Contract of Sale

Beckingsale Custodian Pty Ltd

20 Castaway Street

SAFETY BEACH VIC 3936

SILVERTHORN CONVEYANCING

287 Point Nepean Road, Dromana VIC 3936 (03) 5911 8138

info@silverthornconveyancing.com.au | www.silverthornconveyancing.com.au

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

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **20 CASTAWAY STREET, SAFETY BEACH VIC 3936**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../ ..... /2024

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

.....

State nature of authority, if applicable: .....

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

SIGNED BY THE VENDOR: .....

..... on ...../ ..... /2024

Print name(s) of person(s) signing: **BECKINGSALE CUSTODIAN PTY LTD ACN 626670077**

State nature of authority, if applicable: .....

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act* 2004, under section 53A of the *Estate Agents Act* 1980.

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.

Particulars of sale

Vendor's estate agent

Name:	Bennetts Real Estate and Bennetts Real Estate			
Address:	131 Point Nepean Road, Dromana VIC 3936			
Email:	liam@bennettsre.com.au			
Tel:	03 5987 2000	Mob: 0435 892 263	Fax:	Ref: Liam Mangan

Vendor

Name:	Beckingsale Custodian Pty Ltd ACN 626670077
Address:	

Vendor's legal practitioner or conveyancer

Name:	SILVERTHORN CONVEYANCING			
Address:	287 Point Nepean Road, Dromana VIC 3936			
Email:	rebecca@silverthornconveyancing.com.au			
Tel:	(03) 5911 8138	Mob:	Fax: 03 8732 0235	Ref: RK:226034

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12243	Folio	170	3020	435310J

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: 20 Castaway Street, Safety Beach VIC 3936

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings, all permanent floor coverings, window furnishings as inspected.

Payment (general condition 11)

Price $

Deposit $ by (of which $0 has been paid)

Balance $ payable at settlement

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

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

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

☐ *residential tenancy agreement for a fixed term ending
OR
☐ *periodic residential tenancy agreement determinable by notice
OR
☐ *lease for a term ending with options to renew, each of years

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:
Loan amount: Approval date:

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

Special Conditions

Building Report

☐ Special Condition 21 applies only if the box is checked

Pest Report

☐ Special Condition 22 applies only if the box is checked

Special Conditions

1. Acceptance of title

General condition 12.4 is added:

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

2. Electronic Conveyancing | EC

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

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

2.3 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.

2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

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

2.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. General Conditions

The General Conditions are varied as follows:

(a) In General Condition 1.1(b) the words “exceptions and conditions” are inserted in after the word “reservations”

4. Auction Conditions

If the property is offered for sale by Auction, it is subject to the Vendor’s reserve price. The rules for the conduct of the Auctions shall be as set out in Schedule 1 of the Sale of Land Regulations, 2005, or any rules prescribed by regulation which modify or replace those rules.

5. Guarantee

If the purchaser of the property is a corporation not listed on an Australian stock exchange the person who executes this contract for and on behalf of the purchaser or attests the affixing of its common seal must also execute the attached guarantee and indemnity

6. Identity of Property

The purchaser admits that the property as offered for sale and inspected by the purchaser is identical with that described in the title particulars set out in the particulars of sale. The purchaser must not make any requisition for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

7. Restriction

7.1 The purchaser acknowledges that by enquiry of the appropriate authorities, it has satisfied itself as to the zoning and planning restrictions (including all planning approvals, permits and consents) on and in respect of the land sold and the use to which the land may be put and the development thereof.

7.2 The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor’s title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.

7.3 The purchaser shall assume liability for compliance with any notices or orders relation to the property (other than those referring to the apportionable outgoings) which are made or issued on or after the date of sale and the purchaser shall assume liability arising there from indemnify the vendor against such liability. This Special Condition shall not merge upon settlement and shall ensure for the benefit of the Vendor.

8. Use of the land

The purchaser acknowledges that the vendor gives no warranty as to the use to which the land sold may be put if the use is permissible only with the consent of any authority under or in pursuance of any statute, ordinance, regulations, by law, town planning scheme or interim development order or other enactment or order of the Court the purchaser shall obtain such consent at the purchaser’s own expense.

9. Interest in default

General Condition 26 does not apply to this Contract if the purchaser defaults in payment of any money due under this contract the purchaser must pay to the vendor interest at the rate of 14% per annum on the money overdue during the period of default without any demand and without prejudice to any other rights of the vendor.

10. Default costs charges & expenses

General Conditions 25 & 26 do not apply to this contract. In the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser (‘the contract’) for the payment of the residue as defined in the contract (‘the due date’), the vendor will or may suffer the following losses and expenses which the purchaser shall be required to pay to the vendor, in addition to the interest payable in accordance with the terms of the contract:

10.1 All costs associated with obtaining bridging finance to complete the vendor’s purchase of another property and interest charged on such bridging finance;

10.2 Costs and expenses between the vendor’s conveyancer and the vendor;

10.3 Penalties payable by the vendor to a third party or any costs incurred through any delay in completion of the vendor’s purchase.

10.4 A fee for rescheduling settlement on the day of settlement or after set at $275.00 for each rebooking.

10.5 In the event a default notice has been served upon the purchaser all monies due under the terms of the Contract of Sale will immediately become payable to the vendor where the default has been caused by the purchaser and has not been remedied in the specified time (under the terms of the default notice) and the costs and interest have not been paid, then;

(a) the purchaser and vendor both acknowledge that the Contract of Sale is at an end;

(b) the deposit up to 10% of the contract price is forfeited to the vendor as their right of entitlement, irrespective of whether the deposit has or has not been paid; and

(c) the vendor is entitled to immediate re-possession of their property.

10.6 In addition to but not limited to other remedies, within one year of the Contract ending, the vendor may either:

(a) retain the property and sue for damages for breach of contract; or

(b) put the property back on the market in any manner and recover any shortfall in the price on the re-sale and any resulting expanses by way of liquidated damages; and

(c) the vendor has the right to keep any part of the purchase price paid until the vendor’s damages have been established and may direct that money towards those damages

11. Condition of property

11.1 The property and any chattels are sold in their present condition and subject to any defects, fair wear and tear

inclusive.

11.2 No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

11.3 The purchaser acknowledges that the property may have been filled and shall not make any claims or demands whatsoever on the vendor in regard there to or arising there from.

11.4 The purchaser:

(a) accepts the property:

(i) with all existing and future planning, environmental and building controls and approvals; and

(ii) in its present condition with all defects and non-compliance with any of those controls or approvals;

(b) Acknowledges that the decision to purchase the property was based on the purchaser's own investigation and that no representations where made by or on behalf of the vendor as to the condition of the property or any matters referred to sub-paragraph (b) hereof; and

Waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the property.

12. Stamp Duty – Purchasers buying unequal interests

12.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ('the proportions').

12.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

12.3 The purchaser's full indemnity the vendor, the vendor's Agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

12.4 This Special Condition shall not merge on completion.

13. Nomination

General Condition 18 is deleted and replaced by the following:

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

If the Property is expressed as sold to a named purchaser "and/or nominee" or words of similar effect, then:

13.1 The party named as purchaser may nominate at least fourteen (14) days prior to settlement date (or such further period as the Vendor permits) a substitute or additional transferee ("nominee") by serving on the vendor a form of nomination executed by the Purchaser and the nominee in such a form and containing such information as the vendor requires; and

13.2 Any nomination under must be in writing and executed by the purchaser and the nominee, and must be accompanied by a copy of all relevant statutory declaration(s) made by the nominee for stamp duty purposes.

13.3 The purchaser and the nominee agree to be jointly and severally liable for the performance of the obligations of the purchaser under the contract whereby the nominee is substituted for the original purchaser as transferee.

13.4 The purchaser and the nominee must fully and truthfully disclose the circumstances of the substitution to the State Revenue Office and hold the vendor indemnified at all times against loss or damage of every description suffered by the vendor or Vendor's conveyancers arising out of failure to make such disclosure.

13.5 Where the nominee is a corporation, the provisions of special condition 5 shall apply.

13.6 All acts or omissions of the vendor or the purchaser continue to bind the vendor and the nominee respectively and any deposit money paid by the purchaser must be treated by the vendor as deposit money paid by the nominee.

14. Payment of deposit and balance of price

14.1 If deposit monies are required to be paid under the terms of the Contract of Sale the purchaser and the vendor both acknowledge that the vendor's legal representative does operate a Licenced Conveyancer's trust account.

14.2 The purchaser and vendor acknowledge that the vendor's legal representative may request that any deposit monies paid under the Contract of Sale are to be made payable to the vendor's legal representative trust account as stakeholder.

14.3 Notwithstanding General Condition 10.3, if the balance of price is paid to the Vendor or at the Vendor's direction at a time later than 3:00pm on the date settlement is effected then: -

(a) Settlement will be deemed to have taken place on the following day; and

(b) the Vendor will be entitled without demand to claim default interest

15. Cost of cheques

General Condition 11.6 does not apply to this Contract. The Purchaser is to provide up to 6 bank cheques drawn by an authorised deposit-taking institution that are required by the Vendor at settlement, at the Purchaser's expense.

16. Plans and drawings

The Plans and Drawings of the property attached to the Vendor's Statement, if any, are a guide only and the Vendor gives no representation in relation to these drawings or any permits. If the Purchaser chooses to use these drawings, there is no recourse to the Vendor. The Purchaser acknowledges and understands the planning information attached to the Vendor's Statement and is warned to investigate planning in the relevant planning scheme thoroughly.

17. Adjustments

17.1 The Purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments to the Vendor's representative at the time of submitting the Statement of Adjustments. All Certificates provided by the Purchaser must be valid at the date of Settlement. The Vendor will not be obliged to provide cheque directions until this condition has been complied with.

18. Entire Agreement

This contract sets out all the terms of this sale. Any promise, condition, representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this contract is negatived and withdrawn. The Purchaser acknowledges that there is no other contract agreement or collateral warranty subsisting at the time of signing this contract. This condition operates for the benefit of the Vendor and the Vendor's estate agent and their respective employees, agents and contractors.

19. FIRB Approval

The Purchaser warrants to the Vendor that either:

(a) The Purchaser is an Australian resident, or

(b) The Purchaser has approval from the Treasurer of the Commonwealth of Australia to purchase the property.

20. Foreign Resident Capital Gains Withholding

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

20.2 Every Vendor under this contract is a foreign resident for the purposes of this Special Condition unless the Vendor Gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act, 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

20.3 This Special Condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with Section 14-200(3) or Section 14-234 of Schedule 1 to the *Taxation Administration Act, 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of $2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act, 1953*(Cth)

20.4 The amount is to 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.

20.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this Special Condition; and

(b) ensure that the representative does so.

20.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this Special Condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment: and

(c) otherwise comply, or ensure compliance with, this Special Condition; despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

20.7 The representative is taken to have complied with the obligations in Special Condition 21.6 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

20.8 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 of settlement.

20.9 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 of 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.

20.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

21. Building Inspection

The Sale is subject to the Purchaser obtaining a written building report within 7 days of the Vendor signing this Contract by a Registered Building Inspector. If the report states the phrase “Major Structural Defect” in the context of the said inspection the Purchaser may end this Contract, but only if the Purchaser serves written notice on the Vendor together with a copy of the report within 7 days of the Vendor signing this Contract. All monies shall be immediately refunded to the Purchaser is the Contract is ended pursuant to this Special Condition.

22. Pest Inspection

This Sale is subject to the Purchaser obtaining a written pest report within 7 days of the Vendor signing this Contract. If the report expressly states the phrase “Major Pest Infestation” in the context of the said inspection the Purchaser may end this Contract, only if the Purchaser serves written notice on the Vendor together with a copy of the report within 7 days of the Vendor signing this Contract. All monies shall be immediately refunded to the Purchaser is the Contract is ended pursuant to this Special Condition.

23. Improvements on the Property and Compliance with Building Regulations

23.1 Any improvements on the property, including but not limited to, any buildings, alterations or additions, swimming pool or spa as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or in relation to compliance with the Building Act 1993, Victorian Building Regulations, municipal by-laws, relevant statues and any regulations thereunder or any repealed laws under which the improvements were constructed including the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities.

23.2 In respect to any improvements in accordance with Special Condition 23.1, any failure to comply with any one or more of those laws (or their statutory successors) shall not and shall be deemed not to constitute a defect in the Vendor’s title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

25. Loan

General Condition 14 of the Contract of Sale is updated to include the below;

14.2

(e) the Purchaser must supply a copy of the Financial Institution Formal Decline Letter.

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations* 2008

Title

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980**.**

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the 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 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.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

13. GST

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

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is 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.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

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

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

14. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, 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.

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

15. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by—

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

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

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

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

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

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

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

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

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

25. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

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

27. DEFAULT NOTICE

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

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

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

Guarantee

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

I/We, of

and of

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named vendor selling to the within-named purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said vendor and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the purchaser(s) to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed by the purchaser(s) I/we will forthwith on demand by the vendor pay to the vendor the whole of the deposit money, residue or purchase money, interest or other moneys which shall be due and payable to the vendor and hereby indemnify and agree to keep the vendor indemnified against all loss of deposit money, residue or 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(s). This Guarantee is a continuing Guarantee and Indemnity and shall not be released or the Guarantors liability diminished 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(s) 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 us, our executors or administrators or diminishing our liability.

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

SIGNED SEALED AND DELIVERED by the said)
)
) ……

In the presence of

…….. witness

SIGNED SEALED AND DELIVERED by the said)
)
) ……

In the presence of

…… witness

DATED 2024

BECKINGSALE CUSTODIAN PTY LTD

to

CONTRACT OF SALE OF REAL ESTATE

Property: 20 Castaway Street, Safety Beach VIC

Silverthorn Conveyancing

PO Box 4386
LANGWARRIN VIC 3910
Tel: 03 8743 1068
Fax: 03 8732 0235
Ref: RK:226034
DX: 33506 Langwarrin

Vendor Statement

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

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

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

Land	20 CASTAWAY STREET, SAFETY BEACH VIC 3936

Vendor's name	Beckingsale Custodian Pty Ltd ACN 626670077	Date / /
Vendor's signature _____		

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

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $ 9,500.00

OR

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

1.2 **Sale Subject to Mortgage**

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

Not applicable

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

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

2. INSURANCE

2.1 **Damage and Destruction**

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

Not applicable

2.2 **Owner Builder**

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

Not applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

☒ Is in the attached copies of title document/s

OR

☐ Is as follows:

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

None to the Vendors knowledge

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

OR

☐ The required specified information is as follows:

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

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

☐ Are contained in the attached certificates and/or statements

OR

☒ Are as follows

Not applicable

4.2 **Agricultural Chemicals**

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

Not applicable

4.3 **Compulsory Acquisition**

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

Not applicable

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

OR

☐ Are as follows:

6. OWNERS CORPORATION

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

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

7. SERVICES

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

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

8. TITLE

Attached are copies of the following documents:

8.1 ☒ (a) **Registered Title**

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

9. SUBDIVISION

Unregistered Subdivision

Not applicable

10. DUE DILIGENCE CHECKLIST

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

As attached

11. ATTACHMENTS

Title Search – Volume 12243 Folio 170

Plan of Subdivision – 435310J

Covenant – PS435310J

Section 173 Agreement – AD703063J

Section 173 Agreement – AD716260J

Section 173 Agreement – AN170935E

Section 173 Agreement – AR425119K

Section 173 Agreement – AR425120B

Section 173 Agreement – AR425121Y

Vicplan Property Planning Report

Mornington Peninsula Shire Land Information Certificate

South East Water Information Statement

Owners Corporation Certificates and attachments

Building Permit

Certificate of Occupancy

Builders Warranty Insurance

Section 173 Agreement - Amendment

Vic Roads Certificate

Land Tax Certificate

Notice to Purchaser

Due Diligence Checklist

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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 12243 FOLIO 170 Security no : 124119044768R
Produced 15/10/2024 02:01 PM

LAND DESCRIPTION

Lot 3020 on Plan of Subdivision 435310J.
PARENT TITLE Volume 12216 Folio 365
Created by instrument PS435310J Stage 223 20/08/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BECKINGSALE CUSTODIAN PTY LTD of 14 WEATHERLEY COURT RYE VIC 3941
AT572958X 03/09/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT572959V 03/09/2020
PERPETUAL CORPORATE TRUST LTD

COVENANT PS435310J 20/08/2020

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
AD703063J 24/06/2005

AGREEMENT Section 173 Planning and Environment Act 1987
AD716260J 29/06/2005

AGREEMENT Section 173 Planning and Environment Act 1987
AN170935E 11/10/2016

AGREEMENT Section 173 Planning and Environment Act 1987
AR425119K 06/09/2018

AGREEMENT Section 173 Planning and Environment Act 1987
AR425120B 06/09/2018

AGREEMENT Section 173 Planning and Environment Act 1987
AR425121Y 06/09/2018

DIAGRAM LOCATION

SEE PS435310J 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)

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Street Address: 20 CASTAWAY STREET SAFETY BEACH VIC 3936

ADMINISTRATIVE NOTICES

NIL

eCT Control 19219M PURCELL PARTNERS
Effective from 03/09/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS435310J
OWNERS CORPORATION 5 PLAN NO. PS435310J

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PS435310J**
Number of Pages (excluding this cover sheet)	**272**
Document Assembled	**17/11/2022 15:30**

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PLAN OF SUBDIVISION

Stage No.	LTO use only	Plan Number
	EDITION 70	PS 435310J

Location of Land

Parish: Kangerong
Jamieson's Crown Special Survey (Part)

Title Reference:
Vol. 8092 Fol. 688, Vol. 10775 Fol. 071,
Vol. 10857 Fol.255

Last Plan Reference:
Lots 1 & 2 TP 337768R, PC 366828N,
Lot 1 PS 520104N

Postal Address: Marine Drive
(at time of subdivision) Safety Beach 3936

AMG Co-ordinates: E 325 500
(of approx. centre of land in plan) N 5 758 000 Zone: 55

Council Certificate and Endorsement

Council Name: Mornington Peninsula Shire Ref:

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 / /19
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in Stage.....

Council Delegate
Council Seal

Date / /20

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate
Council Seal

Date /20

APPLIES TO MASTER PLAN (STAGE 1) ONLY

Vesting of Roads and/or Reserves

See Sheet 2 for Vesting Information

Restrictions have been created in this plan

Boundaries shown by thick continuous lines are defined by buildings.

Location of boundaries defined by buildings

Median : Boundaries marked M
Exterior Face : Boundary marked E
Interior Face : All other boundaries
* : Distance is to exterior face of building

All structural columns, walls, slabs, beams and ducts within land affected by Body Corporate 2 are contained in Common Property No.2, unless otherwise stated.

Levels are to Australian Height Datum based on PM 537 with a stated RL of 29.482 metres as at April 2003

Note: For areas of lots in two parts, where not shown on the plan, refer to the Appendix - Berth Area Schedule (See Sheets 249 -251)

Notations

Staging This is/~~is not~~ a staged subdivision
Planning Permit No. P990570

Depth Limitation : Does Not Apply

Common Property : CP1, CP2, CP3, CP4, CP5 & CP6
refer to Common Property No.1, No.2, No.3, No.4, No.5 & No.6
PROJ - Denotes Projection and

Part of Common Property No.3 consists of private roads called Binnacle Court, Cordage Close, Cringle Place, Davit Court, Jackstay Close and Mizzen Place.

Part of Common Property No.4 consists of private roads called Outrigger Place, Narrows Court and Whipstaff Lane.

Part of Common Property No.5 consists of private roads called Apollo Place, Bluemoon Rise and Wild Rose Retreat.

Part of Common Property No.6 consists of a private road called Oskana Walk

Other Purpose Of Plan : Removal of drainage easements E-1, E-2, E-4 & E-7 & drainage & sewerage easement E-2, E-3, E-5 & E-6 from PC 366828N

Grounds For Removal : Direction in Planning Permit No. 03/1080 issued by the Mornington Peninsula Shire Council

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

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

Survey This plan is/~~is not~~ based on survey

This survey has been connected to permanent marks no(s) 140, 192, 194, 287, 288, 289, 290, 295, 298, 299, 300, 301, 303, 430, 435, 537
In Proclaimed Survey Area No. 73

THIS IS A LAND USE VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

SHEET 1 OF 265 SHEETS

Easement Information

See Sheets 3 and 4 for Easement Information

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE ..... DATE 8/10/2003
REF 28397/1A VERSION 9

.....
DATE / /20
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	PLAN OF SUBDIVISION	Stage No.	LR use only EDITION	Plan Number PS 435310J

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Roads R-1 to R-8	Mornington Peninsula Shire Council
Roads R-10 to R-13	Mornington Peninsula Shire Council
Roads R-15 to R-21	Mornington Peninsula Shire Council
Roads R-24 & R-25	Mornington Peninsula Shire Council

Identifier	Council/Body/Person
Reserve No.1 to No.6	Mornington Peninsula Shire Council
Reserve No.7	United Energy Limited
Reserve No.8 to No.12	Mornington Peninsula Shire Council
Reserve No.13	United Energy Limited
Reserve No.14 to No.18	Mornington Peninsula Shire Council
Reserve No.19 to No.20	United Energy Limited
Reserve No.21 to No.24	Mornington Peninsula Shire Council
Reserve No.30	Mornington Peninsula Shire Council
Reserve No.35 to No.36	Mornington Peninsula Shire Council
Reserve No.37	United Energy Limited
Reserve No.38 to No.42	Mornington Peninsula Shire Council
Reserve No.44	Mornington Peninsula Shire Council
Reserve No.45	United Energy Distribution Pty Ltd
Reserve No.46	United Energy Distribution Pty Ltd
Reserve No.100	Mornington Peninsula Shire Council

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	PLAN OF SUBDIVISION	Stage No.	LR use only EDITION	Plan Number PS 435310J

Easement Information

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Support *** See Definition Hereon		This Plan	Common Property No.1
E-2	Telephone Services		This Plan	Land in This Plan
E-3	Support *** See Definition Hereon Telephone Services		This Plan This Plan	Common Property No.1 Land in This Plan
E-4	Drainage		This Plan	Mornington Peninsula Shire Council
E-5	Telephone Services Gas Powerline		This Plan This Plan This Plan Section 88 Electricity Industry Act 2000	Land in This Plan Vic Gas Distribution Pty Ltd United Energy Ltd
E-6	Support *** See Definition Hereon Telephone Services Drainage		This Plan This Plan This Plan	Common Property No.1 Land in This Plan Mornington Peninsula Shire Council
E-7	Support *** See Definition Hereon Drainage Sewerage	Diagram	This Plan This Plan This Plan	Common Property No.1 Mornington Peninsula Shire Council South East Water Ltd
E-8	Footway		This Plan	Mornington Peninsula Shire Council
E-9	Drainage Footway Sewerage	See	This Plan This Plan This Plan	Mornington Peninsula Shire Council Mornington Peninsula Shire Council South East Water Ltd
E-10	Sewerage		This Plan	South East Water Ltd
E-11	Gas		This Plan	Vic Gas Distribution Pty Ltd
E-12	Telephone Services Drainage Footway		This Plan This Plan This Plan	Land in This Plan Mornington Peninsula Shire Council Mornington Peninsula Shire Council
E-14	Drainage Sewerage		This Plan This Plan	Mornington Peninsula Shire Council South East Water Ltd
E-15	Support *** See Definition Hereon Sewerage		This Plan This Plan	Common Property No.1 South East Water Ltd
E-16	Telephone Services Sewerage		This Plan This Plan	Land in This Plan South East Water Ltd
E-17	Drainage Powerline		This Plan This Plan Section 88 Electricity Industry Act 2000	Mornington Peninsula Shire Council United Energy Ltd

*** To provide structural support through rock, geo grid & compacted back fill for the Revetment Wall on the benefited land.

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	PLAN OF SUBDIVISION	Stage No.	LR use only EDITION	Plan Number PS 435310J

Easement Information

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-18	Telephone Services Drainage	See Diagram	This Plan This Plan	Land in This Plan Mornington Peninsula Shire Council
E-19	Support *** See Definition Hereon Powerline		This Plan This Plan Section 88 Electricity Industry Act 2000	Common Property No.1 United Energy Ltd
E-20	Powerline		This Plan Section 88 Electricity Industry Act 2000	United Energy Ltd
E-21	Telephone Services Footway		This Plan This Plan	Land in This Plan Mornington Peninsula Shire Council
E-22	Footway Sewerage		This Plan This Plan	Mornington Peninsula Shire Council South East Water Ltd
E-23	Telephone Services Gas Drainage Powerline Sewerage Water Supply Carriageway		This Plan This Plan This Plan This Plan Section 88 Electricity Industry Act 2000 This Plan This Plan This Plan	Land in This Plan Vic Gas Distribution Pty Ltd Mornington Peninsula Shire Council United Energy Ltd South East Water Ltd South East Water Ltd Mornington Peninsula Shire Council
E-24	Telephone Services Gas Water Supply		This Plan This Plan This Plan	Land in This Plan Vic Gas Distribution Pty Ltd South East Water Ltd
E-25	Footway		This Plan	The relevant abutting lot on this plan
E-26	Way (Limited to ....) ** See Limitation hereon		This Plan	The relevant abutting lot on this plan
E-27	Drainage		Instrument AL694309B	Mornington Peninsula Shire Council
E-50	Sewerage		This Plan	South East Water Corporation
E-51	Party Wall	0.15	This Plan	The relevant abutting lot on this plan
E-52	Sewerage Support *** See Definition Hereon	See Diagram	This Plan This Plan	South East Water Corporation Common Property No.1

*** To provide structural support through rock, geo grid & compacted back fill for the Revetment Wall on the benefited land.

** Limited to water vessels only.

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	PLAN OF SUBDIVISION	Stage No.	LR use only EDITION	Plan Number PS 435310J

Easement Information

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-55	Drainage	See Diagram	This Plan	Mornington Peninsula Shire Council
	Sewerage		This Plan	South East Water Corporation
E-56	Drainage		This Plan	Mornington Peninsula Shire Council
	Carriageway		This Plan	Mornington Peninsula Shire Council
E-57	Drainage		This Plan	Mornington Peninsula Shire Council
	Sewerage		This Plan	South East Water Corporation
	Carriageway		This Plan	Mornington Peninsula Shire Council
E-58	Carriageway		This Plan	Mornington Peninsula Shire Council
E-59	Support *** See Definition Hereon		This Plan	Common Property No.1
	Footway		This Plan	The relevant abutting lot on this plan
E-60	Sewerage		This Plan	South East Water Corporation
	Carriageway		This Plan	Mornington Peninsula Shire Council
E-61	Sewerage		This Plan	South East Water Corporation
	Supply of Water (through underground pipes)		This Plan	South East Water Corporation
E-62	Sewerage		This Plan	South East Water Corporation
	Supply of Water (through underground pipes)		This Plan	South East Water Corporation
	Drainage		This Plan	Mornington Peninsula Shire Council

*** To provide structural support through rock, geo grid & compacted back fill for the Revetment Wall on the benefited land.

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J

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PLAN OF SUBDIVISION

Stage No.

Plan Number
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B5066-B5075	149	Reserve No.1	15 & 16	Reserve No.41	103 & 104		
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B5086-B5095	147	Reserve No.3	14 & 15	Reserve No.44	131		
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B5225-B5236	154	Reserve No.16	47				

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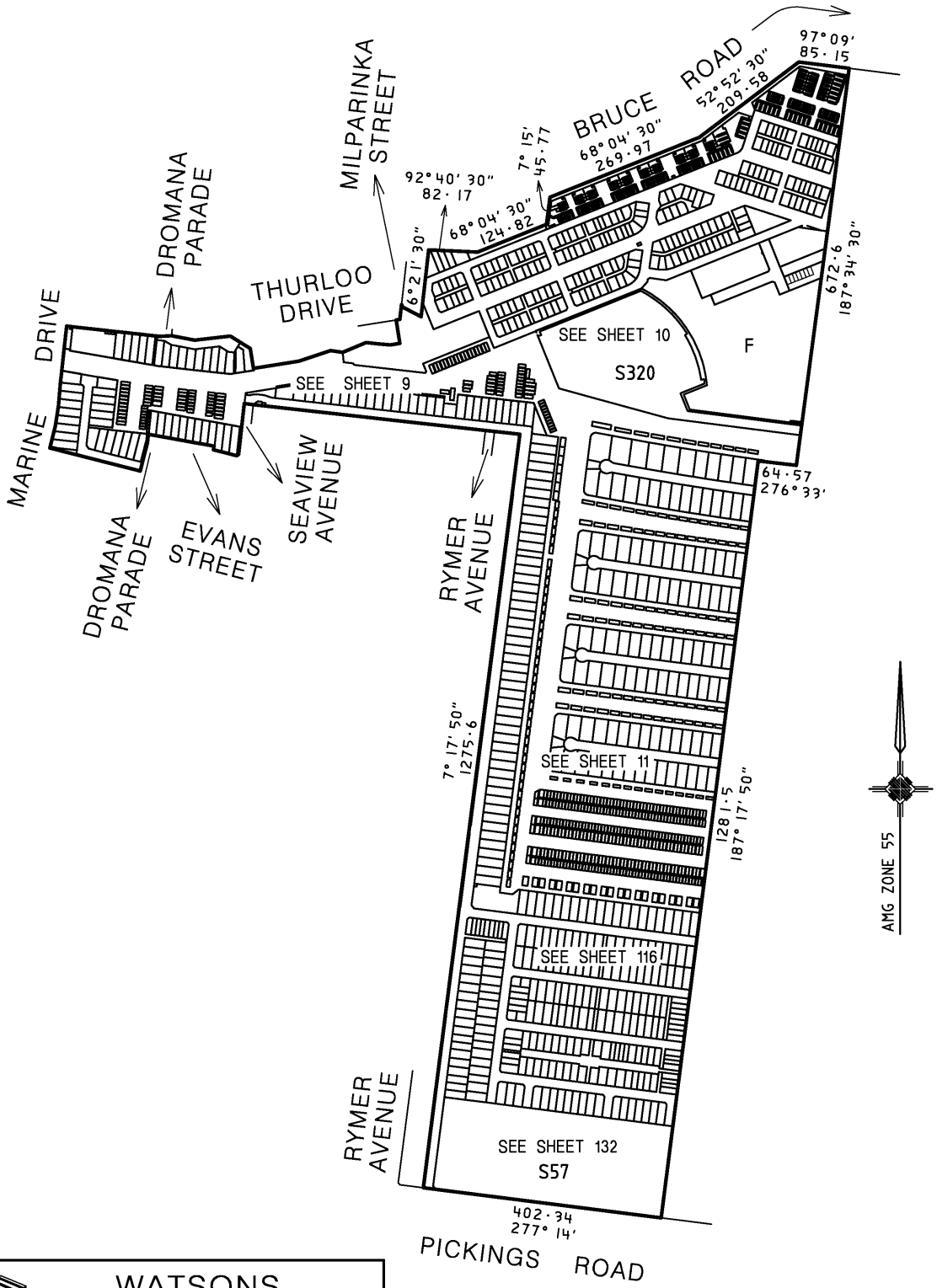
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SCALE
0 75 150 225 300 375
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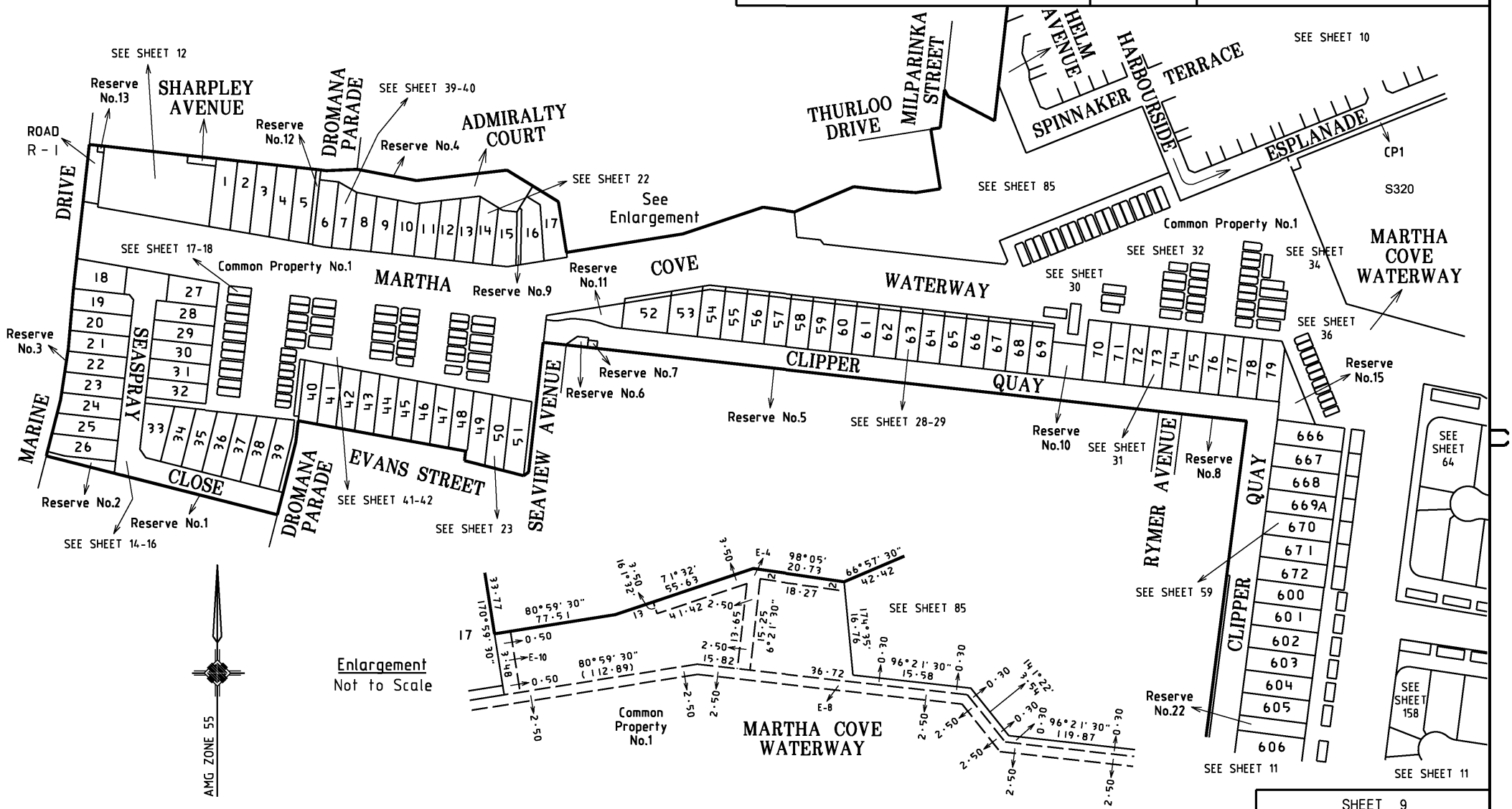
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Stage No.

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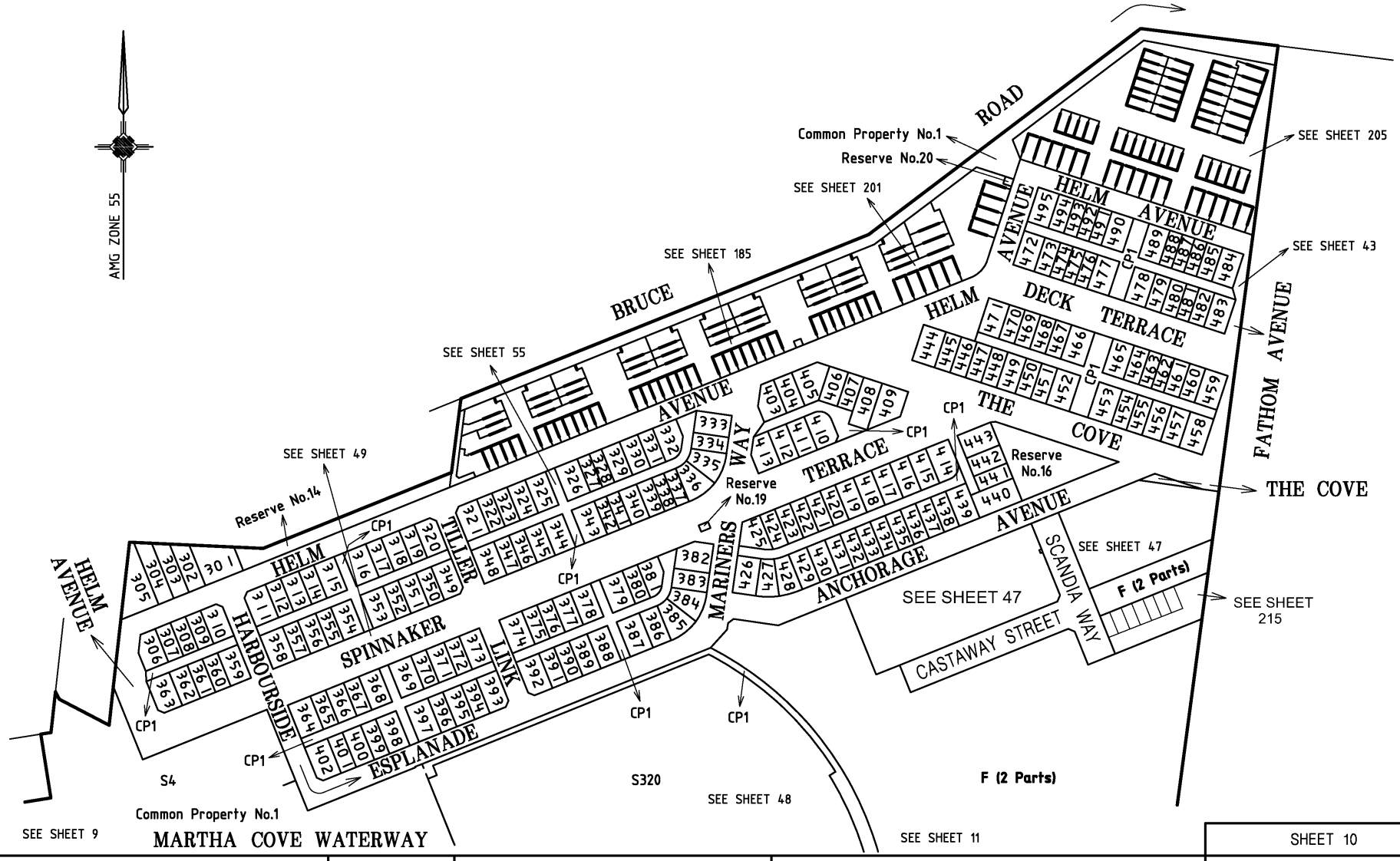


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PLAN OF SUBDIVISION

Stage No.	Plan Number
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ORIGINAL SHEET SIZE A3

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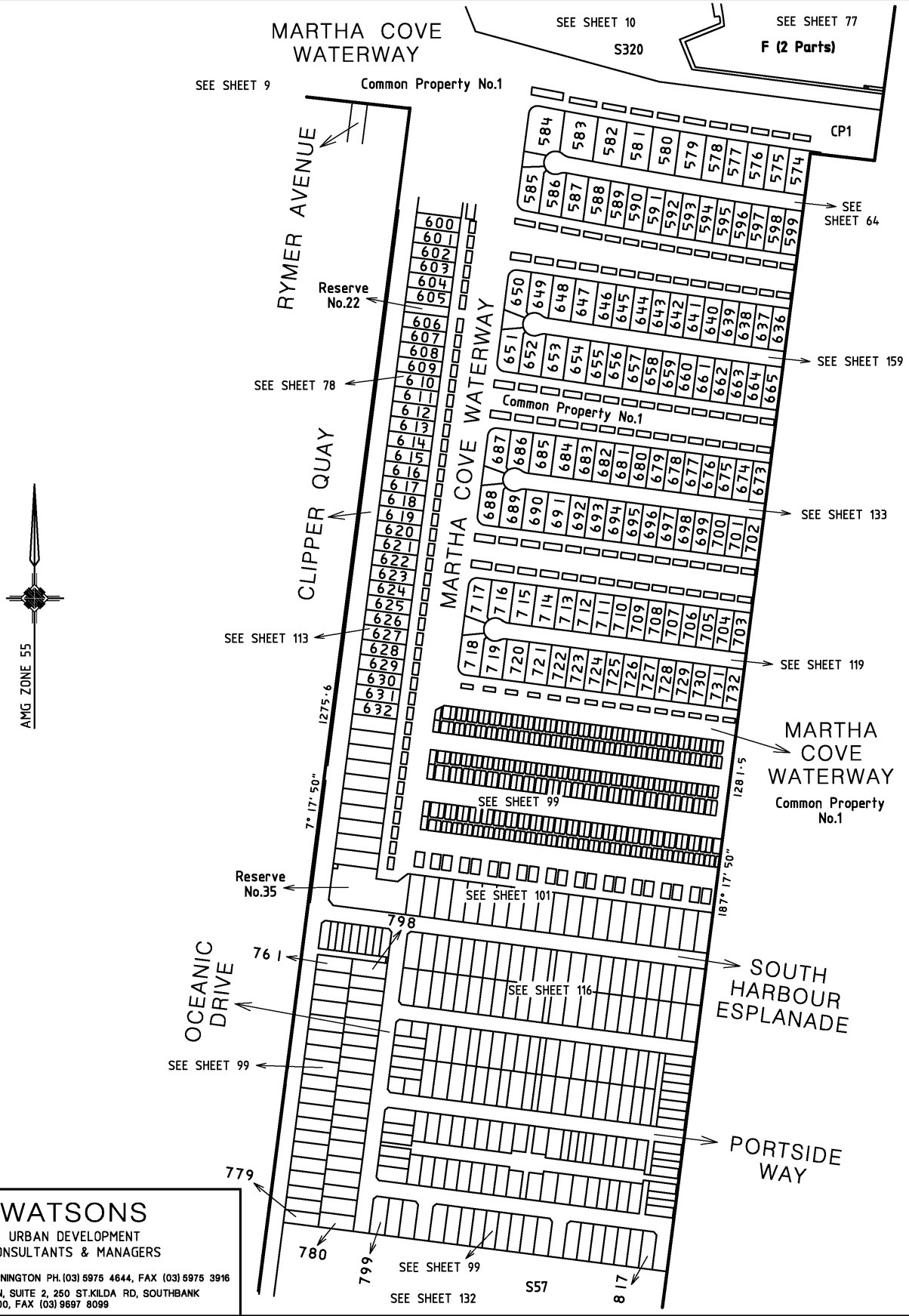
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH. (03) 9697 8000, FAX (03) 9697 8099

SHEET 11

ORIGINAL SCALE 1:4000 | ORIGINAL SHEET SIZE A3

SCALE

0 40 80 120 160 200

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE ..... DATE

REF 28397 VERSION

..... DATE / /20

COUNCIL DELEGATE SIGNATURE

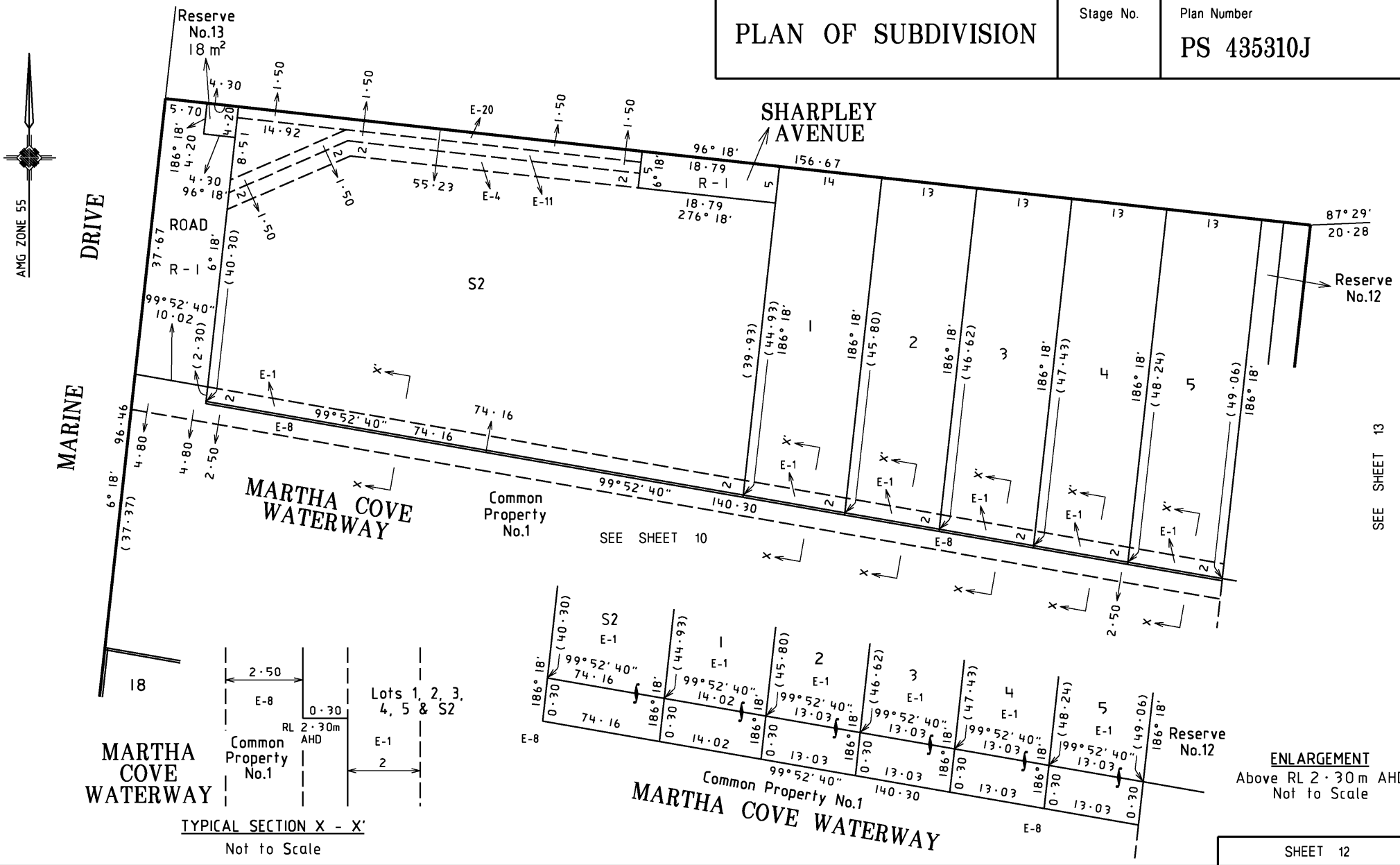
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



SHEET 12

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:500	A3

SCALE

0 5 10 15 20 25

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)	KAI HANSEN
SIGNATURE	DATE 8/10/2003
REF 28397/1A	VERSION 9

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

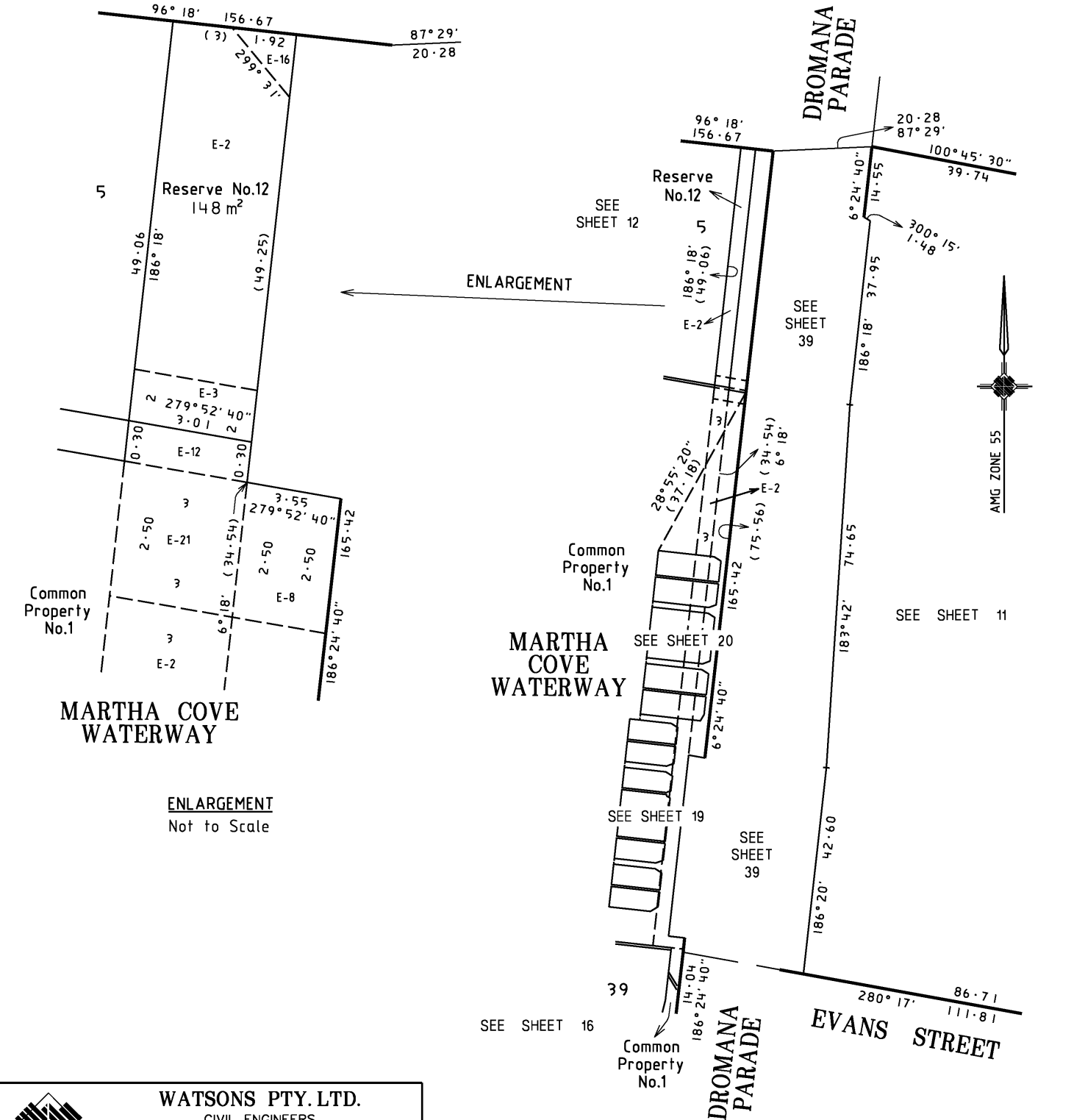
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE	SHEET SIZE
1:800	A3

SCALE
0 8 16 24 32 40
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 8/10/2003
REF 28397/1A
VERSION 9

SHEET 13

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

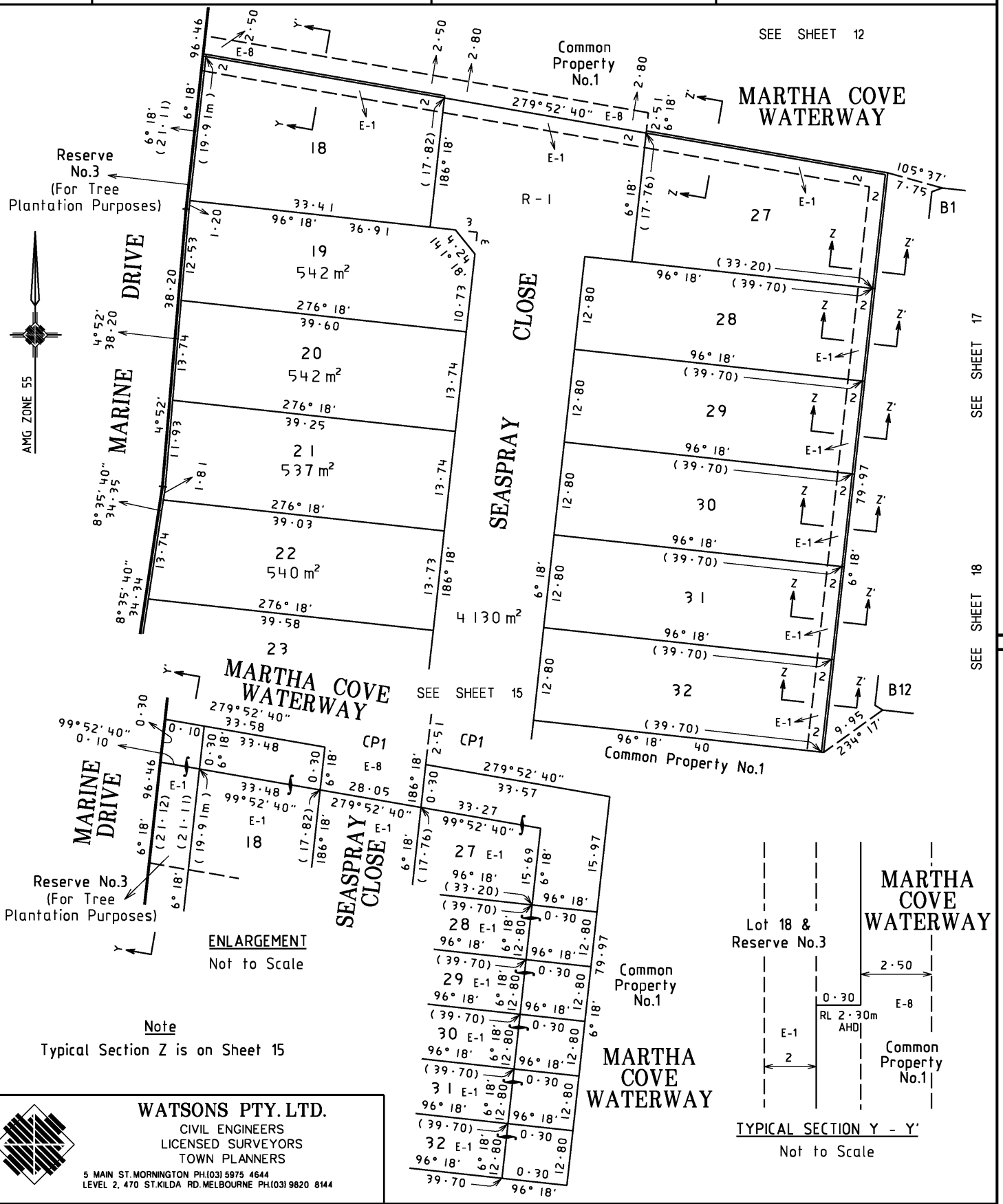
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



ENLARGEMENT
Not to Scale

Note
Typical Section Z is on Sheet 15

TYPICAL SECTION Y - Y'
Not to Scale

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE	SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 8/10/2003
REF 28397/1A
VERSION 9

SHEET 14

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

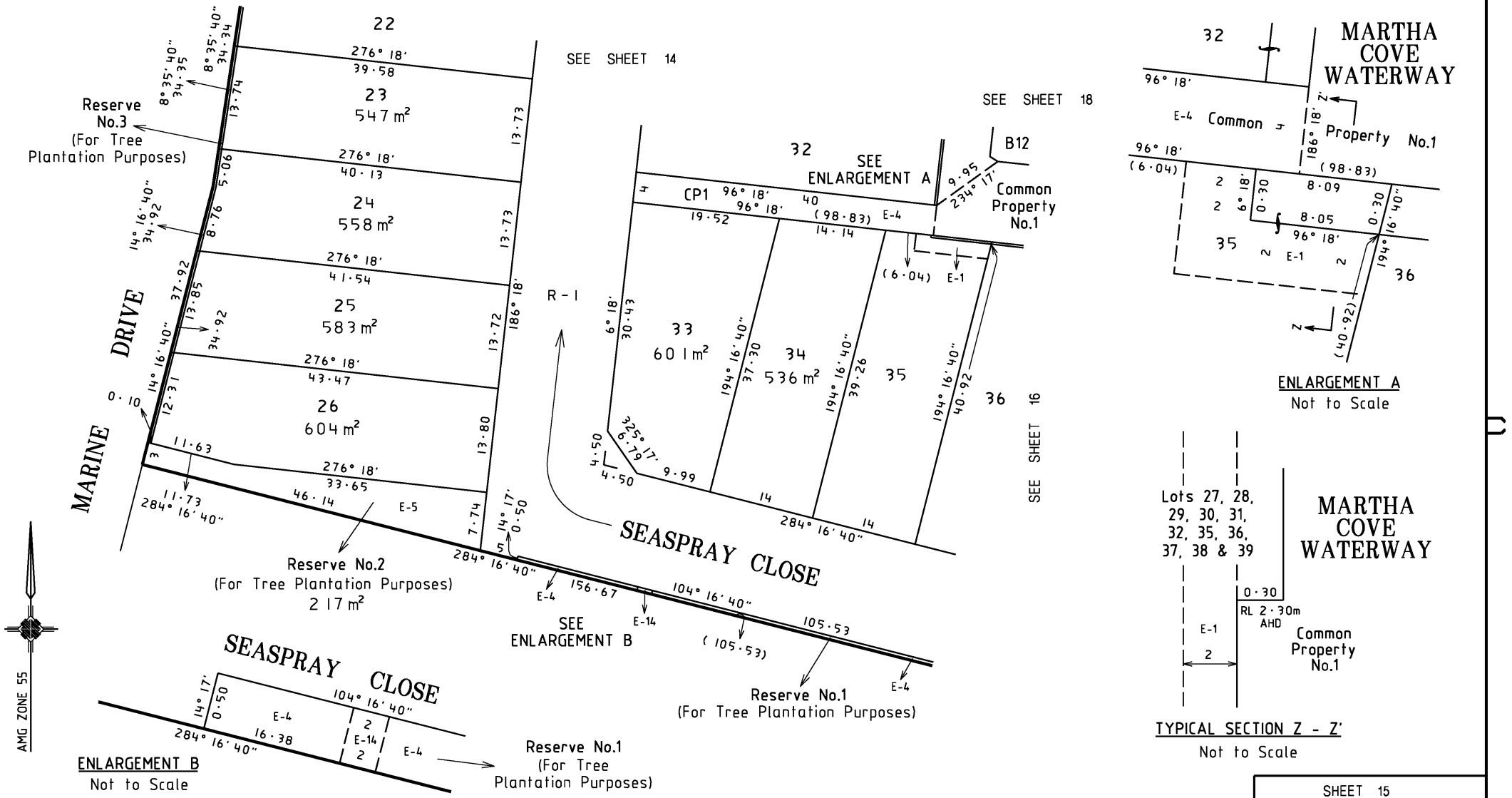
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



SHEET 15

WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST. MORNINGTON PH.(03) 5975 4644 LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144	ORIGINAL SCALE 1:500 / SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) KAI HANSEN SIGNATURE ..... DATE 8/10/2003 REF 28397/1A VERSION 9	..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

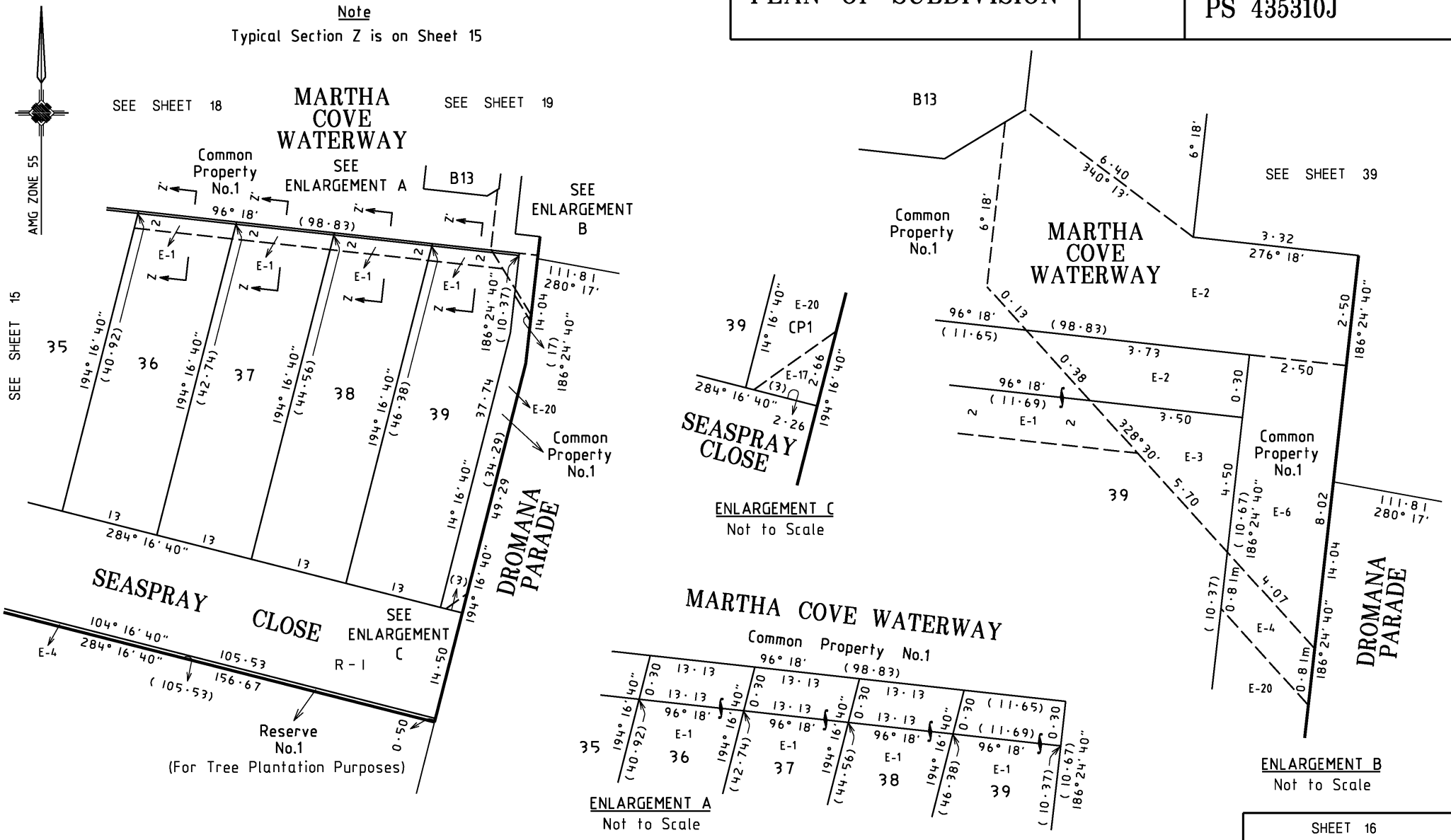
Stage No.

Plan Number

PS 435310J

Note

Typical Section Z is on Sheet 15



WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST. MORNINGTON PH.(03) 5975 4644 LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144	ORIGINAL SCALE 1:500 / SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) KAI HANSEN SIGNATURE ..... DATE 8/10/2003 REF 28397/1A VERSION 9	SHEET 16 ..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

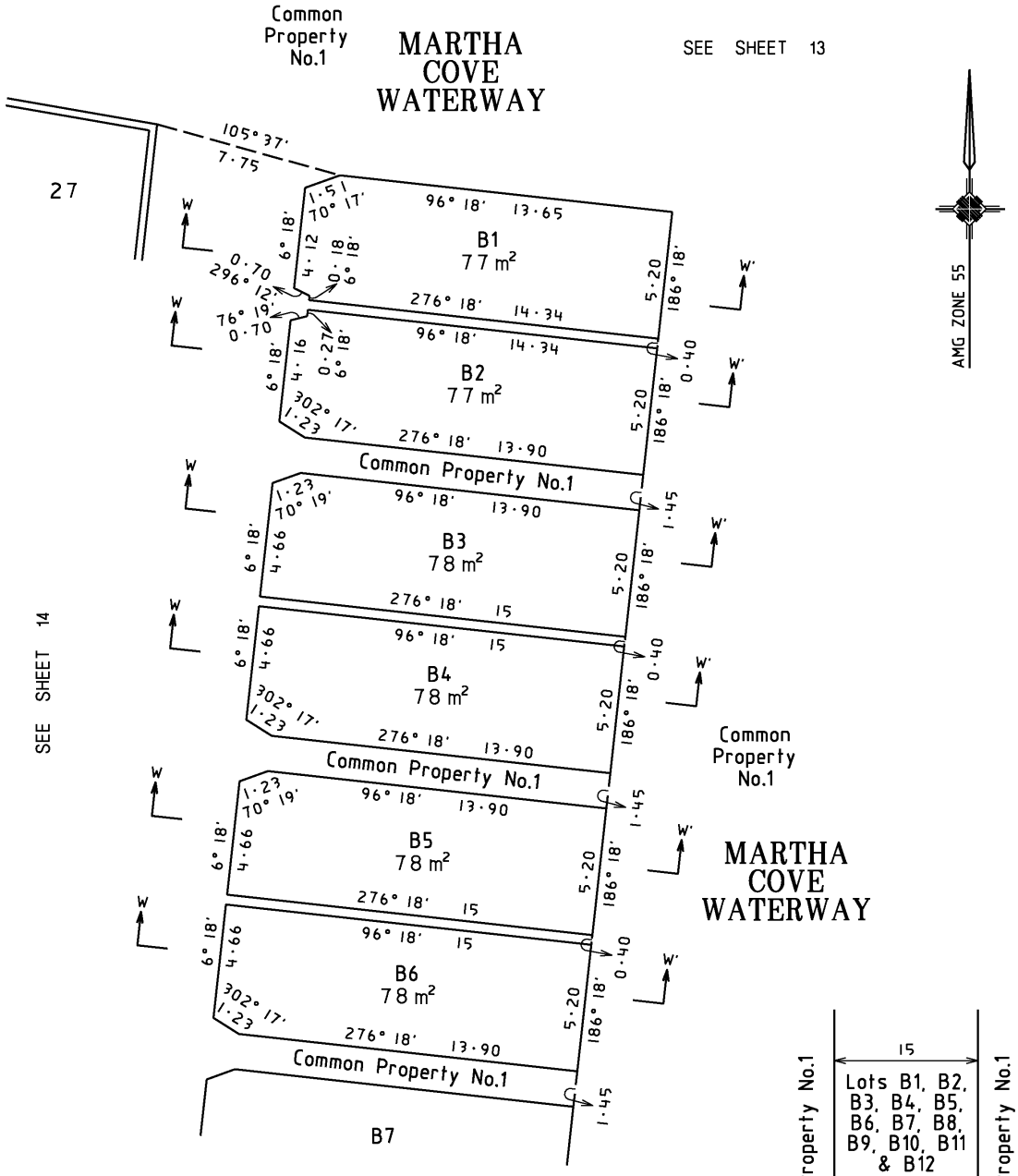
Delivered by LANDATA®, timestamp 17/11/2022 15:27 Page 16 of 272

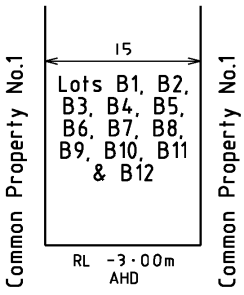
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J





Common Property No.1

MARTHA COVE WATERWAY

TYPICAL SECTION W - W'

Not to Scale

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SHEET SIZE A3

SCALE 1:200

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 8/10/2003
REF 28397/1A
VERSION 9

SHEET 17

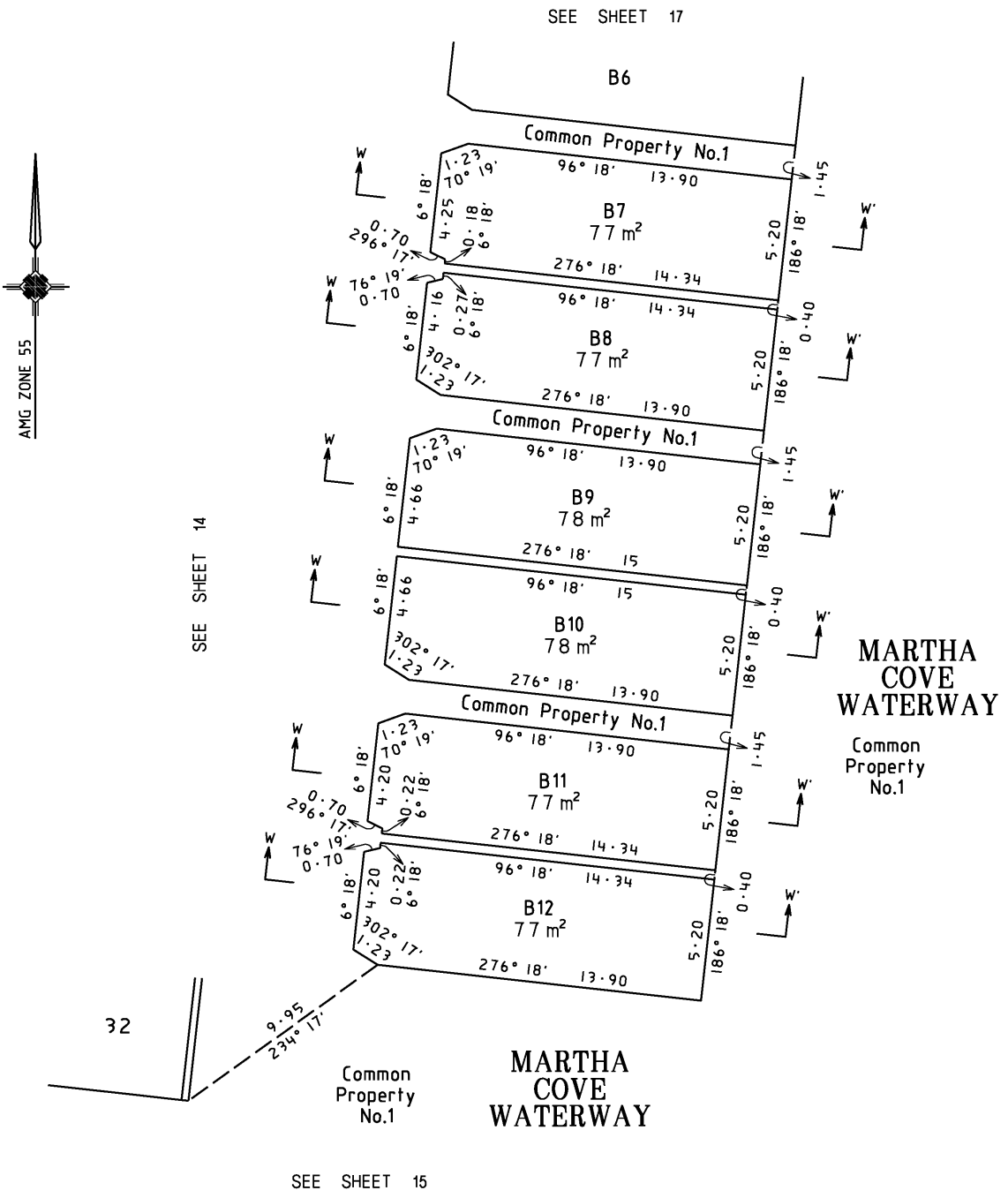
DATE / /20
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note
Typical Section W is on Sheet 17

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SHEET SIZE A3

SCALE 1:200

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 8/10/2003
REF 28397/1A
VERSION 9

SHEET 18

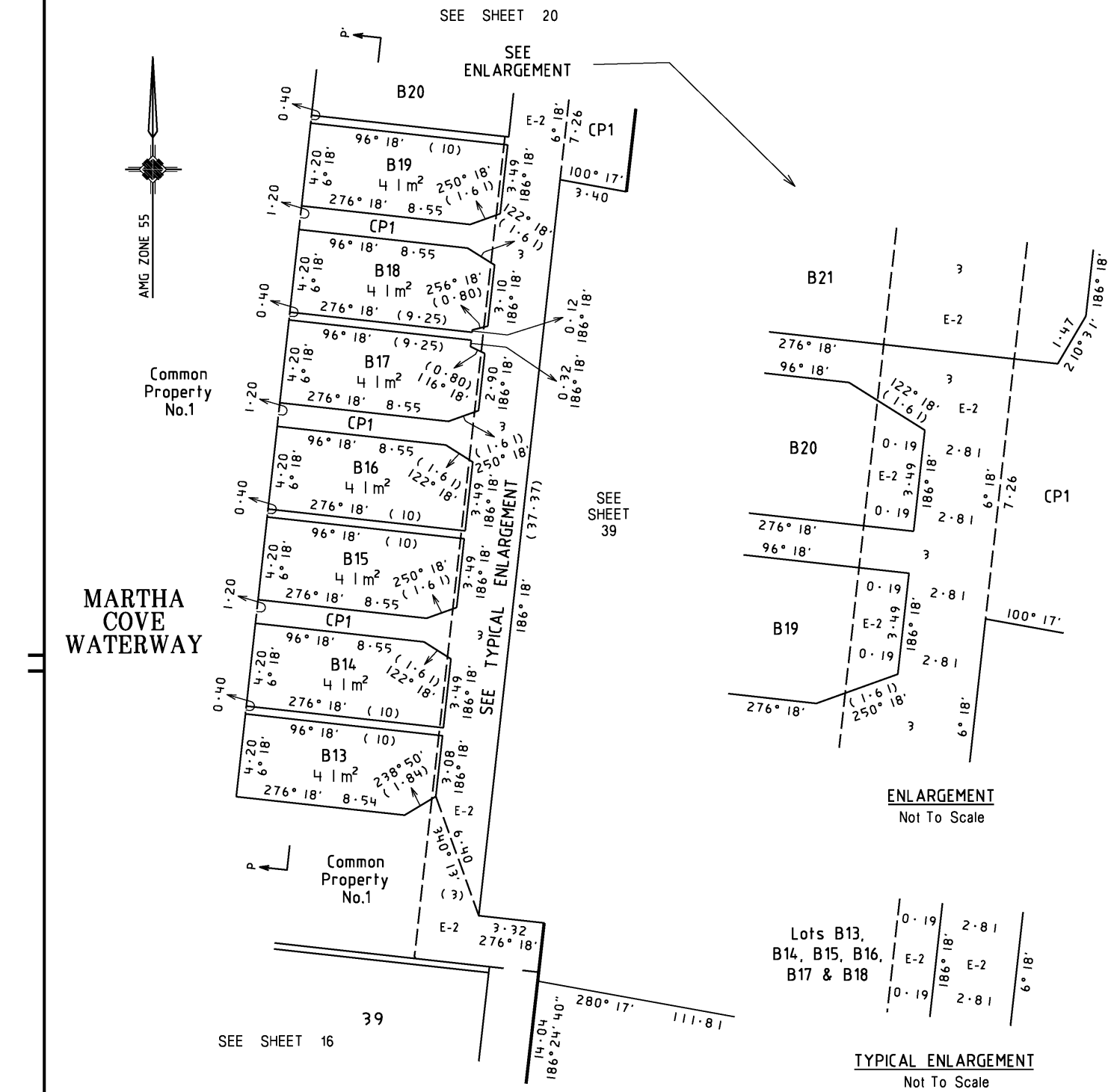
DATE / /20
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



ENLARGEMENT
Not To Scale

TYPICAL ENLARGEMENT
Not To Scale

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

Note
Section P is on Sheet 21

ORIGINAL SCALE 1:200
SHEET SIZE A3

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 8/10/2003
REF 28397/1A
VERSION 9

SHEET 19

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

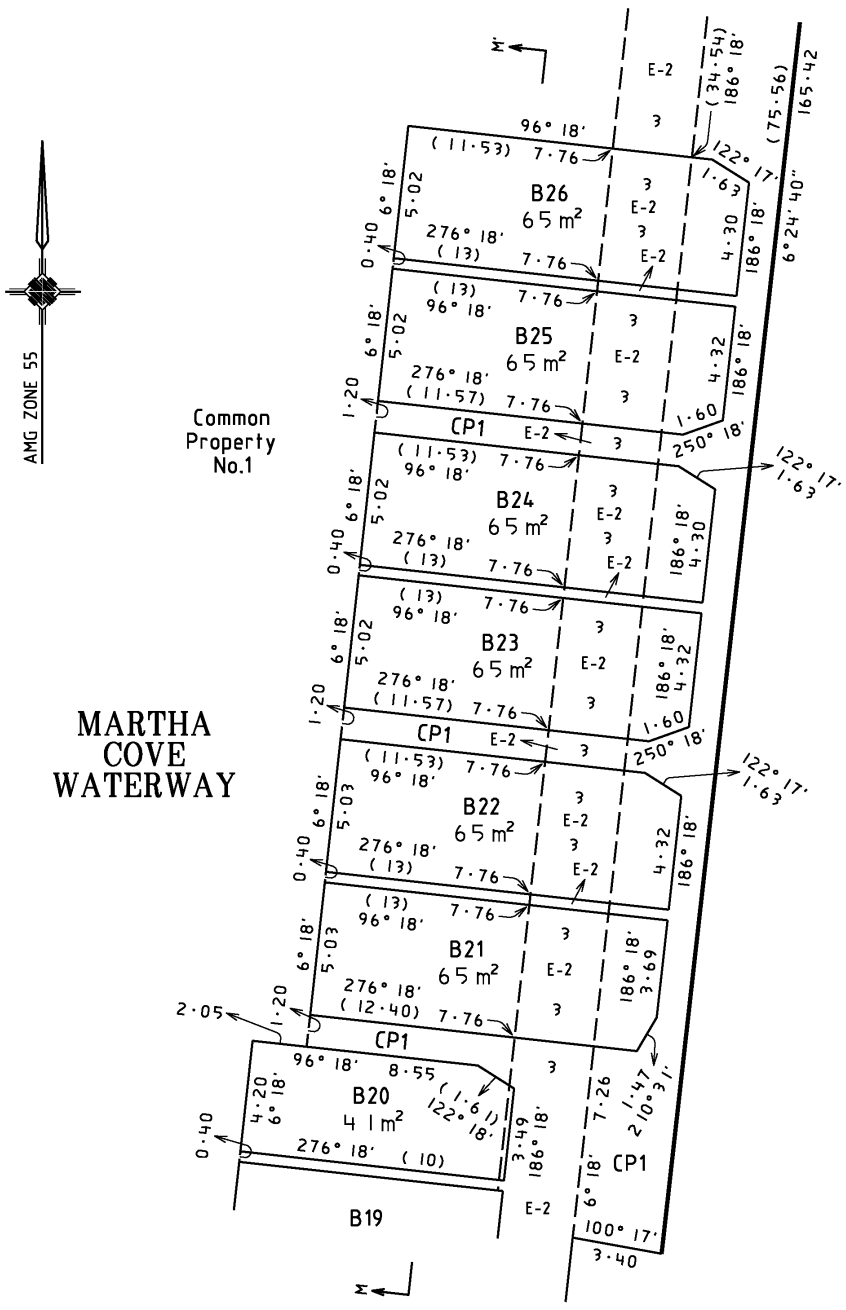
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J

SEE SHEET 13



SEE SHEET 39

SEE SHEET 19

Note
Section M is on Sheet 21

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE	SHEET SIZE
1:200	A3

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 8/10/2003
REF 28397/1A
VERSION 9

SHEET 20

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

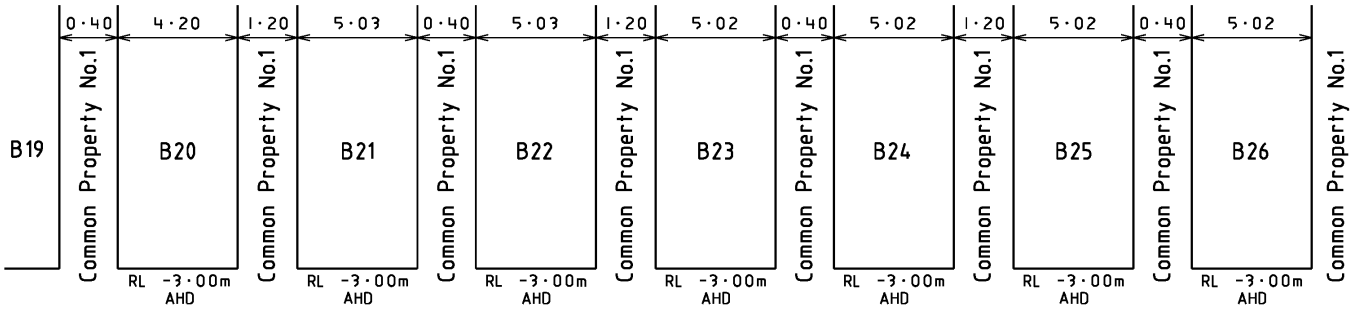
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

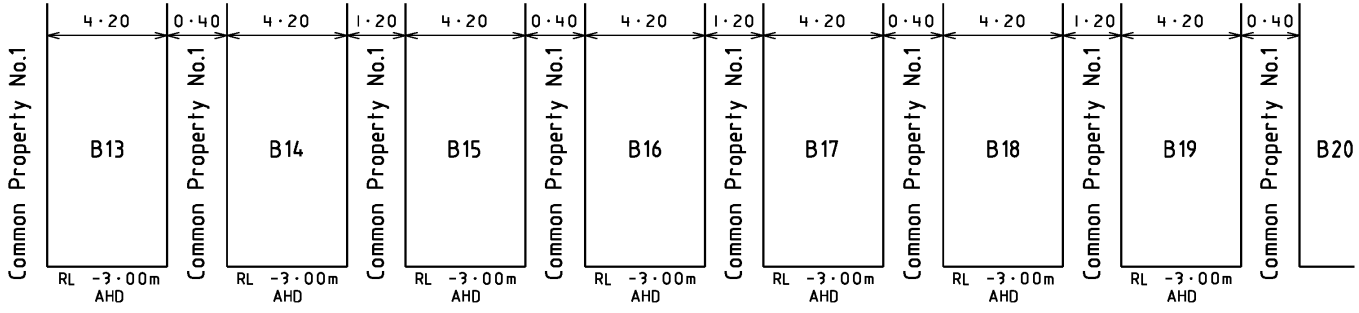
Plan Number

PS 435310J



SECTION M - M'

Not to Scale



SECTION P - P'

Not to Scale

SHEET 21

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE | SHEET SIZE A3

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN

SIGNATURE .....

DATE 8/10/2003

REF 28397/1A

VERSION 9

.....

DATE / /20

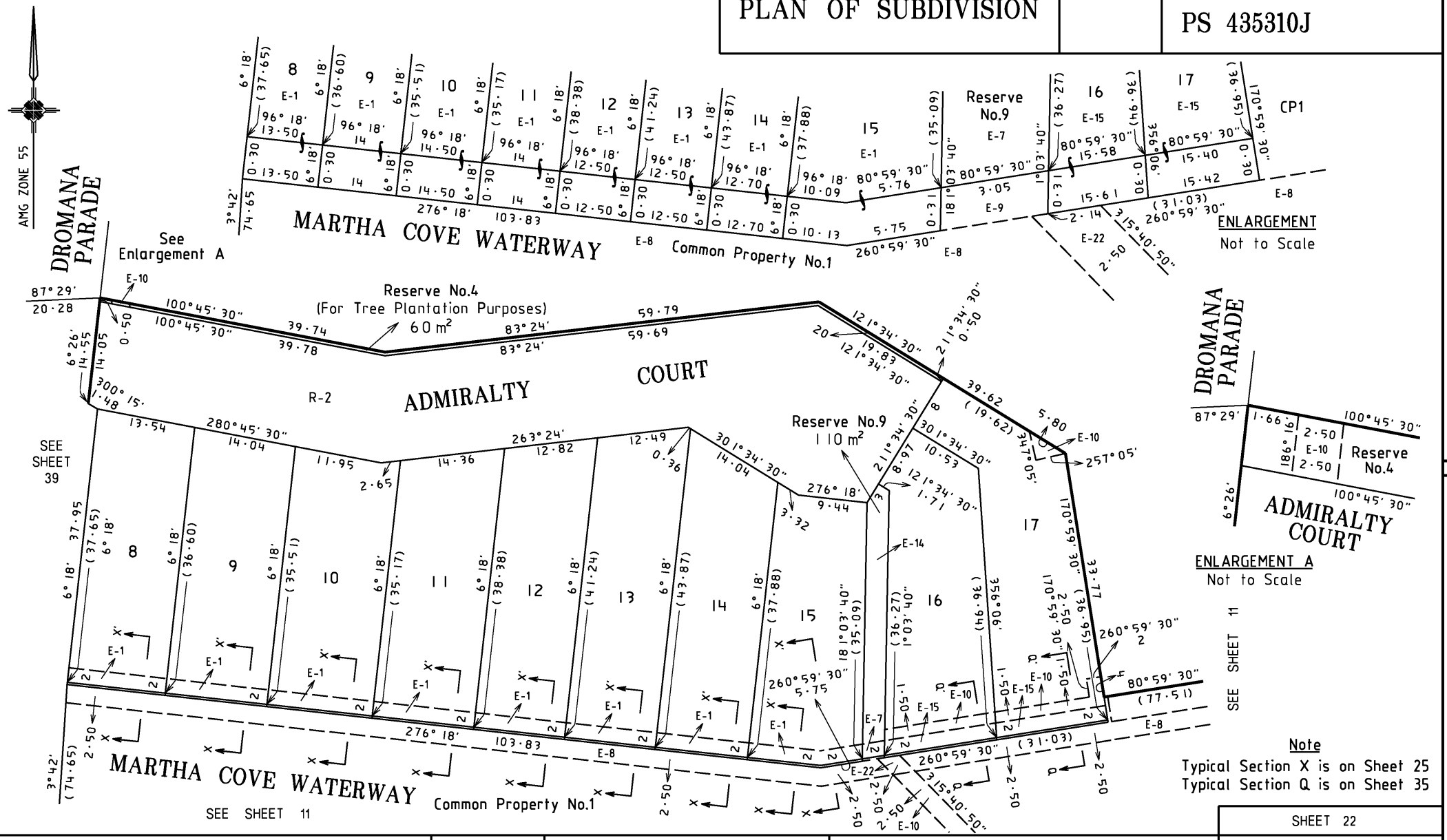
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



Note

Typical Section X is on Sheet 25

Typical Section Q is on Sheet 35

SHEET 22

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:500	A3

SCALE

0 5 10 15 20 25

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)	KAI HANSEN
SIGNATURE	DATE 29/3/2004
REF 28397/1C	VERSION 13

DATE / /20

COUNCIL DELEGATE SIGNATURE

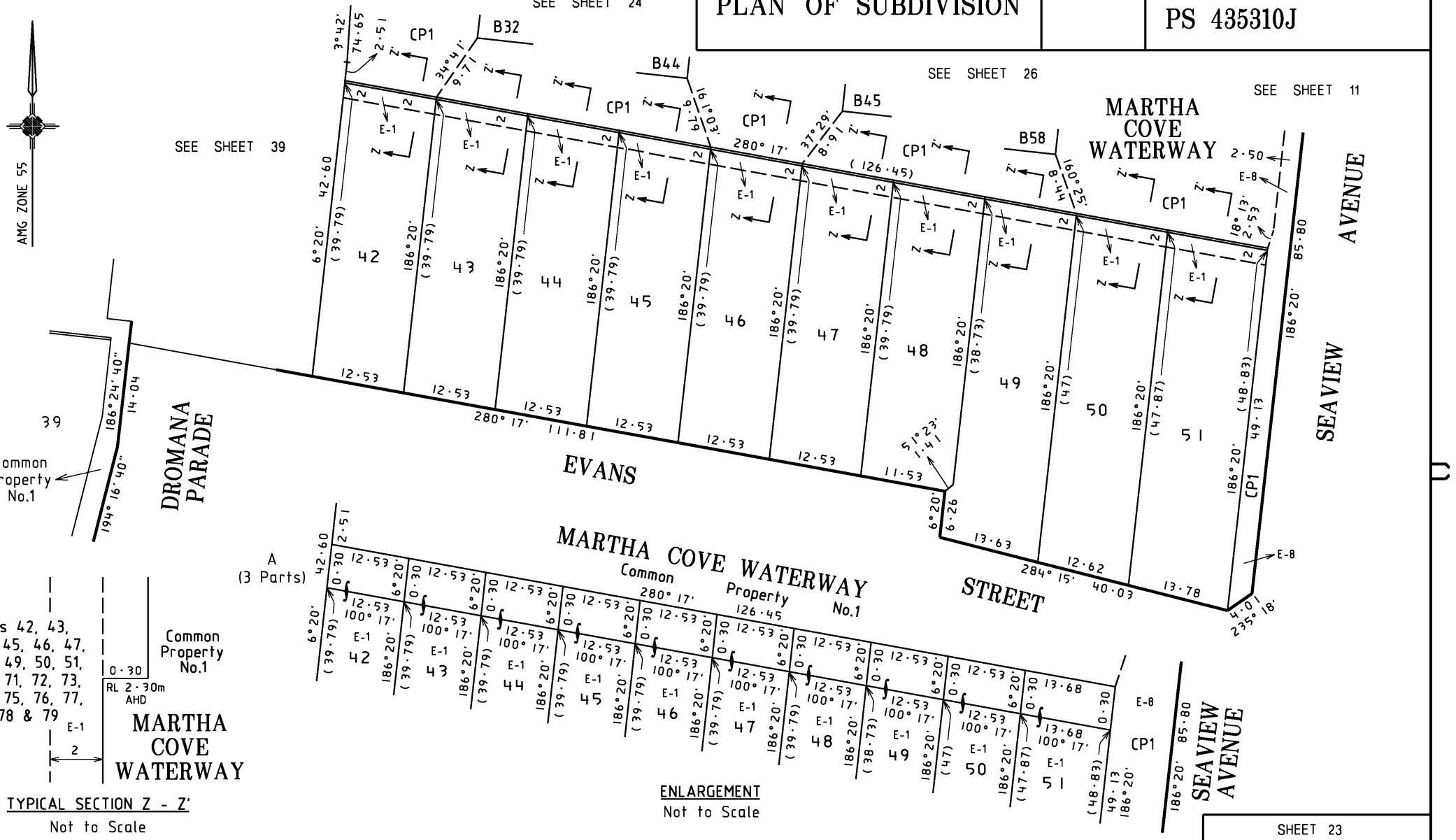
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



TYPICAL SECTION Z - Z'
Not to Scale

ENLARGEMENT
Not to Scale

SHEET 23

WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST. MORNINGTON PH.(03) 5975 4644 LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144	ORIGINAL SCALE 1:500 SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) KAI HANSEN SIGNATURE ..... DATE 29/3/2004 REF 28397/1C VERSION 13	..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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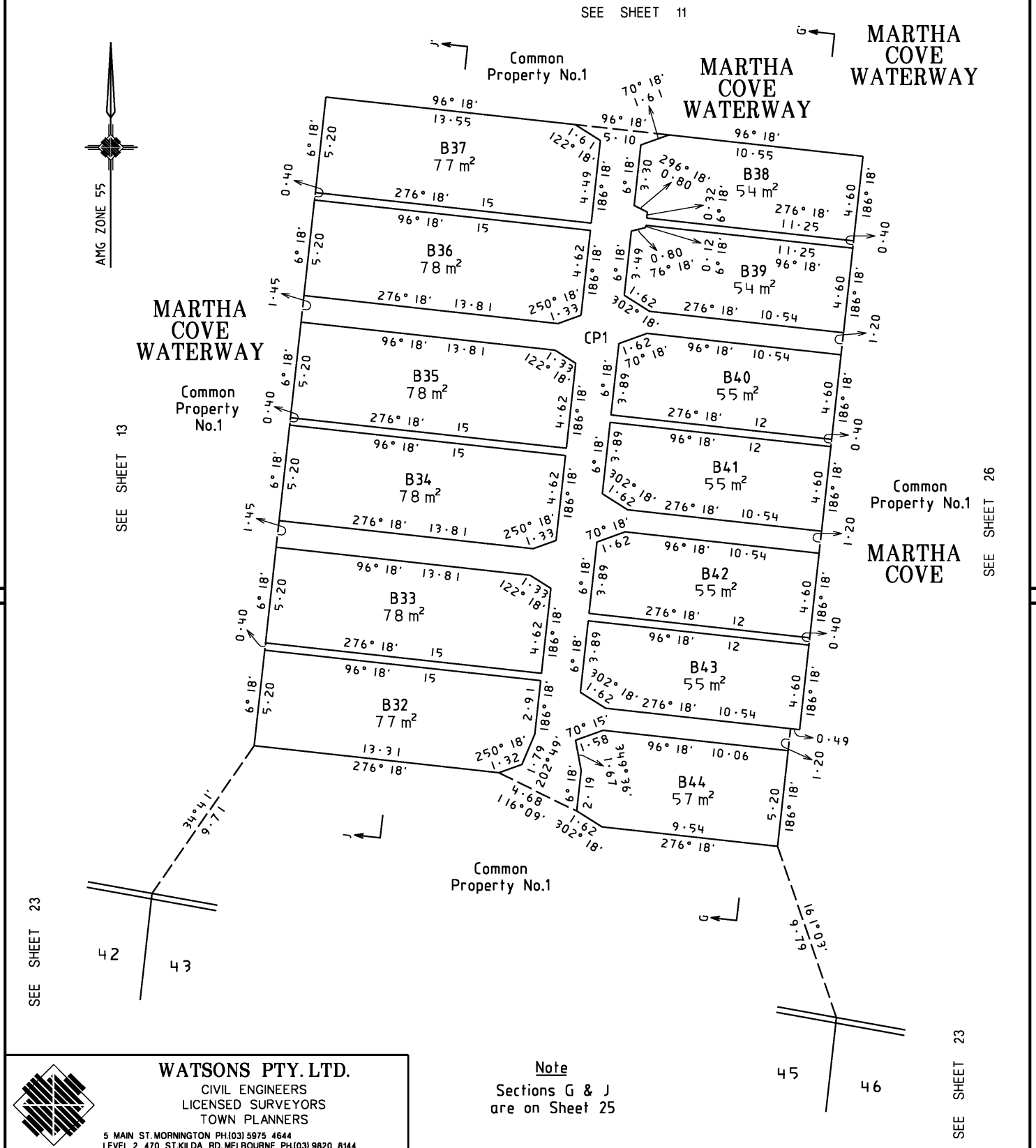
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

Note
Sections G & J are on Sheet 25

SHEET 24

ORIGINAL SCALE 1 : 200 | SHEET SIZE A3

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 29/3/2004
REF 28397/1C
VERSION 13

..... DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

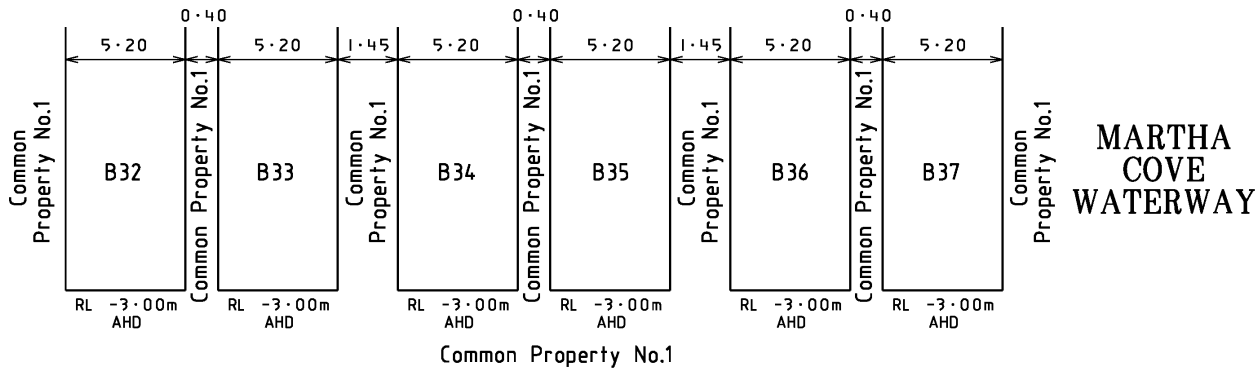
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PLAN OF SUBDIVISION

Stage No.

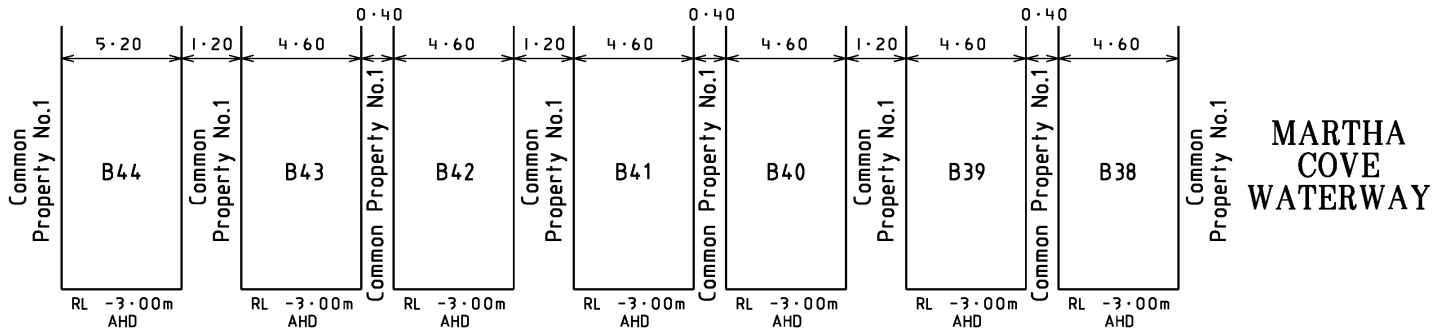
Plan Number

PS 435310J



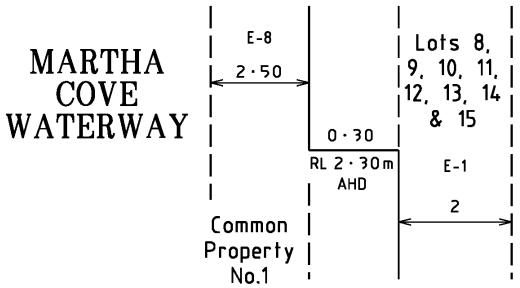
Common Property No.1

SECTION J - J'
Not to Scale

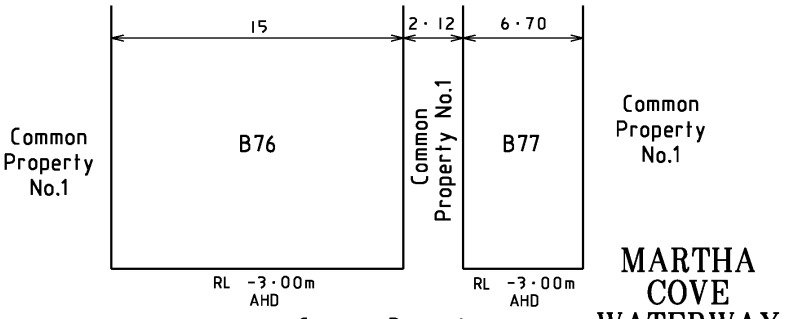


Common Property No.1

SECTION G - G'
Not to Scale



TYPICAL SECTION X - X'
Not to Scale



Common Property No.1

SECTION C - C'
Not to Scale

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE | SHEET SIZE A3

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN

SIGNATURE .....

DATE 29/3/2004

REF 28397/1C

VERSION 13

SHEET 25

.....

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

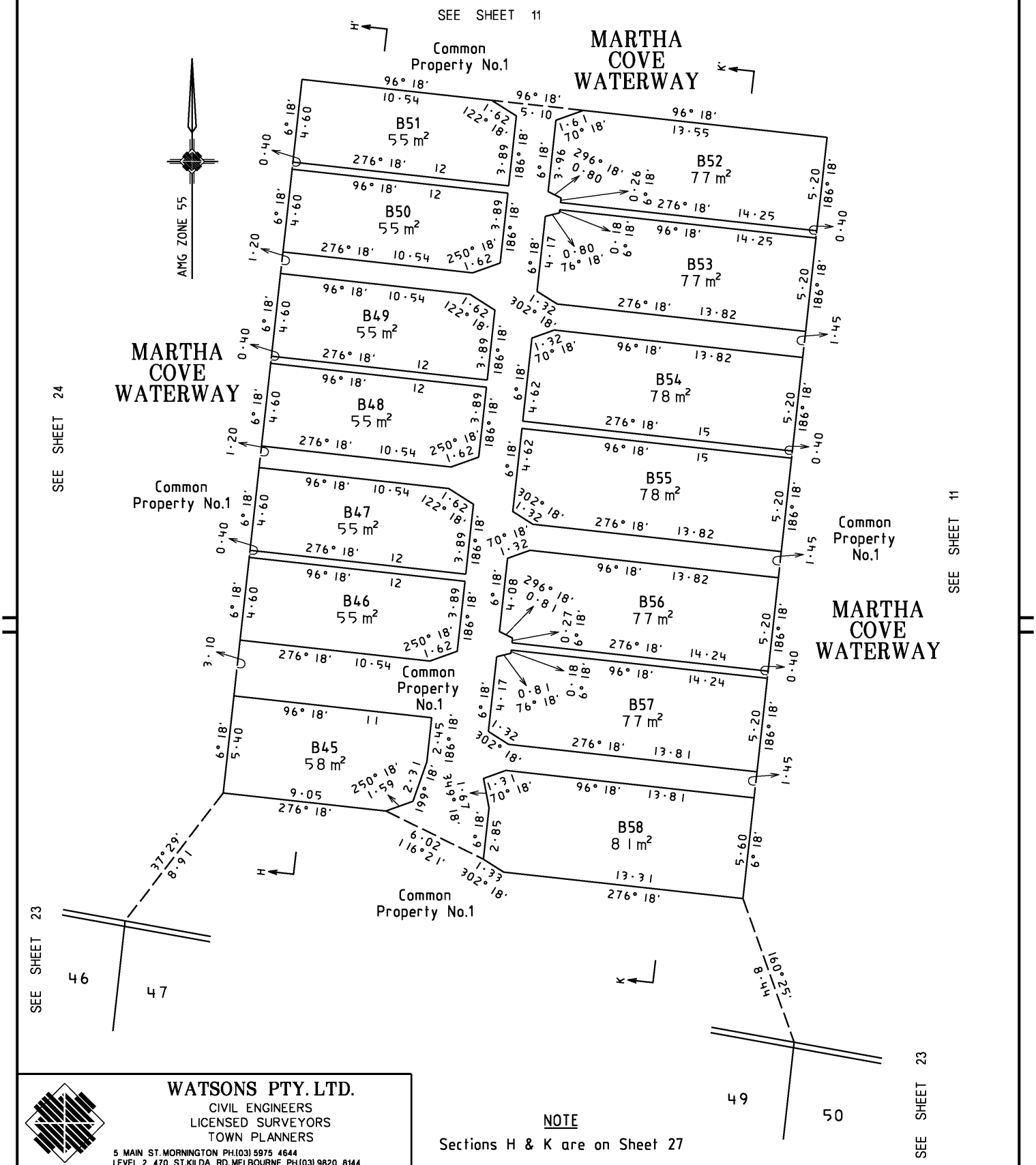
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

NOTE

Sections H & K are on Sheet 27

SHEET 26

ORIGINAL SCALE 1 : 200

ORIGINAL SHEET SIZE A3

SCALE

0 2 4 6 8 10

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN

SIGNATURE .....

DATE 29/3/2004

REF 28397/1C

VERSION 13

DATE / /20

COUNCIL DELEGATE SIGNATURE

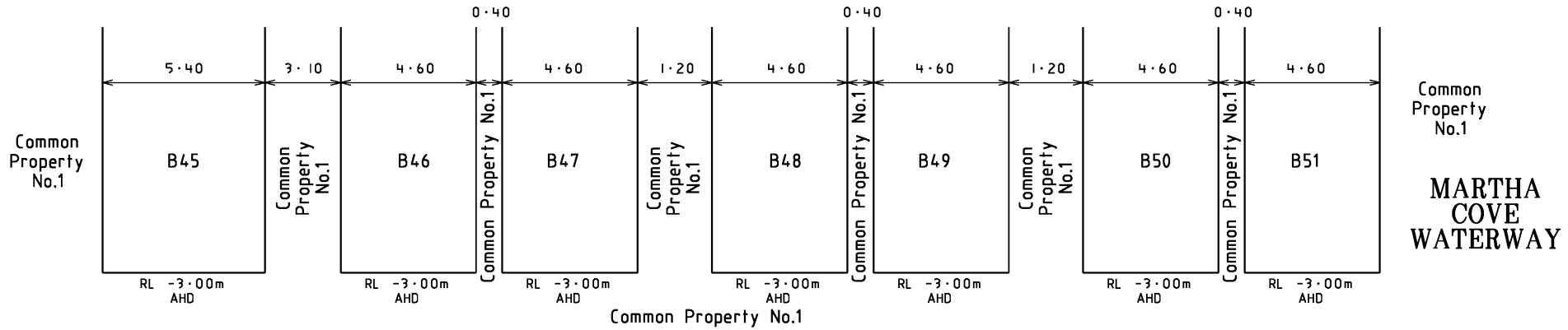
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PLAN OF SUBDIVISION

Stage No.

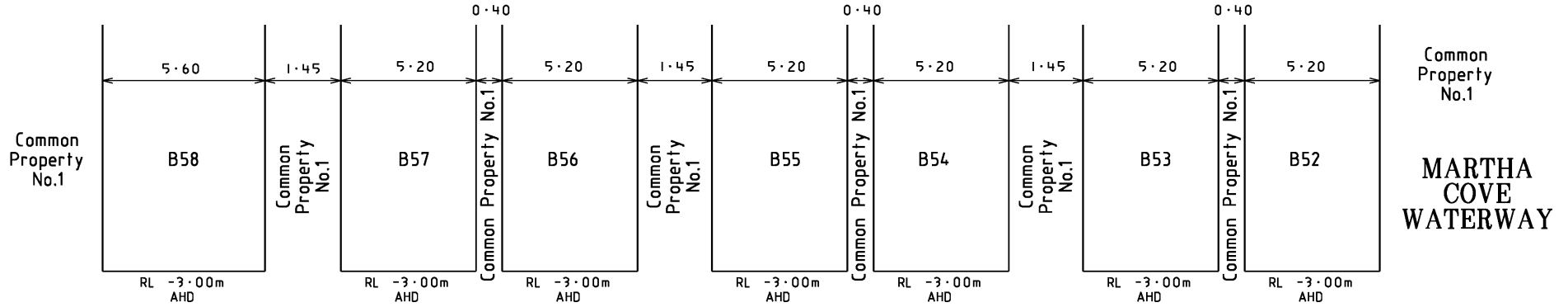
Plan Number

PS 435310J



SECTION H - H'

Not to Scale



SECTION K - K'

Not to Scale

SHEET 27

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE | SHEET SIZE A3

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN

SIGNATURE .....

DATE 29/3/2004

REF 28397/1C

VERSION 13

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

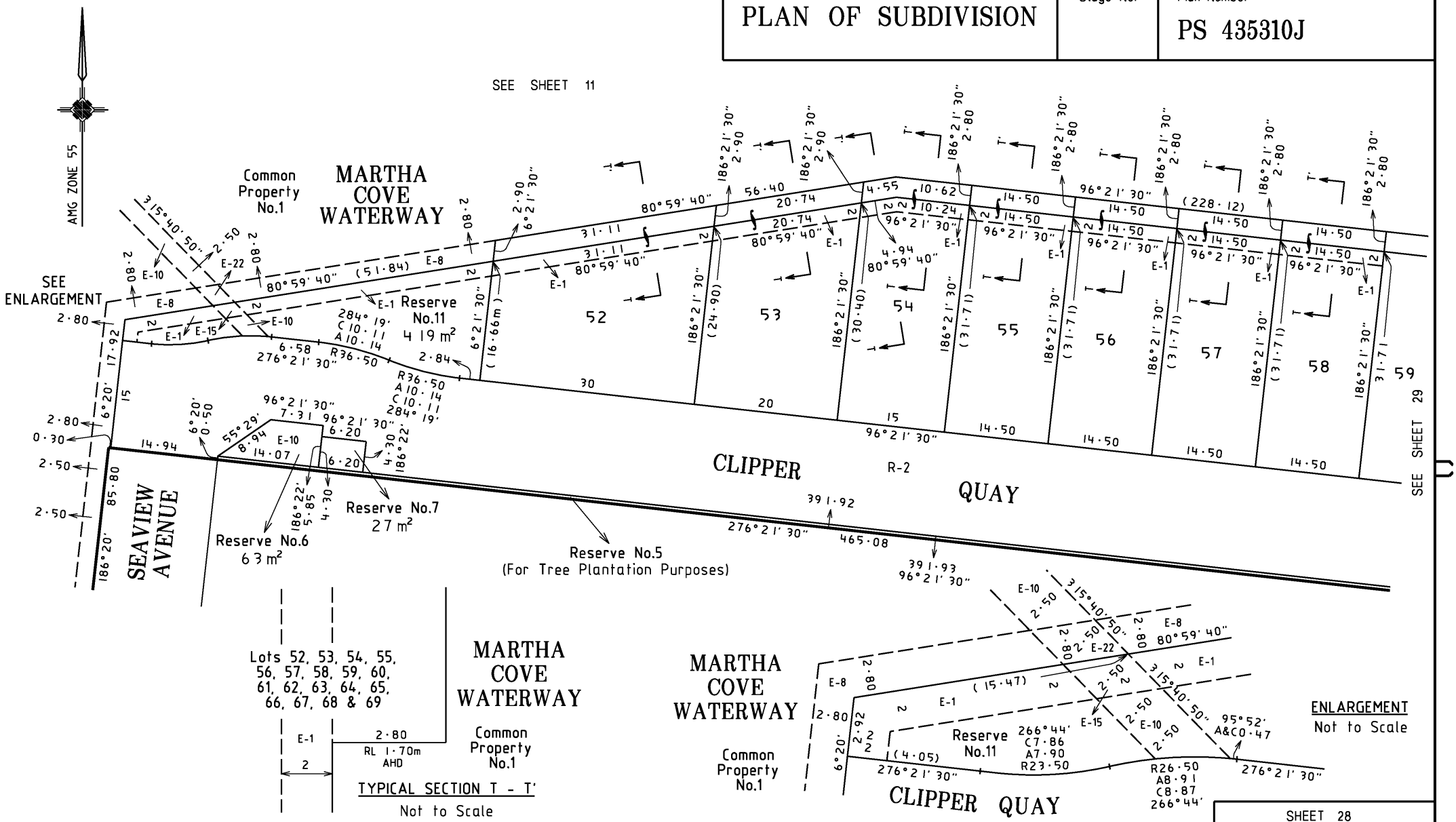
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



SHEET 28

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL
SCALE 1:500
SHEET SIZE A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 29/3/2004
REF 28397/1C
VERSION 13

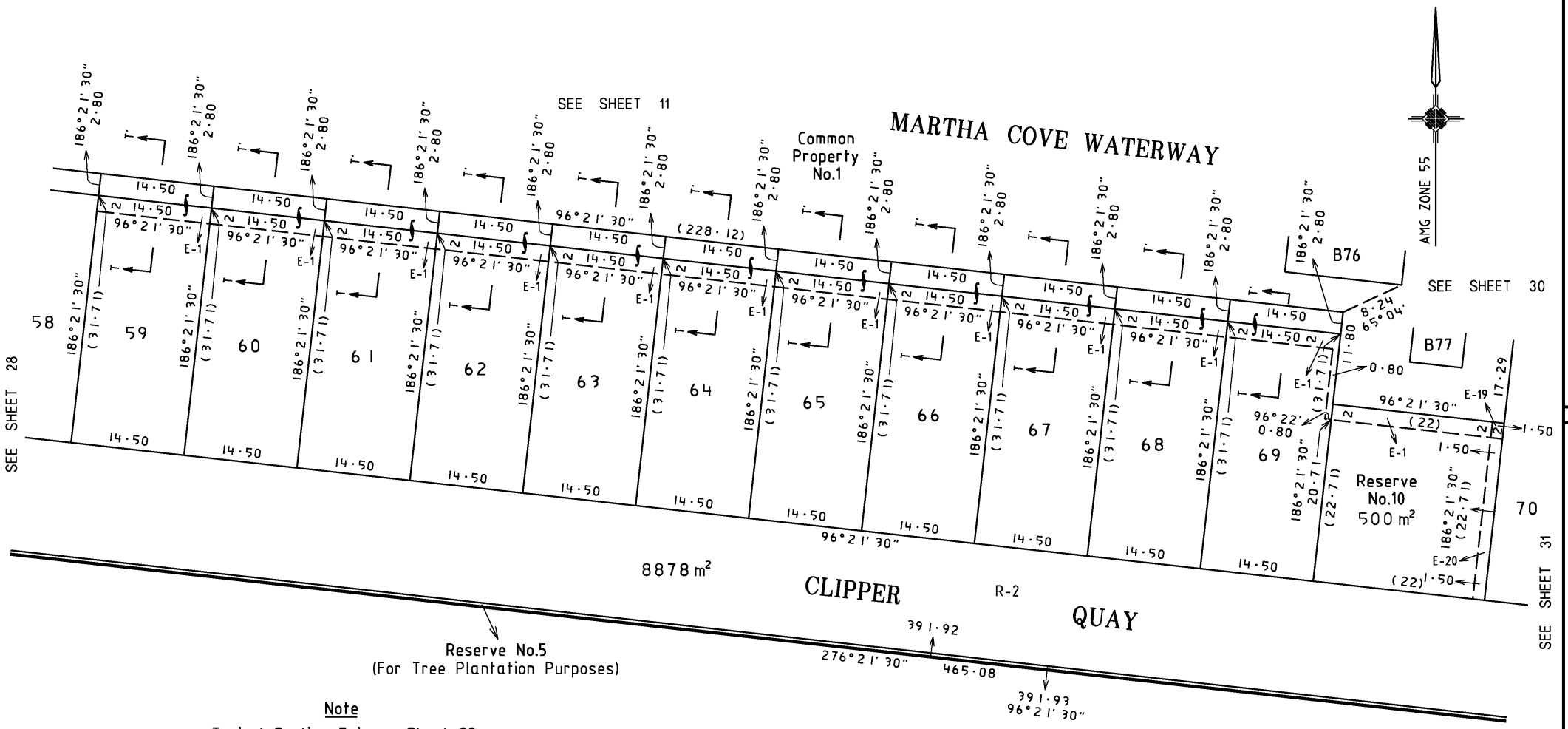
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note

Typical Section T is on Sheet 28

SHEET 29

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 29/3/2004
REF 28397/1C
VERSION 13

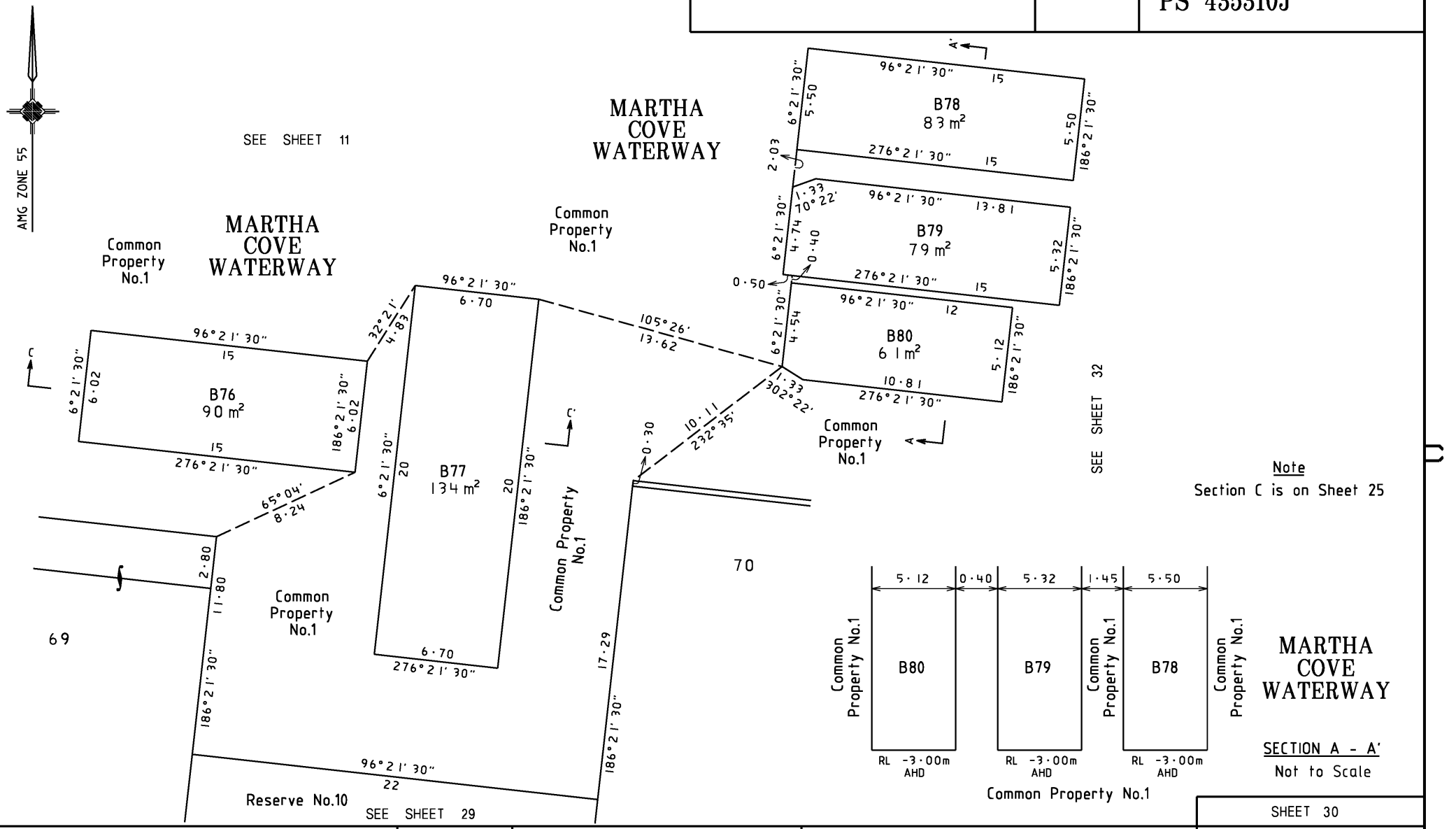
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



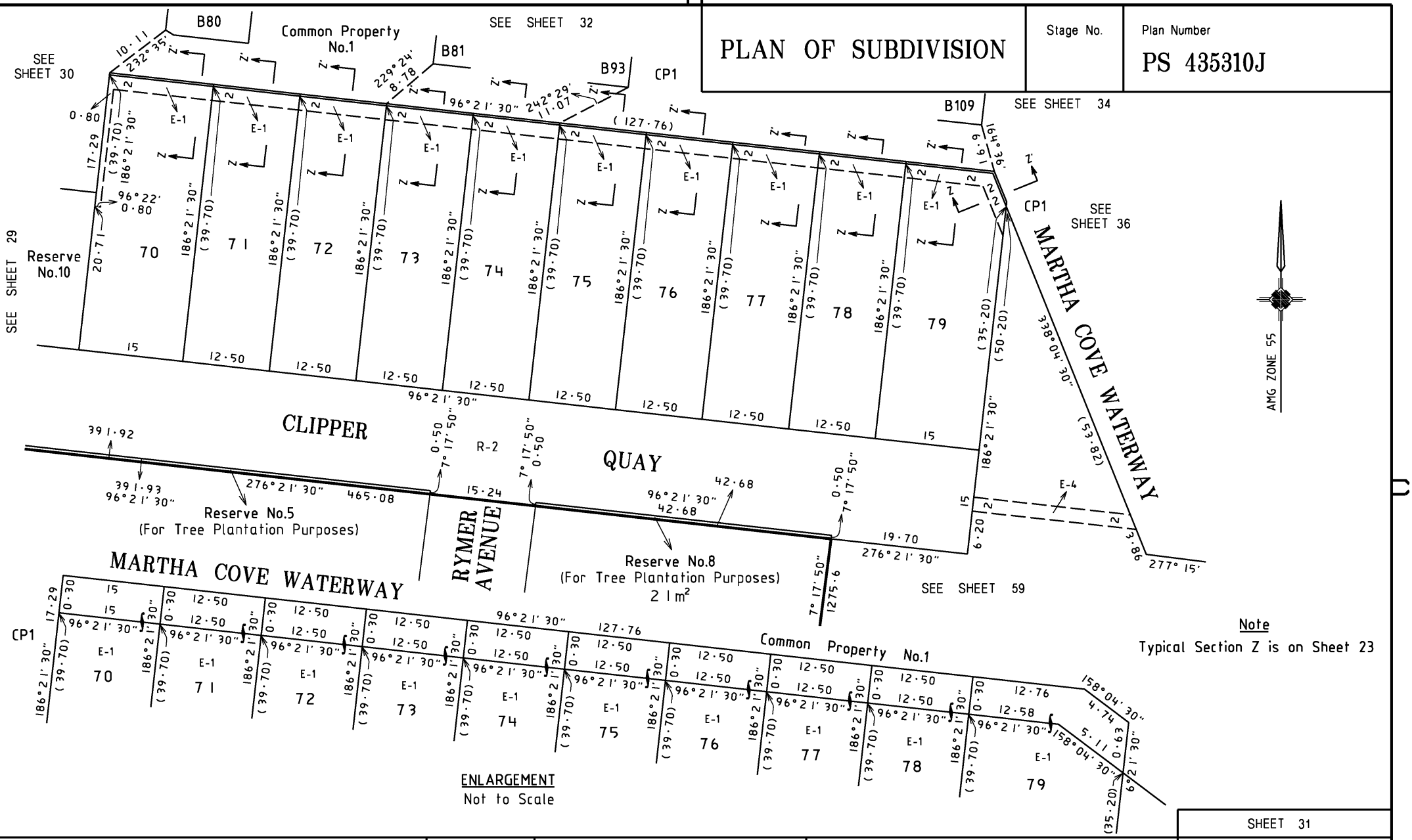
WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST. MORNINGTON PH.(03) 5975 4644 LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144	ORIGINAL SCALE 1:200 / SHEET SIZE A3	SCALE 0 2 4 6 8 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) KAI HANSEN SIGNATURE ..... DATE 29/3/2004 REF 28397/1C VERSION 13	SHEET 30 ..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note
Typical Section Z is on Sheet 23

SHEET 31

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE	SHEET SIZE
1 : 500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 29/3/2004
REF 28397/1C
VERSION 13

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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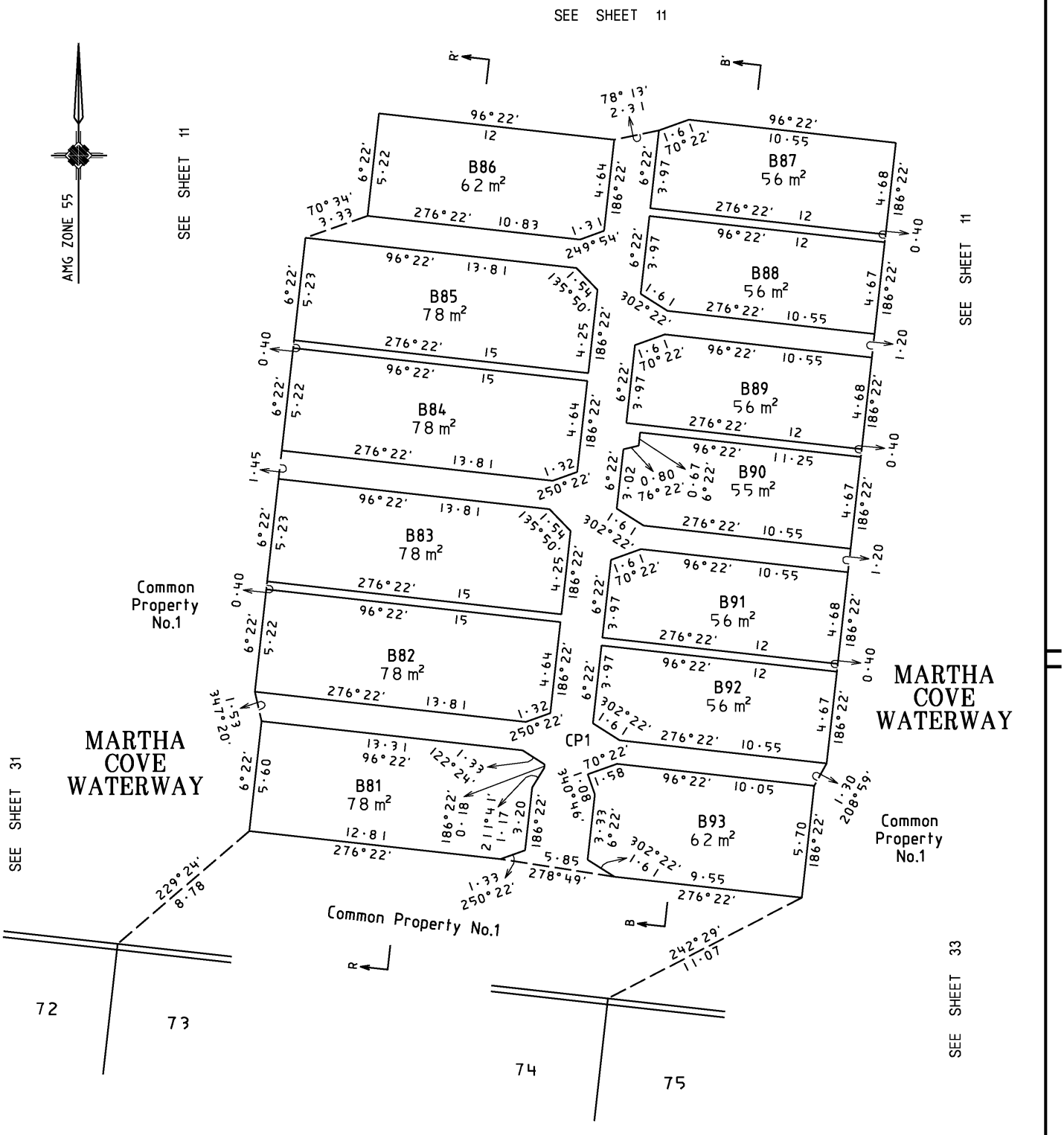
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

Note
Sections R and B are on Sheet 33

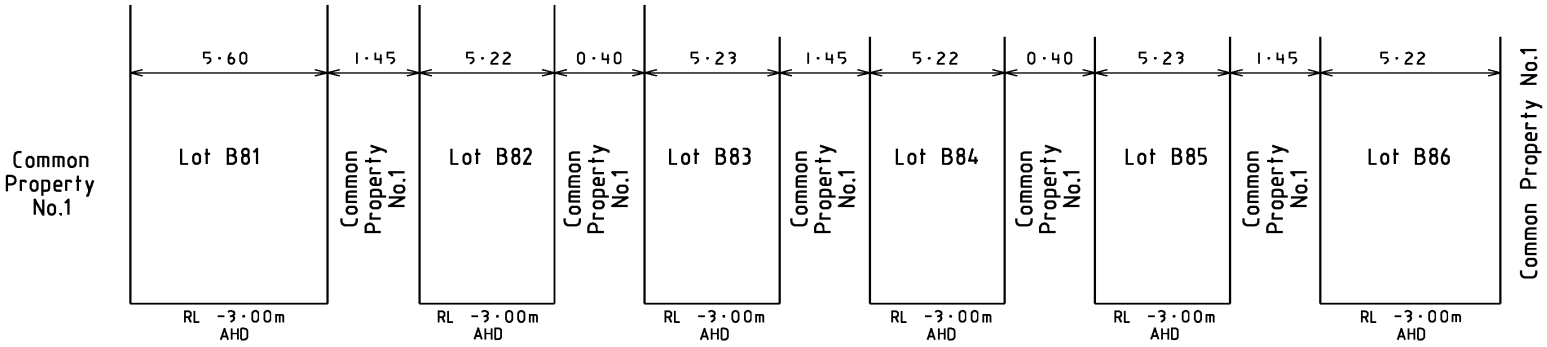
ORIGINAL SCALE	ORIGINAL SHEET SIZE	SCALE	LICENSED SURVEYOR (PRINT)	KAI HANSEN	SHEET 32
1 : 200	A3	0 2 4 6 8 10 LENGTHS ARE IN METRES	SIGNATURE	DATE 29/3/2004	..... DATE / /20 COUNCIL DELEGATE SIGNATURE
			REF 28397/1C	VERSION 13	ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

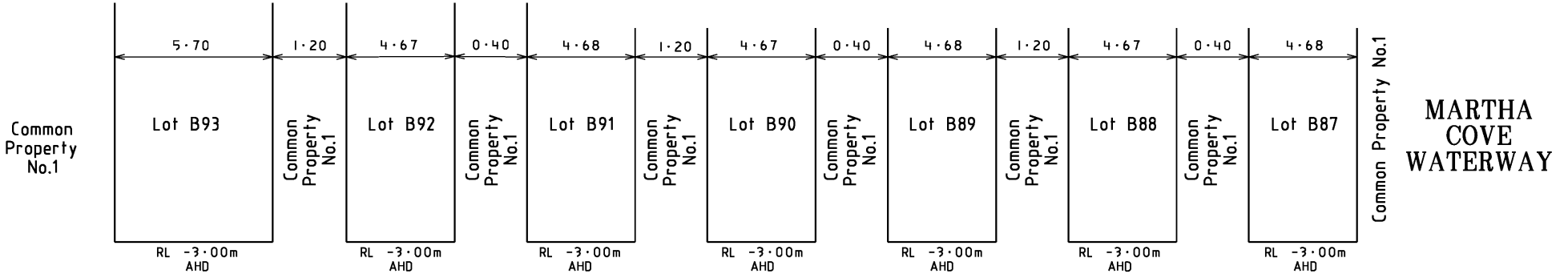
Plan Number

PS 435310J



SECTION R - R'

Not to Scale



SECTION B - B'

Not to Scale

SHEET 33

WATSONS PTY. LTD.

CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

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

ORIGINAL SCALE | SHEET SIZE A3

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN

SIGNATURE .....

DATE 29/3/2004

REF 28397/1C

VERSION 13

.....

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

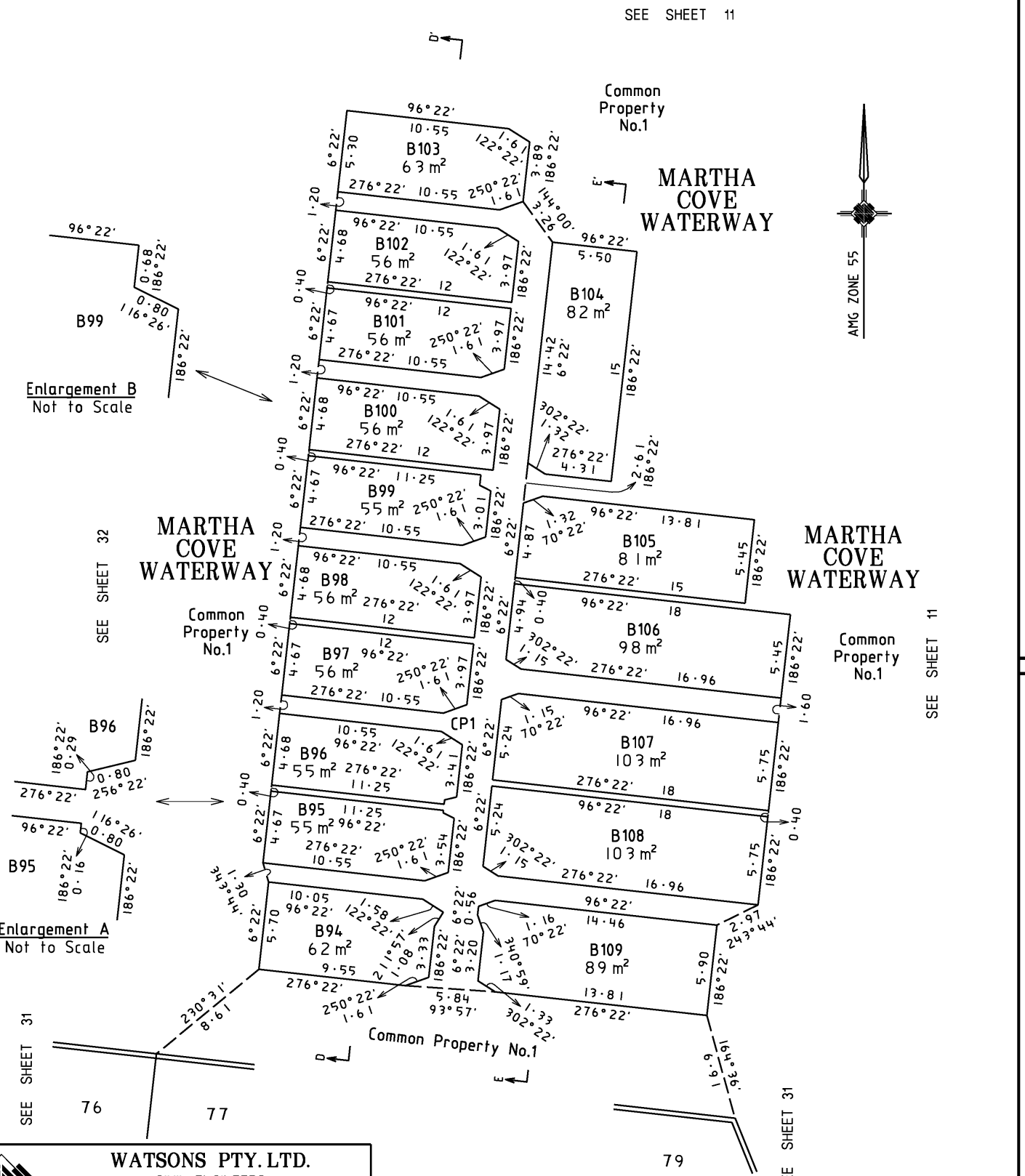
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

Note
Sections D & E are on Sheet 35

SHEET 34

ORIGINAL SCALE 1 : 250 | SHEET SIZE A3

SCALE
0 2.50 5 7.50 10 12.50
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 29/3/2004
REF 28397/1C
VERSION 13

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

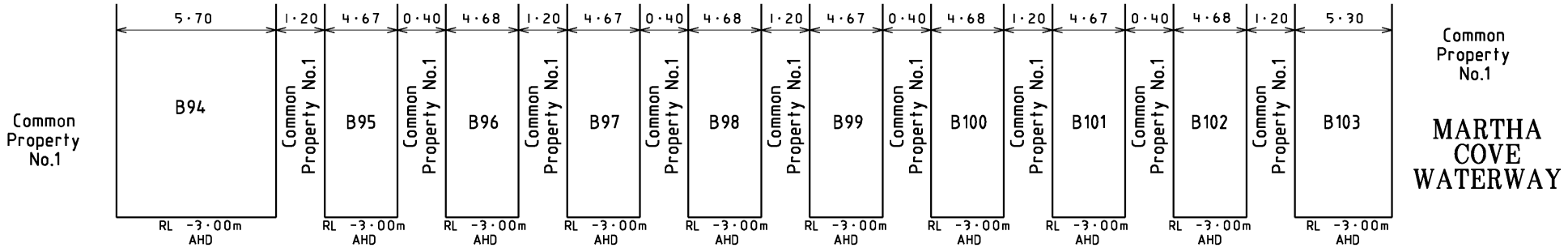
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

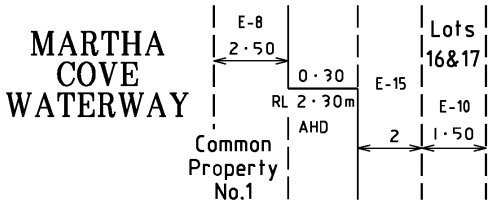
PS 435310J



Common Property No.1

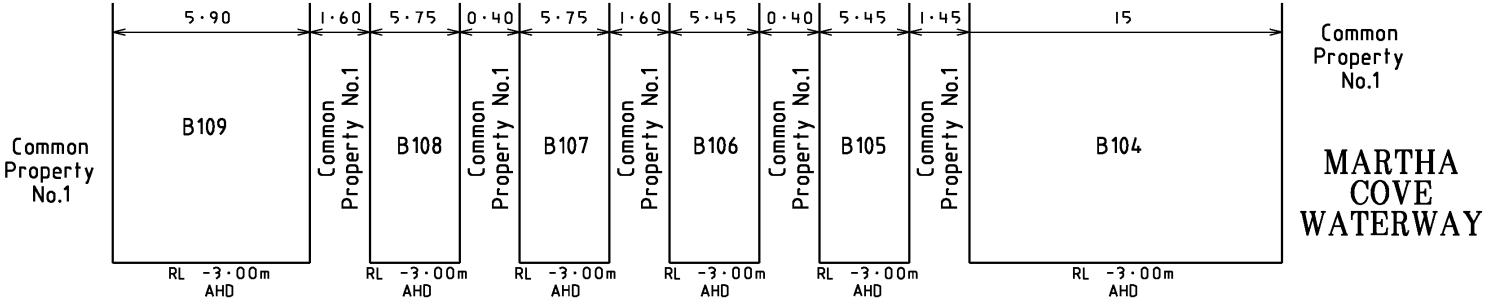
SECTION D - D'

Not to Scale



TYPICAL SECTION Q - Q'

Not to Scale



Common Property No.1

SECTION E - E'

Not to Scale

SHEET 35

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE | SHEET SIZE A3

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN

SIGNATURE .....

DATE 29/3/2004

REF 28397/1C

VERSION 13

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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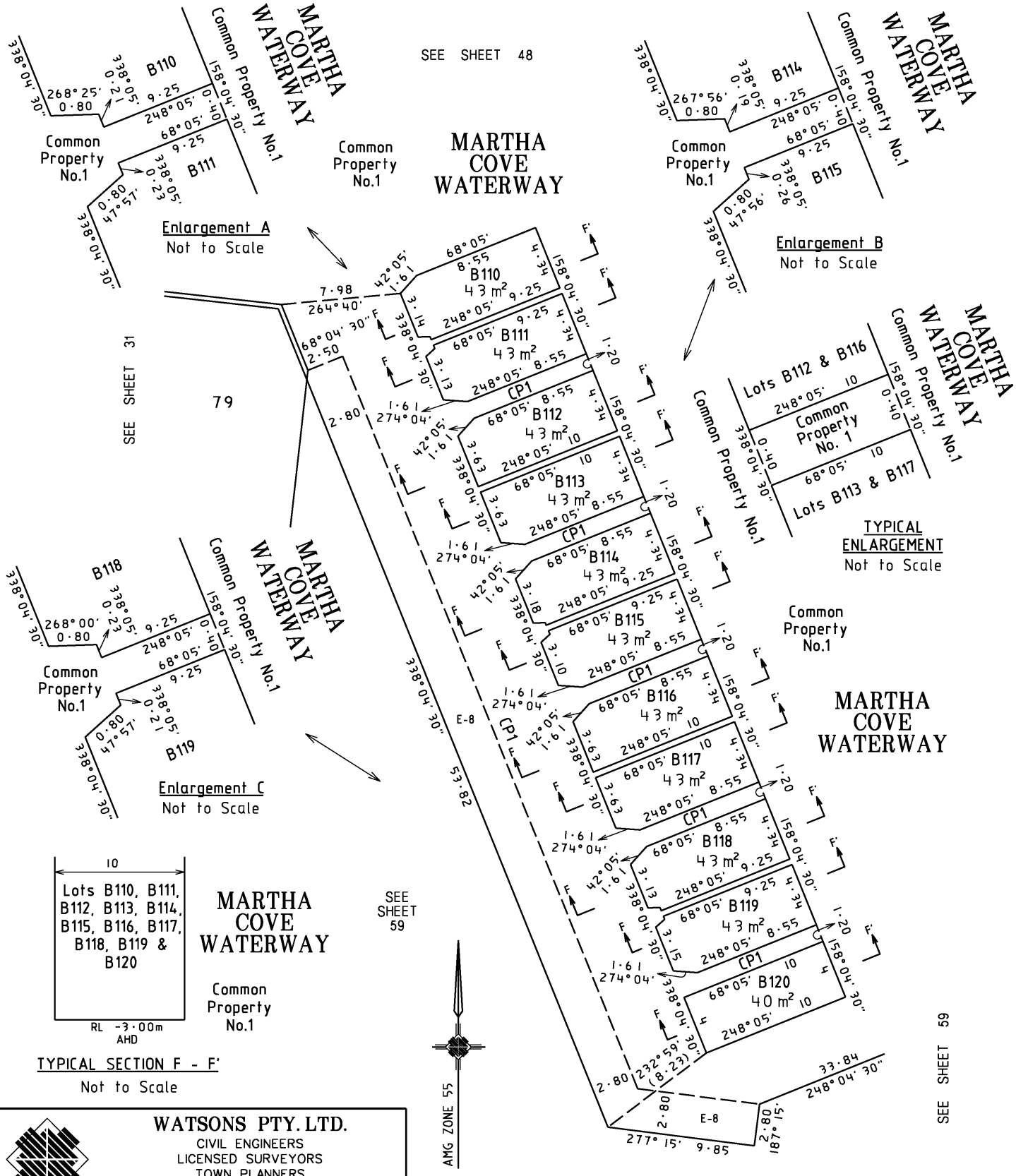
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE 1 : 250

ORIGINAL SHEET SIZE A3

SCALE

0 2.50 5 7.50 10 12.50

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN

SIGNATURE .....

