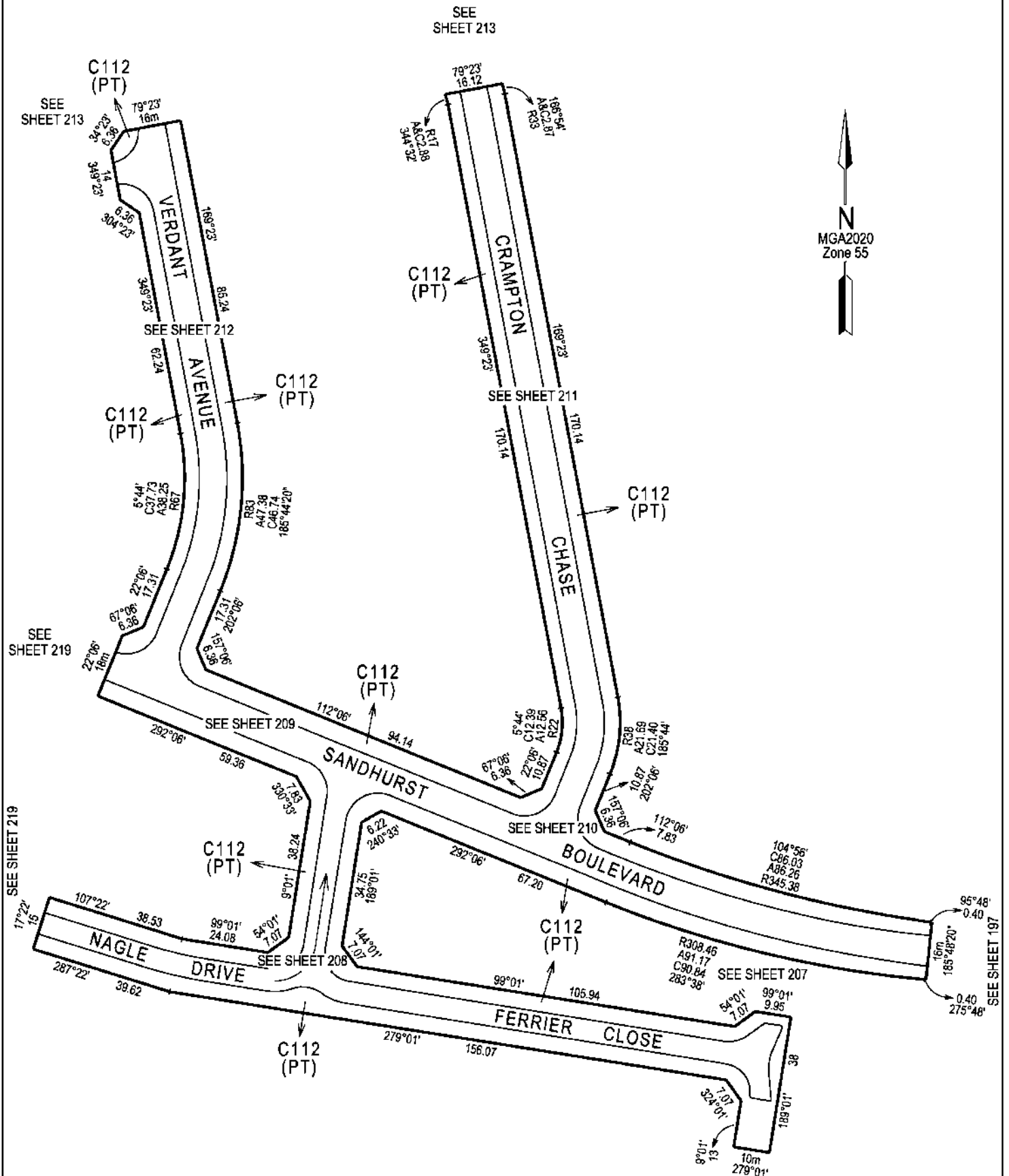
VERSION: 1

ORIGINAL SHEET
SIZE: A3

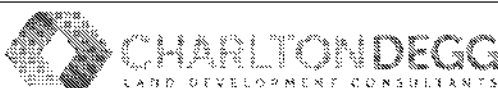
SHEET 205

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

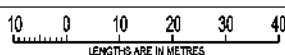


PS916753R



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:1000



ORIGINAL SHEET
SIZE: A3

SHEET 206

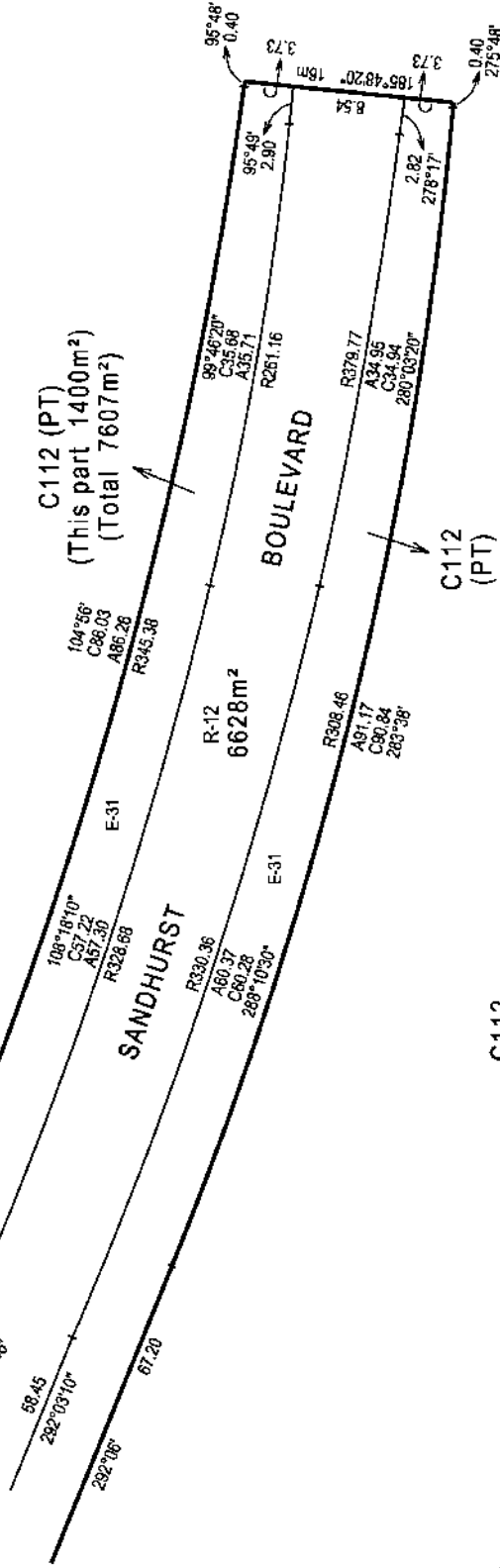
TOM MARKS

REF 1665

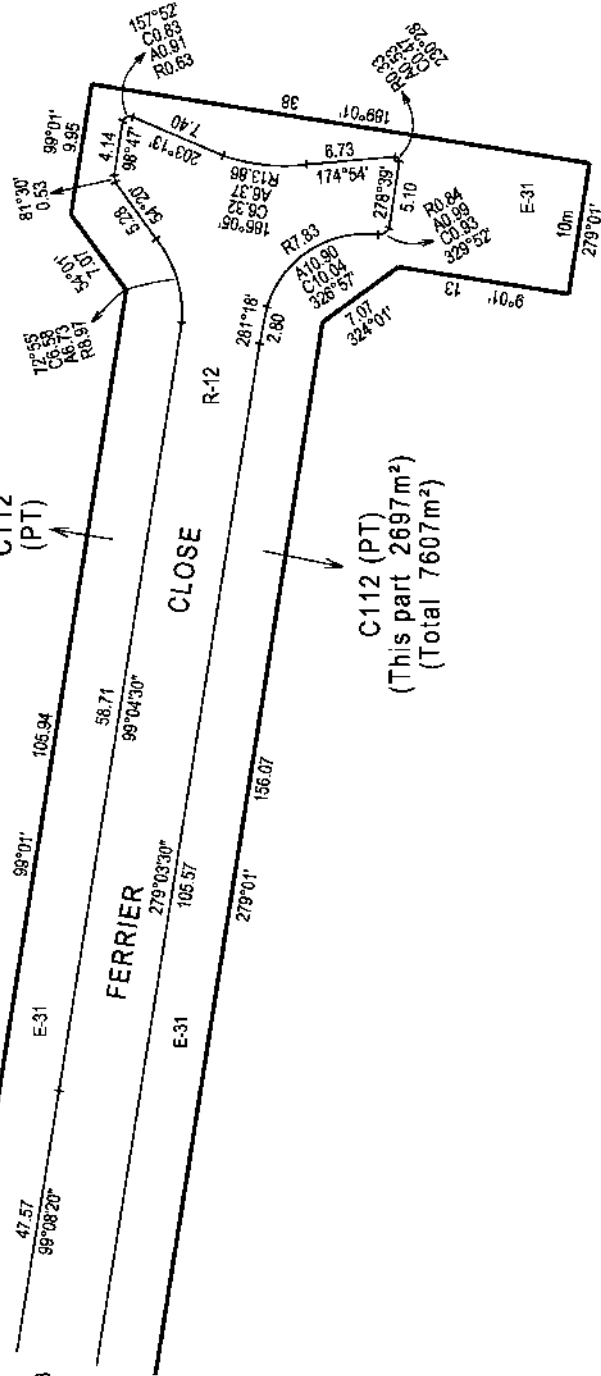
VERSION: 1

PS 500745K

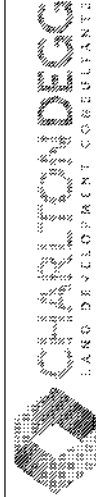
SEE SHEET 210



SEE SHEET 208



NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3380
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TOM MARKS

REF 1665

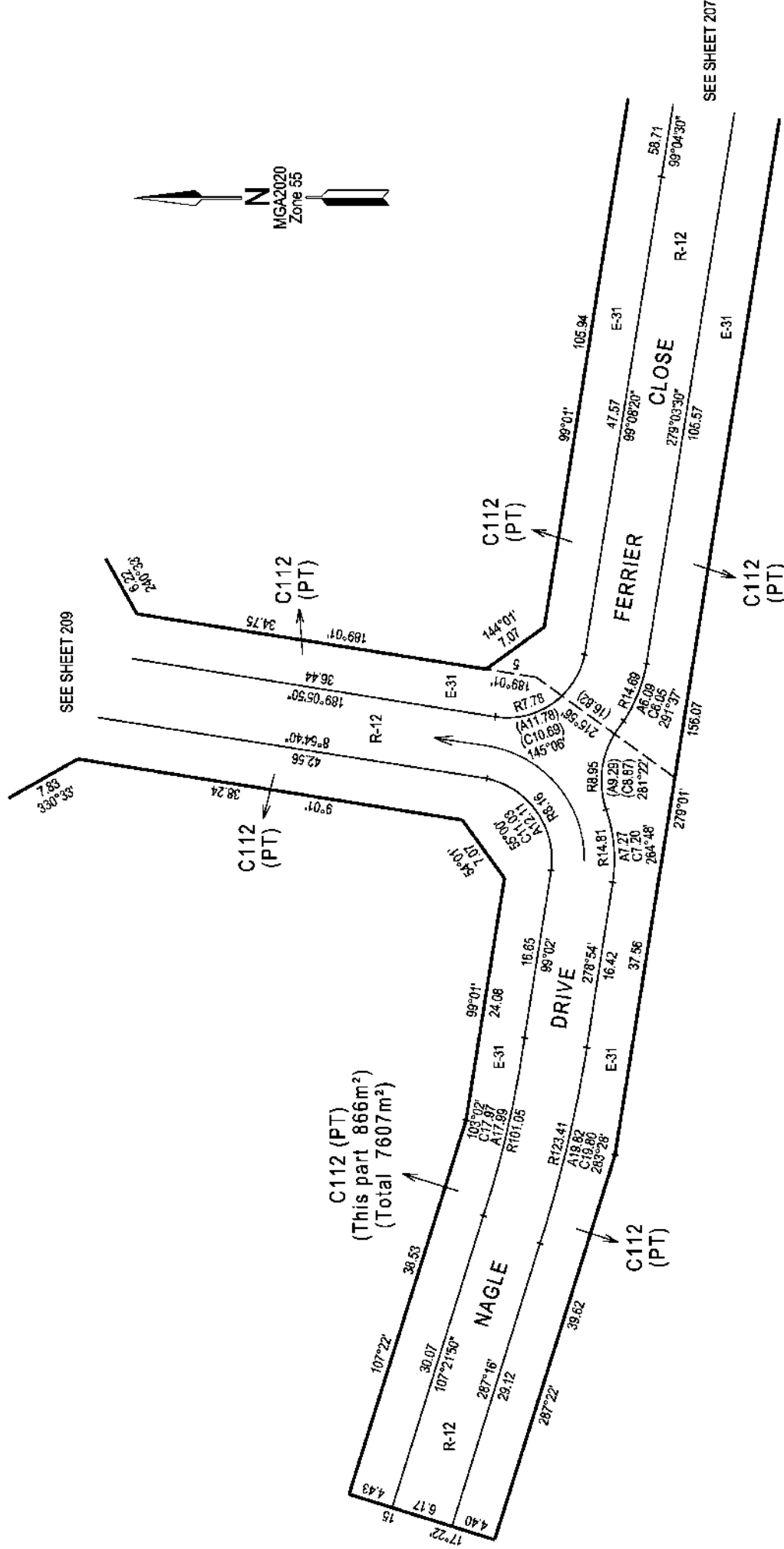
VERSION: 1

SCALE 1:400
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 207

PS 500745K



NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

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SCALE 1:400	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 208
REF 1665	TOM MARKS	VERSION: 1	



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SCALE
1:100

LENGTHS ARE IN METRES

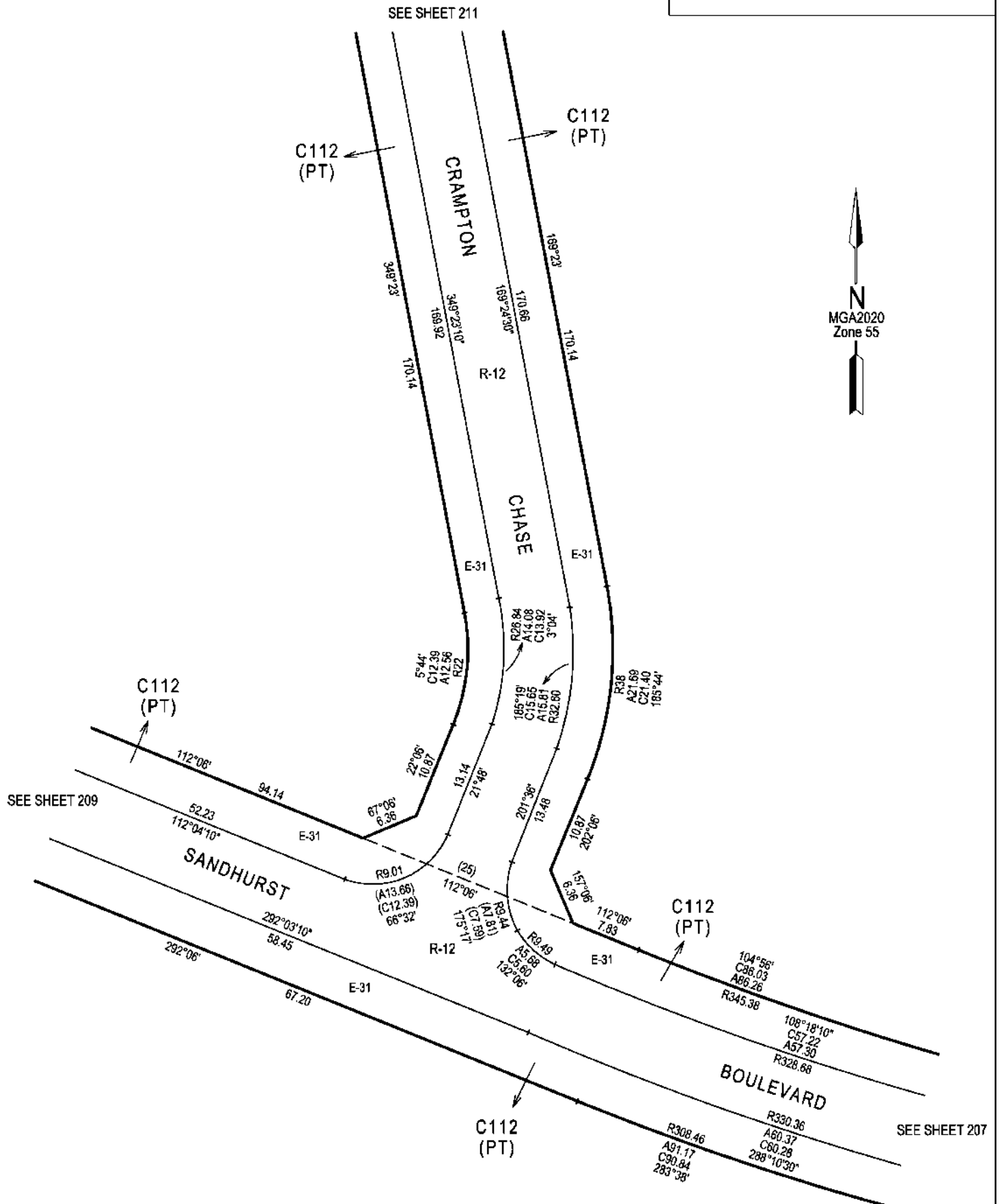
TOM MARKS

VERSION: 1

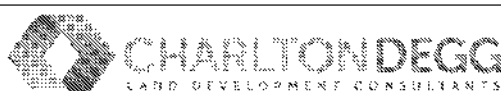
ORIGINAL SHEET
SIZE: A3

SHEET 209

PS 500745K

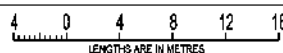


NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



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SCALE
1:400



TOM MARKS

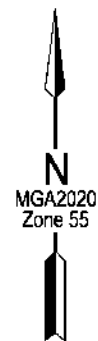
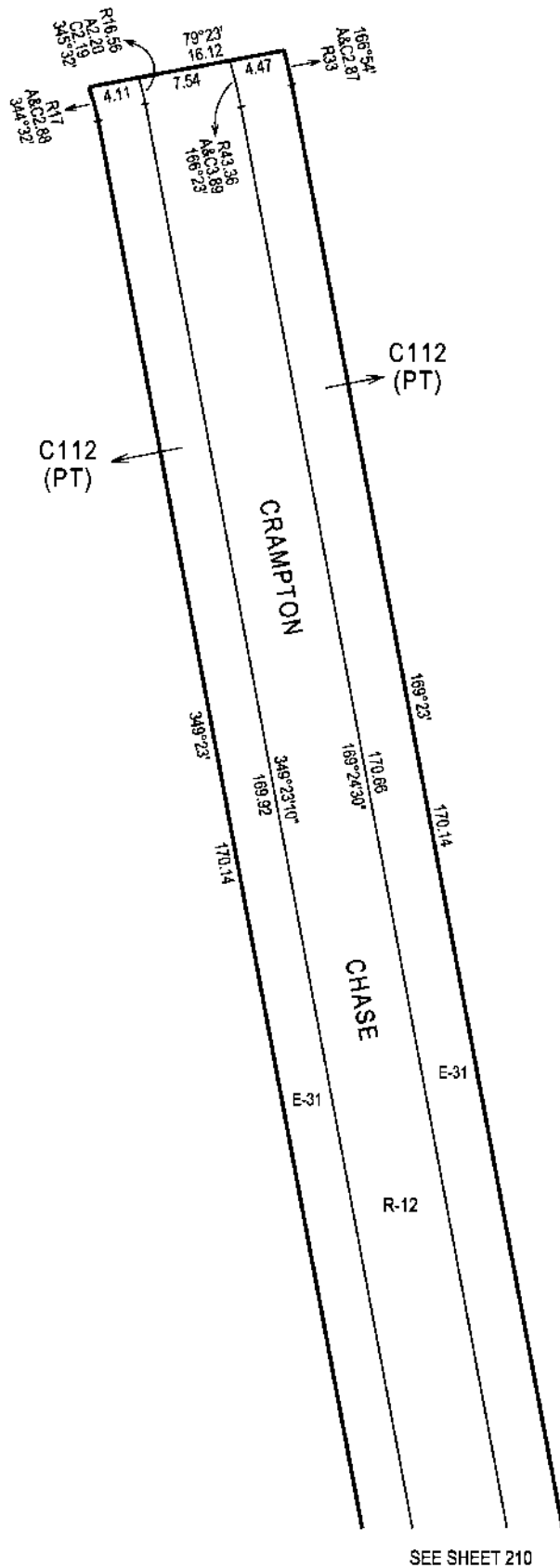
REF 1665

VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 210

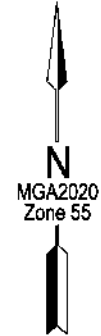
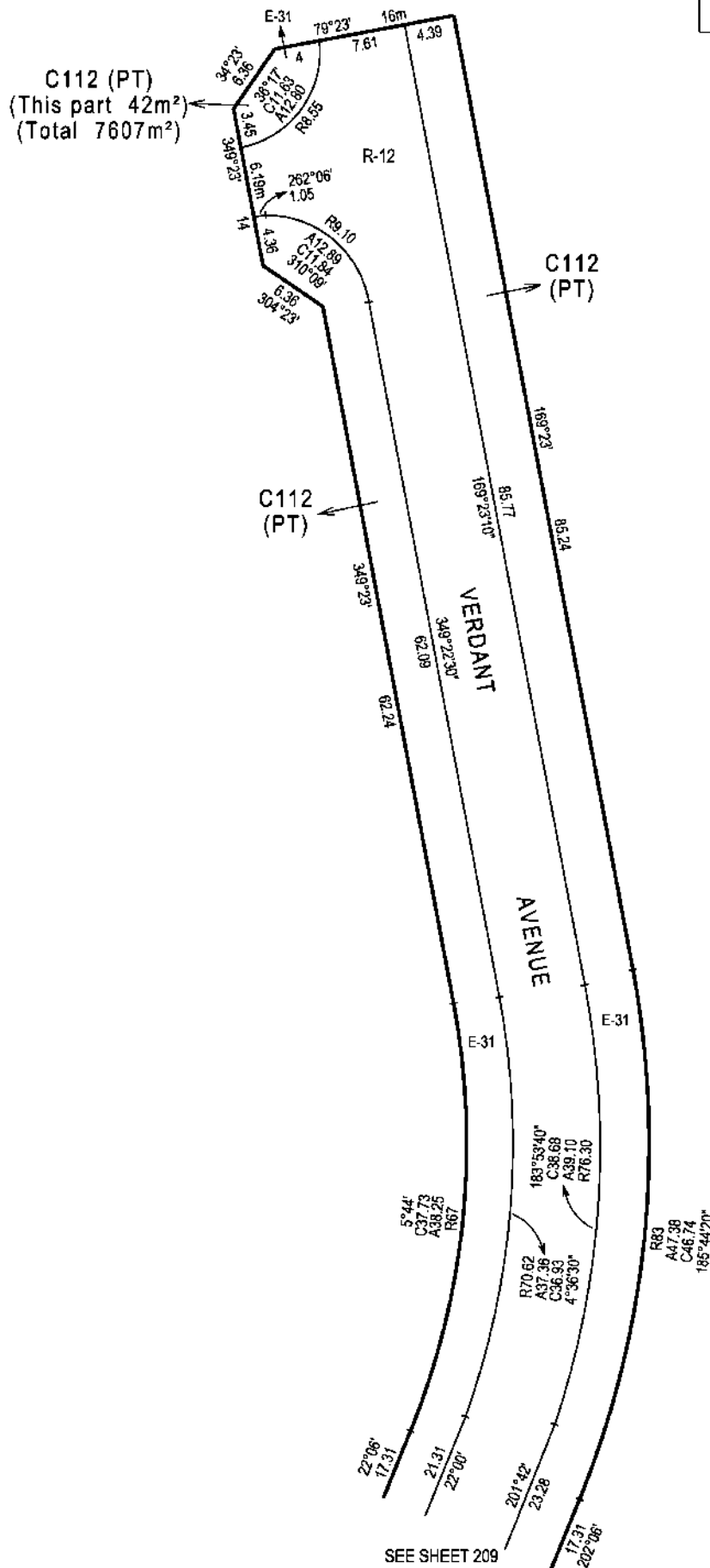
PS 500745K



SEE SHEET 210

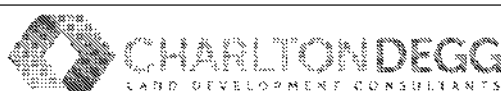
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



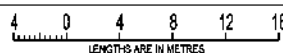
SEE SHEET 209

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



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SCALE
1:400



TOM MARKS

REF 1665

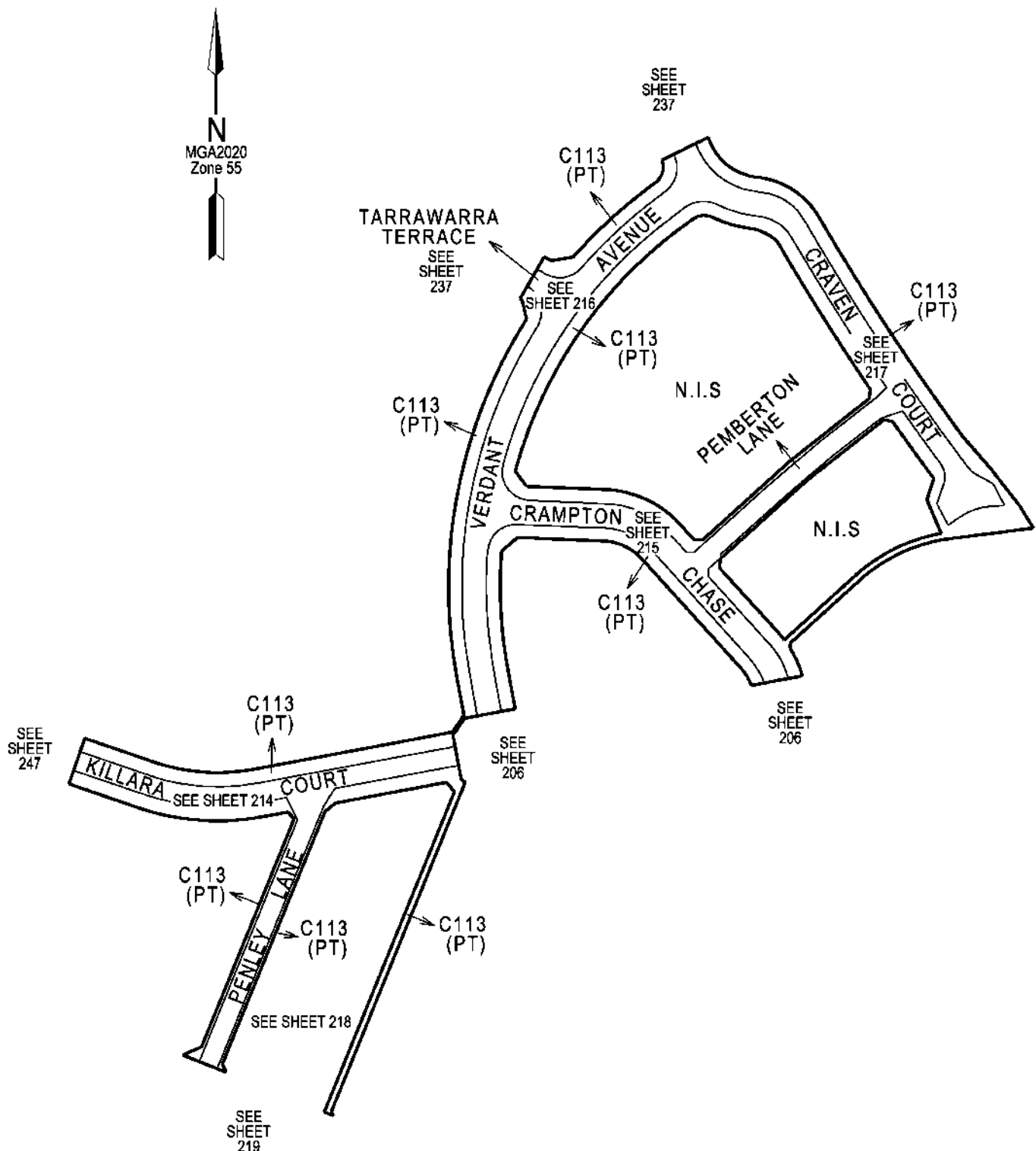
VERSION: 1

ORIGINAL SHEET
SIZE: A3

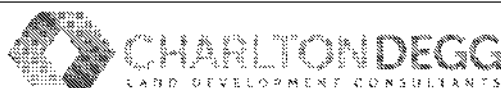
SHEET 212

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



PS916745P



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SCALE
1:1250

12.5 0 12.5 25 37.5 50
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 213

TOM MARKS

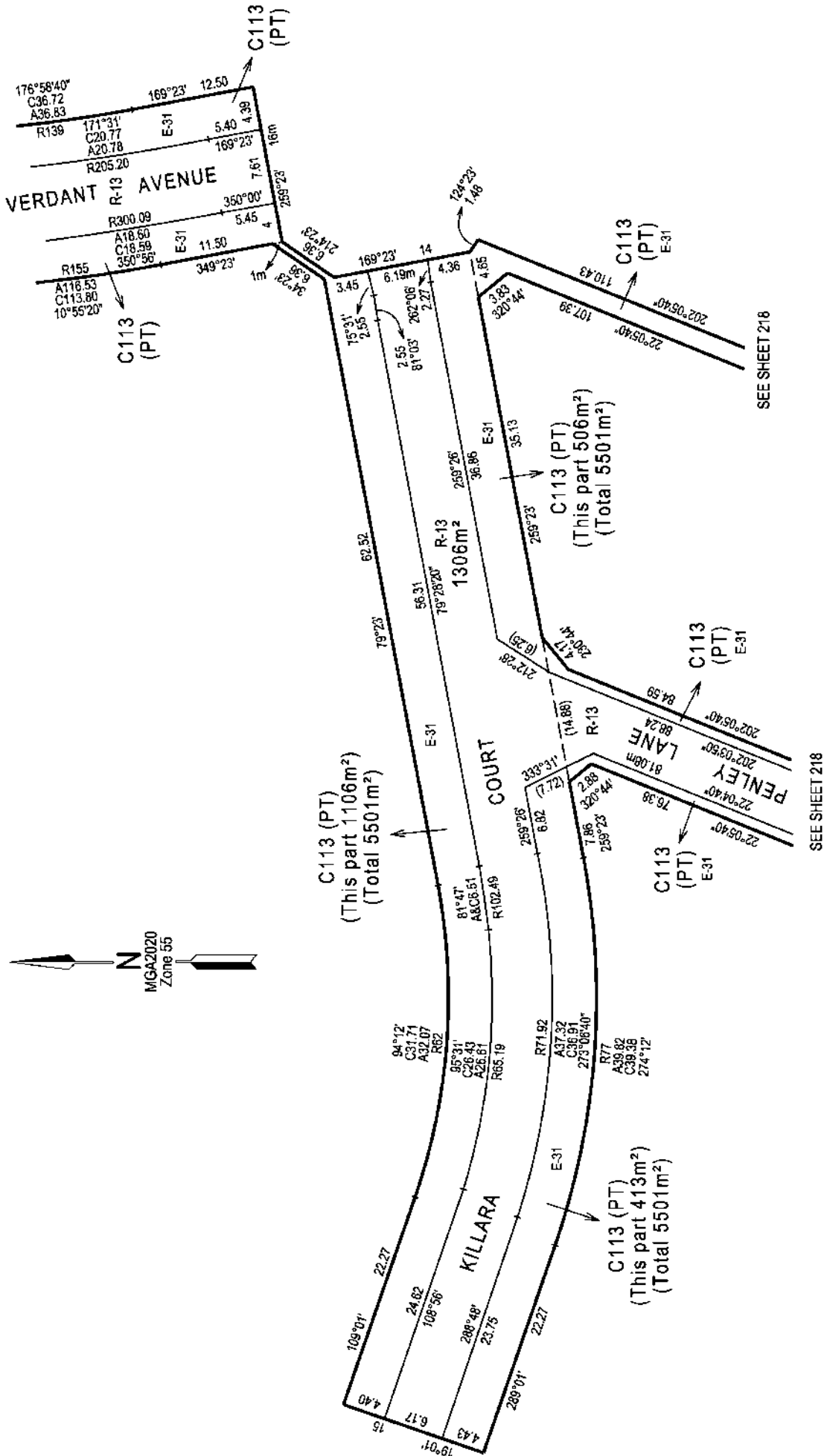
REF 1665

VERSION: 1

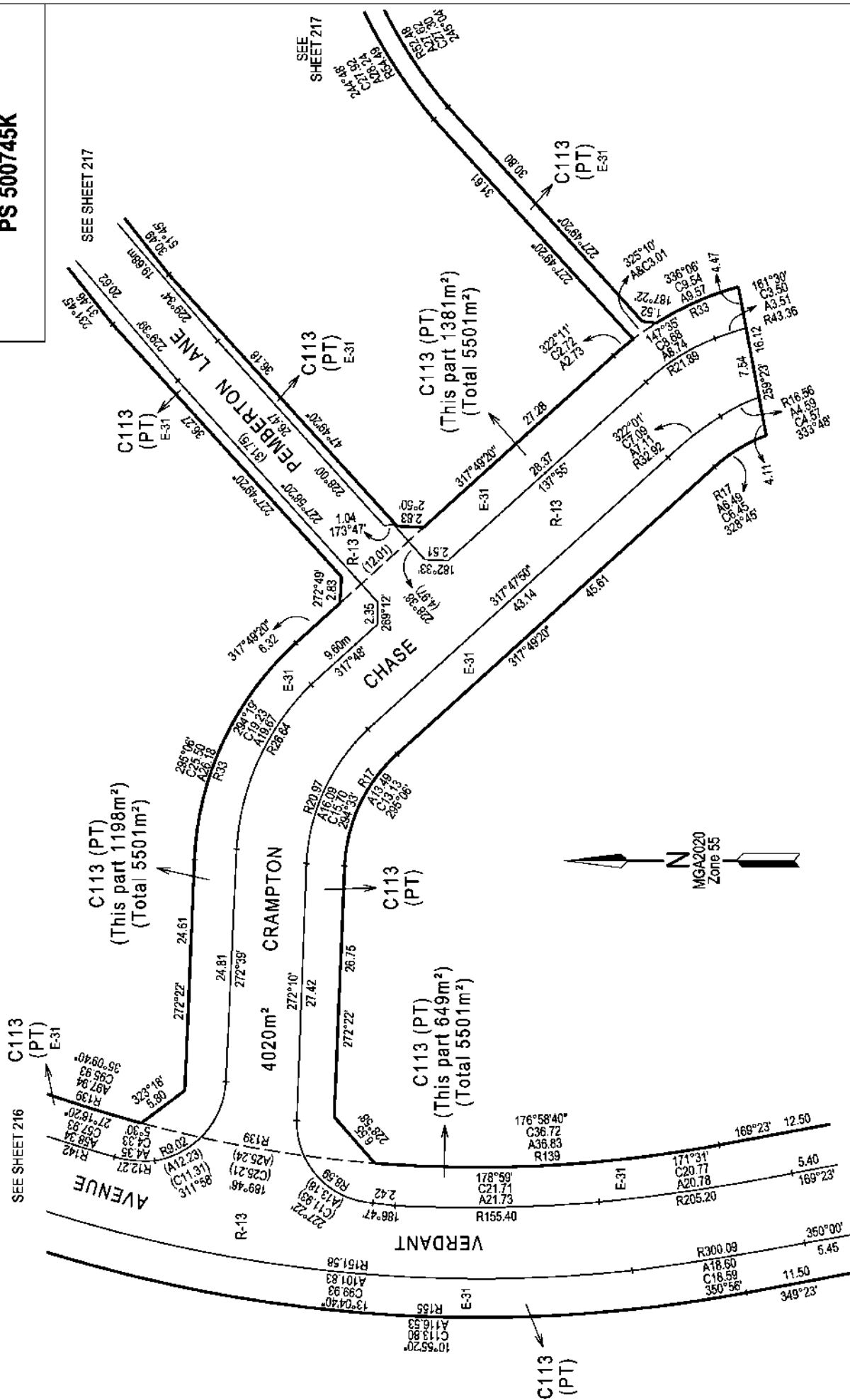
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

SEE SHEET 215



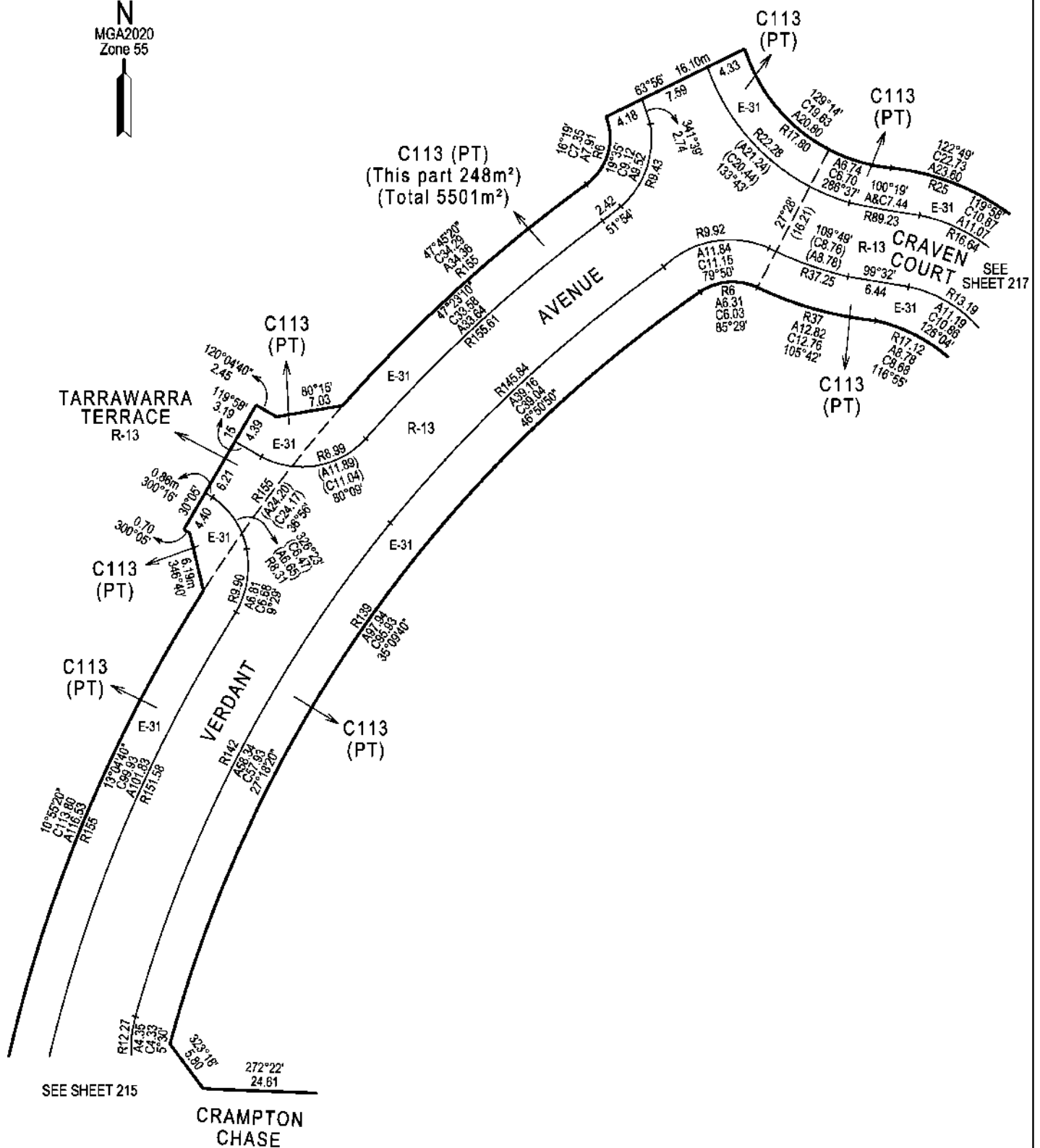
PS 500745K



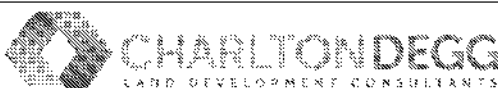
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

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SCALE 1:400		4 0 4 8 12 16 LENGTHS ARE IN METRES	
ORIGINAL SHEET SIZE: A3		SHEET 215	
REF 1665		TOM MARKS VERSION: 1	

PS 500745K

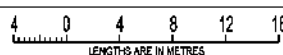


NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



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SCALE
1:400



ORIGINAL SHEET
SIZE: A3

SHEET 216

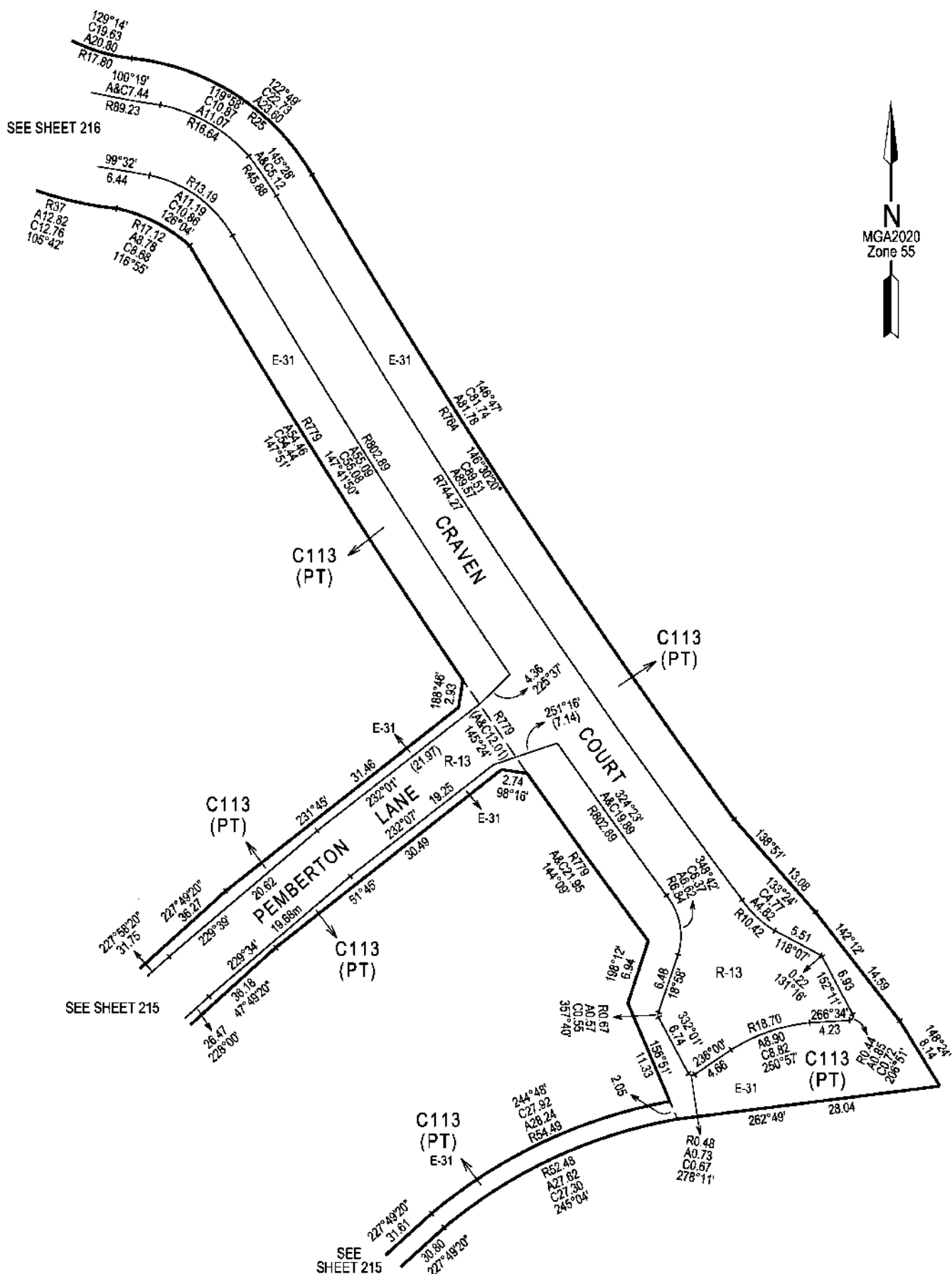
TOM MARKS

REF 1665

VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



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SCALE
1:400

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D	

4

0
LENC

4

12
TRES

16

--	--

ORIGINAL
SIZE

L SHEET
A3

--	--

SHE

ET 217

TOM MARKS

REF 1665

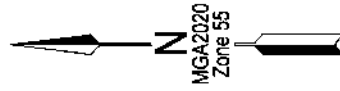
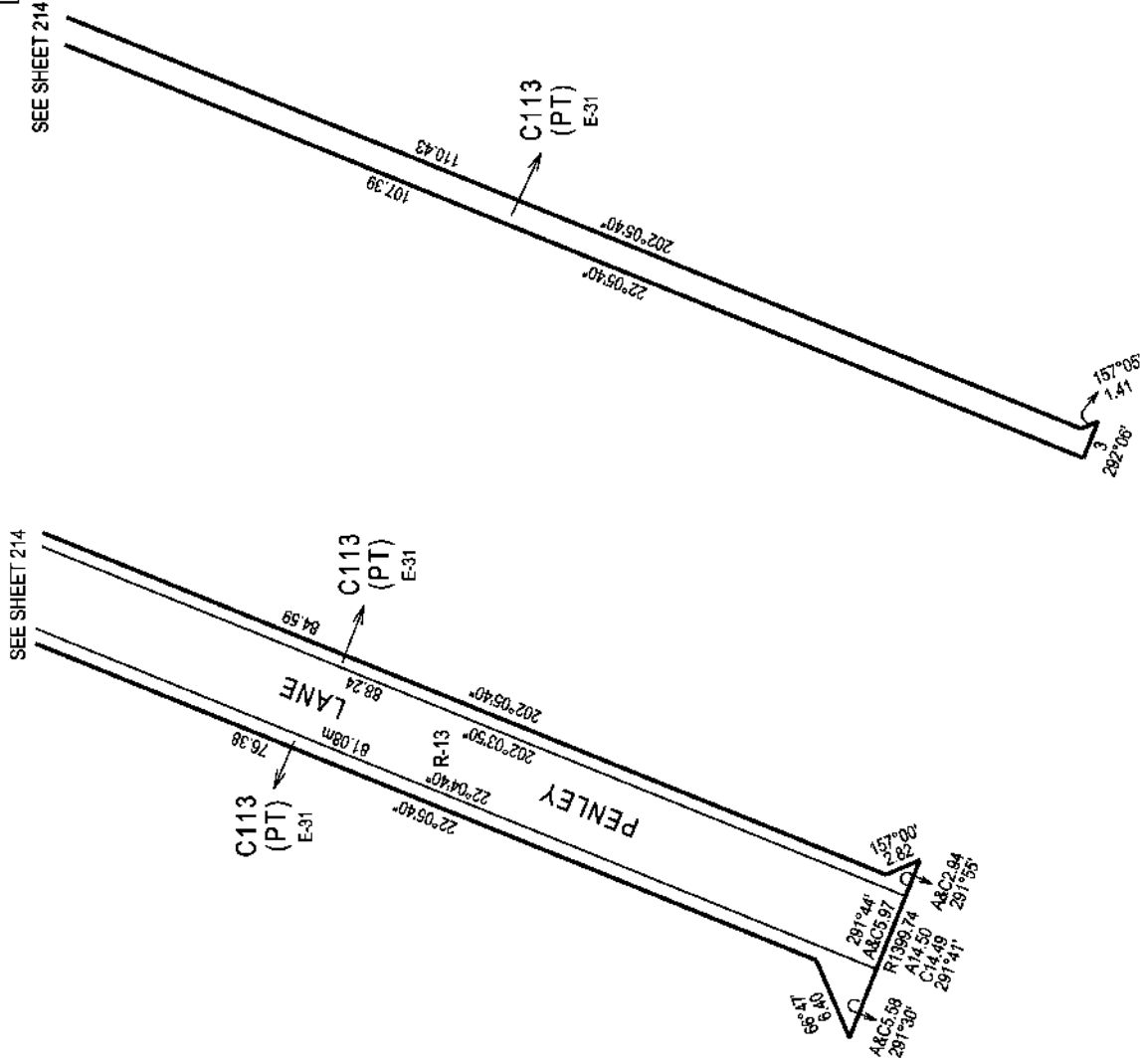
VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 217

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

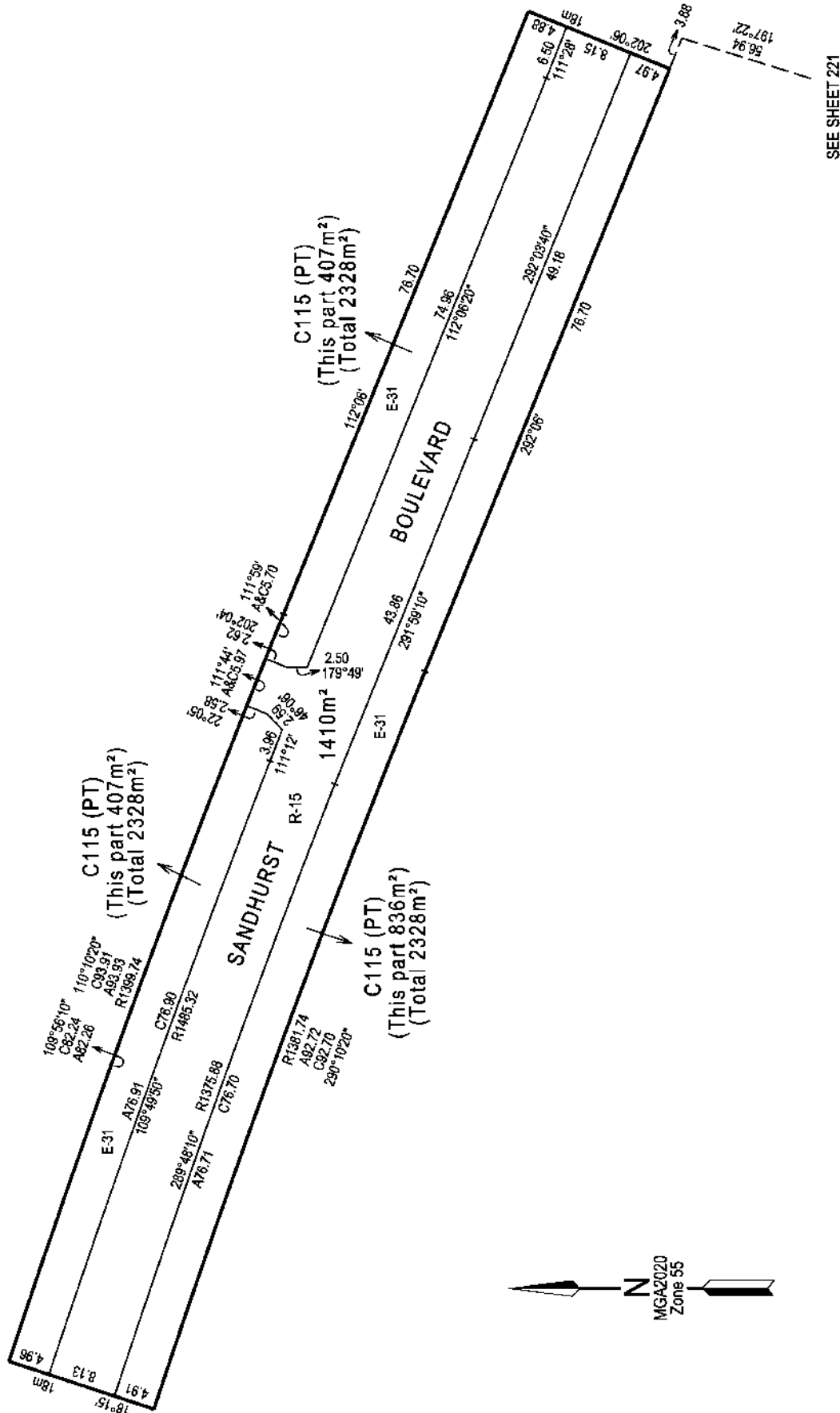
PS 500745K



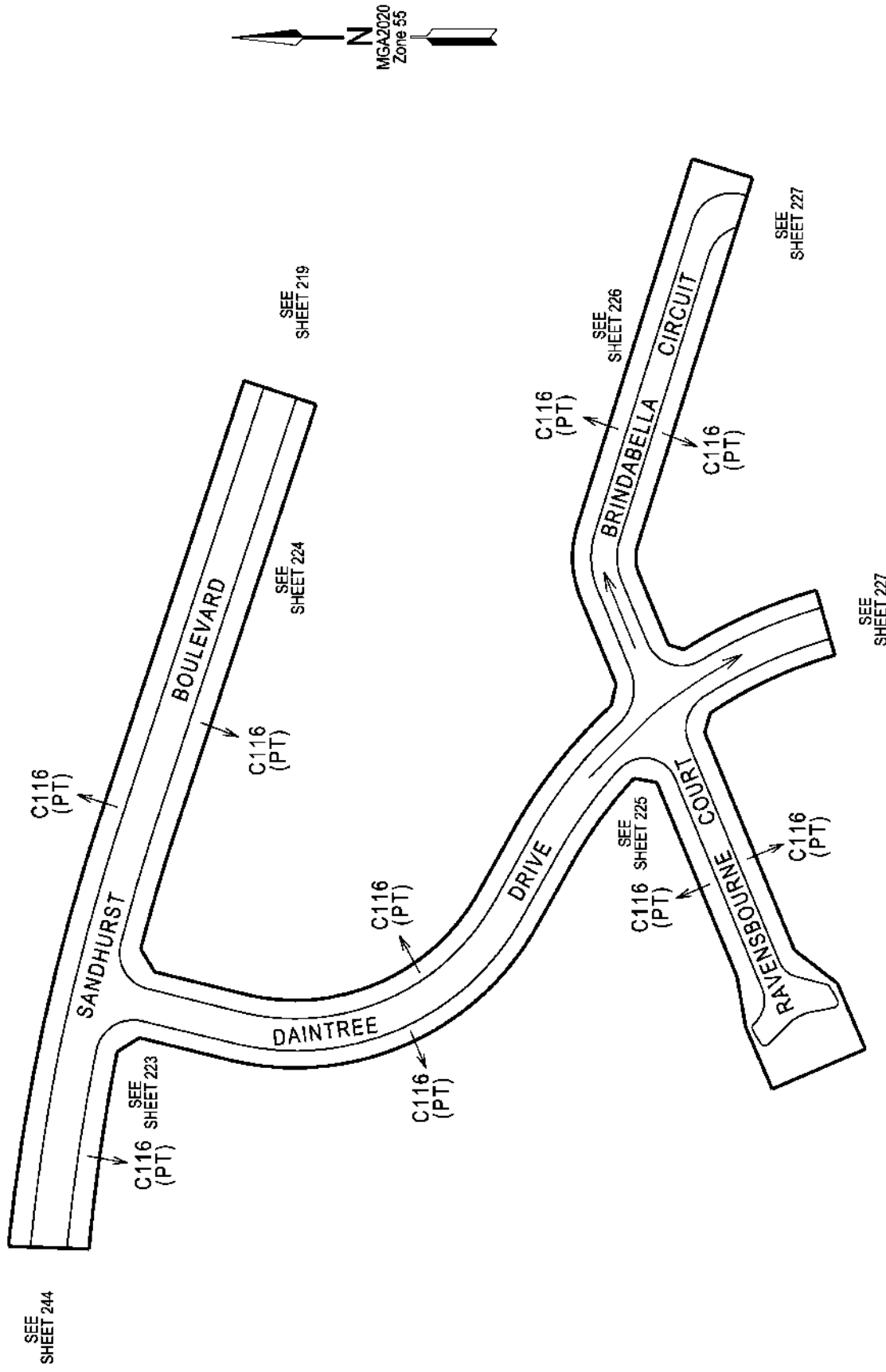
VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

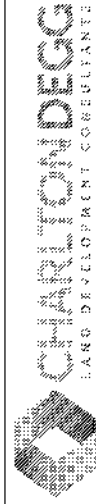
PS 500745K



PS 500745K



PS916756K



SCALE 1:1000

10 0 10 20 30 40
LENGTHS ARE IN METRES

SHEET 222

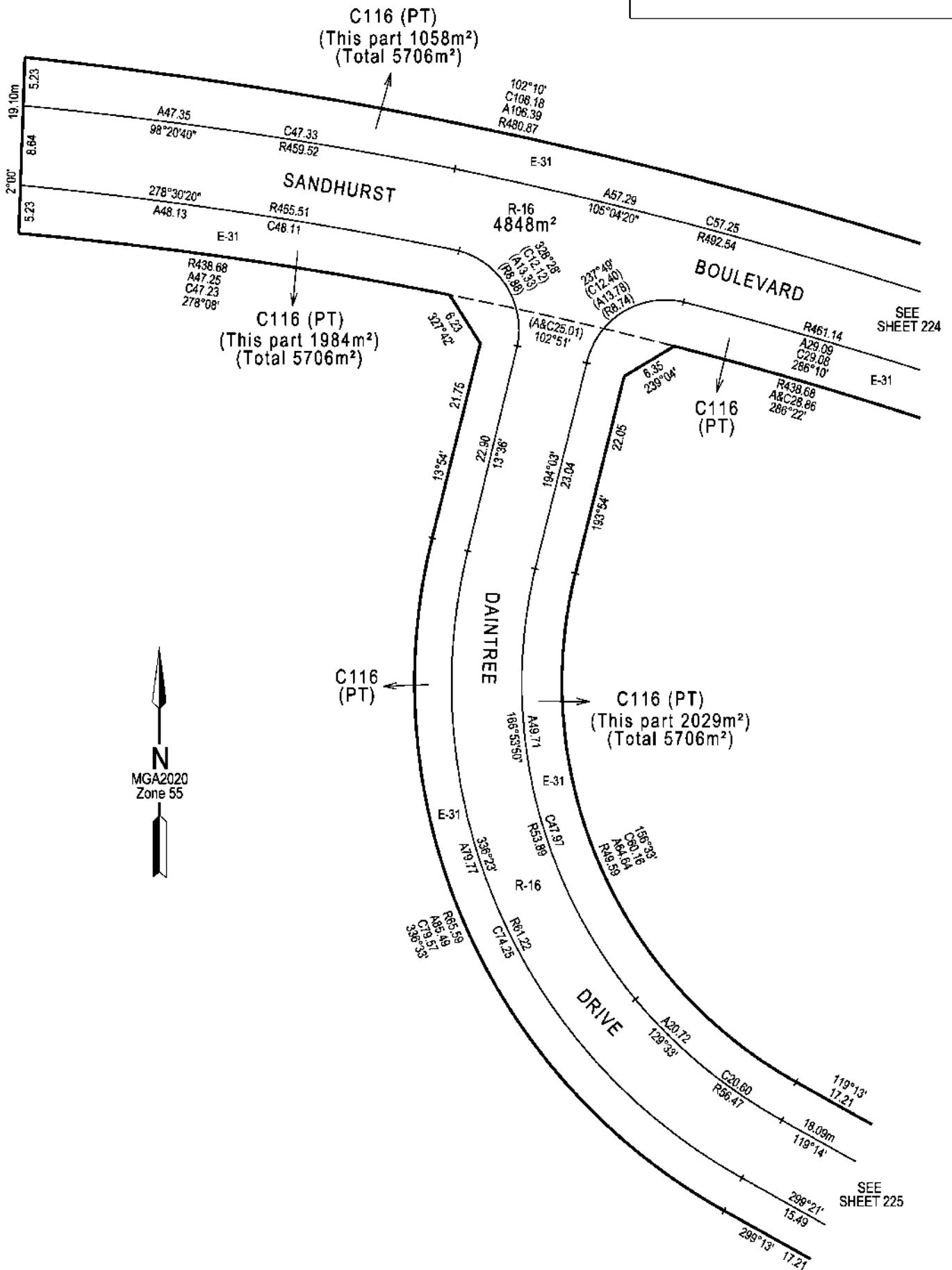
REF 1665

TOM MARKS

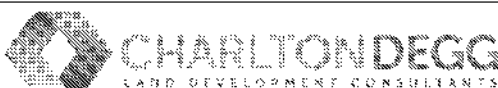
VERSION: 1

ORIGINAL SHEET SIZE: A3

PS 500745K

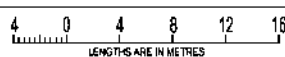


NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



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SCALE
1:400



ORIGINAL SHEET
SIZE: A3

SHEET 223

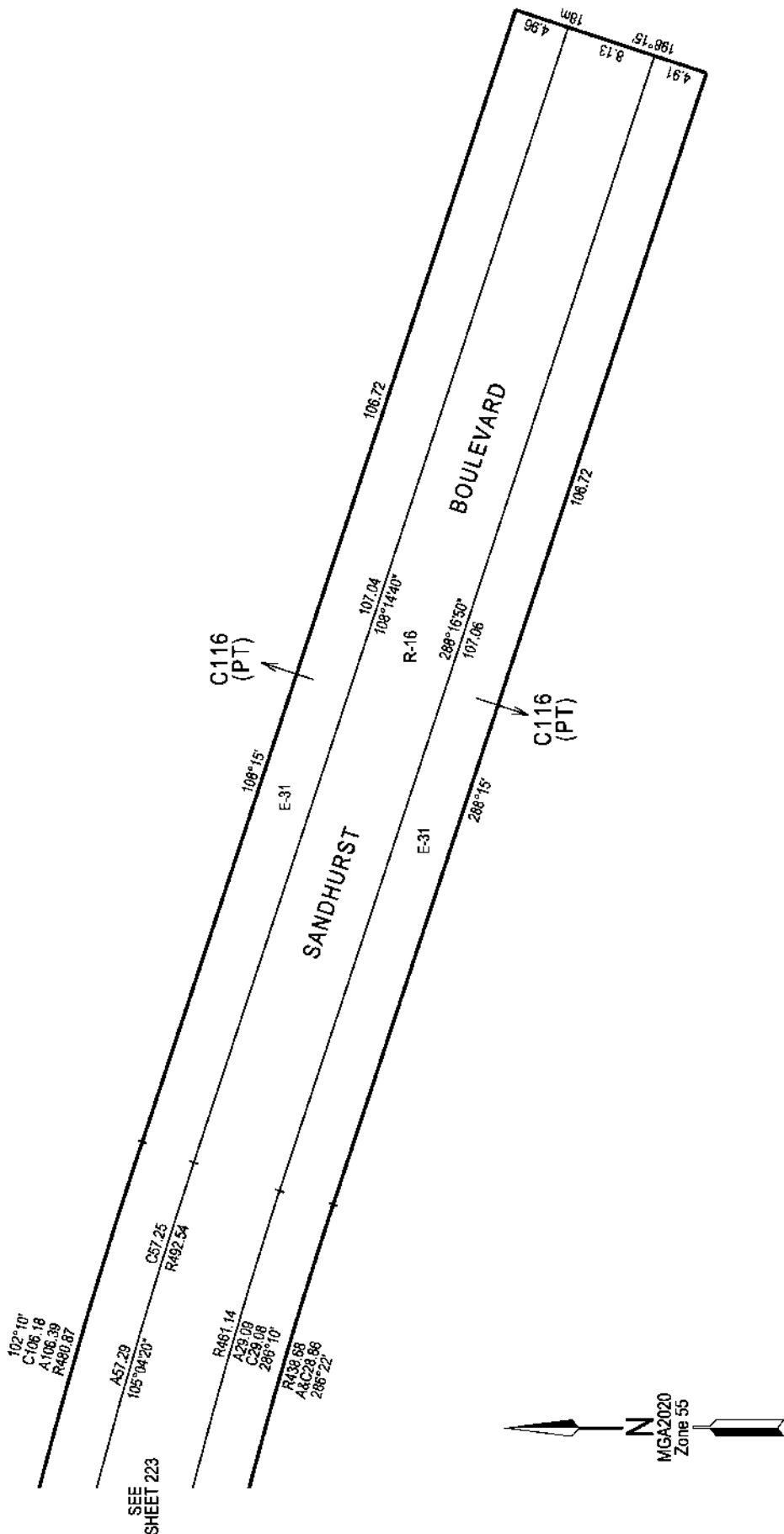
TOW MARKS

REF 1665

VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

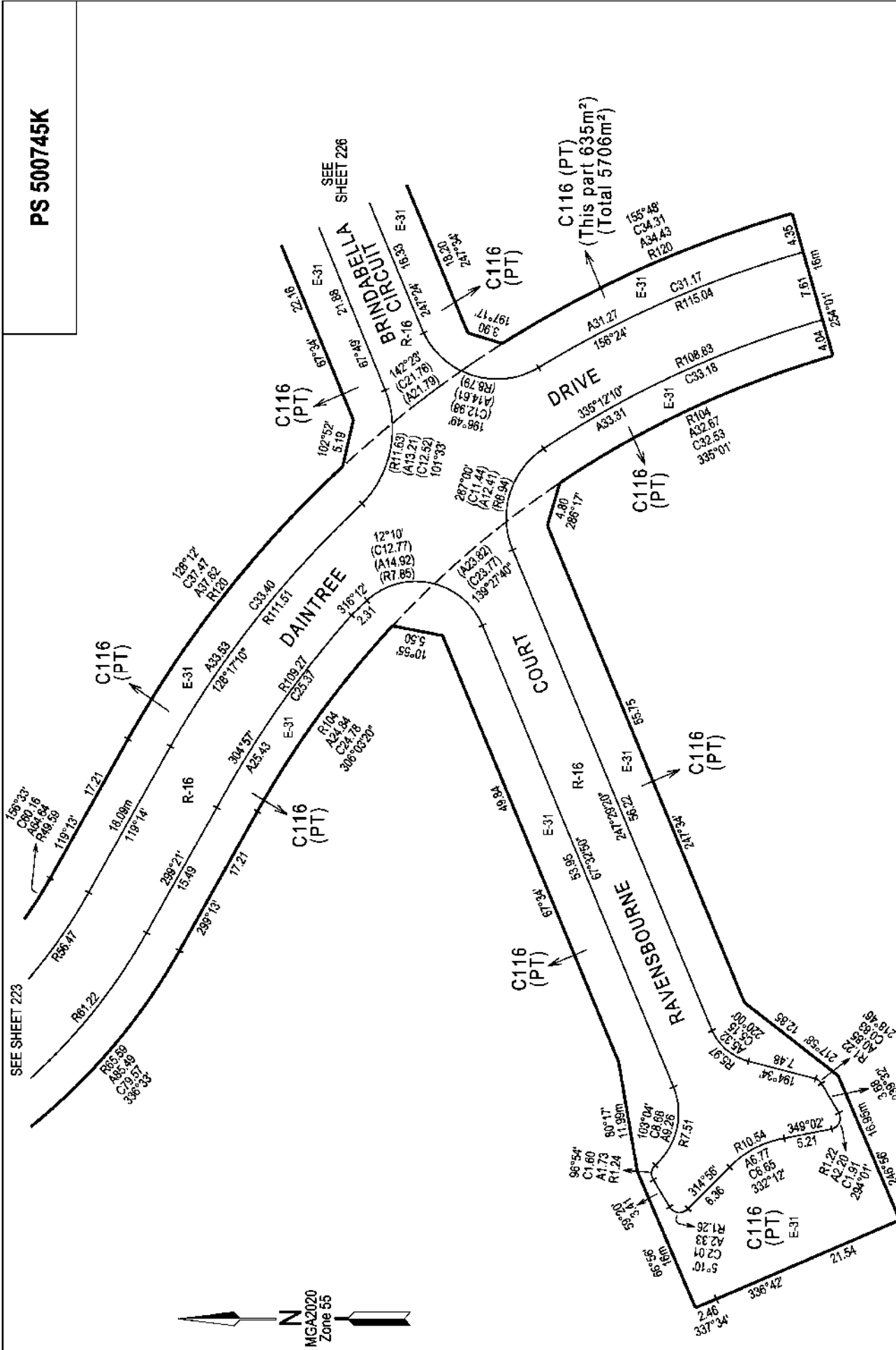


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SCALE 1:400		40 4 8 12 16 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE: A3	SHEET 224
REF 1665		TOM MARKS		VERSION: 1	

PS 500745K

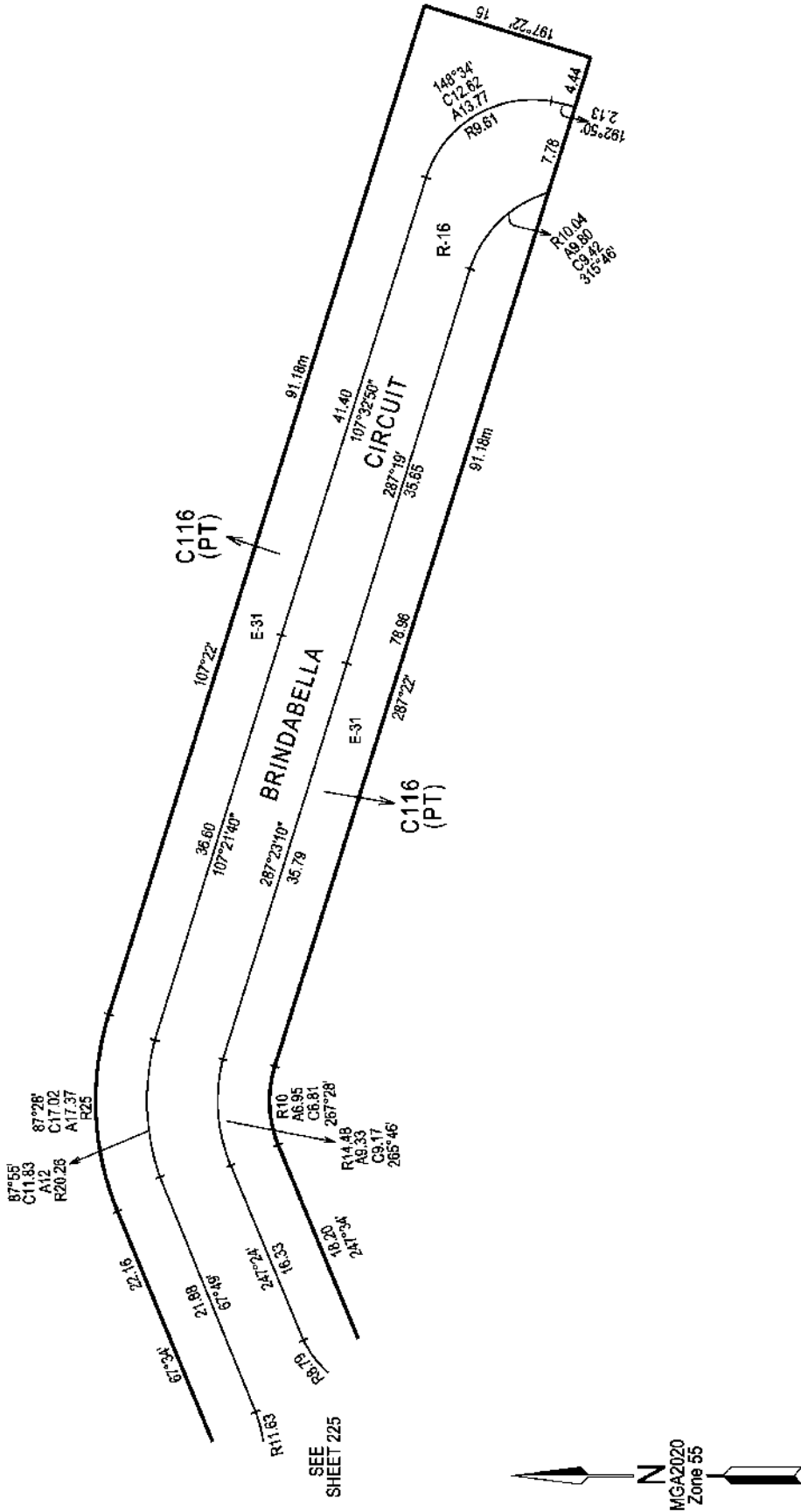


NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

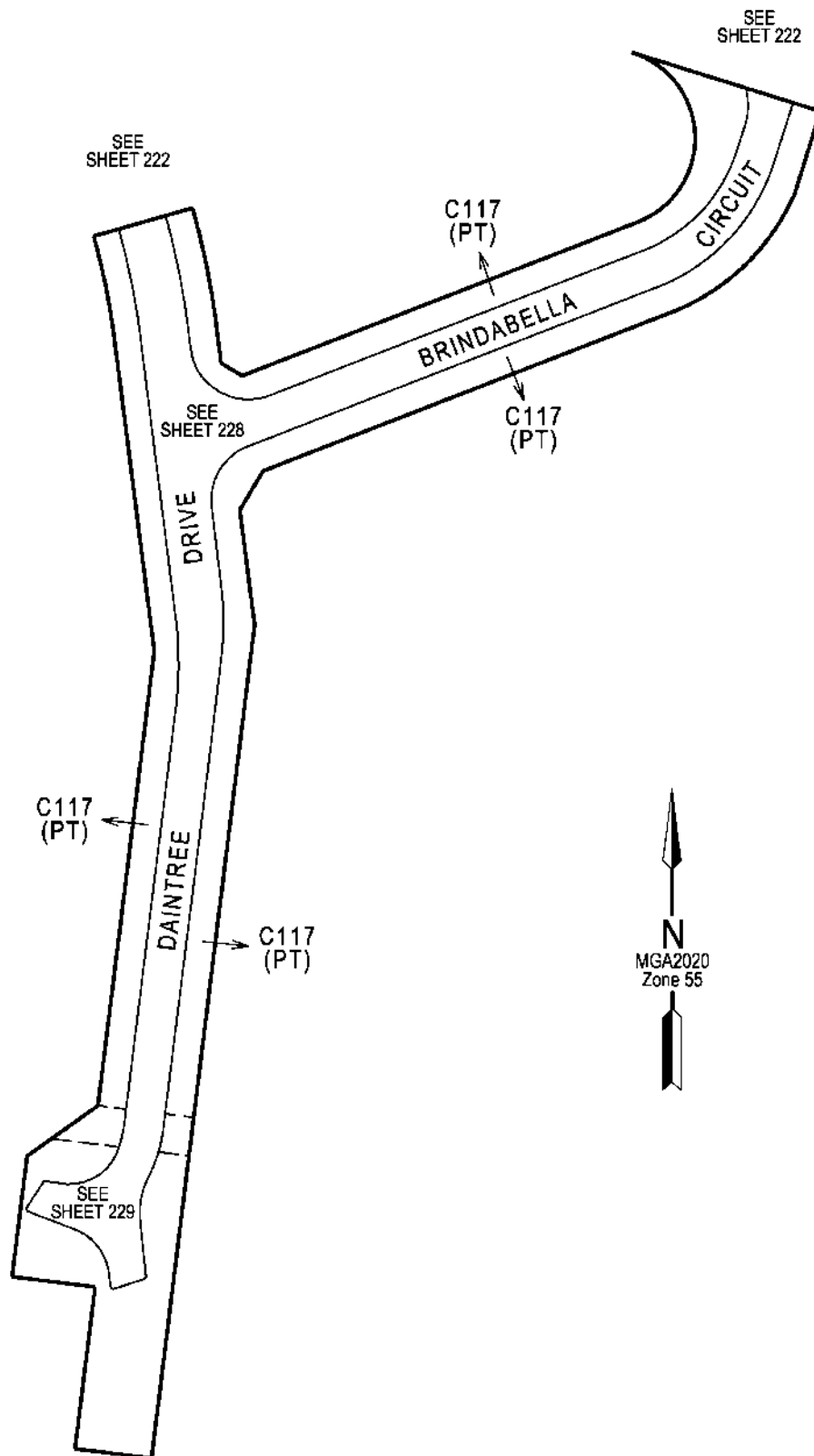
SCALE 1:400	4 0 4 8 12 16 LENGTHS IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 225
REF 1665	TOM MARKS	VERSION: 1	
 CHARLTON DEEG LAND DEVELOPMENT CONSULTANTS SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3330 PH (03) 9775 4555 www.charltondeeg.com.au			