DATE 29/3/2004

REF 28397/1C

VERSION 13

SHEET 36

DATE / /20

COUNCIL DELEGATE SIGNATURE

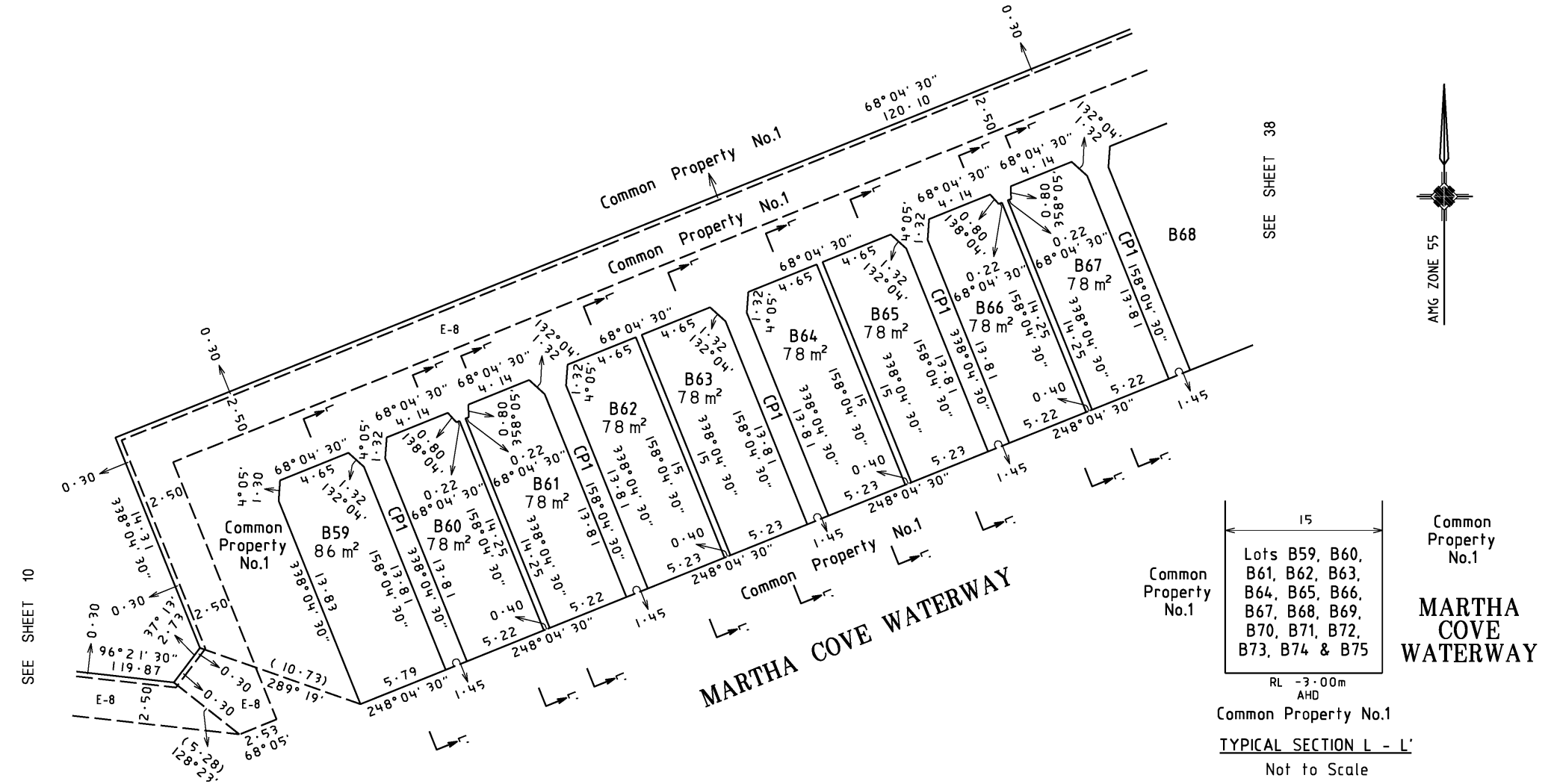
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



TYPICAL SECTION L - L'

Not to Scale

SHEET 37

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1 : 250	A3

SCALE

0 2.50 5 7.50 10 12.50

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)	KAI HANSEN
SIGNATURE	DATE 29/3/2004
REF 28397/1C	VERSION 13

DATE / /20

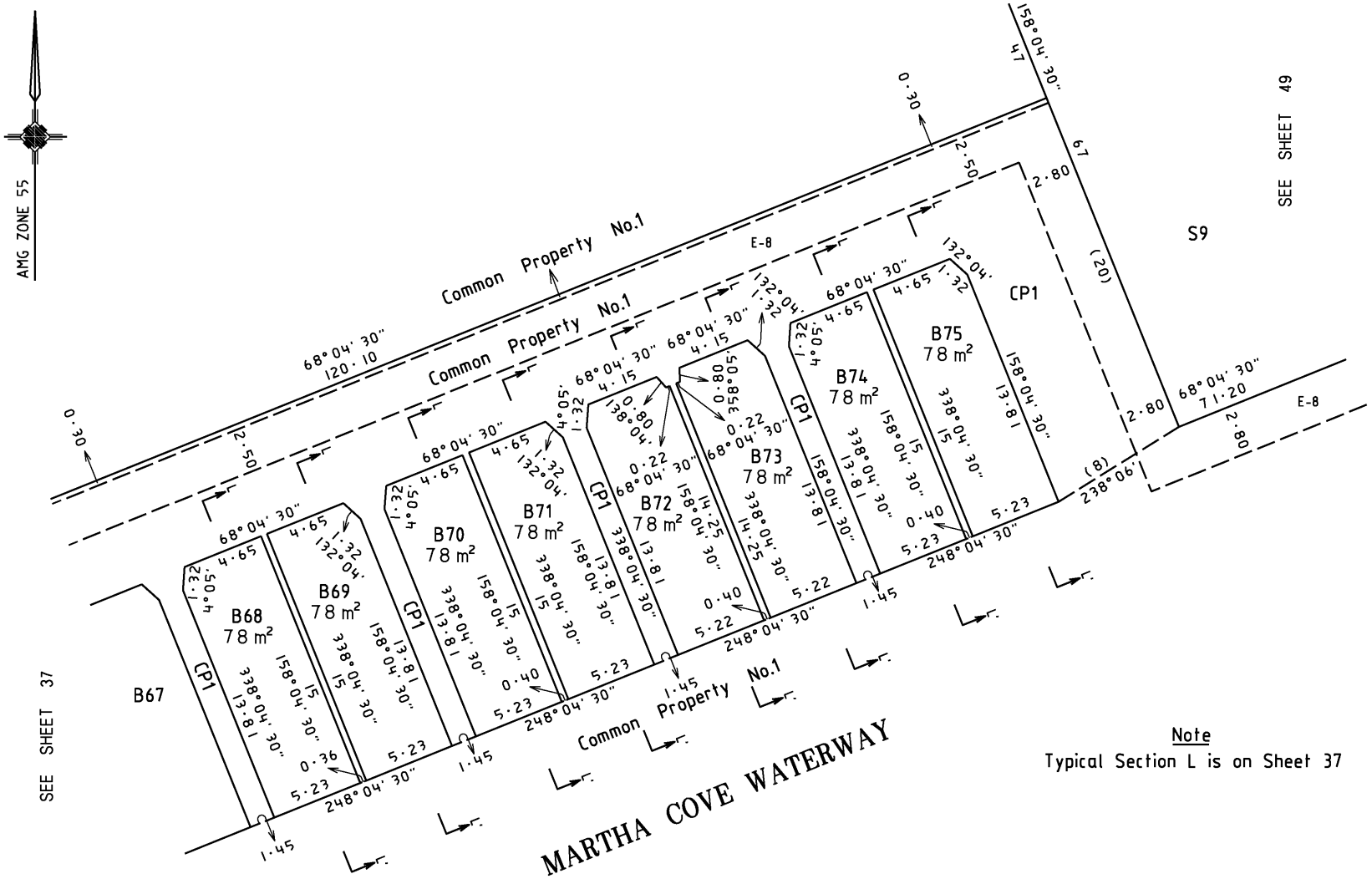
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



Note
Typical Section L is on Sheet 37

SHEET 38

WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST. MORNINGTON PH.(03) 5975 4644 LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144	ORIGINAL SCALE 1:250 SHEET SIZE A3	SCALE 0 2.50 5 7.50 10 12.50 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) KAI HANSEN SIGNATURE ..... DATE 29/3/2004 REF 28397/1C VERSION 13	..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

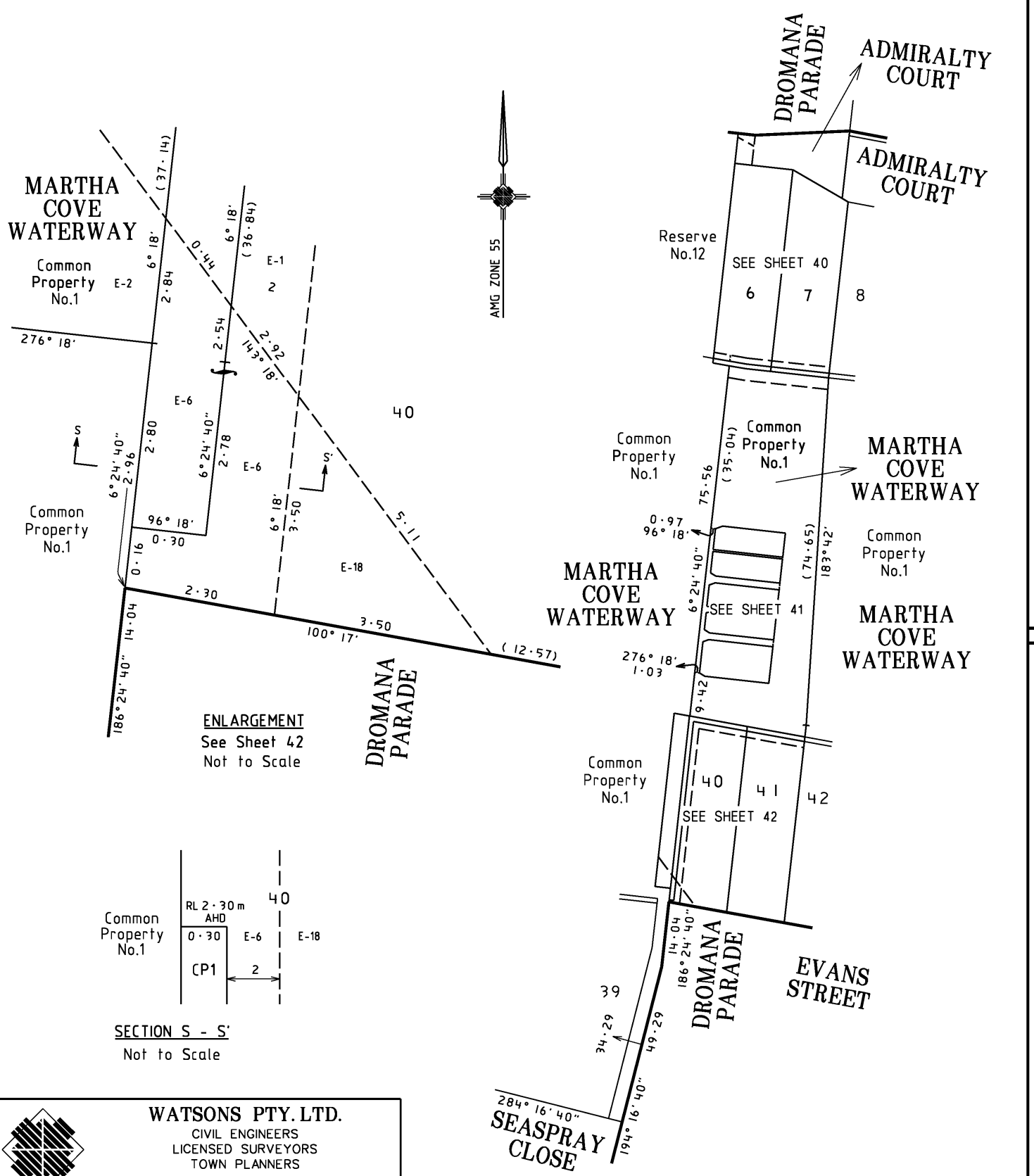
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE 1:800
SHEET SIZE A3

SCALE
0 8 16 24 32 40
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 1/4/2004
REF 28397/1B
VERSION 7

SHEET 39

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

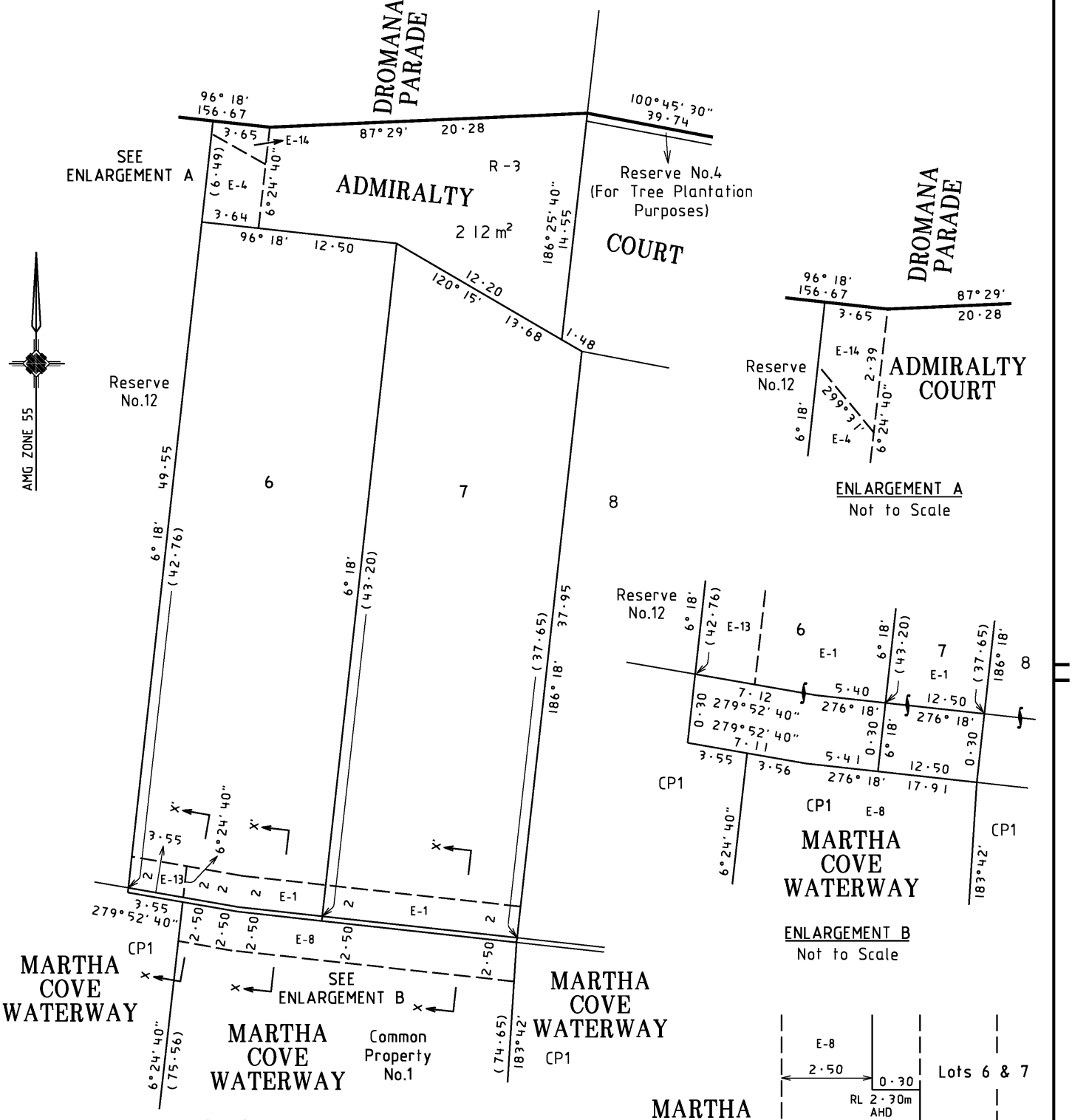
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PLAN OF SUBDIVISION

Stage No.

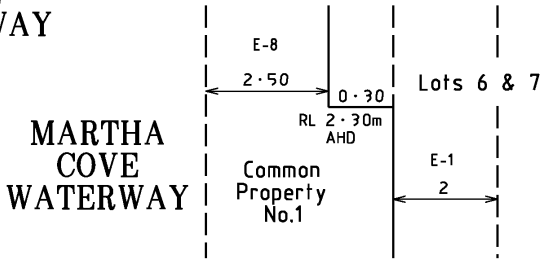
Plan Number

PS 435310J



ENLARGEMENT A
Not to Scale

ENLARGEMENT B
Not to Scale



TYPICAL SECTION X - X'
Not to Scale

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

SHEET 40

ORIGINAL SCALE 1:250 | ORIGINAL SHEET SIZE A3

SCALE 0 2.5 5 7.5 10 12.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 1/4/2004
REF 28397/1B
VERSION 7

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

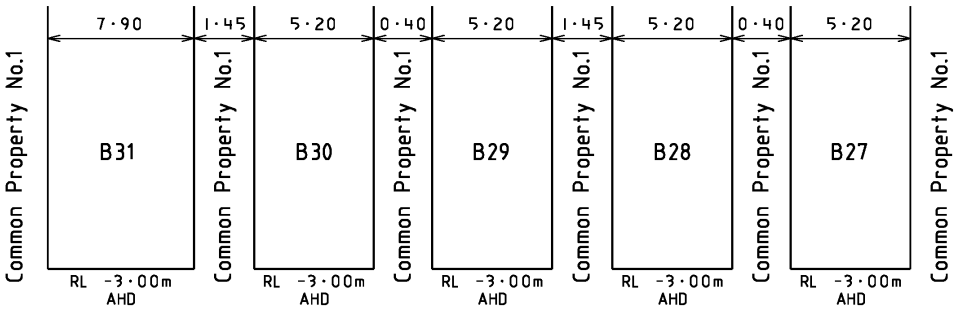
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



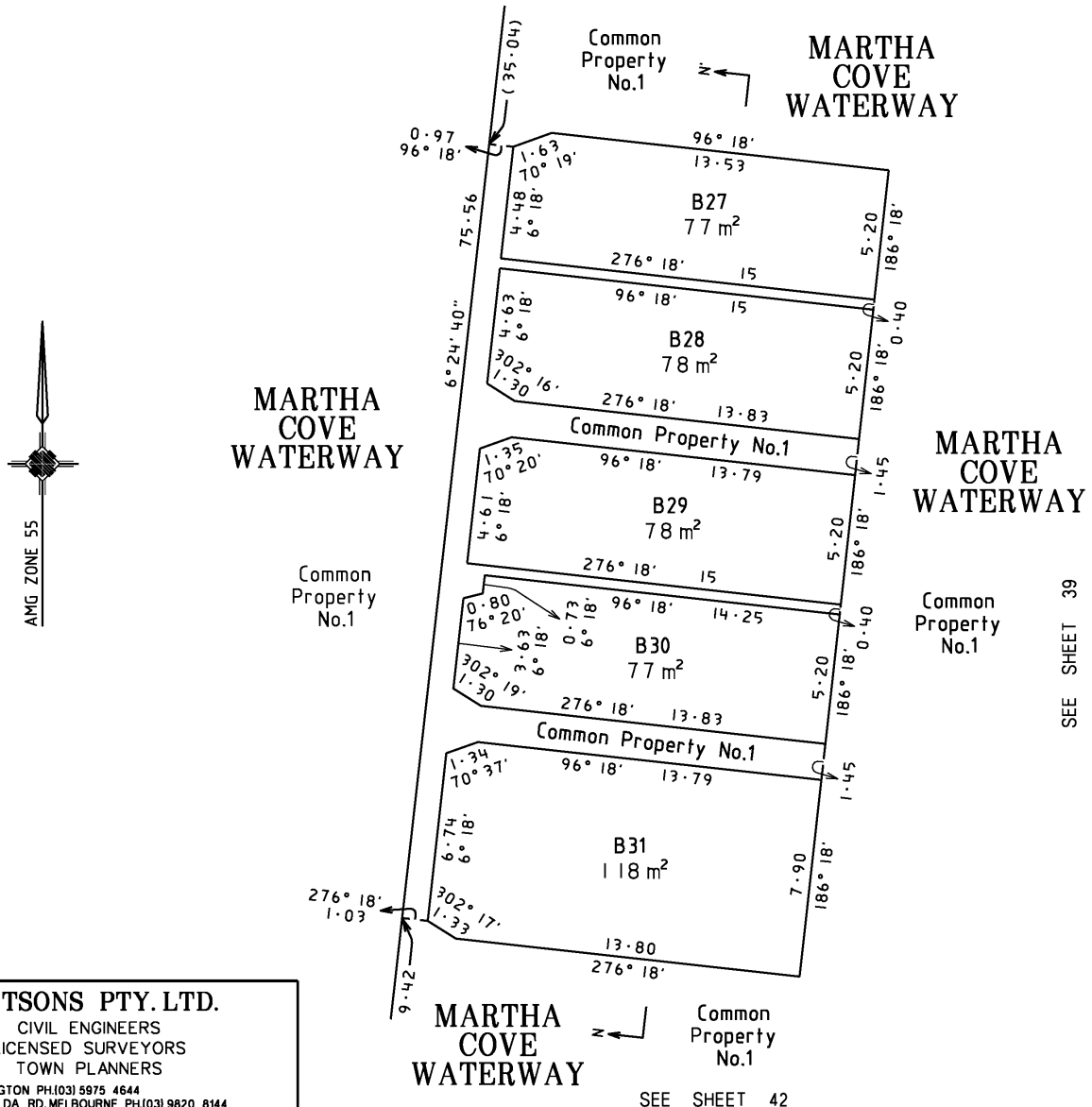
MARTHA COVE WATERWAY

Common Property No.1

SECTION N - N'

Not to Scale

SEE SHEET 40



SEE SHEET 39

SEE SHEET 42

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:200	A3

SCALE

0 2 4 6 8 10

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN

SIGNATURE .....

DATE 1/4/2004

REF 28397/1B

VERSION 7

SHEET 41

.....

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

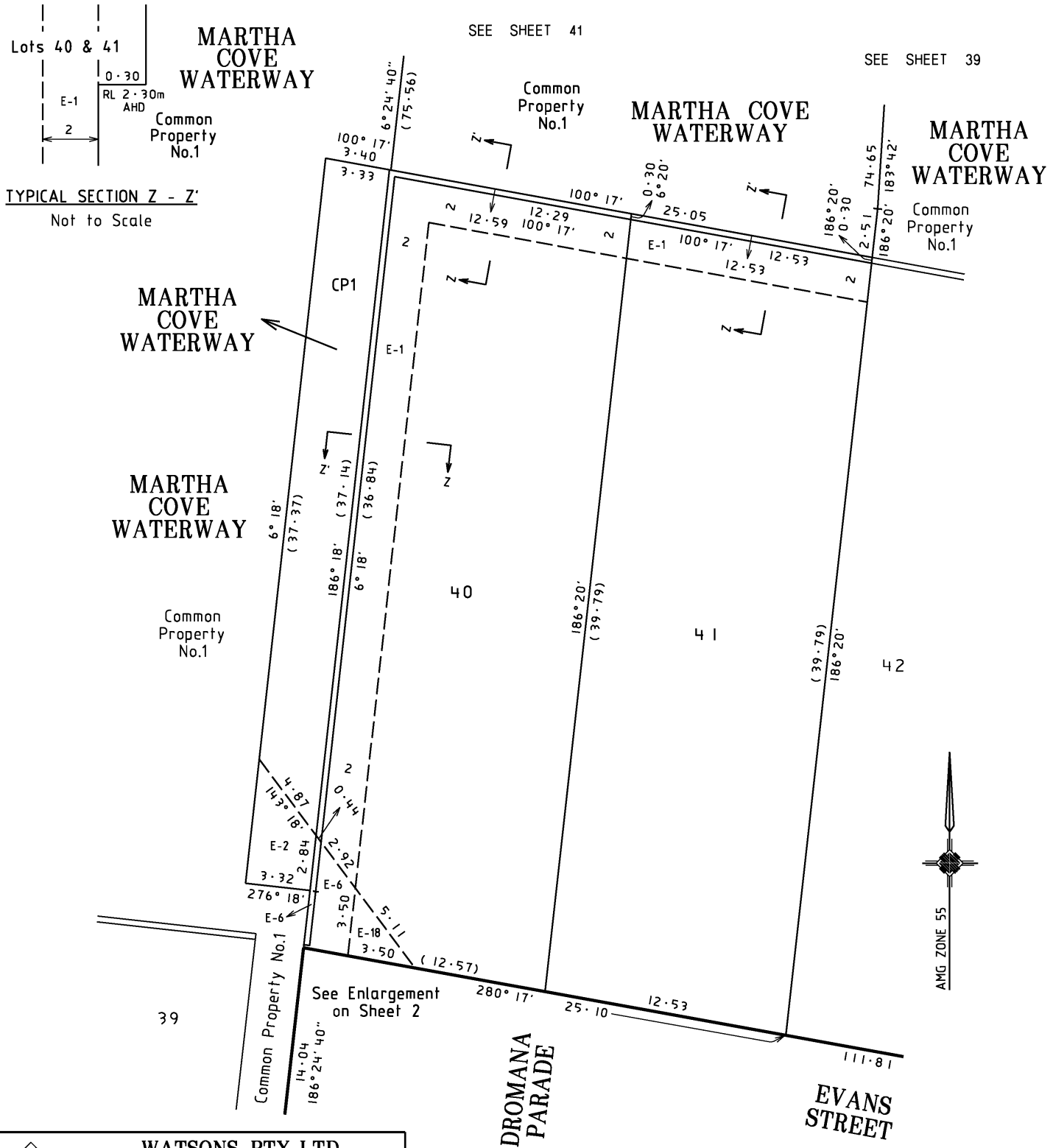
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE	SCALE
1:200	A3	0 2 4 6 8 10 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KAI HANSEN
SIGNATURE .....
DATE 1/4/2004
REF 28397/1B
VERSION 7

SHEET 42

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

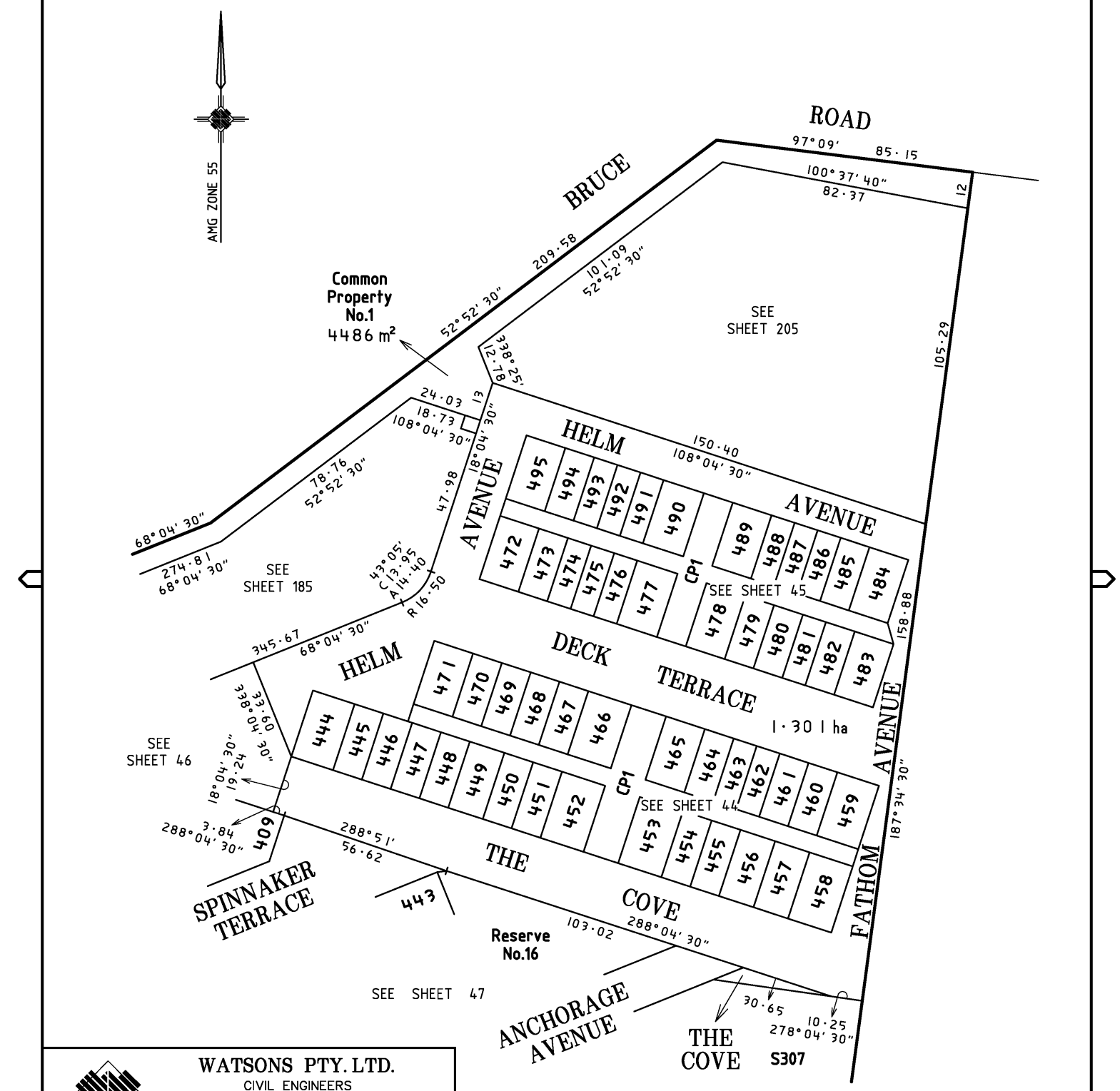
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH.(03) 9820 8144

ORIGINAL SHEET SIZE A3

SCALE 1:1250

SCALE
0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 27/7/2005
REF 28397/2D
VERSION 7

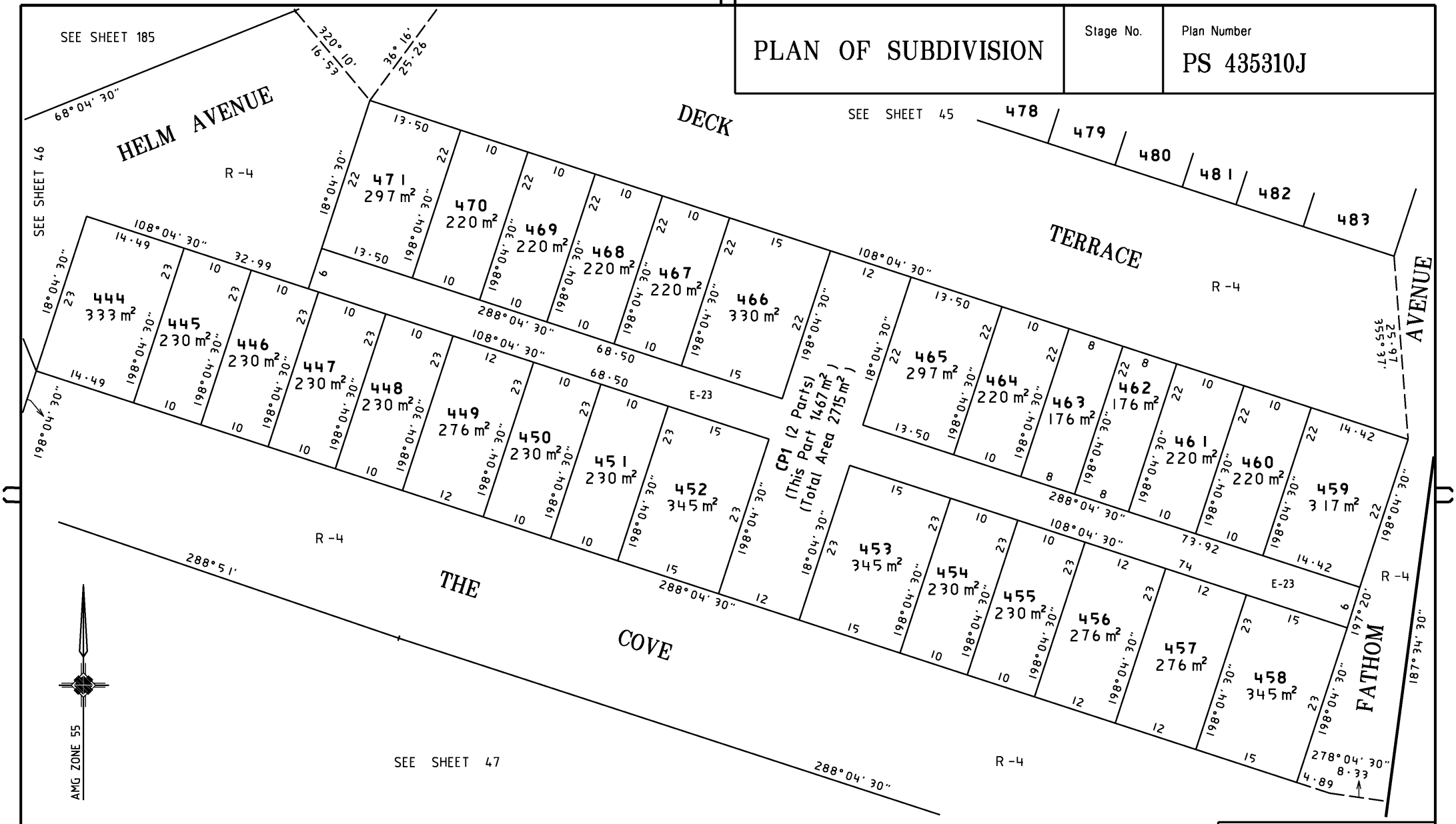
SHEET 43

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 44

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 27/7/2005
REF 28397/2D
VERSION 7

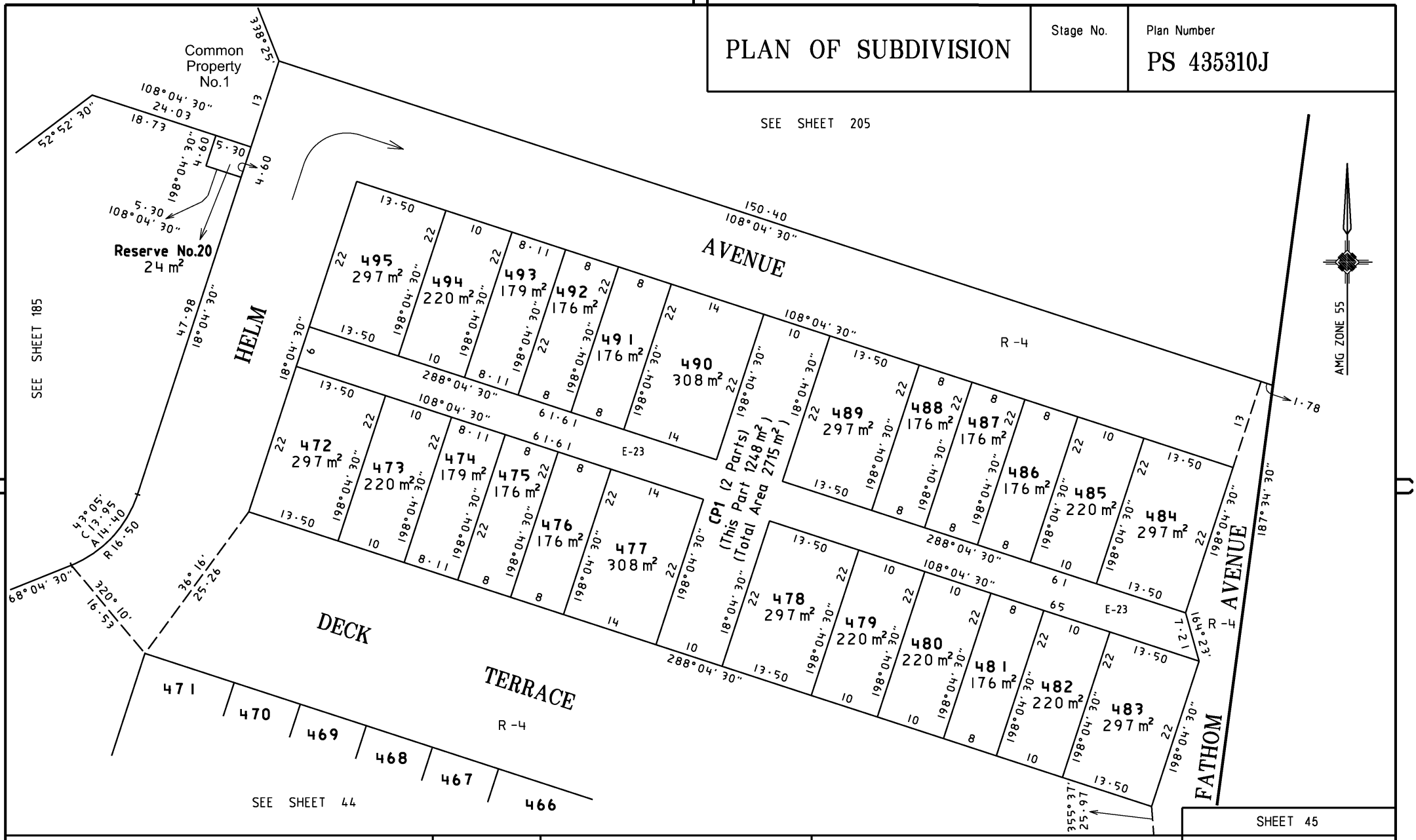
.....
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 45

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 27/7/2005
REF 28397/2D
VERSION 7

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

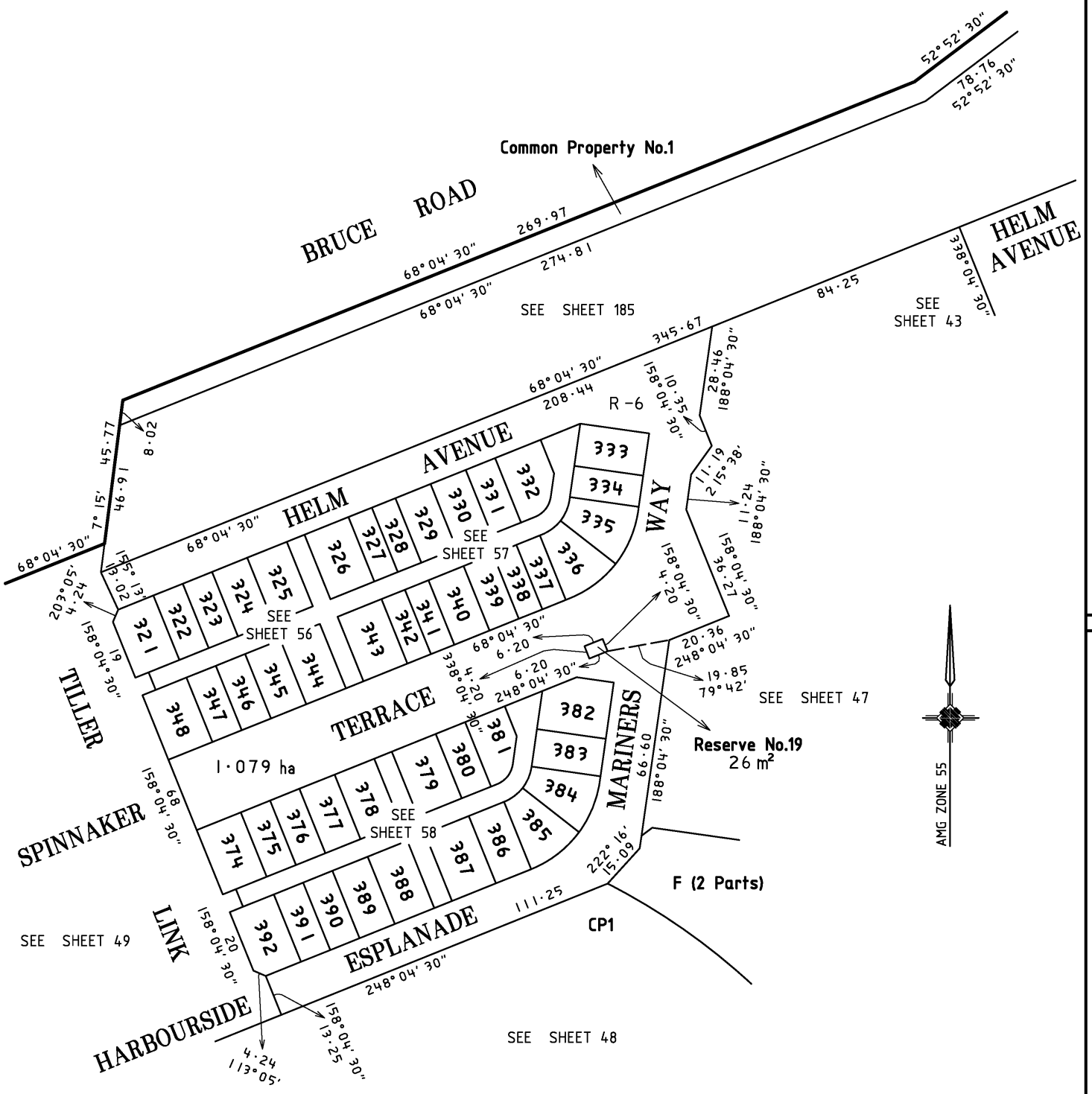
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SHEET SIZE A3

SCALE 1 : 1250

SCALE
0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE ..... DATE
REF 28397 VERSION

SHEET 46

..... DATE / /20
COUNCIL DELEGATE SIGNATURE

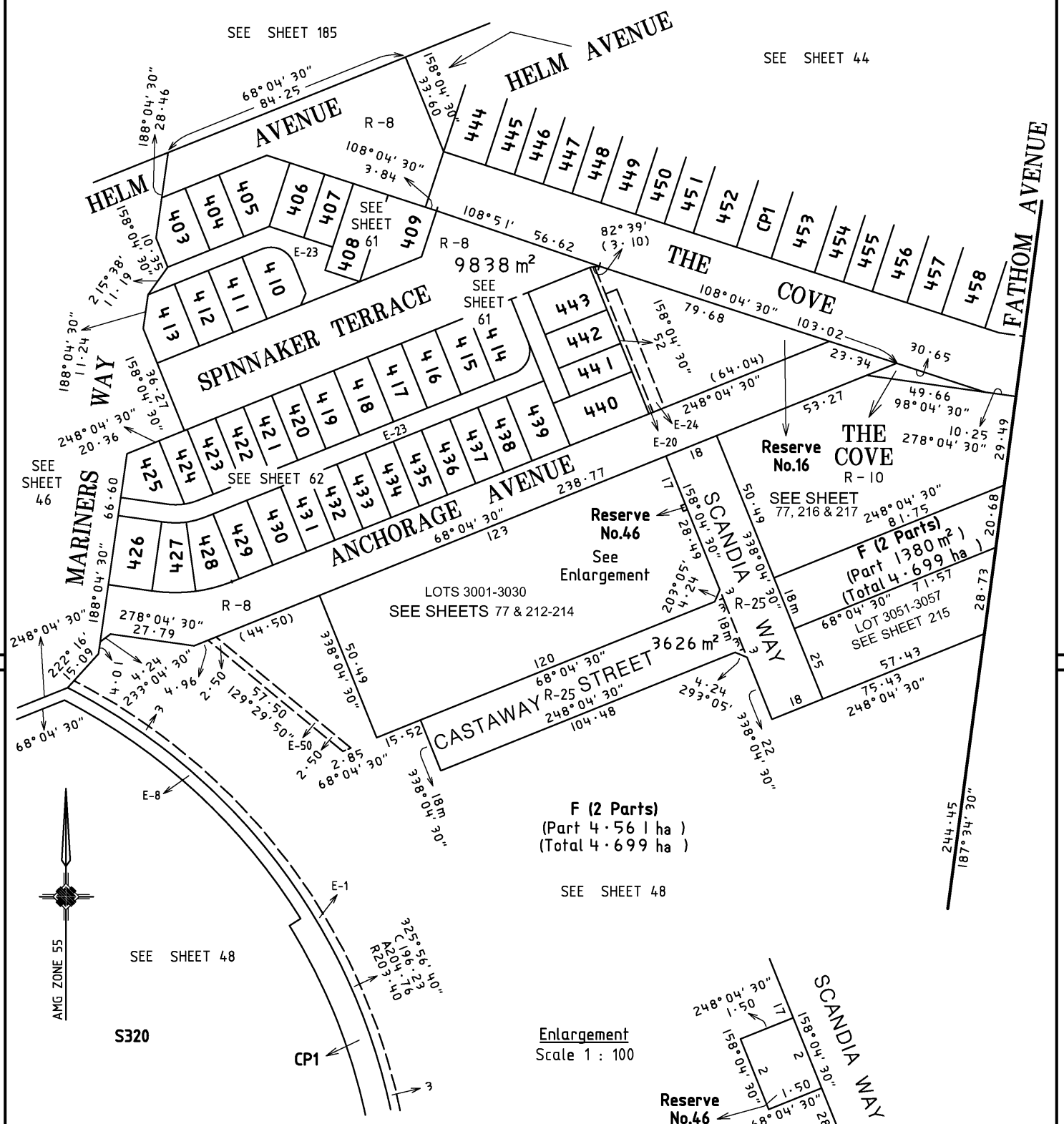
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	SHEET SIZE
1 : 1250	A3

SCALE
0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE ..... DATE
REF 28397 VERSION

SHEET 47

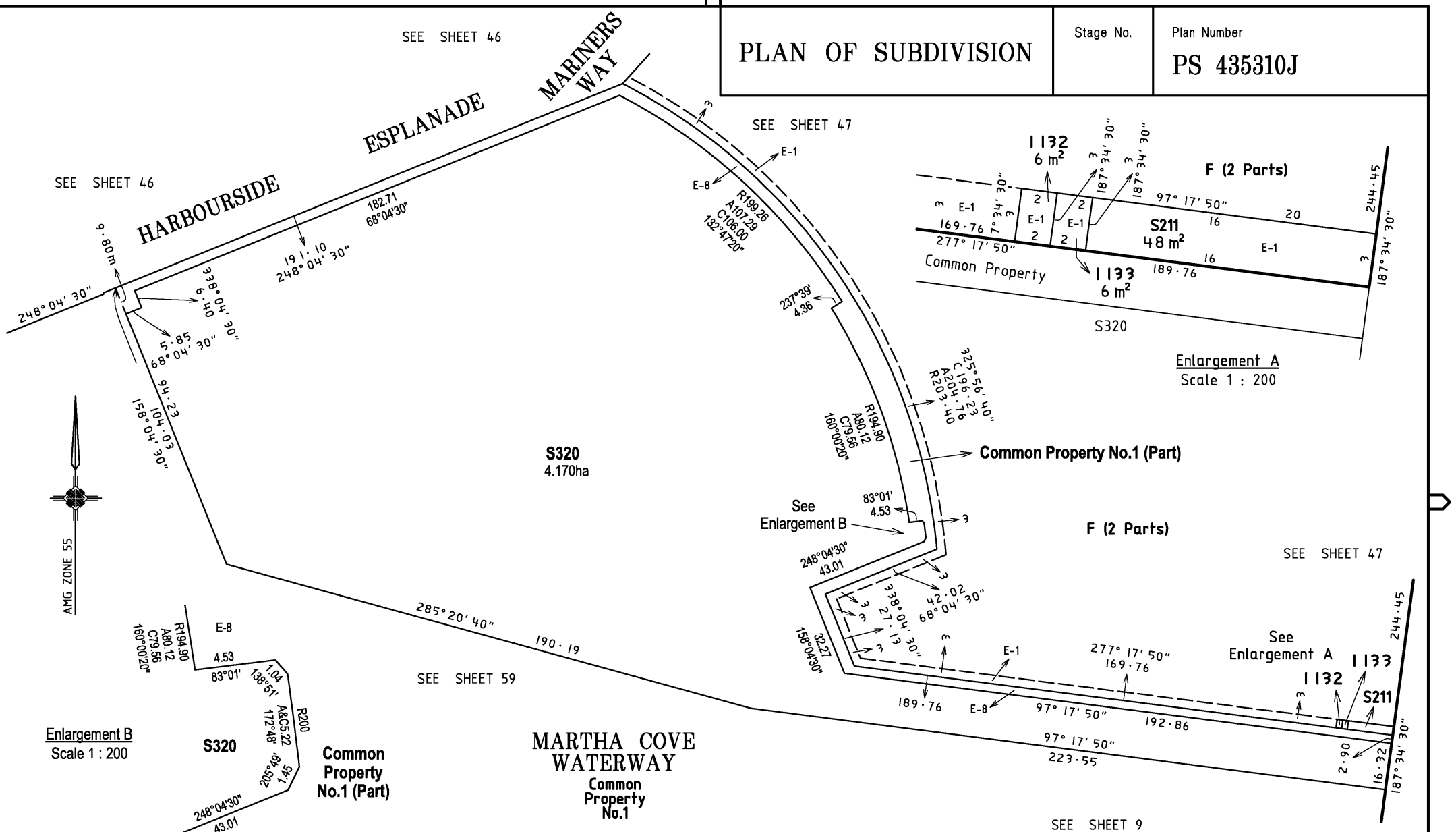
..... DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 48

WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144	ORIGINAL SCALE 1 : 1250 SHEET SIZE A3	SCALE 0 12.5 25 37.5 50 62.5 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE ..... DATE REF 28397 VERSION	..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

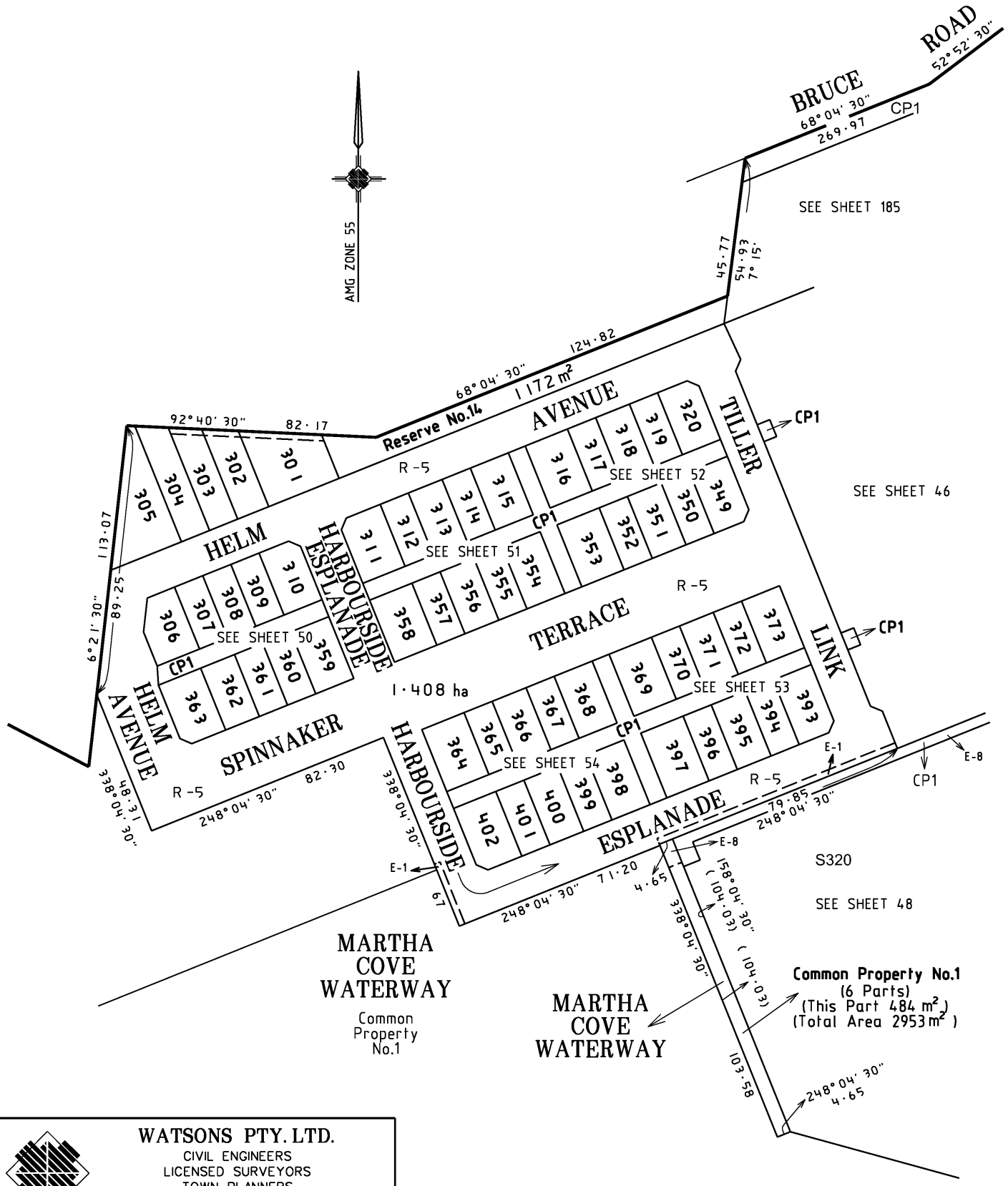
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH. (03) 9820 8144

ORIGINAL SHEET SIZE A3

SCALE 1 : 1250

SCALE
0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE
REF 28397
VERSION

SHEET 49

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

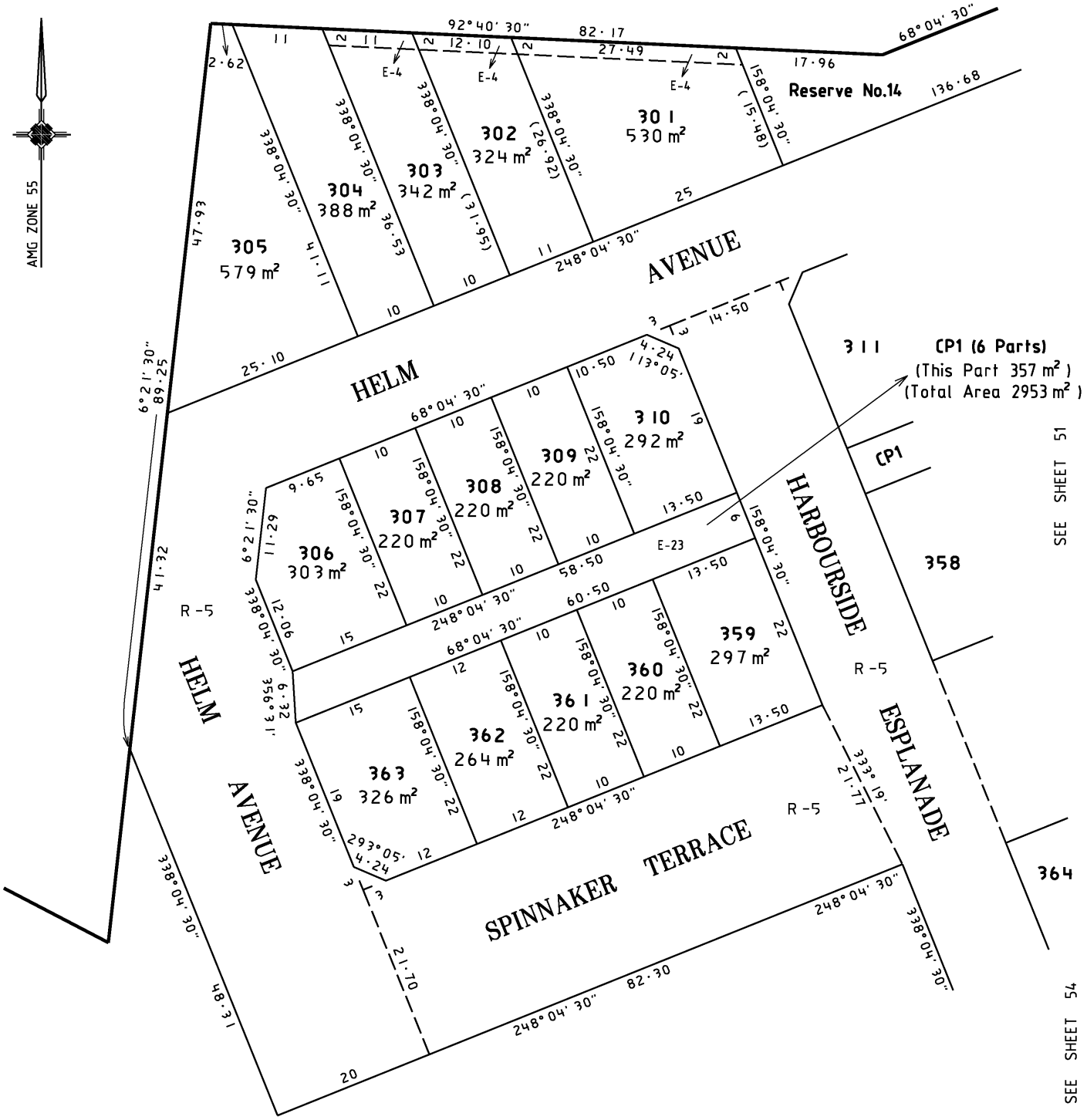
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

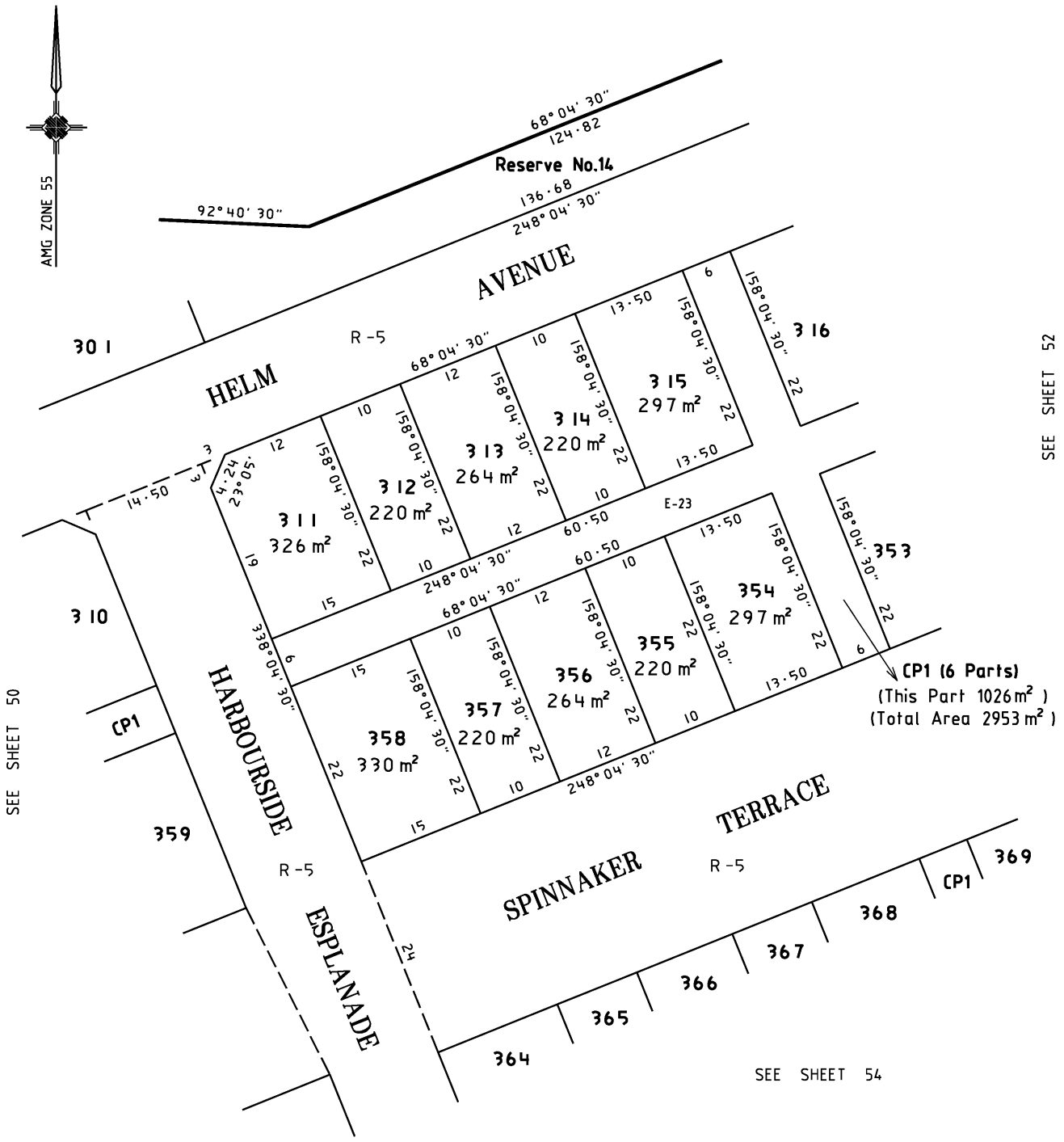
ORIGINAL SCALE	ORIGINAL SHEET SIZE	SCALE	LICENSED SURVEYOR (PRINT)	MICHAEL NEYLAN DEGG	SHEET 50
1:500	A3	0 5 10 15 20 25 LENGTHS ARE IN METRES	SIGNATURE	DATE 9/6/2005	..... DATE / /20 COUNCIL DELEGATE SIGNATURE
			REF 28397/2A	VERSION 9	ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE	SHEET SIZE
1 : 500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 9/6/2005
REF 28397/2A
VERSION 9

SHEET 51

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

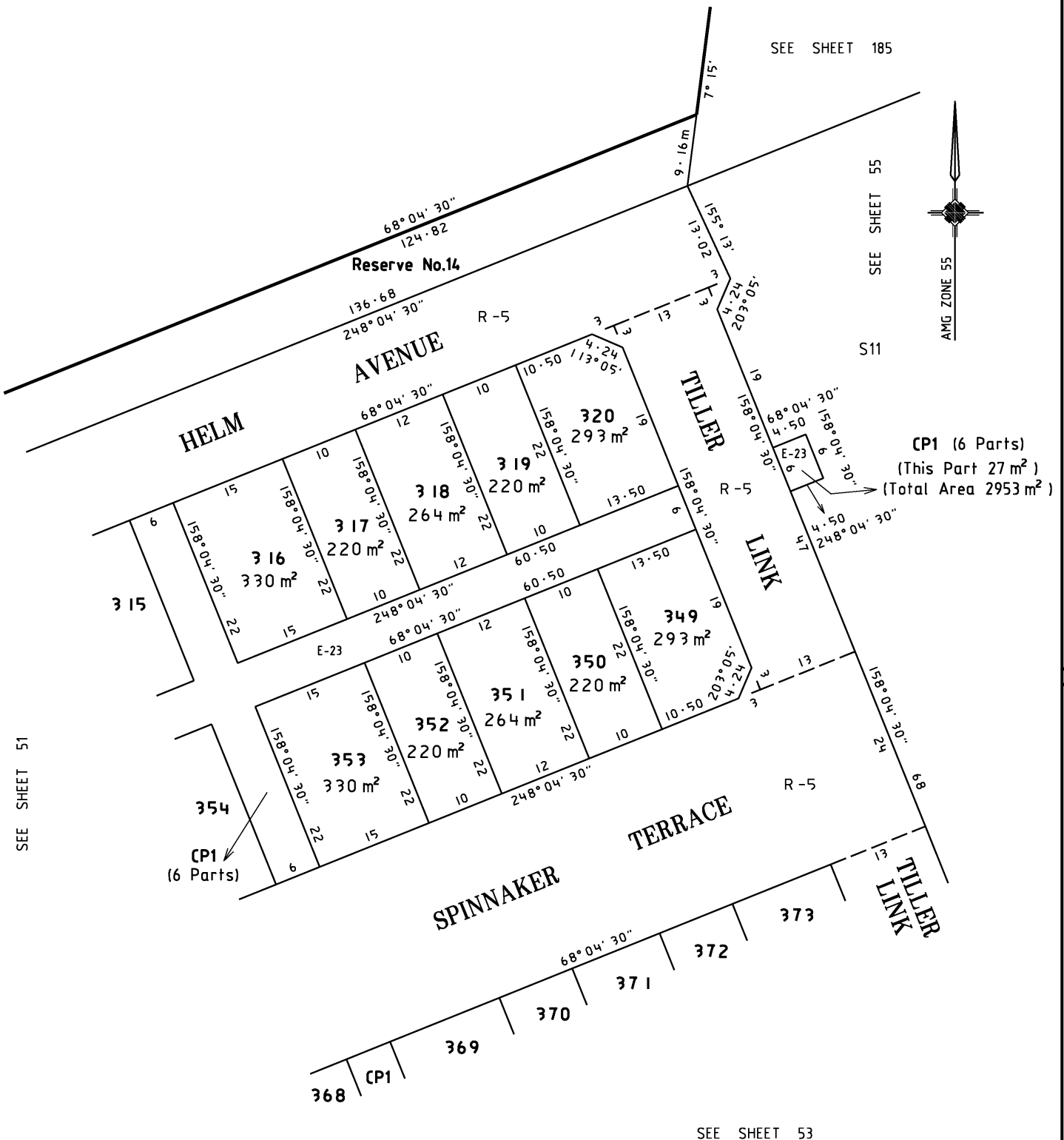
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 9/6/2005
REF 28397/2A
VERSION 9

SHEET 52

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

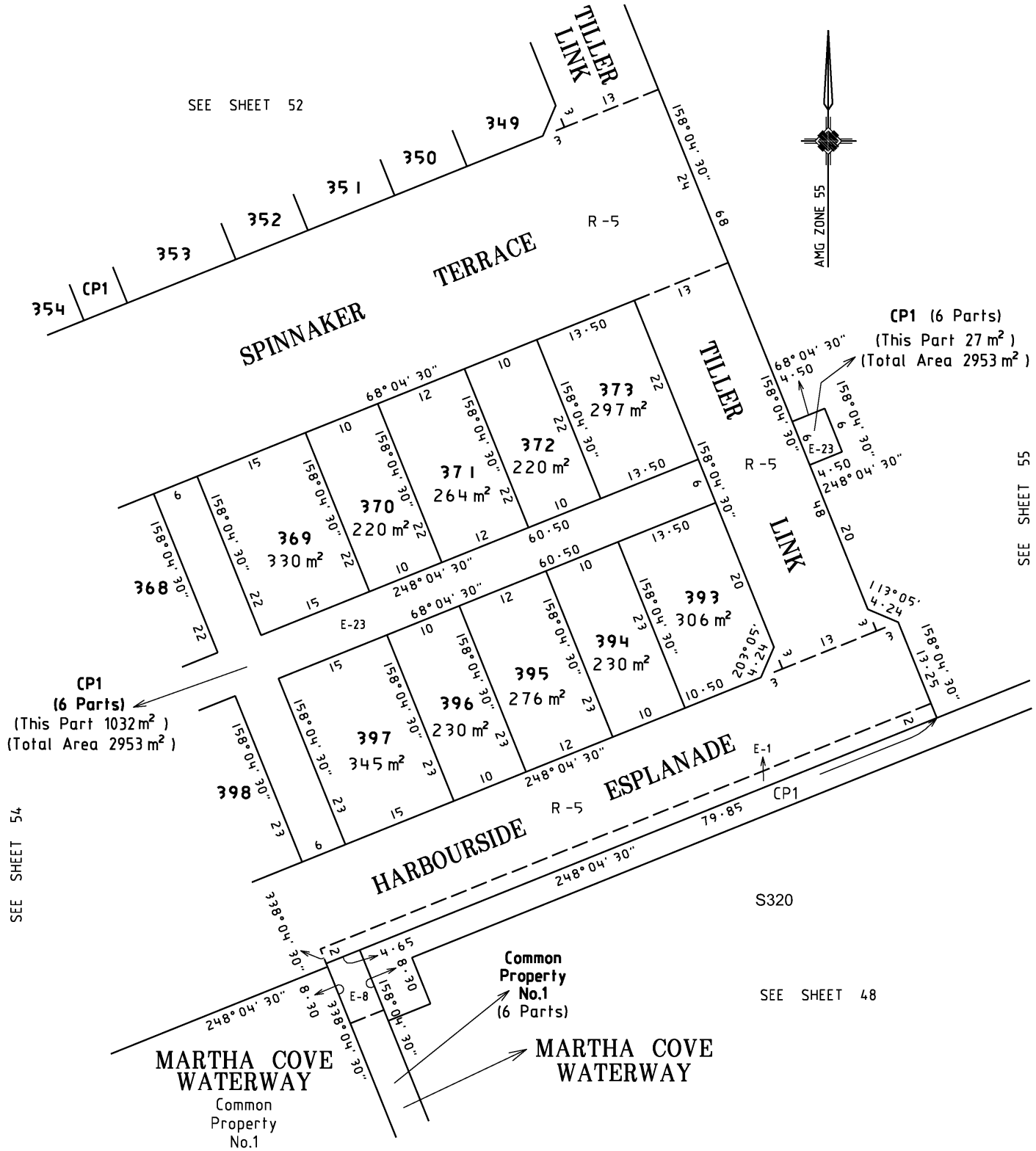
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SHEET SIZE A3

SCALE 1:500

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 9/6/2005
REF 28397/2A
VERSION 9

SHEET 53

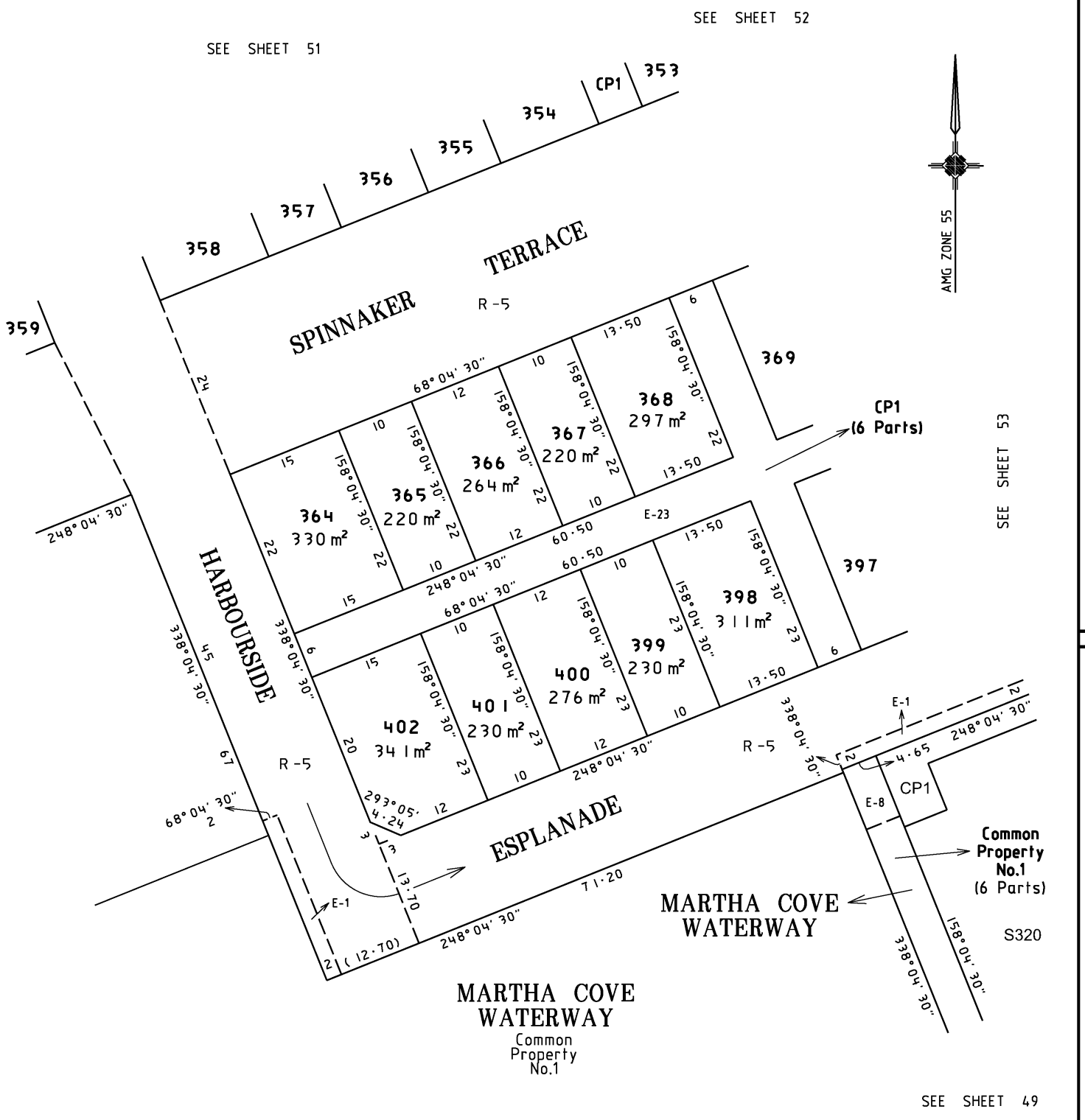
DATE / /20
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SHEET SIZE A3

SCALE 1:500

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 9/6/2005
REF 28397/2A
VERSION 9

SHEET 54

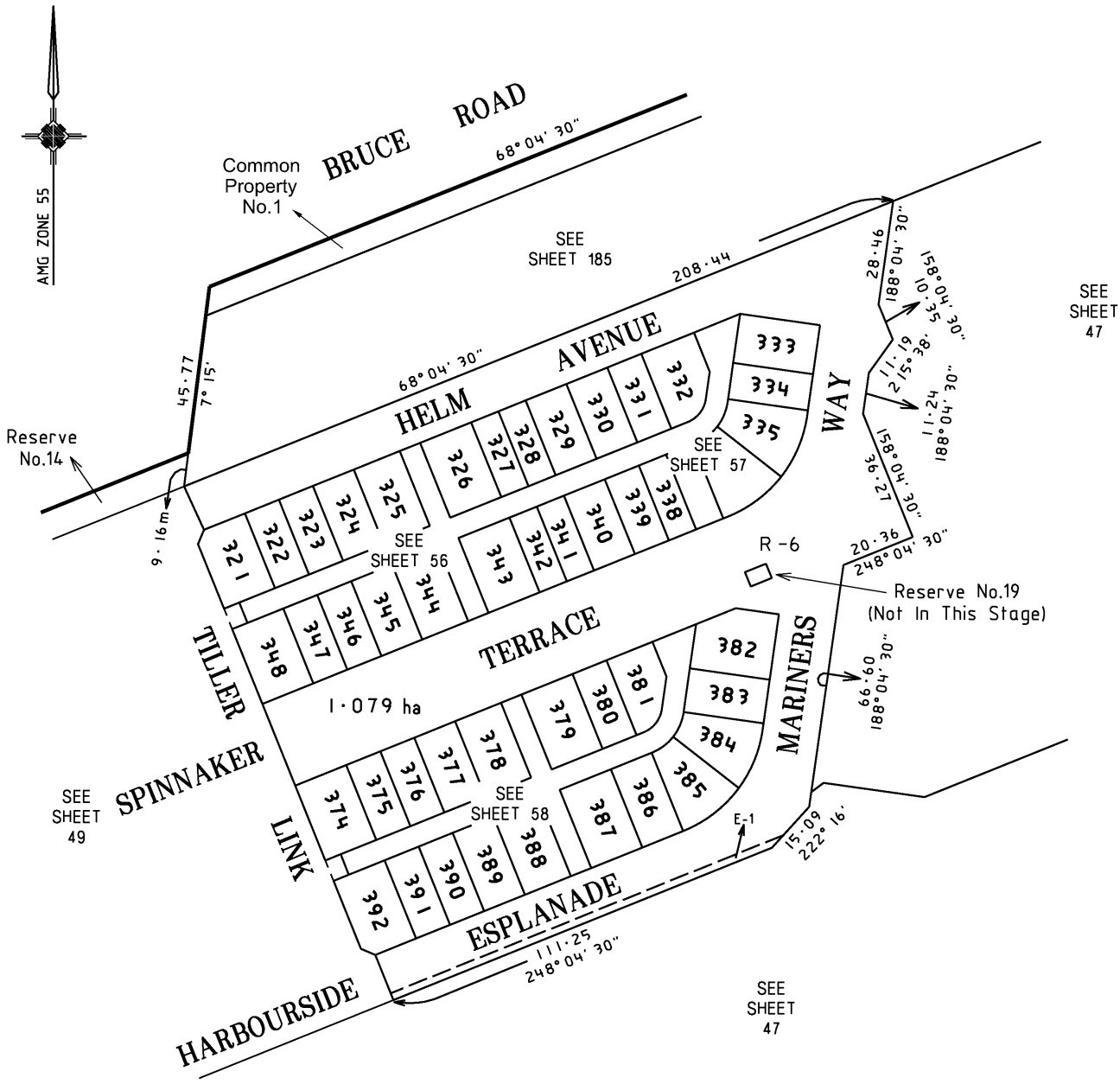
DATE / /20
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SHEET SIZE A3

SCALE 1 : 1250

SCALE
0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 20/6/2005
REF 28397/2B
VERSION 8

SHEET 55

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

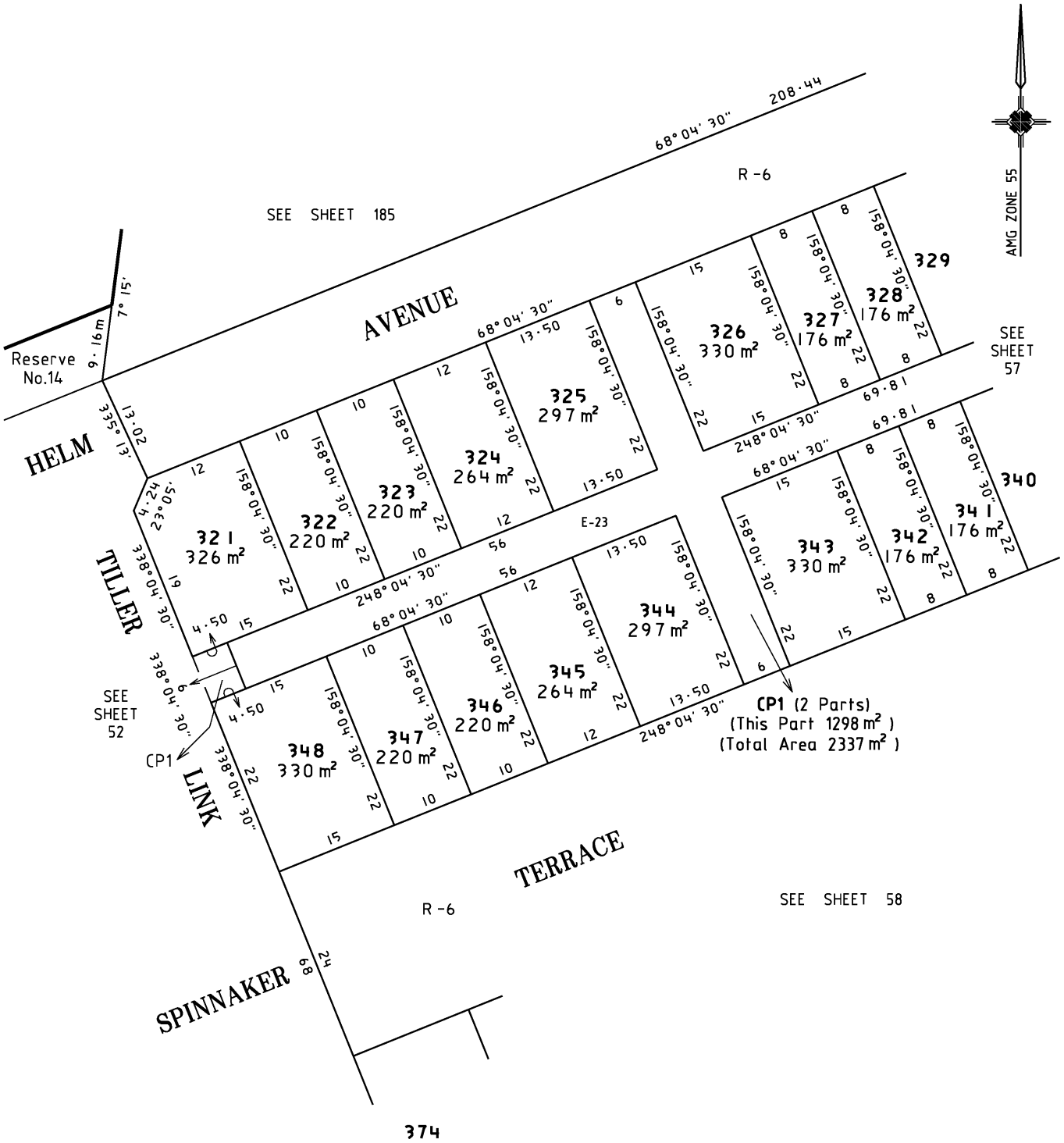
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SCALE 1:500 | SHEET SIZE A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 20/6/2005
REF 28397/2B
VERSION 8

SHEET 56

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

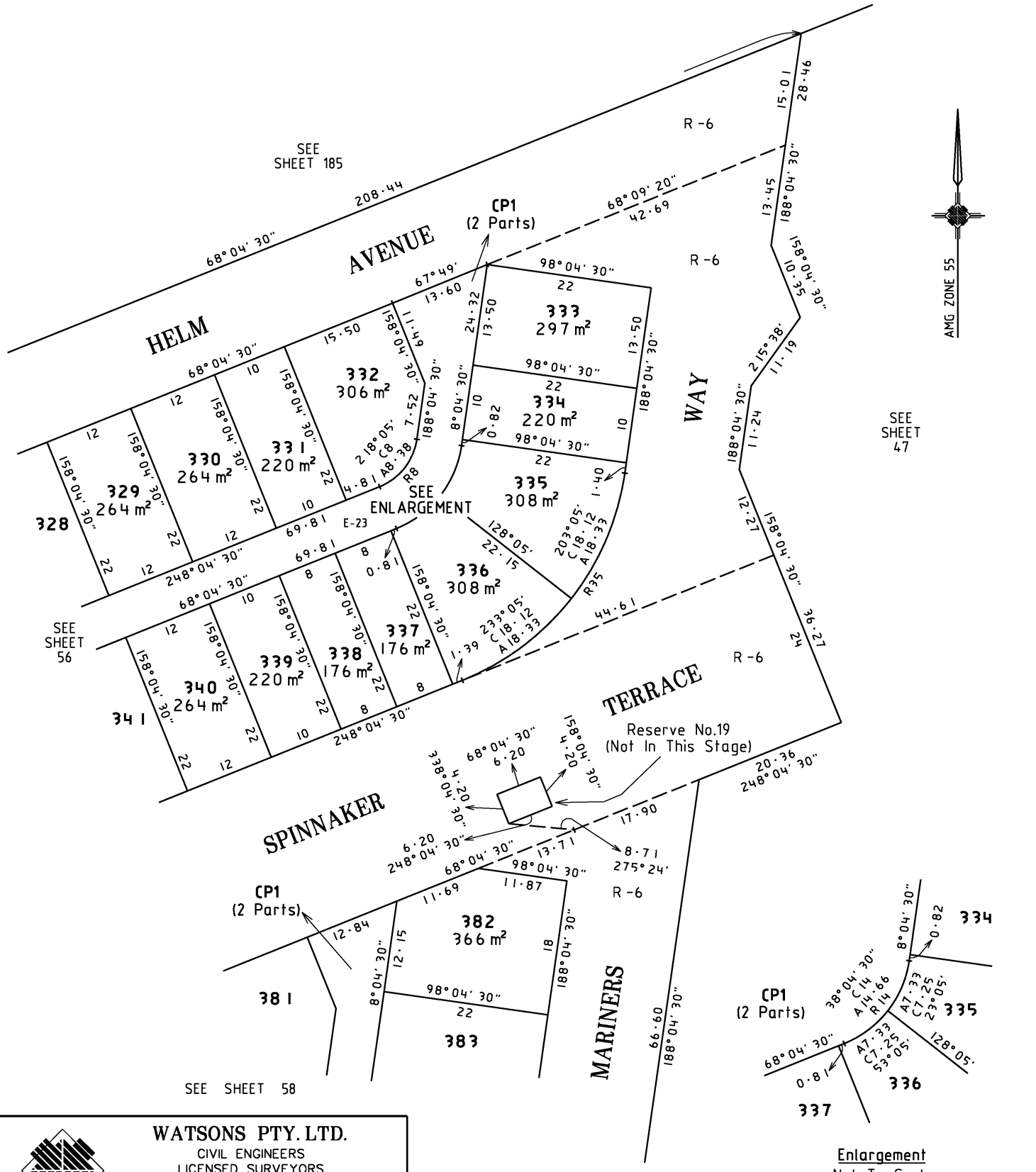
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 20/6/2005
REF 28397/2B
VERSION 8

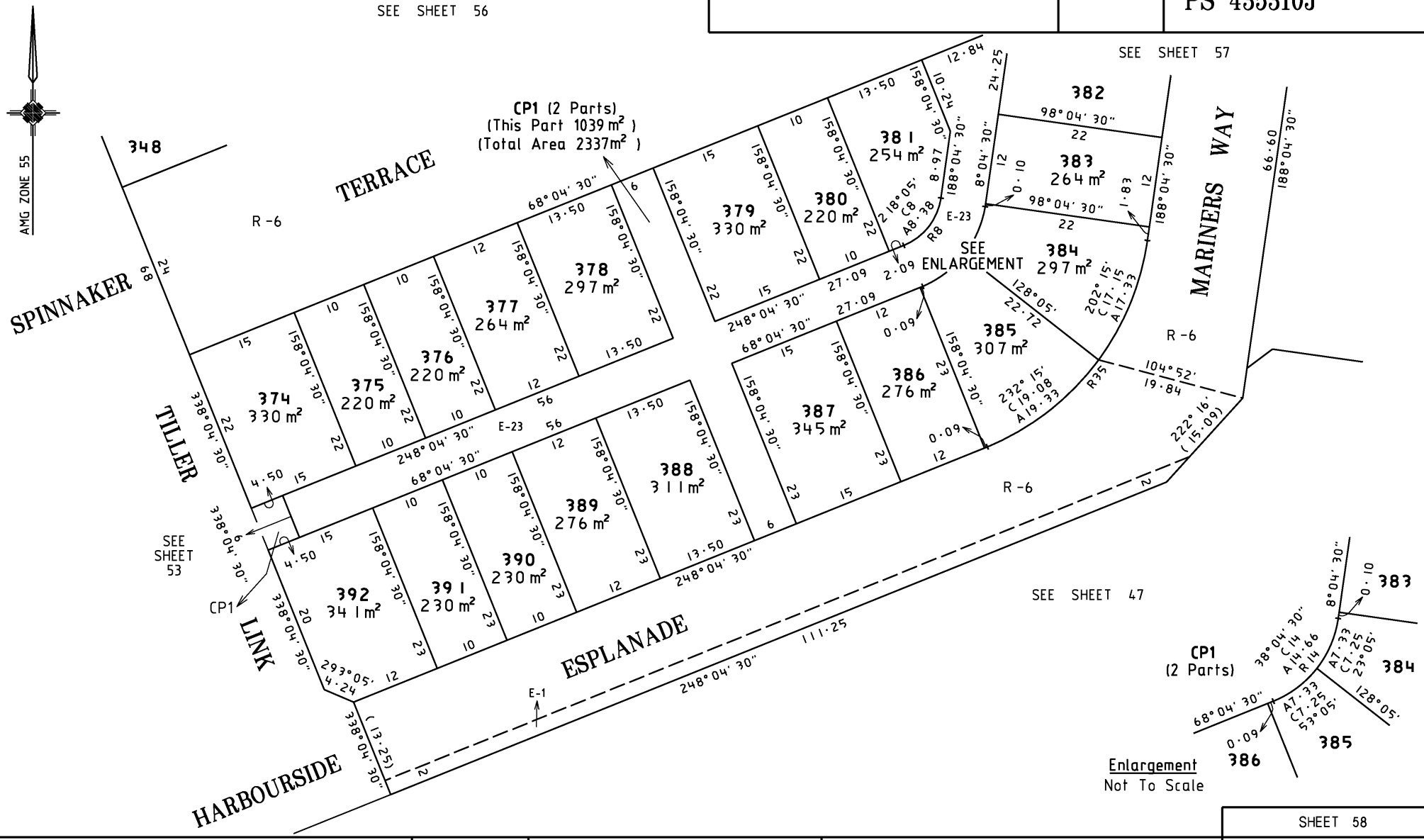
SHEET 57

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DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



SHEET 58

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 20/6/2005
REF 28397/2B
VERSION 8

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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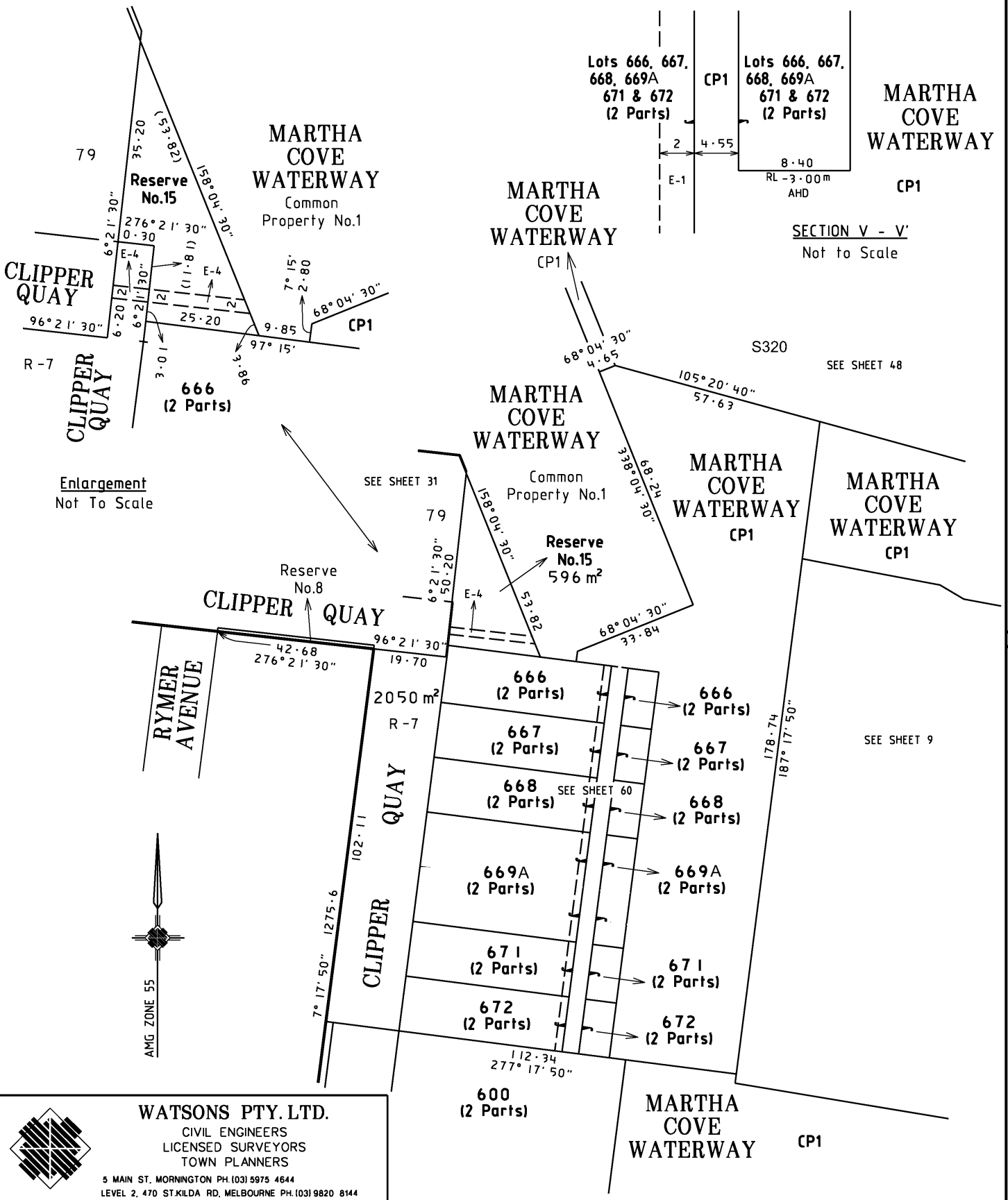
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

ORIGINAL SHEET SIZE A3

SCALE 1 : 1000

SCALE
0 10 20 30 40 50
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE ..... DATE

REF 28397 VERSION

SHEET 59

DATE / /20

COUNCIL DELEGATE SIGNATURE

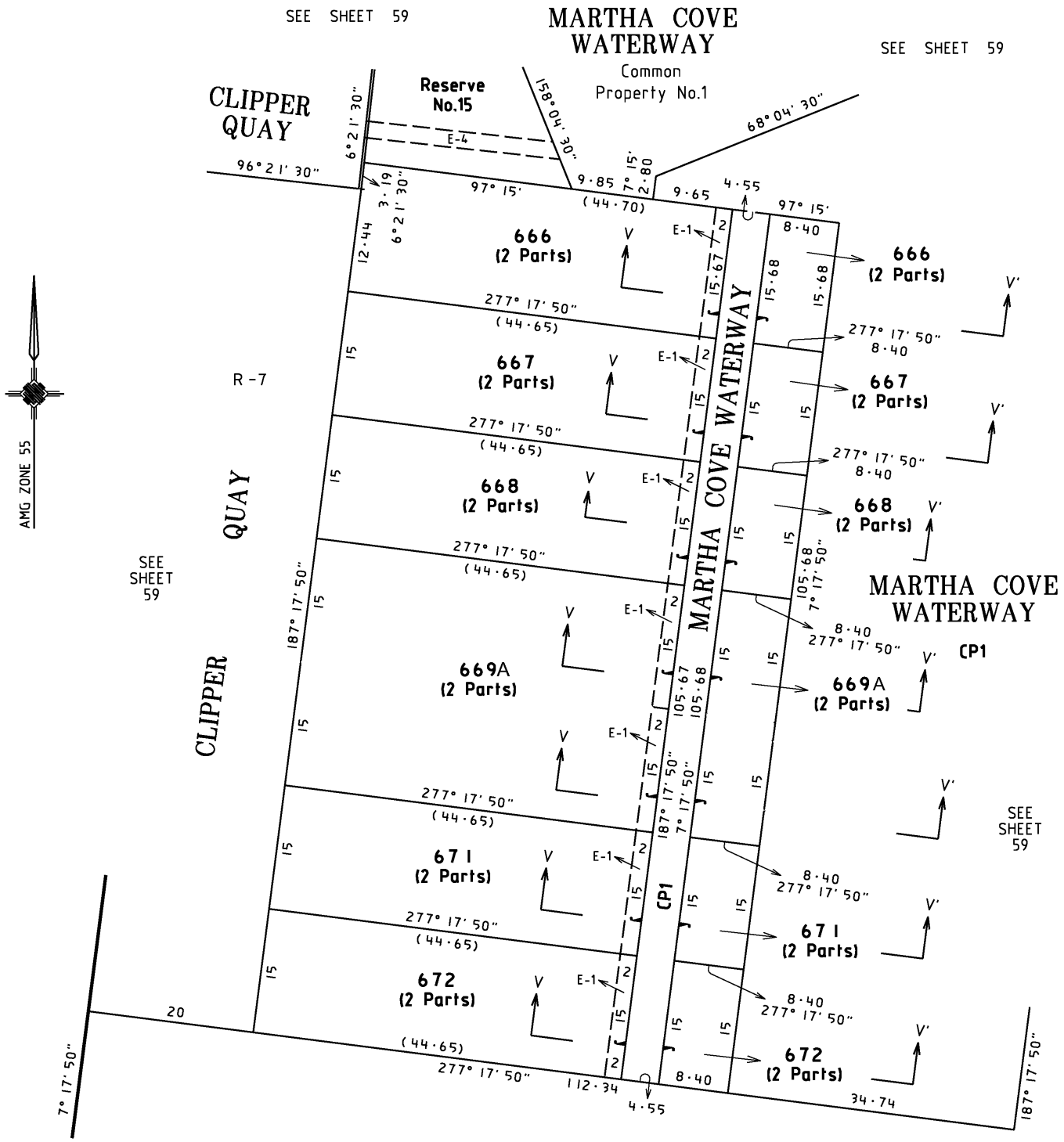
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note
Section V - V' is on Sheet 59

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD. MELBOURNE PH.(03) 9820 8144

SHEET 60

ORIGINAL SCALE 1:500 | ORIGINAL SHEET SIZE A3

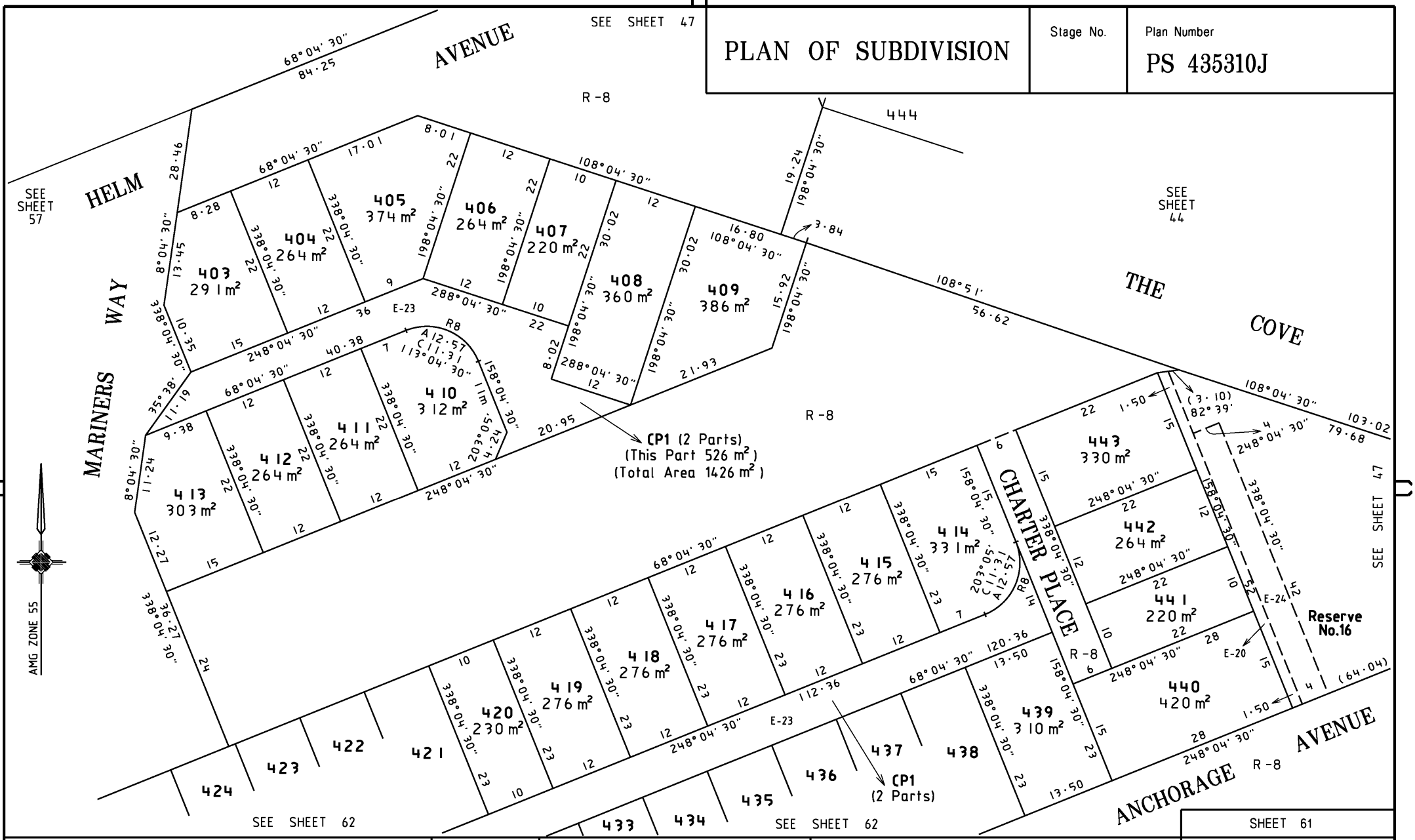
SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 13/02/2006
REF 28397/2BH
VERSION 1

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J

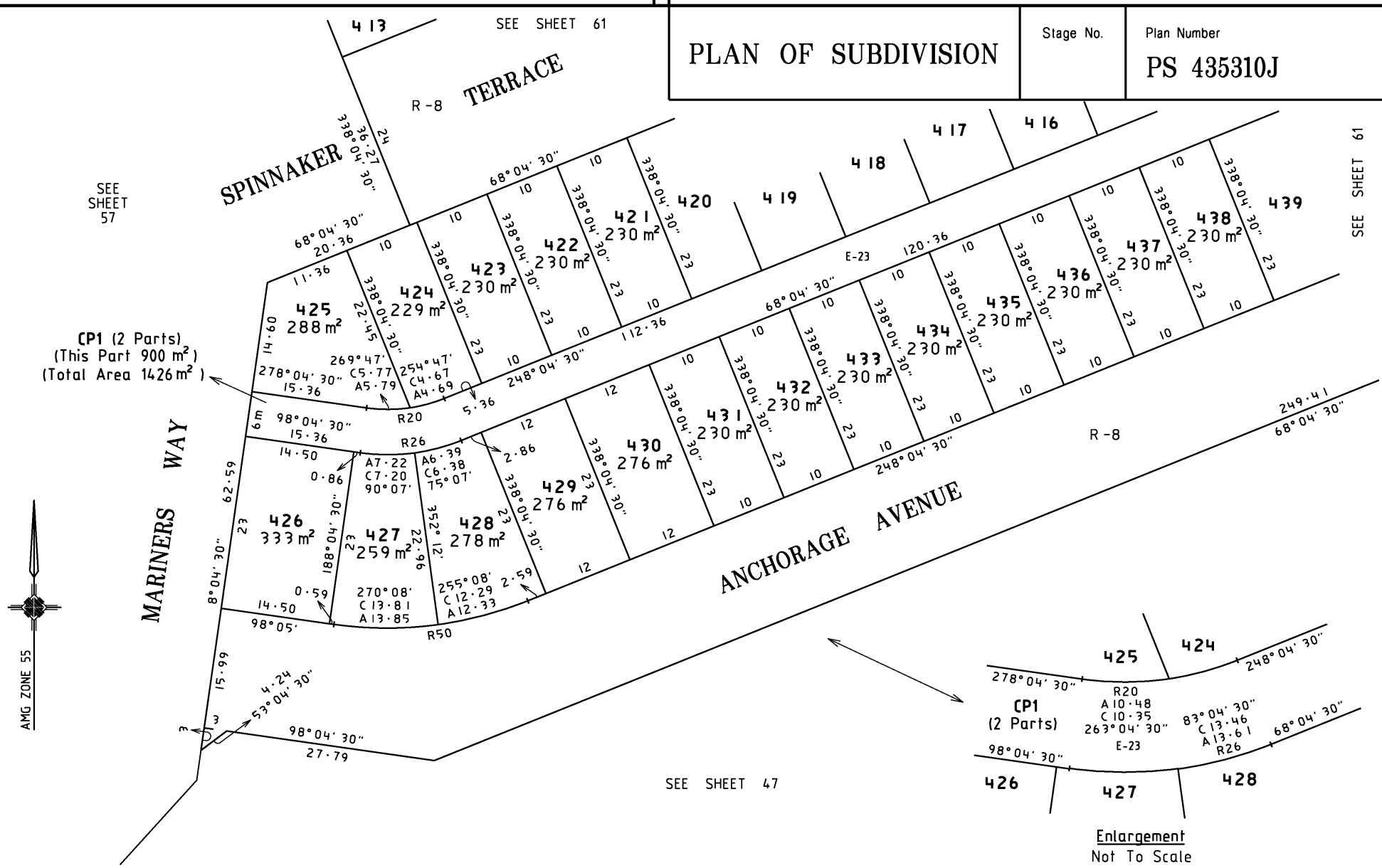


WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST. MORNINGTON PH. (03) 5975 4644 LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144	ORIGINAL SCALE 1:500 / SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES
LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE ..... REF 28397/2C	DATE 26/7/2005 VERSION 8	SHEET 61 ..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



SHEET 62

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST. MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 26/7/2005
REF 28397/2C
VERSION 8

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

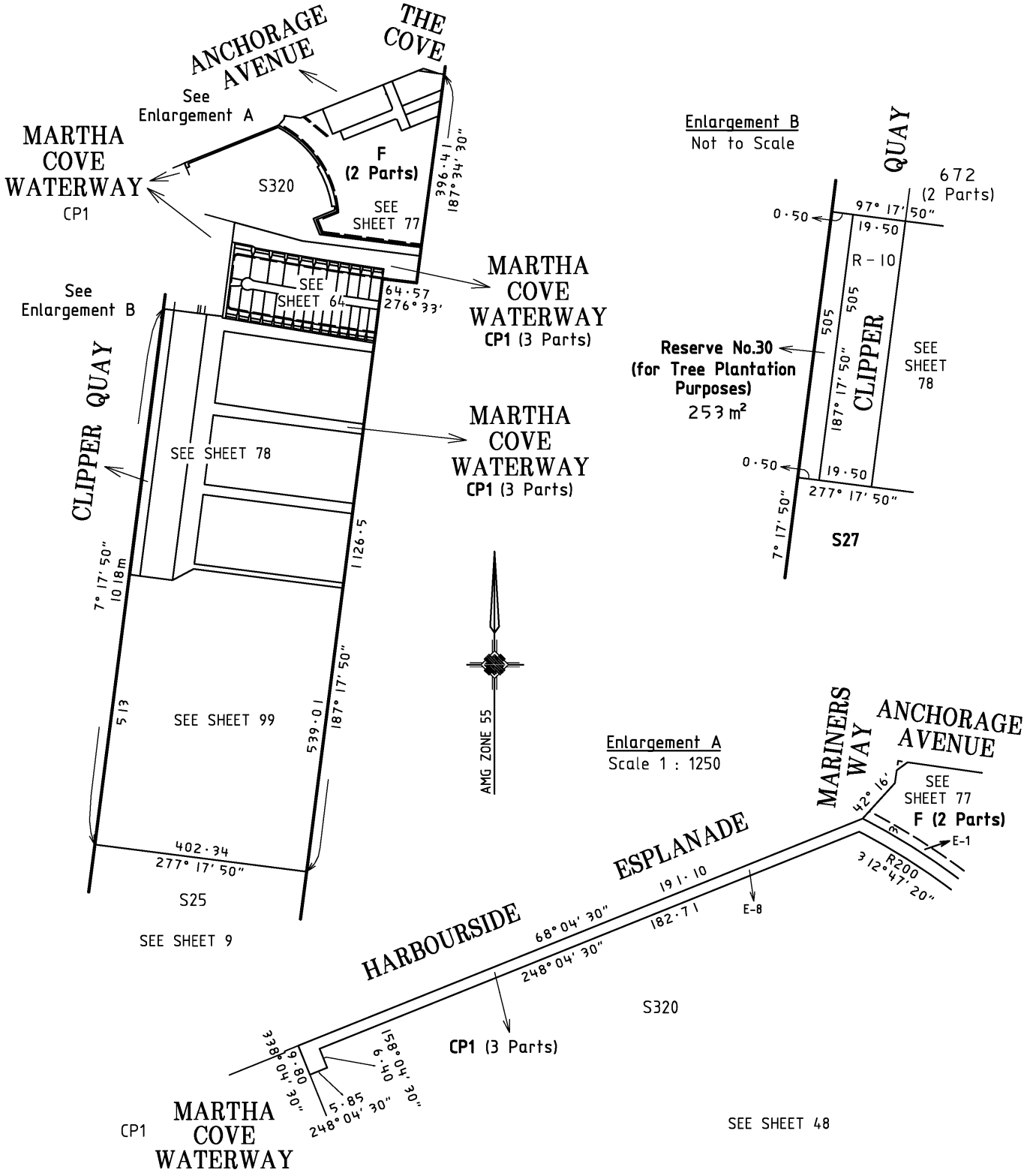
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Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE	SCALE	LICENSED SURVEYOR (PRINT)	MICHAEL NEYLAN DEGG	SHEET 63
1:7500	A3	0 75 150 225 300 375 LENGTHS ARE IN METRES	SIGNATURE	DATE 28/7/2005	..... DATE / /20 COUNCIL DELEGATE SIGNATURE
			REF 28397/2G	VERSION 10	ORIGINAL SHEET SIZE A3

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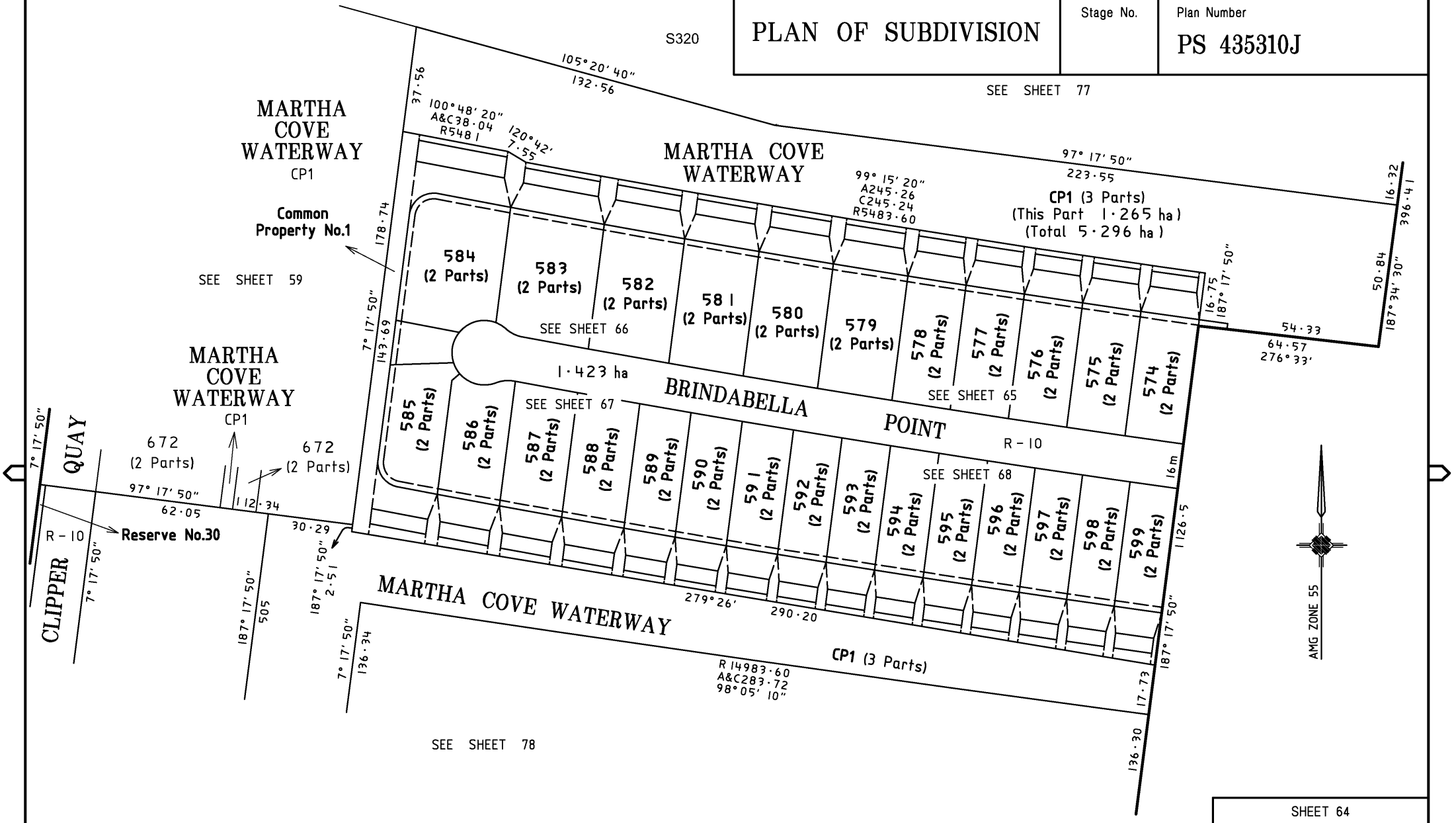
S320

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



SHEET 64

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE 1:1250 | SHEET SIZE A3

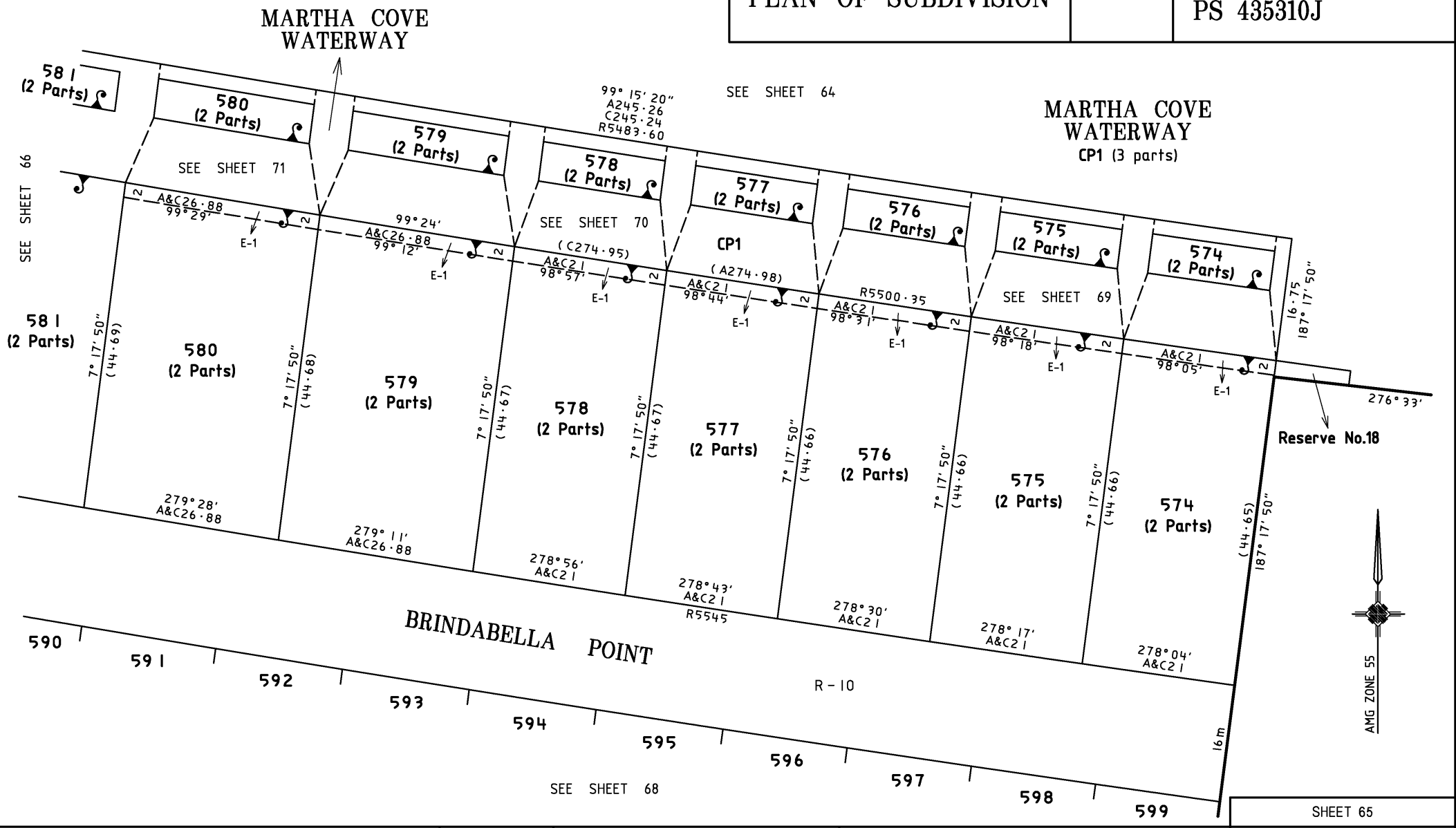
SCALE
0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 28/7/2005
REF 28397/2G
VERSION 10

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



SHEET 65

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

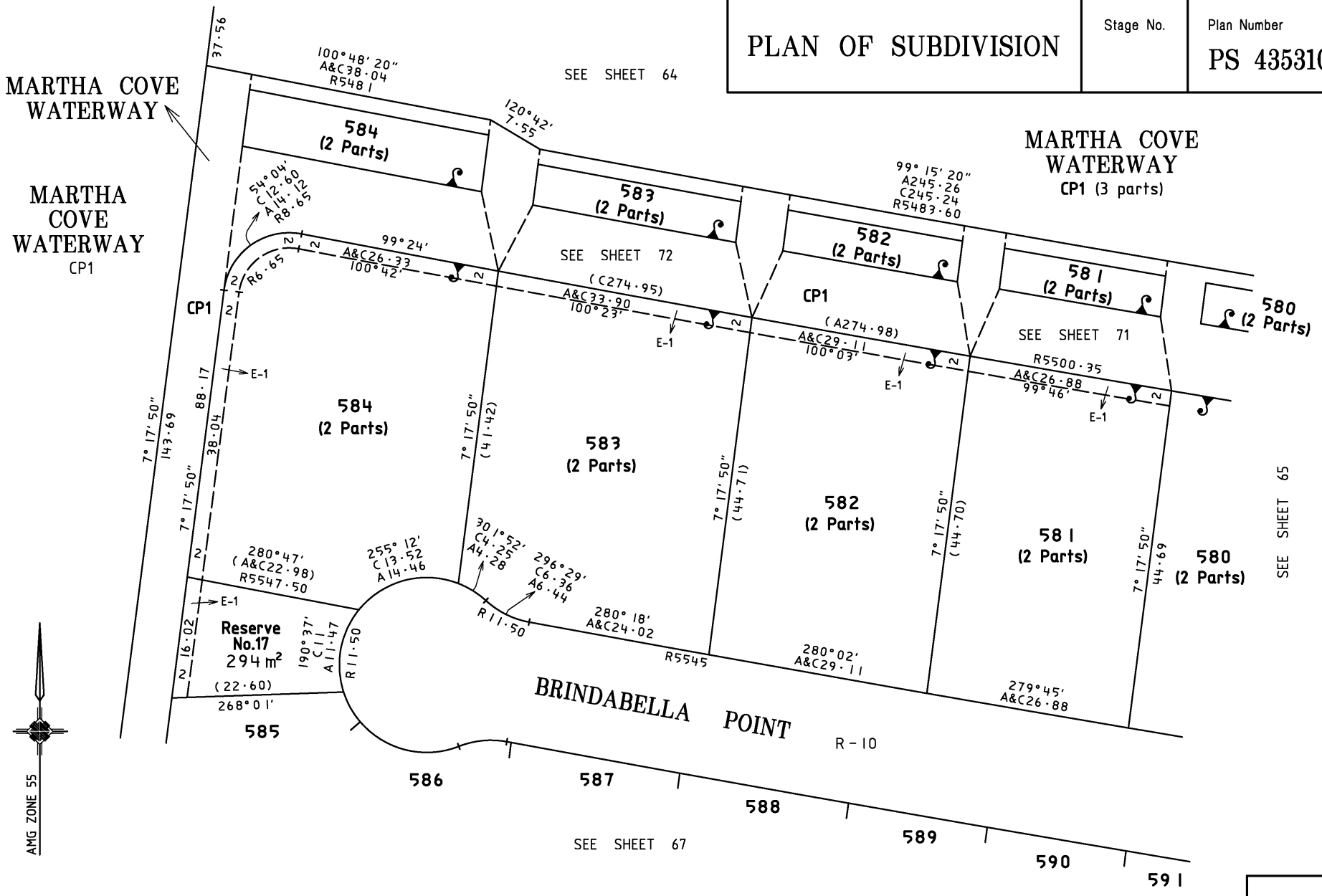
LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 28/7/2005
REF 28397/2G
VERSION 10

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J

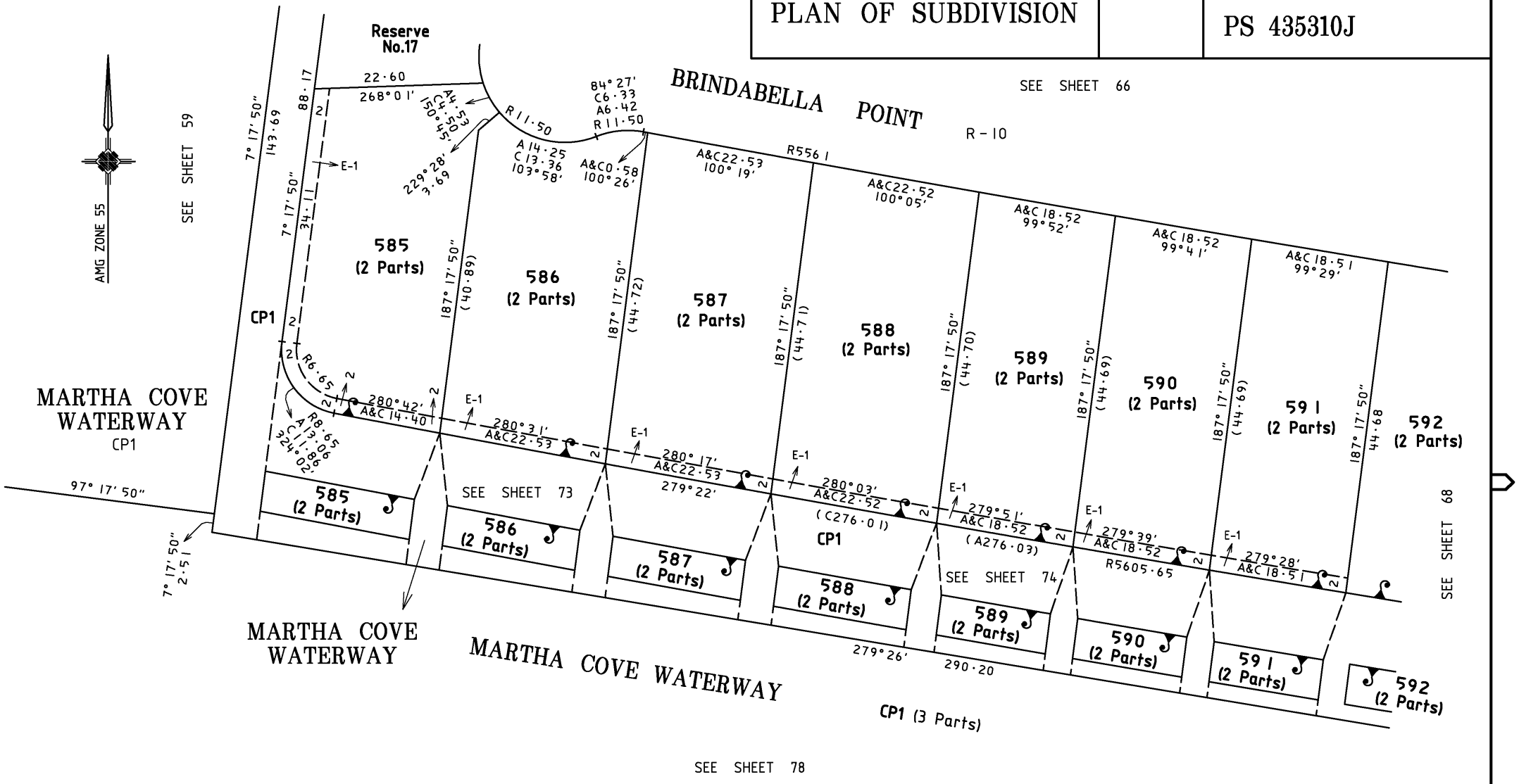


WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144	ORIGINAL SCALE 1:500 / SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE ..... DATE 28/7/2005 REF 28397/2G VERSION 10	SHEET 66 ..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144	ORIGINAL SCALE 1:500 / SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE ..... DATE 28/7/2005 REF 28397/2G VERSION 10	SHEET 67 ..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

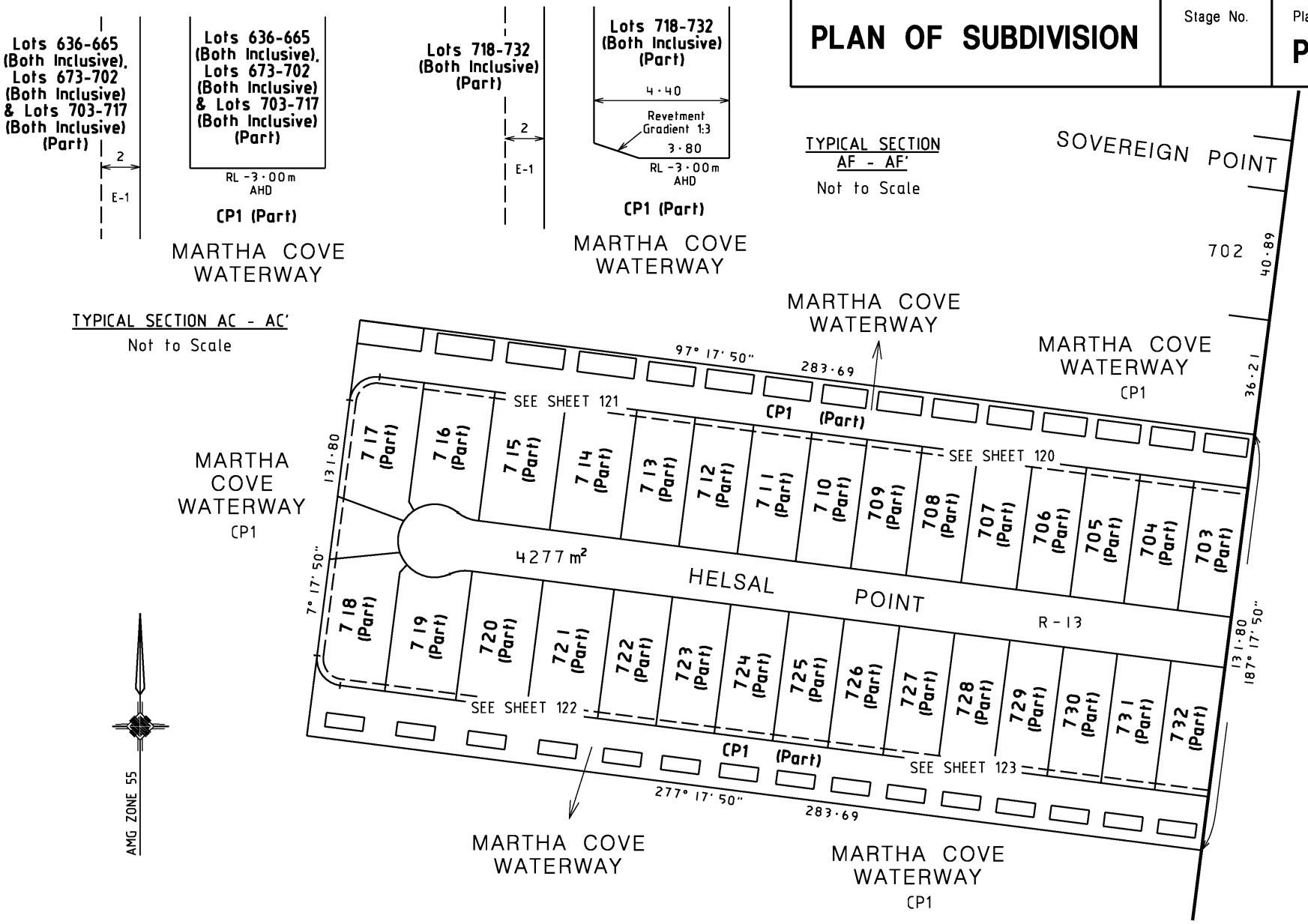
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Stage No.

Plan Number

PS 435310J



SHEET 119

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	SHEET SIZE
1 : 1250	A3

SCALE

0 12.5 25 37.5 50 62.5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE ..... DATE

REF 28397/Stg.4CB VERSION 8

..... DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

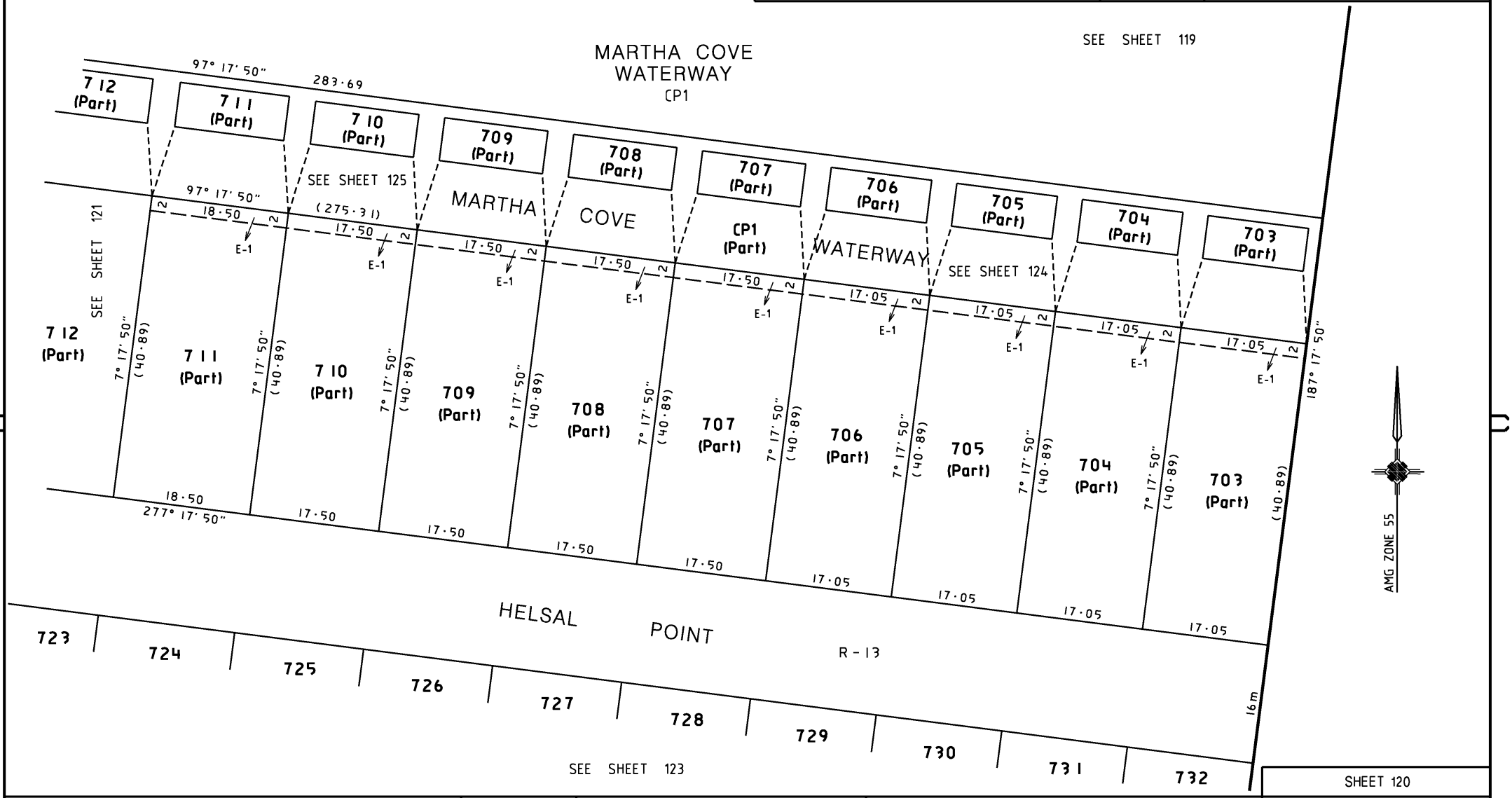
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Stage No.