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



PS 500745K

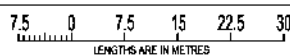


PS916757H



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SCALE
1:750



ORIGINAL SHEET
SIZE: A3

SHEET 227

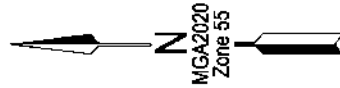
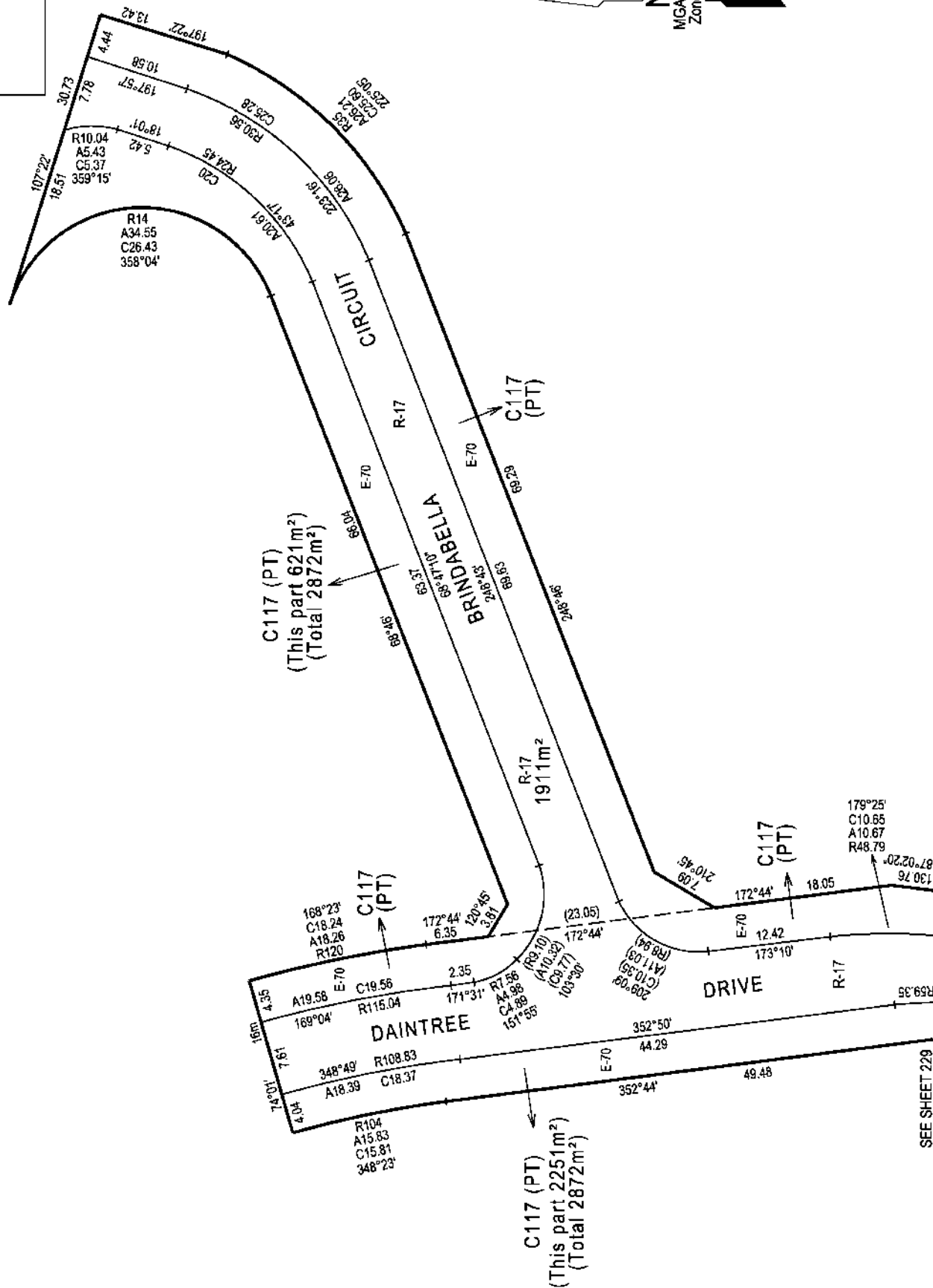
TOM MARKS

REF 1665

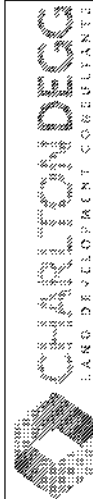
VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



SEE SHEET 229



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SCALE
1:400

LONGS ARE IN METRES

4 0 4 8 12 16

ORIGINAL SHEET
SIZE: A3

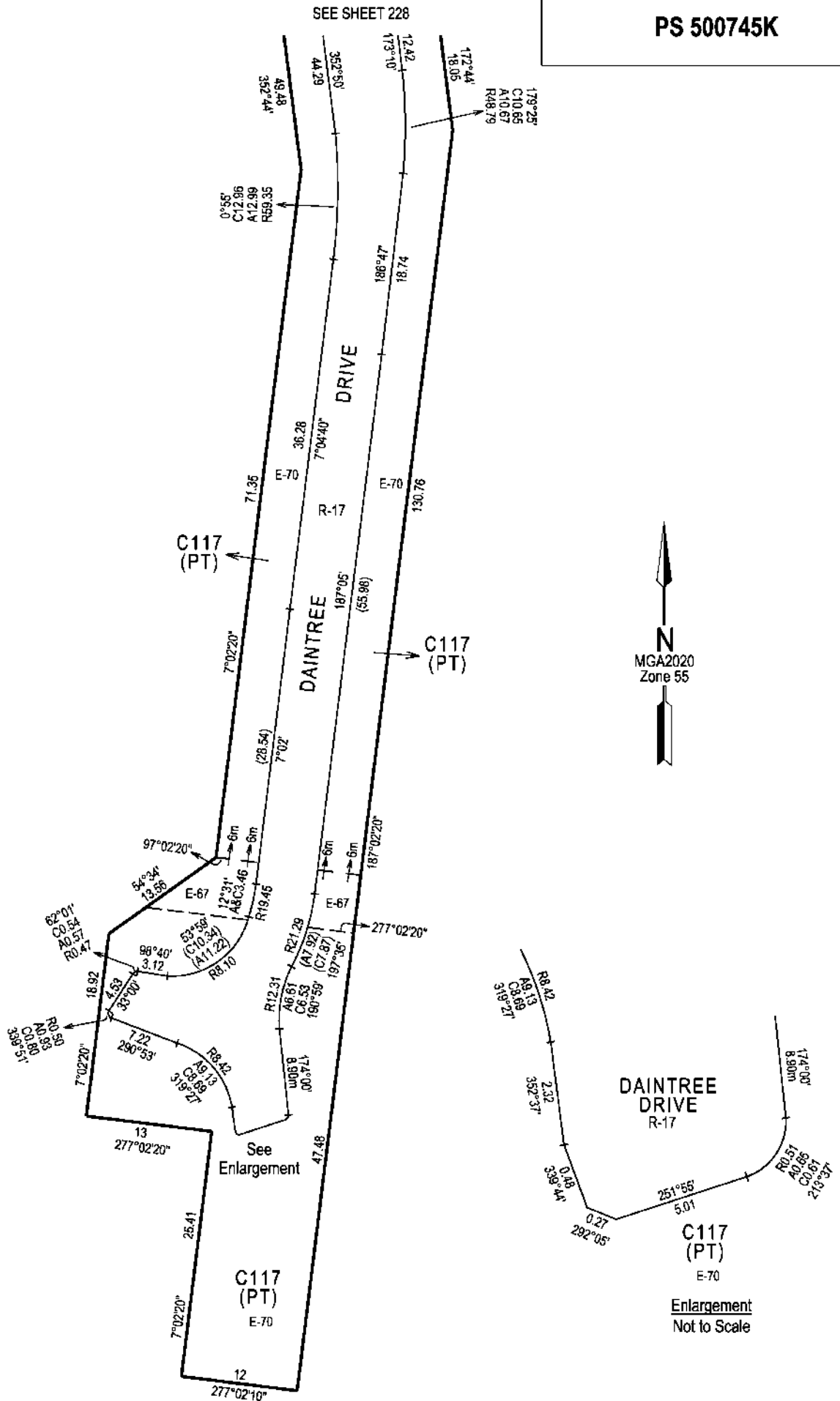
SHEET 228

TOM MARKS

VERSION: 1

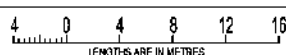
REF 1665

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:400



ORIGINAL SHEET
SIZE: A3

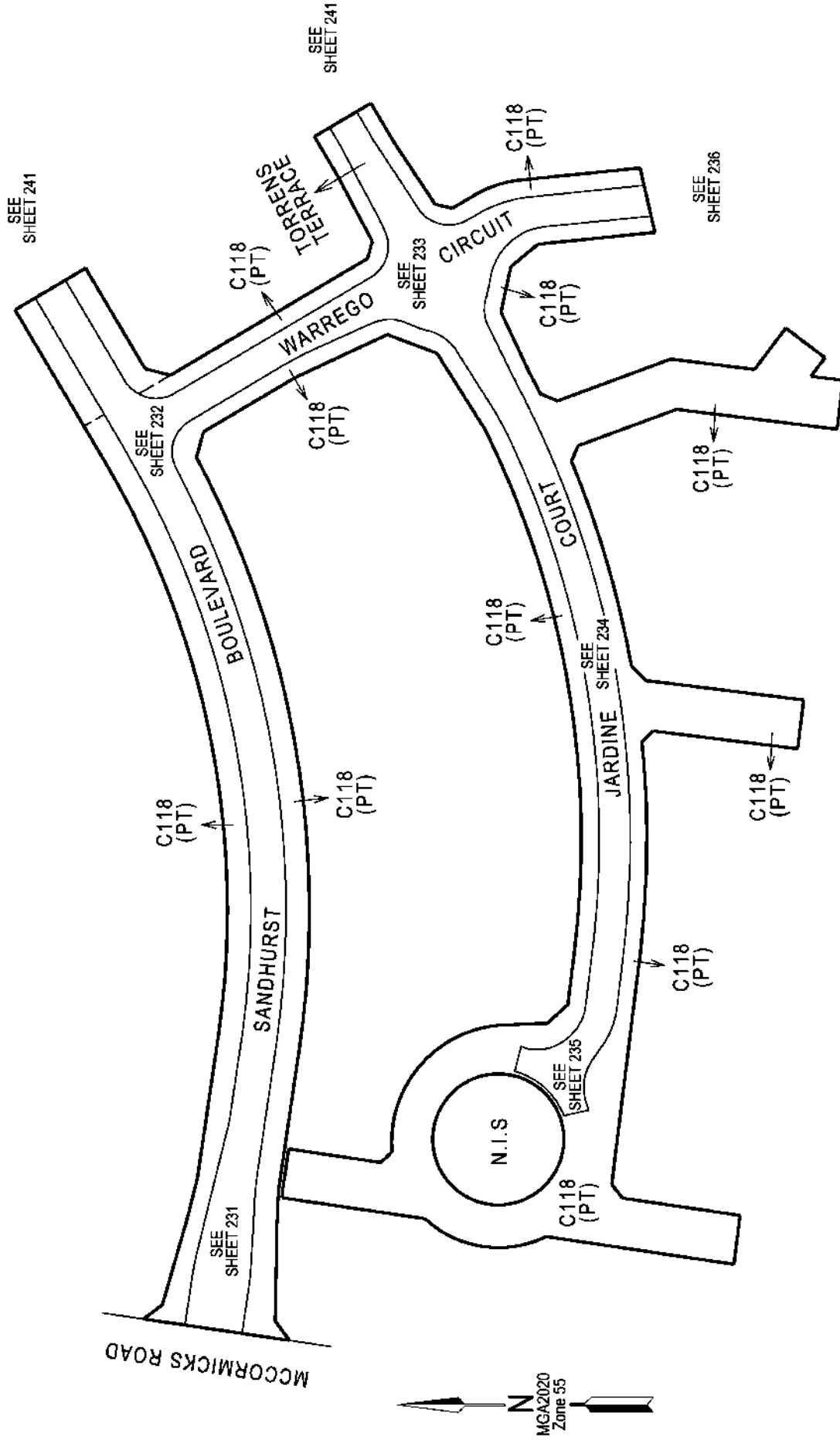
SHEET 229

TOM MARKS

REF 1665

VERSION: 1

PS 500745K



PS916758F

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SCALE
1:1000

10 0 10 20 30 40
LENGTHS IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 230

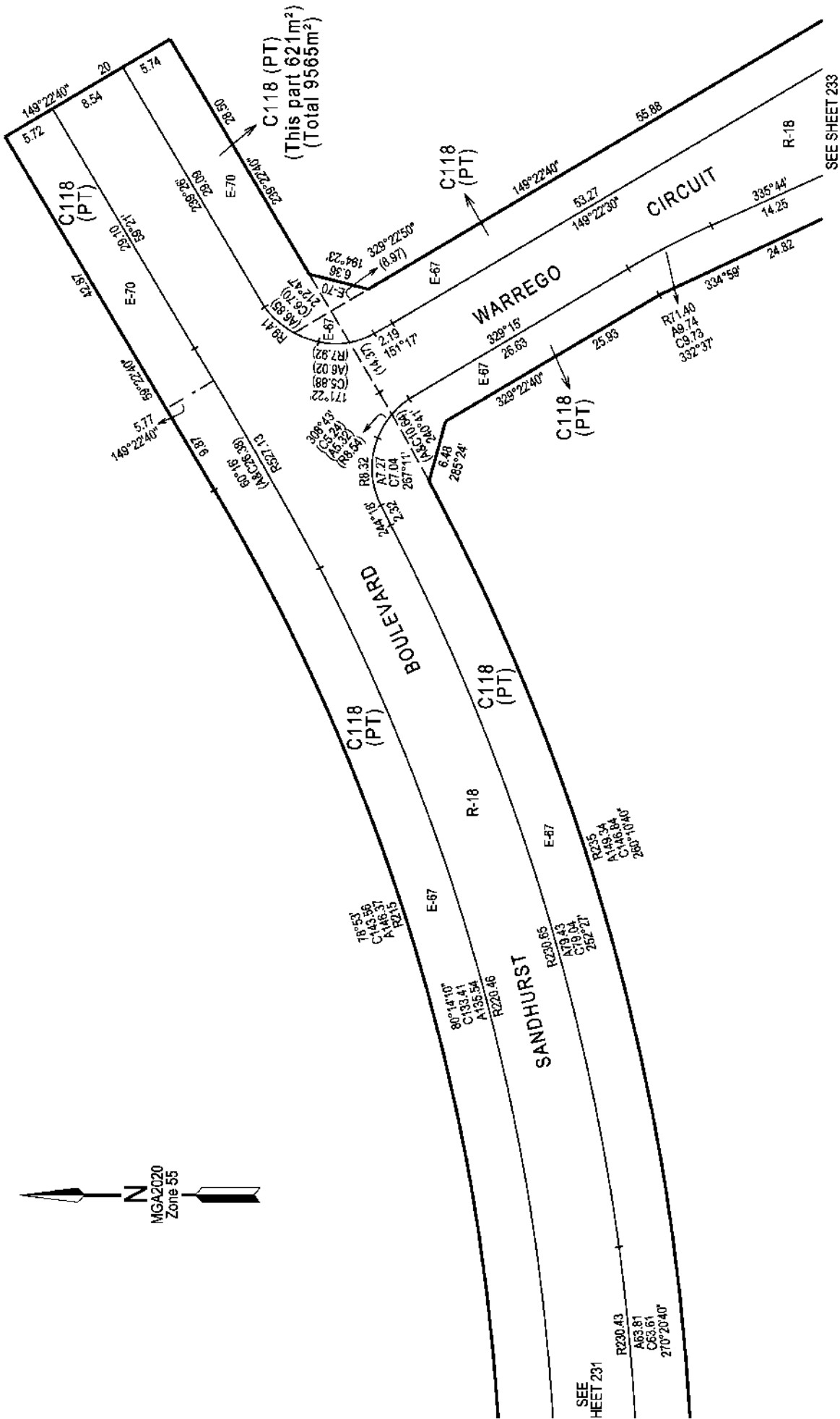
TOM MARKS

REF 1665

VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

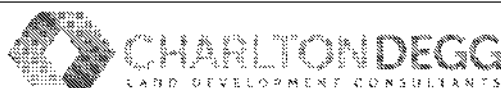
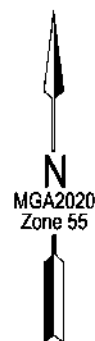
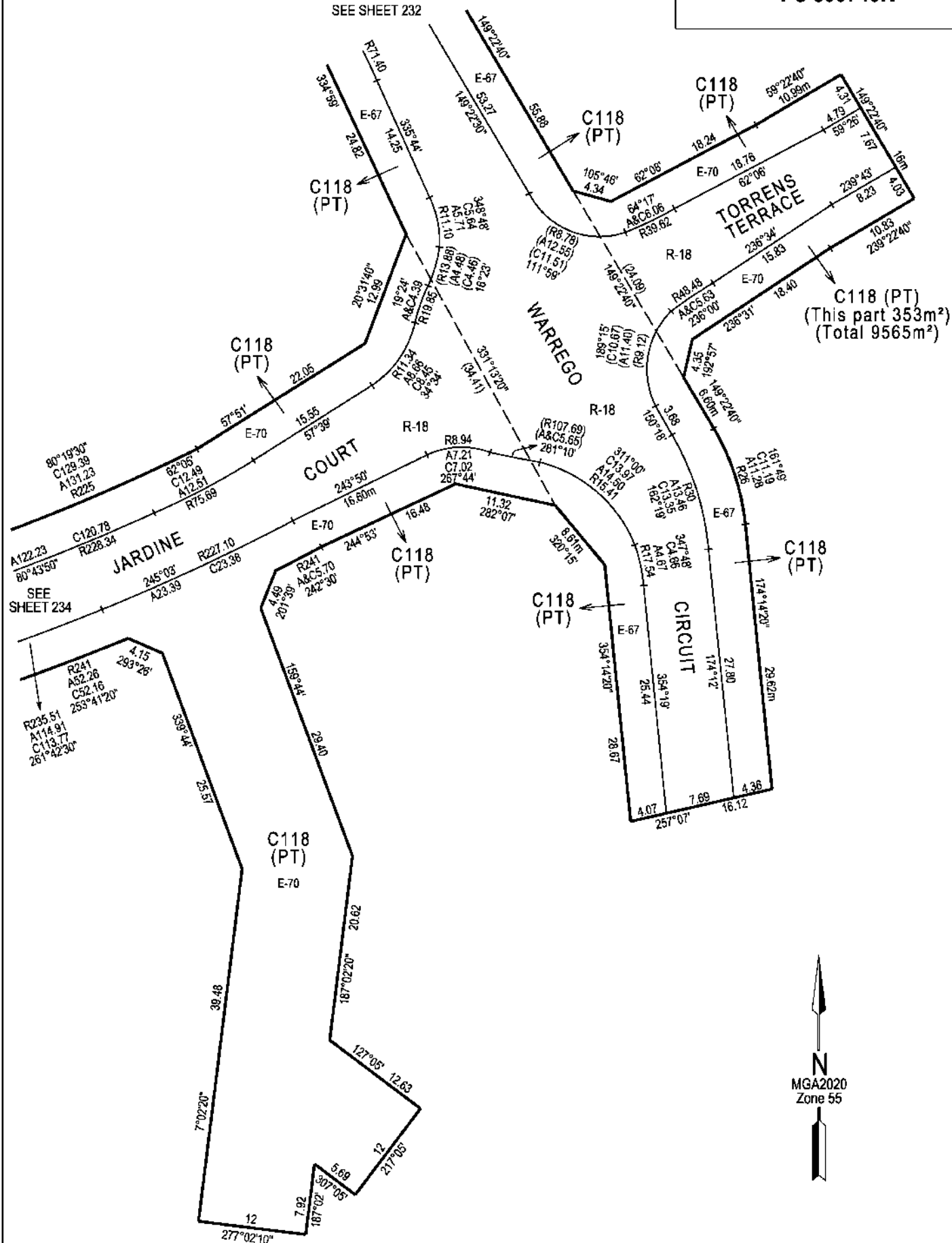
PS 500745K



NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

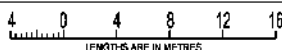
PS 500745K

SEE SHEET 232



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SCALE
1:400



TOM MARKS

REF 1665

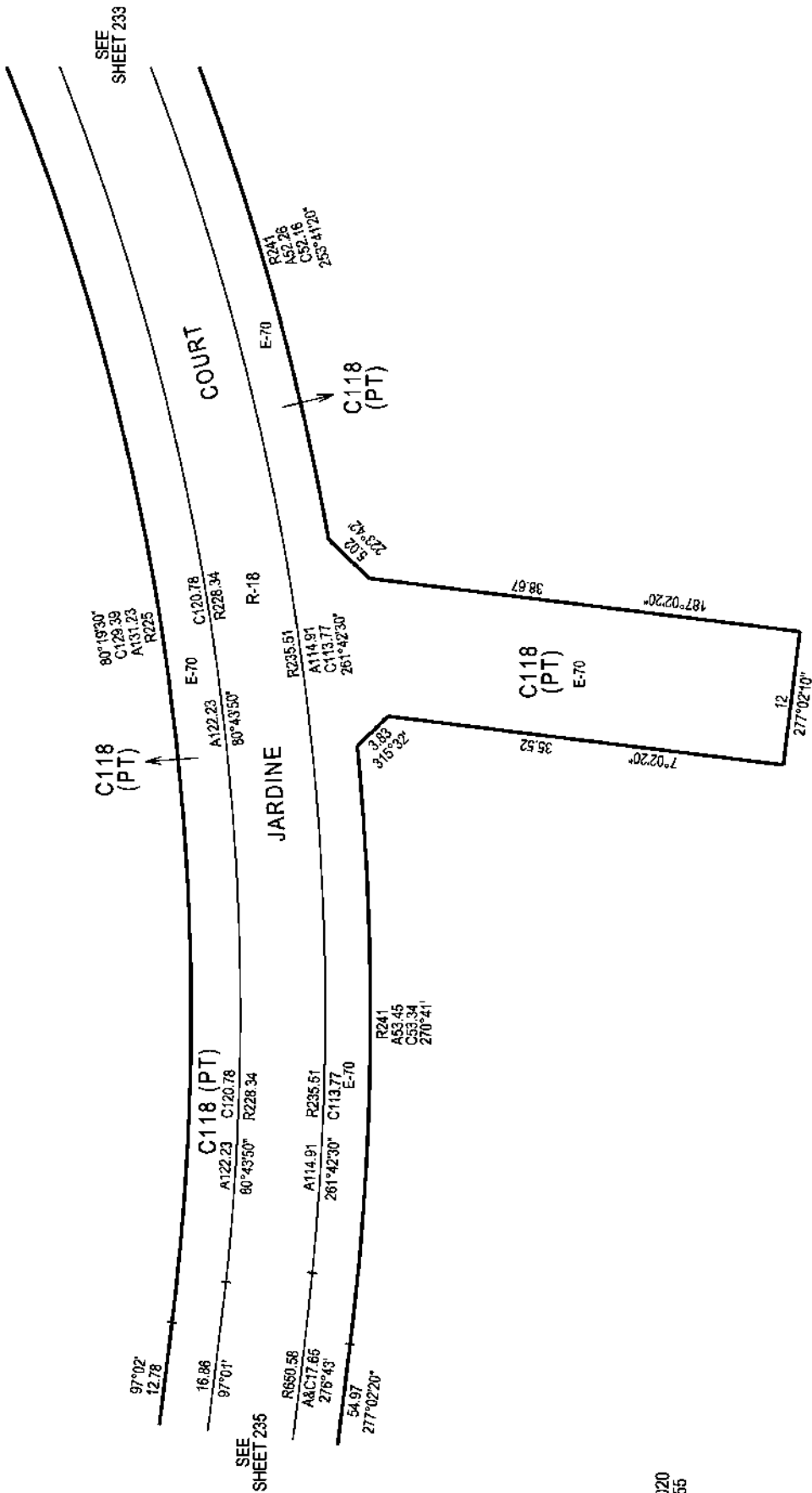
VERSION: 1

ORIGINAL SHEET
SIZE: A3

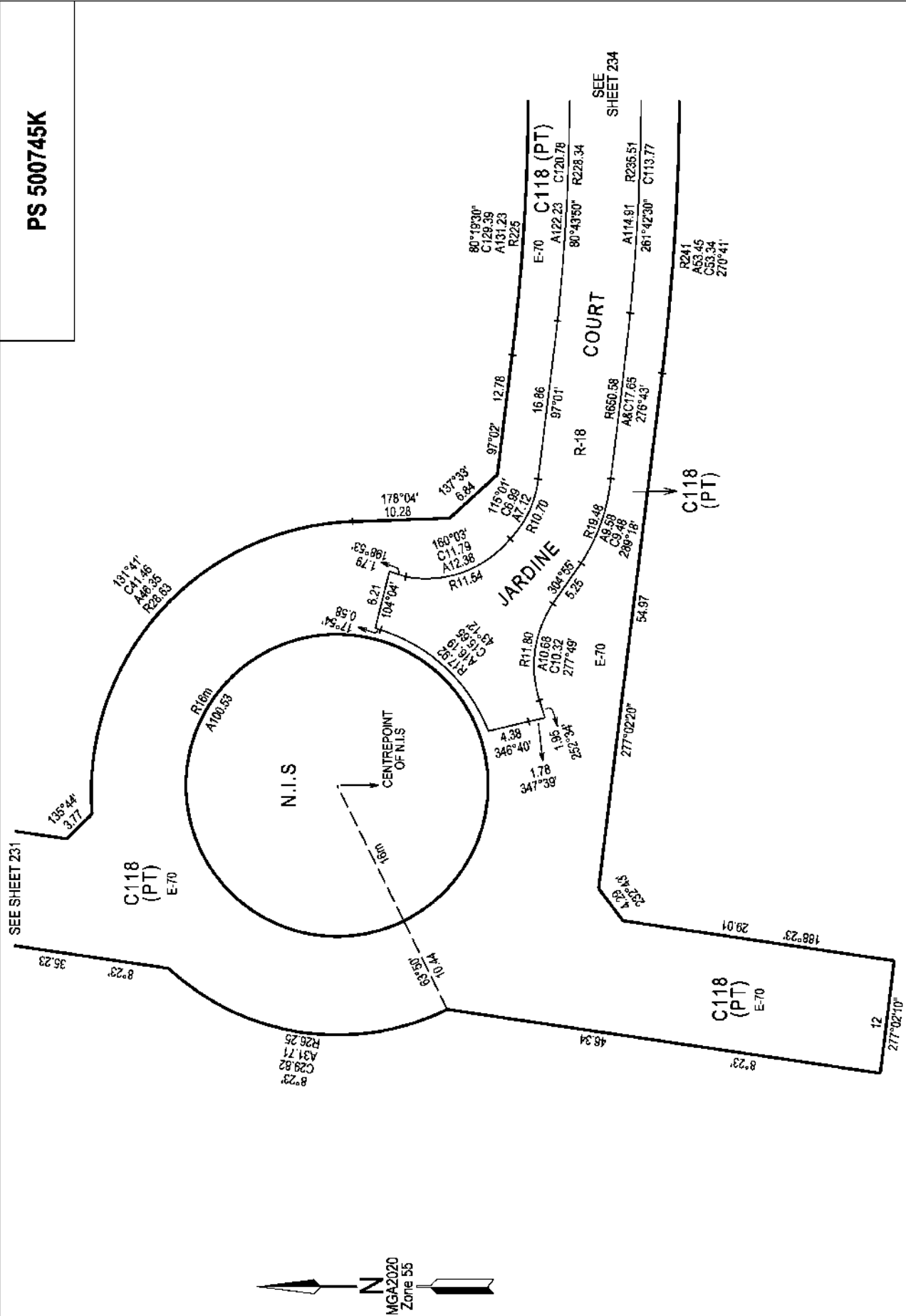
SHEET 233

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

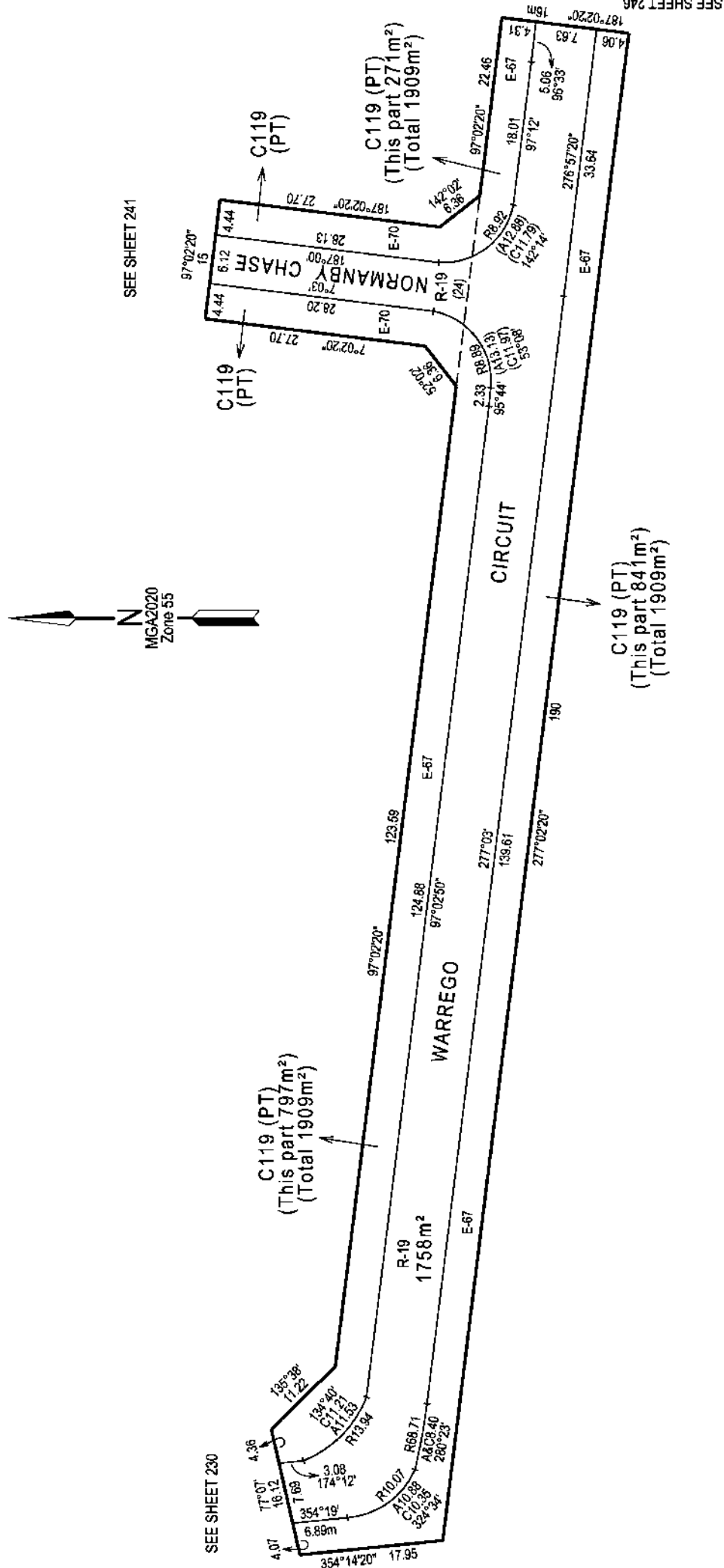


PS 500745K



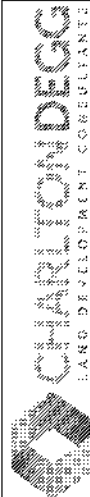
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

 SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555 www.charltondecca.com.au		 LAND DEVELOPMENT CONSULTANTS	
SCALE 1:400	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 235
REF 1665		TOM MARKS VERSION: 1	



PS916759D

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



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TOM MARKS

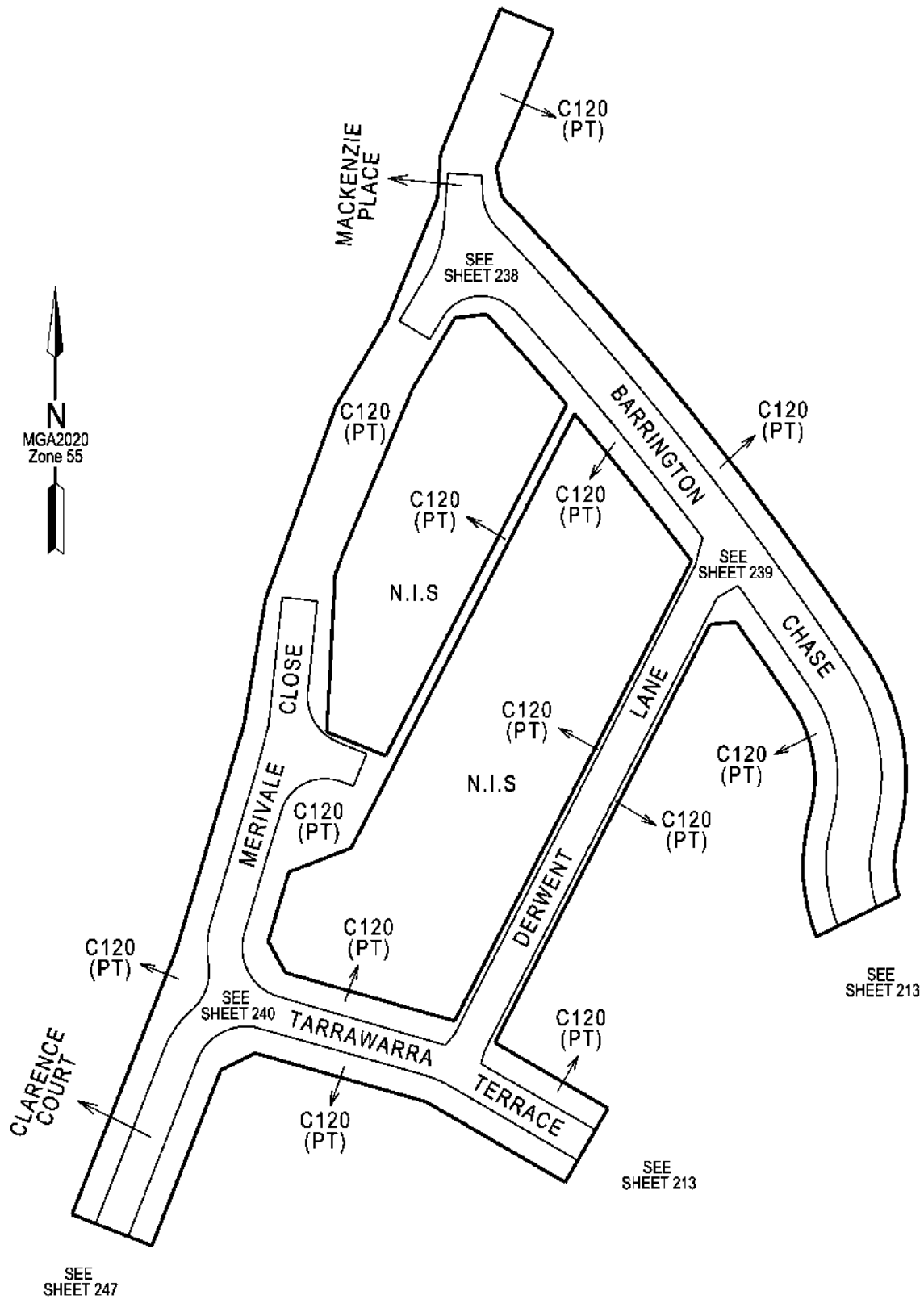
VERSION: 1

REF 1685

ORIGINAL SHEET
SIZE: A3

SHEET 236

PS 500745K

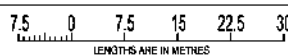


PS916760U



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SCALE
1:750



ORIGINAL SHEET
SIZE: A3

SHEET 237

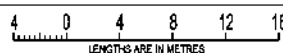
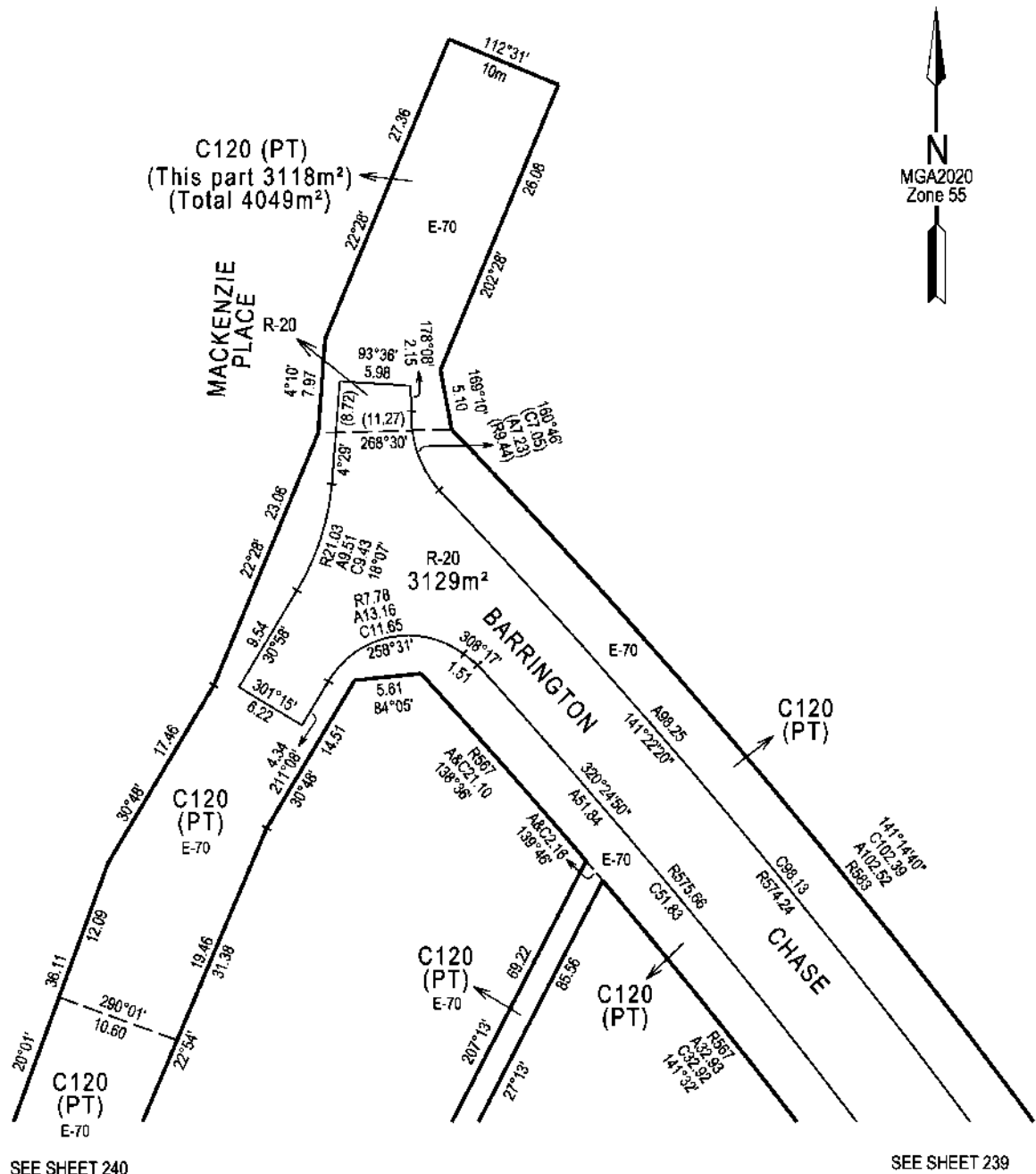
TOM MARKS

REF 1665

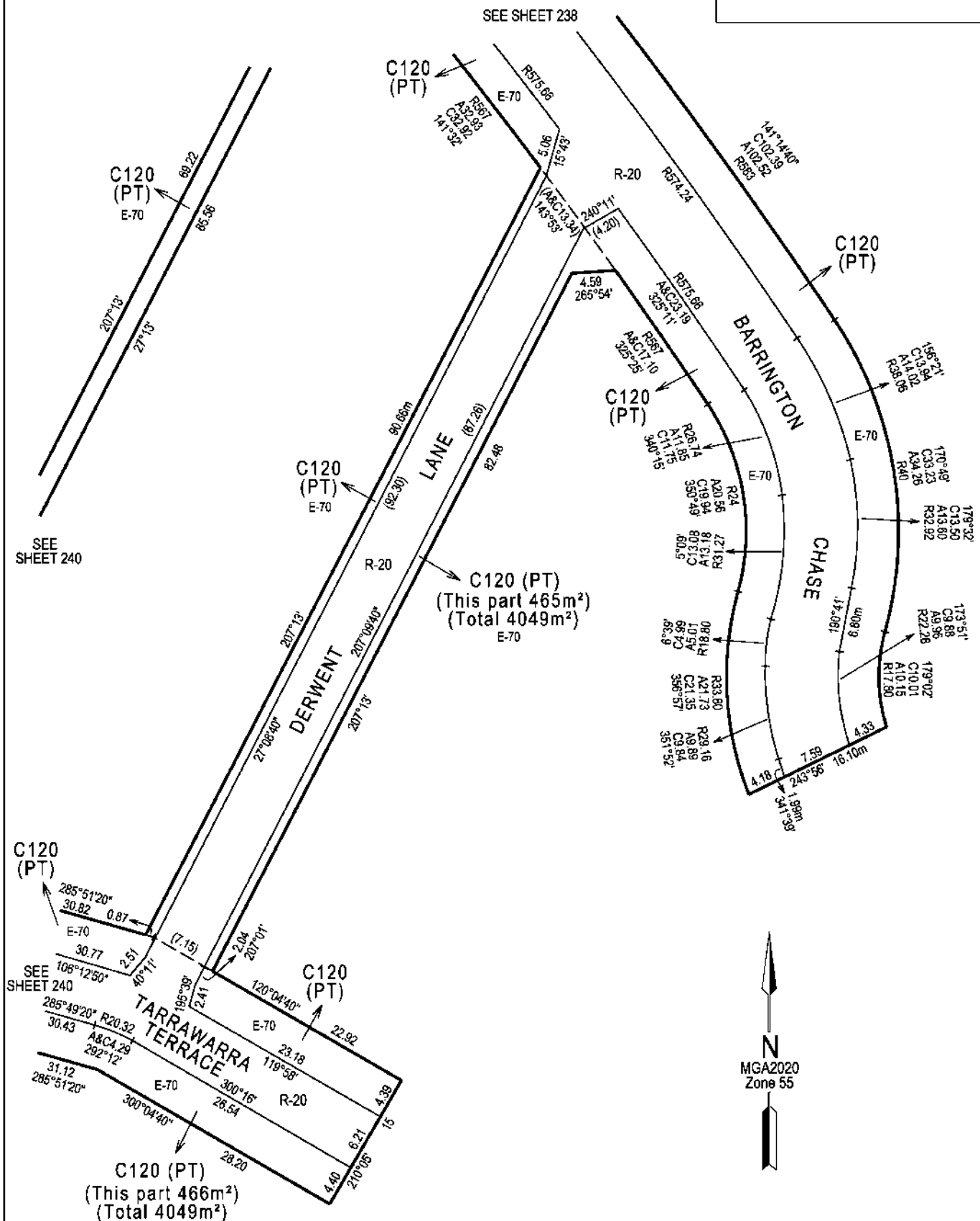
VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

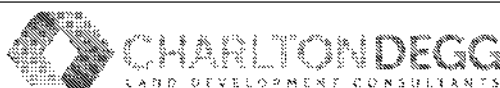
PS 500745K



PS 500745K

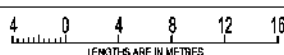


NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE
1:400



TOM MARKS

REF 1665

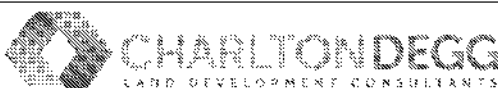
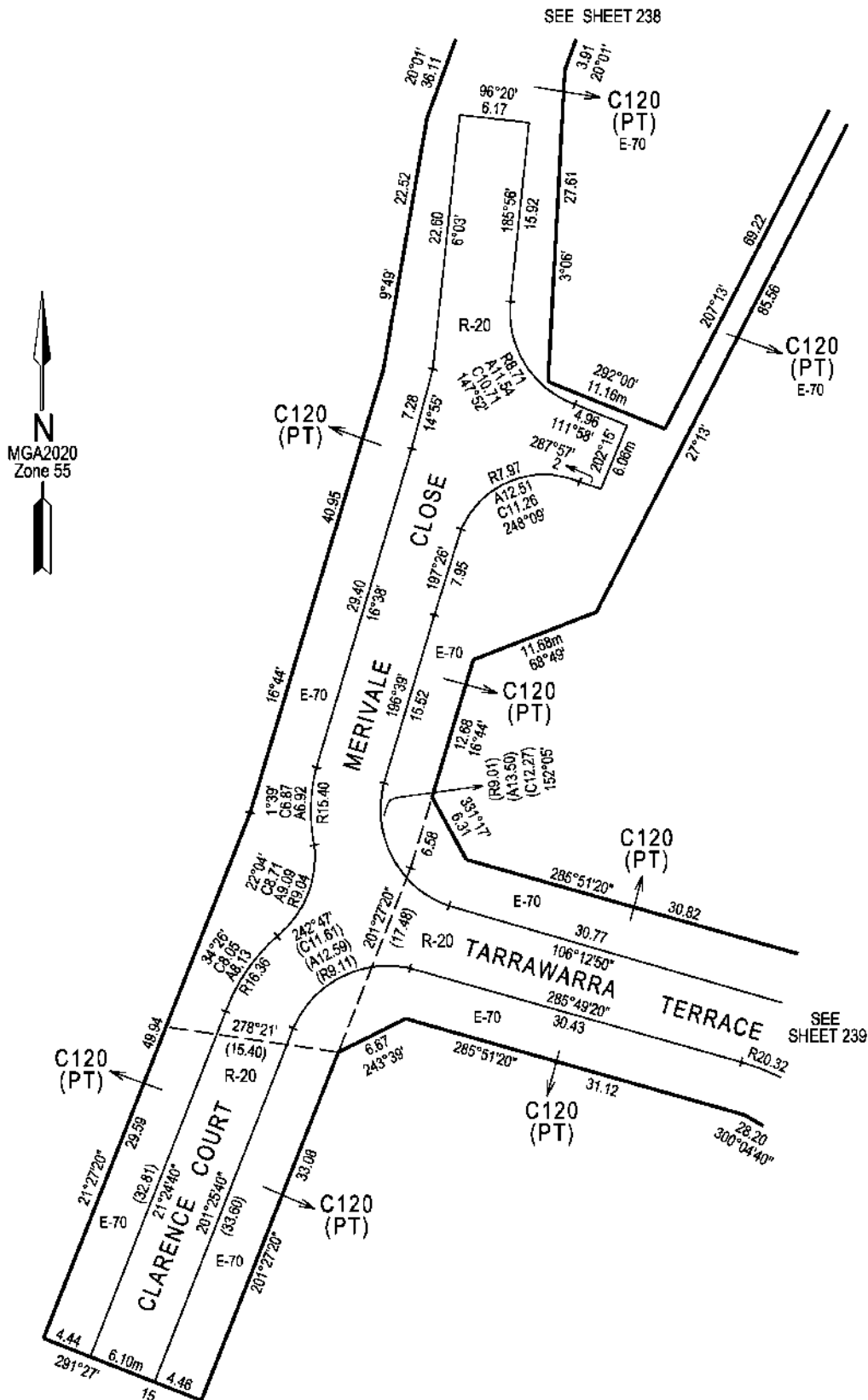
VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 239

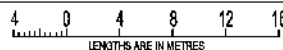
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



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SCALE
1:400



ORIGINAL SHEET
SIZE: A3

SHEET 240

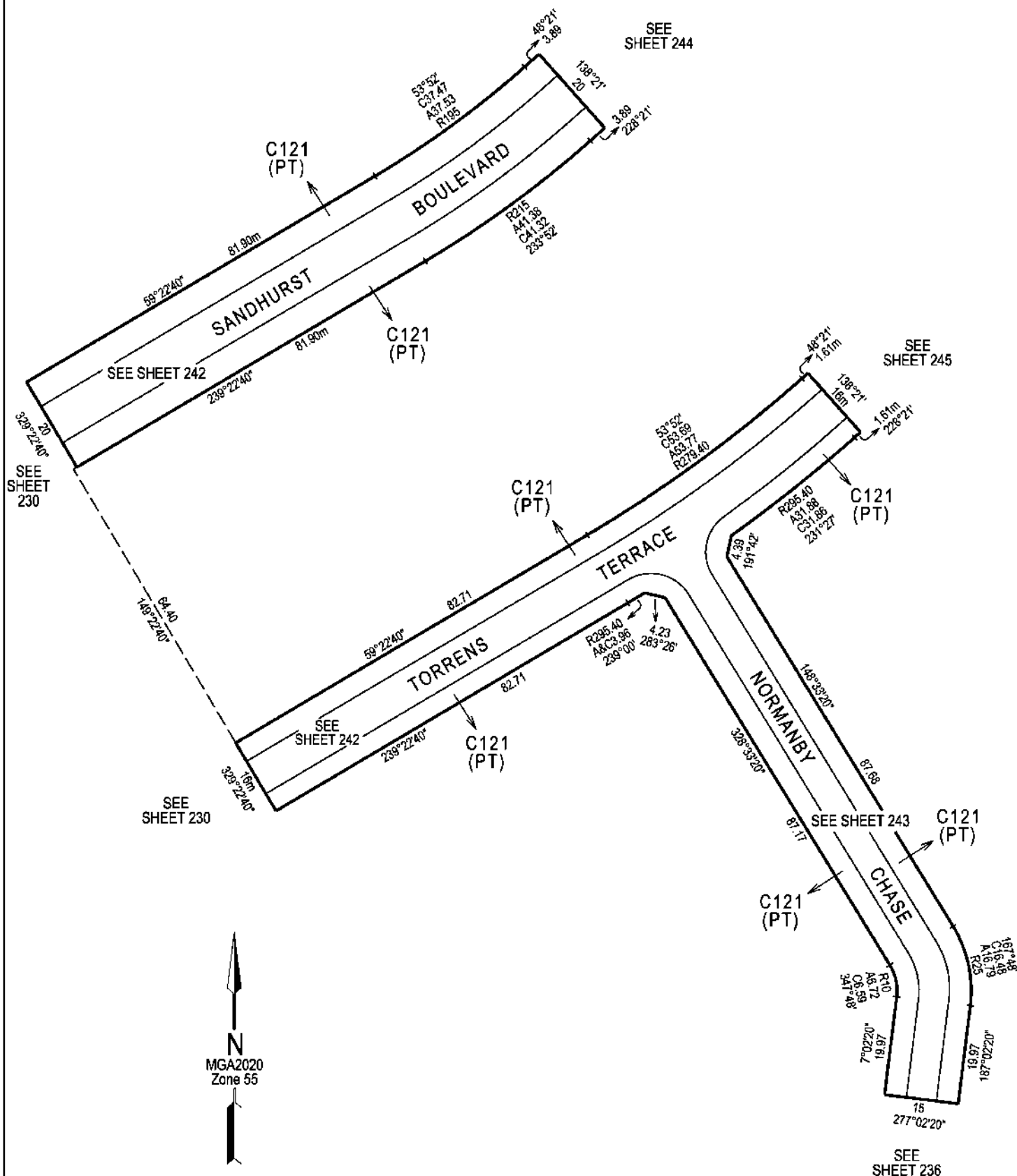
TOM MARKS

REF 1665

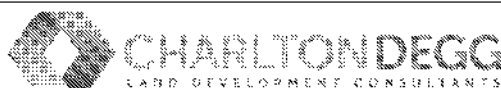
VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

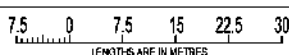


PS916761S



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SCALE
1:750



TOM MARKS

REF 1665

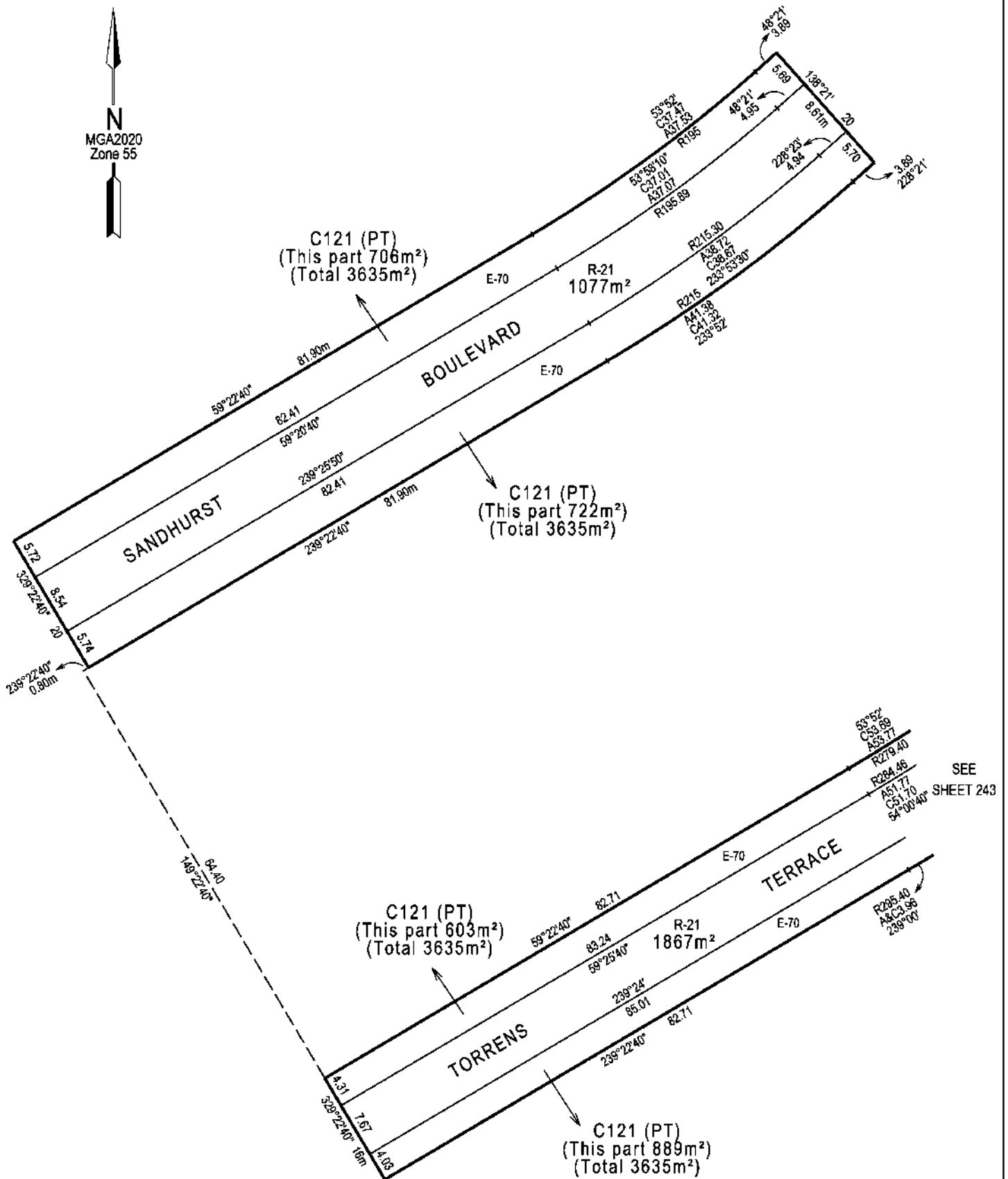
VERSION: 1

ORIGINAL SHEET
SIZE: A3

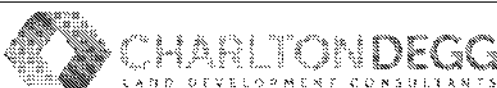
SHEET 241

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

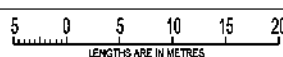


SEE SHEET 243



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:500



TOM MARKS

REF 1665

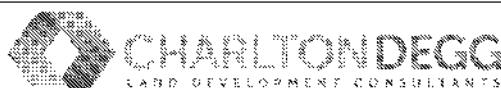
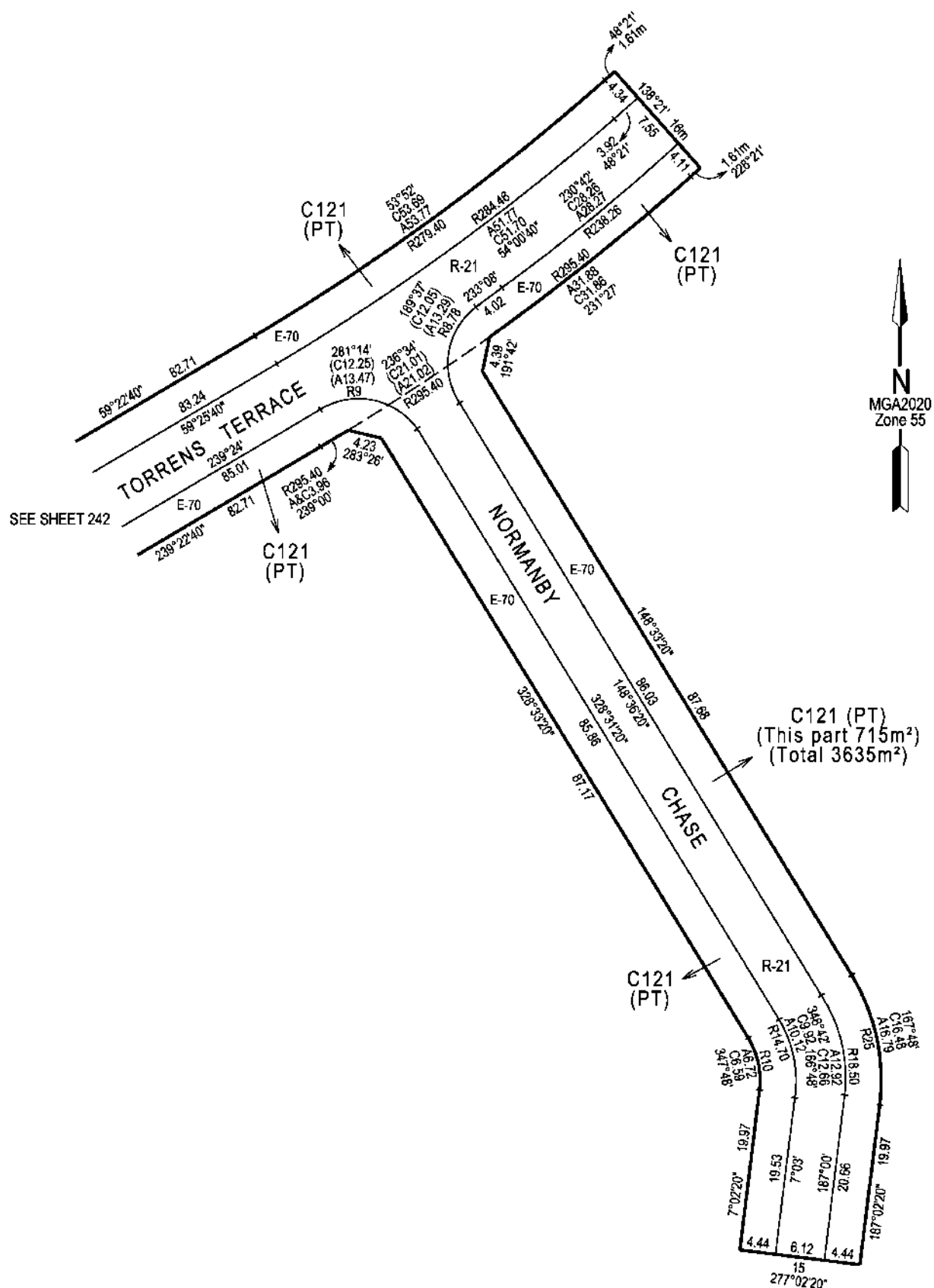
VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 242

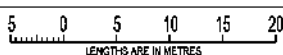
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:500



TOM MARKS

REF 1665

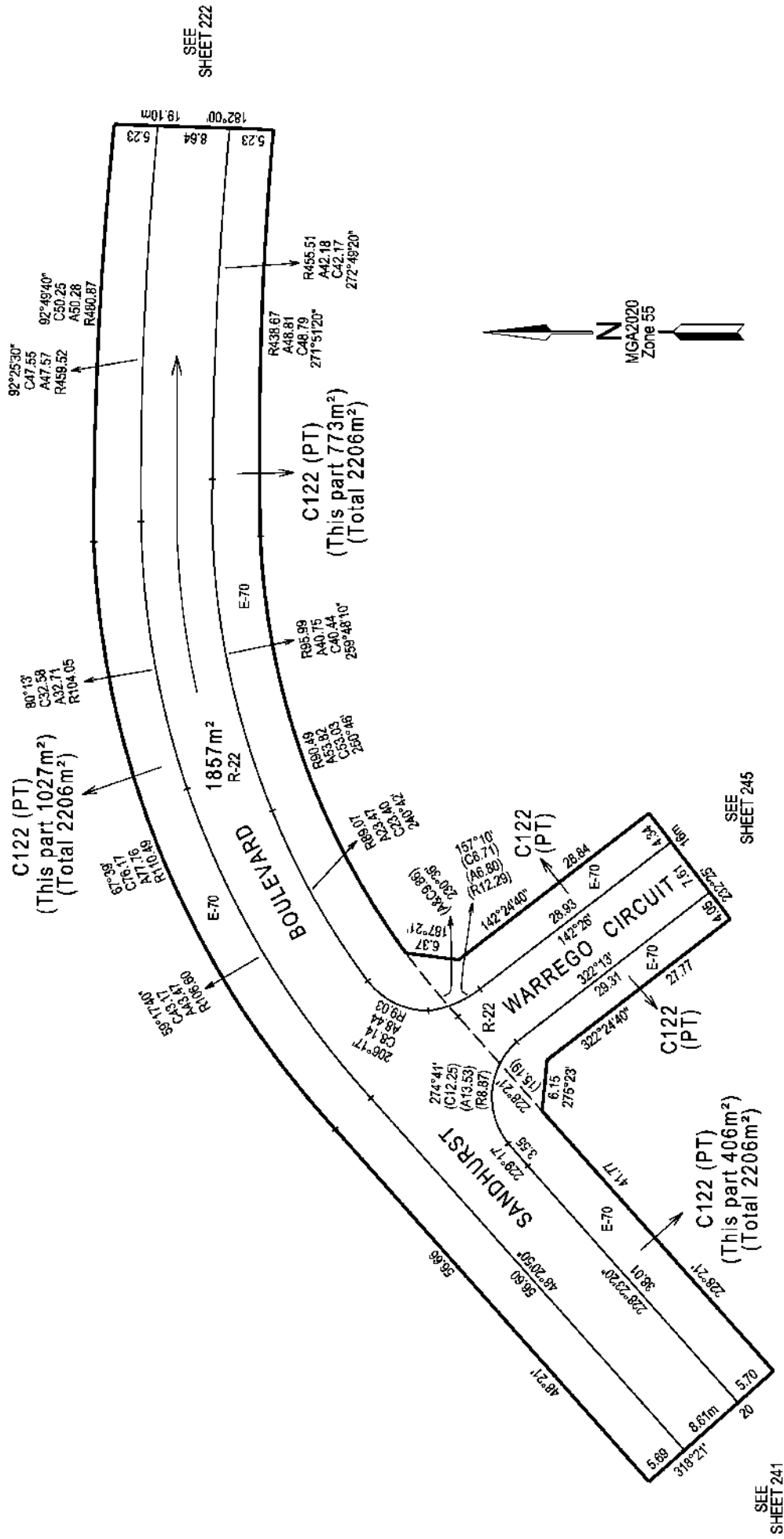
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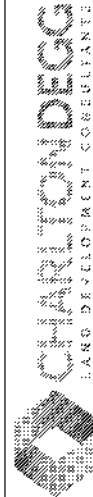
SHEET 243

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



PS916762Q



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555
www.charltondeeg.com.au

TOM MARKS

VERSION: 1

REF 1665

SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

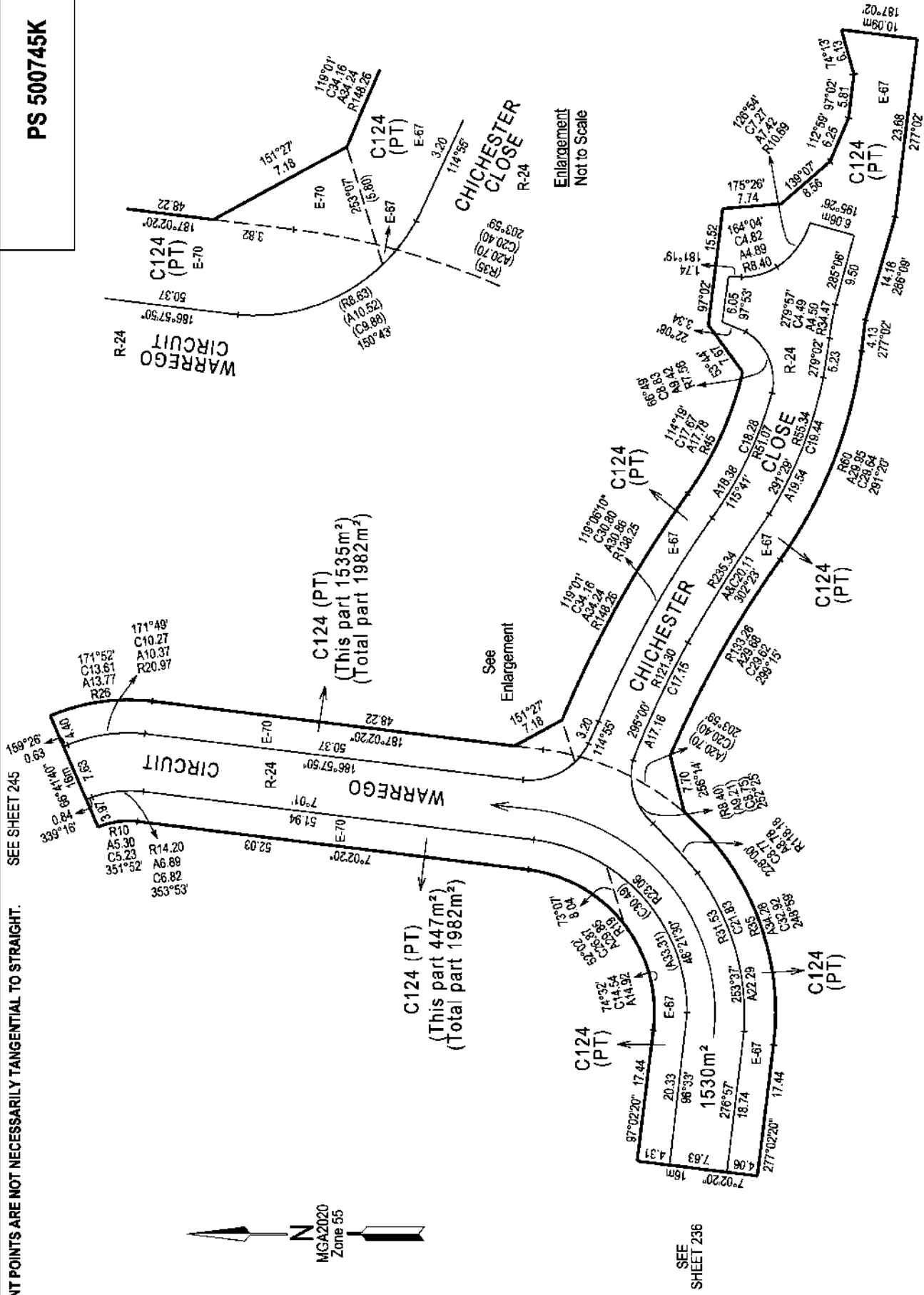
SHEET 244

SHEET 245

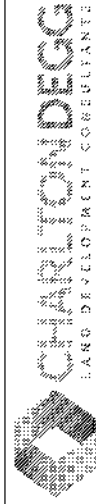
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

SEE SHEET 245

PS 500745K



PS918563L



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondeeg.com.au

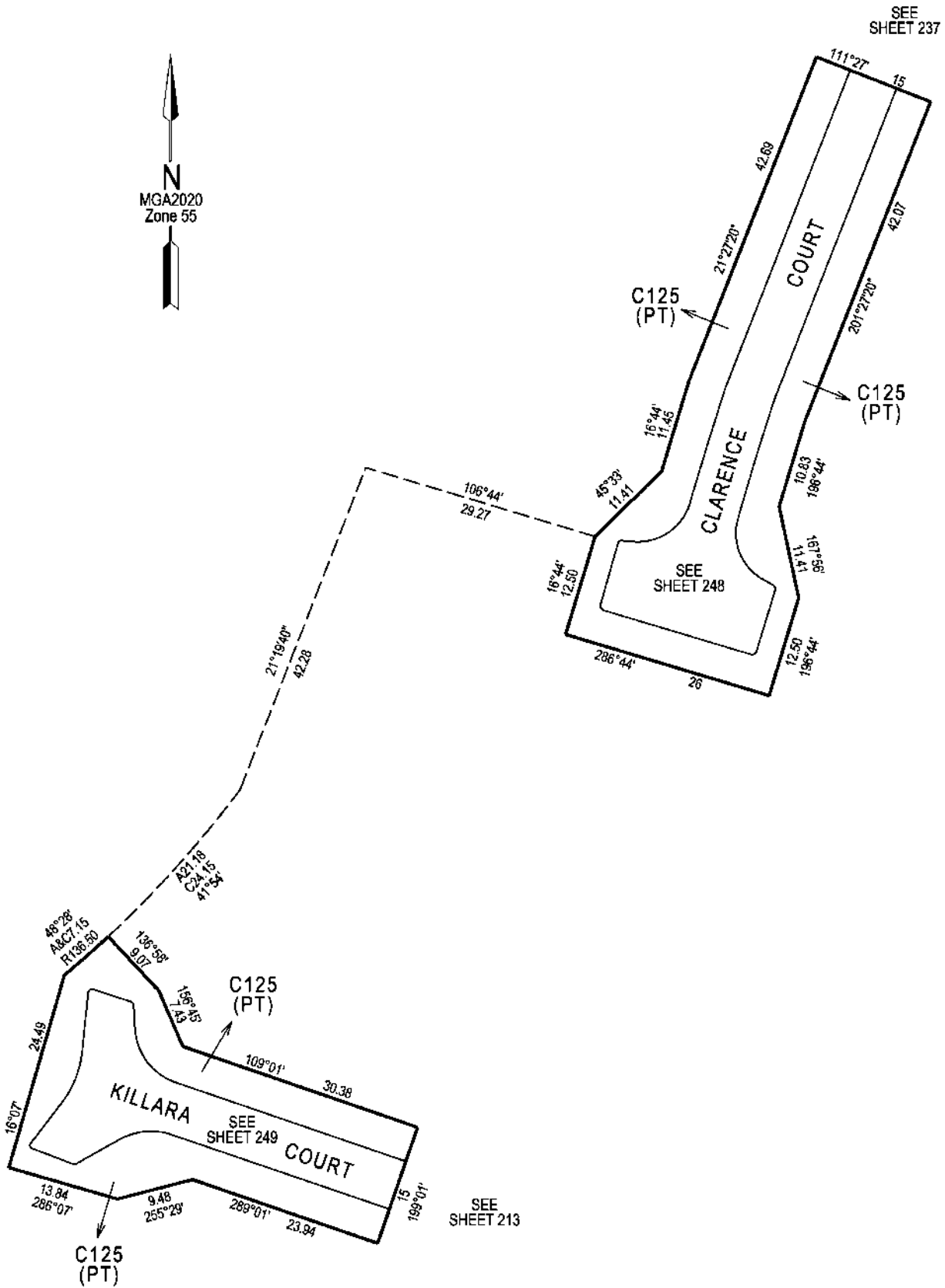
TOM MARKS

VERSION: 1

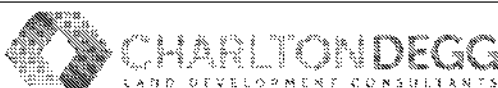
REF 1665

SCALE 1:500 ORIGINAL SHEET SIZE: A3 SHEET 246

PS 500745K

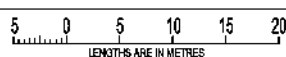


PS918564J



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 247

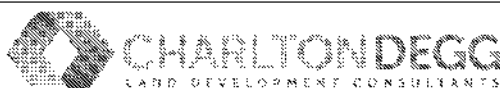
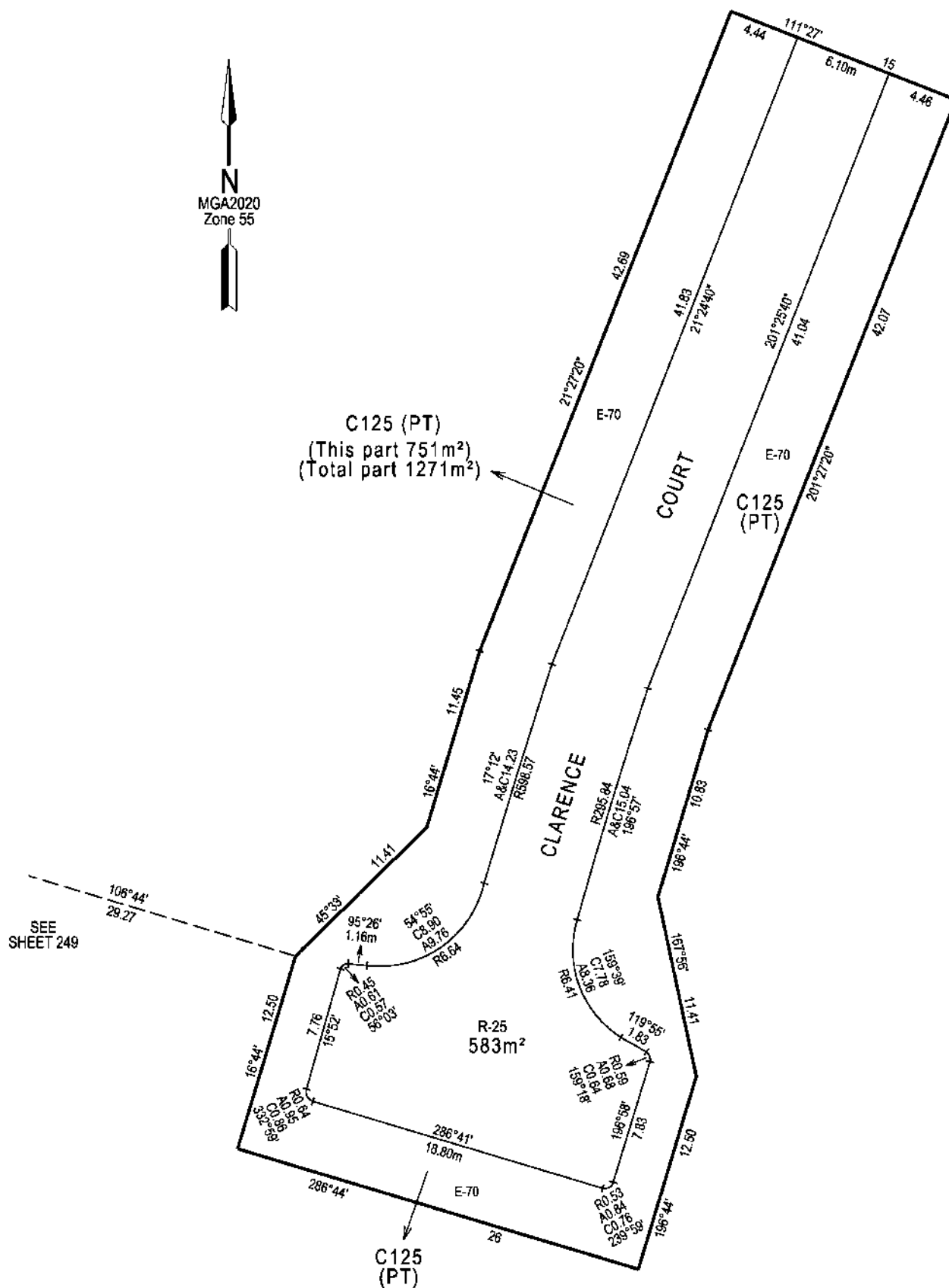
TOM MARKS