Plan Number

PS 435310J



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	ORIGINAL SCALE 1:500 SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)	MICHAEL NEYLAN DEGG
SIGNATURE	DATE 26/07/2006
REF 28397/Stg.4CB	VERSION 8

SHEET 120

DATE / /20

COUNCIL DELEGATE SIGNATURE

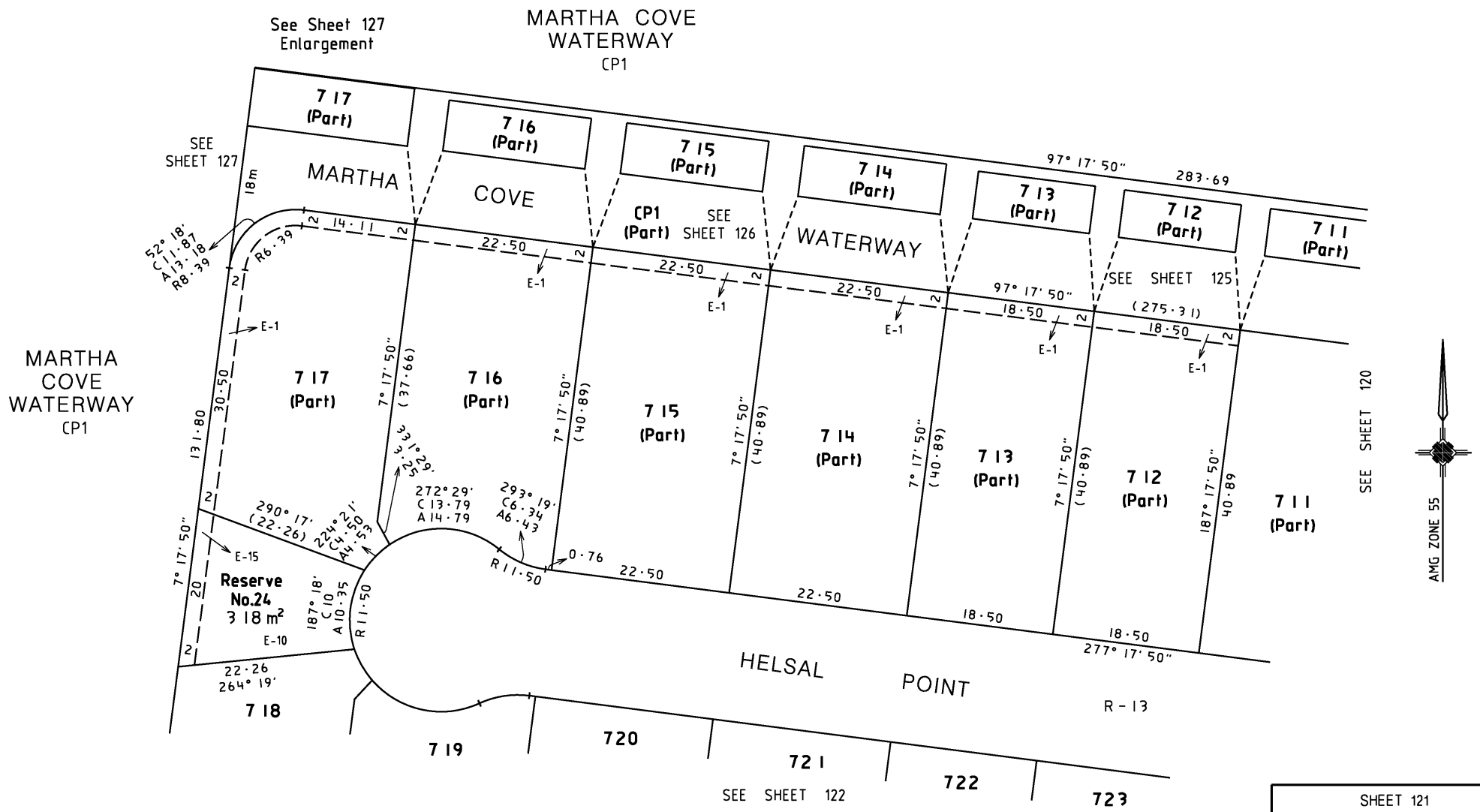
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	ORIGINAL SCALE 1:500 SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE ..... DATE 26/07/2006 REF 28397/Stg.4CB VERSION 8	SHEET 121 ..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

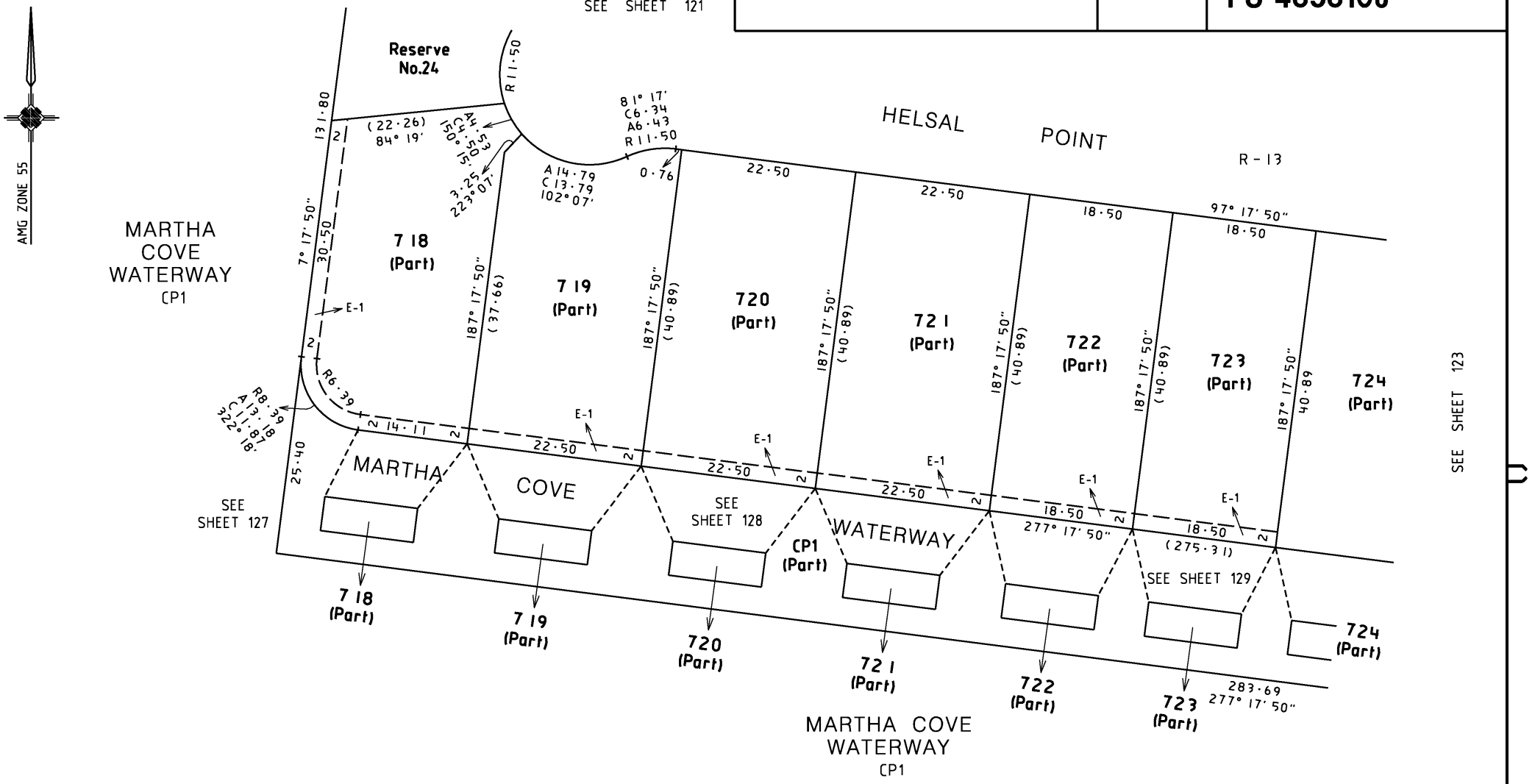
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



AMG ZONE 55

SHEET 122

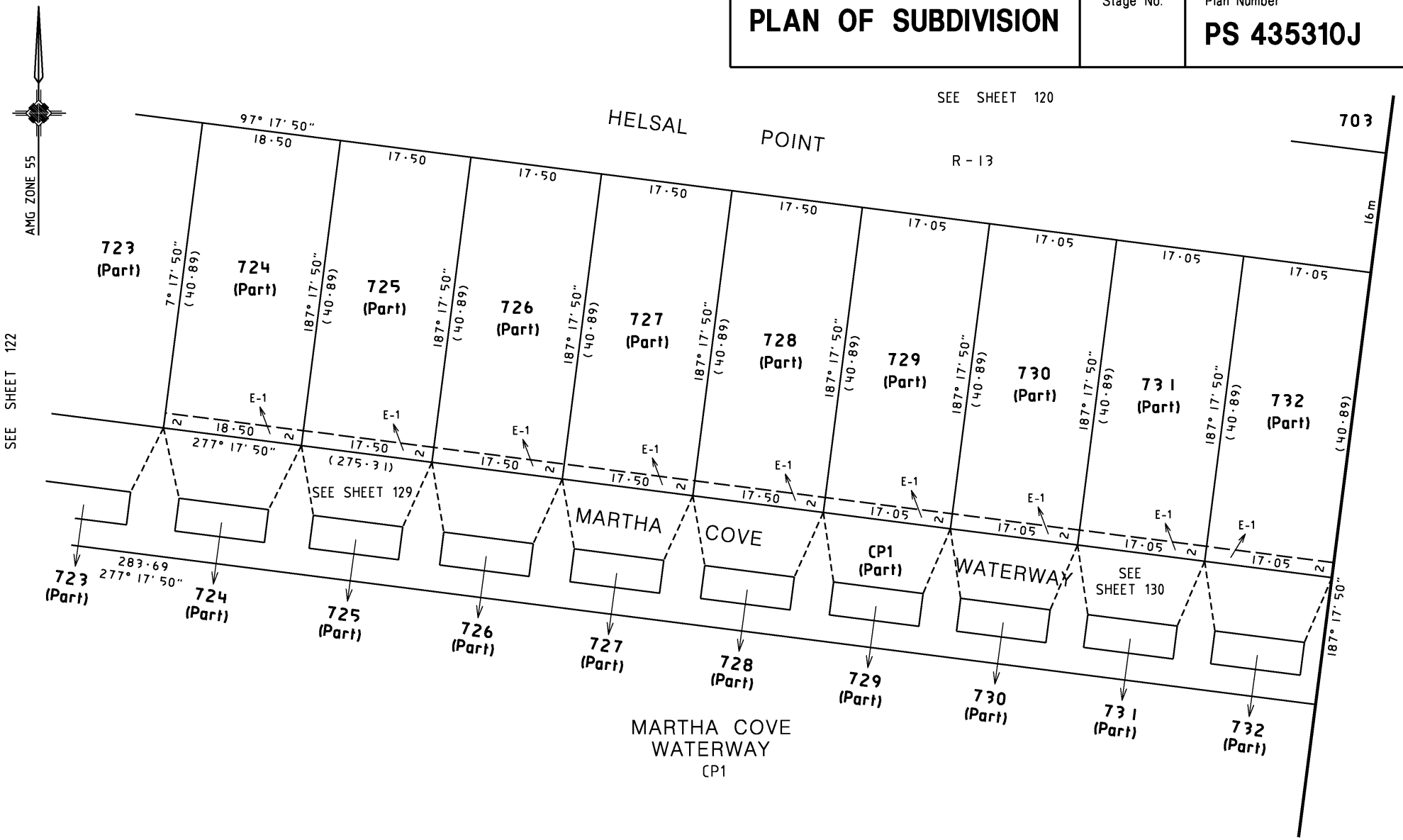
WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	ORIGINAL SCALE 1:500 SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE ..... DATE 26/07/2006 REF 28397/Stg.4CB VERSION 8	..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 123

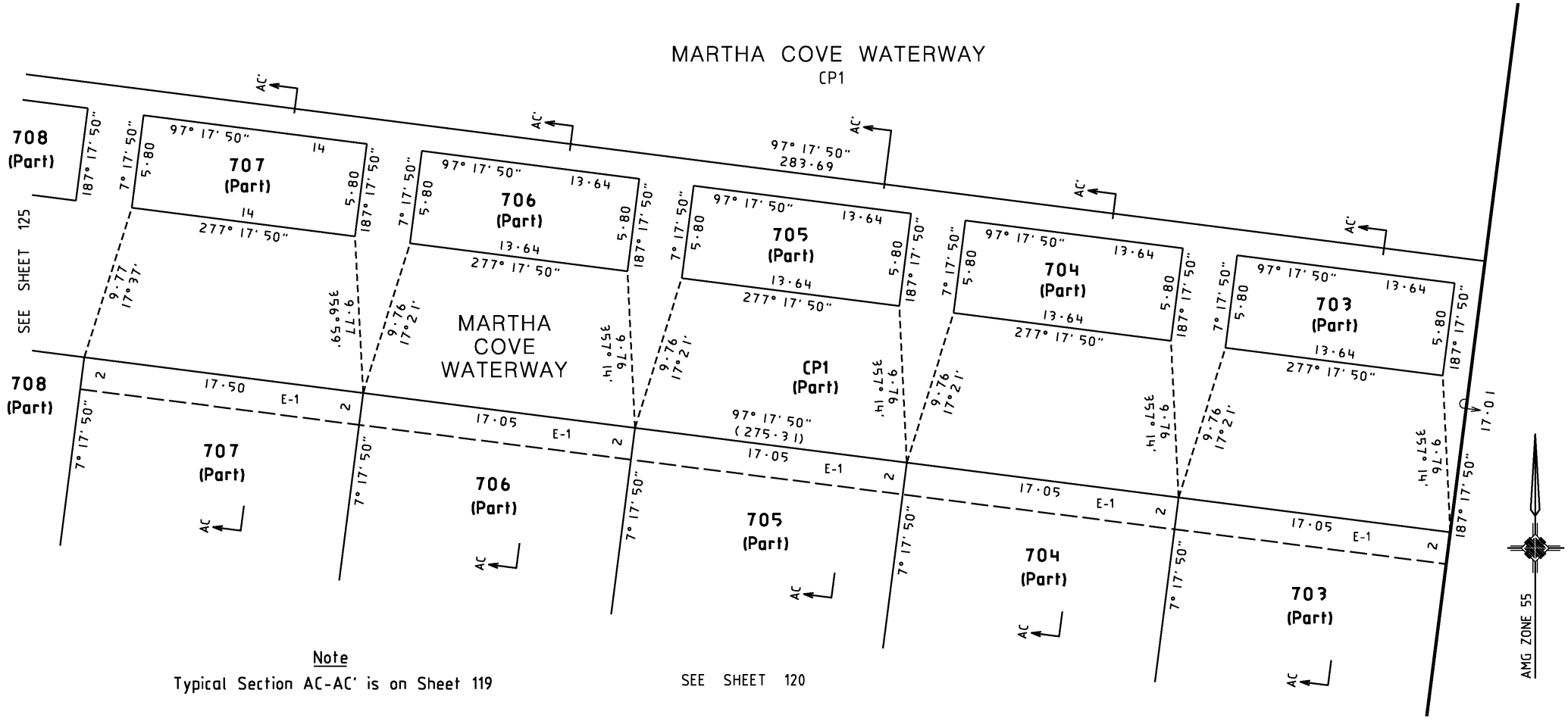
WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	ORIGINAL SCALE 1:500 / SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE ..... DATE 26/07/2006 REF 28397/Stg.4CB VERSION 8	..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note
Typical Section AC-AC' is on Sheet 119

SEE SHEET 120

SHEET 124

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

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 26/07/2006
REF 28397/Stg.4CB
VERSION 8

DATE / /20
COUNCIL DELEGATE SIGNATURE

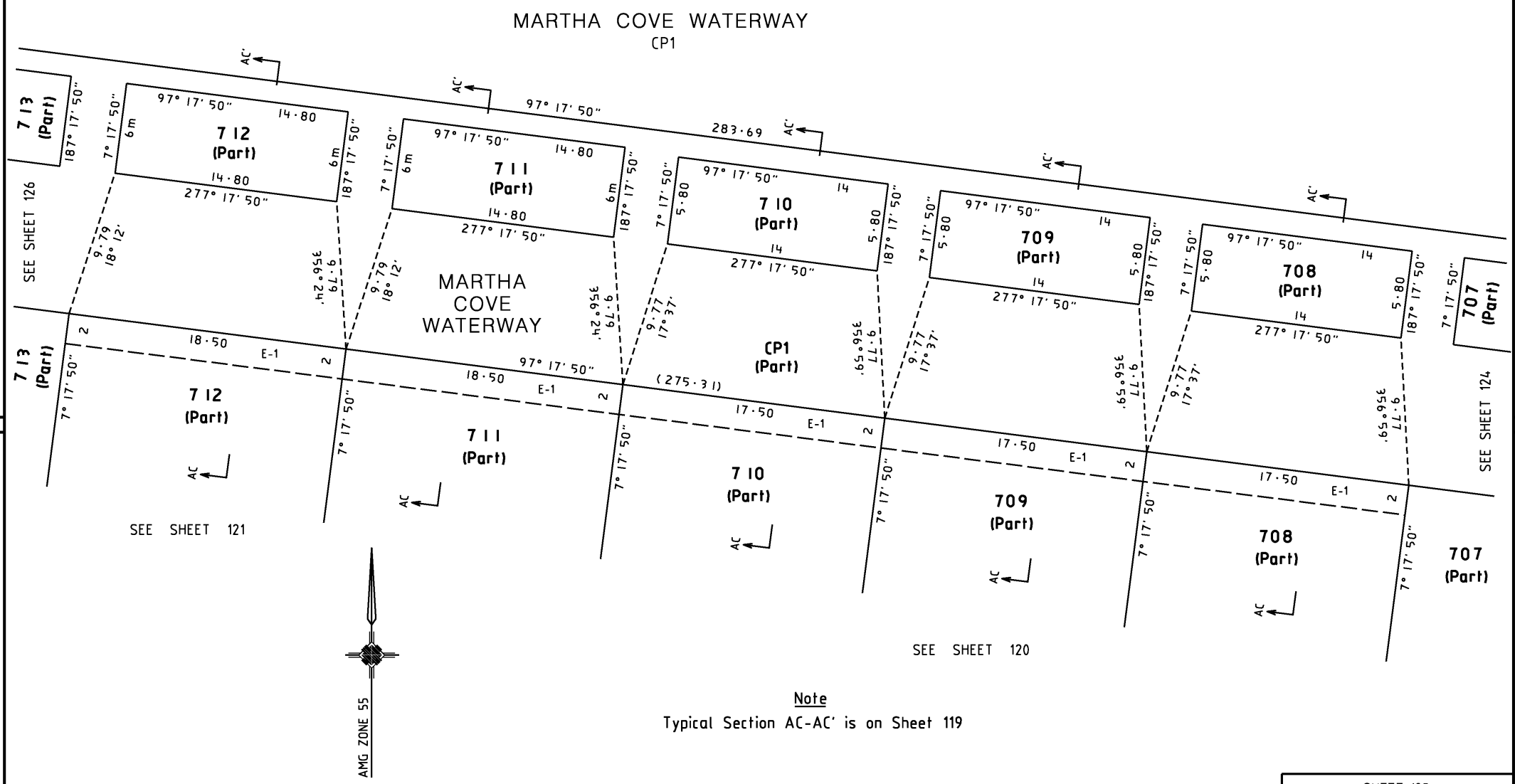
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note
Typical Section AC-AC' is on Sheet 119

SHEET 125

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

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 26/07/2006
REF 28397/Stg.4CB
VERSION 8

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

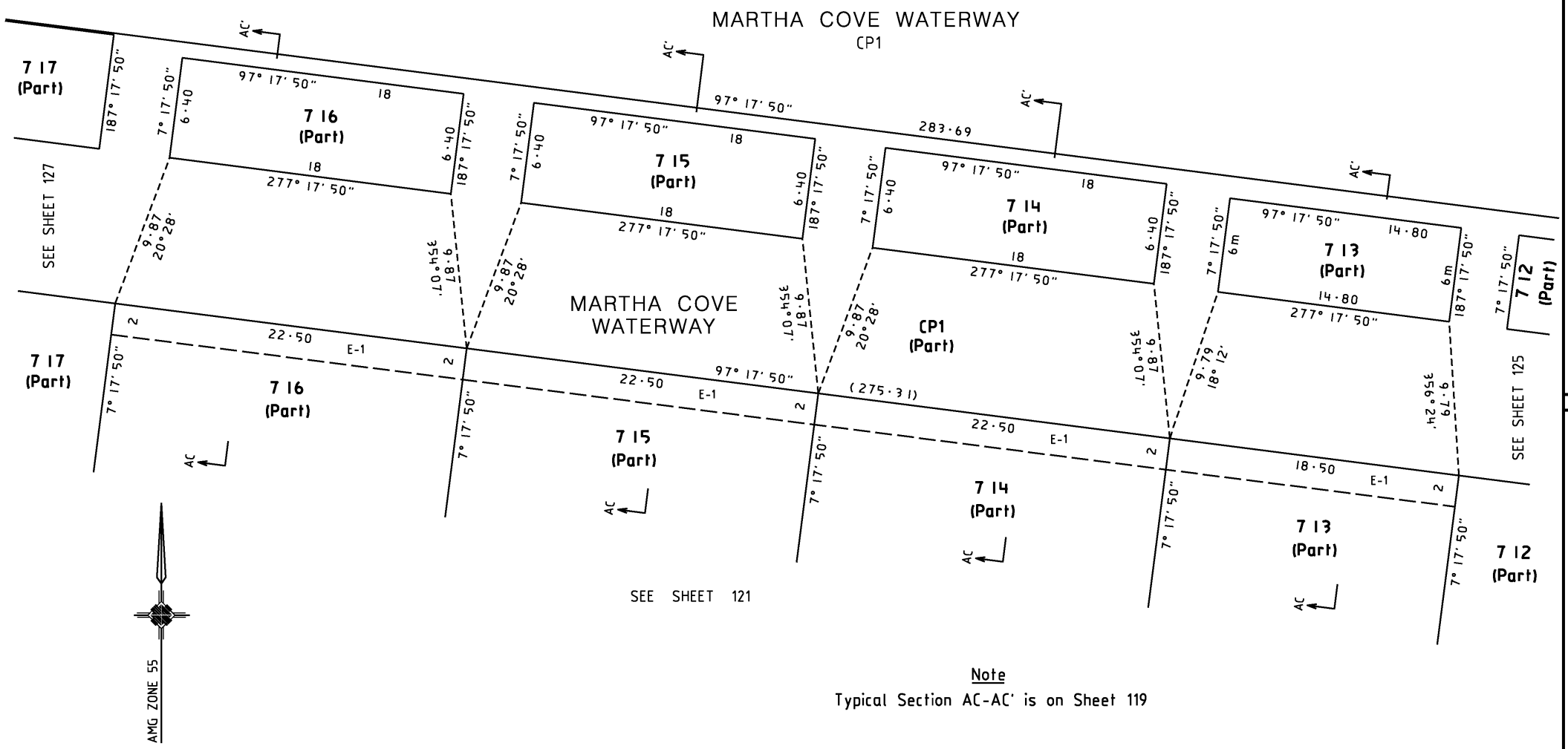
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



Note

Typical Section AC-AC' is on Sheet 119

SHEET 126

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

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 26/07/2006

REF 28397/Stg.4CB

VERSION 8

DATE / /20

COUNCIL DELEGATE SIGNATURE

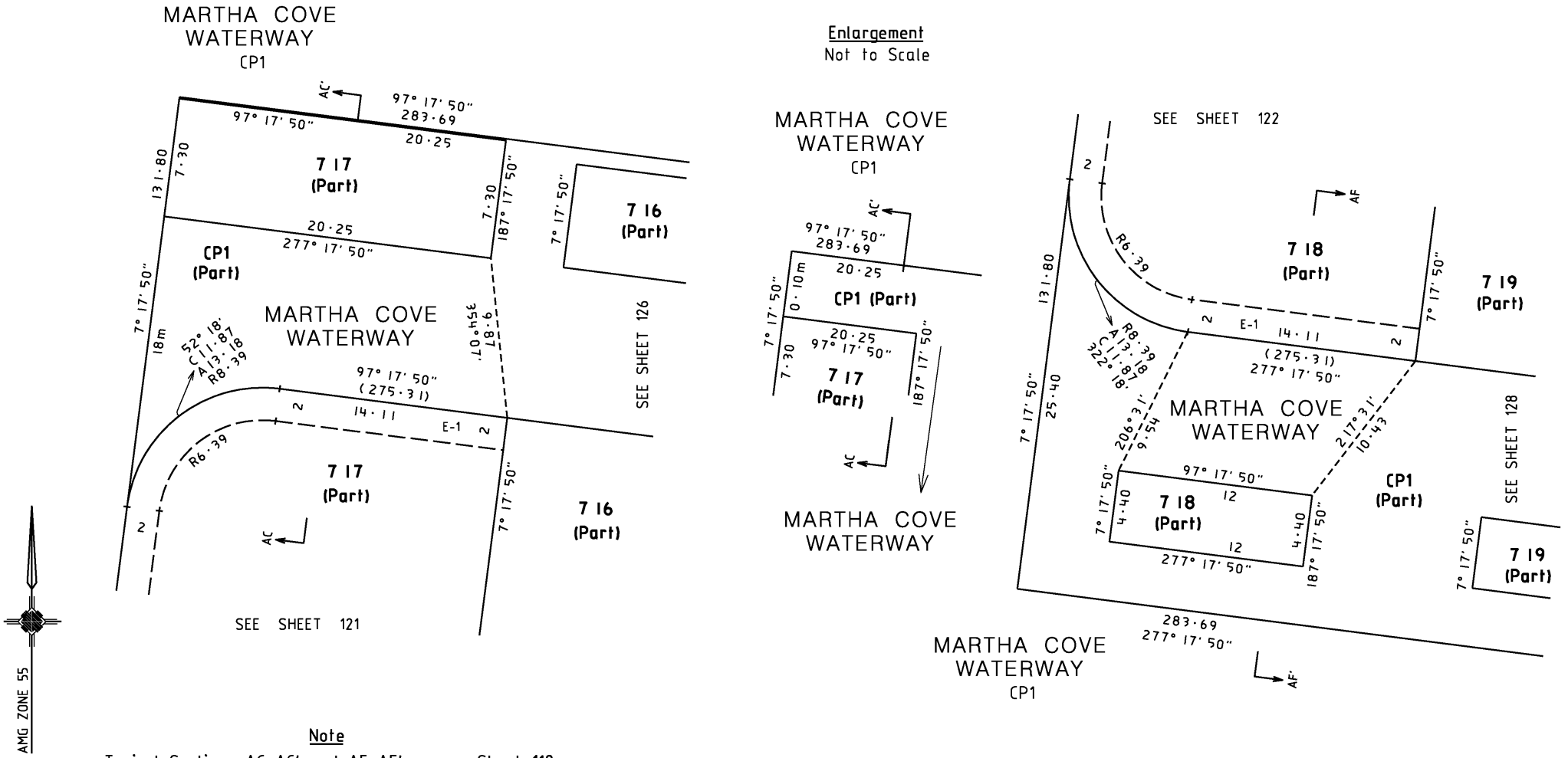
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note

Typical Sections AC-AC' and AF-AF' are on Sheet 119

SHEET 127

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	ORIGINAL 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 26/07/2006
REF 28397/Stg.4CB
VERSION 8

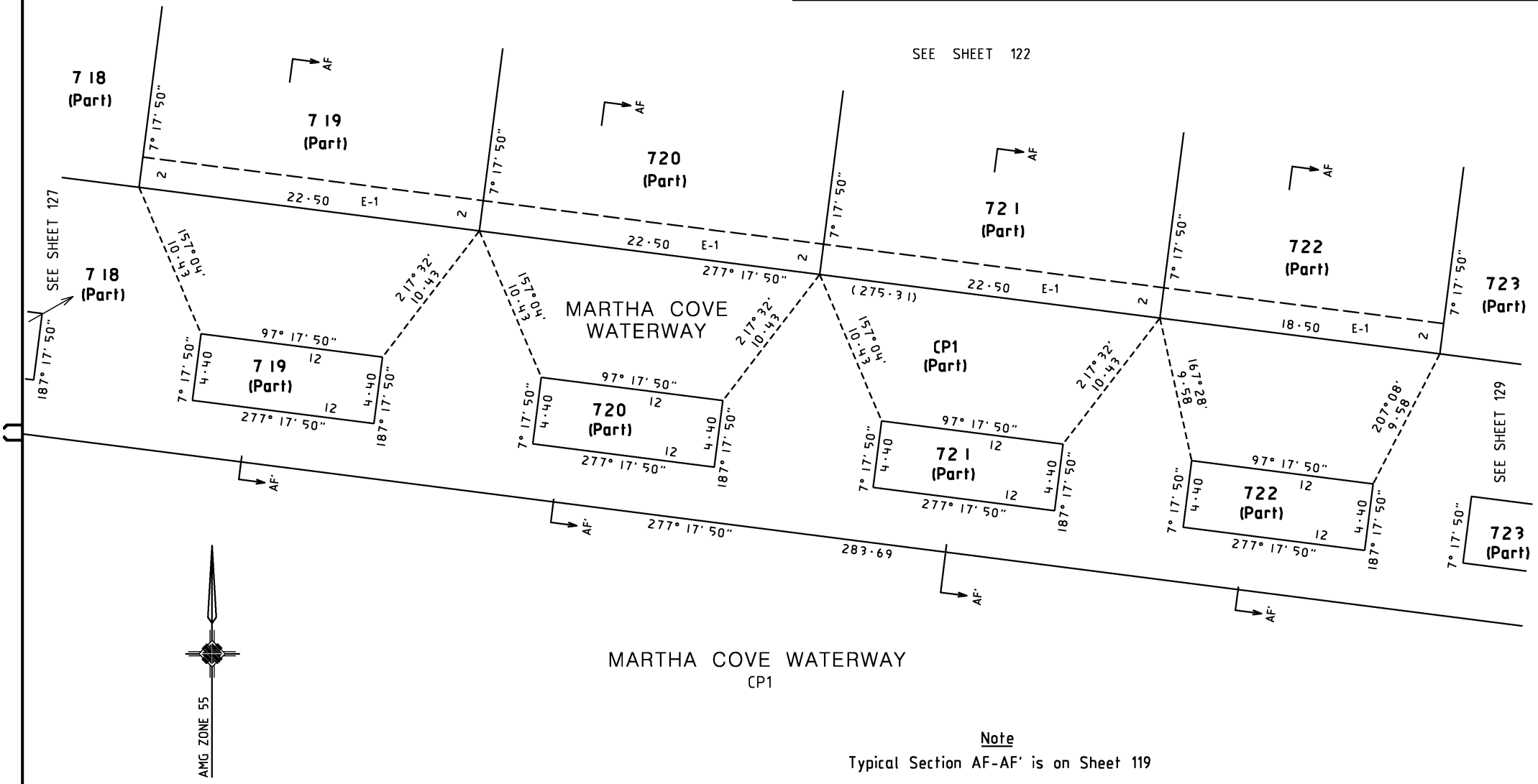
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



MARTHA COVE WATERWAY
CP1

Note
Typical Section AF-AF' is on Sheet 119

SHEET 128

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

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 26/07/2006
REF 28397/Stg.4CB
VERSION 8

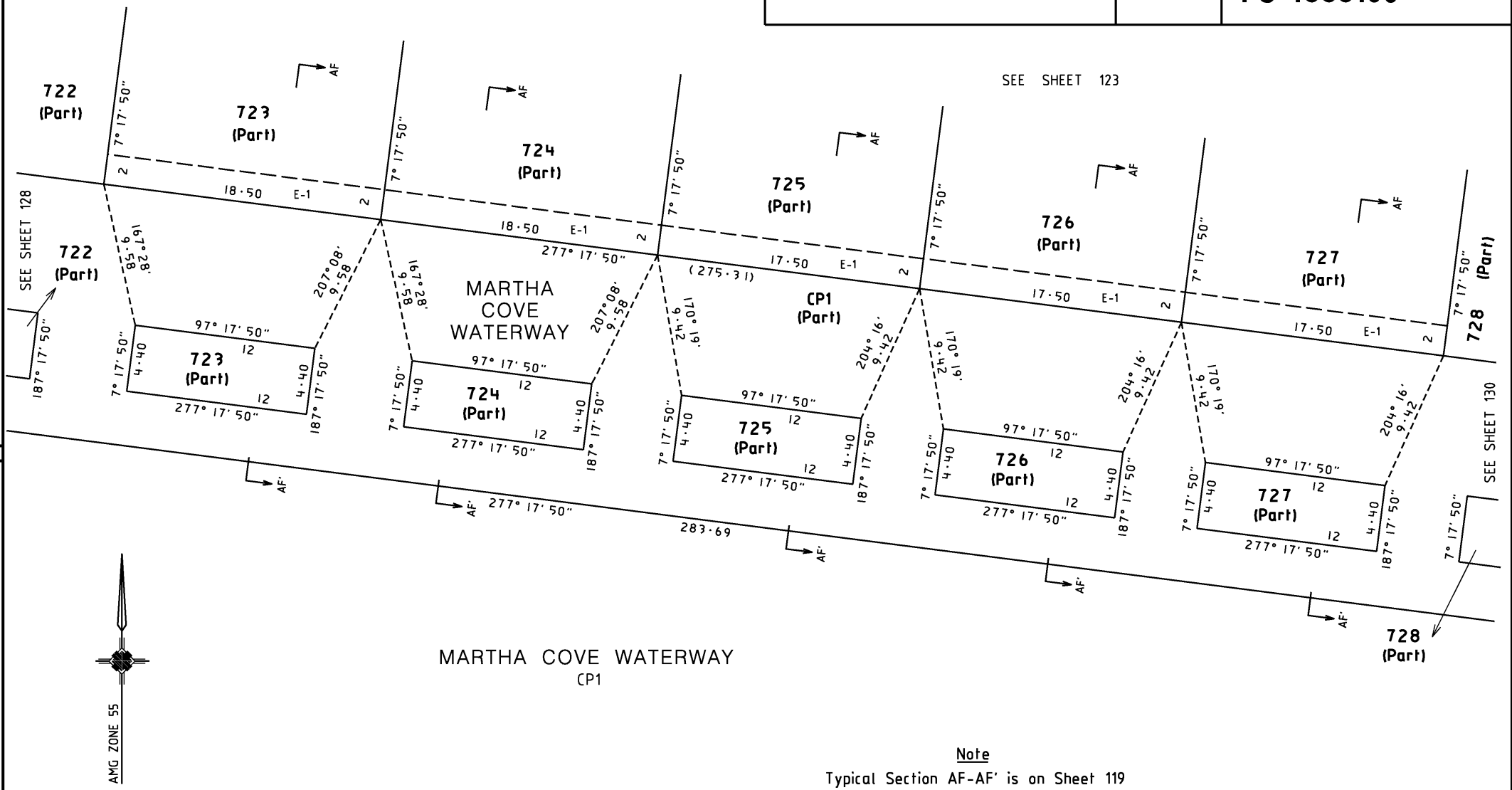
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



MARTHA COVE WATERWAY
CP1

Note
Typical Section AF-AF' is on Sheet 119

SHEET 129

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

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 26/07/2006
REF 28397/Stg.4CB
VERSION 8

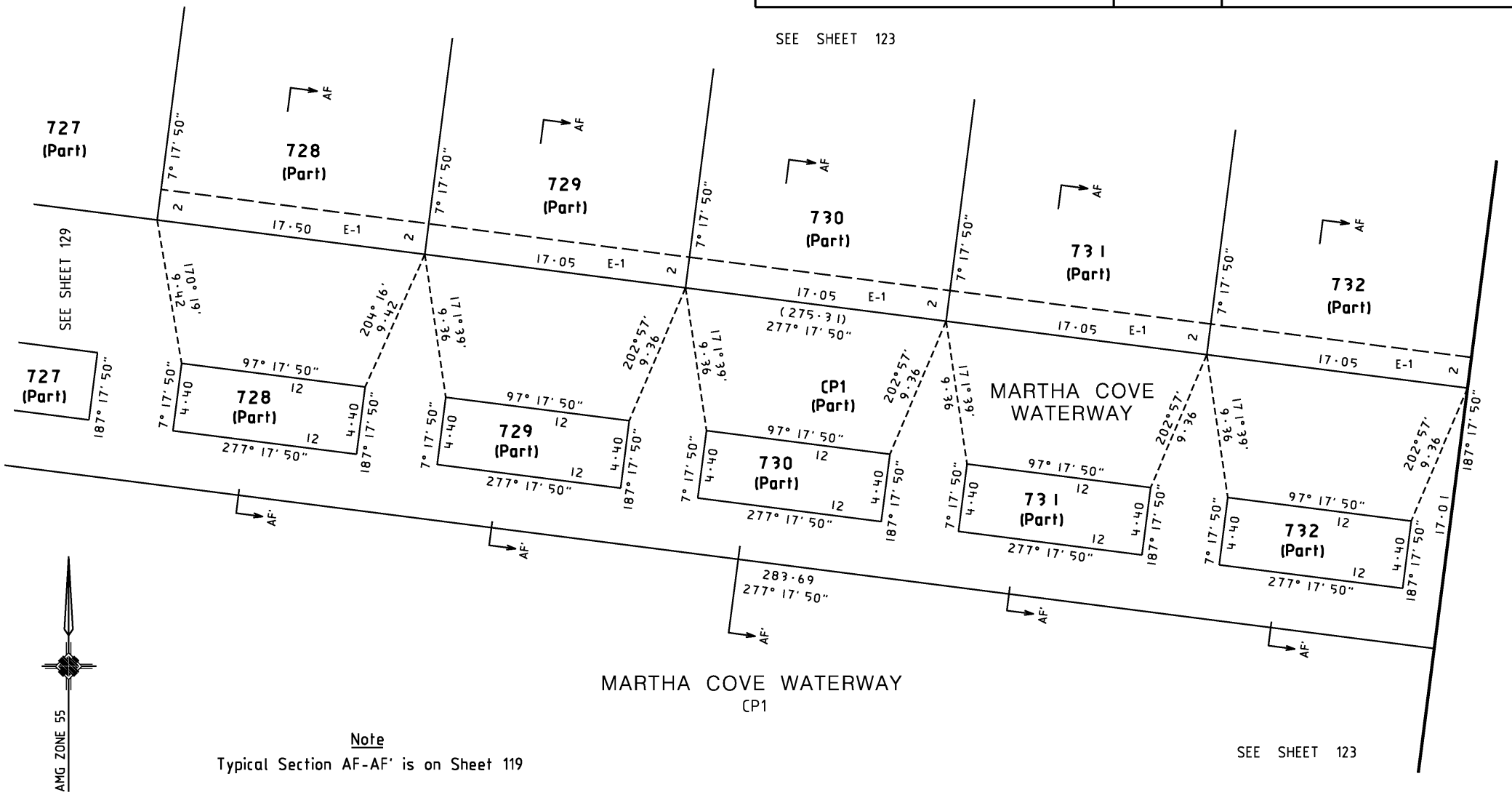
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note

Typical Section AF-AF' is on Sheet 119

SEE SHEET 123

MARTHA COVE WATERWAY
CP1

SHEET 130

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

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 26/07/2006
REF 28397/Stg.4CB
VERSION 8

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

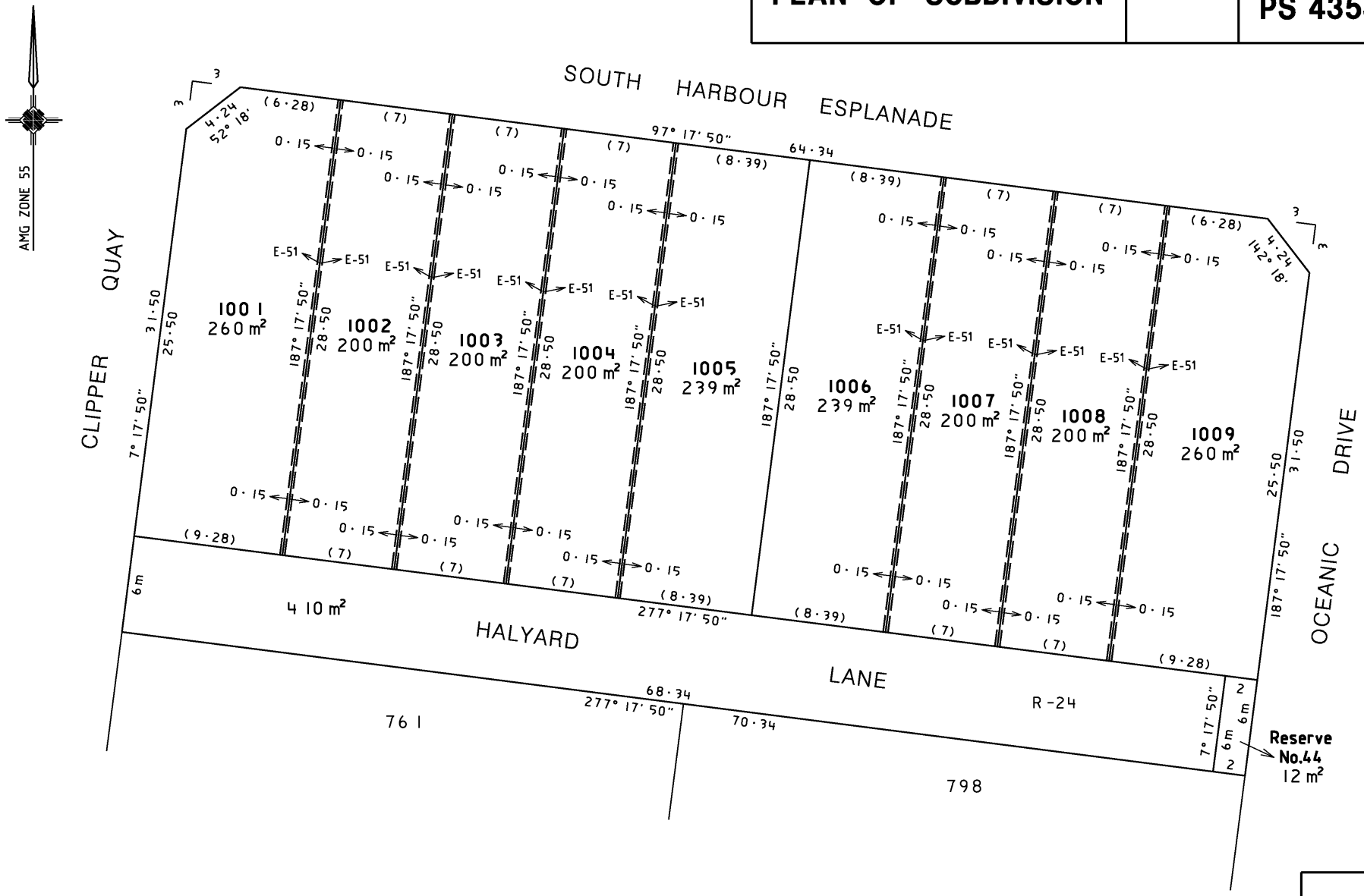
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

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 DIGITALLY SIGNED DATE

REF 35946 VERSION

SHEET 131

DATE / /20

COUNCIL DELEGATE SIGNATURE

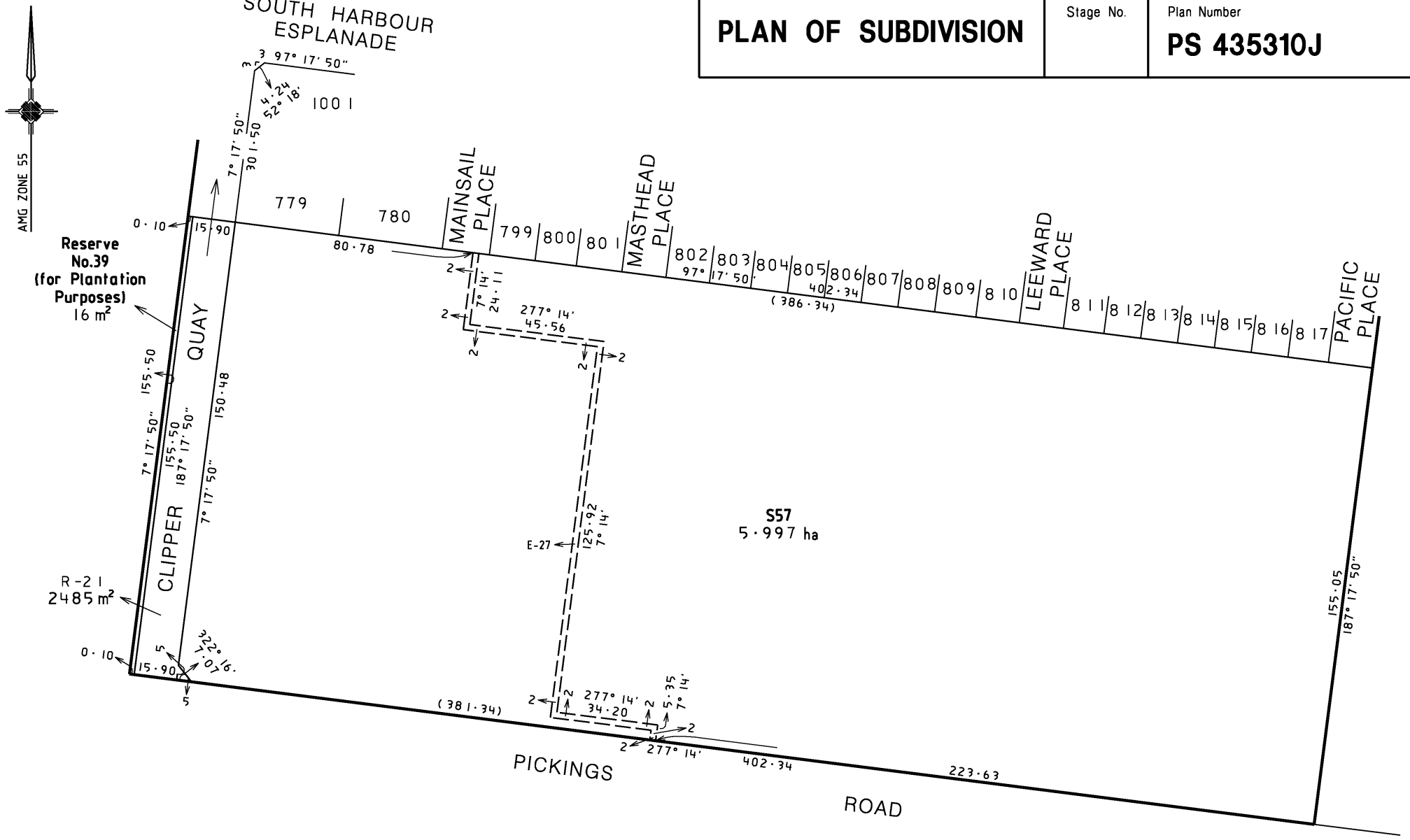
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 132

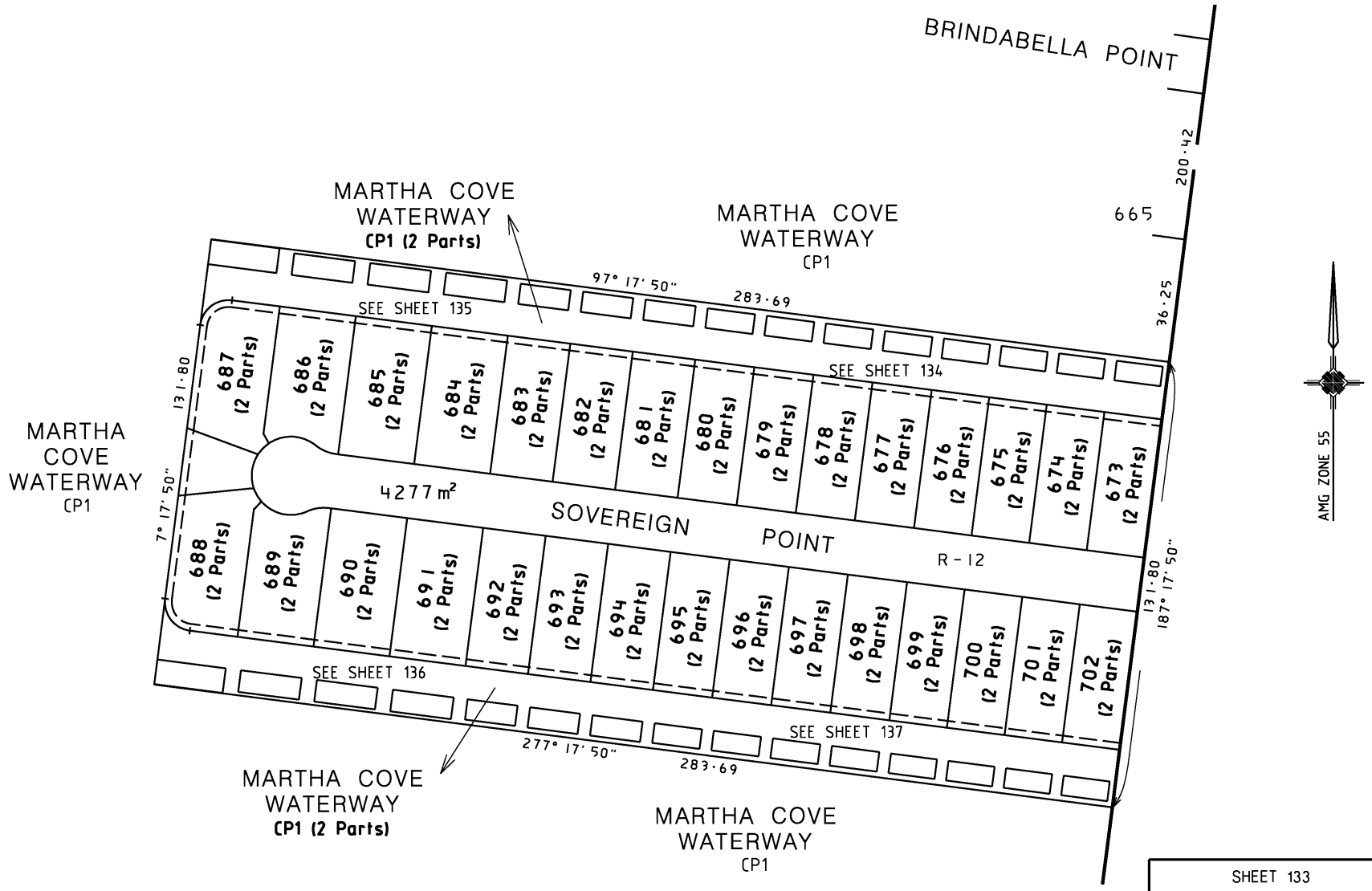
WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	ORIGINAL SCALE 1 : 1250 SHEET SIZE A3	SCALE 0 12.5 25 37.5 50 62.5 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE DIGITALLY SIGNED DATE REF 28397/Stg.RV1 VERSION 2	DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBANK PH (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1 : 1250	A3

SCALE
0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

SHEET 133

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

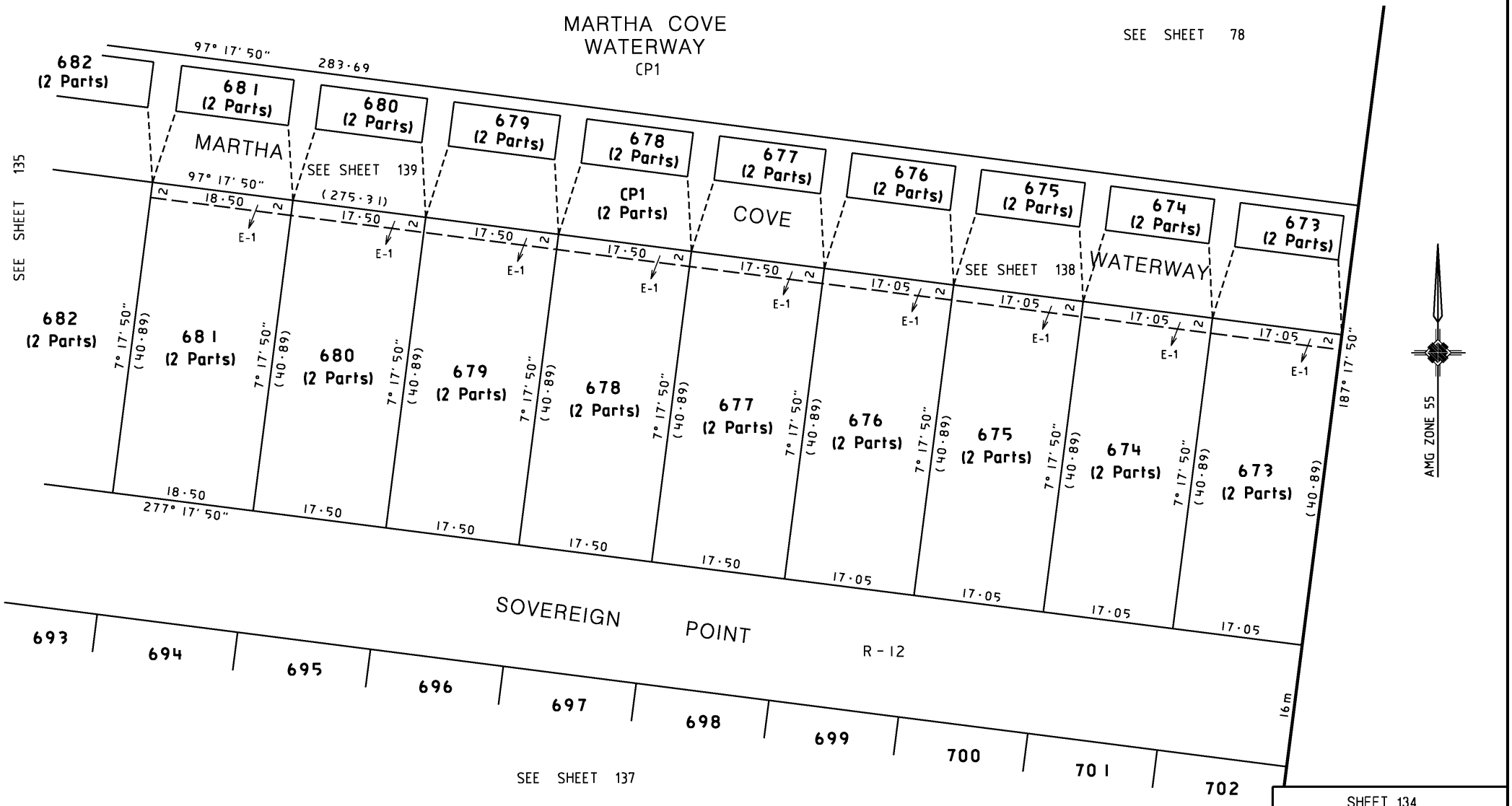
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



SHEET 134

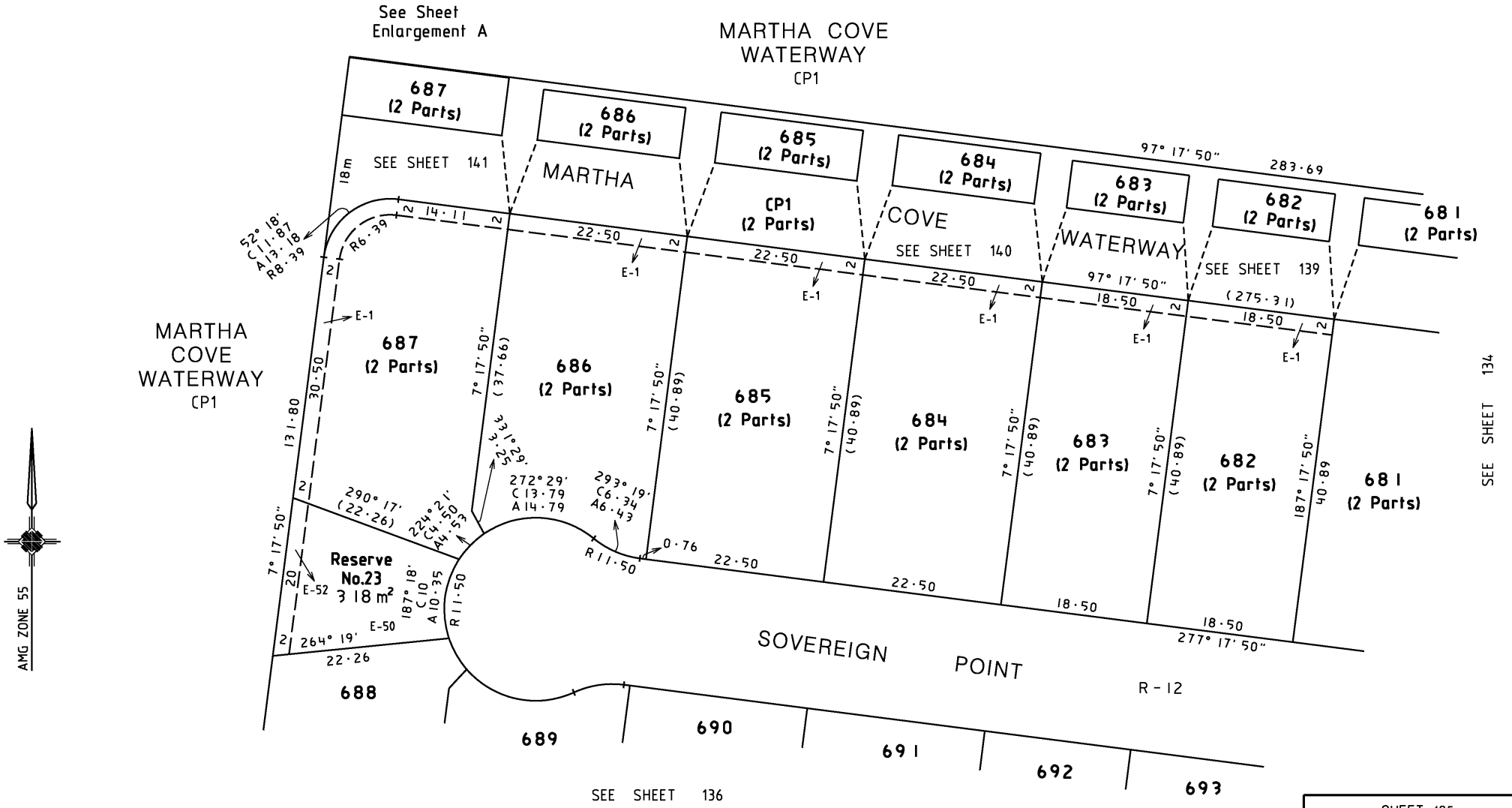
WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	ORIGINAL SCALE 1:500 SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE DIGITALLY SIGNED DATE REF 28397 VERSION	DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE 1:500 | SHEET SIZE A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

SHEET 135

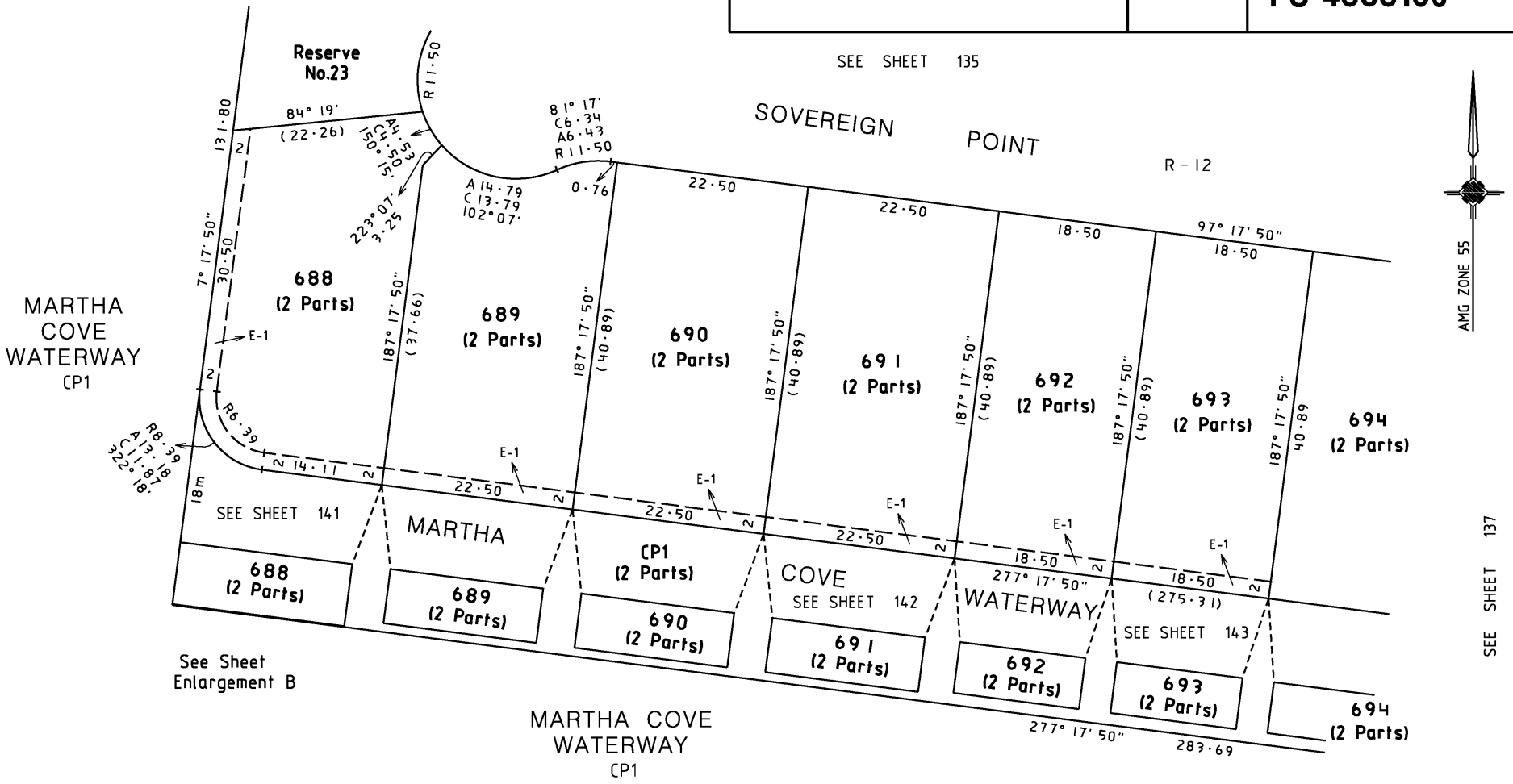
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 136

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

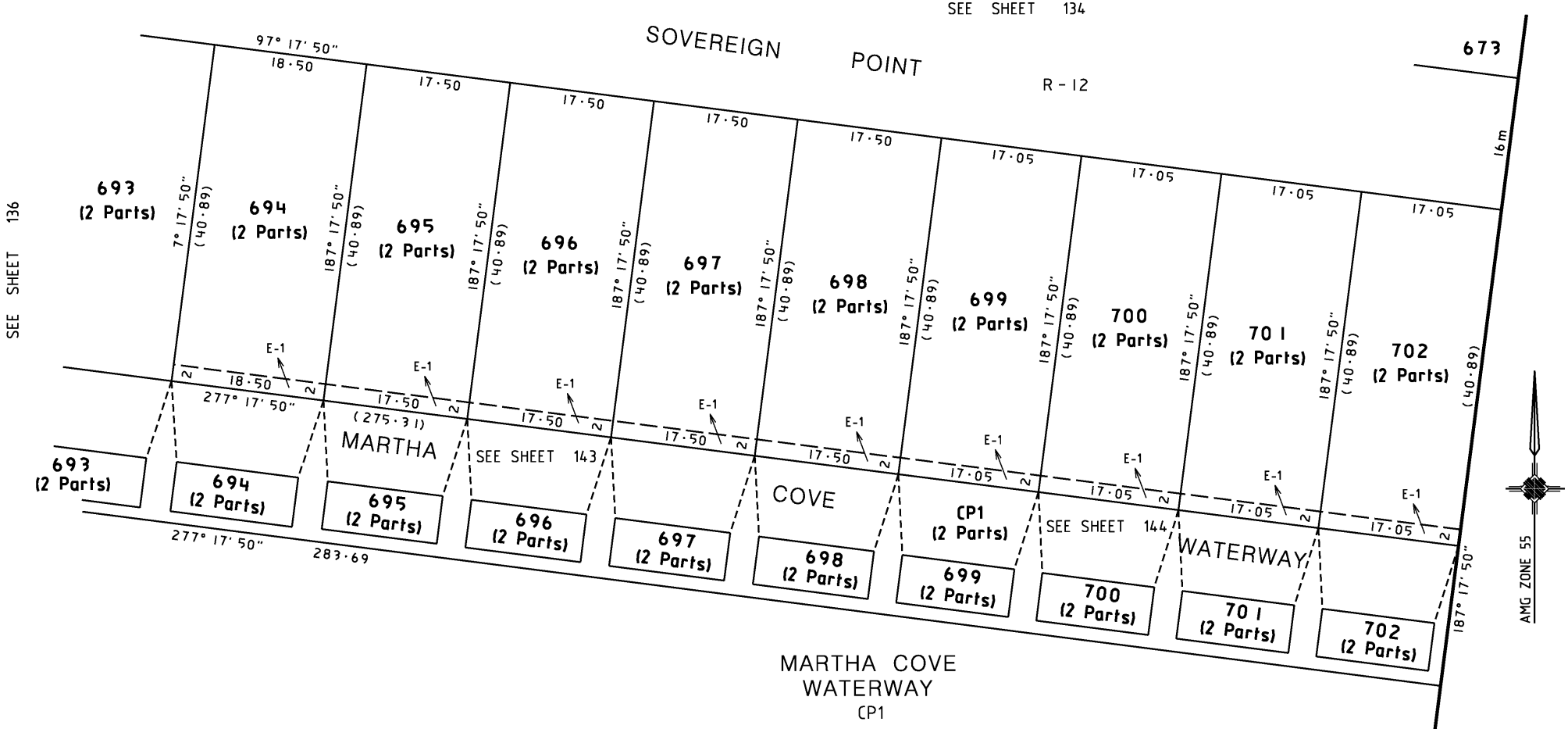
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 137

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBANK PH (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

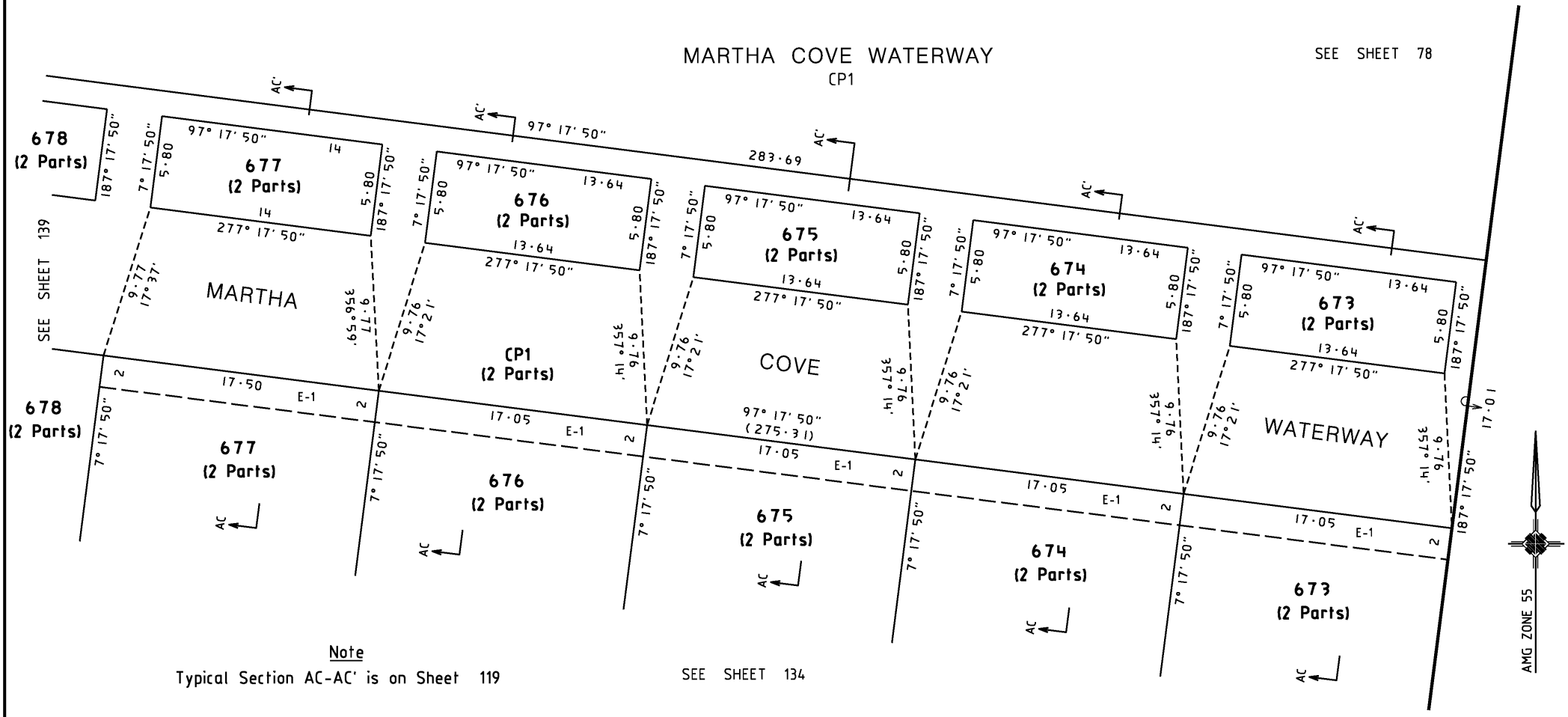
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note
Typical Section AC-AC' is on Sheet 119

SEE SHEET 134

SHEET 138

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

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 DIGITALLY SIGNED DATE
REF 28397 VERSION

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

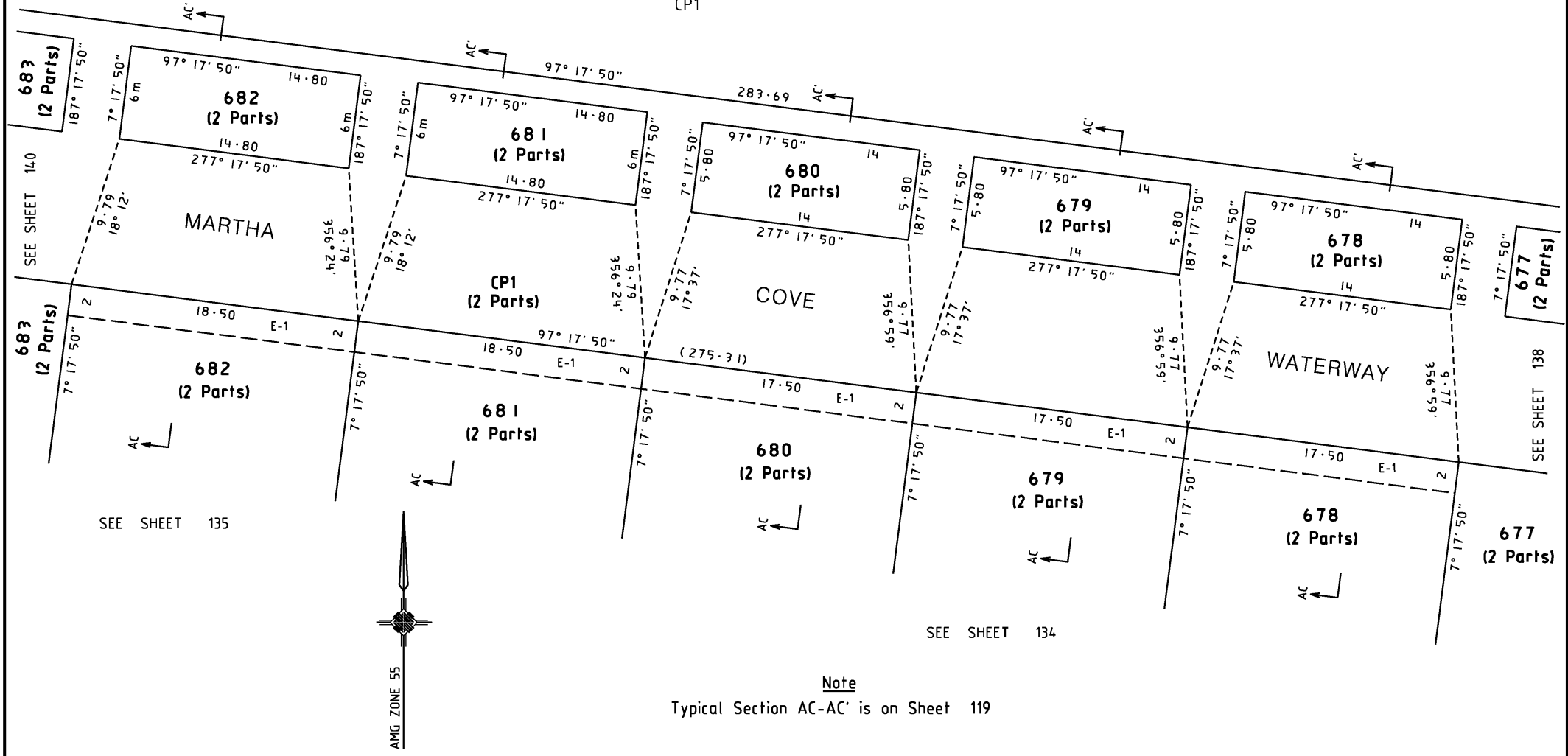
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J

MARTHA COVE WATERWAY
CP1



Note
Typical Section AC-AC' is on Sheet 119

SHEET 139

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE: 1:250
ORIGINAL SHEET SIZE: A3

SCALE
0 2.5 5 7.5 10 12.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

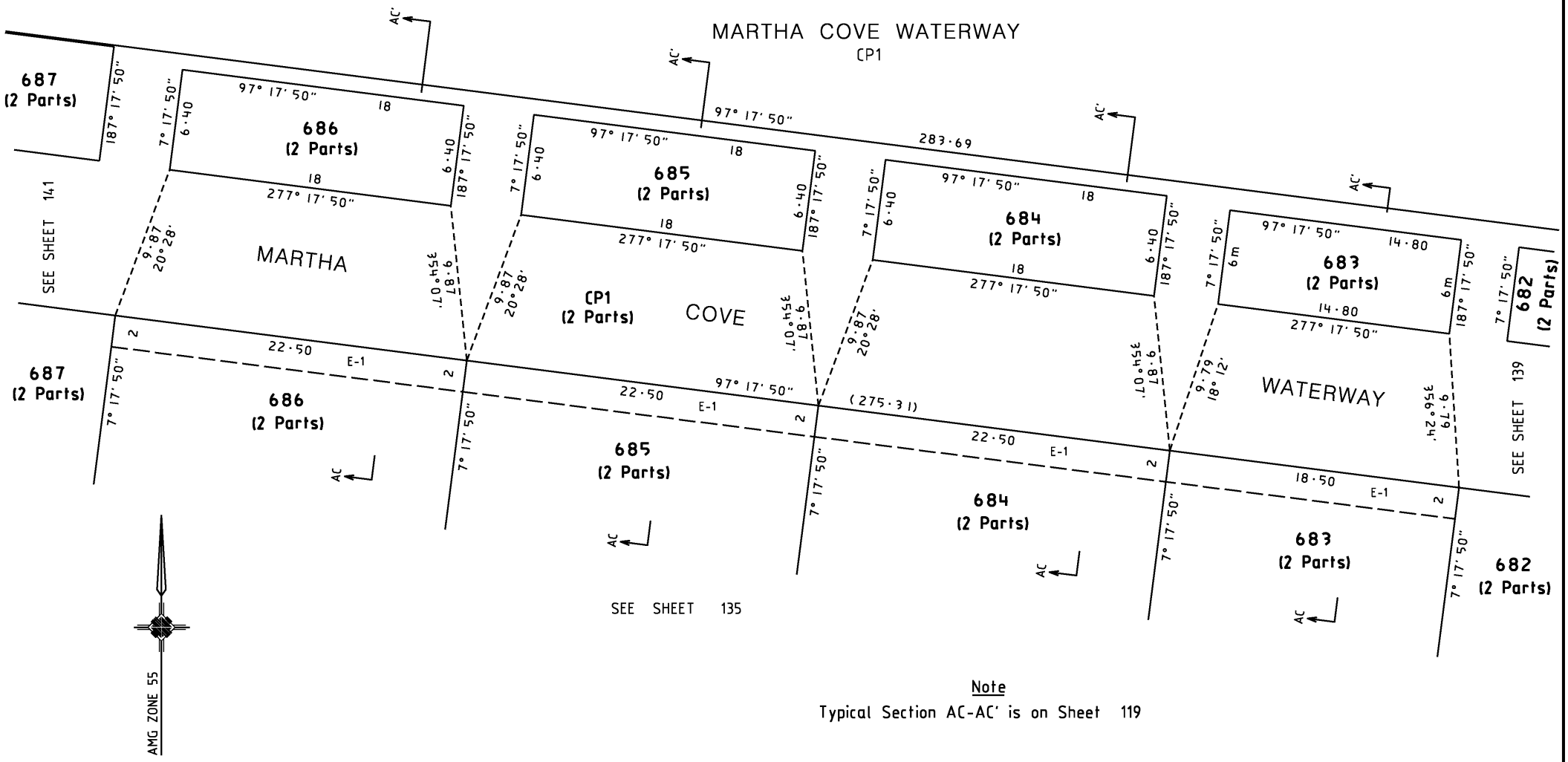
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note
Typical Section AC-AC' is on Sheet 119

SHEET 140

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

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 DIGITALLY SIGNED DATE
REF 28397 VERSION

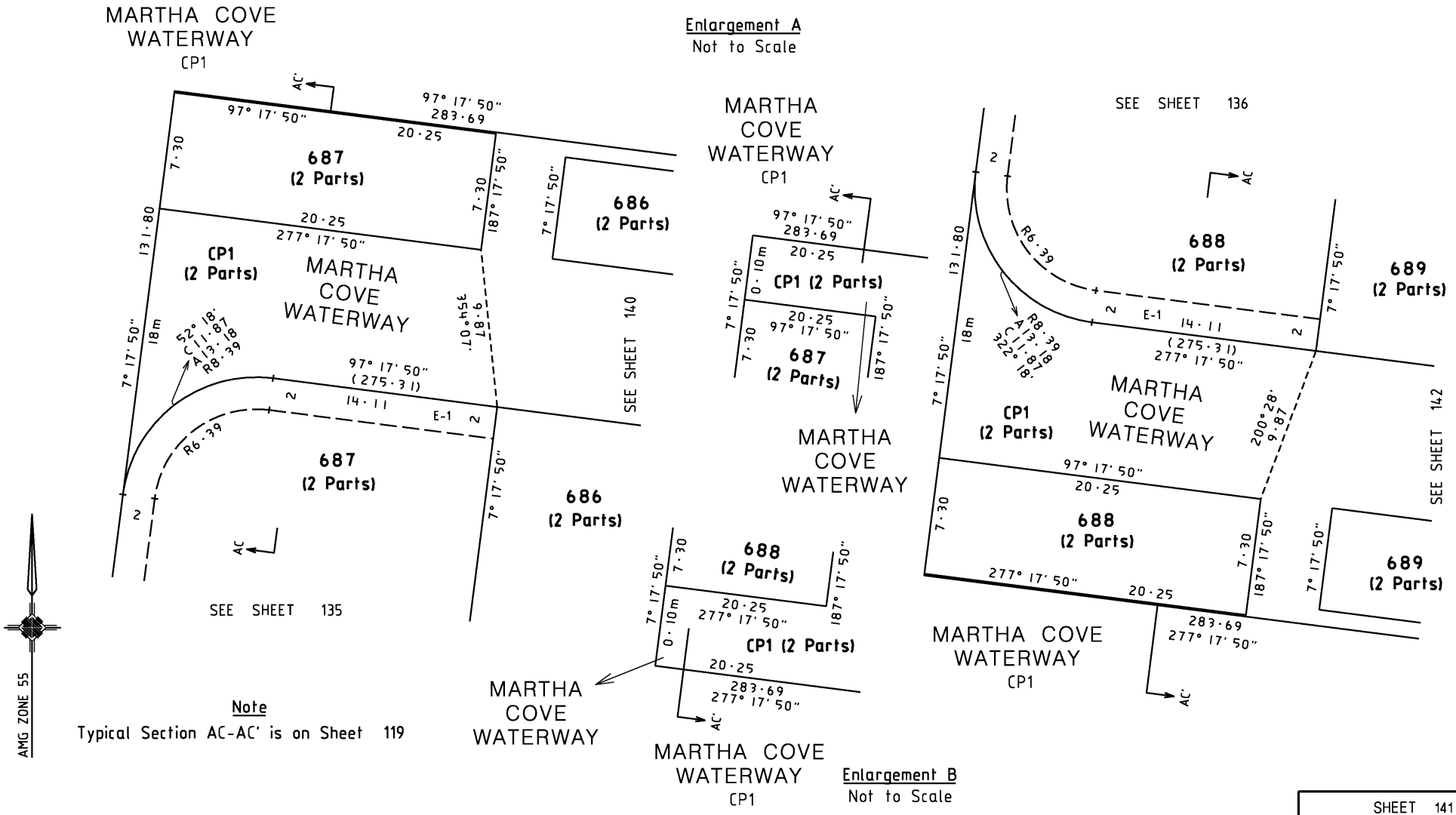
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note

Typical Section AC-AC' is on Sheet 119

SHEET 141

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

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 DIGITALLY SIGNED DATE

REF 28397 VERSION

DATE / /20

COUNCIL DELEGATE SIGNATURE

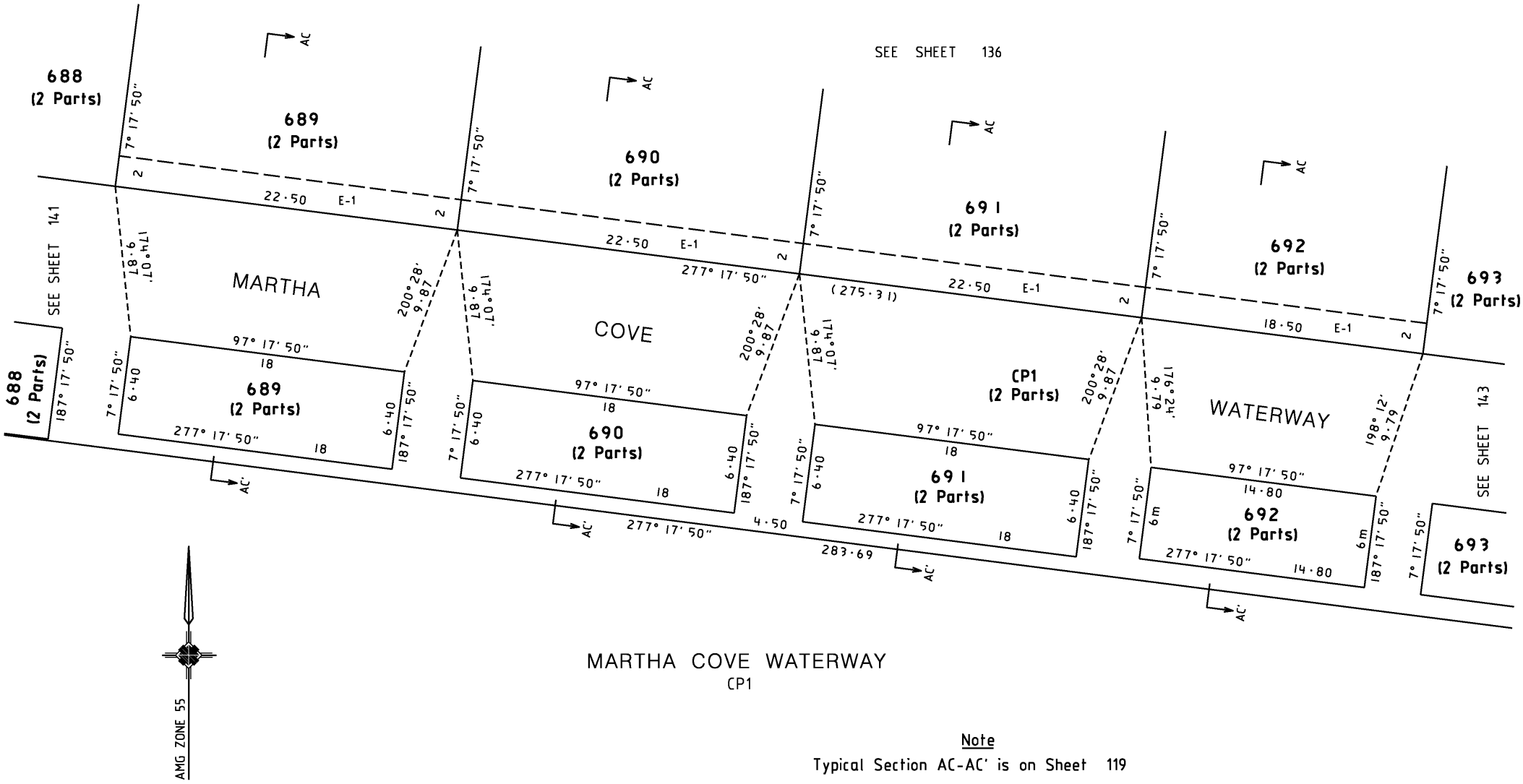
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



AMG ZONE 55

MARTHA COVE WATERWAY
CP1

Note
Typical Section AC-AC' is on Sheet 119

SHEET 142

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE: 1:250
ORIGINAL SHEET SIZE: A3

SCALE
0 2.5 5 7.5 10 12.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

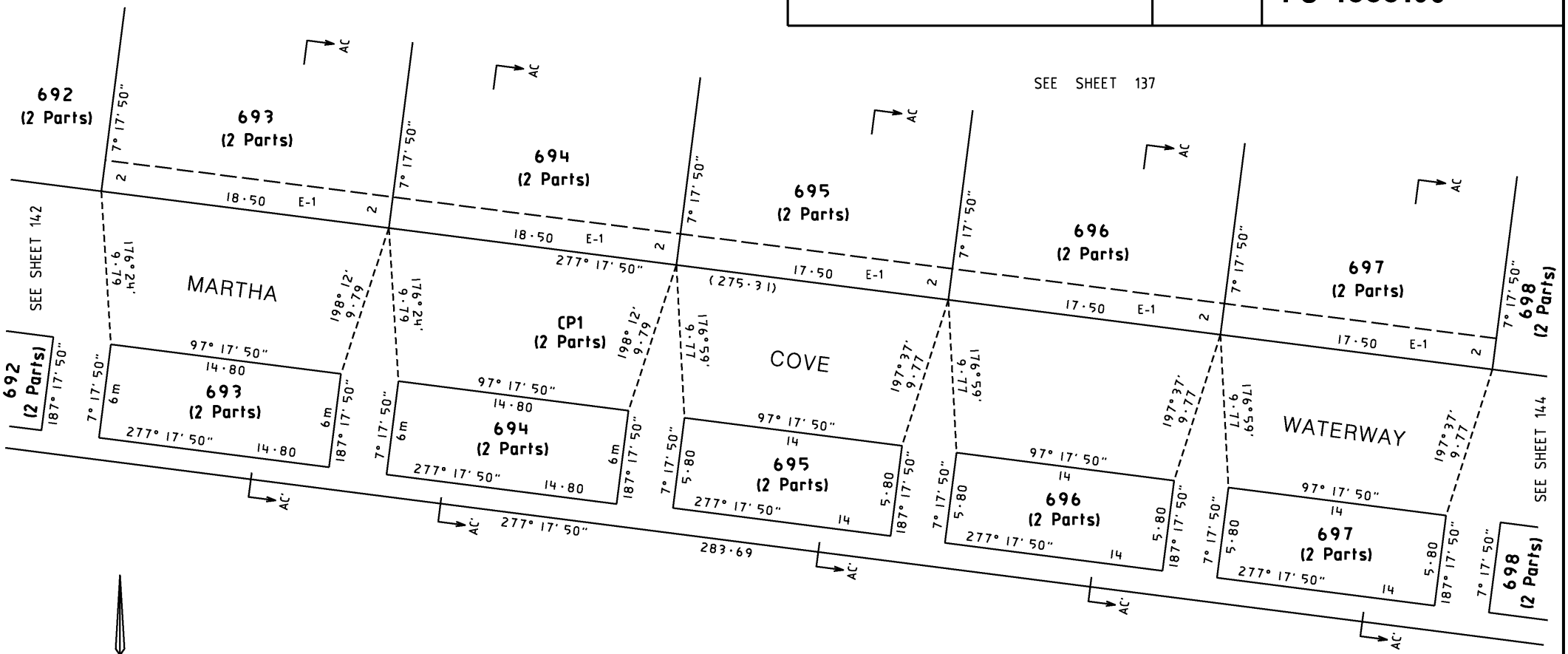
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



AMG ZONE 55

MARTHA COVE WATERWAY
CP1

Note
Typical Section AC-AC' is on Sheet 119

SHEET 143

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	ORIGINAL 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 DIGITALLY SIGNED DATE
REF 28397 VERSION

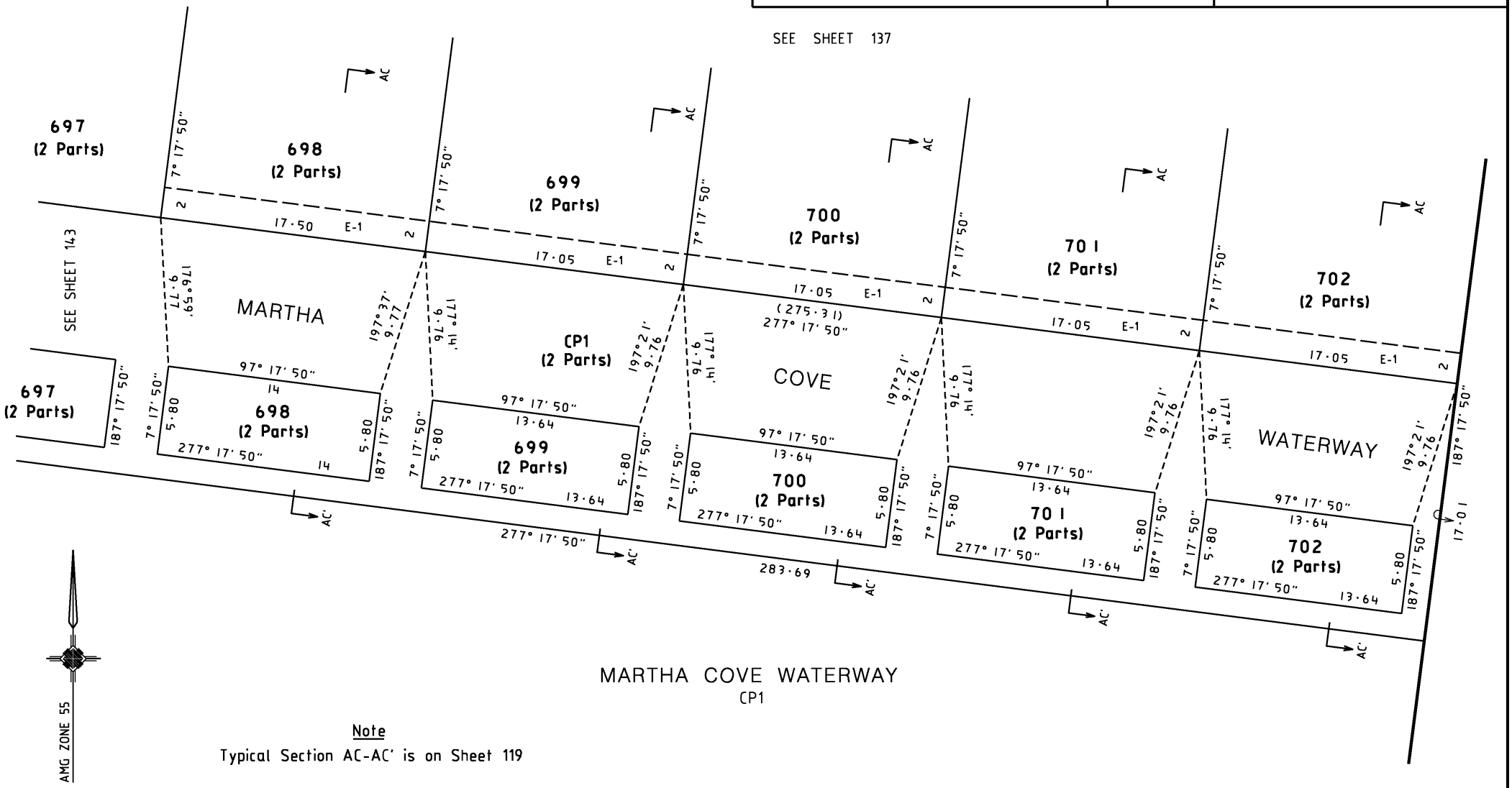
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



MARTHA COVE WATERWAY
CP1

Note
Typical Section AC-AC' is on Sheet 119

SHEET 144

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1 : 250	A3

SCALE
0 2.5 5 7.5 10 12.5
LENGTHS ARE IN METRES

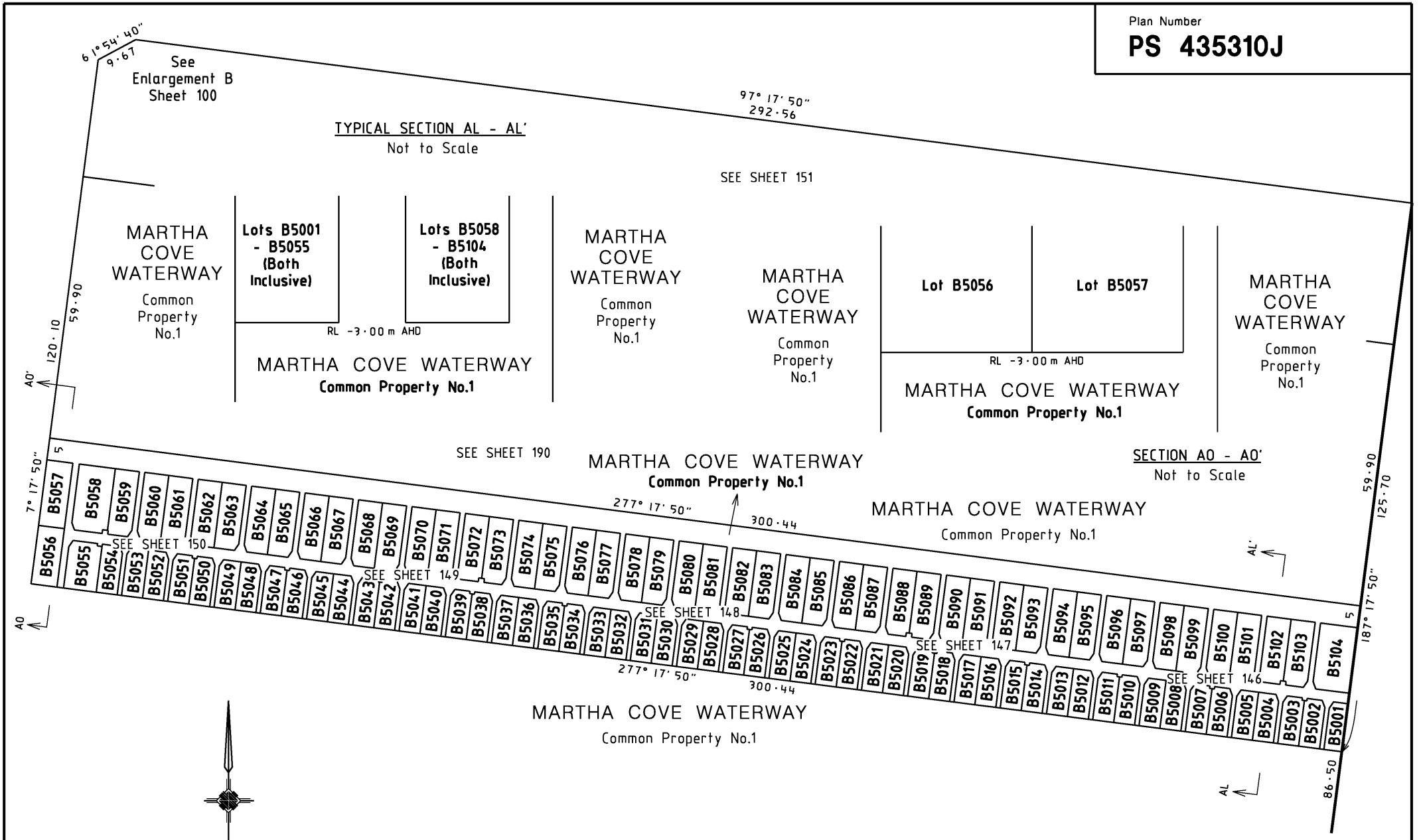
LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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Plan Number
PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

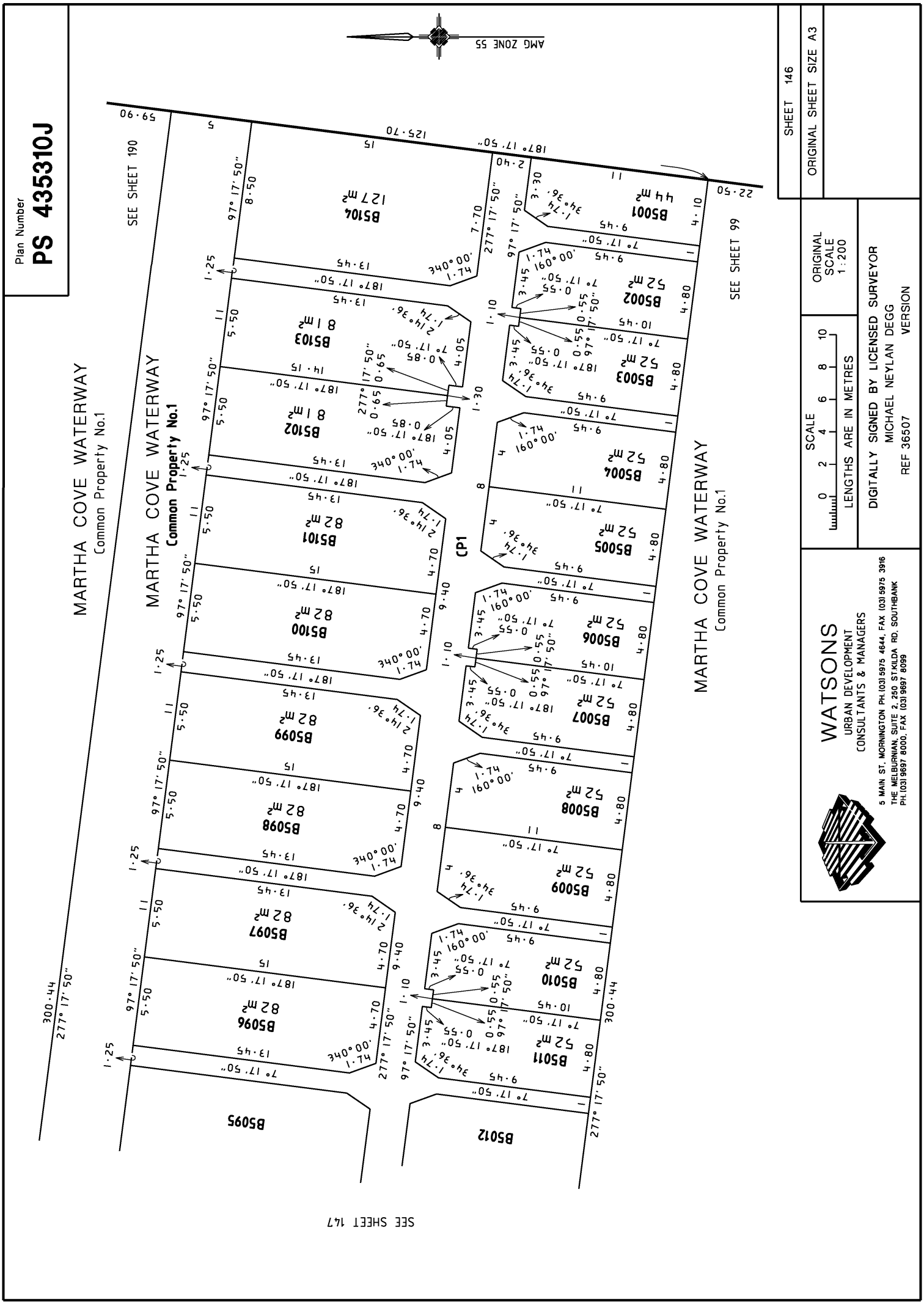
SCALE
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LENGTHS ARE IN METRES

ORIGINAL SCALE 1:800

DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

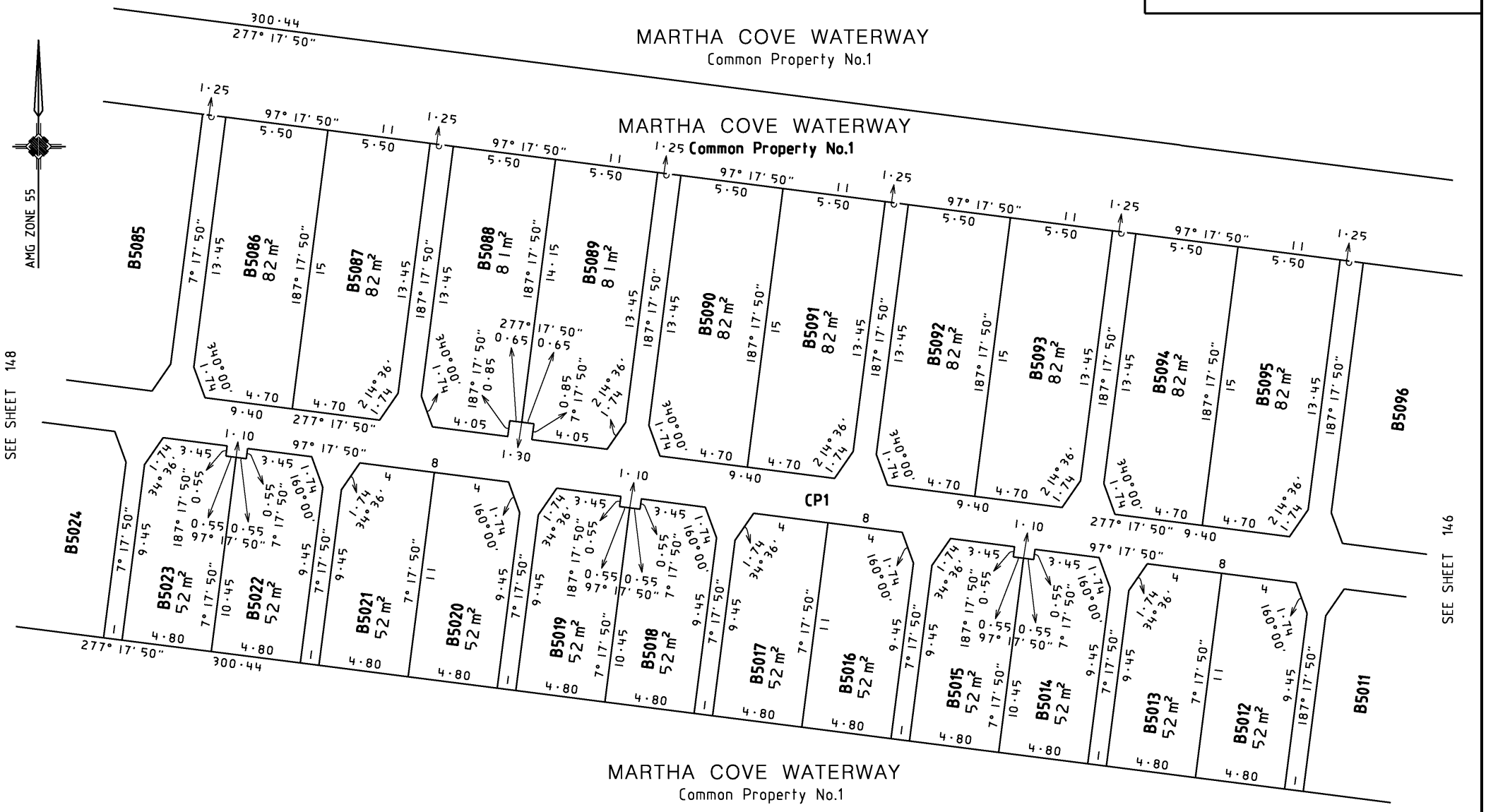
SHEET 145
ORIGINAL SHEET SIZE A3

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Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200

DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

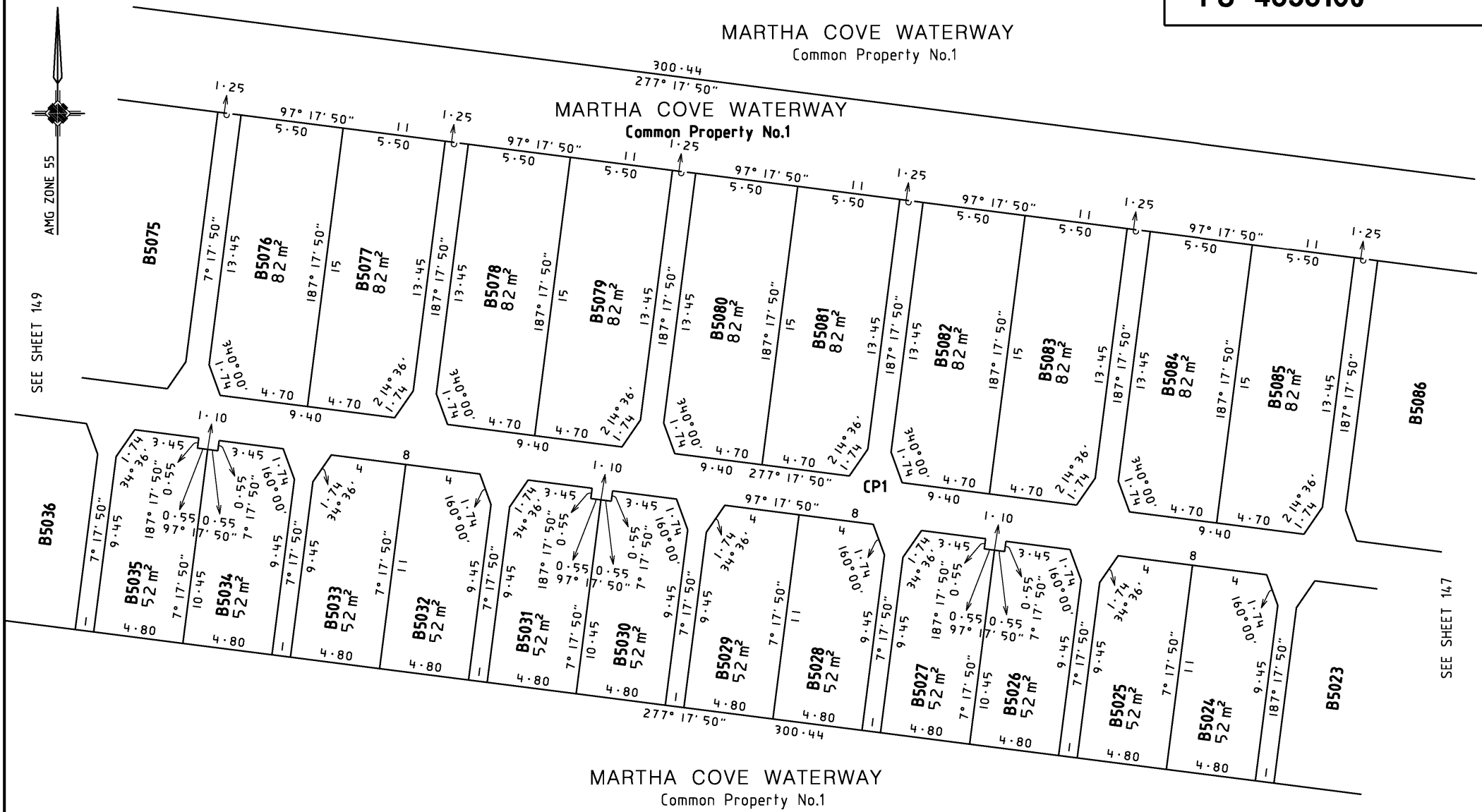
SHEET 147

ORIGINAL SHEET SIZE A3

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Plan Number

PS 435310J



MARTHA COVE WATERWAY
Common Property No.1

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200

DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

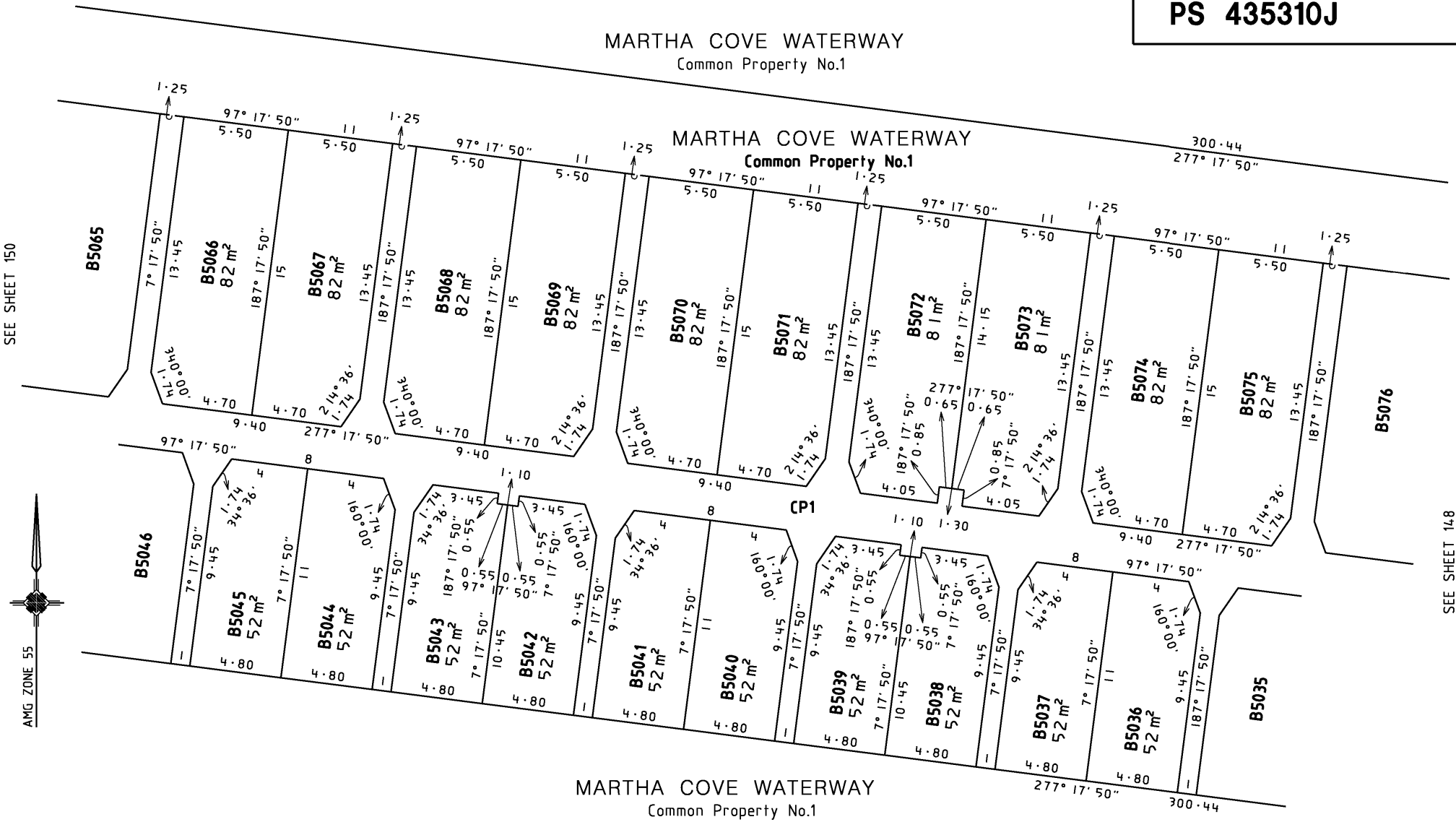
SHEET 148

ORIGINAL SHEET SIZE A3

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Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200

DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

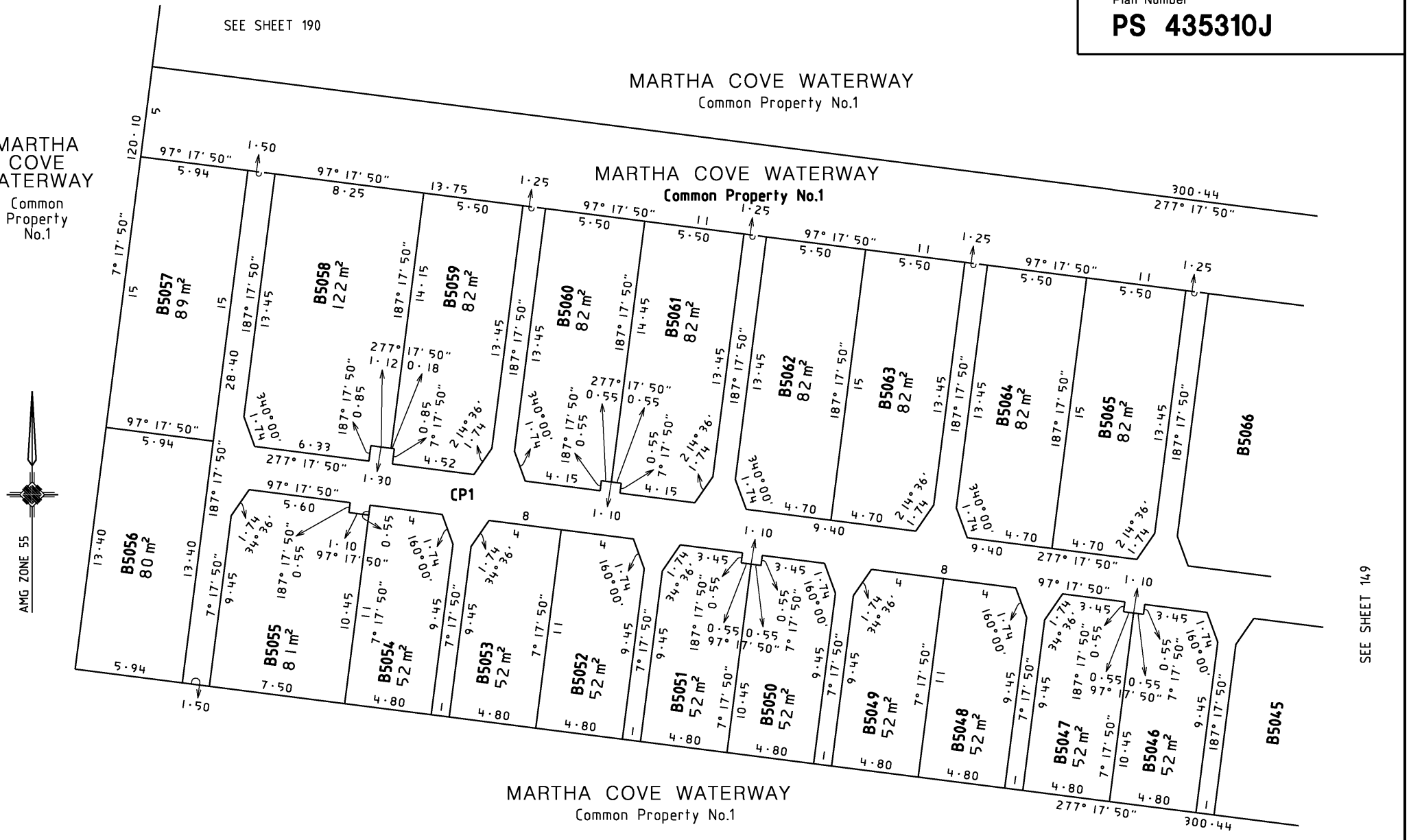
SHEET 149

ORIGINAL SHEET SIZE A3

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Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200

DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

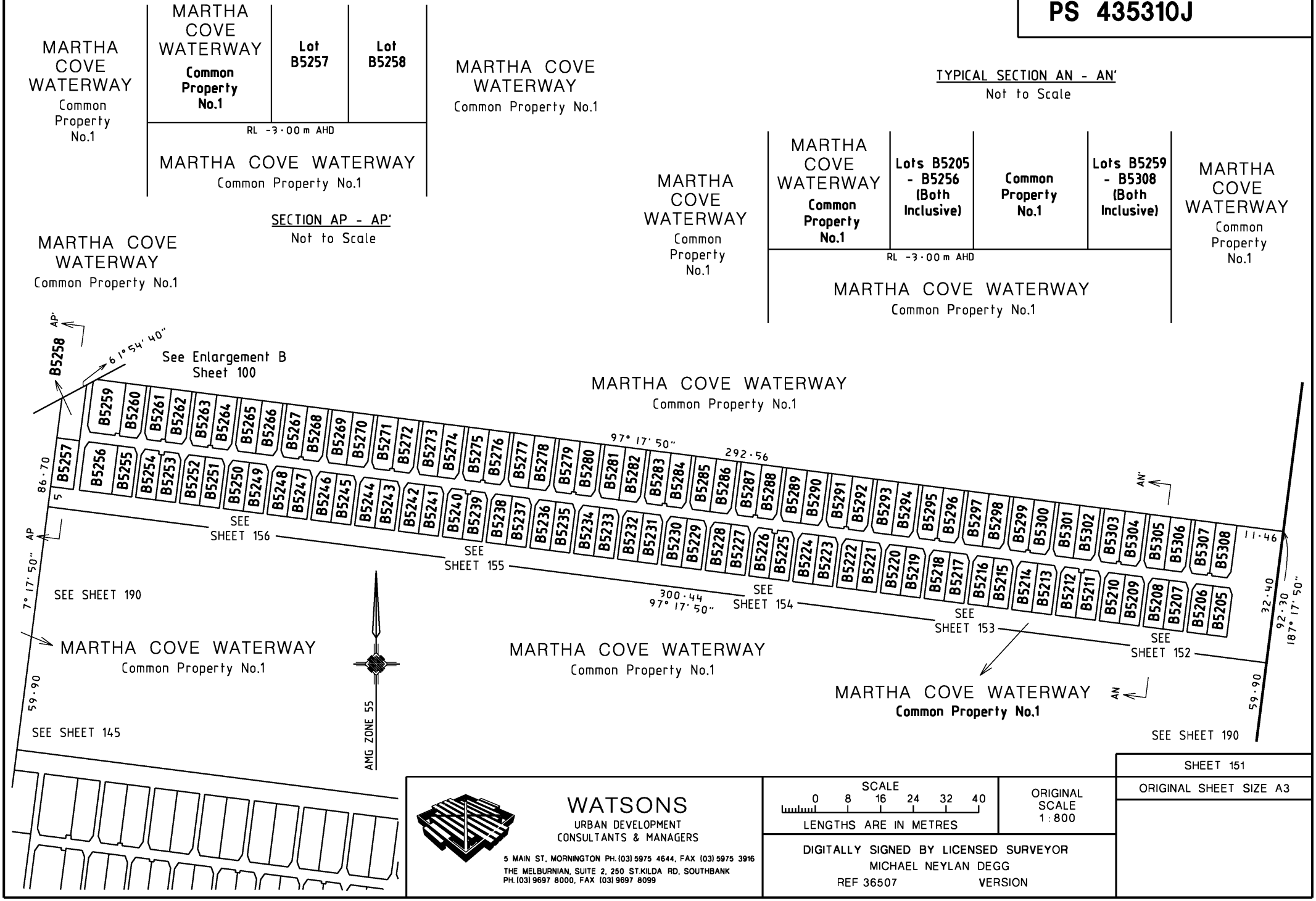
SHEET 150

ORIGINAL SHEET SIZE A3

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Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE
0 8 16 24 32 40
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:800

DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

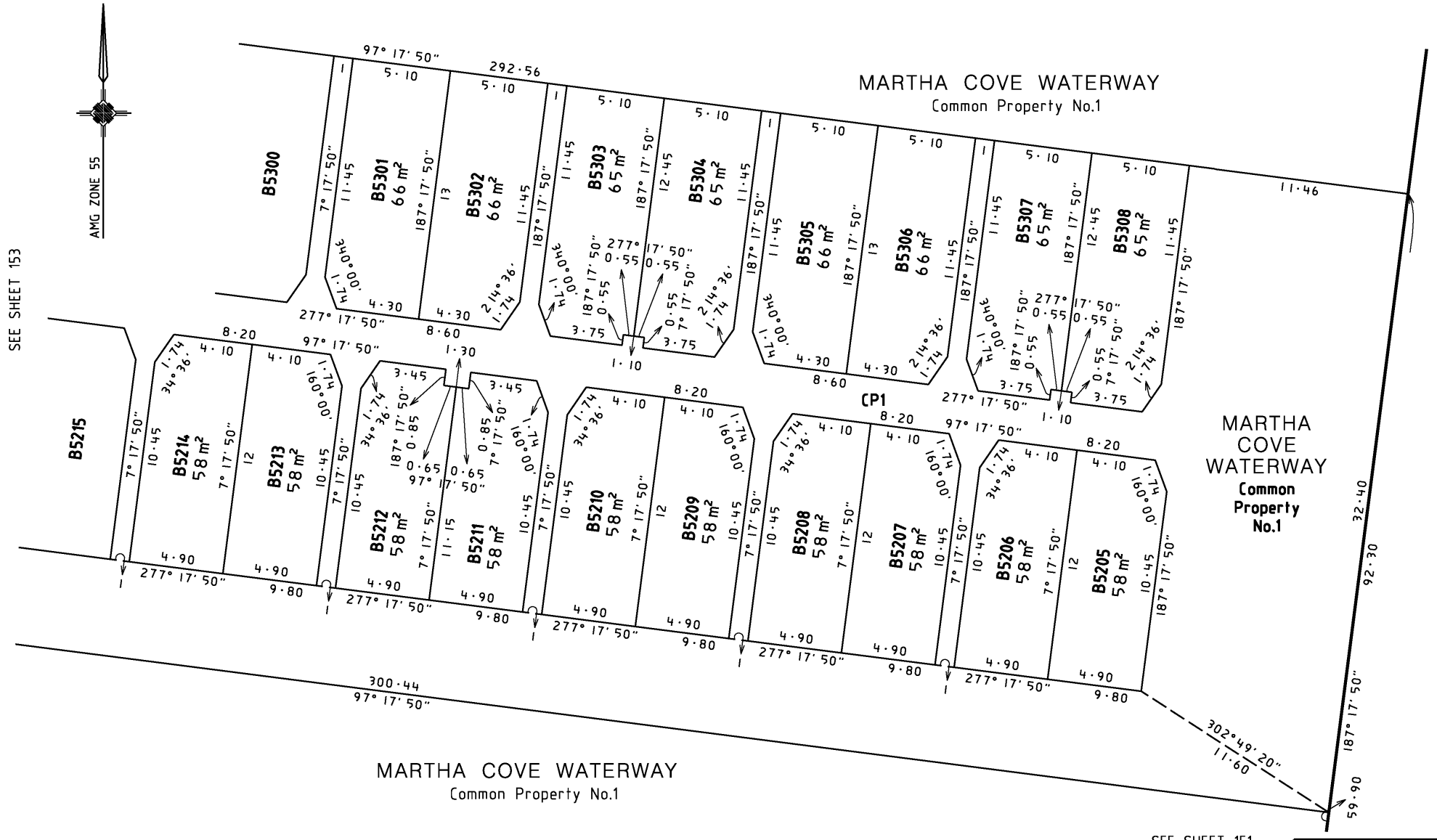
SHEET 151

ORIGINAL SHEET SIZE A3

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Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200

DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

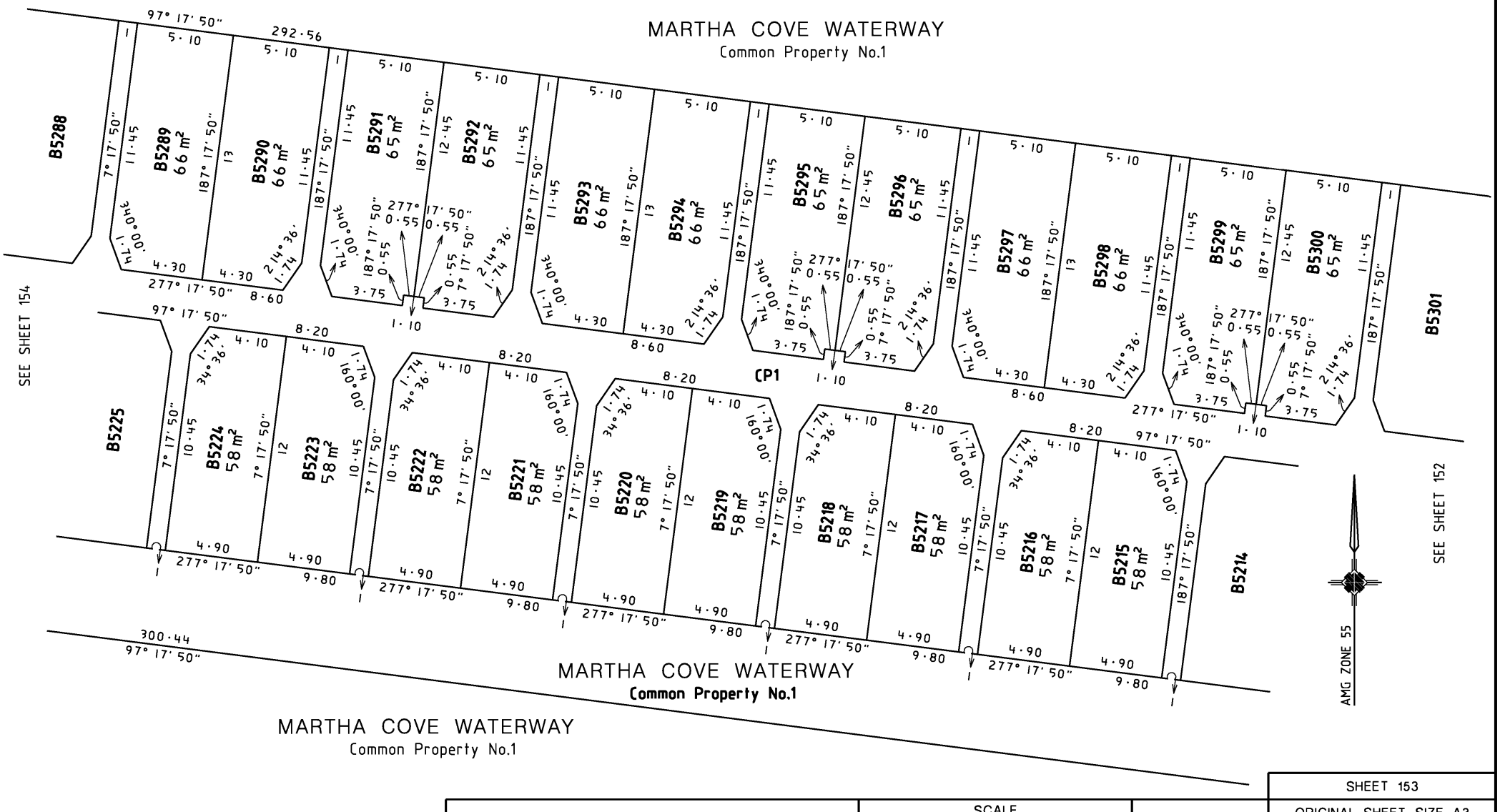
SHEET 152

ORIGINAL SHEET SIZE A3

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Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200

DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

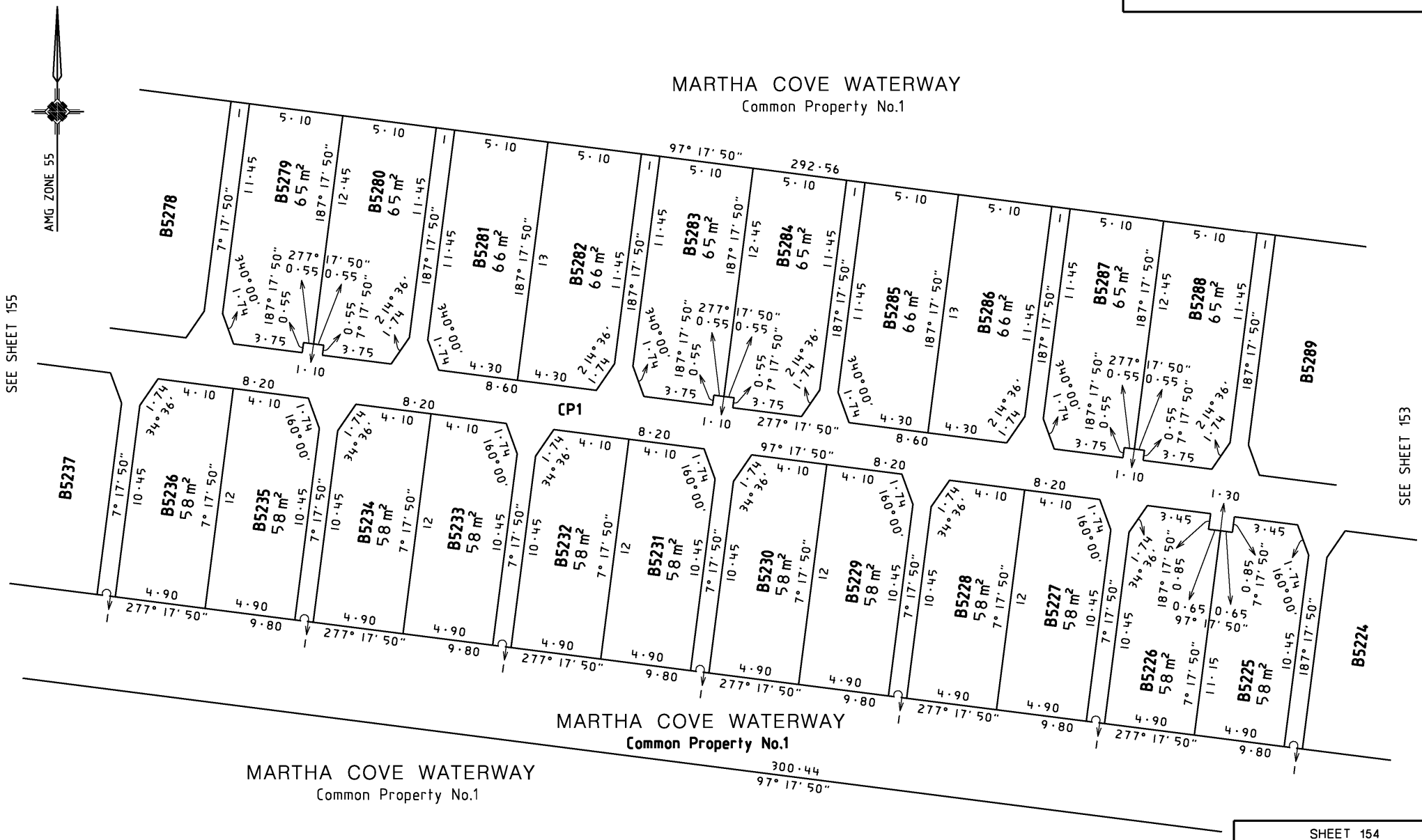
SHEET 153

ORIGINAL SHEET SIZE A3

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Plan Number

PS 435310J



SHEET 154

ORIGINAL SHEET SIZE A3

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

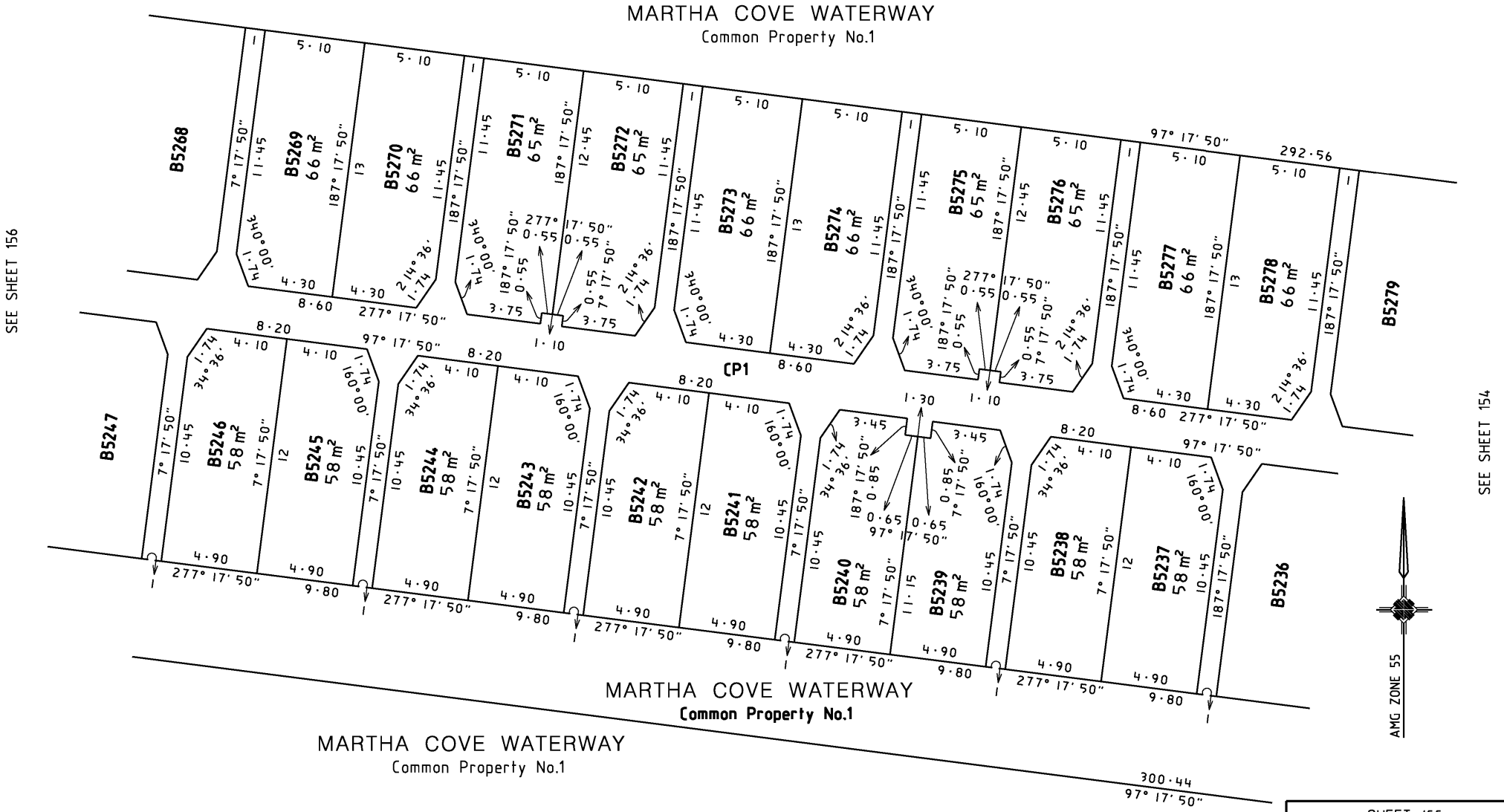
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DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

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Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200

DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

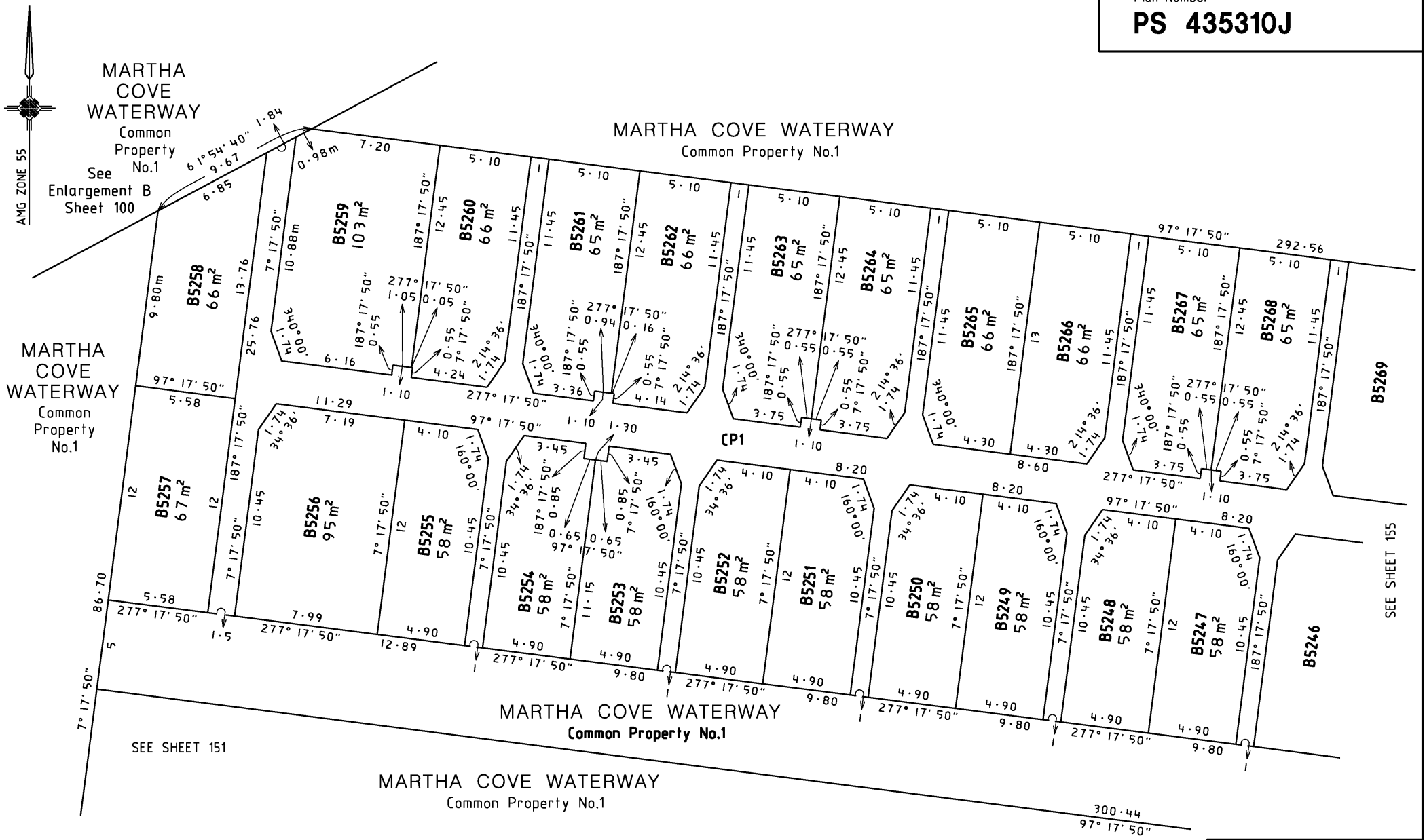
SHEET 155

ORIGINAL SHEET SIZE A3

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Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200

DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

SHEET 156

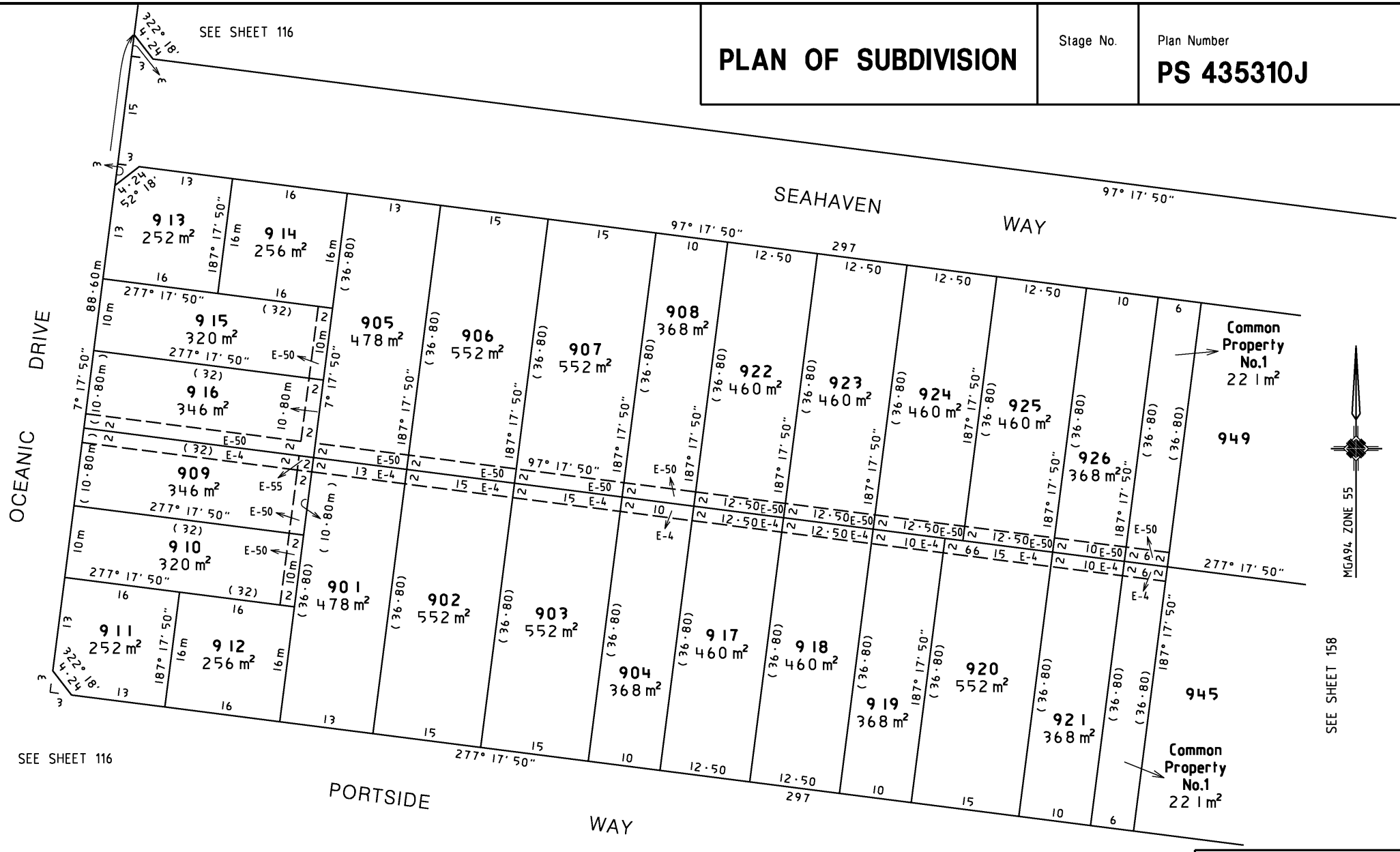
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 157

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE: 1:500
ORIGINAL SHEET SIZE: A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 35946 VERSION

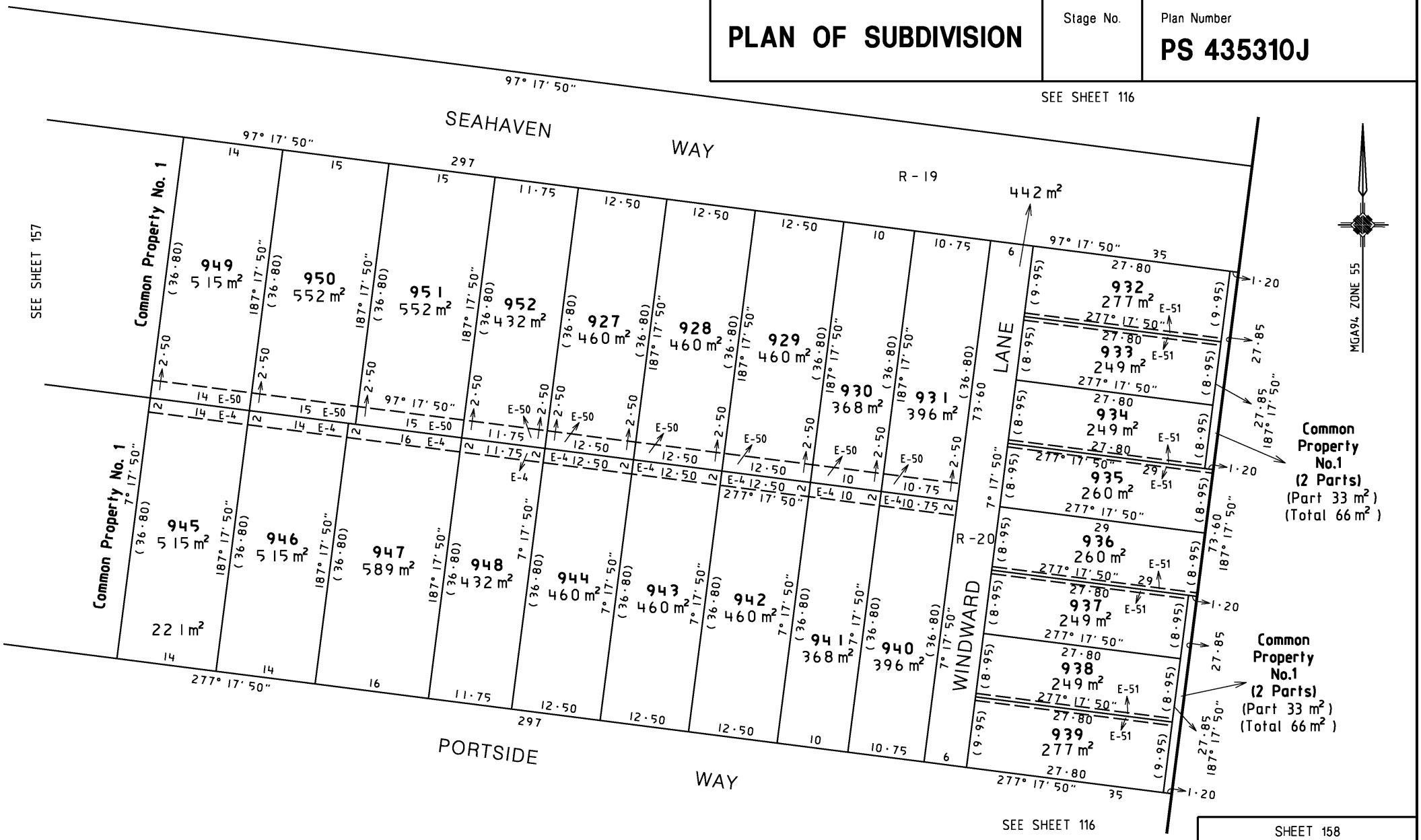
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 158

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE: 1:500 | SHEET SIZE: A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 35946 VERSION

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

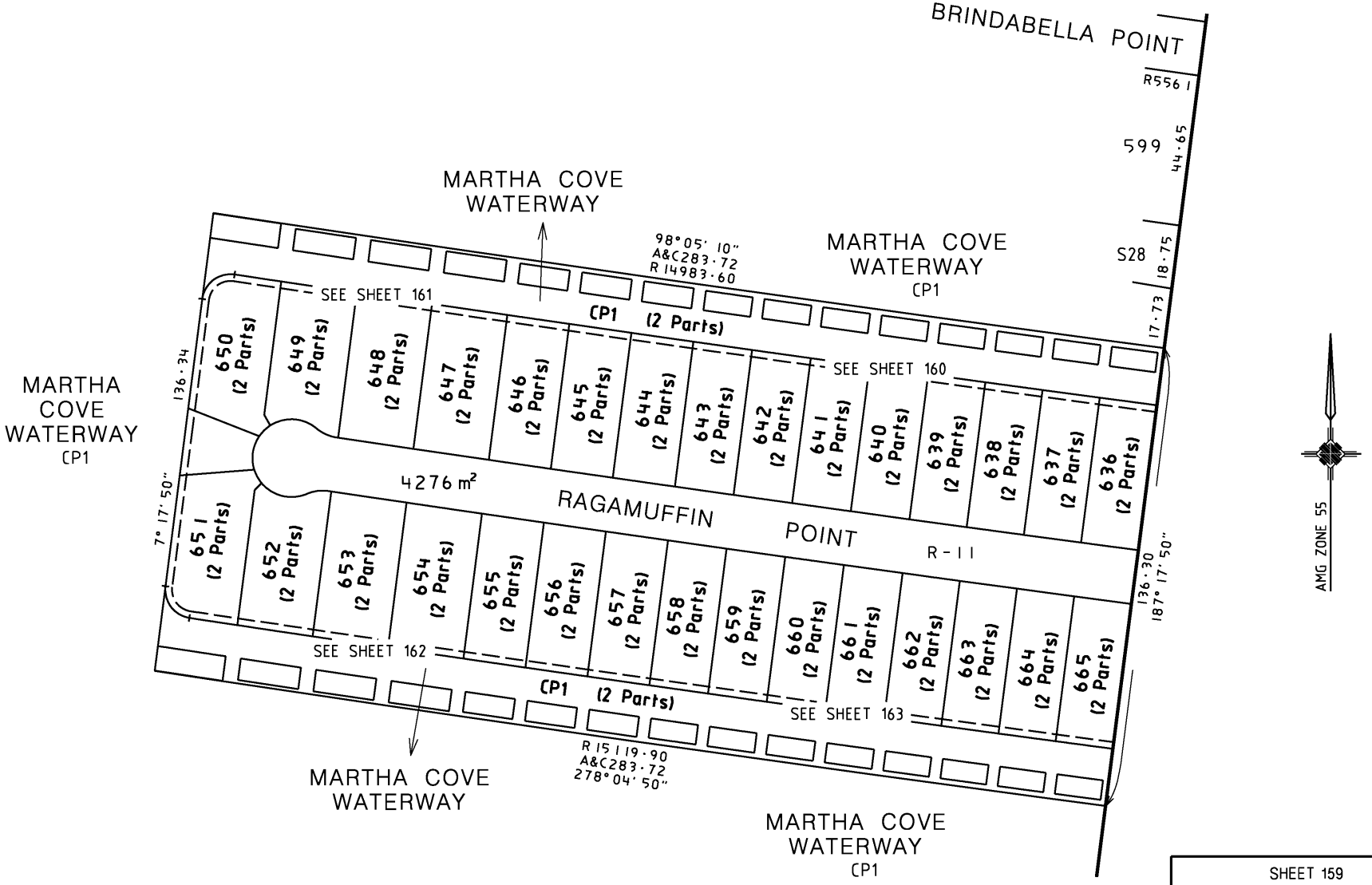
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



SHEET 159

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBANK PH (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE 1 : 1250 | SHEET SIZE A3

SCALE

0 12.5 25 37.5 50 62.5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE

SIGNATURE DIGITALLY SIGNED DATE

REF 28397 VERSION

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

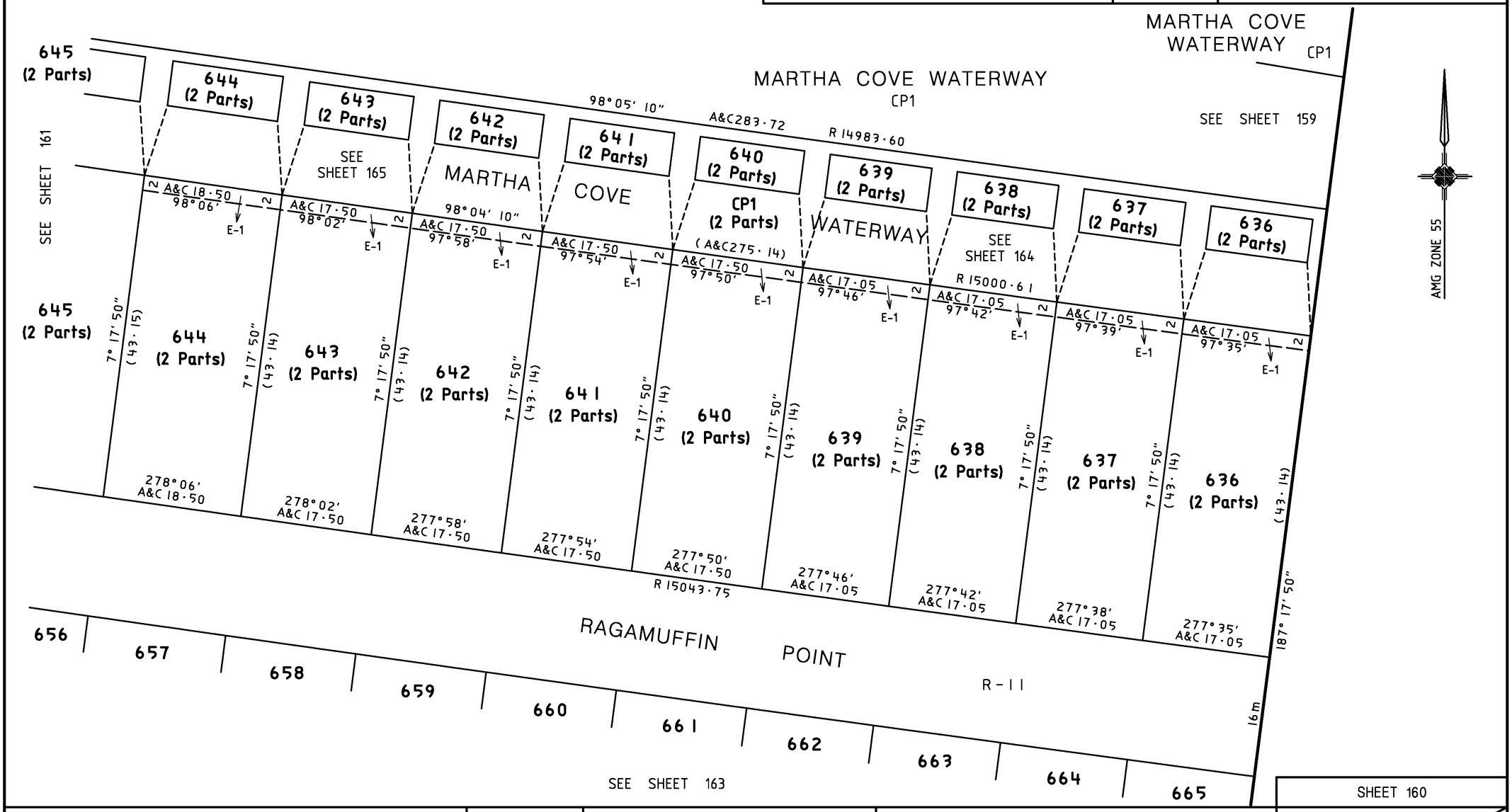
Delivered by LANDATA®, timestamp 17/11/2022 15:29 Page 159 of 272

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE: 1:500 | SHEET SIZE: A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE

SIGNATURE DIGITALLY SIGNED DATE

REF 28397 VERSION

SHEET 160

DATE / /20

COUNCIL DELEGATE SIGNATURE

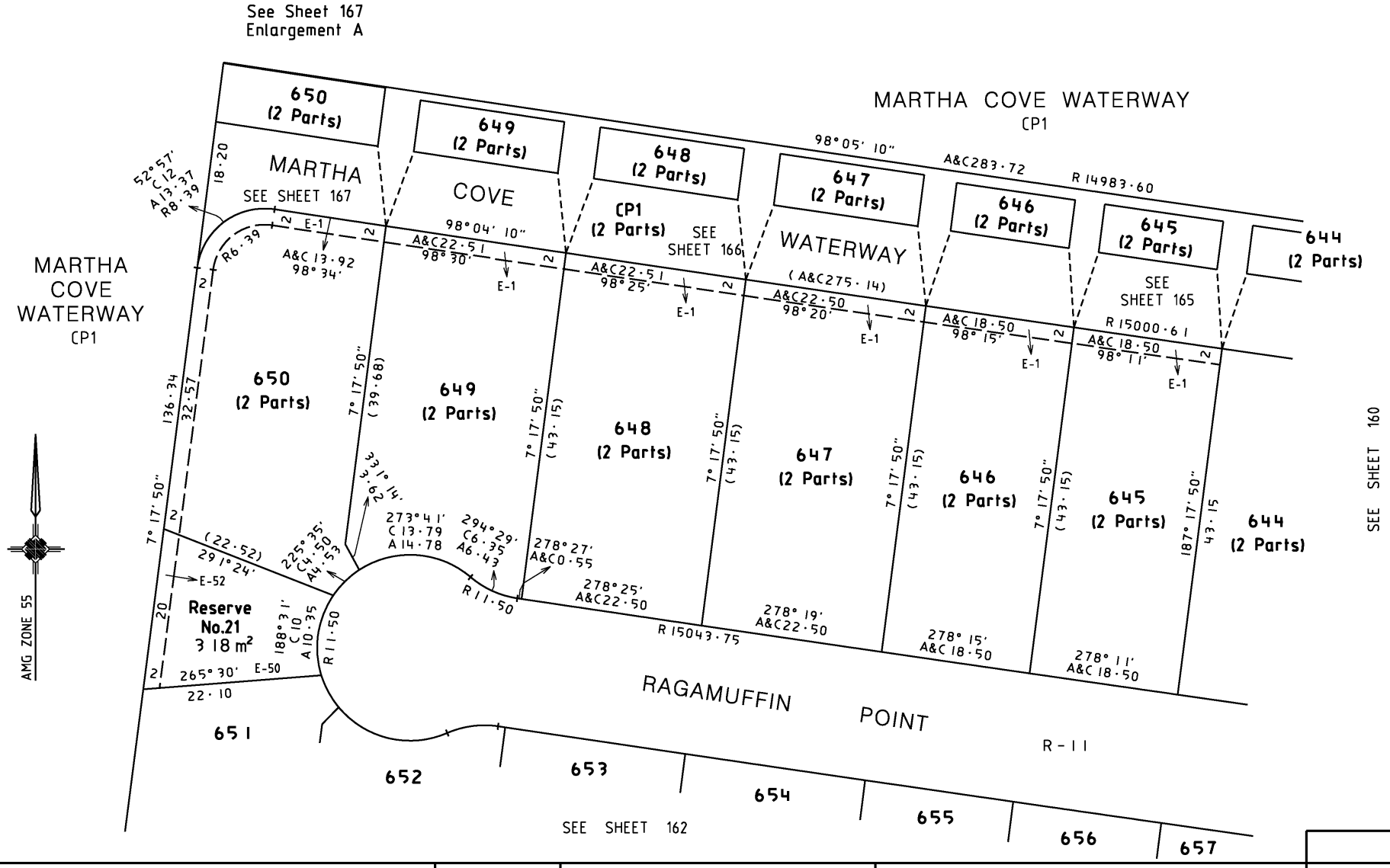
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL
SCALE 1:500
SHEET SIZE A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

SHEET 161

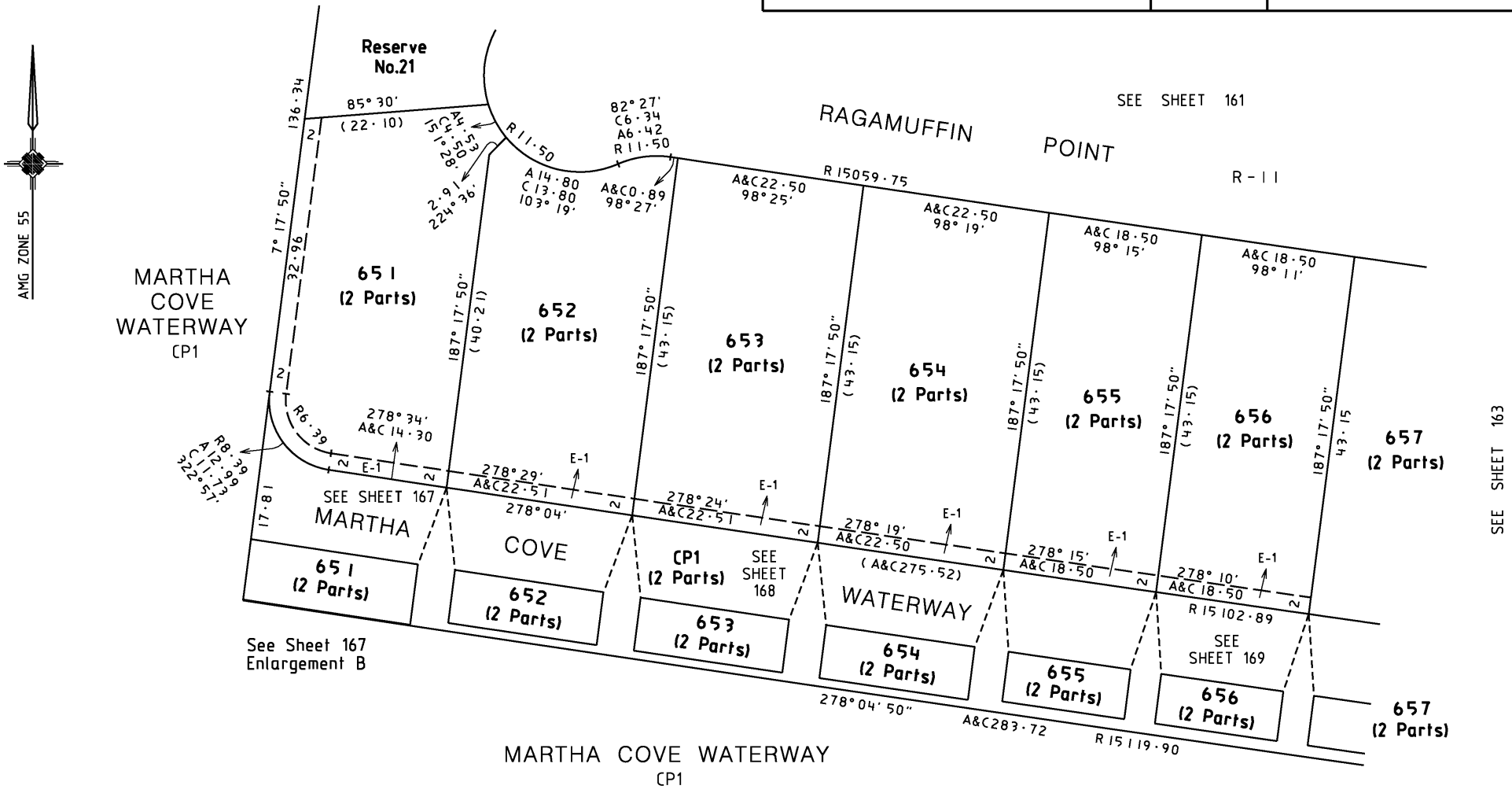
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 162

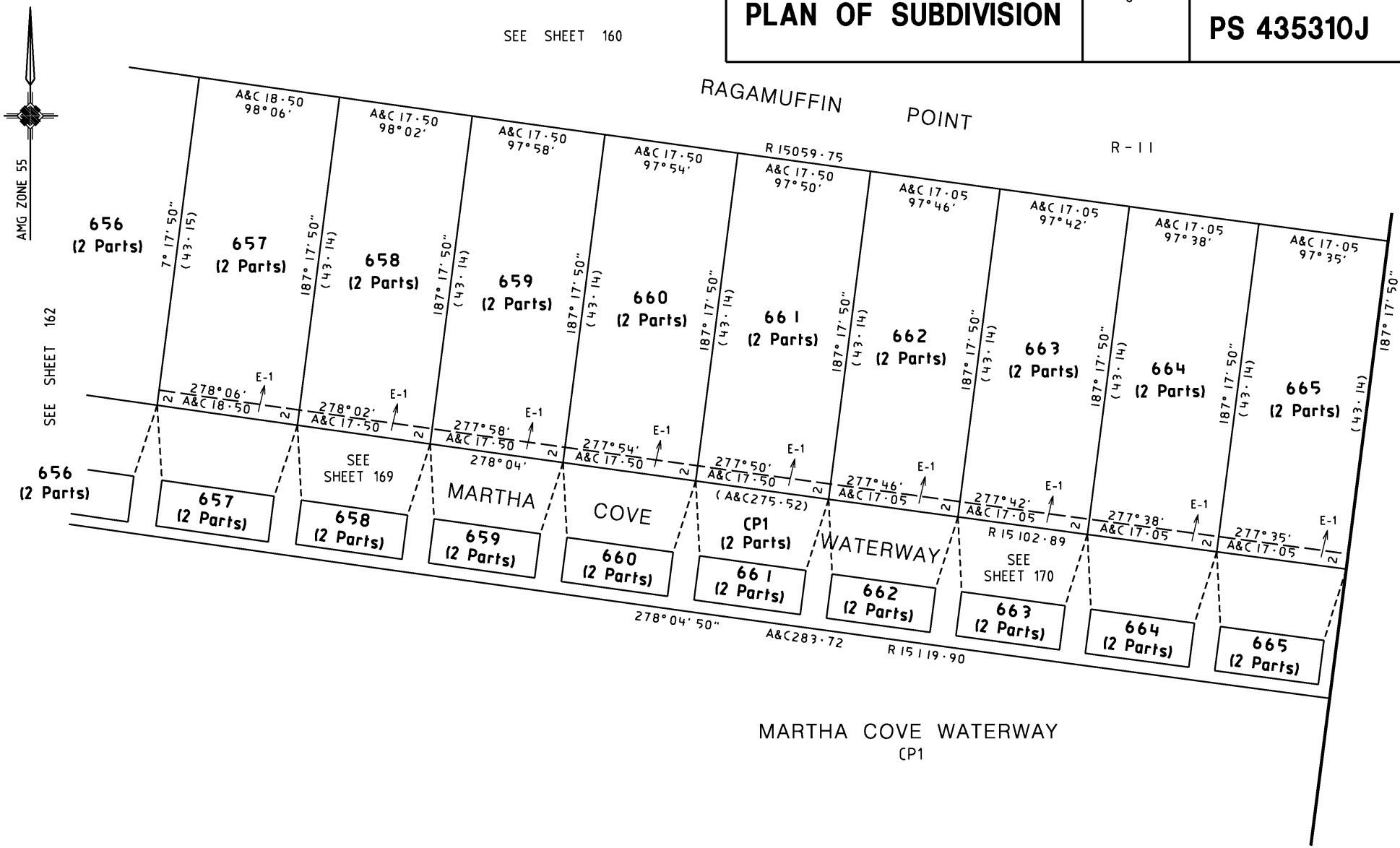
WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	ORIGINAL SCALE 1:500 / SHEET SIZE A3	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE SIGNATURE DIGITALLY SIGNED DATE REF 28397 VERSION	DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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Stage No.