REF 1665

VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE
1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 248

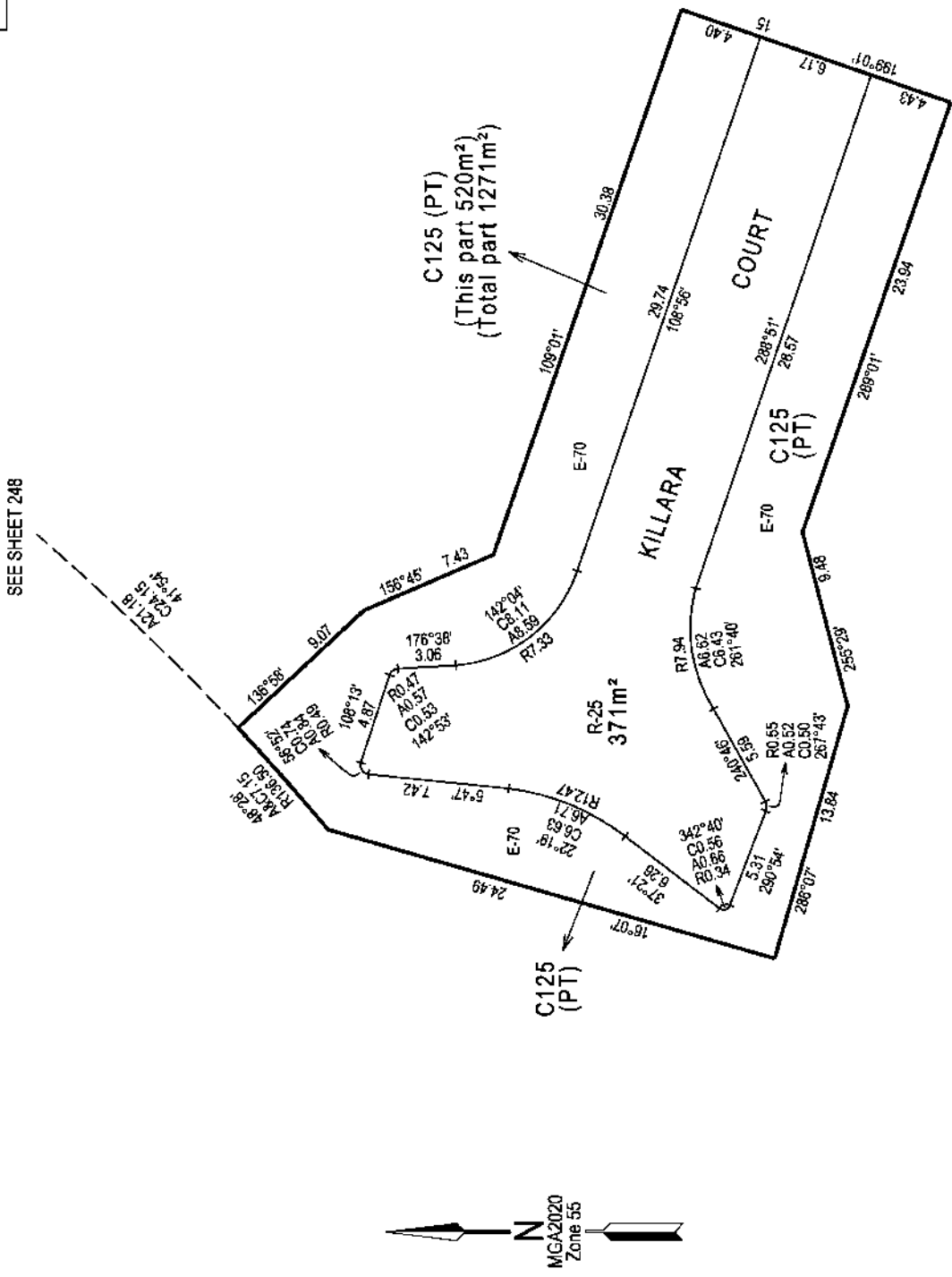
TOM MARKS

REF 1665

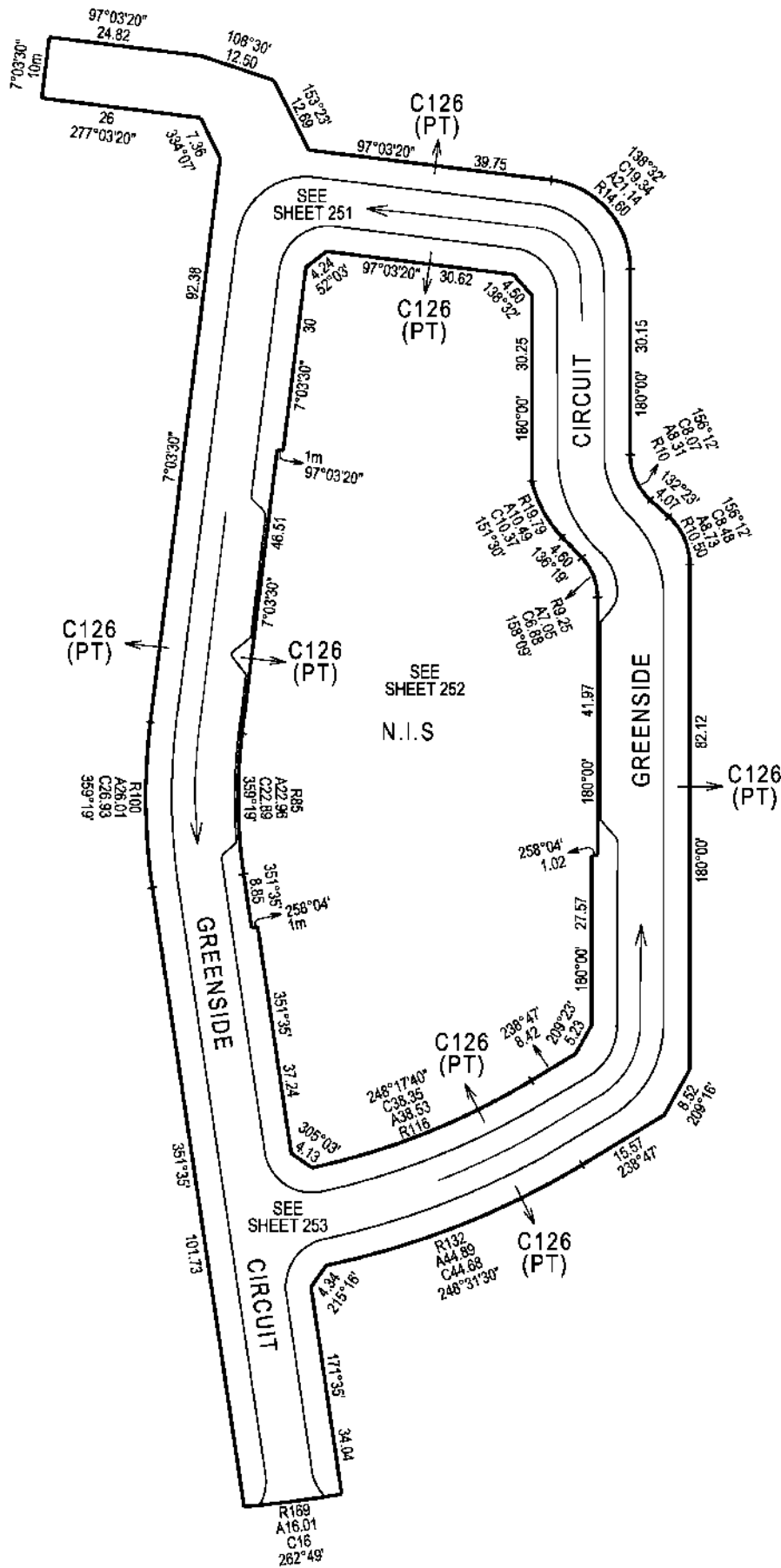
VERSION: 1

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K

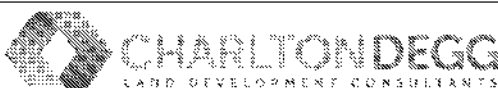


PS 500745K

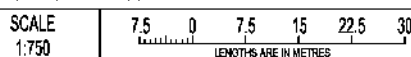


PS918565G

SEE SHEET 193



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au



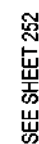
TOM MARKS

REF 1665

VERSION: 1

ORIGINAL SHEET
SIZE: A3

SHEET 250



ORIGINAL SHEET
SIZE: A3

SCALE

TOM MARKS

VERSION: 1

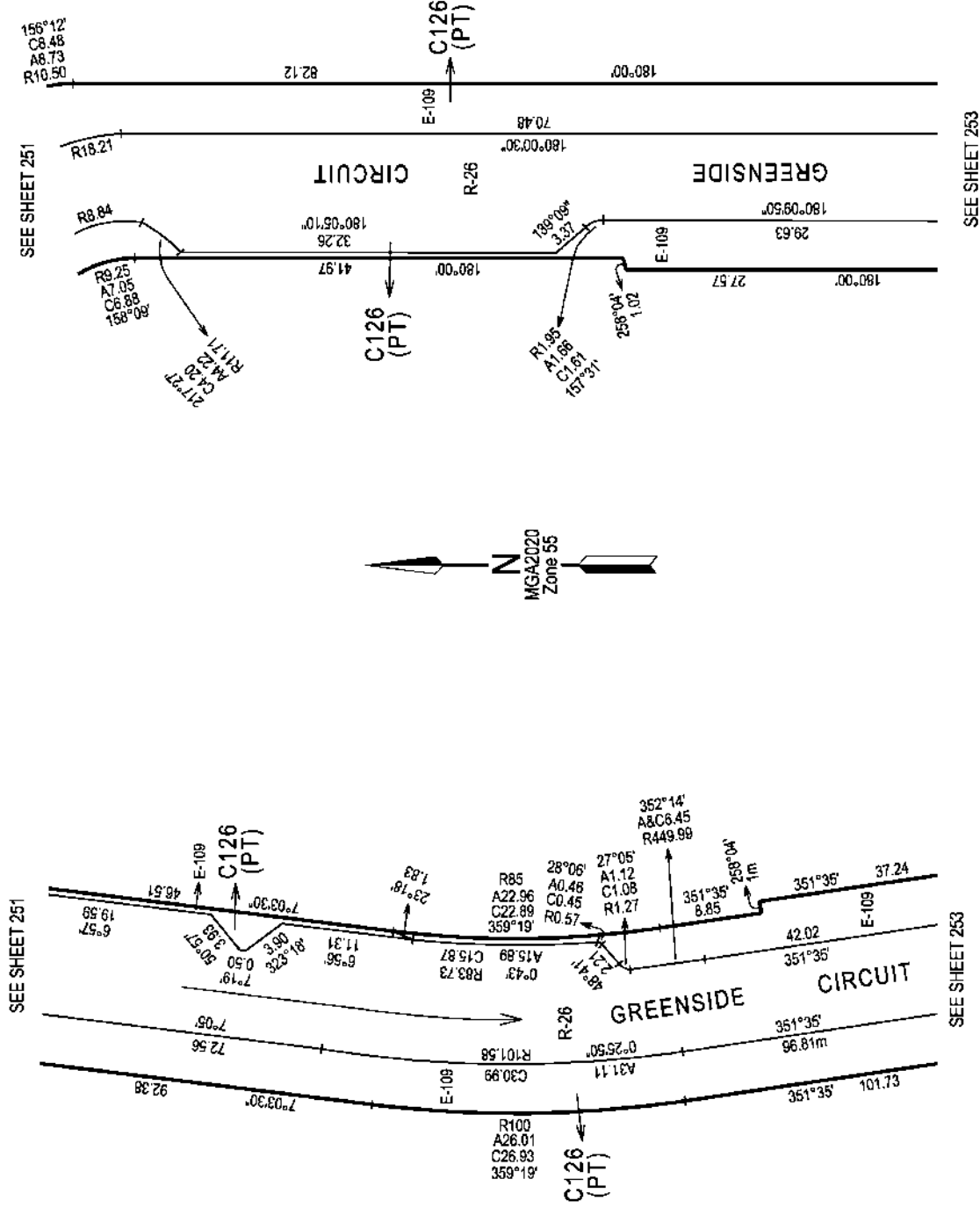
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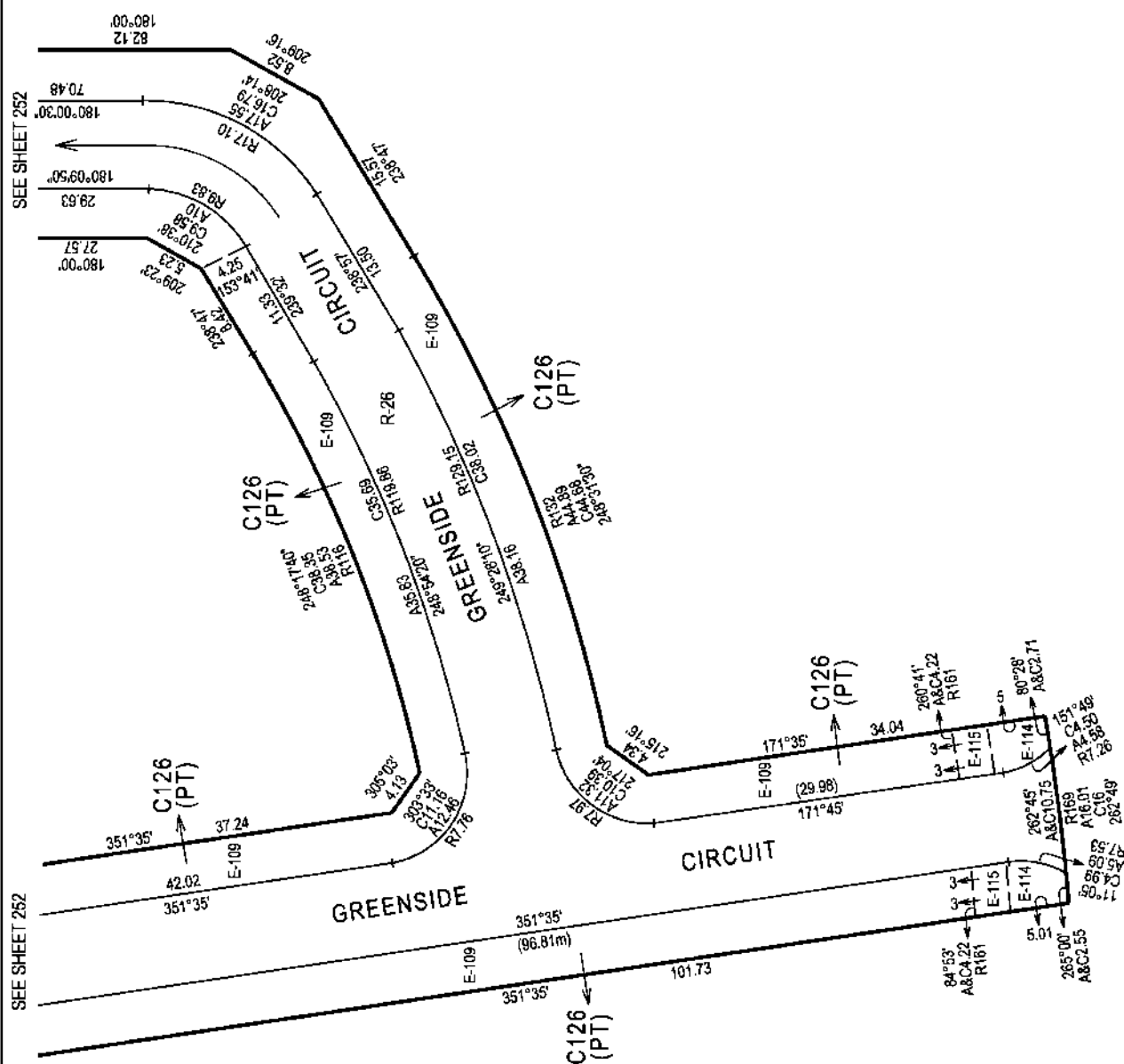
SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3980
PH (03) 9775 4555 www.charltondegg.com.au

SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3980
PH (03) 9775 4555 www.charltondegg.com.au

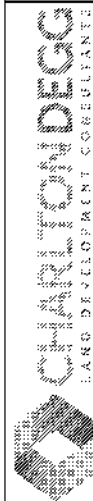
NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K





NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE

ORIGINAL SHEET
SIZE: A3

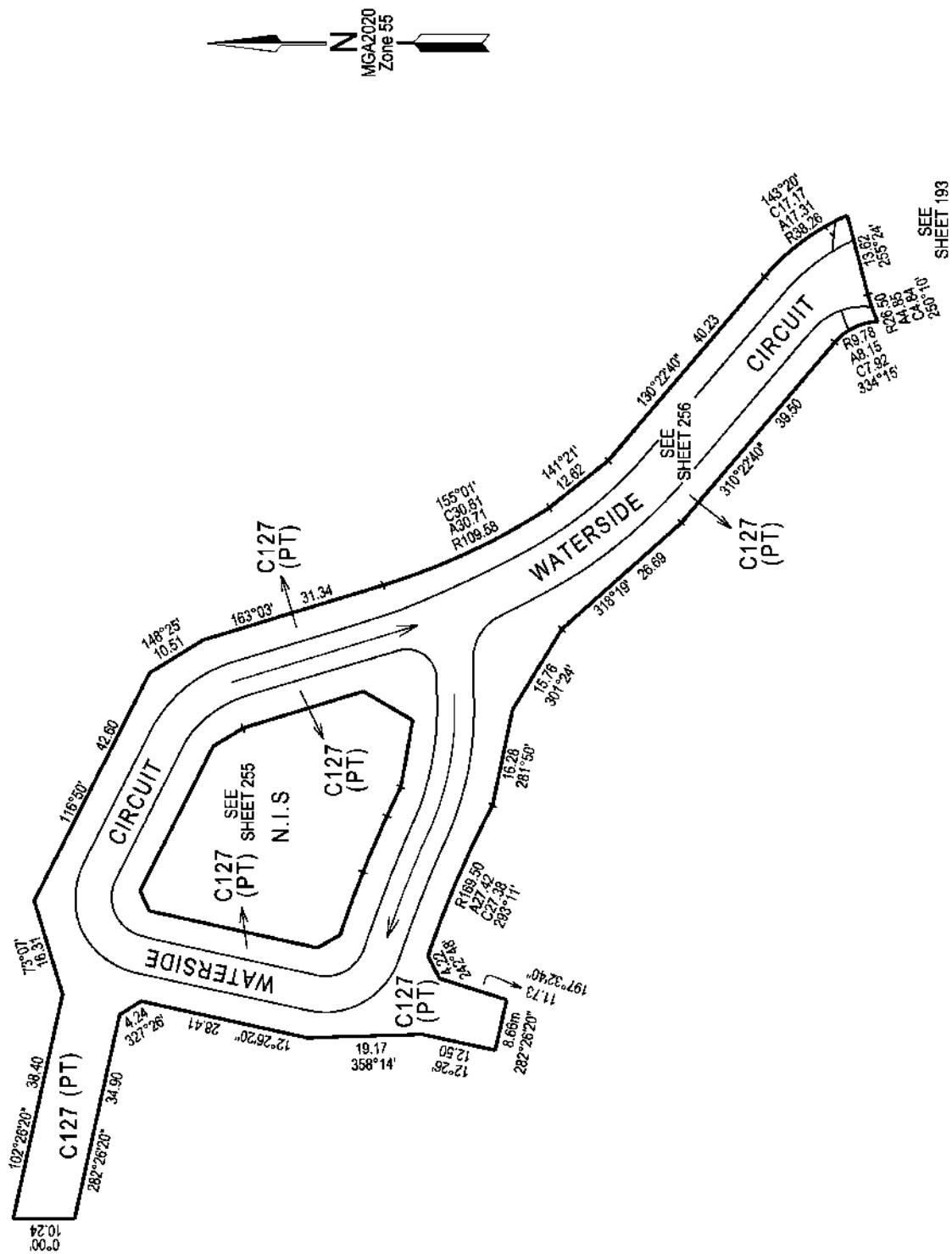
SHEET 253

TOM MARKS

REF 1665

VERSION: 1

PS 500745K

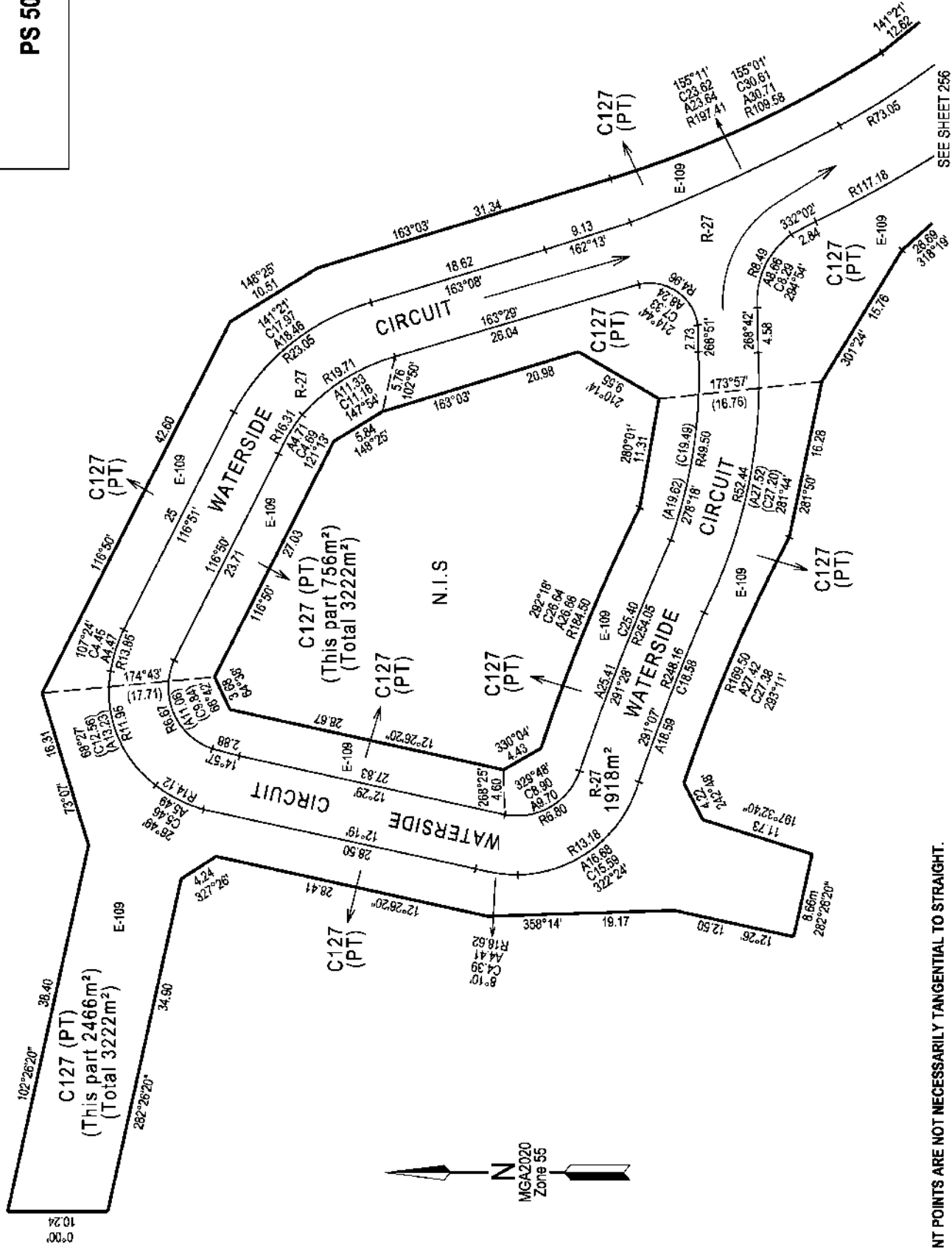


PS918566E

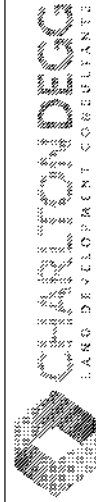
CHARLTON DEGG
LAND DEVELOPMENT CONSULTANTS
SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555 www.charltondegg.com.au

SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 254
REF 1865	TOM MARKS VERSION: 1		

PS 500745K



NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

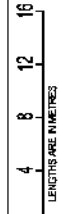


SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3330
PH (03) 9775 4555 www.charltondegg.com.au

TOM MARKS

REF 1665 VERSION: 1

SCALE
1:400

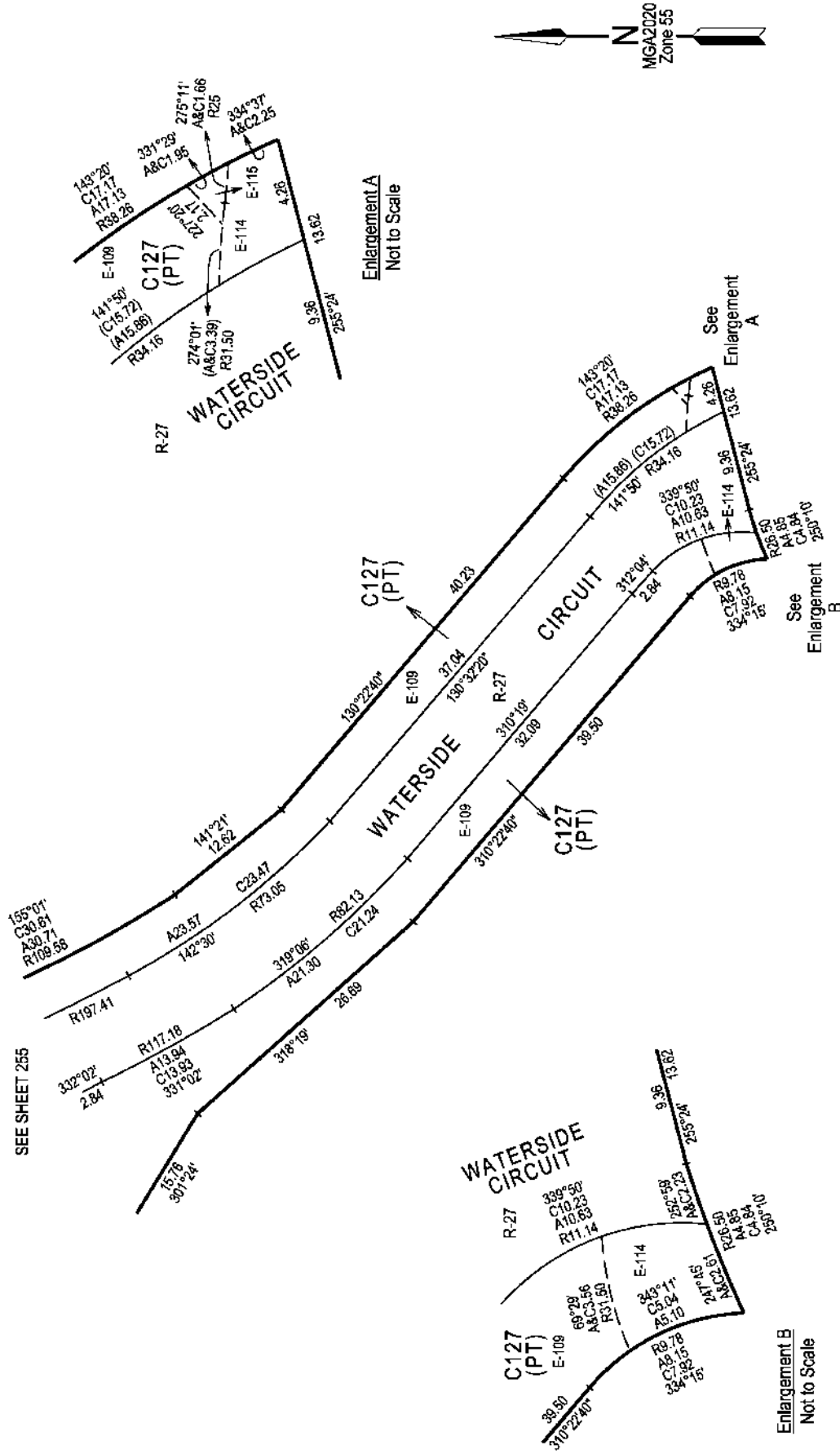


ORIGINAL SHEET
SIZE: A3

SHEET 255

NOTE: ARC TANGENT POINTS ARE NOT NECESSARILY TANGENTIAL TO STRAIGHT.

PS 500745K



CLARKE DEEG
LAND DEVELOPMENT CONSULTANTS

SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
PH (03) 9775 4555
www.clarkeideeg.com.au

SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3980
PH (03) 9775 4555 www.charltondeacq.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 256

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 15/1/03 TIME 11.07AM

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.
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PLAN NUMBER

PS500745 K

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S2	LOTS 143-237, C3,P3,P4,P5, S4,S50,S51,S52, ROAD R2 & RES.NO.3	STAGE 2	PS500745K/S2	24/03/03		2	SG
S4	LOTS 374-425,C6,P8,P9, ROAD R3, & RES 1 & 2	STAGE 4	PS500745K/S4	10/06/03		3	GDH
LOT S52	LOTS S3,S5,S53,S56, C9,P14 & RES.NO.10	STAGE S52	PS500745K/S52	9/2/04		4	GREG NEWMAN
LOT S3	LOTS 238 TO 373,C4,C5, P6,P7,L1 & RES.NO.7	STAGE S3	PS500745K/S3	9/2/04		4	GREG NEWMAN
LOT S5	LOTS 426 TO 522,P10,P11, P12,C7,C8 & RES. No.5	STAGE S5	PS500745K/S5	13/5/04		5	RCL
LOTS P3,S50 & S53	LOTS P13, P19, S6, S54, S55 & RESERVE No. 6	STAGE S0 & REMOVAL OF DRAINAGE EASEMENTS E-4, E-5 & E-6 IN SO FAR THAT THEY AFFECT NEW LOTS P13, S54 & S55 VIDE A.O IN PS500745K/S50	PS500745K/S550	2/08/04		6	R.W.G.
LOT S6	LOTS 523 TO 701, P15 TO P18, C10, S7 & S57 (ALL INCLUSIVE)	STAGE 6	PS500745K/S6	6/9/2004		7	C. BLYTH
LOT 274	-	RECTIFICATION OF BOUNDARY BEARING	PS500745K/S6	6/9/2004		7	C. BLYTH
S56	E-44	CREATION OF EASEMENT FOR TRANSMISSION OF ELECTRICITY	AD260098D	23/11/04		8	KMP
S51	LOTS 2001 TO 2022 AND LOT C11	STAGE 51	PS500745K/S51	12/01/05		9	BT

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS500745K

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
	E-45 & E-46	RECTIFY DUPLICATION OF EASEMENT E-44	AD502133K	16/3/05	10	BT
S54	LOTS M1 TO M12 & C30	STAGE 54	PS500745K/S54	28/2/2006	11	GAH.
S56	LOTS G & S60 (RES NO 12)	STAGE 56 (RECTIFICATION)	PS500745K/S56 (AE 212273A)	28/2/2006	11	GAH.
LOT S7	LOTS 69, RESERVE 13 & RESERVE 14	STAGE PLAN	PS500745K/S7	27/2/08	12	B.P.G
LOT S69	LOTS A & S72	STAGE PLAN	PS500745K/S69	8/10/08	13	R.SPEER
LOT S72	LOTS GS, S8, S70, P23, P24, ROAD R4, RESERVES 15 & 16	STAGE PLAN	PS500745K/S72	9/1/09	14	LJW
LOT S70	LOTS 702 TO 769 (B.I.), P20 TO P22 (B.I.) & C12	STAGE PLAN	PS500745K/S70	9/1/09	14	LJW
LOT S55	LOTS N1 TO N18(BI) & LOT C31	STAGE PLAN	PS500745K/S55	31/03/09	15	A.M.B.
LOT S57	LOTS 3001 TO 3024 & C14	STAGE PLAN	PS500745K/S57	17/06/09	16	M.J.R
Lot S8	Lots 770 - 821, 825 - 828, P25 - P26, C13 and S9	Stage Plan	PS500745K/S8	28/4/10	17	RGM
LOT S9	LOTS 822 TO 824, 829 TO 846, C15, P27 & S76	STAGE PLAN	PS500745/S9	4/8/10	18	NJR
LOT A	E-82, E-83 & E-84	CREATION OF EASEMENT	AH679930F	17/12/10	19	REN MARASCO
LOT GS & 76	LOT S10 & LOT GS2	STAGE PLAN	PS500745K/S76	25/01/11	20	MS77
LOT S10	LOT S12 & C16 LOT 1001-1036 LOTS P28-P30	STAGE PLAN	PS500745K/S10	31/01/11	20	MS77
LOT S12	Lots 1201 to 1255, C18, P35, P36, P37, P38,P39 S13, S77, Res 18 & 19	STAGE PLAN	PS500745K/S12	19/9/11	21	A.M
LOT S13	Lots 1301 to 1323, C19, S14 Res 20	STAGE PLAN	PS500745K/S13	19/9/11	22	A.M
LOT S14	Lots 1401 to 1440, C21, P45 S15	STAGE PLAN	PS500745K/S14	19/9/11	23	A.M

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS500745K

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOTS 1406 & 1407		MINOR AMENDMENT TO AREA OF LOT 1407 RESULT OF SLIGHT CHANGES TO DISTANCE & BEARING	AJ240666C	6/10/11	24	A.M
S15	LOTS 1501-1540,C20,P41-P44, S16	STAGE PLAN	PS500745K/S15	27/10/11	25	BT
S16	LOTS 1601-1635,C25,P50,S17	STAGE PLAN	PS500745K/S16	27/10/11	25	BT
LOT A		SUBDIVISION	PS616669C	10/01/12	26	DBR
LOT GS2, LOT S77 & LOT X	LOTS GS3, P34 & P51	STAGE PLAN	PS500745K/S77	10/01/12	26	DBR
LOT S17	LOTS 1701 TO 1720, LOTS P46, C22 & S18	STAGE PLAN	PS500745K/S17	16/01/12	27	A.M.B
LOT S18	LOTS 1801 TO 1824, LOTS P47, C23, S19 & RESERVE 21	STAGE PLAN	PS500745K/S18	17/01/12	27	A.M.B
LOT S19	LOTS 1901 TO 1920, LOTS P48, P49, C24, S11 & RESERVE 22	STAGE PLAN	PS500745K/S19 131 to 138	17/01/12	27	A.M.B
LOT S11	LOTS 1101-1123, P31-P33, C17 & RESERVE NO.23	STAGE PLAN	PS500745K/S11	23/01/12	28	DT1
LOT S60 & LOT L1	LOTS S78 ,S79 & L2	STAGE PLAN	PS500745K/S60	23/04/12	29	H.L.
LOT S78	LOTS H, S80, S81 & S82	STAGE PLAN	PS500745K/S78	11/10/12	30	ARC
LOT S80	LOTS 2101 TO 2138(B.I), P52, P53, S83, K,T, U & C26	STAGE PLAN	PS500745K/S80	07/07/14	31	G.R.
LOT S81	LOTS Q & S85	STAGE PLAN	PS500745K/S81	06/10/14	32	NL
LOT S85	LOTS 2201-2225, C27, P54-P56 & S84	STAGE PLAN	PS500745K/S85	30/3/15	33	LC
LOT S84	LOTS 2226-2234	STAGE PLAN	PS500745K/S84	30/3/15	33	LC
LOT S83	LOTS 2139-2146 & C28	STAGE PLAN	PS500745K/S83	05/06/15	34	LC
LOTS C1,C3-4,C6-C10 C12-C13,C15-C27	LOTS C101,C103-C104,C106-C110,C112-C113,C115-C127,ROAD R1,R3-R4, R6-R10,R12-R13,R15-R27	SUBDIVISION SECTION 35	SEE SHEETS 147 - 256 FOR RELEVANT PS NO.	28/03/25	35	GLS



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Application to register a plan of subdivision not related to acquisition by an acquiring authority



Subdivi:

PS500745K/S5

28/04/2004 \$11632 PS



Section 22 Subdivision Act 1988

Lodged by:

Name: MADDOCKS

Phone: 9288 0555

Address: 140 William Street Melbourne

Ref: JPF / 808646

Customer Code: 1167 E

The applicant applies for registration of the plan described.

Land: (Volume and Folio reference)

Lot S5 on PS500745K and being the whole of the land comprised in Certificate of Title Volume 10781

Folio 951

Applicant: (Full name and address including postcode)

Sandhurst Golf Estates Pty Ltd of Level 4, 568 St Kilda Road, Melbourne Vic 3004

Plan No: PS500745K

Stage No: (If applicable) 5

Municipal district in which land is located:

Frankston City Council

Office use only

Date: 22/4/04

Signed:

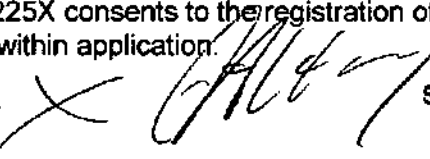
Current Practitioner
under the Legal
Practice Act 1996

 MADDOCKS.

ORDER TO REGISTER AND CONSENTS

National Australia Bank Limited as Mortgagee under Mortgage No: AB0003225X consents to the registration of the plan of subdivision referred to in the within application.

Manager

 ROSS HARDY
SENIOR RELATIONSHIP MGR
MAJOR CLIENT GROUP

To the Registrar of Titles. Please register this dealing and issue new titles to the National Australia Bank Limited

Manager

 ROSS HARDY
SENIOR RELATIONSHIP MGR
MAJOR CLIENT GROUP



PS500745K/S5-1-1

PS

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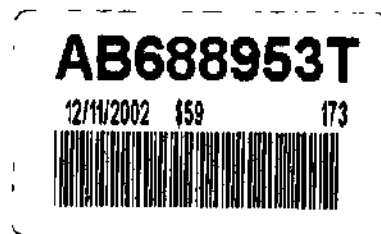
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Form 13



**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks

Phone: 9288 0555

Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne

Ref: TGM:780178

Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Volume 9755 Folios 485 & 486, Volume 8202 Folio 069, Volume 10604 Folio 300, Volume 8820 Folio 849, Volume 5923 Folio 480, Volume 7180 Folio 888, and Volume 8140 Folio 737

Authority: Frankston City Council of Civic Centre, Davey Street, Frankston

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Jon Edwards

Office held:

Chief Executive Officer

Date:

22 October 2002

{780178/TGM/M0041978.1}

12-11-02



AB688953T-1-2

Maddocks

Date 22 / 10 /2002

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0686
Email info@maddocks.com.au
www.maddocks.com.au
DX 260 Melbourne

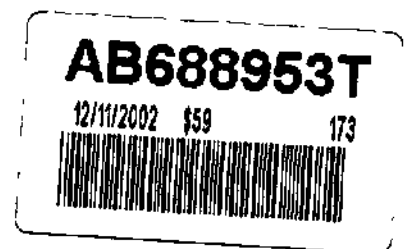
**Agreement under Section 173 of the
Planning and Environment Act 1987
Management and Maintenance of Private Roads and Open Space**

Subject Land: Sandhurst Development Land

Frankston City Council

and

**Sandhurst Golf Estates Pty Ltd
ACN 089 884 766**



IMPORTANT NOTE

The developer of Sandhurst ("the Developer") and Council have entered into this agreement under the *Planning and Environment Act 1987* in relation to the development and future maintenance of the Sandhurst development.

This agreement deals with the Management and Maintenance of private communal facilities and infrastructure. This is identified in this agreement as the "Public Land".

The Developer has established a company (Sandhurst Club Limited) which will be responsible for, among other things, ensuring a certain level of maintenance over the Public Land. The level of landscaping and maintenance of the Public Land is to be a higher standard than provided by Council generally in the municipality.

Council has requested that the Developer ensure that it will be and will always be responsible for adhering to the appropriate minimum standards referred to in this agreement and that it will be responsible for undertaking those maintenance works as well as day to day maintenance of the public land.

A maintenance schedule is attached to this agreement which identifies the minimum standards to which the Company must maintain the Public Land.

The Developer will, through Sandhurst Club Limited, ensure this is done.

Sandhurst Club Limited and its members(the owners) are responsible for the financing the cost of maintaining the Public Land including the capital cost of refurbishment and replacement of existing assets and assets installed after the date of this agreement.

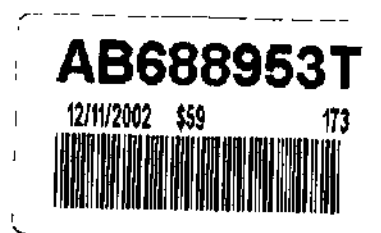
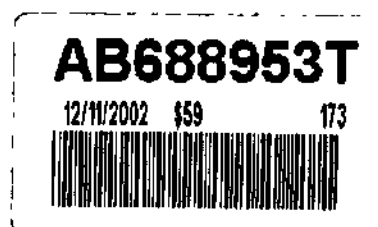


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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 22 / 10 /2002

THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on 2002

BETWEEN

FRANKSTON CITY COUNCIL
of Civic Centre, Davey Street, Frankston

(Council)

AND

SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766
of Unit 4, 568 St Kilda Road, Melbourne

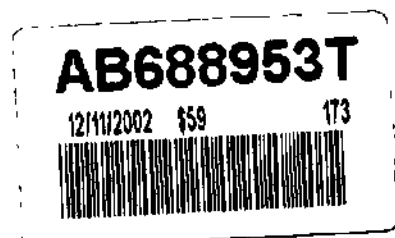
(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Sandhurst Development Land.
- C. The Public Land is within the Sandhurst Development. The Owner will be responsible for the ongoing management and maintenance of the Public Land.
- D. As at the date of this Agreement, the Sandhurst Development Land is encumbered by Mortgage Nos. AB000322X and AB023159C in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Sandhurst Development Land.
- E. The parties enter into this Agreement
 - to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Sandhurst Development Land;
 - to set up a different structure for the maintenance of the Public land .



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THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*;

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

Maintenance Schedule means the schedule attached to this Agreement setting out the minimum standard requirements for maintenance of the Sandhurst Development Land;

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Sandhurst Development Land or any part of it;

Open Space means those parts of the Sandhurst Development Land set aside in a plan or reserved under the Planning Scheme for public recreation or public resort, public parklands or for similar purposes. It does not include private recreation facilities (such as golf courses and golf course club house facilities);

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Sandhurst Development Land or any part of it and includes a Mortgagee-in-possession;

party or parties means the Owner and Council under this Agreement as appropriate;

Planning Scheme means the Frankston Planning Scheme and any other planning scheme that applies to the Sandhurst Development Land;

Public Land means those parts of the Sandhurst Development Land which are shown as C1 or P2 on plans of subdivision being land used or developed or set aside for community services and facilities, tennis courts, roads, roadside reserves, nature strips, Open Space (as defined in this Agreement) footpaths and bicycle paths irrespective of whether the are shown as common property or some other type of lot on the plan of subdivision but Public Land does not include rear cart paths being land marked P1 on a plan of subdivision and private recreational facilities (such as golf courses and golf course club house facilities etc);

Sandhurst Development means the development on the Sandhurst Development Land;

Sandhurst Development Land means the land bounded generally by Thompson Road, Taylors Road, Wedge Road and McCormicks Road, being the land referred to in Certificates of Title

- | | |
|--------------------------|-------------------------|
| ▪ Volume 9755 Folio 485 | ▪ Volume 8820 Folio 849 |
| ▪ Volume 8202 Folio 069 | ▪ Volume 5923 Folio 480 |
| ▪ Volume 9755 Folio 486 | ▪ Volume 7180 Folio 888 |
| ▪ Volume 10604 Folio 300 | ▪ Volume 8140 Folio 737 |



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and any reference to the Sandhurst Development Land in this Agreement includes any consolidation of the abovementioned titles or any lot created by the subdivision of the Sandhurst Development Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Sandhurst Development Land provided that if the Sandhurst Development Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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3. REPAIRS AND MAINTENANCE

The Owner agrees to maintain the Public Land to at least the minimum standard set out in the Maintenance Schedule.

4. COUNCIL TO WAIVE RATES APPLYING TO PUBLIC LAND

Council agrees to waive all Council rates applying to the Public Land;

5. PROVISIONS RELATION TO USE AND DEVELOPMENT OF PUBLIC LAND AND OPEN SPACE

- 5.1 The Owner agrees that Council may include all Open Space which may be used for sporting events or have sporting facilities on them in Council's annual ground allocation programme to sporting and community groups within Council's municipality.
- 5.2 The Owner agrees that subject to priority being given to significant golfing events which the Owner arranges, Council may schedule and authorise local sporting and



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community groups to use the Open Space at a cost which Council may in its discretion determine provided that Council makes it a condition of the use of the Open Space that the user of the Open Space complies with any reasonable guideline concerning public safety or public liability.

- 5.3 The Owner agrees that following completion of the Sandhurst Development in accordance with the various planning permits that have been issued in respect of the Sandhurst Development Land, any further development of the Open Space areas must not be carried out without the consent of Frankston City Council
- 5.4 The Owner agrees that after the issue of a Statement of Compliance in respect of any plan of subdivision, other than maintenance in accordance with this Agreement, no further development of Public Land may occur unless the development is undertaken with the consent of Frankston City Council.

6. STREET LIGHTING

The Owner agrees that if street lighting on the Public Land is connected to Council's electricity grid, Council will invoice the Owner for the tariff or charge incurred by Council and the Owner must pay the invoice within the time specified on the invoice.

7. DEFAULT OF THE OWNER

The parties acknowledge and agree that:

- 7.1 where the Owner fails to maintain any part of the Land to the standard set out in the Maintenance Schedule then Council may issue a written notice to the Owner (Maintenance Notice) setting out the extent of the Owner's failure to comply with the requirements of the Maintenance Schedule and demanding that such work be done within 28 days provided that where Council's Chief Executive Officer is of the opinion that the matter is an emergency and must be remedied promptly, a shorter period may be specified in the Maintenance Notice;
- 7.2 where the Owner has not satisfied all or any of its obligations as set out in the Maintenance Notice, Council may engage its own maintenance contractors to do such works as are reasonably necessary to comply with the standard set out in the Maintenance Schedule;
- 7.3 where the circumstances are such that Council's Chief Executive Officer is of the opinion that the matter is an emergency and must be remedied promptly, Council may take such actions as are reasonably necessary; and
- 7.4 any amounts expended by Council in carrying out works under this clause may be recovered from the Owner as a debt in a court of competent jurisdiction.

8. FAILURE OR NON-MAINTENANCE BY THE OWNER

- 8.1 The Owner acknowledges and agrees that if the Owner either:
 - 8.1.1 persistently fails to maintain any part of the Public Land after Council has given the Owner three separate Maintenance Notices as set out in clause 7.1; or is
 - 8.1.2 placed into liquidation or has an administrator, receiver or manager appointed to it,

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then, Council may, in its discretion, take over the management and maintenance of the Public Land forthwith, this Agreement will end and the Owner will transfer the Public Land to Council at Council's request and at the Owner's cost in all respects.

8.2 The Owner warrants that all assets within the Public Land which the Owner may transfer to Council under clause 8.1 will be in good order. If Council is obliged to remedy any defects in the assets on the Public Land then Council's costs of undertaking such works will be a debt which the Owner will owe to Council.

8.3 The parties acknowledge and agree that Council:

8.3.1 will manage any assets on the Public Land which the Owner transfers to Council under clause 8.1 to the usual standard which Council uses throughout the municipality; and

8.3.2 will not be obliged to maintain any specialised services (including but not limited to private broadband internet communication infrastructure or grey water reuse systems) on the Public Land.

9. ACCESS BY GENERAL PUBLIC

The parties acknowledge and agree that:

9.1 Subject to clauses 9.2 and 9.3 the Owner will ensure the Public Land is open to the general public at all times;

9.2 the Owner may restrict public access to the Public Land or parts of the Public Land for the purposes of traffic control during events such as golf tournaments by implementing temporary security gates or other restrictive measures in locations and for a duration approved of by Council; and

9.3 the Owner is permitted to completely prevent access by the general public to the Public Land for not more than half an hour each year in order to prevent the Sandhurst Development Land becoming a public highway and vesting in Council provided that such access must be restricted in stages in order to minimise the effect on traffic within the Sandhurst Development.

10. OWNER NOT TO SELL OR DISPOSE

The Owner must not sell or dispose of any of the Public Land (including selling or disposing to another body corporate) except with the prior written consent of Council, which consent may be given subject to reasonable conditions.

11. INSURANCE AND INDEMNITY

The Owner acknowledges and agrees that:

11.1 the Owner must maintain insurance with a reputable insurer for public liability in the amount of at least \$10 million (or such other amount as Council requires from time to time so as to ensure a reasonable level of cover is maintained over time) concerning one single event;

11.2 if demanded each year by Council, the Owner will provide Council with evidence of the required insurance; and

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- 11.3 the Owner indemnifies and holds harmless Council with respect to all claims resulting from any damage, loss, death or injury in connection with the Public Land whether caused or contributed to by the Owner or the Owner's contractors except to the extent that Council causes or contributes to the damage, loss, death or injury.

12. FURTHER OBLIGATIONS OF THE OWNER

12.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns of all residential lots in the Sandhurst Development.

12.2 Further actions

The Owner further covenants and agrees that:

- 12.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 12.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Sandhurst Development Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

12.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

13. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

14. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Sandhurst Development Land which may be affected by this Agreement.

15. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Sandhurst Development Land, the Owner's successors in title shall be required to:

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- 15.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 15.2 execute a deed agreeing to be bound by the terms of this Agreement.

16. GENERAL MATTERS

16.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 16.1.1 by delivering it personally to that party;
- 16.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 16.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

6.2 Service of Notice

A notice or other communication is deemed served:

- 16.2.1 if delivered, on the next following business day;
- 16.2.2 if posted, on the expiration of two business days after the date of posting; or
- 16.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

16.3 No Waiver

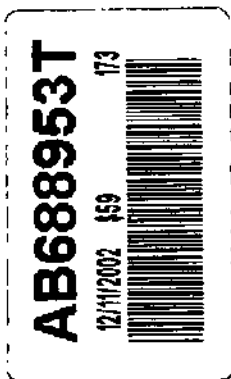
Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

16.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

16.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Sandhurst Development Land or relating to any use or development of the Sandhurst Development Land save that Council must exercise its discretion and powers in a way which is not inconsistent with the way it deals with other like developments in the municipality.



17. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

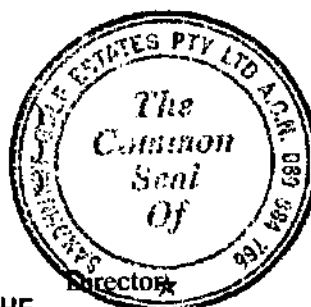
EXECUTED by the parties as a Deed on the date set out at the commencement of this Agreement.

The Common Seal of the Frankston City Council was affixed in the presence of -

Councillor

Chief Executive Officer

THE COMMON SEAL of SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766 was affixed in the presence of authorised persons:



KENNETH JAMES ROCHE
Level 4

568 St Kilda Road
Melbourne VIC 3004

Full name

Usual address

Director (or Company Secretary)

DENIS ARTHUR ROCHE
Level 4

568 St Kilda Road
Melbourne VIC 3004

Full name

Usual address



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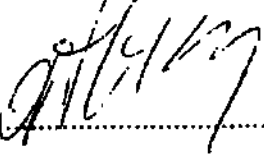
12/11/2002 \$59

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Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of registered mortgage No. AB000322X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.


.....

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AB688953T

12/11/2002 \$59

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Mortgagee's Consent

Miramah Investments Pty Ltd (ACN 006 751 766) as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

THE COMMON SEAL of MIRAMAH)
INVESTMENTS PTY LTD (ACN 006 751)
766) was affixed in the presence of authorised)
persons:

.....	Director
.....	Full name
.....	Usual address
.....	Director (or Company Secretary)
.....	Full name
.....	Usual address



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12/11/2002 \$59 173



Mortgagee's Consent

Frederick Michelmores as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Frederick Michelmores



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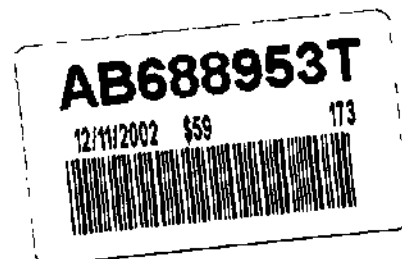
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Mortgagee's Consent

Raymond Leslie Marriott as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

R. L. Marriott



Mortgagee's Consent

Harland Thomas Gardiner as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

H-T. Gardiner



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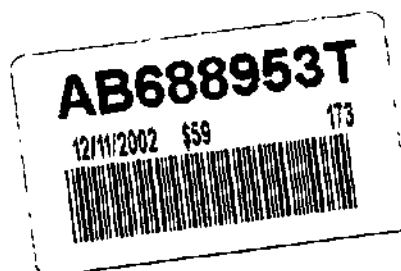
Mortgagee's Consent

Valmai Joyce Gardiner as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Valmai J Gardiner



DAB688953T-18-4



Maintenance Schedule

The Public Land is to be maintained to the standard adopted by Frankston City Council in residential areas throughout its municipal district as varied from time to time by Frankston City Council.

If no written standard for residential areas exists, the standard shall be as evidenced by actual maintenance performed by Frankston City Council in residential areas of its municipal district.



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12/11/2002 \$59

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Form 13

AB689039V



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:780178 **Customer Code:** 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Volume 9755 Folios 485 & 486, Volume 8202 Folio 069, Volume 10604 Folio 300, Volume 8820 Folio 849, Volume 5923 Folio 480, Volume 7180 Folio 888, and Volume 8140 Folio 737

Authority: Frankston City Council of Civic Centre, Davey Street, Frankston

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Jon Edwards

Office held:

Chief Executive Officer

Date:

22 October 2002

[780178/TGM/M0041978:1]



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Handwritten note: 12-11-02



Maddocks

Date 22 / 10 /2002

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 250 Melbourne

Agreement under Section 173 of the Planning and Environment Act 1987 Building Envelope and Design

Frankston City Council

and

**Sandhurst Golf Estates Pty Ltd
ACN 089 884 766**



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12/11/2002 \$59 173

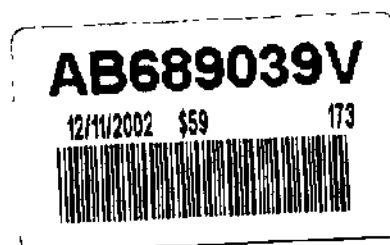


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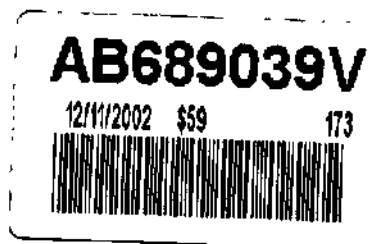


Agreement under Section 173 of the Planning and Environment Act 1987

DATE 22 / 10 /2002

BETWEEN

FRANKSTON CITY COUNCIL
of Civic Centre, Davey Street, Frankston



(Council)

AND

SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766
of Unit 4, 568 St Kilda Road, Melbourne

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 9 August 2000 Council issued Planning Permit No. 00187 (the **Planning Permit**) allowing the staged use and developed of the Subject Land as a fully integrated golf course and residential development in accordance with a plan or plans to be endorsed under condition 1 of the Planning Permit. Condition 9 of the Planning Permit requires the Owner to enter into an agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A". This agreement provides for dot point 5 of condition 9 of the Planning Permit
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage Nos. AB0003224 and AB023159C in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
 - E.1 to give effect to the requirements of the Planning Permit; and
 - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS



In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

Building means any building to be used as a dwelling and associated outbuildings and includes a tennis court or swimming pool.

Building Envelope means any building envelope or frontage or sideage setback requirements or the like set out in the Endorsed Plan.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. Such plan (as from time to time endorsed) shall be read and incorporated as if it were part of this Agreement.

lot means a lot on the Endorsed Plan.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Permit means the Planning Permit referred to in recital C of this Agreement.

Planning Scheme means the Frankston Planning Scheme and any other planning scheme that applies to the Subject Land.

Residential Lot means a lot which by virtue of its size and dimension, it is intended for final use as a home site.

Subject Land means the land bounded generally by Thompson Road, Taylors Road, Wedge Road and McCormicks Road being the land referred to in Certificates of Title:

- | | |
|--------------------------|-------------------------|
| ▪ Volume 9755 Folio 485 | ▪ Volume 8820 Folio 849 |
| ▪ Volume 8202 Folio 069 | ▪ Volume 5923 Folio 480 |
| ▪ Volume 9755 Folio 486 | ▪ Volume 7180 Folio 888 |
| ▪ Volume 10604 Folio 300 | ▪ Volume 8140 Folio 737 |

and any reference to the Subject Land in this Agreement includes any consolidation of the abovementioned titles or any lot created by the subdivision of the Subject Land or any part of it.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.



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- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC ACKNOWLEDGMENT BY THE OWNER OF SPECIAL ARRANGEMENTS

The Owner acknowledges that the Subject Land is affected by a special agreement between a company set up in which the Owner has a share and Council and that under that special agreement, the company, as a representative of the Owner, has taken on many of the obligations that would ordinarily be obligations of Council concerning maintenance of open space, roads and the like. The Owner acknowledges that the Owner has familiarised himself or herself with the special agreement.

4. SPECIFIC OBLIGATIONS OF THE OWNER CONCERNING THE SUBDIVISION OF THE LAND AND CONSTRUCTION OF BUILDINGS

The Owner agrees that:

4.1 Buildings to be within a Building Envelope

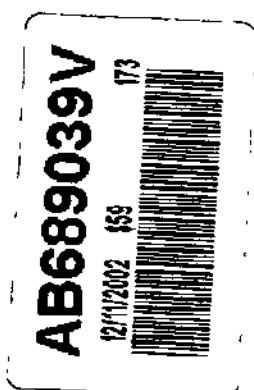
except with the written agreement of Council, all Buildings must be constructed within the Building Envelope for the lot on which the Building is to be constructed;

4.2 Design and siting of dwellings within Building Envelopes

the design of any dwelling and how it is sited within a Building Envelope on lots of between 300 and 450 m² must satisfy the following provisions of the Planning Scheme:

- 4.2.1 Clause 54.03-1 to Clause 54.03-7, (all Standards) Clause 54.04-1 to Clause 54.4-4 to (all Standards)
- 4.2.2 Clause 54.05-2 (Standard A17)
- 4.2.3 Clause 56.10 (All Standards)

or any variation of any relevant Standard to the satisfaction of Council.



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5. FURTHER OBLIGATIONS OF THE OWNER

5.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

5.2 Further actions

The Owner further covenants and agrees that:

5.2.1 the Owner will do all things necessary to give effect to this Agreement;

5.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

5.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

6. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

7. OWNER'S WARRANTIES

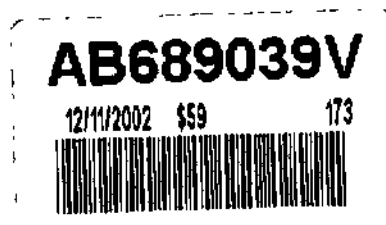
Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

8. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

8.2 execute a deed agreeing to be bound by the terms of this Agreement.



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**9. GENERAL MATTERS**

9.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

9.2 Service of Notice

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of two business days after the date of posting; or
- 9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

9.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

9.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

9.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

10. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

**DAB689039V-8-1**

EXECUTED by the parties on the date set out at the commencement of this Agreement.

The Common Seal of the Frankston City
Council was affixed in the presence of -

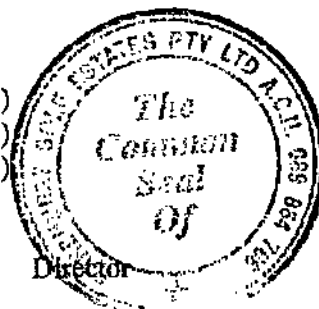
Councillor

Chief Executive Officer

THE COMMON SEAL of SANDHURST
GOLF ESTATES PTY LTD ACN 089 884
766 was affixed in the presence of authorised
persons:

KENNETH JAMES ROCHE
Level 4
568 St Kilda Road
Melbourne VIC 3004

DENIS ARTHUR ROCHE
Level 4
568 St Kilda Road
Melbourne VIC 3004



Director

Full name

Usual address

Director (or Company Secretary)

Full name

Usual address



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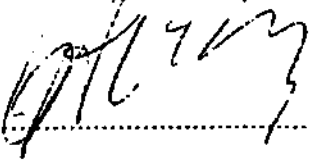
12/11/2002 \$59

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Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of registered mortgage No. AB000322X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



A handwritten signature in black ink, appearing to read 'M. King', is written over a horizontal dotted line.



DAB689039V-10-7



Mortgagee's Consent

Miramah Investments Pty Ltd (ACN 006 751 766) as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

THE COMMON SEAL of MIRAMAH)
 INVESTMENTS PTY LTD (ACN 006 751)
 766) was affixed in the presence of authorised)
 persons:

.....	Director
.....	Full name
.....	Usual address
.....	Director (or Company Secretary)
.....	Full name
.....	Usual address



Mortgagee's Consent

Frederick Michelmores as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Frederick Michelmores



DAB689039V-12-4



Mortgagee's Consent

Raymond Leslie Marriott as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

R.L. Marriott



DAB689039V-13-8

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Mortgagee's Consent

Harland Thomas Gardiner as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

H. T. Gardiner



DA689039V-14-1

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Mortgagee's Consent

Valmai Joyce Gardiner as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Valmai J Gardiner



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PLANNING
PERMIT

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Permit No. 00187
Property No. 12-4-139

Planning Scheme Frankston

Responsible Authority FRANKSTON CITY COUNCIL

ADDRESS OF THE LAND:

Thompson Road, Taylors Road, Wedge Road and McCormicks Road and at Lot 4 LP34753, Certificate of Title Volume 8140 Folio 737 at the north west corner of Wedge Road and McCormicks Road, Camur Downs.

THE PERMIT ALLOWS:

staged development, use and subdivision of an integrated Golf Course and residential development in accordance with the endorsed plan/s

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Before the development, use and subdivision of any stage commences, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application Master Plan but modified to show:

- (a) Fully detailed and dimensioned development and subdivision plans for all buildings works and allotments for the following components (comprising at least Stage 1 of the development):-
- Not less than 20 holes of golf including the 18 holes in the northern course and holes 10 and 18 of the southern course, but up to 36 holes if it is considered more efficient to complete both courses as part of Stage 1, and any associated club house/lodge facility, food and drink premises and ancillary pro-shop.
 - Stage 1 residential as shown on the staging plan comprising up to approximately 200 residential lots together with the attendant infrastructure including roadways, driveways, public lighting, pedestrian network, etc.
 - Development of all of the waterways associated with the eastern section of the land, except for those components of waterways completely encapsulated within future stages of residential or golf development (if not constructed as part of Stage 1 works).
 - Construction of any associated clubhouse/Community facility and associated car parking area.
 - Construction of McCormicks Road from Thompsons Road to the northern most entrance to the development to two lane single carriageway standard, together with required intersection treatments at both ends of that section and at Thompson and Wedge Road to the satisfaction of VicRoads and Council's Infrastructure Manager.

Date Issued: 9 August, 2000

Signature for the
Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

Fully detailed landscape plan that includes quantity and density of plant species and plant size upon planting indicated on the landscape plan, (Note: advanced plant stock at a suitable planting density must be provided throughout all landscape areas on the site). Suitable sprinkler systems must also be provided. Bulk earthworks plan indicating finished site levels to the perimeter of the property.

- (b) Outline subdivision plans of the balance of the site not contained in Stage 1 indicating all lot boundaries and staging
- (c) Full details of all external boundary fencing treatments to McCormicks Road, Thompsons Road, Taylors Road and Wedge Road.
- (d) Accurate location of all significant vegetation nominated for retention.
- (e) Landscaping of external road boundaries of the site.
- (f) Full details and dimensions of vehicle entry point treatments to the site.
- (g) Three dimensional Building Envelopes for all lots with an area of between 300 and 450 square metres that satisfy the provisions of the Victorian Code for Residential Development Subdivisions and Single Dwellings, April 1992, Elements 1(PM2), E2, E3 and Element 4 (PM1-7).
- (h) Full details of all proposed external lighting including height and colour of poles, wattage of lights and baffles/ louvers used to control the spill of light and glare.
- (i) An isolux diagram for all external lighting clearly showing that no direct light or glare will fall on adjoining residential properties or surrounding road network.
- (j) Tree reservations of an appropriate width (minimum 1 metre) must be provided along all road frontages to the site to prohibit vehicle access other than from the approved access points.
- (k) Land set aside along McCormicks Road (also to be shown on a formal subdivision plan) as 'Road Reservation' vested in Frankston City at no cost to Council to reflect the area covered by the Public Acquisition Overlay.
- (l) All easements not required by the development to be removed and new easements to be created to the satisfaction of the relevant authorities.
- (m) All disused crossovers to be removed and the areas to be re-instated to the satisfaction of VicRoads and Council's Infrastructure Manager.
- (n) The submission of a Earthworks Management Plan for the site (which may be submitted in stages).

Before the development, use and subdivision commences all lots forming the site must be consolidated in title pursuant to the Subdivision Act 1988.
The development, use and subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

- (a) Development works must cease immediately upon the discovery of any Aboriginal cultural material other than the identified scar trees which are to be retained and protected, and Aboriginal Affairs Victoria shall be immediately notified of any such discovery.
- (b) Development works on the subject land shall cease immediately upon the discovery of any suspected human remains. The Police or State Coroners Office must be informed of the discovery without delay. If there are reasonable grounds to suspect that the remains are Aboriginal, the discovery should also be reported to Aboriginal Affairs Victoria.
- (c) Officers of Aboriginal Affairs Victoria shall be permitted access to the site at any reasonable time, for the purpose of monitoring adherence to Condition (a) and (b) above.

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Date Issued: 9 August, 2000

Signature for the
Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

Subdivision layout and dwelling design and siting for lots over 300 square metres must at all times satisfy any approved building envelopes (if under 450 square metres) and The Victorian Code for Residential Development – Subdivision and Single Dwellings, April 1992: Elements E2, E3, E4 (performance measures 1 and 2) and E11 (performance measure 1 only) – If the development does not meet one or more of these performance measures, it must comply with the Building Regulations 1994 or any variation granted under those regulations. The layout must also satisfy Subdivision Development Guidelines of Council.

Any lot with an area of between 300-450 square metres must include a 3 dimensional building envelope that satisfies the provisions of The Victoria Code for Residential Development Subdivision and Single Dwellings, April 1992. Elements 1 (PM2), E2, E3 and E4 (PM1-7).

A planning permit is not required to construct or extend one dwelling on a lot of at least 300 square metres. However the development must meet the requirements of condition 5 of this permit.

Creation of a lot less than 300 square metres in area requires a further town planning permit, and can only be considered as part of an application for Medium-density housing pursuant to the provisions of the Good Design Guide.

Prior to any development commencing on the site, and the issue of a Statement of Compliance, the applicant must enter into a Section 173 Agreement pursuant to the Planning and Environment Act 1987 to ensure the following:

- Integration of all land and staging with the Golf Course development that provides for the comprehensive development of the entire Sandhurst Comprehensive Development Plan, May 1996 as an amalgamated site under the effective control of one developer group.

- Provision of full details and payment staging of the development levies required by the Sandhurst Comprehensive Development Plan 1996 including off site contributions for road works required by the traffic report that addresses the issues raised in VicRoads letter to the Frankston City Council dated 21 June, 1996 SY FRA 030 R11 in accordance with the approved traffic management and associated road works plan, method of collection and timing of works to be carried out which must be on the assumption that Thompsons Road between Dandenong Valley Highway and Westport Highway will not be duplicated within the next five years by the Council or VicRoads.

- That residential subdivision does not proceed without the golf course development, that is a Statement of Compliance will not issue for any residential stage until the Golf Course component of the respective stage is substantially completed to the satisfaction of the responsible authority.

- All development, use and subdivision must be generally in accordance with the following reports prepared by Paroissien Grant & Associates Pty. Ltd. and dated March 2000. (a) Golf Course & Landscape Design, (b) Urban Design & Architecture, (c) Services Report, (d) Traffic Report, and (e) Stormwater Drainage Management Strategy.

- All construction with the residential lots must occur within any approved building envelopes, and must at all times satisfy the requirements of Conditions 5 and 6 of this permit.

- The staged construction of McCormicks Road in accordance with the requirements of Conditions 1(a), 13, 16 and 26 of this permit.

- The operator of this permit must contribute an amount specified in the Responsible Authorities Special Charge Scheme for the construction of Wedge Road between Frankston Dandenong Road and McCormicks Road or if this Scheme is unsuccessful, the operator of this permit must construct a roundabout at the intersection of McCormicks Road and Wedge Road and the portion of Wedge Road from the western boundary of the site to McCormicks Road intersection to the satisfaction of Council's Infrastructure Manager.

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Signature for the
Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



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10. Prior to any development commencing on the site, Management Plans for the construction phases of the proposal must be prepared and submitted to the Responsible Authority. The Management Plans must satisfy all relevant Environment Protection Authority (EPA) requirements and provide for the following: -

- (a) General amenity provisions including construction times, dust and noise control and external lighting effects; and
- (b) Operational matters relating to such things as control of nuisance conditions, vehicle loading and unloading times and the transportation of goods and materials to and from the site via the main road network and within the site when subsequent stages after Stage 1 are developed.

The Management Plans must include, but are not limited to the following requirements:-

- All construction vehicles to access the site from McCormicks Rd fronting the site between Thompson Road and Wedge Road. No construction vehicle must access the site from Thompson Road or Wedge Road without the further written consent of VicRoads and/or Council.
- All construction work to only occur between the hours of 7:00 a.m. and 7:00 p.m. daily if it is likely to cause noise nuisance to the locality.
- All security lighting erected on the site during the construction phase must be appropriately located and baffled so as not to be directed towards the adjoining residential areas to the south or surrounding road network.
- Appropriate methods such as the use of water trucks or aquaseeding must be employed to control dust emissions from the site during the construction phases.
- Noise emissions from the site to comply at all times to the requirements of the Environment Protection Authority (EPA).

Once approved, the Management Plans form part of this permit.

11. Prior to any building and works commencing on any subsequent stage(s) of the development, fully detailed and dimensioned development and subdivision plans for all buildings works and allotments forming part of the stage(s) must be submitted and approved by the Responsible Authority. The plans must show but are not limited to the following details:-

- The balance number of holes of golf, forming part of the respective stage, or the total of the remaining number of the 36 holes if it is considered more efficient to complete the whole course as part of the next stage of development and any associated club house/lodge facility, food and drink premises and ancillary pro-shop.
- Residential component as shown on the staging plan together with the attendant infrastructure including roadways, driveways, public lighting, pedestrian network, etc.
- Development of the waterways associated with the relevant next stage of development (except those components of waterways completely encapsulated within future stages of residential or golf development).
- Construction of any associated communal facilities, i.e. community centre(s), recreation facilities such as tennis courts, convenience store etc. and associated car parking and landscaping.
- Detailed landscaping plans indicating the quantity and density of plant species and plant size (Note: advanced plant stock at a suitable planting density must be provided throughout all

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Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



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landscape areas on the site). Suitable sprinkler systems must also be provided. Bulk earthworks plan indicating finished site levels to the perimeter of the property.

12. The amenity of the area must not be detrimentally affected by the use or development, through the

- (a) Transport of materials, goods or commodities to or from the land.
- (b) Appearance of any building, works or materials.
- (c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
- (d) Presence of vermin.

3. The developer is required to construct the balance of McCormicks Road and associated intersection works from the northern site access point to Wedge Road when Traffic volumes along McCormicks Road increase to 1500 vehicles per day, or when any southern vehicle access point (east or west side of McCormicks Road) is constructed. However, in the interim, the developer must pay to the Responsible Authority a maintenance contribution for the unsealed portion of McCormicks Road from time of completion of the northern most section of McCormicks Road until the balance of McCormicks Road is constructed. The contribution rate is to be apportioned based on the difference between current grading requirements and those necessitated by increased traffic volumes.

4. The finished site and floor levels shown on the endorsed plans for all public/communal facilities shall not be altered without the prior written consent of the Responsible Authority.

5. Before the use of public/communal facilities commences, areas set aside for parked vehicles and access lanes as shown on the endorsed plans must be :-

- (a) Constructed to the satisfaction of the Responsible Authority.
- (b) Properly formed to such levels that they can be used in accordance with the plans.
- (c) Surfaced with an all-weather sealcoat to the satisfaction of the Responsible Authority.
- (d) Drained and maintained to the satisfaction of the Responsible Authority.
- (e) Line-marked to indicate each car space and all access lanes to the satisfaction of the Responsible Authority.

Parking areas and access lanes must be kept available for these purposes at all times.

6. Prior to the issue of a Statement of Compliance for each stage - roadworks, drainage and associated works must be provided and constructed at the expense of the Developer in accordance with plans and specifications approved by Council and must include details of:

Drainage to Melbourne Water's Scheme discharge point
The access to the subdivision
Amenity Control during Construction
Road Pavement Design/Makeup
Drainage System Design/layout



Date Issued: 9 August, 2000

Signature for the
Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

Traffic Management/Signage/Linemarking
 Footpaths
 Cycle/Pedestrian Paths/Signing
 Kerb and Channel
 Road widening on existing access roads, acceleration and deceleration lanes
 Tree Planting: Tree Reserves
 Fencing on Tree Reserves
 Fencing of Council's Reserves
 Permanent Survey Marks/Numbered/Levelled
 Service Conduit Plan
 Metcon Marking/Signing
 Street Signs
 Vehicle Crossings
 Filling of land/Placement/Material
 Street Lighting



17. All walls facing adjoining property boundaries must be cleaned and painted to a standard that is well presented to neighbouring properties to the satisfaction of the Responsible Authority.

18. All external buildings and works and fixtures must be maintained in good condition at all times in accordance with the schedule of finishes shown on the endorsed plans to the satisfaction of the Responsible Authority.

19. Noise emitted from any public or communal facility on the site must not exceed limits prescribed by the State Environment Protection Policy (Public Premises) No. N2.

20. All external lighting shall be appropriately baffled so as not to have a detrimental impact.

21. Before the commencement of the use of each stage, landscaping works as shown on the endorsed plans for the respective stage must be completed to the satisfaction of the Responsible Authority and then maintained to the satisfaction of the Responsible Authority unless otherwise agreed to by Responsible Authority.

22. No vehicular access is permitted to Wedge Road, Taylors Road and Thompsons Road from the site other than access which VicRoads and Council may approve only for purposes associated with access to the golf course for maintenance.

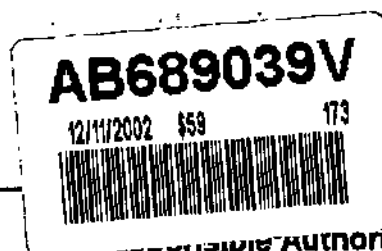
23. All first floor plumbing work, sewer pipes etc, associated with the buildings shall be concealed from general view.

24. All reticulated services to the site shall be located underground.

25. No advertising shall be erected, painted or displayed other than in conformity with the provisions of the Frankston Planning Scheme.

26. Conditions required by VicRoads:

The developer to enter into an Agreement pursuant to the provisions of Section 173 of the Planning and Environment Act 1987 incorporating all of the matters referred to herein:



Date Issued: 9 August, 2000

Responsible Authority

NICK CHARALAMBAKIS
 DEVELOPMENT MANAGER



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- (a) Details of the proposed access between the subject property and Thompsons Road for the purpose of providing access for maintenance of the golf course must be approved in writing by VicRoads. A median opening may not be provided opposite any such access when Thompsons Road is duplicated and no claim for compensation will be made in this regard.
- (b) Staged improvements to the intersection of Thompsons Road and McCormicks Road shall be carried out to the satisfaction of VicRoads and the Responsible Authority.
- (c) Prior to the certification of any plan of subdivision, functional layout plans of staged improvements to the intersection of Thompsons Road and McCormicks Road shall be submitted to VicRoads and the Responsible Authority for written approval. The design shall be compatible with the ultimate duplication of Thompsons Road and McCormicks Road and shall identify any land requirements additional to the existing road reservation that may be required to enable construction of the intersection improvement works to proceed.
- (d) The applicant shall bear the full costs and expenses associated with all roadworks, pavement markings, public lighting alterations, service relocations, signage and land acquisition at no cost to VicRoads or the Responsible Authority to the intent that all matters associated with land acquisition and works shall be undertaken.
- (e) Should the approved functional layout plans identify additional land requirements that are encompassed by the reservation shown as PA01 on the Public Acquisition Overlay of the City of Greater Dandenong Planning Scheme, VicRoads shall carry out the compulsory acquisition of the identified land, and the developer shall:
 - Prior to undertaking any development works or certifying any subdivisional plans, the developer shall provide to VicRoads a bank guarantee, without a termination date, for the estimated compensation payable in respect of the identified land and all associated expenses.
 - The developer shall pay to VicRoads, at a time or times as required and notified in writing by VicRoads, the full compensation payable in respect of the identified land plus associated expenses.
- (f) The following requirements shall be undertaken for each of the staged improvement works to be carried out on the Thompsons Road / McCormicks Road intersection:-
 - Detailed engineering plans of the road works shall be submitted for written approval to VicRoads. When the plans are approved, an additional copy shall be submitted for supervision purposes.
 - Prior to gaining approval from VicRoads to undertake works on the intersection of Thompsons Road and McCormicks Road, the developer shall:-
 - Provide payment to VicRoads of \$400 or 1% of the estimated cost of roadworks, whichever is greater, to cover the cost of surveillance.
 - Provide a bank guarantee, without a termination date, to VicRoads for the estimated cost of works.
 - Provide evidence that the Contractor has a public liability insurance policy for at least \$10 million that will be effective for the duration of the works.
 - Provide VicRoads with the name, address, business and out-of-hours telephone numbers of the principal roadworks contractor.

Date Issued: 9 August, 2000

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the
Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

Arrange for the contractor to contact Mr Jim Arnott on telephone number 9881 8077, to organise a meeting on site to discuss traffic management measures (usually 7 days notice required).

- During construction, worksite signing for traffic management shall be provided to conform with the intent and standards included in VicRoads' publication "Worksite Traffic Management, (Roadworks Signing Code of Practice)," incorporating AS 1742.3-1996.
- The depth and composition of new pavement shall be to the satisfaction of VicRoads.
- The standard of all materials and work shall be to the satisfaction of VicRoads.

27. Conditions required by Melbourne Water

- (a) Prior to the issue of a Statement of Compliance, the owner shall enter into and comply with an agreement with Melbourne Water Corporation, under section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- (b) Appropriate easements and/or reserves must be created over all Melbourne Water assets on this site, i.e. the major waterways and flood storage areas.
- (c) A detailed storm water management plan must be submitted and approved by Melbourne Water prior to certification. This plan must demonstrate that:-
 - All developable lots on the property are free from flooding in 1 in 100 year storm event.
 - Flows from the site are to be controlled back to rural levels for all storm events. (Q_1 to Q_{100}).
 - All water bodies on the property are environmentally sustainable.
 - Overland flows from the upstream catchment can be safely carried over the site utilising roads and/or reserves in accordance with the major/minor approach to storm water management.
 - There is no net loss of flood storage on the site.
 - Flood levels on upstream and downstream properties are not increased.
 - On-site retention will be increased to reduce the risk of flooding on the downstream catchments.
 - Storm water discharge from the development is treated in accordance with Melbourne Water's requirements.
- (d) No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- (e) A satisfactory maintenance agreement must be arranged to cover all waterways and pondage areas.
- (f) Separate application direct to Melbourne Water must be made for any new storm water connection to Melbourne Water's drains or watercourses.
- (g) Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.



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Priority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Andrew Lawrie on telephone 9235 2214, quoting Melbourne Water's reference 47644

28. Conditions required by Natural Resources and Environment

- All earthworks authorised by this permit shall be undertaken in a manner which will minimise soil erosion and in accordance with the Guidelines for Minimising Soil Erosion and Sedimentation from Construction Sites in Victoria, SCA, 1970.
- Where earthworks are undertaken in accordance with this permit, trees retained on the site shall not be damaged and where machinery is used, care shall be taken not to damage the root zone of these trees.
- A landscaping plan drawn to a scale showing the type and location of all existing and proposed species shall be provided to the Responsible Authority for approval. An endorsed copy of the plan shall form part of the permit and the area to be landscaped on the plan shall be planted and maintained to the satisfaction of the Responsible Authority.
- All River Red Gums on the site shall be retained and protected with a buffer around each tree of at least a distance of twice the radius of the tree canopy.

29. Reticulated gas services, if required, must be provided to the satisfaction of Origin Energy.

30. Conditions required by Telstra

- Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra, all works for provision of Telecommunication Services to each lot created in the subdivision.
- Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

31. Conditions required by South East Water

- Water – The owner of the subject land must enter into an agreement with South East Water Limited for the provision of water supply and fulfil all requirements to its satisfaction.
- Sewerage – The owner of the subject land must enter into an agreement with South East Water Limited for the provision of sewerage and fulfil all requirements to its satisfaction.

32. Conditions required by United Energy

The applicant may be required to:-



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- Enter into an agreement with United Energy for an underground supply of electricity to each lot shown on the endorsed plan.

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NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

- Enter into an agreement with United Energy for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such other means as may be agreed by United Energy.
- Provide easements satisfactory to United Energy for Electricity (Power Line) as defined in Column 2 in the 7th Schedule of the "SEC Act 1958" in favour of United Energy, where easements have not been otherwise provided for all existing United Energy electric powerlines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
- Obtain for the use of United Energy any other easement required to service the lots.
- Provide suitable sites for electric substations by setting aside reserves for the use of United Energy.
- Execute lease documents for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years for any electrical substations and for associated powerlines and carriageway as required. United Energy requires that such leases are to be noted on the title by way of a caveat prior to the registration of the plan of subdivision.

Prior to certification, the Plan of Subdivision must be referred to South East Water Limited, in accordance with Section 8 of the Subdivision Act 1988.

Drainage must be provided throughout the site to the satisfaction of Council's Infrastructure Manager.

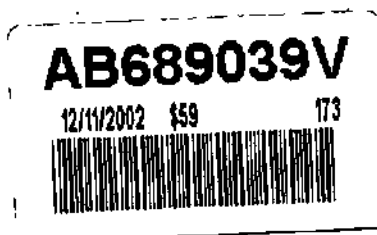
Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

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

- The development, use and subdivision are not started within two years of the date of this permit.
- The development, use and subdivision is not completed within 10 years of the date of this permit.

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

APPLICANT: Sandhurst Golf Estates P/L C/- Paroissien Grant & Associates Pty Ltd



Date Issued: 9 August, 2000

Signature for the
Responsible Authority


NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



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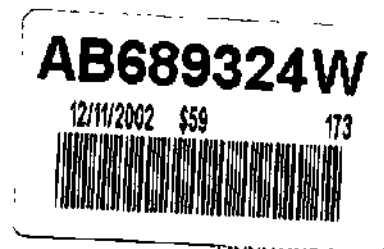
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Form 13



**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:780178 **Customer Code:** 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Volume 9755 Folios 485 & 486, Volume 8202 Folio 069, Volume 10604 Folio 300, Volume 8820 Folio 849, Volume 5923 Folio 480, Volume 7180 Folio 888, and Volume 8140 Folio 737

Authority: Frankston City Council of Civic Centre, Davey Street, Frankston

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Jon Edwards

Office held:

Chief Executive Officer

Date:

22 October 2002

[780178/TGM/M0041978;1]

10/11/02



DAB689324W-1-0



Maddocks

Date 22 / 10 /2002

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0655
Facsimile 61 3 9288 0656
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Section 173 Agreement

Property: Thompsons Road, Taylors Road, Wedge Road and McCormicks Road

FRANKSTON CITY COUNCIL

and

ROADS CORPORATION

and

SANDHURST GOLF ESTATES PTY LTD
ACN 089 884 766



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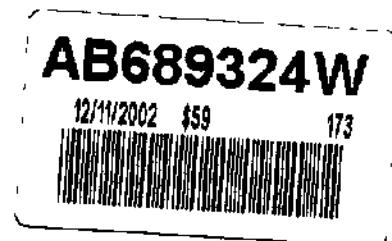
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THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on

22nd October 2002

BETWEEN

FRANKSTON CITY COUNCIL
of Civic Centre Davey Street, Frankston

(Council)

AND

ROADS CORPORATION
of 60 Denmark Street, Kew

(VicRoads)

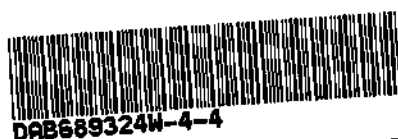
AND

SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766
of 568 St Kilda Road, Melbourne

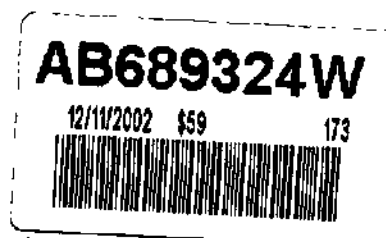
(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 9 August 2000 Council issued Planning Permit No. 00187 ("the Planning Permit") allowing the staged use and developed of the Subject Land as a fully integrated golf course and residential development in accordance with a plan or plans to be endorsed under condition 1 of the Planning Permit. Condition 26 of the Planning Permit requires the Owner to enter into an agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage Nos. AB000322X and AB023159C in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Planning Permit and Schedule 1 of the Comprehensive Development Zone; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.



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THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*;

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. Such plan (as from time to time endorsed) shall be read and incorporated as if it were part of this Agreement;

Functional Layout Plans means the functional layout plans of staged improvements to the intersection of Thompsons Road and McCormicks Road;

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession;

party or parties means the Owner and Council under this Agreement as appropriate;

Planning Permit means the Planning Permit referred to in recital C of this Agreement;

Planning Scheme means the Frankston Planning Scheme and any other planning scheme that applies to the Subject Land;

Road Works means all road works including all road works, pavement markings, public lighting alterations, service relocations and signage.

Sandhurst Comprehensive Development Plan or CDP means the Sandhurst Comprehensive Development Plan: May 1996 that is referred to in item 2.2 of Schedule 1 of clause 37.02 of the Planning Scheme.

Sandhurst Masterplan means the master plan prepared and approved by Council from time to time, showing the various components of the integrated development of the Subject Land.

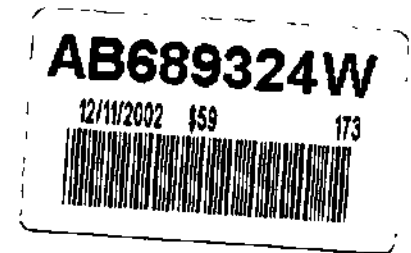
Subdivision Development Guidelines means any guidelines or standards adopted by Council's engineering department from time to time as guidelines or standards to be used in the design and construction of subdivisional infrastructure within the municipality of Frankston.



3.

Subject Land means the land bounded generally by Thompsons Road, Taylors Road, Wedge Road and McCormicks Road being the land referred to in Certificates of Title:

- Volume 9755 Folio 485
- Volume 9755 Folio 486
- Volume 8202 Folio 069
- Volume 10604 Folio 300
- Volume 8820 Folio 849
- Volume 5923 Folio 480
- Volume 7180 Folio 888
- Volume 8140 Folio 737



and any reference to the Subject Land in this Agreement includes any consolidation of the abovementioned titles or any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is



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subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

3.1 Road Works

The Owner must at its cost and expense and to the reasonable satisfaction of Vic Roads (including the standard of all work and materials) carry out or cause to be carried out all Road Works to the intersection of Thompsons Road and McCormicks Road

3.2 Approvals by VicRoads

Prior to commencing the Road Works, the Owner must submit to VicRoads for written approval:

- 3.2.1 details of the Access Road, provided that the Owner acknowledges that a median opening opposite any such access off Thompsons Road when Thompsons Road is duplicated may not be approved by VicRoads and the Owner must not make any claim for compensation from VicRoads if there is no such approval;
- 3.2.2 prior to the certification of any plan of subdivision in respect of the Subject Land, the Functional Layout Plans; and
- 3.2.3 detailed engineering plans of the Road Works for each of the staged improvement works to be carried out to the intersection of Thompsons Road and McCormicks Road.

3.3 Requirements of the Functional Layout Plans

The Functional Layout Plans must:

- 3.3.1 contain a design for the staged improvements to the intersection of Thompsons Road and McCormicks Road that is compatible with the ultimate duplication of Thompsons Road and McCormicks Road; and
- 3.3.2 identify any land requirements additional to the existing road reservation that may be required to enable construction of the intersection improvement works to proceed.

3.4

Preconditions to Commencing Works

- 3.4.1 Prior to commencing any Road Works on the intersection of Thompsons Road and McCormicks Road, the Owner must:

- 3.4.1.1 pay to VicRoads an amount equal to the greater of:

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- \$400.00, or
- 1 per cent of the cost of such Road Works (as reasonably estimated by the Owner)

to cover the cost of surveillance of the Road Works by VicRoads;

3.4.1.2 provide a bank guarantee, without a termination date, to VicRoads of an amount equal to the cost of such Road Works (as reasonably estimated by the Owner);

3.4.1.3 provide evidence to VicRoads that the Owner's contractor has a public liability insurance policy for at least \$10 million that will be effective for the duration of such Road Works;

3.4.1.4 provide VicRoads with the name, address, business and out-of-hours telephone numbers of the principal Road Works contractor;

3.4.1.5 consult with VicRoads with the Owner's contractor on-site in respect of traffic management measures.

3.4.2 VicRoads must immediately return any bank guarantee provided by the Owner under clause 3.4.1.2 upon the completion of Road Works on the intersection of Thompsons Road and McCormicks Road to the satisfaction of VicRoads.

3.3.3 Prior to commencing any Roads Works, the Owner must provide to VicRoads (for use by VicRoads for supervision purposes) a copy of any detailed engineering plans of Road Works approved under clause 3.2.3.

3.5 Additional Land Requirements

3.5.1 If the Functional Layout Plans identify that land outside the declared road reservation but within the reservation shown as "PAO1" on the Planning Scheme maps is required (the **Additional Land**), then:

3.5.1.1 the Owner may acquire the Additional Land by agreement from the registered proprietor and then transfer it to VicRoads; or

3.5.1.2 VicRoads will carry out the compulsory acquisition of the Additional Land.

3.5.2 If VicRoads carries out any compulsory acquisition under clause 3.5.1, the Owner must:



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3.5.2.1 prior to undertaking any development works or making application for the certification of any subdivisional plans in respect of the Subject Land, provide to VicRoads a bank guarantee, without a termination date, for an amount that is the greater of the valuations of the Additional Land provided by the Owner and a registered valuer retained by VicRoads; and

3.5.2.2 pay to VicRoads at a time or times as required by VicRoads, the actual compensation costs (including all VicRoads expenses associated with the acquisition which includes valuation and legal costs and disbursements) payable in respect of the acquisition of the Additional Land.

3.5.3 VicRoads must immediately return any bank guarantee provided by the Owner under clause 3.5.2.1 upon payment of the actual compensation costs by the Owner to VicRoads under clause 3.5.2.2 if payment under the bank guarantee has not been called upon.

3.6 Signage

During the construction of the Road Works, the Owner must provide for signage for traffic management which must conform with the intent and standards included in the VicRoad's publication, "Worksite Traffic Management (Roadworks Signing Code of Practice)", incorporating AS 1742.3-1996.

3.7 Pavement

The Owner agrees that the depth and composition of the new pavement must be to the reasonable satisfaction of Vic Roads.

3.8 Materials and Work

The standard of the Road Works and all materials used for the Roadworks must be to the satisfaction of VicRoads.

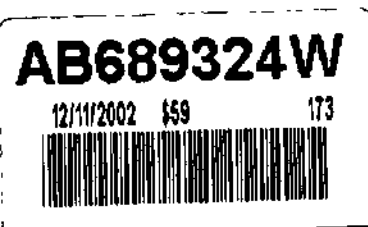
4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:



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- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Costs of Council and VicRoads

The Owner further covenants and agrees that the Owner will immediately pay to:

- 4.3.1 Council, Council's reasonable costs and expenses (including legal expenses and costs incurred by Council); and
- 4.3.2 VicRoads, VicRoads' reasonable costs and expenses (including legal expenses),

of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council or VicRoads (as relevant) by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

6. VICROADS TO ENFORCE AGREEMENT

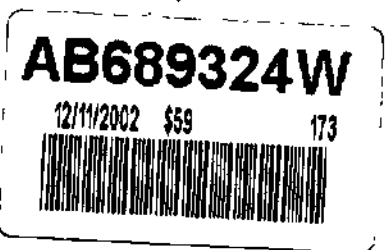
- 6.1 VicRoads acknowledges and agrees that it will administer and enforce this Agreement and will not call upon Council to do so unless as a matter of procedure Council is required to enforce the Agreement under any relevant law.
- 6.2 VicRoads agrees that where Council is required to enforce this Agreement under any relevant law, and VicRoads asks Council to enforce this Agreement it will indemnify and keep indemnified, Council from and against all costs and expenses (including any awards of costs against Council in administering and enforcing this Agreement) which Council may incur in enforcing this Agreement.

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7. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

8. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by the terms of this Agreement.

9. GENERAL MATTERS

9.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

9.2 Service of Notice

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of two business days after the date of posting; or
- 9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

9.3 No Waiver

Any time or other indulgence granted by Council or VicRoads to the Owner or any variation of the terms and conditions of this Agreement or any



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judgment or order obtained by Council or VicRoads against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council or VicRoads in relation to the terms of this Agreement.

9.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

10. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

11. ENDING OF AGREEMENT

11.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced in writing by a letter from VicRoads to that effect.

11.2 At the time Council issues a Statement of Compliance under the *Subdivision Act* 1988 in respect of any stage, provided the Owner has fulfilled all of the obligations of this Agreement in relation to that stage to the satisfaction of Council, Council will execute an application (prepared by the Owner) under section 183(2) of the Act to enable this Agreement to be removed from the relevant Certificate of Title(s) to that stage.



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10.

EXECUTED under Seal by the parties on the date set out at the commencement of this Agreement.

The Common Seal of the Frankston City Council was affixed in the presence of -

Councillor

Chief Executive Officer

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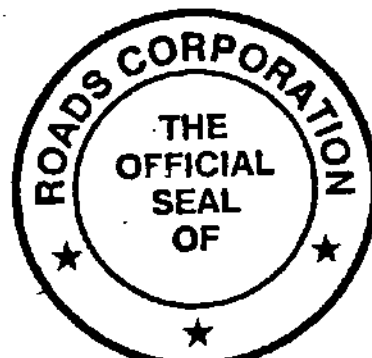


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OFFICIAL
THE COMMON SEAL of ROADS CORPORATION was affixed in the presence of

Authorised Officer

Authorised Officer



THE COMMON SEAL of SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766 was affixed in the presence of authorised persons:

Director

Full name

Usual address

Director (or Company Secretary)

Full name

Usual address

KENNETH JAMES ROCHE
568 ST. KILDA RD MELBOURNE 3004

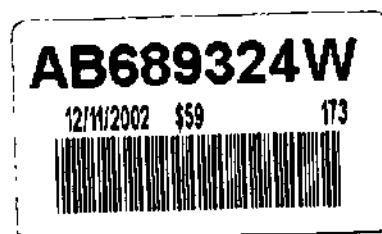
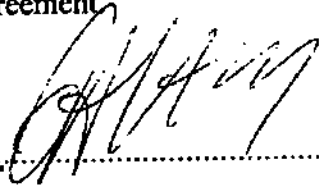
DENIS ARTHUR ROCHE

568 ST. KILDA RD. MELBOURNE 3004.

11.

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of registered mortgage No. AB000322X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement



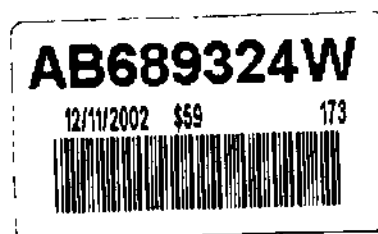
12.

Mortgagee's Consent

Miramah Investments Pty Ltd (ACN 006 751 766) as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

THE COMMON SEAL of MIRAMAH)
INVESTMENTS PTY LTD (ACN 006)
751 766) was affixed in the presence of)
authorised persons:

.....	Director
.....	Full name
.....	Usual address
.....	Director (or Company Secretary)
.....	Full name
.....	Usual address



13.

Mortgagee's Consent

Frederick Michelmores as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Frederick Michelmores



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14.

Mortgagee's Consent

Raymond Leslie Marriott as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

R.L. Marriott



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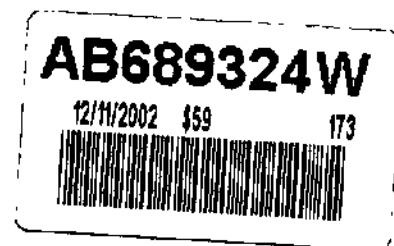


15.

Mortgagee's Consent

Harland Thomas Gardiner as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

JB-J. Gardiner



16.

Mortgagee's Consent

Valmai Joyce Gardiner as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Valmai J. Gardiner



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17.

PLANNING PERMIT



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PLANNING
PERMIT

Permit No. 00187
Property No. 12-4-139
Planning Scheme Frankston
Responsible Authority FRANKSTON CITY COUNCIL

ADDRESS OF THE LAND:

Thompson Road, Taylors Road, Wedge Road and McCormicks Road and at Lot 4 LP34753, Certificate of Title Volume 8140 Folio 737 at the north west corner of Wedge Road and McCormicks Road, Carrum Downs.

THE PERMIT ALLOWS:

Staged development, use and subdivision of an integrated Golf Course and residential development in accordance with the endorsed plan/s

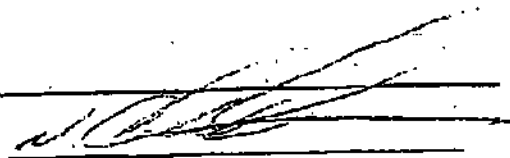
THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:



1. Before the development, use and subdivision of any stage commences, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application Master Plan but modified to show :
 - (a) Fully detailed and dimensioned development and subdivision plans for all buildings works and allotments for the following components (comprising at least Stage 1 of the development):-
 - Not less than 20 holes of golf including the 18 holes in the northern course and holes 10 and 18 of the southern course, but up to 36 holes if it is considered more efficient to complete both courses as part of Stage 1, and any associated club house/lodge facility, food and drink premises and ancillary pro-shop.
 - Stage 1 residential as shown on the staging plan comprising up to approximately 200 residential lots together with the attendant infrastructure including roadways, driveways, public lighting, pedestrian network, etc.
 - Development of all of the waterways associated with the eastern section of the land, except for those components of waterways completely encapsulated within future stages of residential or golf development (if not constructed as part of Stage 1 works).
 - Construction of any associated clubhouse/Community facility and associated car parking area.
 - Construction of McCormicks Road from Thompsons Road to the northern most entrance to the development to two lane single carriageway standard, together with required intersection treatments at both ends of that section and at Thompson and Wedge Road to the satisfaction of VicRoads and Council's Infrastructure Manager.

Date Issued: 9 August, 2000

Signature for the
Responsible Authority


NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

Fully detailed landscape plan that includes quantity and density of plant species and plant size upon planting indicated on the landscape plan. (Note: advanced plant stock at a suitable planting density must be provided throughout all landscape areas on the site). Suitable sprinkler systems must also be provided. Bulk earthworks plan indicating finished site levels to the perimeter of the property.

- (b) Outline subdivision plans of the balance of the site not contained in Stage 1 indicating all lot boundaries and staging
 - (c) Full details of all external boundary fencing treatments to McCormicks Road, Thompsons Road, Taylors Road and Wedge Road.
 - (d) Accurate location of all significant vegetation nominated for retention.
 - (e) Landscaping of external road boundaries of the site.
 - (f) Full details and dimensions of vehicle entry point treatments to the site.
 - (g) Three dimensional Building Envelopes for all lots with an area of between 300 and 450 square metres that satisfy the provisions of the Victorian Code for Residential Development Subdivisions and Single Dwellings, April 1992, Elements 1(PM2), E2, E3 and Element 4 (PM1-7).
 - (h) Full details of all proposed external lighting including height and colour of poles, wattage of lights and baffles/ louvers used to control the spill of light and glare.
 - (i) An isolux diagram for all external lighting clearly showing that no direct light or glare will fall on adjoining residential properties or surrounding road network.
 - (j) Tree reservations of an appropriate width (minimum 1 metre) must be provided along all road frontages to the site to prohibit vehicle access other than from the approved access points.
 - (k) Land set aside along McCormicks Road (also to be shown on a formal subdivision plan) as 'Road Reservation' vested in Frankston City at no cost to Council to reflect the area covered by the Public Acquisition Overlay.
 - (l) All easements not required by the development to be removed and new easements to be created to the satisfaction of the relevant authorities.
 - (m) All disused crossovers to be removed and the areas to be re-instated to the satisfaction of VicRoads and Council's Infrastructure Manager.
 - (n) The submission of a Earthworks Management Plan for the site (which may be submitted in stages).
2. Before the development use and subdivision commences all lots forming the site must be consolidated in title pursuant to the Subdivision Act 1988.
 3. The development, use and subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
 4.
 - (a) Development works must cease immediately upon the discovery of any Aboriginal cultural material other than the identified scar trees which are to be retained and protected, and Aboriginal Affairs Victoria shall be immediately notified of any such discovery.
 - (b) Development works on the subject land shall cease immediately upon the discovery of any suspected human remains. The Police or State Coroners Office must be informed of the discovery without delay. If there are reasonable grounds to suspect that the remains are Aboriginal, the discovery should also be reported to Aboriginal Affairs Victoria.
 - (c) Officers of Aboriginal Affairs Victoria shall be permitted access to the site at any reasonable time, for the purpose of monitoring adherence to Condition (a) and (b) above.



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5. Subdivision layout and dwelling design and siting for lots over 300 square metres must at all times satisfy any approved building envelopes (if under 450 square metres) and The Victorian Code for Residential Development – Subdivision and Single Dwellings, April 1992: Elements E2, E3, E4 (performance measures 1 and 2) and E11 (performance measure 1 only) – If the development does not meet one or more of these performance measures, it must comply with the Building Regulations 1994 or any variation granted under those regulations. The layout must also satisfy Subdivision Development Guidelines of Council.
6. Any lot with an area of between 300-450 square metres must include a 3 dimensional building envelope that satisfies the provisions of The Victoria Code for Residential Development Subdivision and Single Dwellings, April 1992. Elements 1 (PM2), E2, E3 and E4 (PM1-7).
7. A planning permit is not required to construct or extend one dwelling on a lot of at least 300 square metres. However the development must meet the requirements of condition 5 of this permit.
8. Creation of a lot less than 300 square metres in area requires a further town planning permit, and can only be considered as part of an application for Medium-density housing pursuant to the provisions of the Good Design Guide.
9. Prior to any development commencing on the site, and the issue of a Statement of Compliance, the applicant must enter into a Section 173 Agreement pursuant to the Planning and Environment Act 1987 to ensure the following:

- Integration of all land and staging with the Golf Course development that provides for the comprehensive development of the entire Sandhurst Comprehensive Development Plan, May 1996 as an amalgamated site under the effective control of one developer group.
- Provision of full details and payment staging of the development levies required by the Sandhurst Comprehensive Development Plan 1996 including off site contributions for road works required by the traffic report that addresses the issues raised in VicRoads letter to the Frankston City Council dated 21 June, 1996 SY FRA 030 R11 in accordance with the approved traffic management and associated road works plan, method of collection and timing of works to be carried out which must be on the assumption that Thompsons Road between Dandenong Valley Highway and Westernport Highway will not be duplicated within the next five years by the Council or VicRoads.
- That residential subdivision does not proceed without the golf course development, that is a Statement of Compliance will not issue for any residential stage until the Golf Course component of the respective stage is substantially completed to the satisfaction of the responsible authority.
- All development, use and subdivision must be generally in accordance with the following reports prepared by Paroissien Grant & Associates Pty. Ltd. and dated March 2000. (a) Golf Course & Landscape Design, (b) Urban Design & Architecture, (c) Services Report, (d) Traffic Report, and (e) Stormwater Drainage Management Strategy.
- All construction with the residential lots must occur within any approved building envelopes, and must at all times satisfy the requirements of Conditions 5 and 6 of this permit.
- The staged construction of McCormicks Road in accordance with the requirements of Conditions 1(a), 13, 16 and 26 of this permit.
- The operator of this permit must contribute an amount specified in the Responsible Authorities Special Charge Scheme for the construction of Wedge Road between Frankston Dandenong Road and McCormicks Road or if this Scheme is unsuccessful, the operator of this permit must construct a roundabout at the intersection of McCormicks Road and Wedge Road and the portion of Wedge Road from the western boundary of the site to McCormicks Road intersection to the satisfaction of Council's Infrastructure Manager.

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10. Prior to any development commencing on the site, Management Plans for the construction phases of the proposal must be prepared and submitted to the Responsible Authority. The Management Plans must satisfy all relevant Environment Protection Authority (EPA) requirements and provide for the following: -

- General amenity provisions including construction times, dust and noise control and external lighting effects; and
- Operational matters relating to such things as control of nuisance conditions, vehicle loading and unloading times and the transportation of goods and materials to and from the site via the main road network and within the site when subsequent stages after Stage 1 are developed.

The Management Plans must include, but are not limited to the following requirements:-

- All construction vehicles to access the site from McCormicks Rd fronting the site between Thompson Road and Wedge Road. No construction vehicle must access the site from Thompson Road or Wedge Road without the further written consent of VicRoads and/or Council.
- All construction work to only occur between the hours of 7.00 a.m. and 7.00 p.m. daily if it is likely to cause noise nuisance to the locality.
- All security lighting erected on the site during the construction phase must be appropriately located and baffled so as not to be directed towards the adjoining residential areas to the south or surrounding road network.
- Appropriate methods such as the use of water trucks or aquaseeding must be employed to control dust emissions from the site during the construction phases.
- Noise emissions from the site to comply at all times to the requirements of the Environment Protection Authority (EPA).

Once approved, the Management Plans form part of this permit.

11. Prior to any building and works commencing on any subsequent stage(s) of the development, fully detailed and dimensioned development and subdivision plans for all buildings works and allotments forming part of the stage(s) must be submitted and approved by the Responsible Authority. The plans must show but are not limited to the following details:-

- The balance number of holes of golf, forming part of the respective stage, or the total of the remaining number of the 36 holes if it is considered more efficient to complete the whole course as part of the next stage of development and any associated club house/lodge facility, food and drink premises and ancillary pro-shop.

Residential component as shown on the staging plan together with the attendant infrastructure including roadways, driveways, public lighting, pedestrian network, etc.

Development of the waterways associated with the relevant next stage of development (except those components of waterways completely encapsulated within future stages of residential or golf development).

Construction of any associated communal facilities, i.e. community centre(s), recreation facilities such as tennis courts, convenience store etc. and associated car parking and landscaping.

Detailed landscaping plans indicating the quantity and density of plant species and plant size (Note: advanced plant stock at a suitable planting density must be provided throughout all

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Responsible Authority

[Signature]
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DEVELOPMENT MANAGER

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landscape areas on the site). Suitable sprinkler systems must also be provided. Bulk earthworks plan indicating finished site levels to the perimeter of the property.

12. The amenity of the area must not be detrimentally affected by the use or development, through the
 - (a) Transport of materials, goods or commodities to or from the land.
 - (b) Appearance of any building, works or materials.
 - (c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
 - (d) Presence of vermin.
13. The developer is required to construct the balance of McCormicks Road and associated intersection works from the northern site access point to Wedge Road when Traffic volumes along McCormicks Road increase to 1500 vehicles per day, or when any southern vehicle access point (east or west side of McCormicks Road) is constructed. However, in the interim, the developer must pay to the Responsible Authority a maintenance contribution for the unsealed portion of McCormicks Road from time of completion of the northern most section of McCormicks Road until the balance of McCormicks Road is constructed. The contribution rate is to be apportioned based on the difference between current grading requirements and those necessitated by increased traffic volumes.
14. The finished site and floor levels shown on the endorsed plans for all public/communal facilities shall not be altered without the prior written consent of the Responsible Authority.
15. Before the use of public/communal facilities commences, areas set aside for parked vehicles and access lanes as shown on the endorsed plans must be :-
 - (a) Constructed to the satisfaction of the Responsible Authority.
 - (b) Properly formed to such levels that they can be used in accordance with the plans.
 - (c) Surfaced with an all-weather sealcoat the satisfaction of the Responsible Authority.
 - (d) Drained and maintained to the satisfaction of the Responsible Authority.
 - (e) Line-marked to indicate each car space and all access lanes to the satisfaction of the Responsible Authority.

Parking areas and access lanes must be kept available for these purposes at all times.

16. Prior to the issue of a Statement of Compliance for each stage - roadworks, drainage and associated works must be provided and constructed at the expense of the Developer in accordance with plans and specifications approved by Council and must include details of:

Drainage to Melbourne Water's Scheme discharge point
 The access to the subdivision
 Amenity Control during Construction
 Road Pavement Design/Makeup
 Drainage System Design/layout

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NICK CHARALAMBAKIS
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Traffic Management/Signage/Linemarking
Footpaths
Cycle/Pedestrian Paths/Signing
Kerb and Channel
Road widening on existing access roads, acceleration and deceleration lanes
Tree Planting: Tree Reserves
Fencing on Tree Reserves
Fencing of Council's Reserves
Permanent Survey Marks/Numbered/Levelled
Service Conduit Plan
Metcon Marking/Signing
Street Signs
Vehicle Crossings
Filling of land/Placement/Material
Street Lighting



17. All walls facing adjoining property boundaries must be cleaned and painted to a standard that is well presented to neighbouring properties to the satisfaction of the Responsible Authority.
18. All external buildings and works and fixtures must be maintained in good condition at all times in accordance with the schedule of finishes shown on the endorsed plans to the satisfaction of the Responsible Authority.
19. Noise emitted from any public or communal facility on the site must not exceed limits prescribed by the State Environment Protection Policy (Public Premises) No. N2.
20. All external lighting shall be appropriately baffled so as not to have a detrimental impact.
21. Before the commencement of the use of each stage, landscaping works as shown on the endorsed plans for the respective stage must be completed to the satisfaction of the Responsible Authority and then maintained to the satisfaction of the Responsible Authority unless otherwise agreed to by Responsible Authority.
22. No vehicular access is permitted to Wedge Road, Taylors Road and Thompsons Road from the site other than access which VicRoads and Council may approve only for purposes associated with access to the golf course for maintenance.
23. All first-floor plumbing work, sewer pipes etc, associated with the buildings shall be concealed from general view.
24. All reticulated services to the site shall be located underground.
25. No advertising shall be erected, painted or displayed other than in conformity with the provisions of the Frankston Planning Scheme.
26. Conditions required by VicRoads:

The developer to enter into an Agreement pursuant to the provisions of Section 173 of the Planning and Environment Act 1987 incorporating all of the matters referred to herein:

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Signature
Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

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- (a) Details of the proposed access between the subject property and Thompsons Road for the purpose of providing access for maintenance of the golf course must be approved in writing by VicRoads. A median opening may not be provided opposite any such access when Thompsons Road is duplicated and no claim for compensation will be made in this regard.
- (b) Staged improvements to the intersection of Thompsons Road and McCormicks Road shall be carried out to the satisfaction of VicRoads and the Responsible Authority.
- (c) Prior to the certification of any plan of subdivision, functional layout plans of staged improvements to the intersection of Thompsons Road and McCormicks Road shall be submitted to VicRoads and the Responsible Authority for written approval. The design shall be compatible with the ultimate duplication of Thompsons Road and McCormicks Road and shall identify any land requirements additional to the existing road reservation that may be required to enable construction of the intersection improvement works to proceed.
- (d) The applicant shall bear the full costs and expenses associated with all roadworks, pavement markings, public lighting alterations, service relocations, signage and land acquisition at no cost to VicRoads or the Responsible Authority to the intent that all matters associated with land acquisition and works shall be undertaken.
- (e) Should the approved functional layout plans identify additional land requirements that are encompassed by the reservation shown as PA01 on the Public Acquisition Overlay of the City of Greater Dandenong Planning Scheme, VicRoads shall carry out the compulsory acquisition of the identified land, and the developer shall:-
- Prior to undertaking any development works or certifying any subdivisional plans, the developer shall provide to VicRoads a bank guarantee, without a termination date, for the estimated compensation payable in respect of the identified land and all associated expenses.
 - The developer shall pay to VicRoads, at a time or times as required and notified in writing by VicRoads, the full compensation payable in respect of the identified land plus associated expenses.
- (f) The following requirements shall be undertaken for each of the staged improvement works to be carried out on the Thompsons Road / McCormicks Road intersection:-
- Detailed engineering plans of the road works shall be submitted for written approval to VicRoads. When the plans are approved, an additional copy shall be submitted for supervision purposes.
 - Prior to gaining approval from VicRoads to undertake works on the intersection of Thompsons Road and McCormicks Road, the developer shall:-
 - Provide payment to VicRoads of \$400 or 1% of the estimated cost of roadworks, whichever is greater, to cover the cost of surveillance.
 - Provide a bank guarantee, without a termination date, to VicRoads for the estimated cost of works.
 - Provide evidence that the Contractor has a public liability insurance policy for at least \$10 million that will be effective for the duration of the works.
 - Provide VicRoads with the name, address, business and out-of-hours telephone numbers of the principal roadworks contractor.

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Arrange for the contractor to contact Mr Jim Arnott on telephone number 9881 8077, to organise a meeting on site to discuss traffic management measures (usually 7 days notice required).

- During construction, worksite signing for traffic management shall be provided to conform with the intent and standards included in VicRoads' publication "Worksite Traffic Management, (Roadworks Signing Code of Practice)," incorporating AS 1742.3-1996.
- The depth and composition of new pavement shall be to the satisfaction of VicRoads.
- The standard of all materials and work shall be to the satisfaction of VicRoads.

27. Conditions required by Melbourne Water

- (a) Prior to the issue of a Statement of Compliance, the owner shall enter into and comply with an agreement with Melbourne Water Corporation, under section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- (b) Appropriate easements and/or reserves must be created over all Melbourne Water assets on this site, i.e. the major waterways and flood storage areas.
- (c) A detailed storm water management plan must be submitted and approved by Melbourne Water prior to certification. This plan must demonstrate that:
 - All developable lots on the property are free from flooding in 1 in 100 year storm event.
 - Flows from the site are to be controlled back to rural levels for all storm events. (Q_1 to Q_{100}).
 - All water bodies on the property are environmentally sustainable.
 - Overland flows from the upstream catchment can be safely carried over the site utilising roads and/or reserves in accordance with the major/minor approach to storm water management.
 - There is no net loss of flood storage on the site.
 - Flood levels on upstream and downstream properties are not increased.
 - On-site retention will be increased to reduce the risk of flooding on the downstream catchments.
 - Storm water discharge from the development is treated in accordance with Melbourne Water's requirements.
- (d) No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- (e) A satisfactory maintenance agreement must be arranged to cover all waterways and pondage areas.
- (f) Separate application direct to Melbourne Water must be made for any new storm water connection to Melbourne Water's drains or watercourses.
- (g) Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

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Responsible Authority

NICK CHARALAMBAKIS
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If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Andrew Lawrie on telephone 9235 2214, quoting Melbourne Water's reference 47644

28. Conditions required by Natural Resources and Environment

- All earthworks authorised by this permit shall be undertaken in a manner which will minimise soil erosion and in accordance with the Guidelines for Minimising Soil Erosion and Sedimentation from Construction Sites in Victoria, SCA, 1970.
- Where earthworks are undertaken in accordance with this permit, trees retained on the site shall not be damaged and where machinery is used, care shall be taken not to damage the root zone of these trees.
- A landscaping plan drawn to a scale showing the type and location of all existing and proposed species shall be provided to the Responsible Authority for approval. An endorsed copy of the plan shall form part of the permit and the area to be landscaped on the plan shall be planted and maintained to the satisfaction of the Responsible Authority.
- All River Red Gums on the site shall be retained and protected with a buffer around each tree of at least a distance of twice the radius of the tree canopy.

29. Reticulated gas services, if required, must be provided to the satisfaction of Origin Energy.

30. Conditions required by Telstra

- Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra, all works for provision of Telecommunication Services to each lot created in the subdivision.
- Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

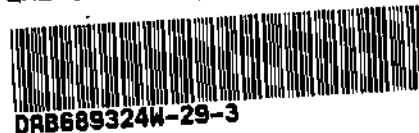
31. Conditions required by South East Water

- Water – The owner of the subject land must enter into an agreement with South East Water Limited for the provision of water supply and fulfil all requirements to its satisfaction.
- Sewerage – The owner of the subject land must enter into an agreement with South East Water Limited for the provision of sewerage and fulfil all requirements to its satisfaction.

32. Conditions required by United Energy

The applicant may be required to:-

- Enter into an agreement with United Energy for an underground supply of electricity to each lot shown on the endorsed plan.



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Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

- Enter into an agreement with United Energy for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such other means as may be agreed by United Energy.
 - Provide easements satisfactory to United Energy for Electricity (Power Line) as defined in Column 2 in the 7th Schedule of the "SEC Act 1958" in favour of United Energy, where easements have not been otherwise provided for all existing United Energy electric powerlines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
 - Obtain for the use of United Energy any other easement required to service the lots.
 - Provide suitable sites for electric substations by setting aside reserves for the use of United Energy.
 - Execute lease documents for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years for any electrical substations and for associated powerlines and carriageway as required. United Energy requires that such leases are to be noted on the title by way of a caveat prior to the registration of the plan of subdivision.
- Prior to certification, the Plan of Subdivision must be referred to South East Water Limited, in accordance with Section 8 of the Subdivision Act 1988.
33. Drainage must be provided throughout the site to the satisfaction of Council's Infrastructure Manager.
34. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.
35. This permit will expire if one of the following circumstances applies :-
- The development, use and subdivision are not started within two years of the date of this permit.
 - The development, use and subdivision is not completed within 10 years of the date of this permit.

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

APPLICANT: Sandhurst Golf Estates P/L C/- Paroissien Grant & Associates Pty Ltd



DAB689324W-30-9

AB689324W

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Date Issued: 9 August, 2000

Signature for the
Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



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Form 13

AB691928Y



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks

Phone: 9288 0555

Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne

Ref: TGM:780178

Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Volume 9755 Folios 485 & 486, Volume 8202 Folio 069, Volume 10604 Folio 300, Volume 8820 Folio 849, Volume 5923 Folio 480, Volume 7180 Folio 888, and Volume 8140 Folio 737

Authority: Frankston City Council of Civic Centre, Davey Street, Frankston

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Jon Edwards

Office held:

Chief Executive Officer

Date:

22 October 2002

[780178/TGM/M0041978.1]



DAB691928Y-1-8

NN1311.02



Maddocks

Date 22 / 10 /2002

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne



DB691928Y-2-6

Agreement under Section 173 of the Planning and Environment Act 1987 Overall Subdivision Development Controls

**Frankston City Council
and**

**Sandhurst Golf Estates Pty Ltd
ACN 089 884 766**

AB691928Y

13/11/2002 \$59 173



[780178/DIR/M0029955:1]

Affiliated offices
Adelaide, Brisbane, Colombo, Dubai,
Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Sydney, Tianjin



DRB691928Y-3-4

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Agreement under Section 173 of the Planning and Environment Act 1987

Overall Subdivision Development Controls Agreement

DATE 22 / 10 /2002

BETWEEN

Frankston City Council
of Civic Centre, Davey Street, Frankston

(Council)

AND

Sandhurst Golf Estates Pty Ltd ACN 089 884 766
of Unit 4, 568 St Kilda Road, Melbourne

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 9 August 2000 Council issued Planning Permit No. 00187 (the **Planning Permit**) allowing the staged use and development of the Subject Land as a fully integrated golf course and residential development in accordance with a plan or plans to be endorsed under condition 1 of the Planning Permit. Condition 9 of the Planning Permit requires the Owner to enter into an agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A". There are other conditions in the Planning Permit which give further particularity to the various works and contributions to be done or made by the Owner and this Agreement is not intended to derogate from those other obligations except as expressly provided for in this Agreement.
- D. The Subject Land is affected by a Comprehensive Development Zone under clause 37.02 of the Planning Scheme. Schedule 1 of the Comprehensive Development Zone specifically applies to the Subject Land. Under clause 3.1 of Schedule 1 to the Comprehensive Development Zone, given how the Subject Land is to be used and developed, an agreement under section 173 of the *Planning and Environment Act* 1987 is required to address the various matters set out in that part.
- E. Council has incorporated all of the requirements under clause 3.1 of Schedule 1 to the Comprehensive Development Zone within the Planning Permit.
- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AB000322X and AB023159C in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- G. The parties enter into this Agreement:
 - G.1 to give effect to the requirements of the Planning Permit and Schedule 1 of the Comprehensive Development Zone; and



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- G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS



In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

Building means any building to be used as a dwelling and associated outbuildings and includes a tennis court or swimming pool.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. Such plan (as from time to time endorsed) shall be read and incorporated as if it were part of this Agreement.

lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Permit means the Planning Permit referred to in recital C of this Agreement.

Planning Scheme means the Frankston Planning Scheme and any other planning scheme that applies to the Subject Land.

Residential Lot means a lot which by virtue of its size and dimension, it is intended for final use as a home site.

Sandhurst Comprehensive Development Plan or CDP means the Sandhurst Comprehensive Development Plan: May 1996 that is referred to in item 2.2 of Schedule 1 of clause 37.02 of the Planning Scheme.

Sandhurst Masterplan means the master plan prepared and approved by Council from time to time, showing the various components of the integrated development of the Subject Land.

Stage 1 means the first stage of the residential development of the Subject Land.

Subdivision Development Guidelines means any guidelines or standards adopted by Council's engineering department from time to time as guidelines or standards to be used in the design and construction of subdivisional infrastructure within the municipality of Frankston.

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Subject Land means the land bounded generally by Thompson Road, Taylors, Road, Wedge Road and McCormicks Road being the land referred to in Certificates of Title:

- | | |
|--------------------------|-------------------------|
| ▪ Volume 9755 Folio 485 | ▪ Volume 8820 Folio 849 |
| ▪ Volume 8202 Folio 069 | ▪ Volume 5923 Folio 480 |
| ▪ Volume 9755 Folio 486 | ▪ Volume 7180 Folio 888 |
| ▪ Volume 10604 Folio 300 | ▪ Volume 8140 Folio 737 |

and any reference to the Subject Land in this Agreement includes any consolidation of the abovementioned titles or any lot created by the subdivision of the Subject Land or any part of it.

Substantially Completed has the meaning described in Schedule 1 of this Agreement.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:



- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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3. **SPECIFIC ACKNOWLEDGMENT BY THE OWNER AS TO THE INTEGRATED MANNER IN WHICH THE SUBJECT LAND IS TO BE DEVELOPED**

The Owner agrees that:

3.1 **Subject Land to be developed as one integrated whole:**

except with the agreement of Council, the Subject Land must be developed as a fully integrated stage development generally in accordance with the development principles contained in the Sandhurst Comprehensive Development Plan under the effective control of one developer group provided that the developer group may have partnership or joint venture associations or the like;

3.2 **Residential component not to proceed without balance**

save as expressly provided in this Agreement for Stage 1, the residential subdivision for each stage of the development must not proceed without the golf course component of the development for that respective stage being commenced so that before a Statement of Compliance is issued in respect of that stage of the residential subdivision, the golf course component in respect of that stage is Substantially Completed (as per Option A of Schedule 1) to the satisfaction of Council and to that end the Owner agrees that:

3.2.1 it will not seek from Council; and

3.2.2 in any event, Council may, notwithstanding the requirements of the *Subdivision Act 1988*, refrain from issuing –

a Statement of Compliance in respect of any land subdivision comprising the residential subdivision until the said golf course component for that stage is Substantially Completed to the satisfaction of Council;

3.3 **Specific requirement for Stage 1 of the residential development**

the residential subdivision for Stage 1 of the development must not proceed without the golf course component of the development for that stage being commenced so that before a Statement of Compliance is issued in respect of that stage, the golf course component in respect of that stage is Substantially Completed to the satisfaction of Council and to that end the Owner agrees that:

3.3.1 it will not seek from Council; and

3.3.2 in any event, Council may, notwithstanding the requirements of the *Subdivision Act 1988*, refrain from issuing –

a Statement of Compliance in respect of Stage 1 until the said golf course component for Stage 1 is Substantially Completed (as described in Schedule 1);

3.4 **Development to comply with certain studies**

except as expressly allowed by written consent of Council, all subdivision, development and use of the Subject Land must be generally in accordance with the following reports prepared by Paroissien Grant & Associates Pty Ltd – March 2000; namely:

3.4.1 Golf Course & Landscape Design

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- 3.4.2 Urban Design & Architecture
- 3.4.3 Services Report
- 3.4.4 Traffic Report
- 3.4.5 Stormwater Drainage Management Strategy.

4. SPECIFIC OBLIGATIONS OF THE OWNER CONCERNING THE SUBDIVISION AND DEVELOPMENT OF THE LAND

The Owner agrees that:

4.1 Design of Subdivisional layout

the layout of each subdivision or any stage of a subdivision must comply with clause 56 of the Planning Scheme to the satisfaction of Council; and

4.2 Subdivisional infrastructure to be constructed according to Subdivisional Development Guidelines

the construction of any subdivisional infrastructure must be in accordance with plans and specifications approved by Council's engineers and in accordance with the Subdivisional Development Guidelines.

5. SPECIFIC OBLIGATIONS OF THE OWNER CONCERNING THE PROVISIONS OF INFRASTRUCTURE

The Owner agrees that:

5.1 it must either:

5.1.1 pay to Council an amount; or

5.1.2 provided Council agrees, construct buildings or carry out works to an equivalent value and in accordance with plans and specifications approved in writing by Council (**works in lieu**) -



as a development contribution in respect of each Residential Lot according to the amounts or value (as the case may be) set out in the table in Schedule 2 of this Agreement;

5.2 the development contribution for any Residential Lot whether as a cash amount or as works in lieu must be paid to Council or carried out as the case may be to the satisfaction of Council prior to Council being required to issue a Statement of Compliance in respect of any plan of subdivision containing that Residential Lot;

5.3 the amount of the development contribution set out in the Table in Schedule 2 is exclusive of any GST payable on the amounts specified and the Owner will be liable for any GST so payable and the amount will be adjusted for rises in the Consumer Price Index from the date of this Agreement;

5.4 if the Owner elects to carry out works in lieu, the works carried out must be set out in the Table in Schedule 2 or otherwise agreed between Council and the Owner and upon those works being completed, then, the Owner shall be entitled to a credit towards the development contribution payable under this Agreement to the extent

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of the amount allowed in the table in Schedule 2 for that item of infrastructure provided the infrastructure works in respect of which the credit is sought is completed;

- 5.5 the timing of the application of the credit towards the Owner's obligations as they arise in respect of the number of Residential Lots created will be as agreed between the parties;

McCormicks Road

- 5.6 the Owner must construct McCormicks Road as part of Stage 1 of the overall development of the Subject Land from Thompsons Road to the northern most entrance to the development (as shown on the Sandhurst Masterplan) as a two lane single carriageway together with required intersection treatments at both ends of that section of road (that is at the Thompson and Wedge Road intersection and at the McCormicks Road and the new internal road intersection);

Construction of Wedge Road

- 5.7 if Council does not proceed with a Special Rate Scheme for the construction of Wedge Road between Frankston Dandenong Road and McCormicks Road, the Owner must, at its own cost:

5.7.1 construct a roundabout at the intersection of McCormicks Road and Wedge Road; and

5.7.2 construct the portion of Wedge Road from the western boundary of the Subject Land to McCormicks Road intersection

each to the satisfaction of Council;

Bond Security

- 5.8 if the Owner elects "Option B" in Schedule 1 and the Owner has failed to Substantially Complete the works comprising the golf course (specifically, plant the summergrass) Council may, immediately after the expiry of 14 days written notice, enter upon the Subject Land and carry out the planting of the summergrass and then draw down the bank guarantee required to be provided under Option B to the extent of the actual costs incurred by Council in planting the summergrass. Any additional costs incurred by Council in carrying out the planting of the summergrass shall be a debt owed by the Owner to Council recoverable in an appropriate court.

6. FURTHER OBLIGATIONS OF THE OWNER



6.1 Notice and Registration

The owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

6.2 Further actions

The Owner further covenants and agrees that:

- 6.2.1 the Owner will do all things necessary to give effect to this Agreement;

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- 6.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

6.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

7. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

8. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

9. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 9.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 9.2 execute a deed agreeing to be bound by the terms of this Agreement.

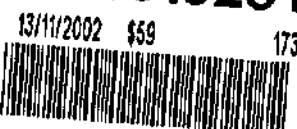
10. GENERAL MATTERS

10.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 10.1.1 by delivering it personally to that party;
- 10.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

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10.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

10.2 Service of Notice

A notice or other communication is deemed served:



10.2.1 if delivered, on the next following business day;

10.2.2 if posted, on the expiration of two business days after the date of posting;
or

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

10.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

10.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

10.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land save that Council must exercise its discretion and powers in a way which is not inconsistent with the way it deals with other like developments in the municipality.

11. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

12. ENDING OF AGREEMENT

12.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced in writing by a letter from Council to that effect.

12.2 At the time Council issues a Statement of Compliance under the *Subdivision Act* 1988 in respect of any stage, provided the Owner has fulfilled all of the obligations of this Agreement in relation to that stage to the satisfaction of Council, Council

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will execute an application (prepared by the Owner) under section 183(2) of the Act to enable this Agreement to be removed from the relevant Certificate of Title(s) to that stage.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

The Common Seal of the Frankston City Council was affixed in the presence of -



Councillor

es. Alston

Chief Executive Officer

THE COMMON SEAL of SANDHURST GOLF ESTATES PTY LTD ACN 089 884 766 was affixed in the presence of authorised persons:



Director

Full name

Usual address

Director (or Company Secretary)

Full name

Usual address

Kenneth James Roche
KENNETH JAMES ROCHE
Level 4
568 St Kilda Road
Melbourne VIC 3004

Denis Arthur Roche
DENIS ARTHUR ROCHE
Level 4
568 St Kilda Road
Melbourne VIC 3004

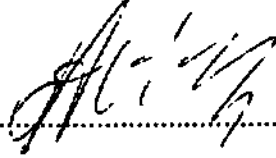
AB691928Y

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Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of registered mortgage No. AB000322X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.





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Mortgagee's Consent



DAB691928Y-14-3

Miramah Investments Pty Ltd (ACN 006 751 766) as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

THE COMMON SEAL of MIRAMAH INVESTMENTS PTY LTD (ACN 006 751 766) was affixed in the presence of authorised persons:



Nguire

Director

Nbur Mb Chuanb

Full name

Suite 1, 2/F, 261 THOMAS

Usual address

ST, DANDENONG 3175

Director (or Company Secretary)

Lee Chung Weng

Full name

Suite 1, 2nd Floor, 261 Thomas St, Dandenong 3175

Usual address

AB691928Y

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Mortgagee's Consent

Frederick Michelmores as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Frederick Michelmores



DB691928Y-15-9

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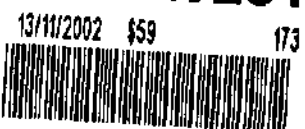
Mortgagee's Consent



Raymond Leslie Marriott as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

R.L. Marriott

AB691928Y



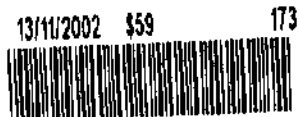
Mortgagee's Consent



Harland Thomas Gardiner as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

HT - T. Gardiner

AB691928Y



Mortgagee's Consent



Valmai Joyce Gardiner as Mortgagee of registered mortgage No. AB023159C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Valmai J Gardiner

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Schedule 1

For the purposes of clause 3.2 of this Agreement, **Substantially Completed** means:

In relation to the first twenty holes of the golf course component:

Option A

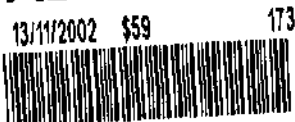
- all earthworks
- all watercourses and waterbodies
- final shaping of bulk earthworks
- the installation of all drainage and irrigation
- seeding with wintergrass; and
- seeding with summergrass

or

Option B

- all earthworks
- all watercourses and waterbodies
- final shaping of bulk earthworks
- the installation of all drainage and irrigation; and
- provision of a bond/security to the value of \$500,000 in the form of an unconditional bank guarantee to the satisfaction of Council.

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Schedule 2

Development Contributions

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SCHEDULE 2



AB691928Y-21-2

DEVELOPMENT CONTRIBUTIONS AND APPORTIONMENT SCHEDULE

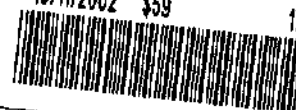
SANDHURST CLUB DEVELOPMENT – INFRASTRUCTURE COMPONENTS

Infrastructure/Facility	Total Cost (\$x000)	Developer's Share (%)	Developer's Share (\$x000)	Cost/Lot (\$)
1. Community Services and Facilities				
Recreation –Multi Purpose community Building	250	100%	250	
Community Building/Tennis Court land component	238	100%	238	
Landscaping and Carparking for community facilities	60	100%	60	
Pre school centre	202	75%	151.5	
Land for pre-school centre	166	75%	124.5	
Landscaping and carparking for pre-school centre	72	75%	54	
Totals	988		878	474.59/Lot
2. Recreational facilities				
Tennis Courts	178	100%	178	
Developing and landscaping of open space	796	100%	796	
Fencing open space	60	100%	60	
Pedestrian /bicycle path network	594	100%	594	
Totals	1628		1628	880/Lot
3. External Road Construction				
McCormicks Road (one carriageway)	2250	100%	2250	
McCormicks Road/Thompson Road intersection	238	100%	238	
Land for road widening/tree reservation	288	100%	288	
Wedge Road – Special Scheme	200	100%	200	
Totals	2976		2976	1,608.64/Lot
TOTALS	5592		5482	2,963.24/Lot

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Victorian Statewide Conveyancing Pty
Ltd
E-mail: jo@victorianstatewide.com.au

Statement for property:
LOT 465 27 NIBLICK CIRCUIT
SANDHURST 3977
465 PS 500745

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53N//14258/00014	20261757	26 AUGUST 2026	52959891

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2026 to 30/09/2026	\$23.06
Melbourne Water Corporation Total Service Charges	01/07/2026 to 30/09/2026	\$32.64

(b) By South East Water

Water Service Charge	01/07/2026 to 30/09/2026	\$19.49
Sewerage Service Charge	01/07/2026 to 30/09/2026	\$109.87
Subtotal Service Charges		\$185.06
Usage Charges*	Billed until 20/8/2026	\$57.02
Payments		\$0.03
TOTAL UNPAID BALANCE		\$242.05

- The meter at the property was last read on 20/08/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$0.66 per day
Recycled Water Usage Charge	\$0.35 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

The Eastern Contour Drain (Upper - Melbourne Water Files 47644 & 88006) is located in the vicinity of the property. For further information contact Melbourne Water on 9679-7517.

Pursuant to section 144 of the Water Act 1989 (Vic), South East Water has declared this property to be a serviced property for the purposes of: (a) potable water (b) recycled water (c) sewerage Pursuant to section 145 of the Water Act 1989 (Vic), South East Water will impose on the owner of the property 'Conditions of Connection' when connection to its assets is requested. Where a connection to South East Water's water supply system is requested by the applicant, such connection will also include Class A recycled water where available. For information please contact Property Development Branch on telephone 131694 or www.southeastwater.com.au

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

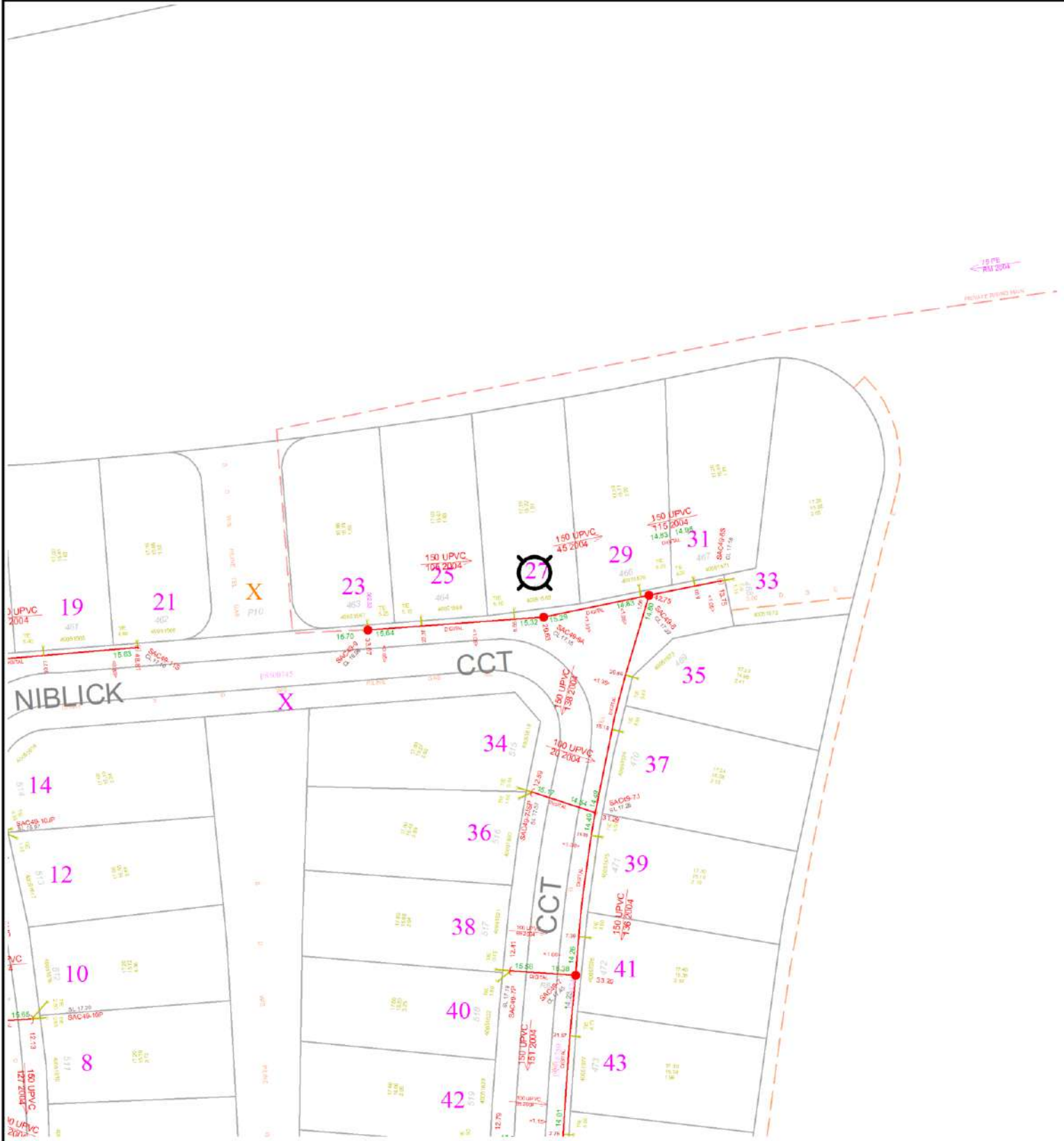
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

— Title/Road Boundary		Subject Property	● Maintenance Hole	✕✕✕ Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections	■ Inspection Shaft	
- - - - - Easement		Direction of Flow	<1.0> Offset from Boundary	
Melbourne Water Assets				
- - - - - Sewer Main	- - - - - Underground Drain	- - - - - Natural Waterway		
● Maintenance Hole	- - - - - Channel Drain	■ Underground Drain M.H.		

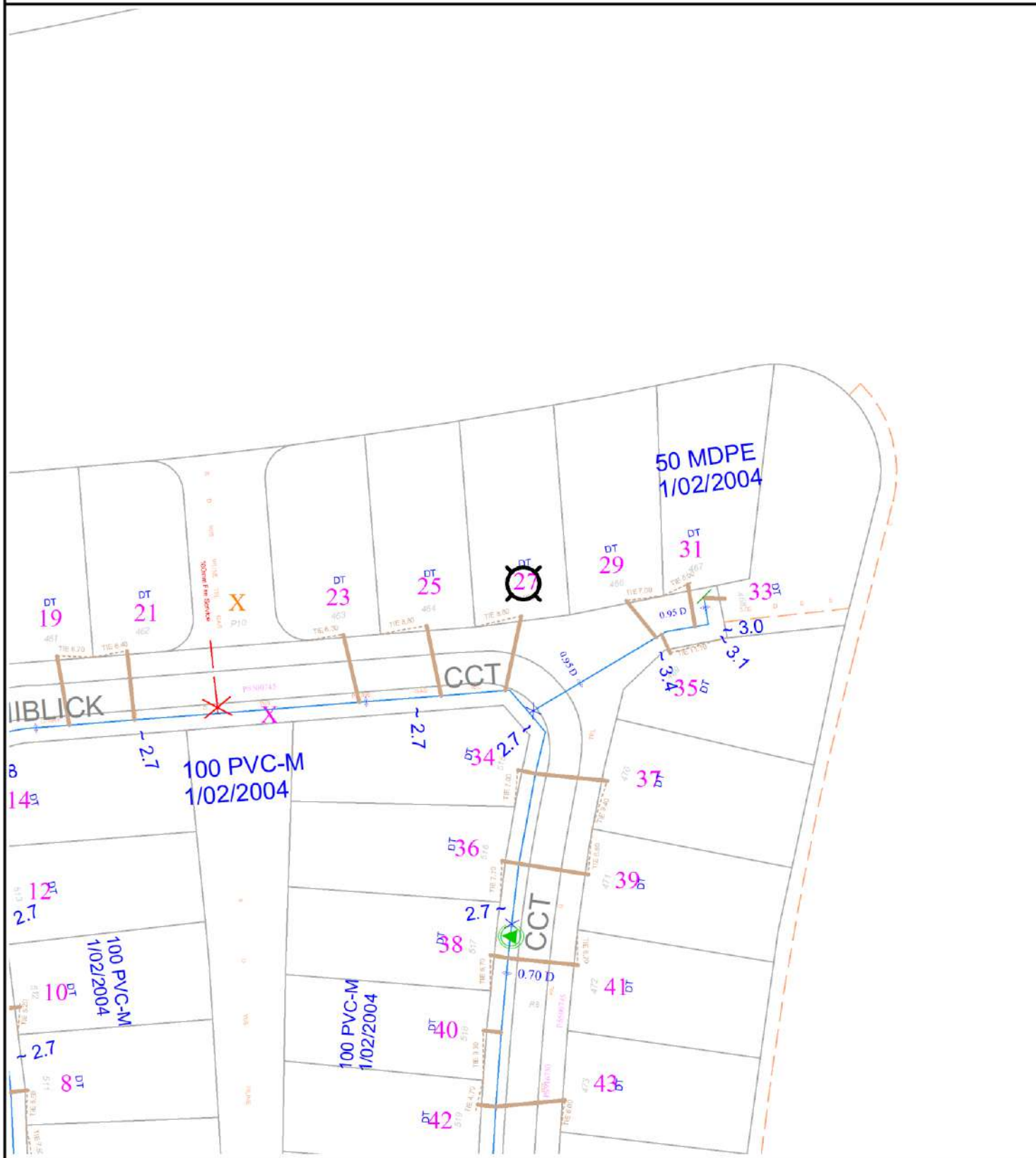


Property: Lot 465 27 NIBLICK CIRCUIT SANDHURST 3977

Case Number: 52959891



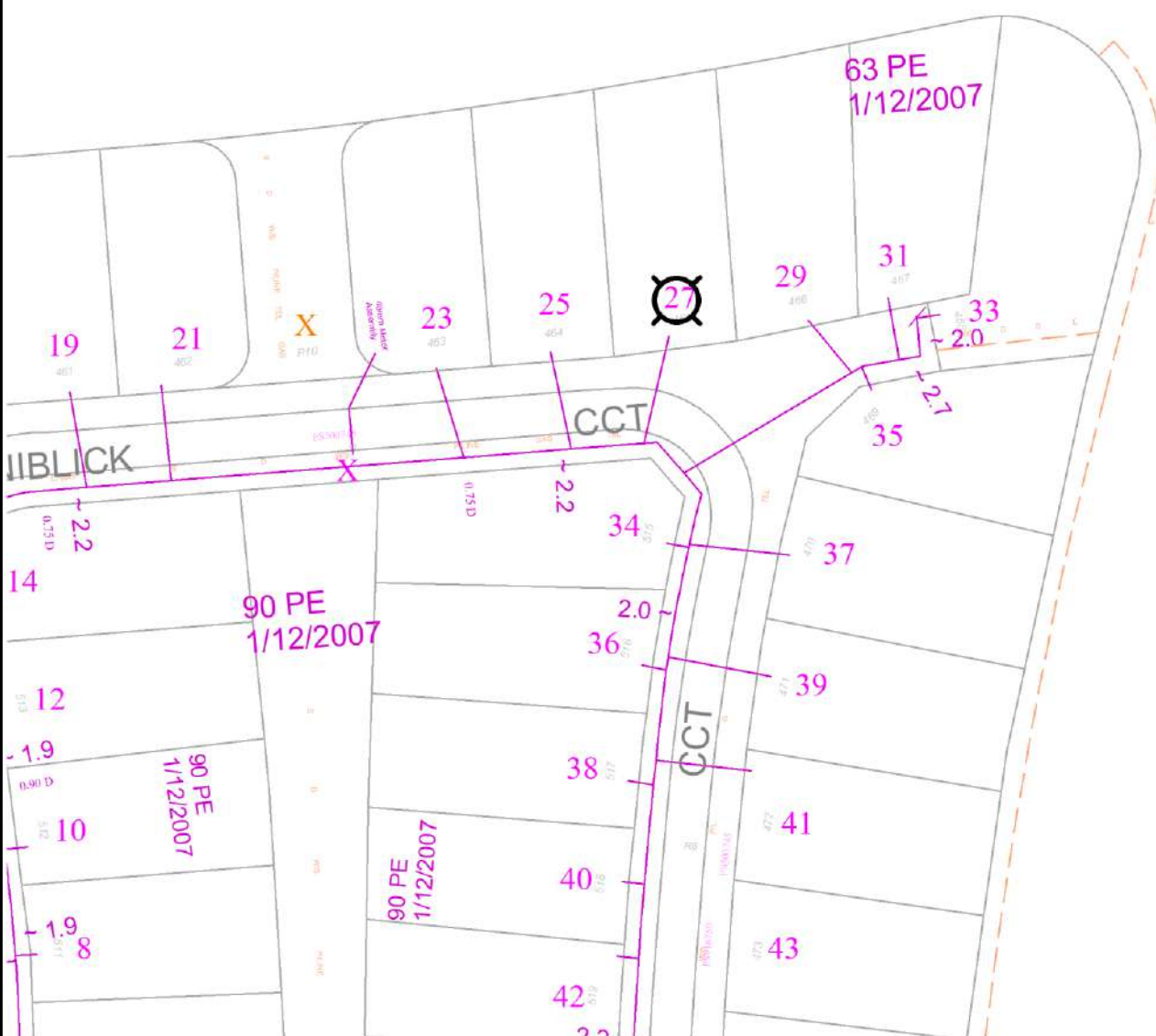
Date: 26AUGUST2026



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Water Main Valve		Fireplug/Washout
	Easement		Water Main & Services		Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary

To:	Tania Gajanovic	From:	Membership Services
Company:	Victorian State Conveyancing	Pages:	5
Email:	tania@victorianstatewide.com.au	Date:	26 August 2026
Re:	27 Niblick Circuit Sandhurst Vic 3977 Form 1 Certificate	CC:	

Sandhurst Club Ltd is not an Owners Corporation and does not issue Owners Corporation Certificates. Sandhurst Club Ltd has its own Constitution and Residential Code.