Plan Number
PS 435310J



SHEET 163

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE 1:500 | SHEET SIZE A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

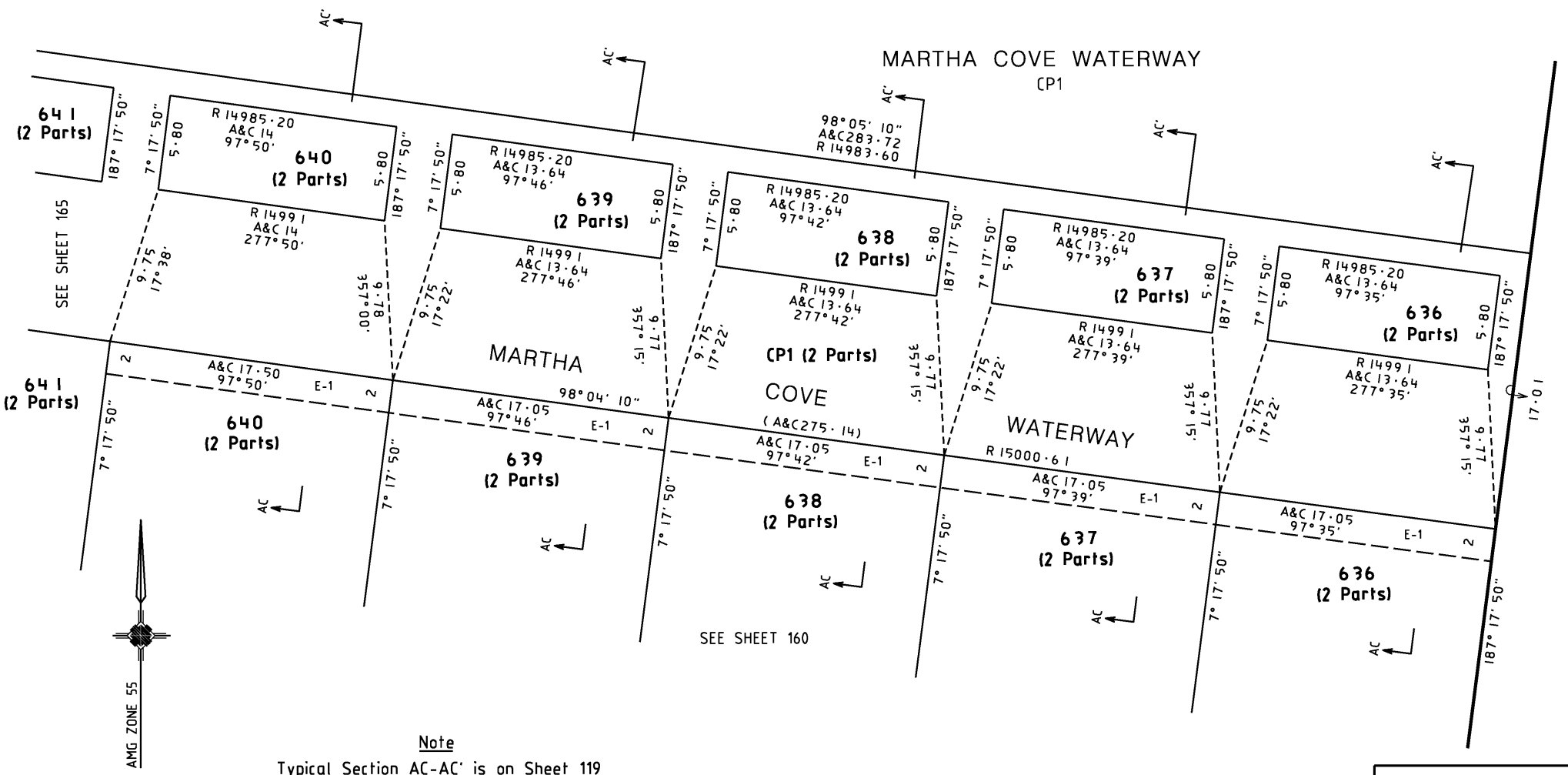
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



Note

Typical Section AC-AC' is on Sheet 119

SHEET 164

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBANK PH (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	SHEET SIZE
1 : 250	A3

SCALE

0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE

SIGNATURE DIGITALLY SIGNED DATE

REF 28397 VERSION

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

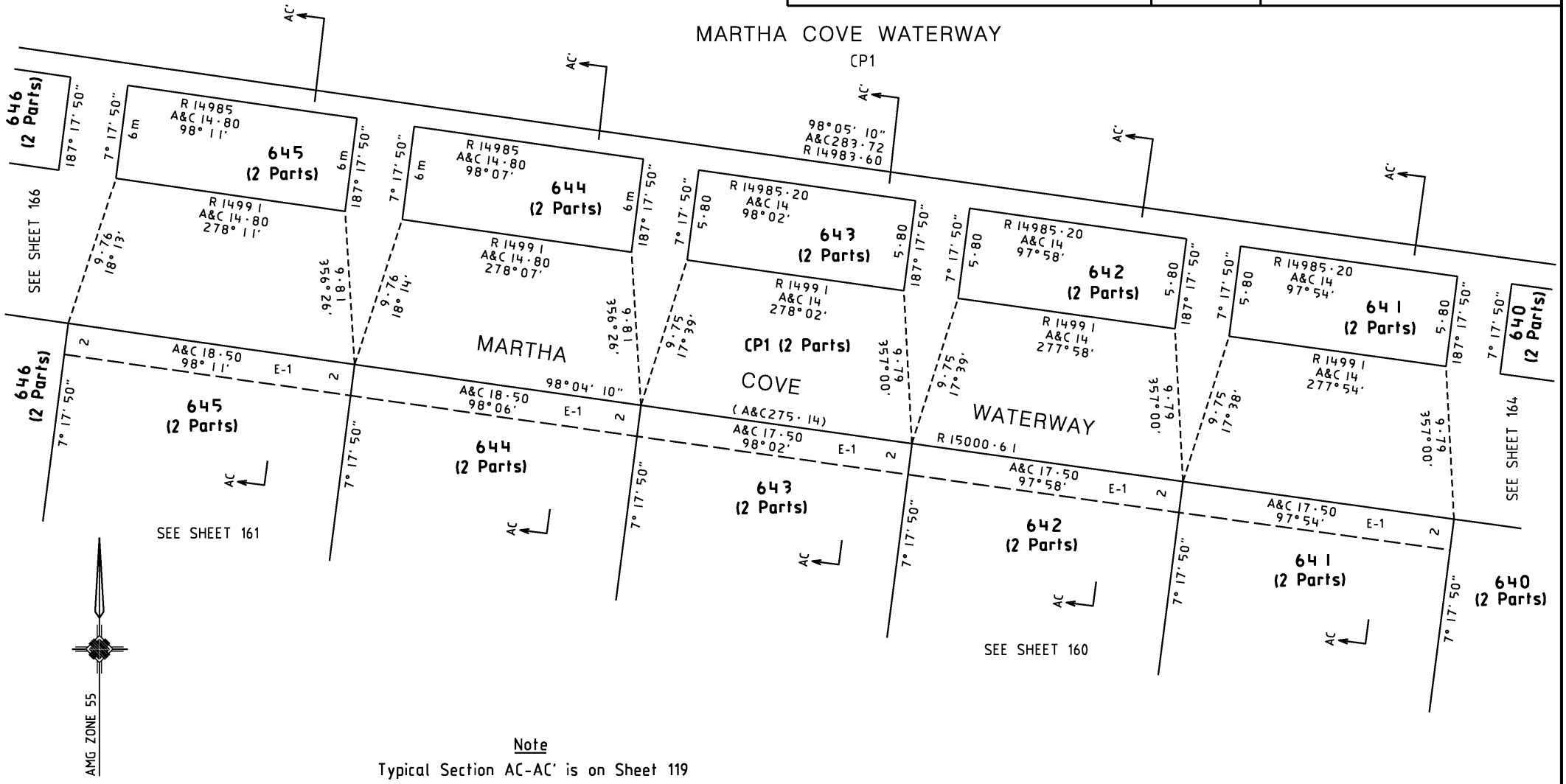
Delivered by LANDATA®, timestamp 17/11/2022 15:24 Page 164 of 272

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



Note

Typical Section AC-AC' is on Sheet 119

SHEET 165

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE 1:250 | SHEET SIZE A3

SCALE 0 2.5 5 7.5 10 12.5 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE

SIGNATURE DIGITALLY SIGNED DATE

REF 28397 VERSION

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

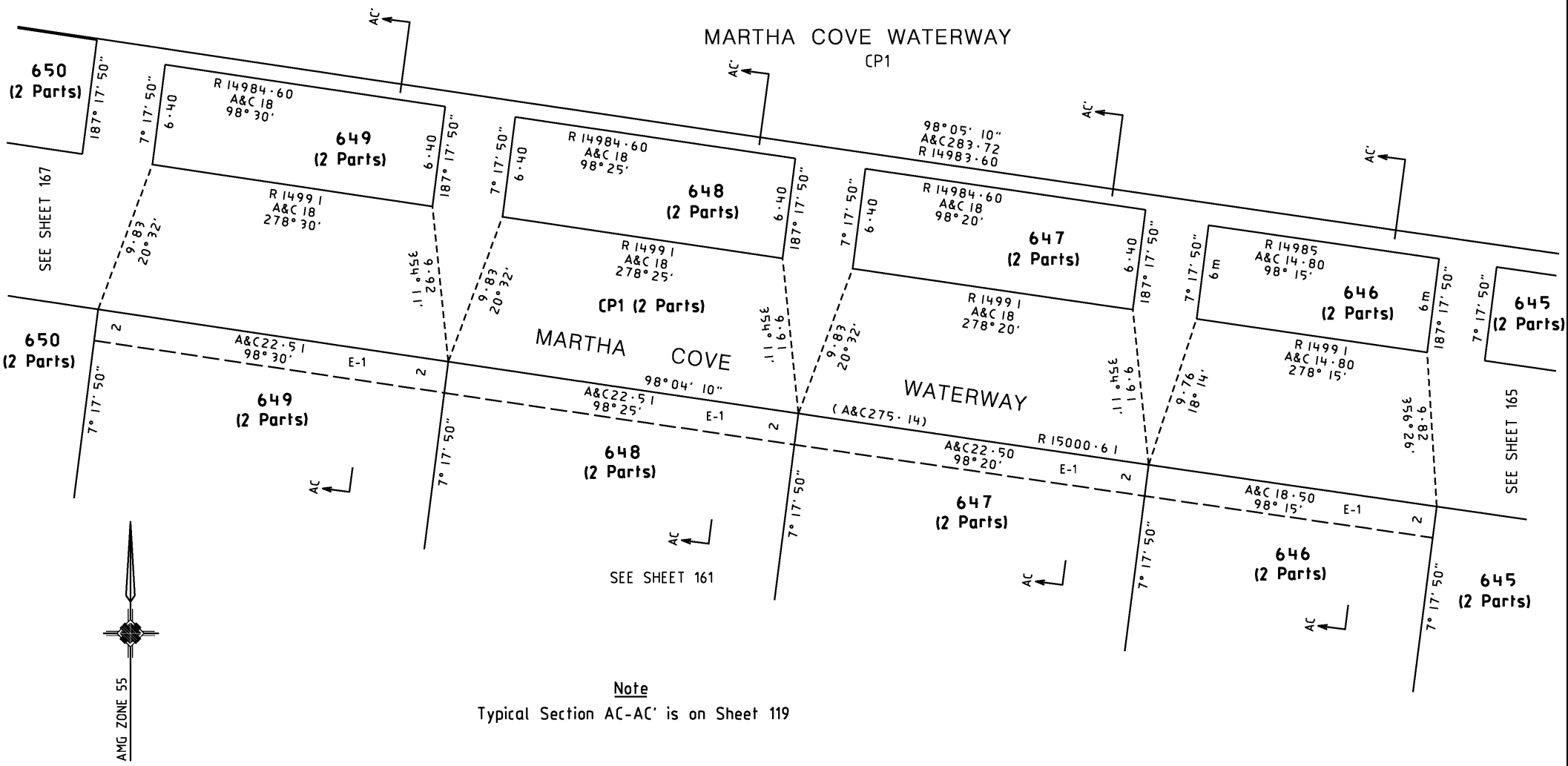
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



Note

Typical Section AC-AC' is on Sheet 119

SHEET 166

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1 : 250	A3

SCALE

0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE

SIGNATURE DIGITALLY SIGNED DATE

REF 28397 VERSION

DATE / /20

COUNCIL DELEGATE SIGNATURE

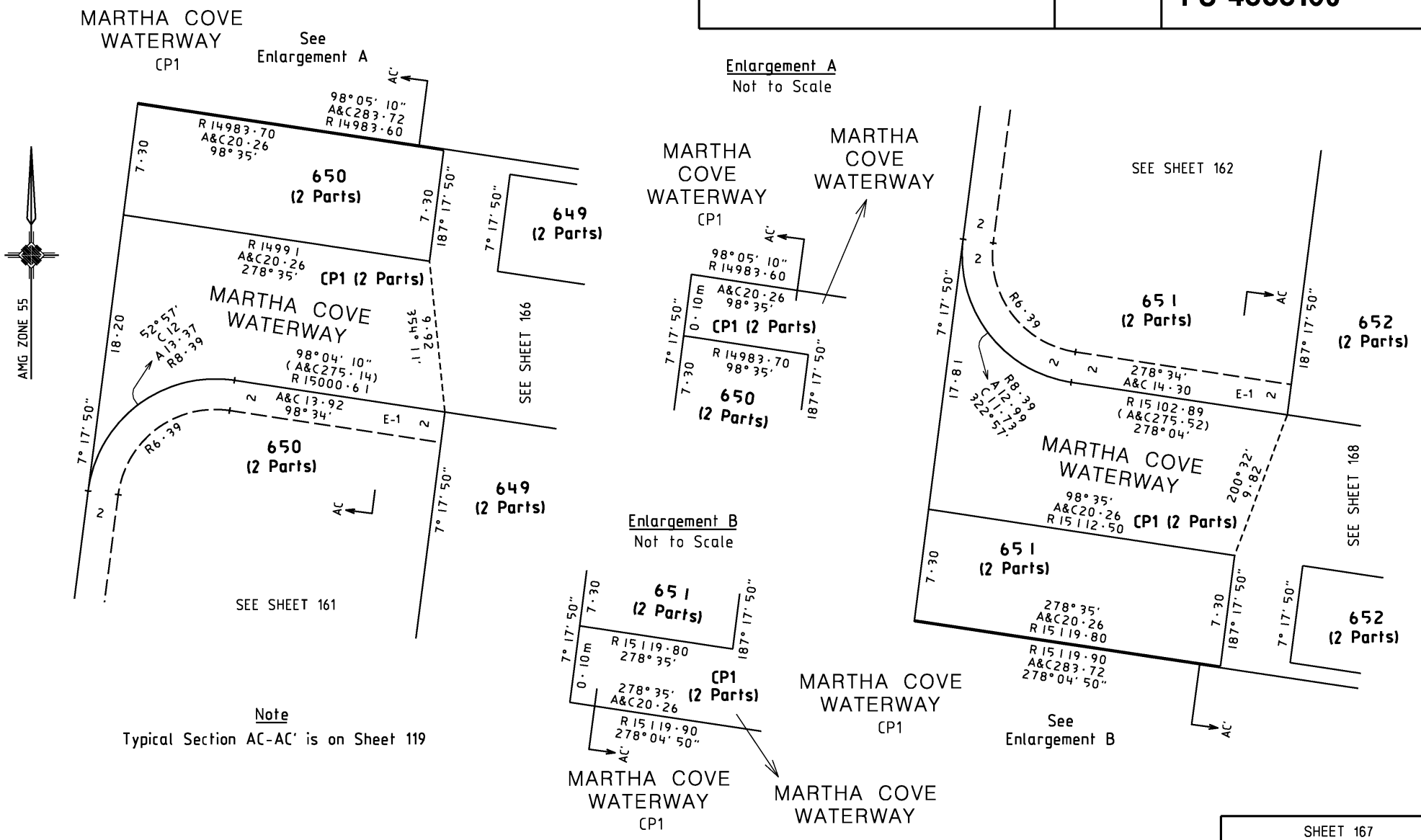
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



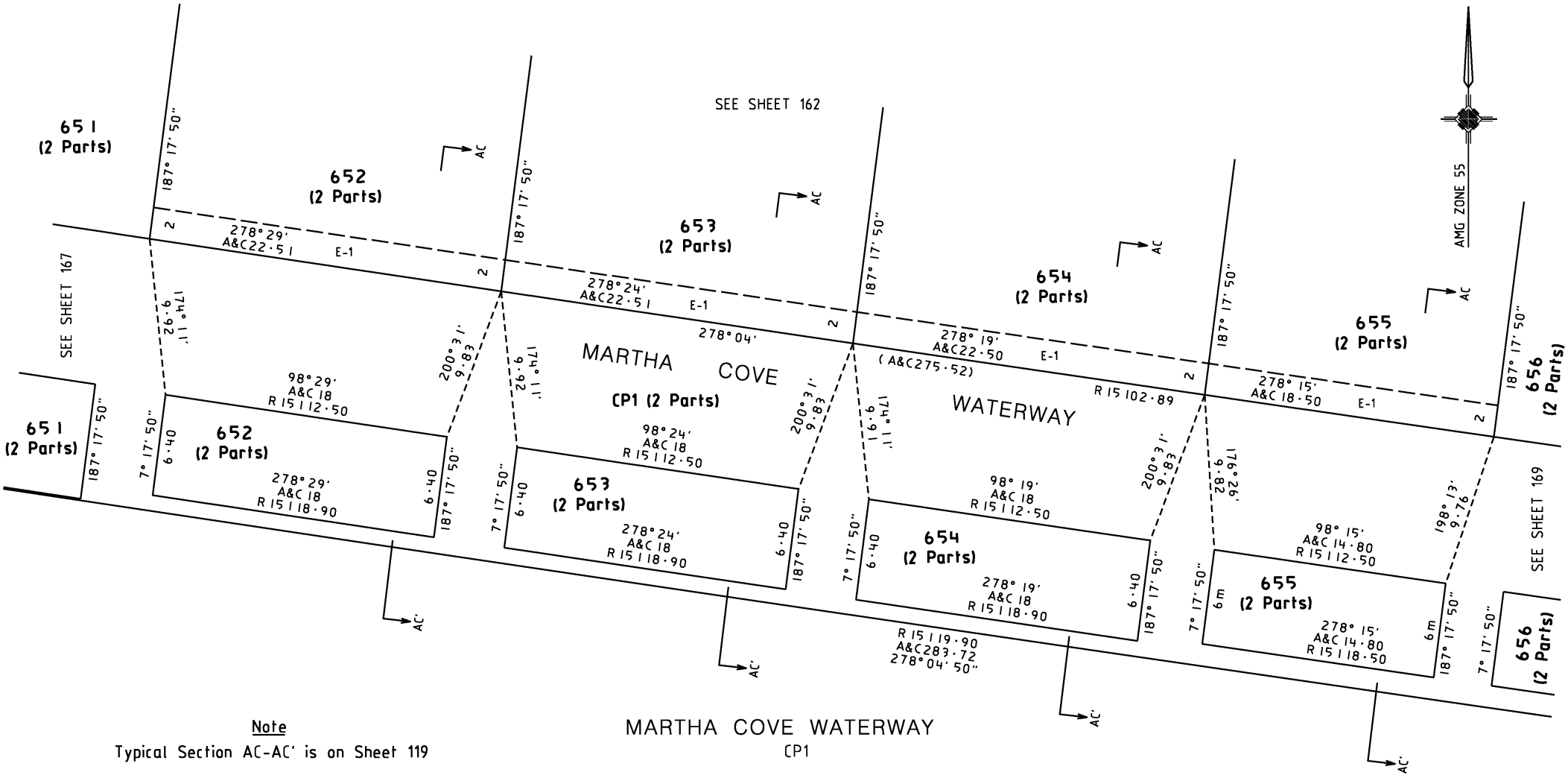
WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	ORIGINAL SCALE 1:250 SHEET SIZE A3	SCALE 0 2.5 5 7.5 10 12.5 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE SIGNATURE DIGITALLY SIGNED DATE REF 28397 VERSION	SHEET 167 DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note

Typical Section AC-AC' is on Sheet 119

MARTHA COVE WATERWAY
CP1

SHEET 168

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE 1:250 | SHEET SIZE A3

SCALE
0 2.5 5 7.5 10 12.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

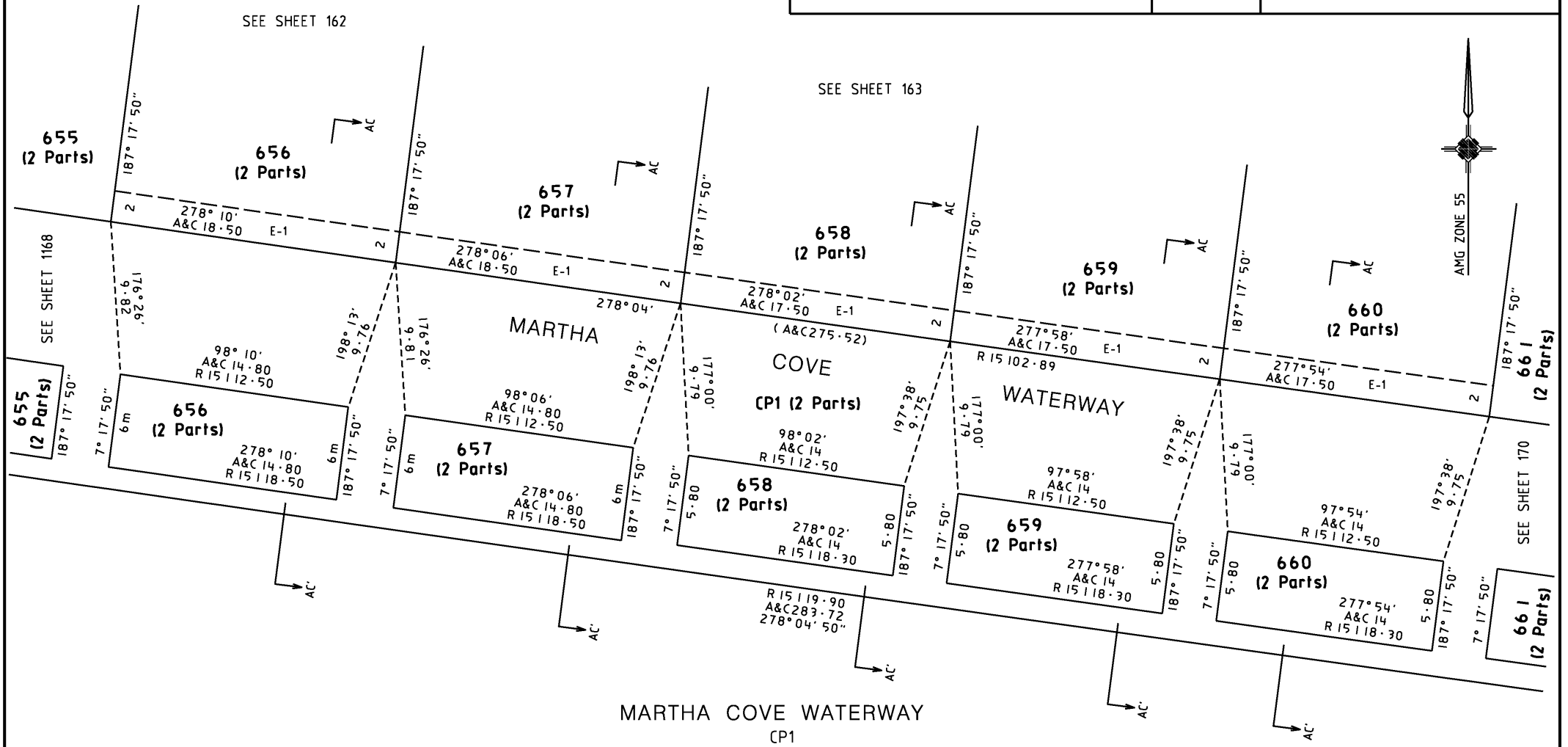
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



MARTHA COVE WATERWAY

CP1

Note

Typical Section AC-AC' is on Sheet 119

SHEET 169

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	SHEET SIZE
1 : 250	A3

SCALE

0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE

SIGNATURE DIGITALLY SIGNED DATE

REF 28397 VERSION

DATE / /20

COUNCIL DELEGATE SIGNATURE

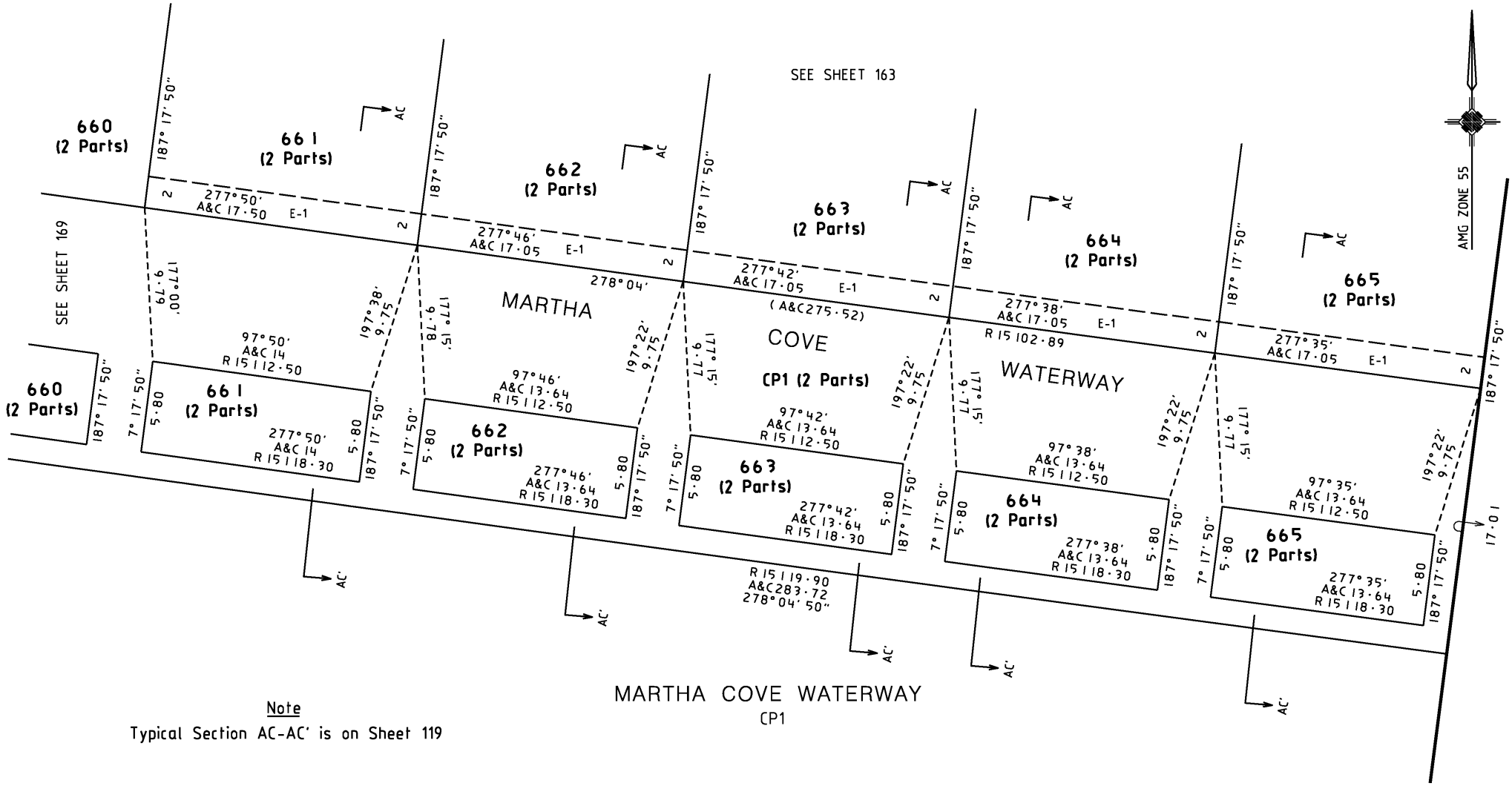
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



MARTHA COVE WATERWAY
CP1

Note
Typical Section AC-AC' is on Sheet 119

SHEET 170

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE 1:250 | SHEET SIZE A3

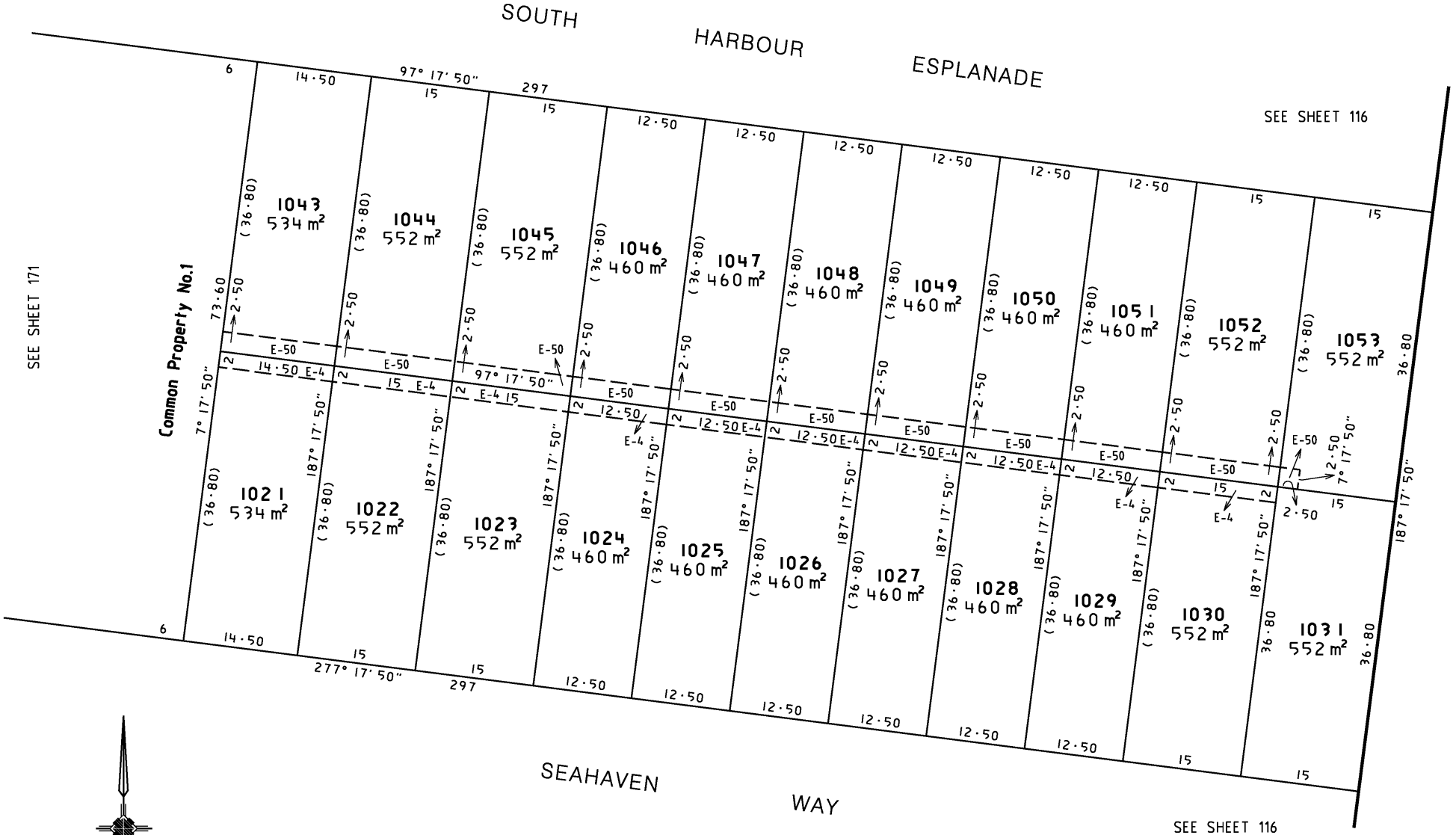
SCALE
0 2.5 5 7.5 10 12.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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AMG ZONE 55

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH. (03) 9697 8000, FAX (03) 9697 8099

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500

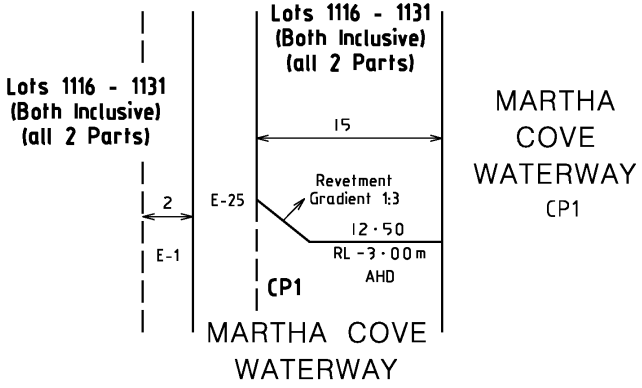
DIGITALLY SIGNED BY LICENSED SURVEYOR
JONATHAN TREVOR NEATE
REF 35946/Stg.10B VERSION

SHEET 172
ORIGINAL SHEET SIZE A3

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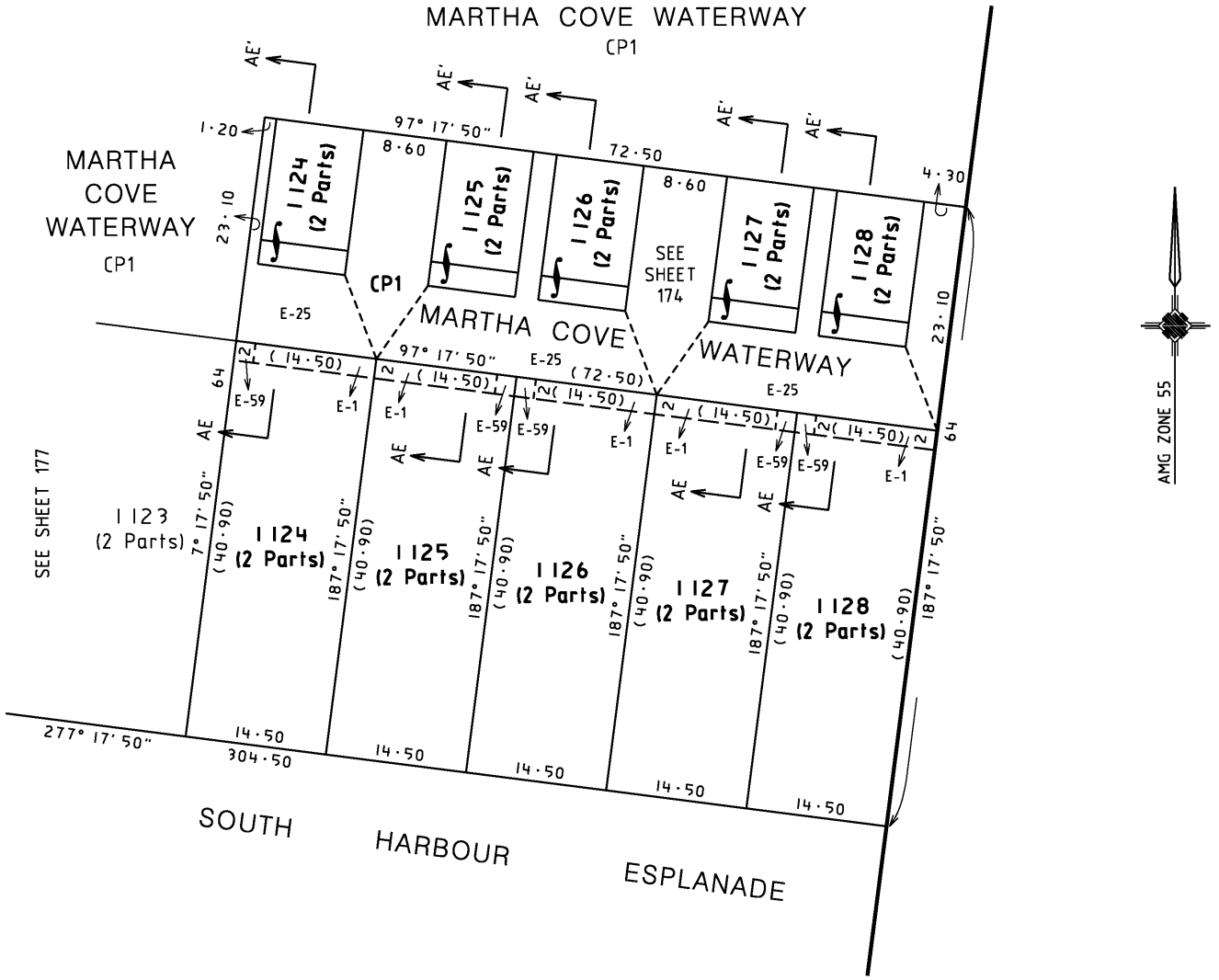
Plan Number

PS 435310J



TYPICAL SECTION AE - AE'

Not to Scale



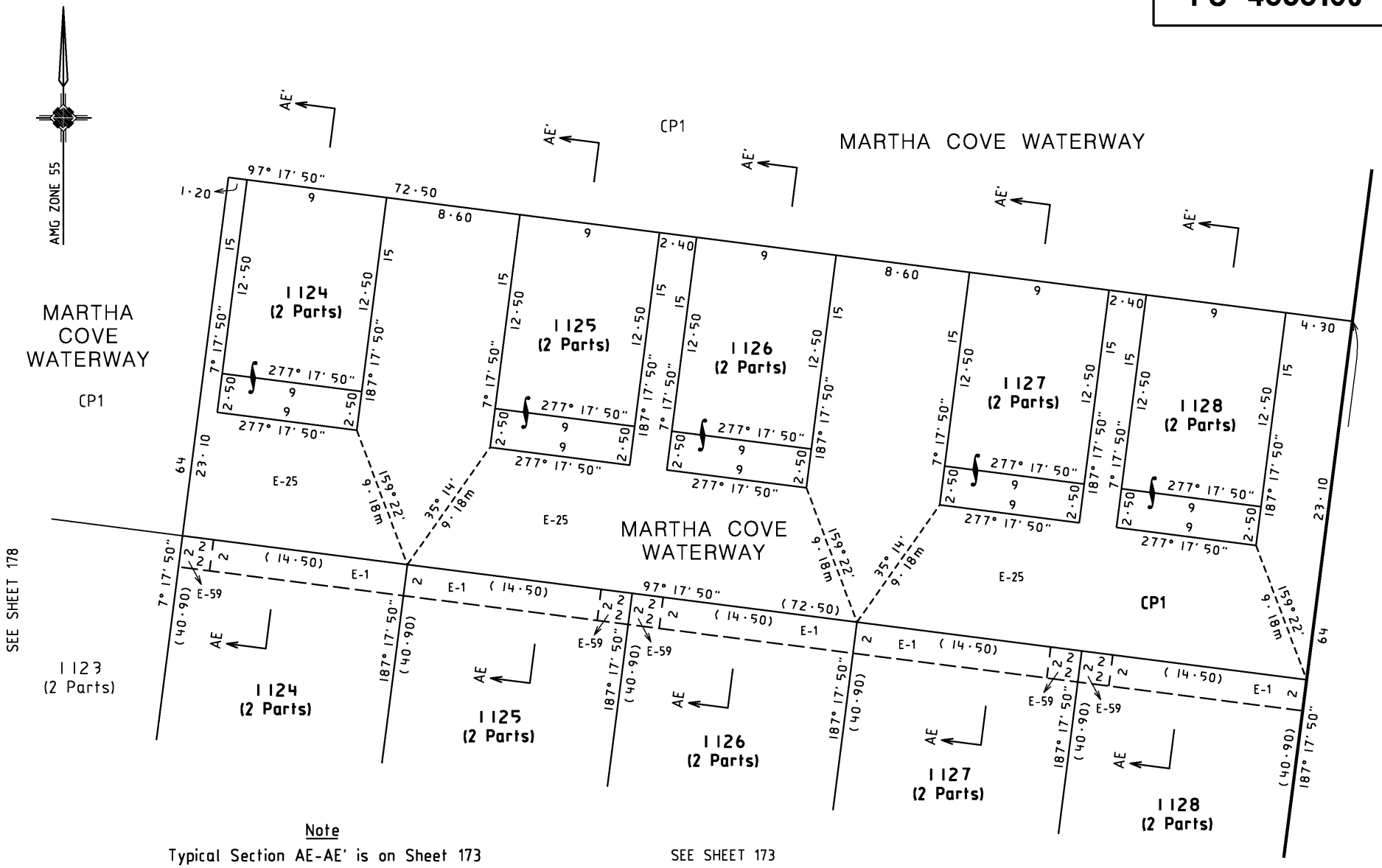
WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644,
FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 173

KEVIN CHARLES WALSH, VERSION

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Plan Number
PS 435310J



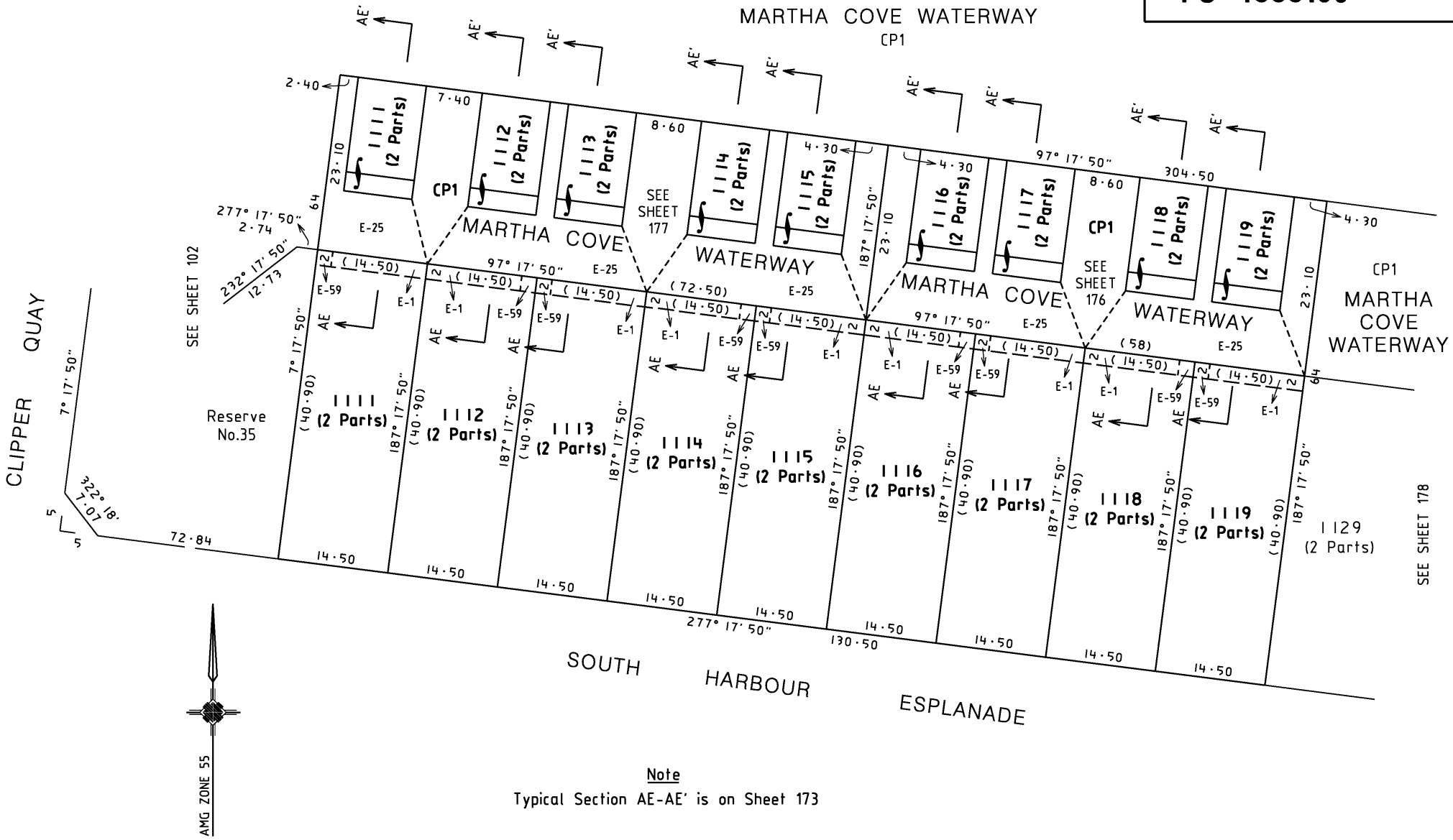
Note

Typical Section AE-AE' is on Sheet 173

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099		SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 174
		KEVIN CHARLES WALSH, VERSION		

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Plan Number
PS 435310J



Note

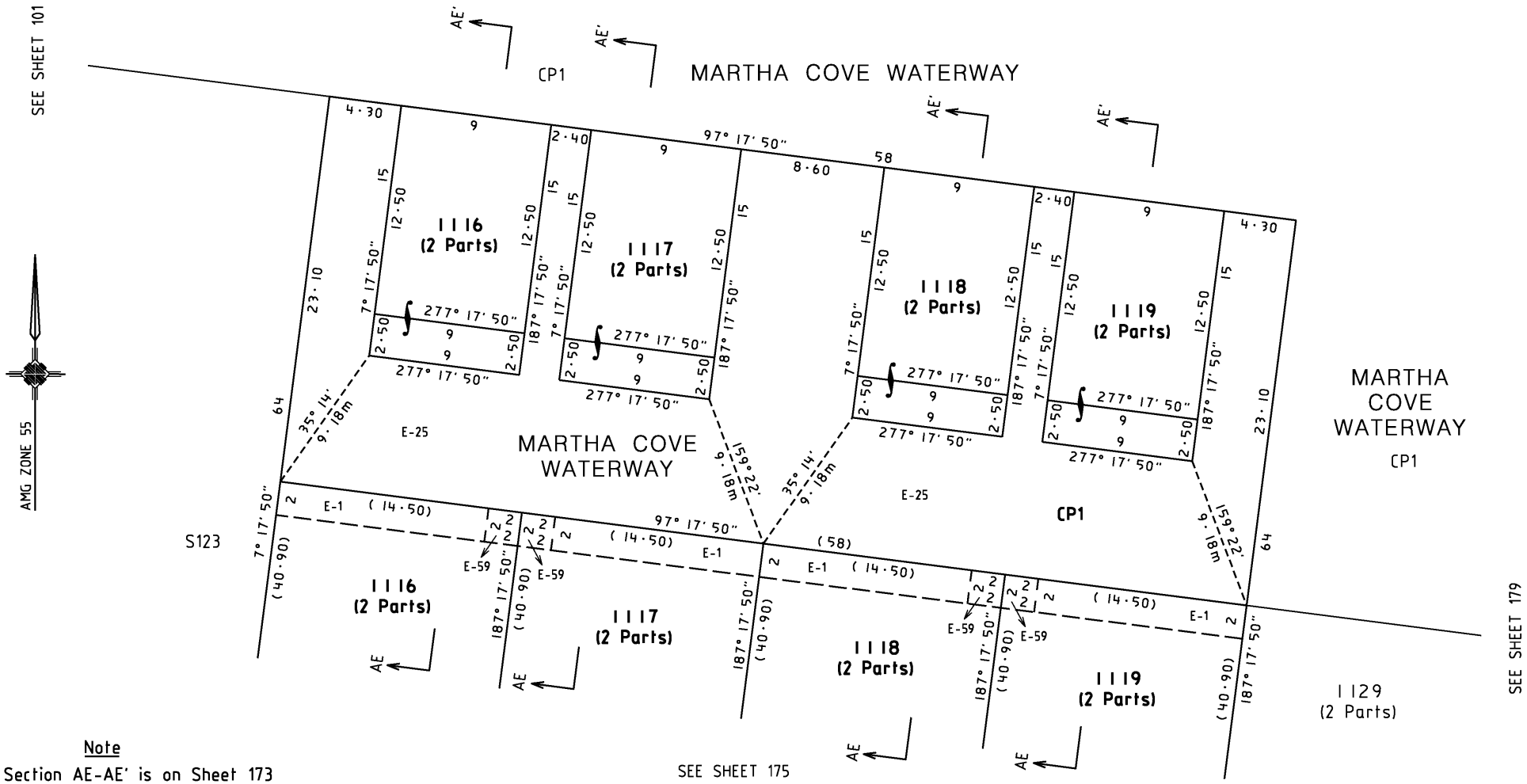
Typical Section AE-AE' is on Sheet 173

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 175
KEVIN CHARLES WALSH, VERSION			

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Plan Number
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Note
Typical Section AE-AE' is on Sheet 173

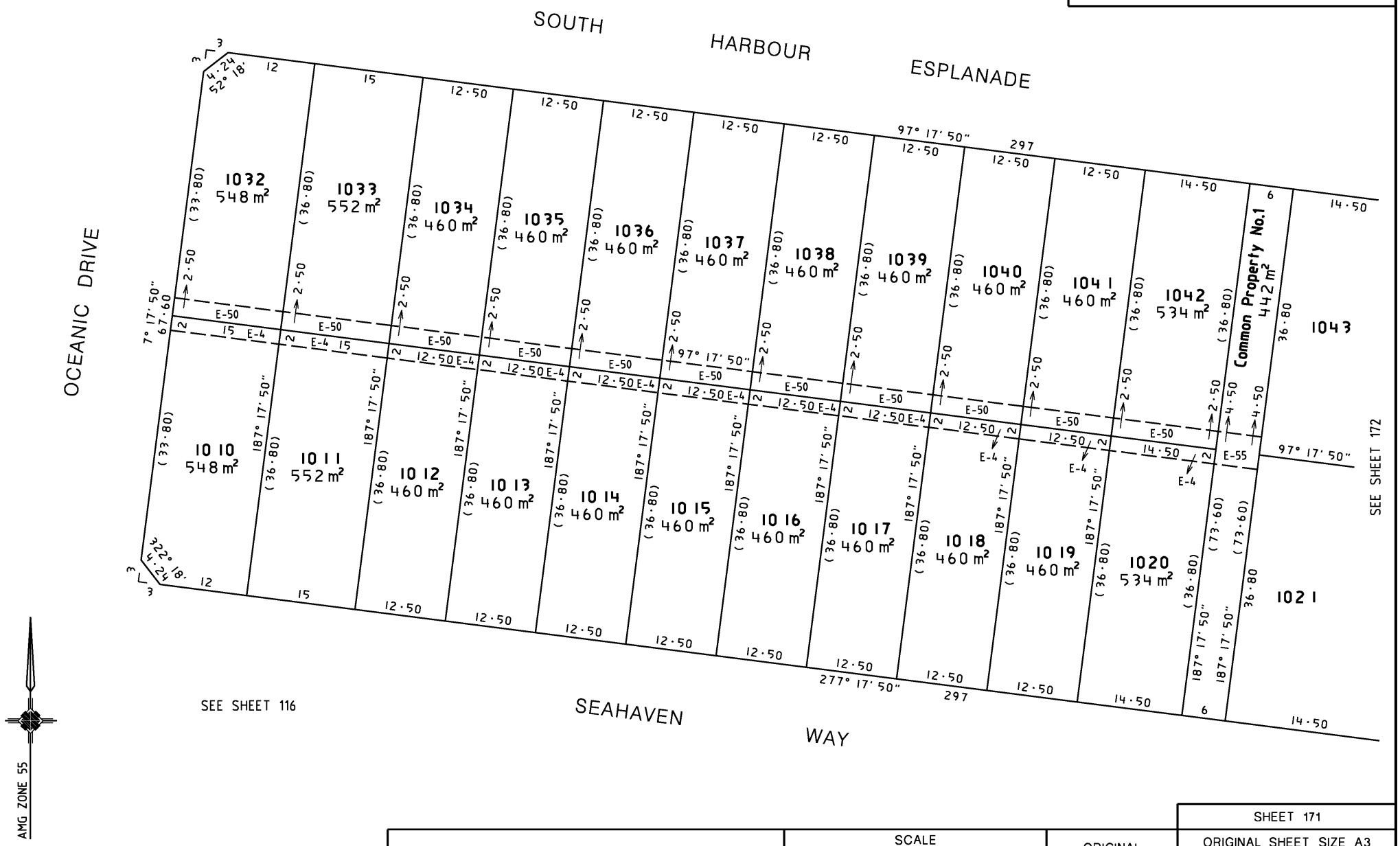
WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 176
KEVIN CHARLES WALSH, VERSION			

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WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 0 5 10 15 20 25
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500

DIGITALLY SIGNED BY LICENSED SURVEYOR
JONATHAN TREVOR NEATE
REF 35946/Stg.10B VERSION

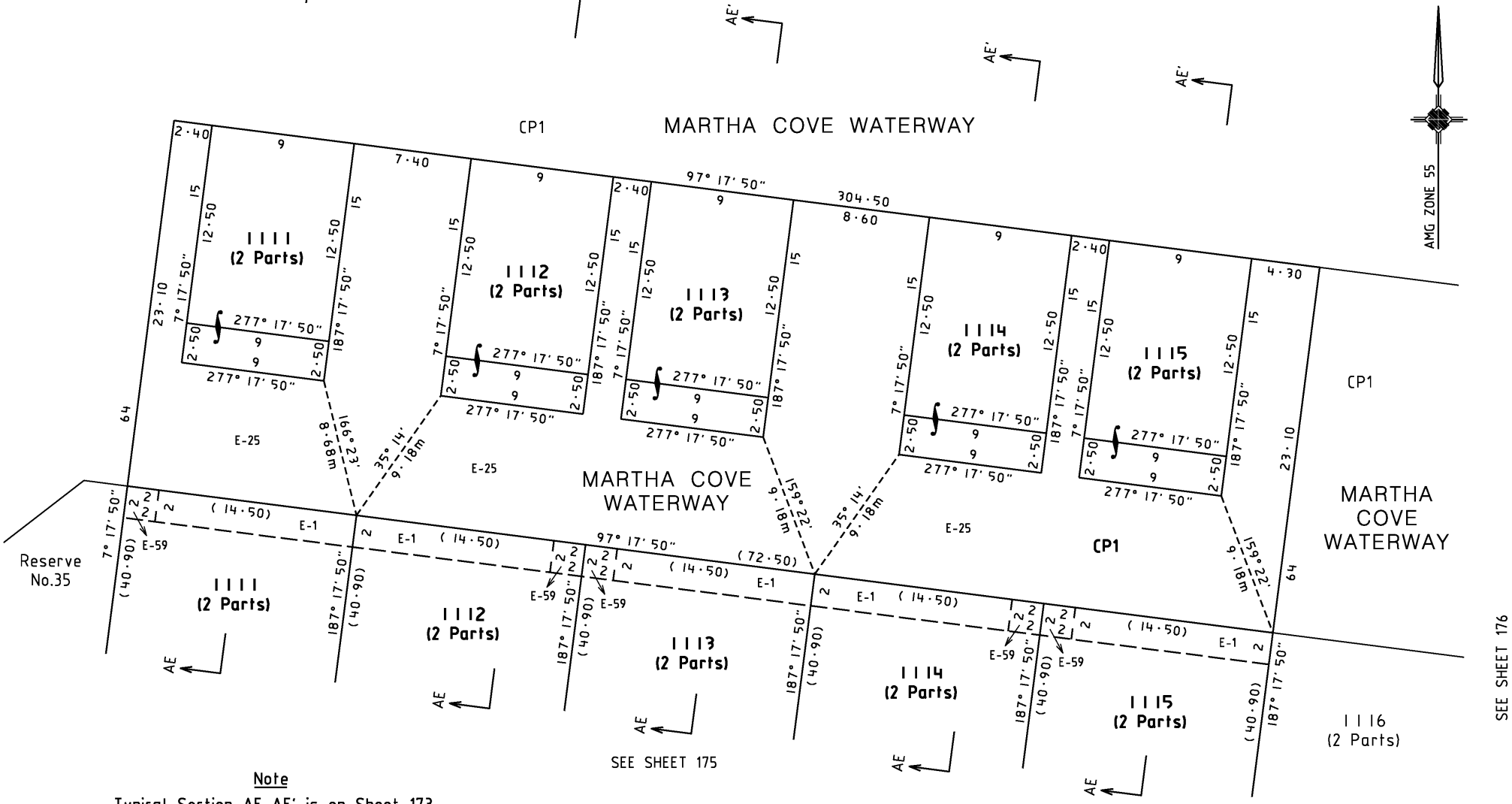
SHEET 171

ORIGINAL SHEET SIZE A3

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Note

Typical Section AE-AE' is on Sheet 173

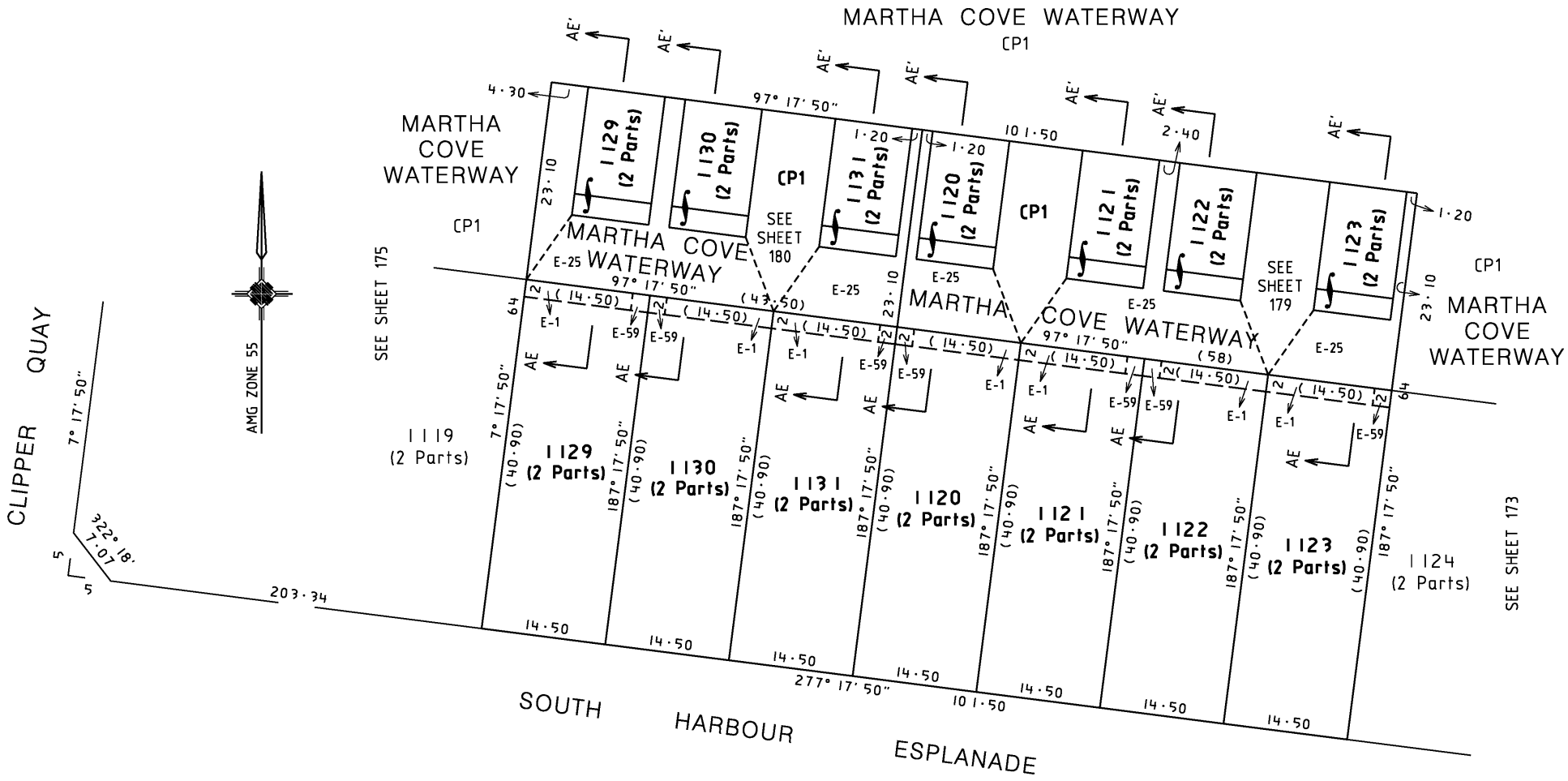
WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 177
KEVIN CHARLES WALSH, VERSION			

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PS 435310J

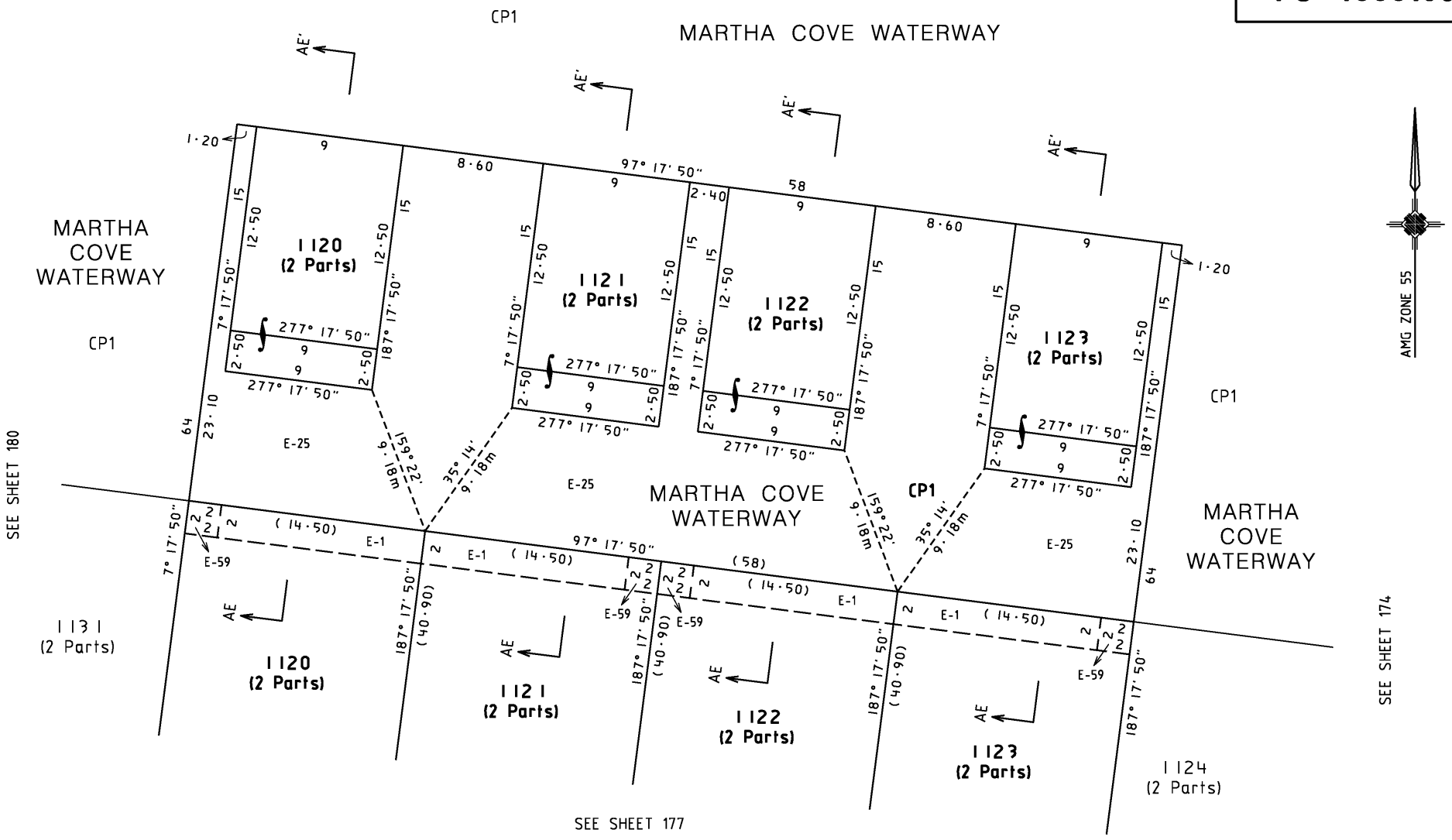
Note
Typical Section AE-AE' is on Sheet 173



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099		SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 178
		KEVIN CHARLES WALSH, VERSION		

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PS 435310J



Note

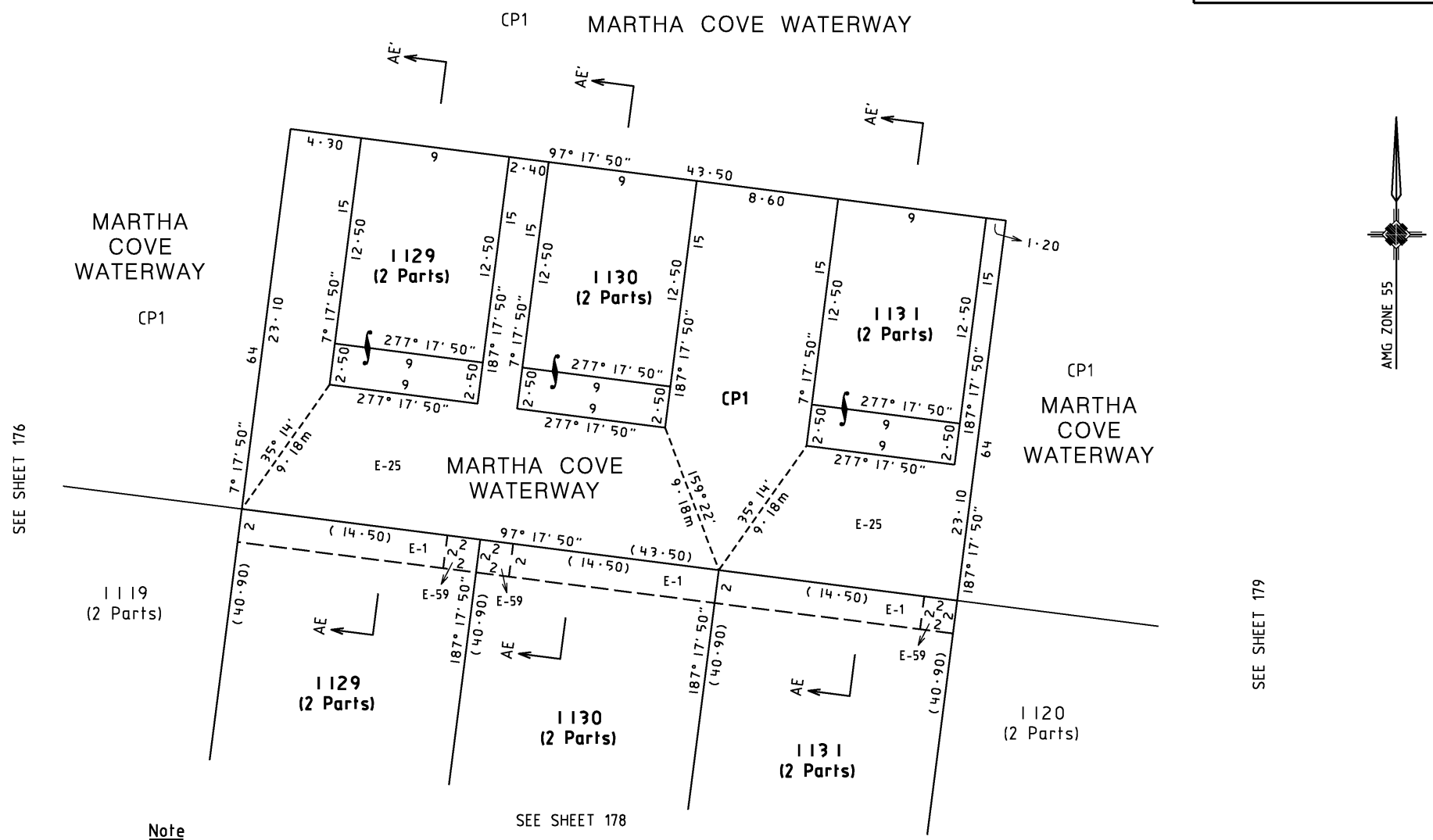
Typical Section AE-AE' is on Sheet 173

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 179
KEVIN CHARLES WALSH, VERSION			

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PS 435310J



Note

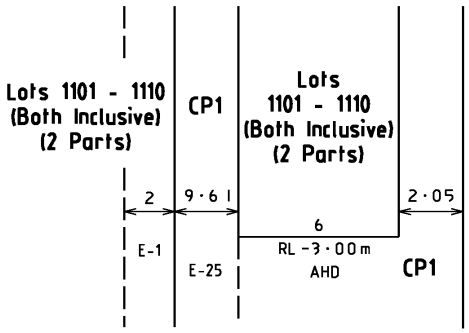
Typical Section AE-AE' is on Sheet 173

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099		SCALE 1 : 250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 180
		KEVIN CHARLES WALSH, VERSION		

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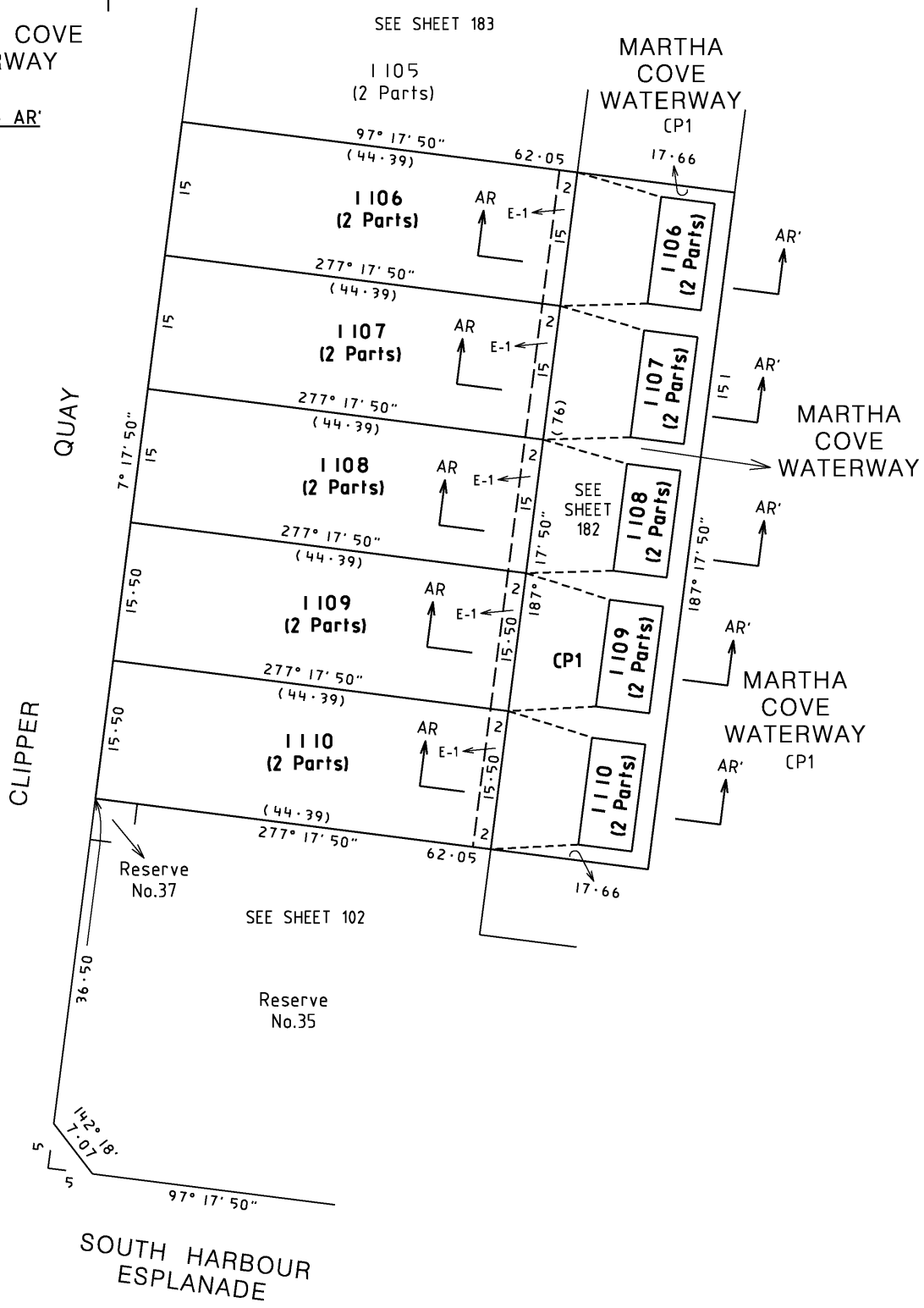
Plan Number
PS 435310J



MARTHA COVE WATERWAY

TYPICAL SECTION AR - AR'
Not to Scale





WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 181
	KEVIN CHARLES WALSH, VERSION		

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Plan Number
PS 435310J

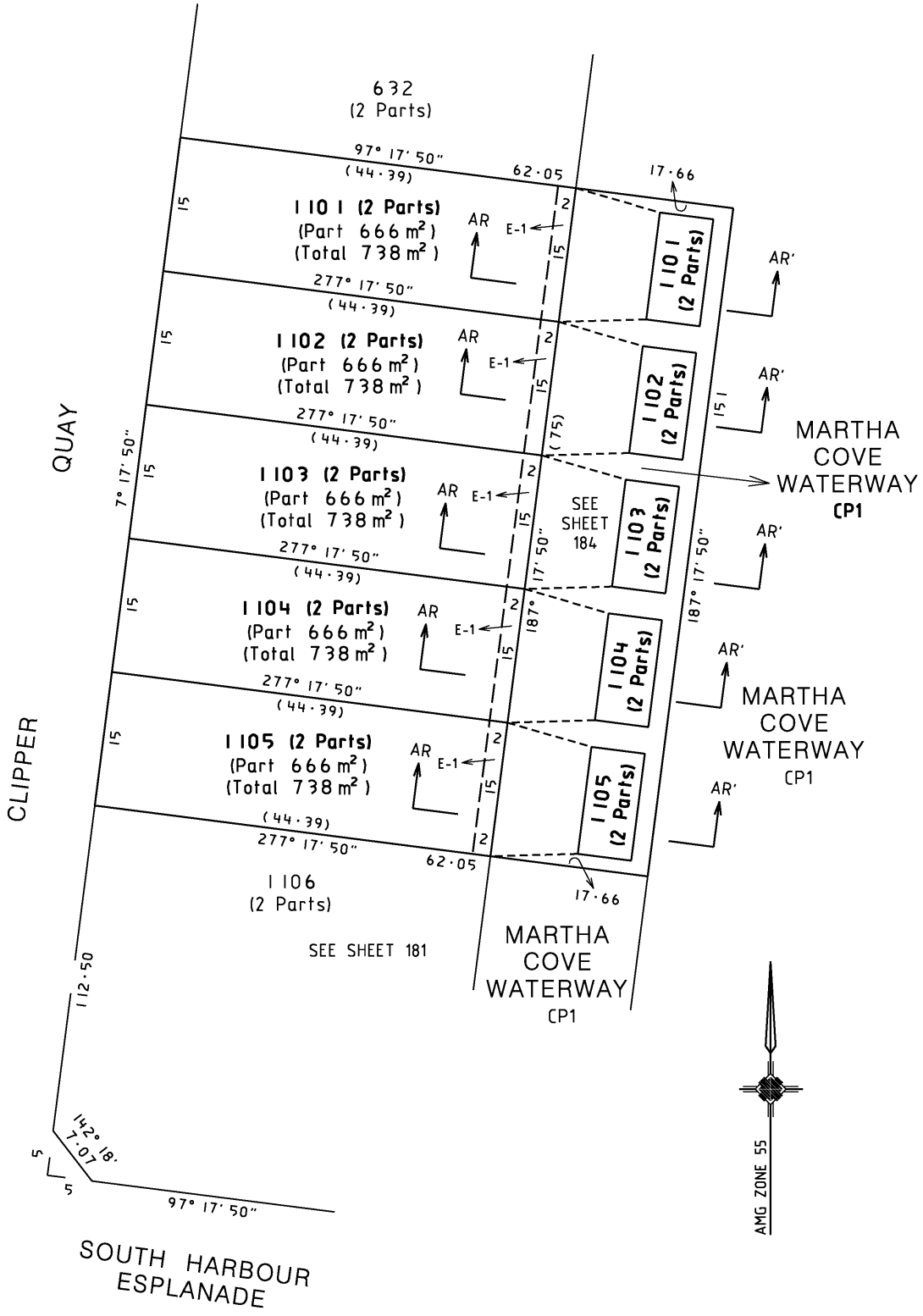
Note
Typical Section AR-AR' is on Sheet 181

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1 : 250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 182
	KEVIN CHARLES WALSH, VERSION			

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Plan Number
PS 435310J

Note
Typical Section AR-AR' is on Sheet 181

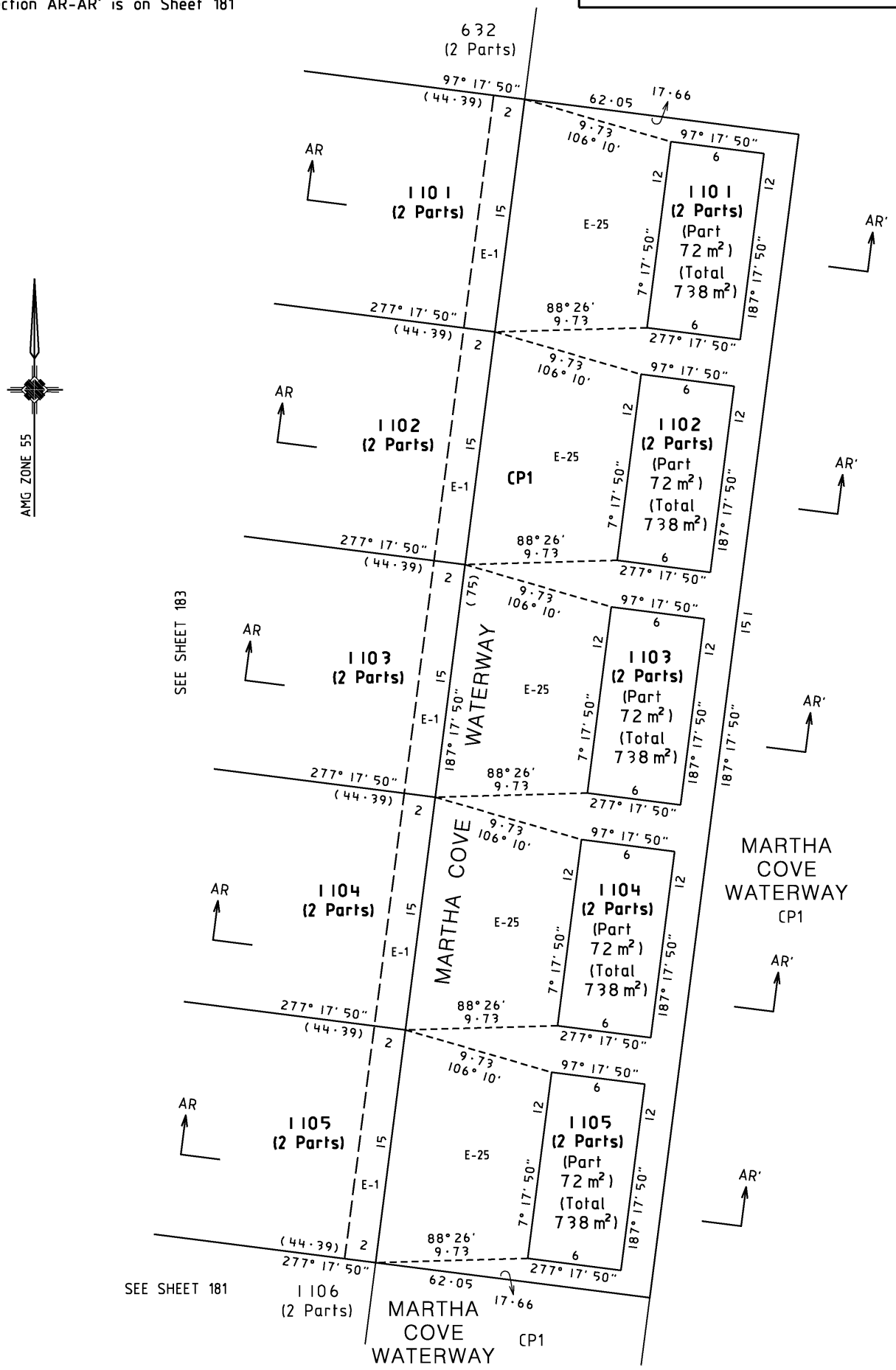


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 183
	KEVIN CHARLES WALSH, VERSION			

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Plan Number
PS 435310J

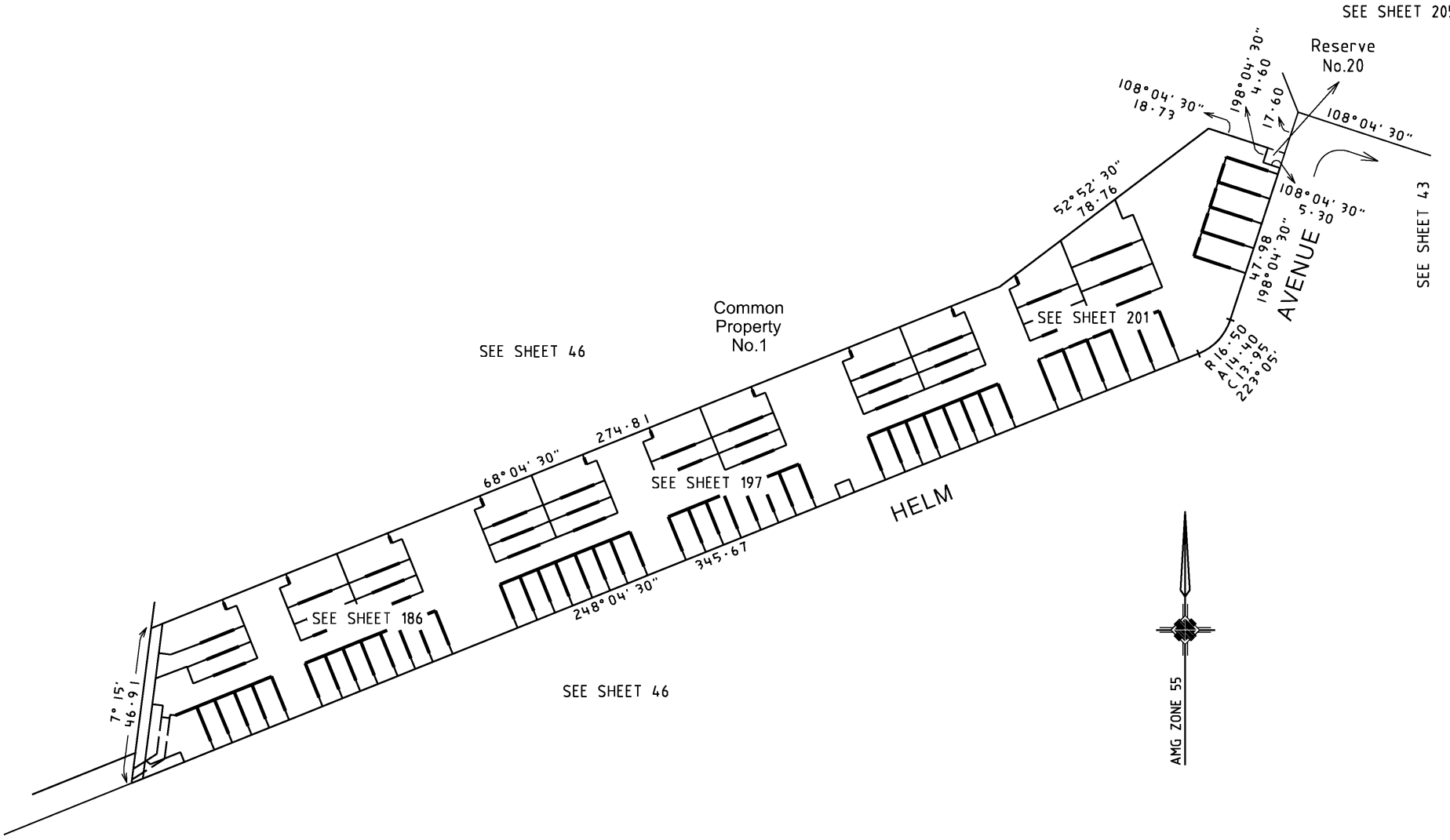
Note
Typical Section AR-AR' is on Sheet 181



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 184
	KEVIN CHARLES WALSH, VERSION			

Plan Number

PS 435310J



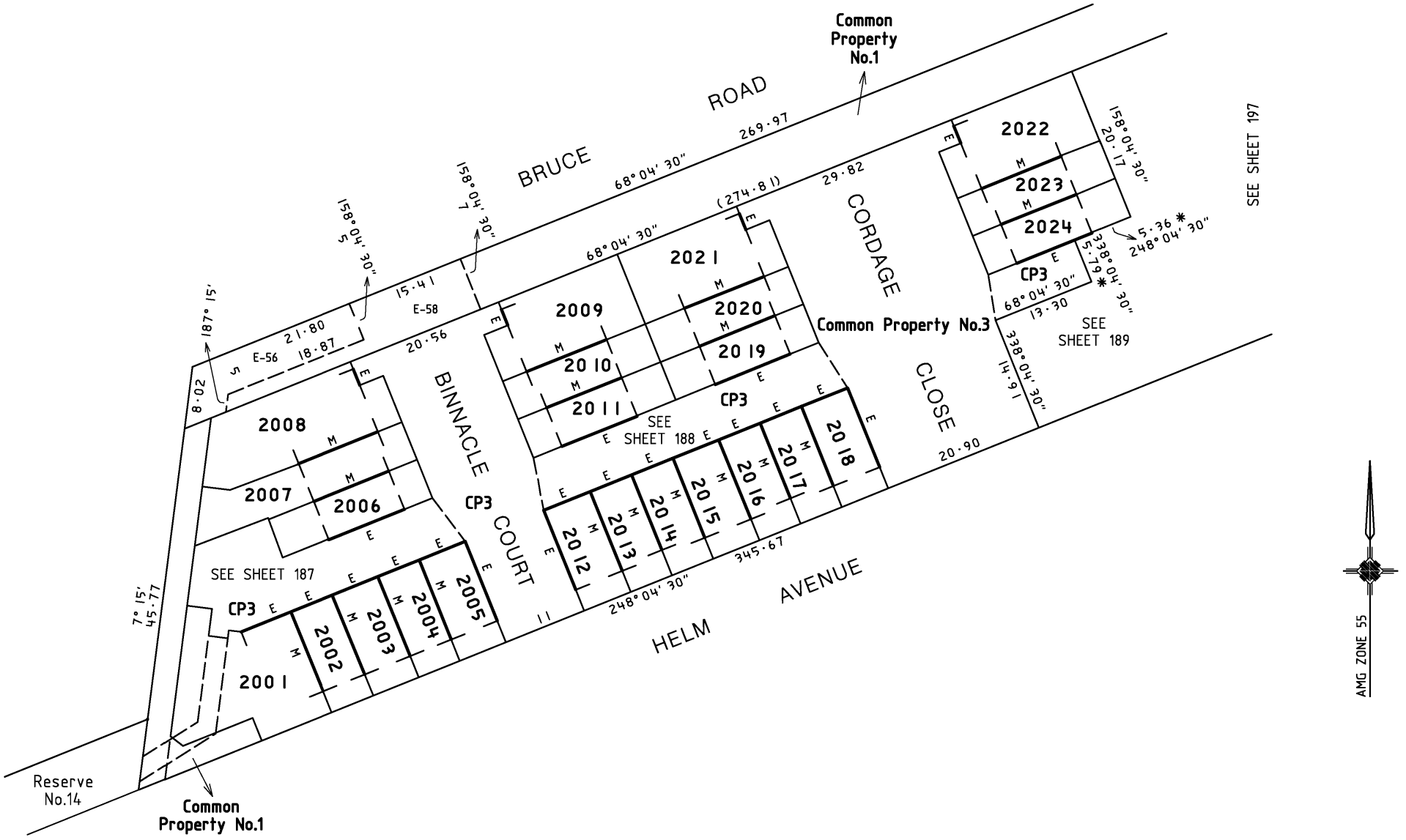
WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644,
FAX (03) 5975 3916
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE
PH.(03) 9860 0300

SCALE 1 : 1250	0 12.5 25 37.5 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 185
KEVIN CHARLES WALSH, VERSION			

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Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644.
FAX (03) 5975 3916
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE
PH.(03) 9860 0300

SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 186

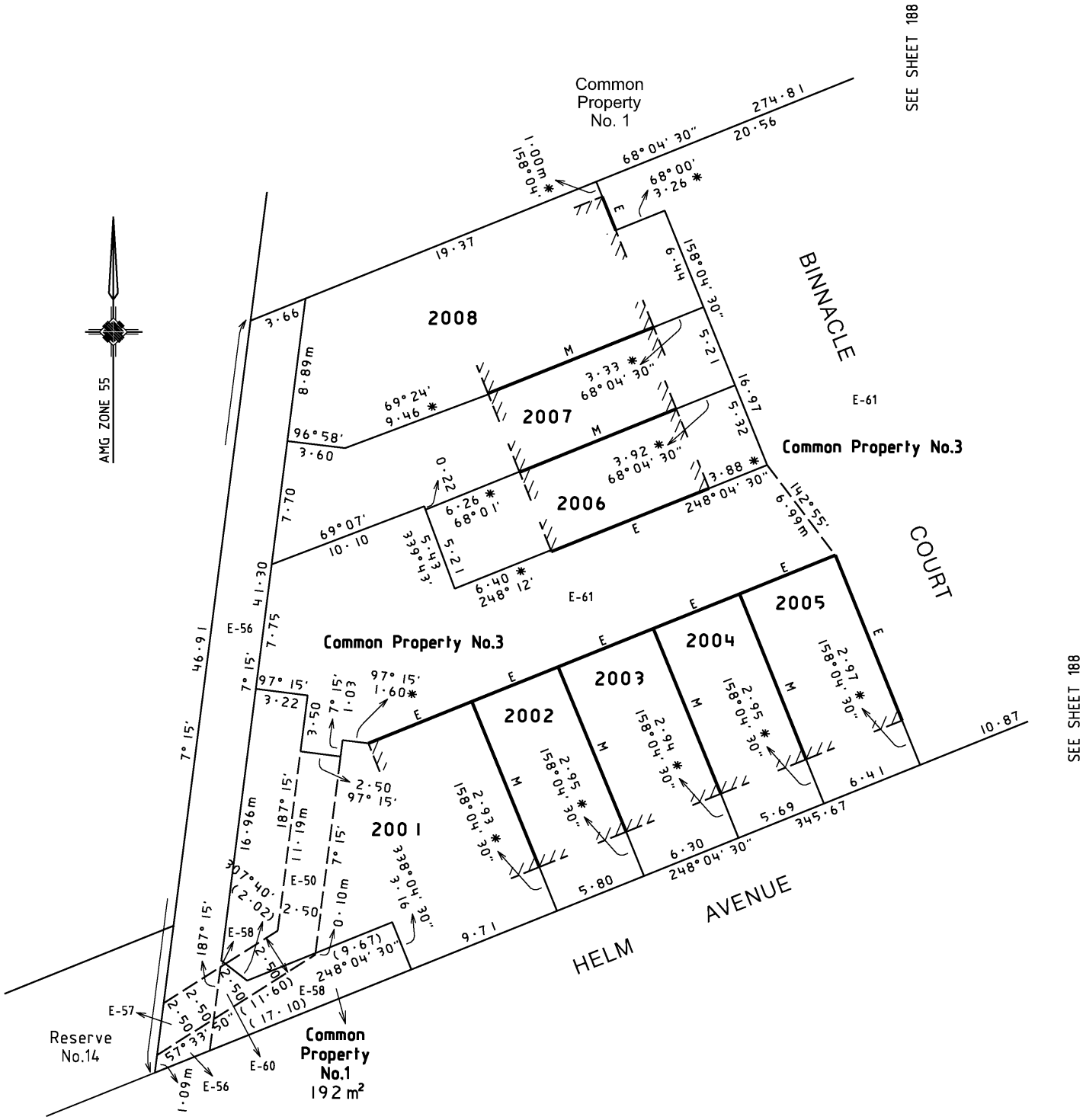
KEVIN CHARLES WALSH, VERSION

Delivered by LANDATA®, timestamp 17/11/2022 15:29, Page 186 of 272

Delivered by LANDATA®, timestamp 17/11/2022 15:29 Page 187 of 272

Plan Number

PS 435310J

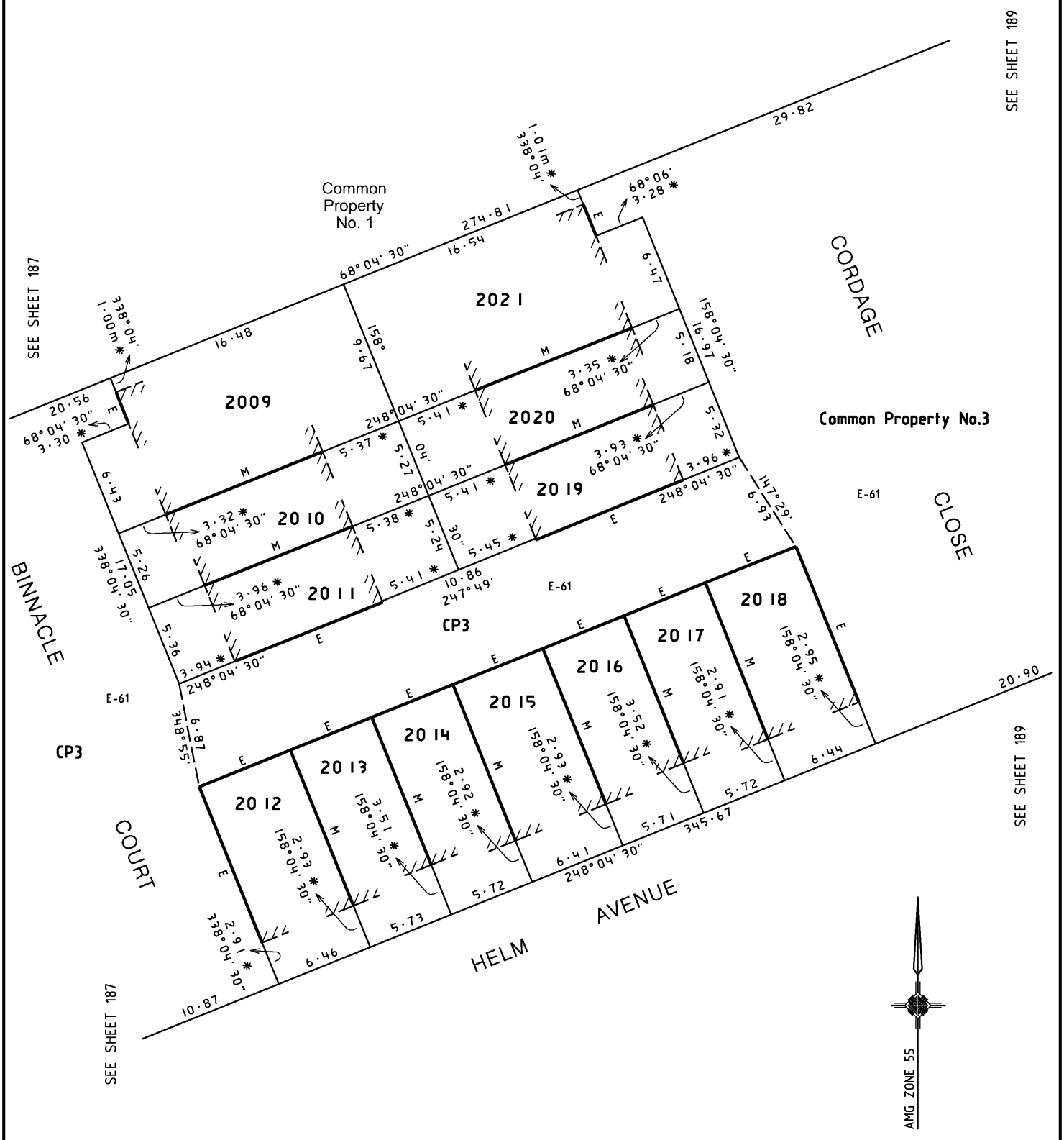


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1 : 250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 187
	KEVIN CHARLES WALSH, VERSION			

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Plan Number

PS 435310J

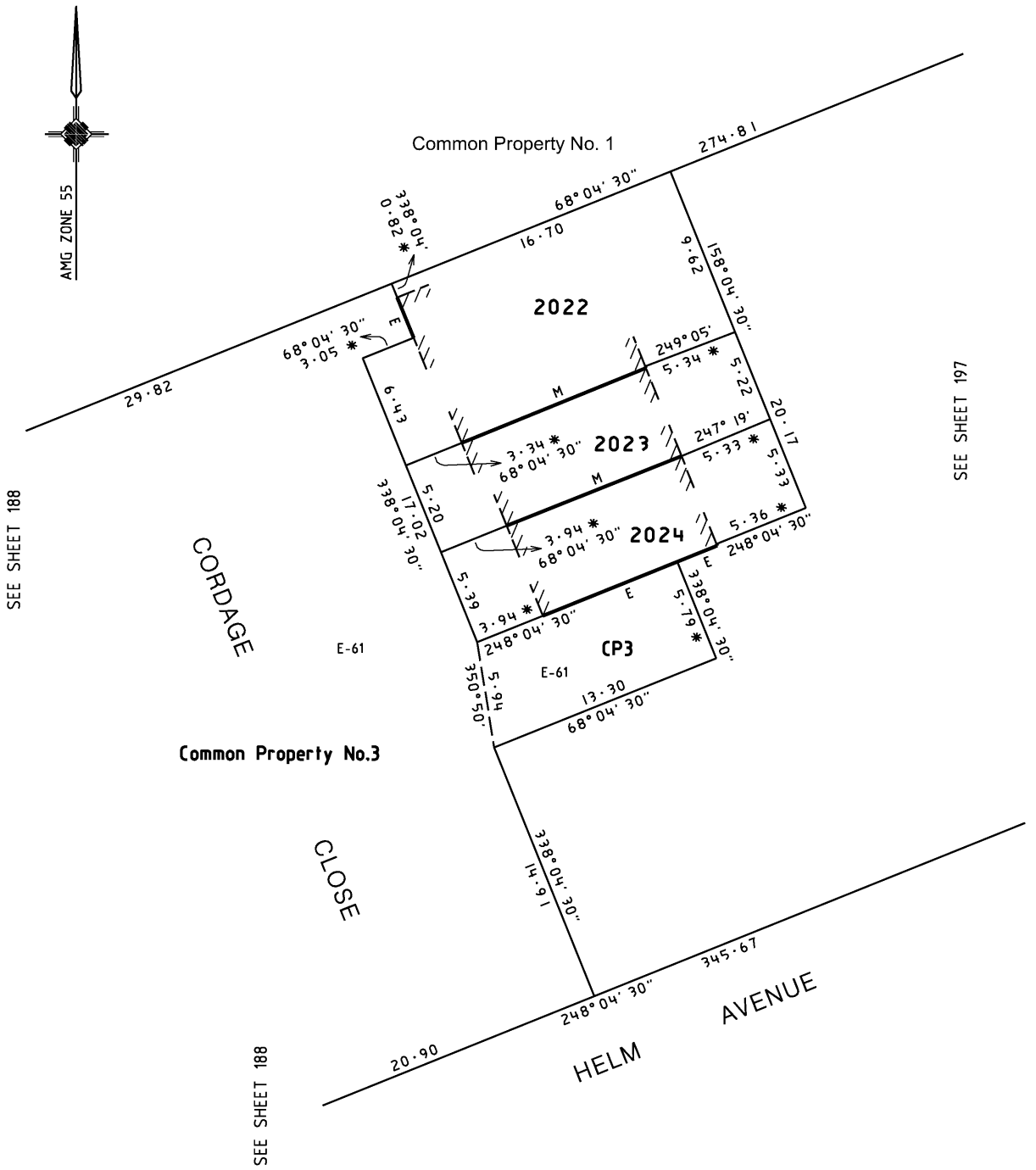


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1 : 250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 188
	KEVIN CHARLES WALSH, VERSION			

Delivered by LANDATA®, timestamp 17/11/2022 15:29 Page 189 of 272

Plan Number

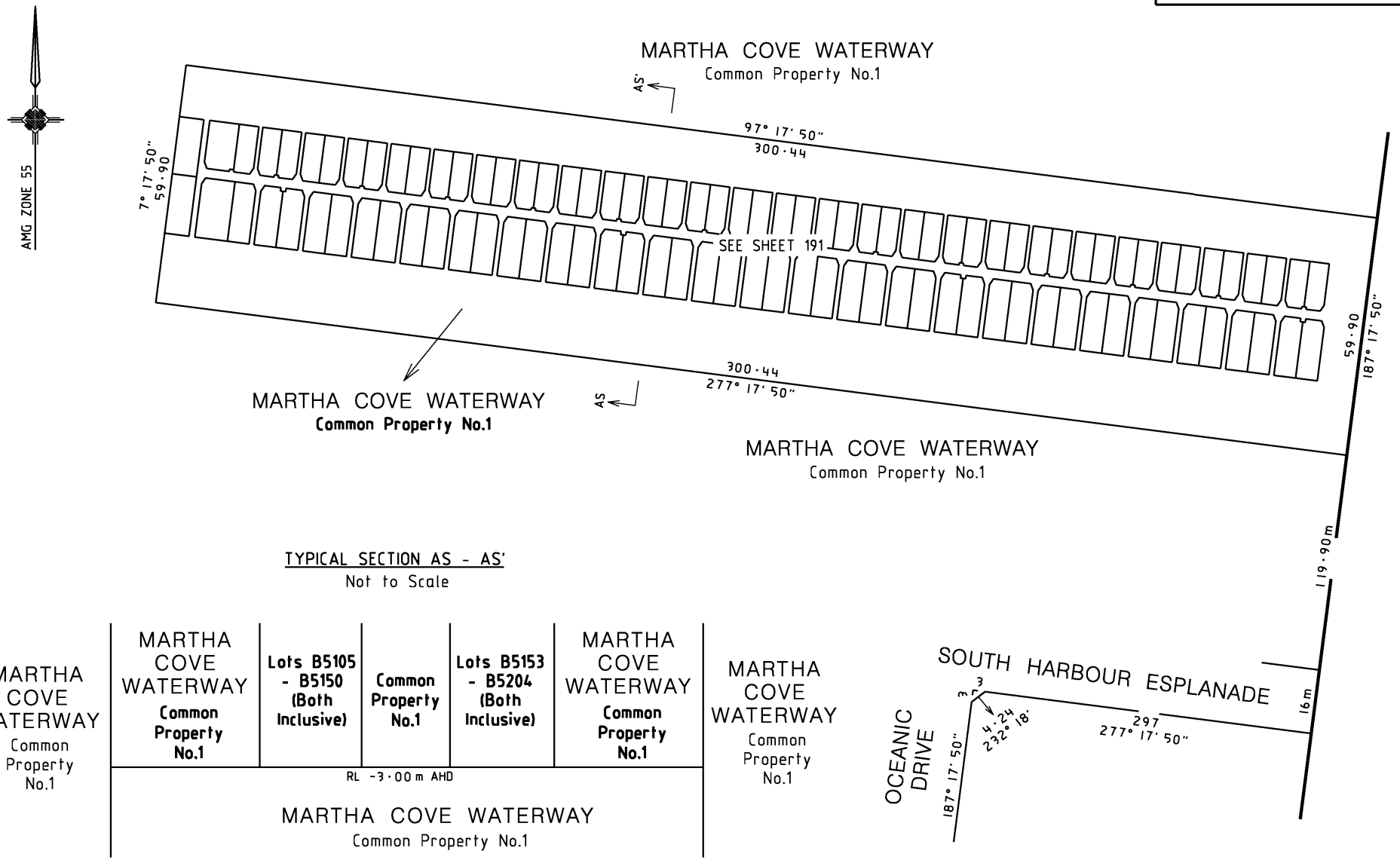
PS 435310J



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1 : 250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 189
	KEVIN CHARLES WALSH, VERSION			

Plan Number

PS 435310J



TYPICAL SECTION AS - AS'

Not to Scale

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

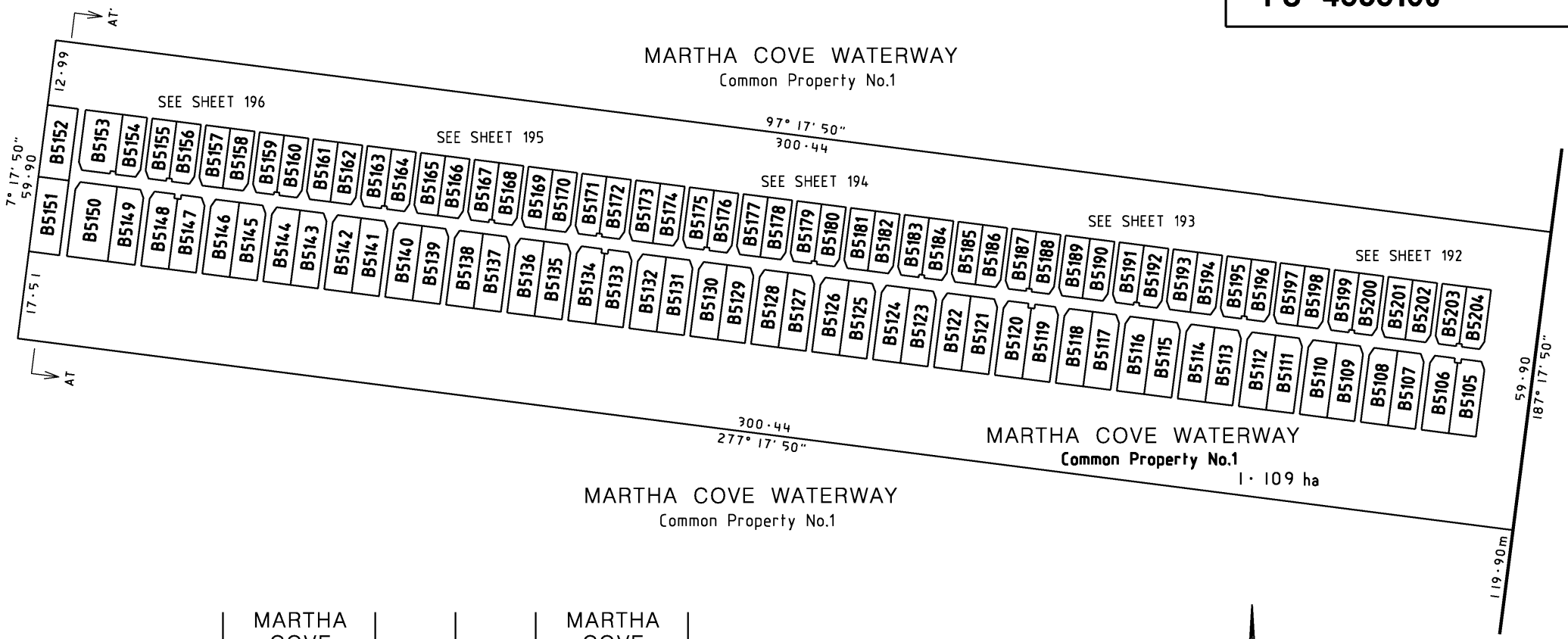
SCALE 1:1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 190

KEVIN CHARLES WALSH, VERSION

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Plan Number

PS 435310J



MARTHA COVE WATERWAY
Common Property No.1

MARTHA COVE WATERWAY
Common Property No.1

Lot B5151

Lot B5152

MARTHA COVE WATERWAY
Common Property No.1

RL -3·00m AHD

MARTHA COVE WATERWAY
Common Property No.1

MARTHA COVE WATERWAY
Common Property No.1

SEE SHEET 190

AMG ZONE 55

SECTION AT - AT'
Not to Scale

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

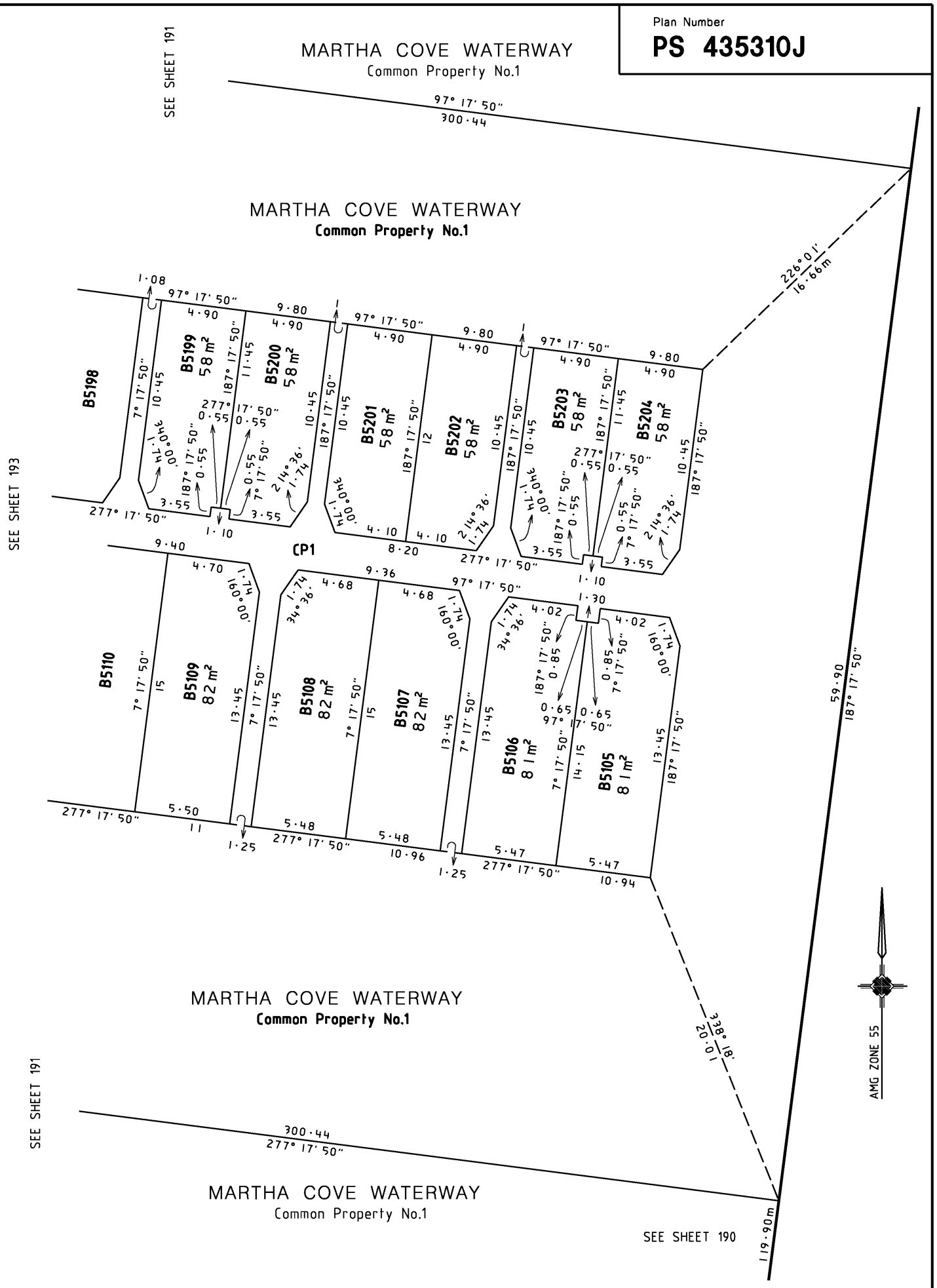
SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 191

KEVIN CHARLES WALSH, VERSION

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Delivered by LANDATA®, timestamp 17/11/2022 15:25 Page 192 of 272

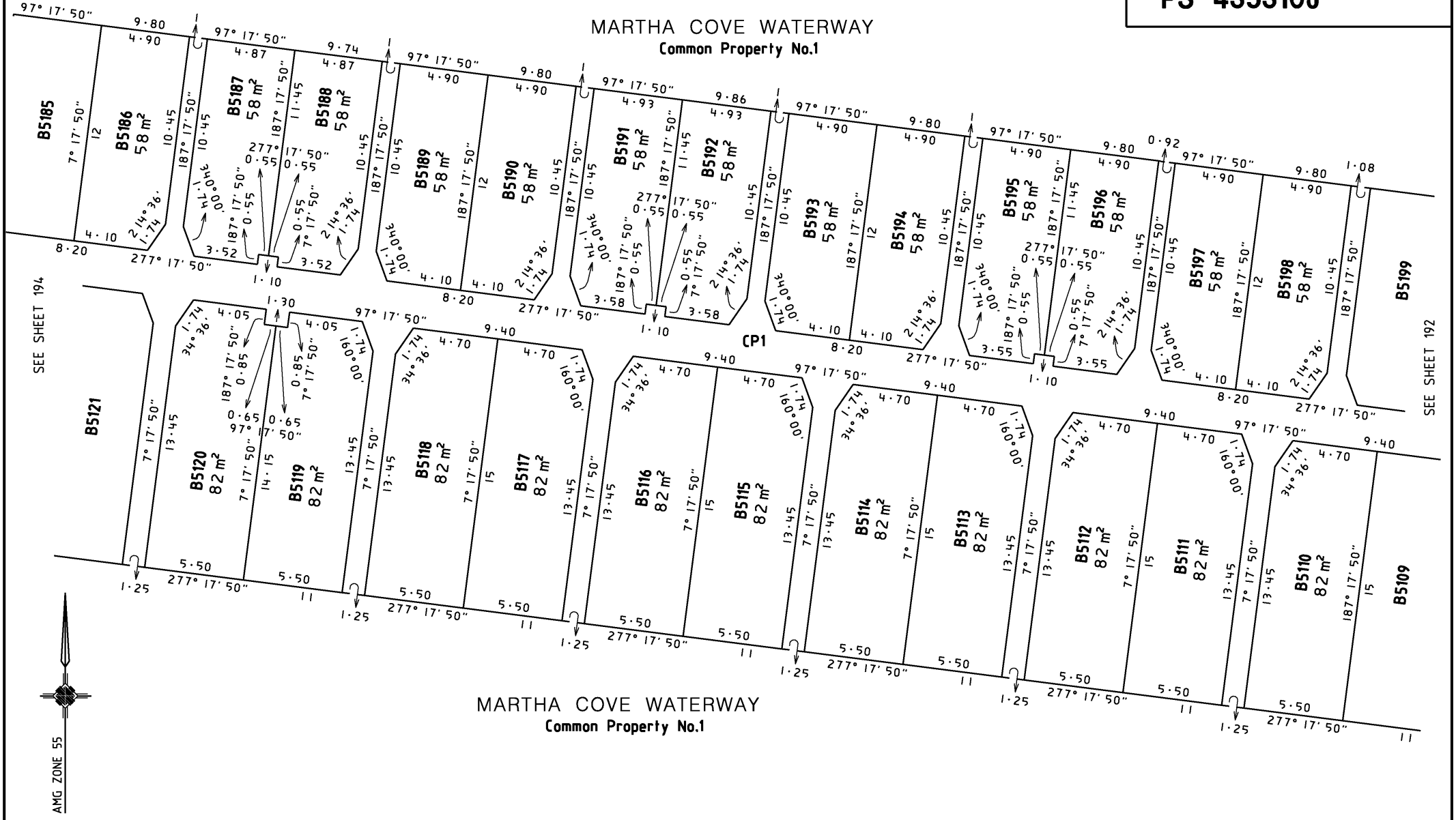
Plan Number
PS 435310J



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 192
	KEVIN CHARLES WALSH, VERSION			

Plan Number

PS 435310J



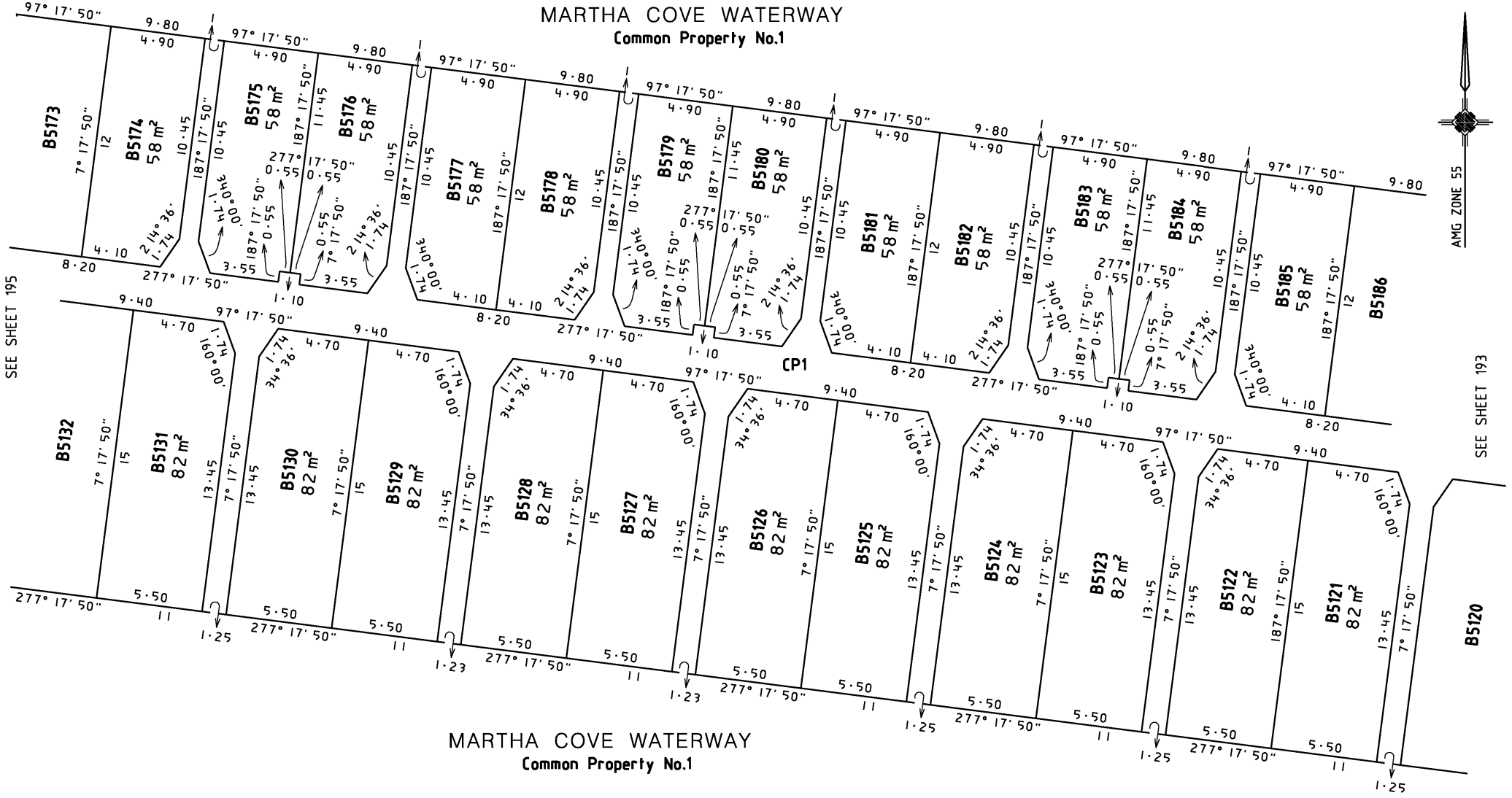
WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 193
KEVIN CHARLES WALSH, VERSION			

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Plan Number

PS 435310J

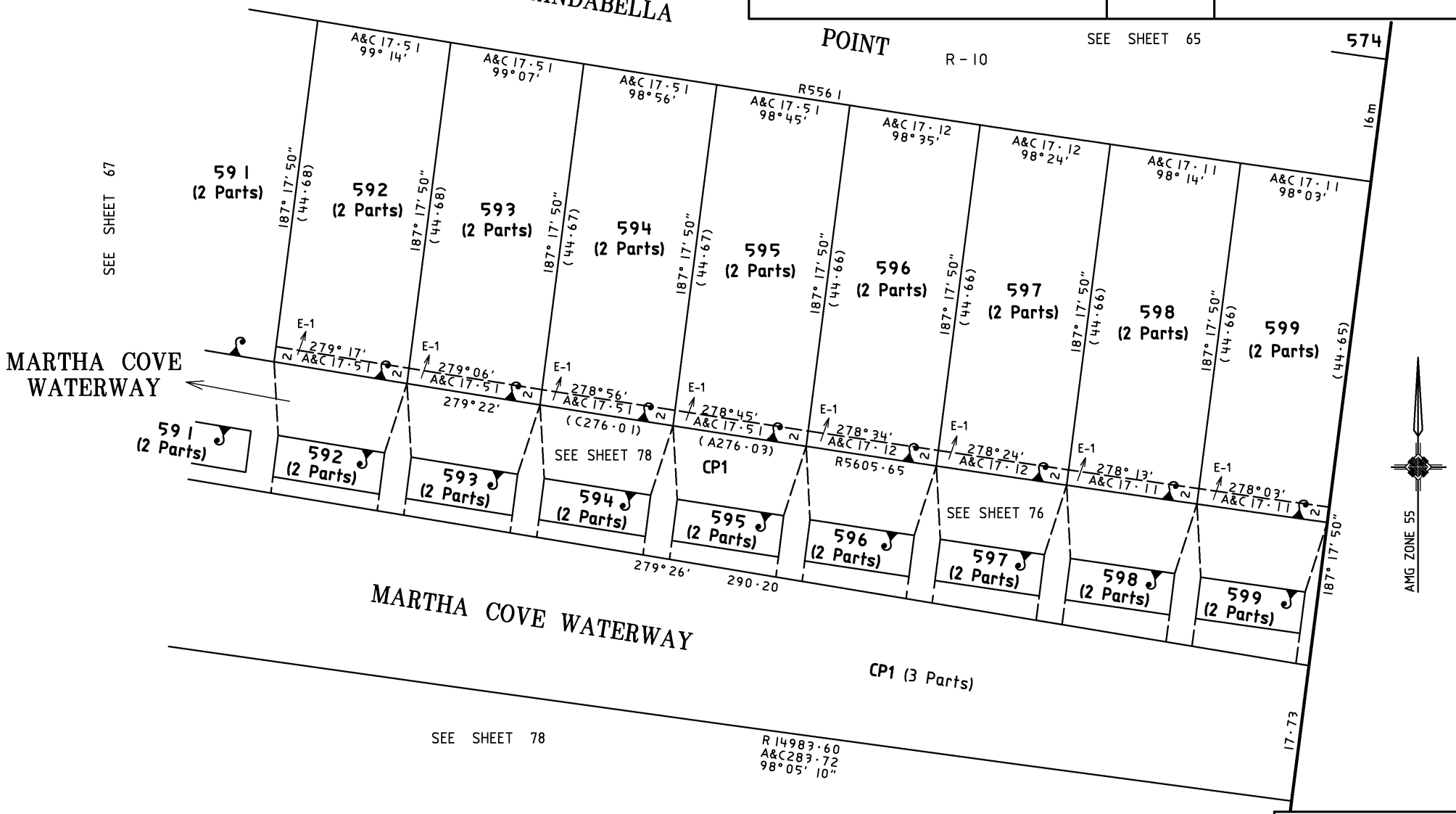


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099		SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 194
		KEVIN CHARLES WALSH, VERSION		

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



SHEET 68

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

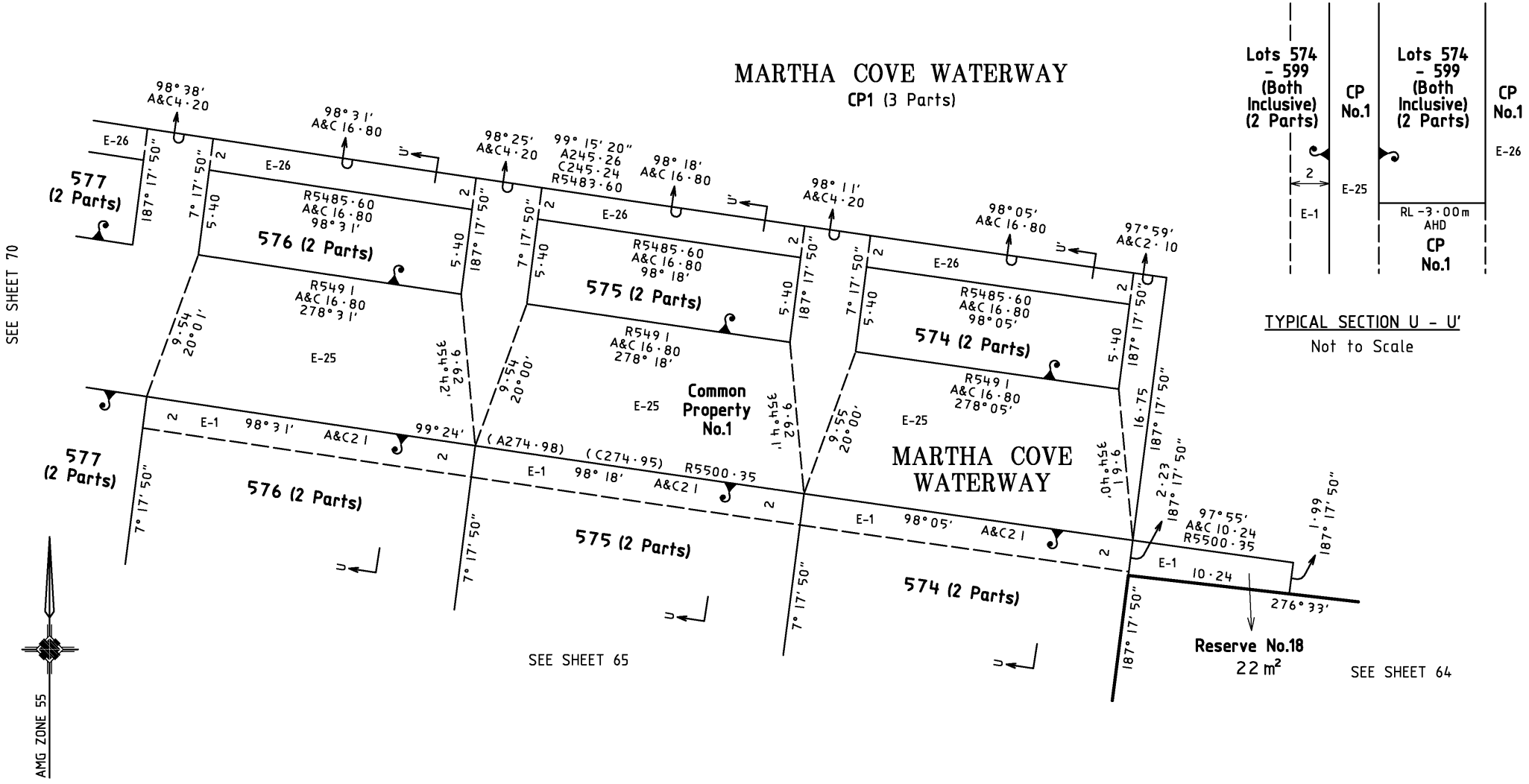
LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 28/7/2005
REF 28397/2G
VERSION 10

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	ORIGINAL 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 28/7/2005
REF 28397/2G
VERSION 10

SHEET 69

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

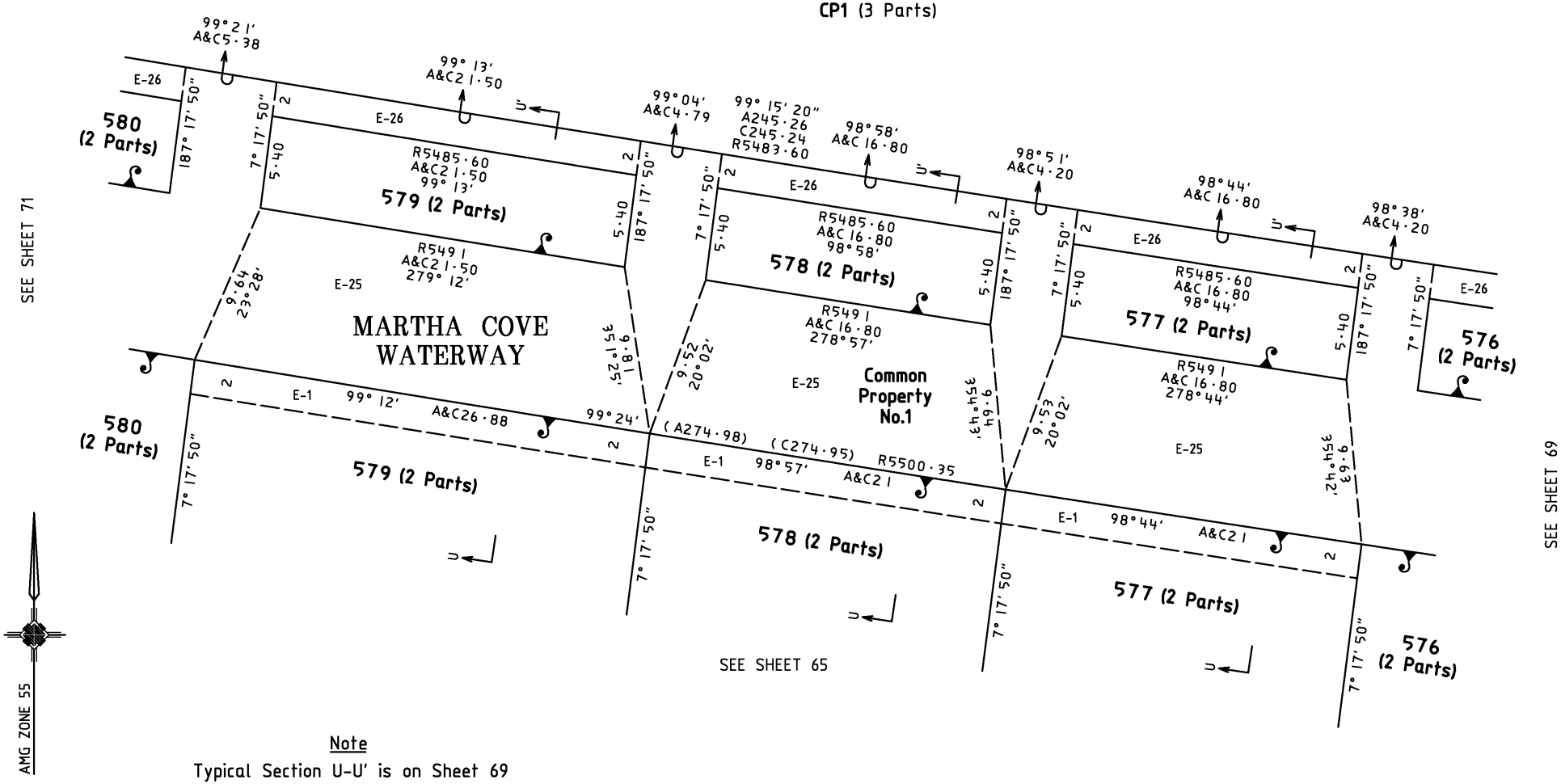
Delivered by LANDATA®, timestamp 17/11/2022 15:27 Page 69 of 272

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J

MARTHA COVE WATERWAY
CP1 (3 Parts)



AMG ZONE 55

Note
Typical Section U-U' is on Sheet 69

SHEET 70

WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 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 28/7/2005 REF 28397/2G VERSION 10	..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

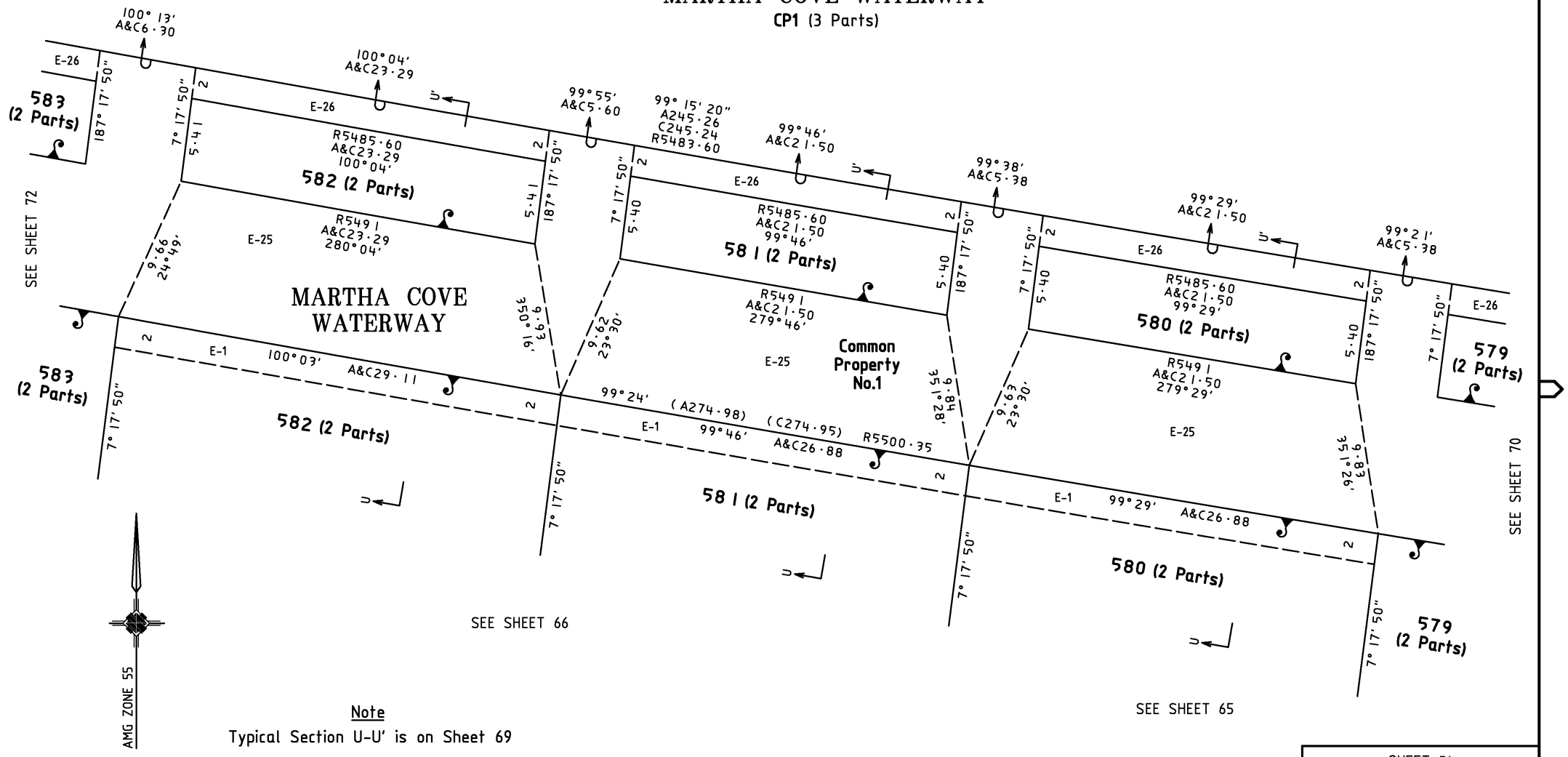
Delivered by LANDATA®, timestamp 17/11/2022 15:27 Page 70 of 272

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J

MARTHA COVE WATERWAY
CP1 (3 Parts)



Note
Typical Section U-U' is on Sheet 69

SHEET 71

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL
SCALE 1:250
SHEET SIZE A3

SCALE
0 2.5 5 7.5 10 12.5
LENGTHS ARE IN METRES

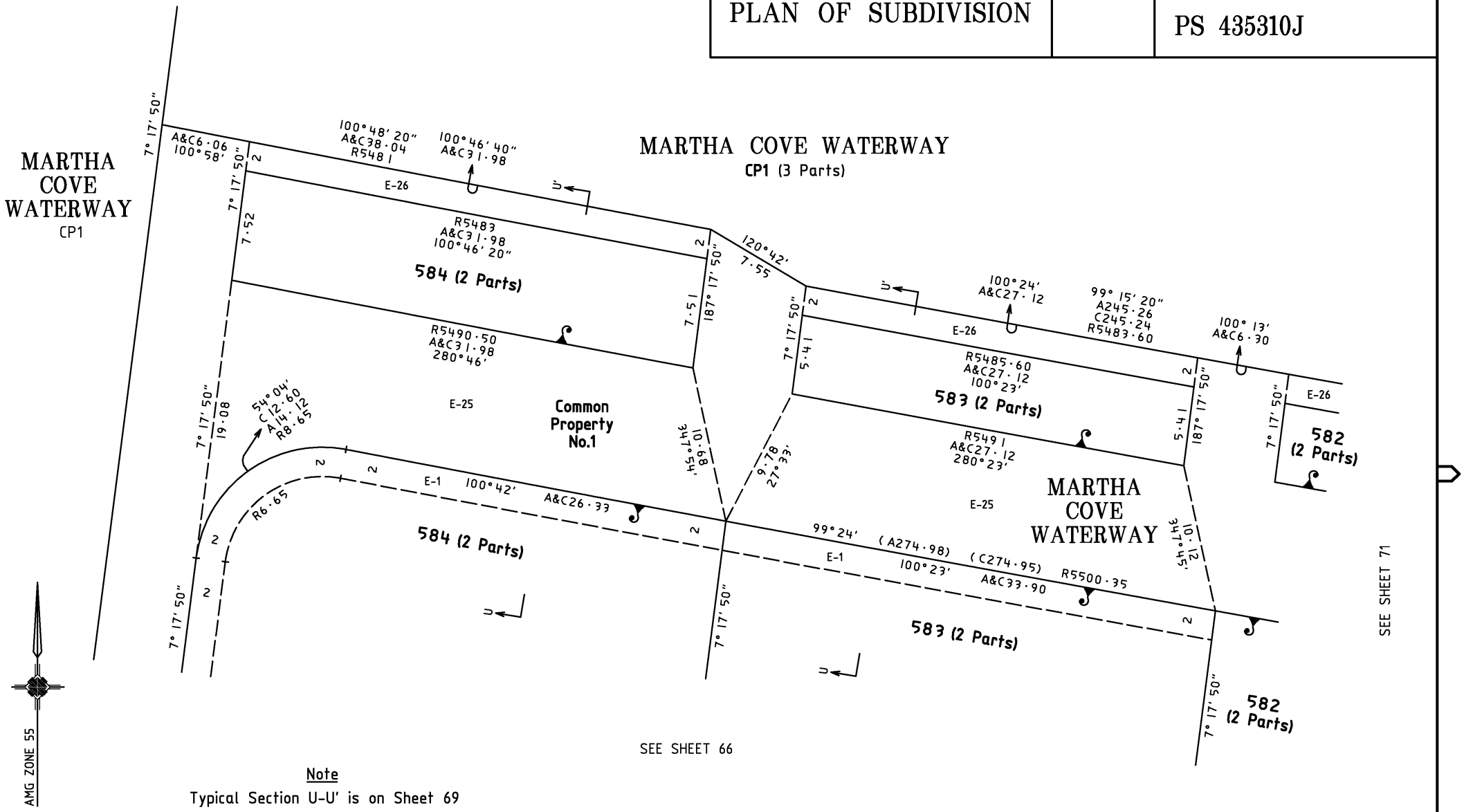
LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 28/7/2005
REF 28397/2G
VERSION 10

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



Note

Typical Section U-U' is on Sheet 69

SHEET 72

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	ORIGINAL 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 28/7/2005
REF 28397/2G	VERSION 10

.....