Please find attached a Form 1 Certificate as per your request.

Please note that this document is valid for 90 days from the date of issue. It is the responsibility of both the vendor's and the purchaser's representatives to contact us 7 days prior to settlement as this information may have changed.

Please supply to Sandhurst Club Limited the following within 7 days of settlement:

Send to Sandhurst Club, Membership Services, 75 Sandhurst Boulevard, Sandhurst, Vic 3977.

- i. A copy of the Transfer of Land or Notice of Acquisition form including settlement date and purchaser's contact details;
- ii. Payment of all monies due payable to Sandhurst Club Ltd; and
- iii. Completed Purchasers Contact Details Form.

Only once all the above documents are received in full will the Residential Share and Membership be transferred to the purchaser and access granted to Club facilities.

The following Bank Account details for Payment:

Billers Code: 56424 Reference: Members BPAY No 301754

Queries regarding the Form 1 Certificate and access to Club facilities can be directed to me on 8787 7011.

Yours sincerely,

Talya Whykes
Membership Coordinator
Sandhurst Club Ltd

Sandhurst Club Limited**FORM 1 - PRE-SALE CERTIFICATE**

Vendor: Bruce and Leanne Waterson
 Purchaser:

This certificate is issued for Lot: 465

27 Niblick Circuit
 Sandhurst Vic 3977
 on Plan No. PS 500745K.

1. CURRENT FEES**2026/2027 Fees**

Residential Subscription Fees and Asset Management Plan Reserve (Estate) for the membership year 1st March 2026 to 28th February 2027 is \$4,441.80 and \$365.40 per annum (incl GST).

Residential Subscription Rebate – A Resident Member who holds a Golf Share or Club Lifetime Membership maybe entitled to a subscription rebate providing a rebate has not already been applied to that Residential Share (lot) and the terms and conditions of application are met.

2. MONIES OWED TO SANDHURST CLUB LTD

Residential Subscription Fees and/or Clubhouse Levy and/or Special Levies and Charges (unpaid and/or overdue) including interest now total **\$0.00** including GST and payable to Sandhurst Club Ltd **at settlement.**

3. DIRECT DEBIT PAYMENT PLAN

Has the Vendor entered a Direct Debit Payment Arrangement for Subscriptions Fees? **NO**

It is the responsibility of the Vendor to cancel Direct Debit authorities in accordance with section 3 of the Direct Debit Request Service Agreement – 3.3 You may also cancel your authority for us to debit your account at any time by giving us fourteen (14) days' notice in writing before the next debit day. This notice should be given to us in the first instance. Send to Sandhurst Club 75 Sandhurst Blvd SANDHURST VIC 3977 Email: club@sandhurst.com

4. CAVEAT LODGED ON PROPERTY**NO**

5. ARCHITECTURAL REVIEW COMMITTEE (ARC) FEES AND CHARGES

A levy of \$990.00+GST covers a lot owner making preliminary application to the ARC for general comment about their design through to undertaking the Final Design Assessment of plans. Should a lot owner choose to resubmit a new and different set of plans, then an additional fee of \$990.00+ GST may apply.

A miscellaneous approval fee of \$150.00+GST will apply for any application made to the ARC for additions such as garden sheds, cubby houses, air conditioning units, pools, tennis courts and extensions/renovations to existing buildings.

Please refer to page 27 of the Homeowner Building Code and queries regarding ARC fees and charges can be direct to Email arc@sandhurst.com

Compliance Reports issued by the Architectural Review Committee will be charge of \$175.00+GST applies. Requests for Compliance Reports must be directed to the ARC arc@sandhurst.com

6. SPECIAL FEES OR LEVIES

The following special fees or levies will be struck and will become due and payable - \$NIL

Reference – Sandhurst Club Residential Code – Rule 3.1; 11.3; 11.3.1; 11.3.2 and 11.3.3

In the event the Member fails to comply with Rule 3.1, the Member agrees that:

- 11.3.1 the Member shall pay an additional Sandhurst Club Ltd charge of \$200 per month for the first 6 months that the Member is in breach of Rule 3.1;
- 11.3.2 the Member shall pay an additional Sandhurst Club Ltd charge of \$350 per month for the following 6 months that the Member is in breach of Rule 3.1; and
- 11.3.3 the Member shall pay an additional Sandhurst Club Ltd charge of \$500 for each and every month thereafter that the Member is in breach of Rule 3.1.
- 11.3.4 Additional charges may/will be applied in the event the Member fails to comply with Rule 3.1.

7. NON-COMPLIANCE WITH THE SANDHURST CLUB LTD BUILDING DESIGN GUIDELINES

For lots still under construction

IMPORTANT: No representation or certification is given that this lot complies with the Sandhurst Club Ltd Building Design Guidelines. Please be advised that any breach of the Sandhurst Club Ltd Building Design Guidelines applicable to this property will become the responsibility of the purchaser after settlement. It is further noted that if this lot is currently under construction and no representation or certification is given in respect of any construction to date. All construction must be completed in compliance with the final approval. Submissions for all further external works not included in the final approval must be submitted to the Architectural Review Committee (the ARC) for approval prior to any works commencing, and additional costs may be incurred for each submission. It is recommended that purchasers obtain advice regarding compliance with the Sandhurst Club Ltd Building Design Guidelines and also with respect to on-going compliance obligations.

Lots no longer under construction

IMPORTANT: No representation or certification is given that this lot and any building on it complies with the Sandhurst Club Ltd Building Design Guidelines. Please be advised that any breach of the Sandhurst Club Ltd Building Design Guidelines applicable to this property will become the responsibility of the purchaser after settlement. Submissions for all further external works not included in the final approval must be submitted to the Architectural Review Committee (the ARC) for approval prior to any works commencing, and additional costs may be incurred for each submission. It is recommended that purchasers obtain advice regarding compliance with the Sandhurst Club Ltd Building Design Guidelines and also with respect to on-going compliance obligations.

Matters of Non-Compliance	Comments
Landscaping Plan	Plants required to 600mm driveway offset at right hand side Required to rectify.

Fence	Side boundary fences painted. Painted timber paling fence towards rear not permitted. Required to rectify.
Other Matters	Rear screens attached to boundary fence not permitted. Required to remove.
Others	Nature Strip Rocks – Rocks on nature strip not permitted, required to remove. Hot Water Service – Exposed to public view, required to be screened.

Queries regarding Compliance with Sandhurst Club Ltd Building Design Guidelines must be directed to the relevant authorities:

Architectural Review Committee – To obtain an ARC Compliance Report please contact by Email arc@sandhurst.com. Additional fees apply for compliance reports issued by the Architectural Review Committee.

Uniti Telecommunications - Phone 1300 847 201 – provides the majority of households within the Estate with their telephone and internet requirements. If the property has a dwelling constructed it should be connected to the fibre-optic cable. Sandhurst Club is unable to supply you with a compliance report confirming this therefore offers no warranty that this is the case. **If you have any questions regarding this, please contact Uniti on the number above.**

Allied Security - Phone 1300 077 337 – If the property has a dwelling constructed **it is a constitutional requirement that it is able to be connected to the security monitoring system.** Sandhurst Club is unable to supply you with a compliance report confirming this, therefore offers no warranty that this is the case. **If you have any questions regarding this, please contact Allied Security on the number above.**

8. Sandhurst Club Ltd has performed or is about to perform the following repairs, work or act, which may incur an additional charge to that set out above.
9. Sandhurst Club Ltd presently has the following insurance cover:
 - Public Liability Insurance for users of Sandhurst Club including the private roads, cart paths and reserves within Sandhurst Club.
10. No proposal has been made for the appointment of an administrator. NIL
11. [if sale pursuant to permission of Club under rule 7 of the residential Code] Has the Club's consent been granted to the sale of the property? Not required
12. Please supply to Sandhurst Club Limited the following within 7 days of settlement:
Send to Resident Membership, 75 Sandhurst Boulevard, Sandhurst, Vic 3977.
 - i. A copy of the Transfer of Land or Notice of Acquisition form including settlement date and purchasers contact details and.
 - ii. Payment of monies due payable to Sandhurst Club Ltd.
 - iii. Completed Purchasers Contact Details Form.

Please ensure that the purchaser has read and understands the additional rules of Sandhurst Club including "Constitution of Sandhurst Club Ltd, Sandhurst Club Ltd Residential Code and the Sandhurst Club Ltd Homeowner Building Code" that apply to this property.

DATED 26 August 2026

Talya Whykes
on behalf of Sandhurst Club Ltd

Title (s)	Gender		Male	Female
Surname(s)				
Given Names				
Known As				
Postal Address				
	Suburb / State / Postcode			
Email Address				
Date of Birth				
Home Phone	Work	Mobile		

The Constitution of Sandhurst Club Limited

ACN 083 181 364

(As amended on 10 August 2001, 2 April 2002, 29 October 2004, 5 July 2005, 19 August 2010, 21 February 2013, 19 November 2013, 27 June 2014, 20 November 2017 and 15 October 2018)

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CORPORATIONS ACT

A Public Company Limited by Shares and Guarantee

CONSTITUTION

of

SANDHURST CLUB LIMITED ACN 083 181 364

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Constitution the following definitions apply unless there is something in the subject or context which is inconsistent:

ABN means the Australian Business Number.

ACN means the Australian Company Number.

Act means the *Corporations Act* 2001, or any statutory modification or re-enactment of, or statutory provisions substituted for, such Act.

AGM means an annual General Meeting as referred to in clause 18.1.

Alternate Director means any natural person who for the time being holds the office of alternate director pursuant to this Constitution.

Applicant means a person who wishes to apply for Membership in accordance with the terms of this Constitution.

Application means any application for Membership involving the lodgement of a duly completed Application Form with the Company.

Application Form means the Membership application form prescribed by the Board under clause 11.5.1.1.

Associate means:

- (a) in relation to a Resident Member who is a natural person (**Relevant Person**), any relative of the Relevant Person who resides at the Relevant Lot;
- (b) in relation to a Resident Member who is a trust (**Trust**), any beneficiary of that Trust who resides at the Relevant Lot;
- (c) in relation to a Resident Member who is an incorporated body (**Body**), any member of that Body who resides at the Relevant Lot; and
- (d) in relation to a Resident Member who has chosen a Nominee in accordance with the terms of this Constitution, that Nominee's immediate family, provided that such persons reside at the Relevant Lot.

Auditor means any and all auditors of the Company for the time being as appointed pursuant to section 327 of the Act.

Board means all of the Directors for the time being of the Company or such number of them as having authority to act for the Company in accordance with this Constitution.

By-laws and **Rules** means by-laws and rules made by the Board pursuant to clause 21.1.2.4.

Certificate means any Membership certificate issued by the Company in accordance with clause 11.8.1.

Child means a child (whether biological, adopted, step or otherwise) of a Family Shareholder Member, Family Subscription Member or its Nominee, being a person who is at least 12 years of age.

Club Facilities means facilities constructed by Sandhurst Holdings for use by Members and others, and includes, without limitation, the Clubhouse (but not the Private Member's Area), tennis courts, swimming pool, gymnasium, parks and other facilities.

Club Subscription Member means a Golf Member who holds a Club Subscription Membership.

Club Subscription Membership means the Membership of a Club Subscription Member having the rights, privileges and prohibitions specified in clause 13.8, and the obligations set out in the remaining parts of this Constitution.

Clubhouse means that part of the Property used or to be used as the Clubhouse (including the Private Member's Area), together with associated facilities situated on the Property.

Clubhouse Levy means, in relation to a Golf Member and a Resident Member, the levy determined in accordance with clause 12.1 and imposed on that Member as a minimum compulsory charge payable in respect of food, beverage, and other goods and services available to that Golf Member and the Resident Member (as determined by the Board) as part of its use of the Golf Courses, the Club Facilities and any other part of the Property during the Membership Year, irrespective of whether or not consumption or utilisation (as the case may be) actually occurs.

Commercial Member means a person who is the registered proprietor of a Commercial Lot or is entitled to be the registered proprietor of a Commercial Lot, who is registered as having a Commercial Membership and who is a shareholder of this Company by virtue of holding a Commercial Share.

Commercial Membership means the Membership of a Commercial Member having the rights, privileges and prohibitions specified in clause 13.13 and the obligations set out in the remaining parts of this Constitution.

Commercial Share means a share in the capital of the Company known as a commercial share.

Commercial Lot means, in respect of each Commercial Member, a Lot which:

- (a) a Commercial Member is the registered proprietor of or is entitled to be the registered proprietor of; and
- (b) has been designated by the Project Developer or the Board as a Lot to be utilised for commercial purposes, including the operation of a childcare centre.

Committee means any committee comprised of any number of Directors or other persons, as provided in this Constitution, and includes the Members' Consultative Committee, the Resident Members' Committee and the Golf Members' Committee.

Company means the public company that has adopted this Constitution being a company that is not admitted to the official list of the Australian Stock Exchange.

Completion Date means::

- (a) the date when the last of Kenneth Roche, Joshua Mantello and David Wightman have resigned from the Board; or
- (b) such other date as determined by the Board, however such date will be no later than the date upon which the last Lot is sold by the Project Developer.

Constitution means this Constitution as amended, substituted or supplemented; which shall, for the purposes of the Liquor Control Reform Act, constitute the Rules of the Company.

Corporate A Member means a Corporate Member to which clause 13.5 of this Constitution applies.

Corporate B Member means a Corporate Member to which clause 13.6 of this Constitution applies.

Corporate C Member means a Corporate Member to which clause 13.7 of this Constitution applies.

Corporate Member means a Corporate A Member, Corporate B Member or Corporate C Member (as the case may be).

Corporate Membership means the Membership of a Corporate Member having the rights, privileges and prohibitions specified in clauses 13.5, 13.6 or 13.7 (as the case may be), and the rights and obligations set out in the remaining parts of this Constitution.

Corporate A Share means a 'Corporate A Share' in the capital of Sandhurst Holdings, as defined in Sandhurst Holdings' constitution (as amended, substituted or supplemented).

Corporate B Share means a 'Corporate B Share' in the capital of Sandhurst Holdings, as defined in Sandhurst Holdings' constitution (as amended, substituted or supplemented).

Corporate C Share means a 'Corporate C Share' in the capital of Sandhurst Holdings, as defined in Sandhurst Holdings' constitution (as amended, substituted or supplemented).

Corporate Share means a Corporate A Share, Corporate B Share or Corporate C Share in the capital of Sandhurst Holdings.

CPI means the Consumer Price Index - All Groups Melbourne, or if this index is not available, such other index that represents the rise in the cost of living in Melbourne, as the Board reasonably determines.

Developer Member means a Member (being a person who is the registered proprietor of a Development Lot or is entitled to be the registered proprietor of a Development Lot) who is registered as having a Developer Membership and who is a shareholder of this Company by virtue of holding a Developer Share.

Developer Membership means the Membership of a Developer Member having the rights, privileges and prohibitions specified in clause 13.13 and the obligations set out in the remaining parts of this Constitution.

Developer Share means a share in the capital of the Company known as a developer share.

Development Lot means, in respect of each Developer Member, a Lot which:

- (a) a Developer Member is the registered proprietor of or is entitled to be the registered proprietor of; and
- (b) has been designated by the Project Developer as a Lot for further development.

Director means any natural person who for the time being holds the office of a director of the Company and, where the context permits, includes any Alternate Director.

Family Shareholder Member means a Golf Member who holds a Family Share (formerly a Class B Share in the capital of Sandhurst Holdings).

Family Shareholder Membership means the Membership of a Family Shareholder Member having the rights, privileges and prohibitions specified in clause 13.4, and the obligations set out in the remaining parts of this Constitution.

Family Share means a Family Share in the capital of Sandhurst Holdings.

Family Subscription Member means a person who is registered as having a Family Subscription Membership.

Family Subscription Membership means the Membership of a Family Subscription Member having the rights, privileges and prohibitions specified in clause 13.9, and the obligations set out in the remaining parts of this Constitution.

General Meeting means any meeting of Members or of any class of Members and, where the context permits, includes an AGM.

Golf Members' Committee means the committee of Golf Members established in accordance with clause 21.5.3.

Golf Courses means those parts of the Property used or to be used as golf courses, together with the associated facilities situated on the Property, and includes the Clubhouse.

Golf Member means an Individual Shareholder Member, Family Shareholder Member, Corporate Member, Club Subscription Member, Family Subscription Member, Junior and Young Golfer Member, a Mid Week Member and any other such Membership category as the Company shall determine from time to time in accordance with clause 11.2.2 .

Golf Membership means the Membership of a Golf Member.

GST has the same meaning ascribed to that term in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999*, or any statutory modification or re-enactment of, or statutory provisions substituted for, such Act.

Guest means, in relation to a Golf Member, a guest of that Member who is invited by the Member to use the Golf Courses and the Club Facilities as determined by the Board and in accordance with this Constitution, and who is otherwise acceptable to the Board in its absolute discretion.

Holdings Constitution means the constitution of Sandhurst Holdings, as amended from time to time.

Honorary Member means a Member who is registered as having an Honorary Membership in the Company, being a person who is not a shareholder of this Company unless also a Resident Member.

Honorary Membership means the Membership of an Honorary Member having the rights, privileges and prohibitions specified in clause 13.11, and the obligations set out in the remaining parts of this Constitution.

Incorporation Date means the date of initial incorporation of the Company, being 29 June 1998.

Individual Shareholder Member means a Golf Member who holds an Individual Share (formerly a Class A Share in the capital of Sandhurst Holdings).

Individual Shareholder Membership means the Membership of an Individual Shareholder Member having the rights, privileges and prohibitions specified in clause 13.3, and the obligations set out in the remaining parts of this Constitution.

Individual Share means an Individual Share in the capital of Sandhurst Holdings.

Infrastructure Works means any infrastructure constructed or infrastructure works undertaken on a Development Lot, or on any land adjoining a Lot, including but not limited to:

- (a) roads, drainage, curbs, channel and pavement;
- (b) street lighting and furniture;
- (c) golf cart paths;
- (d) landscaping works;
- (e) parks, reserves, lakes and other common areas,

but does not include Optical Infrastructure Works and Recycled Water Infrastructure Works.

Junior Golf Program means such program as determined by the Board from time to time for the purpose of increasing the participation and skills of persons under the age of 18 in the game of golf

Junior and Young Golfer Member means a person who is registered as having a Junior and Young Golfer Membership in the Company.

Junior and Young Golfer Membership means the Membership of a Junior and Young Golfer Member having the rights, privileges and prohibitions specified in clause 13.10, and the obligations set out in the remaining parts of this Constitution.

Lease means the lease between Sandhurst Holdings as lessor and the Company as lessee dated 10 August 2001, under which the lessor leases to the lessee the Golf Courses and other Club Facilities pursuant to the terms and conditions contained in that lease.

Liquor Control Reform Act means the *Liquor Control Reform Act* 1998, or any statutory modification or re-enactment of, or statutory provisions substituted for, such Act.

Lot means a lot situated within the Property and forming part of the Project, and includes, without limitation, a lot to be utilised for either residential or commercial purposes.

Manager means any person who for the time being holds the office of manager pursuant to this Constitution.

Manager Member means a Member who is registered as having a Manager Membership in the Company, being a person who is not a shareholder of this Company unless also a Resident Member.

Manager Membership means the Membership of a Manager Member having the rights, privileges and prohibitions specified in clause 13.12, and the obligations set out in the remaining parts of this Constitution.

Medium Density Residence means:

- (a) in respect of a Resident Member, the private residence of a Resident Member referred to in clause 13.2.5; or
- (b) in respect of a Developer Member, a private residence to be constructed by a Developer Member on a Lot that is to be utilised for residential purposes referred to in clause 13.15.4,

where the residence is located within Lot S83 on PS500745K (Stage 80) or Lot S84 on PS500745K (Stage 85) as identified by the Developer.]

Member means any member of the Company on the Register of Members, the following of which shall have the status of "Foundation Members" of the Club and shall be entitled to special rights and privileges as a result of this status (as determined by the Board):

- (a) the first 10 Corporate Members detailed on the Register of Members; and

- (b) the first 150 Individual, Family or Corporate Members (the calculation of which shall not take into account the first 10 Corporate Members referred to in sub-paragraph (a) above).

Membership means membership in the Company (including one in which a Member holds a Share), and includes Resident Membership, Golf Membership, Honorary Membership and Manager Membership.

Membership Qualification means, for the purposes of Resident Membership, Golf Membership, Honorary Membership, Manager Membership and Developer Membership, the eligibility criteria specified in clauses 11.4.2.1 to 11.4.2.13 inclusive respectively.

Membership Year means a period commencing on 1 July and finishing on 30 June the following year.

Memorandum and Articles means the original memorandum and articles of association of the Company dated 29 June 1998.

Mid Week Member means a Golf Member who holds a Mid Week Membership as further described in clause 13.16.

Mid Week Membership means the Membership of a Mid Week Member having the rights, privileges and prohibitions specified in clause 13.16, and the obligations set out in the remaining parts of this Constitution

Nominee means any person (subject to approval by the Board) nominated by an Individual Shareholder Member, Family Shareholder Member, Corporate or Resident Member respectively under the terms of this Constitution as that person's nominee who is entitled to enjoy the rights and privileges, and in return is subject to the prohibitions and is bound by the obligations of an Individual Shareholder Member, Family Shareholder Member, Corporate or Resident Member respectively under this Constitution (other than in respect of the payment of the Subscription Fee and the Special Levies & Charges) and, in relation to a Family Shareholder Member, also includes the Relative.

Officer of the Company has the same meaning as given in the Act.

Optical Infrastructure Works means all infrastructure constructed or infrastructure works undertaken on a Development Lot, or on any land adjoining a Lot, that consist of or relate to, directly or indirectly, optical fibre cabling and/or wiring or similar infrastructure providing an equivalent or enhanced functionality and includes but is not limited to the construction of trunk mains and domestic fit outs.

PGA Member means a person who is the registered proprietor of a PGA Lot or is entitled to be the registered proprietor of a PGA Lot, who is registered as having a PGA Membership and who is a shareholder of this Company by virtue of holding a PGA Share.

PGA Membership means the Membership of a PGA Member having the rights, privileges and prohibitions specified in clause 13.14 and the obligations set out in the remaining parts of this Constitution.

PGA Share means a share in the capital of the Company known as a PGA share.

PGA Lot means, in respect of each PGA Member, the whole of the land comprised in Certificate of Title Volume 10929 Folio 161.

Private Member's Area means any part of the Clubhouse designated by the Board from time to time as being an area for the exclusive use of Golf Members and any other person determined by the Board.

Project means the property development to be carried out in respect of the Property including subdivisional works, the residential development, the construction of the Golf Courses, the Club Facilities and any other commercial facilities in respect of the Property.

Project Developer means the developer of the Project from time to time and includes any Related Body Corporate of the Project Developer.

Property means the land situated at Thompsons Road, Carrum Downs, Victoria and more particularly described as the whole of the land in Certificates of Title Volume 9755 Folio 485, Volume 9755 Folio 486, Volume 8202 Folio 069, Volume 8599 Folio 370, Volume 8820 Folio 849, Volume 5923 Folio 480, Volume 7180 Folio 888 and Volume 8140 Folio 737.

Recycled Water Infrastructure Works means all infrastructure constructed or infrastructure works undertaken on a Development Lot, or on any land adjoining a Lot, that consist of or relate to, directly or indirectly, recycled water and includes but is not limited to the construction of trunk mains and domestic fit outs.

Registered Office means the registered office of the Company.

Register of Members means the register containing details of all Members as required to be kept under the Act.

Related Body Corporate has the same meaning as in the Act.

Relative means a relative of a person, being that person's parent, grandparent, aunty, uncle, Child, grandchild, niece, nephew, spouse, or sibling, including step-relations and [in-laws](#).

Relevant Date means 10 August 2001.

Relevant Lot means, in respect of each Resident Member, the Lot which that Resident Member owns.

Residence means:

- (a) in respect of a Resident Member, the private residence of a Resident Member referred to in clause 13.2.5; or
- (b) in respect of a Developer Member, a private residence to be constructed by a Developer member on a Lot that is to be utilised for residential purposes referred to in clause 13.15.4.

Resident Member means a person who is the registered proprietor of a Lot or is entitled to be the registered proprietor, who is registered as having a Resident Membership and who is a shareholder of this Company by virtue of holding a Resident Share.

Resident Membership means the Membership of a Resident Member having the rights, privileges and prohibitions specified in clause 13.2, and the obligations set out in the remaining parts of this Constitution.

Resident Share means a share in the capital of the Company issued to and owned by a Resident Member.

Resident Members' Committee means the committee of Resident Members established pursuant to clause 21.5.2.

Restrictive Covenant means, in relation to any particular Lot, whether such Lot is owned by a Resident Member or a Developer Member, the restrictive covenant that is, or is to become, registered on the Certificate of Title pertaining to that Lot.

Sandhurst Club means the club established by this Constitution, being a division or part of the Company.

Sandhurst Holdings means Sandhurst Holdings (Australia) Limited ACN 083 189 655, being the owner or future owner of the Property and the body responsible for the construction of the Golf Courses, the Club Facilities and any other facilities situated on the Property.

Seal means the common seal of the Company including any duplicate or official seal.

Secretary means any natural person appointed to perform the duties of a secretary of the Company and includes any assistant secretary or acting secretary.

Share means any share in the capital of the Company and includes a Resident Share.

Special Levies & Charges means, in relation to a Member, the special levies and charges referred to in clause 12.1, which are imposed by the Board for Special Purposes.

Special Purposes means any purposes determined by the Board including, without limitation, capital works and maintenance of the Golf Courses and the Club Facilities, special projects and any unexpected expenses of the Company arising out of an act of God (including floods, fires, droughts, storms, earthquakes, vermin, insects and other pests).

Special Resolution has the meaning given to that term under the Act.

Spouse means, in relation to a Family Shareholder Member or its Nominee, and subject to approval by the Board, the married or de-facto spouse of that Member or its Nominee, and for the sake of clarity includes a spouse of the same sex as the Family Shareholder Member or its Nominee.

Subscriber Member means a Member who is registered as having a Subscriber Membership.

Subscriber Membership means the Membership of a Subscriber Member having the rights, privileges and prohibitions specified in clause 13.1, and the obligations set out in the remaining parts of this Constitution.

Subscription Fee means the annual subscription fee determined by the Board in accordance with clause 12.2.

- 1.2 In this Constitution, unless the context requires otherwise
- 1.2.1 an expression in a provision of this Constitution has the same meaning as the same expression in a provision of the Act that deals with the same subject matter;
 - 1.2.2 a reference to a body corporate includes a corporation and other entities within the meaning of that term as given in the Act;
 - 1.2.3 a reference to a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
 - 1.2.4 a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 1.2.5 a reference to any document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - 1.2.6 a reference to a clause is a reference to a clause in or to this Constitution;
 - 1.2.7 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
 - 1.2.8 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Constitution;
 - 1.2.9 if any payment or other act is required by this Constitution to be made or done on a day which is not a business day, the payment or act must be made or done on the next following business day;
 - 1.2.10 a reference to the singular includes the plural and vice versa;
 - 1.2.11 a reference to a gender includes the other genders;
 - 1.2.12 where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has the corresponding meaning; and
 - 1.2.13 a reference to a business day is a reference to a day that the banks are opened for business in the State or Territory in which the Company is registered.

2. NAME OF THE COMPANY

2.1 Company's Name

The name of the company is Sandhurst Club Limited.

2.2 Display of Company's Name

The Company must display its name prominently at its Registered Office (together with the words "Registered Office") and at every place of business that is open to the public.

2.3 Company's Name on Documents and Instruments

Except where the Act provides otherwise, the Company must detail its name on all public documents and negotiable instruments of the Company.

2.4 Change of Company's Name

Subject to any other requirements of the Act, the Company may change its name by passing a Special Resolution of the Company to adopt a new name. Any change in the Company's name does not:

- 2.4.1 create a new legal entity;
- 2.4.2 affect the Company's existing property, rights or obligations; or
- 2.4.3 render defective any legal proceedings by or against the Company.

Any legal proceedings that could have been continued or begun by or against the Company in its former name may be continued or begun by or against the Company in its new name.

3. AUSTRALIAN COMPANY NUMBER

3.1 Company's ACN

The Company's ACN is 083 181 364.

3.2 Documents and Instruments

In addition to the requirement in clause 2.3, the Company must detail on the first page of all its public documents and negotiable instruments the expression "Australian Company Number", or the abbreviated word "ACN", followed by its ACN. Where permitted, the Company may detail its Australian Business Number, or the abbreviated word "ABN", followed by its ABN, in place of its ACN.

3.3 Exceptions to Clause 2.23.2

Clause 3.2 does not apply where the Act provides otherwise including, without limitation, to cash register receipts issued by the Company.

4. REGISTERED OFFICE

The Registered Office will be at such place as the Board may appoint.

5. LEGAL CAPACITY

5.1 Type of Company

The Company is a public company limited by shares and guarantee.

5.2 Membership

- 5.2.1 Subject to any requirement of the Act, the Company must always have at least one Member but there is no maximum number of Members required (other than in respect of certain classes of Golf Members, which are provided for in clause 11.2.4).

- 5.2.2 The liability of each Member is limited to the following:
- 5.2.2.1 in relation to a Member who is a shareholder of the Company, the amount unpaid (if any) on that Member's Shares; and
 - 5.2.2.2 in all other circumstances, the amount specified in clause 29, together with any other amounts due and payable to the Company under this Constitution including in respect of any outstanding Subscription Fees, Special Levies & Charges and Clubhouse Levies.
- 5.2.3 A person who becomes a Member agrees to observe and perform the provisions of this Constitution including any By-laws or Rules made pursuant to it.

5.3 Powers

Subject to any restrictions in the Act, the Company has the legal capacity and powers of a natural person including, without limitation, the power to:

- 5.3.1 issue and otherwise deal with Memberships, including suspend and forfeit Memberships pursuant to clauses 15 and 16;
- 5.3.2 issue debentures of the Company;
- 5.3.3 grant options over unissued Memberships;
- 5.3.4 grant any encumbrance over the Company's property;
- 5.3.5 procure the registration or recognition of the Company as a body corporate in any jurisdiction, whether within or outside the Commonwealth of Australia; and
- 5.3.6 do anything that the Company is lawfully authorised to do in any jurisdiction, whether within or outside the Commonwealth of Australia.

6. OBJECTS

The objects for which the Company has been established are all or any of the following:

- 6.1 to operate and make available the Golf Courses, pursuant to the terms of the Lease, for the use of the Golf Members and such other Members who are, pursuant to the rights attached to their respective class of Membership, authorised to use the Golf Courses;
- 6.2 to establish a Junior Golf Program at the Golf Courses for persons aged between 12 and 18 years old, and on terms otherwise determined by the Board;
- 6.3 to maintain the Golf Courses and the Club Facilities at a reasonable standard;
- 6.4 in relation to the Golf Courses, to promote the game of golf in accordance with the rules of the game of golf adopted from time to time by The Royal and Ancient Golf Club of St Andrews, except insofar as they are or may be modified by the body for the time being controlling the game of golf in Victoria, Australia;

- 6.5 in relation to the Club Facilities, to promote those facilities in the interests of Members;
- 6.6 to conduct competitions and tournaments in relation to the Golf Courses and the Club Facilities, including those for persons who are not Members;
- 6.7 to provide such other facilities to the Members as the Board determines;
- 6.8 to operate and make available the Club Facilities, pursuant to the terms of the Lease, for use by the Members and such other persons who are, pursuant to the terms of this Constitution, authorised to use such facilities;
- 6.9 in respect of each Relevant Lot, to regulate the Resident Member's occupation, use and dealings with respect to that Relevant Lot in accordance with the requirements and restrictions set out in this Constitution and any By-laws or Rules;
- 6.10 in respect of each Development Lot, to regulate the Developer Member's occupation, use and dealings with respect to that Development Lot in accordance with the requirements and restrictions set out in this Constitution and any By-laws or Rules; and
- 6.11 to raise funds by any lawful means for the achievement of the objects.

7. REPLACEABLE RULES

Each of the sections or sub-sections of the Act which would apply to the Company as replaceable rules within the meaning of the Act, if not for this clause, are displaced and do not apply to the Company.

8. APPLICATION OF INCOME

8.1 No Payment or Transfer to Members

All of the income and property of the Company must be applied solely towards the promotion of the objects of the Company as set out in this Constitution, and no portion of it may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to the Members.

8.2 Payments in Good Faith

- 8.2.1 Notwithstanding clause 8.1, the Company may, subject to clauses 8.2.2 to 8.2.5 inclusive, make payments in good faith of remuneration to any Member, Officer or other employee of the Company in return for any services rendered to the Company or for goods supplied in the ordinary and usual course of business.
- 8.2.2 The Company must not make any payment to a Director in return for services rendered to the Company in his or her capacity as a Director or officeholder including, without limitation, sitting fees and other emoluments. The Company may, however, reimburse a Director in respect of reasonable out-of-pocket expenses.
- 8.2.3 The Company must not make any payment to a Director for services rendered by that Director (in a capacity other than Director or officeholder) to the Company unless the provision of those services has

the prior approval of the Board, the amount payable is approved by a resolution of the Board and is on reasonable commercial terms.

- 8.2.4 The Company must not make any payment to a Director in his or her capacity as an employee of the Company, unless the terms of employment are first approved by a resolution by the Board.
- 8.2.5 The Company must not make any payment to a Member, Officer or other employee of the Company that represents, either directly or indirectly, a commission or allowance paid by the Company to that person in respect of the sale or disposal by that person of liquor on the Property.
- 8.2.6 The Company may make payment of interest on money borrowed from any Member, and may also make payment in respect of reasonable and proper rent for premises let by a Member to the Company.

9. ALTERATION OF CONSTITUTION

Subject to clause 13.2.11 and any other requirements of the Act, the Company may alter this Constitution, either wholly or in part, by passing a Special Resolution of the Company.

10. SHARE CAPITAL & OTHER MATTERS

10.1 General

- 10.1.1 Shares in the Company do not have par value but may have nominal value.
- 10.1.2 Subject to the provisions of this Constitution and any applicable provisions of the Act, Memberships will be under the control of the Board.

10.2 Issue of Memberships

- 10.2.1 Without prejudice to any special rights previously conferred on the holders of any existing Memberships or class of Memberships, and subject to clause 10.2.2, Memberships may be issued by the Board to any person and on such terms and conditions, and at such times, and upon such terms of payment, whether in cash or otherwise, as the Board may determine.
- 10.2.2 The Board may only issue:
 - 10.2.2.1 a Resident Share to a person who is otherwise eligible to be a Resident Member; and
 - 10.2.2.2 a Developer Share to a person who is otherwise eligible to be a Developer Member.
- 10.2.3 For clarity, the Board may grant to any person any option to call on the Company to issue Memberships to any person or the person's nominee, but the Board must not issue any bearer Memberships or stock, or convert any Memberships into stock.

10.3 Rights of Existing Members

- 10.3.1 Where the rights attached to some of the Memberships in a class are varied:
- 10.3.1.1 the variation is taken to have varied the rights attached to every other Membership that was in the class existing before the variation; and
 - 10.3.1.2 Members who hold Memberships to which the same rights are attached after the variation form a separate class.
- 10.3.2 The rights attached to existing Memberships of any class are not taken to have been varied only because of:
- 10.3.2.1 an issue of new Memberships of the class which rank equally with the existing Memberships in that class; or
 - 10.3.2.2 a conversion of other Memberships or securities into Memberships of the class which rank equally with the existing Shares in that class.

10.4 Ownership

- 10.4.1 Unless required under the Act, the Company will not recognise any person as holding any Membership upon any trust.
- 10.4.2 Subject to any requirements of the Act, the Company is not bound by or compelled in any way to recognise:
- 10.4.2.1 any equitable, contingent, future or partial interest in any Membership; or
 - 10.4.2.2 any other right in respect of any Membership,

whether or not the Company has notice of such interest or such right, except an absolute right of ownership in the registered holder.

10.5 Dealing with a Membership

A Member must not mortgage, charge or otherwise encumber the Member's Membership except as provided for in this Constitution or as approved by the Board.

11. MEMBERSHIPS

11.1 General

The following persons are Members:

- 11.1.1 the Manager Members, on and from the Relevant Date; and
- 11.1.2 any other person the Board admits to Membership in accordance with this Constitution after the Relevant Date.

Subscriber Members ceased to be Members on the Relevant Date, and shall no longer have any rights or privileges under this Constitution.

11.2 Membership Classes and Numbers

11.2.1 The Company is divided into the following categories of Membership:

- 11.2.1.1 Resident Member;
- 11.2.1.2 Individual Shareholder Member;
- 11.2.1.3 Family Shareholder Member;
- 11.2.1.4 Corporate Member;
- 11.2.1.5 Club Subscription Member;
- 11.2.1.6 Family Subscription Member;
- 11.2.1.7 Junior and Young Golfer Member;
- 11.2.1.8 Honorary Member;
- 11.2.1.9 Manager Member;
- 11.2.1.10 PGA Member;
- 11.2.1.11 Commercial Member;
- 11.2.1.12 Developer Member, and
- 11.2.1.13 Mid Week Member.

11.2.2 Subject to clause 10.3, the Company may at any time issue other Memberships or divide Memberships into such other categories of Members as the Company determines, and may also convert Memberships from one class into another class.

11.2.3 The Company may admit any number of persons as Resident Members, Developer Members, Honorary Members and Manager Members, provided that the eligibility criteria as specified in this Constitution is otherwise met.

11.2.4 The maximum number of persons the Company may admit as Golf Members at any particular time shall be determined by the Board from time to time (subject to any limitation imposed under clause 11.2.5), save for the following classes which shall be limited to:

- 11.2.4.1 Corporate Members 100; and
- 11.2.4.2 Honorary Members 10.

11.2.5 Notwithstanding the above clause 11.2.4, the Company must not admit any particular combination of persons as Golf Members which may result in there being more than 1900 Golf Members who, at any one time, are entitled to play golf 7 days per week at the Golf Courses.

11.3 Shareholding and Membership Interests

- 11.3.1 A person who has been issued with a Share is, by virtue of having been issued with that respective Share, a Member with the rights, privileges and obligations under this Constitution relating to Membership attaching to the ownership of that Share.
- 11.3.2 In all other cases, the rights and obligations of a Member under this Constitution who does not own a Share attach directly to the Membership interest itself.

11.4 Membership Eligibility

11.4.1 General

Only persons who meet the respective eligibility criteria detailed in clause 11.4.2 will be Members.

11.4.2 Eligibility Criteria

The eligibility criteria of the respective classes of Membership are as follows:

11.4.2.1 Resident Member

Any person who is entitled to become the registered proprietor of a Lot.

For the purposes of this sub-clause 11.4.2.1., a person is regarded as being entitled to become the registered proprietor of a Lot if that person can satisfy the Board that they are in possession of an executed transfer of land capable of registration at the Land Titles Office that will enable them to be recorded as the registered proprietor (whether individually or jointly) of that Lot.

11.4.2.2 Individual Shareholder Members, Family Shareholder Members and Corporate Members

Any person who is entitled to be registered as a holder of:

- 11.4.2.3 an Individual Share, in respect of an Applicant for an Individual Shareholder Membership;
- 11.4.2.4 a Family Share, in respect of an Applicant for a Family Shareholder Membership;
- 11.4.2.5 a Corporate A Share, in respect of an Applicant for a Corporate A Membership;
- 11.4.2.6 a Corporate B Share, in respect of an Applicant for a Corporate B Membership; and
- 11.4.2.7 a Corporate C Share, in respect of an Applicant for a Corporate C Membership.

For the purposes of this sub-clause 11.4.2.2, a person will be regarded as being entitled to be registered as a the holder of the relevant Share if the Board is satisfied that the person is in possession of documentation that will enable their name to be entered into the register of members of Sandhurst Holdings as the owner of that respective share.

11.4.2.8 Club Subscription Member

Any person who is entitled to be registered as a the holder of a Club Subscription Membership, provided the Board is satisfied that the person is in possession of documentation that will enable their name to be entered into the register of members of Sandhurst Holdings as the owner of that respective membership.

11.4.2.9 Honorary Member

Any person whom the Board deems appropriate, taking into account that person's association with, and commitment to, the Company.

11.4.2.10 Manager Member

Any person who is a Director.

11.4.2.11 Commercial Member

Any person who is the registered proprietor of, or is entitled to become the registered proprietor of, the whole or a portion of a Commercial Lot.

For the purposes of this sub-clause 11.4.2.11, a person is regarded as being entitled to become the registered proprietor of a Commercial Lot if that person can satisfy the Board that they are in possession of an executed transfer of land capable of registration at the Land Titles Office that will enable them to be recorded as the registered proprietor (whether individually or jointly) of that Commercial Lot.

11.4.2.12 PGA Member

Any person who is the registered proprietor of, or entitled to become the registered proprietor of the land comprised in Certificate of Title Volume 10929 Folio 161 (whether individually or jointly).

11.4.2.13 Developer Member

Any person who is the registered proprietor of or is entitled to become the registered proprietor of a Development Lot.

For the purposes of this sub-clause 11.4.2.1, a person is regarded as being entitled to become the registered proprietor of a Development Lot if that person can satisfy the Board that they are in possession of an executed transfer

of land capable of registration at the Land Titles Office that will enable them to be recorded as the registered proprietor (whether individually or jointly) of that Development Lot.

11.4.2.14 Family Subscription Member

Any person who is entitled to be registered as a holder of a Family Subscription Membership, as determined by the Board from time to time.

11.4.2.15 Junior and Young Golfer Member

Any person who is entitled to be registered as a holder of a Junior and Young Golfer Membership, as determined by the Board from time to time.

11.4.2.16 Mid Week Member

Any person who is entitled to be registered as a holder of a Mid Week Membership, as determined by the Board from time to time.

11.5 Application

11.5.1 Form

11.5.1.1 Subject to clause 11.5.1.2, an application for Membership must be made in the form the Board prescribes from time to time, and accompanied by any applicable Subscription Fee. Any application lodged by, or on behalf of, a person who is under 18 years of age at the time of lodgement, must be signed by a legal guardian of the applicant.

11.5.1.2 A person cannot apply to become an Honorary Member. Rather, a person may only become an Honorary Member upon invitation by the Board.

11.5.1.3 A person who is a Director need not apply to become a Manager Member. Rather, such person will be deemed to be a Manager Member by virtue of being a Director, and agrees to be bound by the terms of this Constitution.

11.5.2 Irrevocable Offer

An Application Form lodged by an Applicant with the Company constitutes an irrevocable offer by the Applicant to be issued with a Membership.

11.5.3 Membership

With the exception of Honorary Members and Manager Members, any person may apply to become a Member, provided such person otherwise meets the Membership Qualification.

11.5.4 Nomination where Applicant is Incorporated

Where an Applicant is incorporated, it must nominate a natural person as its representative in respect of all matters under this Constitution or otherwise which must be done or complied with in relation to Membership.

11.6 Admission

- 11.6.1 Applications will be considered by the Board. The Board may, in its absolute discretion, accept or reject the Application. The Board is not required to give any reason for the rejection of an Application.
- 11.6.2 A person will not become a Member until such time that the person's name and address is entered into the Register of Members.
- 11.6.3 A person will not be admitted to Membership as a Manager Member after the Completion Date.

11.7 Notification of Acceptance

The Secretary must send to the successful Applicant notification of acceptance to Membership within a reasonable period of time after such person's Application is approved by the Board.

11.8 Certificate

- 11.8.1 Subject to clause 11.8.2, any person whose name is entered as a Member in the Register of Members is entitled to receive a certificate as required by the Act in respect of the Membership held by that Member.
- 11.8.2 In respect of any Membership jointly held, the Company is not bound to issue more than one Certificate, and delivery of that Certificate to any of the joint holders is deemed to be sufficient delivery to all such holders.
- 11.8.3 Subject to any other requirements under the Act, any Certificate that is lost, destroyed, worn out or defaced may be replaced:
 - 11.8.3.1 upon payment of any fee determined by the Board, not exceeding any amount prescribed under the Act;
 - 11.8.3.2 on provision to the Company of either the Certificate to be replaced (which must be cancelled by the Board) or a statement in writing that the Certificate has been lost or destroyed and has not been pledged, sold or otherwise disposed of and, if lost, that proper searches have been made;
 - 11.8.3.3 where the Certificate has been lost, on provision to the Company of an undertaking in writing that if the Certificate is found, or received by the owner, it will be returned to the Company; and
 - 11.8.3.4 on advertising the intention to seek a replacement Certificate if required by the Board.
- 11.8.4 A Certificate must state:
 - 11.8.4.1 the Company's name and its jurisdiction of registration; and

11.8.4.2 the class to which every Membership belongs,

and any Certificate issued pursuant to clause 11.8.3 as a replacement must prominently display on the Certificate the statement "Issued in replacement of certificate numbered: (number)".

11.9 Change to Membership Category

11.9.1 The holder of an Individual Shareholder Membership, Family Shareholder Membership or a Corporate Membership may, upon application to the Board and upon payment of the application fee, as determined by the Board from time to time, temporarily change their Membership for a period approved by the Board as follows:

11.9.1.1 an Individual Shareholder Member or a Corporate Member may apply to become a Club Subscription Member, or Mid-week Member; and

11.9.1.2 a Family Shareholder Member may apply to become a Family Subscription Member, Club Subscription Member, or Mid-week Member.

11.9.2 Upon acceptance of the application in clause 11.9.1, such Member's Membership shall be changed to the relevant Membership applied for, on and from the commencement of the next Membership Year and such Member shall be entitled to and subject to the relevant privileges and prohibitions associated with the applicable Membership.

11.9.3 Upon the commencement of the change of Membership, the Member's voting rights attached to the Member's Share shall be suspended, and such Member shall be prohibited from voting at any General Meeting, until the earlier of:

11.9.3.1 the expiration of two consecutive Membership Years from the Member's change in Membership;

11.9.3.2 the Member applying to the Board, and paying all applicable fees and levies, as determined by the Board from time to time, to revert the Member's previous Membership; and

11.9.3.3 the Member resigning as a Member in accordance with its applicable Membership at that time.

11.9.4 In the event that clauses 11.9.3.1 or 11.9.3.3, apply the Member's Share shall be forfeited and the Company may, at the Board's discretion, deal with the Member's Membership in accordance with clause 14.2. Further, the Board may deal with the Member's Membership as though the Member were a defaulting Member in accordance with clause 15.4. In such instances the Member shall have no further rights, in law or in equity to the Member's Share.

11.9.5 Where clause 11.9.3.2 applies, the Member's voting rights attached to its Share shall be reinstated on and from the commencement of the next Membership Year, or at such other time as determined by the Board.

12. SUBSCRIPTION FEES, SPECIAL LEVIES & CHARGES AND CLUBHOUSE LEVIES

12.1 Determination of Fees

The Board may, subject to any other provision in this Constitution including clause 12.2.2:

- 12.1.1 determine the amount of Subscription Fees, Special Levies & Charges and Clubhouse Levies; and
- 12.1.2 determine when and in what circumstances the Subscription Fees, Special Levies & Charges and Clubhouse Levies are payable.

12.2 Subscription Fees

- 12.2.1 Each Member (except the Project Developer, an Honorary Member or a Manager Member) must pay a Subscription Fee at such intervals as the Board determines which may be, without limitation, quarterly, bi-annually or yearly in advance.

The annual Subscription Fee payable by a Resident Member whose Resident Membership relates to a Medium Density Residence shall be such amount determined from time to time by the Board.

- 12.2.2 The annual Subscription Fees payable by Developer Members will be calculated as follows:

Developer Members $SF = A \times 12 \times SFR$

where:

SF means Subscription Fee for Developer Members

A means area size of the relevant Development Lot measured in hectares.

SFR means the current Subscription Fee payable by a Resident Member

- 12.2.3 The annual Subscription Fees payable by Commercial Members will be calculated as follows:

$SF = (A \div 400) \times SFR$

where:

SF means Subscription Fee for Commercial Members

A means the gross floor area, measured in m², of the building constructed, or proposed to be constructed, on the Commercial Lot to which the Commercial Membership relates (rounded to the nearest 100).

SFR means the current Subscription Fee payable by a Resident Member

- 12.2.4 The annual Subscription Fees payable by PGA Members will be calculated as follows:

$$SF = 13 \times SFR$$

where:

SF means Subscription Fee for PGA Members

SFR means the current Subscription Fee payable by a Resident Member

- 12.2.5 The Subscription Fees payable by Golf Members may be discounted by the Board in its sole discretion.
- 12.2.6 The Board in its discretion may increase the Subscription Fees each Membership Year to what it considers to be market rates for golf courses and facilities of a similar standard and offering similar facilities to the Golf Courses and other Club Facilities.

12.3 Special Levies & Charges

Each Member (except an Honorary Member, Manager Member and any Membership held by the Project Developer) must pay to the Company any Special Levies & Charges imposed under clause 12.1.

12.4 Clubhouse Levy

- 12.4.1 Each Golf Member and Resident Member must pay to the Company any Clubhouse Levy imposed under clause 12.1.
- 12.4.2 The Board shall determine and publish, prior to the commencement of each Membership Year, the Clubhouse Levy payable by each Golf Member, in accordance with their Membership.
- 12.4.3 The Clubhouse Levy payable under clauses 12.4.1 is non-refundable (in respect of any unused portion), and is also non-cumulative.

12.5 Overdue amounts

Without affecting any other rights the Company has, the Board may take any action it determines appropriate to recover any outstanding amounts from any Member, including:

- 12.5.1 taking action in a court of competent jurisdiction to compel the Member to pay all outstanding amounts;
- 12.5.2 requiring the Member to reimburse the Company for costs and expenses incurred in taking steps to recover all outstanding amounts;
- 12.5.3 charging interest at the rate of 2% above the rate prescribed under the *Penalty Interests Rates Act 1983* on all moneys outstanding until they are paid; and
- 12.5.4 requiring that any payments made by a Member under this clause shall be appropriated first in payment of any interest and any unpaid costs and

expenses of the Company, and then applied in repayment of the principal sum.

13. MEMBERSHIP RIGHTS, PRIVILEGES & PROHIBITIONS

13.1 Subscriber Membership

Subscriber Membership ceased to exist as at the Relevant Date, as detailed in clause 11.1, and accordingly such persons do not have any rights or privileges, or are subject to any prohibitions, under this Constitution.

13.2 Resident Membership

13.2.1 Subject to any By-laws or Rules made by the Company, each Resident Member:

13.2.1.1 is entitled to use the Club Facilities on a "first come first served" basis;

13.2.1.2 may invite its Associates (and other guests permitted by the Board) to use the Club Facilities, but only where the Resident Member or its Associates are also present;

13.2.1.3 may nominate a natural person as its Nominee to enjoy all of the rights and privileges associated with Resident Membership instead of the Resident Member, and may also revoke such nomination, but only one nomination in any twelve month period will be permitted unless the Board resolves otherwise (which may be subject to any conditions determined by the Board including the payment of an administration fee in respect of each additional nomination made by the Resident Member during any particular Membership Year);

13.2.1.4 is entitled to use golf carts at the Golf Courses, subject to the terms and conditions of any licence granted by the Company to such Member;

13.2.1.5 is entitled to nominate to participate in any committee or other working group established by the Company under this Constitution for the purpose of managing or operating the Club Facilities, including the Resident Members' Committee and the Members' Consultative Committee;

13.2.1.6 is entitled to participate in any activities coordinated by the Company for the benefit of Resident Members, including competitions held using the Club Facilities or at any other location;

13.2.1.7 must ensure that the Club Facilities utilised by that Resident Member, its Associates and other guests are used in a manner which is not prejudicial to the interests of other Resident Members, their Associates and other guests (and also any other Member or Guest) and agrees to indemnify the

Company against any claim for loss, damage, costs and expenses in this regard; and

- 13.2.1.8 acknowledges and agrees that any use of the Resident Facilities by that Resident Member, its Associates and other guests is strictly at the risk of that Member, its Associates and other guests. The Company will not be held liable for any loss (including life) or damage in this regard.
- 13.2.2 A Resident Member is not entitled to use the Golf Courses (other than on a fee paying basis and at such times as the Board or the Manager in their absolute discretion determine), unless such Resident Member is also a Golf Member.
- 13.2.3 A Resident Member is prohibited from owning a Relevant Lot unless it also owns the Resident Share to which that Relevant Lot relates.
- 13.2.4 A Resident Member is prohibited from selling, transferring, disclaiming or otherwise disposing of (**Transferring**) its Resident Membership to any third party, unless the Resident Member is Transferring its interest in the Resident Membership to a third party who is also the transferee of the Relevant Lot and in circumstances which comply with the terms of the Restrictive Covenant (whether or not the Restrictive Covenant is enforceable at law).
- 13.2.5 A Resident Member must not develop, subdivide or use its Relevant Lot for any purpose other than one permanent non-transportable private residence and for purposes ancillary thereto.
- 13.2.6 A Resident Member must not do any of the following, except where otherwise permitted by the Board:
 - 13.2.6.1 design and construct a Residence or any other improvement on the Relevant Lot;
 - 13.2.6.2 operate any mechanical or other equipment on the Relevant Lot;
 - 13.2.6.3 adversely impact on the amenity of the Relevant Lot, the neighbourhood of that Relevant Lot or any other Lot;
 - 13.2.6.4 park any vehicle on the Relevant Lot or on any road or land in the vicinity of the Relevant Lot;
 - 13.2.6.5 neglect to maintain any improvements on the Relevant Lot to the standards required by the Company;
 - 13.2.6.6 fail to install or operate any security monitoring system which does not meet standards prescribed by the Board, and which is also not linked to a central monitoring station for the Sandhurst Club as a whole manned 24 hours per day to the satisfaction of the Company;
 - 13.2.6.7 neglect to pay fees to the Company in respect of services provided by the Company to the Relevant Lot; or

- 13.2.6.8 fail to comply with any statutory requirements in respect of the Relevant Lot.
- 13.2.7 In deciding whether or not to grant its approval to non-compliance with any of the matters set out in clause 13.2.6, the Company must consider any By-laws or Rules of the Company which specify the standards for Members to comply with in respect of the following:
 - 13.2.7.1 the design of a Residence, including the building form, building setbacks, roof materials and pitch, building materials, quality of workmanship and the nature of other improvements;
 - 13.2.7.2 the amenity of the Residence and the neighbourhood of the Residence including visual impacts and the impacts of traffic, overshadowing, overlooking, noise and smell;
 - 13.2.7.3 the safety and security of all Sandhurst Club residents;
 - 13.2.7.4 the cost of all services to Resident Members and the benefit of those services to Resident Members;
 - 13.2.7.5 the protection and improvement of the investment of Resident Members;
 - 13.2.7.6 the installation and operation of a 24 hour manned security system in every Residence of the Sandhurst Club, which is centrally linked; and
 - 13.2.7.7 the maintenance and enhancement of a high standard of landscaping for the whole of the Property.
- 13.2.8 If a Resident Member has not complied with clauses 13.2.3 to 13.2.6 inclusive (**Relevant Provisions**) within 14 days after service of a notice by the Company specifying any non-compliance, and the non-compliance relates to performance of any works required to be performed by a Resident Member pursuant to those clauses (other than the construction of a Residence), the Resident Member agrees to the following:
 - 13.2.8.1 to allow the Company, its employees, contractors, or agents to enter the Relevant Lot and rectify the non-compliance;
 - 13.2.8.2 if the Company exercises its power to rectify non-compliance, to pay to the Company any charges levied against the Resident Member in respect of the cost of the works performed as a result of non-compliance which (until paid) are and shall be a charge on the Relevant Lot;
 - 13.2.8.3 to accept a certificate signed by the Secretary (or any other authorised representative or employee of the Company) as prima facie proof of the costs and expenses incurred by the Company to rectify the Resident Member's non-compliance with the Relevant Provisions;
 - 13.2.8.4 to pay interest at the rate of 2% above the rate prescribed under the *Penalty Interests Rates Act* 1983 on all moneys outstanding under this clause, until they are paid; and

- 13.2.8.5 that any payments made for the purposes of this clause shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Company, and then applied in repayment of the principal sum.
- 13.2.9 If a Resident Member has not complied with the notice referred to in clause 13.2.8 within 14 days after service of the notice, the Company may at its discretion and without affecting any other rights it has under clause 13.2.8, take action in a court of competent jurisdiction to compel the Resident Member to comply with the Relevant Provisions.
- 13.2.10 Without limitation to any other remedies the Company may have against that Resident Member, such Member acknowledges and agrees that damages are not an acceptable remedy to a breach of any of the obligations contained in this clause 13, and consents to the Company making application to the court, as referred to in clause 13.2.9, for a mandatory or prohibitory injunction (as the case may be) against that Resident Member to ensure compliance with the above.
- 13.2.11 The Company must not, without a unanimous approval from Members, amend this Constitution in any way so as to reduce or otherwise vary the limitations imposed in clauses 13.2.2 to 13.2.6 inclusive, and clauses 13.2.8 to 13.2.11 inclusive.
- 13.2.12 Without limiting the powers set out in clause 21.1.2.4, the Company may make By-laws and Rules which are enforceable against each Resident Member in respect of any matter concerning a Resident Member's Relevant Lot or any other land within the Project.
- 13.2.13 A Resident Member does not have a right to vote at any General Meeting until the Completion Date.

13.3 Individual Shareholder Membership

- 13.3.1 Subject to any By-laws or Rules made by the Company, each Individual Shareholder Member:
- 13.3.1.1 is entitled to play golf at the Golf Courses 7 days per week during any Membership Year (including full rights to use the Clubhouse and the Club Facilities), subject to the Board requiring the Golf Courses at any time for the preparation and staging of tournaments, corporate golf days, or for any other Special Purpose;
- 13.3.1.2 is exempt from the payment of green fees in respect of the Golf Courses;
- 13.3.1.3 is entitled to meals, refreshments and privileges as are provided by the Company for Golf Members, their Guests and anyone else the Board admits to the Golf Courses and the Club Facilities, at prices determined by the Board from time to time. For the sake of clarity, a Golf Member may apply any amount paid by that Member to the Company by way of a Clubhouse Levy towards the payment of such meals, refreshments and

privileges, but only up to the amount of the Clubhouse Levy actually paid by such Member;

- 13.3.1.4 may nominate a natural person as its Nominee to enjoy all of the rights and privileges associated with Golf Membership instead of that Individual Shareholder Member, and may also revoke such nomination, but only one change of nomination in respect of the Nominee will be permitted in any twelve month period unless the Board resolves otherwise (which may be subject to any conditions determined by the Board including the payment of an administration fee in respect of each additional nomination made by the Individual Shareholder Member during any particular Membership Year);
- 13.3.1.5 may lease its Individual Shareholder Membership to any third party approved by the Board, subject to any terms and conditions determined by the Board from time to time;
- 13.3.1.6 may invite Guests to utilise the Golf Courses and the Club Facilities, but only in accordance with the criteria detailed in any By-law or Rule relating to Guests or rules of play (or both), and otherwise as the Board determines in its sole discretion;
- 13.3.1.7 must ensure that the Golf Courses and the Club Facilities utilised by that Individual Shareholder Member or its Guests are used in a manner which is not prejudicial to the interests of other Golf Members, their Guests, or any other Member or person, and agrees to indemnify the Company against any claim for loss, damage, costs and expenses in this regard;
- 13.3.1.8 acknowledges and agrees that any use of the Golf Courses and the Club Facilities by that Individual Shareholder Member or its Guests are strictly at the risk of that Individual Shareholder Member or its Guests. The Company will not be held liable for any loss (including life) or damage in this regard; and
- 13.3.1.9 is not entitled to transfer or otherwise transmit its Individual Shareholder Membership to any third party under this Constitution, but may, however, transfer or transmit its respective share held in Sandhurst Holdings:
 - (a) to a third party in accordance with the Holdings Constitution, in which case the Individual Shareholder Membership in this Company will be cancelled by the Board and the transferee of the Member's share in Sandhurst Holdings must apply for a new Individual Shareholder Membership in accordance with the provisions contained in this Constitution; or
 - (b) to the Company or an entity nominated by the Company, if the Company consents, and subject to the notice period and any other conditions as determined by the Board from time to time, in which case the Individual Shareholder Membership in the Company will be cancelled.

13.3.1.10 is entitled to apply for a change to its Membership in accordance with clause 11.9.

13.3.2 Where an Individual Shareholder Member has nominated a Nominee in accordance with clause 13.3.1.4, then that Nominee shall be entitled to all of the rights and privileges, and be bound by the prohibitions, contained in clause 13.3, however such Nominee is not entitled to nominate any person as its Nominee under clause 13.3.1.4.

13.3.3 The provisions of clause 13.2.13 in respect of voting entitlements of Resident Members, apply equally to Individual Shareholder Members. A Nominee of an Individual Shareholder Member is not entitled to vote at any General Meeting.

13.4 Family Shareholder Membership

13.4.1 Each Family Shareholder Member is entitled to all of the rights and privileges, and is bound by all of the obligations, of an Individual Shareholder Member (as detailed in clauses 13.3.1 and 13.3.2) subject to the following:

13.4.1.1 A Family Shareholder Member may, where a Family Shareholder Member is a natural person, nominate:

13.4.1.1.1 one Nominee to enjoy the rights and privileges of Golf Membership who, in such an event, must be a Relative (of the Family Shareholder Member); or

13.4.1.1.2 two Nominees, where the first Nominee is to enjoy the rights and privileges of Golf Membership instead of that Family Shareholder Member, and the second Nominee must be a Relative (of the first Nominee);

13.4.1.2 Family Shareholder Member must, where a Family Shareholder Member is not a natural person, nominate two Nominees, where the first Nominee, being a Relative of the Family Shareholder Member, is to enjoy the rights and privileges of Golf Membership and the second Nominee is a Relative (of the first Nominee);

13.4.1.3 any nomination of a Nominee may be revoked by the Family Shareholder Member, however only one change of nomination is permitted in any 12 month period in respect of each possible Nominee (being two nominations in total), unless the Board resolves otherwise (which may be subject to any conditions determined by the Board including the payment of an administration fee in respect of each additional nomination made by the Family Shareholder Member during any particular Membership Year);

13.4.1.4 the Company may request evidence from the Family Shareholder Member that a nominated Relative is, in fact, a Relative of the Family Shareholder Member or its Nominee, and the Company reserves the right to reject such person where it believes otherwise; and

13.4.1.5 any nominated Relative of a Family Shareholder Member may elect to either utilise the Golf Courses only on week-days, in which case the Family Shareholder Member shall be entitled to a discount in respect of the Subscription Fees otherwise payable by the Family Shareholder Member in relation to the Relative, as detailed in this Constitution or as the Board otherwise directs.

13.4.2 The provisions of clause 13.2.13 in respect of voting entitlements of Resident Members, apply equally to Family Shareholder Members. A Nominee of a Family Shareholder Member is not entitled to vote at any General Meeting.

13.5 Corporate A Membership

13.5.1 Each Corporate A Member is entitled to all of the rights and privileges, and is bound by all of the obligations, of an Individual Shareholder Member (as detailed in clauses 13.3.1 and 13.3.2) subject to the following:

13.5.1.1 a Corporate A Member may nominate two Nominees to enjoy the rights and privileges of Golf Membership (and for the sake or clarity is not permitted to nominate any more than two Nominees) and may also revoke such nomination, but only one change of nomination in respect of each Nominee will be permitted in any twelve month period unless the Board resolves otherwise (which may be subject to any conditions determined by the Board including the payment of an administration fee in respect of each additional nomination made by the Corporate A Member during any particular Membership Year);

13.5.1.2 a Corporate A Member is entitled to hold one corporate golf day per year at the Golf Courses on a week-day, at a discount to be determined by the Board (at a discount not less than 10%) and during the first year of operation of the North Course may hold one corporate golf day for a maximum of 40 persons (the green fees in respect of whom shall be waived) on a day approved by the Board;

13.5.1.3 the Guests of a Corporate A Member, or its Nominee, may utilise the Golf Courses and the Club Facilities on a week-day unaccompanied, provided that the number of Guests per year does not exceed 20 in total, and no particular Guest uses the Golf Courses and the Club Facilities more than six times per year;

13.5.1.4 the name of the Corporate A Member shall be included in a Corporate Member directory, which will be prominently displayed in the Clubhouse;

13.5.1.5 each Corporate A Member will receive a listing in any annual Membership golf programme produced by the Company;

- 13.5.1.6 each Corporate A Member will have a right of first refusal to sponsor any tournaments held by the Company, however the Company will not guarantee that any particular Corporate A Member will be afforded the right to be a sponsor over another Corporate Member; and
- 13.5.1.7 any Nominee of a Corporate A Member may elect to utilise the Golf Courses only on week-days, in which case the Corporate Member shall be entitled to a discount in respect of the Subscription Fees otherwise payable by the Corporate A Member in relation to the relevant Nominee, as detailed in this Constitution or as the Board otherwise directs.
- 13.5.2 For the purposes of clause 13.5.1.3, in calculating the number of Guests utilising the Golf Courses and the Club Facilities in any one year, or the number of times a particular Guest has utilised the Golf Courses and the Club Facilities, the Guest of any Nominee of a Corporate A Member will be counted.
- 13.5.3 The provisions of clause 13.2.13 in respect of voting entitlements of Resident Members, apply equally to Corporate A Members. A Nominee of a Corporate A Member is not entitled to vote at any General Meeting.

13.6 Corporate B Membership

- 13.6.1 Each Corporate B Member is entitled to all of the rights and privileges, and is bound by all of the obligations, of an Individual Shareholder Member (as detailed in clauses 13.3.1 and 13.3.2) subject to the following:
 - 13.6.1.1 a Corporate B Member may nominate three Nominees to enjoy the rights and privileges of Golf Membership (and for the sake or clarity is not permitted to nominate any more than three Nominees) and may also revoke such nomination, but only one change of nomination in respect of each Nominee will be permitted in any twelve month period unless the Board resolves otherwise (which may be subject to any conditions determined by the Board including the payment of an administration fee in respect of each additional nomination made by the Corporate B Member during any particular Membership Year);
 - 13.6.1.2 a Corporate B Member is entitled to hold one corporate golf day per year at the Golf Courses on a week-day, at a discount to be determined by the Board (at a discount not less than 10%) and during the first year of operation of the North Course may hold one corporate golf day for a maximum of 40 persons (the green fees in respect of whom shall be waived) on a day approved by the Board;
 - 13.6.1.3 the Guests of a Corporate B Member, or its Nominee, may utilise the Golf Courses and the Club Facilities on a week-day unaccompanied, provided that the number of Guests per year does not exceed 30 in total, and no particular Guest

uses the Golf Courses and the Club Facilities more than six times per year;

- 13.6.1.4 the name of the Corporate B Member shall be included in a Corporate Member directory, which will be prominently displayed in the Clubhouse;
 - 13.6.1.5 each Corporate B Member will receive a listing in any annual Membership golf programme produced by the Company;
 - 13.6.1.6 each Corporate B Member will have a right of first refusal to sponsor any tournaments held by the Company, however the Company will not guarantee that any particular Corporate B Member will be afforded the right to be a sponsor over another Corporate Member; and
 - 13.6.1.7 any Nominee of a Corporate B Member may elect to utilise the Golf Courses only on week-days, in which case the Corporate Member shall be entitled to a discount in respect of the Subscription Fees otherwise payable by the Corporate B Member in relation to the relevant Nominee, as detailed in this Constitution or as the Board otherwise directs.
- 13.6.2 For the purposes of clause 13.6.1.3, in calculating the number of Guests utilising the Golf Courses and the Club Facilities in any one year, or the number of times a particular Guest has utilised the Golf Courses and the Club Facilities, the Guest of any Nominee of a Corporate B Member will be counted.
- 13.6.3 The provisions of clause 13.2.13 in respect of voting entitlements of Resident Members, apply equally to Corporate B Members. A Nominee of a Corporate B Member is not entitled to vote at any General Meeting.

13.7 Corporate C Membership

- 13.7.1 Each Corporate C Member is entitled to all of the rights and privileges, and is bound by all of the obligations, of an Individual Shareholder Member (as detailed in clauses 13.3.1 and 13.3.2) subject to the following:
 - 13.7.1.1 a Corporate C Member may nominate four Nominees to enjoy the rights and privileges of Golf Membership (and for the sake or clarity is not permitted to nominate any more than four Nominees) and may also revoke such nomination, but only one change of nomination in respect of each Nominee will be permitted in any twelve month period unless the Board resolves otherwise (which may be subject to any conditions determined by the Board including the payment of an administration fee in respect of each additional nomination made by the Corporate C Member during any particular Membership Year);
 - 13.7.1.2 a Corporate C Member is entitled to hold one corporate golf day per year at the Golf Courses on a week-day, at a

discount to be determined by the Board (at a discount not less than 10%) and during the first year of operation of the North Course may hold one corporate golf day for a maximum of 40 persons (the green fees in respect of whom shall be waived) on a day approved by the Board;

- 13.7.1.3 the Guests of a Corporate C Member, or its Nominee, may utilise the Golf Courses and the Club Facilities on a week-day unaccompanied, provided that the number of Guests per year does not exceed 40 in total, and no particular Guest uses the Golf Courses and the Club Facilities more than six times per year;
 - 13.7.1.4 the name of the Corporate C Member shall be included in a Corporate Member directory, which will be prominently displayed in the Clubhouse;
 - 13.7.1.5 each Corporate C Member will receive a listing in any annual Membership golf programme produced by the Company;
 - 13.7.1.6 each Corporate C Member will have a right of first refusal to sponsor any tournaments held by the Company, however the Company will not guarantee that any particular Corporate C Member will be afforded the right to be a sponsor over another Corporate Member; and
 - 13.7.1.7 any Nominee of a Corporate C Member may elect to utilise the Golf Courses only on week-days, in which case the Corporate Member shall be entitled to a discount in respect of the Subscription Fees otherwise payable by the Corporate C Member in relation to the relevant Nominee, as detailed in this Constitution or as the Board otherwise directs.
- 13.7.2 For the purposes of clause 13.7.1.3, in calculating the number of Guests utilising the Golf Courses and the Club Facilities in any one year, or the number of times a particular Guest has utilised the Golf Courses and the Club Facilities, the Guest of any Nominee of a Corporate C Member will be counted.
- 13.7.3 The provisions of clause 13.2.13 in respect of voting entitlements of Resident Members, apply equally to Corporate C Members. A Nominee of a Corporate C Member is not entitled to vote at any General Meeting.

13.8 Club Subscription Membership

- 13.8.1 Each Club Subscription Member is entitled to all of the rights and privileges, and is bound by all of the obligations, of an Individual Shareholder Member (as detailed in clauses 13.3.1 and 13.3.2) subject to the following:
 - 13.8.1.1 a Club Subscription Member is not entitled to nominate a Nominee, unless the Board agrees otherwise;

- 13.8.1.2 any particular Guest of a Club Subscription Member may only utilise the Golf Courses as often and on the terms prescribed by the Board, from time to time, in their discretion;
- 13.8.1.3 a Club Subscription Member cannot lease its Membership to any third party;
- and
- 13.8.1.4 a Club Subscription Member is not permitted, at any time, to transfer or otherwise transmit its Membership in the Company to any third party.
- 13.8.2 Unless otherwise determined by the Board, a Club Subscription Member may, in accordance with the provisions contained in the Holdings Constitution and this clause 13.8.2, resign its Membership by giving at least 30 days written notice (**notice period**) to the Company, such resignation to take effect on the next 30 June or such other date as determined by the Board following the expiration of the notice period.
- 13.8.3 A Club Subscription Member (or its Nominee) is not entitled to attend or vote at any General Meeting, whether before or after the Completion Date.
- 13.8.4 The rights, privileges and prohibitions contained in this clause 13.8, as they relate to Club Subscription Members, are subject to, and do not limit and additional or alternative rights, privileges or prohibitions as set out in the By-laws or as otherwise determined by the Board from time to time.

13.9 Family Subscription Membership

- 13.9.1 Each Family Subscription Member is, subject to any other provisions contained in this Constitution, entitled to all of the rights and privileges, and is bound by all of the obligations, of an Family Shareholder Member (as detailed in clause 13.4.1) subject to the following :
 - 13.9.1.1 a Family Subscription Member cannot lease its Membership to any third party; and
 - 13.9.1.2 a Family Subscription Member is not permitted, at any time, to transfer or otherwise transmit its Membership to any third party.
- 13.9.2 A Family Subscription Member (or its Nominee) is not entitled to attend or vote at any General Meeting, whether before or after the Completion Date.
- 13.9.3 The rights, privileges and prohibitions contained in this clause 13.9, as they relate to Family Subscription Members, are subject to, and do not limit, any additional or alternative rights, privileges or prohibitions as set out in the By-laws or as otherwise determined by the Board from time to time.

13.10 Junior and Young Golfer Membership

- 13.10.1 Each Junior and Young Golfer Member is, subject to any other provisions contained in this Constitution, entitled to all of the rights and privileges, and is bound by all of the obligations, of a Club Subscription Member (as detailed in clauses 13.8.1 and 13.8.2).
- 13.10.2 A Junior and Young Golfer Member is not entitled to attend or vote at any General Meeting, whether before or after the Completion Date.
- 13.10.3 The rights, privileges and prohibitions contained in this clause 13.10, as they relate to Junior and Young Golfer Members, are subject to, and do not limit, any additional or alternative rights, privileges or prohibitions as set out in the By-laws or as otherwise determined by the Board from time to time.

13.11 Honorary Membership

- 13.11.1 Each Honorary Member is, subject to any other provisions contained in this Constitution, entitled to all of the rights and privileges, and is bound by all of the obligations, of an Individual Shareholder Member (as detailed in clauses 13.3.1 and 13.3.2) subject to the following :
 - 13.11.1.1 an Honorary Member is not entitled to nominate a Nominee;
 - 13.11.1.2 an Honorary Member cannot lease its Membership to any third party; and
 - 13.11.1.3 an Honorary Member is not permitted, at any time, to transfer or otherwise transmit its Membership in the Company to any third party.
- 13.11.2 The provisions of clause 13.8.3 which apply to Club Subscription Members, apply equally to Honorary Members.

13.12 Manager Membership

- 13.12.1 A Manager Member is not entitled to any rights or privileges under this Constitution other than the right to vote at any General Meeting, but only prior to the Completion Date. Thereafter a Manager Member will cease to be a Member and must deliver to the Company that Member's Certificate for cancellation.
- 13.12.2 A Manager Member ceases to be a Member if, at any time, he or she ceases to be a Director in accordance with the terms of this Constitution.

13.13 Commercial Membership

- 13.13.1 A Commercial Member may nominate such number of natural persons as its Nominee to utilise the Club Facilities on a first come first serve basis, as determined by the following formula:

$$P = (A \div 200)$$

where

P means the number of natural persons entitled to be nominated by the Commercial Member to use the Club Facilities at any given time; and

A means the gross floor area of the building constructed or proposed to be constructed on the Lot to which the Membership relates, measured in square meters, on the Commercial Lot associated with the relevant Commercial Membership **rounded up to the nearest whole number..**

13.13.2 A Commercial Member must ensure that the Club Facilities utilised by the Commercial Member's Nominees are used in a manner which is not prejudicial to the interests of other Members, their Associates and other guests and agrees to indemnify the Company against any claim for loss, damage, costs and expenses in this regard.

13.13.3 Prior to any Commercial Member Nominee being entitled to use the Club Facilities, the Commercial Member must inform the Manager, in writing, of such details of the proposed nominee as the Board requires.

13.13.4 A Commercial Member (or its Nominees) is not entitled to use the Golf Courses (other than on a fee paying basis and at such times as the Board or the Manager in their absolute discretion determine), unless such Commercial Member (or its Nominee) is also a Golf Member.

13.13.5 A Commercial Member is prohibited from owning a Commercial Lot unless it also owns the Commercial Share to which that Commercial Lot relates.

13.13.6 A Commercial Member is prohibited from selling, transferring, disclaiming or otherwise disposing of (**Transferring**) its Commercial Membership to any third party, unless the Commercial Member is Transferring its interest in the Commercial Membership to a third party who is also the transferee of the Commercial Lot and in circumstances which comply with the terms of the Restrictive Covenant (whether or not the Restrictive Covenant is enforceable at law).

13.13.7 A Commercial Member must not develop, subdivide or use its Commercial Lot for any purpose other than a commercial facility and for purposes ancillary thereto, approved by the Board.

13.13.8 A Commercial Member must not do any of the following, except where otherwise permitted by the Board:

13.13.8.1 design and construct a structure or any other improvement on the Commercial Lot;

13.13.8.2 operate any mechanical or other equipment on the Commercial Lot;

13.13.8.3 adversely impact on the amenity of the Commercial Lot, the neighbourhood of that Commercial Lot or any other Lot;

- 13.13.8.4 park any vehicle on the Commercial Lot or on any road or land in the vicinity of the Commercial Lot;
 - 13.13.8.5 neglect to maintain any improvements on the Commercial Lot to the standards required by the Company;
 - 13.13.8.6 fail to install or operate any security monitoring system which does not meet standards prescribed by the Board, and which is also not linked to a central monitoring station for the Sandhurst Club as a whole manned 24 hours per day to the satisfaction of the Company;
 - 13.13.8.7 neglect to pay fees to the Company in respect of services provided by the Company to the Commercial Lot; or
 - 13.13.8.8 fail to comply with any statutory requirements in respect of the Commercial Lot.
- 13.13.9 In deciding whether or not to grant its approval to non-compliance with any of the matters set out in clause 13.13.8, the Company must consider any By-laws or Rules of the Company which specify the standards for Members to comply with in respect of the following:
- 13.13.9.1 the design of a proposed structure, including the building form, building setbacks, roof materials and pitch, building materials, quality of workmanship and the nature of other improvements;
 - 13.13.9.2 the amenity of the structure and the location of the structure including visual impacts and the impacts of traffic, overshadowing, overlooking, noise and smell;
 - 13.13.9.3 the safety and security of all Sandhurst Club residents;
 - 13.13.9.4 the cost of all services to Resident Members and Commercial Members and the benefit of those services to Resident Members and Commercial Members;
 - 13.13.9.5 the protection and improvement of the investment of Resident Members and Commercial Members;
 - 13.13.9.6 the installation and operation of a 24 hour manned security system in every Residence and commercial structure of the Sandhurst Club, which is centrally linked; and
 - 13.13.9.7 the maintenance and enhancement of a high standard of landscaping for the whole of the Property.
- 13.13.10 If a Commercial Member has not complied with clauses 13.13.7 to 13.8 inclusive (**Relevant Provisions**) within 14 days after service of a notice by the Company specifying any non-compliance, and the non-compliance relates to performance of any works required to be performed by a Commercial Member pursuant to those clauses, the Commercial Member agrees to the following:

- 13.13.10.1 to allow the Company, its employees, contractors, or agents to enter the Commercial Lot and rectify the non-compliance;
 - 13.13.10.2 if the Company exercises its power to rectify non-compliance, to pay to the Company any charges levied against the Commercial Member in respect of the cost of the works performed as a result of non-compliance which (until paid) are and shall be a charge on the Commercial Lot;
 - 13.13.10.3 to accept a certificate signed by the Secretary (or any other authorised representative or employee of the Company) as prima facie proof of the costs and expenses incurred by the Company to rectify the Commercial Member's non-compliance with the Relevant Provisions;
 - 13.13.10.4 to pay interest at the rate of 2% above the rate prescribed under the *Penalty Interests Rates Act* 1983 on all moneys outstanding under this clause, until they are paid; and
 - 13.13.10.5 that any payments made for the purposes of this clause shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Company, and then applied in repayment of the principal sum.
- 13.13.11 If a Commercial Member has not complied with the notice referred to in clause 13.13.10 within 14 days after service of the notice, the Company may at its discretion and without affecting any other rights it has under clause 13.13.10, take action in a court of competent jurisdiction to compel the Commercial Member to comply with the Relevant Provisions.
- 13.13.12 Without limitation to any other remedies the Company may have against that Commercial Member, such Member acknowledges and agrees that damages are not an acceptable remedy to a breach of any of the obligations contained in this clause 13, and consents to the Company making application to the court, as referred to in clause 13.13.11, for a mandatory or prohibitory injunction (as the case may be) against that Commercial Member to ensure compliance with the above.
- 13.13.13 The Company must not, without a unanimous approval from Members, amend this Constitution in any way so as to reduce or otherwise vary the limitations imposed in clauses 13.13.4 to 13.13.8 inclusive, and clauses 13.13.10 to 13.13.14 inclusive.
- 13.13.14 Without limiting the powers set out in clause 21.1.2.4, the Company may make By-laws and Rules which are enforceable against each Commercial Member in respect of any matter concerning a Commercial Member's Commercial Lot or any other land within the Project.
- 13.13.15 A Commercial Member does not have a right to vote at any General Meeting until the Completion Date.

13.14 PGA Membership

- 13.14.1 A PGA Member may nominate such number of natural persons as its Nominee to utilise the Club Facilities on a first come first serve basis, as determined by the following formula:

$$P = (A \div 100)$$

where

P means the number of natural persons entitled to be nominated by the PGA Member to use the Club Facilities at any given time;

A means the gross floor area, measured in square meters, of any buildings constructed, or to be constructed, on the PGA Lot associated with the relevant PGA Membership (rounded to the nearest 100).

- 13.14.2 A PGA Member must ensure that the Club Facilities utilised by the PGA Member's Nominees are used in a manner which is not prejudicial to the interests of other Members, their Associates and other guests and agrees to indemnify the Company against any claim for loss, damage, costs and expenses in this regard.
- 13.14.3 Prior to any PGA Member Nominee being entitled to use the Club Facilities, the PGA Member must inform the Manager, in writing, of such details of the proposed nominee as the Manager or the Board requires.
- 13.14.4 A PGA Member (or its Nominees) is not entitled to use the Golf Courses (other than on a fee paying basis and at such times as the Board or the Manager in their absolute discretion determine), unless such PGA Member (or its Nominee) is also a Golf Member.
- 13.14.5 A PGA Member is prohibited from owning a PGA Lot unless it also owns the PGA Share to which that PGA Lot relates.
- 13.14.6 A PGA Member is prohibited from selling, transferring, disclaiming or otherwise disposing of (**Transferring**) its PGA Membership to any third party, unless the PGA Member is Transferring its interest in the PGA Membership to a third party who is also the transferee of the PGA Lot and in circumstances which comply with the terms of the Restrictive Covenant (whether or not the Restrictive Covenant is enforceable at law).
- 13.14.7 A PGA Member must not develop, subdivide or use its PGA Lot for any purpose other than a commercial facility and for purposes ancillary thereto, approved by the Board.
- 13.14.8 A PGA Member must not do any of the following, except where otherwise permitted by the Board:
- 13.14.8.1 design and construct a structure or any other improvement on the PGA Lot;
 - 13.14.8.2 operate any mechanical or other equipment on the PGA Lot;

- 13.14.8.3 adversely impact on the amenity of the PGA Lot, the neighbourhood of that PGA Lot or any other Lot;
 - 13.14.8.4 park any vehicle on the PGA Lot or on any road or land in the vicinity of the PGA Lot;
 - 13.14.8.5 neglect to maintain any improvements on the PGA Lot to the standards required by the Company;
 - 13.14.8.6 fail to install or operate any security monitoring system which does not meet standards prescribed by the Board, and which is also not linked to a central monitoring station for the Sandhurst Club as a whole manned 24 hours per day to the satisfaction of the Company;
 - 13.14.8.7 neglect to pay fees to the Company in respect of services provided by the Company to the PGA Lot; or
 - 13.14.8.8 fail to comply with any statutory requirements in respect of the PGA Lot.
- 13.14.9 In deciding whether or not to grant its approval to non-compliance with any of the matters set out in clause 13.14.8, the Company must consider any By-laws or Rules of the Company which specify the standards for Members to comply with in respect of the following:
- 13.14.9.1 the design of a proposed structure, including the building form, building setbacks, roof materials and pitch, building materials, quality of workmanship and the nature of other improvements;
 - 13.14.9.2 the amenity of the structure and the location of the structure including visual impacts and the impacts of traffic, overshadowing, overlooking, noise and smell;
 - 13.14.9.3 the safety and security of all Sandhurst Club residents;
 - 13.14.9.4 the cost of all services to Resident Members and PGA Members and the benefit of those services to Resident Members and PGA Members;
 - 13.14.9.5 the protection and improvement of the investment of Resident Members and PGA Members;
 - 13.14.9.6 the installation and operation of a 24 hour manned security system in every Residence and commercial structure of the Sandhurst Club, which is centrally linked; and
 - 13.14.9.7 the maintenance and enhancement of a high standard of landscaping for the whole of the Property.
- 13.14.10 If a PGA Member has not complied with clauses 13.14.7 to 13.14.8 inclusive (**Relevant Provisions**) within 14 days after service of a notice by the Company specifying any non-compliance, and the non-compliance relates to performance of any works required to be performed by a PGA

Member pursuant to those clauses, the PGA Member agrees to the following:

- 13.14.10.1 to allow the Company, its employees, contractors, or agents to enter the PGA Lot and rectify the non-compliance;
 - 13.14.10.2 if the Company exercises its power to rectify non-compliance, to pay to the Company any charges levied against the PGA Member in respect of the cost of the works performed as a result of non-compliance which (until paid) are and shall be a charge on the PGA Lot;
 - 13.14.10.3 to accept a certificate signed by the Secretary (or any other authorised representative or employee of the Company) as prima facie proof of the costs and expenses incurred by the Company to rectify the PGA Member's non-compliance with the Relevant Provisions;
 - 13.14.10.4 to pay interest at the rate of 2% above the rate prescribed under the *Penalty Interests Rates Act* 1983 on all moneys outstanding under this clause, until they are paid; and
 - 13.14.10.5 that any payments made for the purposes of this clause shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Company, and then applied in repayment of the principal sum.
- 13.14.11 If a PGA Member has not complied with the notice referred to in clause 13.14.10 within 14 days after service of the notice, the Company may at its discretion and without affecting any other rights it has under clause 13.14.10, take action in a court of competent jurisdiction to compel the PGA Member to comply with the Relevant Provisions.
- 13.14.12 Without limitation to any other remedies the Company may have against that PGA Member, such Member acknowledges and agrees that damages are not an acceptable remedy to a breach of any of the obligations contained in this clause 13, and consents to the Company making application to the court, as referred to in clause 13.14.11, for a mandatory or prohibitory injunction (as the case may be) against that PGA Member to ensure compliance with the above.
- 13.14.13 The Company must not, without a unanimous approval from Members, amend this Constitution in any way so as to reduce or otherwise vary the limitations imposed in clauses 13.14.4 to 13.14.8 inclusive, and clauses 13.14.10 to 13.14.13 inclusive.
- 13.14.14 Without limiting the powers set out in clause 21.1.2.4, the Company may make By-laws and Rules which are enforceable against each PGA Member in respect of any matter concerning a PGA Member's PGA Lot or any other land within the Project.
- 13.14.15 A PGA Member does not have a right to vote at any General Meeting until the Completion Date.

13.15 Developer Membership

- 13.15.1 A Developer Member is not entitled to use the Golf Course, the Clubhouse or the Club Facilities, unless such Developer Member is also a Golf Member.
- 13.15.2 A Developer Member is prohibited from owning a Development Lot unless it also owns the Developer Share to which that Development Lot relates.
- 13.15.3 A Developer Member may only sell, transfer, disclaim or otherwise dispose of (**Transfer**) its Developer Membership, Developer Share or the Development Lot to which the Developer Membership relates, to a third party (**Transferee**) if:
 - 13.15.3.1 the Transferee is also the transferee from the Developer Member of the Developer Membership, Developer Share and the Development Lot to which the Developer Membership relates and in circumstances which comply with the terms of the Restrictive Covenant (whether or not the Restrictive Covenant is enforceable at law); and
 - 13.15.3.2 the Project Developer has provided its prior written consent to the Transfer of the Developer Membership and the Development Lot by the Developer Member to the Transferee.
- 13.15.4 A Developer Member may develop, subdivide or use its Development Lot for the construction of permanent non-transportable private residences, including the development of associated infrastructure, and for purposes ancillary thereto and for no other purpose provided that:
 - 13.15.4.1 all Infrastructure Works are constructed or otherwise undertaken on a Development Lot in accordance with the specifications and standards determined by the Board in respect of a Development Lot from time to time;
 - 13.15.4.2 the Developer Member must construct or otherwise undertake on the Development Lot and at its own cost, such Optical Infrastructure Works and Recycled Water Infrastructure Works as requested by the Board in writing from time to time; and
 - 13.15.4.3 all Optical Infrastructure Works and Recycled Water Infrastructure Works:
 - 13.15.4.3.1 are approved in writing by the Project Developer prior to being constructed or otherwise undertaken on a Development Lot; and
 - 13.15.4.3.2 are constructed or are otherwise undertaken by a person who has been approved in writing by the Project Developer to construct or perform such works on the relevant Development Lot.

- 13.15.5 A Developer Member is prohibited from developing, subdividing, or using its Development Lot for the construction and/or development of commercial, retail or recreational facilities.
- 13.15.6 If a Developer Member subdivides its Development Lot, then upon the registration of any plan of subdivision of the Development Lot:
 - 13.15.6.1 the Developer Member must ensure that any such subdivision is carried out in accordance with Plan of Subdivision PS 500745K (**Plan**);
 - 13.15.6.2 the Developer Member must transfer to the Project Developer, or such other entity as nominated by the Project Developer, all lots designated as 'C' and 'P' lots on the plan of subdivision (in accordance with the Plan) for consideration of \$1.00 for all such lots;
 - 13.15.6.3 the Developer Member must ensure that any contract of sale or other transfer of a Lot to be contains an obligation on the purchaser/transferee of that Lot:
 - 13.15.6.3.1 that the Lot can only be utilised for residential purposes;
 - 13.15.6.3.2 to accept a transfer of the Resident Share and the Resident Membership in respect of that Lot; and
 - 13.15.6.3.3 to impose a similar obligation on any subsequent purchaser/transferee of that Lot;
 - 13.15.6.4 the Developer Member will be deemed to have forfeited its Developer Membership and Developer Share to the Company;
 - 13.15.6.5 the Developer Member will be deemed to have transferred its legal and beneficial interest in all Infrastructure Works, Optical Infrastructure Works and/or Recycled Water Infrastructure Works, that have been constructed or undertaken on the relevant Development Lot, to the Company or its nominee and the Developer Member will be responsible for all costs associated with this transfer, including without limitation stamp duty;
 - 13.15.6.6 the Developer Member will execute all documents and do all other things reasonably required by the Company or its nominee to complete and perfect the transfer referred to in clause 13.15.6.5; and
 - 13.15.6.7 the Company will issue to the Developer Member:
 - 13.15.6.7.1 a Resident Membership and Resident Share for each Lot created by the subdivision of the Development Lot to be utilised for residential purposes; and
 - 13.15.6.7.2 a new Developer Membership for each other Development Lot (if any) created by the plan of

subdivision (in accordance with the plan) that has been registered by the Developer Member.

- 13.15.7 A Developer Member must not do any of the following, except where otherwise permitted by the Board:
- 13.15.7.1 design and construct a Residence or any other improvement on the Development Lot or any Lot created by the subdivision of the Development Lot;
 - 13.15.7.2 operate any mechanical or other equipment on the Development Lot;
 - 13.15.7.3 adversely impact on the amenity of the Development Lot, the neighbourhood of that Development Lot or any other Lot;
 - 13.15.7.4 park any vehicle on the Development Lot or on any road or land in the vicinity of the Development Lot;
 - 13.15.7.5 neglect to maintain any improvements on the Development Lot to the standards required by the Company;
 - 13.15.7.6 fail to install or operate any security monitoring system in any Residence constructed on the Development Lot or a Lot created from the subdivision of the Development Lot, which does not meet standards prescribed by the Board, and which is also not linked to a central monitoring station for the Sandhurst Club as a whole manned 24 hours per day to the satisfaction of the Company;
 - 13.15.7.7 neglect to pay fees to the Company in respect of services provided by the Company to the Development Lot; or
 - 13.15.7.8 fail to comply with any statutory requirements in respect of the Development Lot.
- 13.15.8 In deciding whether or not to grant its approval to non-compliance with any of the matters set out in clause 13.15.7, the Board must consider any By-laws or Rules of the Company which specify the standards for Members to comply with in respect of the following:
- 13.15.8.1 the design of a Residence, including the building form, building setbacks, roof materials and pitch, building materials, quality of workmanship and the nature of other improvements;
 - 13.15.8.2 the amenity of the Residence and the neighbourhood of the Residence including visual impacts and the impacts of traffic, overshadowing, overlooking, noise and smell;
 - 13.15.8.3 the safety and security of all Sandhurst Club residents;
 - 13.15.8.4 the cost of all services to Developer Members and Resident Members and the benefit of those services to Developer Members and Resident Members;

- 13.15.8.5 the protection and improvement of the investment of Developer Members and the Resident Members;
 - 13.15.8.6 the installation and operation of a 24 hour manned security system in every Residence of the Sandhurst Club, which is centrally linked; and
 - 13.15.8.7 the maintenance and enhancement of a high standard of landscaping for the whole of the Property.
- 13.15.9 If a Developer Member has not complied with clauses 13.15.2 to 13.15.7 inclusive (**Relevant Provisions**) within 14 days after service of a notice by the Company specifying any non-compliance, and the non-compliance relates to performance of any works required to be performed by a Developer Member pursuant to those clauses (other than the construction of a Residence), the Developer Member agrees to the following:
- 13.15.10 to allow the Company, its employees, contractors, or agents to enter the Development Lot and rectify the non-compliance;
- 13.15.10.1 if the Company exercises its power to rectify non-compliance, to pay to the Company any charges levied against the Developer Member in respect of the cost of the works performed as a result of non-compliance which (until paid) are and shall be a charge on the Development Lot;
 - 13.15.10.2 to accept a certificate signed by the Secretary (or any other authorised representative or employee of the Company) as prima facie proof of the costs and expenses incurred by the Company to rectify the Developer Member's non-compliance with the Relevant Provisions;
 - 13.15.10.3 to pay interest at the rate of 2% above the rate prescribed under the *Penalty Interests Rates Act* 1983 on all moneys outstanding under this clause, until they are paid; and
 - 13.15.10.4 that any payments made for the purposes of this clause shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Company, and then applied in repayment of the principal sum.
- 13.15.11 If a Developer Member has not complied with the notice referred to in clause 13.15.9 within 14 days after service of the notice, the Company may at its discretion and without affecting any other rights it has under this Constitution, in equity or otherwise at law, take action in a court of competent jurisdiction to compel the Developer Member to comply with the Relevant Provisions.
- 13.15.12 Without limitation to any other remedies the Company may have against that Developer Member, such Member acknowledges and agrees that damages are not an acceptable remedy to a breach of any of the obligations contained in this clause 13.15, and consents to the Company making application to the court, as referred to in clause 13.15.11, for a mandatory or prohibitory injunction (as the case may be) against that Developer Member to ensure compliance with the above.

- 13.15.13 If a Developer Member fails to fulfill any of its obligations under this Constitution, including the payment of any monies payable to the Company, whether in respect of the Membership of the Developer Member or in respect of any other monies payable to the Company including, without limitation, any subscription fee, special levies and charges, then the Developer Member agrees that in addition to the lien over the Membership in favour of the Company under clause 14.1.1, the amount of any monies unpaid and owing to the Company shall be a charge on the Development Lot in favour of the Company and the Developer Member shall consent to the Company lodging a caveat on the registered title to the Development Lot until such time as all monies owing under the charge are paid to the Company.
- 13.15.14 Without limiting the powers set out in clause 21.1.2.4, the Company may make By-laws and Rules which are enforceable against each Developer Member in respect of any matter concerning a Developer Member's Development Lot or any other land within the Project.
- 13.15.15 A Developer Member does not have a right to vote at any General Meeting until the Completion Date.
- 13.15.16 All rights, privileges and prohibitions set out under this Constitution in relation to a Developer Member of Developer Shareholder, including without limitation clauses 13.15.1 to 13.15.16 (inclusive) and any defined terms relating (directly or indirectly) thereto, may be varied or cancelled by a Special Resolution passed at a General Meeting of Members who are entitled to attend and vote at that General Meeting.

13.16 Mid Week Membership

- 13.16.1 Each Mid Week Member is, subject to any other provisions contained in this Constitution, entitled to the rights and privileges, and is bound by all of the obligations, as determined by the Board from time to time, subject to the following:
- 13.16.1.1 a Mid Week Member shall only be permitted to use their Membership to play at the Golf Courses from Monday to Friday each week (including full rights to use the Clubhouse and the Club Facilities), subject to the Board requiring the Golf Courses at any time for the preparation and staging of tournaments, corporate golf days, or for any other Special Purpose;
- 13.16.1.2 a Mid Week Member is exempt from the payment of Green Fees in respect of the Golf Courses for use of the Golf Courses from Monday to Friday each week;
- 13.16.1.3 a Mid Week Member is not entitled to nominate a Nominee;
- 13.16.1.4 a Mid Week Member cannot lease its Membership to any third party;
- 13.16.1.5 may invite Guests to utilise the Golf Courses and the Club Facilities, but only in accordance with the criteria detailed in any By-Law or Rule relating to Guests or rules of play (or

both), and otherwise as the Board determines in its sole discretion;;

- 13.16.1.6 must ensure that the Golf Courses and the Club Facilities utilised by that Mid Week Member or its Guests are used in a manner which is not prejudicial to the interests of other Golf Members, their Guests, or any other Member or person, and agrees to indemnify the Company against any claim for loss, damage, costs and expenses in this regard;
- 13.16.1.7 acknowledges and agrees that any use of the Golf Courses and the Club Facilities by that Mid Week Member or its Guests are strictly at the risk of that Mid Week Member or its Guests. Neither the Company nor the Club will be held liable for any loss (including life) or damage in this regard;
- 13.16.1.8 a Mid Week Member is not permitted, at any time, to transfer or otherwise transmit its Membership in the Company to any third party; and
- 13.16.1.9 Unless otherwise determined by the Board, a Mid Week Member may resign its Membership by giving at least 30 days written notice (**notice period**) to the Company, such resignation to take effect on the next 30 June following the expiration of the notice period.
- 13.16.2 A Mid Week Member is not entitled to attend or vote at any General Meeting, whether before or after the Completion Date.

14. LIENS

14.1 First and Paramount Liens

- 14.1.1 The Company has a first and paramount lien on every Membership (which, in the case of a Member that owns a Share, means the respective Share of that Member):
 - 14.1.1.1 for all moneys payable to the Company (whether presently payable or not) in respect of the Membership; and
 - 14.1.1.2 for all other moneys presently payable to the Company by each and every Member, or by the estate of such a Member, including, without limitation, any Subscription Fee, Special Levies & Charges, Clubhouse Levy or other moneys which the Company may be required by any law or otherwise to pay on account of or in respect of such holder.
- 14.1.2 If a Member fails to fulfill any of its obligations under this Constitution, including the payment of any monies payable to the Company, whether in respect of the Membership of the Member or in respect of any other monies payable to the Company including, without limitation, any subscription fee, special levies and charges or Clubhouse levy, then if such Member has an interest in a Relevant Lot, the Member agrees that in

addition to the lien over the Membership in favour of the Company under clause 14.1.1, the amount of any monies unpaid and owing to the Company shall be a charge on the Relevant Lot in favour of the Company and the Member shall consent to the Company lodging a caveat on the registered title to the Relevant Lot until such time as all monies owing under the charge are paid to the Company.

- 14.1.3 The Board may exempt any Membership, wholly or in part, from the provisions of this clause 14.
- 14.1.4 The Company's lien on a Membership extends to all proceeds of sale of a Membership.

14.2 Sale of Membership on Lien

- 14.2.1 Subject to clause 14.2.2, the Company may sell, in such manner as the Board thinks fit, any Membership on which the Company has a lien, other than in respect of Resident Members. For the purposes of such sale, where necessary, the Membership will be deemed to be held by the Company unless prohibited under the Act.
- 14.2.2 A Membership on which the Company has a lien must not be sold unless:
 - 14.2.2.1 a sum in respect of which the lien exists is presently payable;
 - 14.2.2.2 the Company has, at least 30 days before the date of the sale, given to the relevant Member or such other person known to the Company as being entitled to the Membership by reason of the death, bankruptcy, insolvency or mental incapacity of that Member, a written notice demanding payment of the sum referred to in clause 14.2.2.1; and
 - 14.2.2.3 in respect of Golf Members, the Company also has a right, as attorney or otherwise, to sell the relevant Golf Member's share or membership in Sandhurst Holdings.

14.3 Method of Sale

- 14.3.1 For the purpose of effecting a sale pursuant to clause 14.2.1, the Company may execute a transfer of a Share (or any other document relating to Membership) which is subject to the lien in favour of the person to whom the Membership is sold. The Board may authorise any person to execute such transfer or document.
- 14.3.2 Upon execution of the transfer or other document pursuant to clause 14.3.1, the transferee will be registered as the holder of the Membership which is subject to the lien but is not bound to see to the application of any money paid by the transferee as consideration.
- 14.3.3 The title of the transferee referred to in clause 14.3.2 as registered holder will not be affected by any irregularity or invalidity in connection with the sale of the Membership to that transferee.

14.4 Proceeds of Sale

The proceeds received on a sale pursuant to clause 14.2.1 must be applied by the Company to satisfy all amounts owing by the relevant Member to the Company in respect of the lien, and any residue must be paid to that Member or such other person otherwise entitled to the proceeds.

14.5 Protection of Company's Lien

The Company may do anything that may lawfully be done to protect any lien the Company has in respect of a Membership.

15. SUSPENSION OR FORFEITURE OF MEMBERSHIP

15.1 Suspension

The Board may suspend a Membership for any period of time it determines if, at any time:

- 15.1.1 the Board forms the view that the Member to which that Membership relates has acted in a way unbecoming of a Member;
- 15.1.2 the Member owes any money to the Company for a period of at least 30 days including, without limitation, in relation to unpaid Subscription Fees, Special Levies & Charges or the Clubhouse Levy;
- 15.1.3 the Member breaches any provision of this Constitution; or
- 15.1.4 upon application by a Member in the following circumstances:
 - 15.1.4.1 the Member's usual place of abode changes to state outside of the State of Victoria;
 - 15.1.4.2 the Member suffers financial hardship; or
 - 15.1.4.3 the Member becomes ill or disabled in anyway.
- 15.1.5 Suspension of a Member's Membership pursuant to clause 15.1.4 shall be at the discretion of the Board, and any application made by a Member for suspension must be supported by such information and documentary evidence as the Board reasonably requires.
- 15.1.6 In the event of a suspension of a Member's Membership pursuant to clause 15.1.4, the Board may grant such member certain privileges or rights, including uses of the facilities, on such conditions as the Board shall determine, including requiring the payment of any fee or levy by the Member for the benefit of such rights or privileges
- 15.1.7 During the period of any suspension pursuant to clause 15.1.4 the Member's voting rights (if any) attached to that Member's Share shall be suspended, and such Member shall be prohibited from voting at any General Meeting.

15.2 Forfeiture

15.2.1 If, for any reason and at any time, any of the following arises, then upon written notice from the Company the Membership of a Golf Member will be forfeited immediately without compensation by the Company to that Member, and that Member will at that time be removed from the Register of Members:

- 15.2.1.1 the Member ceases to satisfy the Membership Qualification;
- 15.2.1.2 the Subscription Fees or Clubhouse Levy of the Member remain unpaid for a period greater than 3 months and the Member fails to make a suitable arrangement with the Company in respect of the payment of all outstanding amounts; or
- 15.2.1.3 the Member, following a period of suspension under clauses 15.1.1, 15.1.2, or 15.1.3, continues to act in a manner unbecoming of a Member.

15.3 Reinstatement

The Board may, at any time and under any conditions it determines (including the payment of a reinstatement fee), and without giving reasons, reinstate the Membership of a Member following suspension or forfeiture under clauses 15.1 and 15.2 respectively.

15.4 Cancellation of Membership and Transfer of shares in Sandhurst Holdings

Where the Membership of a Member (Defaulting Member) is suspended or forfeited under this clause 15, notwithstanding clause 15.3 the Board may at its discretion give notice to the Defaulting Member of conditions that it determines must be satisfied by the Defaulting Member for the Defaulting Member's Membership to be reinstated. If a Defaulting Member does not, in the discretion of the Board, satisfy the conditions for reinstatement of Membership as determined by the Board, the Defaulting Member shall be deemed, at the election of the Board, to have cancelled the Defaulting Member's Membership and to have offered to transfer the Defaulting Member's share in Sandhurst Holdings in accordance with the provisions of clause 15.1.2(c) of the Sandhurst Holdings Constitution for nil consideration (**Transfer Notice**). The Defaulting Member consents to and appoints any member of the Board or Officer of the Company as the Defaulting Member's attorney to execute any share transfer or other document necessary to give effect to the Transfer Notice. Further, the Company may sell or otherwise deal with the Member's Membership in accordance with clause 14.2.

16. TRANSFER OF MEMBERSHIPS

16.1 General

16.1.1 Subject to any requirements under the Act and this Constitution, only a Member who owns a Share may transfer its Membership (which includes that Member's respective Share) to a third party, but the Company must not register or give effect to such transfer unless otherwise permitted in

this Constitution and the provisions of clause 16.2 have been complied with.

- 16.1.2 An Individual Shareholder Member, Family Shareholder Member and Corporate Member cannot dispose of its Membership other than in accordance with the process contained in clause 13.3.1.9 or 15.4.
- 16.1.3 Upon the transfer of a Member's share in Sandhurst Holdings (Sandhurst Share) governed by the process contained in clause 13.3.1.9(a), the Membership of that Member will be cancelled (and all of the rights relating to that Membership, including also in relation to Nominees, will cease) and a new Membership, being the same type of Membership that was previously held by the relevant transferor of the respective Sandhurst Share (unless otherwise approved by the Board in its sole discretion), will be granted to the transferee of the respective Sandhurst Share subject to approval of that transferee's application by the Board.
- 16.1.4 Upon the transfer of a Member's share in Sandhurst Holdings (Sandhurst Share) under clause 13.3.1.9(b), the Membership of that Member will be cancelled (and all of the rights relating to that Membership, including also in relation to Nominees, will cease) unless otherwise determined by the Board in its sole discretion.
- 16.1.5 The Transfer of a Resident Membership under clause 13.2.4 must be conducted in accordance with procedure established by the Board from time to time for Transferring Resident Memberships.

16.2 Procedure for Registration

The instrument of transfer must comply with the following to be in registrable form:

- 16.2.1 in a form that is approved by the Board;
- 16.2.2 executed by or on behalf of both the transferor and the transferee, and in the case of joint holders, the instrument must be executed by or on behalf of all the holders;
- 16.2.3 duly stamped (if required by law); and
- 16.2.4 deposited at the Registered Office (marked to the attention of the Secretary) together with:
 - 16.2.4.1 such transfer fee determined by the Board not exceeding any amount prescribed under the Act;
 - 16.2.4.2 all Certificates relating to the Membership transferred (and if any such Certificate is lost or destroyed, the replacement of that Certificate); and
 - 16.2.4.3 any other information as may be required by the Board including, without limitation, to enable the Board to establish the right of the transferor to make such transfer.

16.3 Board's Discretion

The Board may in its absolute discretion:

- 16.3.1 refuse to register any transfer of a Membership without being bound to assign any reason for such refusal; and
- 16.3.2 decline to register a transfer of a Membership on which the Company has a lien or which is not accompanied by the Certificate to which the transfer relates.

16.4 Transfer of Title

A transferor of a Membership remains the registered holder of the Membership transferred until the transfer is registered, and the name of the transferee is entered in the Register of Members in respect of the Membership transferred.

16.5 Closure of Register

Subject to any restrictions under the Act, the registration of any transfer of a Membership may be suspended at such time, or for such period of time, as the Board may determine provided that such suspension does not exceed in aggregate 30 days in any year.

16.6 Instruments of Transfer

All instruments of Membership transfer which are registered by the Company will be retained by the Company, and all instruments of Membership transfer which the Board has refused to register must, except in the case of fraud, be returned to the persons who deposited such instruments with the Company.

17. TRANSMISSION OF MEMBERSHIP

17.1 General

17.1.1 On the death of any Resident Member:

17.1.1.1 the surviving holder, where the deceased was a joint holder;
or

17.1.1.2 the legal personal representative, where the deceased was the sole holder,

is the only person recognised by the Company as having any title to the deceased's interest in the Resident Membership held by the deceased. Despite any recognition of the surviving holder in respect of a Resident Membership jointly held, the estate of the deceased joint holder is not released from any liability in respect of such Resident Membership.

17.1.2 On the death of any Golf Member, Honorary Member or Manager Member:

17.1.2.1 the respective Membership shall be cancelled;

- 17.1.2.2 the estate of the deceased holder will be liable to pay any outstanding monies due and payable to the Company in respect of the cancelled Membership; and
- 17.1.2.3 in the case of a Golf Member, being an Individual Shareholder Member or a Family Shareholder Member, the succeeding holder of the respective share of that Member in the capital of Sandhurst Holdings must lodge an Application with the Company and apply for a new Membership under this Constitution in respect of that share.
- 17.1.3 On the death of any Developer Member:
 - 17.1.3.1 the surviving holder, where the deceased was a joint holder; or
 - 17.1.3.2 the legal personal representative, where the deceased was the sole holder,

is the only person recognised by the Company as having any title to the deceased's interest in the Developer Membership held by the deceased. Despite any recognition of the surviving holder in respect of a Developer Membership jointly held, the estate of the deceased joint holder is not released from any liability in respect of such Developer Membership.

17.2 Registration of Transmission

- 17.2.1 Subject to the requirements of any law, the person becoming entitled to any Resident Membership in consequence of the death, bankruptcy, insolvency or any other incapacity of a Resident Member may, upon producing such information as is properly required by the Board, elect either to be personally registered as the holder of the Resident Membership or to nominate another person to be registered.
- 17.2.2 Where the person becoming entitled to any Resident Membership pursuant to clause 17.1.1 elects to be personally registered as the holder of the Resident Membership, the person must give to the Company a signed written notice of the election.
- 17.2.3 Where the person becoming entitled to any Resident Membership pursuant to clause 17.1.1 elects to nominate another person to be registered as the holder of the Resident Membership, that person must transfer that Resident Membership to the nominated person in accordance with the relevant provisions of this Constitution.
- 17.2.4 Where any Golf Member, Honorary Member, Manager Member or Developer Member becomes bankrupt, insolvent or suffers from any other incapacity:
 - 17.2.4.1 the respective Membership shall be cancelled;
 - 17.2.4.2 the person who held the Membership will still be liable to pay any outstanding monies due and payable to the Company in respect of the cancelled Membership; and

- 17.2.4.3 in the case of a Golf Member, being an Individual Shareholder Member or a Family Shareholder Member, the succeeding holder of the respective share of that Member in the capital of Sandhurst Holdings must lodge an Application with the Company and apply for a new Membership under this Constitution in respect of that share.

18. GENERAL MEETINGS

18.1 Annual General Meeting

- 18.1.1 Subject to any requirement under the Act, the Company must (except when it has only one Member) hold an AGM at least once in each calendar year except that the AGM must be held within five months after the end of the Company's financial year.
- 18.1.2 An AGM is to be held in addition to any other General Meetings which may be held in a calendar year, and will be held at such time and place as the Board may determine.
- 18.1.3 The business of an AGM may include any of the following, whether or not such matters are referred to in the notice calling the AGM:
- 18.1.3.1 the consideration of the annual financial report of the Company, the Directors' report and the Auditor's report;
 - 18.1.3.2 the election of Directors;
 - 18.1.3.3 the appointment of the Auditor; and
 - 18.1.3.4 the fixing of the Auditor's remuneration.
- 18.1.4 Subject to any requirements under the Act, the chair of an AGM must allow a reasonable opportunity for the Members as a whole at the AGM to ask questions about or make comments on the management of the Company.
- 18.1.5 Subject to any requirements under the Act, where the Auditor or its representative is present at an AGM, the chair of the AGM must allow a reasonable opportunity for the Members as a whole at the AGM to ask the Auditor or its representative questions relevant to:
- 18.1.5.1 the conduct of the Company's audit as detailed in the Auditor's report; and
 - 18.1.5.2 the preparation and content of the Auditor's report.

18.2 General Meeting other than AGM

A General Meeting (other than an AGM) may be convened by any Director at such time and such place as the Director thinks fit, but must be convened at such other times and in such manner as required under the Act (if any). In any case, a General Meeting may only be held for a proper purpose and at a reasonable time and place. Members may also convene a General Meeting, but only in accordance with the Act.

18.3 Notice of General Meeting

18.3.1 Subject to any requirement of the Act, at least 21 days' written notice must be given of any General Meeting. However, the Company may call on shorter notice:

18.3.1.1 any AGM, if all the Members entitled to attend and vote at the AGM agree beforehand; and

18.3.1.2 any other General Meeting, if Members with at least 95% of the votes that may be cast at the General Meeting agree beforehand,

except any General Meeting at which a resolution will be moved to:

18.3.1.3 remove a Director or appoint a Director in place of a Director who has been removed; or

18.3.1.4 to remove an Auditor pursuant to section 329 of the Act.

18.3.2 Subject to any restrictions under the Act, any General Meeting or any proceeding at such meeting is not invalidated merely because of:

18.3.2.1 an accidental omission to give a notice of the meeting;

18.3.2.2 the non-receipt of such notice by any person entitled to that notice; or

18.3.2.3 a defect in the notice given.

18.3.3 Written notice of a General Meeting pursuant to clause 18.3.1 must be given individually to:

18.3.3.1 each Member entitled to attend and vote at the meeting and in the case of joint holders, to the joint holder whose name appears first in the Register of Members in respect of the Membership jointly held;

18.3.3.2 each Director;

18.3.3.3 each Auditor; and

18.3.3.4 every person known to the Company as being entitled to a Membership in consequence of the death, bankruptcy or mental incapacity of a Member who would otherwise be entitled to receive notice of the meeting.

18.3.4 Each notice of a General Meeting given pursuant to clause 18.3.3 must:

18.3.4.1 detail the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this;

18.3.4.2 state the general nature of the business of the meeting;

- 18.3.4.3 where a Special Resolution of the Company is to be moved at the meeting, state the Special Resolution and the intention to move that Special Resolution at the meeting;
- 18.3.4.4 where a Member is entitled to appoint a proxy, contain a statement that the Member has a right to appoint a proxy, that the proxy does not have to be a Member, and where the Member is entitled to cast two or more votes, that Member may appoint two or more proxies but must specify the proportion or number of votes each proxy is appointed to exercise; and
- 18.3.4.5 comply with any other disclosure requirements under the Act.

18.4 Cancellation of Meeting

Subject to any restrictions under the Act, the Board may, as it sees fit, cancel a General Meeting before the meeting is held.

19. PROCEEDINGS AT GENERAL MEETINGS

19.1 General

- 19.1.1 A General Meeting may be held at two or more venues using any technology or electronic means that gives the Members as a whole at the meeting a reasonable opportunity to participate.
- 19.1.2 Subject to any requirements under the Act, the quorum required to hold a General Meeting is two Members (up to the Completion Date, then three Members after this date), who are entitled to vote on any business transacted at the meeting (except when the Company has only one Member in which case the quorum is constituted by that sole Member), and no business can be transacted at the meeting without the presence of the quorum.
- 19.1.3 For the purpose of determining whether a quorum is present, any person attending as a proxy or as a representative of a Member is deemed to be a Member except:
 - 19.1.3.1 where the Member has appointed two or more proxies or representatives, then only one of them is counted; and
 - 19.1.3.2 where the Member is attending both in the Member's own capacity and as proxy or representative of another Member, then that Member's attendance is counted only once.

19.2 Quorum Not Present

- 19.2.1 Where a quorum is not present within 30 minutes from the time appointed for a General Meeting:
 - 19.2.1.1 the meeting will be dissolved if it was convened upon the requisition of Members; and

- 19.2.1.2 in any other case, the meeting stands adjourned to such day, such time and such place as the Board may determine, or otherwise, to the same day in the following week at the same time and place.
- 19.2.2 Where at a meeting resumed after an adjournment, a quorum is not present within 30 minutes from the time appointed for the meeting, that meeting will be dissolved.
- 19.2.3 Where any General Meeting is held at two or more venues by electronic means or other technology and there is a failure of the electronic means or other technology, which prevents any or all of the Members present from participating in the meeting, that meeting will be adjourned until the failure is rectified. If rectification is not possible within 60 minutes of the initial failure, the chair of the meeting must adjourn the meeting until such date and such time that the chair considers it possible to give the Members as a whole a reasonable opportunity to participate in that meeting.

19.3 Chair of Meetings

- 19.3.1 Where the Board has elected one of the Directors to chair all meetings of the Board, that chair is entitled to preside as chair at every General Meeting.
- 19.3.2 Where at a General Meeting:
 - 19.3.2.1 a chair has not been appointed pursuant to clause 19.3.1; or
 - 19.3.2.2 the chair appointed pursuant to clause 19.3.1 is either not present within 15 minutes after the time appointed for the holding of the meeting, or is unwilling to act,

the Members present will elect one of the Directors present, and if no Director is present or no Director is willing to act, then one of their own number, to chair the meeting.

19.4 Adjournment of Meeting

- 19.4.1 The chair of a General Meeting may, with the consent of the meeting (at which a quorum is present), adjourn that meeting from time to time and from place to place, but the chair must adjourn that meeting if directed by the meeting. Only the business left unfinished at the meeting as adjourned may be transacted at the resumed meeting.
- 19.4.2 Where a General Meeting is adjourned for 30 days or more, notice of the meeting to be resumed must be given as in the case of an original meeting. However, any resolution passed at the meeting resumed is passed on the day it was passed.
- 19.4.3 Except as provided in clause 19.4.2, it is not necessary to give notice of any adjournment or of the business to be transacted at any meeting to be resumed after an adjournment.

19.5 Resolutions at Meetings

- 19.5.1 Any resolution put to the vote of a General Meeting will be decided on a show of hands unless a poll is properly demanded.
- 19.5.2 Unless a poll is properly demanded, a declaration by the chair that a resolution has on a show of hands been carried by a particular majority or unanimously, or lost, which is confirmed by an entry to that effect in the minutes of the meeting, is conclusive evidence of the result without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 19.5.3 Subject to any prohibition under the Act, where the Company has only one Member and that Member records in the minutes of Company's meetings a decision to a particular effect, that Member's decision as recorded is deemed to be a resolution of the Company passed at a General Meeting.

19.6 Poll at Meetings

- 19.6.1 Subject to any requirements under the Act, a poll may be demanded by:
 - 19.6.1.1 the chair of the meeting;
 - 19.6.1.2 at least five Members entitled to vote on the resolution at the meeting; or
 - 19.6.1.3 Members with at least 5% of the votes that may be cast on the resolution on a poll. The percentage of votes that Members have is to be worked out as at midnight the day before the poll is demanded.
- 19.6.2 Subject to any requirements under the Act, a poll may be demanded:
 - 19.6.2.1 before a vote is taken;
 - 19.6.2.2 before the results from a vote on a show of hands are declared; or
 - 19.6.2.3 immediately after the results from a vote on a show of hands are declared,

and the demand for the poll may be withdrawn before the poll is taken.
- 19.6.3 Where a poll is duly demanded at any General Meeting, it must be taken when and in such manner (subject to clause 19.6.4) as the chair of the meeting directs, and the result of the poll will constitute a resolution of the meeting at which the poll was demanded.
- 19.6.4 Any poll demanded on the election of a chair of any General Meeting, or on a question of adjournment of a General Meeting, must be taken immediately.

19.7 Votes

- 19.7.1 Subject to any requirements under the Act, each Member entitled to vote, as detailed in clause 13, is entitled to one vote in respect of a show of hands or on a poll.
- 19.7.2 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting has a casting vote in addition to any deliberative vote which the chair has.
- 19.7.3 Where a Membership is jointly held, only the vote of the registered holder whose name appears first in the Register of Members in respect of that Membership will be counted, whether such vote is taken in person or as provided otherwise in this Constitution.
- 19.7.4 Where a Member becomes mentally incapacitated or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, the person who in such event, by the operation of law, has the management of that Member's estate, and upon producing such information as may be properly required by the Board to show this, may exercise any rights (including the right to vote) which could otherwise be exercised by that Member in relation to any General Meeting.
- 19.7.5 Despite anything contained in this Constitution, no Member is entitled to vote at any General Meeting unless all sums presently payable in respect of that Member's Membership have been paid.
- 19.7.6 Any objection to the qualification of a Member's vote may only be raised at the meeting at which the vote objected to is given or tendered. Such objection will be referred to the chair of the meeting and the decision of the chair will be final. For clarity, a vote which has been objected against but is not disallowed, is valid for all purposes.
- 19.7.7 Any Member present in person at any General Meeting may abstain from voting on any question put to the meeting, but will not, because of this action be considered absent from the meeting.

19.8 Proxies

- 19.8.1 The appointment of a proxy is valid where substantially similar to the form detailed below (or any other form prescribed by the Board) and signed by the Member (or an authorised attorney), such form being subject to any requirements under the Act including, without limitation, the requirements of section 250A(1) of the Act.

PROXY FORM

I/We, [name of Member] of [address of Member] being a member of Sandhurst Club Limited, hereby appoint:

- (a) *[proxy's name or name of office held] of [proxy's address] as my/our proxy to vote for me/us on my/our behalf in respect of [number of] per cent of my/our voting rights in the Company; and*

- (b) *[if there is another proxy, that proxy's name or name of office held] of [that proxy's address] as my/our proxy to vote for me/us on my/our behalf in respect of [number of] per cent of my/our voting rights in the Company;*

or failing my/our proxy or proxies to vote, hereby appoint:

- (c) *the chair of the meeting as my/our proxy to vote for me/us on my/our behalf,*

in each case at the annual general meeting/general meeting of the Company to be held on the [date of meeting] and at any adjournment of that meeting.

If applicable, this form is to be used in favour of/against the resolution to [state the resolution].

[the date and the signature of the Member]

- 19.8.2 A proxy need not be a Member and nothing in clause 13 as prohibiting any Member specified therein as not entitled to vote at a General Meeting shall be interpreted as limiting such persons from being appointed as and voting in accordance with a validly held proxy.
- 19.8.3 The appointment of a proxy may specify the way in which the proxy is to vote on any particular resolution and, where specified, the proxy is only entitled to vote on the resolution as specified.
- 19.8.4 A proxy duly appointed has the same rights as the appointor (subject to the terms of the proxy's appointment) to speak and vote at any General Meeting. Such rights are suspended while the appointor is present at the meeting to exercise those rights.
- 19.8.5 For the appointment of a proxy to be effective for a General Meeting, the following documents must be received by the Company at least 48 hours before the meeting (or in the case of a meeting adjourned, before the meeting is resumed):
- 19.8.5.1 the proxy's appointment pursuant to clause 19.8.1; and
 - 19.8.5.2 where the appointment is signed by an authorised attorney, the authority under which the appointment was signed or a certified copy of the authority,
- 19.8.6 For the purposes of clause 19.8.5, the proxy's appointment, and authority of attorney (if any), must be received by the Company at:
- 19.8.6.1 the Registered Office;
 - 19.8.6.2 a fax number at the Registered Office; or
 - 19.8.6.3 a place, fax number or electronic address specified for such purpose in the notice of meeting.
- 19.8.7 A Member who is not entitled to vote on a resolution may vote as a proxy for another Member who is entitled to vote on the resolution if their

appointment specifies that they are to vote on the resolution and they vote that way.

- 19.8.8 Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes, the appointor:

- 19.8.8.1 dies or is mentally incapacitated;
- 19.8.8.2 revokes the proxy's appointment;
- 19.8.8.3 revokes the authority under which the proxy was appointed by a third party; or
- 19.8.8.4 transfers the Membership in respect of which the proxy was given.

19.9 Representative and Attorney

- 19.9.1 Any Member which is incorporated may appoint any natural person as that Member's representative to exercise all or any of the powers of that Member:

- 19.9.1.1 at any General Meeting;
- 19.9.1.2 at any meeting of creditors or debenture holders; or
- 19.9.1.3 relating to any resolution of the Company which can be passed without holding a General Meeting.

Such appointment may be a standing one, and may detail certain restrictions on such powers exercisable by the representative.

- 19.9.2 More than one representative may be appointed pursuant to clause 19.9.1, but only one of them may exercise any power of the appointor at any one time. Where there is more than one representative at any General Meeting, the chair of the meeting will conclusively decide which of the representatives will represent the appointor in respect of any proceeding of the meeting.

- 19.9.3 Any Member who is a natural person may, by power of attorney lawfully executed, appoint any natural person as attorney to act on behalf of the Member to do anything that the Member may lawfully do as a Member including, without limitation, the appointment of a proxy.

- 19.9.4 For the appointment of an attorney to be effective for any General Meeting, such power of attorney or authority must be received by the Company at least 48 hours before the meeting, or in the case of a meeting adjourned, before the meeting is resumed, at:

- 19.9.4.1 the Registered Office;
- 19.9.4.2 a fax number at the Registered Office; or
- 19.9.4.3 a place, fax number or electronic address specified for such purpose in the notice of meeting.

19.10 Direct Voting

- 19.10.1 Despite any other provision of this Constitution, the Board may determine that, at any General Meeting, a Member who is entitled to attend and vote at that meeting is entitled to a direct vote.
- 19.10.2 A direct vote includes a vote delivered to the Company by hand, post, facsimile transmission or other electronic means approved by the Board.
- 19.10.3 The Board may prescribe rules to govern direct voting including rules specifying the form, method and timing of giving the direct vote in order for the vote to be valid.

20. DIRECTORS OF THE COMPANY

20.1 General

- 20.1.1 Subject to any requirements under the Act, the Company must at all times have at least 3 Directors (not including any Alternate Director) of whom 2 must ordinarily reside in Australia.
- 20.1.2 Subject to clause 20.1.1, the number of Directors will be determined by the Board and in the absence of such decision, will be a minimum of 3 Directors (not including any Alternate Director) and a maximum of 9 Directors (not including any Alternate Director).
- 20.1.3 Despite clause 20.1.2 but subject to clause 20.1.4, the Company may pass a resolution at a General Meeting to increase or reduce the number of Directors.
- 20.1.4 The Company may pass a resolution at a General Meeting to appoint any natural person as a Director (other than an Alternate Director) provided that a motion for the appointment of two or more such Directors by a single resolution must not be moved, unless a resolution that such motion be put has first been unanimously passed at the meeting.
- 20.1.5 Any nomination for election to the office of Director must be made in writing and lodged with the Company at least 20 business days before the date of the election.

20.2 Tenure of Office

- 20.2.1 Subject to clause 20.2.2, all of the Directors in office as at the Completion Date will remain in office until the second AGM following the Completion Date (Relevant AGM), subject to their right to resign from office. At that AGM, and each subsequent AGM, one-third of the Board for the time being, or if the number on the Board is not three or a multiple of three, the number nearest to one-third, will retire from the office of Director
- 20.2.2 A Director retiring pursuant to clause 20.2.1 is eligible for re-election.

20.2.3 Subject to clauses 20.2.4 and 20.3.2, the Directors to retire at an AGM (other than at the Relevant AGM) will be those who have been longest in office since their last election but as between persons who became Directors on the same day, those of them to retire will be decided by lot unless they agree among themselves.

20.2.4 At a General Meeting at which a Director retires, the Company may elect another person to fill that office. Where no such person is elected and the retiring Director offers to stand for re-election at the meeting, the retiring Director will be deemed, subject to any restrictions under the Act, to have been re-elected unless:

20.2.4.1 the meeting has resolved not to fill the office; or

20.2.4.2 a resolution to re-elect that retiring Director has been put at the meeting and lost.

20.3 Additional or Casual Director

20.3.1 The Board, or the Company at a General Meeting, may at any time appoint any natural person as a Director (other than an Alternate Director) to fill a casual vacancy on the Board or as an additional member of the existing Board, provided that the total number of Directors after such appointment does not exceed the maximum number (if any) determined in accordance with clauses 20.1.2 or 20.1.3.

20.3.2 Any Director appointed pursuant to clause 20.3.1 will only hold office until the next following AGM, but will be eligible for re-election. Such Director is not to be taken into account for the purposes of clause 20.2.3.

20.4 Membership Qualification of a Director

There is no Share qualification for Directors unless the Company at a General Meeting determines otherwise. However, a Director will be deemed, and agrees at all times whilst he or she is a Director to remain, a Manager Member until such time as the Completion Date. Thereafter a Director need not be a Member.

20.5 Removal of Director

20.5.1 Subject to clause 20.5.2 and any requirements of this Constitution or the Act, the Company may remove any Director before the expiration of that Director's tenure of office, and may elect another person to fill that office. A Relevant Director must not be removed prior to the Completion Date, unless the Board determines otherwise by a majority vote.

20.5.2 Where a Director removed pursuant to clause 20.5.1 was appointed to represent the interests of a particular class or classes of Members or debenture holders, the resolution of the Company to remove the Director does not take effect until a successor has been appointed to represent those interests.

20.6 Vacation of Office

20.6.1 In addition to any provisions under the Act regarding the circumstances in which the office of Director is vacated, the office of Director will be vacated if the Director:

- 20.6.1.1 ceases to meet the Membership Qualification;
- 20.6.1.2 becomes mentally incapacitated or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- 20.6.1.3 resigns the office by giving at least thirty days' written notice to the Company (or in the case of a Relevant Member, six months);
- 20.6.1.4 is absent, without the consent of the Board, from meetings of the Board held during a continuous period of six months or more, subject to any attendance by an Alternate Director appointed by that Director, which is deemed to have been attendance by that Director;
- 20.6.1.5 dies or becomes bankrupt;
- 20.6.1.6 subject to clause 20.7, is interested in any operation, contract, undertaking or business arrangement in which the Company is engaged or concerned, and fails to disclose such interest to the Company as required by any law;
- 20.6.1.7 is removed as a Director pursuant to clause 20.5.1; or
- 20.6.1.8 becomes disqualified under the Act from holding office.

20.7 Conflict of Interest

- 20.7.1 Subject to any restrictions under the Act, and despite any rule of law or equity providing differently, a Director may in another capacity:
 - 20.7.1.1 be appointed to any office or place of profit in the Company; or
 - 20.7.1.2 be interested in any operation, contract, undertaking or business arrangement in which the Company may be engaged or concerned,

provided that the Director has, subject to any requirements under the Act, at the relevant time fully and fairly disclosed any relevant interest at a meeting of the Board.

- 20.7.2 No Director may vote on any resolution of Directors relating to any operation, contract, undertaking or business engagement referred to in clause 20.7.1.2, or in any other matter in which the Director has a material personal interest, unless the Board resolves otherwise (if permitted under the Act). In addition, unless the Board resolves otherwise (if permitted under the Act), such Director must not be present whilst a resolution or such matter is being considered by the Board, unless the Board (excluding that Director) pass a resolution:
 - 20.7.2.1 specifying the name of that Director, the subject matter and the nature and extent of the interest of that Director and its relation to the affairs of the Company; and

- 20.7.2.2 declaring that the Board is satisfied that such interest as specified should not, in the opinion of the Board, disqualify that Director from considering or voting on that subject matter.

21. POWERS AND DUTIES OF DIRECTORS

21.1 General

- 21.1.1 Subject to the provisions of this Constitution and the Act, any business of the Company will be managed by the Board. The Board may pay all expenses incurred in promoting and furthering the Company's business, and may exercise all such powers of the Company as are not required to be exercised by the Company at a General Meeting.
- 21.1.2 Without limiting the operation of clause 21.1.1, the Board may exercise any of the following powers as the Board sees fit:
- 21.1.2.1 power to raise or borrow money for the purposes of the Company;
 - 21.1.2.2 power to charge any property or business of the Company;
 - 21.1.2.3 power to issue debentures or give any other security for any debt, liability or obligation of the Company or of any other person; and
 - 21.1.2.4 power to make By-laws and Rules for the management and operation of the Company.

21.2 Appointment of Company's Attorney

- 21.2.1 Subject to any limitations in the Act, the Board may, by power of attorney lawfully executed, appoint any natural person as the Company's attorney or agent for such purposes and with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Board), for such period of time and subject to such conditions, as the Board sees fit.
- 21.2.2 Any power of attorney pursuant to clause 21.2.1 may contain provisions for the protection and convenience of persons dealing with the attorney as the Board thinks fit, and may authorise the attorney to delegate, subject to any restrictions in this Constitution or the Act, all or any of the powers, authorities and discretions vested in the attorney.

21.3 Execution of Cheques and Bills of Exchange

All cheques, promissory notes, bank drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two Directors or in such other manner as the Board may determine.

21.4 Register of Charges

The Board must cause a proper register to be kept in accordance with the Act of all mortgages and charges specifically affecting the Company's property, and all the requirements of the Act pertaining to the registration of such mortgages and charges must be complied with.

21.5 Delegation

21.5.1 General

Subject to any restrictions in this Constitution or the Act, the Board may delegate any of its powers to any Director or Committee (in addition to the Committee of Directors referred to in clause 22.6), but such delegated powers must be exercised in accordance with any directions of the Board.

21.5.2 Resident Members' Committee

The Company will establish a Resident Members' Committee at such time and in accordance with such processes and procedures that it deems appropriate (including without limitation the process for accepting nominations and appointing Resident Members to the Committee) which will have the following features and functions:

- 21.5.2.1 the Committee will comprise at least four Resident Members nominated by the Resident Members and with whom the Company must consult in respect of issues concerning Resident Membership, including the passing of any resolution of the Company or otherwise that may affect the Membership of a Resident Member;
- 21.5.2.2 subject to clause 21.5.2.3 each member of the Committee will be appointed by the Company for a period of twelve months and is eligible for reappointment; and
- 21.5.2.3 the Board may remove a Member from his or her position as a member of the Committee upon providing that Member with 14 days written notice without providing any reasons; and
- 21.5.2.4 if a member of the Committee ceases to be a Member, the remaining members of the Committee may appoint a successor.

21.5.3 Golf Members' Committee

The Company will establish at such time that it deems appropriate a Golf Members' Committee, which will have the following features and functions:

- 21.5.3.1 the Committee will comprise at least four Golf Members nominated by the Golf Members and with whom the Company must consult in respect of issues concerning Golf Membership, including the passing of any resolution of the Company or otherwise that may affect the Membership of a Golf Member; and

- 21.5.3.2 clauses 21.5.2.2, 21.5.2.3 and 21.5.2.4 shall apply equally to the Golf Members' Committee.

21.6 Valid Appointment

Subject to any restrictions under the Act, the actions of any Director are valid despite any defect that may afterwards be discovered in the appointment or qualification of the Director, and the resolutions passed by that Director are deemed to be valid.

22. PROCEEDINGS OF BOARD MEETINGS

22.1 General

- 22.1.1 The Board may meet to dispatch business, adjourn and otherwise regulate its meetings as it sees fit.
- 22.1.2 Subject to any requirements under the Act, any Director may at any time convene a meeting of the Board, but a Secretary must convene such meeting at the request of the Director or the Board, provided that reasonable notice of the meeting (which need not be in writing) has been given to each and every Director, except any Director who is known to the Company to be beyond the reach of communication.
- 22.1.3 Any meeting of the Board may be held at two or more venues using any technology or electronic means consented to by all the Directors and such consent has not been withdrawn by any Director at least two days before the meeting concerned is held.
- 22.1.4 Where any meeting of the Board is held at two or more venues by electronic means or other technology, and there is a failure of the electronic means or that technology which prevents any or all of the Directors present from participating in the meeting, the meeting will be adjourned until the failure is rectified. If rectification is not achieved or possible within sixty minutes of the initial failure, the Directors present who are able to communicate with one another must adjourn the meeting until such date and such time as the chair of the meeting considers possible and practicable to give the Directors as a whole at the meeting to be resumed a reasonable opportunity to participate in that meeting.

22.2 Quorum

Subject to any requirements under the Act, the Board may determine the quorum for its meetings, provided that such quorum must constitute at least two Directors (including any Alternate Director) who are entitled to vote on any business to be transacted at the meeting, and in the absence of such determination the quorum will be three such Directors. The quorum must be present at all times to transact any business of the meeting.

22.3 Vacancies

In the event of any vacancy in the office of Director, the remaining Directors may hold a meeting of the Board to transact any business but if the number of such remaining Directors is not sufficient to constitute a quorum, they may only hold the meeting to:

- 22.3.1 increase the number of Directors (pursuant to clause 20.3) to a number sufficient to constitute a quorum; or
- 22.3.2 convene a General Meeting.

22.4 Chair

- 22.4.1 The Directors will elect one of their number to chair all the meetings of the Board and may determine the period of that privilege.
- 22.4.2 Where at a meeting of the Board:
 - 22.4.2.1 a chair has not been elected pursuant to clause 22.4.1; or
 - 22.4.2.2 the chair is not present within 15 minutes after the time appointed for the holding of the meeting, or is unwilling to act,

the Directors present will elect one of their number to chair the meeting.

22.5 Decisions of the Board

- 22.5.1 Subject to any requirements in this Constitution or the Act, any question arising at any meeting of the Board will be decided by a simple majority of votes of the Directors who are present at the meeting and entitled to vote in relation to the question. Such resolution passed is deemed to be the decision of the Board as a whole.
- 22.5.2 In case of an equality of votes at any meeting of the Board, the chair of the meeting has a casting vote in addition to any deliberative vote which the chair has.
- 22.5.3 Subject to any prohibition under the Act, where all Directors have signed a document containing a statement that they are in favour of a resolution in terms detailed in the document, the resolution in those terms is deemed to have been passed (subject to clause 22.5.6) as if at a meeting of the Board held on the day on which the document was last signed by a Director.
- 22.5.4 For the purposes of clause 22.5.3, two or more separate documents containing statements in identical terms each of which is signed by one or more Directors will together be deemed to constitute one document containing a statement in those terms signed by those Directors.
- 22.5.5 A reference in clause 22.5.3 to "all the Directors" does not include a reference to any Director who would not be entitled to vote on the resolution.
- 22.5.6 A resolution pursuant to clause 22.5.3 is only deemed to have been passed if the resolution is recorded in the minutes of meetings of the Board.
- 22.5.7 Subject to any restrictions under the Act, any Director who is unable to attend at any meeting of the Board may authorise any other Director to vote on that Director's behalf at the meeting, provided that such authority is put in writing, signed by both the Directors, and given to the Secretary

in advance of the meeting. Such other Director as authorised may, in addition to any own deliberative vote, cast a vote on such Director's behalf where the Director is absent but would otherwise have been entitled to vote.

22.6 Committee of Directors

- 22.6.1 Subject to any restrictions in this Constitution or under the Act, the Board may delegate any of its powers to any Committee consisting of such number of Directors as the Board thinks fit.
- 22.6.2 Each Committee must exercise all of its powers in accordance with the directions (if any) of the Board, and any exercise by the Committee of any of its powers is deemed to have been an exercise of such power by the Board as a whole.
- 22.6.3 Each Committee may elect one of the Directors of the Committee to chair all the meetings of the Committee and, where the Committee comprises of one Director, that Director will be the chair. Where at any meeting of any Committee:
 - 22.6.3.1 such chair has not been elected; or
 - 22.6.3.2 the chair is not present within 15 minutes after the time appointed for the holding of the meeting, or is unwilling to act,

the Directors present at the meeting may elect one of their number to chair the meeting.
- 22.6.4 Each Committee may meet and adjourn as it thinks proper.
- 22.6.5 Subject to any requirements in this Constitution or the Act, any question arising at any Committee's meeting will be decided by a simple majority of votes of the Directors who are present at the meeting and entitled to vote in relation to the question.
- 22.6.6 In the case of an equality of votes at any Committee's meeting, the chair of the meeting has a casting vote in addition to any deliberative vote which the chair has.

23. ALTERNATE DIRECTOR

- 23.1 Any Director (excluding any Alternate Director) may, with the approval of the Board, appoint (subject to clause 23.5) any natural person (whether a Member or not) to be an Alternate Director to act in the appointor's place for such period of time as the appointor thinks fit.
- 23.2 Every Alternate Director is entitled to receive notice of any meeting of the Board (whether such notice has been given to the appointor or not). Where the appointor is not present at the meeting, the Alternate Director is entitled to participate in the meeting including, without limitation, the right to vote.
- 23.3 Subject to any restrictions under the Act, an Alternate Director may exercise any power that the appointor may exercise as a Director, but such exercise is not to be

taken as the exercise of such power by the appointor. The Alternate Director is not an agent of the appointor and will be personally responsible to the Company.

- 23.4 An Alternate Director is not required to meet any Membership Qualification.
- 23.5 Subject to clause 23.6, the appointment of any Alternate Director may be terminated by the appointor at any time even if any fixed period of appointment has not expired. In any case, the office of the Alternate Director will be vacated where the appointor's office of Director has been vacated.
- 23.6 The appointment, and the termination of the appointment, of any Alternate Director must be effected by a written notice, signed by the appointor and given to the Secretary.

24. MANAGER

24.1 General

The Board may appoint one or more Managers for such period of time and on such terms as the Board thinks fit. Subject to the terms of any agreement entered into in a particular case, the Board may revoke any such appointment as it sees fit.

24.2 Remuneration of Manager

Each Manager is entitled to receive (subject to the terms of any agreement entered into in a particular case) such remuneration as the Board determines, for services rendered.

24.3 Powers of Manager

- 24.3.1 The Board may confer on the Manager any of the powers exercisable by the Board, and on any condition or with any restriction as the Board sees fit.
- 24.3.2 Any power conferred on the Manager may be concurrent with or to the exclusion of such power in respect of the Board.
- 24.3.3 The Board may withdraw or vary any of the powers conferred on any Manager.
- 24.3.4 Subject to any restrictions under the Act, the Board may delegate the responsibility for the day to day management of any part or the whole of the Company's operations to any Manager.
- 24.3.5 Each Manager must carry out the directions (if any) of the Board and report to the Board.

25. SECRETARY AND PUBLIC OFFICER

- 25.1 Subject to any requirements under the Act, each Secretary will hold office on such terms and conditions, and for such period of time as the Board sees fit. Only a natural person may be appointed as a Secretary.
- 25.2 Subject to any requirements under the Act, the Board may remove any Secretary at any time as the Board sees fit.

- 25.3 At least one of the Secretaries must ordinarily reside in Australia.
- 25.4 Subject to the provisions of any applicable law, the Board will appoint a public officer of the Company and may terminate such appointment at any time as the Board sees fit, and appoint another person as a replacement.

26. EXECUTION OF COMPANY DOCUMENTS

- 26.1 The Company may execute any document (including any deed) without using the Seal if the document is signed by:
 - 26.1.1 two of the Directors; or
 - 26.1.2 one Director and another person who is a Secretary.
- 26.2 The Board may approve and adopt a Seal, and must provide for the safe custody of the Seal.
- 26.3 The Board may approve and adopt a duplicate of the Seal, which is a facsimile of the Seal with the words "Share Seal" on its face.
- 26.4 The Board may approve and adopt any official seal of the Company, which are facsimiles of the Seal with the name of different places where they are to be used on their faces.
- 26.5 Any Seal must only be used by the authority of the Board, or of any Committee that has been authorised by the Board to use the Seal as the Committee sees fit.
- 26.6 Every document to which a Seal is affixed must be signed by one Director and countersigned by another Director, Secretary or any other person appointed by the Board to countersign that document or a class of such documents.

27. FINANCIAL RECORDS AND REPORTS

27.1 Financial Records

The Board must cause the Company to keep written financial records that:

- 27.1.1 correctly record and explain the transactions (including transactions undertaken in the capacity of trustee), financial position and performance of the Company; and
- 27.1.2 would enable true and fair financial statements to be prepared and audited.

27.2 Financial Reports to be tabled

- 27.2.1 Subject to any requirements under the Act, the Board must ensure that the following documents are tabled before each AGM:
 - 27.2.1.1 the financial report of the Company;
 - 27.2.1.2 the Directors' report; and
 - 27.2.1.3 the Auditor's report,

in each case in respect of the last financial year that ended before the AGM. The reports must be prepared in accordance with the requirements (if any) under the Act.

27.2.2 Subject to any requirements under the Act, the Board must on the Company's behalf report to all the Members in respect of every financial year that has ended, by sending to every Member (and in the case of joint holders, to the registered holder whose name appears first in the Register of Members in respect of the joint holding) either:

27.2.2.1 copies of the Company's financial report, the Directors' report and the Auditor's report, each as referred to in clause 27.2.1, for that financial year; or

27.2.2.2 a concise report for that financial year prepared in accordance with section 314(2) of the Act,

by the earlier of 21 days before the next AGM after the end of that financial year, or four months after the end of that financial year.

27.2.3 Subject to any restrictions under the Act, any accidental omission to give a report pursuant to clause 27.2.1, or a non-receipt of such report by a Member, does not invalidate any of the proceedings of the AGM.

27.3 Members' Right to Inspect

27.3.1 The Board may decide, subject to any requirements under the Act, to what extent, at what time, at what place, and under what conditions the financial records, reports and other documents of the Company or any of them will be made available for the inspection of Members who are not Directors.

27.3.2 No Member has any right to inspect any record, report or document of the Company except:

27.3.2.1 as provided by law;

27.3.2.2 as authorised by the Board; or

27.3.2.3 as authorised by the Company at a General Meeting.

28. NOTICES AND OTHER DOCUMENTS

28.1 Subject to any requirements under the Act, and in addition to any provision for service of documents in any applicable law, any Notice may be given to any Member by:

28.1.1 delivering it to the Member personally or leaving it at the Member's address as shown in the Register of Members or such other address as is given in writing by the Member for such purposes, or in the case of a body corporate Member, at its registered office for the time being;

28.1.2 sending it by prepaid post to the Member's address as shown in the Register of Members or such other address as is given in writing by the

Member for such purposes, or in the case of a body corporate Member, to its registered office for the time being;

- 28.1.3 sending it by facsimile transmission to the Member's facsimile number as is given in writing by the Member for such purposes; or
- 28.1.4 sending it by any electronic means to the Member's electronic address as is given in writing by the Member for such purposes.
- 28.2 Subject to any applicable provisions under the Act, any Notice given in accordance with clause 28.1 is deemed to have been received by the Member:
 - 28.2.1 if by personal delivery or leaving it at an address pursuant to clause 28.1.1, on the day of delivery;
 - 28.2.2 if by post, on the day it would have been received in the normal course of post;
 - 28.2.3 if by facsimile transmission, when the transmitting machine confirms successful completion of the transmission during the recipient's normal business hours, or otherwise on the business day after it has been transmitted; and
 - 28.2.4 if by any electronic means, on the business day after it has been sent.
- 28.3 In the case of joint holders of any Membership, any Notice given in accordance with clause 28.1 to the holder whose name appears first in the Register of Members in respect of the Membership is deemed to have been given to all the holders of the Membership.
- 28.4 Any Notice may be given to any person entitled to any Membership in consequence of the death, bankruptcy or mental incapacity of any Member by:
 - 28.4.1 delivering it to the person personally or leaving it, as addressed to the person by name, title of representation, as assignee of the bankrupt Member or any like description, at:
 - 28.4.1.1 the address given by the person for such purposes; or
 - 28.4.1.2 to the Member's address as shown in the Register of Members;
 - 28.4.2 sending it by prepaid post, as addressed to the person by name, title of representation, as assignee of the bankrupt Member or any like description, to:
 - 28.4.2.1 the address given by the person for such purposes; or
 - 28.4.2.2 to the Member's address as shown in the Register of Members.
- 28.5 Unless provided otherwise in this Constitution, any notice or other kind of written document to be given to the Company, as required under this Constitution, may be given by:
 - 28.5.1 delivering it, or sending it by prepaid post, to the Registered Office; or

28.5.2 sending it by facsimile transmission or any electronic means to the Company's facsimile number or electronic address specified for such purposes.

28.6 For the purposes of this clause 28:

Notice means any notice or other kind of written document to be given by the Company including, without limitation, cheques, reports or forms.

29. WINDING UP

29.1 Contribution on Winding Up

Every Member undertakes to contribute to the property of the Company if it is wound up:

29.1.1 while that person is a Member; or

29.1.2 within one year after that person ceases to be a Member;

in respect of the debts and liabilities of the Company contracted before that person ceases to be a Member, in respect of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

The amount to be contributed by any Individual Shareholder Member, Family Shareholder Member, Corporate Member, Club Subscription Member, Family Subscription Member, Honorary Member, Junior and Young Golfer Member, Mid Week Member and Manager Member will not exceed \$1.00. In relation to any Resident Member (or any other Member who owns a Share), the liability is limited to the amount referred to in clause 5.2.2.1.

29.2 Distribution of Property on Winding Up

29.2.1 If, on the winding up or dissolution of the Company after the satisfaction of all its debts and liabilities there remains any property, the property must not be paid to or distributed among the Members.