DATE / /20

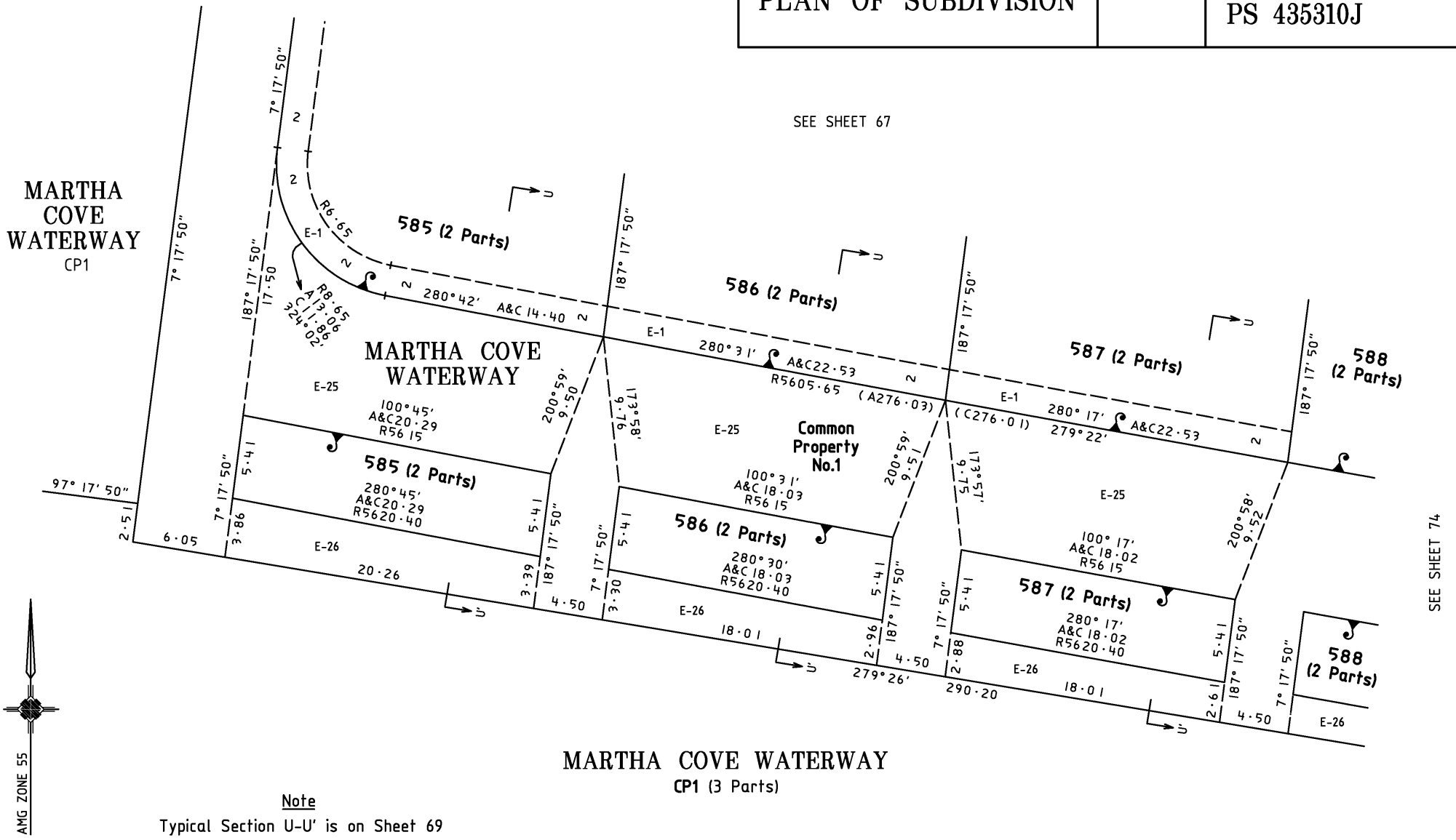
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



MARTHA COVE WATERWAY
CP1 (3 Parts)

Note
Typical Section U-U' is on Sheet 69

SHEET 73

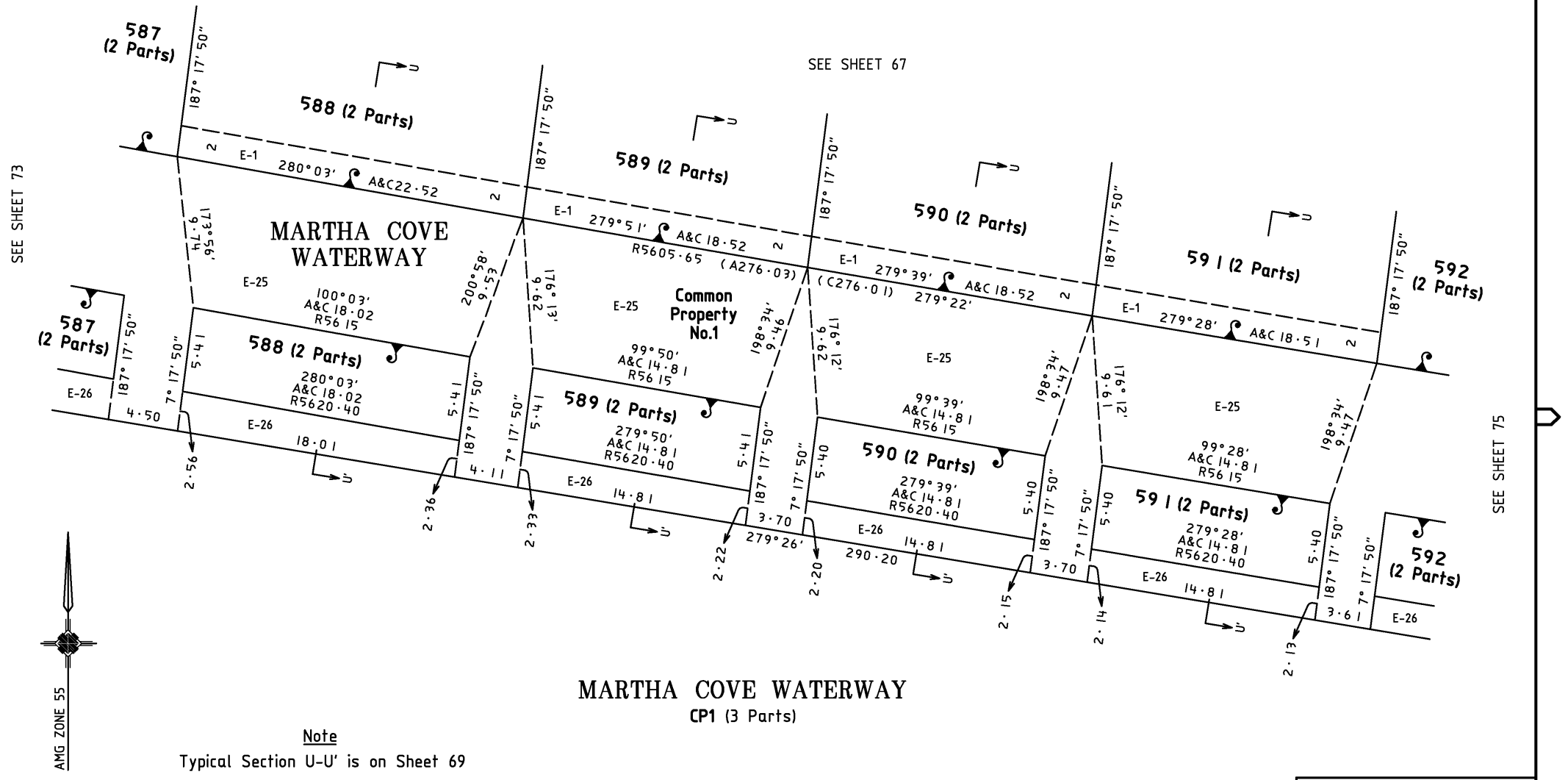
WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144	ORIGINAL SCALE 1:250 / SHEET SIZE A3	SCALE 0 2,5 5 7,5 10 12,5 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE ..... DATE 28/7/2005 REF 28397/2G VERSION 10	..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



MARTHA COVE WATERWAY
CP1 (3 Parts)

Note
Typical Section U-U' is on Sheet 69

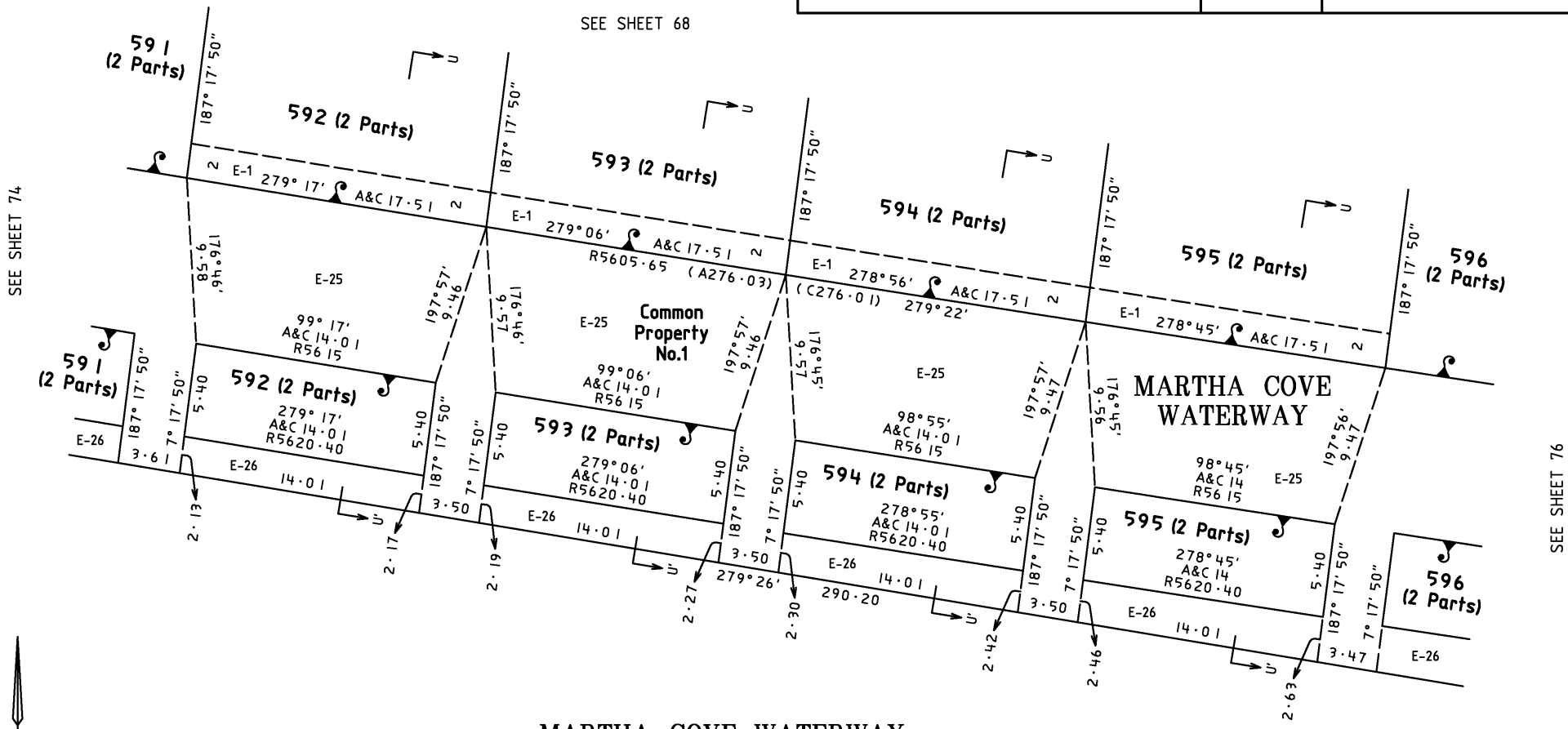
SHEET 74

WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 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 28/7/2005 REF 28397/2G VERSION 10	..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



MARTHA COVE WATERWAY

CP1 (3 Parts)

AMG ZONE 55

Note

Typical Section U-U' is on Sheet 69

SHEET 75

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE	ORIGINAL 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 28/7/2005

REF 28397/2G

VERSION 10

DATE / /20

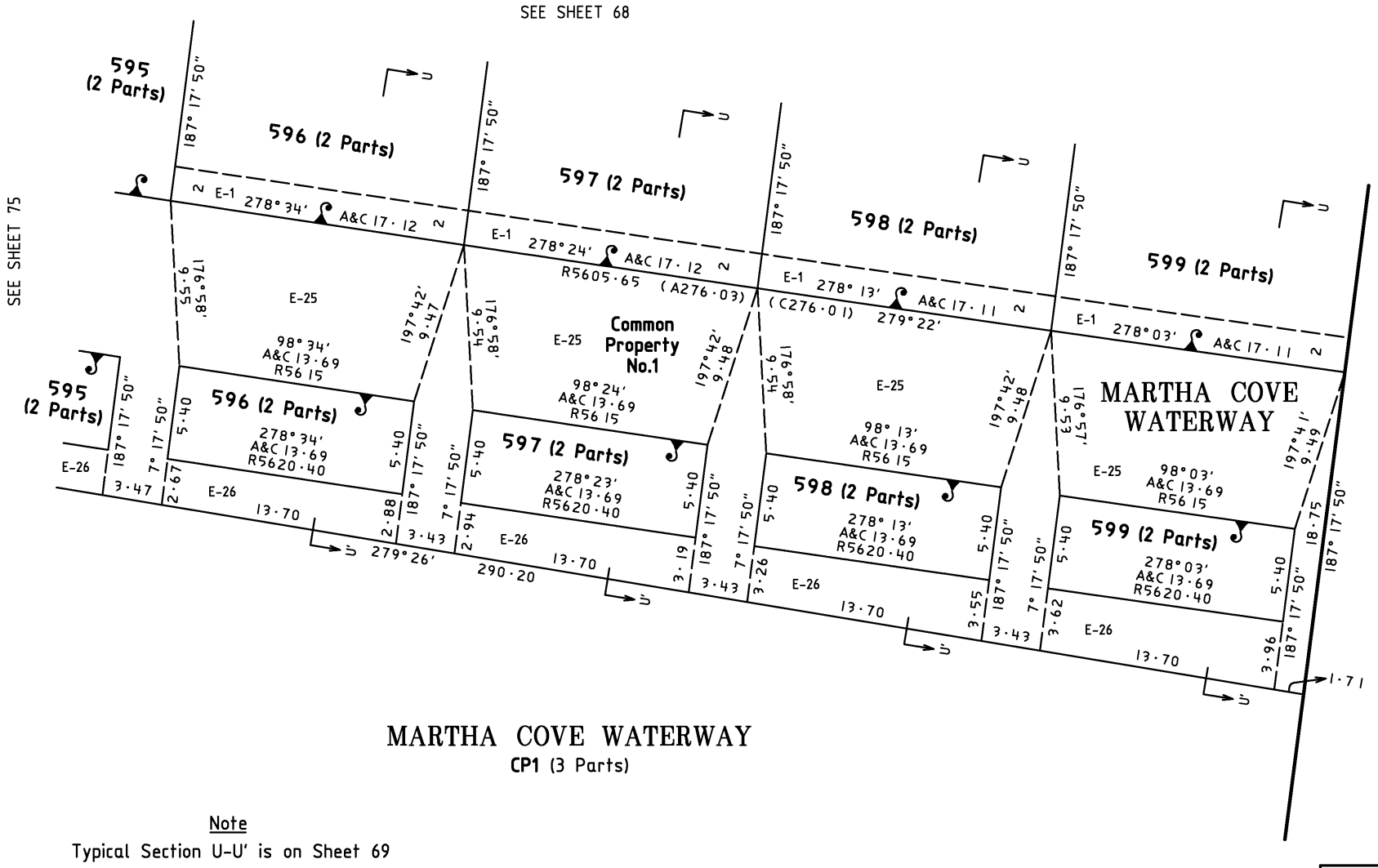
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



AMG ZONE 55

MARTHA COVE WATERWAY

CP1 (3 Parts)

Note

Typical Section U-U' is on Sheet 69

SHEET 76

WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644 LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 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 28/7/2005 REF 28397/2G VERSION 10	..... DATE / /20 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

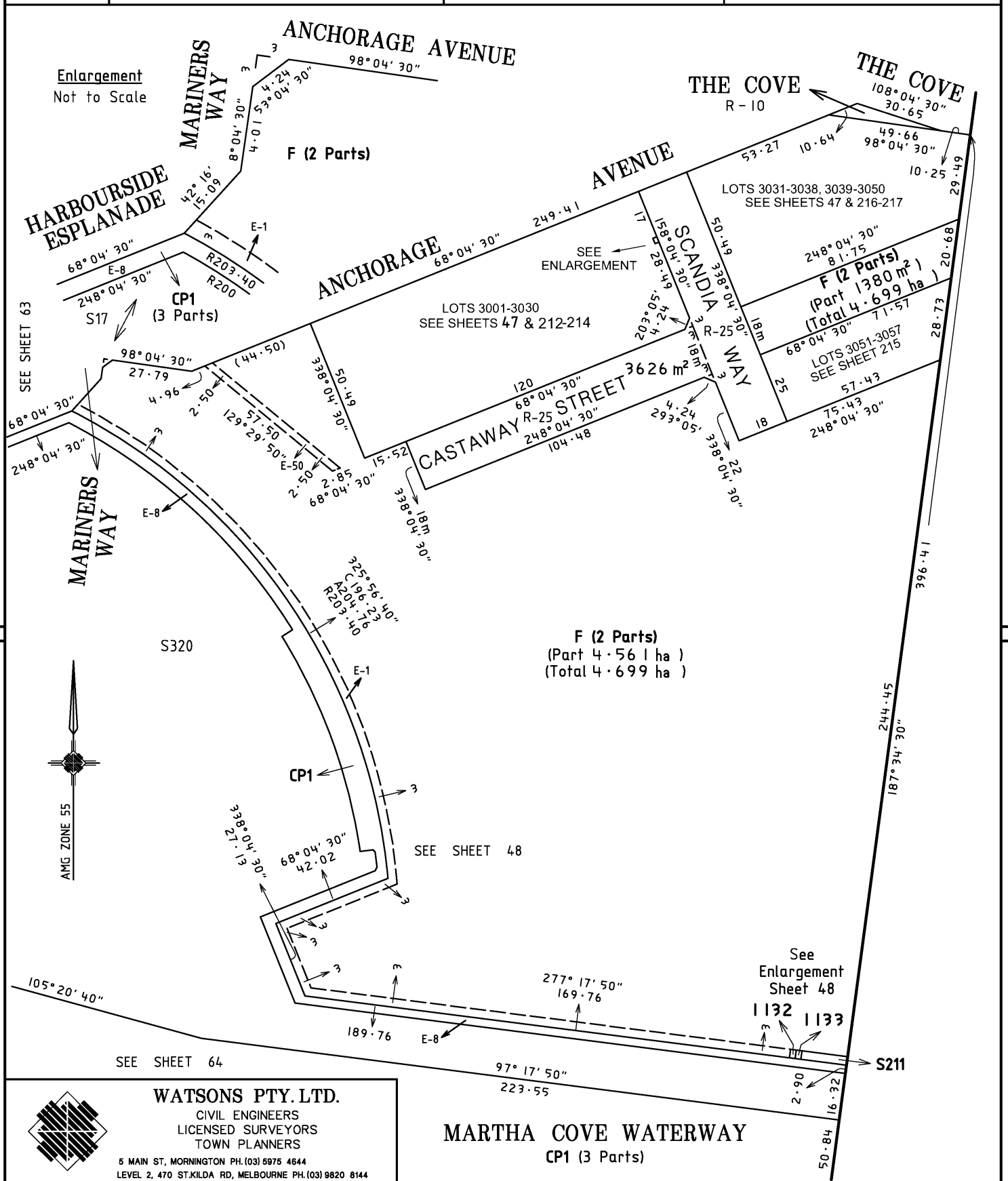
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Delivered by LANDATA®, timestamp 17/11/2022 15:28 Page 77 of 272

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

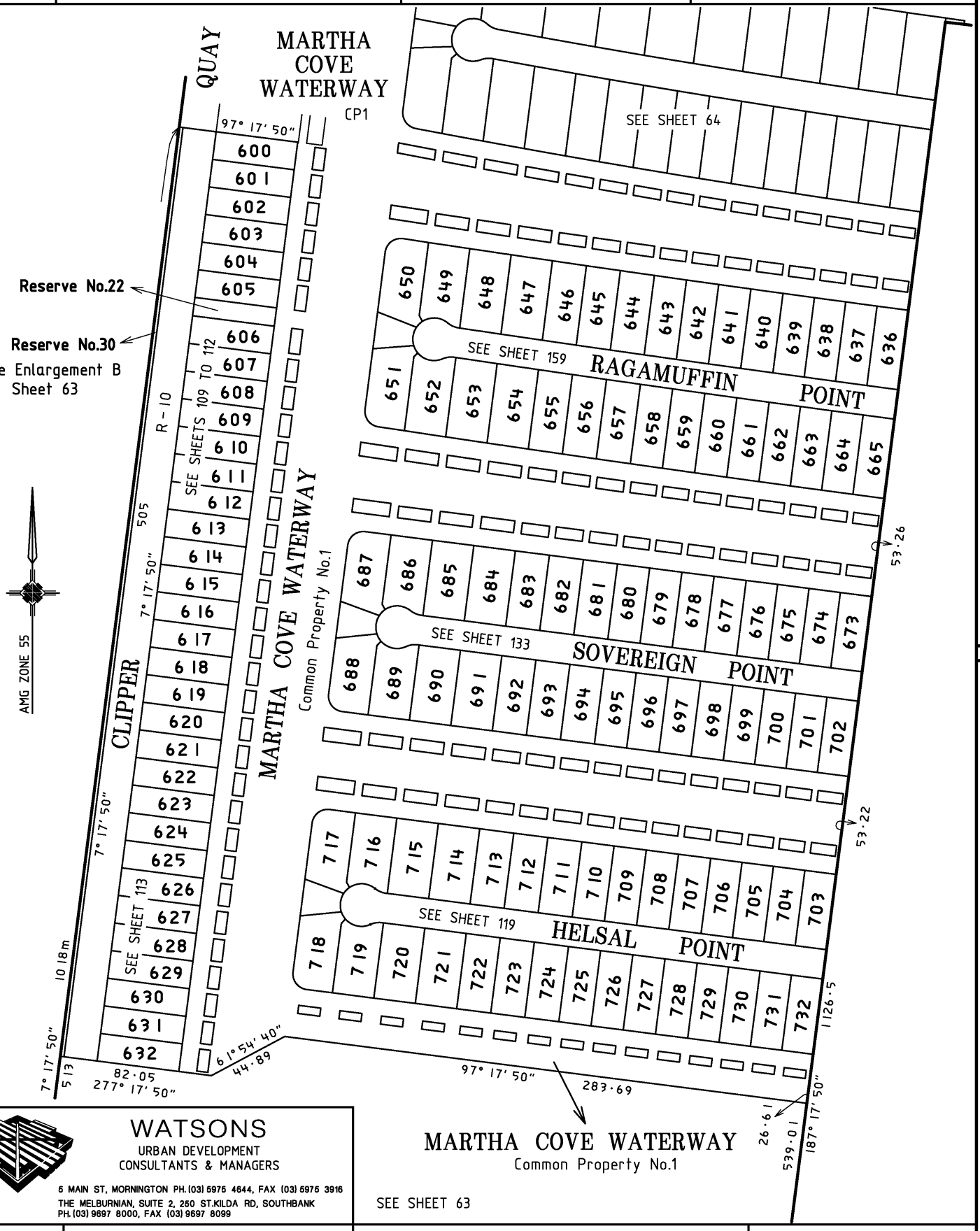
ORIGINAL SCALE	ORIGINAL SHEET SIZE	SCALE	LICENSED SURVEYOR (PRINT)	MICHAEL NEYLAN DEGG	SHEET 77
1:1250	A3	0 12.5 25 37.5 50 62.5 LENGTHS ARE IN METRES	SIGNATURE	DATE 28/7/2005	..... DATE / /20 COUNCIL DELEGATE SIGNATURE
			REF 28397/2G	VERSION 10	ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



MARTHA COVE WATERWAY
Common Property No.1

SEE SHEET 63

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH. (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	SHEET SIZE
1:2000	A3

SCALE
0 20 40 60 80 100
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 28/7/2005
REF 28397/2G
VERSION 10

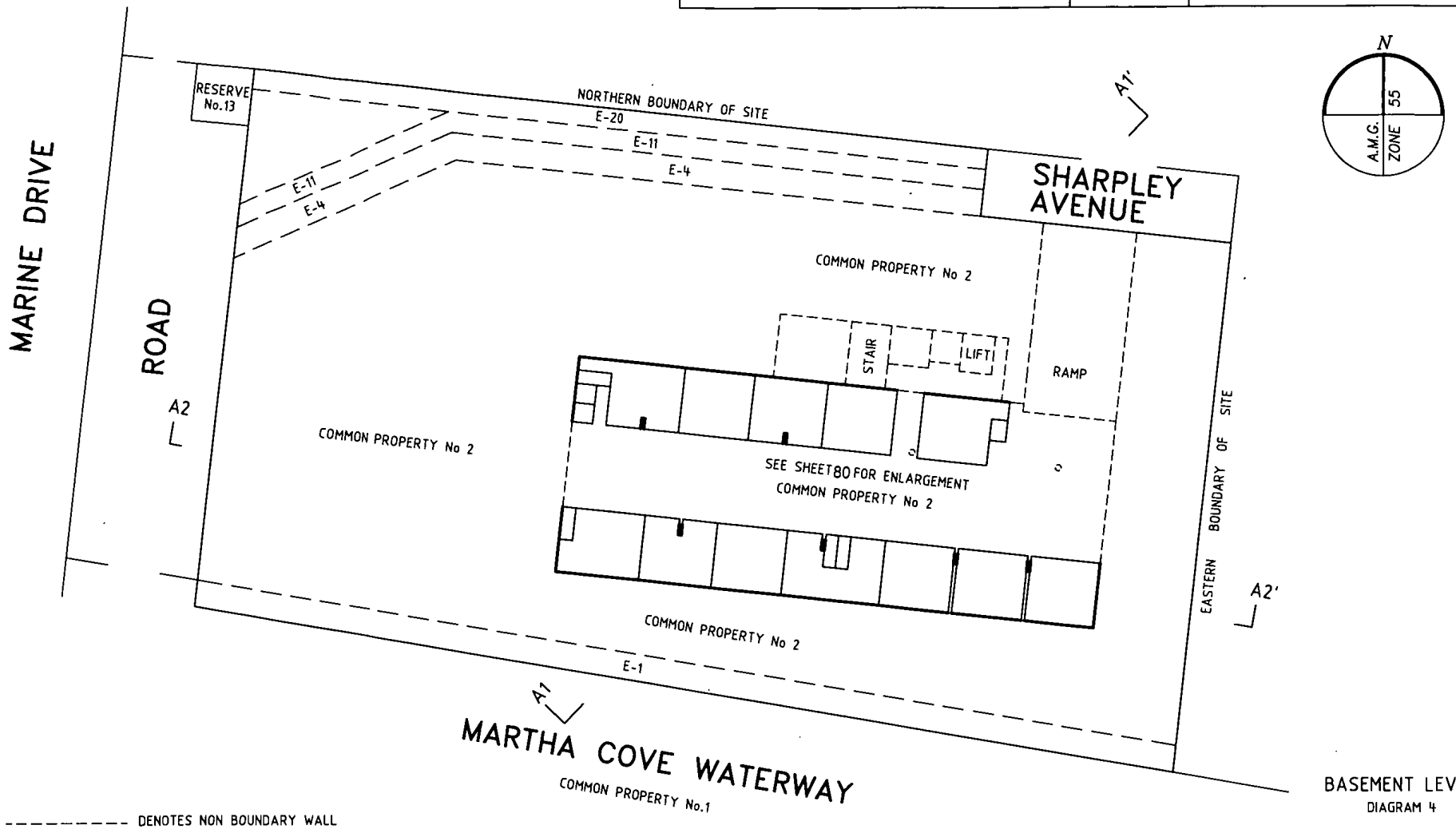
SHEET 78

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



BASEMENT LEVEL
DIAGRAM 4

---------- DENOTES NON BOUNDARY WALL
– – – – – DENOTES EASEMENT
SEE SITE DIAGRAM FOR EASEMENT DETAILS

Sheet 79

Beachside Apartments

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:300	A3

SCALE
3 0 6 12
LENGTHS ARE IN METRES

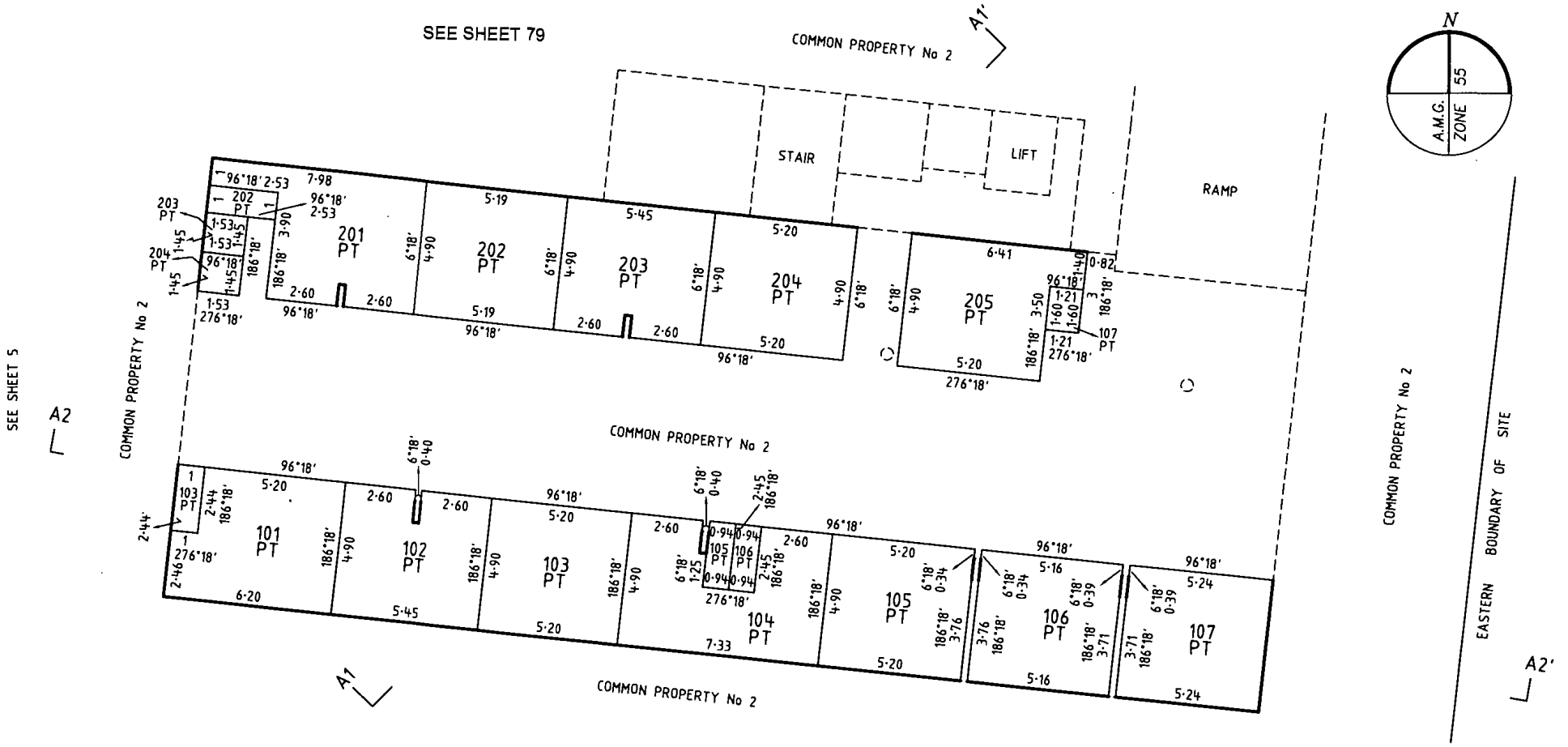
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SIGNATURE . . . . . DATE / /
REF 4928003
DWG 492800AE
26/03/07 VERSION E

. . . . . .
DATE
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



SEE SHEET 79

---------- DENOTES NON BOUNDARY WALL
— — — — — DENOTES EASEMENT
SEE SITE DIAGRAM FOR EASEMENT DETAILS

BASEMENT LEVEL (PART)
DIAGRAM 5

Sheet 80

Beachside Apartments	ORIGINAL SCALE 1:150 SHEET SIZE A3	SCALE 1·5 0 3 6 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE . . . . . DATE / / REF 4928003 DWG 492800AE 26/03/07 VERSION E

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

. . . . . DATE

COUNCIL DELEGATE SIGNATURE

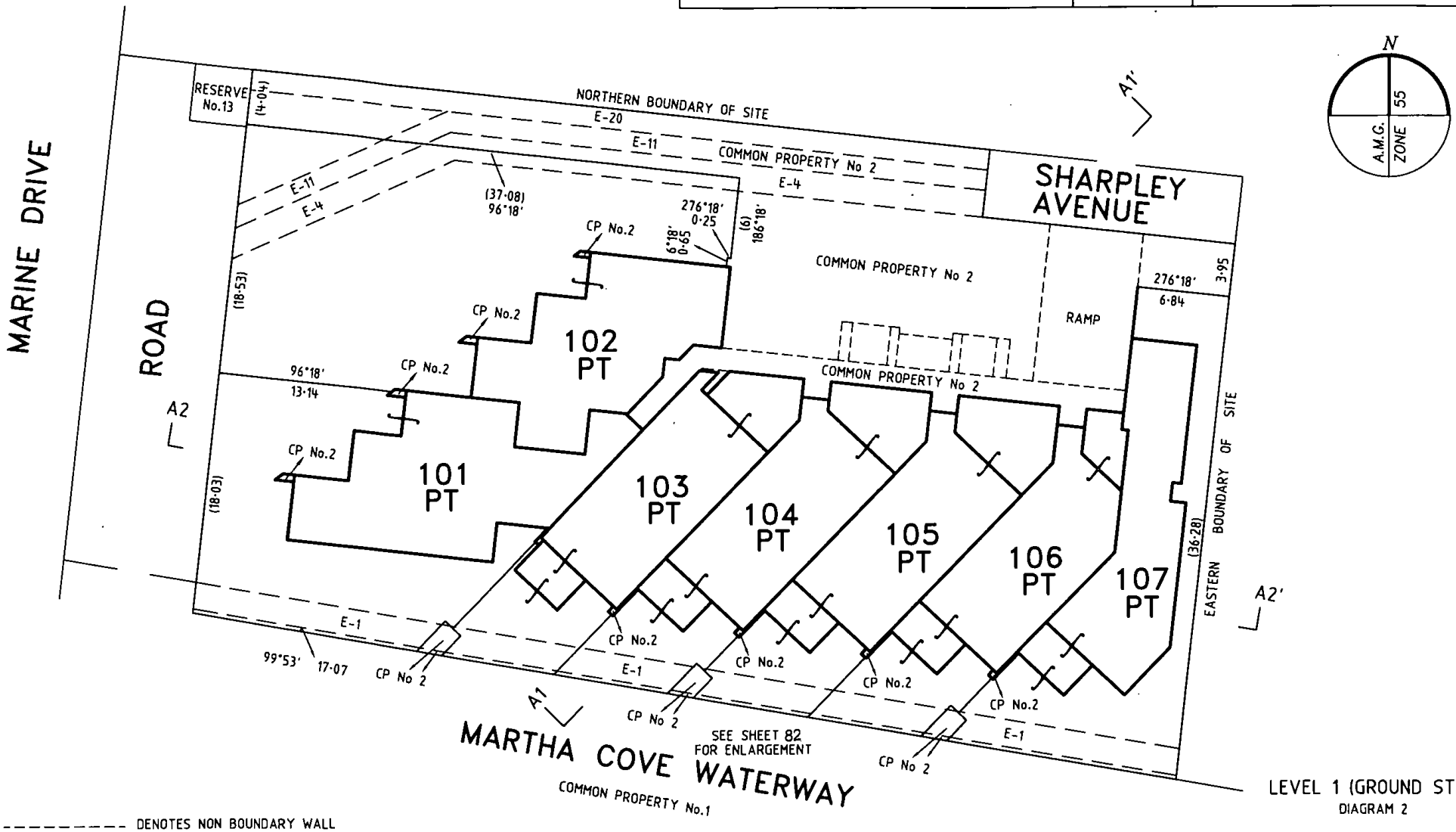
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



LEVEL 1 (GROUND STOREY)
DIAGRAM 2

---------- DENOTES NON BOUNDARY WALL
— — — — — DENOTES EASEMENT
SEE SITE DIAGRAM FOR EASEMENT DETAILS

Sheet 81

Beachside Apartments

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ORIGINAL

SCALE 1:300

SHEET SIZE A3

SCALE 3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE ..... DATE / /

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..... DATE

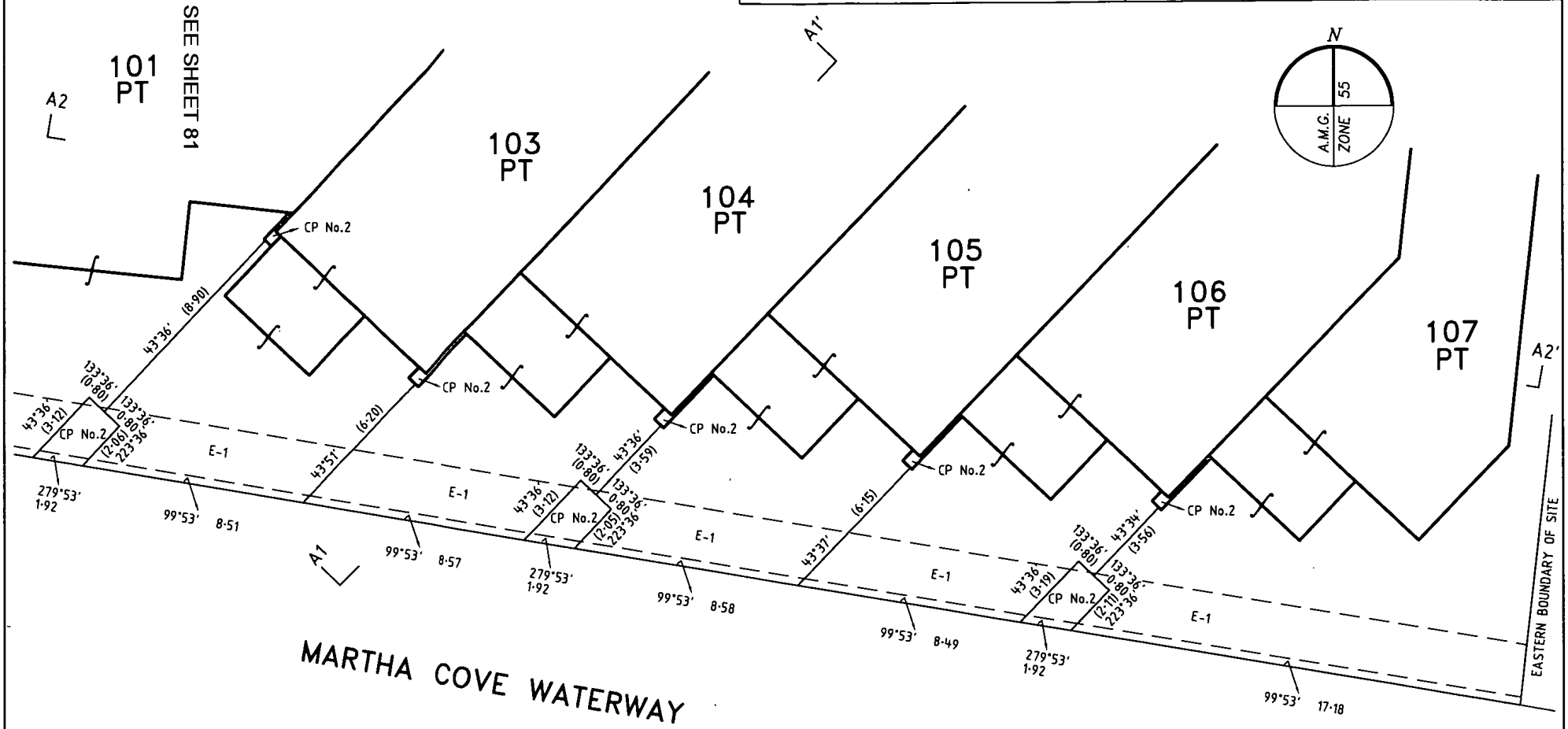
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 435310J**



---------- DENOTES NON BOUNDARY WALL
— — — — DENOTES EASEMENT
SEE SITE DIAGRAM FOR EASEMENT DETAILS

LEVEL 1 (GROUND STOREY) - PART
DIAGRAM 3

Sheet 82

Beachside Apartments

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ORIGINAL

SCALE	SHEET SIZE
1:150	A3

SCALE
1·5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE ..... DATE / /
REF 4928003
DWG 492800AE
26/03/07 VERSION E

..... DATE
COUNCIL DELEGATE SIGNATURE

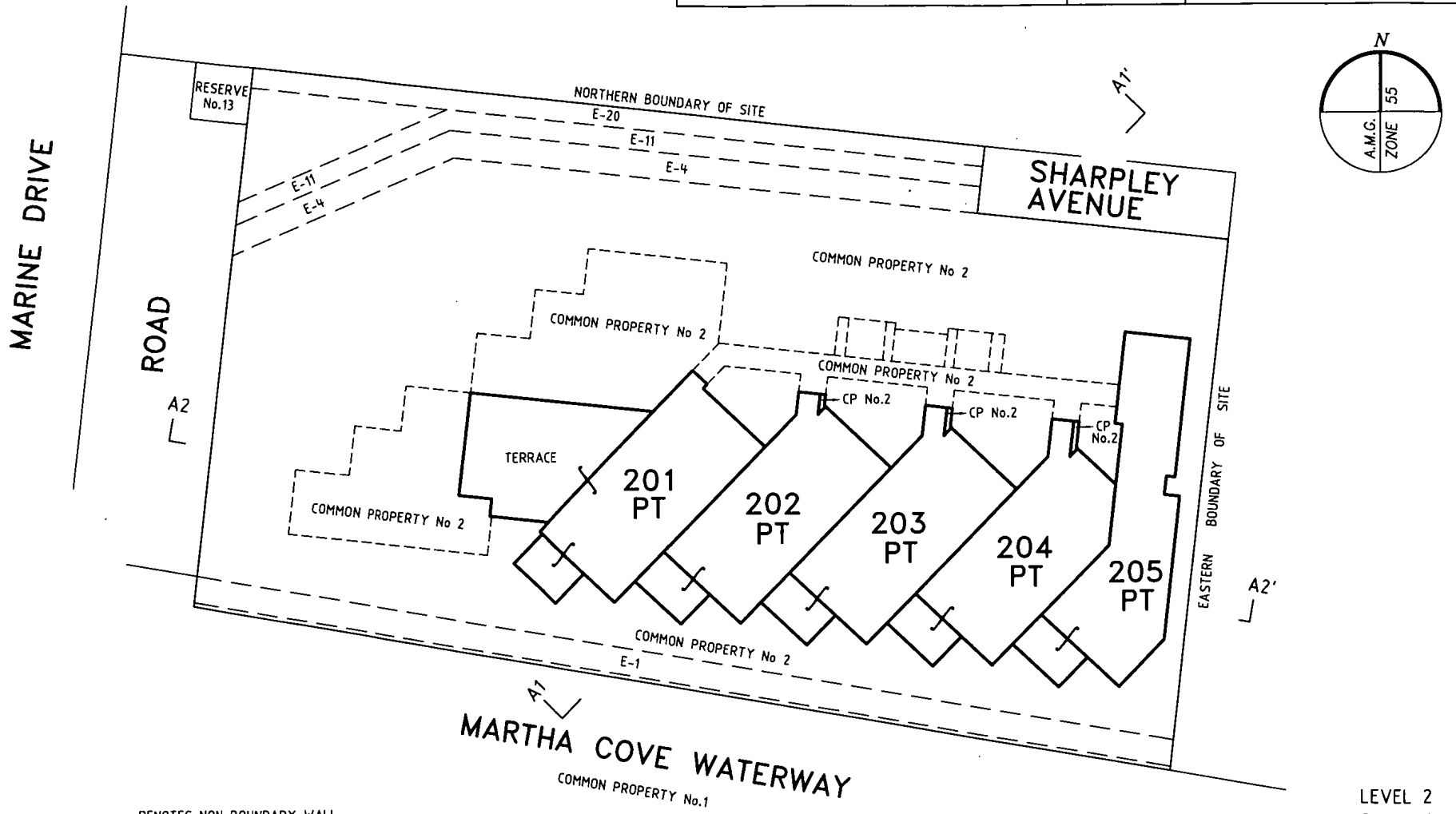
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



LEVEL 2
DIAGRAM 6

---------- DENOTES NON BOUNDARY WALL
– – – – – – DENOTES EASEMENT
SEE SITE DIAGRAM FOR EASEMENT DETAILS

Sheet 83

Beachside Apartments

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ORIGINAL

SCALE 1:300

SHEET SIZE A3

SCALE
3 0 6 12
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 4928003
DWG 492800AE

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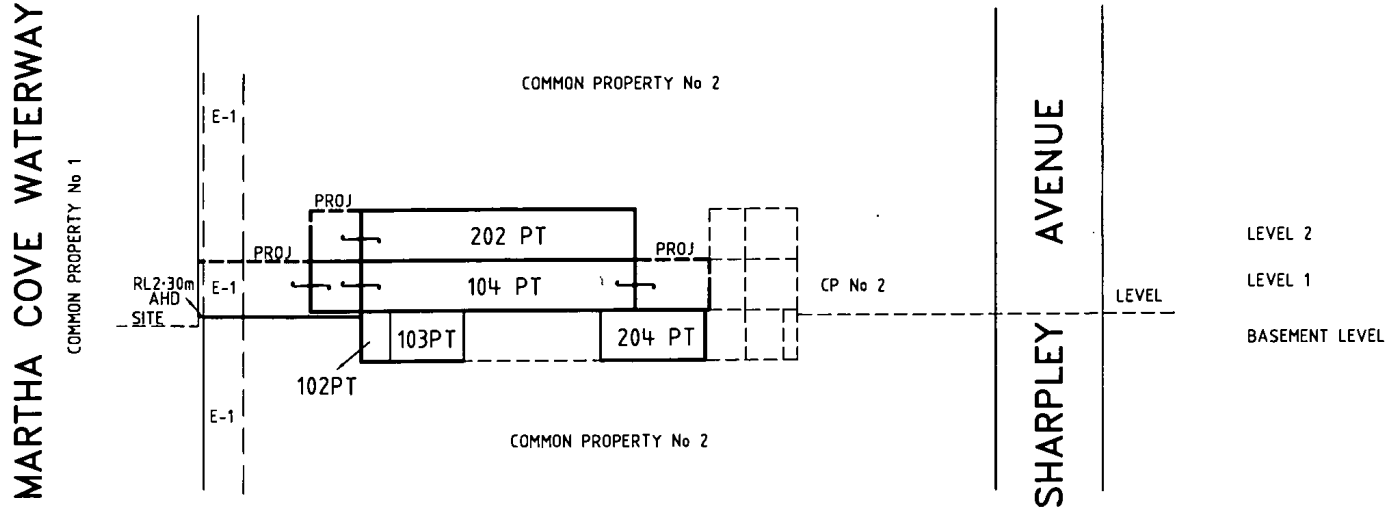
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DATE

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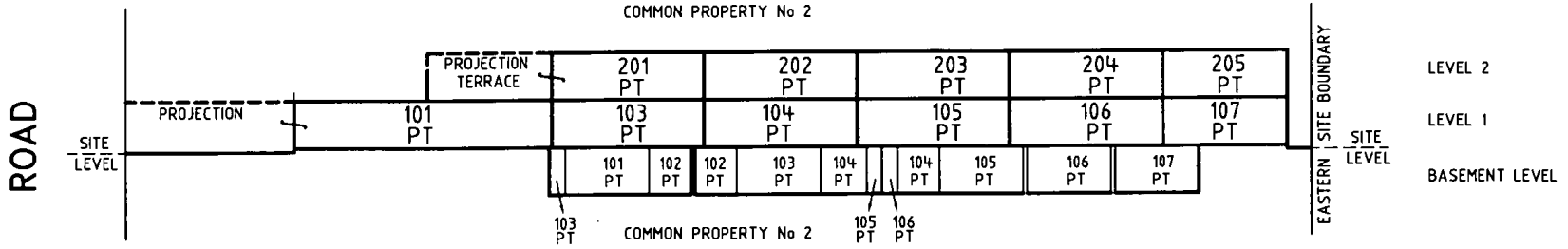
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



SECTION A-A'
NOT TO SCALE



SECTION A2-A2'
NOT TO SCALE

Sheet 84

Beachside Apartments

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ORIGINAL

SCALE | SHEET SIZE A3

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE . . . . . DATE / /
REF 4928003
DWG 492800AE
26/03/07 VERSION E

. . . . . .
DATE
COUNCIL DELEGATE SIGNATURE

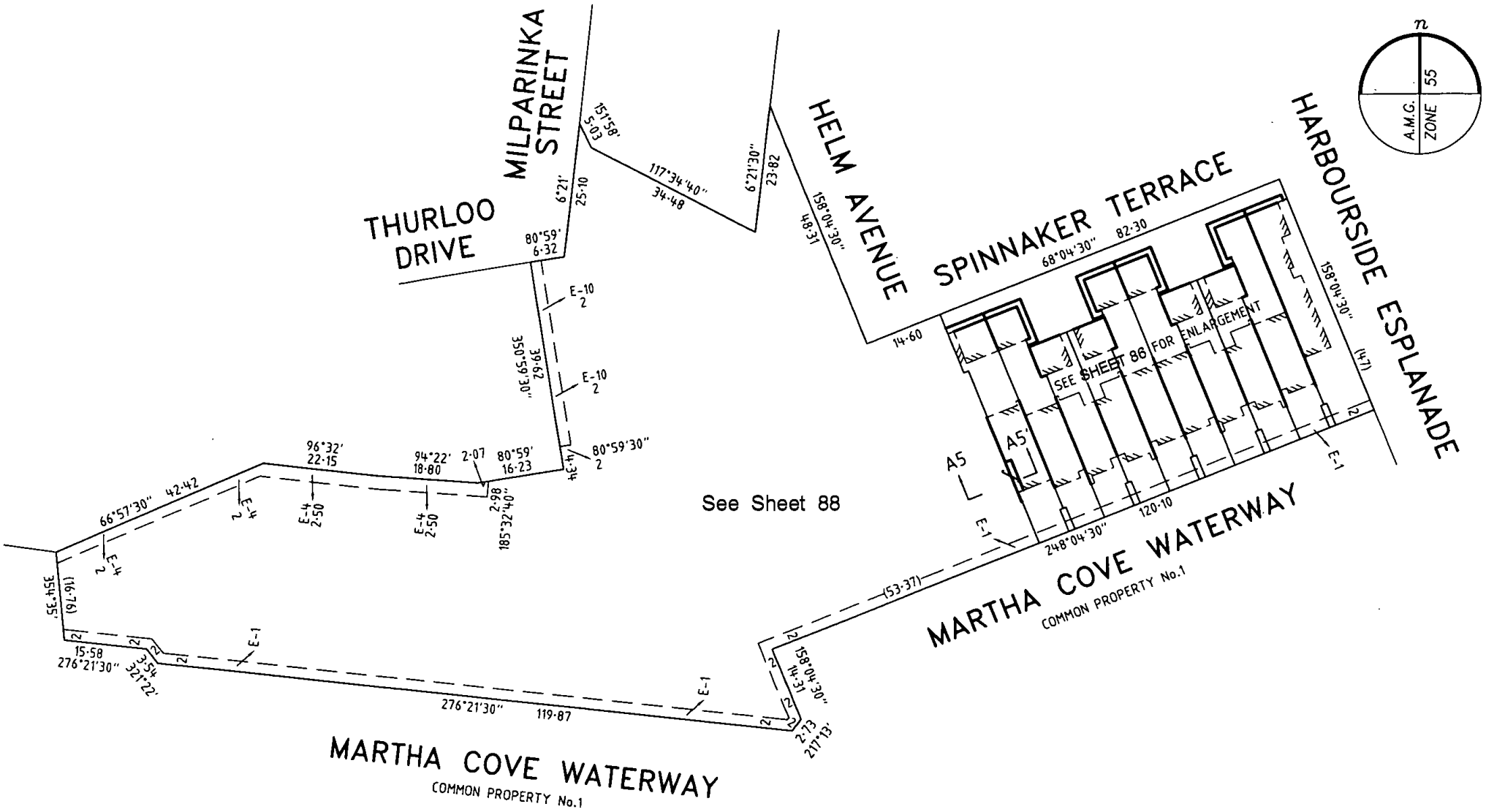
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



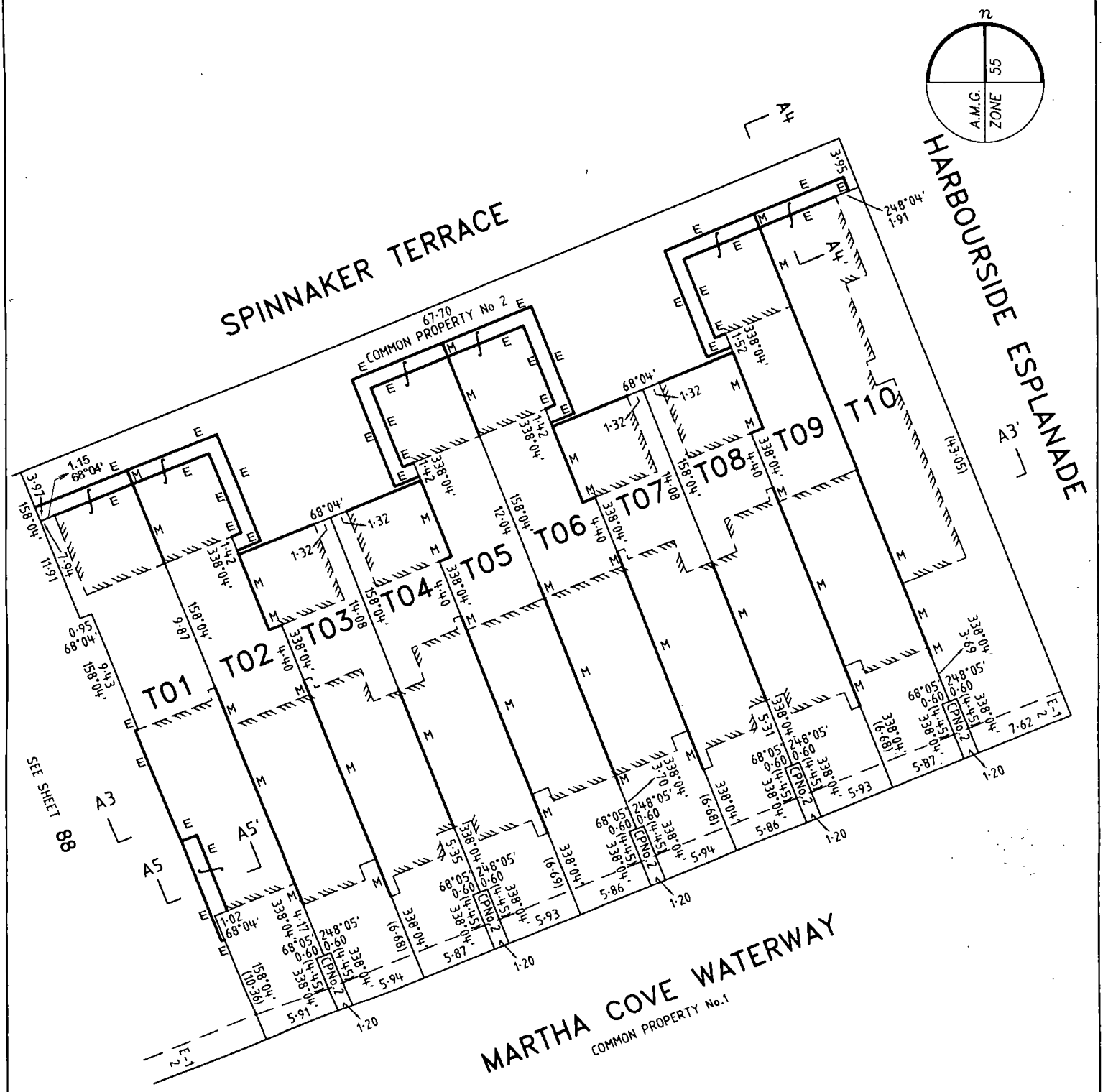
Sheet 85

Marina Terraces **Bosco Jonson Pty Ltd** A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road, South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992	ORIGINAL SCALE 1:750 SHEET SIZE A3	SCALE 7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE ..... DATE / / REF 4928003 DWG 492800BC 31/07/07 VERSION C	DATE ..... COUNCIL DELEGATE SIGNATURE

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J



Marina Terraces

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Vic 3205 Australia DX 20524 Emerald Hill
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ORIGINAL		SCALE					
SCALE	SHEET SIZE	3	0	6	12	LICENSED SURVEYOR (PRINT)	ROSS NICHOLSON
1:300	A3	LENGTHS ARE IN METRES				SIGNATURE . . . . . DATE / /	
						REF 4928003 DWG 492800BC 31/07/07 VERSION C	

Sheet 86

DATE / /

COUNCIL DELEGATE SIGNATURE

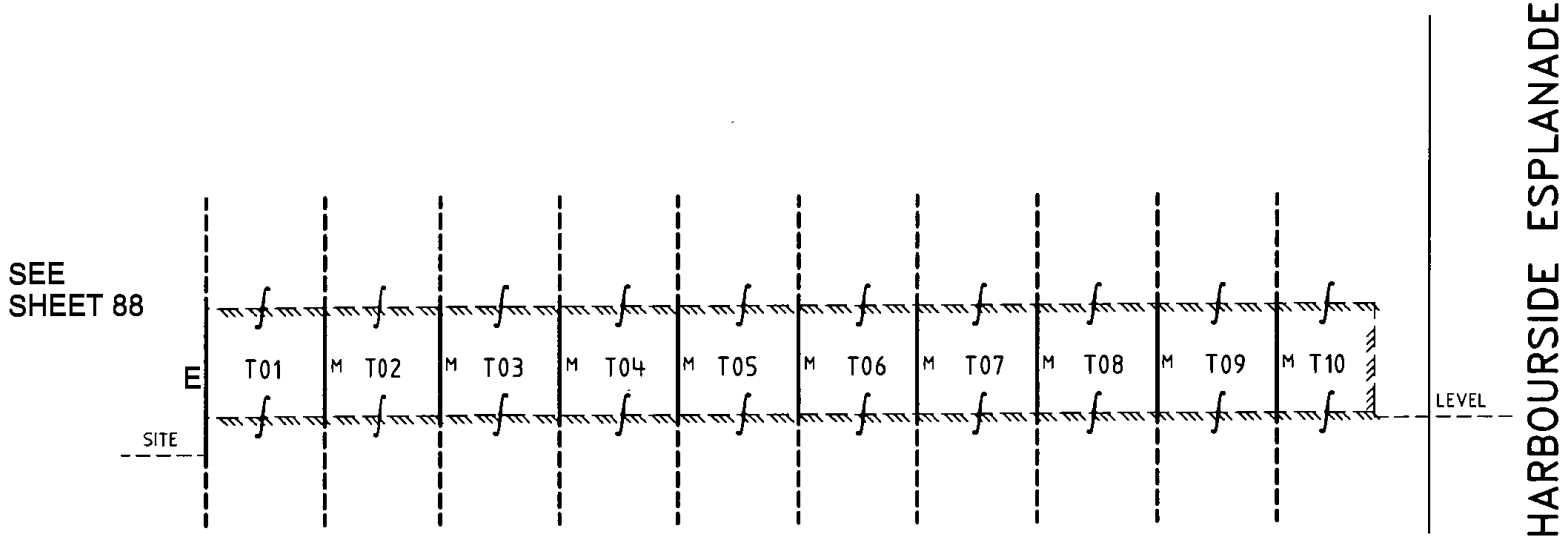
Original sheet size A3

PLAN OF SUBDIVISION

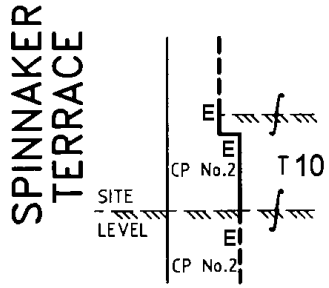
Stage No.

Plan Number

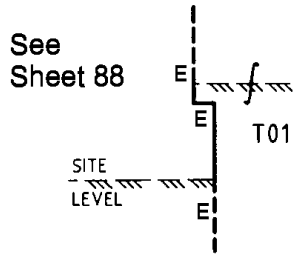
PS 435310J



SECTION A3-A3'
NOT TO SCALE



SECTION A4-A4'
NOT TO SCALE
ALSO TYPICAL FOR LOTS
T01 , T02 , T05 , T06 , T09



SECTION A5-A5'
NOT TO SCALE

Sheet 87

Marina Terraces

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ORIGINAL

SCALE | SHEET SIZE A3

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 4928003
DWG 492800BC

31/07/07 VERSION C

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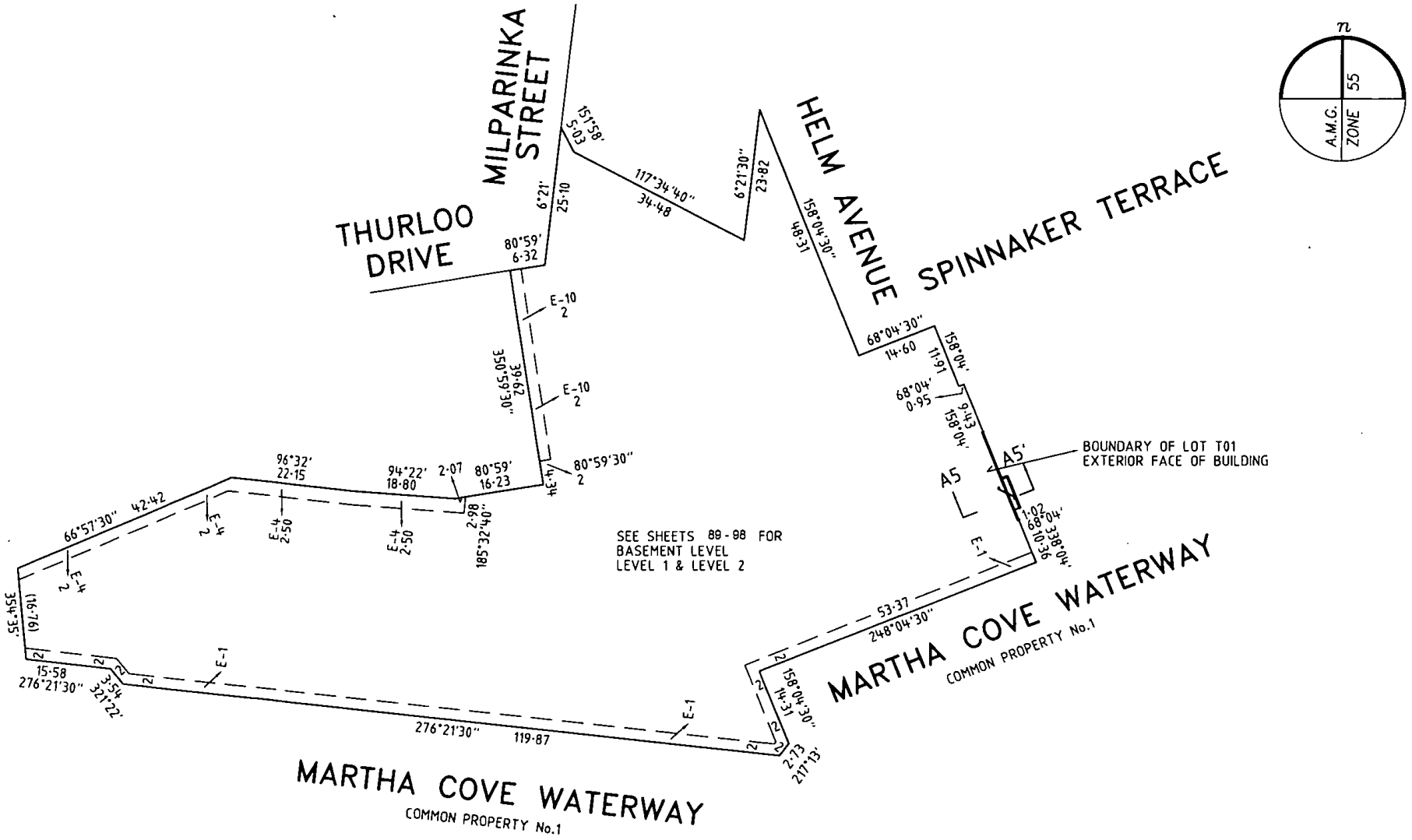
DATE

COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435310J



Sheet 88

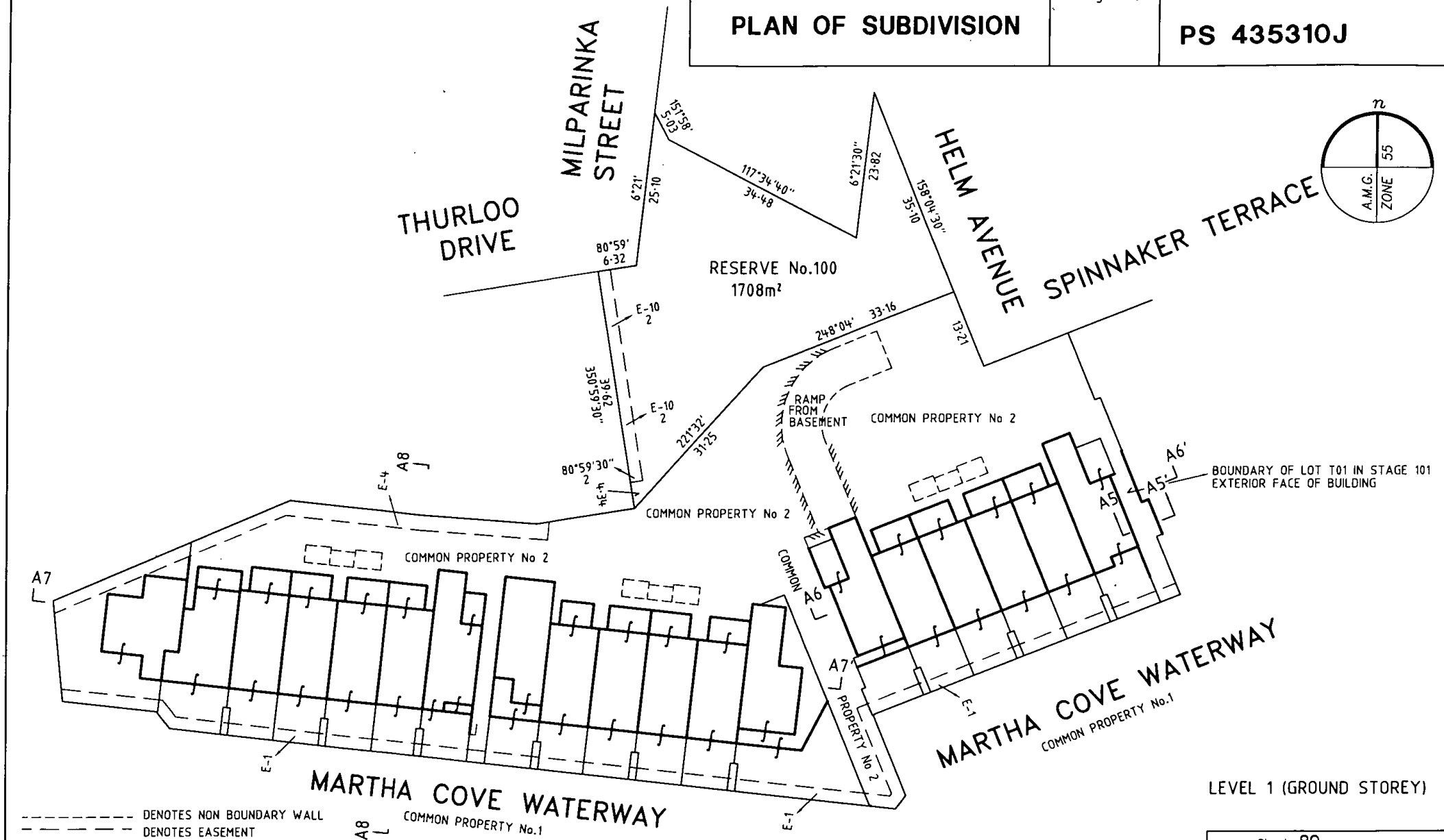
Harbourside Apartments	ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road, South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750 / SHEET SIZE A3	7.5 0 15 30 LENGTHS ARE IN METRES	SIGNATURE ..... DATE / /	DATE .....
			REF 4928003 DWG 492800CE 03/08/07 VERSION E	COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 435310J**



LEVEL 1 (GROUND STOREY)

DENOTES NON BOUNDARY WALL

DENOTES EASEMENT

Sheet 89

Harbourside Apartments

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ORIGINAL

SCALE 1:600

SHEET SIZE A3

SCALE 6 0 12 24 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE ..... DATE / /

REF 4928003

DWG 492800CE

03/08/07 VERSION E

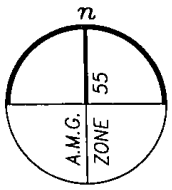
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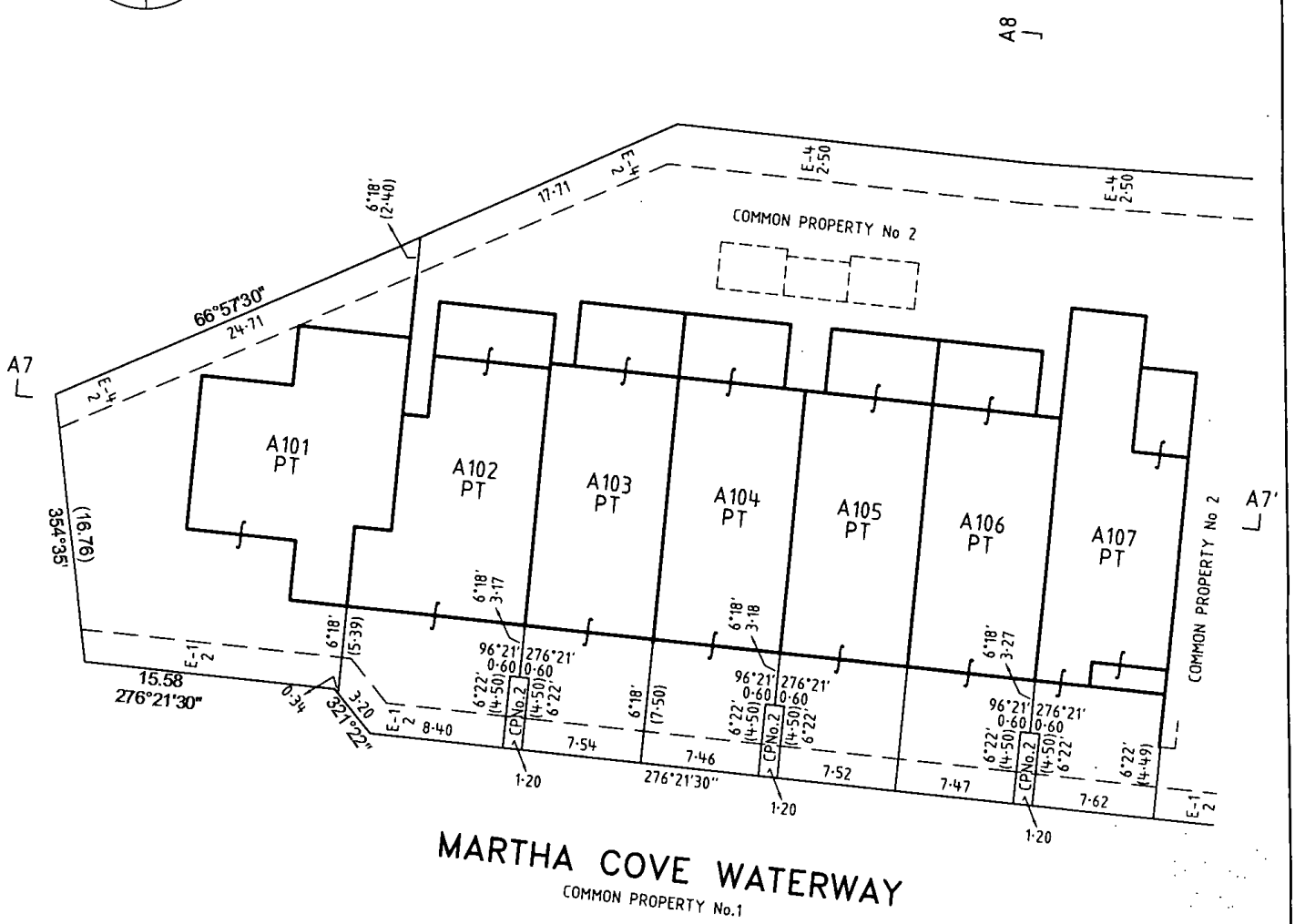
COUNCIL DELEGATE SIGNATURE .....

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J





---------- DENOTES NON BOUNDARY WALL
– – – – – DENOTES EASEMENT

LEVEL 1 (GROUND STOREY) PART

Harbourside Apartments

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16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
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Sheet 90

ORIGINAL

SCALE 1:300

SHEET SIZE A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 4928003 DWG 492800CE 03/08/07 VERSION C

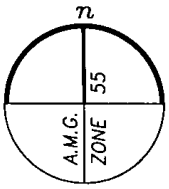
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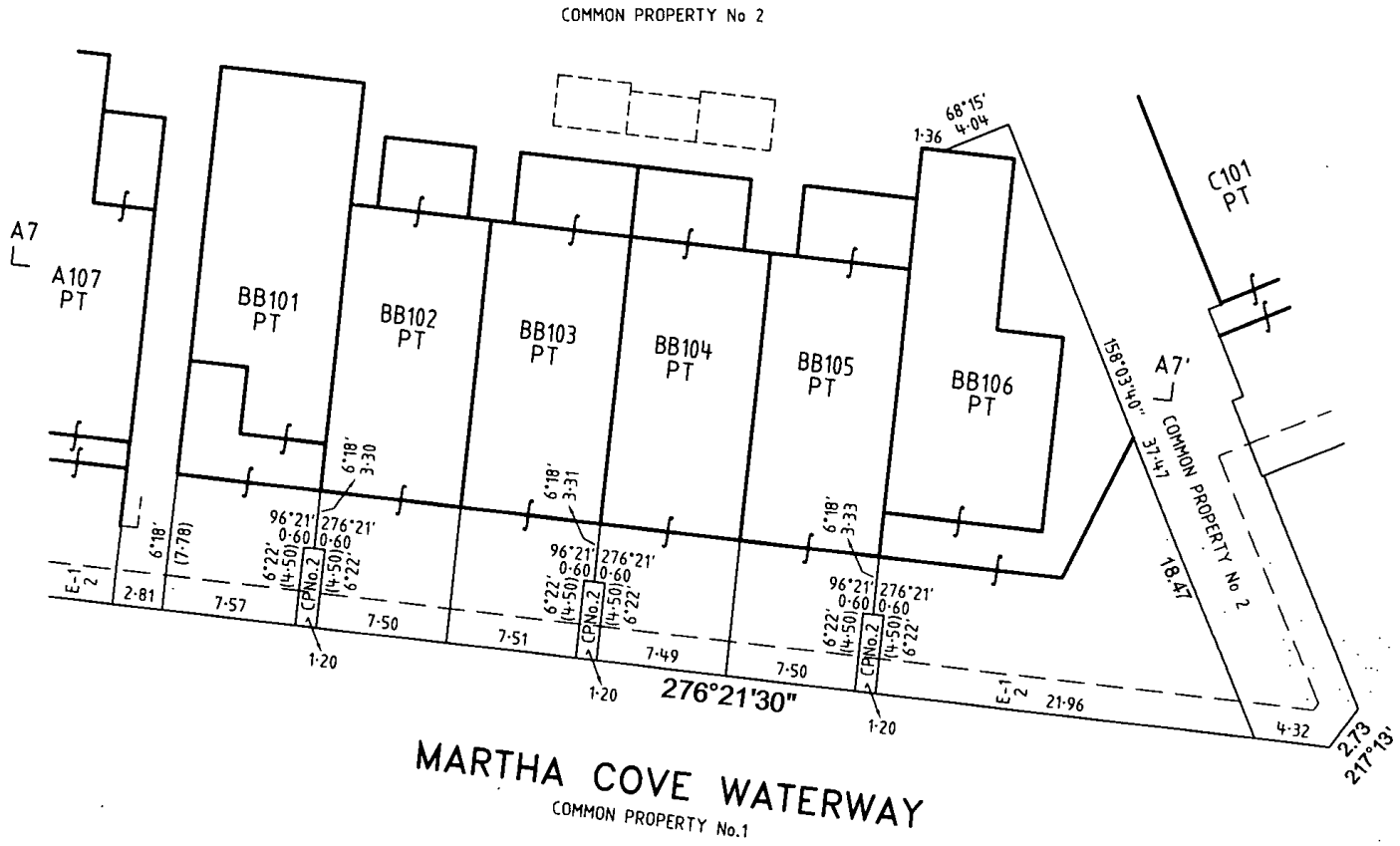
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J





---------- DENOTES NON BOUNDARY WALL
— — — — — DENOTES EASEMENT

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LEVEL 1 (GROUND STOREY) PART

Sheet 91

ORIGINAL

SCALE	SHEET SIZE
1:300	A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 4928003
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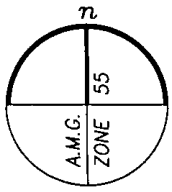
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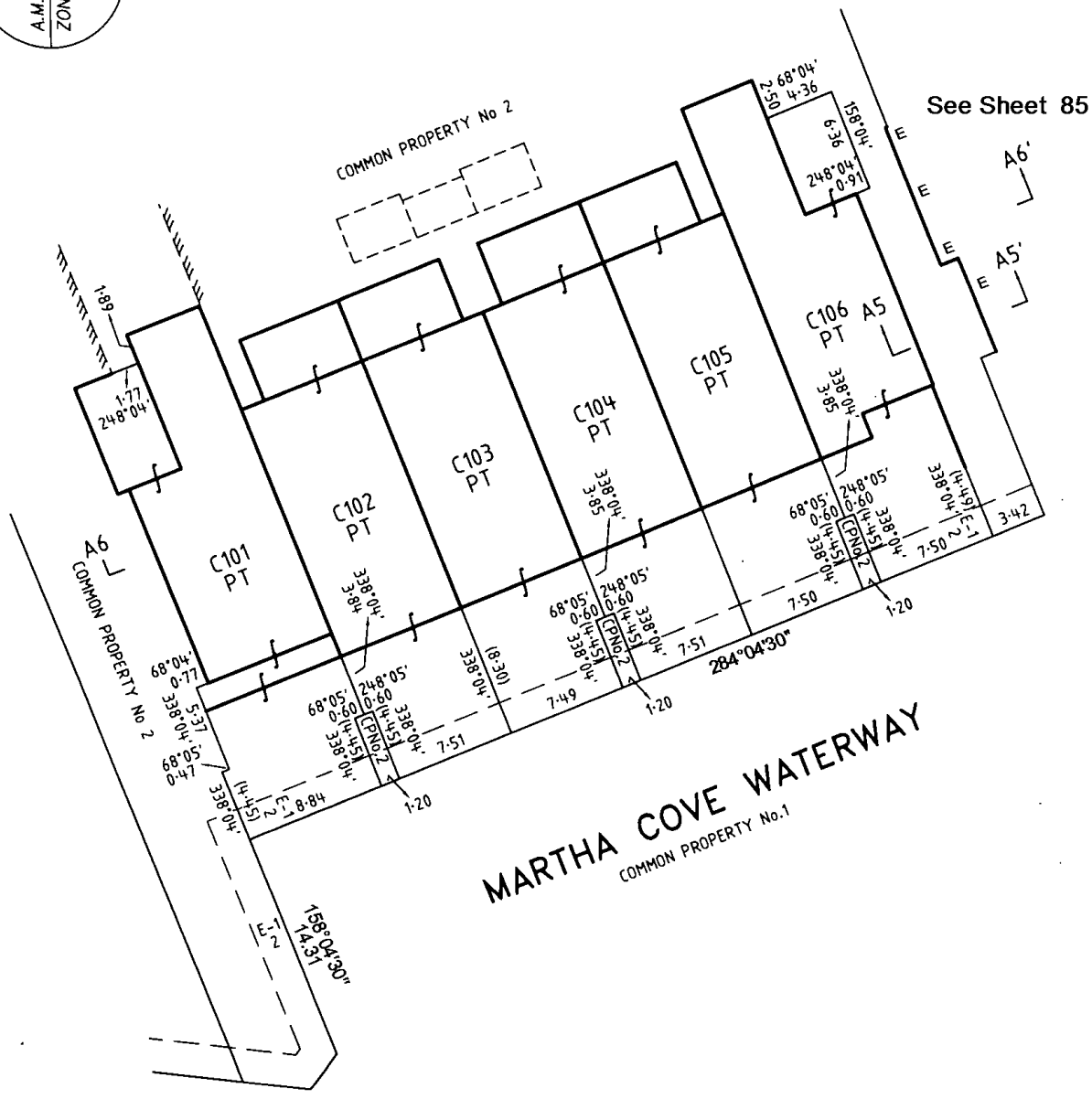
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Original sheet size A3

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J





---------- DENOTES NON BOUNDARY WALL
— — — — DENOTES EASEMENT

Harbourside Apartments

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LEVEL 1 (GROUND STOREY) PART

Sheet 92

ORIGINAL

SCALE	SHEET SIZE
1:300	A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 4928003 DWG 492800CE 03/08/07 VERSION C

. . . . . DATE

COUNCIL DELEGATE SIGNATURE

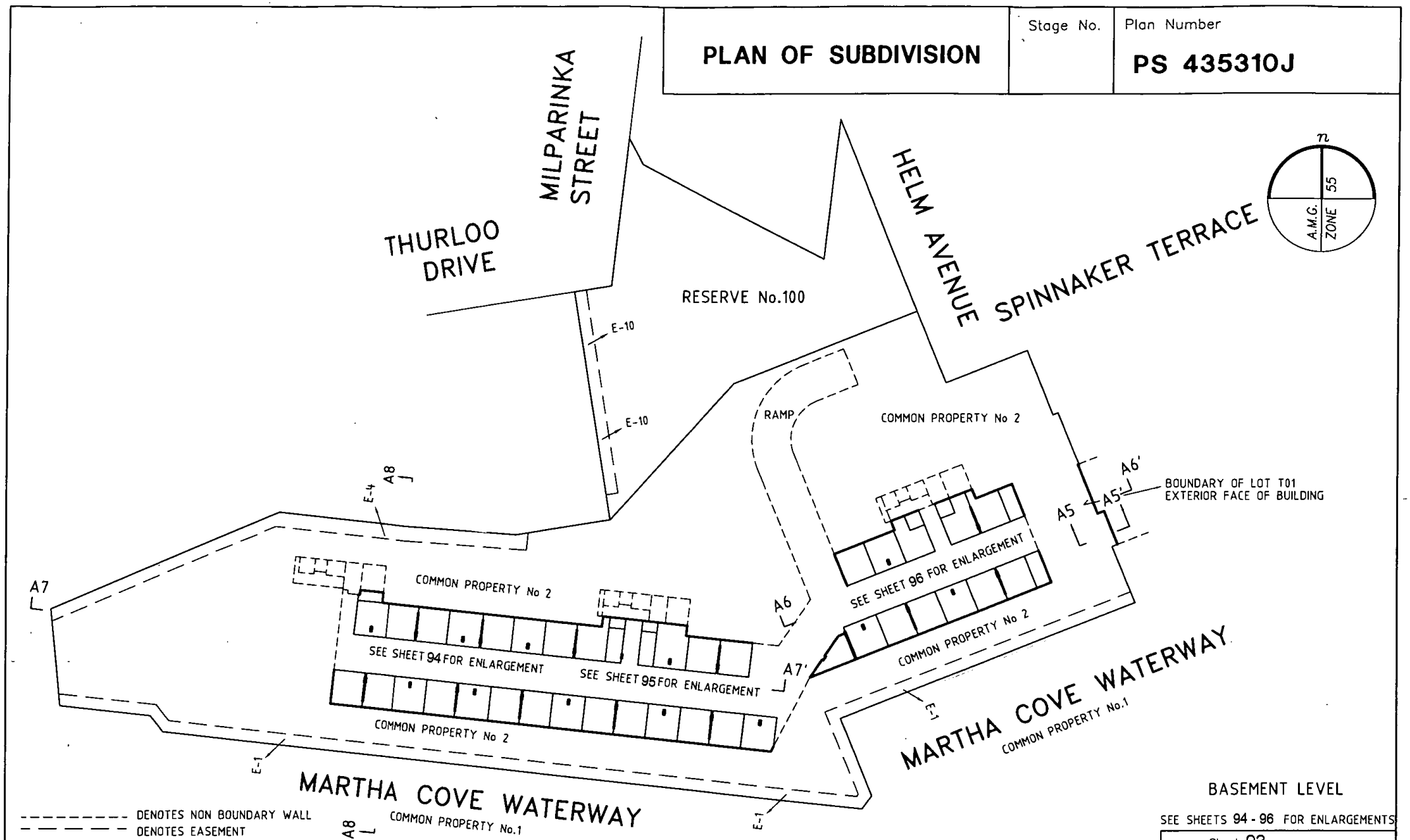
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



DENOTES NON BOUNDARY WALL

DENOTES EASEMENT

BASEMENT LEVEL

SEE SHEETS 94 - 96 FOR ENLARGEMENTS

Sheet 93

Harbourside Apartments

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ORIGINAL

SCALE 1:600

SHEET SIZE A3

SCALE

6 0 12 24

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 4928003

DWG 492800CE

03/08/07 VERSION E

. . . . . .

DATE

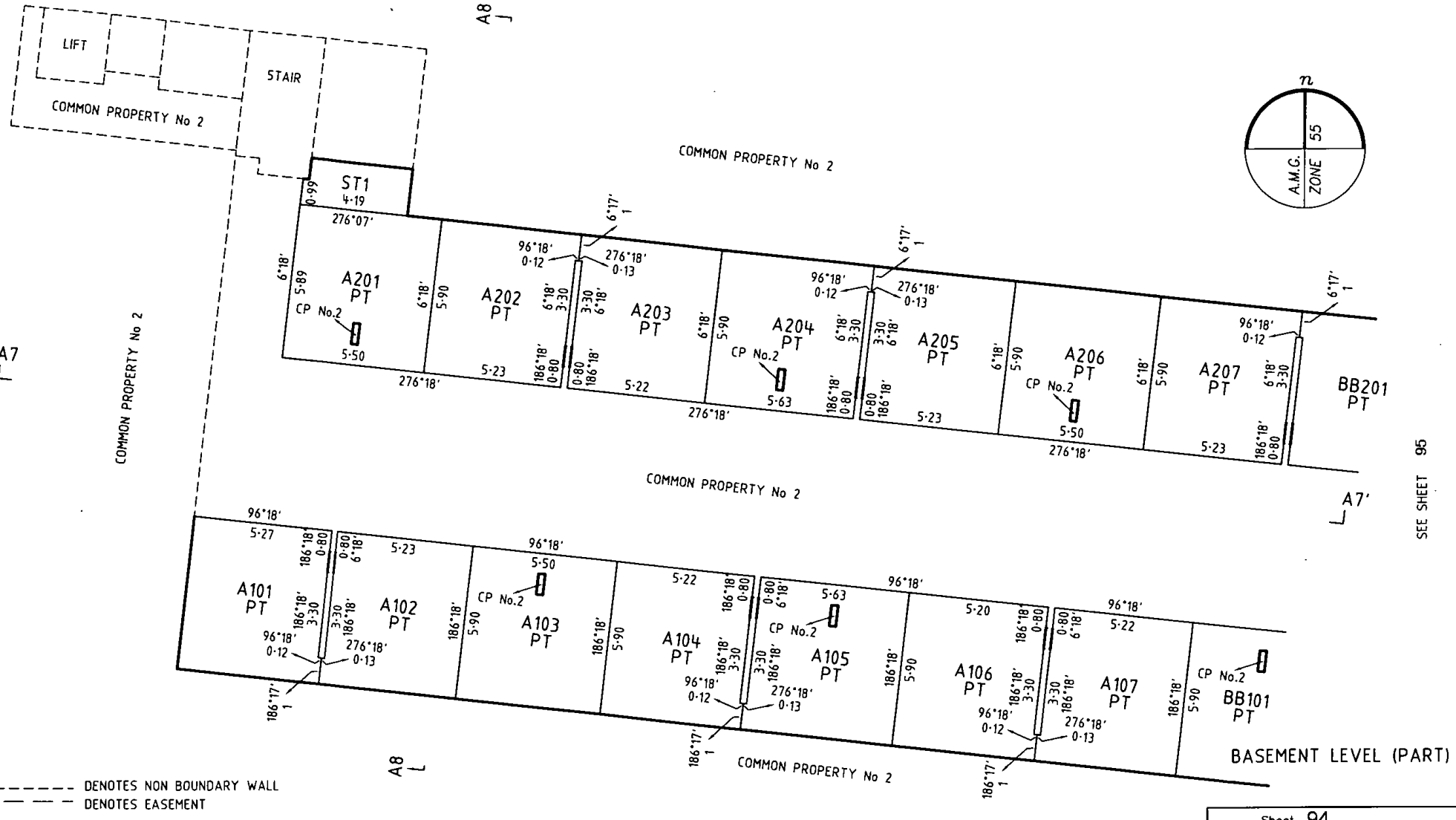
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PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 435310J**



Sheet 94

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Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:150	A3

SCALE

1·5 0 3 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE ..... DATE / /

REF 4928003
DWG 492800CE

03/08/07 VERSION E

DATE .....

COUNCIL DELEGATE SIGNATURE

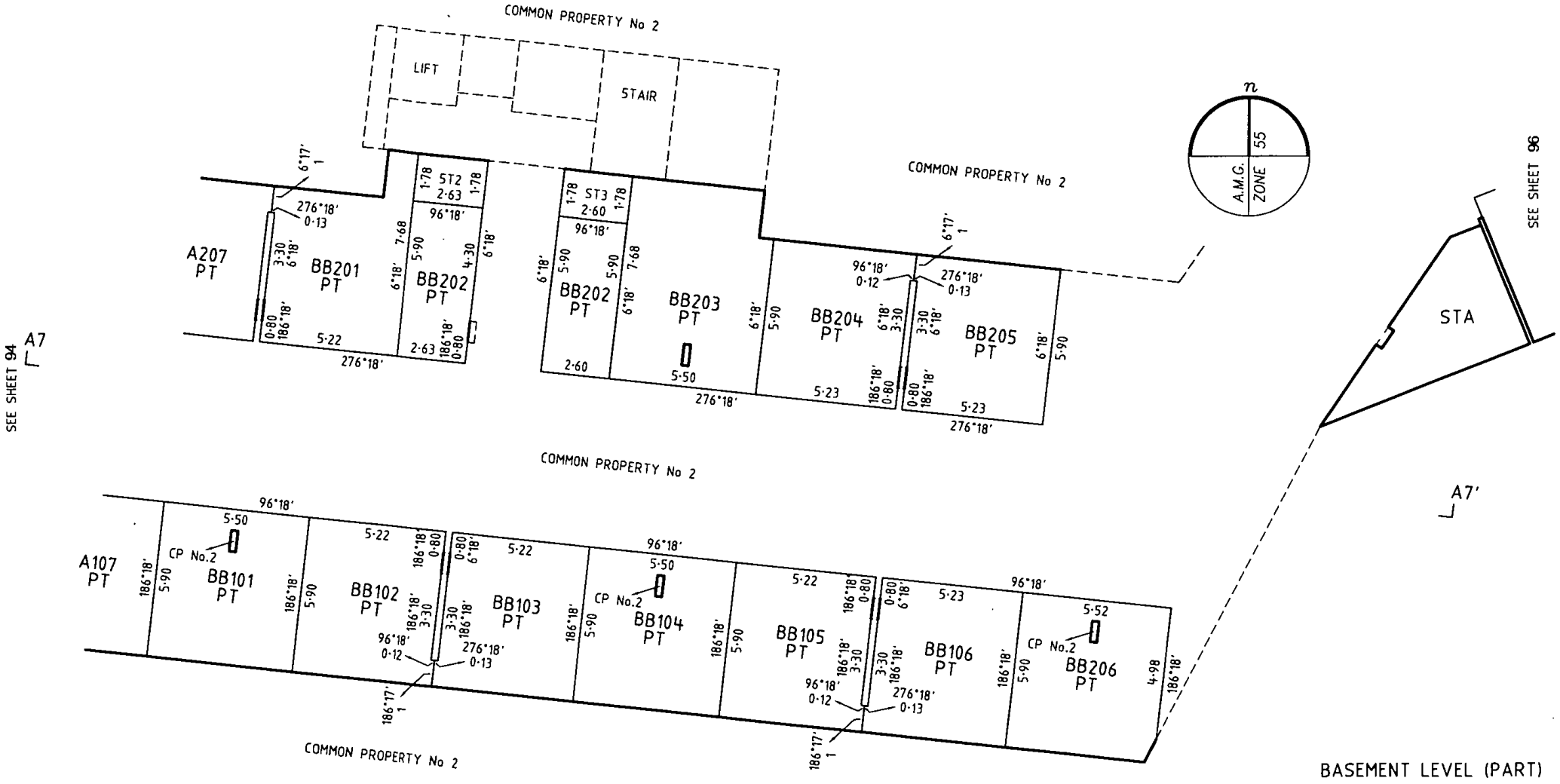
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



BASEMENT LEVEL (PART)

---------- DENOTES NON BOUNDARY WALL
– — – — – DENOTES EASEMENT

Sheet 95

Harbourside Apartments **Bosco Jonson Pty Ltd** A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road, South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992	ORIGINAL SCALE 1:150 SHEET SIZE A3	SCALE 1·5 0 3 6 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE ..... DATE / / REF 4928003 DWG 492800CE 03/08/07 VERSION E	..... DATE COUNCIL DELEGATE SIGNATURE

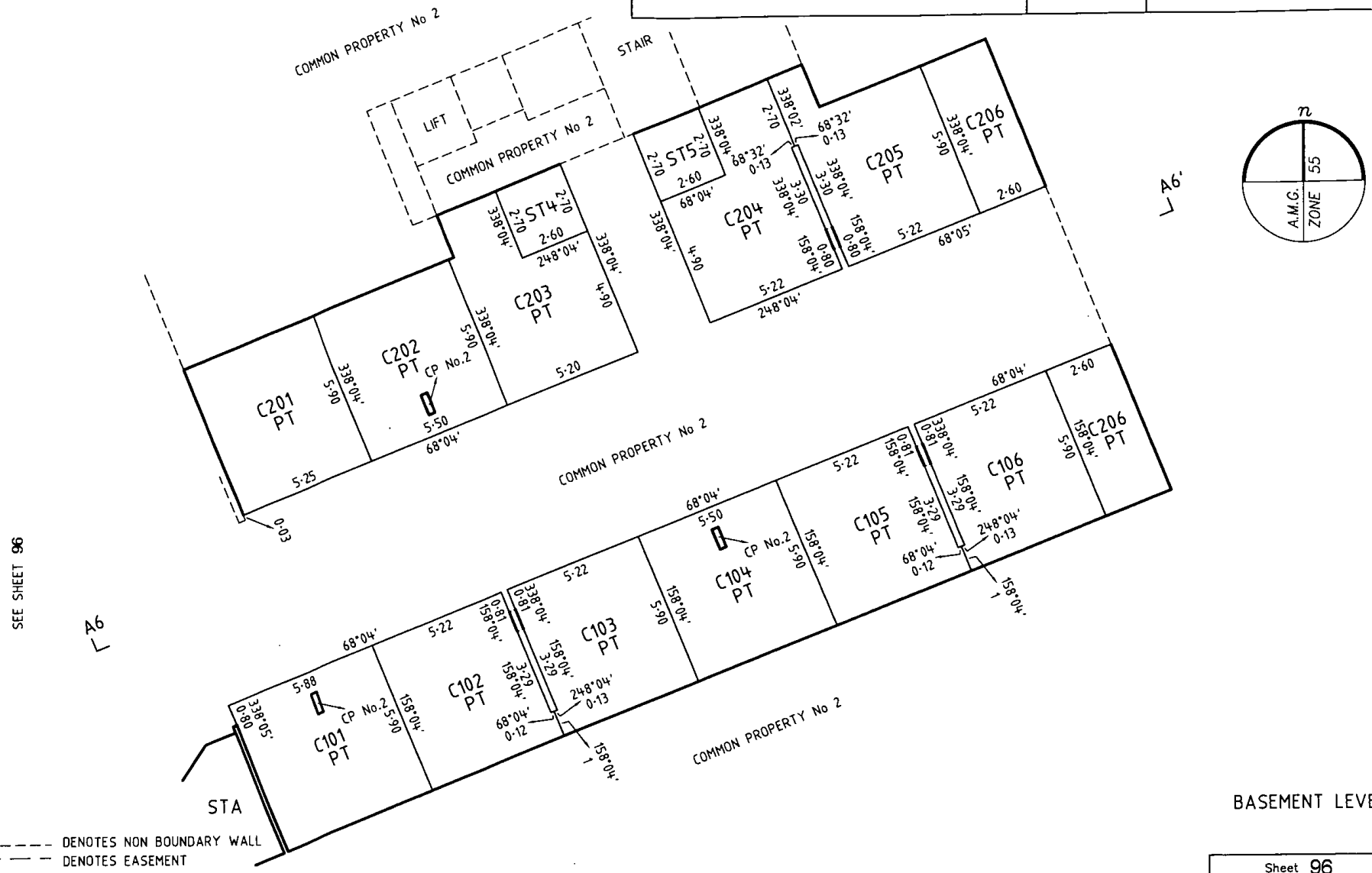
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



BASEMENT LEVEL (PART)

Sheet 96

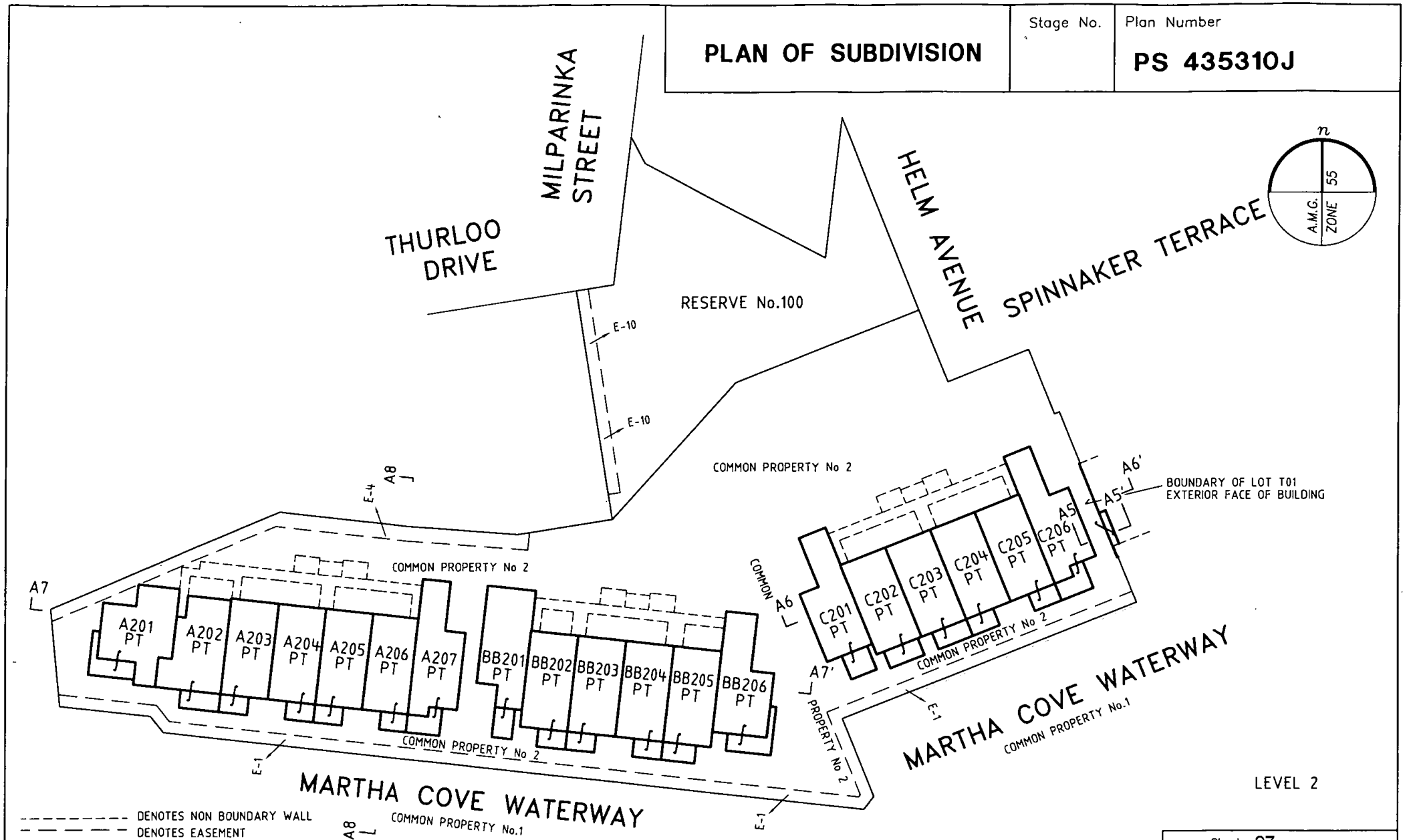
Harbourside Apartments **Bosco Jonson Pty Ltd** A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road, South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992	ORIGINAL SCALE 1:150 SHEET SIZE A3	SCALE 1·5 0 3 6 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE ..... DATE / / REF 4928003 DWG 492800CE 03/08/07 VERSION E	..... DATE COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 435310J**



LEVEL 2

---------- DENOTES NON BOUNDARY WALL
— — — — DENOTES EASEMENT

Sheet 97

Harbourside Apartments

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Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE 1:600

SHEET SIZE A3

SCALE 6 0 12 24

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE ..... DATE / /

REF 4928003
DWG 492800CE

03/08/07 VERSION E

DATE .....

COUNCIL DELEGATE SIGNATURE

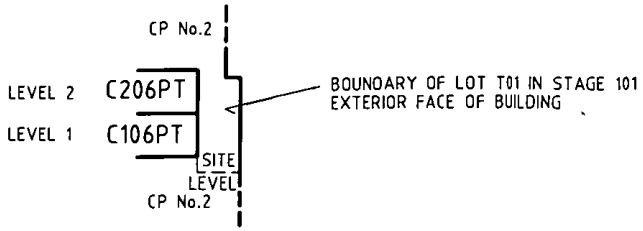
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PLAN OF SUBDIVISION

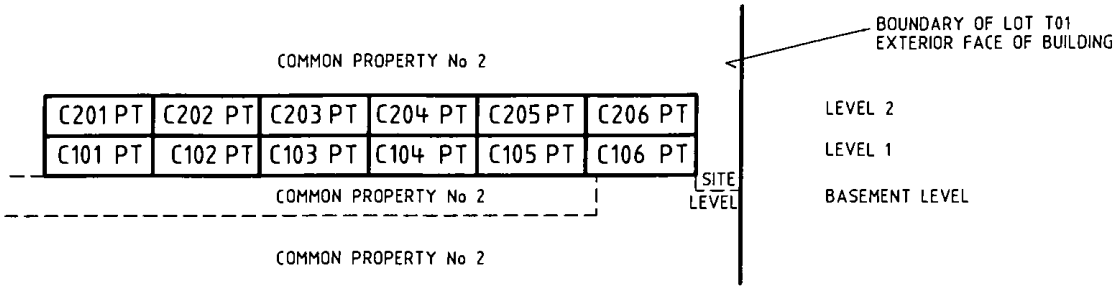
Stage No.

Plan Number

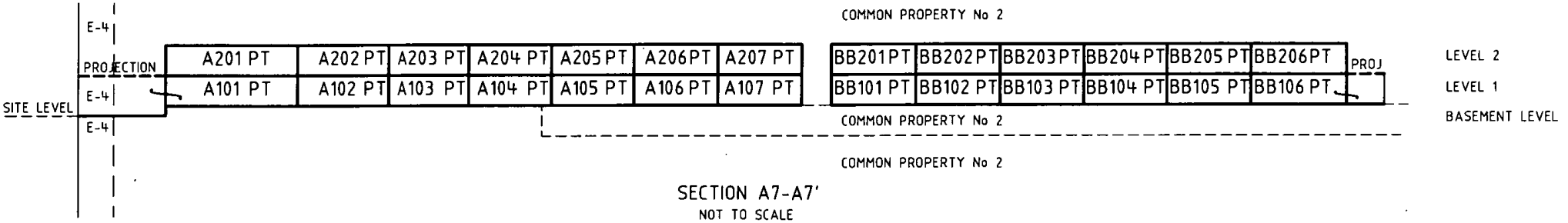
PS 435310J



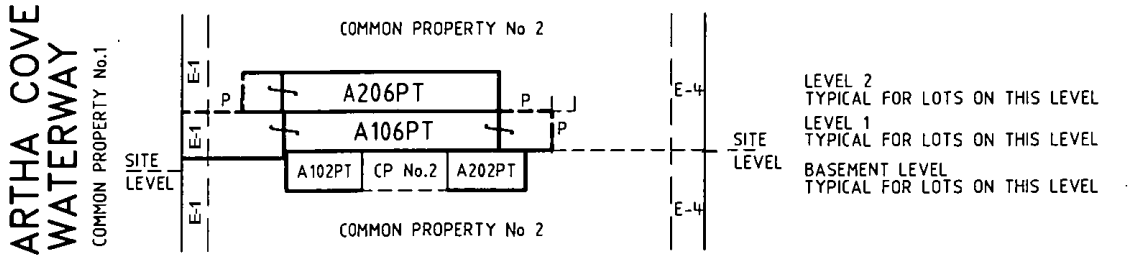
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NOT TO SCALE



SECTION A6-A6'
NOT TO SCALE



SECTION A7-A7'
NOT TO SCALE



SECTION A8-A8'
NOT TO SCALE

Sheet 98

Harbourside Apartments

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE | SHEET SIZE A3

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE ..... DATE / /

REF 4928003
DWG 492800CE

03/08/07 VERSION E

DATE .....

COUNCIL DELEGATE SIGNATURE

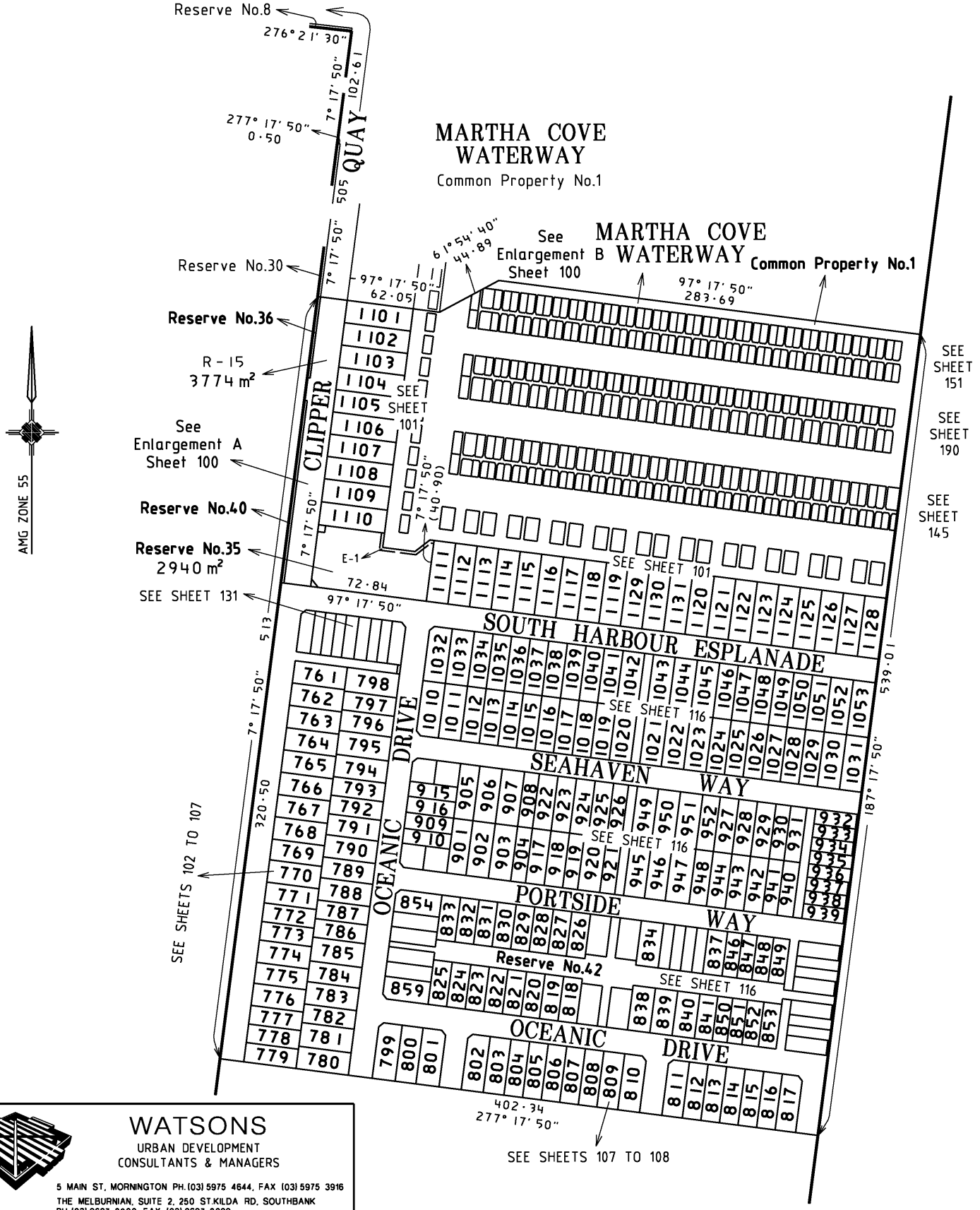
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Stage No.

Plan Number
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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	SHEET SIZE
1 : 2500	A3

SCALE
0 25 50 75 100 125
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE ..... DATE
REF 28397 VERSION

SHEET 99

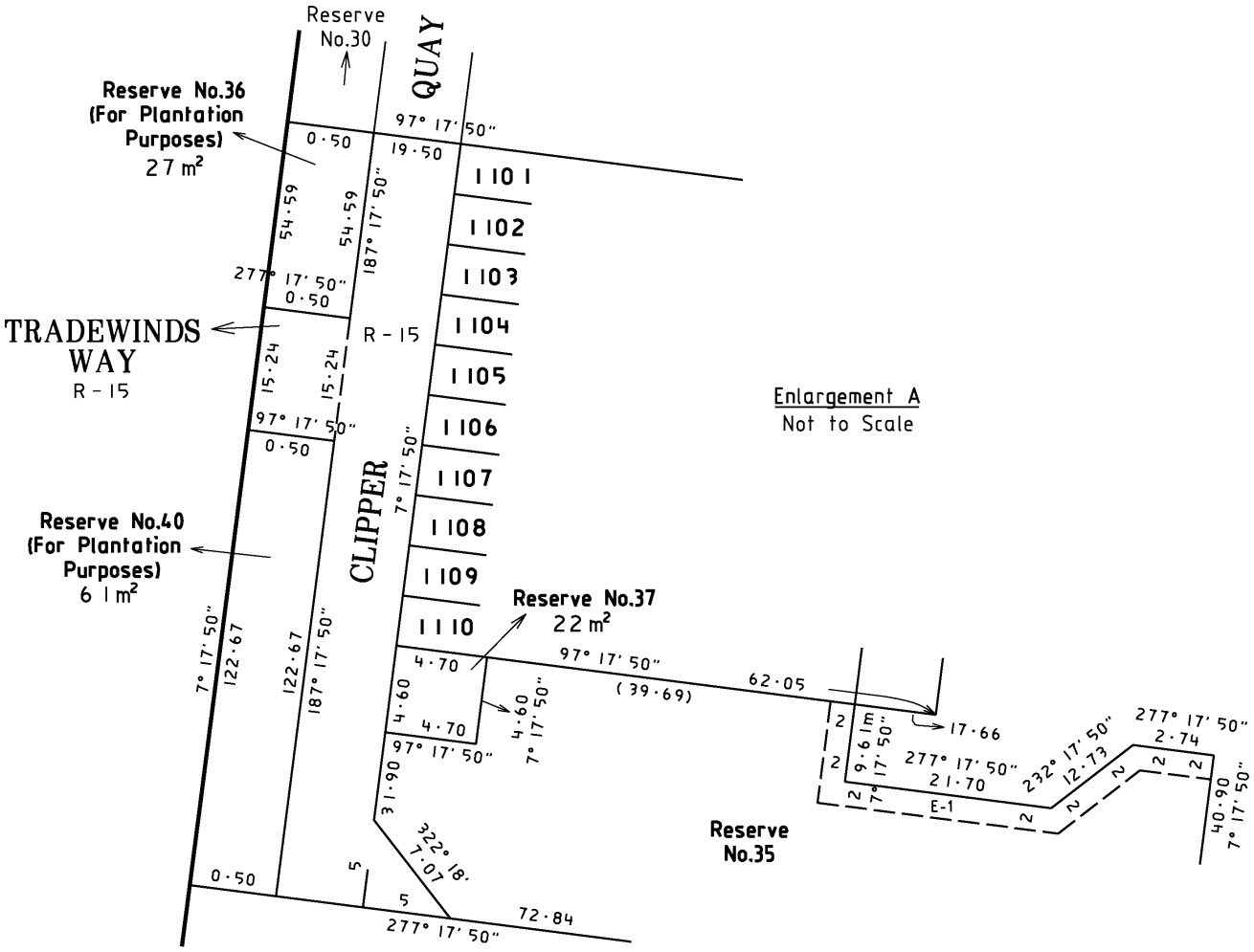
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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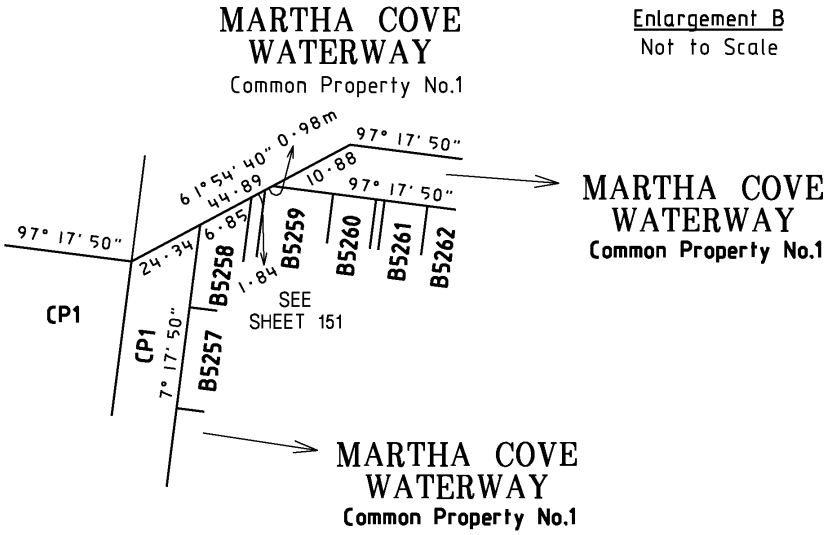
PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J







SHEET 100

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
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PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE ..... DATE

REF 28397/Stg. 5/S Lots VERSION

..... DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

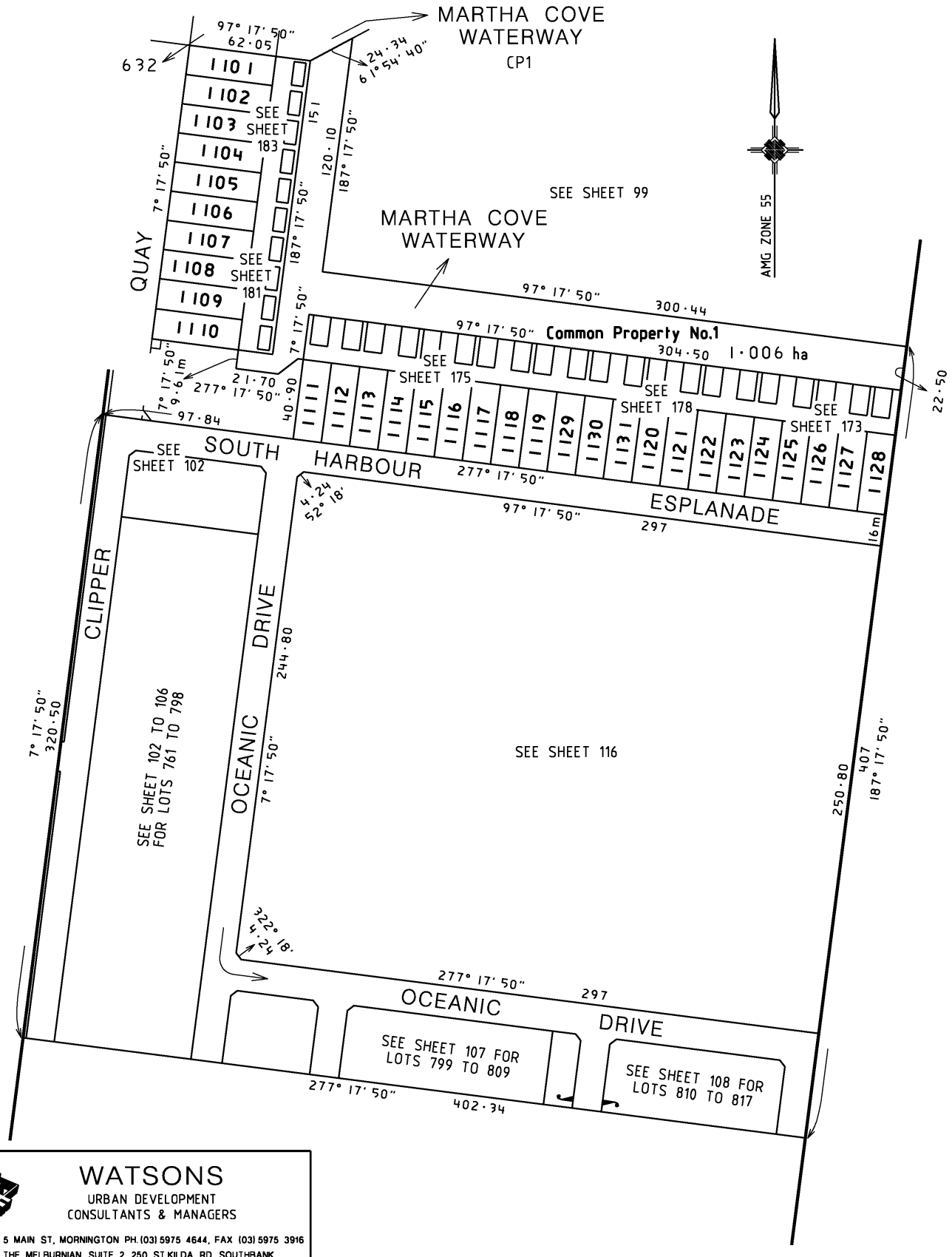
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE 1:2000 | SHEET SIZE A3

SCALE
0 20 40 60 80 100
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE ..... DATE
REF 35946/Stg.5A VERSION

SHEET 101

DATE / /20
COUNCIL DELEGATE SIGNATURE

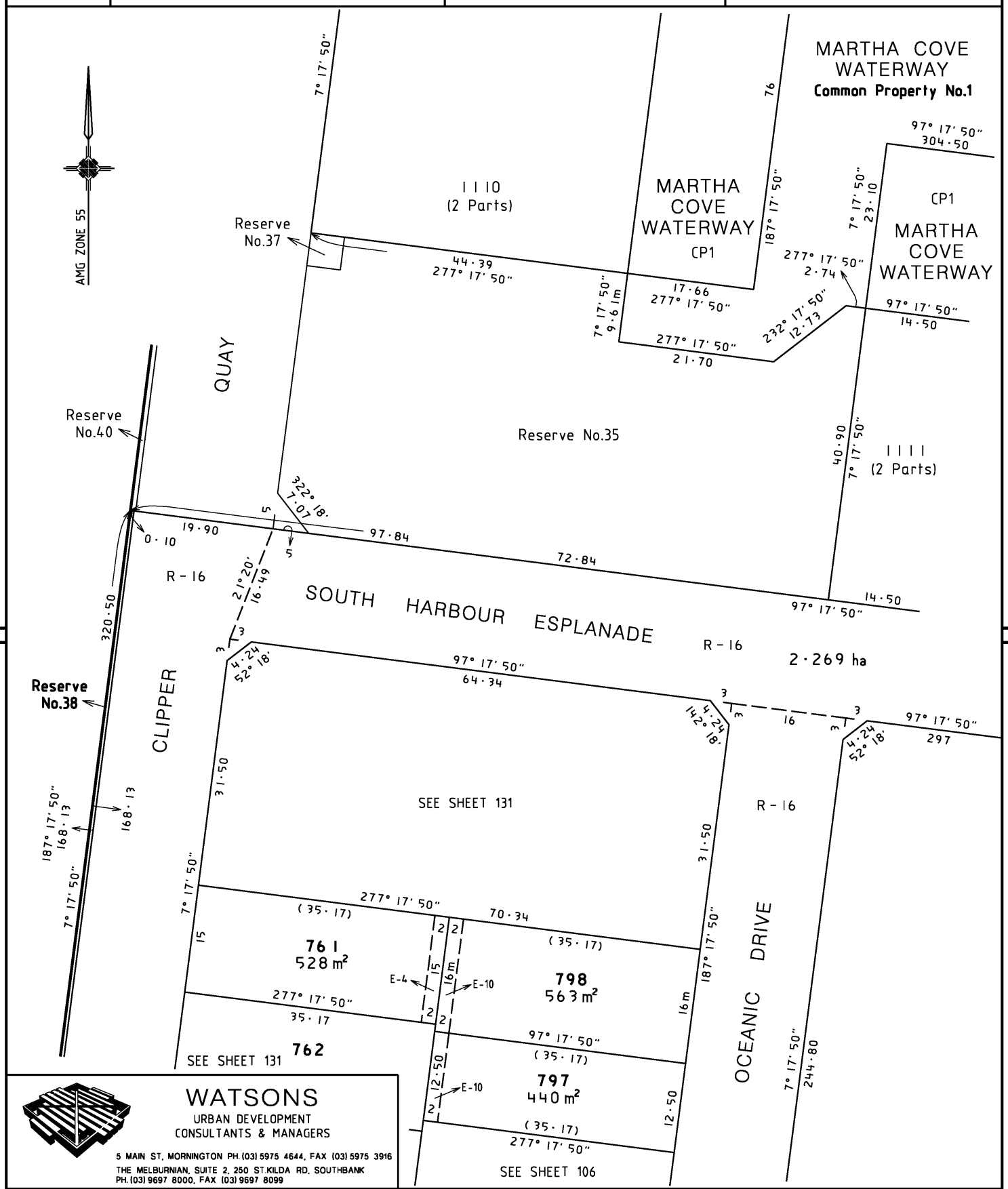
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No. **17**

Plan Number **PS 435310J**



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

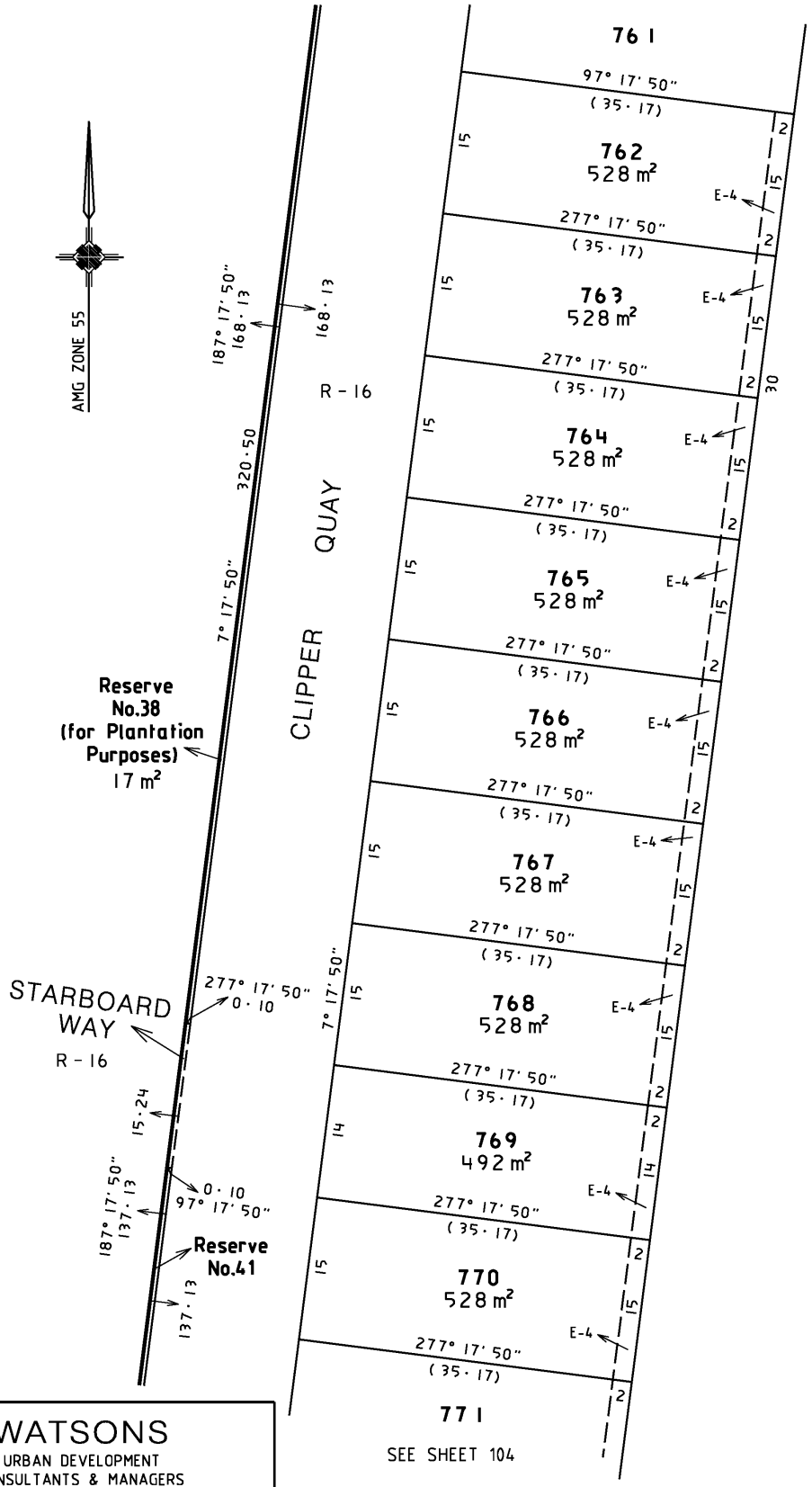
ORIGINAL SCALE	SHEET SIZE	SCALE	LICENSED SURVEYOR (PRINT)	MICHAEL NEYLAN DEGG	SHEET 102
1:500	A3	0 5 10 15 20 25 LENGTHS ARE IN METRES	SIGNATURE	DATE	DATE / /20
			REF 35946/Stg.5A	VERSION	COUNCIL DELEGATE SIGNATURE
					ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



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URBAN DEVELOPMENT
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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SHEET SIZE A3

SCALE 1 : 500

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 27/11/2007
REF 35946/Stg.5A
VERSION 6

SHEET 103

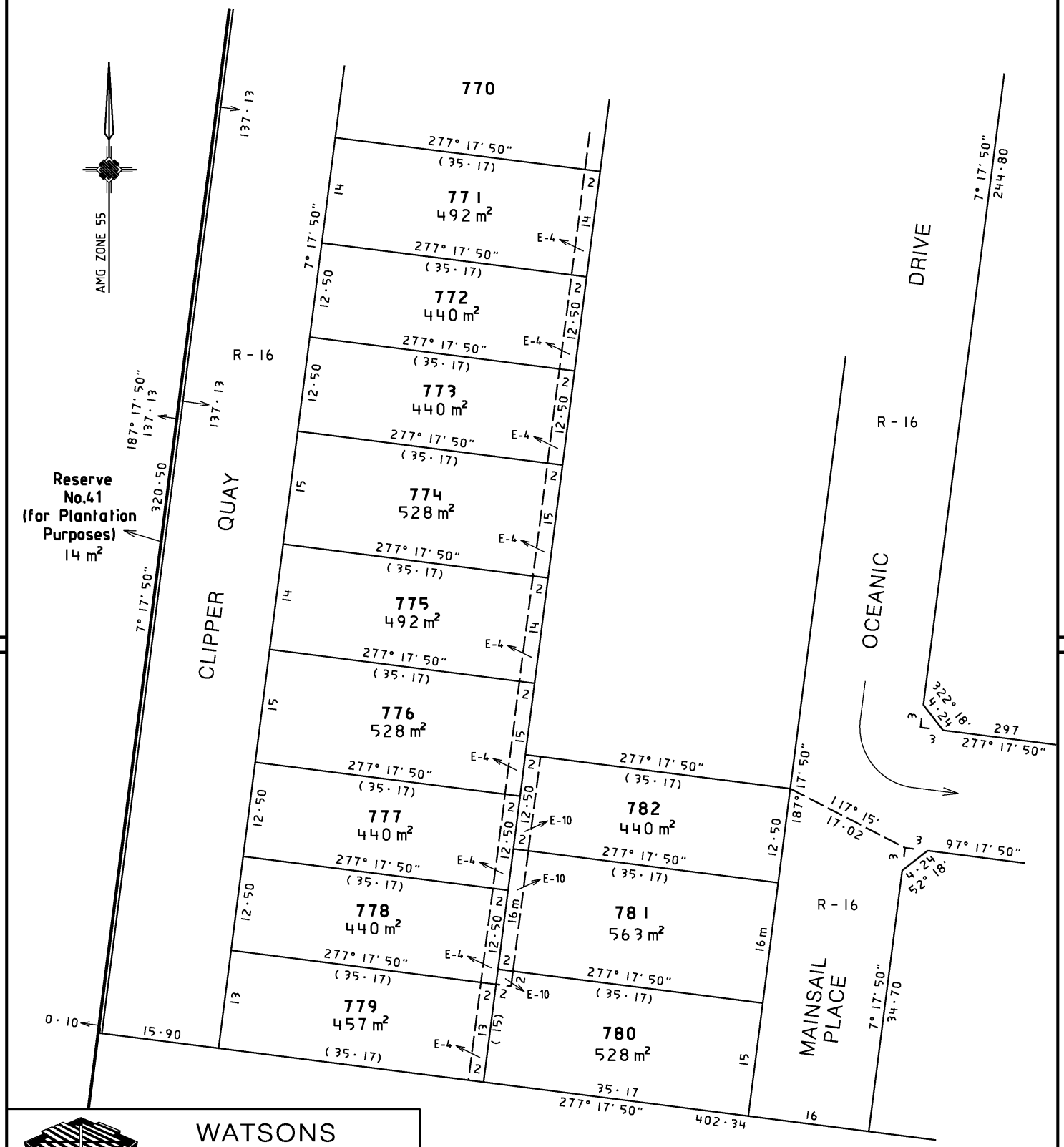
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DATE / /20
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD. SOUTHBANK
PH. (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 27/11/2007
REF 35946/Stg.5A
VERSION 6

SHEET 104

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

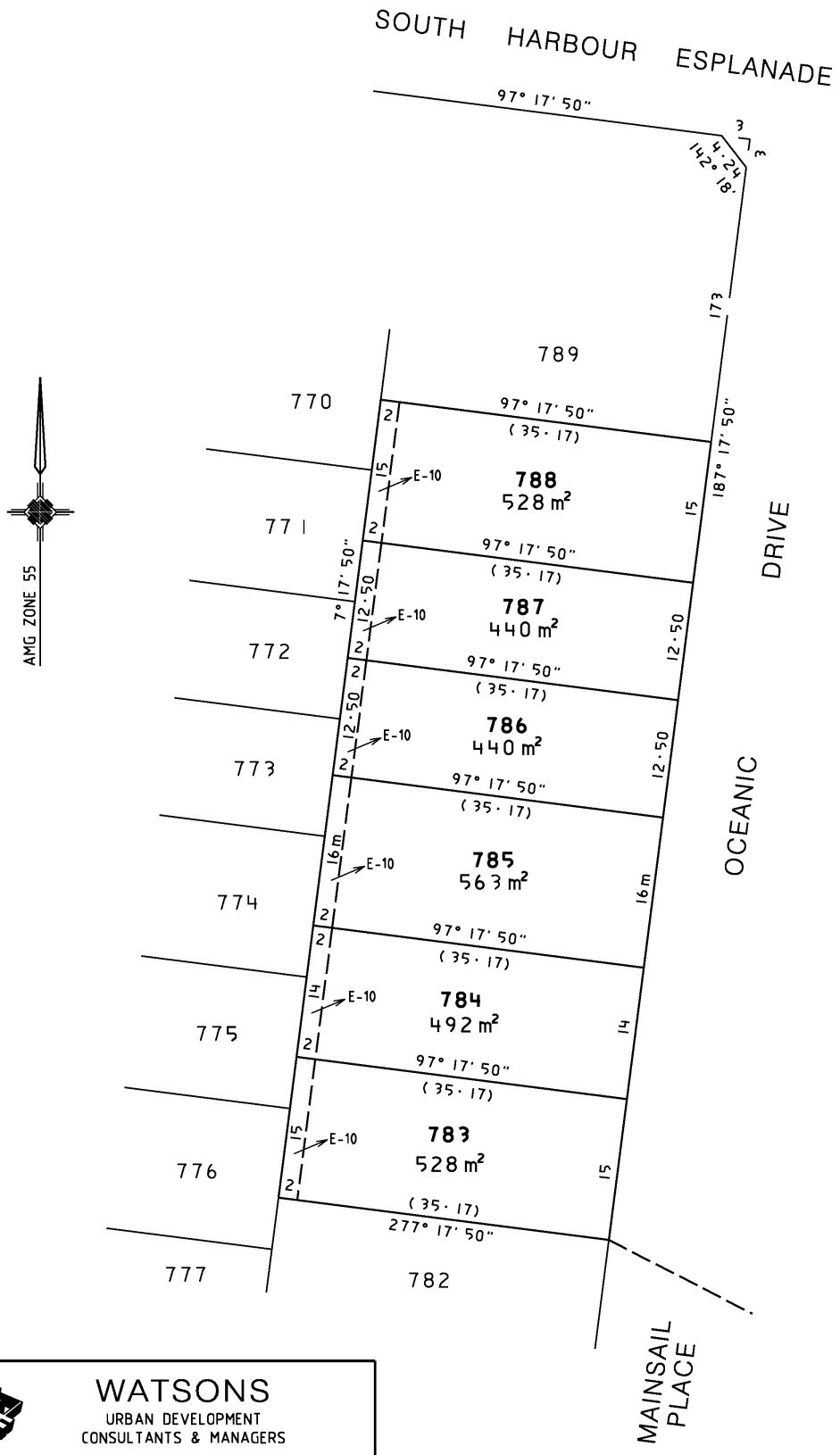
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD. SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SHEET SIZE A3

SCALE 1 : 500

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE
REF
VERSION

SHEET 105

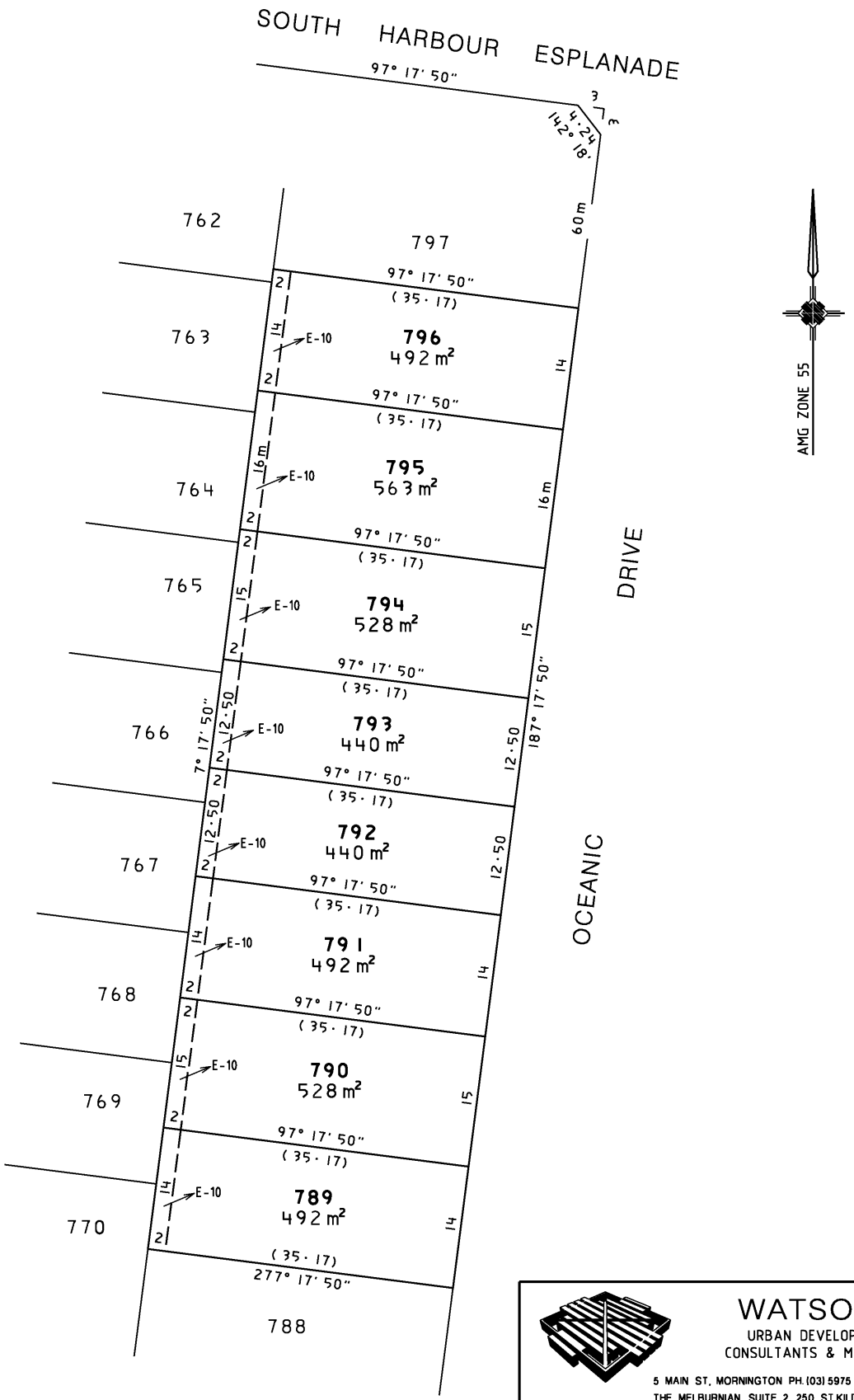
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DATE / /20
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SHEET 106

ORIGINAL SCALE 1:500 | SHEET SIZE A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE ..... DATE
REF VERSION

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

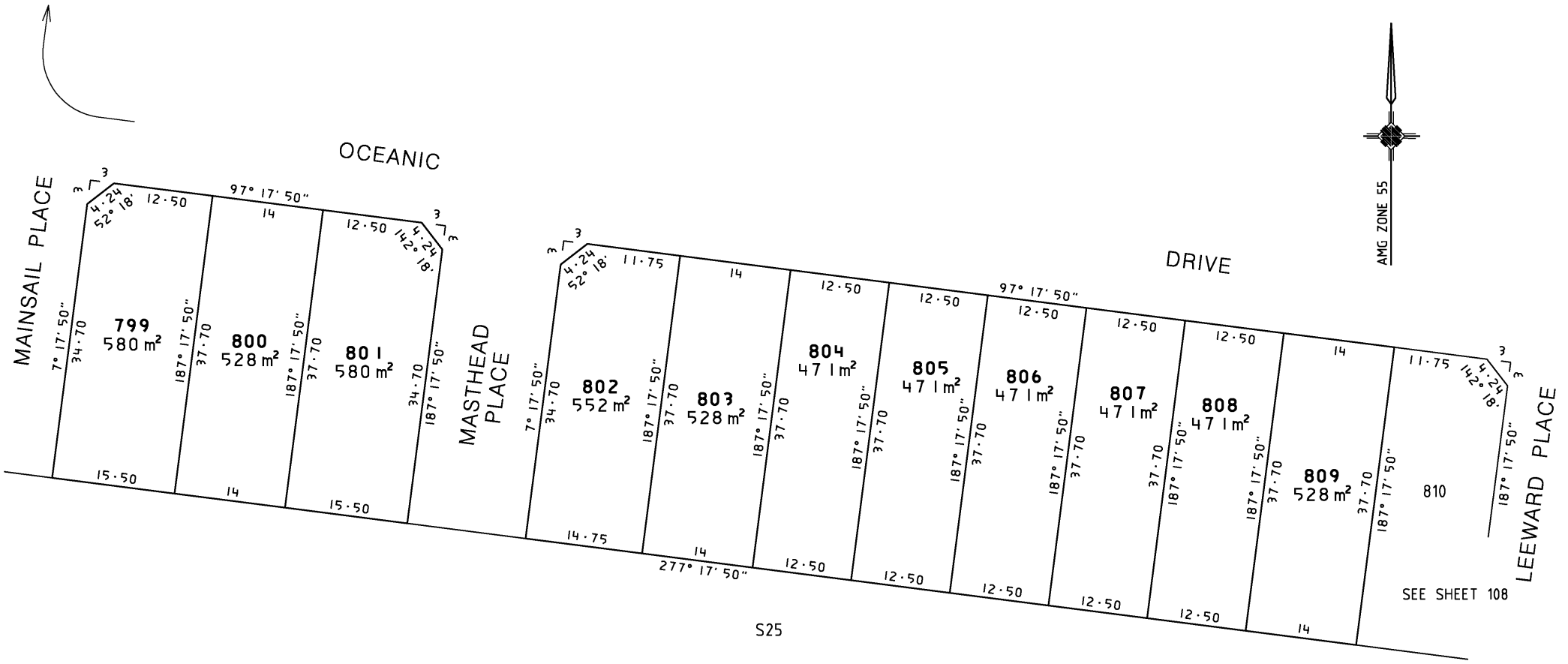
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



SHEET 107

WATSONS
URBAN DEVELOPMENT
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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	SHEET SIZE
1 : 500	A3

SCALE

0 5 10 15 20 25

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE ..... DATE

REF VERSION

..... DATE / /20

COUNCIL DELEGATE SIGNATURE

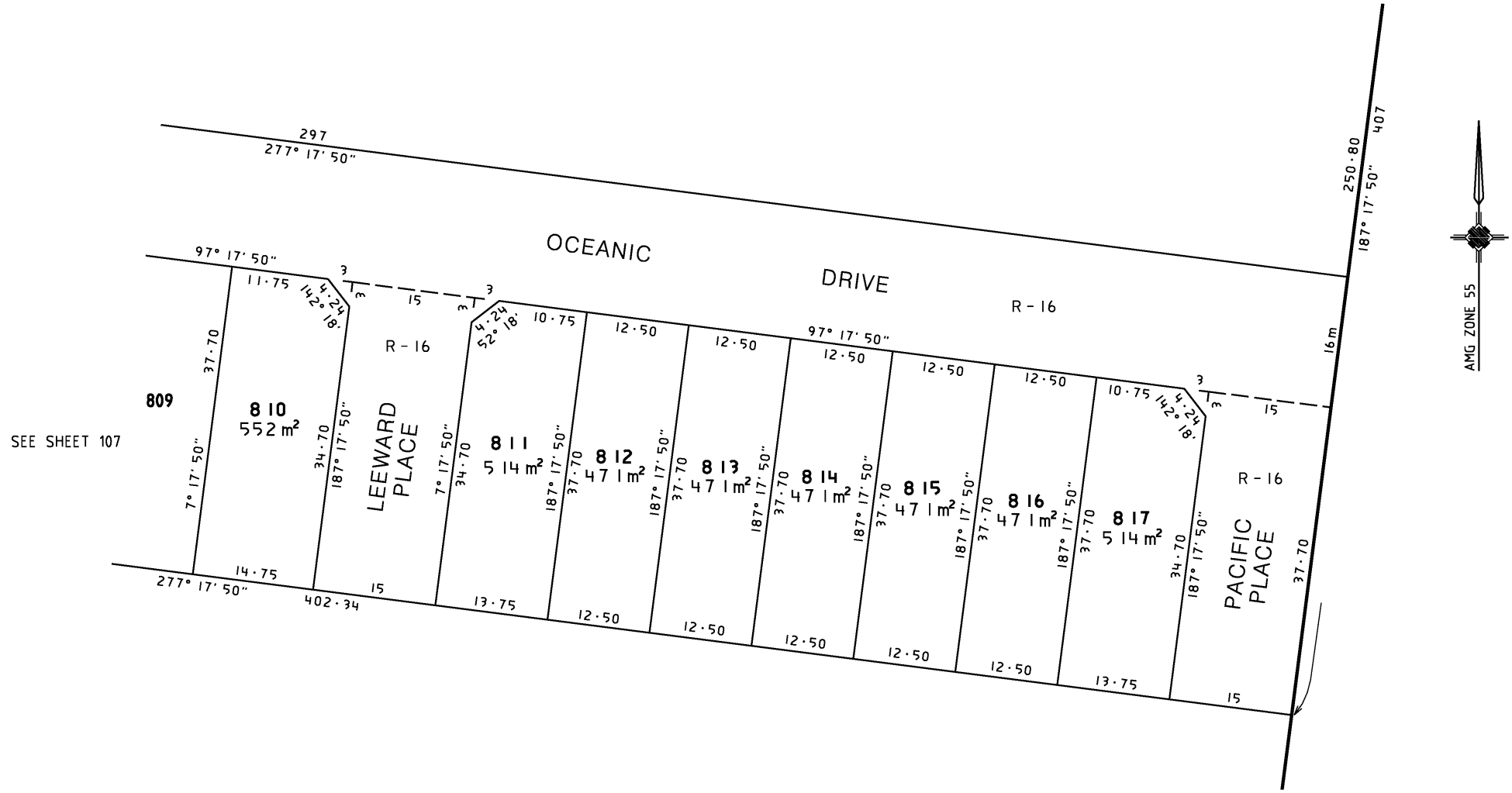
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 108

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 27/11/2007
REF 35946/Stg.5A
VERSION 6

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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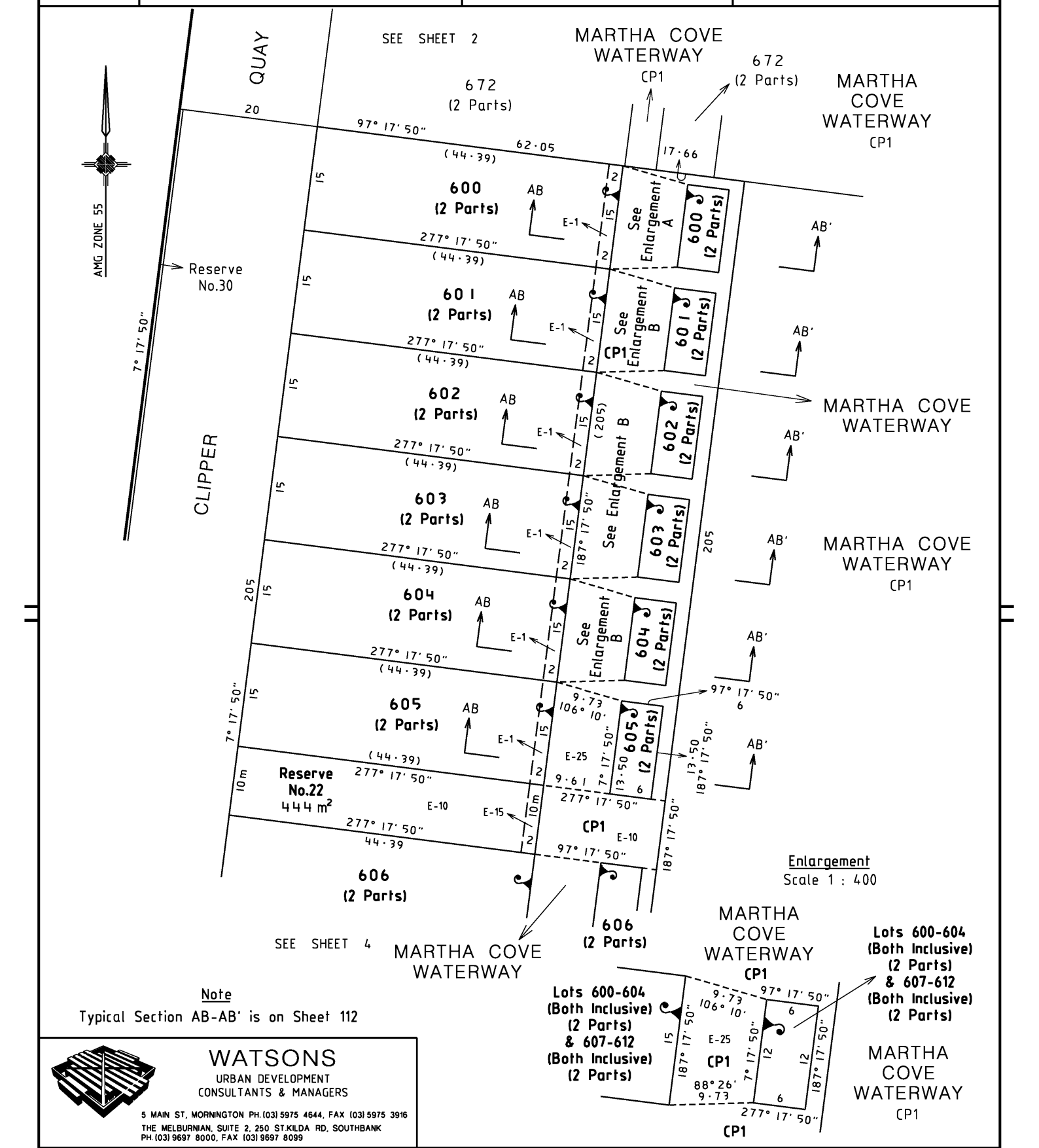
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



Note

Typical Section AB-AB' is on Sheet 112

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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	ORIGINAL SHEET SIZE	SCALE	LICENSED SURVEYOR (PRINT)	MICHAEL NEYLAN DEGG	SHEET 109
1 : 500	A3	0 5 10 15 20 25 LENGTHS ARE IN METRES	SIGNATURE	DATE 21/07/2006	DATE / /20
			REF 28397/Stg.7A	VERSION 10	COUNCIL DELEGATE SIGNATURE
					ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

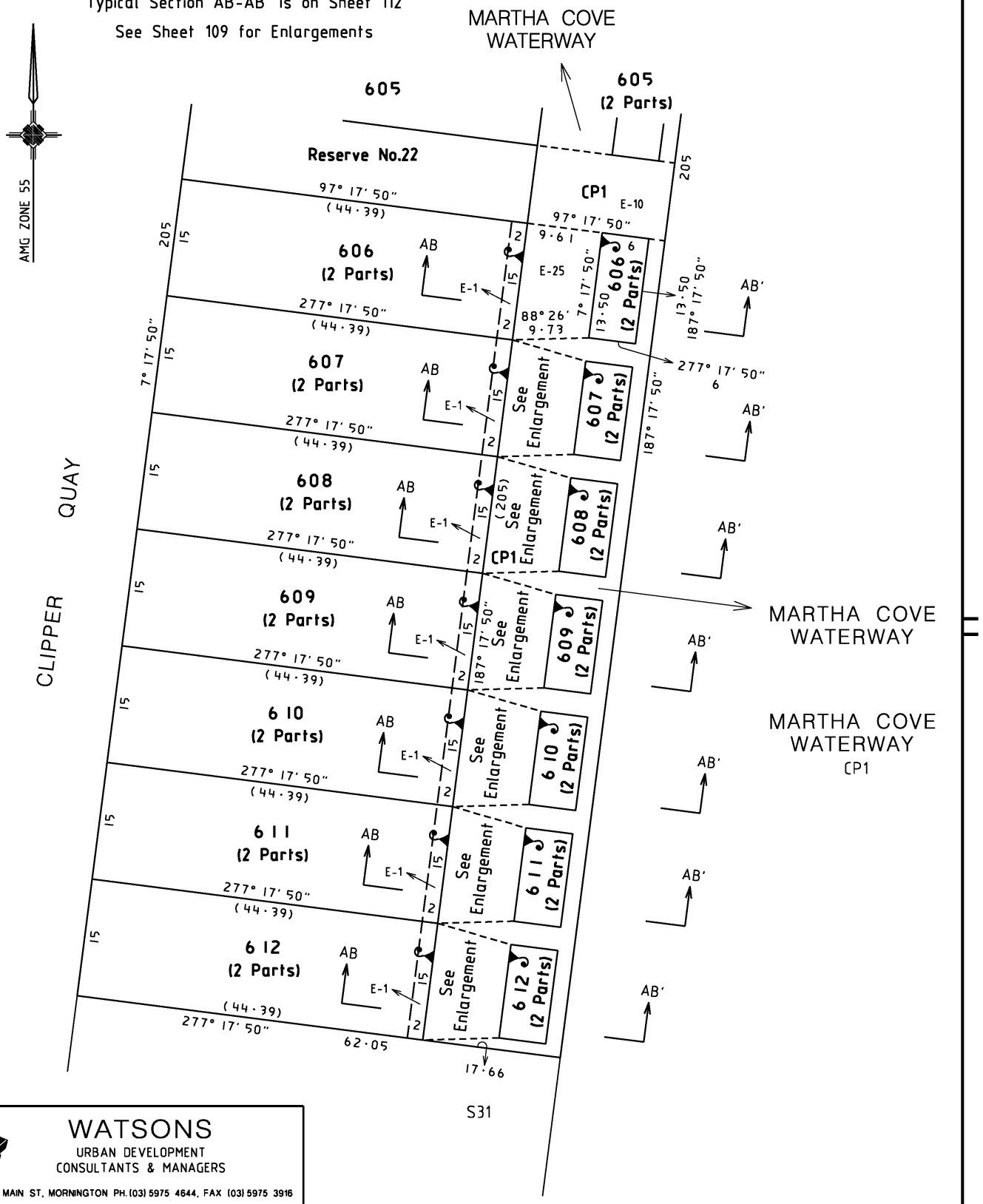
Plan Number

PS 435310J

Notes

Typical Section AB-AB' is on Sheet 112

See Sheet 109 for Enlargements



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SHEET SIZE A3

SCALE 1 : 500

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE .....