29.2.2 Instead, the property must be given or transferred to some other institution or institutions which:

29.2.2.1 has objects similar to the objects of the Company; and

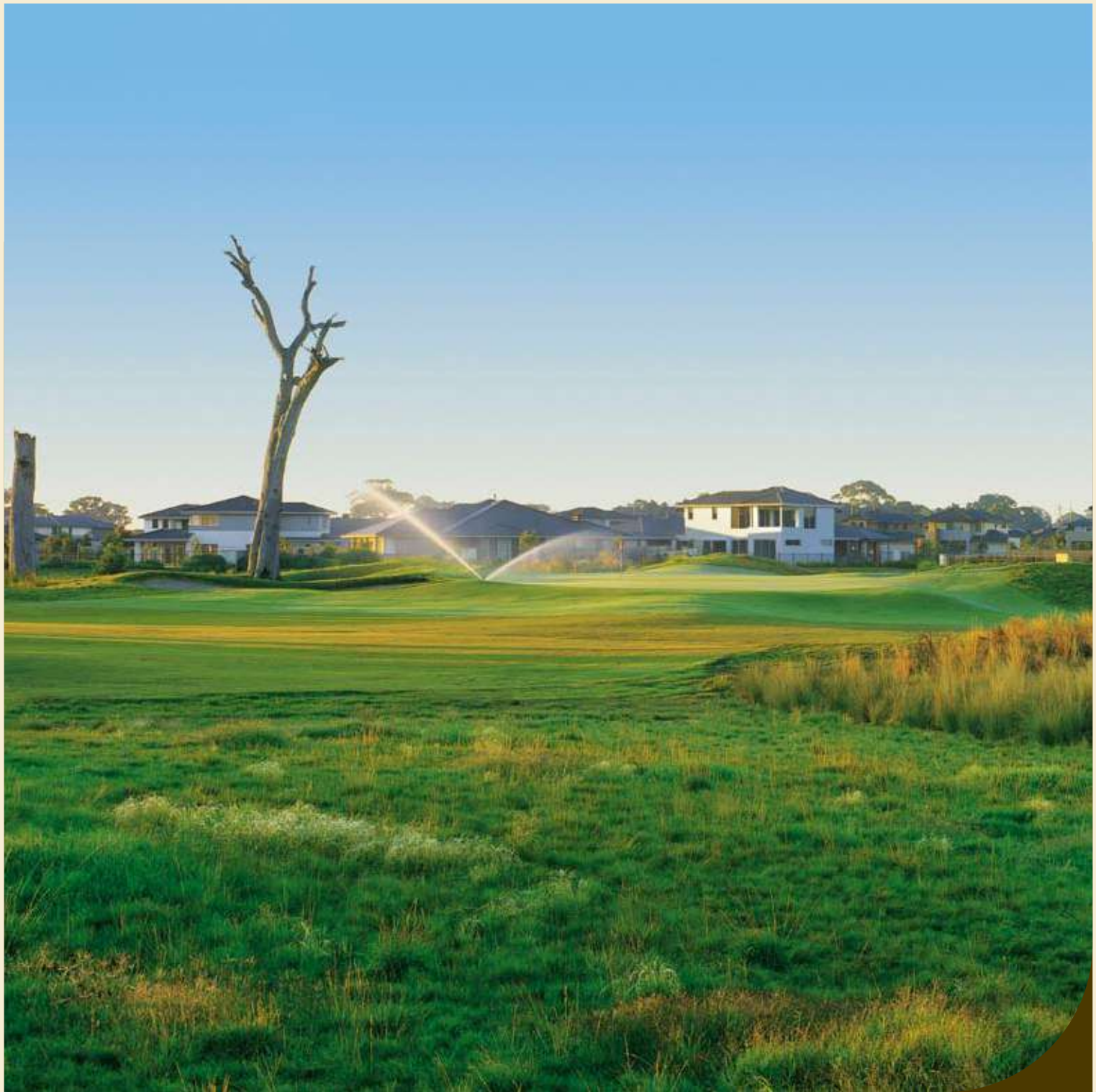
29.2.2.2 has a constitution which prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under this Constitution.

30. INDEMNITY FOR OFFICERS

30.1 Subject to any prohibition or limitation under the Act, each and every Officer of the Company will be, and where approved by the Company at a General Meeting any other employee or authorised agent of the Company and any Auditor or professionals engaged by the Company may be, indemnified out of the property of the Company against:

- 30.1.1 any and all liabilities arising by virtue of their respective offices, as owed to any other person except the Company and any of its related bodies corporate (as that term is defined in the Act), and provided that such liability does not result from any conduct involving a lack of good faith; and
- 30.1.2 all costs and expenses incurred:
 - 30.1.2.1 in defending any proceeding, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted; and
 - 30.1.2.2 in connection with any application made, whether or not made by them, in relation to any proceeding, whether civil or criminal, in which the Court grants relief to them pursuant to the Act.
- 30.2 Subject to any restrictions under the Act, the Board may on behalf of the Company take out any policy of insurance, on such terms and conditions as the Board decides, in favour of any person who is presently or has previously been an Officer of the Company, against any liability incurred by the person by virtue of the office, whether in respect of acts or omissions before or after the issue of such policy except any liability resulting from:
 - 30.2.1 wilful breach of duty in relation to the Company; or
 - 30.2.2 a contravention of section 182 or 183 of the Act.
- 30.3 Any indemnity pursuant to clause 30.1 and any policy of insurance effected pursuant to clause 30.2 will, despite any alteration to the provisions of clause 30.1 or clause 30.2, continue in full force and effect in respect of any acts or omissions before such alteration is effected.

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HOMEOWNER BUILDING CODE

Schedule 2



SANDHURST
CLUB

MAY 2011



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1.0 PREFACE

1.1 Purpose of this Review

The Sandhurst Club Homeowner Building Code Residential Design Guidelines (SHBC) is reviewed from time to time to ensure that the development is kept up to date with changes and to enhance the value of the properties in the estate. The objective is also to clarify some of the requirements and to further expand on some issues to avoid any misinterpretations and uncertainties.

The revised SHBC is designed to facilitate residential development which is respectful of neighbourhood character and seeks to minimise off-site impacts and maximise on-site residential amenity.

1.2 Objective of the Code

The objective of the SHBC is to satisfy two fundamental objectives:

- To ensure that all development represents contemporary Australian architecture and sits comfortably within the surrounding built environment; and
- To ensure that an attractive residential environment is achieved for all residents within the estate, both now and in the future.

2.0 INTRODUCTION

2.1 Precedence

Since the commencement of the development, the design requirements of the estate have been an ongoing and evolving process. As a consequence, the ARC has appraised proposals under changing dynamics.

With the advance of the current Code in its current form, there is greater systematic control in ensuring that the process of the ARC operates effectively, in favour of the Club's members and the estate as a whole.

For the benefit of all Members and the protection of their investment at Sandhurst Club, the ARC must assess each proposal under the current Code only and any precedence cannot influence the decision.

2.2 Individual Lots

At Sandhurst Club, your future house investment is protected by the SHBC.

The purpose of this document is to explain the SHBC and to promote design solutions that reflect the intent and integrity of the Sandhurst development. It is aimed to achieve a modern contemporary design result, with low pitched roof forms, wide eaves and simple clean line design solutions.

You must obtain written Final Approval from the Architectural Review Committee (ARC) prior to construction or erection and/or installation of any item on your allotment.

You will require specific written approval from the ARC for three main items:

- Building design plans;
- External materials and colours; and
- Landscaping including driveway and crossover, letterbox and paving.

There is an obligation for all lot owners who intend to commence development on a lot to obtain the necessary ARC written approval.

The SHBC ("The Code") is administered by the ARC appointed by the Developer. The ARC comprises of representatives from the Developer, qualified architect and/or planner, designer and architectural professionals.

Their experience and standards will ensure that each individual home adds to the overall streetscape appeal, forever retaining Sandhurst Club's identity as a very special place to live.

These guidelines are additional to statutory building and planning requirements, Frankston City Council and any other relevant Authority.

The Developer reserves the right to vary these guidelines at any time as required during the progress of the development of the overall subdivision.



2.2 Medium Density

Within the estate there are areas that have been specifically set aside for smaller lots (less than 450sqm) and for medium density developments. These developments are also required to be submitted to the ARC for assessment and approval. There are some specific requirements applied to these developments which may vary from the requirements of SHBC.

A specific set of design guidelines has been prepared for these types of allotments within the estate. They will have similarity in their form and colour schemes, hence maintaining the original design intent of the estate.

3.0 THE APPROVAL PROCESS

There is an obligation for all lot owners who intend to commence development on a lot to obtain the necessary written approval from the ARC.

The ARC will assess and review each application to ensure it conforms with the Code. Each application is treated on its own merit in accordance with the Code. From time to time some applications may not fully meet the Code, however contain sufficient architectural design merit to warrant approval. In these instances, the ARC may meet with the lot owner and/or designer to achieve compliance.

The ARC can decline a submission if, in its opinion, it does not comply. Alternatively, the ARC may request amendments to be made in order to obtain final approval.

Once a member's application for approval of their plans and designs has been received, every endeavour will be made to return comments regarding each application within 14 working days. Please ensure that you make allowance for this process in all applications to the ARC.

All applications are to be made to:

ClubLINKS Architectural Review Committee

PGA National Office
600 Thompsons Road
SANDHURST VIC 3977

Tel: 1300 880 809
(03) 8320 5393

Fax: (03) 9639 2244

Email: arc@clublinks.com.au

3.1 What Requires Approval

You will require specific written approval from the ARC for three main items:

- Building design plans;
- External materials and colours; and
- Landscaping including driveway, crossover, letterbox and paving.

Other items that require written approval from the ARC include:

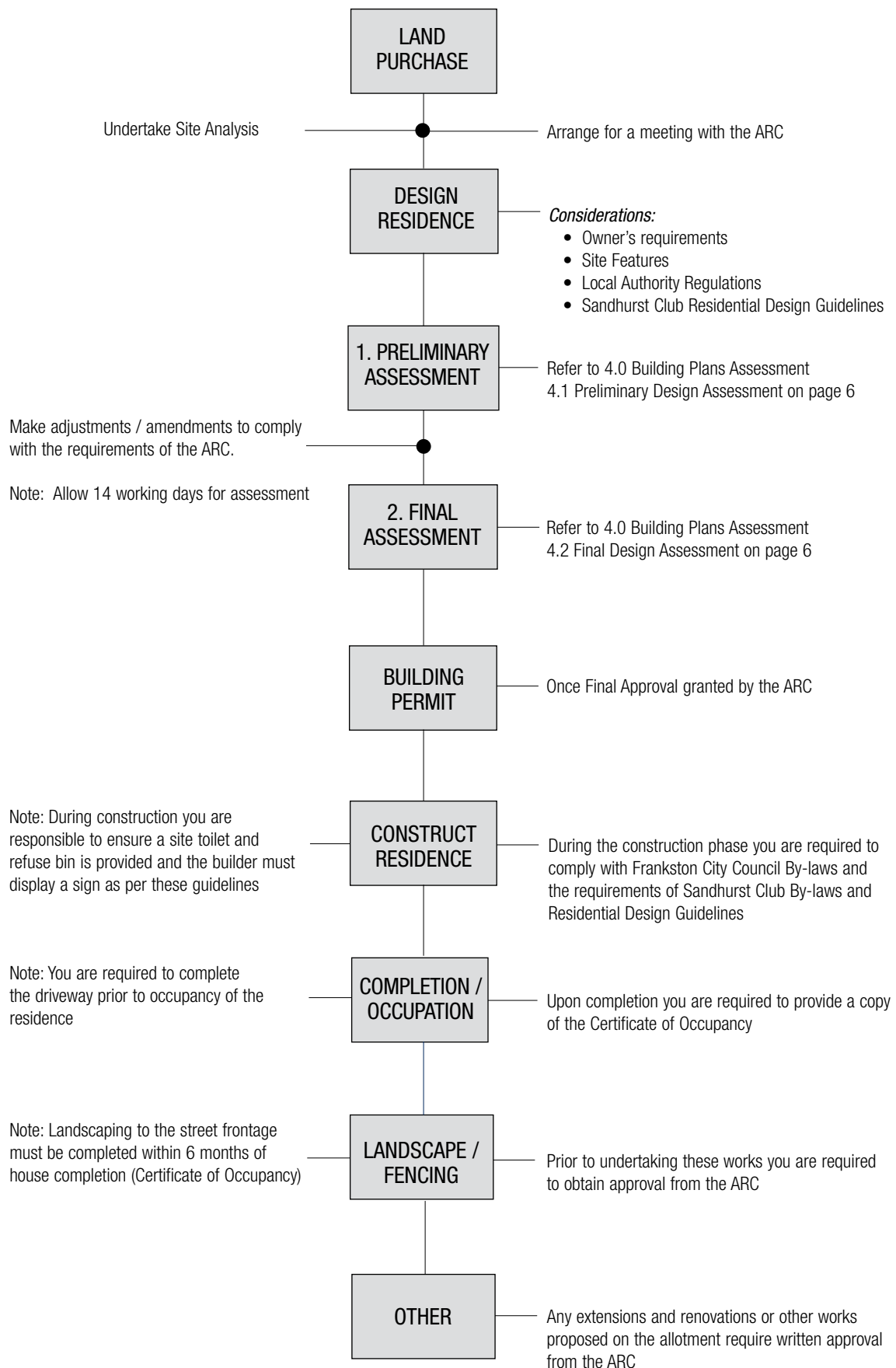
- Externally mounted air conditioning units and evaporative coolers;
- Outbuildings (garden sheds, boat shed, golf cart storage and similar structures);
- Solar hot water heaters – residential dwellings and swimming pools;
- Tennis courts and associated external lighting;
- Pergolas, patios and verandahs;
- Swimming pools and associated structures;
- Rainwater tanks;
- Recycled water connections;
- Satellite dishes and devices;
- Communications network connections;
- TV and radio antennae;
- Security system;
- Extensions and renovations; and
- Fencing where applicable.

Finally, as a general rule, you must obtain written approval from the ARC prior to construction or erection and/or installation of any item on your allotment.



3.2 Approval Process Flow Chart

WHEN YOU HAVE PURCHASED A LOT AT SANDHURST CLUB THE FOLLOWING PROCESS OCCURS:



4.0 BUILDING PLANS ASSESSMENT

Before signing any building contract, you should supply a copy of the Code to your prospective builder or designer so that they fully understand your obligations to it.

It is highly recommended that you undertake Preliminary Design Assessment through the ARC prior to signing building contracts.

This is a free service, conducted with the ARC's architect for the purpose of providing you feedback on your plans before they are submitted to the ARC. Simply contact the ARC when you have preliminary drawings, to make the appointment.

To avoid any unnecessary delay in the assessment of submissions, the ARC recommends a two-step procedure, namely Preliminary Design Assessment and Final Design Assessment.

4.1 Preliminary Design Assessment

The purpose of undertaking an assessment of the design at an early stage is to ensure that what is being proposed will comply with the Building Code. This step is recommended before you have contracts signed and the working drawings prepared.

The ARC will assess the proposal and advise you as to whether the design is acceptable and/or provide a list of requirements or advice that may need to be addressed prior to the submission being taken further.

In regard to any such requirements, you may wish to amend the sketch proposals and re-submit for assessment prior to final design drawings being submitted. This ensures your building design meets the ARC requirements.

For submission details and requirements, please refer to item 9.1 of the checklist.

4.2 Final Design Assessment

After you have made the necessary amendments to your preliminary design proposal you can make a submission for final design assessment. Plans submitted must be working drawings as sketch plans will not be approved.

If the working drawings are in order, Final Approval can be granted. If the submission does not meet the Code, a list of requirements will be provided which must be fulfilled to obtain Final Approval. You will be required to amend the plans and re-submit.

Once final approval has been granted by the ARC you may proceed to the next stage of obtaining your building permit.

You are advised that an Asset Protection Bond needs to be paid prior to the ARC issuing the Final Approval documentation. Please refer to the information sheets contained at www.sandhurst.com. Please ensure that this has been paid prior to making application to the ARC for Final Approval.

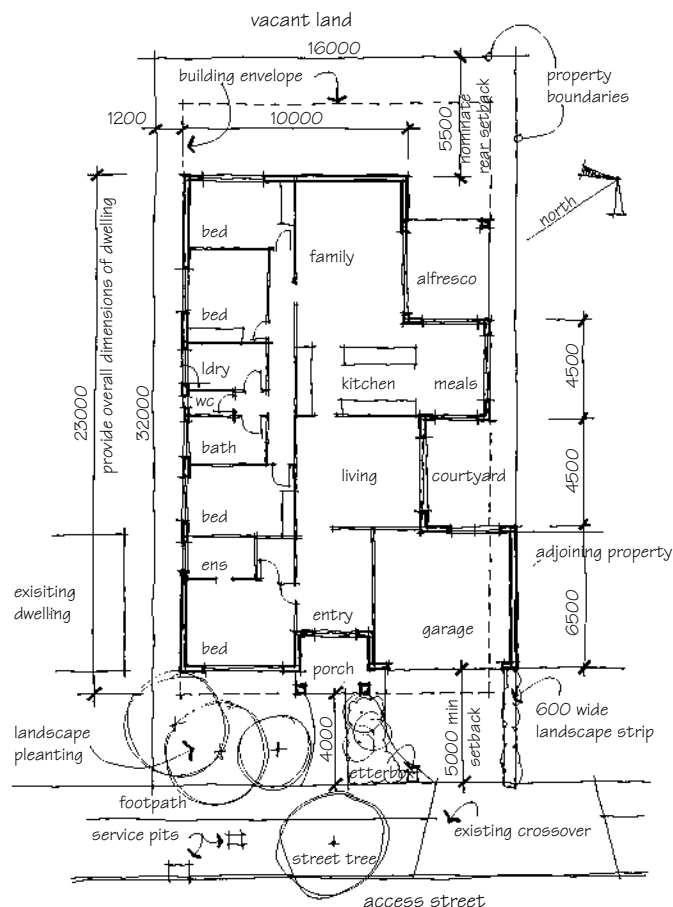


diagram 1

Preliminary Assessment Diagrams

For submission details and requirements, please refer to item 9.2 of the checklist.

Please inform the ARC of your builder's contacts details and construction commencement date.



5.0 SITE PLANNING AND BUILDING DESIGN

5.1 Siting Of Residence

The ARC recommends that you undertake a site analysis of the lot prior to commencement of your design. This analysis sets the criteria form for the positioning of the residence in relation to services, crossovers, parking bays and landscaping. Engineering, building envelope and siting policy details are available to assist you with this process. Please contact the ARC for details.

Some of the key points to consider are:

- Site design plan/building setbacks;
- Orientation and slope;
- Trees and other significant vegetation;
- Adjacent buildings;
- Access points to the site and/or restrictions;
- Drainage and services;
- Potential views;
- Prevailing winds;
- Easements;
- Privacy requirements; and
- Potential noise sources.

Further to the above design considerations, the house design and ultimate layout needs to address overlooking and potential overshadowing of the adjoining properties.

Responsibility sits with the owner and builder to gain approval from a building surveyor, however, the ARC needs to have a general assessment of overshadowing and overlooking. As such, these diagrams are to be submitted in your Final Design Assessment.

To assist you with this process, you must refer to the Victorian ResCode for details of preparing a site analysis plan.

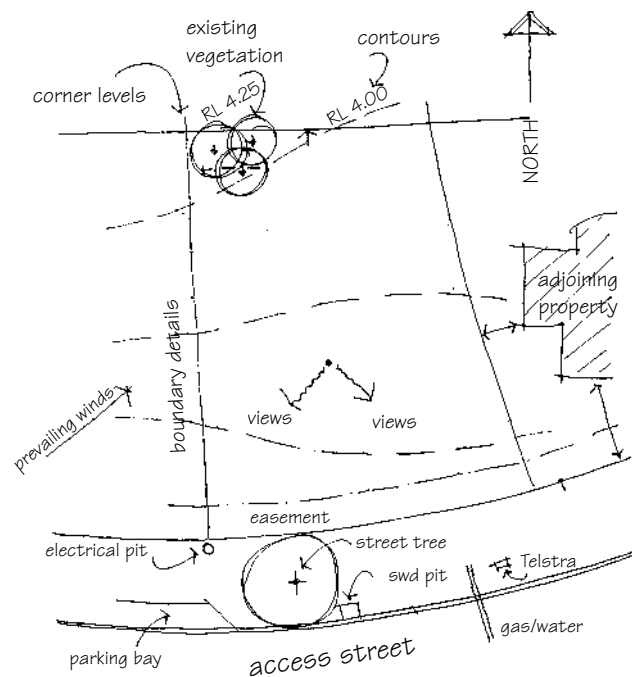


diagram 2
Site Analysis Plan

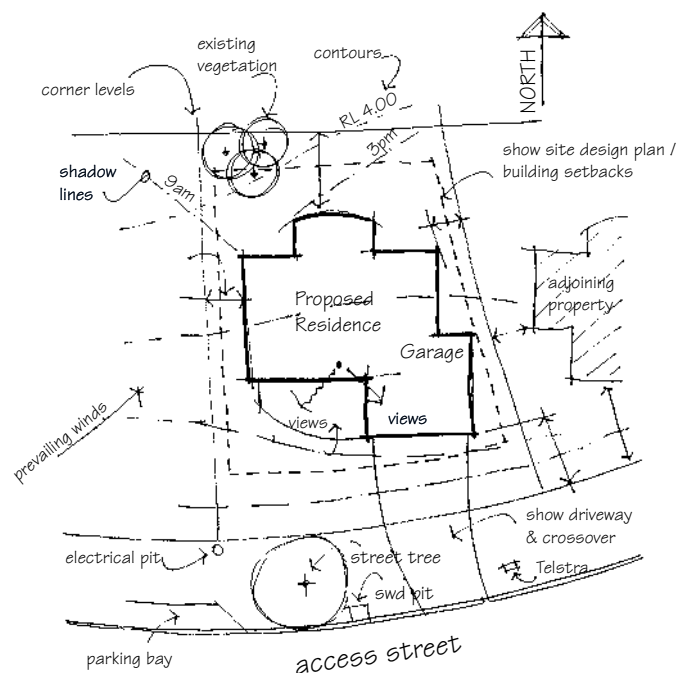


diagram 3
Site Design Response

5.0 SITE PLANNING AND BUILDING DESIGN cont.

5.2 Privacy

The design focus of the estate is to create an open plan living style, with the living areas of each dwelling incorporating landscaping to increase the privacy features of the dwelling and to enhance the streetscape.

With your design it is important to create private outdoor areas which relate to the interior living design layout of your residence. In designing your home you should endeavour to minimise overlooking and overshadowing adjoining properties, and in particular, private open spaces.

The effectiveness of your design in incorporating orientation, design, location and style of windows, balconies, along with screening devices with the use of creative landscaping will achieve a responsibly built environment considerate of the amenity of the neighbourhood.

Note: It is your responsibility to ensure privacy considerations are in accordance with ResCode.

5.3 Building Setbacks

Setback controls have been carefully planned to ensure the integrity of the urban streetscape and for the overall enhancement of the estate.

A siting design policy or building envelope applies to all lots within the estate. To obtain a copy and details please contact the ARC. You should obtain this detail prior to the commencement of design work for your dwelling. The siting design policy also applies to verandahs, pergolas and outbuildings.

Garages are to be articulated into the main dwelling and should not project forward of the dwelling by more than three (3) metres. The design is not to be compromised by garage dominance. Where the design requires the garage to be fully forward of the dwelling, side entry will be required with the minimum setback being as per the siting design policy plus an additional one (1) metre.

The ARC has discretion to grant dispensation for garages and parts of dwellings to an overall length of nine (9) metres on one boundary only. In such instances, a parapet wall with box gutter must be provided to the exact boundary. No off-sets will be permitted.

It is recommended that you refer to the website information sheet entitled 'Standard Boundary Detail', copies of which are available from the ARC.

These building envelopes referred to are in addition to statutory building and planning regulations. You as the lot owner are required to ensure that the dwelling complies with all statutory regulations and requirements in accordance with the City of Frankston and other relevant authorities.

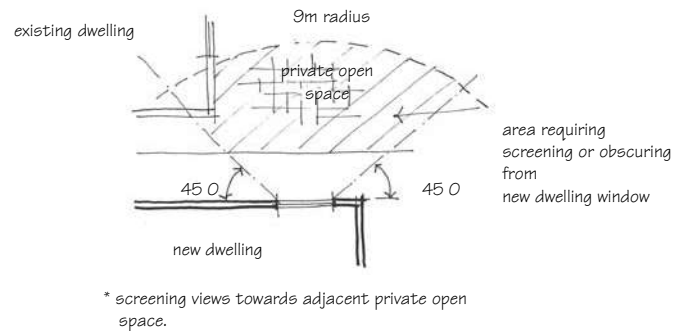


diagram 4

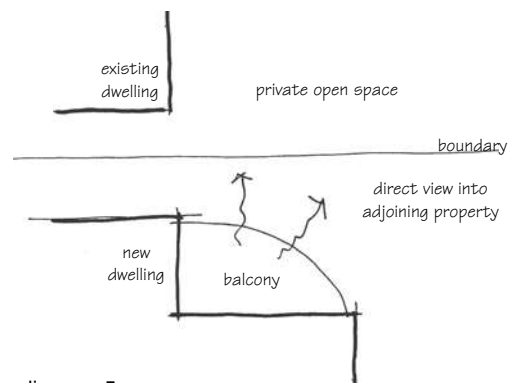


diagram 5

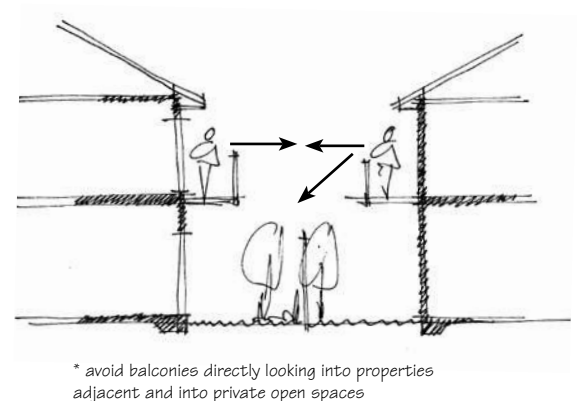


diagram 6

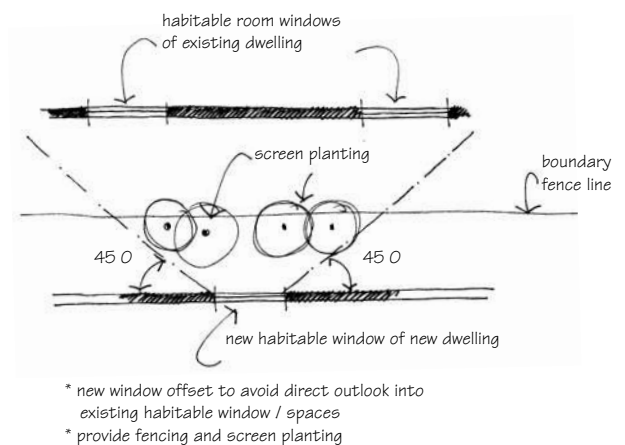


diagram 7

Privacy Consideration Diagrams



5.4 Building Form

Residences within the estate are to reflect contemporary residential country club and resort design, with building material being considerate of this design requirement. Designs should have low pitched roofs with wide eaves treatments.

The use of 'mock' styles and/or period designs (i.e. Federation, Colonial) will not be permitted. Designs should be simple with clean lines whilst maintaining individuality to the residence.

Dwelling façade designs which reflect 19th Century styles will not be permitted, including the use of decorative elements, double columns, cornices, window cross bars, architraves and lacework/fretwork.

Where mouldings are used, they are to be square or rectangular in cross-section and painted out the same colour as the surrounding wall surface. They must not be highlighted by a colour change.

Where there are twin columns, they must be replaced by a single column.

The design should provide simple defined entrances. The building form is to be considerate of all elevation treatments.

Roof forms that enhance the design and sit the house down is the design philosophy, with eaves provided.

Box-style homes must be avoided; therefore the floor area of an upper storey of a dwelling must be at least 20 per cent less than the floor area of the main lower level storey. Such articulation must be reflected in the front elevation. In the case of corner sites, boulevard lots, golf course lots and lake lots, articulation shall be reflected in the elevations facing the street, golf course or lake.

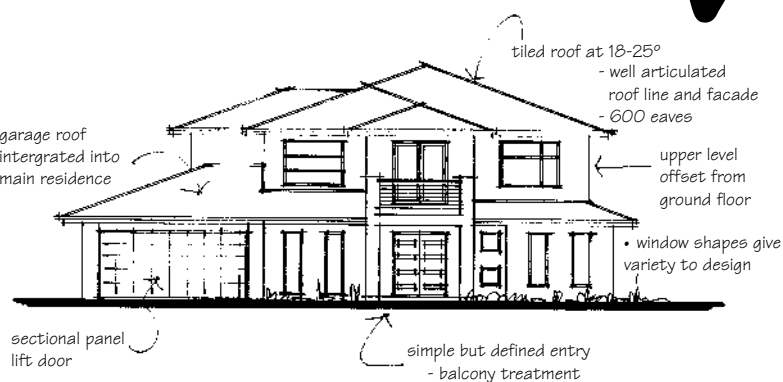


diagram 8

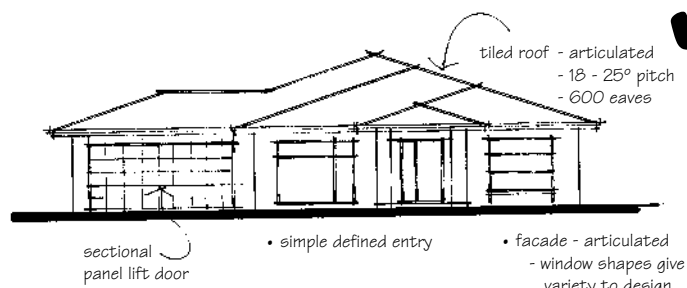


diagram 9

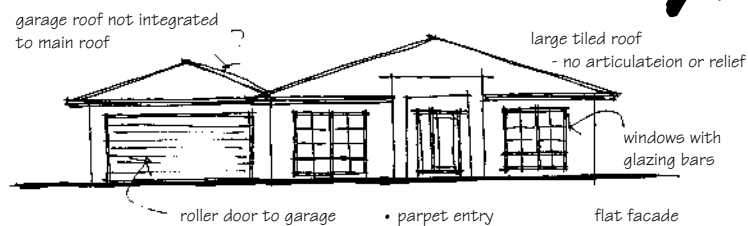


diagram 10



diagram 11

Building Form Diagrams

5.0 SITE PLANNING AND BUILDING DESIGN cont.

5.5 General Design Principles

Single Storey Design Requirements:

- Articulate front façade;
- If corner lot then articulate side elevation wall and roof, in addition to front;
- Enhance the street address with relief elements such as pergolas, porches and verandahs;
- Model roof line;
- Provide simple defined entry, in scale with the overall house;
- Limited use of parapet wall is acceptable (maximum 30%), however this should not dominate the front façade as eaves are to be expressed;
- Roof eaves to be minimum 600mm (measured from finished wall surface exclusive of fascia board and gutter);
- Flat roof to entry can be considered;
- Vary windows to give variety to design; and
- Use of complementary building materials.

Double Storey Design Requirements:

- Articulate and layer front façade, with upper floor being set back to ground floor by minimum 1.2m from the front;
- If corner lot then articulate side elevation in addition to front;
- Enhance the street address with relief elements such as pergolas, porches and verandahs;
- Simple and in scale entry structure;
- Consider window shape to give variety to design;
- Large box structure not permitted;
- Roof form to be articulated;
- Encourage front and rear balconies, large glass areas (solar efficient) terraces, pergolas or similar design elements;
- All roof eaves to be minimum 600mm (measured from finished wall surface exclusive of fascia board and gutter); and
- Parapet can be used to detail section at ground floor where front and side upper level offset provide sufficient articulation and where upper level roof eaves is the dominant roofing feature to the satisfaction of the ARC.



5.5 General Design Principles cont.

Other design requirements:

- Provide address to feature areas of the estate being boulevard, recreation links, golf course, secondary streets and parks/public areas;
- The ARC will require different levels of articulation to each location;
- Recreation links/public areas will require to have address provided by introducing a door and presentable break up of building form using pergola treatments or alfresco areas;
- Golf course and boulevard lots to have entry structure provided and a well articulated/layered façade provided. Can incorporate pergolas, balconies and alfresco areas to enhance design. Built form at ground floor and first floor to be articulated/layered;
- Secondary streets to be similar to requirements of golf course and boulevard lots;
- Where allotments have more than one address to the streets, side streets or public areas, articulation to the facades will be required; and
- Garages are to be set back and incorporated into the design rather than dominate street frontage and are to be architecturally tied to the main dwelling.

5.6 Verandahs and Balconies

The use of design elements such as balconies, verandahs and pergolas is necessary in articulating the façade, creating a 'layered' effect and softening the overall streetscape and delivering visual interest to the design.

The use of balconies and verandahs or similar structures within the design is encouraged as they help to break the visual barrier that can be created with two-storey dwellings.

Verandahs and balconies are also elements that reflect the environment that is being created at Sandhurst Club, being modern contemporary, encouraging the use of such design elements to enhance outdoor living areas.

5.7 Design Duplication

In order to ensure the urban design integrity of the estate and to protect the financial investment made in your house design, duplication of the same house design and façade within a precinct/stage is to be minimised. In this respect, no more than five (5) dwellings of the same type and façade will be permitted within the precinct/stage.

No house of similar design (as deemed by the ARC) can be located within the estate in a street within five (5) lots or seventy-five (75) metres measured from the centre line of the front boundary of the property (whichever is greater), and to the left and right of the lot. The same distance apart applies to the opposite side of the street.

Townhouse and medium density dwellings are exempted.

5.8 Size

For a lot greater than 450 m² in total area, the minimum total floor area of a residence must be 180 m². The total floor area of a residence for the purposes of this rule includes the external walls but excludes garages, verandahs and other enclosed areas.

5.9 Floor Levels

Within the Sandhurst estate there is a recommended minimum floor level that generally houses should be constructed to. You are referred to the Sandhurst Club Information Sheet IS-13 Floor Levels.

5.0 SITE PLANNING AND BUILDING DESIGN cont.

5.10 Height Restrictions

Houses can be either single storey or double storey. The maximum height allowable is nine (9) metres, measured to the top of the roof ridge from the natural ground level. The dimension of building height is to be shown on the final design plans submitted.

Where a third level is desired, it may be considered by the Committee, if the extra level is located in the roof space or in the basement level below the natural ground line as long as the height restriction is maintained.

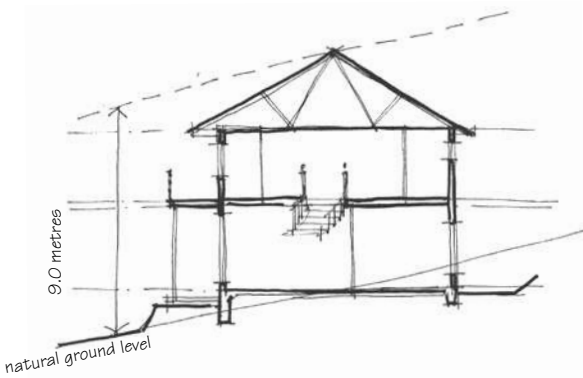


diagram 12
Building Height Restriction

5.11 Calculation of Areas

Building area (total building bulk area) - the maximum building areas allowed are as follows:

- Lot size: 450 sqm to 580 sqm is 80%
- Lot size: more than 580 sqm is 75%

An example of the calculation required to be shown in the submission plan is as follows:

Building Area Calculation:

Grd flr (internal areas)	180 sqm
Grd flr (external covered areas)	35 sqm
First flr (all areas under cover, incl covered balconies and decks)	120 sqm
Garage	45 sqm
Total building area	380 sqm
Assuming lot area is	690 sqm

Then, % of building area is $380/690 = 55\%$

The ARC may allow an additional 5% to the allowable building area. This request can be considered if architectural and design merits exist to the satisfaction of the ARC upon application.

Site coverage (footprint) - the maximum site coverage is 60% as per Victorian ResCode.

An example of the calculation required to be shown in the submission plan is as follows:

Site Coverage Calculation:

Grd flr (internal areas)	180 sqm
Grd flr (external covered areas)	35 sqm
Garage	45 sqm
Total building area	260 sqm
Assuming lot/ land area is	690 sqm

Then, % of site coverage is $260/690 = 38\%$

5.12 Roofing

Roofing form and controls are to provide interest and enhance the building design. The materials used are to be non-reflective concrete or terracotta tiles with a non-glazed finish.

The urban design philosophy is considerate of lowset roof lines enhancing the building form and façade, rather than being a predominant aspect of the overall 'address'. As such the roof pitch should conform to the design policy. The roof pitch range should be between eighteen (18) degrees and twenty five (25) degrees.

Some detail areas of higher or lower roof pitches may be considered on individual design merit in conjunction with the overall roof design. You will require specific approval from the ARC.

The use of hip roofs is encouraged and gable roof forms can be considered to the satisfaction of the ARC.

Flat roof areas are generally not permitted, however, can be considered to small feature areas at the ground floor level. Flat roof areas and parapet wall will not be approved to the upper roof level.

All associated roofing materials are to be the same colour, including pipe-work penetrations. The use of colorbond roofing is not permitted to the main roof area. It can be used to flat roof sections approved by the ARC and is to be a colour that matches the roof tiles.

The use of 600mm eaves, measured from the face of the finish wall surface or brickwork, (exclusive of fascia and gutter), is required. Refer to the website information sheet "Standard Eave Detail" or obtain a copy from the ARC.

Details of roof protrusions such as chimneys and air-conditioning units must also be submitted for approval. Air conditioning units are required to be located below the roof ridge line.

5.13 Plumbing

All plumbing (including spa pumps/motors) are to be concealed within the building fabric and not located on the external wall of the dwelling. No exposed plumbing is permitted. Downpipes are exempt from this requirement.

Downpipes are permitted to the external wall on the basis they are painted to match the immediately adjoining wall colour.

Solar pool heating systems are allowed provided they are screened from public view and pipe-work is painted to match the residence. Specific approval from the ARC is required.

With single storey dwellings, external spa pumps/motors may be permitted where they are located below the fence line and effectively screened from public view. This concession will require ARC approval.

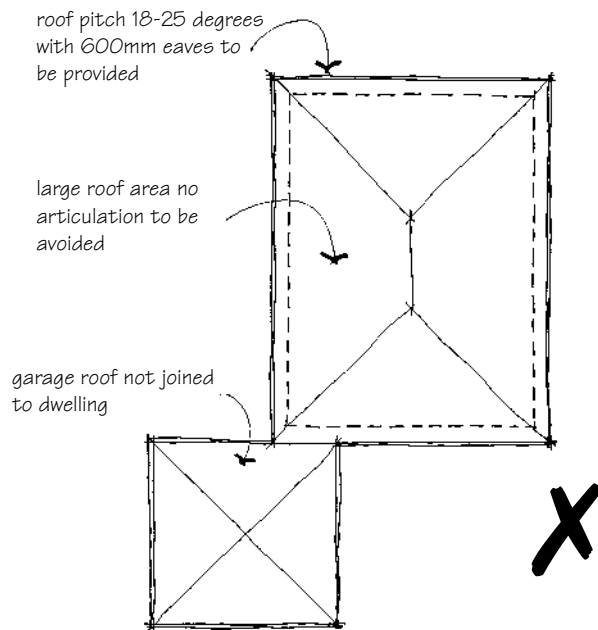


diagram 13

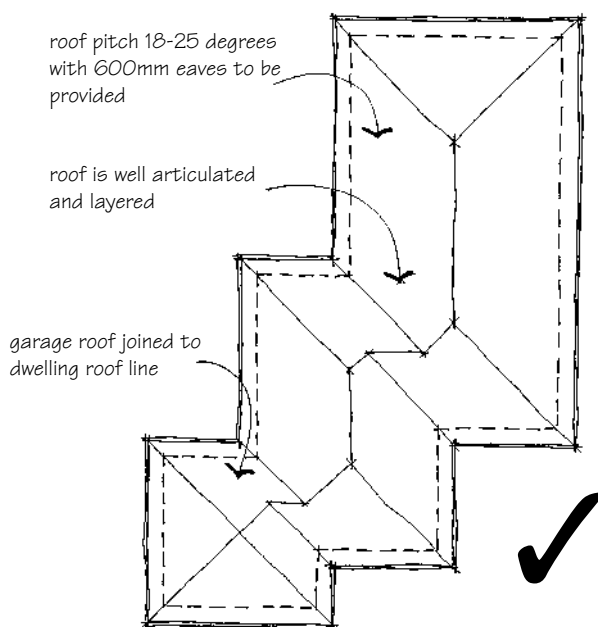


diagram 14

Roof Pitch, Design & Form

5.0 SITE PLANNING AND BUILDING DESIGN cont.

5.14 Garages

Garages are to be set back and incorporated into the design rather than dominate the street frontage. Generally, they should be architecturally tied to the main dwelling to avoid garage dominance. The garage on a lot must match or complement the residence on that lot in respect of materials used, the design, external appearance, colour and the quality of construction.

Garages are to have a tiled pitched roof to match the dwelling. Complete flat roof garages will not be permitted. However, if substantial area of the garage is under the upper level then the balance could be a flat roof with parapet upon application to the ARC. Please refer to the diagram for details.

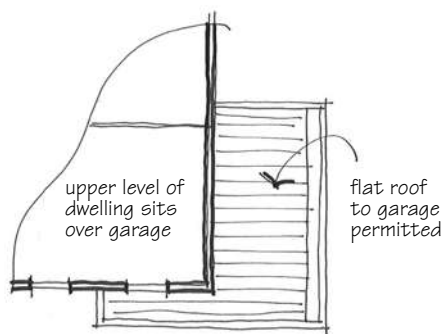
The design must allow for a minimum two-car lock up accommodation.

If a triple car garage is proposed then it is a requirement that a double crossover is provided, which will be at the individual lot owner's cost.

Where allotments shape and/or site access requires the garage to be located forward of the dwelling, the ARC may grant special design consideration upon specific application.

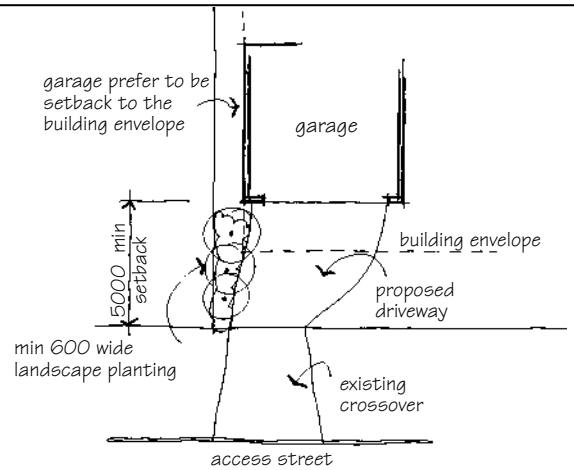
Carports are not permitted to the street frontage but may be located behind garages and residences. They must have solid supports i.e 125 mm x 125 mm posts or brick masonry piers. Finishes are to match the main dwelling. The ARC reserves the right to limit the area of carport/pergolas under roof.

The minimum setback for garages is 5 metres.



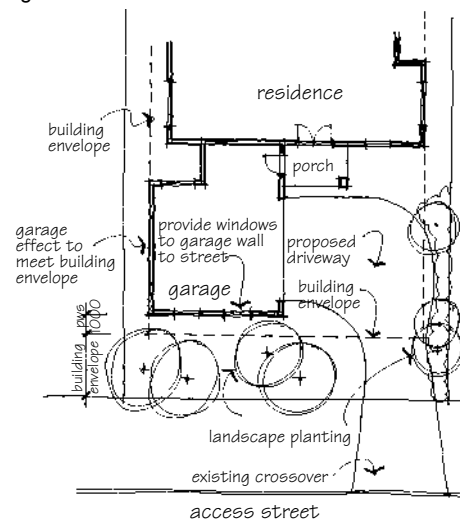
* Typical garage detail where flat roof permitted in part

diagram 15



* When garage to be placed on the boundary you are required to provide a parapet wall and box gutter

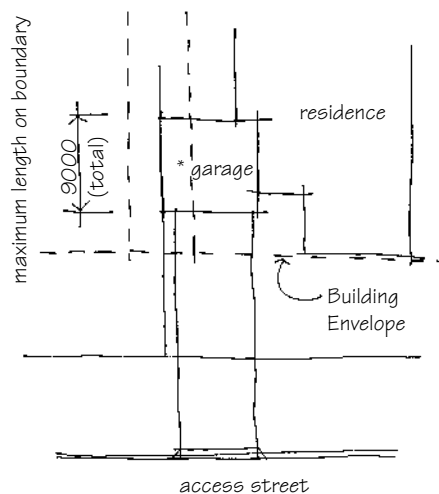
diagram 16



* Where garages are to be located at front of the dwelling, direct access is not permitted.

* You are required to adopt a side entry, also the garage is to have windows provided to the street frontage.

diagram 17



* Garages / Residence built to boundary is not as of right and requires specific approval from the ARC

* Your design should have all buildings offset to be in accordance with the Building Envelope Plan.

* 9.00 metres maximum of garage and residence built on only one boundary

diagram 18

Garage Design Location Diagrams



5.15 Golf Cart Provision

The dedicated cart path network at Sandhurst Club represents a key component of the unique “club living” lifestyle that Sandhurst offers residents.

It is recommended that golf cart storage be incorporated as part of the garage design and vehicle parking provision.

Please note that a suitable electricity supply and adequate ventilation must be provided to golf cart storage area.

It is recommended that you refer to the information sheet IS-15 Golf Cart Usage Guidelines and IS-52 Improper Cart Usage for more detail regarding golf carts within the estate.

5.16 Driveways and Crossovers

All driveways and crossovers are required to be shown on the plans and must be submitted to the ARC for approval.

- Crossovers from the kerb to the front boundary line will be constructed by Sandhurst Club in accordance with Sandhurst Club specifications;
- Generally one driveway per allotment is permitted. Dual driveways can be considered where adequate allotment size permits, but will require additional landscape works to the satisfaction of the ARC;
- All driveways to be offset 600 mm from the side boundary for landscaping requirements;
- The use of drive strips are not permitted;
- No insignia or motives are allowed on the driveway;
- You are advised to check all service locations in the road reserve should you consider the relocation or additional driveway requirements. Information regarding crossover relocation procedure and cost are available from Sandhurst Membership Services’ staff;
- Driveways constructed from the property frontage to the garage frontage must be completed prior to occupation;
- Driveways are to be complementary to footpaths and crossovers, and can be finished in alternative lighter tone materials to the satisfaction of the ARC;
- The standard colour for crossovers within the estate is Abilox Inca Gold. Driveways are to match/complement this colour and texture;
- Alternative materials can be used for driveways only, being exposed aggregate, slate impression, coloured concrete, or paved type finishes. Other materials finishes can be considered upon application;
- Black/dark driveways will not be permitted, a dark border treatment can be considered to a maximum of 10% to the satisfaction of the ARC;

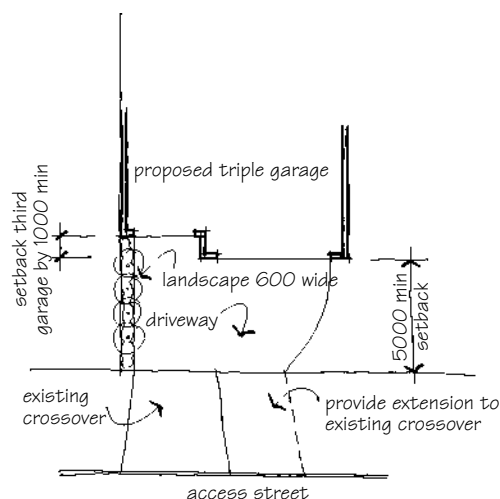


diagram 19

Triple Garage Requirements

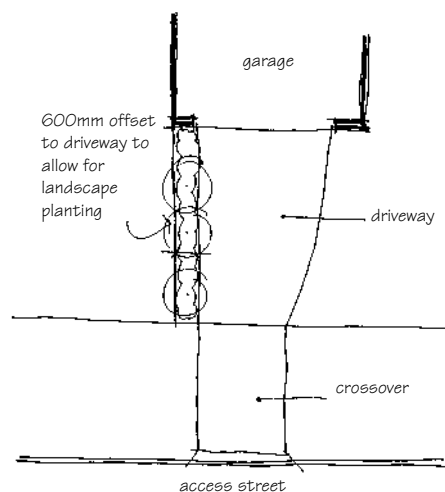


diagram 20

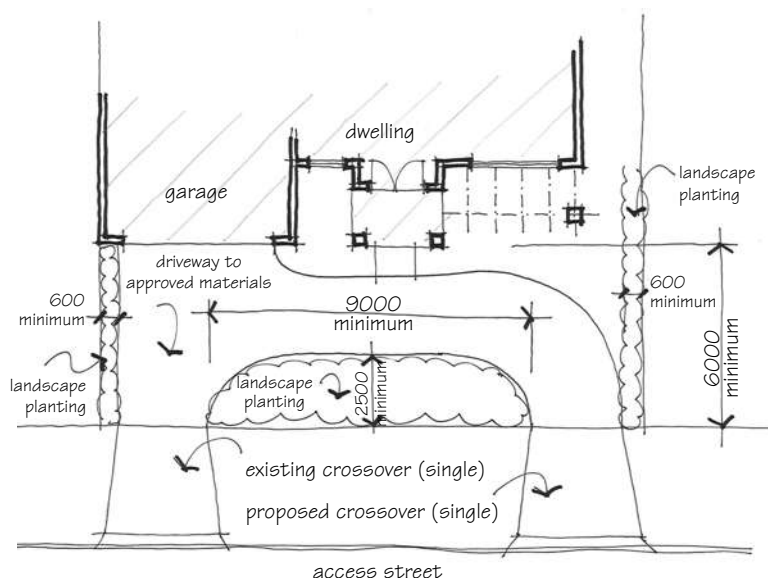


diagram 21

Driveway Details

5.0 SITE PLANNING AND BUILDING DESIGN cont.

5.16 Driveways and Crossovers cont.

- The driveway and crossover must be aligned, if a wider driveway is required then the crossover must be increased to suit; and
- Refer to IS-29 regarding Driveways.

5.17 Security System and Communication Network

One of the major advantages of living at Sandhurst Club is the private security services provided by the Club. To take advantage of the services and to make the Club as secure as possible, it is compulsory for each home to have a security monitoring system that is monitored 24 hours by the Club (or its nominated agent). All security systems must be approved by the Sandhurst Club Architectural Review Committee (as stipulated in Section 3.6.4 of the Sandhurst Club Limited Residential Code By-Laws).

It is recommended that you refer to the information sheet IS-9 'Security System Requirements', which is available from the website or the ARC for more detail.

Modern technology has brought many changes to the way we live, specifically in communication, from radio, telephone, TV and the internet. To accommodate these changes, residential developments must move forward with technology and provide infrastructure that will have the capacity not only for today but also for future technological advancements.

In standard residential areas, Telstra meets the communication needs of the community. At Sandhurst Club, we provide an advanced communication infrastructure in addition to Telstra's traditional copper network. Sandhurst's communication network provides a host of services, including distribution of analogue and digital free to air television, several movie channels, ultra-high speed broadband, IP telephony, Foxtel, security monitoring and gate operation for those who live in a gated precinct. Further services, such as a Club intranet, and video-on-demand are likely to be added. It is recommended that you refer to the information sheet IS8 Communication Network Specifications for more detail.

To obtain more detail, you should refer to the Sandhurst Club's website information sheet on 'Communication Network'.



6.0 EXTERNAL ELEMENTS, MATERIALS & COLOURS

All external materials and colours are required to be approved in writing by the ARC prior to the commencement of construction. You will be required to provide your external material and colour selections to the ARC at the time of final approval.

The external materials and colours should reflect the environment being created at the Sandhurst Club. Colours should be of light to mid tones in general terms, with feature colours and materials introduced to bring variety and individuality to the designs while at the same time maintaining consistency throughout the estate.

Highly reflective or bright colours are not permitted to be used as predominant colours. Other colour accent, including brighter, stronger colours can be approved when aesthetically used on detailed building elements. Such applications will be assessed on their individual merits.

Samples of your external material and colours **MUST** be provided to the ARC with your submission. Face brick will require a 3 brick sample pack. Areas of lightweight construction (such as cement sheet, weatherboard and composite cladding) and stonework are permitted in detailed sections to complement the overall design.

Within the estate there are particular requirements to render the complete dwelling and garage with face brickwork being not permitted as on the boulevard and golf course lots. Refer to 6.11 Distinctive Lots. It may be possible to provide a detail panel of brick, stone or other composite material to the satisfaction of the ARC.

Additionally, materials and finishes to consider depend on the location within the stage/precinct. The ARC may require alternative materials and finishes to meet this requirement.

Some light weight materials may be utilised to break up the render or brickwork in double storey dwellings; the colours should not be dark except as feature highlights in accordance with the requirements of the Code.

Accent materials being fascia, gutter, window trim, front door, balustrade and handrail should be complementary to the dwelling. It is recommended that the gutter match the roof tile as this produces a crisper result. Downpipes should match the adjacent wall colour and not be highlighted.

6.1 What To Submit

Application form: Complete the application form.

Samples: Provide samples of all proposed external materials and colours.

Coloured elevation: It is a requirement to provide a coloured up set of elevations to accompany the submission which clearly shows the extents of colours proposed.

6.2 Face Brickwork

Face brickwork is to consist of light to mid-range textures with no strong or predominant blends. Bricks with “red” as base will not be permitted. Bricks should be regular in shape and texture, with square edges.

The use of rough/tumbled bricks, split faced, rough blockwork or similar material is not permitted, however, smooth blocks can be considered on merit.

Some detail panel of stonework and the like can be considered on application. No bright or highly contrasting mortar colours will be considered.

Flush or rolled joints are to be adopted; raked brickwork joint is not permitted.

Dwellings with significant face brickwork are encouraged to incorporate sections of contrasting materials.

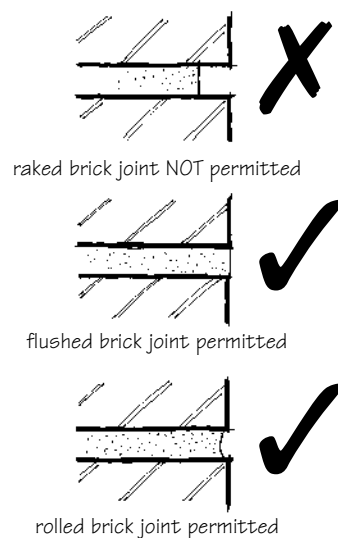


diagram 22

Brick Joints Detail

6.3 Render

The base or predominant colour of the dwelling is to be light to mid tone. The use of dark feature colours to detail panels can be permitted upon application. It is a requirement to provide a coloured up set of elevations to accompany the submission which clearly shows the extents of colours proposed.

It is recommended that the use of tone on tone be adopted, rather than highly contrasting colour schemes.

Bagging and painting can be included in the building design when used in conjunction with rendering provided that it is double bagged and painted.

6.0 EXTERNAL ELEMENTS, MATERIALS & COLOURS cont.

6.4 Garage Doors

Garage doors are to be panel lift or similar design. The use of roller doors to the street frontage is not permitted but can be considered to the rear of a residence where it can be adequately and effectively screened from public, lakefront and golf course view.

Garage doors are to be light in colour, complementing the design character and front façade. Dark colours for the garage door will not be approved. Timber cedar doors will be considered with a clear polyurethane finish, cedar look-a-like doors of light colour finished will be permitted.

Note: The use of tray deck finishes to garage doors is NOT permitted. The top panel of the door can be glazed, but no fan lights or the like are permitted.

6.5 Roof Material

Roofing materials are to be non-reflective concrete or terracotta tiles with a non-glazed finish in dark grey or charcoal colour range. Light coloured roof tiles will not be permitted. Colorbond is not permitted.

All associated roofing materials are to be the same colour, including pipe-work penetrations.

All roof penetrations such as pvc vent pipes and heater flues are to be painted to match the roof colour and not left exposed.

The use of Colorbond roofing will only be accepted to flat roof sections where required due to design implications, and approval on such basis will not be deemed to confer precedence. Such sections must be effectively screened from the 'street address'.

6.6 Fascia Colour

This colour should be similar to the dwelling colour but can be a contrasting colour if it complements the design.

6.7 Gutter Colour

Gutter colours are recommended to match the roof tile as this produces a crisper result.

6.8 Window Trim Colour

Window trims should be complementary to the dwelling and highly reflective colours should be avoided.

6.9 Front Door Colour

Front doors, including security screen doors, should be complementary to the dwelling and highly reflective colours should be avoided. Elaborate design security doors are to be avoided.

6.10 Balustrade and Handrail Colour

Balustrade and handrails should be complementary to the dwelling. These can be painted out in a contrasting colour to that of the main dwelling and can be darker for emphasis. Differing tones of the same hue should be considered.

6.11 Distinctive Lots

Sandhurst has a diverse range of lots within the estate and these will require specific treatment in relation to external materials and colours selection.

Boulevard Lots

Lots on the boulevard must be in render form only, with face brick and/or bagging NOT permitted. Render colours should be light to mid-range pastel toning, non-reflective and complementary to the streetscape.

Golf Course Lots

Lots on the golf course must be in render form only, with face brick and/or bagging NOT permitted. Render colours should be light to mid-range pastel toning, non-reflective and complementary to the streetscape.

Lake Front Lots

Lots on the lake front can be finished in face brickwork or render and small area of light weight material may be utilised to break up the render. Colours should not be dark except as feature highlights in accordance with the requirements of the Code. Also, notwithstanding this, each lot is to be considerate of actual location within the stage/precinct.

Townhouse Lots

These lots can be finished in face brickwork or render with colours to be in accordance with the requirements of the Code. Notwithstanding this, each lot is to be considerate of actual location within the stage/precinct.

Parkside Lots

Lots on parkside can be finished in face brickwork or render, with colours to be in accordance with the requirements of the Code. Notwithstanding this, each lot is to be considerate of actual location within the stage/precinct.



6.12 Letterbox

The location and design of a letterbox must accord with the requirements of Australia Post (please refer to Australia Post brochure for details).

Sandhurst Club has a number of recommended designs. This does not preclude a resident going outside these designs. Any other design should have the following characteristics:

- No greater than a cube of 500mm x 500mm x 1200mm.
- Must be made from substantial material and have a street number of not more than 100mm in height.
- Can be constructed from the same material as the house and painted same colour.
- Must not be standard metal post box form on a steel or wooden pole.
- It cannot have lacework or elaborate wrought iron attached.
- No planters or wall to be attached.
(Free standing letterboxes only).
- No bright colours or letters larger than 2cm in height for the name of the resident, should this need to be indicated.
- No illuminated letterboxes will be permitted.

Please submit a brochure or sketch design of your proposed letterbox to the Sandhurst Club ARC for assessment and approval in writing.

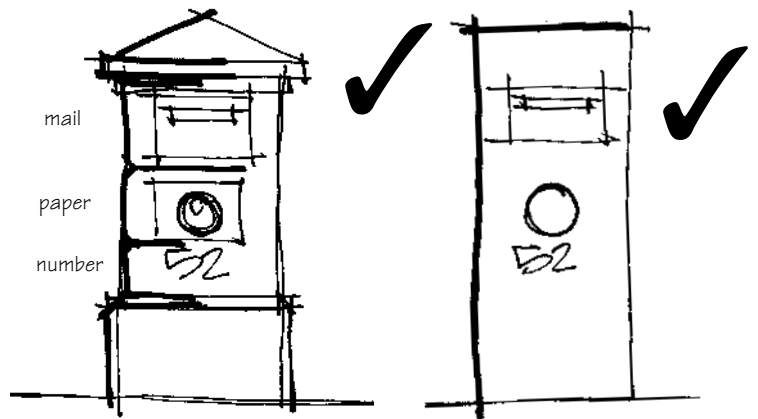
6.13 Fencing

A fencing policy applies within Sandhurst Club, detailing specific requirements to ensure a cohesive approach to fencing throughout the estate, and to maintain an open and relaxed environment whilst retaining your privacy. With this philosophy in mind front fences are not permitted for residential dwellings within the estate.

There are specific fence design requirements for the different types of lots and their locations. It is important to take these into consideration to ensure that your house design can accommodate the fencing requirements in place within the estate.

Sandhurst Club will construct fencing to rear of properties where the property borders either a cart path/recreation link, golf course, lake edge, boulevard and selected external boundary roads.

For a complete copy of the fencing policy, please refer to the info sheet on the website.



letterbox to be simple in form
- height, size, location to be in accordance
with Australia Post requirements

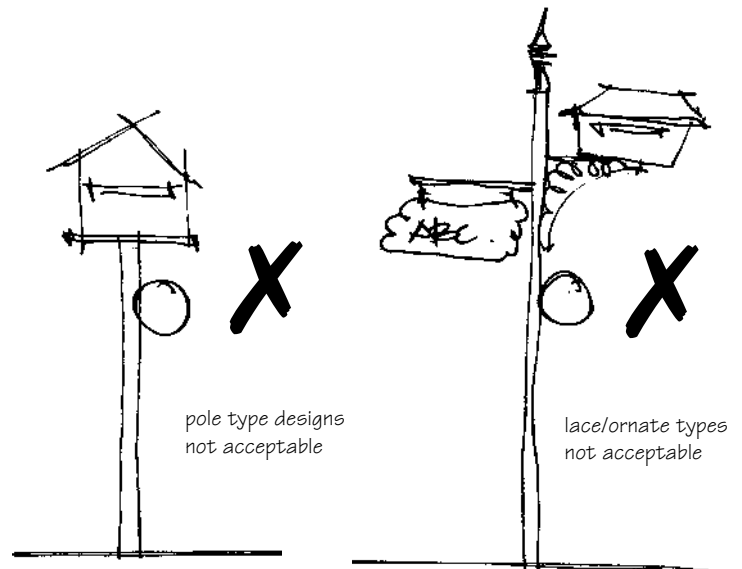


diagram 23

Letterbox Designs

6.14 Landscaping

The effective use of trees, shrubs, turf, garden beds and other forms of landscape embellishment to the front yard will enhance your residence as well as amalgamating the street address.

The following points should be noted:

- Landscape works must commenced within three (3) months and completed within six (6) months from house completion (Certificate of Occupancy);
- A plan of all hard or built elements must be submitted as part of the design approval process (refer 'typical landscaping plan' diagram 22);
- The plan should indicate house and garage footprint, driveway and parking, extent of paving, shade structures, clotheslines etc;
- Consult your local nursery on suitable species for your area as well as appropriate densities for effective planting, but bear in mind the Club's plant exclusion list;
- Ensure familiarity with tree growth habits, including mature heights and canopy spreads, in order to determine suitable locations and avoid future tree limb or root damage to underground services or buildings;
- A 400 mm border of planting is encouraged to all fence and house bases, in order to soften their impact and minimise weed growth in these areas;
- Seek garden designs from qualified landscape designers; and
- The Club's plant exclusion list of plants is available on the Club's website.

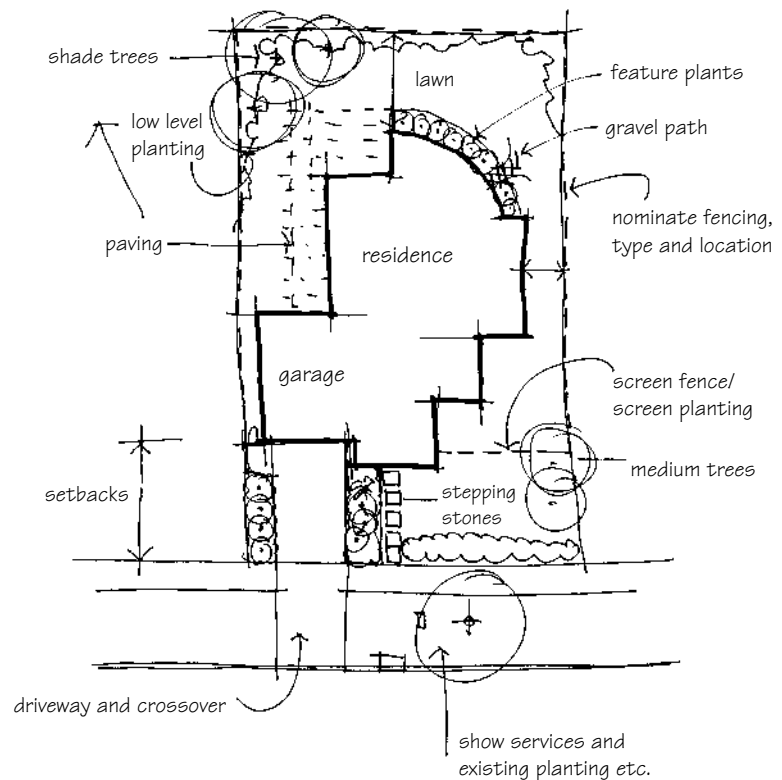


diagram 24

Typical Landscaping Plan



7.0 OTHER IMPORTANT CONSIDERATIONS

7.1 Commercial Vehicles, Boats, Caravans etc

To ensure that an attractive streetscape is maintained within the estate, commercial vehicles, caravans, trailers, boats and the like are not be parked at the front of properties. All such vehicles must also be screened from public view. This can be achieved by providing an enclosure or containing such items within a carport or located behind the residence or garage and screened from public view.

Boulevard, lakefront, golf course and reserve frontage properties will need to take additional care in the screening requirements for such items.

Parking of the above vehicles types on nature strips, adjoining properties, parking bays and the like is not permitted.

7.2 Outbuildings, Storage and Structures

Storage requirements should be taken into consideration during the design process of your home. At Sandhurst Club, you should endeavour to incorporate such requirements into the main dwelling structure or garage space.

Applications are to be made to the ARC for approval prior to installation.

You will require prior approval by the ARC for all outbuildings, storage-sheds and any other structures.

These include, but are not restricted to:

- Garden sheds;
- Store rooms;
- Pergolas and shade structures;
- Swimming pool structures;
- Spa; and
- Tennis courts and exterior lighting.

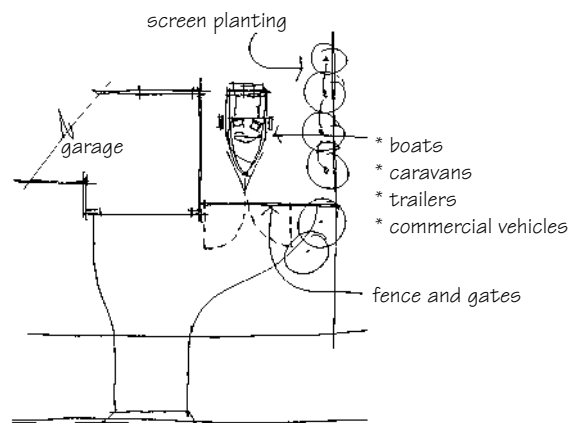
Additionally, any outbuilding or structure must be complementary in design and the materials, colours and finishes must be in balance with the main dwelling.

All garden sheds require ARC approval. There are restrictions on size and location. Garden sheds are not to protrude above the fence height, and must be screened from public view.

Where a garden shed is greater than 9sqm, then the design and finish is to match the dwelling with the use of a tiled pitched roof and materials. Colorbond would not be approved on this occasion.

Boulevard, lakefront and golf course lots will require a location assessment of the proposed "works" by the ARC before consideration for approval can be granted.

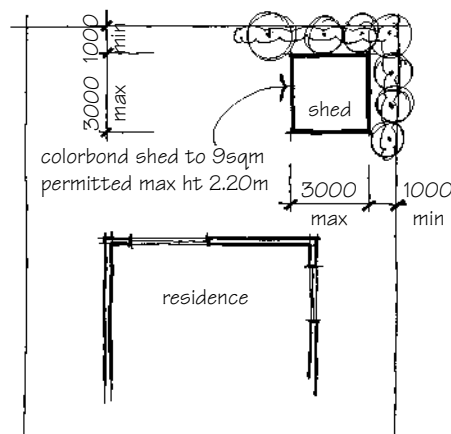
Hot water services, gas meters and rainwater collection tanks are to be screened from public view. Remember, landscape works are the most effective methods to achieve the desired result of screening.



* Parking of any vehicle on the nature-strip is not permitted.

diagram 25

Screening Solutions



- sheds up to 9sqm can be adopted to match the residence or painted to match the main dwelling.
- sheds greater than 9sqm are to be constructed from materials to match the dwelling including roof pitch and material
- sheds to be located at the rear of the property. Boulevard, Waterfront, Golf Course, Reserve lots require sheds to be located at sides of properties and screened from public view to the satisfaction of the ARC.

diagram 26

Standard Lot Garden Shed Set up

7.0 OTHER IMPORTANT CONSIDERATIONS cont.

7.3 Verandahs and Pergolas

Pergolas are considered to be timber framed structures with no roof sheeting.

Verandahs are considered to be a roofed structure.

The use of verandahs and pergola structures are encouraged where suitable.

The materials to be used are to be of reasonable size, with posts to be 125x125mm, and frame should be nominal 200mm deep beams.

Polycarbonate and/or Colorbond roof sheeting in a colour to match roof tiles is suitable for verandahs under 20sqm.

Verandahs exceeding 20sqm are required to have a 25 degree pitched tiled roof to match the dwelling, as are those exposed to feature areas such as the golf course, lake and boulevard.

Verandahs and pergolas must be set back to meet the required building envelope.

7.4 Shade Sails and Structures

The use of shade sails and structures can be permitted with prior approval from the ARC. They are to be of complementary design to the main dwelling.

For double storey dwellings the colour of the shade sail must be of a light natural toning to match the wall colour.

For single storey the shade sail should be a dark toning to match the roof colour.

The support posts for the shade sail are to be offset to meet the requirements of the building envelope applicable for the lot.

7.5 Swimming Pools

Approval for the siting of swimming pools within Sandhurst Club will be considered on the following basis:

(a) Above ground pools:

Within the Sandhurst Club approved building envelope, and not forward of the house.

(b) In ground pools:

Not forward of the house and within the building envelope, consideration will be given for siting outside the building envelope on an individual basis.

All locations must also meet the requirements of local and state government.

Pool fencing is to be considered as a separate issue from boundary fencing of the lot. Boundary fencing is not to be modified to accommodate pool fencing requirements. All fencing must also meet the requirements of local and state government.

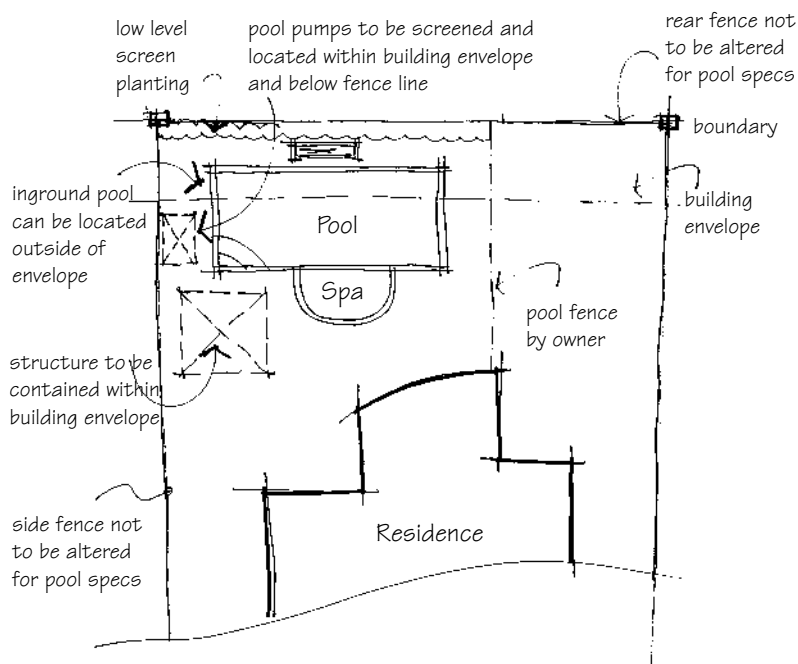


diagram 27
Pool Design

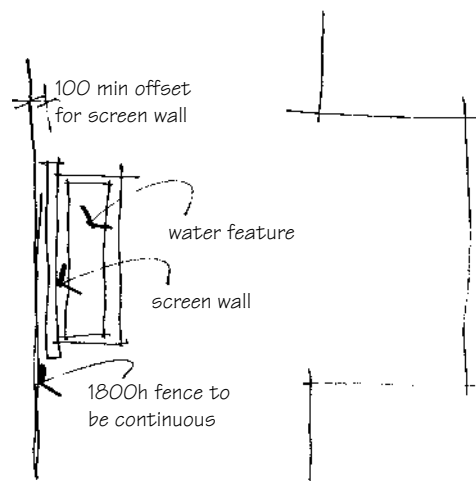


diagram 28
Water Feature Design



7.5 Swimming Pools cont.

Structures associated with a pool may only be constructed within the building envelope and screened from public view. Structures include pool pumps, sheds for the storage of pool materials, gazebos and feature walls or structures associated with waterfalls.

All of the above is subject to the site specific conditions as all lots are treated on an individual basis.

Swimming pool installation also introduces other considerations that are additional to the aforementioned requirements, such as easements, noise, lights, overlooking and other privacy issues / screening requirements.

ARC and local government deliberations will consider each of these matters.

7.6 Restrictions on Ancillary Equipment

Ancillary equipment such as air conditioning units, TV antennae, clotheslines, satellite dishes and the like are restricted as to their location and will not be permitted without written permission from the ARC.

7.7 Air Conditioning Unit

Air conditioning units are to be located below the roof ridgeline and screened from view by locating the unit towards the rear of the property. The units are to be coloured to match the roof colour, along with any associated pipe-work and ducting. The units shall be of low profile type and where appropriate, be fitted with noise baffles.

Final location of units will depend on lot location ie boulevard, golf course, lake frontage etc. In these areas air conditioning units should be positioned to minimise visual impact.

7.8 Solar Water Heating

Solar hot water heaters/panels for homes or swimming pools are permitted provided they are located on the roof and installed at the same pitch angle as the roof and, where practical, screened from public view. Tanks for such systems are not permitted to be located on the roof. The colour of such items is to match the roof colour including any associated pipe-work. They are to be located on the side or rear of the property and not to the front.

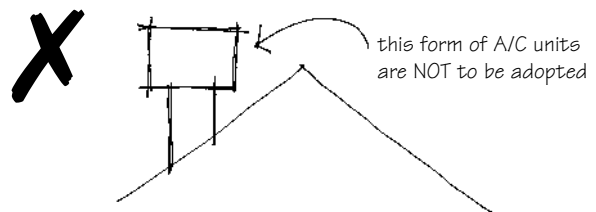
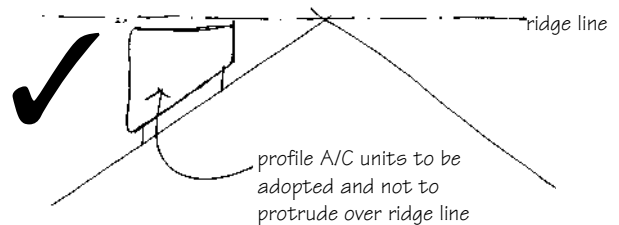


diagram 28

Air - Conditioning Units

7.0 OTHER IMPORTANT CONSIDERATIONS cont.

7.9 Television Antennae & Satellite Dishes

TV antennae and other antennae are generally to be contained within the roof space and not visible. Where antennae are to be externally mounted, they are to be located at the rear of the property, below the roofline.

Satellite dishes are to be located at the rear of the property, below the roofline and must have prior ARC approval before installation.

CB radio antennae will not be permitted on the estate.

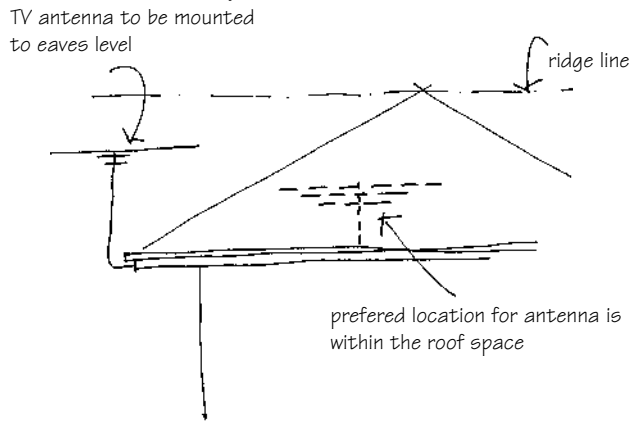


diagram 29

TV Antennae Location

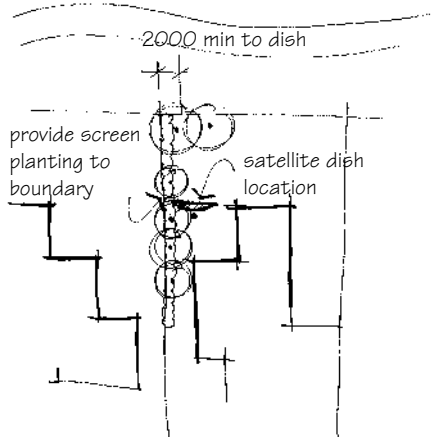
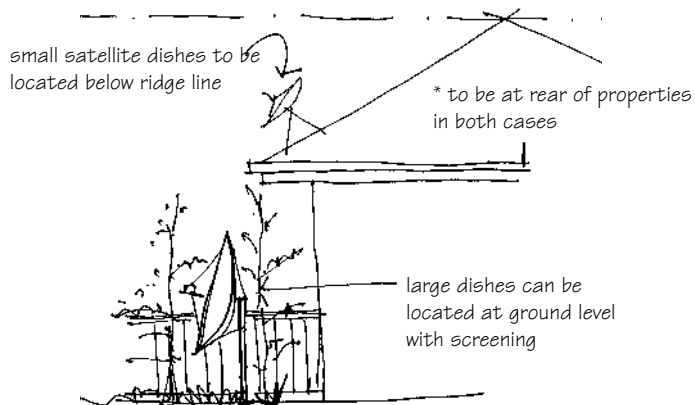


diagram 30

Satellite Dish Location

7.10 Clothes Lines and Drying Areas

Clothes lines and drying areas should be located such that they are obscured from public view.

Where lots are backing onto boulevard, golf course/recreation parks and public areas, clothes lines should be located to side areas and be screened. Another alternative is to provide internal drying facilities.

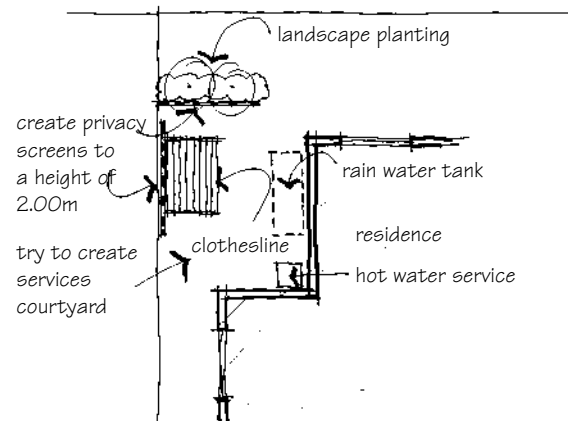


diagram 31

Clothesline, Hot Water Unit and Rain Water Tank

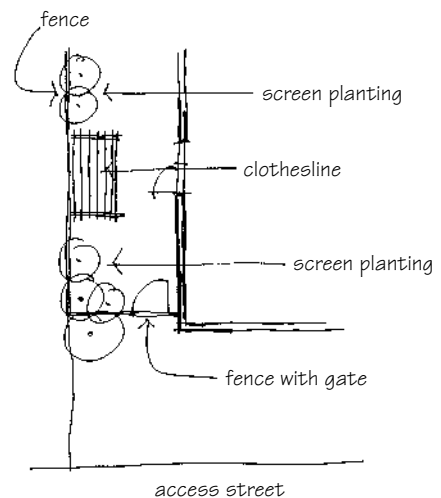


diagram 32

Clothes line Detail



7.11 Outdoor Lighting

Front yard and house front lighting is encouraged for both security and aesthetic reasons but care should be taken to ensure this element does not shine directly into the neighbouring properties.

7.12 Transportable Homes

Please note that transportable buildings are not permitted. 'granny flats' will not be permitted. Builder's site sheds are acceptable during the construction of the dwelling

7.13 Domestic Pets

In keeping with current environmental practices, Sandhurst Club has adopted a domestic pet policy reflective of the sensitive management of the flora, fauna and water course areas, which in turn provide natural habitat and feeding sources for bird life within these areas.

Consequently, if you own a dog or cat you are to adhere to the Domestic (Feral and Nuisance) Animals Act 1994 or any subsequent update. A copy of "dogs, cats, neighbours & you – a consumer guide to the law about owning a dog or cat" is available from Frankston City Council.

7.14 Energy Efficiency

In designing your home, the residence can be made more comfortable to live throughout the year by working within the environment and creating living areas that maximise sun and shade factors depending on the season.

As an example, the use of natural breezes to cool residences rather than the constant use of air conditioners should always be considered. Being aware of prevailing winds and north orientation can aid in the total environment created, along with cost efficiencies achieved with home running costs.

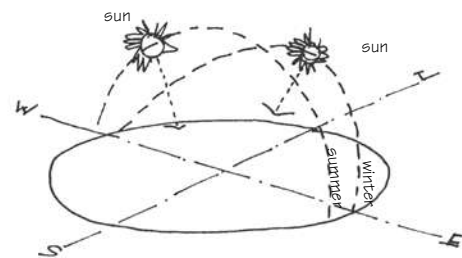
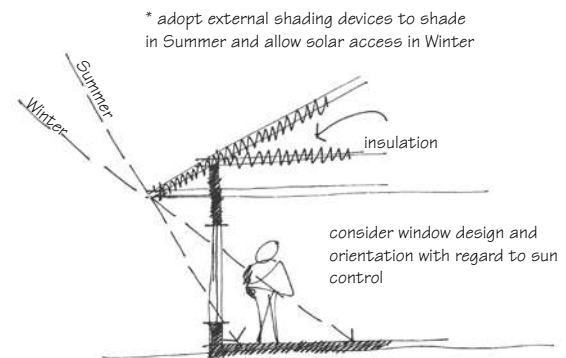
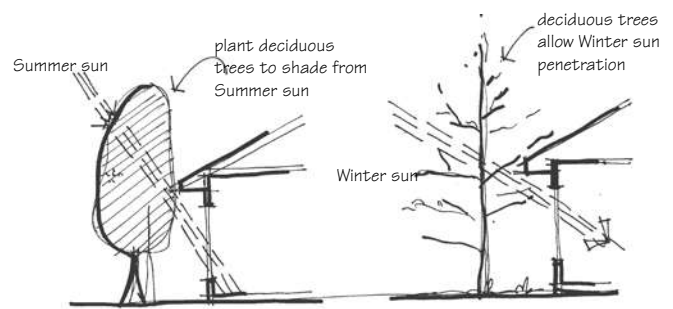
The ARC requires that a copy of the 5 Star Energy Rating Certificate for the dwelling be lodged prior to commencement of construction.

7.15 Water Efficiency

Water tanks must have ARC approval and be appropriately screened from public view. Sandhurst estate actively supports the use of recycled water and you should seek the recycled water guidelines document from the Club's Membership Services' staff.

All homes constructed on the estate must include fittings and connections to the Sandhurst Club recycled water system, as specified by the relevant authorities, to allow toilet flushing and garden irrigation to use recycled water provided within the Sandhurst Club.

You are required to submit plumbing plans to the ARC for approval.



* Consider orientation of Summer and Winter sun

diagram 33

Sun Control & Orientation

7.0 OTHER IMPORTANT CONSIDERATIONS cont.

7.16 Signage

Signage for advertisement of products and businesses are not permitted on allotments unless the ARC has granted prior approval. This also applies to real estate signs.

Builders/tradepersons are required to erect a sign which displays the lot number, building company name, contact person and details during the construction period of the dwelling.

The maximum area for such signs is 1.5 square metres. The signs must be removed at the completion of construction.

7.17 Asset Protection

Members (owners of land) at Sandhurst Club are responsible for any damage their builder (and the builder's contractors) may cause to Sandhurst Club assets, such as footpath, kerbing, nature strips and street furniture and the like. Prior to the commencement of construction on your property a refundable bond is to be paid that will be deposited into a trust fund administered by the Club. Your lot will be inspected at regular intervals during the construction phase and if all assets are protected and no damage identified, the Club will return the bond in full upon presentation of the Certificate of Occupancy.

Please refer to the website for information sheet IS-17 for details.

7.18 Certificate of Occupancy

At the completion of construction you are required to provide to the ARC a copy of your Certificate of Occupancy.

7.19 Compliance

Construction or changes to the dwellings and other structures without obtaining permission from the ARC are considered non compliance. Non compliance effectively defrauds those residents who have complied. Power exists under the Constitution to require these residents to comply.

The overall objective of the code is to provide a pleasant and satisfying urban environment through the approval process and compliance with the Code and Club Rules.

Issues of non-compliance that are not rectified as requested, or are the subject of further action, will be noted and placed on the Lot's file, for subsequent inclusion in Form 1 as an outstanding non-compliance matter when the owner sells the house.

To avoid this circumstance, the ARC urges you to read the Code, familiarise yourself with its requirements and to undertake the construction of your residence in a manner which complies with the approval granted.

If you are unsure at any stage what you need to have approval for and or wish to construct or make a change to any approval you have, then please contact the ARC, who are available to assist and help you.



8.0 ARC FEES AND CHARGES

An ARC levy is payable at the time each new lot is settled. This levy is \$990 (incl GST) in respect of stages.

This levy covers a lot owner making a preliminary application to the ARC for general comment about their design through to undertaking the final design assessment of the plans, which includes the following documents:

- Building design plans;
- External materials and colours;
- Landscape plan, (includes driveway, letterbox, fences);
- Security and communication network plan; and
- Plumbing and water recycling plan.

Should a lot owner choose to resubmit a new and different set of plans, then an additional final approval fee of \$990 (incl GST) will need to be provided with the application to enable assessment. The ARC will not accept the application without the fee being enclosed.

Should a lot owner submit a landscape plan after final approval has been granted, there is no additional fee charged, as this is included in the original settlement fee.

A miscellaneous approval fee of \$250 (plus GST) is charged for any other application made to the ARC such as garden sheds, cubby houses, air conditioning units, pools, tennis courts and extensions/renovations to existing buildings.

A miscellaneous approval fee is applied to lot owners that have received final approval but have failed to sign the contract agreement attached to their approval and returned this to the ARC office within the specified time. The lot owner in this situation is required to resubmit their building design plans and external materials and colours for assessment and approval by the Committee. Failure to sign the contract renders the original approval void and therefore non compliant.

All fees are to be made payable to 'ClubLINKS Pty Ltd'.

9.0 CHECKLIST

Before submitting your application and plans to the ARC for assessment, please ensure that all essential information is included with the documentation. This is important to avoid unnecessary delays due to lack of information and incomplete submission. Failure to provide this information will delay the assessment process and may incur additional costs.

9.1 Submission for Preliminary Assessment

Cover letter	☐
Completed application form	☐
Site plan	☐
Floor plan	☐
All elevations	☐
ARC fee payment (if applicable)	☐

9.2 Submission for Final Approval

Cover letter	☐
Completed application form	☐
External materials & colours form	
Sample and colour charts	☐

Building Plans:

• A3 site plan (1:200 Scale)	☐
Building envelope and setbacks	☐
Driveway and crossover	☐
North point	☐
Adjacent buildings	☐
Location of services	☐
Existing trees and posts	☐
Parking bays	☐
Footprint of building	☐
Contours (if any)	☐
• A3 floor plans (1:100 Scale)	☐
Calculations for building area	☐
Calculations for site coverage	☐
• A3 roof plan (1:100 Scale)	☐
• A3 all elevations (1:100 Scale) (indicate height of building)	☐
• A3 sections (1:100 Scale) (indicate height of building)	☐
• Shadow and overlooking diagrams (only for double storey dwellings)	☐
• ARC fee payment (if applicable)	☐
• Asset bond deposit of \$1500 to the Club	☐



SANDHURST CLUB HOMEOWNER BUILDING GUIDE MAY 2011





SANDHURST
CLUB



2026/27 RESIDENT SUBSCRIPTION FEES

Dear Member,

On behalf of the Board of Directors and Executive Management Team of Sandhurst Club, I would like to thank you and your family for your continued support over the past year.

As communicated at the recent Annual General Meeting, we announced a series of projects designed to support Sandhurst's governance transformation and long-term financial sustainability.

A central pillar of this work has been the Capital Management Project, which represents a strategic shift in how Sandhurst understands, plans for, and invests in its assets.

The Capital Management Project has undertaken a comprehensive assessment of Sandhurst's assets and established a detailed 20-year capital plan designed to support the Club's sustainability, resilience, and future growth.

The project provides the Board and Management with:

- A complete and structured asset inventory across golf, residential, sporting, hospitality, and community infrastructure.
- Clear lifecycle visibility, enabling evidence-based renewal and replacement decisions.
- A dynamic, long-term financial model linking capital investment, operating strategy, reserves, and debt capacity.
- A cloud-based system delivering real-time insight into capital priorities, costs, and timing.

This approach embeds governance best practice by ensuring capital decisions are transparent, disciplined, and aligned with Sandhurst's long-term strategic objectives.

We are pleased to announce a strategic shift to a Surplus-for-Purpose model. The Capital Management Project underpins this broader evolution, moving Sandhurst from a traditional not-for-profit mindset to a surplus-for-purpose framework.

This shift recognises:

- Financial sustainability is essential to delivering high-quality facilities and services.
- Capital growth and responsible reinvestment protects the Club for future generations.
- Members are stewards and custodians of the community.

Under this model, surplus funds are not an end in themselves, but a means to responsibly reinvest in assets, manage risk, and preserve Sandhurst's long term quality and value creation.





Our Operating Context

Sandhurst operates as a highly complex, integrated ecosystem encompassing:

- 272 hectares of land in total, 160 hectares dedicated to golf courses, parks, and waterways
- 37 parks and gardens
- More than 50 kilometres of combined pathways.
- Extensive Club facilities, including:
 - Health Club
 - Indoor pool
 - Tennis and basketball courts
 - Two golf courses and a driving range
 - Central clubhouse with members' bar, restaurant, café, and multiple event spaces
 - Provision of on-site landscaping, maintenance, and security services

Sandhurst is a growing community comprising 1,318 residential lots and approximately 4,000 resident members.

Managing this scale and complexity requires a disciplined, data-driven, and forward-looking approach to asset management and financial planning.

Why Asset Management Matters

Effective asset management ensures that:

- Renewal and replacement decisions are evidence-based and proactive, rather than reactive.
- Capital investment is strategically prioritised.
- Reinvestment, reserves, and debt are balanced responsibly.
- Long-term financial stability is protected.
- Members have confidence in how funds are managed.
- The Board and Management look beyond annual budgets to make informed decisions that safeguard Sandhurst's future.





Looking ahead

Sandhurst now has a strong foundation to:

- Guide capital investment decisions over the next two decades.
- Inform fee structures and long-term funding strategies.
- Strengthen transparency, accountability, and governance.
- Ensure Sandhurst continues to be both a great club and a great business.

The Board considers this work critical to meeting its stewardship responsibilities and to securing Sandhurst's success for current and future members.

Should you require any further information about the Resident Subscription Fees for 2026/27, please contact the Club at club@sandhurst.com.

On behalf of the Sandhurst Club Board and Executive Management Team

Stephen Short
Chair, Sandhurst Club Ltd



For the most up-to-date details on resident membership benefits and related information, please visit the Members-Only section of our website at www.sandhurst.com, or refer to the Sandhurst App.

2026/27 Resident Subscription Fee Breakdown	Annual	Monthly
Subscription Fee	\$4,441.80	\$370.15
Asset Management Reserve (Estate)	\$365.40	\$30.45
Total Payable	\$4,807.20	\$400.60
Increase on previous year	(+\$207.20 or +4.5%)	(+\$17.27)



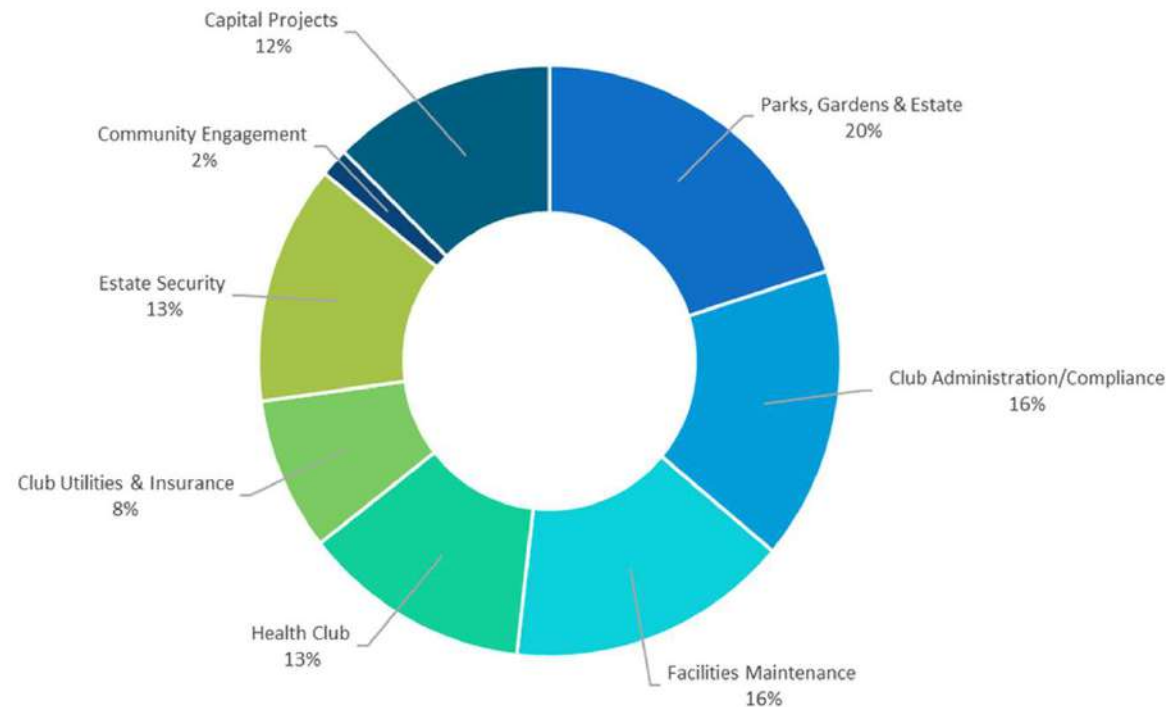
HOW ARE MY RESIDENT SUBSCRIPTION FEES FORECASTED TO BE USED BY THE CLUB?

The resident subscription fees collected by Sandhurst Club each year are reinvested directly into the operation, maintenance, and long-term sustainability of the Estate and clubhouse precincts. These funds ensure the continued upkeep of community facilities, essential services, and major capital works that support the quality of living across the Estate.

The start of the asset renewal plan has been accounted for in the fees. In each allocation there are assets that are 100% Residential and some that are shared. Examples of shared assets are the clubhouse, health club facilities, pool, pathways, bridges, car parking etc.

For the 2026 financial year, the “forecast” allocation of resident subscription fees is as follows:

- Parks, Gardens & Estate Maintenance – 20%
- Club Administration & Compliance – 16%
- Facilities Maintenance – 16%
- Health Club Operations – 13%
- Utilities & Insurance – 8%
- Estate Security – 13%
- Community Engagement – 2%
- Capital Projects – 12%





SANDHURST CLUB LIMITED RESIDENTIAL CODE

March 2008

May 2008

Current – December 2010

SANDHURST CLUB LIMITED RESIDENTIAL CODE

SANDHURST CLUB LIMITED RESIDENTIAL CODE

INTERPRETATION

- 1.1 This Residential Code is to be interpreted having regard to the following objectives of the Developer and Sandhurst Club Ltd:
- 1.1.1 enhancing the amenity of every Lot and Sub Lot on the Plan of Subdivision and every other lot and sub lot on other plans of subdivisions forming part of Sandhurst Club Ltd;
 - 1.1.2 protecting and improving the investment of each Member;
 - 1.1.3 ensuring compliance with the Residential Design Guidelines;
 - 1.1.4 the security of each Residence within Sandhurst Club;
 - 1.1.5 maintaining and enhancing any landscaping for which Sandhurst Club Ltd is responsible within the Plan of Subdivision; and
 - 1.1.6 maintaining and enhancing the watercourses and wetlands for the benefit of all Members and the owners of lots on other plans of subdivision forming part of Sandhurst Club .
- 1.2 The by-laws and rules set out in this Residential Code are made pursuant to Rule 21.1.2.4 of the Constitution.
- 1.3 To the extent that expressions are capitalised in this Residential Code but are not defined terms, they shall have the meaning set out in the Constitution unless the context otherwise requires.

2. DEFINITIONS

In these Rules unless the context otherwise requires the following definitions apply:

approved means approved of in writing by the Sandhurst Club Ltd Architectural Review Committee;

Bond means the amount of \$1,500 (exclusive of GST) or such other amount nominated from time to time by the Sandhurst Club Ltd Architectural Review Committee for the purposes of asset protection;

Builders' Site Use Guidelines means the guidelines for on the use and occupation of all Lots on the Plan of Subdivision (a copy of which is attached in Schedule 1) by a builder or other contractor engaged by a Member (as amended from time to time by the Sandhurst Club Ltd Architectural Review Committee) established for the purposes of achieving the expressly stated objectives of the Residential Code;

Constitution means the constitution of Sandhurst Club Ltd ACN 083 191 364;

Developer means the companies comprising the Sandhurst Developments Joint Venture as the original owner and developer of the lots on the Plan of Subdivision or its assignee;

SANDHURST CLUB LIMITED RESIDENTIAL CODE

Designated Medium Density Lot means a Lot designated for potential future re-subdivision for medium density development on the Plan of Subdivision;

Golf Cart Information Sheet means the Sandhurst Club Information Sheet IS-15 (as amended from time to time), a copy of which is available from the Sandhurst Club Ltd Architectural Review Committee on request;

Golf Course means the golf course/s situated on land adjoining or in the vicinity of the Plan of Subdivision;

Golfside Lot means a Lot adjacent to the Golf Course/s;

Golfside Member means a Member who is an owner of a Golfside Lot;

Lot means any lot on the Plan of Subdivision including but not limited to a Sub Lot, or a Golfside Lot;

Member means a member of Sandhurst Club Ltd who is the owner and shareholder of any Lot or a Sub Lot on the Plan of Subdivision;

Plan of Subdivision means the Plan of Subdivision to which this Residential Code is attached and such other plans of subdivision as may be merged with the Plan of Subdivision;

Plant Exclusion List means the Plant Exclusion List contained in Sandhurst Club Information Sheet IS-16 (as amended from time to time), a copy of which is available from the Sandhurst Club Ltd Architectural Review Committee on request;

Proper landscaping means that all visible areas must be cleared and grassed, planted or otherwise covered with a vegetation constituting a beautifying surface to the satisfaction of the Sandhurst Club Ltd Architectural Review Committee;

Residence means one permanent non-transportable single private residence;

Residential Code means this Sandhurst Club Ltd Residential Code;

Residential Design Guidelines means the 'Sandhurst Club Homeowner Building Code - Residential Design Guidelines' for the design, development and use controls for all Lots on the Plan of Subdivision (a copy of which is available for inspection from Sandhurst Club Ltd on request), as amended from time to time by the Sandhurst Club Ltd Architectural Review Committee for the purposes of achieving the expressly stated objectives set out in Rule 1.1 above contained in Schedule 2;

Rule means a rule contained in this Residential Code;

Sandhurst Club Ltd Architectural Review Committee means a panel appointed by the Developer and comprising representatives of the Developer and a qualified architect/planner for the purposes of assessing compliance by Members with the Residential Design Guidelines;

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Sandhurst Club means the Sandhurst Club residential golf estate operated by Sandhurst Club Ltd and which includes all Lots or Sub Lots within the Plan of Subdivision and the Golf Course;

Sandhurst Club Ltd means Sandhurst Club Ltd ABN 61 083 181 364 of 75 Sandhurst Boulevard Skye Vic 3977;

Settlement Date means the date of transfer of any Lot (other than a Sub-Lot) on the Plan of Subdivision by the Developer to a Member;

Sub Lot means a lot created on an approved plan of re-subdivision of a Designated Medium Density Lot;

Visible Areas means all ground areas of a Lot which are visible from the street frontage of that Lot;

Watercourse includes a lake, creek, river, drain, dam or other similar water storage or watercourse area; and

Watercourse Lot means a Lot adjacent to a Watercourse.

3. DEVELOPMENT OF A LOT

Each Member of Sandhurst Club Ltd **must do** the following on each Lot of that Member:

3.1 Construct a residence

commence construction of a Residence on each and every Lot of the Member within three years of the Settlement Date for that Lot;

3.2 Complete construction of a Residence

expeditiously complete construction of a Residence on a Lot within 12 months from the commencement of its construction to the satisfaction of the Sandhurst Club Ltd Architectural Review Committee;

3.3 Maintenance

maintain the Lot and the nature strip by the regular watering and cutting of grass and keeping the Lot and the nature strip in a safe and tidy condition to the satisfaction of the Sandhurst Club Ltd Architectural Review Committee prior to, during and after completion of the Residence on that Lot;

3.4 No development other than a Residence

not develop the Lot for any purpose other than as one Residence with an incorporated garage and any necessary outbuildings (subject to approval) and improvements other than those Lots which are Designated Medium Density Lots;

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3.5 No Objection

not object to or appeal against any form of approval being granted for medium density residential development on a Designated Medium Density Lot;

3.6 Nature of Residence

ensure that a Residence constructed on a Lot complies with the following:

3.6.1 *Size*

for a Lot greater than 450m² in total area, the minimum total floor area of a Residence must be 180m². The total floor area of a Residence for the purposes of this Rule includes the external walls but excludes garages, verandahs and other enclosed areas

3.6.2 *garage*

contains a garage making provision for fully enclosed and covered parking accommodation of not less than two motor vehicles, unless otherwise agreed to in writing by the Sandhurst Club Ltd Architectural Review Committee. The garage on a Lot must match or complement the Residence on that Lot in respect of materials used, the design, external appearance, colour and the quality of construction in accordance with the provisions of the Residential Design Guidelines;

3.6.3 *external surfaces and materials of a residence*

all external surfaces and materials of a Residence on a Lot must be approved of in writing by the Sandhurst Club Ltd Architectural Review Committee before commencement of construction of a Residence;

3.6.4 *security system*

includes the supply and installation of a security monitoring system approved by Sandhurst Club Ltd for the Residence which is:

3.6.4.1 connected to a central monitoring station manned 24 hours per day (or such other time as is stipulated by the Sandhurst Club Ltd Architectural Review Committee) by or on behalf of Sandhurst Club Ltd, and

3.6.4.2 approved of in writing by the Sandhurst Club Ltd Architectural Review Committee;

3.7 No Works without Approval of Plans and Specifications

not commence any works on a Lot, including any alterations, additions or renovations to a Residence on a Lot, unless and until plans and specifications of such works have been submitted to and approved of in writing by the Sandhurst Club Ltd Architectural Review Committee and payment of the Bond amount is

SANDHURST CLUB LIMITED RESIDENTIAL CODE

received and receipted by the Sandhurst Club Ltd Community Relations Manager. All plans submitted for approval by the Sandhurst Club Ltd Architectural Review Committee must be of a minimum A3 size. Only original A3 size plans (or larger) will be approved by the Sandhurst Club Ltd Architectural Review Committee;

3.8 Recycled Water Connection

ensure that any Residence constructed on the Member's Lot includes fittings and connections to the Sandhurst Club recycled water system, as specified by the relevant authorities, to allow toilet flushing and garden irrigation to use recycled water provided within the Sandhurst Club;

3.9 Optical Fibre Network Connection

ensure:

3.9.1 that any Residence constructed on the Member's Lot is wired for connection to the Sandhurst Club optical fibre communications network in accordance with the specifications established by the Sandhurst Club Ltd Architectural Review Committee from time to time and the information set out in the Communications Network Specifications Information Sheet; and

3.9.2 that such wiring is installed by a contractor approved or authorised by Sandhurst Club Ltd Architectural Review Committee;

3.10 Residential Design Guidelines

comply with the Residential Design Guidelines as set out in Schedule 2;

3.11 Builders' Site Use Guidelines

ensure that any builder of a Residence on that Member's Lot complies with the Builders' Site Use Guidelines;

3.12 Regular Inspection of Works

allow a representative of Sandhurst Club Ltd Architectural Review Committee to conduct inspections as deemed necessary of any works in progress on a Lot for the purpose of ascertaining compliance with the approved plans and specifications for such works and with any of the rules of the Residential Code;

3.13 Rectification of Non-Compliances

rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on the Member by the Sandhurst Club Ltd Architectural Review Committee;

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3.14 Cease Construction on Demand

cease construction of works on a Lot if required by notice in writing served by the Sandhurst Club Ltd Architectural Review Committee pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot; and

3.15 Enforcement Costs

pay all costs incurred by Sandhurst Club Ltd in respect of the enforcement of this Residential Code and the Residential Design Guidelines in respect of the Member's Lot.

4. DESIGNATED MEDIUM DENSITY LOTS

Notwithstanding Rule 3 of this Residential Code, a Developer Member (as defined in the Constitution) of a Designated Medium Density Lot can subdivide the Designated Medium Density Lot provided that the Developer Member first of all does the following:

- 4.1 submits plans and specifications for the re-subdivision and development of the Designated Medium Density Lot to the Sandhurst Club Ltd Architectural Review Committee for approval;
- 4.2 ensures such plans and specifications do not include a plan of re-subdivision of the Designated Medium Density Lot which creates more than the approved number of new lots; and
- 4.3 otherwise complies with the provisions of the Constitution and this Residential Code (except for such exemptions as the Sandhurst Club Ltd Architectural Review Committee may grant) for each Sub Lot and such other requirements as the Sandhurst Club Ltd Architectural Review Committee may reasonably impose in respect of each Sub Lot.

5. RESTRICTIONS ON DEVELOPMENT OF A LOT

Each Member of the Sandhurst Club Ltd **must not** do or allow the following to be done on any Lot of that Member:

5.1 No Tennis Court/Exterior Lighting Without Approval

construct any tennis courts or associated exterior lighting on a Lot without the approval in writing of the Sandhurst Club Ltd Architectural Review Committee;

5.2 Restrictions on Certain Kinds of Fences

- 5.2.1 construct any fence other than a fence approved in the Residential Design Guidelines;
- 5.2.2 construct any fence forward of the building up to the building frontage setback line unless such fence is approved of in writing by the Sandhurst Club Ltd Architectural Review Committee;

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5.2.3 on any Lots with boundaries adjoining more than one road, construct any fence unless such fence is approved of in writing by the Sandhurst Club Ltd Architectural Review Committee; and

5.2.4 on any Lots with boundaries on more than one road, remove the whole or any part of a fence erected by the Developer fence (as specified in the Residential Design Guidelines) to create any form of access from the road to the Lot or to erect a letterbox or similar structure on or in such fence or on the former site of the whole or part of such a fence removed in breach of this Rule;

5.3 Prohibition on Certain Sheds

construct any storage or other shed on a Lot without the written approval of the Sandhurst Club Ltd Architectural Review Committee. Approval will not be given for any shed which:

5.3.1 protrudes above boundary fence height and does not match or complement a Residence on that Lot and its fences in respect of colour and materials; or

5.3.2 is not located at the rear of a Residence on that Lot nor effectively screened from public view.

5.4 Restrictions on Equipment

install any air conditioning or evaporative cooler on a Lot unless the following applies:

5.4.1 it is contained wholly within a Residence on that Lot below the ridgeline of the roof and is of similar colour to the roof; and

5.4.2 wherever possible not to be visible from the street frontage of that Lot

and that otherwise complies with the Residential Design Guidelines;

5.5 Restrictions on Solar Hot Water Heaters

install a solar hot water heater on a Lot unless it fits the roof profile of the Residence on that Lot and is not elevated at an angle to the roof profile and otherwise matches or complements such Residence and that otherwise complies with the Residential Design Guidelines;

5.6 Restrictions on Installation of Clothesline/Rainwater Tank

install:

5.6.1 a clothesline on a Lot except in accordance with the manufacturer's instructions and in a location on that Lot which is not visible from adjoining public areas; or

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- 5.6.2 a rainwater tank on a Lot except in accordance with the manufacturer's instructions, in a location on that Lot which is not visible from adjoining public areas and with the prior written approval of the Sandhurst Club Ltd Architectural Review Committee;

and that otherwise complies with the Residential Design Guidelines; and

5.7 Restrictions on Television Antenna/Radio Antenna/Satellite Dishes

install a television or radio antenna or satellite dish on a Lot unless it is:

- 5.7.1 located at the rear of a Residence on that Lot;
- 5.7.2 approved in writing by the Sandhurst Club Ltd Architectural Review Committee; and
- 5.7.3 one of the following applies:
- 5.7.3.1 the installation is contained within the roof space between the ceiling of such Residence and the underside of the roof of such Residence; or
 - 5.7.3.2 the installation is screened or not visible from public view.

6. RESTRICTIONS ON OCCUPATION OF A LOT

Each Member of Sandhurst Club Ltd **must do** and ensure that the following is done in relation to the use and occupation of each Lot of that Member:

6.1 Prompt Occupation of a Residence

- 6.1.1 occupy a Residence constructed on a Lot or arrange for such Residence to be occupied immediately following the completion of the Residence to the satisfaction of the Sandhurst Club Ltd Architectural Review Committee; and
- 6.1.2 supply to the Sandhurst Club Architectural Review Committee a copy of the Certificate of Occupancy upon completion of the dwelling.

6.2 Construction of Driveway

complete construction of a driveway to the crossover between the road and the parking area on a Lot in accordance with the Residential Design Guidelines and any requirements of the Sandhurst Club Ltd Architectural Review Committee and Frankston City Council, prior to occupation of a Residence on that Lot;

6.3 Landscaping of a Lot

commence the proper landscaping of all Visible Areas within three months after the date of occupation of a Residence on that Lot and complete the same within six months after the date of occupation;

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6.4 Construct Fences & Garages

construct or install approved fences (and/or garages if the garage wall forms part of the boundary fence) in accordance with the Residential Design Guidelines;

6.5 No Rubbish Disposal Containers Unless Screened

ensure that any rubbish disposal container on a Lot is screened from public view except on days designated for rubbish collection;

7. RESTRICTIONS ON SALE

Each member of Sandhurst Club Ltd **must not** sell a Lot within two years of the Settlement Date without completing construction of a Residence on that Lot in accordance with this Residential Code, unless Sandhurst Club Ltd is reasonably satisfied that one of the following applies:

- 7.1 the Member is selling that Lot to a relative of the Member. The term "relative" for the purposes of this Rule means a person defined in section 3 of the *Duties Act* 2000 (Vic);
- 7.2 the Member is forced to sell that Lot for one of the following reasons:
 - 7.2.1 the financial indebtedness of a Member or a relative of a Member;
 - 7.2.2 the death of a Member or a relative of a Member;
 - 7.2.3 a Member is no longer able to live in the State of Victoria or
- 7.3 the Member is a registered builder who is selling a house and land package before or during construction of a Residence; or
- 7.4 any other reason accepted by the Sandhurst Club Ltd;

PROVIDED ALWAYS that the Member has provided a written statement (in the form stipulated from time to time by Sandhurst Club Ltd) to the Sandhurst Club Ltd or its manager fully stating the circumstances and that the Sandhurst Club Ltd has confirmed in writing that it is reasonably satisfied as to the contents of that statement before any sale proceeds.

- 7A A Member who is permitted to sell a Lot pursuant to Rule 7 must have paid to Sandhurst Club Ltd the sum of \$450 (plus GST) being the expenses of Sandhurst Club Ltd in processing the house plans to be prepared for consideration by the Sandhurst Club Ltd Architectural Review Committee.
- 7B A Member who is granted consent by Sandhurst Club Ltd to sell their Lot within 2 years of the settlement date of their Lot without completing construction of a Residence on that Lot must, upon such approval being granted by Sandhurst Club Ltd, pay to Sandhurst Club Ltd an amount equivalent to 2 years Subscription Fees.

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- 7C If a Member sells, transfers or otherwise disposes of their Lot, the Member must also ensure that they also transfer to their purchaser, transferee or disponent their Resident Membership applicable to the Member's Lot in accordance with Clause 13.2 of the Constitution.

8. AMENITY CONTROLS

Each member of the Sandhurst Club Ltd **must not** do any of the following:

8.1 No Breach of Homeowner Residential Design Guidelines

breach any provisions of the Residential Design Guidelines on a Lot or in the vicinity of a Lot;

8.2 Restrictions on Carparking

8.2.1 - park or allowed to be parked on a Lot or any other land in the vicinity of a lot, any commercial vehicles as determined by compliance/management, any caravans, trailer, boats or any other mobile machinery unless such vehicles are housed in a garage on a lot or screened from view

8.2.2 park or store any type of vehicle on your nature strip (registered or unregistered or parts thereof).

8.3 No Vehicle Repairs

carry out or caused to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs or restorations of any vehicle, caravan, boat, trailer or other mobile machinery unless carried out at the rear of a residence on a Lot in a location which is screened from public view;

8.4 No Signs

erect or display any sign, boarding or advertising of any description whatsoever on a Lot (including a "For Sale" sign) unless the consent in writing of the Developer or Sandhurst Club Ltd has been first obtained (whether or not a Residence has been constructed on the Lot).

8.5 No Shared Fencing

if a Lot adjoins a public reserve, road, lake, waterway or the Golf Course, claim any sum from the Developer by way of contribution to the costs of construction of a fence on the common boundary between a Lot and such public reserve, road, lake, waterway or the Golf Course;

8.6 Not plant or grow certain plants or vegetation

plant nor allow any plant or vegetation listed in the Plant Exclusion List to be planted or grow on a Lot or in the vicinity of a Lot;

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8.7 Not Neglect Maintenance

neglect (as determined by the Sandhurst Club Ltd Architectural Review Committee) the maintenance and care of the following:

- 8.7.1 any Residence or garage, or outbuildings constructed on a Lot;
- 8.7.2 any gardens, landscaping or other open areas on a Lot which are visible to the public; and
- 8.7.3 the nature strip area contiguous with the Lot.

8.8 Fencing

- 8.8.1 alter or remove any fence without Sandhurst Club Ltd Architectural Review Committee's approval;
- 8.8.2 allow any fence to fall into a state of disrepair;
- 8.8.3 claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot; nor
- 8.8.4 repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;

8.9 Golf Carts

- 8.9.1 use a golf cart within the Sandhurst Club development, including but not limited to all roads and paths within the Sandhurst Club development, without first having entered into a 'Golf Cart Licence' with Sandhurst Club Limited for the operation of a golf cart within the Sandhurst Club development;
- 8.9.2 operate a golf cart with the Sandhurst Club development that is not in sound working condition;
- 8.9.3 operate a golf cart within the Sandhurst Club development unless the golf cart is powered only by an electric motor;
- 8.9.4 use or operate a golf cart except in accordance with the requirements set out in the Golf Cart Information Sheet; and
- 8.9.5 house a golf cart at the Member's Residence except in accordance with the Residential Design Guidelines and Golf Cart Information Sheet.

9. GOLFSIDE LOTS

Each Member must not do the following in respect of a Lot:

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9.1 No Claim for Loss or Damage

take any action or make any claim against the Developer or the owner of the Golf Course/s or any subsequent owner or manager of the Golf Course/s or Sandhurst Club Ltd for any loss or damage suffered by a Member arising from the following:

- 9.1.1 the position of a Lot in relation to the Golf Course;
- 9.1.2 any inconvenience, danger or potential hazard in occupying a Lot arising from:
 - 9.1.2.1 an errant golf ball being hit on to a Lot;
 - 9.1.2.2 the need for maintenance works to be carried out by machinery operating on the Golf Course, whether during or outside normal hours of operation of the Golf Course;
 - 9.1.2.3 the staging of tournaments and corporate golf days;
 - 9.1.2.4 any other matter relating to the proximity of the Golf Course to a Lot; and

9.2 Golf Course Fence

to the extent that a Lot shares a common boundary with the Golf Course:

- 9.2.1 build any fence other than a fence approved by the Sandhurst Club Ltd Architectural Review Committee (**Golf Course Fence**);
- 9.2.2 alter or remove the Golf Course Fence;
- 9.2.3 allow the Golf Course Fence to fall into a state of disrepair;
- 9.2.4 claim any cost of maintenance of or repairs to the Golf Course Fence from the Developer or the owner for the time being of the Golf Course;
- 9.2.5 repair or renew the Golf Course Fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof; and
- 9.2.6 construct any other boundary fence on a Lot which adjoins the Golf Course Fence unless any such boundary fence which is higher than the Golf Course Fence steps down over a distance of not less than 2 fencing panels to the same height of the Golf Course Fence at the point where the boundary fence joins the Golf Course Fence and in accordance with the fencing policy contained in the Residential Design Guidelines and any information sheet distributed by Sandhurst Club Ltd.

SANDHURST CLUB LIMITED RESIDENTIAL CODE

10. WATERCOURSE LOTS

- 10.1 Each Member of the Sandhurst Club Ltd must not take any action or make any claim against the Developer or any future owners or managers of a Watercourse within the Sandhurst Club development or the Sandhurst Club Ltd for any loss or damage suffered by a Member arising from the following:
- 10.1.1 the proximity of a Watercourse Lot to the Watercourses; and
 - 10.1.2 any inconvenience, danger or potential hazard in occupying a Watercourse Lot arising from the following:
 - 10.1.2.1 the maintenance of the Watercourses and the waterway edges; and
 - 10.1.2.2 the use of the Watercourse for any recreational purpose.
- 10.2 Each Member must not erect a jetty or a boat mooring structure on or in the vicinity of the Watercourse.
- 10.3 Each Member must not construct any fence over any easement created adjoining the Watercourse.
- 10.4 Each Member must ensure that any gate erected on a Watercourse Lot is kept closed and locked when not in use.

11. SANDHURST CLUB LTD - PROVISION OF SERVICES AND LEVIES

Each Member of the Sandhurst Club Ltd agrees and acknowledges that:

- 11.1 the Sandhurst Club Ltd will provide the following services:
- 11.1.1 operate or cause to be operated a security monitoring system covering the Residence on each Lot and Sub Lot which system is to be linked to a central monitoring station manned 24 hours per day;
 - 11.1.2 if required by the relevant authorities (or agreed to by the Sandhurst Club Ltd with the relevant authorities), the maintenance, repair and improvement of the Watercourse at the cost of the Sandhurst Club Ltd;
 - 11.1.3 the construction, repair and maintenance of such landscaping within the Plan of Subdivision as the Sandhurst Club Ltd is responsible for;
 - 11.1.4 any other service or facility provided by the Sandhurst Club Ltd for the benefit of Members which is consistent with the stated objectives of this Residential Code; and
 - 11.1.5 construct, repair and maintain any private roads, reserves and other areas set aside for use by Members;

SANDHURST CLUB LIMITED RESIDENTIAL CODE

- 11.2 the provision of such services by the Sandhurst Club Ltd will be paid for by all Members. The fees for some or any of the works referred to in Rule 11.1.5 may be paid by members into a sinking fund;
- 11.3 in the event that the Member fails to comply with Rule 3.1, the Members agree that:
 - 11.3.1 the Member shall pay an additional Sandhurst Club Ltd charge of \$200 per month for the first 6 months that the Member is in breach of Rule 3.1;
 - 11.3.2 the Member shall pay an additional Sandhurst Club Ltd charge of \$350 per month for the following 6 months that a Member is in breach of Rule 3.1; and
 - 11.3.3 the Member shall pay an additional Sandhurst Club Ltd of \$500 for each and every month thereafter the member is in breach of Rule 3.1
- 11.4 in the event that the Member fails to comply with Rule 8.4, the Members agree that:
 - 11.4.1 the Sandhurst Club Ltd, its employees, contractors or agents are entitled to enter upon the Lot and remove any sign, boarding or advertising of any description that is erected or displayed on the Lot; and
 - 11.4.2 the Sandhurst Club Ltd is entitled to recover the entire costs of removing the sign, boarding or advertising from the Member who owns the Lot;
- 11.5 in the event that the Member fails to comply with the Builders' Site Use Guidelines and any notice served upon the Member by Sandhurst Club Ltd in accordance with these Rules, the Member agrees that:
 - 11.5.1 the Sandhurst Club Ltd is entitled to enter upon the Lot and clean up the Lot in accordance with the Builders Site Use Guidelines; and
 - 11.5.2 the Sandhurst Club Ltd is entitled to recover the entire costs of cleaning up of the Lot (plus the applicable breach deduction payment set out in Schedule 3) from the Member who owns the Lot on the basis that such costs are a Sandhurst Club Ltd charge for which the Member solely benefits and is solely responsible for the payment of; and
- 11.6 the Developer shall not be liable for payment of any Sandhurst Club Ltd charges in respect of any Lots on the Plan of Subdivision, nor shall any Lots owned by the Developer be levied with such Sandhurst Club Ltd charges for the period of the Developer's ownership of the Lot. This is on the basis that any Lot in the ownership of the Developer is undeveloped and does not benefit from any services provided by the Sandhurst Club Ltd for so long as the Lot remains in the ownership of the Developer.

SANDHURST CLUB LIMITED RESIDENTIAL CODE

12. MEMBERS' RESIDENTS COMMITTEE

- 12.1 Subject to 12.4, the Developer may appoint a committee of Members (**Members' Consultative Committee**) comprising of at least four Members with whom the Developer may consult in respect of issues arising from time to time out of the Residential Code, including the enforcement of the Residential Code and any proposed changes to the Residential Code.
- 12.2 Each Member of the Members' Consultative Committee is appointed for a 12 month period or such lesser period as the Developer determines and is eligible for reappointment.
- 12.3 Subject to 12.4, if a Member of the Members' Consultative Committee ceases to be a committee member, the Developer is entitled to appoint successors from time to time.
- 12.4 The Members' Consultative Committee will cease to exist when the Developer is no longer registered and no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Sandhurst Club.

13. DISPUTE RESOLUTION

In the event of a dispute about compliance by a Member with the Residential Code, including the Residential Design Guidelines, the decision of the Sandhurst Club Ltd Architectural Review Committee is final and binding upon the Member. No Member has a right to appeal against, may seek a review of or otherwise challenge a decision of the Sandhurst Club Ltd Architectural Review Committee.

14. NON-COMPLIANCE

- 14.1 **If the Member is in breach of any part of this Resident Code and fails to remedy the Breach after having been issued with notification of the breach, Sandhurst Club Ltd may issue the Member with a Notice To Comply, Breach Notice and associated administration fee. The administration fees will be determined by Sandhurst Club Ltd from time to time. If the Member fails to pay the administration fees within 30 days, it will be a debt to Sandhurst Club Ltd and can be recovered in accordance with the provisions of the Sandhurst Club Ltd Constitution.**
- 14.2 If a Member has not complied with this Residential Code within the period specified (having regard to the nature and extent of the non-compliance) in any notice issued by the Sandhurst Club Ltd specifying any non-compliance, the Member agrees to the following:
 - 14.2.1 allow the Sandhurst Club Ltd, its employees, contractors, or agents to enter the Lot and rectify the non-compliance at the cost of the Member;
 - 14.2.2 if the Sandhurst Club Ltd exercises its power to rectify non-compliance, pay to the Sandhurst Club Ltd any charges levied against the Member in respect of the costs incurred by Sandhurst Club Ltd relating to the non-

SANDHURST CLUB LIMITED RESIDENTIAL CODE

- compliance including but not limited to the administrative costs, legal costs and the cost of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;
- 14.2.3 accept a certificate signed by the Secretary of the Sandhurst Club Ltd as prima facie proof of the costs and expenses incurred by the Sandhurst Club Ltd to rectify the Member's non-compliance with this Residential Code;
 - 14.2.4 pay interest at the rate of 2% above the rate prescribed under the Penalty Interests Rates Act 1983 on all moneys outstanding under this Residential Code until they are paid;
 - 14.2.5 agree that any payments made for the purposes of this Residential Code shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Sandhurst Club Ltd and then be applied in repayment of the principal sum;
 - 14.2.6 to pay the relevant breach deduction payment to Sandhurst Club Ltd as set out in Schedule 2.
- 14.3 If a Member has not complied with this Residential Code within 14 days after service of a notice from the Sandhurst Club Ltd pursuant to the preceding Rule, the Sandhurst Club Ltd may take action in a Court of competent jurisdiction to compel the Member to comply with this Residential Code.

SANDHURST CLUB LIMITED RESIDENTIAL CODE

SCHEDULE 1

BUILDERS' SITE USE GUIDELINES

1. All Members have an obligation to keep the whole of Sandhurst Club tidy.
2. It is the Member's responsibility during the construction phase of a Residence on a Lot to inform the builder of the contents of these Builders' Site Use Guidelines and the Breach Deduction Schedule.
3. A Member and its builder must comply with any notice issued by or on behalf of Sandhurst Club Ltd specifying breaches of the Builders' Site Use Guidelines and rectify such breaches.
4. A Member and its builder must allow the site to be inspected by a Sandhurst Club Ltd representative at regular intervals during construction.
5. Prior to commencement of construction of any building work a Member or a Member's representative must notify Sandhurst Club Ltd in writing of any damage already existing to any:
 - 5.1 Footpath;
 - 5.2 Kerb and channel;
 - 5.3 Nature strip;
 - 5.4 Vehicle crossing;
 - 5.5 Street trees;
 - 5.6 Drainage pits and/or
 - 5.7 Other assets vested in Sandhurst Club

which is on or adjacent to the land which is under construction and likely to be affected by the construction works.
6. It is the Members responsibility to ensure the builder and builder's contractors comply with the following items during the construction of a Residence:
 - 6.1 All building materials, site sheds, plant and equipment MUST be contained within the property boundaries and NOT on the nature strip, footpath, roadway or neighbouring properties UNLESS permission is sort by Sandhurst Club Limited and/or owners of neighbouring properties.
 - 6.2 A dog (or other animal) taken onto a building site must be on leads, registered and not create a noise or nuisance.

SANDHURST CLUB LIMITED RESIDENTIAL CODE

- 6.3 When transporting waste from the building site, ensure all loads are secured to prevent litter blowing from vehicles.
 - 6.4 Protect from damage all landscaped areas, including nature strips, trees, garden beds and signage.
 - 6.5 Fires are not permitted on any property.
 - 6.6 Be considerate to surrounding neighbours. Noise regulations state that operating times for building sites are as follows:
 - 6.6.1 Monday – Friday 7am – 8pm
 - 6.6.2 Weekends and Public Holidays – 9am – 8pm
 - 6.7 Builders and builder's contractors must prevent mud and dirt from being carried by vehicles from building site onto adjoining roads.
 - 6.8 Builders and builder's contractors must manage the site to minimise the risk of stormwater pollution and prevent cleanup or washdown of wastes or soil being discharged into the stormwater system.
 - 6.9 Builders and builder's contractors MUST not deposit onto any land not under their control any site refuse, building materials, soil or waste.
7. All Members must also ensure that any builder and/or contractor engaged by the Member complies with the Frankston City Council 'Building and Works Code of Practice' applicable to all building sites and building works within the Frankston City Council municipal area. Rules 1 to 6 of this Schedule 1 apply to the extent of any inconsistency with the Frankston City Council 'Building and Works Code of Practice'.



SANDHURST CLUB LIMITED RESIDENTIAL CODE

SCHEDULE 2

**Refer To
HOMEOWNER BUILDING CODE**

SANDHURST CLUB LIMITED RESIDENTIAL CODE

SCHEDULE 3

SANDHURST CLUB LTD BREACH DEDUCTION PAYMENTS

Breach Deduction Schedule

- 1st offence in breach of the Builders' Site Use Guidelines or causing damage to areas with Sandhurst Club, the offender will incur a breach deduction amount of \$100 (+GST) plus the cost of repair to the damaged area.
- 2nd offence in breach of the Builders' Site Use Guidelines or causing damage to areas with Sandhurst Club, the offender will incur a breach deduction amount of \$200 (+GST) plus the cost of repair to the damaged area.
- 3rd and subsequence offences in breach of the Builders' Site Use Guidelines or causing damage to areas with Sandhurst Club, the offender will incur a breach deduction amount of \$500 (+GST) plus the cost of repair to the damaged area.

S.R. No. 116/2019

FORM 23

Regulations 147Y (4), 147ZB (2)

Building Act 1993

Building Regulations 2018

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Issued to:

Bruce Walter Waterson and Leanne Phyllis Waterson

27 Niblick Circuit Sandhurst Vic 3977

0412 396 726

[watersonfam@bigpond.com](mailto:watsonfam@bigpond.com)

Property details:

27 Niblick Circuit Sandhurst Vic 3977

Number	Street/road	City/suburb/town	Postcode
Lot/s	LP/PS	Volume	Folio
Crown allotment	Section	Parish	County

Municipal district: Frankston City Council

Type of swimming pool or spa:

Permanent swimming pool ☐

Permanent spa ☐

Relocatable swimming pool ☐

Relocatable spa ☒ X

5. Date of construction of the swimming pool or spa: 1/01/1999

6. Applicable barrier standard: AS1926.1-2012

7. The applicable barrier standard applies under:

- Division 2 of Part 9A of the Building Regulations 2018 ☐
- relevant deemed to satisfy provisions of the BCA ☒ X
- a performance solution in accordance with the BCA ☐

8. Date(s) of inspection(s) of the swimming pool or spa barrier:
4/03/2026

S.R. No. 116/2019

Certification of compliance

Following inspection of the swimming pool barrier/spa barrier on the date(s) referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.



Date: 4/03/2026

9. I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Inspector details

Andrew Peck

ABN: 34618980902

3 Espie Court Botanic Ridge Vic 3977

andrew@ozsafeinspections.com.au

IN-L 40583

PROPERTY REPORT

27 Niblick Circuit, Sandhurst Vic 3977

Details

LOCAL GOVERNMENT (COUNCIL)

Frankston

COUNCIL PROPERTY NUMBER

236543

LAND SIZE

695m² Approx

ORIENTATION

North

FRONTAGE

17.95m Approx

ZONES

CDZ - Comprehensive Development Zone - Schedule 1

OVERLAYS

SLO - Significant Landscape Overlay - Schedule 2

Parcel Identifiers

LOT/PLAN

Lot 465 PS500745

State Electorates

LEGISLATIVE COUNCIL

South-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Carrum District

Schools

CLOSEST PRIVATE SCHOOLS

Australian Christian College - Casey (4165 m)
St Francis de Sales Catholic Primary School (4038 m)
St Joachim's School (4160 m)

CLOSEST PRIMARY SCHOOLS

Banyan Fields Primary School (2988 m)

CLOSEST SECONDARY SCHOOLS

Carrum Downs Secondary College (2116 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 80 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 82 Homes

Council Information - Frankston

PHONE

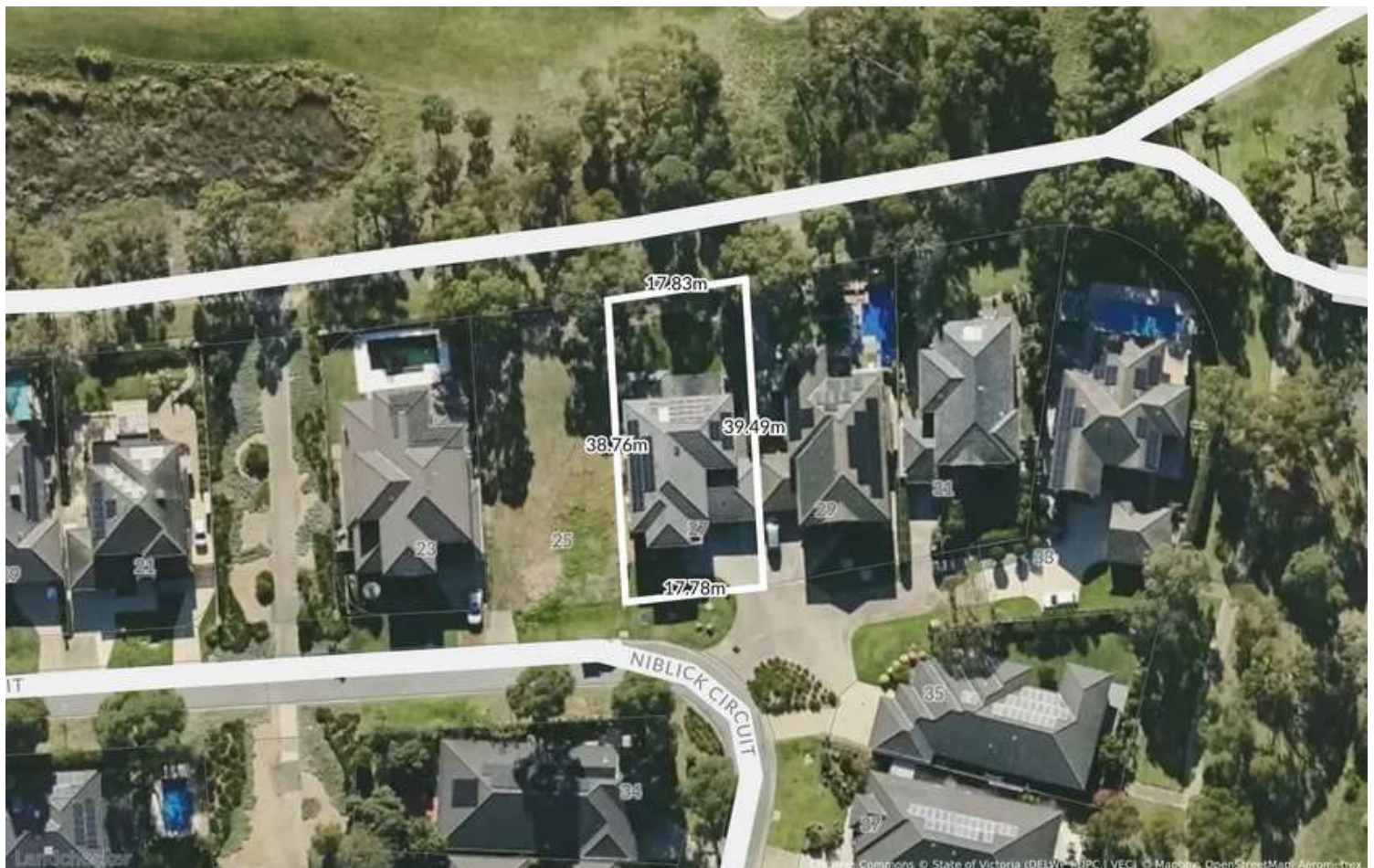
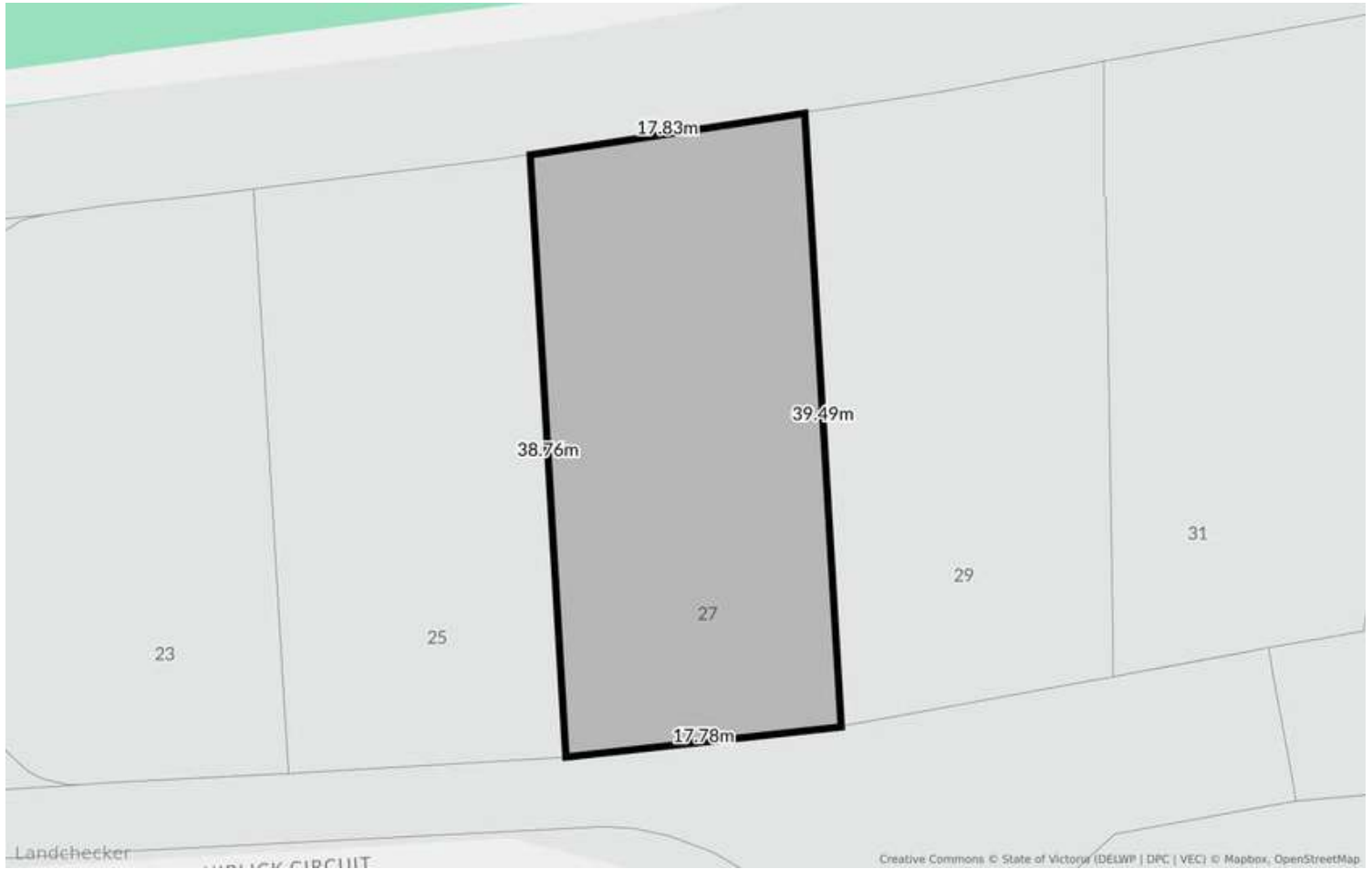
1300 322 322 (Frankston)

EMAIL

correspondence@frankston.vic.gov.au

WEBSITE

<http://www.frankston.vic.gov.au/>



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

27 Niblick Circuit, Sandhurst Vic 3977

Status	Code	Date	Description
APPROVED	VC309	14/08/2026	The amendment clarifies that hemp brick production is included as a rural industry and requires a planning permit to produce hemp bricks in rural zones.
APPROVED	VC308	13/08/2026	Amendment VC308 changes the VPP and all planning schemes in Victoria to update all schedules to the Mixed Use Zone, Township Zone and Residential Growth Zone to align with the operation of the Mid-Rise Code introduced by Amendment VC300 and to correct technical errors associated with Amendment VC300.
APPROVED	VC307	13/08/2026	The Victoria Planning Provisions and all planning schemes are amended to increase the estimated cost of development thresholds for classes of VicSmart application to account for increased building construction costs in Victoria since their introduction and to provide for future cost inflation. Increasing the thresholds enables more applicants to benefit from the time, cost savings and certainty of the VicSmart application process.
APPROVED	VC248	13/08/2026	The amendment improves bushfire planning by updating terminology and measures, increasing and clarifying planning permit exemptions for dwellings and other buildings, and updating decision guidelines that apply to the Bushfire Management Overlay. The amendment also inserts decision guidelines for specified development within the bushfire prone area at clause 53.02 Bushfire Planning.
APPROVED	VC232	13/08/2026	The Amendment changes the VPP and all planning schemes in Victoria by correcting and updating references to government departments, statutory authorities and ministerial portfolios in local provisions following Machinery of Government changes effective 1 January 2023.
APPROVED	VC300	30/07/2026	Amendment VC300 changes the VPP and all planning schemes in Victoria by implementing the Mid-Rise Code to introduce new deemed to comply assessment provisions for four to six storey residential development in residential zones.
APPROVED	VC312	15/06/2026	Corrections and updates to the Victoria Planning Provisions and planning schemes to ensure they are current and accurate.
APPROVED	VC311	08/06/2026	Amendment VC311 amends clause 45.09 (Parking Overlay) to align with the changes made to clause 52.06 (Car parking) by Amendment VC277 in December 2025 as part of the car parking reforms. The amendment also makes consequential changes to clause 52.06.
APPROVED	C148fran	04/06/2026	The amendment implements the land use and development directions of the Frankston City Industrial Strategy (Charter Keck Cramer and Tract, 2025) and Frankston City Industrial Design Guidelines (Tract, 2025).

Status	Code	Date	Description
APPROVED	GC269	04/06/2026	GC269 corrects obvious or technical errors and makes consequential changes to local schedules to align with VC286.

PROPOSED PLANNING SCHEME AMENDMENTS

27 Niblick Circuit, Sandhurst Vic 3977

Status	Code	Date	Description
PROPOSED	C167fran	22/07/2026	proposes to correct mapping and text errors in the Frankston Planning Scheme to ensure zones, overlays, and schedules accurately reflect existing land use and conditions. It updates schedules to improve clarity and corrects minor spelling and formatting issues.



CDZ1 - Comprehensive Development Zone - Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To provide for a range of uses and the development of land in accordance with a comprehensive development plan incorporated in this scheme.

VPP 37.02 Comprehensive Development Zone

To provide for an integrated golf course and residential development combining recreation, tourism, open space, non-urban and residential elements that can be fully serviced.

LPP 37.02 Schedule 1 To Clause 37.02 Comprehensive Development Zone

For confirmation and detailed advice about this planning zone, please contact FRANKSTON council on 1300 322 322.

Other nearby planning zones

GWZ - Green Wedge Zone



SLO2 – Significant Landscape Overlay – Schedule 2

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify significant landscapes.

To conserve and enhance the character of significant landscapes.

VPP 42.03 Significant Landscape Overlay

An open landscape containing scattered, mature River Red Gum trees, many of which pre-date European settlement. The River Red Gums give the area a distinctive, attractive landscape quality and they are also of botanical, habitat and, in some cases, aboriginal cultural significance. Native trees make a significant contribution to the landscape, botanical and habitat character of the area.

LPP 42.03 Schedule 2 To Clause 42.03 Significant Landscape Overlay

For confirmation and detailed advice about this planning overlay, please contact FRANKSTON council on 1300 322 322.



There are no overlays in the vicinity



Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact FRANKSTON council on 1300 322 322.



Flood

This property has not been specified as being affected by flooding according to [Landchecker flood sources](#).

For confirmation and detailed advice about this flood area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning FO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning FO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning FO3	Unaffected	State	27/07/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning RFO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO4	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	27/07/2026



Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.
For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	27/07/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BPA	Unaffected	State	27/07/2026



Landslide Prone Area

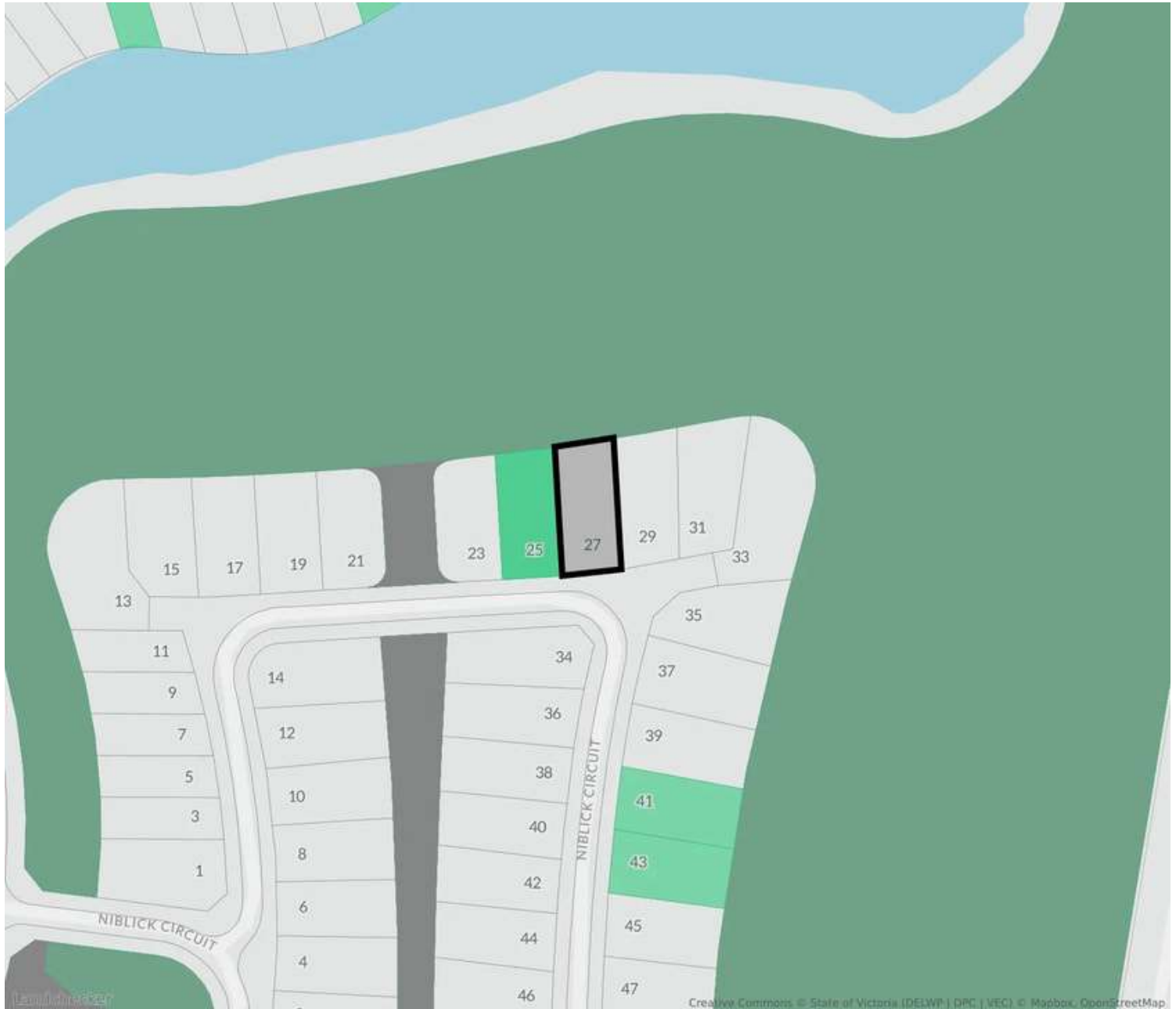
This property is not within a zone classified as a landslide prone area.
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	27/07/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO4	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO7	Unaffected	State	27/07/2026



No planning permit data available for this property.



Status	Code	Address	Description
APPROVED 01/07/2026	688-2026-PBS-S30	<u>25 Niblick Circuit, Sandhurst</u>	Construction of Dwelling and Garage
APPROVED 13/04/2026	391-2026-PBS-S30	<u>43 Niblick Circuit, Sandhurst</u>	Verandah
APPROVED 26/03/2026	317-2026-PBS-S30	<u>9 Parkhart Circle, Sandhurst</u>	Dwelling Reinstatement
APPROVED 18/02/2026	172-2026-PBS-S30	<u>25 Niblick Circuit, Sandhurst</u>	Demolition of Existing Dwelling and Garage
APPROVED 30/04/2025	404-2025-PBS-S30	<u>41 Niblick Circuit, Sandhurst</u>	Swimming Pool & Associated Barrier
APPROVED 27/03/2025	559/2023/P/B	<u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u> <u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u>	Section 72 - To use part of the land for a food & drink premises, sale & consumption of liquor (General Liquor Licence) and waiver of car parking in a Comprehensive Development Zone (CDZ).

Status	Code	Address	Description
		<u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u>	
APPROVED 01/02/2024	66-2024-PBS-S30	<u>3 Parkhart Circle, Sandhurst</u>	Alterations to an existing Dwelling
APPROVED 30/01/2024	74-2024-PBS-S30	<u>600 Thompsons Road, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u>	Internal Office Alterations for PGA Australia
APPROVED 03/11/2023	653-2023-PBS-S30	<u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u> <u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u> <u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u>	Construction of a New Covered Walkway
OTHER 24/01/2023	965/2003/P/A	<u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u> <u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u> <u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u>	Section 72 amendment to the existing general liquor licence to extend the red line area where liquor is allowed to be sold and consumed.
APPROVED 21/09/2022	375/2022/P	<u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u> <u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u>	To erect and display internally illuminated business identification signage in a Comprehensive Development Zone (CDZ1)
APPROVED 08/06/2022	88/2022/VS	<u>75 Sandhurst Boulevard, Sandhurst</u> <u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u> <u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u>	To construct buildings and works and business identification signage in a Comprehensive Development Zone Schedule 1 (CDZ1)
OTHER 12/05/2022	152/2022/P	<u>Nth Golf Course/Clubhouse/Health Club</u> <u>680 Thompsons Road, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u>	To construct buildings and works including signage to an existing building in a Comprehensive Development Zone (CDZ1)
APPROVED 06/08/2021	227/2021/P	<u>75 Sandhurst Boulevard, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u>	To construct buildings and works (pergola and timber screens) within the existing outdoor area adjacent to the Sandhurst Club in a Comprehensive Development Zone Schedule 1 (CDZ1)
OTHER 28/05/2021	7/2018/P/B	<u>75 Sandhurst Boulevard, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u>	To use the site as a food and drink premises (Cafe) and a reduction in the car parking requirements of Clause 52.06.
APPROVED 17/04/2019	7/2018/P/A	<u>75 Sandhurst Boulevard, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u>	Section 72 - To use the site as a food and drink premises (Cafe) and a reduction in the car parking requirements of Clause 52.06.
APPROVED 26/06/2018	7/2018/P	<u>75 Sandhurst Boulevard, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u> <u>75 Sandhurst Boulevard, Sandhurst</u>	To use the site as a food and drink premises (Cafe) and a reduction in the car parking requirements of Clause 52.06.
APPROVED 30/11/2010	240/2010/P	<u>Buggy Tracks 75 Sandhurst Boulevard, Sandhurst</u> <u>Buggy Tracks 75 Sandhurst Boulevard, Sandhurst</u> <u>Buggy Tracks 75 Sandhurst Boulevard, Sandhurst</u>	Use and development of the land for a telecommunications facility
APPROVED 24/02/2010	64/2006/P	<u>Buggy Tracks 75 Sandhurst Boulevard, Sandhurst</u> <u>Buggy Tracks 75 Sandhurst Boulevard, Sandhurst</u> <u>Buggy Tracks 75 Sandhurst Boulevard, Sandhurst</u>	Two Lot Subdivision and Removal of Easement

For confirmation and detailed advice about this planning permits, please contact FRANKSTON council on 1300 322 322.



No easements for this property



Water
South East Water

Others
Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.

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Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or

the buildings on it?

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

There are laws and regulations about how buildings and retaining walls are constructed,

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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