DATE 21/07/2006

REF 28397/Stg.7A

VERSION 10

SHEET 110

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

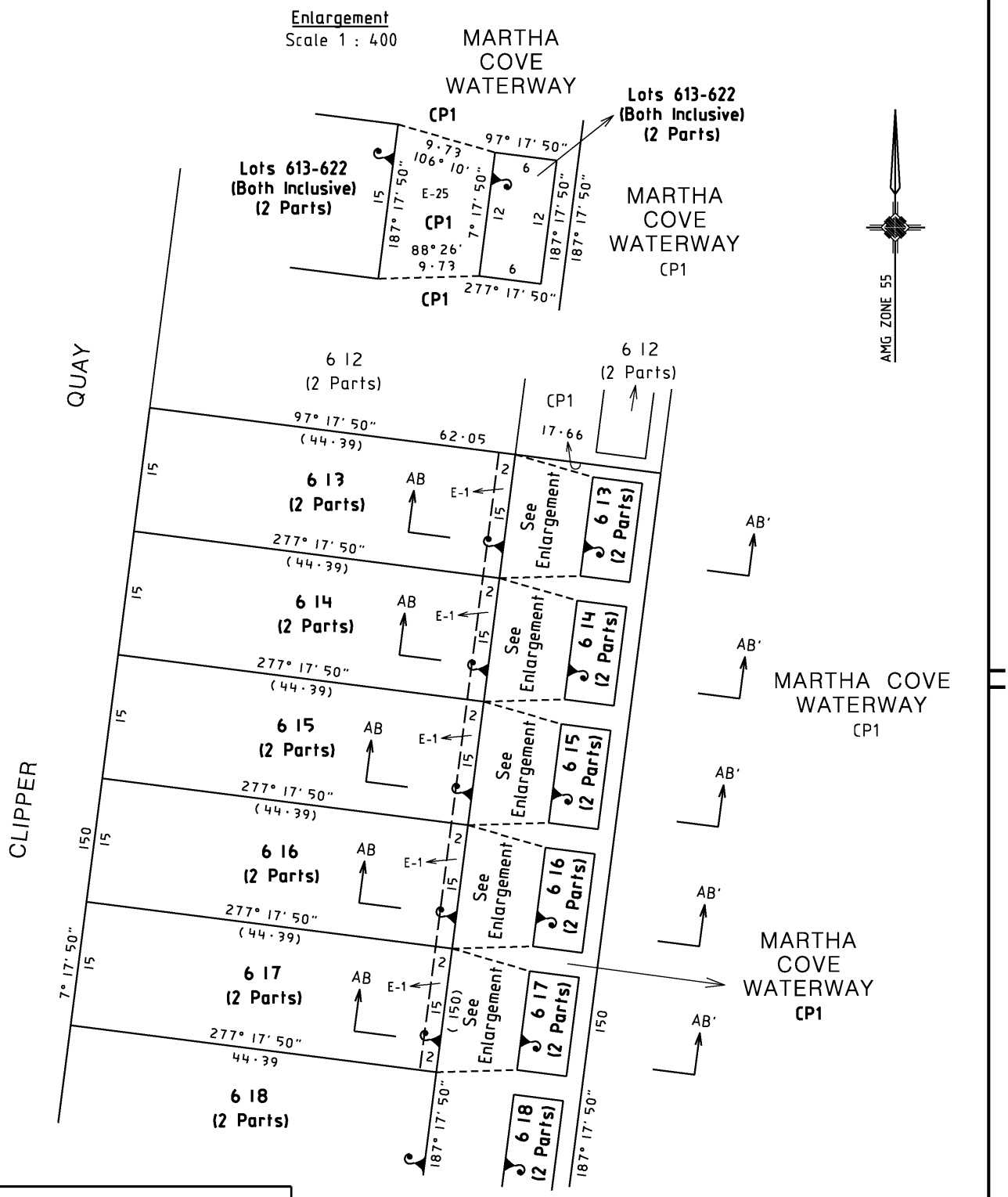
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

Note
Typical Section AB-AB' is on Sheet 112

ORIGINAL SCALE 1:500 | SHEET SIZE A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
REF 28397/Stg.7B
DATE 26/7/2006
VERSION 7

SHEET 111

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

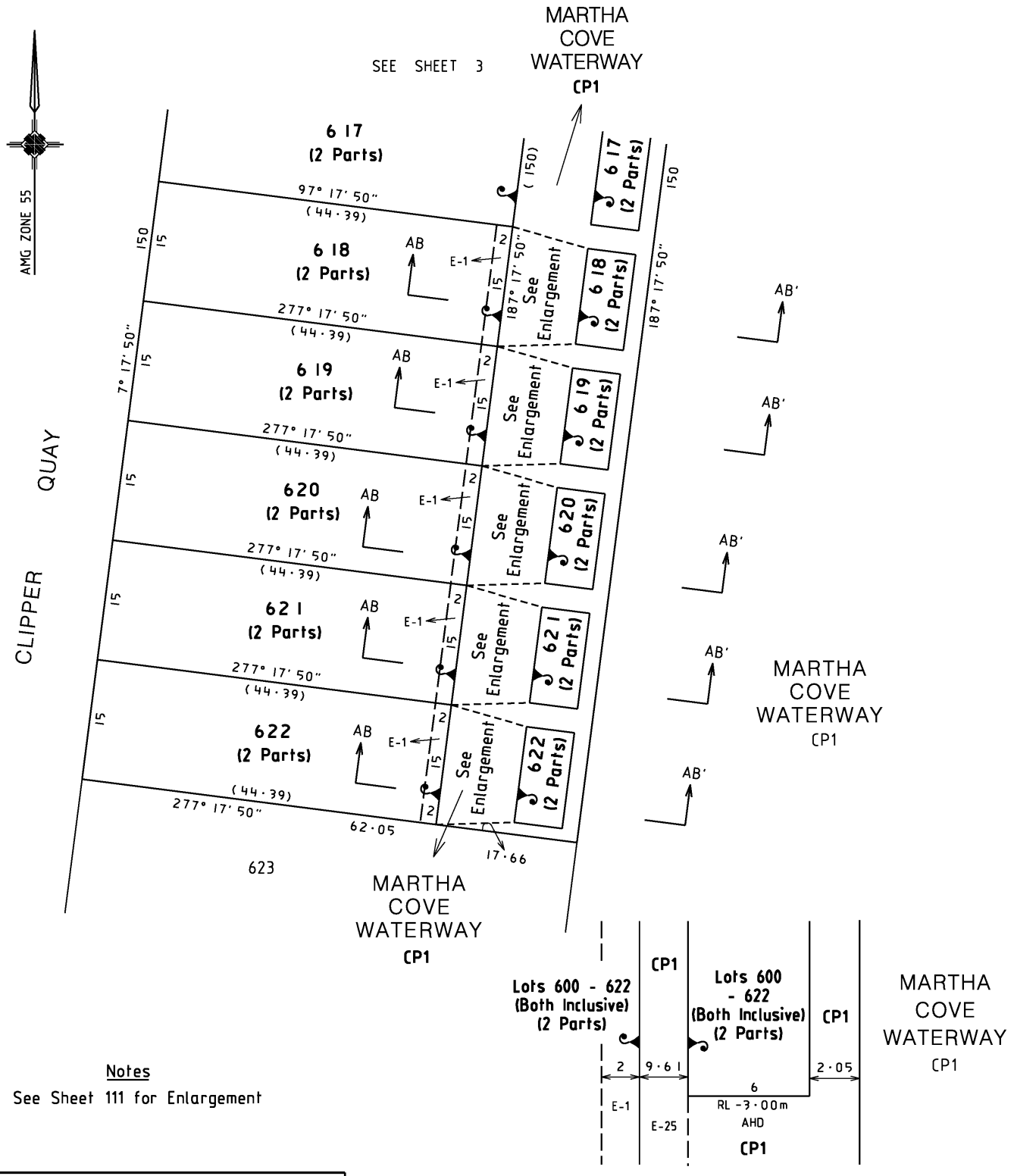
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



Notes

See Sheet 111 for Enlargement

TYPICAL SECTION AB - AB'

Not to Scale

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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	SHEET SIZE
1:500	A3

SCALE

0 5 10 15 20 25

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE .....

DATE 26/7/2006

REF 28397/Stg.7B

VERSION 7

SHEET 112

.....

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

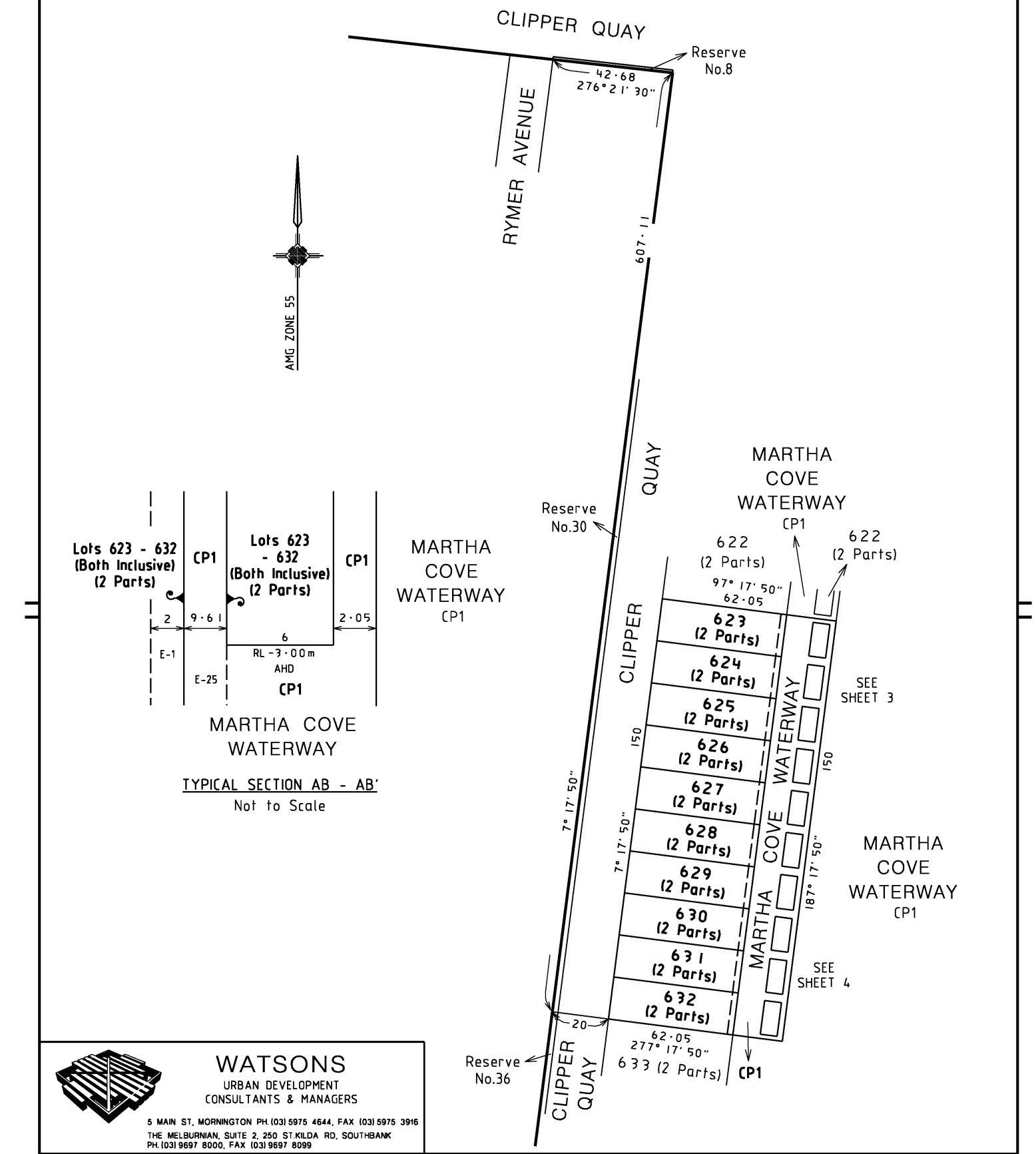
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



TYPICAL SECTION AB - AB'
Not to Scale

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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD. SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SHEET SIZE A3

SCALE 1 : 1250

SCALE
0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 30/03/2007
REF 28397/Stg.7C
VERSION 10

SHEET 113

DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

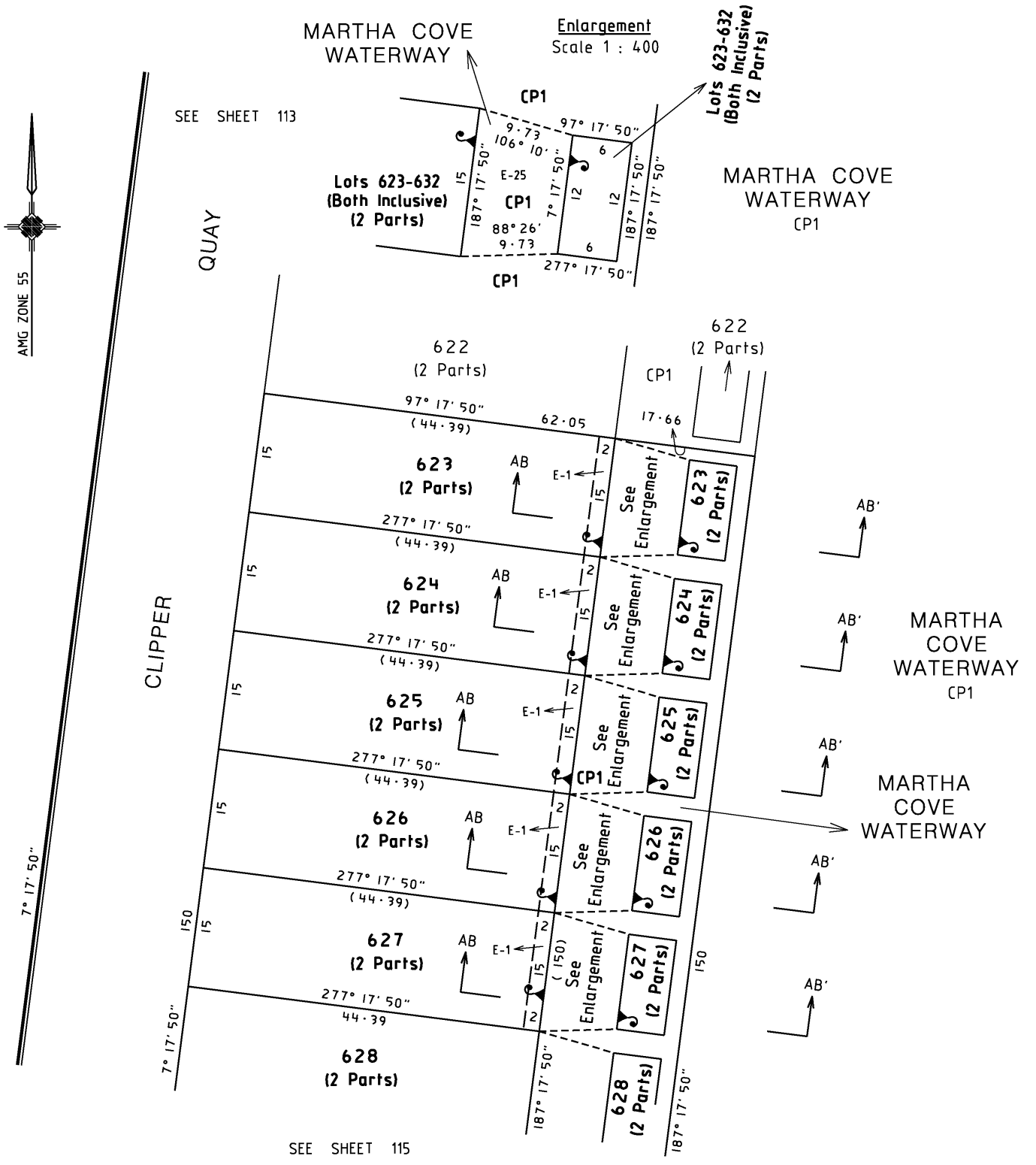
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Stage No.

Plan Number

PS 435310J



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URBAN DEVELOPMENT
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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

Note
Typical Section AB-AB' is on Sheet 113

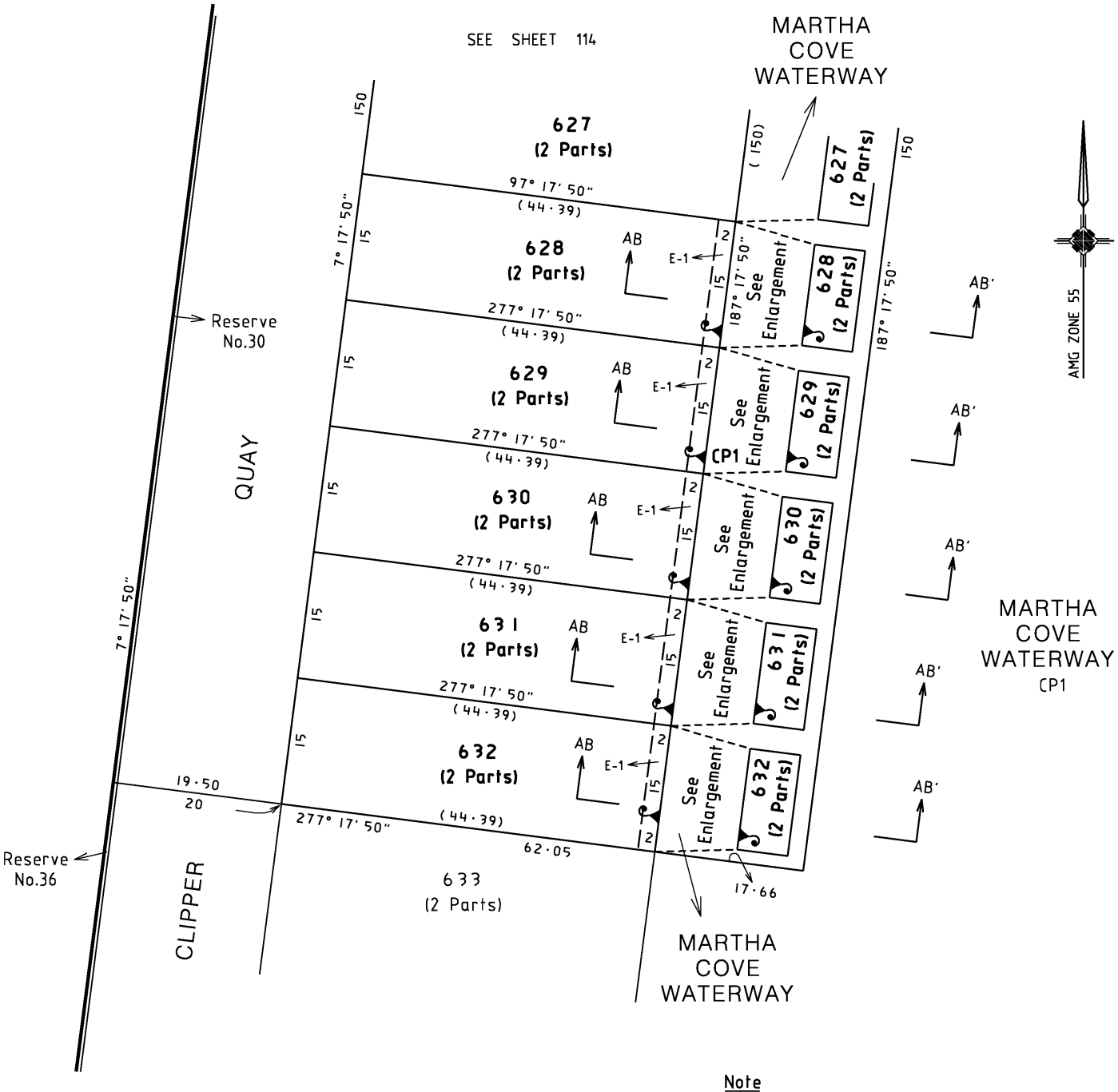
ORIGINAL SCALE	SHEET SIZE	SCALE	LICENSED SURVEYOR (PRINT)	MICHAEL NEYLAN DEGG	SHEET 114
1 : 500	A3	0 5 10 15 20 25 LENGTHS ARE IN METRES	SIGNATURE	DATE 30/03/2007	..... DATE / /20 COUNCIL DELEGATE SIGNATURE
			REF 28397/Stg.7C	VERSION 10	ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



Note

Typical Section AB-AB' is on Sheet 113

See Sheet 114 for Enlargement

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SHEET SIZE A3

SCALE 1:500

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 30/03/2007
REF 28397/Stg.7C
VERSION 10

SHEET 115

DATE / /20
COUNCIL DELEGATE SIGNATURE

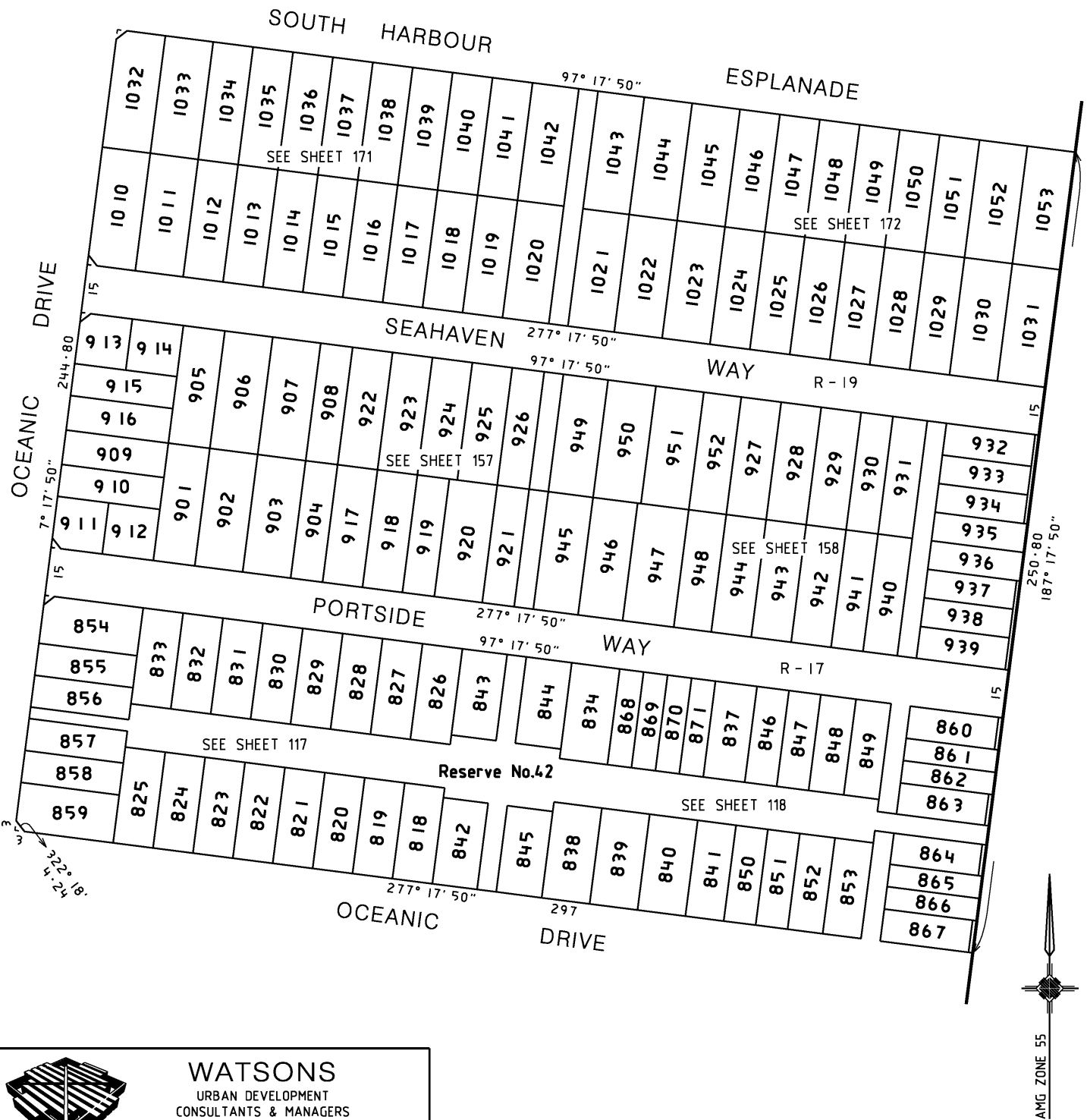
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PLAN OF SUBDIVISION

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Plan Number

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5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE 1 : 1250 | SHEET SIZE A3

SCALE
0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE ..... DATE
REF 35946 VERSION

SHEET 116

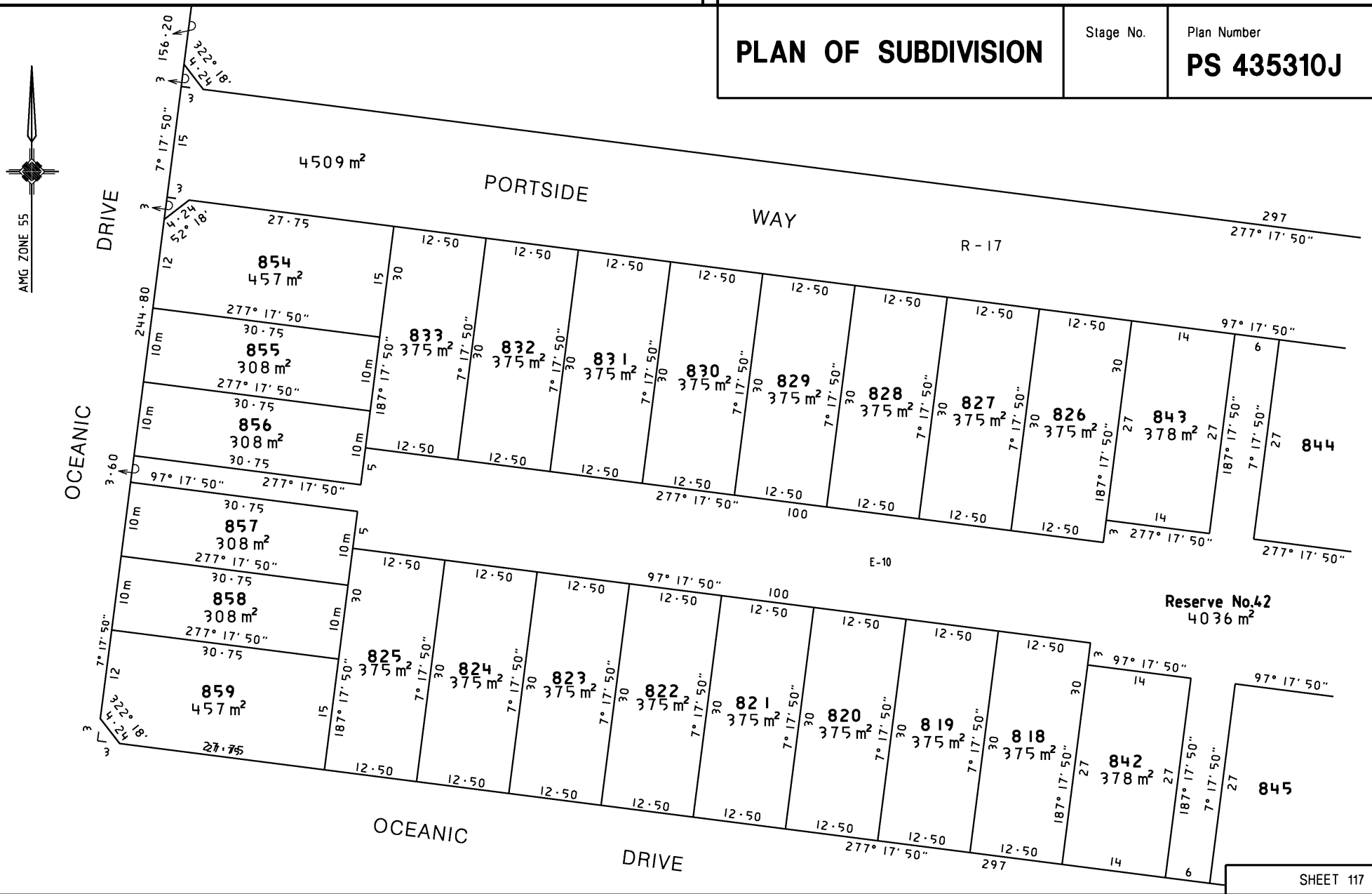
DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J



SHEET 117

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:500	A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 28/04/2010
REF 35946/Stg.8C
VERSION 6

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

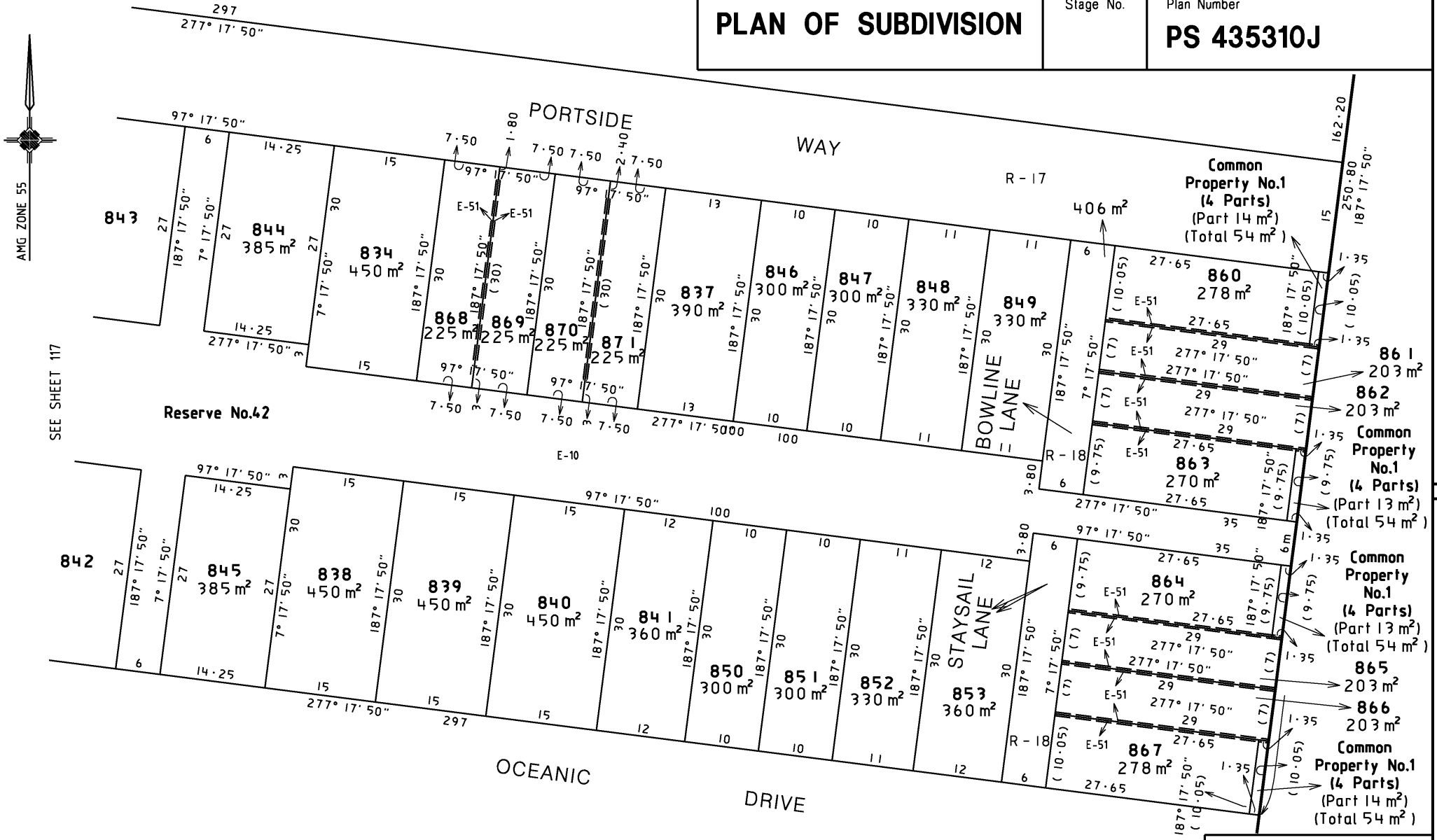
Delivered by LANDATA®, timestamp 17/11/2022 15:26 Page 117 of 272

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 435310J



SHEET 118

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE: 1:500 | SHEET SIZE: A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

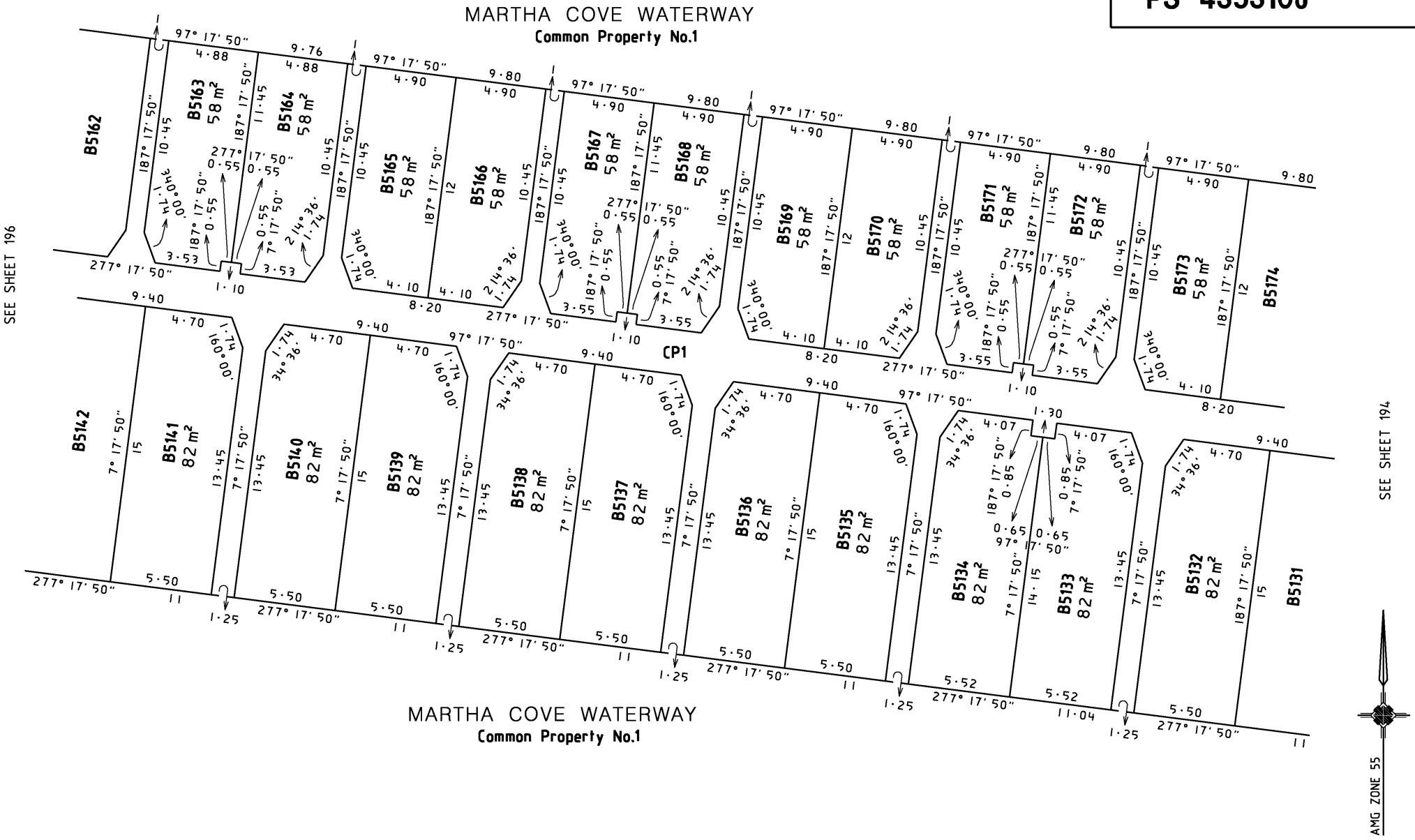
LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE ..... DATE
REF 35946 VERSION

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:26 Page 118 of 272

Plan Number

PS 435310J



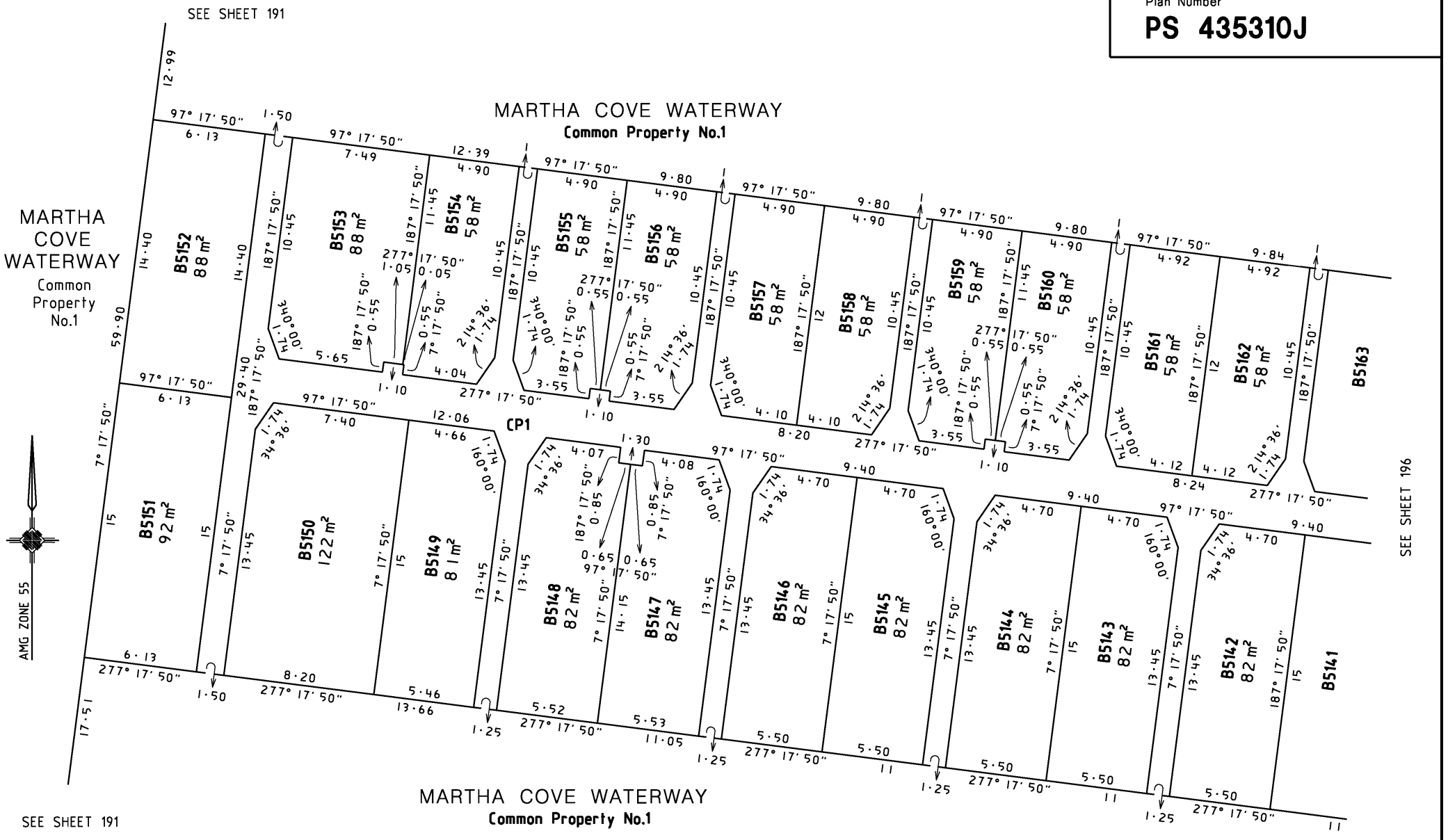
WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 195
KEVIN CHARLES WALSH, VERSION			

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Plan Number

PS 435310J

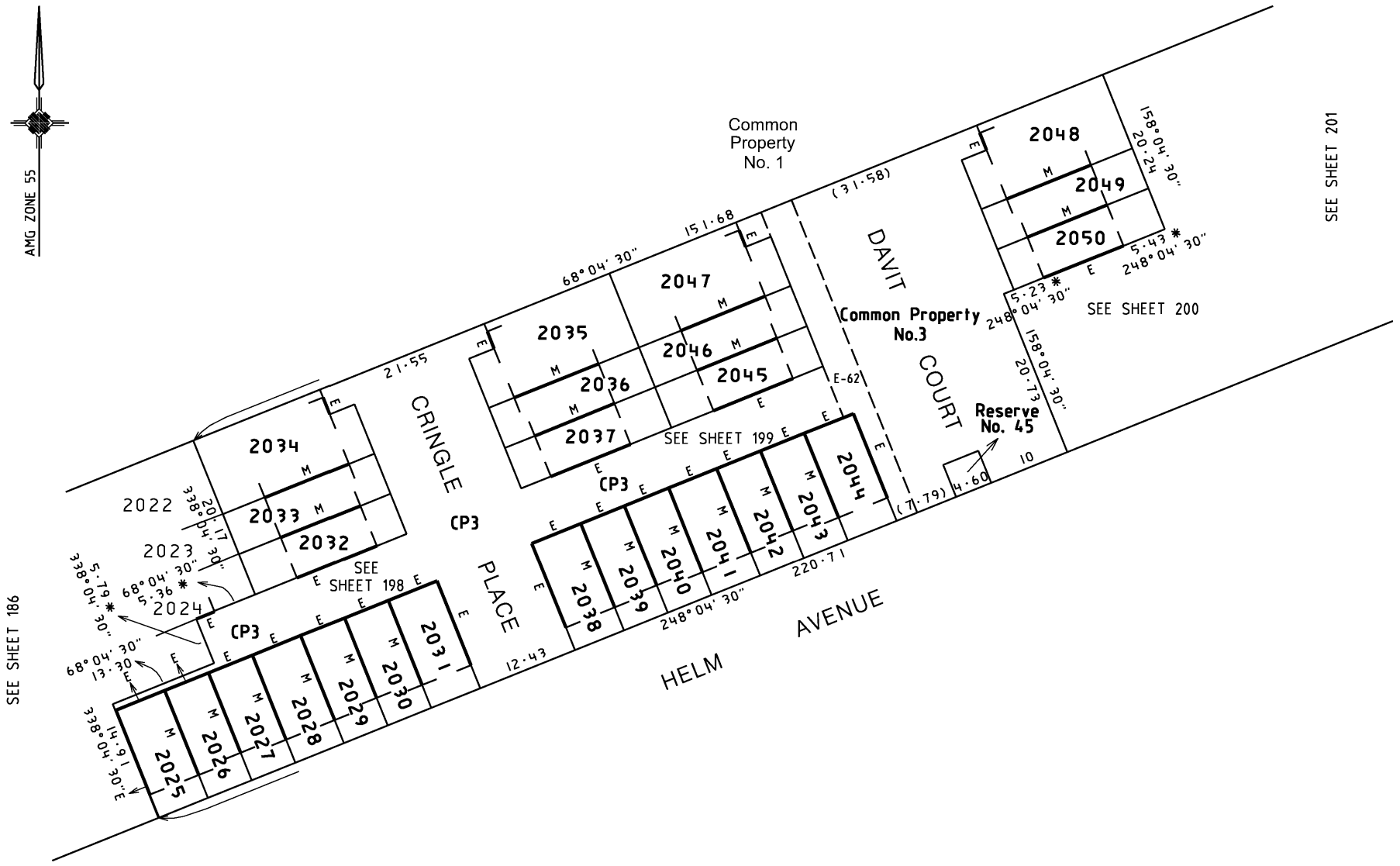


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099		SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 196
		KEVIN CHARLES WALSH, VERSION		

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Plan Number

PS 435310J



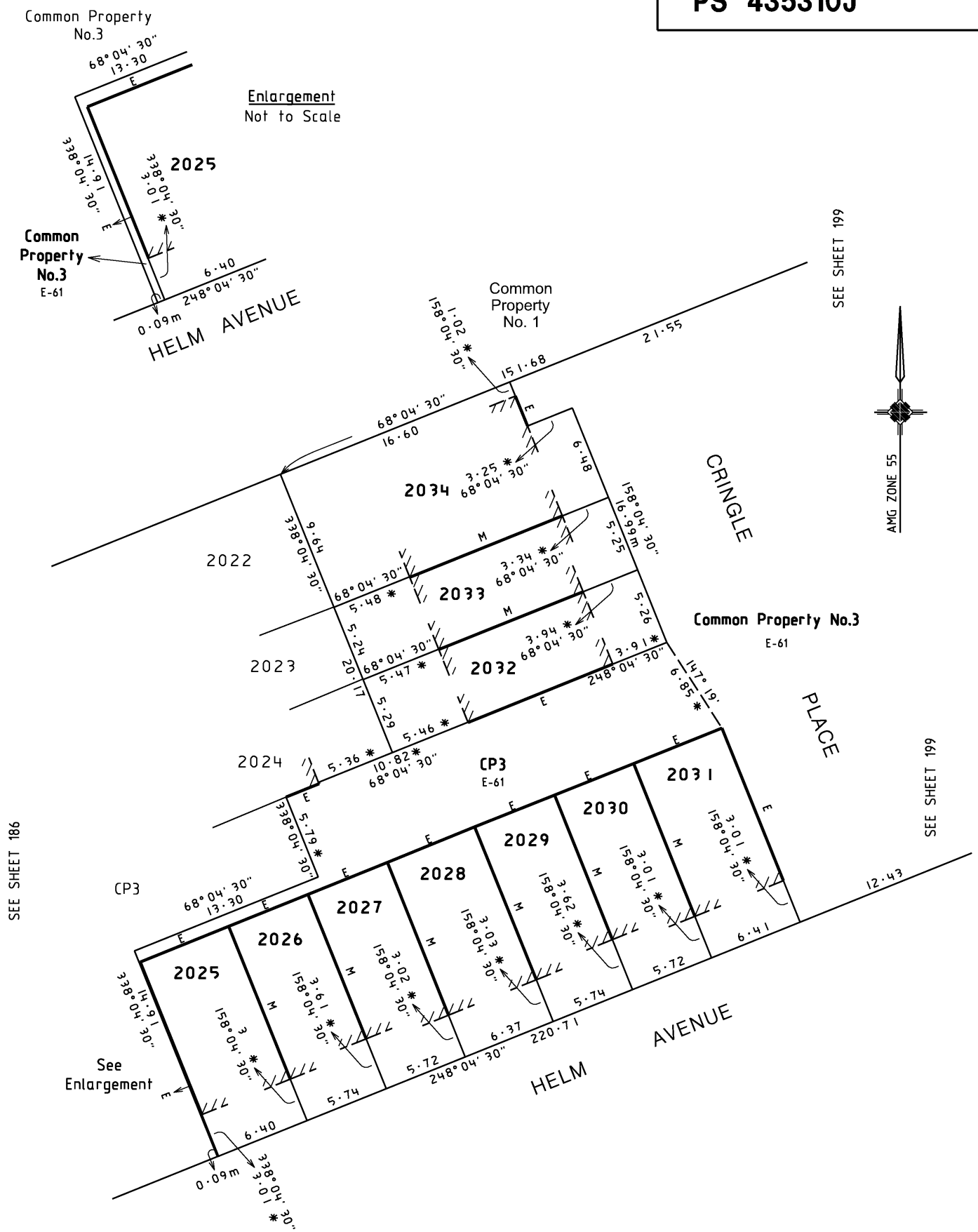
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URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 197
KEVIN CHARLES WALSH VERSION			

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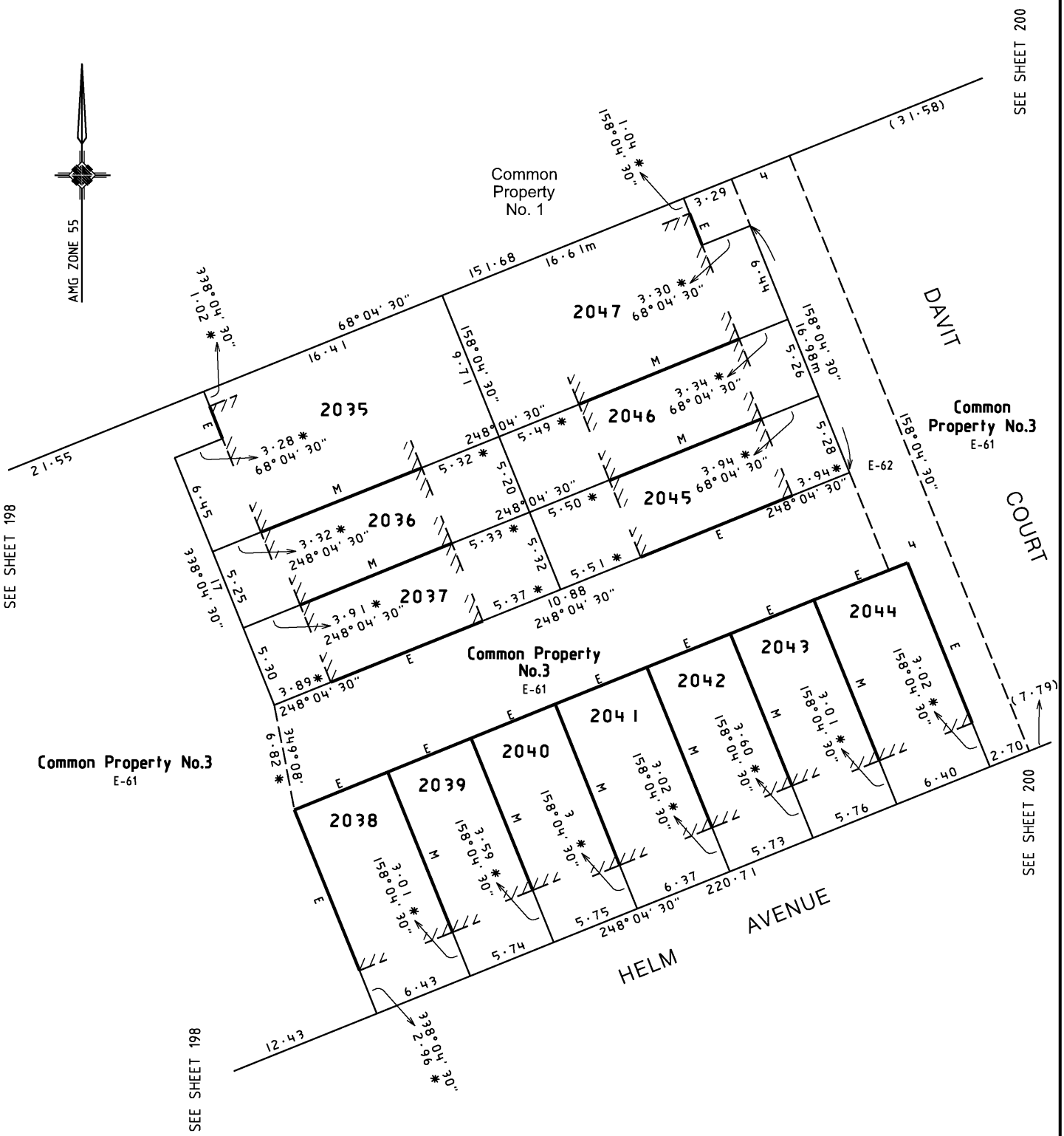
Plan Number
PS 435310J



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1 : 250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 198
	KEVIN CHARLES WALSH VERSION			

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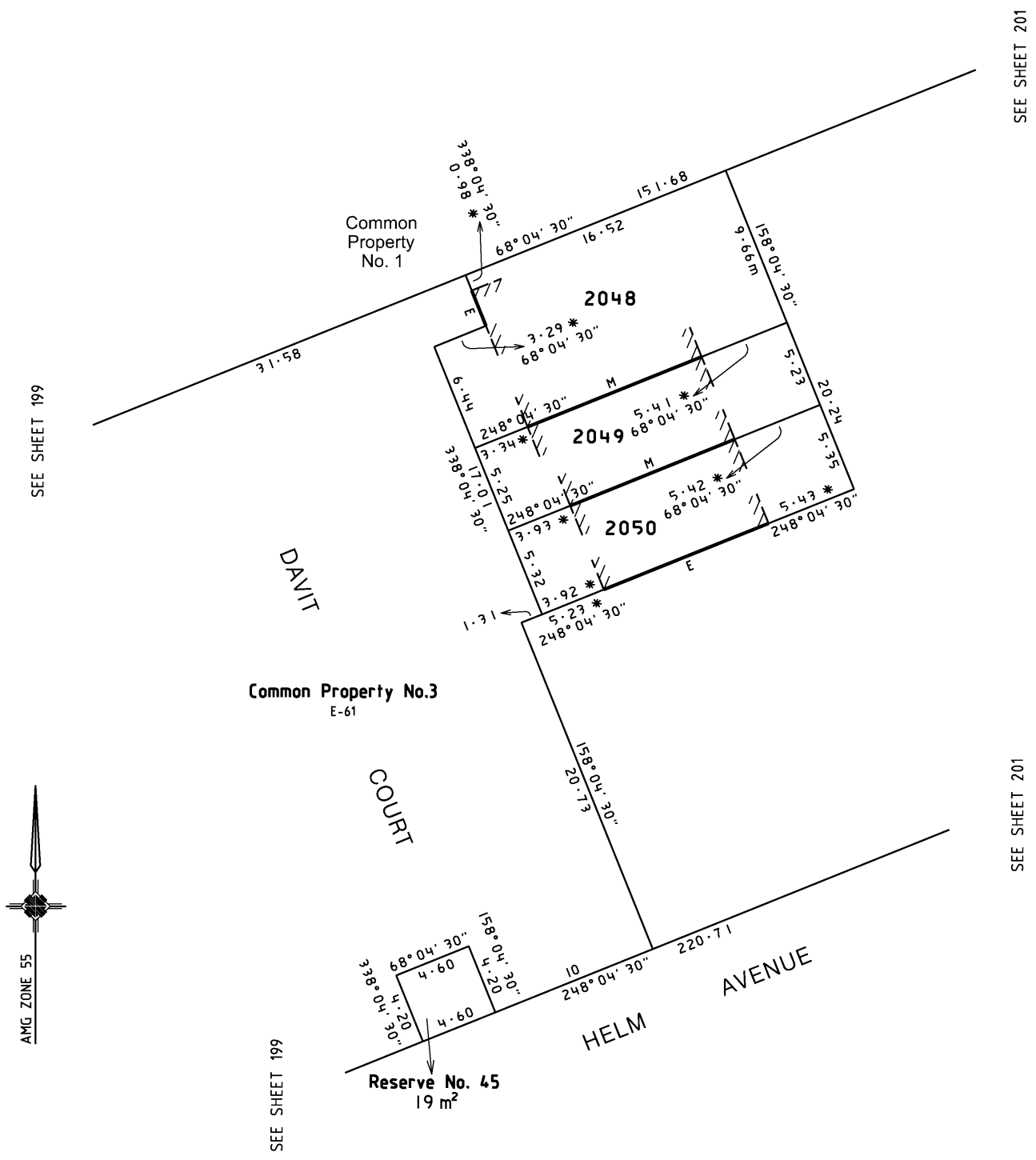
Plan Number
PS 435310J



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 199
	KEVIN CHARLES WALSH VERSION			

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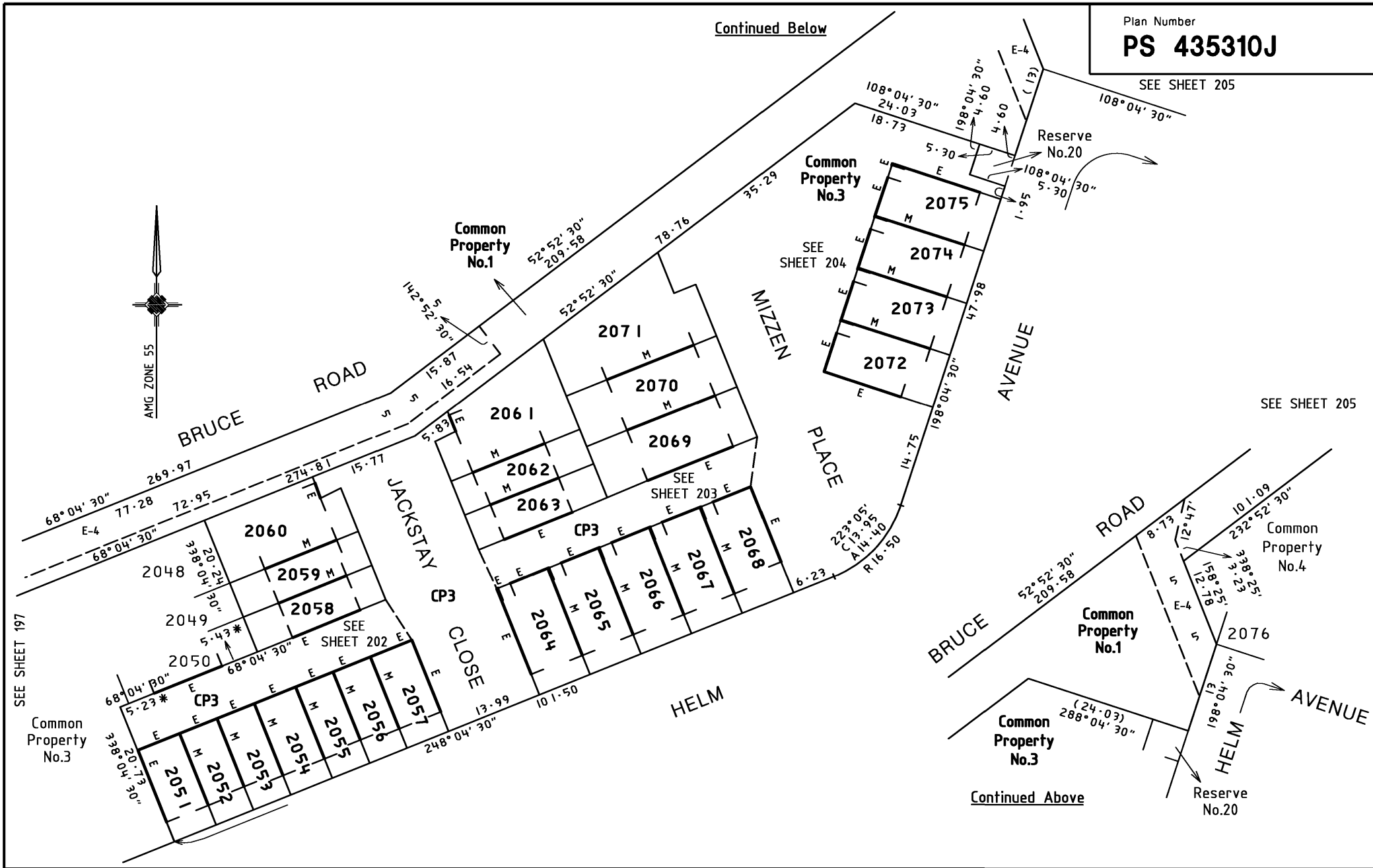
Plan Number
PS 435310J



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1 : 250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 200
	KEVIN CHARLES WALSH VERSION			

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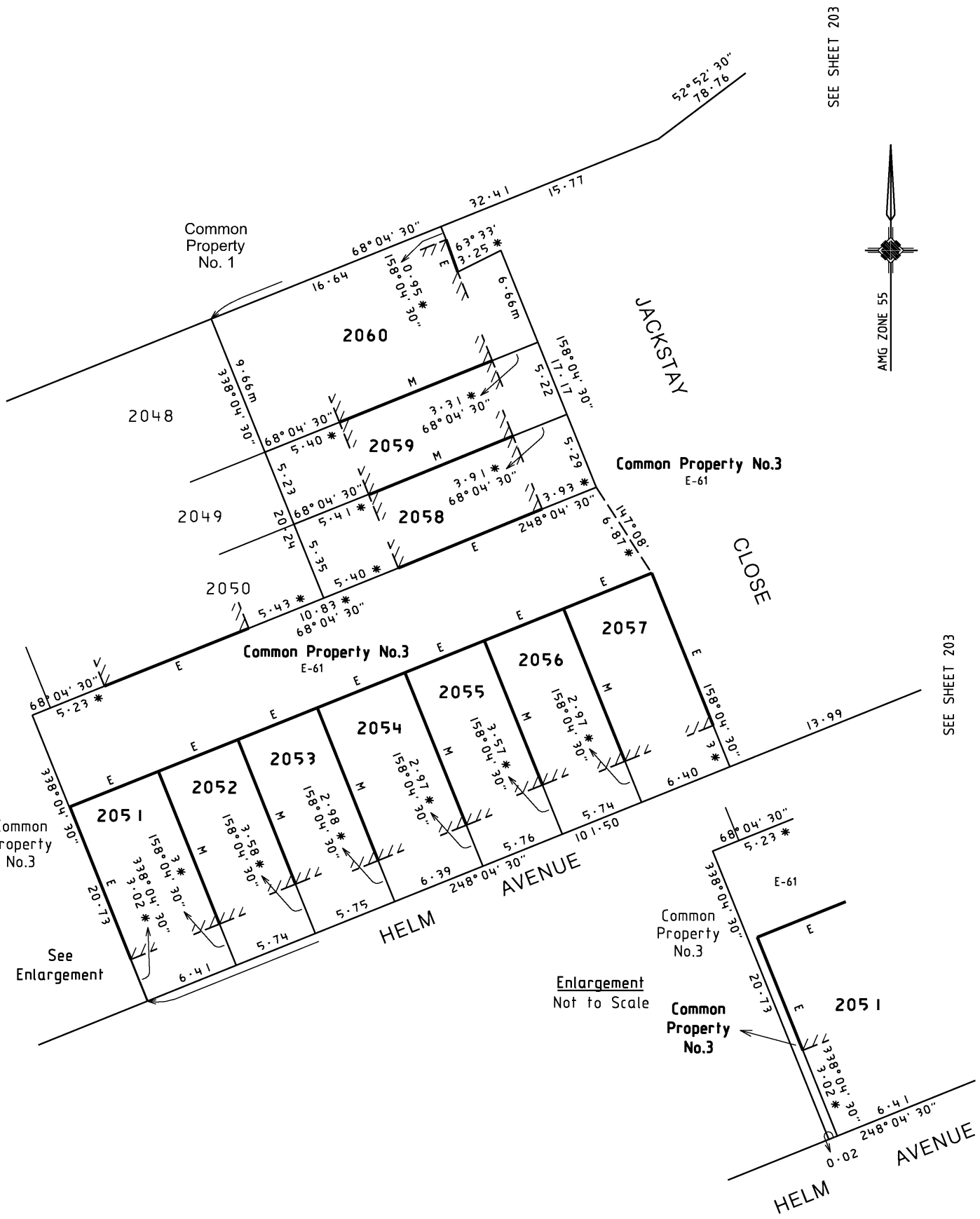
Plan Number
PS 435310J



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099		SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 201
		KEVIN CHARLES WALSH, VERSION		

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Plan Number
PS 435310J



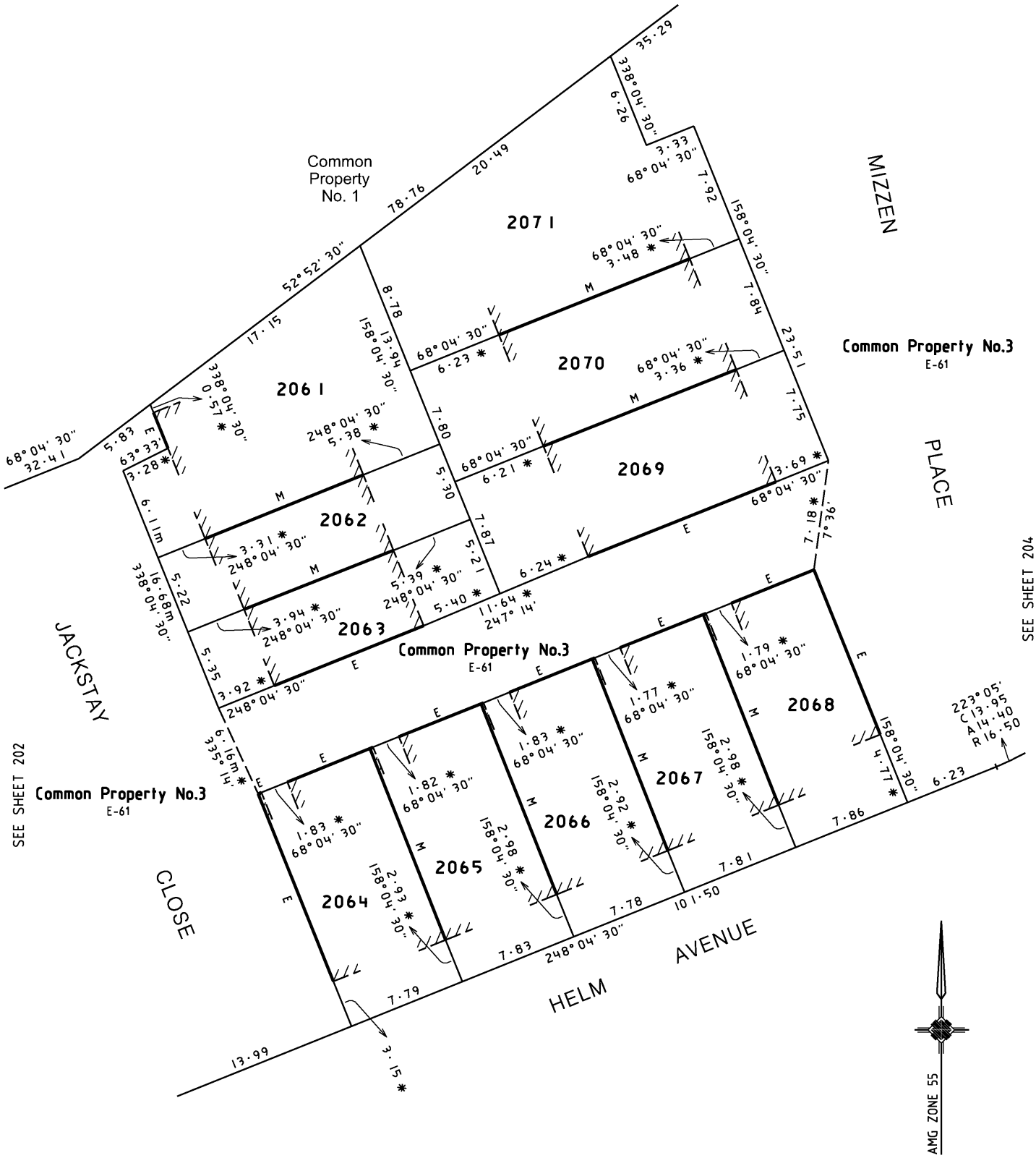
WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1 : 250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 202
KEVIN CHARLES WALSH VERSION			

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Plan Number
PS 435310J

SEE SHEET 204

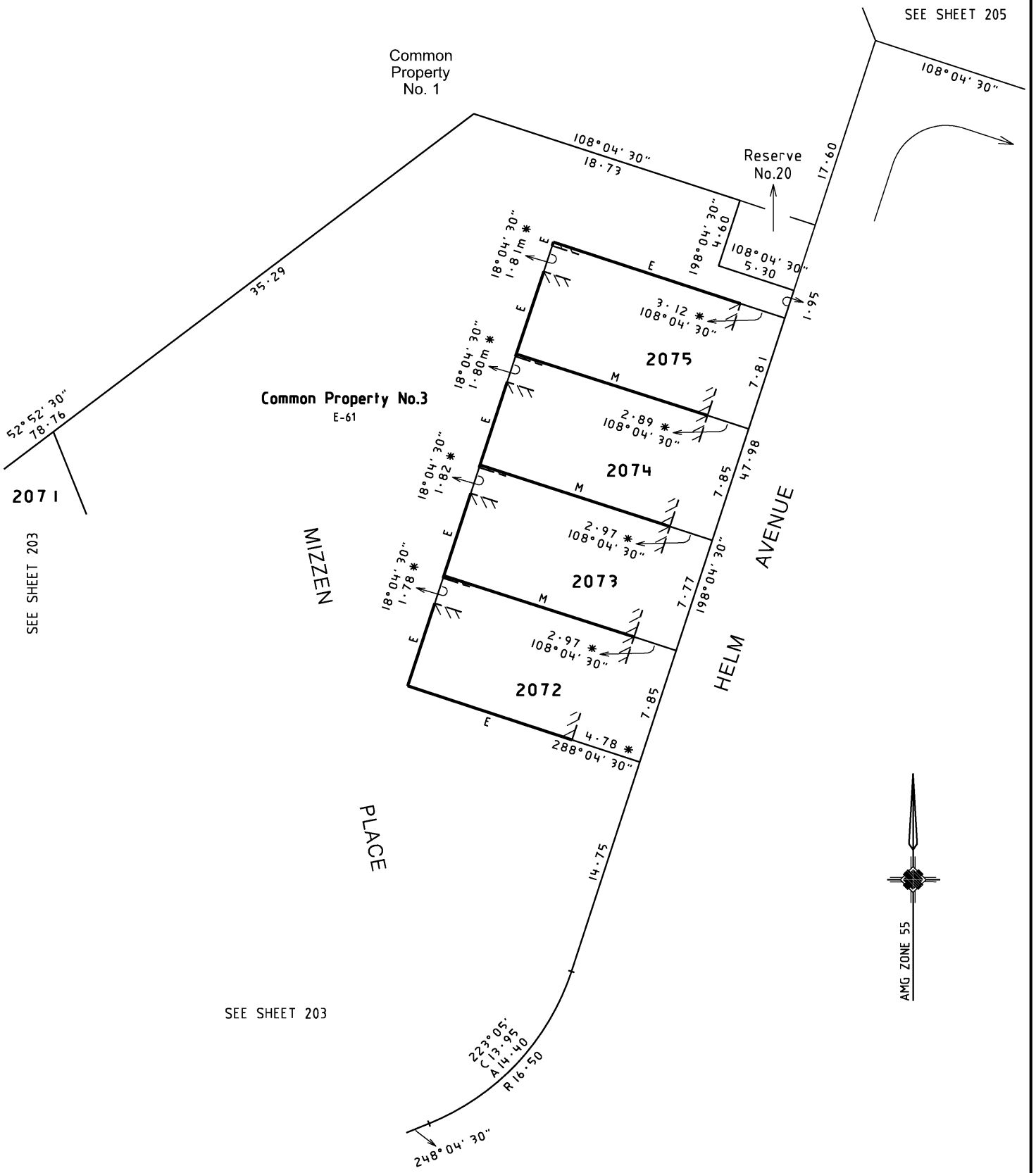


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 203
	KEVIN CHARLES WALSH VERSION			

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Plan Number

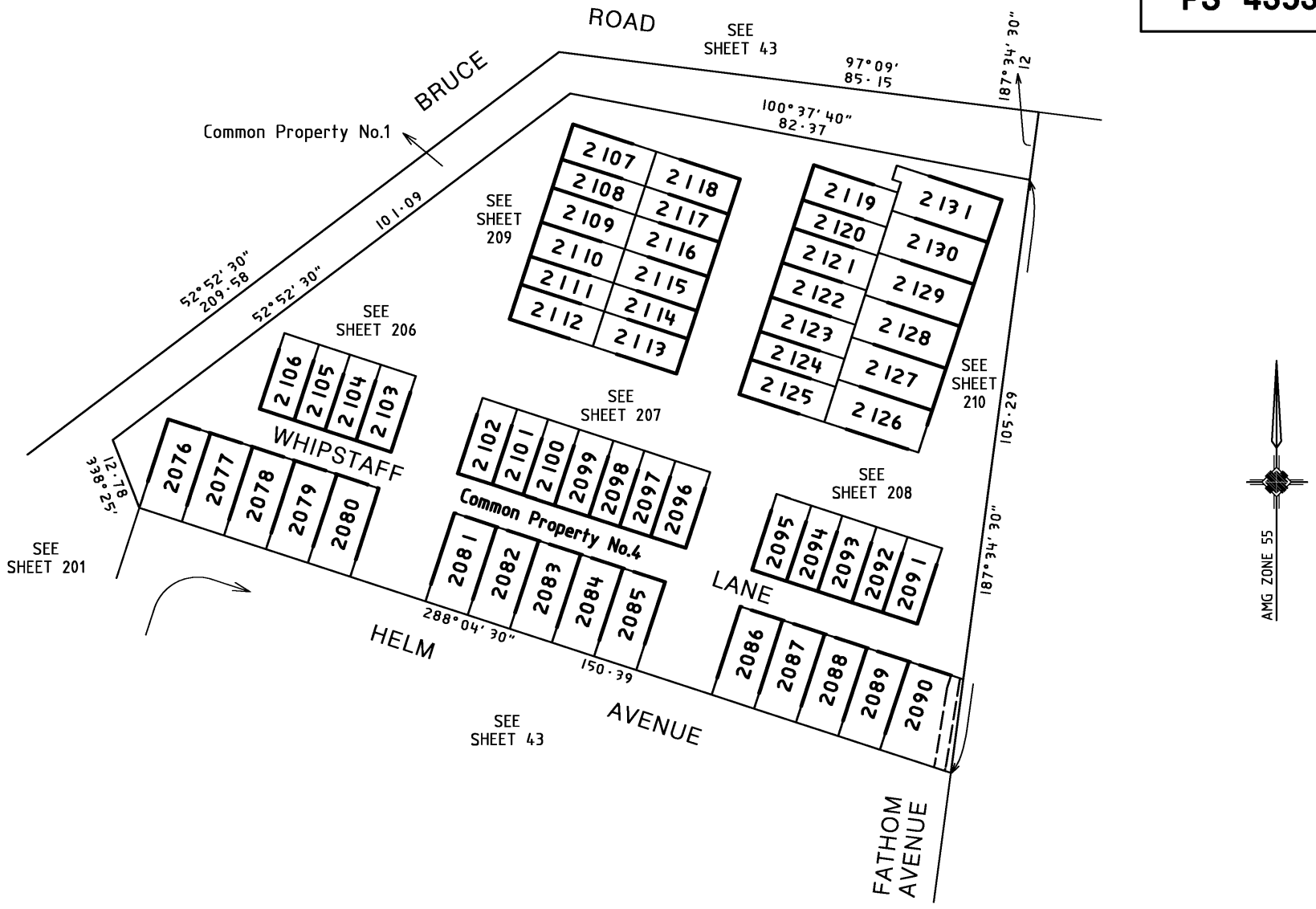
PS 435310J



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1 : 250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 204
	KEVIN CHARLES WALSH VERSION			

Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

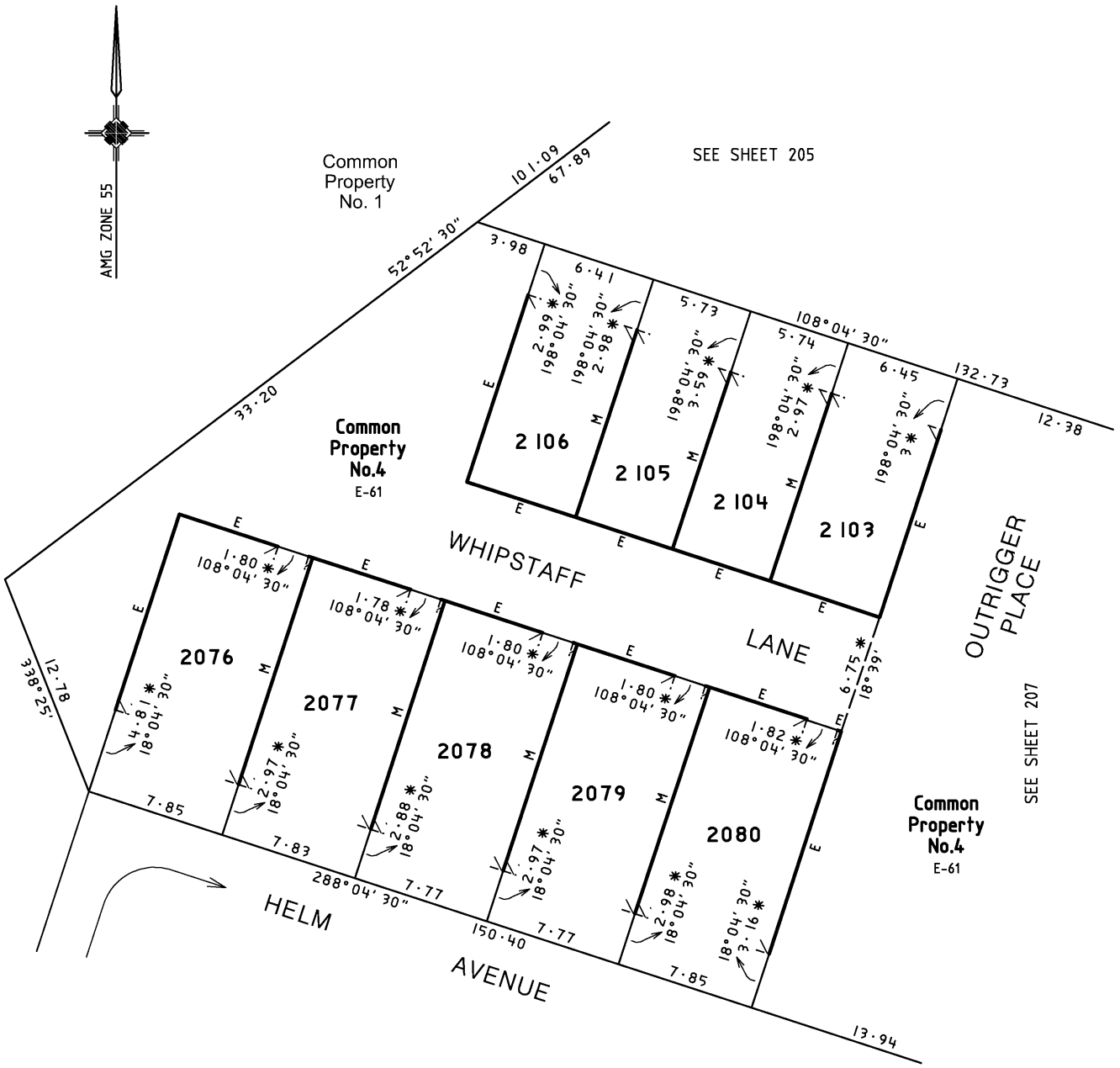
SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 205
KEVIN CHARLES WALSH VERSION			

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Plan Number

PS 435310J

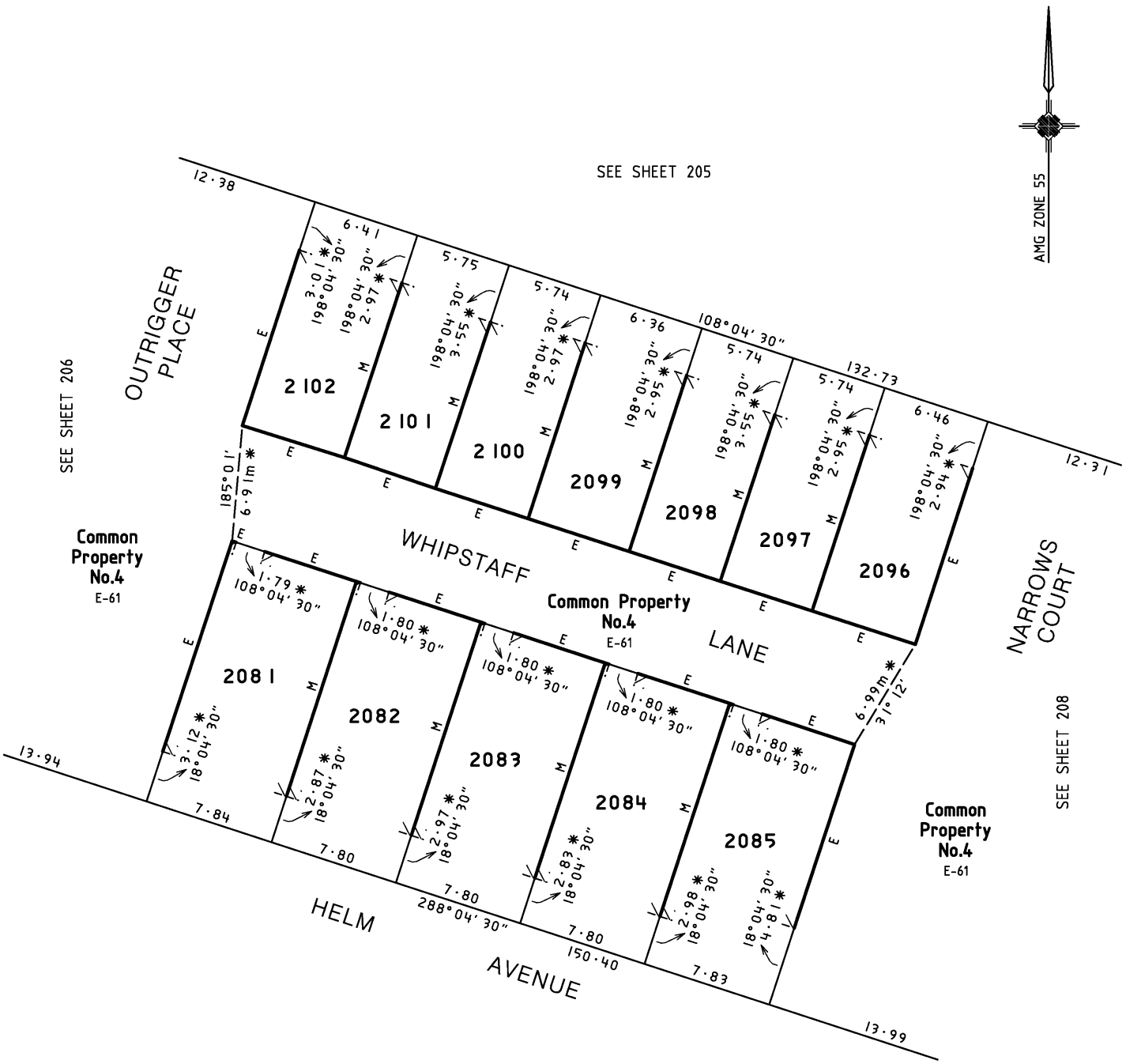


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 8099	SCALE 1 : 250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 206
	KEVIN CHARLES WALSH VERSION			

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Plan Number

PS 435310J



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 8099

SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 207
KEVIN CHARLES WALSH VERSION			

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Plan Number

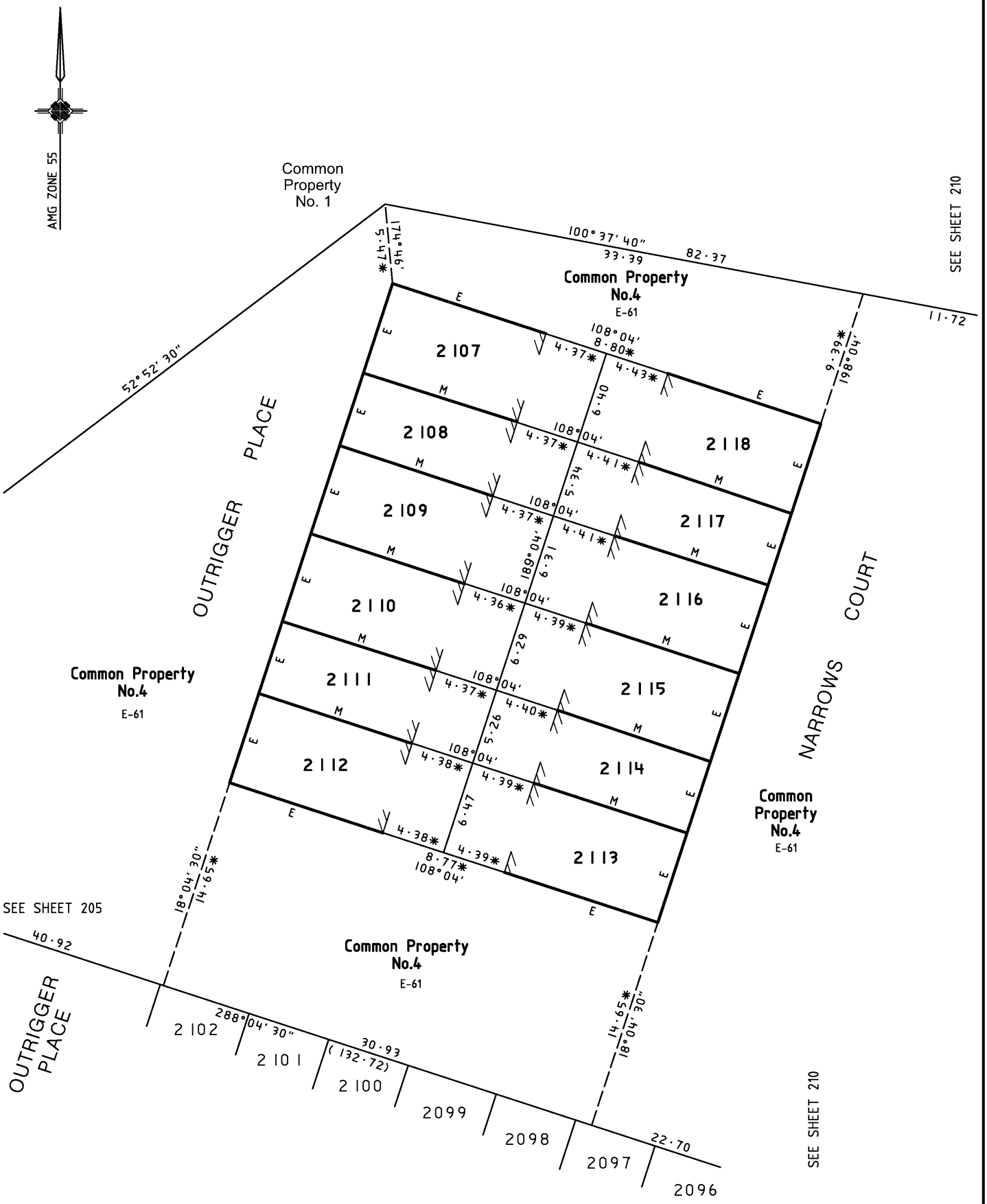
PS 435310J



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 8099	SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 208
	KEVIN CHARLES WALSH VERSION		

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Plan Number
PS 435310J



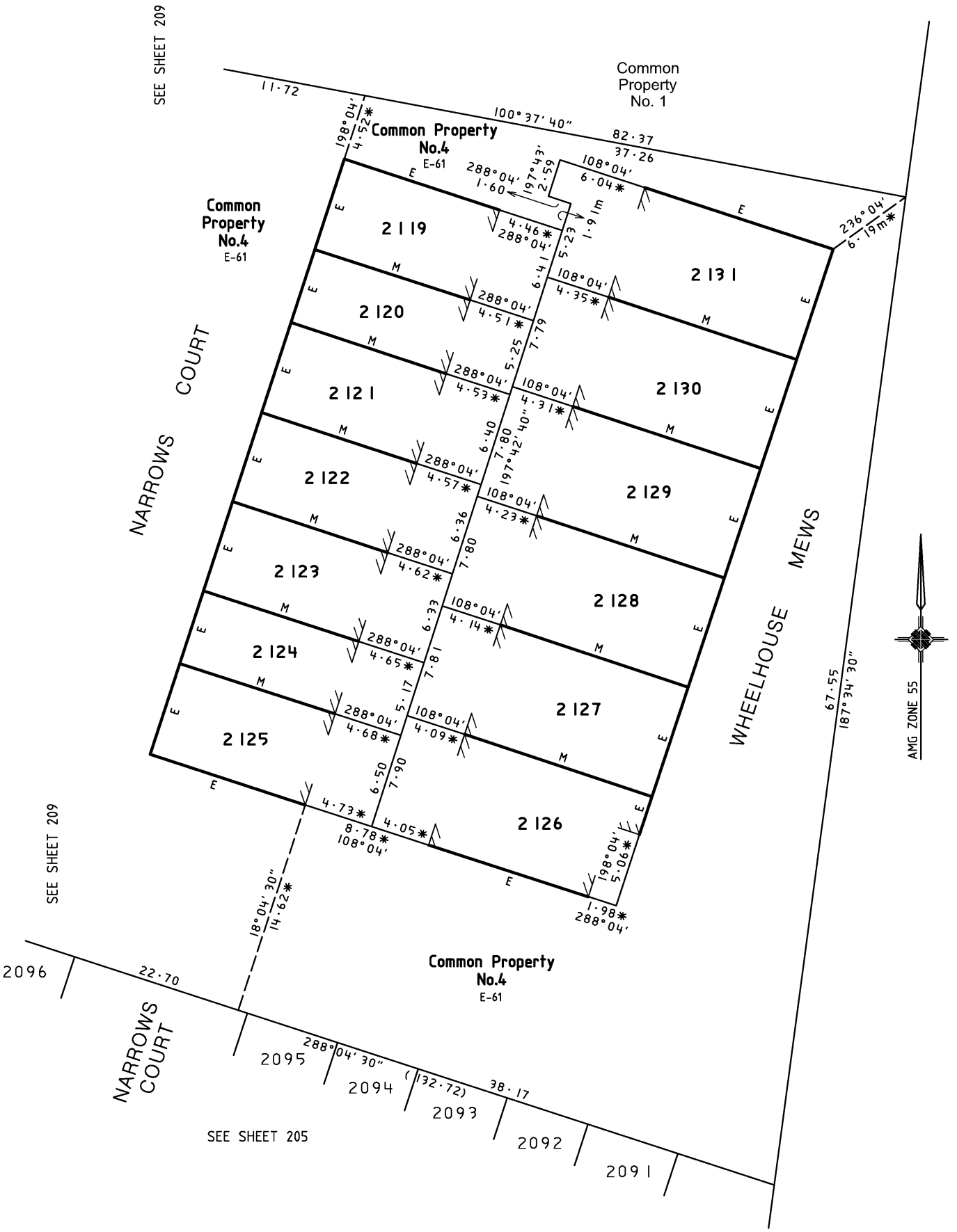
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URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 8099

SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 209
KEVIN CHARLES WALSH, VERSION			

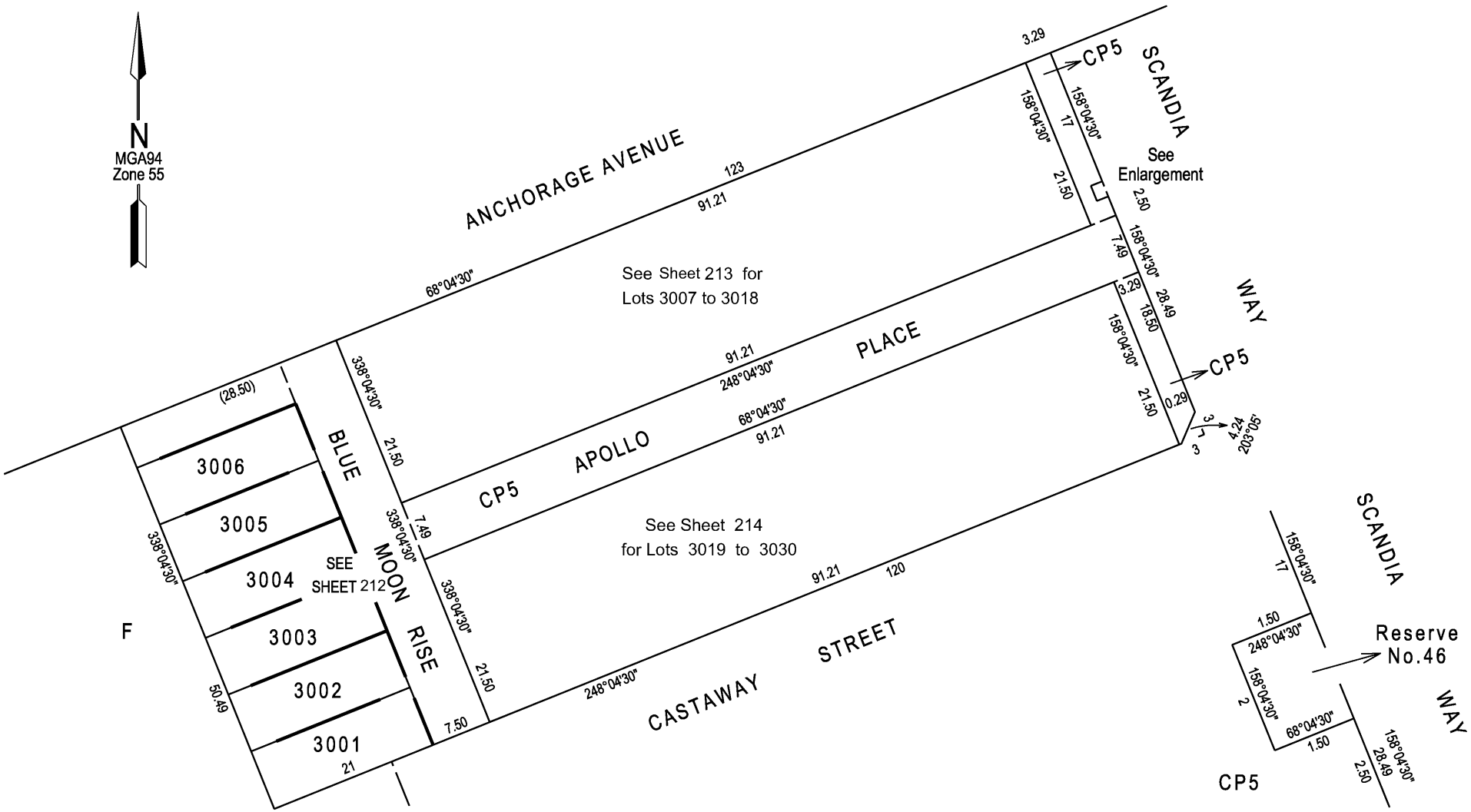
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Plan Number

PS 435310J



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 8099	SCALE 1 : 250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 210
	KEVIN CHARLES WALSH, VERSION			



Enlargement
Not to Scale

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 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 211

Digitally signed by: Michael Neylan Degg, Licensed Surveyor,
Surveyor's Plan Version (7),
06/02/2020, SPEAR Ref: S114970T

Digitally signed by:
Mornington Peninsula Shire Council,
06/02/2020,
SPEAR Ref: S114970T

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PS435310J/S218

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

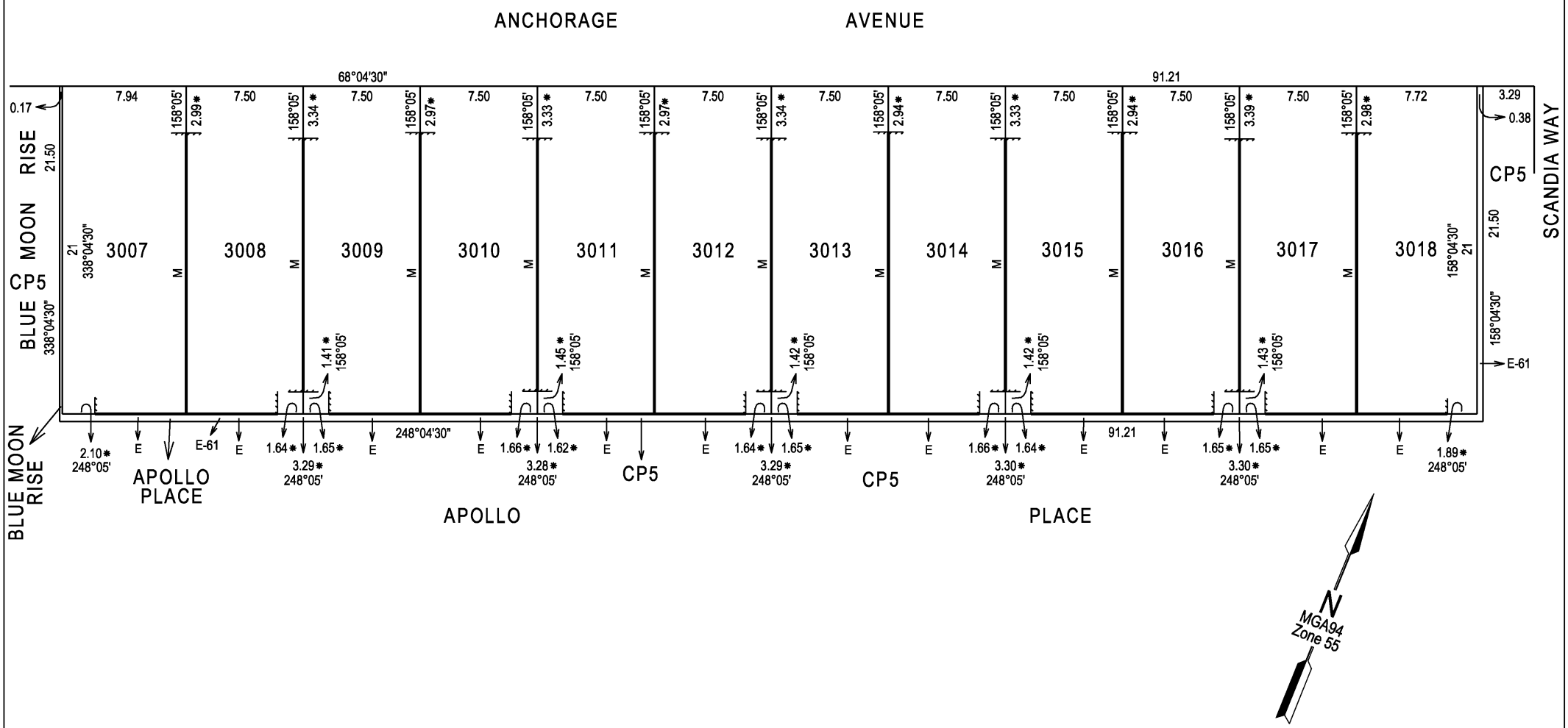
SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 212

Digitally signed by: Michael Neylan Degg, Licensed Surveyor,
Surveyor's Plan Version (7),
06/02/2020, SPEAR Ref: S114970T

Digitally signed by:
Mornington Peninsula Shire Council,
06/02/2020,
SPEAR Ref: S114970T

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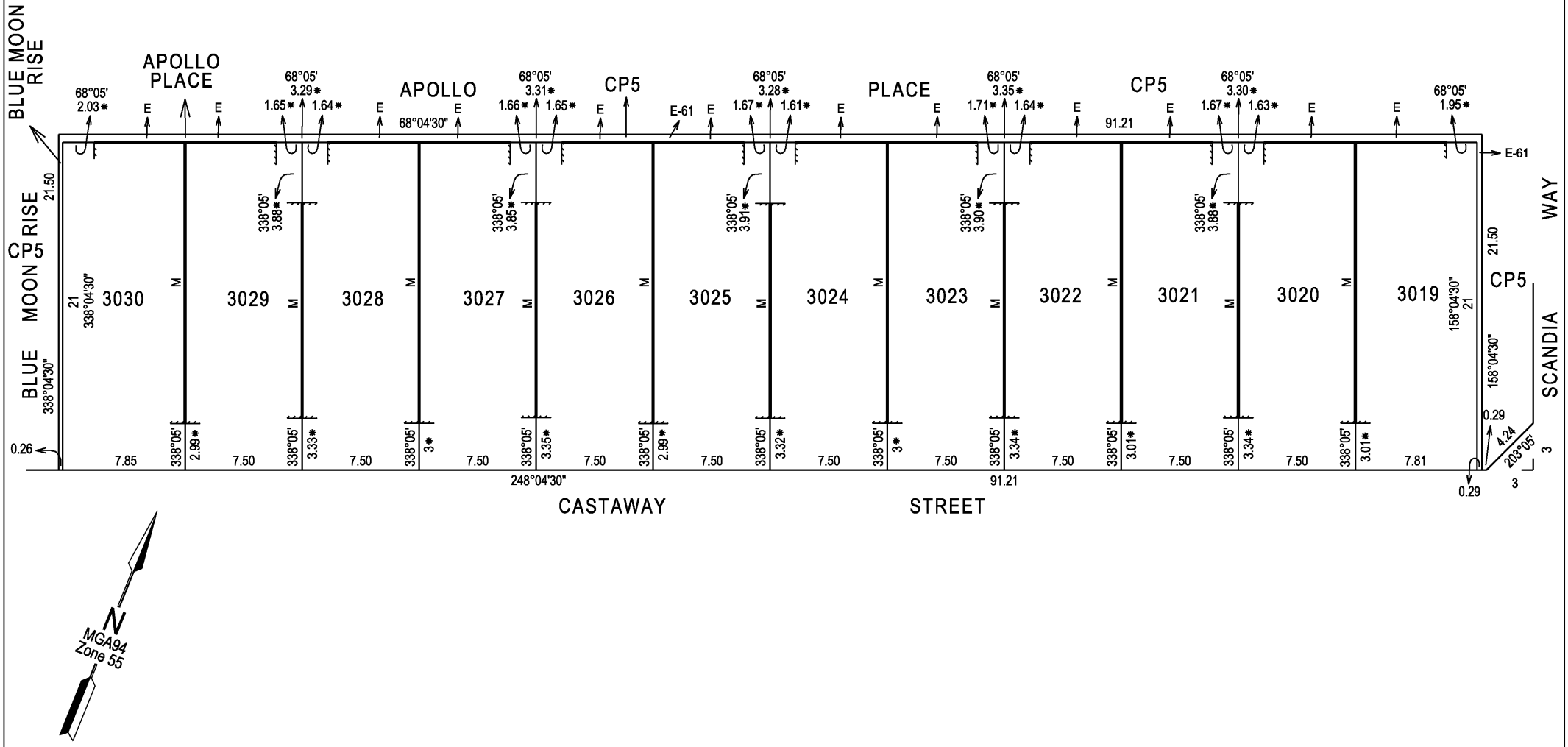
PS435310J



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 1:250 2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3
		Digitally signed by: Michael Neylan Degg, Licensed Surveyor, Surveyor's Plan Version (2), 24/07/2020, SPEAR Ref: S150501P	Digitally signed by: Mornington Peninsula Shire Council, 27/07/2020, SPEAR Ref: S150501P

SHEET 213

PS435310J/S223



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

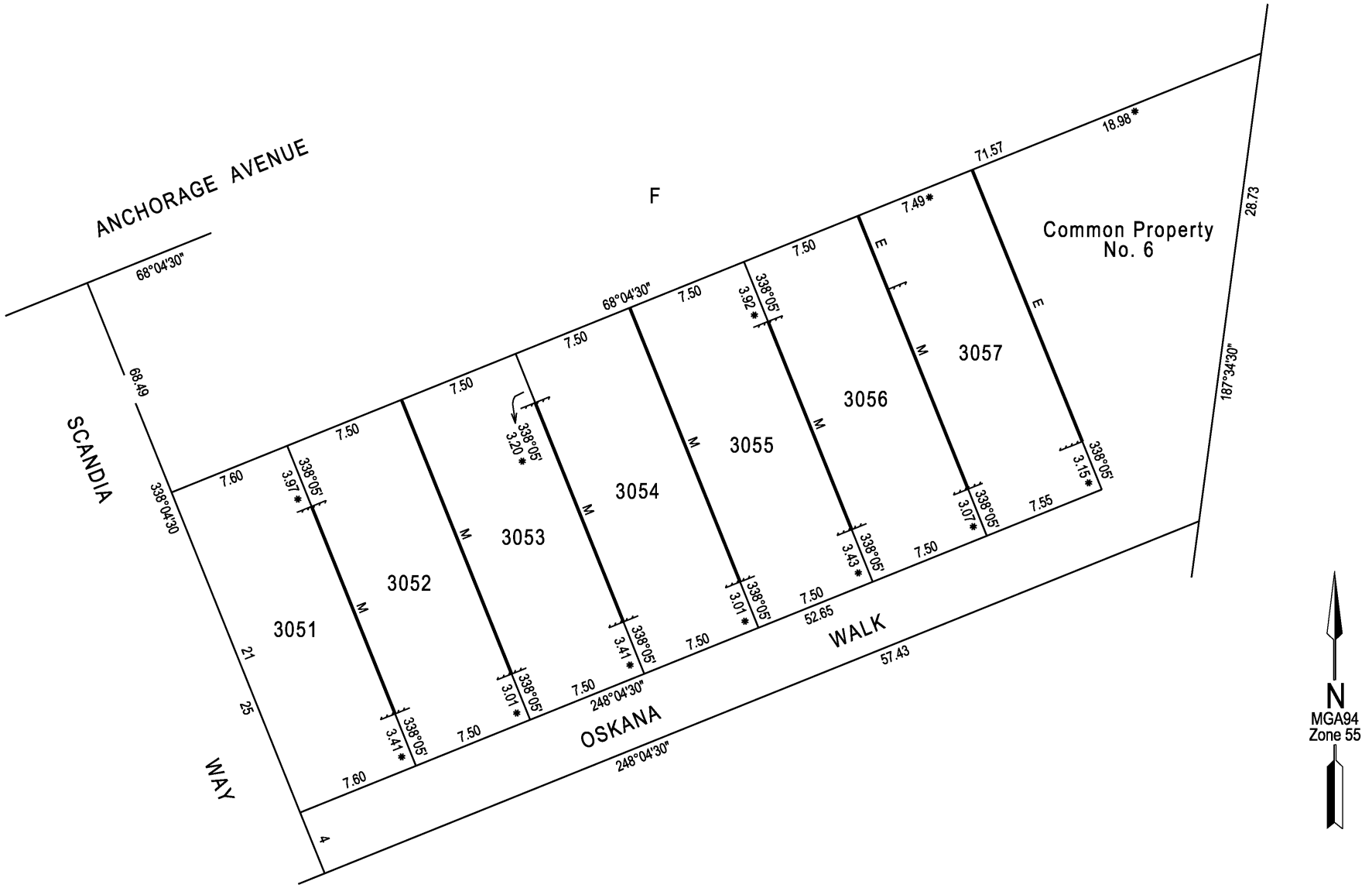
SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 214

Digitally signed by: Michael Neylan Degg, Licensed Surveyor,
Surveyor's Plan Version (3),
29/07/2020, SPEAR Ref: S150496P

Digitally signed by:
Mornington Peninsula Shire Council,
31/07/2020,
SPEAR Ref: S150496P

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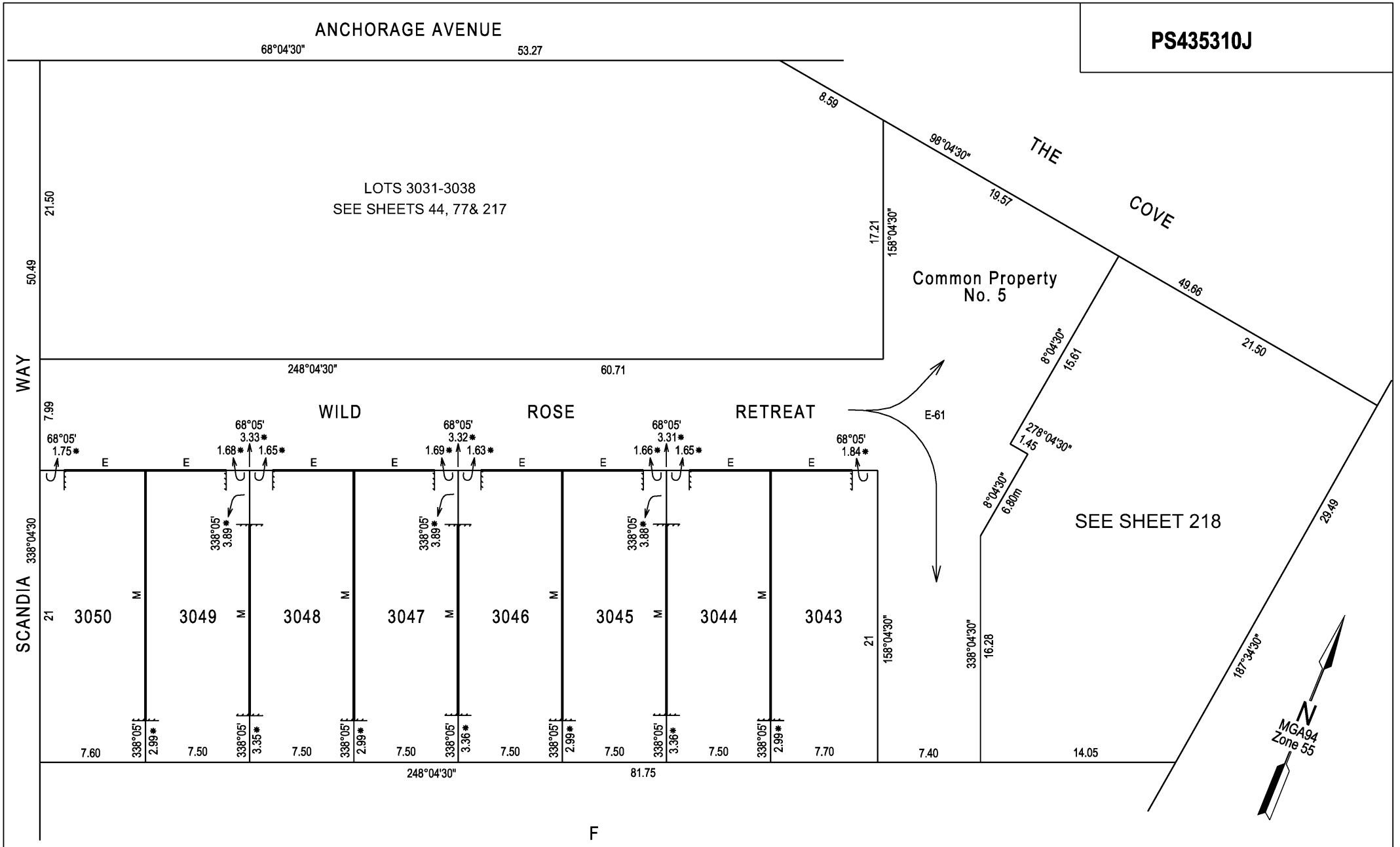


DEGG LAND DEVELOPMENT CONSULTANTS SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555 www.charltondegg.com.au		SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 215
		Digitally signed by: Michael Neylan Degg, Licensed Surveyor, Surveyor's Plan Version (4), 03/09/2020, SPEAR Ref: S140089H		Digitally signed by: Mornington Peninsula Shire Council, 08/09/2020, SPEAR Ref: S140089H	

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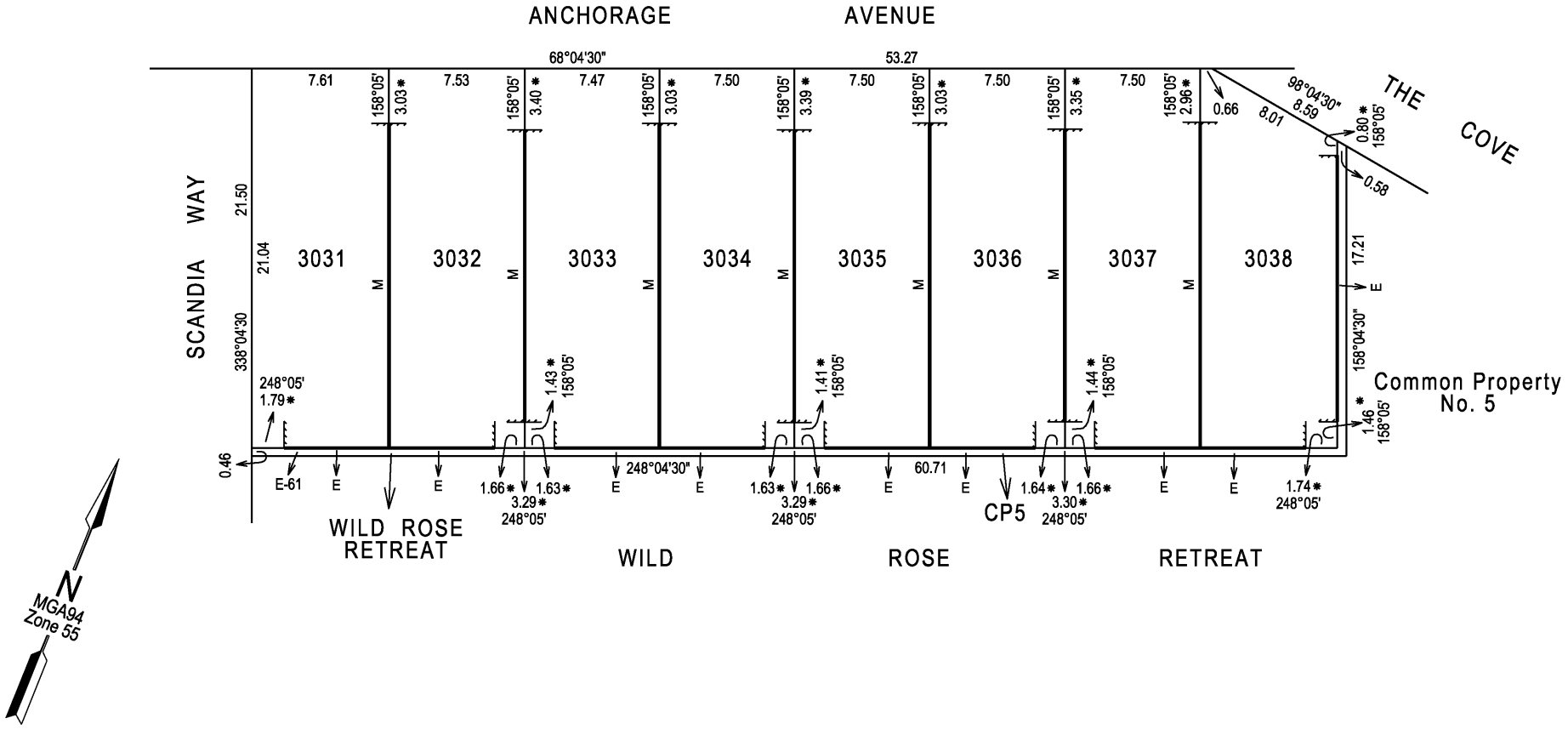
PS435310J



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 1:250 2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3
		Digitally signed by: Michael Neylan Degg, Licensed Surveyor, Surveyor's Plan Version (6), 18/08/2020, SPEAR Ref: S140086V	Digitally signed by: Mornington Peninsula Shire Council, 11/09/2020, SPEAR Ref: S140086V

SHEET 216

PS435310J



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

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 217

Digitally signed by: Michael Neylan Degg, Licensed Surveyor,
Surveyor's Plan Version (2),
20/11/2020, SPEAR Ref: S150502J

Digitally signed by:
Mornington Peninsula Shire Council,
25/11/2020,
SPEAR Ref: S150502J

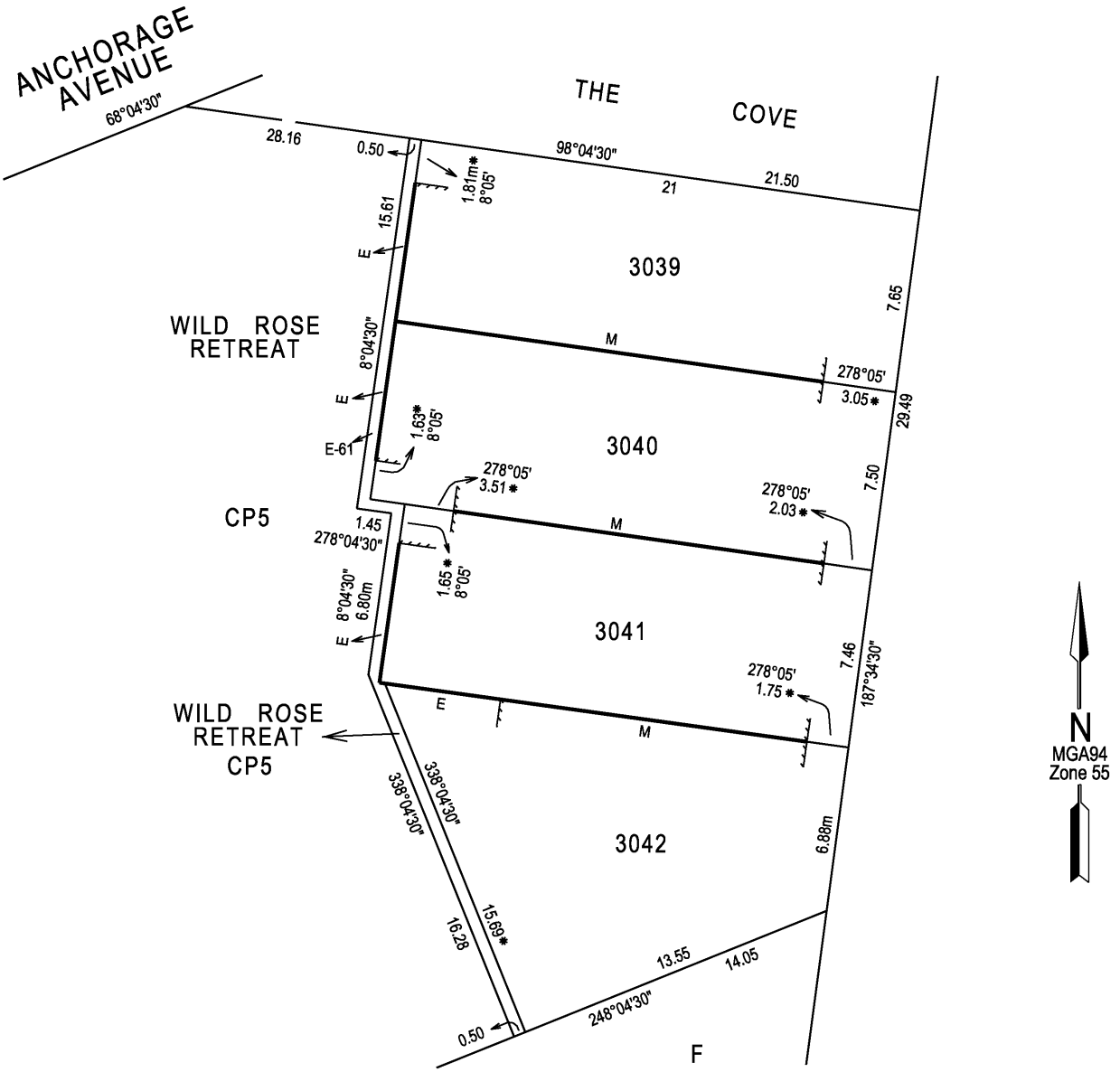
Amended by: Michael Neylan Degg, Licensed Surveyor 18/12/2020.

PS435310J/S225, Page 2 of 5, 16:38 21/12/2020, Customer ct58

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PS435310J



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 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 218
	Digitally signed by: Michael Neylan Degg, Licensed Surveyor, Surveyor's Plan Version (2), 27/11/2020, SPEAR Ref: S150503E		Digitally signed by: Mornington Peninsula Shire Council, 30/11/2020, SPEAR Ref: S150503E	

Delivered by LANDATA®, timestamp 17/11/2022 15:25 Page 219 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots 1 to 11 (Both Inclusive), 18 to 30 (Both Inclusive), 40 to 79 (Both Inclusive), 301 to 495 (Both Inclusive), 761 to 782 (Both Inclusive), 797 and 798.

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

1.1 must not use the Land for any purpose other than for use as a residence;

1.2 must not construct any more than one residence on the Land;

1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision;

1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

1.6 must not fail to comply with any order, notice or direction of the Council;

1.7 must not live on the Land prior to completion of construction of the residence;

1.8 must not subdivide the Land to create additional lots;

1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate/Owners Corporation;

1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

1.14 must not remove any living trees, shrubs, bushes or other vegetation from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG		.....
SIGNATURE	DATE	DATE / /20
REF 35946	VERSION	COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:25 Page 220 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheet 215)

Land to benefit: Land in this plan

Land to be burdened: Lots 1 to 11 (Both Inclusive), 18 to 30 (Both Inclusive), 40 to 79 (Both Inclusive), 301 to 495 (Both Inclusive), 761 to 782 (Both Inclusive), 797 and 798.

Description of Restriction:

2. In this covenant, "Body Corporate", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement dated 30 April 2003 between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.
3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.
4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

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PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE ..... DATE

REF 35946 VERSION

..... DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:25 Page 221 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots B1 to B120 (both inclusive)

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:
   - 1.1 must not use the Land for any purpose other than for use as a berth for a vessel;
   - 1.2 must not allow any more than one berth on the Land;
   - 1.3 must not construct or permit to be constructed any structure comprising part of a berth that does not comply with the Design Guidelines;
   - 1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning and Environment Act 1987 that encumbers the Land;
   - 1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;
   - 1.6 must not fail to comply with any order, notice or direction of the Council;
   - 1.7 must not subdivide the Land;
   - 1.8 must not use the Land as a Berth unless holding a current Berth Lot Agreement entered into between the registered proprietor of the Lot and the applicable Body Corporate;
   - 1.9 must not allow any vessel to be berthed at the Land unless the operator of the vessel has executed a licence in the form approved by Council under the section 173 Agreement;
   - 1.10 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate;
   - 1.11 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee.
2. In this covenant, "section 173 Agreement" means the agreement dated 30 April 2003 between Mornington Peninsula Shire Council and Marina Cove Pty Ltd pursuant to section 173 of the Planning & Environment Act 1987 that encumbers the Land and "Council", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement.
3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in this Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

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

LICENSED SURVEYOR (PRINT) KAI HANSEN

SIGNATURE ..... DATE 29/3/2004

REF 28397/1C VERSION 13

.....

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:25 Page 222 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots 666 to 668, (both inclusive) 669A, 671 and 672

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

1.1 must not use the Land for any purpose other than for use as a residence;

1.2 must not construct any more than one residence on the Land;

1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision;

1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

1.6 must not fail to comply with any order, notice or direction of the Council;

1.7 must not live on the Land prior to completion of construction of the residence;

1.8 must not subdivide the Land;

1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate;

1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

1.14 must not remove any living trees, shrubs, bushes or other vegetation from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

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LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE .....

DATE 13/02/2006

REF 28397/2BH

VERSION 1

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DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:25 Page 223 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created. (continued from sheet 218)

Land to benefit: Land in this plan

Land to be burdened: Lots 666 to 668, (both inclusive) 669A,671 and 672

Description of Restriction:

1.17 must not use the Land shown hatched on sheet 216 for any purpose other than for use as a berth for a vessel;

1.18 must not allow any more than one berth on the Land shown hatched on sheet 216;

1.19 must not construct or permit to be constructed on the land shown hatched on sheet 216 any structure comprising part of a berth that does not comply with the Design Guidelines;

1.20 must not use the Land shown hatched on sheet 216 as a Berth unless holding a current Berth Lot Agreement entered into between the registered proprietor of the Lot and the applicable Body Corporate;

1.21 must not allow any vessel to be berthed at the Land shown hatched on sheet 216 unless the operator of the vessel has executed a licence in the form approved by Council under the section 173 Agreement;

1.22 must not restrict access to the applicable Body Corporate for the purpose of undertaking maintenance, repairs and replacement to the Body Corporate Infrastructure.

2. In this covenant, "Body Corporate", "Council", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement dated 30 April 2003 between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

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TOWN PLANNERS
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LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE .....

DATE 13/02/2006

REF 28397/2BH

VERSION 1

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DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:25 Page 224 of 272

PLAN OF SUBDIVISION

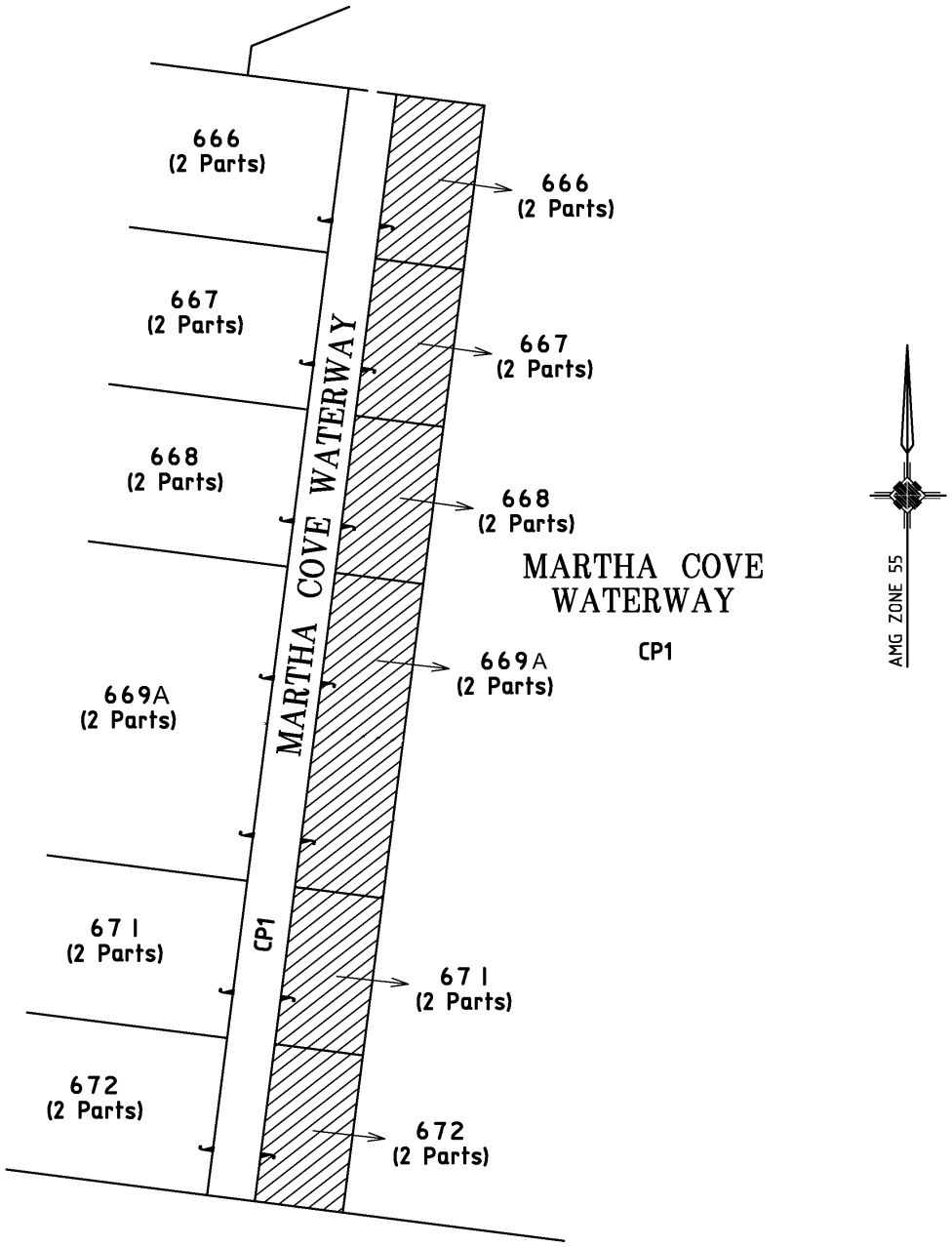
Stage No.

Plan Number
PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 218 & 219).



WATSONS PTY. LTD.
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TOWN PLANNERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

ORIGINAL SCALE 1:500 | SHEET SIZE A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 13/02/2006
REF 28397/2BH
VERSION 1

SHEET 224

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DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:26 Page 225 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots 574 to 599 (both inclusive)

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

1.1 must not use the Land for any purpose other than for use as a residence;

1.2 must not construct any more than one residence on the Land;

1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision;

1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

1.6 must not fail to comply with any order, notice or direction of the Council;

1.7 must not live on the Land prior to completion of construction of the residence;

1.8 must not subdivide the Land to create additional lots;

1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate;

1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

1.14 must not remove any living trees, shrubs, bushes or other vegetation from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

1.17 must not use the Land shown hatched on sheet 219 for any purpose other than for use as a berth for a vessel;

1.18 must not allow any more than one berth on the Land shown hatched on sheet 219;

1.19 must not construct or permit to be constructed on the land shown hatched on sheet 219 any structure comprising part of a berth that does not comply with the Design Guidelines;

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LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH. (03) 9820 8144

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE .....

DATE 28/7/2005

REF 28397/2G

VERSION 10

.....

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:26 Page 226 of 272

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created. (continued from sheet 218)

Land to benefit: Land in this plan

Land to be burdened: Lots 574 to 599 (both inclusive)

Description of Restriction:

1.20 must not use the Land shown hatched on sheet 219 as a Berth unless holding a current Berth Lot Agreement entered into between the registered proprietor of the Lot and the applicable Body Corporate;

1.21 must not allow any vessel to be berthed at the Land shown hatched on sheet 219 unless the operator of the vessel has executed a licence in the form approved by Council under the section 173 Agreement;

1.22 must not restrict access to the applicable Body Corporate for the purpose of undertaking maintenance, repairs and replacement to the Body Corporate Infrastructure.

2. In this covenant, "Body Corporate", "Council", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement dated 30 April 2003 between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

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DATE 28/7/2005

REF 28397/2G

VERSION 10

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DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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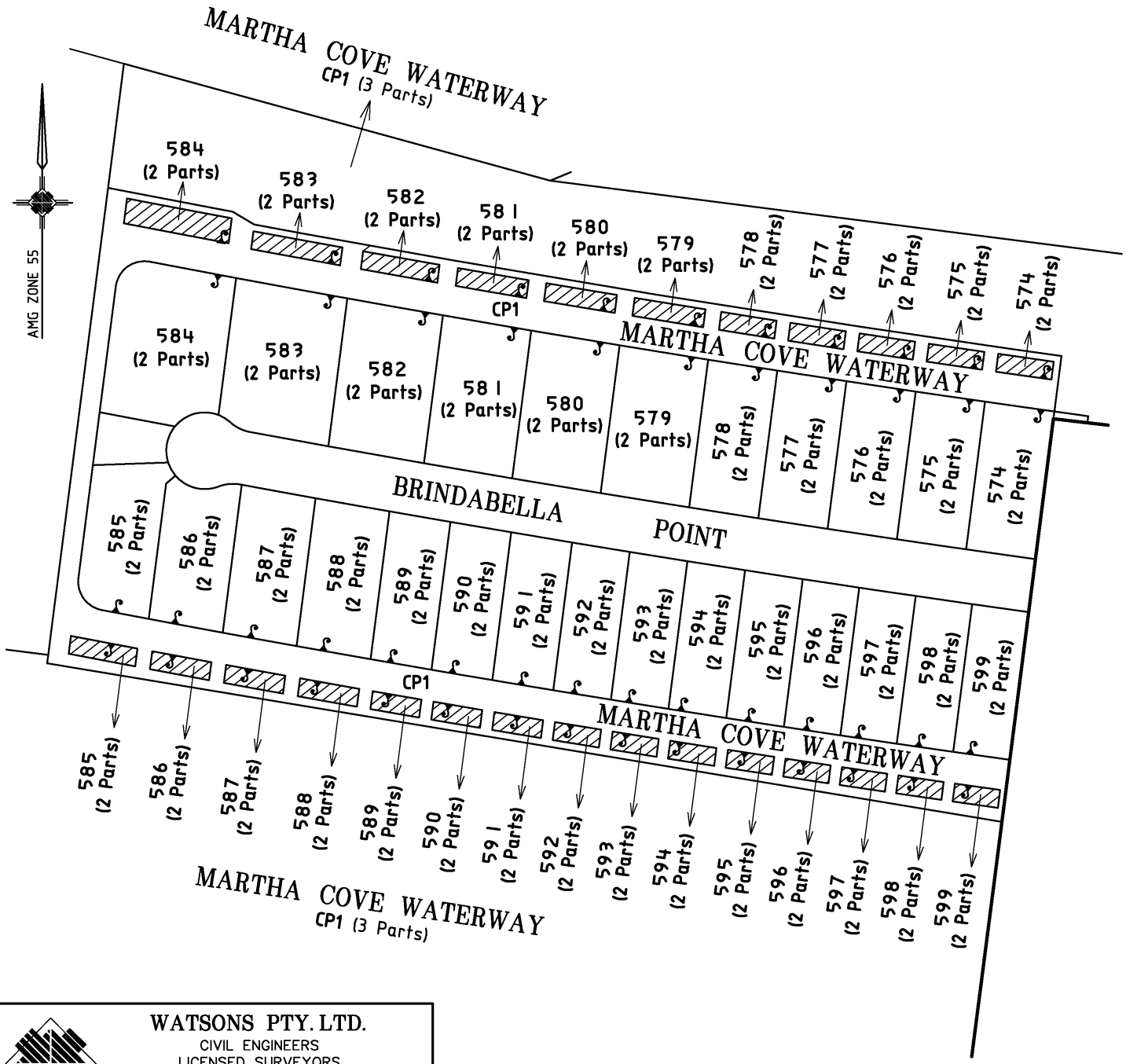
PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 221 & 222).



WATSONS PTY. LTD.
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TOWN PLANNERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH.(03) 9820 8144

ORIGINAL SHEET SIZE A3
SCALE 1 : 1250

SCALE
0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 28/7/2005
REF 28397/2G
VERSION 10

SHEET 227

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:26 Page 228 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restrictions are to be created.

Land to benefit: Reserve No.17

Land to be burdened: Lot S29

Description of Restriction:

The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they shall not allow:

1. S29 to be subdivided into more than 13 lots.

Land to benefit: Reserve No.17

Land to be burdened: Lots S30, S32 and S34

Description of Restriction:

The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they shall not allow:

1. S30, S32 and S34 to be subdivided into more than 30 lots.

Land to benefit: Reserve No.17

Land to be burdened: Lots S31 and S33

Description of Restriction:

The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they shall not allow:

1. S31 and S33 to be subdivided into more than 10 lots.

Land to benefit: Reserve No.17

Land to be burdened: Lot S35

Description of Restriction:

The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they shall not allow:

1. S35 to be subdivided into more than 33 lots.

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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE .....

DATE 28/7/2005

REF 28397/2G

VERSION 10

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DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:26 Page 229 of 272

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots B5001 to B5308 (Both Inclusive).

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

1.1 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.2 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

1.3 must not fail to comply with any order, notice or direction of the Council;

1.4 must not use the Land shown hatched on sheet 224 for any purpose other than for berths for vessels and associated activities;

1.5 must not construct or permit to be constructed on the land shown hatched on sheet 224 any structure comprising part of a berth that does not comply with the Design Guidelines;

1.6 must not allow any vessel to be berthed at the Land shown hatched on sheet 224 unless the operator of the vessel has executed a licence in the form approved by Council under the section 173 Agreement;

1.7 must not restrict access to the applicable Owners Corporation (Body Corporate) for the purpose of undertaking maintenance, repairs and replacement to the Owners Corporation (Body Corporate) Infrastructure.

1.8 must not allow for any more than 330 berths.

1.9 must not allow the use of the Land shown hatched on sheet 224 for Berths unless a current Berth Lot Agreement is entered into with the applicable Owners Corporation (Body Corporate);

1.10 must not deny passage by way of vessel between Martha Cove Waterway and berths;

1.11 must not deny access to berths by way of pontoon or pier;

1.12 must not deny public access to the fairways as shown on the approved development plans subject to the restrictions and conditions of the agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.13 must not maintain the quality of the water to a standard that is lesser then the standard specified in the Environment Management Plan (Operations);

1.14 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

1.15 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Owners Corporation (Body Corporate);

1.16 must not remove any living trees, shrubs, bushes or other vegetation from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

1.17 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

1.18 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

WATSONS
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5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT)	MICHAEL NEYLAN DEGG	
SIGNATURE	DATE 02/08/2007	DATE / /20
REF 28397/Stg. 5/S Lots	VERSION 7	COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:26 Page 230 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from Sheet 222).

Land to benefit: Land in this plan

Land to be burdened: Lots B5001 to B5308 (Both Inclusive).

Description of Restriction:

2. In this covenant, "Body Corporate / Owners Corporation", "Council", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement dated 30 April 2003 between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.
3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

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5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE ..... DATE 02/08/2007

REF 28397/Stg. 5/S Lots VERSION 7

..... DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:27 Page 231 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots B5001 to B5308 (Both Inclusive).

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

1.1 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.2 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

1.3 must not fail to comply with any order, notice or direction of the Council;

1.4 must not use the Land shown hatched on sheet 229 for any purpose other than for berths for vessels and associated activities;

1.5 must not construct or permit to be constructed on the land shown hatched on sheet 229 any structure comprising part of a berth that does not comply with the Design Guidelines;

1.6 must not allow any vessel to be berthed at the Land shown hatched on sheet 229 unless the operator of the vessel has executed a licence in the form approved by Council under the section 173 Agreement;

1.7 must not restrict access to the applicable Owners Corporation (Body Corporate) for the purpose of undertaking maintenance, repairs and replacement to the Owners Corporation (Body Corporate) Infrastructure.

1.8 must not allow for any more than 330 berths.

1.9 must not allow the use of the Land shown hatched on sheet 229 for Berths unless a current Berth Lot Agreement is entered into with the applicable Owners Corporation (Body Corporate);

1.10 must not deny passage by way of vessel between Martha Cove Waterway and berths;

1.11 must not deny access to berths by way of pontoon or pier;

1.12 must not deny public access to the fairways as shown on the approved development plans subject to the restrictions and conditions of the agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.13 must not maintain the quality of the water to a standard that is lesser then the standard specified in the Environment Management Plan (Operations);

1.14 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

1.15 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Owners Corporation (Body Corporate);

1.16 must not remove any living trees, shrubs, bushes or other vegetation from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

1.17 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

1.18 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

WATSONS
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CONSULTANTS & MANAGERS
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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT)	MICHAEL NEYLAN DEGG	.....
SIGNATURE	DATE 02/08/2007	DATE / /20
REF 28397/Stg. 5/S Lots	VERSION 7	COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from Sheet 224).

Land to benefit: Land in this plan

Land to be burdened: Lots B5001 to B5308 (Both Inclusive).

Description of Restriction:

2. In this covenant, "Body Corporate / Owners Corporation", "Council", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement dated 30 April 2003 between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.
3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE .....

DATE 02/08/2007

REF 28397/Stg.5/S Lots

VERSION 7

.....

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

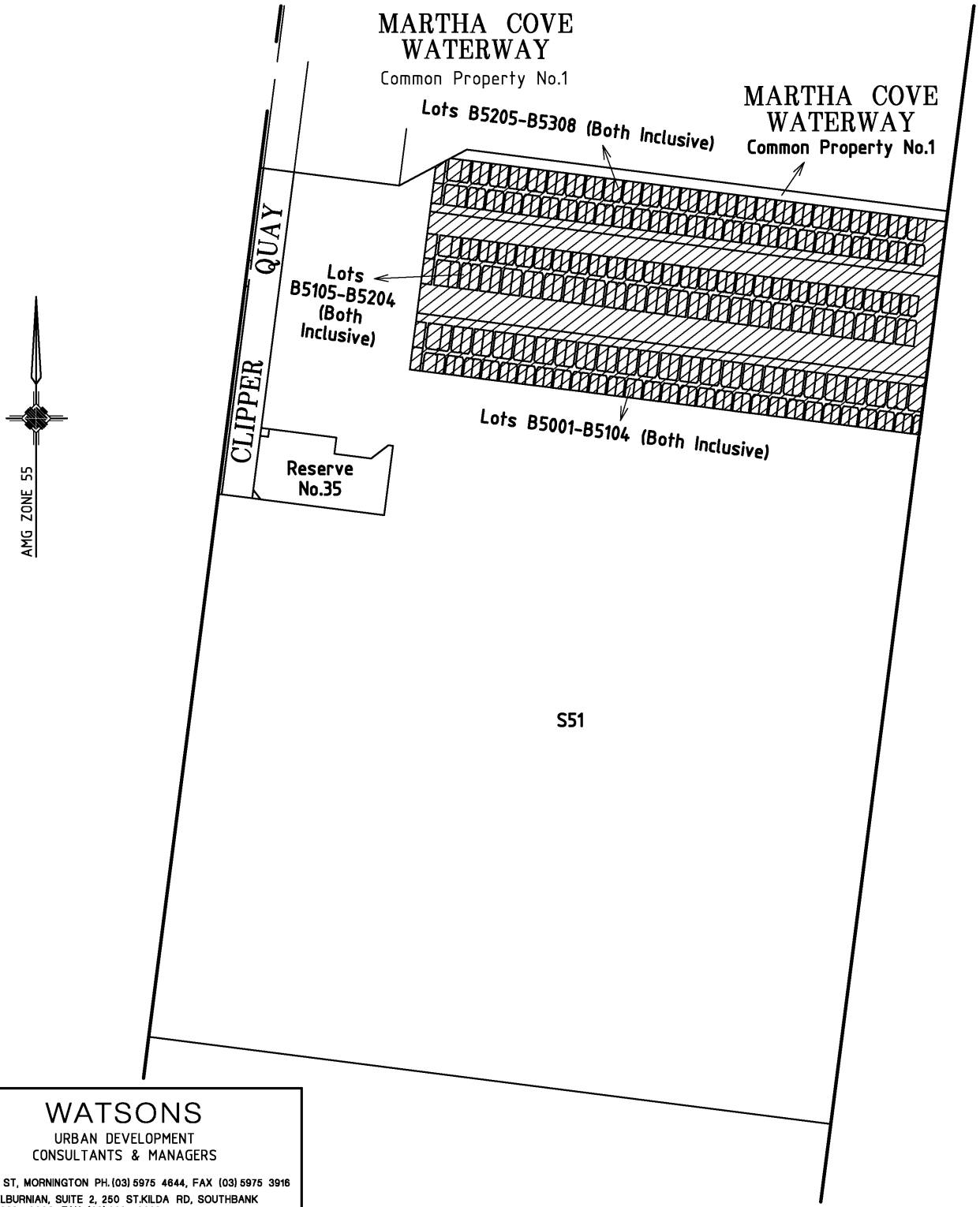
Stage No.

Plan Number
PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 224 & 225).



WATSONS
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ORIGINAL
SCALE 1:2500
SHEET SIZE A3

SCALE
0 25 50 75 100 125
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 02/08/2007
REF 28397/Stg.5/S Lots
VERSION 7

SHEET 233

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988
CREATION OF RESTRICTION "B"

Upon registration of this plan the following restrictions are to be created.

Land to benefit: Reserve No.38

Land to be burdened: Lots S71 to S78 (Both Inclusive) and S80 to S87 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they shall not allow:

1. S71 to S78 (Both Inclusive) and S80 to S87 (Both Inclusive) to be subdivided into more than 2 lots.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION "C"

Land to benefit: Reserve No.38

Land to be burdened: Lots S70 and S79

Description of Restriction:

The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they shall not allow:

1. S70 and S79 to be subdivided into more than 3 lots.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION "D"

Land to benefit: Reserve No.38

Land to be burdened: Lot S69

Description of Restriction:

The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they shall not allow:

1. S69 to be subdivided into more than 11 lots.

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PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
REF 35946/Stg. 5A
DATE 27/11/2007
VERSION 6

.....
DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:27 Page 235 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots 600 to 632 (both inclusive)

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

1.1 must not use the Land for any purpose other than for use as a residence;

1.2 must not construct any more than one residence on the Land;

1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision;

1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

1.6 must not fail to comply with any order, notice or direction of the Council;

1.7 must not live on the Land prior to completion of construction of the residence;

1.8 must not subdivide the Land to create additional lots;

1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate;

1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

1.14 must not remove any living trees, shrubs, bushes or other vegetation from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

1.17 must not use the Land shown hatched on sheets 233 - 235 for any purpose other than for use as a berth for a vessel;

1.18 must not allow any more than one berth on the Land shown hatched on sheets 233 - 235

1.19 must not construct or permit to be constructed on the land shown hatched on sheets 233 - 235 any structure comprising part of a berth that does not comply with the Design Guidelines;

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LICENSED SURVEYOR (PRINT)	MICHAEL NEYLAN DEGG		
SIGNATURE	DATE 21/07/2006	DATE / /20	
REF 28397/Stg. 7A	VERSION 10	COUNCIL DELEGATE SIGNATURE	
		ORIGINAL SHEET SIZE A3	

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created. (continued from sheet 228)

Land to benefit: Land in this plan

Land to be burdened: Lots 600 to 632 (both inclusive)

Description of Restriction:

1.20 must not use the Land shown hatched on sheets 233 - 235 as a Berth unless holding a current Berth Lot Agreement entered into between the registered proprietor of the Lot and the applicable Body Corporate;

1.21 must not allow any vessel to be berthed at the Land shown hatched on sheets 233 - 235 unless the operator of the vessel has executed a licence in the form approved by Council under the section 173 Agreement;

1.22 must not restrict access to the applicable Body Corporate for the purpose of undertaking maintenance, repairs and replacement to the Body Corporate Infrastructure.

2. In this covenant, "Body Corporate", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the Section 173 Agreement, Dealing No. AD 703063J between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

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LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE .....

DATE 21/07/2006

REF 28397/Stg. 7A

VERSION 10

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DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

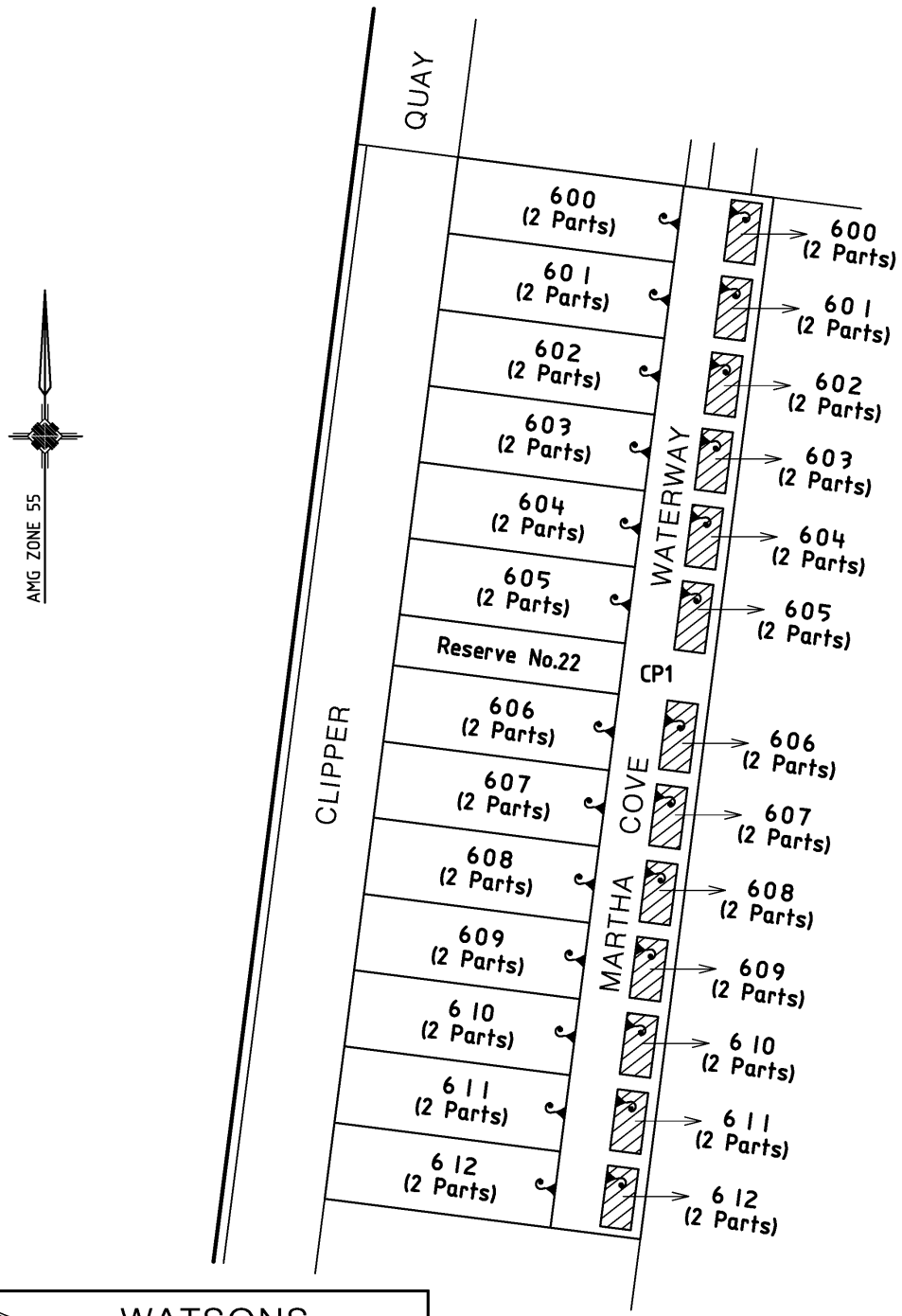
Plan Number

PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 231 & 232).



WATSONS
URBAN DEVELOPMENT
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ORIGINAL SCALE 1:1000 | SHEET SIZE A3

SCALE
0 10 20 30 40 50
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
DATE 21/07/2006
REF 28397/Stg.7A
VERSION 10

SHEET 237

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DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

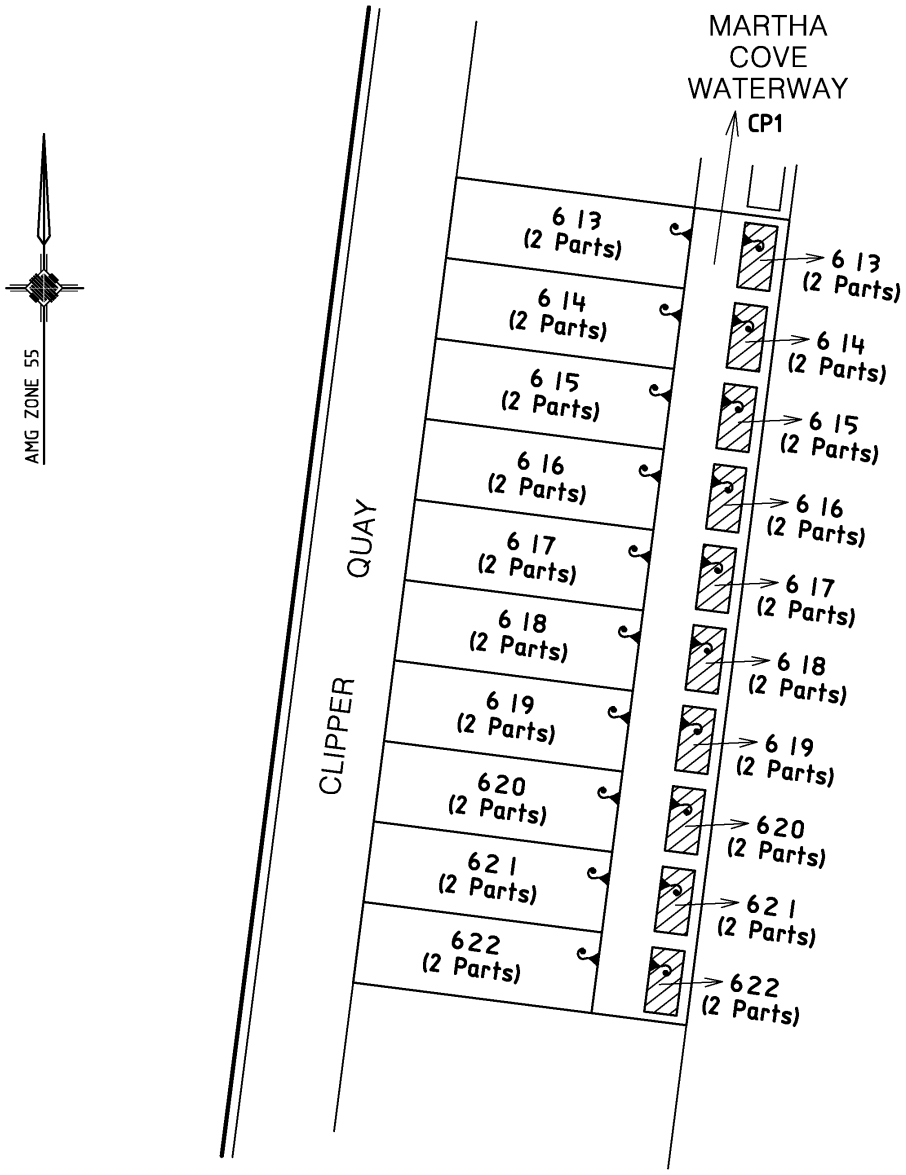
Plan Number

PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 231 & 232).



WATSONS
URBAN DEVELOPMENT
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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE 1:1000 | SHEET SIZE A3

SCALE
0 10 20 30 40 50
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE .....
REF 28397/Stg. 7B
DATE 26/7/2006
VERSION 7

SHEET 238

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DATE / /20
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

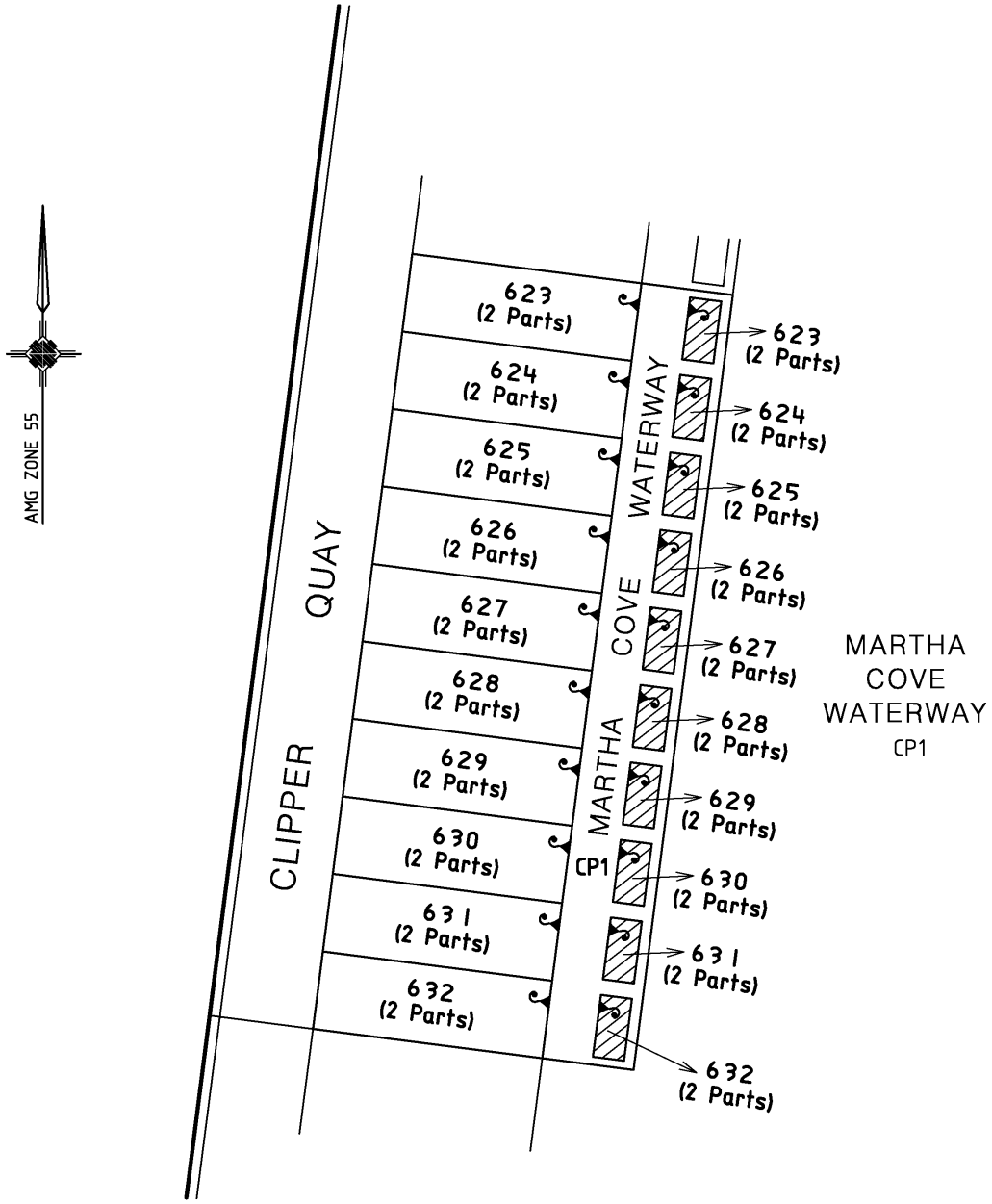
Plan Number

PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 231 & 232).



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PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE 1:1000 | SHEET SIZE A3

SCALE

0 10 20 30 40 50

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE .....

DATE 30/03/2007

REF 28397/Stg.7C

VERSION 10

SHEET 239

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DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots 703 to 732 (Both Inclusive)

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

1.1 must not use the Land for any purpose other than for use as a residence;

1.2 must not construct any more than one residence on the Land;

1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision;

1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

1.6 must not fail to comply with any order, notice or direction of the Council;

1.7 must not live on the Land prior to completion of construction of the residence;

1.8 must not subdivide the Land to create additional lots;

1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate;

1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

1.14 must not remove any living trees, shrubs, bushes or other vegetation from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

1.17 must not use the Land shown hatched on sheet 238 for any purpose other than for use as a berth for a vessel;

1.18 must not allow any more than one berth on the Land shown hatched on sheet 238;

1.19 must not construct or permit to be constructed on the land shown hatched on sheet 238 any structure comprising part of a berth that does not comply with the Design Guidelines;

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SIGNATURE .....

DATE 26/07/2006

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COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:29 Page 241 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created. (continued from sheet 236)

Land to benefit: Land in this plan

Land to be burdened: Lots 703 to 732 (Both Inclusive)

Description of Restriction:

1.20 must not use the Land shown hatched on sheet 238 as a Berth unless holding a current Berth Lot Agreement entered into between the registered proprietor of the Lot and the applicable Body Corporate;

1.21 must not allow any vessel to be berthed at the Land shown hatched on sheet 238 unless the operator of the vessel has executed a licence in the form approved by Council under the section 173 Agreement;

1.22 must not restrict access to the applicable Body Corporate for the purpose of undertaking maintenance, repairs and replacement to the Body Corporate Infrastructure.

2. In this covenant, "Body Corporate", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement, Dealing No. AD 703063J dated 30 April 2003 between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

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PH.(03) 9697 8000, FAX (03) 9697 8099

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SIGNATURE .....

DATE 26/07/2006

REF 28397/Stg.4CB

VERSION 8

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DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

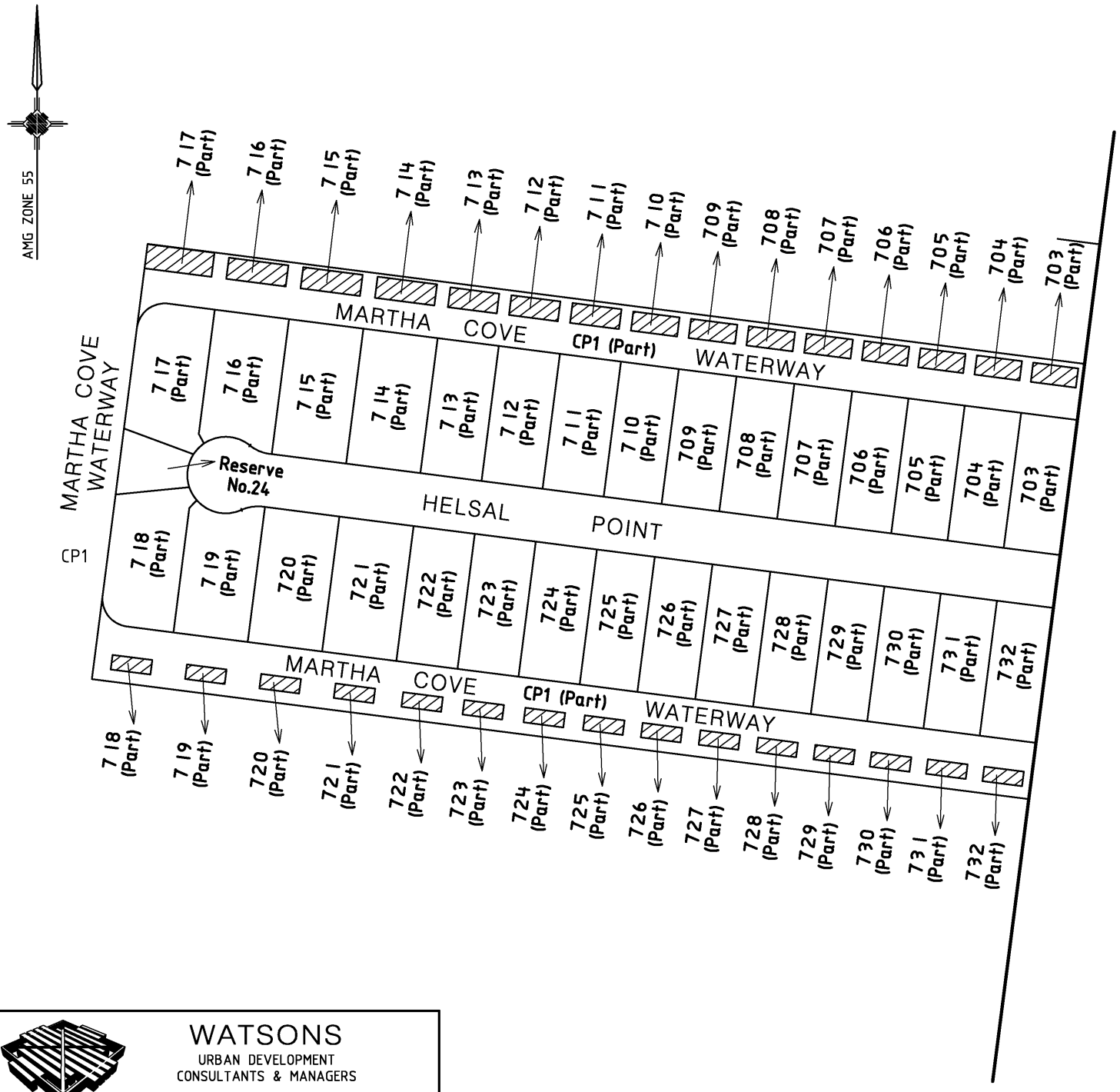
Plan Number

PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 236 - 237).



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
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ORIGINAL SCALE 1 : 1250 | SHEET SIZE A3

SCALE

0 12.5 25 37.5 50 62.5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE .....

DATE 26/07/2006

REF 28397/Stg.4CB

VERSION 8

SHEET 242

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DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 17/11/2022 15:29 Page 243 of 272

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots 636 to 665 (Both Inclusive) and 673 to 702 (Both Inclusive)

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

1.1 must not use the Land for any purpose other than for use as a residence;

1.2 must not construct any more than one residence on the Land;

1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision;

1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

1.6 must not fail to comply with any order, notice or direction of the Council;

1.7 must not live on the Land prior to completion of construction of the residence;

1.8 must not subdivide the Land to create additional lots;

1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate;

1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

1.14 must not remove any living trees, shrubs, bushes or other vegetation from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

1.17 must not use the Land shown hatched on sheets 241 - 242 for any purpose other than for use as a berth for a vessel;

1.18 must not allow any more than one berth on the Land shown hatched on sheets 241 - 242;

1.19 must not construct or permit to be constructed on the land shown hatched on sheets 241 - 242 any structure comprising part of a berth that does not comply with the Design Guidelines;

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 28397 VERSION

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created. (continued from sheet 239)

Land to benefit: Land in this plan

Land to be burdened: Lots 636 to 665 (Both Inclusive) and 673 to 702 (Both Inclusive)

Description of Restriction:

1.20 must not use the Land shown hatched on sheets 241 - 242 as a Berth unless holding a current Berth Lot Agreement entered into between the registered proprietor of the Lot and the applicable Body Corporate;

1.21 must not allow any vessel to be berthed at the Land shown hatched on sheets 241 - 242 unless the operator of the vessel has executed a licence in the form approved by Council under the section 173 Agreement;

1.22 must not restrict access to the applicable Body Corporate for the purpose of undertaking maintenance, repairs and replacement to the Body Corporate Infrastructure.

2. In this covenant, "Body Corporate", "Council", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement dated 30 April 2003 between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 28397 VERSION

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

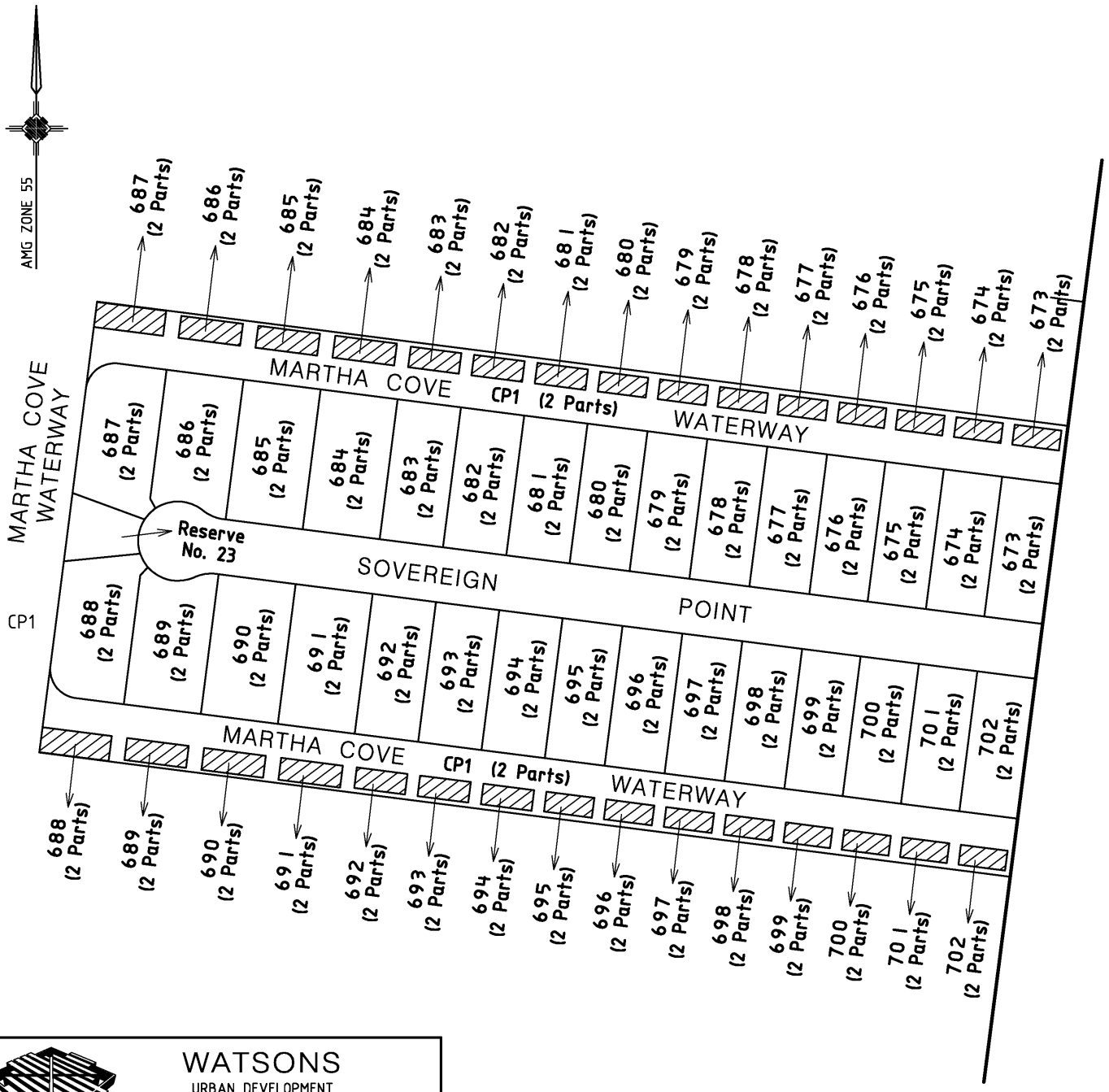
Plan Number

PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 240 - 241).



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
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PH. (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SHEET SIZE A3

SCALE 1 : 1250

SCALE 0 12.5 25 37.5 50 62.5 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 28397 VERSION

SHEET 245

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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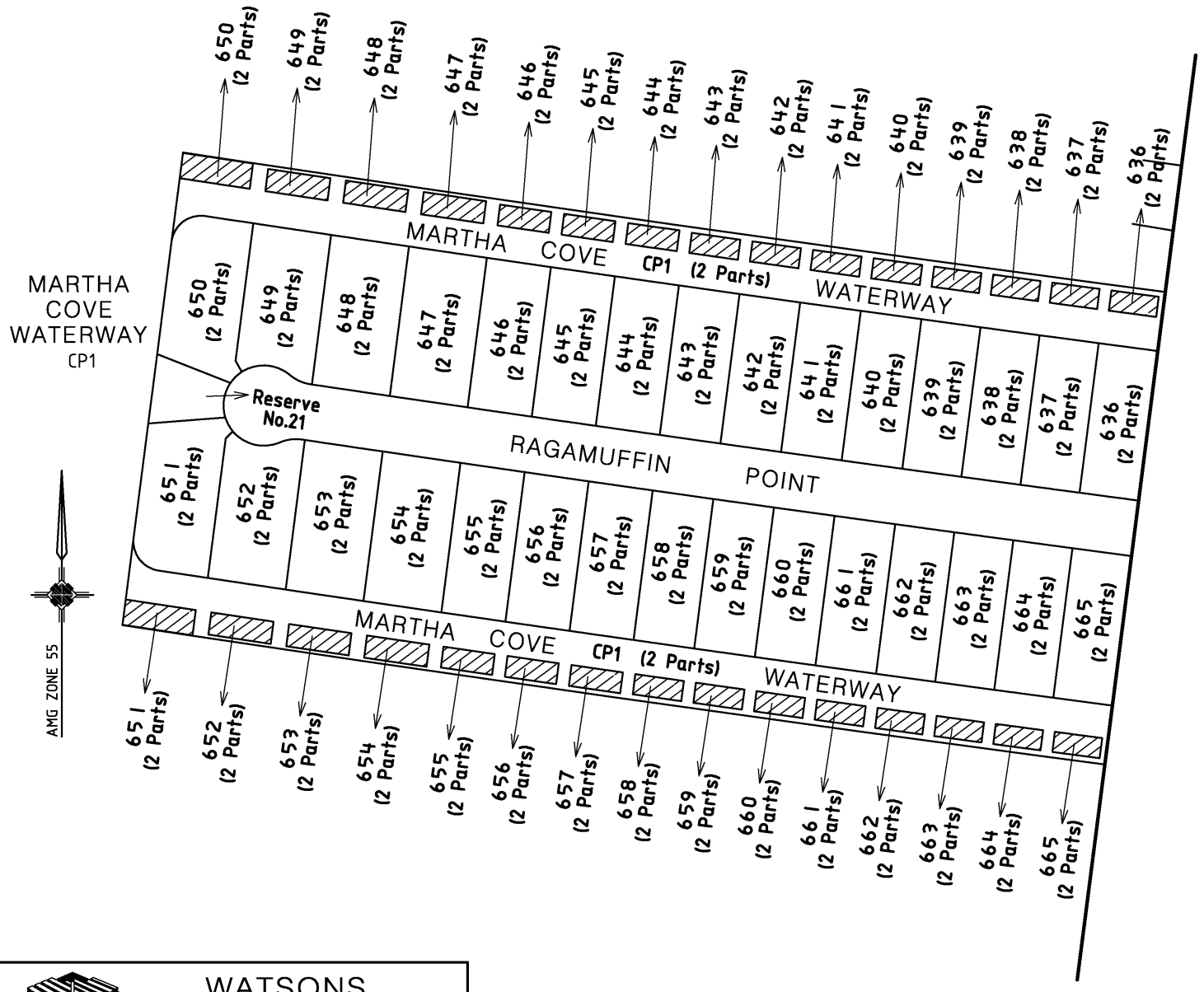
PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 435310J

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 239 - 240).



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH. (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SHEET SIZE A3
SCALE 1 : 1250

SCALE
0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE
SIGNATURE DIGITALLY SIGNED DATE
REF 28397 VERSION

SHEET 246

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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Plan Number
PS 435310J

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots B5001 to B5308 (both inclusive)

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:
   - 1.1 must not use the Land for any purpose other than for use as a berth for a vessel;
   - 1.2 must not allow any more than one berth on the Land;
   - 1.3 must not subdivide the Land;
   - 1.4 must not use the Land as a Berth unless holding a current Berth Lot Agreement entered into between the registered proprietor of the Lot and the applicable Body Corporate/Owners Corporation;
   - 1.5 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee.
2. In this covenant, "section 173 Agreement" means the agreement dated 30 April 2003 between Mornington Peninsula Shire Council and Marina Cove Pty Ltd pursuant to section 173 of the Planning & Environment Act 1987 that encumbers the Land and "Council", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement.

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URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

DIGITALLY SIGNED BY LICENSED SURVEYOR
MICHAEL NEYLAN DEGG
REF 36507 VERSION

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots 783 to 796 (Both Inclusive), 799 to 834 (Both Inclusive), 837 to 871 (Both Inclusive), 901 to 952 (Both Inclusive), 1001 to 1053 (Both Inclusive) and 2001 to 2131 (Both Inclusive).

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

1.1 must not use the Land for any purpose other than for use as a residence;

1.2 must not construct any more than one residence on the Land;

1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision;

1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

1.6 must not fail to comply with any order, notice or direction of the Council;

1.7 must not live on the Land prior to completion of construction of the residence;

1.8 must not subdivide the Land to create additional lots;

1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate/Owners Corporation;

1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

1.14 must not remove any living trees, shrubs, bushes or other vegetation from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT)	MICHAEL NEYLAN DEGG	
SIGNATURE	DATE	DATE / /20
REF 35946	VERSION	COUNCIL DELEGATE SIGNATURE
		ORIGINAL SHEET SIZE A3

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheet 241)

Land to benefit: Land in this plan

Land to be burdened: Lots 783 to 796 (Both Inclusive), 799 to 834 (Both Inclusive), 837 to 871 (Both Inclusive), 901 to 952 (Both Inclusive), 1001 to 1053 (Both Inclusive) and 2001 to 2131 (Both Inclusive).

Description of Restriction:

2. In this covenant, "Body Corporate", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement, Dealing No. AD 703063J between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.
3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.
4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

SHEET 249

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE ..... DATE

REF 35946 VERSION

..... DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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Plan Number
PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land in this plan

Land to be burdened: Lots 1101 to 1131 (both inclusive)

Description of Restriction:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

1.1 must not use the Land for any purpose other than for use as a residence;

1.2 must not construct any more than one residence on the Land;

1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision;

1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land;

1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

1.6 must not fail to comply with any order, notice or direction of the Council;

1.7 must not live on the Land prior to completion of construction of the residence;

1.8 must not subdivide the Land to create additional lots;

1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate;

1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

1.14 must not remove any living trees, shrubs, bushes or other vegetation from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

1.17 must not use the Land shown hatched on sheets 248-252 for any purpose other than for use as a berth for a vessel;

1.18 must not allow any more than one berth on the Land shown hatched on sheets 248-252

1.19 must not construct or permit to be constructed on the land shown hatched on sheets 248-252 any structure comprising part of a berth that does not comply with the Design Guidelines;

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URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

KEVIN CHARLES WALSH, VERSION

ORIGINAL SHEET SIZE A3

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Plan Number
PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created. (continued from sheet 246)

Land to benefit: Land in this plan

Land to be burdened: Lots 1101 to 1131 (both inclusive)

Description of Restriction:

1.20 must not use the Land shown hatched on sheets 248-252 as a Berth unless holding a current Berth Lot Agreement entered into between the registered proprietor of the Lot and the applicable Body Corporate;

1.21 must not allow any vessel to be berthed at the Land shown hatched on sheets 248-252 unless the operator of the vessel has executed a licence in the form approved by Council under the section 173 Agreement;

1.22 must not restrict access to the applicable Body Corporate for the purpose of undertaking maintenance, repairs and replacement to the Body Corporate Infrastructure.

2. In this covenant, "Body Corporate", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the Section 173 Agreement, Dealing No. AD 703063J between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

KEVIN CHARLES WALSH, VERSION

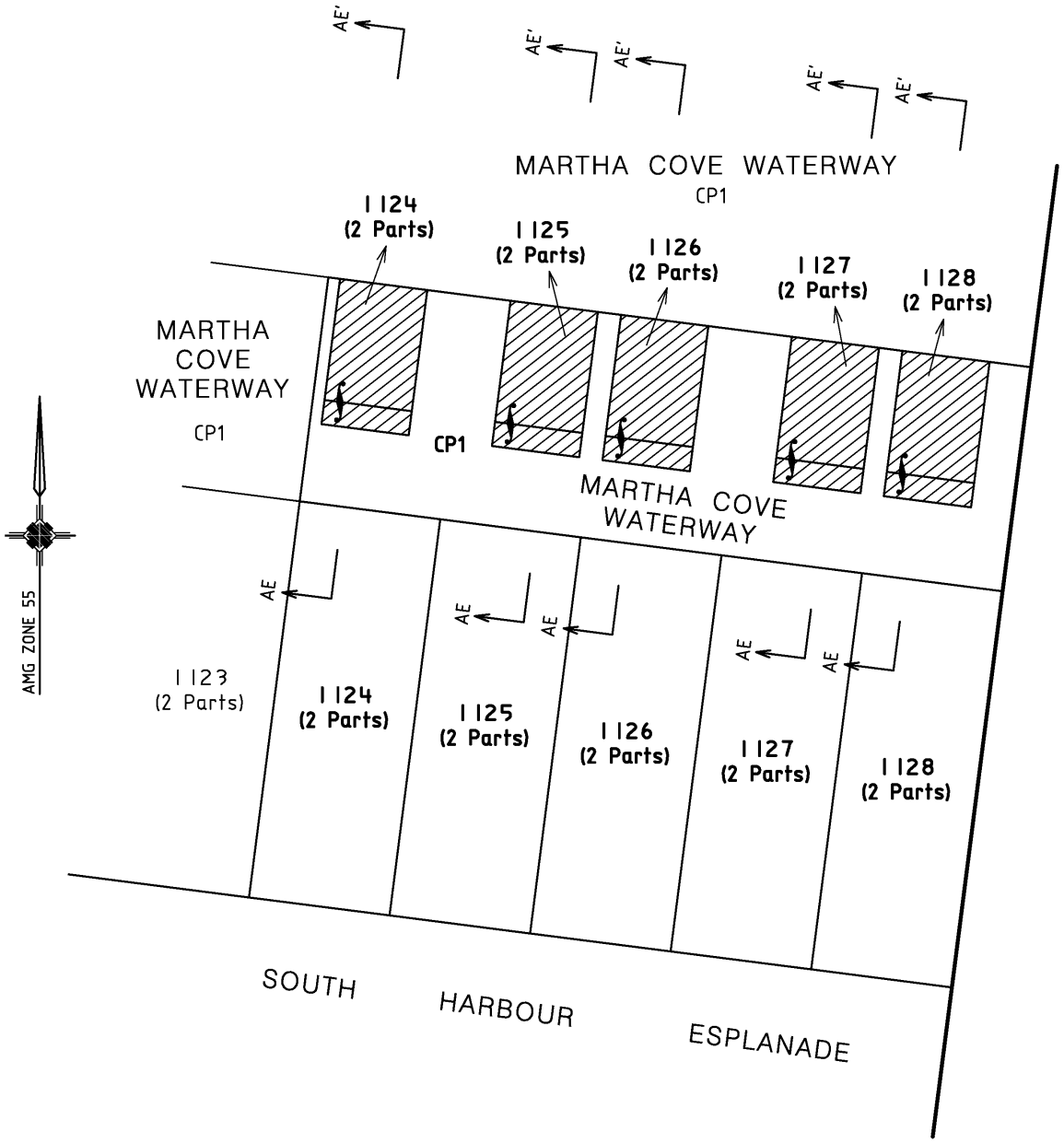
ORIGINAL SHEET SIZE A3

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Plan Number
PS 435310J

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 247-248).



Note
Typical Section AE-AE' is on Sheet 173

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 252
	KEVIN CHARLES WALSH, VERSION			

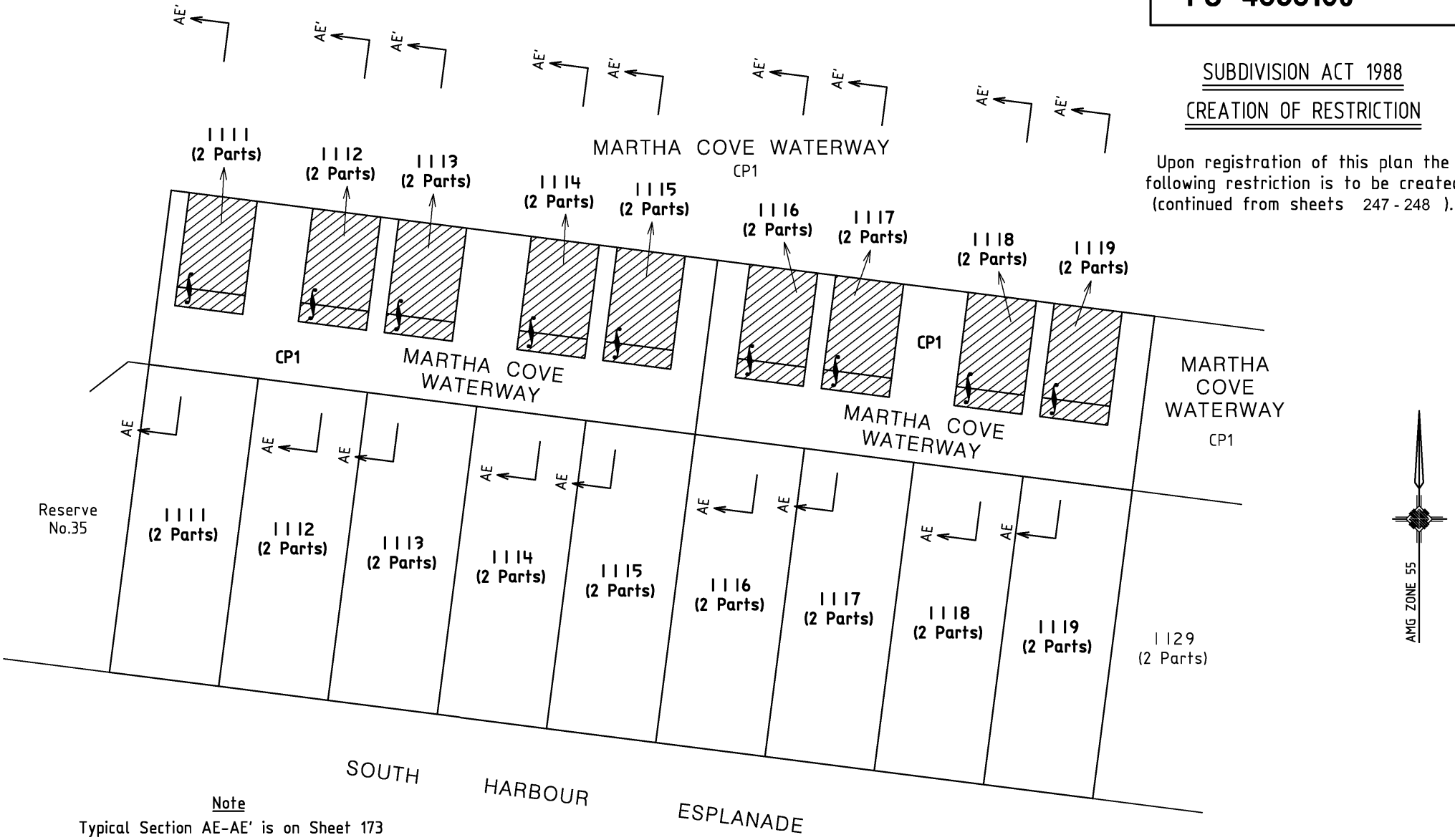
Plan Number

PS 435310J

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 247 - 248).



Note

Typical Section AE-AE' is on Sheet 173

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 253

KEVIN CHARLES WALSH, VERSION

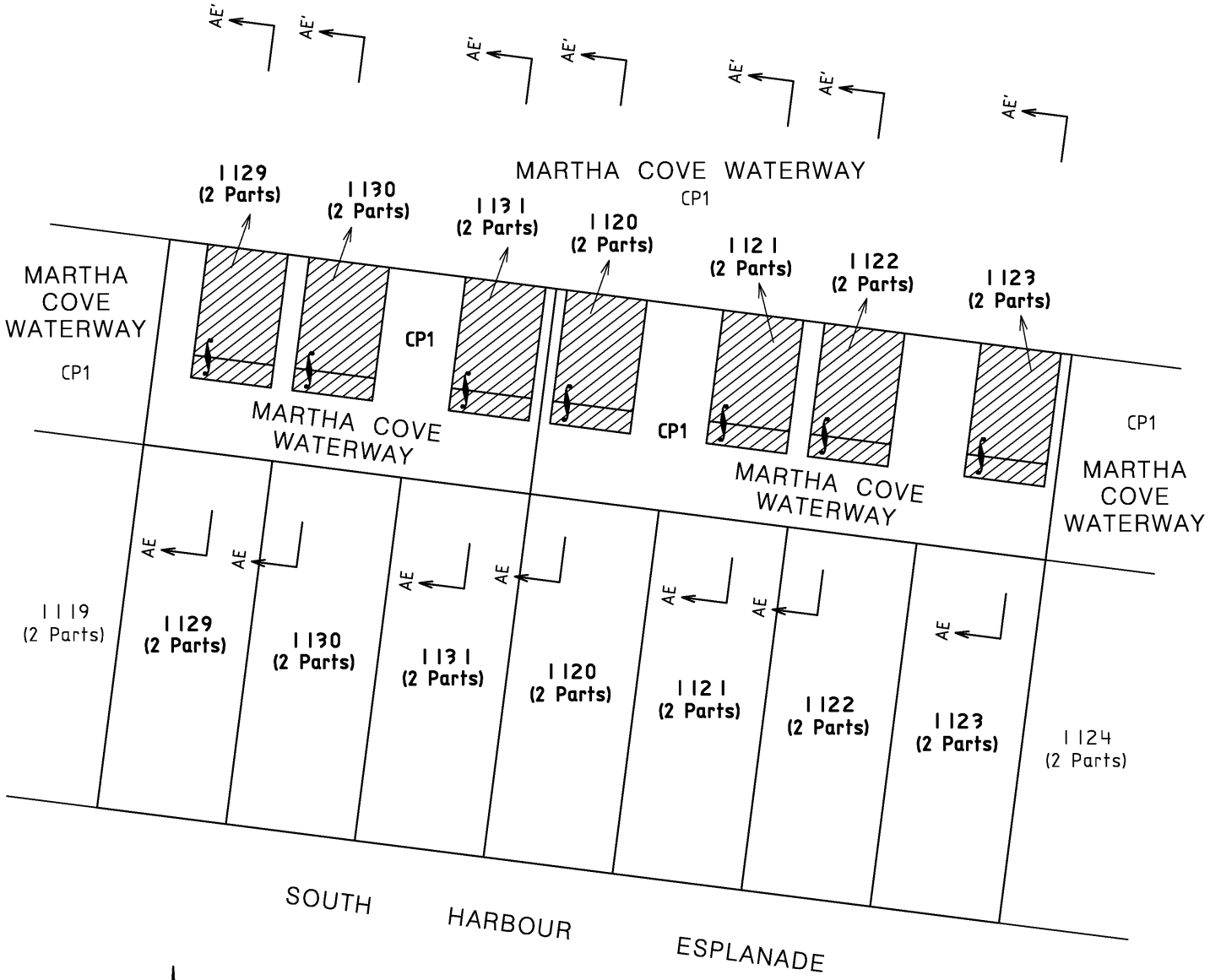
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Plan Number
PS 435310J

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 247-248).





Note
Typical Section AE-AE' is on Sheet 173

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

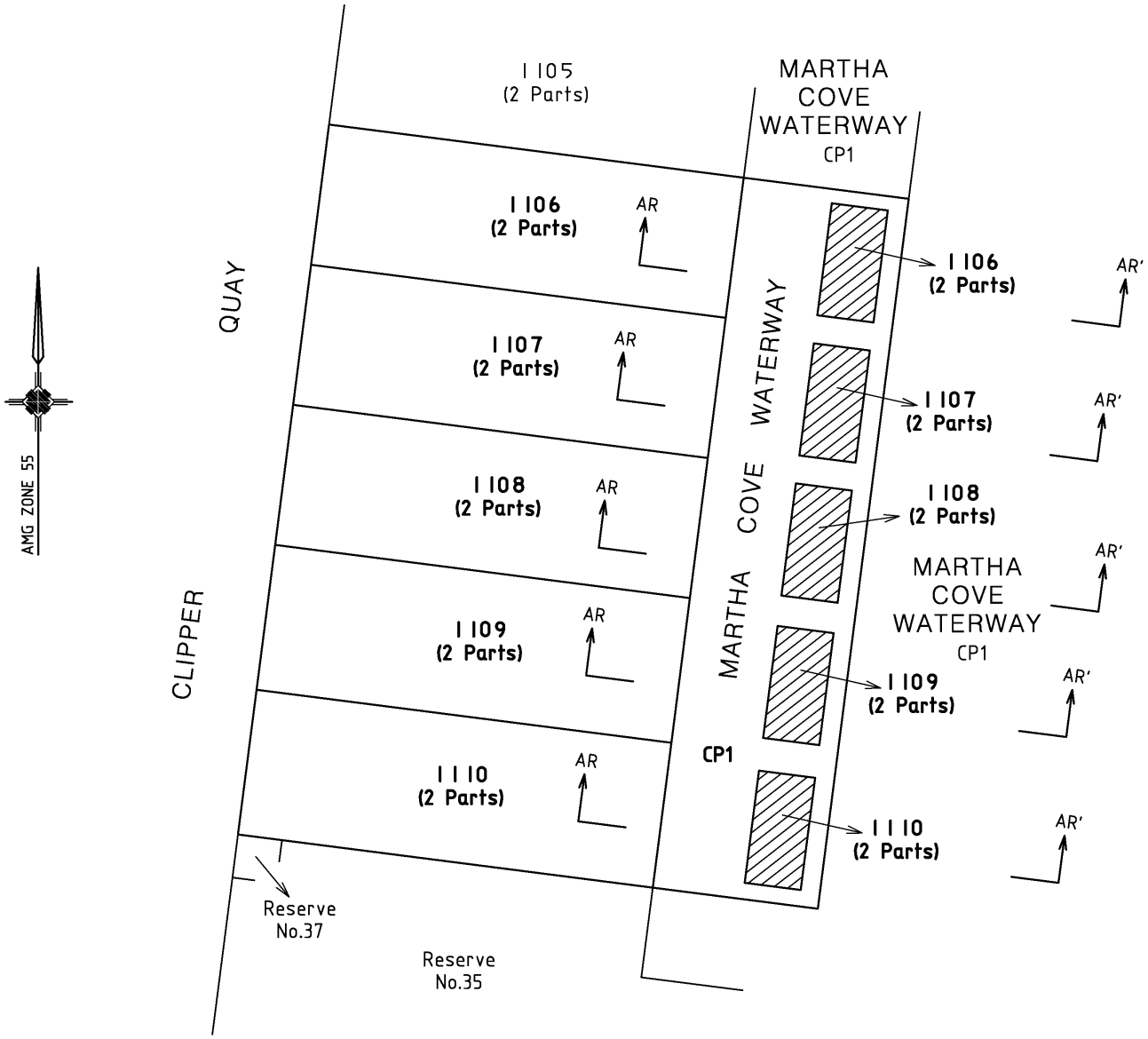
SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 254
KEVIN CHARLES WALSH, VERSION			

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Plan Number
PS 435310J

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 247 - 248).



Note
Typical Section AR-AR' is on Sheet 181

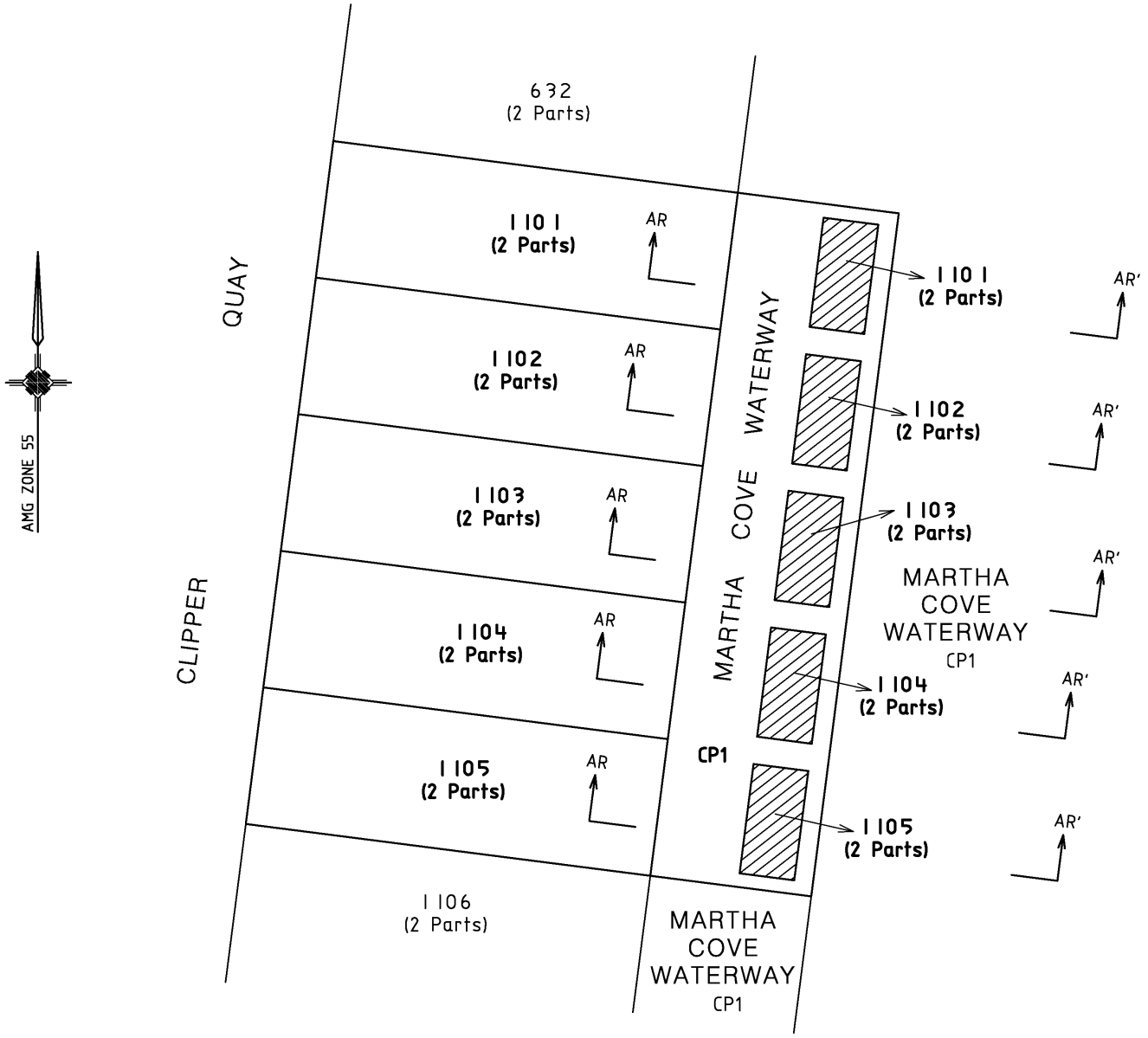
WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 255
	KEVIN CHARLES WALSH, VERSION		

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Plan Number
PS 435310J

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created (continued from sheets 247-248).



Note
Typical Section AR-AR' is on Sheet 181

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 256
KEVIN CHARLES WALSH, VERSION			

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Plan Number

PS 435310J

APPENDIX - BERTH AREA SCHEDULE

This schedule lists the areas of lots in two parts, where they are not already shown on the plan.
All areas are in square metres.

Lot	Stage	Land Area	Berth Area	Total Area
574	8	938	91	1029
575	8	938	91	1029
576	8	938	91	1029
577	8	938	91	1029
578	8	938	91	1029
579	8	1200	116	1316
580	8	1200	116	1316
581	8	1200	116	1316
582	8	1300	126	1426
583	8	1500	146	1646
584	8	1600	240	1840
585	8	1000	110	1110
586	8	959	97	1056
587	8	1006	97	1103
588	8	1006	97	1103
589	8	827	80	907
590	8	827	80	907
591	8	827	80	907
592	8	782	76	858
593	8	782	76	858
594	8	782	76	858
595	8	782	76	858
596	8	764	74	838
597	8	764	74	838
598	8	764	74	838
599	8	764	74	838
600	11	666	72	738
601	11	666	72	738
602	11	666	72	738
603	11	666	72	738
604	11	666	72	738
605	11	666	81	747
606	11	666	81	747
607	11	666	72	738
608	11	666	72	738
609	11	666	72	738
610	11	666	72	738
611	11	666	72	738
612	11	666	72	738
613	13	666	72	738
614	13	666	72	738
615	13	666	72	738
616	13	666	72	738
617	13	666	72	738
618	13	666	72	738
619	13	666	72	738
620	13	666	72	738
621	13	666	72	738
622	13	666	72	738
623	15	666	72	738
624	15	666	72	738
625	15	666	72	738
626	15	666	72	738
627	15	666	72	738
628	15	666	72	738
629	15	666	72	738
630	15	666	72	738
631	15	666	72	738
632	15	666	72	738
636	98	735	79	814
637	98	735	79	814
638	98	735	79	814
639	98	735	79	814
640	98	755	81	836

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644,
FAX (03) 5975 3916
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE
PH. (03) 9860 0300

ORIGINAL SHEET SIZE A3

SHEET 257

KEVIN CHARLES WALSH, VERSION

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Plan Number
PS 435310J

APPENDIX - BERTH AREA SCHEDULE

This schedule lists the areas of lots in two parts, where they are not already shown on the plan.
(continued from Sheet 249)
All areas are in square metres.

Lot	Stage	Land Area	Berth Area	Total Area
641	98	755	81	836
642	98	755	81	836
643	98	755	81	836
644	98	798	89	887
645	98	798	89	887
646	98	798	89	887
647	98	971	115	1086
648	98	971	115	1086
649	98	926	115	1041
650	98	973	148	1121
651	98	973	148	1121
652	98	927	115	1042
653	98	971	115	1086
654	98	971	115	1086
655	98	798	89	887
656	98	798	89	887
657	98	798	89	887
658	98	755	81	836
659	98	755	81	836
660	98	755	81	836
661	98	755	81	836
662	98	735	79	814
663	98	735	79	814
664	98	735	79	814
665	98	735	79	814
666	6	699	132	831
667	6	670	126	796
668	6	670	126	796
669A	6	1340	252	1592
671	6	670	126	796
672	6	670	126	796
673	99	697	79	776
674	99	697	79	776
675	99	697	79	776
676	99	697	79	776
677	99	716	81	797
678	99	716	81	797
679	99	716	81	797
680	99	716	81	797
681	99	756	89	845
682	99	756	89	845
683	99	756	89	845
684	99	920	115	1035
685	99	920	115	1035
686	99	875	115	990
687	99	922	148	1070
688	99	922	148	1070
689	99	875	115	990
690	99	920	115	1035
691	99	920	115	1035
692	99	756	89	845
693	99	756	89	845
694	99	756	89	845
695	99	716	81	797
696	99	716	81	797
697	99	716	81	797
698	99	716	81	797
699	99	697	79	776
700	99	697	79	776
701	99	697	79	776
702	99	697	79	776
703	16	697	79	776

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KEVIN CHARLES WALSH, VERSION

ORIGINAL SHEET SIZE A3

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Plan Number
PS 435310J

APPENDIX - BERTH AREA SCHEDULE

This schedule lists the areas of lots in two parts, where they are not already shown on the plan.
(continued from Sheets 250 & 251)
All areas are in square metres.

Lot	Stage	Land Area	Berth Area	Total Area
704	16	697	79	776
705	16	697	79	776
706	16	697	79	776
707	16	716	81	797
708	16	716	81	797
709	16	716	81	797
710	16	716	81	797
711	16	756	89	845
712	16	756	89	845
713	16	756	89	845
714	16	920	115	1035
715	16	920	115	1035
716	16	875	115	990
717	16	922	148	1070
718	16	922		922
719	16	875		875
720	16	920		920
721	16	920		920
722	16	756		756
723	16	756		756
724	16	756		756
725	16	716		716
726	16	716		716
727	16	716		716
728	16	716		716
729	16	697		697
730	16	697		697
731	16	697		697
732	16	697		697
1101	87	666	72	738
1102	87	666	72	738
1103	87	666	72	738
1104	87	666	72	738
1105	87	666	72	738
1106	86	666	72	738
1107	86	666	72	738
1108	86	666	72	738
1109	86	688	72	760
1110	86	688	72	760
1111	85	593		593
1112	85	593		593
1113	85	593		593
1114	85	593		593
1115	85	593		593
1116	84	593		593
1117	84	593		593
1118	84	593		593
1119	84	593		593
1120	83	593		593
1121	83	593		593
1122	83	593		593
1123	83	593		593
1124	82	593		593
1125	82	593		593
1126	82	593		593
1127	82	593		593
1128	82	593		593
1129	88	593		593
1130	88	593		593
1131	88	593		593

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KEVIN CHARLES WALSH, VERSION

ORIGINAL SHEET SIZE A3

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CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: Land in this plan

LAND TO BURDEN: Lots 3001 to 3006 (both inclusive).

DESCRIPTION OF RESTRICTION:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

   1.1 must not use the land for any purpose other than for use as a residence;

   1.2 must not construct any more than one residence on the Land;

   1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision.

   1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land.

   1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

   1.6 must not fail to comply with any order, notice or direction of the Council;

   1.7 must not live on the Land prior to completion of construction of the residence;

   1.8 must not subdivide the Land to create additional lots;

   1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

   1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

   1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

   1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate/Owners Corporation;

   1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

   1.14 must not remove any living trees, shrubs, bushes or other vegetaion from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

   1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

   1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

2. In this covenant, "Body Corporate", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement, Dealing No. AD 703063J between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

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Digitally signed by: Michael Neylan Degg, Licensed Surveyor,
Surveyor's Plan Version (7),
06/02/2020, SPEAR Ref: S114970T

Digitally signed by:
Mornington Peninsula Shire Council,
06/02/2020,
SPEAR Ref: S114970T

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CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: Land in this plan

LAND TO BURDEN: Lots 3007 to 3018 (both inclusive).
Lots 3019 to 3030 (both inclusive).

DESCRIPTION OF RESTRICTION:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

   1.1 must not use the land for any purpose other than for use as a residence;

   1.2 must not construct any more than one residence on the Land;

   1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision.

   1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land.

   1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

   1.6 must not fail to comply with any order, notice or direction of the Council;

   1.7 must not live on the Land prior to completion of construction of the residence;

   1.8 must not subdivide the Land to create additional lots;

   1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

   1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

   1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

   1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate/Owners Corporation;

   1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

   1.14 must not remove any living trees, shrubs, bushes or other vegetaion from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

   1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

   1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

2. In this covenant, "Body Corporate", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement, Dealing No. AD 703063J between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

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Surveyor's Plan Version (2),
24/07/2020, SPEAR Ref: S150501P

Digitally signed by:
Mornington Peninsula Shire Council,
27/07/2020,
SPEAR Ref: S150501P

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CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: Land in this plan

LAND TO BURDEN: Lots 3043 to 3050 (both inclusive).

DESCRIPTION OF RESTRICTION:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

   1.1 must not use the land for any purpose other than for use as a residence;

   1.2 must not construct any more than one residence on the Land;

   1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision.

   1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land.

   1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

   1.6 must not fail to comply with any order, notice or direction of the Council;

   1.7 must not live on the Land prior to completion of construction of the residence;

   1.8 must not subdivide the Land to create additional lots;

   1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

   1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

   1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

   1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate/Owners Corporation;

   1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

   1.14 must not remove any living trees, shrubs, bushes or other vegetaion from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

   1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

   1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

2. In this covenant, "Body Corporate", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement, Dealing No. AD 703063J between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

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18/08/2020, SPEAR Ref: S140086V

Digitally signed by:
Mornington Peninsula Shire Council,
11/09/2020,
SPEAR Ref: S140086V

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CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: Land in this plan

LAND TO BURDEN: Lots 3051 to 3057 (both inclusive).

DESCRIPTION OF RESTRICTION:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

   1.1 must not use the land for any purpose other than for use as a residence;

   1.2 must not construct any more than one residence on the Land;

   1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision.

   1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land.

   1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

   1.6 must not fail to comply with any order, notice or direction of the Council;

   1.7 must not live on the Land prior to completion of construction of the residence;

   1.8 must not subdivide the Land to create additional lots;

   1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

   1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

   1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

   1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate/Owners Corporation;

   1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

   1.14 must not remove any living trees, shrubs, bushes or other vegetaion from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

   1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

   1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

2. In this covenant, "Body Corporate", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement, Dealing No. AD 703063J between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

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03/09/2020, SPEAR Ref: S140089H

Digitally signed by:
Mornington Peninsula Shire Council,
08/09/2020,
SPEAR Ref: S140089H

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CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: Land in this plan

LAND TO BURDEN: Lots 3031 to 3038 (both inclusive).

DESCRIPTION OF RESTRICTION:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

   1.1 must not use the land for any purpose other than for use as a residence;

   1.2 must not construct any more than one residence on the Land;

   1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision.

   1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land.

   1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

   1.6 must not fail to comply with any order, notice or direction of the Council;

   1.7 must not live on the Land prior to completion of construction of the residence;

   1.8 must not subdivide the Land to create additional lots;

   1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

   1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

   1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

   1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate/Owners Corporation;

   1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

   1.14 must not remove any living trees, shrubs, bushes or other vegetaion from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

   1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

   1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

2. In this covenant, "Body Corporate", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement, Dealing No. AD 703063J between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

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Surveyor's Plan Version (2),
20/11/2020, SPEAR Ref: S150502J

Digitally signed by:
Mornington Peninsula Shire Council,
25/11/2020,
SPEAR Ref: S150502J

Amended by: Michael Neylan Degg, Licensed Surveyor 18/12/2020.

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CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: Land in this plan

LAND TO BURDEN: Lots 3039 to 3042 (both inclusive).

DESCRIPTION OF RESTRICTION:

1. The registered proprietor or proprietors of the lots on this plan of subdivision agree and covenent that they:

   1.1 must not use the land for any purpose other than for use as a residence;

   1.2 must not construct any more than one residence on the Land;

   1.3 must not construct or permit to be constructed a residence or carry out any landscaping or other work that does not comply with the Design Guidelines for residential buildings applicable to this plan of subdivision.

   1.4 must not breach nor cause or permit the breach of any provision of any agreement under section 173 of the Planning & Environment Act 1987 that encumbers the Land.

   1.5 must not breach or cause the breach of the Design Guidelines, the Environment Management Plan (Operations) or (while it remains applicable) the Environment Management Plan (Construction), as they may be amended, modified or varied from time to time;

   1.6 must not fail to comply with any order, notice or direction of the Council;

   1.7 must not live on the Land prior to completion of construction of the residence;

   1.8 must not subdivide the Land to create additional lots;

   1.9 must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailer van, campervan or mobile home;

   1.10 must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage or carport when not in use;

   1.11 must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;

   1.12 must not erect or place any signs on the Land except in places approved by and in accordance with the rules of the applicable Body Corporate/Owners Corporation;

   1.13 must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in accordance with plans and specifications approved by the Design Review Committee;

   1.14 must not remove any living trees, shrubs, bushes or other vegetaion from the Land other than in accordance with the Design Guidelines, without prior written permission of the Design Review Committee;

   1.15 must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to become a fire hazard;

   1.16 must not keep on the Land any noxious weeds and any other weeds (including thistles) which may cause a nuisance or detract from the appearance of the Land.

2. In this covenant, "Body Corporate", "Design Guidelines", "Design Review Committee", "Environment Management Plan (Construction)" and "Environment Management Plan (Operations)" have the same meaning as in the section 173 Agreement, Dealing No. AD 703063J between Mornington Peninsula Shire Council and Marina Cove Pty Ltd that encumbers the Land.

3. If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in the Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

4. For the purposes of this Covenant, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS435310J

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
RES NO. 35		RECTIFICATION	AH175681K	21/4/10	14	KRB
LOT S70	LOT 780, 781 & 782	STAGE PLAN	PS435310J/S19	1/09/2010	15	NR
LOT S78	LOT 797 & 798	STAGE PLAN	PS435310J/S34	1/09/2010	16	NR
LOT S71	LOT 783 & 784	STAGE PLAN	PS435310J/S20	30/11/10	17	ARC
LOT S72	LOT 785 & 786	STAGE PLAN	PS435310J/S21	2/12/10	17	D.R.
LOT S73	LOT 787 & 788	STAGE PLAN	PS435310J/S29	2/12/10	17	D.R.
LOT S74	LOT 789 & 790	STAGE PLAN	PS435310J/S30	2/12/10	17	D.R.
LOT S75	LOT 791 & 792	STAGE PLAN	PS435310J/S31	2/12/10	17	D.R.
LOT S76	LOT 793 & 794	STAGE PLAN	PS435310J/S32	2/12/10	17	D.R.
LOT S77	LOT 795 & 796	STAGE PLAN	PS435310J/S33	2/12/10	17	D.R.
LOT S79	LOT 799 - 801 (B.I)	STAGE PLAN	PS435310J/S35	2/12/10	17	D.R.
LOT S80	LOT 802 & 803	STAGE PLAN	PS435310J/S36	2/12/10	17	D.R.
LOT S81	LOT 804 & 805	STAGE PLAN	PS435310J/S37	2/12/10	17	D.R.
LOT S82	LOT 806 & 807	STAGE PLAN	PS435310J/S38	2/12/10	17	D.R.
LOT S83	LOT 808 & 809	STAGE PLAN	PS435310J/S39	2/12/10	17	D.R.
LOT S29	LOTS 600-612 (B.I.) AND RESERVE NO. 22	STAGE PLAN	PS435310J/S11	9/12/10	18	D.R.
LOT S31	LOTS 613-622 (B.I.)	STAGE PLAN	PS435310J/S13	9/12/10	18	D.R.

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS435310J

MASTER PLAN (STAGE 1) REGISTERED DATE 7/6/05 TIME 5.27pm

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S84	810 & 811	STAGE PLAN	PS435310J/S40	17/6/11	19	HJR
S85	812 & 813	STAGE PLAN	PS435310J/S41	17/6/11	19	HJR
S86	814 & 815	STAGE PLAN	PS435310J/S42	17/6/11	19	HJR
S87	816 & 817	STAGE PLAN	PS435310J/S43	17/6/11	19	HJR
S33	LOTS 623 TO 632 & ADDITIONAL COMMON PROP.	STAGE PLAN	PS435310J/S15	12/10/11	20	GMR
S68	LOTS 826-829, 843 S88-S99 ROAD R17 & RES 42	STAGE PLAN	PS435310J/S46	26/10/11	21	RH
S90	LOTS 818-821, 842	STAGE PLAN	PS435310J/S44	18/11/11	22	PTM
LOTS S96 & S97	LOTS 854 TO 859 (B.I.)	STAGE PLAN	PS435310J/S53	27/3/12	23	D.R.
LOT S92	LOTS 834 TO 836 & 844	STAGE PLAN	PS435310J/S48	5/6/12	24	IRM
LOT S93	LOTS 838 TO 840 & 845	STAGE PLAN	PS435310J/S49	5/6/12	24	IRM
LOT S34	LOTS 703 TO 732 RES. 24 & ROAD R13	STAGE PLAN	PS435310J/S16	9/6/12	25	RH
LOT S91	LOTS 830 TO 833 (B.I.)	STAGE PLAN	PS435310J/S47	27/7/12	26	LW
LOT S89	LOTS 822 TO 825 (B.I.)	STAGE PLAN	PS435310J/S45	13/08/12	27	LW
LOT S98 & S99	LOTS 860-867 (B.I), ROAD R18 & ADDITIONAL COMMON PROPERTY No.1	STAGE PLAN	PS435310J/S54	10/5/13	28	M.J.R
LOTS67	LOTS 1001 TO 1009 ROAD R24 & RESREVE 44	STAGE PLAN	PS435310J/S70	24/12/13	29	IRM
LOT S25	LOT S57, RES 39 & ROAD R21	STAGE PLAN	PS435310J/S97	11/2/14	30	SB
LOT S32	LOTS 673 TO 702, ROAD R12, RES 23 & ADDITIONAL CP No.1	STAGE PLAN	PS435310J/S99	6/03/14	31	M.M.C.

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS435310J

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S52	LOTS B5001 TO B5104, LOT S150 AND ADDITIONAL COMMON PROPERTY NO.1	STAGE PLAN	PS435310J/S26	16/07/14	32	ARC
LOT S94	LOTS 837,846 TO 849	STAGE PLAN	PS435310J/S51	20/08/14	33	GMR
LOT S95	LOTS 841, 850 TO 853	STAGE PLAN	PS435310J/S52	20/08/14	33	GMR
LOTS 835 & 836	LOTS 868 TO 871	AMENDMENT SECTION 32 & VARIATION OF RESTRICTION	PS435310J/D2	26/09/14	34	JK
LOT S88	LOTS 917 TO 921, S100 S101, S130, S103, S104 S105, S106, ROAD R19 & ADDITIONAL CP No 1	STAGE PLAN	PS435310J/S55	3/10/14	35	SB
LOT S105	LOTS 922 TO 926 & ADDITIONAL CP No 1	STAGE PLAN	PS435310J/S60	3/10/14	35	SB
LOT S106	LOTS 940 TO 944 S107, S108 & S109	STAGE PLAN	PS435310J/S61	3/10/14	35	SB
LOT S108	LOTS 927 TO 931	STAGE PLAN	PS435310J/S62	3/10/14	35	SB
LOT S150	LOTS B5205 TO B5308, S151 & ADDITIONAL CP1	STAGE PLAN	PS435310J/S28	5/11/14	36	LJW
LOT S107	LOTS S110, 945 TO 948	STAGE PLAN	PS435310J/S64	17/02/15	37	BAV
LOT S110	LOTS 949 TO 952	STAGE PLAN	PS435310J/S65	17/02/15	37	BAV
LOT S109	LOTS 932 TO 939, ROAD R-20 & ADDITIONAL CP NO.1	STAGE PLAN	PS435310J/S63	17/02/15	37	BAV
LOT S30	LOTS 636 TO 665, ROAD R-11, RESERVE NO.21 & ADDITIONAL CP NO.1	STAGE PLAN	PS435310J/S98	17/02/15	37	BAV
LOT S100	LOTS 1010,1011, 1032,1033, S111 TO S116	STAGE PLAN	PS435310J/S71	20/02/15	38	IRM
S57	E-27	CREATION OF EASEMENT	AL694309B	18/02/15	39	F.H.C
LOT S101	LOTS 905 TO 908	STAGE PLAN	PS435310J/S56	24/04/15	40	BAV
LOT S104	LOTS 901 TO 904	STAGE PLAN	PS435310J/S59	24/04/15	40	BAV

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RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS435310J

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S130	LOTS 909 TO 912	STAGE PLAN	PS435310J/S57	24/04/15	40	BAV
LOT S103	LOTS913 TO 915	STAGE PLAN	PS435310J/S58	24/04/15	40	BAV
LOTS113	LOTS 1021 TO 1024 AND LOTS 1043 TO 1046	STAGE PLAN	PS435310J/S74	28/05/15	41	BAV
LOTS S65 & S66	LOTS 1124 TO 1128,S120 TO S125 and Additional Common Property No.1	STAGE PLAN	PS435310J/S82	08/07/15	42	M.H
LOT S111	LOTS 1017, 1018, 1039 & 1040 and Additional Common Property No.1	STAGE PLAN	PS435310J/S72	03/08/15	43	LJW
LOT S122	LOTS 1116 - 1119 and Additional Common Property No.1	STAGE PLAN	PS435310J/S84	17/8/15	44	SB
LOT S120	LOTS 1120 - 1123 and Additional Common Property No.1	STAGE PLAN	PS435310J/S83	18/8/15	45	SB
LOT S115	LOTS 1019,1020,1041,1042 AND ADDITIONAL COMMON PROPERTY NO.1	STAGE PLAN	PS435310J/S76	31/08/15	46	M.H
LOT 124	LOTS 1106-1110 and additional Common Property No.1	STAGE PLAN	PS435310J/S86	11/09/15	47	M.H
LOT 116	LOTS 1025-1029,1047-1051	STAGE PLAN	PS435310J/S77	11/09/15	47	M.H.
LOT S114	LOTS 1012-1016, 1034-1038	STAGE PLAN	PS435310J/S75	14/09/15	47	M.H.
LOT S112	LOTS 1030,1031,1052,1053	STAGE PLAN	PS435310J/S73	14/09/15	47	M.H.
LOT S121	LOTS 1129 TO 1131 and additional Common Property No.1	STAGE PLAN	PS435310J/S88	14/09/15	47	M.H.
LOT S123	LOTS 1111 TO 1115 and additional Common Property No.1	STAGE PLAN	PS435310J/S85	11/09/15	47	M.H.
		PLAN AMENDED	AM187304G	16/09/15	48	M.H
LOT S125	LOTS 1101 TO 1105 and Additional Common Property No.1	STAGE PLAN	PS435310J/S87	13/11/15	49	GV
		RECTIFICATION	AM349360V	24/11/15	50	M.H

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 7/6/2005 TIME 5:27PM

PLAN NUMBER

PS435310J

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S5	LOTS 1 TO 5(B.I),LOTS 8 TO 39(B.I), LOTS 42 TO 79(B.I) LOTS B1 TO B26(B.I),LOTS B32 TO B120(B.I), LOTS A, S2, S4, LOTS S6 TO S9(B.I) AND COM PROP NO.1	STAGE 2	PS435310J/S2	8/6/2005	2	G.A.H
THIS PLAN	Body Corporate 1	CHANGE OF ADDRESS	AD765668W	26/07/05	3	L. LOW
THIS PLAN	Body Corporate 1	ADDITIONAL RULES RECORDED	AD859907H	9/09/05	4	ROBERT Mc BAIN
LOT A	LOTS 6, 7, 40, 41, B27 to B31 & ROAD R-3	SECTION32 SUBDIVISION ACT 1988	PS435310J/D1	9/1/2006	5	PTL
LOTS S6, S7, S8 & S9	LOTS 444 - 495, S10 - S25, ROAD R4 RESERVE 19 - 20	STAGE 3	PS435310J/S3	7/06/06	6	N.L.H.
LOT S10	LOTS 301 - 320, 349 - 373, 393 - 402 ROAD R5 & RESERVE 14	STAGE 4	PS435310J/S4	7/06/06	6	N.L.H.
LOT S11	LOTS 321 - 348, 374 - 392 & ROAD R6	STAGE 5	PS435310J/S5	7/06/06	6	N.L.H.
LOT S13	LOTS 666 - 672, ROAD R7 & RESERVE 15	STAGE 6	PS435310J/S6	7/06/06	6	N.L.H.
LOT S12	LOTS 403 - 443, ROAD R8 & RESERVE 16	STAGE 7	PS435310J/S7	4/4/07	7	M.RI
LOT S14	LOTS 574-599, S26 - S35, ROAD R10, RESERVE No.17-18 & RESERVE No.30	STAGE PLAN	PS435310J/S8	1/06/07	8	NH
LOT S2	LOTS 101 TO 107, 201 TO 205 & COMMON PROPERTY NO.2	STAGE 100	PS435310J/S100	21/06/07	9	GMR
LOT S4	LOTS T01 - T10 (BI) & LOT S102	STAGE PLAN	PS435310J/S101	17/10/07	10	B.P.G.
LOT S102	LOTS A101 - A107 (BI), A201 - A207 (BI), BB101 - BB106, (BI) BB201 - BB206 (BI), C101 - C106 (BI), C201 - C206 (BI), ST1 - ST5 (BI) & STA Reserve No.100	STAGE PLAN	PS435310J/S102	17/10/07	10	B.P.G.
LOT S27	LOTS S51-S52 R-15,RES 35-RES37 & RES 40	STAGE PLAN	PS435310J/S9	19/06/08	11	T M
LOT S51	LOTS 761-768(BI) S65-S87(BI) & R16 & RESERVES 38 & 41	STAGE PLAN	PS435310J/S17	02/12/09	12	GV
LOT S69	LOTS 769-779 (BI)	STAGE PLAN	PS435310J/S18	26/02/10	13	CN

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS435310J

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOTS S15, S16 & S18	LOTS 2001-2024, S201 & COMMON PROPERTY NO.3	STAGE PLAN	PS435310J/S201	23/08/16	51	RW
LOT S151	LOTS B5105 - B5204 & ADDITIONAL COMMON PROPERTY NO.1	STAGE PLAN	PS435310J/S27	23/08/16	51	RW
LOT S201	LOTS 2025-2050, RES. 45 & ADDITIONAL CP No.3	STAGE PLAN	PS435310J/S202	10/10/16	52	RWG
LOT S202	LOTS 2051-2075 & ADDITIONAL CP NO.3	STAGE PLAN	PS435310J/S203	19/12/16	53	L.D.R
LOTS S20 AND S21	LOTS 2076-2106, S290 AND COMMON PROPERTY 4	STAGE PLAN	PS435310J/S205	09/06/17	54	RGM
LOT S290	LOTS 2107 TO 2131 AND ADDITIONAL COMMON PROPERTY 4	STAGE PLAN	PS435310J/S204	13/12/17	55	H.L.
--	---	RECTIFICATION (DIAG. AMEND)	AQ825820Y	15/03/18	56	H.L.
LOT S19	ADDITIONAL COMMON PROPERTY NO. 1	STAGE PLAN	PS435310J/S206	24/07/18	57	B.J.S.
LOTS S22 TO S24 & S26	LOTS 209, 306, 309, 309, F ROAD R25 RESERVE 46	STAGE PLAN	PS435310J/S207	24/08/18	58	IRM
LOT S209	LOTS S210 AND 1132	STAGE PLAN	PS435310J/S208	09/11/2018	59	GMR
LOT S28	ADDITIONAL COMMON PROPERTY NO.1	STAGE PLAN	PS435310J/S219	22/03/19	60	RD
LOTS 669 AND 670	LOT669A	SEC.32 SUBDIVISION ACT 1989	PS435310JD3	01/05/19	61	GMR
S17 & S35	S320 & ADDITIONAL CP NO. 1	STAGE PLAN	PS435310J/S220	14/06/19	62	RD
LOT S210	LOT 1133 & S211	STAGE PLAN	PS435310J/S209	10/09/2019	63	RH
LOT S306	LOTS 3001-3006, S323, S324 & ADD. CP5	STAGE PLAN	PS435310J/S218	27/5/20	64	GR
LOT S324	LOTS 3007-3018 & ADD. CP NO. 5	STAGE PLAN	PS435310J/S224	07/08/20	65	RD
LOT S323	LOTS 3019 - 3030 & ADD. CP 5	STAGE PLAN	PS435310J/S223	20/08/20	66	RH

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS435310J

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S307	LOTS 3043-3050, S325&S326	STAGE PLAN	PS435310J/S221	02/10/20	67	TM
LOT S309	LOTS 3051-3057 & CP#6	STAGE PLAN	PS435310J/S233	17/12/20	68	L.H
LOT S325	LOT 3031-3038 & ADD TO CP NO 5	STAGE PLAN	PS435310J/S325	21/12/20	69	C/T
LOT S326	LOTS 3039-3042	STAGE PLAN	PS435310J/S226	18/01/21	70	LJW

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Subdivision or consolidation

Section 22 Subdivision Act 1988



Lodged by

Name:	HWL EBSWORTH
Phone:	0386443500
Address:	LEVEL 26, 530 COLLINS STREET, MELBOURNE 3000
Reference:	JLB:584793
Customer code:	0985X

The applicant applies for registration of the plan.

Land: (volume and folio)

VOLUME 10947 FOLIO 730, VOLUME 10947 FOLIO 731, VOLUME 10947 FOLIO 732 AND VOLUME 11011 FOLIO 489

Applicant: (full name and address, including postcode)

DENARKE PTY LTD of 77 CASTLEREAGH STREET, SYDNEY NSW

Plan no.: PS435310J SPEAR no.: (if applicable) S094095V Stage no.: (if applicable) S207

Council in which land is located: MORNINGTON PENINSULA SHIRE COUNCIL

Signing:

35271702A

22SA

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Subdivision or consolidation
Section 22 Subdivision Act 1988

PrPS435310J/S207ment:
16/08/2018 rmai $1,727.80 his form PS's
registers and indexes.

Certifications

1.The Certifier has taken reasonable steps to verify the identity of the applicant.

2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3.The Certifier has retained the evidence supporting this Registry Instrument or Document.

4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	DENARKE PTY LTD
Signer Name	MATTHEW POWELL
Signer Organisation	HWL EBSWORTH
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Signature	
Execution Date	16/08/2018

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OFFICE OF TITLES A.D. VICTORIA

AD703063J
24/06/2005 $1650 173

AD703063J
24/06/2005 $2220 173

DAD703063J-1-9

Application by
Responsible Authority,
Relevant Authority,
Referral Authority or Council
for the making of a recording of an
agreement
Section 181(1) Planning and Environment Act 1987

Lodged by:
Name: Deacons
Phone: 8686 6000
Address: Level 24, 385 Bourke Street, Melbourne
Ref: 2562940
Customer Code: 1724X

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: as described in Schedule 1 being pages 1-3.
Certificate of Title Volume 10775 Folio 071
Certificate of Title Volume 8092 Folio 688
Certificate of Title Volume 10857 Folio 255
Certificate of Title Volume 10775 Folio 072
Certificate of Title Volume 10775 Folio 073
Certificate of Title Volume 3012 Folio 344
Certificate of Title Volume 5355 Folio 994
Certificate of Title Volume 3865 Folio 931
Certificate of Title Volume 3765 Folio 865

Authority or council: Mornington Peninsula Shire Council of Besgrove Street, Rosebud

Section and Act under which agreement made: Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this application

Application amended on 27.6.2005 by substitution of pages 2, 3 & 4 authorised by Matthew Stanley of Deacons for the Responsible Authority - a current practitioner within the meaning of the Legal Practice Act 1996

AMENDED
27 JUN 2005
With consent of
Current Practitioner for
applicant

Date: 21 June 2005

Signed:

Name: Raymond Webb

Office held: Manager Statutory Planning

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MS 24/6/05

DAD703063J-2-7

Schedule 1

List of Certificates of Title Comprising the Land

Part 1 - land of which the Owner is registered proprietor

No.	Vol.	Fol.	Lot	Plan
1.	10775	072	Roads	LP081223
2.	10775	073	R1	LP053070

3. The land in Plan of Subdivision 435310J being the land described in the following Certificates of Title:

10880/507	10880/525	10880/543	10880/927
10880/508	10880/526	10880/544	10880/928
10880/509	10880/527	10880/545	10880/929
10880/510	10880/528	10880/549	10880/930
10880/511	10880/529	10880/550	10880/931
10880/512	10880/530	10880/551	10880/932
10880/513	10880/531	10880/561	10880/933
10880/514	10880/532	10880/562	10880/934
10880/515	10880/533	10880/917	10880/935
10880/516	10880/534	10880/918	10880/936
10880/517	10880/535	10880/919	10880/937
10880/518	10880/536	10880/920	10880/938
10880/519	10880/537	10880/921	10880/939
10880/520	10880/538	10880/922	10880/940
10880/521	10880/539	10880/923	10880/941
10880/522	10880/540	10880/924	10880/942
10880/523	10880/541	10880/925	10880/943
10880/524	10880/542	10880/926	10880/944

AD703063J 24/06/2005 $2220 173

AD703063J 24/06/2005 $1850 173

#456912A3 - MARKED-UP SCHEDULE TO S173 - 456912A4 - SCHEDULE TO 173 AGREEMENT - SUBDIVIDED LAND-AHEAD_AU_AU

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AMENDED
29 JUN 2005
With consent of
Current Practitioner for
applicant

~~Part 2 – land currently owned by Council and to be acquired by the Owner~~

No.	Address	Vol.	Fol.	Lot	Plan
4.	Part of Dromana Pde	3012	344	Part of Jamieson's Special Crown Survey, shown on 4291	
5.	Part of Dromana Pde	5355	994	Part of Jamieson's Special Crown Survey, shown on 4291	

Part 3 – land currently owned by Council, part of which is to be leased by Owner

No.	Address	Vol.	Fol.	Lot	Plan
6.	Foreshore	3865	931	Part of Jamieson's Special Crown Survey	
7.	Part of Marine Drive	3765	865	Part of Jamieson's Special Crown Survey	

MATTHEW GEARLEY – DEACONS – A CURRENT PRACTITIONER WITHIN THE MEANING OF THE LEGAL PRACTICE ACT 1996 FOR THE RESPONSIBLE AUTHORITY 29 JUNE 2005

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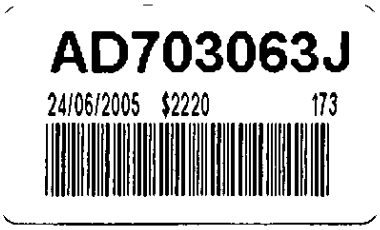
Section 173 Agreement

Between Mornington Peninsula Shire Council and Marina Cove Pty Ltd

SECTION 173 AGREEMENT – PRIMARY VOLUME
containing:
SECTION 173 AGREEMENT WITH THE FOLLOWING ANNEXURES:

- ANNEXURE 1 PLANNING PERMIT P990570
- ANNEXURE 3 MODEL ENVIRONMENT MANAGEMENT PLAN (CONSTRUCTION)
- ANNEXURE 4 MODEL ENVIRONMENT MANAGEMENT PLAN (OPERATIONS)
- ANNEXURE 5 MODEL DESIGN GUIDELINES
- ANNEXURE 6 DEVELOPMENT STAGING (CLSE 5.5)
- ANNEXURE 7 TRAFFIC IMPROVEMENT AND ASSOCIATED ROADWORKS SCHEDULE
- ANNEXURE 8 FORESHORE MAINTENANCE AREA PLAN



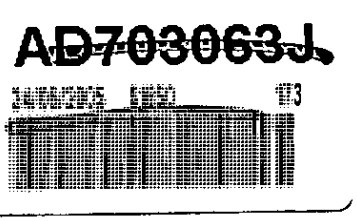


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Agreement

Dated 10 June 2005

Parties

1. **Mornington Peninsula Shire Council** of Municipal Offices, Besgrove Street, Rosebud, Victoria, 3939 **(Council)**

2. **Marina Cove Pty Ltd** ACN 098 177 916 of Level 10, 416 Collins Street, Melbourne, Victoria, 3000 **(Marina Cove)**

Background

A. Marina Cove is registered as the proprietor of an estate in fee simple in all those pieces of land described in Part 1 of Schedule 1 and is negotiating with Council to acquire for the purposes of the Project all or part of those pieces of land described in Part 2 of Schedule 1.

B. The Council is responsible for the administration and enforcement of the Mornington Peninsula Planning Scheme pursuant to the provisions of the *Planning & Environment Act 1987* and is the Responsible Authority for the purposes of the Permit and Section 173 of the Act.

C. The Council has issued Planning Permit No. P990570 to allow the use and development of the Land for the purposes specified in the Permit, particularly the subdivision of the Private Land and the construction of an integrated inland harbour and residential development. The Permit was issued to replace clause 2.21 of the former Flinders Planning Scheme.

D. Condition 10.33 of the Permit requires the owner of the subject land to enter into an agreement with the Council under Section 173 of the Act providing for a number of specified matters and any other matters that may be considered appropriate.

E. The Council and Marina Cove have agreed, without limiting or restricting their respective powers and rights, to enter into this Agreement to provide for the development and use of the Land and the operation and management of the Estate through the construction stage and to provide for operation and management of the Estate upon Completion of the Works.

F. Insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act in order to advance the objectives of planning in Victoria and to address the requirements of the Permit.

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Operative provisions

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1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

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;

Bank Guarantee means one or more guarantees provided by a bank registered under the *Banking Act 1959* (C'wth) or another recognised financial institution acceptable to the Council in its sole discretion;

Body Corporate means the body corporate or bodies corporate to be incorporated upon registration of the Plan of Subdivision;

Common Property means the common property established upon registration of the Plan of Subdivision;

Complete or Completion in respect of any Works or any part of any Works means to complete or the completion of those Works or the specified part of those Works as the case may be generally in accordance with the Development Plan, to the satisfaction of the Council;

Controlling Documents means the Design Guidelines, the EMP (Construction) and the EMP (Operations);

Design Guidelines means the Design Guidelines for Group Housing and Residential Buildings generally in accordance with the Model Design Guidelines to be approved by the Council in accordance with Clause 2.3, for the control of built forms for housing on Lots in the Development to be used for residential purposes;

Design Review Committee means a committee appointed by the Owner and upon registration of the Plan of Subdivision for the Private Land, by the Body Corporate, to manage the implementation of the Design Guidelines;

Development Plan means the Development Plan referred to in condition 8 of the Permit.

Development Works means the works described in Clauses 5.6, 5.9 and 5.11;

EMP (Construction) means the Environment Management Plan - Construction generally in accordance with the Model EMP (Construction) to be approved by the Council in accordance with Clause 2.3 dealing with the Works and the construction Phases of the Project;

EMP (Operations) means the Environment Management Plan - Operations generally in accordance with the Model EMP (Operations) to be approved by the Council in accordance with Clause 2.3, dealing with the management and operations of certain aspects of the Project and the Estate;

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Engineer means a suitably qualified engineer nominated by the Council who is eligible to be registered as a corporate member of the Australian Institute of Engineers and who has expertise in the matter relevant for his consideration;

EPA means the Environment Protection Authority of Victoria;

Estate means the Land upon Completion of the Works authorised under the Permit and this Agreement;

Foreshore Maintenance Area means the area designated as such in the plan at Annexure 8 showing the area of the foreshore to be maintained by the Owner;

Land means the Private Land and includes, where applicable, any land leased or licensed from the Council or from the Crown or that is under the control of and/or is to be maintained by the Owner or the Body Corporate on behalf of the owners of the Land and is land to which the Permit relates, in particular the land referred to in Part 3 of Schedule 1;

Layout Plan means the layout plan contained in the Development Plan as Figure 3;

Lot means a subdivided lot on the Private Land;

Maintenance Works means any works in the nature of maintenance responsibilities and monitoring and reporting obligations in this Agreement and in the Permit including without limitation those described in Clauses 5.15, 5.16, 6.5, 6.6, 6.7 and 6.8;

Minister means the minister responsible for administering the Act;

Model Design Guidelines means the document annexed to this Agreement as Annexure 5;

Model EMP (Construction) means the document annexed to this Agreement as Annexure 3;

Model EMP (Operations) means the document annexed to this Agreement as Annexure 4;

Open Space means land set aside for public use in the Development Plan in accordance with condition 10.33.3 of the Permit;

Owner means Marina Cove and any successor registered proprietor or proprietors for the time being of the Private Land or any part of it during the term of this Agreement and includes any Body Corporate;

Parties means the parties to this Agreement and **Party** means one of them;

Permit means Planning Permit No. P990570 issued by the Council allowing for the subdivision, use and Development of the Land for the specified purposes, a copy of which is annexed to this Agreement as Annexure 1;

Phase 1 means Phase 1 of the Project in Condition 10.2 of the Permit;

Phase 1 Guaranteed Works means the Phase 1 Works excluding basic earthworks required for Waterfront Lots;

Phase 1 Works means the breakwater including training works, the Waterway including revetment, Marine Drive realignment and underpass, cul de sac to serve properties fronting

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Marine Drive and reticulation service alterations, and basic earthworks required for Waterfront Lots;

Phase 2 means Phase 2 of the Project as specified in Condition 10.2 of the Permit;

Phase 3 means Phase 3 of the Project as specified in Condition 10.2 of the Permit;

Plan of Subdivision means a plan of subdivision certified by Council for registration and registered under the *Subdivision Act 1988*, as contemplated in the Permit and includes a master plan or a plan for a stage as contemplated in section 37 of the *Subdivision Act 1988*;

Planning Scheme means the Mornington Peninsula Planning Scheme or any amendment thereof or any subsequent planning scheme or like instrument affecting the Land;

Private Land means the whole of the Land described in the Certificates of Title listed in Part 1 of Schedule 1 and to the extent that the Owner may acquire the whole or any part of the Land described in the Certificates of Title listed in Part 2 of Schedule 1, that land;

Prior 173 Agreement means the agreement dated 16 July 1992 between The President, Councillors and Ratepayers of the Shire of Flinders and Martha Cove Pty Ltd as the former owner of the Private Land, dealing with the provision of a bank guarantee for $3 million as contemplated in Condition 10.33.1 of the Permit;

Project means the subdivision of the Private Land and the construction of an integrated inland harbour and residential development as contemplated by the Permit;

SEPP means any Statement of Environment Protection Policy which has been declared in accordance with Section 16 of the *Environment Protection Act 1970*;

Staging Plan means the staging plan contained in the draft Development Plan as Figure 6;

Statement of Compliance means a statement of compliance pursuant to section 21 of the *Subdivision Act 1988*;

Subject Lot means the Lot or Lots in respect of which this Agreement is registered, after registration of the Plan of Subdivision;

Term means the term of this Agreement as provided for in Clause 3;

Tribunal means the Victorian Civil and Administrative Tribunal;

Waterway Lot means a Lot located in the area of the Waterway and covered by water;

Waterfront Lot means a Lot with a frontage to the Waterway; and

Waterway means the waterway within the Land that is navigable by boat from Port Phillip Bay and that connects and provides access to the inland harbours and the Waterfront Lots;

Works means any construction other than a building and includes:

(a) fences, walls, channels, roads and pavings not appurtenant to a building and lighting, heating, power, water supply, drainage and sewerage installations not so appurtenant;

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(b) any alteration of the natural condition or topography of land, including earthworks, landscaping and roadmaking;

(c) boundary fences not abutting a road or reserve being appurtenant to a building;

(d) waterways and marine infrastructure, including hydraulic equipment.

1.2 Interpretation

(a) Words or terms not defined in this Agreement but defined in the Act, the Planning Scheme or the Permit have the same meaning in this Agreement, unless the context requires otherwise. It is noted that the words **BUILDING**, **CONSTRUCT** (and its associated forms), **DEVELOPMENT** (and its associated forms) and **PUBLIC AUTHORITY** are defined in the Act and the Permit and the word **LAND** is used in the Permit to describe the land affected by the Permit. This Agreement must be interpreted having regard to the provisions of the Permit, the Planning Scheme and the Act.

(b) Where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer.

(c) References to:

(i) a statute includes a reference to that statute as amended, modified or replaced and includes all orders, ordinances, regulations, rules and by-laws made pursuant to it;

(ii) a **planning scheme** or **Planning Scheme** includes any amendment, consolidation or replacement of such scheme and any document incorporated by reference into such scheme;

(iii) a **business day** is a business day in the place where the governing law applies;

(iv) an **affiliate** of any person is a reference to a person under common control with the first mentioned person;

(v) **approval**, **consent** or **satisfaction** of the Council or a public authority means approval or consent in writing and satisfaction evidenced in writing;

(vi) a **dividend** includes a bonus or other distribution in kind or in cash.

(vii) a person includes a company, corporation and unincorporated association;

(viii) a currency are to the currency of Australia, unless otherwise expressly stated;

(ix) the terms **controller**, **holding company** and **statutory demand** have the meanings given to those terms, and **related entity** has the meaning given to the term **related body corporate**, in the Corporations Law;

(x) Clauses, sub-clauses, paragraphs, sub-paragraphs, Schedules and Annexures herein are, unless otherwise stated, references to clauses, sub-clauses,

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paragraphs, sub-paragraphs of, or Schedules or Annexures to this Agreement; and

(xi) a deed or agreement are references to that deed or agreement as it may be amended or supplemented from time to time in accordance with its terms.

(d) The singular number includes the plural and vice versa, and the neuter gender includes the masculine and feminine genders and vice versa.

(e) Headings have been inserted for convenience only and should not be used to construe the meaning of any provision and do not form part of this Agreement.

(f) If any time period in this Agreement expires on a day other than a business day, then that period is deemed to be extended to the first business day after that day.

2. Effect of this Agreement

2.1 Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their 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.

2.2 Commencement & Effectiveness

This Agreement commences on the execution of this Agreement.

2.3 Approval of the Controlling Documents

(a) The Council may approve any Controlling Document submitted to it from time to time provided that the Council is satisfied that such document is consistent with all relevant parts of this Agreement.

(b) It is agreed that the Owner:

(i) must not commence construction of the Phase 1 Works until after the EMP (Construction) in a form generally in accordance with the Model EMP (Construction) has been approved by the Council as part of this Agreement;

(ii) shall not be entitled to apply to the Council for the issue of a Statement of Compliance or have a Statement of Compliance for the Plan of Subdivision for stage 1 of the Project issued by the Council until after the EMP (Operations) in a form generally in accordance with the Model EMP (Operations) has been approved by the Council as part of this Agreement; and

(iii) must not commence or allow construction of any built form for a residential building on any Lot until after it has established the Design Review Committee to the satisfaction of the Council and notified the Council of the constitution of that Committee and the identity of its members and until after the Design Guidelines in a form generally in accordance with the Design Guidelines have been approved by the Council as part of this Agreement.

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2.4 Further Section 173 Agreements

The parties acknowledge that:

(a) the Owner may find it necessary or desirable to apply different Design Guidelines to subsequent stages of the Plan of Subdivision; and

(b) it is contemplated that the provisions of this Agreement dealing with Design Guidelines may be superseded by one or more further Section 173 Agreements between the Owner and the Council in relation to the land in those stages of the Plan of Subdivision (and in such a case, such agreement shall only be required to be made with the owner of the land in that stage).

Any such further agreement must be generally in accordance with the Planning Scheme and the Permit and must, if applicable to a Waterfront Lot or a Waterway Lot or the Waterway, comply with clause 5.14. Furthermore, any such further agreement may limit the application of the provisions of this Agreement dealing with the Design Guidelines to such Lots or Waterway and it is acknowledged that there would be no requirement to seek the consent of owners of Lots not located in those stages of the Plan of Subdivision to such limitation.

2.5 Agreement to run with Private Land during Term

The Owner's obligations under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Private Land during its Term. When the Private Land is subdivided, this Agreement must be entered upon each Certificate of Title containing a Lot in the Subdivision and the Common Property and the Owner must take all steps and sign all documents reasonably required of it to enable such entry to be made by the Registrar of Titles so that each subsequent owner of a Lot or of the Common Property is bound by this Agreement.

The Owner must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of any part of the Land of which it is the prospective vendor, mortgagor, transferor or assignor.

2.6 Common Property

(a) Where an obligation in this Agreement arises in respect of Common Property in a Plan of Subdivision, the obligation will be an obligation of the Body Corporate created upon registration of the Plan of Subdivision.

(b) The Owner must, in conjunction with the certification and registration of a Plan of Subdivision which includes Common Property, make special Body Corporate rules in the Plan of Subdivision in accordance with Regulation 220 of the *Subdivision (Body Corporate) Regulations 2001* or any applicable subsequent regulations which must set out and impose upon the Body Corporate and its members all of the obligations in clauses 5, 6 and 7 of this Agreement pertaining to the Common Property. Such regulations to the extent that they set out and impose upon the Body Corporate and its members obligations in clauses 5, 6 and 7 of this Agreement pertaining to the Common Property, may not thereafter be amended or revoked without written consent of the Council.

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(c) The Owner must ensure that the Body Corporate complies with its obligations under this clause and the Body Corporate must ensure that the regulations are observed at all times to the satisfaction of the Council.

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2.7 Prior s173 Agreement

The Parties acknowledge that Martha Cove Pty Ltd as a former owner of that part of the Land listed in Part 1 of Schedule 1 entered into the Prior s173 Agreement but that the Prior s173 Agreement was not registered under the *Transfer of Land Act 1958* and (in clause 6.4 thereof) provided that it would end on the substitution of another s173 Agreement on substantially the same terms in respect of the obligations in that agreement. The Parties agree that the Prior s173 Agreement does not apply to the Land and creates no obligations between the Owner and the Council.

3. Term & Termination

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3.1 Terminating clauses

(a) Development Obligations

Clauses 4 and 5 of this Agreement, insofar as they refer to Development obligations, end on the earlier of.

(i) when the Owner has complied with its Development obligations under those clauses to the satisfaction of the Council; or

(ii) the Council obtaining the approval of the Minister for such partial ending of the Agreement; or

(iii) mutual agreement between the Parties for such partial ending of the Agreement.

(b) Obligations regarding developed Lots

Clauses 4, 5, 9.2, 11.2 and 14.6 will cease to apply with respect to a Subject Lot when the Private Land has been subdivided into new Lots and the Subject Lot is a Lot that is not Common Property and is not able to be further subdivided in accordance with the Permit and the Development Plan.

3.2 Continuing clauses

The remaining provisions of this Agreement not referred to in clause 3.1 will continue until termination of this Agreement.

3.3 Marina Cove's Personal Covenants

When Marina Cove ceases to be the registered proprietor of the Private Land or any part of it, its personal covenants under this Agreement in respect of such part of the Private Land will cease. Nothing in this clause will limit the liability of any person deriving title from Marina Cove or its successors.

3.4 Successors in Title

This Clause 3.4 operates from the commencement of this Agreement, until this Agreement is registered on the Titles to the Private Land. Without limiting the operation or effect of this Agreement, the Owner will ensure that its successors in title:

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(a) give effect to and do all acts and sign all documents as to require them to give effect to their respective obligations under this Agreement; and

(b) execute under seal a deed agreeing to be bound by the terms of this Agreement.

Thereupon this Agreement will continue as if executed by such successors as well as by the Parties, and as if the successors' names appeared in each clause in which the expression "the Owner" appears and (subject to Clause 3.3) additional to the Owner as constituted at the date of this Agreement.

4. Security for Performance

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4.1 Bank Guarantee for Phase 1 Guaranteed Works

(a) No Start Without Bank Guarantee

The Owner must not start any Development associated with the Project on the Land unless it has lodged with the Council a Bank Guarantee or Guarantees for the sum of $3,000,000 in a form approved by the Council to provide security for the carrying out and completion of the following works referred to in condition 10.2.2 of the Permit to the satisfaction of the Council in addition to any security required by any other Public Authority in relation to such works:

(i) breakwater including training works;

(ii) waterways including revetment;

(iii) Marine Drive realignment and underpass;

(iv) cul de sac to serve properties fronting Marine Drive; and

(v) reticulation service alterations.

(b) Failure to Complete Works

The Council may draw against the Bank Guarantee in the event of failure of the Owner to Complete the carrying out and construction of the Phase 1 Guaranteed Works. The Council may only draw against the Bank Guarantee after a notice has been served under clause 9.2(a) and the Council has become entitled to enter the Land pursuant to clause 9.2(a).

(c) Drawdown of Guarantee

The Council may draw against the Bank Guarantee for the purpose of completing the Phase 1 Guaranteed Works or for carrying out any restoration or ameliorating Works comprising part of or relating to the Phase 1 Guaranteed Works.

(d) Notification of Drawdown & Obligation to Top-up

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If the Council accesses and uses any part of the Bank Guarantee, the Council will notify the Owner of the amount deducted **(the outstanding amount)** and the Owner undertakes to deliver a further unconditional Bank Guarantee in the sum of the outstanding amount in favour of the Council within 14 days of such notification.

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(e) Progressive Reduction

(i) The Council may allow the quantum of the Bank Guarantee to be progressively reduced as the Phase 1 Guaranteed Works are Completed to the satisfaction of the Council and the cost of Completing the Phase 1 Guaranteed Works falls below the amount guaranteed, approval of such reduction by the Council must not be unreasonably withheld.

(ii) The reduced quantum of the Bank Guarantee for the purposes of a reduction will be determined as follows:

(A) the Owner must provide the Council with a certificate from an Engineer certifying the cost of Completing the Phase 1 Guaranteed Works;

(B) the Council must advise the Owner within 14 days whether or not it disputes the certified cost;

(C) if the Council does not dispute the certified cost, the certified cost shall be the reduced amount of the Bank Guarantee;

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(D) if the Council disputes the certified cost, the Parties may agree on a lesser figure within a further 14 days failing which the dispute shall be resolved under clause 12 and the lesser figure will be the amount determined in the dispute resolution;

(E) if as a result of the dispute resolution, no lesser figure is determined, then the Owner will not be entitled to a reduction of the quantum of the Bank Guarantee.

(iii) The reduction may be effected by the Owner providing a new Bank Guarantee document for the reduced quantum {if applicable} and the Council returning the Bank Guarantee document held by it to the Owner.

(f) Return of the Guarantee

On completion of the Phase 1 Guaranteed Works, the Council must release the Bank Guarantee and return the Bank Guarantee document held by it to the Owner.

4.2 Bank Guarantee for Development Works and Maintenance Works

(a) Provision of Bank Guarantee

(i) Prior to the issue of a Statement of Compliance, the Owner must lodge with the Council a Bank Guarantee for the sum being the estimated cost determined in accordance with Clause 4.2(a)(ii) in a form approved by the Council to provide security for the carrying out and completion of the Development Works for up to a period of 5 years and for the carrying out of the Maintenance Works and the parties acknowledge that this sub-clause complies with Condition 10.33.8 of the Permit.

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(ii) The Owner must provide the Council at least 21 days before it proposes to lodge the Bank Guarantee with a detailed estimated costing of the outstanding Development Works and the annual maintenance component (the **estimated**

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cost) of the Maintenance Works. The Council may accept the estimated cost calculated by the Owner or may elect to refer the costing to an Engineer. If it refers the costing to an Engineer, the Engineer must certify the estimated cost of the Development Works and Maintenance Works in his opinion. The certification by the Engineer of the estimated cost of any works or of any other matter is, and is deemed to be, a matter done by the Council to its satisfaction. The purpose of this clause is to ensure (and the parties agree) that any dispute in relation to this clause may be determined by the Tribunal pursuant to Section 149(1)(b) of the Act. Nothing in this clause purports to limit the jurisdiction of any Court.

(b) Failure to Carry Out Responsibilities

The Council may draw against the Bank Guarantee in the event of failure of the Owner to carry out its obligations and responsibilities for the Development Works or the Maintenance Works. The Council may only draw against the Bank Guarantee after a notice has been served and the Council has become entitled to enter the Land pursuant to Clause 9.3(a).

(c) Drawdown of Guarantee

The Council may draw against the Bank Guarantee for the purpose of carrying out any Development Works or Maintenance Works.

(d) Notification of Drawdown & Obligation to Top-up

If the Council accesses and uses any part of the Bank Guarantee, the Council will notify the Owner of the amount deducted (**the outstanding amount**) and the Owner undertakes to deliver a further unconditional Bank Guarantee in the sum of the outstanding amount in favour of the Council within 14 days of such notification.

(e) Progressive Reduction for Development Works

(i) The Council may allow the quantum of the Bank Guarantee to be progressively reduced as the Development Works are Completed to the satisfaction of the Council and the cost of Completing the Development Works falls below the component of the quantum of the Bank Guarantee applicable to the Development Works, approval of such reduction by the Council must not be unreasonably withheld.

(ii) The reduced quantum of the Bank Guarantee for the purposes of a reduction shall be determined as follows:

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(A) The Owner must provide the Council with a certificate from an Engineer certifying the cost of Completing the Development Works.

(B) The Council must advise the Owner within 14 days whether or not it disputes the certified cost.

(C) If the Council does not dispute the certified cost, the certified cost shall be the reduced amount of the Bank Guarantee.

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(D) If the Council disputes the certified cost, the Parties may agree on a lesser figure within a further 14 days failing which the dispute shall

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be resolved under clause 12 and the lesser figure will be the amount determined in the dispute resolution.

(E) If as a result of the dispute resolution, no lesser figure is determined, then the Owner shall not be entitled to a reduction of the quantum of the Bank Guarantee.

(iii) The reduction may be effected by the Owner providing a new Bank Guarantee document for the relevant lower cost being the certified cost under Clause 4.2(e)(ii)(A) or if that cost was not accepted the lesser figure agreed under Clause 4.2(e)(ii)(C) or determined under Clause 4.2(e)(ii)(D) and the Council returning the Bank Guarantee document held by it to the Owner.

(f) Progressive Variation for Maintenance Works

(i) The Council may allow the quantum of the Bank Guarantee to be reviewed every 2 years and varied as the cost of the Maintenance Works is more accurately determined to the satisfaction of the Council.

(ii) The varied quantum of the Bank Guarantee will be determined as follows:

(A) Within 2 months of the end of the second full financial year after the date of this Agreement (being a year ending on 30 June) and biennially after that, the Owner may provide the Council with a certificate from an Engineer certifying the cost of the Maintenance Works for the past full year and a budget for the then current year.

(B) The Council must advise the Owner within 14 days whether or not it disputes the certified cost.

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(C) If the Council does not dispute the certified cost, the certified cost shall be the varied amount of the Bank Guarantee.

(D) If the Council disputes the certified cost, the Parties may agree on a varied figure within a further 14 days failing which the dispute shall be resolved under clause 12 and the varied figure will be the amount determined in the dispute resolution.

(iii) The variation may be effected by the Owner providing a new Bank Guarantee document for the relevant lower cost being the certified cost under Clause 4.2(f)(ii)(A) or if that cost was not accepted the varied figure agreed under Clause 4.2(f)(ii)(C) or determined under Clause 4.2(f)(ii)(D) and the Council returning the Bank Guarantee document held by it to the Owner.

(iv) Unless with the consent of the Council, the Bank Guarantee for Maintenance Works to be provided by the Owner must at all relevant times be the amount determined for such works in accordance with paragraph 4.2(a)(ii) or a variation of such amount determined in accordance with paragraph 4.2(f)(ii). In determining whether or not it should grant consent for any lesser amount, the Council may have regard to previous satisfactory levels of performance by the Owner of its maintenance obligations, the perceived levels of likely environmental risk, the consequences of default, the objectives of the Permit or any other relevant planning consideration.

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5. Owner's Obligations – Development and Use

5.1 Compliance with Development Plan and Controlling Documents

(a) The Owner must not develop or use any part of the Land otherwise than in accordance with the Development Plan, the Controlling Documents and this Agreement.

(b) Once the Owner has commenced use and Development of the Land, it must continue such use and Development to the satisfaction of the Council.

(c) Breach of any provision, requirement or specification in the Development Plan or a Controlling Document will be construed as a breach of this Agreement which entitles the Council to take proceedings to enforce this Agreement.

5.2 Compliance With Planning Scheme

The Owner must ensure that any use and development of land by the Owner outside the Land as affected by the Permit but necessary for the Project complies with the provisions of the Planning Scheme.

5.3 Bathing Boxes

The Owner covenants and agrees to indemnify and keep indemnified the Council for a period of 10 years after the date of commencement of removal of any bathing boxes against any action, claim, liability, demand, costs and expenses that the Council may sustain, incur, suffer or become liable for in respect of the removal and relocation of any bathing box from the foreshore including paying the costs of removal and relocation and any compensation which the Council may be obliged to pay to the owners of the bathing boxes removed or relocated as part of the Development of the Land.

5.4 Disposal of Excavated Materials

(a) Prior to the commencement of excavation on the Land, the Owner must obtain the approval of the Council for one or more permanent disposal site for excavated material from the Land including from the Waterway. Any such site must be approved for such disposal under the *Environment Protection Act* 1970 or regulations thereunder or any other relevant legislative instrument.

(b) From the time of the commencement of placement of excavated material from the Land, the Owner must ensure that the maintenance of the permanent disposal site is undertaken in accordance with the standards specified in the EMP (Construction) to the satisfaction of the Council.

5.5 Construction Program

Prior to the commencement of construction of Phase 1 Works, the Owner must prepare to the satisfaction of the Council a program for the Construction of the Development setting out the proposed staging and timing of the Development generally in accordance with Annexure 6 (Development Staging). When approved by Council, that program will form part of the Development Plan and the Council may approve a variation of it upon written request and justification, and in particular for any works required outside the Land site boundaries.

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5.6 Traffic Improvement and Associated Roadworks

Prior to the commencement of Construction of Phase 1 Works, the Owner must prepare to the satisfaction of the Council a program for the proposed staging and implementation of vehicular traffic management works generally in accordance with Annexure 7 (Traffic Improvement and Associated Roadworks Schedule). When approved by Council, that program will form part of the Development Plan and the Council may approve a variation of it upon written request and justification, and in particular for any traffic related works required outside the Land site boundaries including, but not limited to, traffic management works.

5.7 Phases

(a) The Owner must not commence any Works in Phase 2 before at least 50% of the Phase 1 Works (not including basic earthworks required for Waterfront Lots) are Completed to the satisfaction of the Council.

(b) The Owner must not commence any Works in Phase 3 before the Phase 1 Works are Completed or Completed to the extent that the Bank Guarantee provided under the Agreement is sufficient to fund the Completion of the Phase 1 Works in accordance with the Development Plan and to the satisfaction of the Council, except to the extent that those works are integrated with Works that are part of the Phase 1 Works.

5.8 Harbour & Waterway-Sequence of Construction

The Owner must construct the harbours and the Waterway and associated or consequential Works and facilities in accordance with clause 10.2.2 of the Permit, that is, the breakwater including training works, the waterways including revetment, the Marine Drive realignment and underpass, the cul de sac to service properties fronting Marine Drive, the reticulation service alterations and the basic earthworks required for Waterfront lots must be completed in Phase 1 and all Works in the Harbour Precinct not specified in Phase 1 must be completed in Phase 2.

5.9 Public Access & Community Facilities

(a) The Owner must provide for continuous public access to the Waterway for boats and pedestrians and to pedestrian and bicycle paths and boardwalks in the manner specified in the Development Plan, subject to normal safety, maintenance and environmental requirements and controls and must construct that access in carrying out the Works.

(b) The Owner must construct at the Owner's cost in carrying out the Works the following:

(i) a pedestrian and bicycle path along the route shown an the Development Plan;

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(ii) a two lane public boat launching and recovery facility; and

(iii) navigation aids to the satisfaction of the Port of Melbourne Authority (if applicable) and otherwise to the satisfaction of the Council.

These works must be carried out in an integrated way contemporaneously with the balance of works in that vicinity, in accordance with the Staging Plan and to the satisfaction of the Council.

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5.10 Phase 1 Works

Without limiting clause 5.1, the Owner must carry out Construction of the Phase 1 Works in accordance with the plans and specifications incorporated as part of the Development Plan and must carry out and complete the Construction in accordance with the EMP (Construction), to the satisfaction of the Council.

5.11 Open Space

(a) The Owner must cause the land set aside for Open Space on the Development Plan to be drained, graded and landscaped for public open space to the satisfaction of the Council progressively as stages of the Plan of Subdivision in which the open space is contained are registered and must transfer the relevant land in each Phase to the Council at the cost of the Owner upon registration of the plan for the stage of the Plan of Subdivision in which the open space is located.

(b) If any drainage, grading or landscaping is required to be carried out under the preceding paragraph and it has not been completed at the time when the Owner seeks the issue of a Statement of Compliance for a stage of the Plan for the area containing that Open Space, the Council agrees that the provision by the Owner of a Bank Guarantee for the cost of that work will constitute an agreement to secure compliance with any such requirement that is still outstanding at that time. The procedure in Clause 4.2 will apply to the provision of this Bank Guarantee.

5.12 Open Space Contribution

(a) The Owner agrees to pay to the Council an amount pursuant to Clause 52.01 of the Planning Scheme in lieu of the provision of Open Space, in particular its obligation under Clause 4.1.2.6. of the Permit, if the Owner does not establish to the satisfaction of the Council that the actual area of landscaped recreation reserves having public utility and excluding the area of the boardwalks and comprising Open Space within the Project is equal to or exceeds 5 hectares. The amount to be paid will be the value of the difference between 5 hectares and the actual area of the reserves, determined as contemplated in paragraph (c).

(b) The payment will be in the form of an amount payable to the Council upon settlement of each initial sale of a Lot. From the date of issue of the first Statement of Compliance for a stage of the Plan of Subdivision, the Owner must provide to the Council within 7 days of the end of each month a statement setting out the number of Lots (including Lot numbers) settled during the relevant month and a cheque for payment of the Open Space Contribution in respect of those Lots.

(c) The amount payable will be equal to an amount per allotment determined by agreement between the Parties or failing agreement as determined under section 19 of the *Subdivision Act 1988*.

5.13 Boat Berths

(a) The Owner must create a system of controls for users of berths in the inland harbours and the Waterway to the satisfaction of the Council for the purpose of controlling emergency procedures, noise, pollution and disposal of sewage, bilge water and solid waste and must include the system in the EMP (Operations) and must implement the system before the Waterway is opened to navigation by boats.

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(b) This system must include a process for prescribing the form and general content of the berth licence to be entered into by any person wishing to berth on a Waterway Lot, include conditions such as those mentioned in paragraph (a) and the conditions of the berth licence must be to the satisfaction of the Council. The process must include details of how the form and general content may be amended from time to time with the approval of the Council. A copy of the EMP (Operations) must be annexed to each berth licence prior to execution of the licence by the Owner. The Owner must not issue any berth licence and may not allow any individual berth to be used until the Council has approved the form and general content of the licence.

(c) The Owner must ensure that this Agreement is registered on the Title to each Waterfront Lot and Waterway Lot and of any Common Property having potential for the construction and maintenance of berths for the purpose of ensuring that each successor in title to the Owner in respect of those Lots and Common Property is bound by the agreed system of controls for users of berths and that the agreed system of controls is imposed by the conditions in the berth licence upon any person wishing to use a berth.

5.14 Environmental Controls

(a) The Parties acknowledge that the Controlling Documents to the extent that a matter therein is designated as being applicable to a Waterfront Lot or a Waterway Lot or the Waterway form a system of environmental controls relating to each Waterfront Lot and Waterway Lot and the Waterway and include controls on the design, siting and construction of development and use of Land relating to the Waterfront Lots, the Waterway Lots and the Waterway, and that the Design Guidelines must include:

(i) the specification of a maximum site coverage for buildings,

(ii) the designation of building envelopes or setbacks for buildings,

(iii) the orientation, height and materials of construction of buildings,

(iv) the erection of external television aerials, and

(v) the erection of fences of lots.

(b) The Owner must ensure that this Agreement is registered on the title of each Lot and the Common Property for the purpose of ensuring that each successor in title to the Owner in respect of the Lots and Common Property including the Body Corporate is bound by the agreed system of environmental controls contained in the EMP (Operations).

(c) The Design Guidelines may be varied on a stage by stage basis or according to neighbourhood character areas subject to the approval of the Council.

5.15 Waterway Quality

The Owner must ensure that the EMP (Construction) (while it remains applicable) and the EMP (Operations) provide for the following (as the case may be) and, where applicable, must undertake the following to the satisfaction of the Council:

(a) The Owner must cause:

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(i) the water quality in the Waterway to be maintained to the satisfaction of the EPA and to the satisfaction of the Council;

(ii) all dredging required within the Waterway or offshore to be undertaken in accordance with the Protocol for Dredging and Disposal of Dredged Material adopted by the Environment Protection Authority in association with other agencies;

(iii) all anti-foulant waste to be disposed of to the satisfaction of the Environment Protection Authority;

(iv) the harbour sewer connection pump out facilities to be operated and maintained to the satisfaction of South East Water and to the satisfaction of the Council;

(v) that chemical dispersal agents are not used to treat spillages of oil or the like except at the express instruction of an authorised officer of the Environment Protection Authority.

(b) The EMP (Construction) (while it remains applicable) and the EMP (Operations) must provide to the satisfaction of the Council for all reasonable action to be taken to ensure that the water quality in the Waterway meets the appropriate objective standards of any applicable SEPP and, without limiting the foregoing, must comply with the standards in Clause 6.6.

(c) The Owner must:

(i) design and implement before the Waterway is opened to the sea a trial pumping program covering the first 12 months of the Waterway's operation and must carry out the program during that 12 month period to the satisfaction of the Council;

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(ii) within 3 months of the end of the 12 month period in the previous paragraph, prepare a report on the results of the trial pumping program including the duration, in-situ conductivity, temperature and dissolved oxygen levels at the start and end of every pumping episode; the report must also include a pumping strategy for the future to the satisfaction of the Council;

(iii) start the approved pumping strategy immediately after it is approved by the Council;

(iv) design and implement before the Waterway is opened to the sea a maintenance program for the pumping system including the pipeline connecting the pumping station to Port Phillip Bay that

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(A) is prepared to the satisfaction of and approved by the Council;

(B) includes regular routine inspection of the pipeline;

(C) does not use any chemical in the pipeline except in accordance with the requirements of the EPA

(v) install permanent groundwater monitoring points in the vicinity of the inland harbour areas for the sampling, collection and testing of groundwater to

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enable detection of changes to the salinity content of groundwater outside the Waterway. The EMP (Operations) must for all parameters of groundwater salinity monitoring include the requirements in Condition 10.33.15.4, as set out in paragraph (a)(iv) of Clause 6.6.

(d) The Owner must cause to be kept a copy of all water quality testing, sampling and analysis results including maintenance results of the pumping system in a register at the Harbour Master's office that is available for public inspection during office hours and cause a report showing all results to be provided to the Council at least once per calendar year.

(e) If any water quality monitoring result indicates that any applicable declared State Environment Protection Policy objective has not been met, the Owner must cause a copy of that result to be provided to the EPA within 21 days of the result becoming available plus a statement explaining the reason the objective has not been met and any measures taken to correct the problem.

(f) The Owner must provide equipment to deal with spillage of oil or the like in the Waterway with the objective that such spillage shall be kept within the harbour and the Waterway and not be allowed to enter Port Phillip Bay and must ensure that a person trained and competent in the use of the equipment is available at all times at or is in immediate public contact with the Harbour Master's office, all to the satisfaction of Council.

5.16 Foreshore

The Owner must at all times protect and maintain the Foreshore Maintenance Area in accordance with the EMP (Construction) (while it remains applicable) and the EMP (Operations). Without limiting the EMP (Construction) and the EMP (Operations), the Owner must ensure to the satisfaction of the Council that:

(a) during the Phase 1 Works,

(i) the works on the foreshore are limited to any area leased by the Council to the Owner;

(ii) that leased area is fenced off from public access;

(iii) the foreshore within the Foreshore Maintenance Area is protected from erosion and is maintained in a clean condition to the standard of protection, cleanliness and maintenance adopted by the Council in the adjacent areas of foreshore under the control of the Council, except for erosion or disturbance or lack of cleanliness caused by necessary construction works and in that case any erosion, disturbance or lack of cleanliness must be rectified and the condition of the foreshore must be reinstated to the condition contemplated on Completion of the Phase 1 Works as soon as practicable after the necessary construction works have been completed; and

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(b) following Completion of the Phase 1 Works, the Foreshore Maintenance Area is protected from erosion and disturbance and is maintained in a clean condition to the standard of protection, cleanliness and maintenance adopted by the Council in the adjacent areas of foreshore under the control of the Council.

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6. Owner's Obligations – Operation of the Estate

6.1 EMP (Operations)

(a) The Owner must ensure that the EMP (Operations) at all times contains procedures as required by Clauses 6.2 to 6.8.

(b) The Owner must at all times observe, comply with and carry out or cause to be carried out its obligations and responsibilities under the EMP (Operations) as the owner of a Lot in the Estate to the satisfaction of the Council.

(c) The Owner may not Develop or use any part of the Land to which the EMP (Operations) applies unless in accordance with that document.

6.2 Boat Berths

(a) The Owner acknowledges that this Agreement will remain registered on the Title to any Waterfront Lot and Waterway Lot for the purpose of ensuring that each successor in title to the Owner in respect of those Lots is bound by the agreed system of controls for users of berths and that the agreed system of controls is imposed by the conditions in the berth licence upon any person wishing to use a berth.

(b) The Owner (having the right and power to do so) must not issue any berth licence and must not allow any individual berth to be used unless in the form and containing the general content approved by the Council.

(c) If the Owner is a user of a berth in the inland harbours and the Waterway but is not the owner of a Waterfront Lot or a Waterway Lot, the Owner must comply with the system of controls for users of berths.

6.3 Environmental Controls

The Owner must cause to be maintained the system of environmental controls established in the Controlling Documents relating to each Lot to the satisfaction of the Council. The Owner acknowledges that the system includes controls on the design, siting and construction of environmental controls relating to each Waterfront Lot and Waterway Lot and the Waterway and, in the Design Guidelines, provisions dealing with:

(a) the specification of a maximum site coverage for buildings,

(b) the designation of building envelopes or setbacks for buildings,

(c) the orientation, height and materials of construction of buildings,

(d) the erection of external television aerials, and

(e) the erection of fences of lots.

The Owner acknowledges that this Agreement will remain registered on the title of each Waterfront Lot and Waterway Lot and the Common Property for the purpose of ensuring that each successor in title to the Owner in respect of those lots is bound by the agreed system of environmental controls.

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6.4 Waterway Quality -General

(a) The Owner as the owner of a Lot in the Estate must not cause, permit or suffer any circumstance matter or thing which would cause or contribute to the contamination of any part of the Waterway.

(b) Without limiting the generality of the preceding paragraph, the Owner must not allow any chemicals, oils, litter, soil, organic matter, silt, contaminated liquids or materials to be deposited or to enter the Waterway so as to contaminate or reduce the quality of water therein or cause detriment to the appearance or utility of such water, in excess of the standards provided for in any applicable SEPP, this Agreement and the EMP (Operations).

6.5 Waterway Quality - Maintenance

The Owner must ensure that the EMP (Operations) provides for and is implemented to the satisfaction of the Council as follows:

(a) Water quality must be maintained as follows:

(i) the water quality in the Waterway to be maintained to the satisfaction of the EPA and to the satisfaction of the Council;

(ii) all dredging required within the Waterway or offshore to be undertaken in accordance with the Protocol for Dredging and Disposal of Dredged Material adopted by the EPA in association with other agencies;

(iii) all anti-foulant waste to be disposed of to the satisfaction of the EPA;

(iv) the harbour sewer connection pump out facilities to be operated and maintained to the satisfaction of South East Water;

(v) that chemical dispersal agents are not used to treat spillages of oil or the like except at the express instruction of an authorised officer of the EPA.

(b) All reasonable action must be undertaken to ensure that the water qualify in the Waterway meets the appropriate objective standards of any relevant SEPP as declared by the Governor in Council.

(c) The following must be provided for and implemented:

(i) a trial pumping program to be carried out covering the first 12 months of the Waterway's operation;

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(ii) preparation of a report on the results of the trial pumping program including the duration, in-situ conductivity, temperature and dissolved oxygen levels at the start and end of every pumping episode; the report must also include a pumping strategy for the future to the satisfaction of the Council;

(iii) commencement of the approved pumping strategy immediately after it is approved; and

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(iv) conduct of a maintenance program for the pumping system including the pipeline connecting the pumping station to Port Phillip Bay, that:

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(A) is prepared to the satisfaction of the Council before the Waterway is opened to the sea;

(B) includes regular routine inspection of the pipeline;

(C) does not use any chemical in the pipeline except in accordance with the requirements of the EPA; and

(v) conduct of a groundwater monitoring program in the vicinity of the inland waterways for the collection and testing of groundwater to enable detection of changes to the salinity content of groundwater outside the Waterway, including the frequency of sampling and a reporting programme.

(vi) a copy of all water quality testing, sampling and analysis results including maintenance results of the pumping system is to be kept in a register at the Harbour Master's office that is available for public inspection during office hours and a report showing all results is to be provided to the Council quarterly, by the 21st days of January, April, July and October in respect of the previous quarter.

(vii) if any water quality monitoring result indicates that any applicable declared SEPP objective has not been met, the EPA is to be provided with a copy of that result plus a statement explaining the reason the objective has not been met and any measures taken to correct the problem,

(viii) equipment to deal with spillage of oil or the like in the Waterway is to be kept within the harbour and the Waterway as shown on the Development Plan and not allowed to enter Port Phillip Bay and a person trained and competent in the use of the equipment is to be available at all times.

6.6 Water Quality Monitoring

The Owner must ensure that the EMP (Operations) provides for and is implemented as follows:

(a) To provide to the satisfaction of the Council for an ongoing monitoring programme of the water quality of the Waterway which will commence at a specified time and will:

(i) for the parameters of conductivity, temperature and dissolved oxygen involve at least weekly-in-situ monitoring at eight sites;

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(ii) for the parameters of E Coli, pH, light penetration, toxicants in particular copper, nutrients, aesthetic characteristics, suspended solids and settleable matter involve monthly analysis of water samples;

(iii) involve biological surveys of the Waterway once every four months; and

(iv) for all parameters to be sampled:

(1) include the frequency of sampling and the location, depth and nature of the samples;

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(2) start not more than one week after the Waterway is opened to the sea;

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(3) have all testing conducted under the direction of a laboratory accredited by the National Association of Testing Authorities Australia (NATA) (or equivalent successor body); and

(4) involve a review and possible modification of the monitoring programme after three years operation or when the Owner can demonstrate to the satisfaction of the Council that an earlier review is warranted.

(b) To provide to the satisfaction of the Council and the EPA for the operation of the pumping system to start immediately after any in-situ test result within the Waterway reveals a dissolved oxygen level of 60 per cent saturation or less and continue pumping until subsequent sampling shows the level to be above 60 per cent throughout the Waterway. The 60 per cent mark must be correspondingly increased to comply with any revision of any relevant SEPP objective for dissolved oxygen.

6.7 Foreshore

The EMP (Operations) must provide for protection and maintenance of the Foreshore Maintenance Area. Without limiting the EMP (Operations), the Owner must ensure that the Foreshore Maintenance Area is protected from erosion and disturbance and is maintained in a clean condition to the standard of protection, cleanliness and maintenance adopted by the Council in the adjacent areas of foreshore under the control of the Council or any Public Authority to the satisfaction of the Council.

6.8 Maintenance

(a) The Owner must at all times maintain and keep repaired in a clean, safe and useable condition and otherwise in the manner specified in the EMP (Operations), to the satisfaction of any applicable Public Authority having relevant jurisdiction and also to the satisfaction of the Council:

(i) the Waterway, all wet and dry berths, the underpass, any other boat launching ramps, boat maintenance areas, parking directly associated with the harbour activities, the breakwater groynes, all pumping equipment and the pipeline connecting the pumping station to Port Phillip Bay;

(ii) the harbour sewer connection pump out facilities;

(iii) the erosion prevention and pollution control works installed as part of the Development;

(iv) ensure that the channel is dredged as often as is necessary to maintain its ability to allow the passage of deep keeled craft;

(v) the public access to the Waterway for boats and pedestrians and to the pedestrian and bicycle path and boardwalks, all pedestrian and bicycle paths, the two lane public boat launching and recovery facility and the navigation aids in the Waterway and Port Phillip Bay;

(vi) the underpass, in accordance with the underpass maintenance program included in the EMP (Operations), to the satisfaction of the Council;

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(vii) the permanent groundwater monitoring points in the vicinity of the inland waterways; and

(viii) the Open Space and any other facilities in the Estate that are available for use by the public, except (subject to the foregoing paragraphs) for any roads within the Private Land that become vested in Council upon registration of the Plan of Subdivision.

(b) The Owner must at all times manage and maintain the landscaping in the Estate to the satisfaction of the Council in accordance with the landscaping plan approved by the Council which must be generally in accordance with a landscaping plan which complies with Condition 10.16 of the Permit and is contained in the Development Plan.

(c) The Owner must cause all Maintenance Works to be carried out in accordance with any applicable laws, regulations or SEPPs and in a proper and workmanlike manner, to the satisfaction of any applicable public authority having relevant jurisdiction and also to the satisfaction of the Council.

(d) The Owner acknowledges that its maintenance obligations shall continue in full force and effect notwithstanding that the maintenance obligations may relate to any Open Space or other land transferred to or vested in the Council upon or after registration of the Plan of Subdivision

6.9 Right to make Rules

The Owner acknowledges to the Council that the Body Corporate may make and enforce rules to provide reasonable, safe and appropriate public enjoyment of access to the Waterway for boats and pedestrians and to pedestrian and bicycle paths and boardwalks, the two lane public boat launching and recovery facility and any other boat launching ramps, the navigation aids in the Waterway and Port Phillip Bay, all wet and dry berths, boat maintenance areas, parking directly associated with the harbour activities, the breakwater groynes, all pumping equipment and the pipeline connecting the pumping station to Port Phillip Bay, subject to the approval of the Council, and agrees with the Council to observe and comply with any such rules.

6.10 Owner causing Performance of Obligations

Where under this Clause 6, the Owner is to observe and perform and to cause the observance and performance of an obligation other than as the owner of an individual Lot in relation to that Lot, the Owner shall be deemed to have satisfied and discharged its obligation if the Body Corporate (after its creation) has observed and performed the obligation on behalf of owners generally. The Owner covenants and agrees with the Council that upon registration of the Plan of Subdivision for the Private Land, the Body Corporate (after its creation) on behalf of the Owner will be and is authorised to observe and perform all obligations of the Owner under this Clause 6 and to implement and enforce the EMP (Operations). The Council may rely on this Clause as evidence of such authority and shall not be obliged to enquire into the authority of the Body Corporate for that purpose at the time of any such amendment. Nothing in this Clause may be taken to limit the operation of Clause 2.6.

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7. Design Guidelines

7.1 Procedures

The Owner must ensure that the Design Guidelines at all times contain procedures as required by Clause 6.3.

7.2 Owner to comply with Design Guidelines

(a) The Owner acknowledges that:

(i) residential housing and berths may not be constructed on a Lot on the Estate unless the plans for the housing comply with the Design Guidelines; and

(ii) subject to powers of enforcement vested in Council under Section 126 of the Act, the Design Review Committee shall have sole and absolute discretion to determine whether any plan or design complies with the Design Guidelines.

(b) The Owner must comply with its obligations under the Design Guidelines as the owner of a Lot in the Estate.

8. Authority to Negotiate

Authority to Negotiate

The Owner covenants and agrees with the Council that upon registration of the Plan of Subdivision for the Private Land, the Body Corporate (after its creation) on behalf of the Owner will be and is authorised to negotiate and agree with the Council for any amendment (including any addition, deletion or variation) to the Controlling Documents from time to time without the Council or the Body Corporate being required to obtain agreement regarding amendments from the owners of the Waterfront Lots or the Waterway Lots. The Council may rely on this Clause as evidence of such authority and will not be obliged to enquire into the authority of the Body Corporate for that purpose at the time of any such amendment.

9. Council's Powers

9.1 No Fetter on Powers

This Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with the Development or the Estate or to exercise any statutory discretion.

9.2 Phase 1 Works

If the Owner fails or neglects to carry out or complete the Phase 1 Works as provided for in Clause 5.10 to the satisfaction of the Council:

(a) Give notice and enter

The Council may cause to be served on the Owner a notice in writing (**the notice**) specifying the Works matters and things in respect of which the Owner is in default. Should such default continue for a period of 14 days after the service of the notice (or

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such longer period as may be specified in the notice) and the Owner has not in that time commenced and continued to diligently pursue the carrying out and completion of those Works, matter or things in default to the satisfaction of the Council, the Council may by its officers, employees, agents, works or contractors enter upon the Land and cause the Land to be reinstated or the Works to be constructed or completed and/or make good any faults, defects or failures in the Works which may have developed, appeared or occurred.

(b) Estimated cost of reinstatement or completion of works

Any notice served on the Owner pursuant to Clause 9.2(a) may set out the cost of such reinstatement construction or completion of the Works or maintaining, repairing or making good any faults, defects, or failures as aforesaid, as estimated by an Engineer to the satisfaction of the Council. In the event of the Owner failing:

(i) to comply with the notice within such period for 14 days or such longer period as may be specified in the notice, or

(ii) commencing and continuing to diligently carry out those works, matters, or things in default,

the Council may cause to be served on the Owner a demand in writing for the amount of the cost as estimated as aforesaid and the amount must be paid forthwith (but in any case no later than 30 days after the date of service of the demand) by the Owner to the Council.

(c) Timing and Payment of Demands

The demand may be given before the Council commences any Work under paragraph 9.2(a) or during the period it is carrying out such Works. An additional demand or demands may be served if during the course of works the Engineer determines that the previous estimate was not adequate and that additional cost has been or will be incurred in excess of the amount paid. If the amount is not paid as required, the Council may draw against the Bank Guarantee for such amount.

(d) Certification and payment of difference between actual and estimated cost

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As soon as reasonably possible after the completion of the reinstatement of the Land or the construction, completion or maintenance or such work, the Engineer must certify the actual cost of that reinstatement or work to the Owner. The difference between such actual cost and the estimated cost must be paid by the Owner to the Council or by the Council to the Owner as the case may require.

(e) Payment of actual costs

If the notice served on the Owner pursuant to Clause 9.2(a) does not require the Owner to pay the estimated cost, then the actual cost of any works carried out by or on behalf of the Council pursuant to paragraph 9.2(a) must, subject to paragraph 9.2(f), be paid on demand by the Owner to the Council.

(f) Certification Prima Facie evidence of actual costs

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For the purpose of paragraphs 9.2(d) and 9.2(e), the certification of the Engineer as to the amount of the actual costs will be prima facie evidence of those actual costs. The

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Council must provide reasonable particulars of the actual of estimated costs as may be required by the Owner. Any dispute as to the actual costs must be resolved under clause 12.

(g) Bank Guarantee Drawdown

A drawdown of the Bank Guarantee shall be deemed to be a payment by the Owner under clauses 9.2(d) and 9.2(e).

(h) Appeals

The certification by the Engineer of the actual or estimated cost of any Works or of any other matter is, and is deemed to be, a matter is done by the Council to its satisfaction. The purpose of this clause is to ensure (and the parties agree) that, to the extent permitted by the Act, any dispute in relation to clause 9.2(f) will be determined by the Tribunal pursuant to Section 149(1)(b) of the Act. Nothing in this clause purports to limit the jurisdiction of any Court.

9.3 Responsibilities under clause 6

If the Owner fails or neglects to carry out its obligations and responsibilities as provided for in clause 6:

(a) Give notice and enter

The Council may cause to be served on the Owner a notice in writing (**the notice**) specifying the works matters and things in respect of which the Owner is in default. Should such default continue for a period of 14 days after the service of the notice (or such longer period as may be specified in the notice) and the Owner has not in that time commenced and continued to diligently pursue the carrying out and completion of those Works, matter or things in default; the Council may by its officers, employees, agents, works or contractors enter upon the Land and cause the Land to be reinstated or the Works to be constructed or completed and/or make good any faults, defects or failures in the works which may have developed, appeared or occurred.

(b) Estimated cost of reinstatement or completion works

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Any notice served on the Owner pursuant to Clause 9.3(a) may set out the cost as estimated by the Engineer to the satisfaction of the Council of such reinstatement, Construction or completion of the Works or maintaining, repairing or making good any such faults, defects, or failures. In the event of the Owner failing:

(i) to comply with the notice within such period for 14 days or such longer period as may be specified in the notice, or

(ii) commencing and continuing to diligently carry out those Works, matters, or things in default,

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the Council may cause to be served on the Owner a demand in writing for the amount of the cost as estimated and the amount must be paid by the Owner to the Council within 30 days of the date of such demand.

(c) Certification and payment of difference between actual and estimated cost

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As soon as reasonably possible after the completion of the reinstatement of the Land or the construction, completion or maintenance of such Work, the Engineer must certify the actual cost of that reinstatement or Work to the Owner. The difference between such actual cost and the estimated cost must be paid by the Owner to the Council or by the Council to the Owner as the case may require.

(d) **Payment of actual costs**

If the notice served on the Owner pursuant to Clause 9.3(a) does not require the Owner to pay the estimated cost, then the actual cost of any works carried out by or on behalf of the Council pursuant to Clause 9.3(a) must, subject to paragraph 9.2(f), be paid on demand by the Owner to the Council.

(e) **Certification Prima Facie evidence of actual costs**

For the purpose of Clauses 9.3(c) and 9.3(d), the certification of the Engineer as to the amount of the actual costs will be prima facie evidence of those actual costs. The Council shall provide reasonable particulars of the actual or estimated costs as may be required by the Owner. Any dispute as to the actual costs must be resolved under Clause 12.

(f) **Bank Guarantee Drawdown**

A drawdown of the Bank Guarantee shall be deemed to be a payment by the Owner under clauses 9.3(c) and 9.3(d).

(g) **Appeals**

The certification by the Engineer of the actual or estimated cost of any works or of any other matter is, and is deemed to be, a matter is done by the Council to its satisfaction. The purpose of this clause is to enable (and the parties agree) that, to the extent permitted by the Act, any dispute in relation to clauses 9.3(c) be determined by the Tribunal pursuant to Section 149(1)(b) of the Act. Nothing in this clause purports to limit the jurisdiction of any Court.

10. Non-Compliance by Owner

Subject to Clause 9.3 which will apply in relation to the matters dealt with in that clause, if the Owner has not complied with this Agreement within 30 days after service of a notice by the Council specifying any non-compliance by the Owner with its obligations under this Agreement, the Owner covenants:

(a) to allow the Council, its officers, employees, contractors or agents to enter the Land or (after registration of the Plan of Subdivision) the Subject Lot and rectify the non-compliance;

(b) to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the non-compliance which (until paid) are and remain a charge on the Private Land or (after registration of the Plan of Subdivision) the Subject Lot;

(c) to accept a certificate signed by the Chief Executive of the Council (or nominee of the Chief Executive) as a prima facie evidence of the costs and expanses incurred by the Council in rectifying the Owner's non-compliance with this Agreement; and

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(d) to pay interest at the rate of 2% above the rate prescribed under the *Penalty Interest Rates Act 1983* on all monies outstanding by the Owner pursuant to its obligations under this Agreement, until they are paid in full.

11. Indemnity

11.1 General

The Owner covenants and agrees to indemnify and keep indemnified the Council from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from the Owner failing to comply with this Agreement.

11.2 Phase 1 Works

Without limiting clause 11.1, the Owner covenants and agrees that it will indemnify and keep indemnified the Council, its officers, agents, workers and contractors from and against all costs, expenses, losses or damages whatsoever which the Council, its officers, agents, workers and contractors may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever, arising from or referable to the construction of the Phase 1 Works. In particular, this indemnity shall apply to any action by owners of properties adjacent to or in the vicinity of the Land.

12. Disputes

(a) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.

(b) If there is a dispute concerning any matter which is not referrable to the Tribunal under the Act, that dispute may be referred for arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Administrator of the Victorian branch of The Institute of Arbitrators & Mediators Australia or his nominee, for arbitration.

(c) Where provision is made in this Agreement that any matter must be done to the satisfaction of or be approved by Council, the EPA or a Minister, Referral Authority under Section 55 of the Act or other public Authority (**Specified Bodies**) or must not be done without the consent of such Specified Bodies and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.

(d) The parties must be entitled to legal representation for the purposes of any arbitration or referral referred to in foregoing paragraphs, unless the arbitrator, chairman, nominee or Tribunal otherwise directs, each party must bear its own costs.

13. Registration

13.1 Registration on Title to the Private Land

The Owner covenants to:

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(a) consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Registrar on the folio of the Register which relates to the Private Land in accordance with Section 181 of the Act, and

(b) do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or producing the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

13.2 Mortgagee to be Bound

The Owner must obtain the consent of any mortgagee of the Owner to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Private Land.

14. Miscellaneous

14.1 Costs & Expenses

The Owner will immediately pay to the Council, the 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.

14.2 Notices

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

(a) by delivering it personally on that party; or

(b) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to or

(c) 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 pre paid post.

14.3 Service

A notice or other communication is deemed served:

(a) if delivered personally on a business day, on that day, and otherwise on the next business day;

(b) if posted within Australia to an Australian address, 2 business days after the date of posting, and in any other case, 5 business days after the date of posting;

(c) if sent by facsimile, an the next business day unless the receiving party has requested retransmission before the end of that day;

(d) if received after 5.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

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14.4 Waiver

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

14.5 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 remain operative.

14.6 Council Access

The Owner agrees to allow the Responsible Authority to enter the Land {but not any Dwelling) at any time between the hours of 9.00 am and 5.00 pm to assess compliance with this Agreement following two (2) days written notice from Council to the Owner.

14.7 Further Assurances

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

14.8 Owner's Warranty

Without limiting the operation or effect which this Agreement has, the Owner warrants that as at the execution of this Agreement, 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 Private Land.

14.9 Amendment

Subject to the consent of the Minister, the parties may agree in writing to amend this Agreement.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by **RAYMOND JOHN WEBB, (Manager Statutory Planning)**, pursuant to an Instrument of Delegation authorised by Resolution of Mornington Peninsula Shire Council, in the presence of:

RAYMOND JOHN WEBB

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Witness

10 Royal Road Bonbeach
Address

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EXECUTED by MARINA COVE PTY LTD ACN 098 177 916 of Level 10, 416 Collins Street, Melbourne Victoria, 3000 pursuant to Section 127 of the Corporations Act 2001:

Signature of Director

Signature of Director/Secretary

PHIL SULLIVAN
Name of Director (Block Letters)

PETER TRATHEN
Name of Director/Secretary (Block Letters)

227 MONACO ST BROADBEACH WATERS
Address of Director (Block Letters)

7 HERMITAGE CLOSE ASHMORE.
Address of Director/Secretary (Block Letters)

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Schedule 1

List of Certificates of Title Comprising the Land

Part 1 - land of which the Owner is registered proprietor

No.	Vol.	Fol.	Lot	Plan
1.	10775	071		PC366828N
2.	8092	688	1 & 2	TP337768R
3.	10857	255	1	PS520104N
4.	10775	072	Roads	LP081223
5.	10775	073	R1	LP053070

Part 2 - land currently owned by Council and to be acquired by the Owner

No.	Address	Vol.	Fol.	Lot	Plan
6.	Part of Dromana Pde	3012	344	Part of Jamieson's Special Crown Survey, shown on 4291	
7.	Part of Dromana Pde	5355	994	Part of Jamieson's Special Crown Survey, shown on 4291	

Part 3 – land currently owned by Council, part of which is to be leased by Owner

No.	Address	Vol.	Fol.	Lot	Plan
8.	Foreshore	3865	931	Part of Jamieson's Special Crown Survey	
9.	Part of Marine Drive	3765	865	Part of Jamieson's Special Crown Survey	

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MORTGAGEE'S CONSENT

THE PUBLIC TRUSTEE OF QUEENSLAND ABN 12 676 939 467 as Mortgagee of registered Mortgage No AB500235E and **CITY PACIFIC LTD ACN 098 177 916** as Mortgagee of registered Mortgage No AB500236C (**Mortgagees**) consent to Marina Cove Pty Ltd ACN 098 177 916 entering into the Section 173 Agreement with Mornington Peninsula Shire Council (**s173 Agreement**) and agree to be bound by the terms and conditions of the s173 Agreement as if the Mortgagees were the Owner of the Land.

Execution

SIGNED by THE PUBLIC TRUSTEE OF QUEENSLAND ABN 12 676 939 467 by:

S Burger
.....
Signature of Witness

SASCHA RENEE BURGER
Name of Witness (Block Letters)

66 NERANG ST SOUTHPORT
Address of Witness (Block Letters)

SOLICITOR
Occupation of Witness (Block Letters)

.....
Signature of ROBERT JOHN CLARE
AS DELEGATE FOR THE PUBLIC TRUSTEE OF QUEENSLAND UNDER SECTION 11A OF THE PUBLIC TRUSTEE ACT 1978

EXECUTED by CITY PACIFIC LTD ACN 098 177 916 by:

.....
Signature of Director

STUART HANDLEY KISSICK
Name of Director
(Block Letters)

20 LEBHOLZ DR BENOWA WATERS
Address of Director

.....
Signature of Director

PHILIP KEITH SULLIVAN
Name of Director
(Block Letters)

227 MONACO ST, BROADBEACH WATERS
Address of Director

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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Privacy Collection Statement

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Lodged by

Name: HWL EBSWORTH LAWYERS

Phone: (03) 8644 3453

Address: LEVEL 26, 530 COLLINS STREET, MELBOURNE VIC 3000

Reference: MP:876529

Customer code: 985X

The responsible 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.

Land:(volume and folio)

VOLUME 11011 FOLIO 489 now C-T · 12010-574 to 580 (B1)

Responsible authority:(full name and address, including postcode)

MORNINGTON PENINSULA SHIRE COUNCIL

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

YES

Signing:

DAVID LESLIE RAMSAY
Level 12, 469 La Trobe Street
Melbourne, Victoria 3000
An Australian Legal Practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

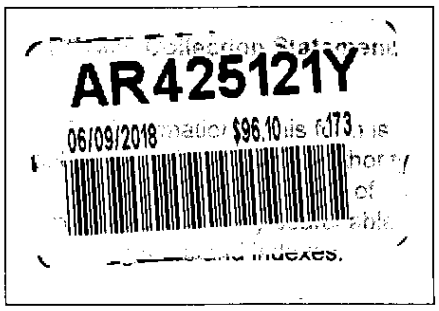
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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Certifications

1.The Certifier has taken reasonable steps to verify the identity of the applicant.

2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3.The Certifier has retained the evidence supporting this Registry Instrument or Document.

4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MORNINGTON PENINSULA SHIRE COUNCIL
Signer Name	DAVID RAMSAY
Signer Organisation	RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Signature	
Execution Date	31 AUGUST 2018

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Russell Kennedy
Lawyers

MORNINGTON PENINSULA SHIRE COUNCIL

and

DENARKE PTY LTD AS TRUSTEE FOR THE MARTHA COVE NO 1 VINEYARD TRUST

AGREEMENT MADE PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Property: Lot S26 on PS 435310J (for Lot S306)

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T **+61 3 9609 1555** F + 61 3 9609 1600 info@rk.com.au

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THIS AGREEMENT is made on 21 AUGUST 2018

PARTIES

1 **MORNINGTON PENINSULA SHIRE COUNCIL**
of Municipal Offices, 2 Queen Street, Mornington, Victoria 3931
("**Council**")

2 **DENARKE PTY LTD ATF MARTHA COVE NO 1 VINEYARD TRUST**
ABN 13 156 249 051
of 77 Castlereagh Street, Sydney, New South Wales 2000
("**Owner**")

RECITALS

A The Council is the responsible authority under the Act for the Scheme.

B The Owner is registered or is entitled to be registered as proprietor of the Land.

C Condition 10.16.6 of the Permit provides as follows:

"Prior to the issue of a Statement of Compliance for any stage of subdivision (as applicable) landscape plans prepared by a qualified Landscape Architect must be submitted to the Responsible Authority for approval. Landscaping works associated with a stage may be bonded at the time that a Statement of Compliance is sought if incomplete at that time."

D The Land is encumbered by mortgage number AM49806D in which MTGRP, L.L.C is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.

E This Agreement has been entered into in order to:

- require the landscaping and public realm works to be undertaken as required by condition 10.16.6 of the Permit;
- prohibit, restrict or regulate the use or development of the Land;
- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

F This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

1.1 "**Act**" means the *Planning and Environment Act 1987.*

1.2 "**Agreement**" means this Agreement, including the recitals and any annexures to this Agreement.

1.3 "**Business Day**" means Monday to Friday excluding public holidays in Victoria.

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1.4 "**Common Property**" has the same meaning as in the *Owners Corporation Act 2006*.

1.5 "**Endorsed Plan**" means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.

1.6 "**Land**" means the land within the Scheme described as Lot S26 on PS 435310J being the whole of the land contained in certificate of title volume 11011 Folio 489. A reference to the Land includes any Lot or Common Property created by the subdivision of the Land or any part of it.

1.7 "**Lot**" has the same meaning as in the *Subdivision Act 1988*.

1.8 "**Martha Cove Marina Village – Stages 1 & 2 Plan**" means plan number 36780 R01 Rev H Sheet 1 of 39, Sheet 03 of 39 and Sheet 04 of 39 prepared by Watsons dated 20/12/2017 and includes the Typical Pavement Cross Sections and Detail Plan – Sheet 1- R03 & Service Offsets Table - R04.

1.9 "**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 Land or any part of it.

1.10 "**Permit**" means planning permit P99/0570.31 authorising the use and development of a harbour residential project issued by Council 22 June 1999.

1.11 "**Scheme**" means the Mornington Peninsula Planning Scheme or any other planning scheme which applies to the Land from time to time.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement ends in accordance with the Act.

3.2 Removal of Agreement

3.2.1 The parties acknowledge and agree that after registration of this Agreement with the Registrar of Titles the Owner will register:

(a) PS435310J/S207, as may be changed from time to time (**First Plan**);

(b) PS803162W, as may be changed from time to time (**Second Plan**); and

(c) PS803162W/S2, as may be varied from time to time (**Third Plan**);

3.2.2 Copies of the First Plan, Second Plan and Third Plan are annexed in Annexure B.

3.2.3 The intention of the parties is that this Agreement will be registered only on the Certificate of Title for Lot S306 on the Second Plan.

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3.2.4 Accordingly, promptly after registration of the:

(a) First Plan, Council must remove this Agreement from the Certificate of Title for all lots on the First Plan other than Lot S306;

(b) Second Plan, Council must remove this Agreement from the Certificate of Title for all lots on the Second Plan; and

(c) Third Plan, Council must remove this Agreement from the Certificate of Title for all lots on the Third Plan.

3.3 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the Register.

4 OWNER'S COVENANTS

4.1 The Owner covenants and agrees that the following works must be undertaken to the satisfaction of the Council in accordance with the schedule of works required under 'LEGEND' in the plan prepared by Watsons attached as **Annexure A** (Plan number 36780 BZ01 Revision B dated March 2018) prior to the issue of a statement of compliance for Lot S306 on PS 803162W:

4.2 In Castaway Street, Scandia Way a plain footpath must be constructed with an area of 563m2 and must be completed in accordance with the Martha Cove Marina Village – Stages 1 & 2 Plan within 18 months from the date of this Agreement.

4.3 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.4 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.5 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

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4.6 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.7 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referrable to any non-compliance with this Agreement by the Owner.

4.8 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

4.8.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

4.8.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;

4.8.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

4.8.4 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum.

4.9 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.10 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.11 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

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4.12 Owner's warranty

The Owner warrants and covenants that:

4.12.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

4.12.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Land Act 1958*;

4.12.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

4.12.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

4.12.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.4 Enforcement and severability

5.4.1 This Agreement shall operate as a deed between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be

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unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

5.4.2 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 shall be severed and the other provisions of this Agreement shall remain operative.

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

6.1.1 personally on the person;

6.1.2 by leaving it at the person's address set out in this Agreement;

6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

6.1.4 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

6.2.1 if served personally or left at the person's address, upon service;

6.2.2 if posted within Australia to an Australian address, two Business Days after posting;

6.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

7.1 the singular includes the plural and vice versa;

7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

7.5 words importing one gender include other genders;

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7.6 other grammatical forms of defined words or expressions have corresponding meanings;

7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

7.7.1 two or more parties; or

7.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;

7.12 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;

7.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

8 LIMITATION OF LIABILITY

8.1 Denarke Pty Limited (ACN 002 424 384) (**Denarke**) enters into this Agreement only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Agreement is limited to and can be enforced against Denarke only to the extent to which Denarke is entitled to be indemnified out of the assets of the Trust under the trust deed or at law. This limitation of Denarke's liability applies despite any other provision of this Agreement except to the extent provided in clause 8.3 and extends to all liability and obligations of Denarke in any way connected with any representation, warranty, conduct, omission, deed or transaction related to this Agreement.

8.2 The parties may not sue Denarke personally or seek the appointment of a liquidator, administrator, receiver or similar person to Denarke or prove in any liquidation, administration or arrangement of or affecting Denarke personally.

8.3 The provisions of this clause 8 do not apply to any obligation or liability of Denarke to the extent that it is not satisfied because under the trust deed or by operation of law there is a reduction in the extent of Denarke's right of indemnification out of the assets of the Trust in respect of its obligations under this Agreement as a result of Denarke's fraud, negligence or breach of trust.

8.4 No attorney, agent, receiver or receiver and manager appointed in accordance with this Agreement or otherwise has authority to act on behalf of Denarke in a

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way which exposes Denarke to any personal liability and no act or omission of any such person will be considered fraud, negligence or breach of trust of Denarke for the purpose of clause 8.3.

8.5 Denarke is not obliged to do or refrain from doing anything under this contract unless its liability is limited in the same manner as set out in this clause 8.

8.6 All of the terms, clauses and conditions of this contract are subject to this clause 8.

8.7 In this clause 8, "**Trust**" means the Martha Cove No. 1 Vineyard Trust.

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EXECUTED as a deed of agreement under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by:)
LUCAS GARDINER)
on behalf of the Mornington Peninsula Shire Council, pursuant to an Instrument of Delegation authorised by Resolution of the Mornington Peninsula Shire Council in the presence of:)

Witness

BETH HUGHES
Print Name

EXECUTED by **DENARKE PTY LTD** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by being signed by authorised persons:)

Director

Amber Suzanne Warren
Full Name

77 Castlereagh St, Sydney
Usual Address

*Director/company secretary
*Delete whichever is inapplicable

CHRISTOPHER HANNIN
Full Name

77 Castlereagh St, Sydney
Usual Address

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MORTGAGEE'S CONSENT

MTGRP, L.L.C as Mortgagee under Mortgage no. **AM049806D** which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

Executed for and on behalf of MTGRP, L.L.C.)
in the presence of)
)
)
)

Tan Ching Chek
Vice President

Signature
Name of Witness: Teo Ah Hiong
Address: c/o 220 Orchard Road, #05-01 Midpoint Orchard, Singapore 238852

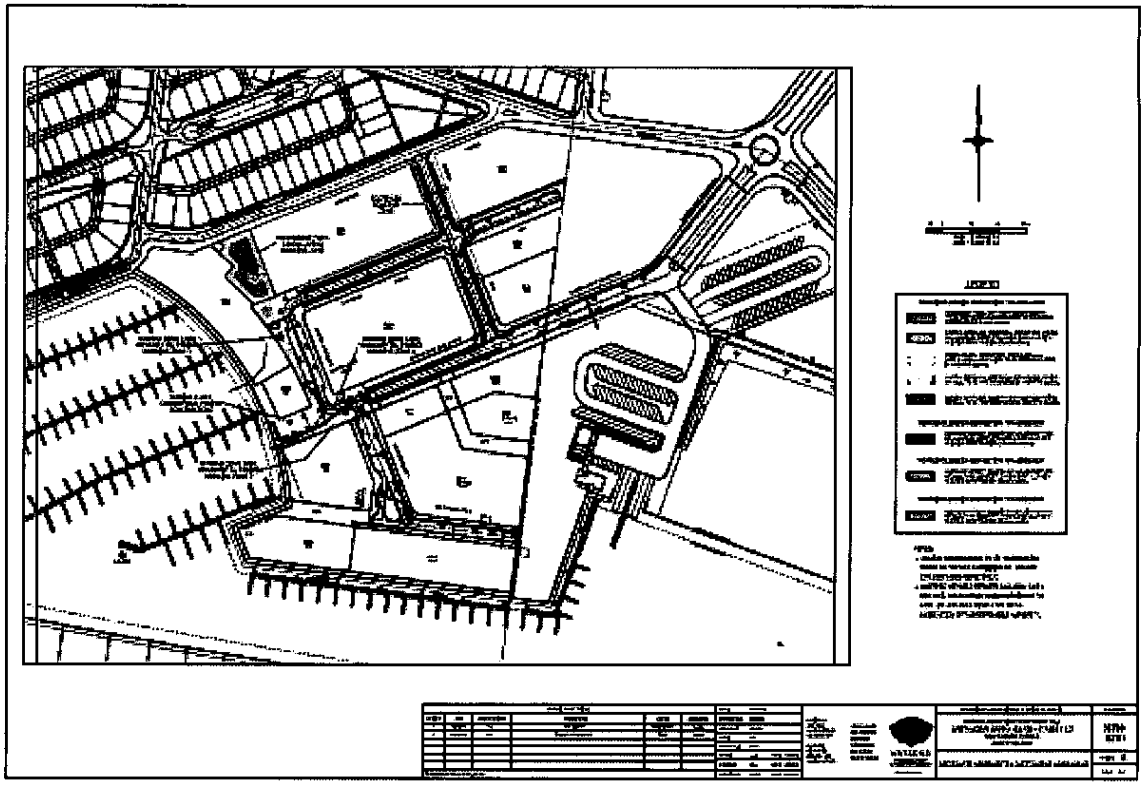
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ANNEXURE A

Copy of Plan number 36780 BZ01 Revision B dated March 2018 prepared by Watsons



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ANNEXURE B

Copy of First Plan, Second Plan and Third Plan

PLAN OF SUBDIVISION	LV use only EDITION	Plan Number PS435310J/S207

Location of Land
Parish: Kangerong
Jamieson's Crown Special Survey (Part)

Title Reference: Vol. Fol.

Last Plan Reference: Lots S22, S23 & S24 PS 435310J
Lot S26 PS 435310J

Postal Address: Marine Drive
(at time of subdivision) Safety Beach 3936

MGA Co-ordinates: E 325 850 Zone: 55
(of approx. centre of land in plan) N 5 758 350 GDA 94

Council Name: Mornington Peninsula Shire

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Road R-26	Mornington Peninsula Shire Council
Reserve No.45	United Energy Distribution Pty Ltd

NOTATIONS

Depth Limitation : Does not apply.

Survey This plan is/is-not based on survey
This survey has been connected to permanent marks no(s) 148, 192, 194, 287, 288, 289, 290, 295, 296, 299, 300, 303, 430, 435, 537 in Proclaimed Survey Area No. 73

Staging This is/is-not a staged subdivision
Planning Permit No. P99-0570

NOTATIONS

Lots S2 to S205 (Both inclusive), S210 to S305 (Both inclusive), and S308 have been omitted from this stage.

Lots on this Plan may be affected by one or more Owners Corporations.

* * * To provide structural support through rock, geo grid & compacted back fill for the Revetment Wall on the benched land.

Estate: MARTHA COVE
Development No.: -
No. of Lots: -
Area: -
Metreage: 150 H10

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	Support * * * See Definition Hereon	See Diag.	PS 435310J Stage 8	Common Property No.1
E-50	Sewerage	See Diag.	This Plan	South East Water Corporation

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
[illegible]

REF 56780/RLotsA

ORIGINAL SHEET SIZE A3

SHEET 1 OF 3 SHEETS

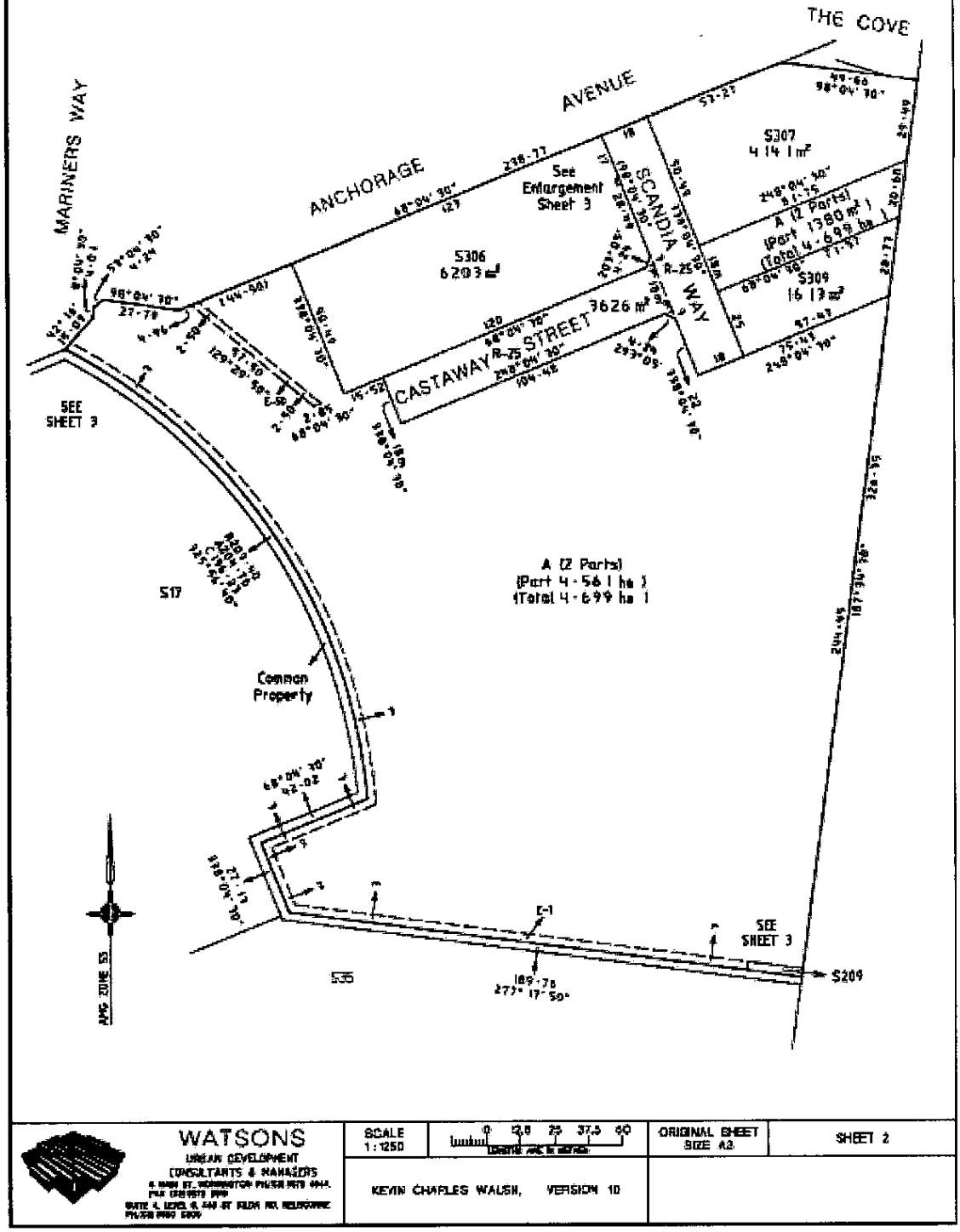
KEVIN CHARLES WALSH, VERSION 10

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AR425121Y

Plan Number
PS 435310J/S207



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS	SCALE 1:1250	ORIGINAL SHEET SIZE A2	SHEET 2
	KEVIN CHARLES WALSH, VERSION 10		

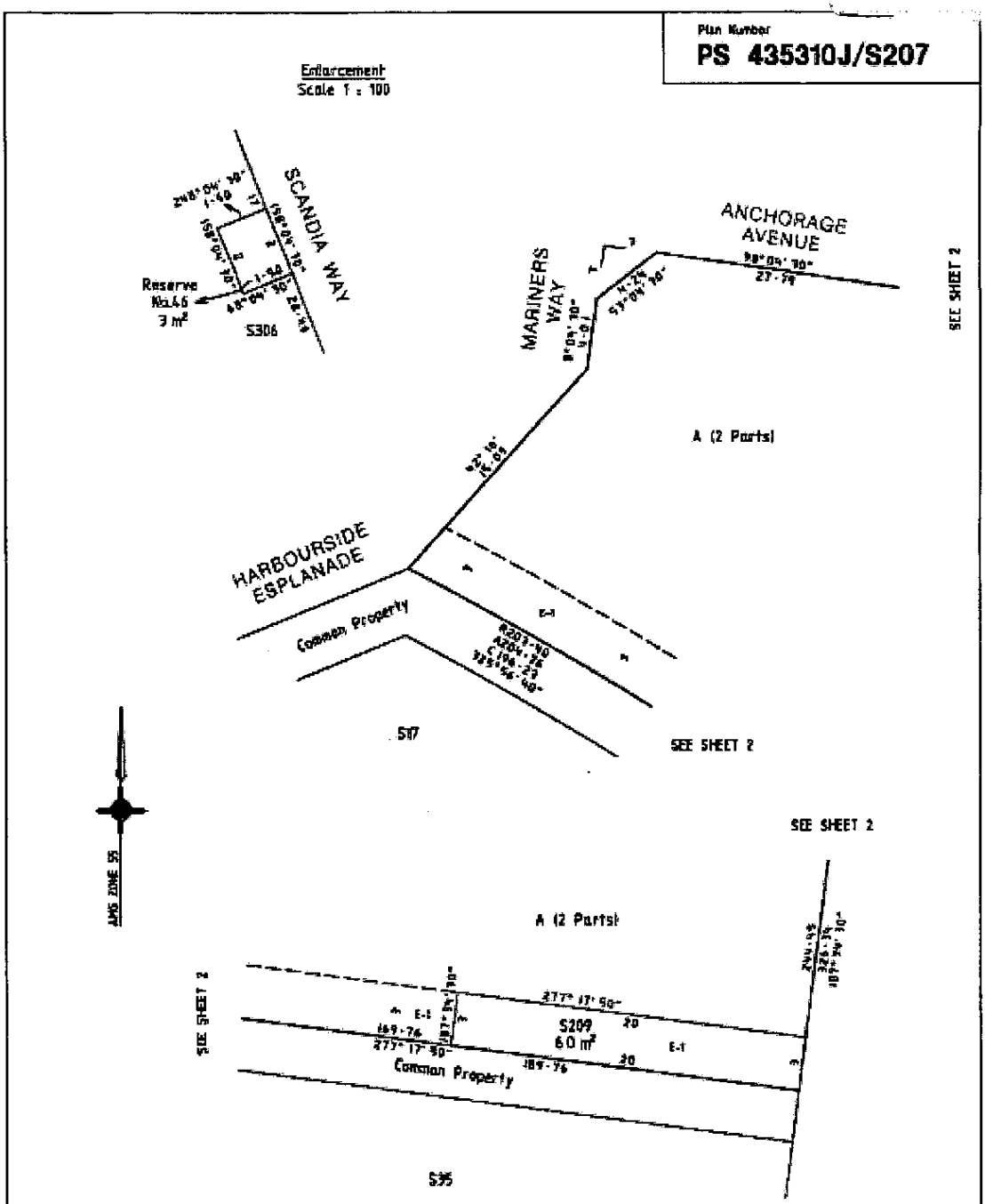
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Plan Number
PS 435310J/S207

Enlargement
Scale 1 : 100



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS	SCALE 1:200	ORIGINAL SHEET SIZE A2	SHEET 3
	KEVIN CHARLES WALSH. VERSION 10		

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OWNERS CORPORATION SCHEDULE

PS435310J/S207

Owners Corporation No.	1	Plan No. PS435310J/S207
Land affected by Owners Corporation	Lots:	ALL LAND AFFECTED BY OWNERS CORPORATION 1 ON PREVIOUS STAGES OF THIS PLAN AND ALL OF THE LOTS IN THE TABLE BELOW
	Common Property No.:	1, 2, 3 & 4
Limitations of Owners Corporation:	UNLIMITED	
Notations		

Totals		
	Entitlement	Liability
This schedule	4	4
Previous stages	9125	9125
Overall Total	9129	9129

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
9328	1	1									
9326	1	1									
9327	1	1									
9330	1	1									

WATSONS
BEDAS SURVEYORS
CONSULTANTS & PLANNERS

SURVEYORS FILE REFERENCE: 35780

SHEET 1 of 1

ORIGINAL SHEET SIZE: A3

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PLAN OF SUBDIVISION

EDITION

PS 803162W

Location of Land

Parish: Kangerong

Jamieson's Crown Special Survey (Part)

Title References: Vol. Fol.

Last Plan Reference: Lot A PS 435210J

Postal Address: Marine Drive
(at time of subdivision) Safety Beach 3936

MGA Co-ordinates: E 309 980 Zone: 55
(of approx centre of land in plan) N 5 738 350 GDA 94

Council Name: Mornington Peninsula Shire

Creating of Roads and/or Reserves

Identifier	Council/Body/Person
Road R-1	Mornington Peninsula Shire Council
Reserve No.1	United Energy Distribution Pty Ltd
Reserve No.2	Mornington Peninsula Shire Council
Reserve No.3	United Energy Distribution Pty Ltd
Reserve No.4	United Energy Distribution Pty Ltd

NOTATIONS

Depth Limitation: Does not apply.

Survey: This plan is/is not based on survey.

This survey has been connected to permanent marks nos(s) 163, 164, 284, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 302, 303, 304, 305, 307 in Parish/General Survey Area no. 13

Staging: This is/is not a staged subdivision
Planning Permit No. 2020/0210

NOTATIONS

Less All on 8302 (Area Included), 8303 to 8307 (Area Included), and 8309 have been omitted from this plan.

Common Property CP No.1 refers to Common Property No.1

Lots on this Plan may be affected by one or more Owners Corporations.

Lot 8308 provides structural support through walls, and grid & suspended floor for the Powerhouse that is on the boundary line.

Part of Common Property No.1 consists of a privately owned Substation Plant.

Area: Mornington (Shire)
Development No.: -
No. of Lots: -
Area: -
Purpose: Not Hot

EASEMENT INFORMATION

Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
R-1, R-3 & R-4	Support & for the Distribution Network	See Diag.	PS 435210J	Common Property No.1 on PS 435210J
E-1, E-2 & E-5	Carriageway	See Diag.	This Plan	Mornington Peninsula Shire Council
E-4	Sewerage	See Diag.	PS 435210J	South East Water Corporation
E-3	Sewerage	See Diag.	This Plan	South East Water Corporation
E-6, E-8 & E-9	Supply of Water (through underground pipes)	See Diag.	This Plan	South East Water Corporation
E-7 & E-8	Drainage	See Diag.	This Plan	Mornington Peninsula Shire Council
R-2 & R-5	Powerline	See Diag.	This Plan Section 88 Electricity Industry Act 2000	United Energy Distribution Pty Ltd

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CONSULTANTS & MANAGERS

REF 36760

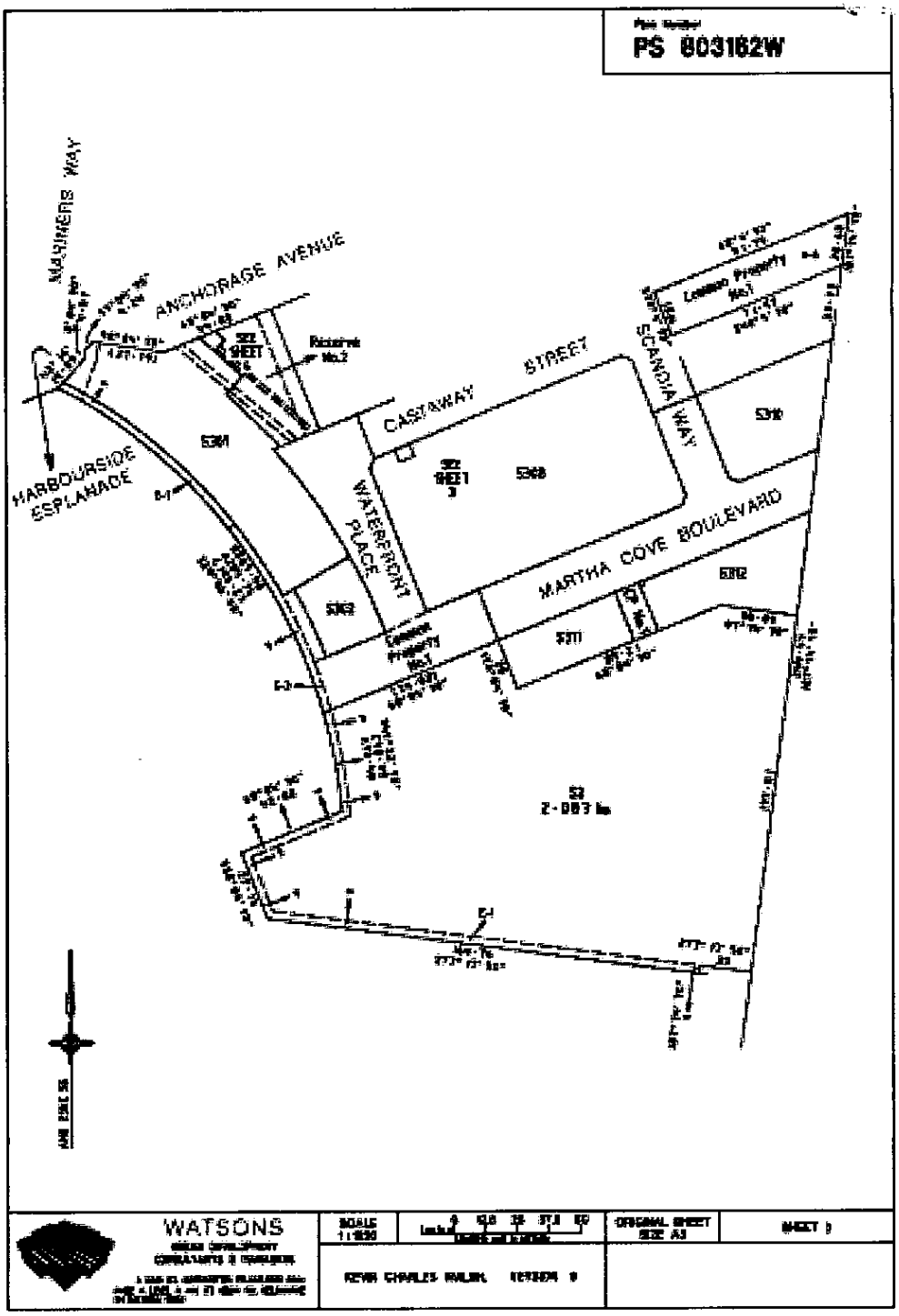
ORIGINAL SHEET SIZE A3

SHEET 1 OF 1 SHEETS

KEVIN CHARLES WALSH 1215529 9

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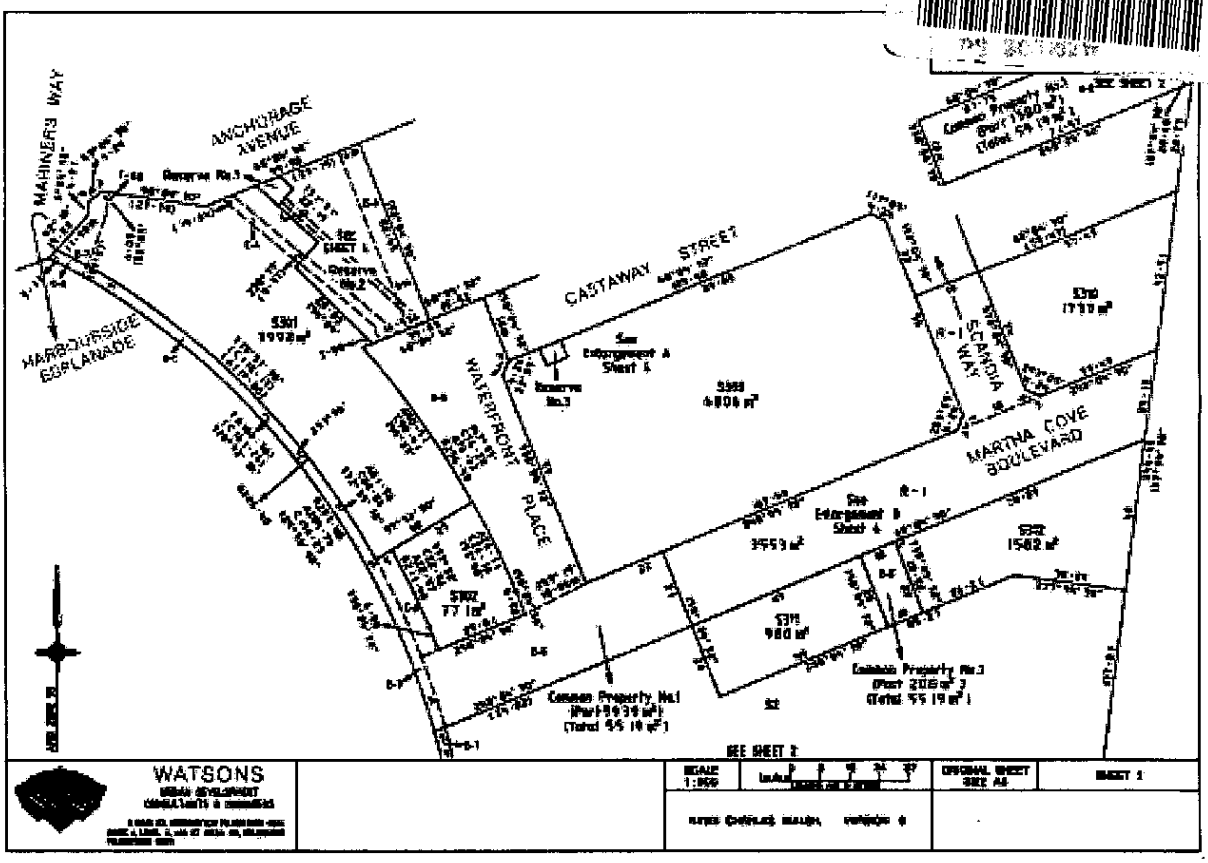
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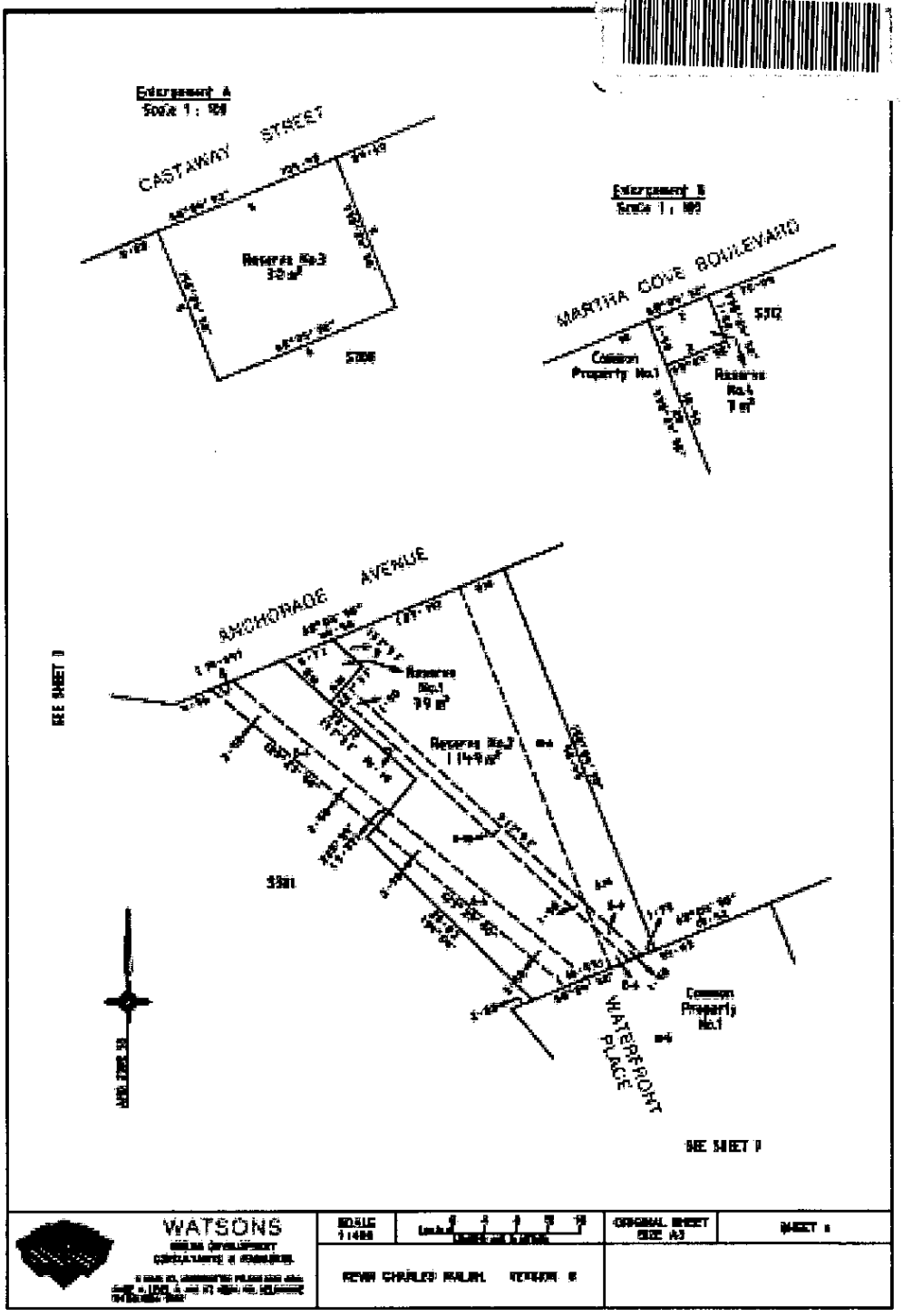
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OWNERS CORPORATION SCHEDULE

PS803162W

Owners Corporation No.	1	Plan No.	PS803162W
Land affected by Owners Corporation	Lots	ALL OF THE LOTS IN THE PLAN BELOW	
	Common Property No.	1	
Limitations of Owners Corporation	UNLIMITED		

Notations

Totals		
	Entitlement	Liability
This schedule	7	7
Previous stages	10	10
Overall Total	7	7

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
801	1	1									
802	1	1									
803	1	1									
804	1	1									
805	1	1									
806	1	1									
807	1	1									

WATSONS

SURVEYOR'S FILE REFERENCE: 8016

SHEET 1 of 1

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

LV use only
EDITION

Location of Land

Parish: Kangerong
Jamieson's Crown Special Survey (Part)

Title Reference: Vol Fol

Last Plan Reference: Lot 52 PS 803162W

Postal Address: Marine Drive
(at time of subdivision) Safety Beach 3936

MGA Co-ordinates: E 325 640 Zone: 55
(of approx. centre of land in plan) N 5 756 240 GDA 94

Council Name: Mornington Peninsula Shire

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Road R-2	Mornington Peninsula Shire Council
Reserve No.5	United Energy Distribution Pty Ltd
Reserve No.6	United Energy Distribution Pty Ltd

NOTATIONS

Depth Limitation : Does not apply.

Survey: This plan is/is not based on survey.
This survey has been connected to permanent marks no(s) 140, 182, 194, 287, 288, 289, 290, 295, 296, 299, 300, 303, 430, 435, 537 in Prescribed Survey Area No.73

Staging: This is/is not a staged subdivision
Planning Permit No. P99-0570

NOTATIONS

Lots 97 to 3107 (both inclusive) & 3306 to 3312 (both inclusive) have been omitted from this plan.

Lots on this Plan may be affected by one or more Owners Corporations.

To provide structural support through rock, geo grid & compacted back fill for Sea Revetment Wall on the benefited land.

Estate: MARTHA COVE
Development No.: -
No. of Lots: -
Area: -
Melways: 150 H10

EASEMENT INFORMATION

Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in the plan

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-3	Support # # # See Definition Herein	See Diag.	PS 435310J	Common Property No.1 on PS 435310J
E-2, E-3 & E-5	Carriageway	See Diag.	This Plan	Mornington Peninsula Shire Council
E-4	Sewerage	See Diag.	This Plan	South East Water Corporation
E-4	Supply of Water through underground pipes	See Diag.	This Plan	South East Water Corporation

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
[illegible]

REF 56780/Stg1

KEVIN CHARLES WALSH. VERSION 6

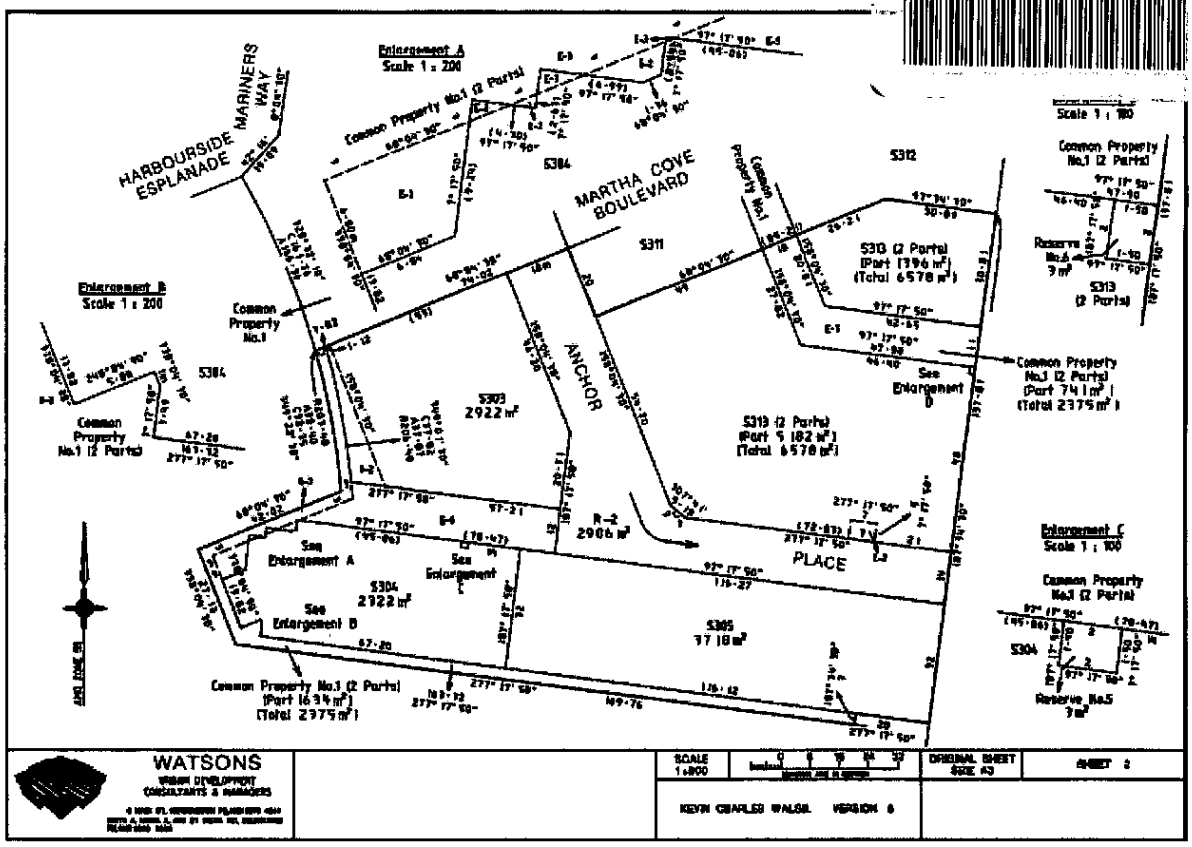
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OWNERS CORPORATION SCHEDULE

Owners Corporation No.	1	Plan No.	PS803163W(2)
Land affected by Owners Corporation	Lots:	ALL LAND AFFECTED BY OWNERS CORPORATION 1 ON PREVIOUS STAGES OF THIS PLAN AND ALL OF THE LOTS IN THE TABLE BELOW	
	Common Property No.:	1	
Limitations of Owners Corporation:	UNLIMITED		

Notations

Totals		
	Entitlement	Liability
This schedule	4	4
Previous stages	6	6
Overall Total	10	10

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
5303	1	1									
5304	1	1									
5308	1	1									
5313	1	1									

WATSONS
SURVEYORS TOWN PLANNERS & MANAGERS

SURVEYORS FILE REFERENCE: 38780/Stg3

SHEET 1 of 1

ORIGINAL SHEET SIZE: A3

KEVIN CHARLES WALSH, VERSION 6

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Document Type	**Instrument**
Document Identification	**AR425120B**
Number of Pages (excluding this cover sheet)	**23**
Document Assembled	**17/11/2022 16:15**

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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Lodged by

Name: HWL EBSWORTH LAWYERS

Phone: (03) 8644 3453

Address: LEVEL 26, 530 COLLINS STREET, MELBOURNE VIC 3000

Reference: MP:876529

Customer code: 985X

The responsible 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.

Land:(volume and folio)

VOLUME 11011 FOLIO 489 now CT 12010-574 to 12010-580 (Bi)

Responsible authority:(full name and address, including postcode)

MORNINGTON PENINSULA SHIRE COUNCIL

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

YES

Signing:

DAVID LESLIE RAMSAY
Level 12, 469 La Trobe Street
Melbourne, Victoria 3000
An Australian Legal Practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

35271702A

181PEA

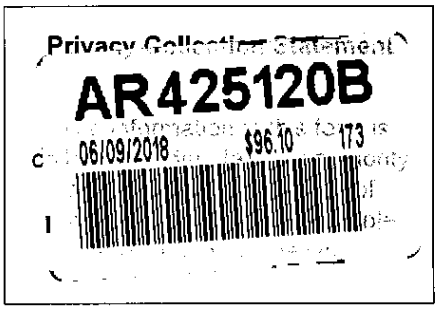
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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Certifications

1.The Certifier has taken reasonable steps to verify the identity of the applicant.

2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3.The Certifier has retained the evidence supporting this Registry Instrument or Document.

4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MORNINGTON PENINSULA SHIRE COUNCIL
Signer Name	DAVID RAMSAY
Signer Organisation	RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Signature	
Execution Date	31 AUGUST 2018

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Russell Kennedy Lawyers

MORNINGTON PENINSULA SHIRE COUNCIL

and

DENARKE PTY LTD AS TRUSTEE FOR THE MARTHA COVE NO 1 VINEYARD TRUST

AGREEMENT MADE PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Property Lot S26 on RS 435310J (for Lot S307)

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T **+61 3 9609 1555** F + 61 3 9609 1600 info@rk.com.au

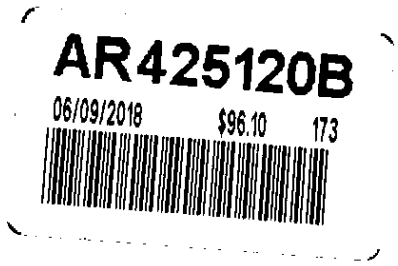
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1.4 "**Common Property**" has the same meaning as in the *Owners Corporation Act 2006*.

1.5 "**Endorsed Plan**" means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.

1.6 "**Land**" means the land within the Scheme described as Lot S26 on PS 435310J being the whole of the land contained in certificate of title volume 11011 Folio 489. A reference to the Land includes any Lot or Common Property created by the subdivision of the Land or any part of it

1.7 "**Lot**" has the same meaning as in the *Subdivision Act 1988*.

1.8 "**Martha Cove Marina Village – Stages 1 & 2 Plan**" means plan number 36780 R01 Rev H Sheet 1 of 39, Sheet 03 of 39 and Sheet 04 of 39 prepared by Watsons dated 20/12/2017 and includes the Typical Pavement Cross Sections and Detail Plan – Sheet 1- R03 & Service Offsets Table - R04.

1.9 "**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 Land or any part of it.

1.10 "**Permit**" means planning permit means planning permit P99/0570.31 authorising the use and development of a harbour residential project issued by Council 22 June 1999.

1.11 "**Scheme**" means the Mornington Peninsula Planning Scheme or any other planning scheme which applies to the Land from time to time.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement ends in accordance with the Act.

3.2 Removal of Agreement

3.2.1 The parties acknowledge and agree that after registration of this Agreement with the Registrar of Titles the Owner will register:

(a) PS435310J/S207, as may be changed from time to time (**First Plan**);

(b) PS803162W, as may be changed from time to time (**Second Plan**); and

(c) PS803162W/S2, as may be varied from time to time (**Third Plan**);

3.2.2 Copies of the First Plan, Second Plan and Third Plan are annexed in Annexure B.

3.2.3 The intention of the parties is that this Agreement will be registered only on the Certificate of Title for Lot S307 on the First Plan.

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3.2.4 Accordingly, promptly after registration of the:

(a) First Plan, Council must remove this Agreement from the Certificate of Title for all lots on the First Plan other than Lot S307;

(b) Second Plan, Council must remove this Agreement from the Certificate of Title for all lots on the Second Plan; and

(c) Third Plan, Council must remove this Agreement from the Certificate of Title for all lots on the Third Plan.

3.3 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the Register.

4 OWNER'S COVENANTS

4.1 The Owner covenants and agrees that the following works must be undertaken to the satisfaction of the Council in accordance with the schedule of works required under 'LEGEND' in the plan prepared by Watsons attached as **Annexure A** (Plan number 36780 BZ01 Revision B dated March 2018) prior to the issue of a statement of compliance for Lot S307 on PS 803162W:

4.2 In Castaway Street, Scandia Way a plain footpath must be constructed with an area of 607m2 and must be completed in accordance with the Martha Cove Marina Village – Stages 1 & 2 Plan within 2 years from the date of this Agreement.

4.3 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.4 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.5 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

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4.6 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.7 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referrable to any non-compliance with this Agreement by the Owner.

4.8 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

4.8.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

4.8.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;

4.8.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

4.8.4 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum.

4.9 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.10 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.11 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

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4.12 Owner's warranty

The Owner warrants and covenants that:

4.12.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

4.12.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Land Act 1958*;

4.12.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

4.12.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

4.12.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.4 Enforcement and severability

5.4.1 This Agreement shall operate as a deed between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be

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unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

5.4.2 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 shall be severed and the other provisions of this Agreement shall remain operative.

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

6.1.1 personally on the person;

6.1.2 by leaving it at the person's address set out in this Agreement;

6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

6.1.4 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

6.2.1 if served personally or left at the person's address, upon service;

6.2.2 if posted within Australia to an Australian address, two Business Days after posting;

6.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

7.1 the singular includes the plural and vice versa;

7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

7.5 words importing one gender include other genders;

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7.6 other grammatical forms of defined words or expressions have corresponding meanings;

7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

7.7.1 two or more parties; or

7.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;

7.12 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;

7.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

8 LIMITATION OF LIABILITY

8.1 Denarke Pty Limited (ACN 002 424 384) (**Denarke**) enters into this Agreement only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Agreement is limited to and can be enforced against Denarke only to the extent to which Denarke is entitled to be indemnified out of the assets of the Trust under the trust deed or at law. This limitation of Denarke's liability applies despite any other provision of this Agreement except to the extent provided in clause 8.3 and extends to all liability and obligations of Denarke in any way connected with any representation, warranty, conduct, omission, deed or transaction related to this Agreement.

8.2 The parties may not sue Denarke personally or seek the appointment of a liquidator, administrator, receiver or similar person to Denarke or prove in any liquidation, administration or arrangement of or affecting Denarke personally.

8.3 The provisions of this clause 8 do not apply to any obligation or liability of Denarke to the extent that it is not satisfied because under the trust deed or by operation of law there is a reduction in the extent of Denarke's right of indemnification out of the assets of the Trust in respect of its obligations under this Agreement as a result of Denarke's fraud, negligence or breach of trust.

8.4 No attorney, agent, receiver or receiver and manager appointed in accordance with this Agreement or otherwise has authority to act on behalf of Denarke in a

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way which exposes Denarke to any personal liability and no act or omission of any such person will be considered fraud, negligence or breach of trust of Denarke for the purpose of clause 8.3.

8.5 Denarke is not obliged to do or refrain from doing anything under this contract unless its liability is limited in the same manner as set out in this clause 8.

8.6 All of the terms, clauses and conditions of this contract are subject to this clause 8.

8.7 In this clause 8, "**Trust**" means the Martha Cove No. 1 Vineyard Trust.

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EXECUTED as a deed of agreement under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by:)
)
LUCAS GARDINER)
on behalf of the Mornington Peninsula Shire Council, pursuant to an Instrument of Delegation authorised by Resolution of the Mornington Peninsula Shire Council in the presence of:)
)
)
)

Witness

BETH HUGHES
Print Name

EXECUTED by **DENARKE PTY LTD** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by being signed by authorised persons:)
)
)
)

Director

Amber Suzanne Warren
Full Name

77 Castlereagh St, Sydney
Usual Address

*Director/company secretary
*Delete whichever is inapplicable

CHRISTOPHER PINNING
Full Name

77 Castlereagh St, Sydney
Usual Address

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MORTGAGEE'S CONSENT

MTGRP, L.L.C as Mortgagee under Mortgage no. **AM049806D** which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

Executed for and on behalf of MTGRP, L.L.C.)
in the presence of)
)
)
)

Tan Ching Chek
Vice President

Signature
Name of Witness: Teo Ah Hiong
Address: c/o 220 Orchard Road, #05-01 Midpoint Orchard, Singapore 238852

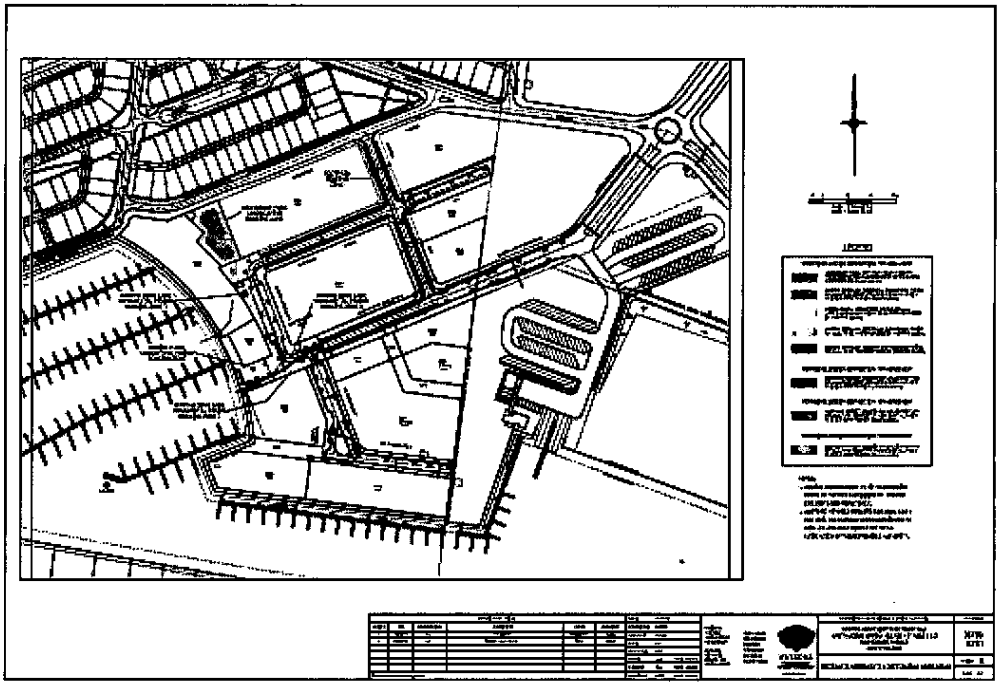
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ANNEXURE A

Copy of Plan number 36780 BZ01 Revision B dated March 2018 prepared by Watsons



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ANNEXURE B

Copy of First Plan, Second Plan and Third Plan

PLAN OF SUBDIVISION	LV use only EDITION	Plan Number PS435310J/S207

Location of Land
Parish: Karrarong
Jamieson's Crown Special Survey (Part)

Title Reference: Vol. Fol.

Last Plan Reference: Lots S22, S23 & S24 PS 435310J
Lot S26 PS 435310J

Postal Address: Marine Drive
(at time of subdivision) Safety Beach 3936

MGA Co-ordinates: E 325 850 Zone: 55
(of approx centre of land in plan) N 5 756 350 GDA 94

Council Name: Mornington Peninsula Shire

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Road R-26	Mornington Peninsula Shire Council
Reserve No.46	United Energy Distribution Pty Ltd

NOTATIONS

Lots S2 to S208 (Both Inclusive), S210 to S305 (Both Inclusive), and S308 have been omitted from this stage.

Lots on this Plan may be affected by one or more Owners Corporations.

* * * To provide structural support through rock, geo grid & compacted back fill for the Revetment Wall on the benefited land.

NOTATIONS

Depth Limitation : Does not apply.

Survey: This plan is/is-not based on survey.
This survey has been connected to permanent marks noted 140, 182, 184, 257, 288, 289, 290, 295, 296, 299, 300, 308, 430, 435, 537 in Proclaimed Survey Area No. 72

Staging: This is/is-not a staged subdivision
Planning Permit No. P99-0670

Estate: MARTHA COVE
Development No.: -
No. of Lots: -
Area: -
Melways: 150 H10

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	Support * * * See Definition Hereon	See Diag.	PS 435310J Stage 8	Common Property No.1
E-50	Sewerage	See Diag.	This Plan	South East Water Corporation

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS

REF 38780/3Lots4 | ORIGINAL SHEET SIZE A3 | SHEET 1 OF 3 SHEETS

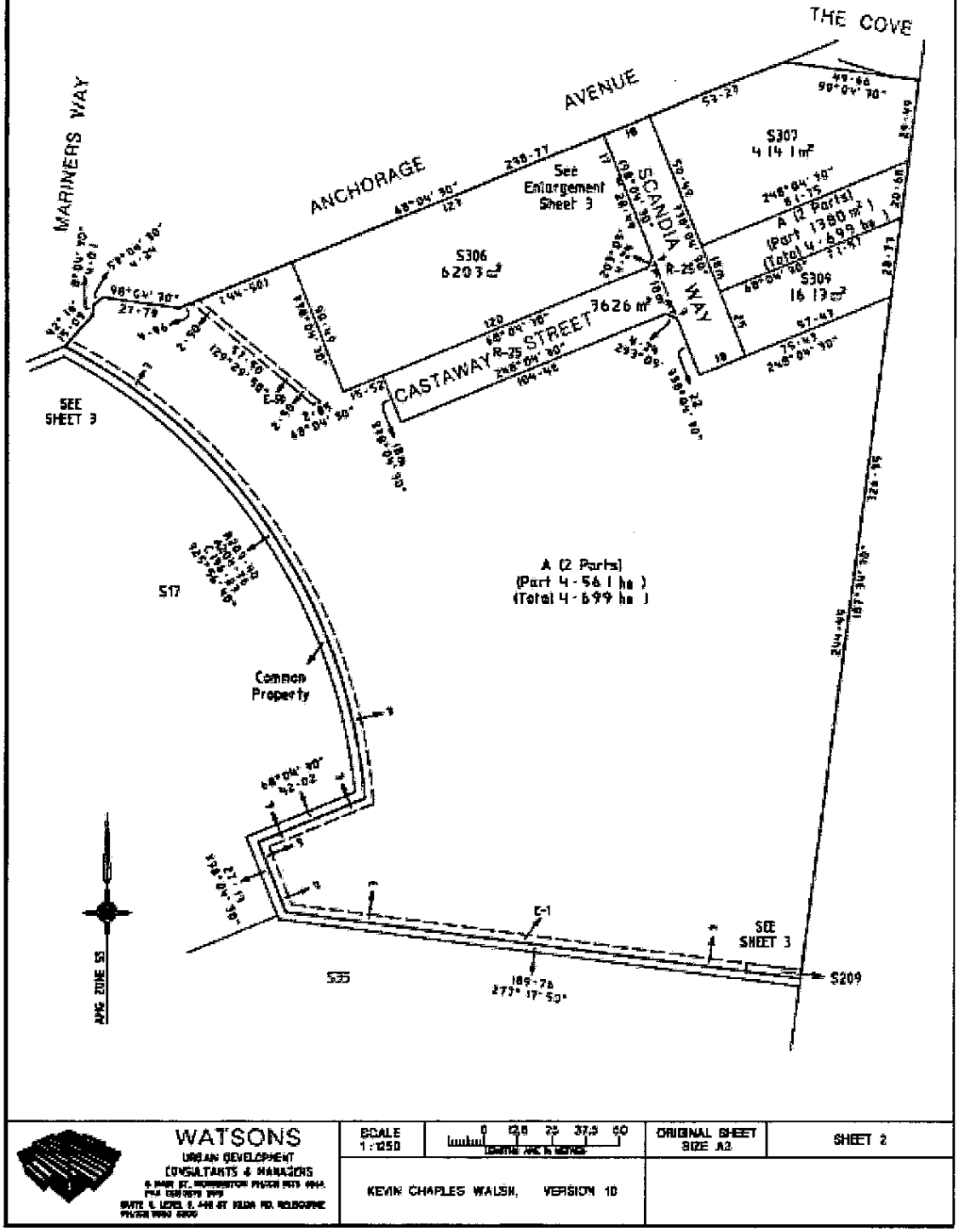
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Plan Number
PS 435310J/S207

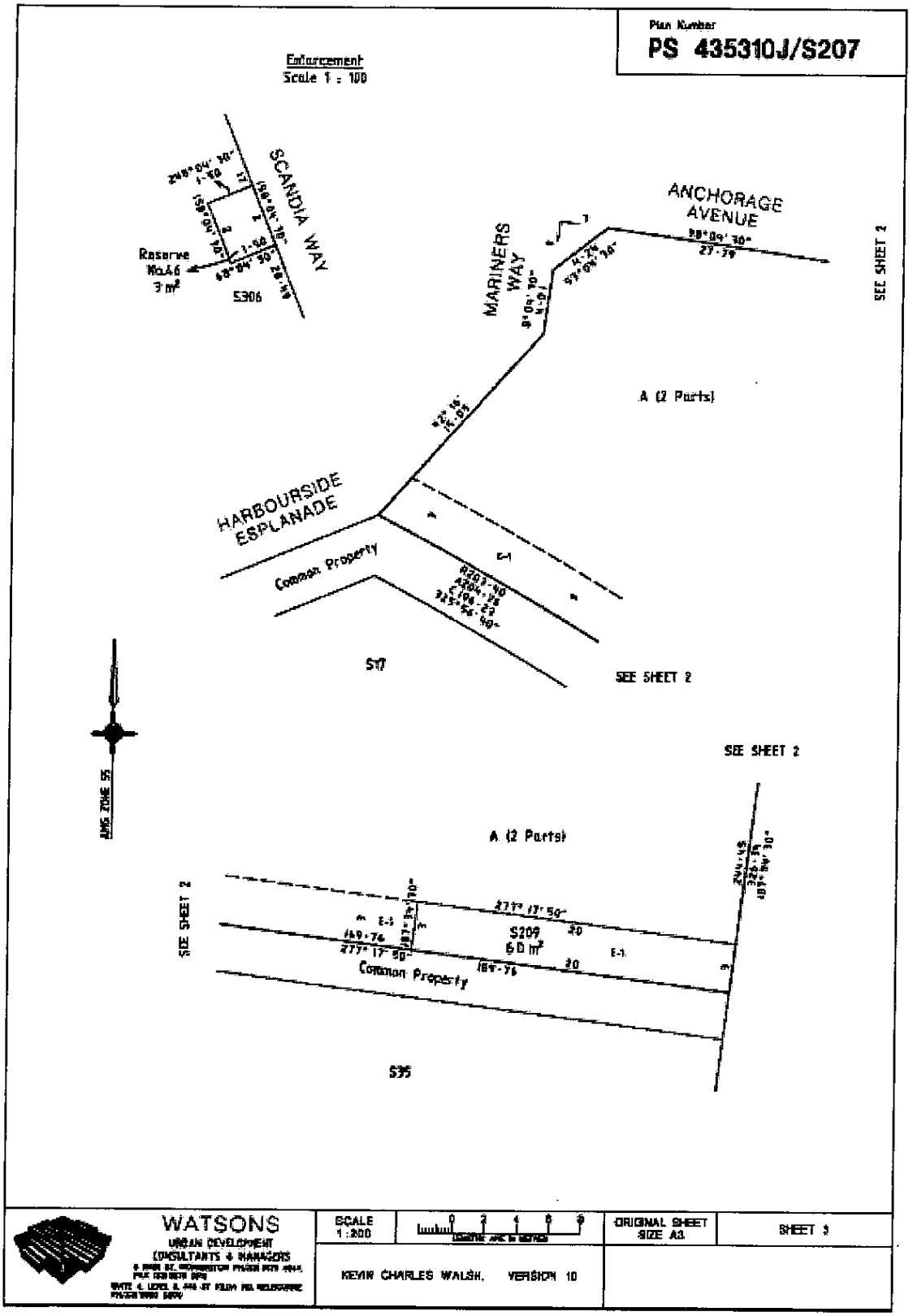


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS	SCALE 1:1250	ORIGINAL SHEET SIZE A3	SHEET 2
	KEVIN CHARLES WALSH, VERSION 10		

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OWNERS CORPORATION SCHEDULE

PS435310J/S207

Owners Corporation No.	1	Plan No. PS435310J/S207
Land affected by Owners Corporation	Lots: ALL LAND AFFECTED BY OWNERS CORPORATION 1 ON PREVIOUS STAGES OF THIS PLAN AND ALL OF THE LOTS IN THE TABLE BELOW Common Property No.: 1, 2, 3 & 4	
Limitations of Owners Corporation:	UNLIMITED	
Notations		

Totals		
	Entitlement	Liability
This schedule	4	4
Previous stages	9125	9125
Overall Total	9129	9129

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
5309	1	1									
5308	1	1									
5307	1	1									
5306	1	1									

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS

SURVEYORS FILE REFERENCE: 35750

SHEET 1 of 1

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KEVIN CHARLES WALSH, VERSION 10

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06/09/2018 $96.10 173

PLAN OF SUBDIVISION

LTO use only
EDITION

Plan Number
PS 803162W

Location of Land
Parish: Kangerong
Jackson's Crown Special Survey (Part)

Title Reference: Vol. Fol.

Last Plan Reference: Lot A PS 432010J

Postal Address: Skyline Drive
(at time of subdivision) Safety Beach 3936

MGA Co-ordinates: E 329 [illegible] Zone 55
(of approx centre of land in plan) N 5 736 350 GDA 94

Council Name: Mornington Peninsula Shire

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Road R-1	Mornington Peninsula Shire Council
Reserve No.1	United Energy Distribution Pty Ltd
Reserve No.2	Mornington Peninsula Shire Council
Reserve No.3	United Energy Distribution Pty Ltd
Reserve No.4	United Energy Distribution Pty Ltd

NOTATIONS

Depth Limitation: Does not apply

Survey: This plan is/is not based on survey

This survey has been connected to permanent marks no(s). 183, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207 in Proclaimed Survey Area no. 73

Staging: This is/is not a staged subdivision
Planning Permit No. P08-0170

NOTATIONS

Lots 25 to 6000 (Both Inclusive), 6002 to 6201 (Both Inclusive), and 6301 have been omitted from this plan.

Common Property CP No.1 refers to Common Property No.1

Lots on this Plan may be affected by one or more Owners Corporations

[illegible]

Part of Common Property No.1 contains [illegible]

Area: [illegible] ha
Development No.: -
No. of Lots: -
Area: -
Minimum: [illegible]

EASEMENT INFORMATION

Number of Schedules that apply to the whole of the land in the plan

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
R-1, R-2 & R-4	Support and Right to Erect Retaining Walls	See Diag.	PS 432010J	Common Property No.1 on PS 432010J
E-1, E-2 & E-4	Carriageway	See Diag.	This Plan	Mornington Peninsula Shire Council
E-2	Drainage	See Diag.	PS 432010J	South East Water Corporation
E-3	Sewerage	See Diag.	This Plan	South East Water Corporation
E-5, E-6 & E-8	Supply of Water through underground pipes	See Diag.	This Plan	South East Water Corporation
E-7 & E-8	Drainage	See Diag.	This Plan	Mornington Peninsula Shire Council
R-3 & E-9	Powerline	See Diag.	This Plan Section 88 Electricity Industry Act 2000	United Energy Distribution Pty Ltd

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REF 36760

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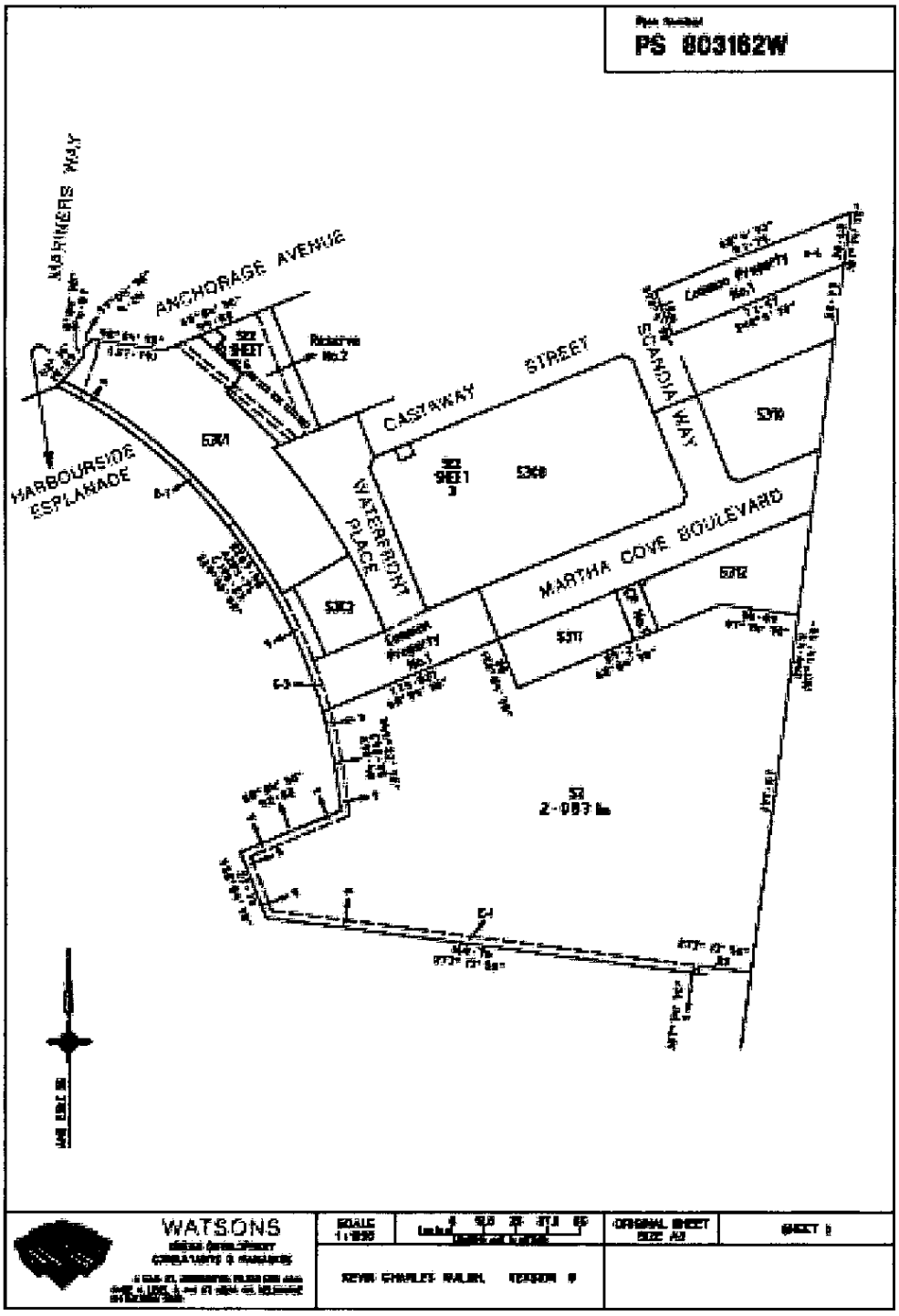
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REVN CHARLES WALSH REVISION 8

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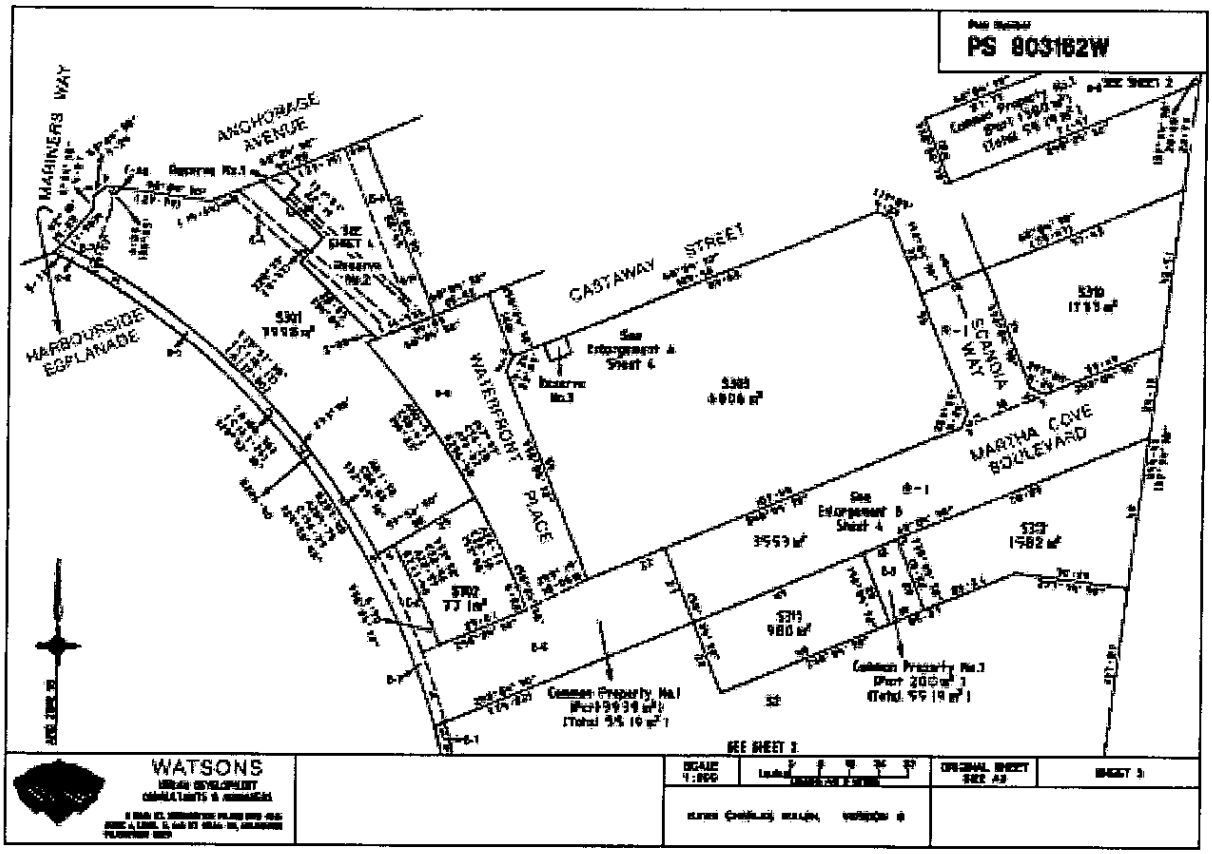
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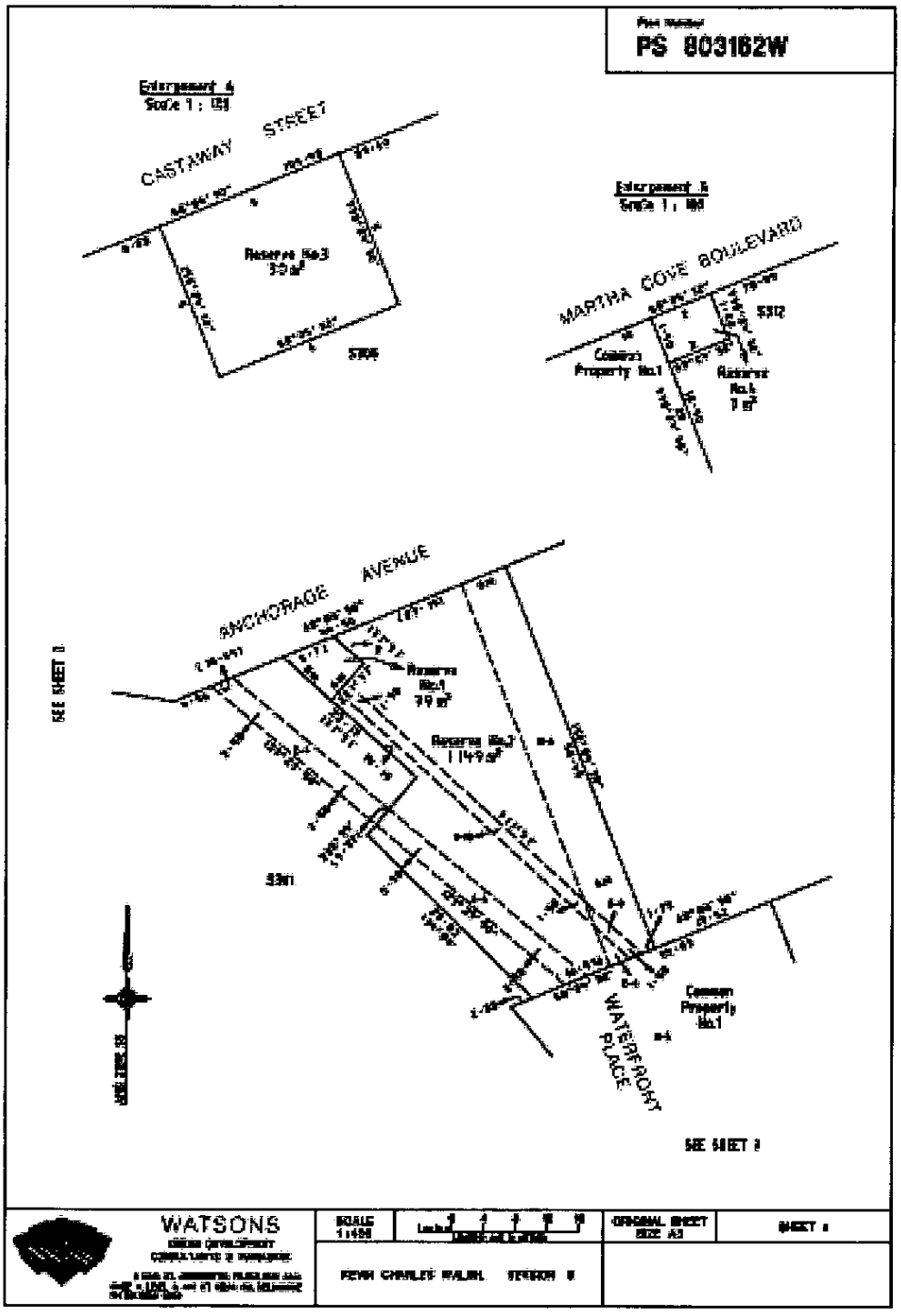
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OWNERS CORPORATION SCHEDULE

PS803162W

Owners Corporation No: 1 Plan No: PS803162W

Land affected by Owners Corporation: Lots: ALL OF THE LOTS ON THE TABLE BELOW

Common Property No: 0

Limitations of Owners Corporation: UNLIMITED

Notations

Totals		
	Entitlement	Liability
This schedule	7	7
Parcel(s) affected	0	0
Overall total	7	7

LOT ENTITLEMENT AND LOT LIABILITY

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
[illegible]	0	0									
[illegible]	0	0									
[illegible]	0	0									
[illegible]	0	0									
[illegible]	0	0									
[illegible]	0	0									
[illegible]	0	0									

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SURVEYOR'S FILE REFERENCE: [illegible]

SHEET 1 of 1

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OFFICE OF TITLES A.D. VICTORIA

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

Section 181-Planning and Environment Act 1987

AD716260J
29/06/2005 $2170 173

Lodged by: DEACONS

Name: Matthew Dearley
Phone: 8686 6355
Address: 485 Bourke St. Melbourne
Ref: Customer Code: 01724X

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:	See attached Schedule 1
Authority:	Mornington Peninsula Shire Council
Section and Act under which agreement made:	section 173 of the Planning and Environment Act 1987 (Victoria)

A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of Officer: Raymond John Webb

Date: 27 June 2005

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29/6/05

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Schedule 1

List of Certificates of Title Comprising the Land

Part 1 - land of which the Owner is registered proprietor

No.	Vol.	Fol.	Lot	Plan
1.	10775	072	Roads	LP081223
2.	10775	073	R1	LP053070

3. The land in Plan of Subdivision 435310J being the land described in the following Certificates of Title:

10880/507	10880/525	10880/543	10880/927
10880/508	10880/526	10880/544	10880/928
10880/509	10880/527	10880/545	10880/929
10880/510	10880/528	10880/549	10880/930
10880/511	10880/529	10880/550	10880/931
10880/512	10880/530	10880/551	10880/932
10880/513	10880/531	10880/561	10880/933
10880/514	10880/532	10880/562	10880/934
10880/515	10880/533	10880/917	10880/935
10880/516	10880/534	10880/918	10880/936
10880/517	10880/535	10880/919	10880/937
10880/518	10880/536	10880/920	10880/938
10880/519	10880/537	10880/921	10880/939
10880/520	10880/538	10880/922	10880/940
10880/521	10880/539	10880/923	10880/941
10880/522	10880/540	10880/924	10880/942
10880/523	10880/541	10880/925	10880/943
10880/524	10880/542	10880/926	10880/944

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10880/945	10880/972	10880/999	10881/025
10880/946	10880/973	10881/000	10881/026
10880/947	10880/974	10881/001	10881/027
10880/948	10880/975	10881/002	10881/028
10880/949	10880/976	10881/003	10881/029
10880/950	10880/977	10881/004	10881/030
10880/951	10880/978	10881/005	10881/031
10880/952	10880/979	10881/006	10881/032
10880/953	10880/980	10881/007	10881/033
10880/954	10880/981	10881/008	10881/034
10880/955	10880/982	10881/009	10881/035
10880/956	10880/983	10881/010	10881/036
10880/957	10880/984	10881/011	10881/037
10880/958	10880/985	10881/011	10881/038
10880/959	10880/986	10881/012	10881/039
10880/960	10880/987	10881/013	10881/040
10880/961	10880/988	10881/014	10881/041
10880/962	10880/989	10881/015	10881/042
10880/963	10880/990	10881/016	10881/043
10880/964	10880/991	10881/017	10881/044
10880/965	10880/992	10881/018	10881/045
10880/966	10880/993	10881/019	10881/046
10880/967	10880/994	10881/020	10881/047
10880/968	10880/995	10881/021	
10880/969	10880/996	10881/022	10880/546
10880/970	10880/997	10881/023	10880/547
10880/971	10880/998	10881/024	10880/548



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10880/552	10880/564	10881/051	10881/060
10880/553	10880/565	10881/052	10881/061
10880/554	10880/566	10881/053	10881/062
10880/555	10880/567	10881/054	10881/063
10880/556	10880/568	10881/055	10881/064
10880/557	10880/570	10881/056	10881/065
10880/558	10881/048	10881/057	10881/066
10880/559	10881/049	10881/058	
10880/560	10881/050	10881/059	

~~**Part 2 - land currently owned by Council and to be acquired by the Owner**~~

~~No.~~	~~Address~~	~~Vol.~~	~~Fol.~~	~~Lot~~	~~Plan~~
4.	Part of Dromana Pde	3012	344	Part of Jamieson's Special Crown Survey, shown on 4291	
5.	Part of Dromana Pde	5355	994	Part of Jamieson's Special Crown Survey, shown on 4291	

Part 3 – land currently owned by Council, part of which is to be leased by Owner

No.	Address	Vol.	Fol.	Lot	Plan
6.	Foreshore	3865	931	Part of Jamieson's Special Crown Survey	
~~7.~~	~~Part of Marine Drive~~	~~3765~~	~~865~~	~~Part of Jamieson's Special~~ Crown Survey	

AMENDED BY MATTHEW BEAZLEY OF DEACONS AS AUTHORISED BY THE RESPONSIBLE AUTHORITY A CURRENT PRACTITIONER WITHIN THE MEANING OF THE LEGAL PRACTICE ACT 1996

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phillips fox

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DAD716260J-5-4

Agreement under section 173 of the Planning and Environment Act 1987

Mornington Peninsula Shire Council
Marina Cove Pty Ltd
Roads Corporation

Marine Drive, Safety Beach

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Parties

Mornington Peninsula Shire Council of Municipal Offices, Besgrove Street, Rosebud, Victoria, 3939 (**Council**)

Marina Cove Pty Ltd ACN 098 177 916 of Level 10, Trustee House, 44 Queen Street, Brisbane, 4000 (**Owner**)

Roads Corporation ABN 61 760 960 480 of 60 Denmark St, Kew Victoria 3101 (**VicRoads**)

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Background

A Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B The Owner is the registered proprietor of the Subject Land, where it is developing a marina (**Marina**) and carrying out a subdivision of the Subject Land.

C VicRoads is a statutory corporation created under the *Transport Act 1983*, with statutory obligations to (inter alia) maintain the declared road network. The declared road network includes Marine Drive, Safety Beach.

D Council issued permit No P99/0570 dated 22 June 1999 (**Permit**) for the harbour residential project (**Development**) and the Parties entered into an agreement on 1 December 2003 pursuant to section 173 of the Act for the purposes of securing the obligations of the Owner in relation to the Development (**First Agreement**).

E The Parties now agree to end the First Agreement and replace it completely with this Agreement.

F In order to facilitate boat access to the Marina, the Owner wishes to relocate and reconstruct a section of Marine Drive, Safety Beach (**marine drive underpass**) so that it will pass under a constructed channel (**channel**) which will provide access from Port Phillip Bay to the harbour forming part of the Marina.

G VicRoads has agreed to the Owner constructing the marine drive underpass, the channel and the subdivision of the Subject Land subject to certain conditions and on the terms and conditions set out in this Agreement.

H VicRoads owns the marine drive underpass.

I The Owner owns the channel.

J The marine drive underpass will include stairs and lifts as a means of ingress to and egress between the channel and the marine drive underpass.

K VicRoads will maintain the roadway, retaining walls, any channel piers forming part of the retaining wall, stormwater pumps, stormwater drainage system and other infrastructure forming part of the marine drive underpass at the Owner's cost, on and subject to the terms of this Agreement.

L The Owner will manage, operate and maintain (including, where necessary, replace) the channel and any piers not forming part of the retaining wall of the marine drive underpass and maintain the stairs and lifts in the marine drive underpass.

M The Parties enter into this Agreement:

- to give effect to the requirements of the Permit;
- to give effect to the objectives of the Planning Scheme in respect of the Subject Land;

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- to provide for the orderly and efficient allocation of the ownership, management and maintenance rights and obligations of the parties with respect to the marine drive underpass and related matters; and

- to bind successive owners of the Subject Land.

N As at the date of this Agreement, the Subject Land to the extent that it is described in Part 1 of Schedule 1 is encumbered by Mortgages Nos. AB500235E dated 2 August 2002 and AB500236C dated 2 August 2002 in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

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Operative provisions

1 Defined Meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this Agreement.

2 Existing 173 Agreement

This Agreement is in addition to an agreement dated 30 April 2003 between the Council and the Owner in respect of the Subject Land, executed pursuant to section 173 of the Act. In relation to any matter concerning the design, construction, operation, management and maintenance of the Marina Drive Underpass and the Channel where there is a conflict between this Agreement and the earlier agreement, this Agreement takes precedence.

3 Successive Owners and Mortgagees

3.1 The parties acknowledge that as part of the development of the Project, Marina Cove Pty Ltd will sell the Subject Land and successive owners will become the Owner with the rights and obligations set out in this Agreement.

3.2 The Owner must procure the creation of a body corporate under the *Subdivision Act 1988* (Vic) for the purpose of discharging the Owner's obligations under this Agreement on or before the Date of Practical Completion and successive owners under clause 3.1 must ensure that there is always such body corporate in existence for this purpose.

Successors in title

3.3 Without limiting the operation or effect which 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:

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

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

Mortgagee's Consent

3.4 The Owner must procure each Mortgagee to execute a Mortgagee's Deed of Consent within 14 of days of execution of this Agreement.

Ownership of the Channel Land

3.5 The parties acknowledge that the Owner has leased the Channel Land from VicRoads

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3.6 The Owner must ensure that when a body corporate is created, as contemplated by clause 3.2 of this Agreement, the lease of the Channel Land is novated from Marina Cove Pty Ltd (original lessee) to the body corporate (novated lessee).

3.7 VicRoads must provide all reasonable assistance to achieve the novation of the lease of the Channel Land.

4 Declaration of Ownership

4.1 VicRoads owns the Marine Drive Underpass.

4.2 The Owner owns the Channel.

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5 VicRoads' consent

Consent to design, construction and maintenance of Marine Drive Underpass and Channel

5.1 Subject to compliance by the Owner with the terms of this Agreement, VicRoads consents:

(a) to the design and construction of the Marine Drive Underpass and the Channel; and

(b) to the maintenance, management and operation of the Channel.

Effect of consent

5.2 VicRoads' consent in clause 5.1 does not:

(a) relieve the Owner of any Liability to VicRoads; or

(b) prevent VicRoads from imposing any conditions under this Agreement or subsequently in respect of the design and construction of the Marine Drive Underpass and the Channel and the maintenance, management and operation of the Channel, provided that where such conditions conflict with any condition or requirement of the Council, the Permit or the existing section 173 agreement, the Owner must attempt to resolve the conflict with VicRoads and the Council.

6 Owner to accept risk for the Marine Drive Underpass

Acceptance of risk and Liability

6.1 The Owner accepts all risks of and incidental to and Liability for the design and construction of the Marine Drive Underpass and the Channel and the maintenance, management and operation of the Channel, including, without limitation:

(a) design and construction risk of the Marine Drive Underpass and Channel;

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(b) Site Conditions;

(c) the actual cost of design, construction and maintenance of Marine Drive Underpass and the Channel and management and operation of the Channel, except for maintenance cost of the Road Pavement;

(d) requirements of any Relevant Authority including the Council;

(e) any Legislative Requirement;

(f) any change in Legislative Requirement;



(g) any contamination of the Subject Land;

(h) any delay in any VicRoads approval, except any unreasonable delay;

(i) the ability to obtain and maintain any insurances for the project;

(j) the availability, quality and standard of any specialist skills, labour and materials;

(k) the terms on which any specialist skills, labour or materials may be available;

(l) the risk of harm or injury to any person;

(m) the risk of loss, damage and diminution in value to and of any property (real or personal);

(n) the risk of loss, damage and diminution in value of the Environment; and

(o) all proprietary and other rights in respect of land which may be affected by the Marine Drive Underpass.

6.2 The Owner accepts the risks of and incidental to and Liability for the maintenance and operation of the Marine Drive Underpass as set out below:

(a) the actual cost of the maintenance of the Marine Drive Underpass, howsoever arising;

(b) Site Conditions;

(c) the Environment;

(d) design and construction of the Marine Drive Underpass and the Channel; and

(e) any legislative or change in Legislative Requirement.

Warranties

6.3 The Owner warrants that it will:

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(a) engage contractors and consultants which are suitably qualified and experienced;

(b) ensure its contractors and consultants comply with VicRoads' requirements; and

(c) ensure the completed Marine Drive Underpass and Channel are fit for their purpose and in accordance with the requirements of VicRoads and this Agreement.

6.4 Without limiting the operation or effect which this Agreement has, the Owner warrants that at the time of execution of this Agreement, apart from the Owner and any other person required to consent 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.

Liability for Associates

6.5 The Owner is and will remain liable at all times to VicRoads for its own conduct and that of its Associates, whether that conduct is lawful, unlawful, negligent or outside the authority of the Associate.

7 Acceptance of risk

7.1 Subject to clause 7.2, the Owner accepts all risks of and incidental to and Liability for the design, construction, installation, maintenance, repair, refurbishment, replacement, use and occupation of all methods of access to and egress from the Marine Drive Underpass and the Channel and their surveillance and security including, without limitation:

(a) the design, construction, installation, maintenance, repair, refurbishment and replacement of the lifts and associated plant and equipment and other means of access or egress;

(b) the use and occupation of the lifts and other means of access or egress by persons for any purpose whatsoever whether such use, occupation or purpose is negligent or unlawful or otherwise;

(c) the safety and security of all persons using or occupying the lifts and other means of access or egress;

(d) the safety and security of the lifts and other means of access or egress ;

(e) the need to provide additional and alternative means of access to and egress from the Marine Underpass and the Channel for any reason including as a result of or in connection with any change in any Legislative Requirement;

(f) the compliance of the lifts and other means of access and egress with all Legislative Requirements in force from time to time.

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7.2 Despite clause 7.1, the parties agree that the Owner will not be responsible for any Liability arising from any negligent or unlawful actions of VicRoads or its Associates pursuant to any obligation or entitlement under the lease of the Channel Land (**Lease**), nor will the Owner be liable to indemnify VicRoads for any costs for which VicRoads is responsible under that document.

8 Owner to Construct Marine Drive Underpass

8.1 The Owner, at its cost, must ensure that the Marine Drive Underpass and Channel is constructed in accordance with the Design Documents and the requirements set out in clause 10.1, to VicRoads' reasonable satisfaction, including:

(a) demolition and removal of the existing bridge on Marine Drive;

(b) construction and maintenance of temporary access to affected properties;

(c) design, installation and maintenance of traffic detour for Marine Drive traffic around the works; and

(d) reconstruction of Marine Drive, lowered to pass underneath the Channel.

8.2 The Owner must obtain all Approvals from all Relevant Authorities required under the Act or any other Legislative Requirement in respect of the Marine Drive Underpass and the Channel.

8.3 Nothing in this Agreement may be taken to diminish or in any way limit the power of any Relevant Authority to enforce compliance with the terms or conditions of any such Approval.

9 Acknowledgements, releases and indemnities

No reliance

9.1 The Owner must not rely on the accuracy or completeness of any information provided to it by VicRoads which may be relevant to the Marine Drive Underpass or the Channel. The Owner must make its own investigations and examinations regarding the accuracy, completeness and reliability of any information provided by VicRoads before using or relying on the information.

Reliance

9.2 The Owner acknowledges that VicRoads has entered into this Agreement in reliance on the representations, acknowledgements and warranties made by the Owner in this Agreement.

VicRoads' role

9.3 The Owner acknowledges and agrees that:

(a) the Owner is not VicRoads' agent for any purpose;

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(b) VicRoads is not liable in any way to the Owner or its Associates in respect of any conduct of the Owner or its Associates in respect of the Marine Drive Underpass and Channel; and

(c) except as otherwise provided in this Agreement, VicRoads is not liable in any way to the Owner or its Associates in respect of the conduct of VicRoads in respect of the Marine Drive Underpass and Channel.

Release

9.4 The Owner releases VicRoads (to the full extent permitted by law) from any current, future or contingent claim Loss or Liability made, suffered or incurred in respect of the Marine Drive Underpass and Channel, including under Part 2A of the *Wrongs Act 1958* (Vic) and whether the circumstances giving rise to the claim have occurred now, in the past or in the future, except to the extent that the Loss or Liability is caused or contributed to by the negligence or unlawful act or unlawful omission of VicRoads or its Associates.

Indemnity

9.5 The Owner continually indemnifies Council and VicRoads (to the full extent permitted by law) from and against:

(a) any pure economic loss or damage;

(b) any personal injury or death;

(c) any property damage;

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(d) any claims or liability in respect of each of the above;

(e) any costs and expenses associated with each of the above (including legal costs on a full indemnity basis);

suffered or incurred by Council, VicRoads, their Associates and any other person and caused or contributed to by the following:

(f) the design, construction, operation and maintenance of the Marine Drive Underpass and the Channel (whether negligent or unlawful or otherwise);

(g) the existence of the Marine Drive Underpass and the Channel;

(h) the use of the Marine Drive Underpass and the Channel by VicRoads or its Associates;

(i) the use of the Marine Drive Underpass and the Channel by any other person (whether negligent or unlawful or otherwise);

(j) the Site Conditions under and in the vicinity of the Marine Drive Underpass and the Channel and any change in the Site Conditions under and in the vicinity of the Marine Drive Underpass and the

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Channel caused or contributed to by the design, construction, operation or maintenance of the Marine Drive Underpass and the Channel (whether negligent or unlawful or otherwise);

(k) performance of the Owner's obligations under or in connection with this Agreement;

(l) performance by VicRoads of its obligations under or in connection with this Agreement;

except to the extent that the loss, damage, cost or expense is caused by Council, VicRoads' or their Associates' negligent or unlawful conduct, or VicRoads is otherwise liable for such loss, damage, cost or expense under the Lease or this Agreement.

10 Requirements

10.1 The design and construction of the Marine Drive Underpass and Channel must comply with the following requirements, standards and guidelines:

(a) all Legislative Requirements;

(b) all requirements of Relevant Authorities;

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(c) VicRoads' safety and other requirements, standards, guidelines and procedures;

(d) such other requirements, standards and guidelines as VicRoads may reasonably direct from time to time; and

(e) VicRoads' proof engineering and construction certification requirements.

10.2 In addition to complying with any other requirements, standards and guidelines that may be required under clause 10.1, the Owner must, to the satisfaction of VicRoads in consultation with Council, design, construct, install, locate, orient, operate, maintain, repair, refurbish and replace the lifts and other means by which able-bodied and disabled pedestrians, cyclists and the like access to and egress from the Marine Drive Underpass and the Channel:

(a) in accordance with any standards required by the building surveyor to be complied with in the certificate of occupancy;

(b) in accordance with AS1735 - Lifts, escalators and moving walks and AS3000 - Electrical installations;

(c) in accordance with the Building Code of Australia;

(d) in accordance with Australian best practice in respect of accessibility and use by the disabled;

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(e) in accordance with the highest standards and guidelines and regulations made from time to time under the *Disability Discrimination Act* 1992 (Cth);

(f) in accordance with any reasonable direction given by VicRoads from time to time;

(g) so as to minimise the adverse impact on the lifts and other means of access and egress as well as users, of prevailing weather, traffic and other environmental and Site Conditions;

(h) so as to ensure that all users are provided with alternate means of crossing the Channel in the event of malfunction of lifts or other equipment at all times;

(i) as to protect them from corrosion and other damage by the environment (including inundation by stormwater, sea water, salt and sand) and Site Conditions;

(j) so as to minimise the possibility, rate of occurrence, duration and consequences of any failure;

(k) to maximise the surveillance of, means of communication (audio and visual) with, and safety and security of users and occupiers;

(l) to maximise the opportunity of users and occupiers, including disabled users and occupiers, to independently use, occupy and in an emergency escape from the lifts, the Marine Drive Underpass and the Channel;

(m) to ensure rapid emergency communication, access and evacuation from the lifts and other means of access and egress at any time on short notice;

(n) to minimise the cost of cleaning, maintenance, repair and refurbishment to the extent practicable while complying with the above subclauses (a) to (i); and

(o) to include measures to protect them from acts of vandalism, misuse and other damage by malicious conduct.

10.3 In addition to complying with any other requirements, standards and guidelines that may be required under clause 10.1 the Owner must reimburse VicRoads' and Council's reasonable expenses of and incidental to monitoring the Owner's obligations under 13.1.4 and to auditing their performance, which audit may be conducted annually by VicRoads, or within another reasonable period, as may be agreed to by the parties or, failing agreement, as determined by an independent third party.

VicRoads' requirements will not result in Liability to VicRoads

10.4 Under no circumstances will VicRoads become in any way liable for any Loss or Liability suffered or incurred by the Owner or its Associates in respect of any requirement, standard or guideline VicRoads requires or directs the Owner to comply with in respect of the Marine Drive Underpass and Channel.

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11 Owner to obtain approval for Design Documents & Maintenance Plans

11.1 Prior to the commencement of construction of the Marine Drive Underpass and Channel (including any ancillary works) the Owner must:

(a) ensure all Design Documents are proof engineered in accordance with VicRoads' requirements and to VicRoads' satisfaction;

(b) provide a report to VicRoads which contains the outcomes and results of the proof engineering;

(c) obtain VicRoads' written approval of the Design Documents in accordance with clauses 11.4 to 11.6 after completion of its obligations under paragraphs (a) and (b);

(d) undertake a risk analysis exercise of the risks associated with the design and construction of the Marine Drive Underpass and Channel;

(e) review and implement any works, plans design changes or other actions recommended in the risk analysis except those which VicRoads agrees to exclude.

(f) review and implement any works, design modifications or other actions reasonably required by VicRoads;

(g) undertake a risk analysis of the risks associated with the maintenance of the Marine Drive Underpass and Channel, including the effects of climate change on sea levels over the life of the Project;

(h) prepare and obtain VicRoads' written approval (such approval not to be unreasonably withheld) to a Maintenance Plan Outline for the Marine Drive Underpass and Channel;

(i) procure the cadastral survey in accordance with clause 11.11;

(j) provide evidence to the reasonable satisfaction of VicRoads that all necessary Approvals from all Relevant Authorities required in respect of the design and construction of the Marine Drive Underpass and Channel have been obtained.

(k) provide evidence to the reasonable satisfaction of VicRoads that it has obtained all insurances in accordance with clause 15.

(l) pay VicRoads' reasonable costs of reviewing Design Documents; and

(m) provide VicRoads with the construction guarantee required by clause 14.1.

Preliminary Works

11.2 On the written request of the Owner, VicRoads may reasonably exercise its discretion to waive some or all of the requirements set out in clause 11.1 in respect of any works

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making up the Marine Drive Underpass and Channel. Any waiver from VicRoads under this clause 11.2 must be in writing and signed by VicRoads' Regional Manager - Metropolitan South East.

Design Documents

11.3 The Design Documents must show, to VicRoads' and Council's satisfaction, all aspects of the Marine Drive Underpass and Channel, and:

(a) the emergency warning system which includes a detection system, advance warning signs, boom gates, and a pre-approved detour route which emergency warning system is to activate in the case of any event that would not allow road users to safely traverse the Underpass;

(b) an electronic height detection warning system

(c) breakwaters,

(d) dredging and harbour entry;

(e) details of any expected or possible flexing or other movement over time;

(f) all means of surveillance and audio and visual communication with able-bodied and disabled pedestrians, cyclists and the like accessing and egressing the Marine Drive Underpass and the Channel;

(g) all emergency services for the rescue, treatment and evacuation of able-bodied and disabled pedestrians, cyclists and the like accessing and egressing the Marine Drive Underpass and the Channel;

(h) emergency escape systems for self-help use by able-bodied and disabled pedestrians, cyclists and the like accessing and egressing the Marine Drive Underpass and the Channel;

(i) all other means of protecting the safety and security of persons and property in or accessing and egressing the Marine Drive Underpass and the Channel;

(j) other compliance with clause 10.1 of this Agreement; and

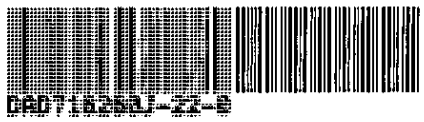
details of all ancillary works including temporary access during construction and permanent access routes to neighbouring properties.

Owner to submit to VicRoads for review

11.4 The Owner must submit to VicRoads the Design Documents and associated proof engineering certification documents in a manner and at a rate which gives VicRoads a reasonable opportunity to review the Design Documents and comment and/or request modifications in accordance with this clause 11.

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Review and comment

11.5 VicRoads must review the Design Documents and may provide any comments or reasonable requests for modifications in writing within 15 working days of receipt of the Design Documents bearing in mind its responsibilities as the Road Authority.

Modification

11.6 The Owner must ensure the modifications requested by VicRoads are made and resubmit the modified Design Documents to VicRoads for its approval.

Once approved by VicRoads, VicRoads may request further modification of the Design Documents where the need for such modification arises out of the Maintenance Plan Outline submitted by the Owner.

Owner remains responsible

11.7 The Owner remains responsible for the Design Documents despite any review made or comment or request for modification given by VicRoads.

Costs of the review

11.8 The Owner agrees to reimburse VicRoads any costs VicRoads incurs in the review process set out in clauses 11.4 to 11.9.

Approval by VicRoads

11.9 Once approved by VicRoads, the Design Documents will form Schedule 4 to this Agreement.

Program and Progress Reports

11.10 The Owner must ensure that it provides VicRoads with:

(a) a copy of the program approved under the Construction Contract and any approved revisions to it within 7 days of approval being granted under the Construction Contract; and

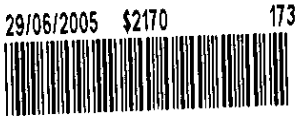
(b) regular progress reports of the design and construction of the Works, including any actual or potential delays to Practical Completion.

Survey

11.11 Prior to the commencement of construction the Owner must have a cadastral survey of the road and adjacent land affected by the Marine Drive Underpass undertaken and a survey plan prepared by a licensed surveyor. The survey plan must be in accordance with VicRoads survey plan format to the reasonable satisfaction of VicRoads.

11.12 The Owner is responsible for acquiring or otherwise obtaining at its cost any additional land required for the Marine Drive Underpass. Subject to the consent of VicRoads, any additional land which is acquired or right to occupy land which is obtained and required for inclusion in the Marine Drive Underpass, must be transferred to VicRoads at the cost of the Owner.

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11.13 Prior to Practical Completion of the Marine Drive Underpass and Channel, VicRoads will more precisely identify the extent of the road reserve, in conjunction with the Council.

11.14 Within 7 days after the Date of Practical Completion of the Marine Drive Underpass and Channel, the Owner must prepare or procure an as built cadastral survey of the road and adjacent land affected by the Marine Drive Underpass. The survey plan must be in accordance with VicRoads survey plan format to the satisfaction of VicRoads.

Maintenance Plan

11.15 Not less than 16 weeks prior to the expected Date of Practical Completion of the Marine Drive Underpass and the Channel the Owner must submit a draft Maintenance Plan to VicRoads based on the Maintenance Plan Outline approved by VicRoads in consultation with the Council.

11.16 The Maintenance Plan must detail the manner in which Marine Drive Underpass and the Channel must be maintained, including:

(a) all works necessary to ensure that the Marine Drive Underpass remains fit for its purpose and functions at a standard which ensures that it can be safely used by vehicles, and pedestrians for the Life of the Marine Drive Underpass and the Life of the Channel respectively;

(b) all works necessary to ensure that the Channel is maintained in a water tight condition and a standard which is safe for water craft and the Marine Drive Underpass, including the Road Pavement;

(c) all works necessary to meet manufacturers' specifications for all aspects of the Marine Drive Underpass, including but not limited to, pumps, seals and other specialised equipment and works;

(d) regular reporting of the conduct of maintenance activity and condition reports;

(e) the method for determining the cost of the maintenance;

(f) all works necessary to maintain the lifts, stairs, vehicle and pedestrian access, pedestrian walkways, safety fencing and other means of access and egress from the Marine Drive Underpass and the Channel and in accordance with the requirements and guidelines required under clause 10 of this Agreement;

(g) all works necessary to refurbish (as an independent lifts consultant agreed by the parties and appointed by VicRoads reasonably considers necessary or desirable) the lifts at intervals of approximately 5 calendar years or other interval determined by VicRoads in its discretion, acting reasonably;

(h) all works necessary to replace (as an independent lifts consultant agreed by the parties and appointed by VicRoads reasonably considers necessary or desirable) the lifts at intervals of approximately 20 calendar years or other interval determined by VicRoads in its discretion, acting reasonably;

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(i) all works necessary to maintain, refurbish and replace all plant and equipment incidental to the lifts and other means of access and egress and other means of ensuring the safety and security of persons (including VicRoads and its Associates) and property in or using the lifts and other means of access to and egress from the Marine Drive Underpass and the Channel including, but not limited to, surveillance equipment; and

(j) the Incident Management Plan referred to in clause 13.1.5.

Review and comment

11.17 VicRoads must review the Maintenance Plan and may provide any comments or request for modifications in writing within 6 weeks of receipt of the Maintenance Plan.

Modification

11.18 The Owner must ensure the modifications requested by VicRoads are made and resubmit the modified Maintenance Plan to VicRoads for its approval.

Costs of the review

11.19 The Owner agrees to reimburse VicRoads any reasonable costs VicRoads' incurs in the review process set out in clauses 11.17 to 11.22.

Amendment after approval

11.20 The approved Maintenance Plan may be amended by agreement in writing between VicRoads and the Owner.

11.21 Once approved, the Maintenance Plan will form Schedule 5 to this Agreement.

Ongoing Review of Maintenance Plan

11.22 VicRoads and the Owner must review the Maintenance Plan every 3 years on the date which is the anniversary of the Date of Practical Completion and in response to any alteration to or refurbishment of the Channel in consultation with the Council.

11.23 The parties agree to adopt the same procedure for the review as is set out in clauses 11.17 to 11.21 above.

VicRoads is not liable in respect of review

11.24 VicRoads' review, request for modification or and approval under this clause 11 does not:

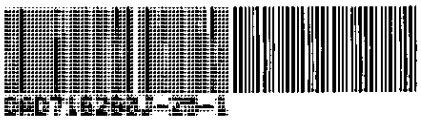
(a) relieve the Owner from any of its obligations under this Agreement; or

(b) give rise to any liability or responsibility on the part of VicRoads.

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12 Practical Completion



Access prior to Practical Completion

12.1 The Owner must ensure VicRoads has access to the Site and the works during construction at all times.

Inspection at Practical Completion

12.2 The Owner must ensure that VicRoads is granted access to inspect construction of the Marine Drive Underpass and Channel with the Contractor and the superintendent under the Construction Contract at the time when the Contractor considers the Marine Drive Underpass and Channel are practically complete but before the Date of Practical Completion.

12.3 VicRoads must notify the Owner in writing of any defects or omissions in the Marine Drive Underpass and Channel which it requires rectification of and the Owner must ensure rectification takes place prior to the Date of Practical Completion.

12.4 VicRoads may inspect any rectification works prior to Practical Completion.

12.5 The Owner must ensure that VicRoads is provided with a copy of the certificate of Practical Completion of the Marine Drive Underpass and Channel.

12.6 The Owner agrees to pay VicRoads' reasonable costs of the inspection process set out in this clause 12.

Inspection Policies and Procedures

12.7 VicRoads must comply with the Owner's policies, procedures and instructions relating to occupational health and safety at all times during its access to the Site, to ensure the health and safety of all persons situated at the Site is maintained.

Records

12.8 Within 4 weeks after the Date of Practical Completion the Owner must provide to VicRoads a register of all documents and records held relating to the Marine Drive Underpass and Channel. The Owner must provide VicRoads with a copy of any such records requested by VicRoads.

As-built Documents

12.9 Within 12 weeks after the Date of Practical Completion the Owner must provide VicRoads with a full set of as-built drawings showing all works constructed and the location of services within the limit of works.

13 Maintenance of Marine Drive Underpass and Channel

13.1 After the Date of Practical Completion:



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13.1.1 Subject to clause 13.1.4 and clause 13.9 VicRoads must maintain the Marine Drive Underpass in accordance with the Maintenance Plan at the expense of the Owner.

13.1.2 Subject to clause 13.1.4 and clause 13.9 the Owner must maintain (including replace) the Channel in accordance with the Maintenance Plan at the Owner's expense.

13.1.3 VicRoads must manage and maintain the Road Pavement as a public highway in accordance with its obligations under the *Transport Act 1983* at its cost.

13.1.4 The Owner must to the reasonable satisfaction of Council and VicRoads, manage and maintain the lifts, and stairs at its own expense and all plant and equipment incidental to the lifts and stairs, including, but not limited to, surveillance, audio and visual monitoring equipment in accordance with the Maintenance Plan.

13.1.5 The Owner must to the reasonable satisfaction of Council and VicRoads, set up and maintain an Incident Management Plan, which deals with the management plans for any safety, security, emergency, technical or other incident or event arising out of or connected to the lifts, pedestrian walkways, safety fencing, vehicle and pedestrian access, stairs and other means of access to or egress from the Marine Drive Underpass and the Channel.

13.1.6 Without limitation to clause 13.1.5 the Owner must set up and maintain to the satisfaction of Council and VicRoads an Incident Management Log which details the incident, the persons affected, the proposed action to remedy and plan to manage the incident and the anticipated and actual response times and notification to responsible authorities, including but not limited to, VicRoads and the emergency services.

13.1.7 The Owner agrees that it will to the satisfaction of Council and VicRoads keep all records forming part of the Incident Management Log for a period of 10 years from the date of the incident and to provide VicRoads and Council with access to the log and records at all times on request of VicRoads, which will not be made unreasonably.

13.1.8 The Owner must at its own cost:

(a) procure a person or persons located near the Marine Drive Underpass, who is suitably qualified and experienced, to provide surveillance of the Marine Drive Underpass and all associated areas (**"Surveillance Personnel"**);

(b) ensure that the Surveillance Personnel maintain a continuous presence on site and provide active surveillance 24 hours a day, 7 days a week including, but not limited to, surveillance of CCTV footage of the Marine Drive Underpass, lifts and stairs on a continuous basis; and

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(c) ensure that the Surveillance Personnel are provided with sufficient resources to respond to any incident, including but not limited to, safety and emergency incidents, in accordance with and within the time frames specified in the Incident Management Plan.

VicRoads to invoice the Owner

13.2 VicRoads must provide the Owner with a payment claim for general maintenance services three months after the Date of Practical Completion and every three months thereafter.

13.3 Any payment claim submitted pursuant to clause 13.2 must specify:

13.3.1 that it is a GST tax invoice;

13.3.2 the ABN of VicRoads;

13.3.3 the general maintenance services making up the payment claim;

13.3.4 the aggregate amount due and payable to VicRoads; and

13.3.5 the GST amount comprised in the total amount of the payment claim.

13.4 The payment claim must comply with any GST law relating to the form or content of GST tax invoices, in addition to any other requirement of this clause 13.

13.5 VicRoads will be entitled to be paid the amount of the payment claim on presentation of a written demand in accordance with clause 14.24.

13.6 The Owner acknowledges that VicRoads will engage its maintenance contractor in accordance with its normal practices, as required by the Victorian Government Code of Practice and on commercial terms to be decided by VicRoads. VicRoads agrees to take into account in any appointment of its maintenance contractor any reasonable objections raised by the Owner.

13.7 VicRoads may in any manner and to the extent it deems appropriate or necessary audit the performance by the Owner of the Owner's maintenance responsibilities in accordance with the Maintenance Plan and this Agreement after consultation with Council.

13.8 Alteration to or refurbishment of the Channel

13.8.1 The Owner must ensure that the design and construction of any alteration to or refurbishment of the Channel complies with the following requirements, standards and guidelines:

(a) all Legislative Requirements;

(b) all requirements of Relevant Authorities;

(c) VicRoads' safety requirements, standards, guidelines and procedures;

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(d) such other requirements, standards and guidelines as VicRoads may reasonably direct from time to time; and

(e) VicRoads' proof engineering and construction certification requirements.

Council's and VicRoads' requirements will not result in Liability to VicRoads or Council

13.8.2 Under no circumstances will Council or VicRoads become in any way liable for any Loss or Liability suffered or incurred by the Owner or its Associates in respect of any requirement, standard or guideline Council or VicRoads requires or directs the Owner to comply with in respect of any alteration to or refurbishment of the Channel, except to the extent that Council or VicRoads' negligent or unlawful conduct has caused the Loss or Liability.

Owner to obtain approval for alteration design documents and the Maintenance Plan

13.8.3 Prior to the commencement of any alteration to or refurbishment of the Channel the Owner must:

(a) ensure that all alteration design documents are proof engineered in accordance with the requirements of VicRoads' and Council and to the reasonable satisfaction of VicRoads and Council;

(b) provide a report to VicRoads and Council which contains the outcomes and results of the proof engineering;

(c) obtain the written approval of VicRoads and Council with respect to the alteration design documents in accordance with clauses 13.8.4 - 13.8.6after completion of its obligations under paragraphs (a) and (b), such approval not to be unreasonably withheld;

(d) undertake a risk analysis exercise of risks associated with the proposed alteration or refurbishment works;

(e) review and implement any works, plans, design changes or other actions recommended in the risk analysis except those which VicRoads, acting reasonably, agrees to exclude;

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(f) review and implement any works, design modifications or other actions reasonably required by VicRoads;

(g) provide evidence to the reasonable satisfaction of VicRoads that all necessary Approvals from all Relevant Authorities required in respect of the alteration or refurbishment works have been obtained;

(h) pay the reasonable costs of VicRoads and Council with respect to reviewing the alteration design documents.

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Owner to submit to VicRoads for review

13.8.4 The Owner must submit to VicRoads and Council the alteration design documents and associated proof engineering certification documents in a manner and at a rate which gives VicRoads and Council a reasonable opportunity to review the alteration design documents and comment and/or request modifications in accordance with this clause 13.8.

Review and comment

13.8.5 VicRoads must in consultation with Council review the alteration design documents and may provide any comments or reasonable requests for modifications in writing within 30 working days of receipt of the alteration design documents bearing in mind its responsibilities as the Road Authority.

Modification

13.8.6 The Owner must ensure the modifications requested by VicRoads pursuant to Clause 13.8.5 are made and resubmit the modified alteration design documents to VicRoads for its approval, which will not unreasonably be withheld.

Owner remains responsible

13.8.7 The Owner remains responsible for the alteration design documents despite any review made or comment or request for modification given by VicRoads pursuant to Clause 13.8.5.

Costs of the review

13.8.8 The Owner agrees to reimburse VicRoads and Council any costs VicRoads and Council reasonably incur in the review process set out in clauses 13.8.4 to 13.8.6.

13.9 Maintenance of the Architectural Features

13.9.1 Within 8 weeks of the Date of Practical Completion of the Marine Drive Underpass and the Channel the Owner must submit a draft maintenance plan to Council for the maintenance of the Architectural Features (**AF Maintenance Plan**).

13.9.2 The AF Maintenance Plan must detail the manner in which the Architectural Features must be maintained, including:

(a) all works necessary to ensure that the Architectural Features are maintained in good condition, remain fit for their purpose and, where relevant, function at a standard which ensures they can be safely used; and

(b) regular reporting of the conduct of the maintenance activity and condition reports.

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13.9.3 Council must, in consultation with VicRoads, review the AF Maintenance Plan and provide any comments or reasonable requests for modifications in writing within 4 weeks of the receipt of the AF Maintenance Plan.

13.9.4 The Owner must ensure that modifications requested by Council in accordance with clause ~~11B.3~~ 13.9.3 are made and resubmit the modified AF Maintenance Plan to Council for their approval.

13.9.5 The Owner agrees to reimburse Council and VicRoads for any reasonable costs incurred by Council or VicRoads in the review process set out in clauses 13.9.3 to 13.9.7.

13.9.6 The approved AF Maintenance Plan may be amended by agreement in writing between Council and the Owner, after consultation with VicRoads.

13.9.7 Council and the Owner must review the AF Maintenance Plan every 3 years on the date which is the anniversary of the Date of Practical Completion.

13.9.8 The Parties agree to adopt the same procedure for the review as is set out in clauses 13.9.3 to 13.9.5 above.

13.9.9 With effect from the date of approval of the AF Maintenance Plan by Council, the Owner must, at its cost, maintain the Architectural Features in accordance with the AF Maintenance Plan.

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14 Owner's financial obligations

Construction Guarantee

14.1 The Owner must secure its obligations in relation to the design and construction of the Marine Drive Underpass and Channel under the Agreement by providing to VicRoads' satisfaction a guarantee ('construction guarantee') in accordance with clauses 14.2 and 14.3 within 14 days after execution of this Agreement.

14.2 The construction guarantee must be an on-demand irrevocable unconditional guarantee provided by a financial institution approved by VicRoads.

14.3 The amount of the construction guarantee must be $3,900,000.00 and may be provided by the Owner in the form of four guarantees, three of a value of $1,000,000.00 each and one of a value of $900,000.00.

14.4 If the Owner elects to provide the construction guarantee by way of four guarantees, the Owner shall provide them on the following dates:

(a) initial construction guarantee in the sum of $1,000,000.00 within 14 days after execution of this Agreement;

(b) second construction guarantee in the sum of $1,000,000.00 on or before 16 February 2004;

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(c) third construction guarantee in the sum of $1,000,000.00 on or before 29 March 2004; and

(d) fourth construction guarantee in the sum of $900,000.00 on or before 17 May 2004.

14.5 VicRoads must return all construction guarantees to the Owner and consent to release of same 14 days after the latter of:

(a) Practical Completion of the Marine Drive Underpass and Channel is achieved under the terms of the Contract; and

(b) the funds in the Sinking Fund for the purpose of reinstatement of Marine Drive, including the bridge over Tassell's Creek, to its original condition ("reinstatement funds") reach a value of $3,900,000.00.

14.6 Notwithstanding clause 14.5, where pursuant to clause 14.3, the construction guarantee is provided by the Owner in the form of four guarantees, VicRoads must:

14.6.1 within 14 days of the date that the reinstatement funds in the Sinking Fund accumulate to $1,000,000.00, return to the Owner and consent to the release of the first guarantee in the amount of $1,000,000.00; and

14.6.2 within 14 days of the date that the reinstatement funds in the Sinking Fund accumulate to $2,000,000.00, return to the Owner and consent to the release of the second guarantee in the amount of $1,000,000.00; and

14.6.3 within 14 days of the date that the reinstatement funds in the Sinking Fund accumulate to $3,000.000.00, return to the Owner and consent to the release of the third guarantee in the amount of $1,000,000.00; and

14.6.4 within 14 days of the end of the Defects Liability Period, return to the Owner and consent to the release of the fourth guarantee in the amount of $900,000.00.

Maintenance Guarantee

14.7 The Owner must secure its maintenance obligations under this Agreement by providing to VicRoads' satisfaction a guarantee ('maintenance guarantee') in accordance with clauses 14.8 and 14.9 within 14 days of the latter of:

14.7.1 the award of the tender for the maintenance of the Marine Drive Underpass; or

14.7.2 the Date of Practical Completion of the Marine Drive Underpass and Channel.

14.8 The maintenance guarantee must be an on-demand irrevocable unconditional guarantee provided by a financial institution approved by VicRoads.

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14.9 The amount of the maintenance guarantee must be determined by VicRoads, sufficient to cover 2 years maintenance of the Marine Drive Underpass and calculated based on the maintenance costs established by the tender awarded by VicRoads.

14.10 VicRoads may review the amount of the maintenance guarantee:

(a) when the Maintenance Plan is reviewed;

(b) in circumstances where it has exercised its step-in rights under clause 16;

(c) where there has been replacement of any component of the Marine Drive Underpass and/or Channel material to the function of the Marine Drive Underpass.

14.11 If VicRoads considers that an increase is necessary it may direct the Owner to provide a further maintenance guarantee in the amount of any required increase, to VicRoads' satisfaction.

14.12 If VicRoads directs the Owner to provide a further maintenance guarantee in accordance with clause 14.11, the Owner must provide it within 21 days.

Calling the guarantees

14.13 VicRoads may call on any guarantee with or without notice to the Owner first, in circumstances where:

(a) VicRoads asserts an entitlement to be paid or reimbursed money under this Agreement or otherwise at law, in connection with the Marine Drive Underpass and the Channel; or

(b) the Owner is in breach or default of any of its obligations under this Agreement.

14.14 In every case where VicRoads calls upon the maintenance guarantee, the Owner must within 21 days of the call, provide an additional maintenance guarantee equal to the amount called, such that the value of the maintenance guarantee always meets the value calculated in accordance with clauses 14.9 and 14.10.

Sinking fund

14.15 2 weeks prior to the expected Date of Practical Completion the Owner must establish a sinking fund for the purposes of:

(a) funding reinstatement of Marine Drive, including the bridge over Tassell's Creek, to its original condition prior to commencement of the construction to the Marine Drive Underpass and Channel;

(b) funding replacement costs for all components and parts of the Marine Drive Underpass over the Life of the Marine Drive Underpass including, but not limited to, replacement of structural components, replacement of pumps and other mechanical, electrical or electronic equipment based on the expected life of those components; and

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(c) funding replacement of the lifts

The fund (including any interest thereon) must be held on trust for the benefit of VicRoads by a bank agreed between VicRoads and the Owner.

Calculation of the first Annual Contribution

14.16 6 weeks prior to the expected Date of Practical Completion the Owner must procure Rider Hunt or another consultant approved by VicRoads to prepare:

(a) a schedule of costs for the replacement of components and parts of the Marine Drive Underpass over the Life of the Marine Drive Underpass; and

(b) a schedule of costs for the reinstatement of Marine Drive and the bridge over Tassells Creek; and

(c) a calculation of the first Annual Contribution to be paid into the sinking fund based on both (a), (b) and (c) above.

Payment of Annual Contributions

14.17 Each year, the Owner must make the Annual Contribution to the Sinking Fund.

14.18 The first Annual Contribution to the sinking fund must be made by the Owner 2 weeks prior to the expected Date of Practical Completion. Subsequent Annual Contributions must be made on the anniversary of the first Annual Contribution.

14.19 Subject to clauses 14.21A and 14.21B, for each year after the first year, the Annual Contribution will be determined by the following formula:

Annual Contribution = **Previous Contribution x $CPI_{previous}$ / $CPI_{current}$**

Where:

Previous Contribution = the Annual Contribution made in the previous year

$CPI_{previous}$ = the value of the Consumer Price Index at the time the previous Annual Contribution was made

$CPI_{current}$ = the value of the Consumer Price Index at the time the calculation is being performed.

14.20 The Sinking Fund must be maintained for the life of this Agreement.

Access to the Sinking Fund

14.21 The Owner hereby appoints VicRoads as its attorney, and agrees to authorise the bank holding the trust account for the Sinking Fund, to pay such monies as may, from time to time, be required by VicRoads upon receipt of a written demand signed by the Chief Executive of VicRoads stating that the purpose of the demand is in accordance with either clause 14.15(a) or 14.15(b) or 14.15(c) or all of those.

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14.21A The Parties agree that each year after payment of the first Annual Contribution and prior to payment of the next Annual Contribution, Rider Hunt or other consultant approved by VicRoads will review and, if appropriate, adjust:

(a) the schedule of costs referred to in clause 14.16(a) and the amount of the Annual Contribution; and

(b) the timing of replacement of parts and components

to take into account the occurrence of any incidents, accidents, damage, unscheduled replacement of parts or components of the Marine Drive Underpass or Channel, draw downs by VicRoads from the Sinking Fund or action taken by VicRoads under clause 16.

14.21B The Owner agrees to pay any Annual Contribution adjusted under clause 14.21A.

Maintenance Fund

14.22 Within 7 days after the Date of Practical Completion the Owner must establish a maintenance fund for the purpose of funding the costs of general maintenance of the Marine Drive Underpass under the Maintenance Plan.

14.23 The fund must be held on trust for the benefit of VicRoads by a bank agreed by VicRoads and the Owner.

Access to the Maintenance Fund

14.24 The Owner hereby appoints VicRoads its attorney for the purpose of paying monies out of the maintenance fund. The Owner agrees to authorise the bank holding the trust account for the maintenance fund to pay such monies as are required by VicRoads upon a written demand by VicRoads' Regional Manager – Metropolitan South East stating the purpose of the demand is in accordance with clause 14.22.

14.25 The Owner must pay the first Maintenance Contribution plus VicRoads On Cost to the maintenance fund when the fund is established and thereafter annually on the anniversary of the date of establishment.

14.26 Notwithstanding any other rights VicRoads has under this Agreement, it agrees that to the extent that it has a right to access the Sinking Fund, the maintenance fund or the Maintenance Guarantee, it will fully exercise that right before making any claim (in respect of which, VicRoads has recourse to the Sinking Fund, the Maintenance Fund or the Maintenance Guarantee) against the Owner.

15 Insurance

Owner must obtain insurances

15.1 The Owner must obtain or procure the following insurances from commencement of the Works up to and including the Date of Practical Completion:

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(a) construction works insurance in respect of the Marine Drive Underpass and Channel; and

(b) public liability insurance for the amount of $150m in respect of any one occurrence, or such other amount as VicRoads may, in its absolute discretion, agree; and

(c) professional indemnity insurance in respect of the design of the Marine Drive Underpass and Channel: $10m any one claim or $20m in the aggregate for the Contractor and $10m any one claim for any consultants to the Owner or the Contractor.

15.2 The Owner must obtain and maintain public liability insurance on the Date of Practical Completion for the amount of $150m in respect of any one occurrence or such other amount as VicRoads may, in its absolute discretion, determine.

Insurance requirements

15.3 The Owner shall ensure that in respect of the public liability insurance required under clauses 15.1(b) and 15.2:

(a) VicRoads is a named insured; and

(b) the public liability insurance policies include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons making up the insured and the insurer accepts the term "insured" as applying to each of the persons making up the insured as if a separate policy of insurance had been issued to each of them; and

(c) the Owner provides a copy of the relevant policy and certificate of currency to VicRoads when the insurance is effected and thereafter on VicRoads' reasonable request.

16 VicRoads' powers and step-in rights

16.1 If VicRoads is not satisfied with the Owner's operation, management or maintenance of the Channel, lifts, pedestrian walkways, safety fencing, vehicle and pedestrian access, stairs and other means by which pedestrians and cyclists access to and egress from the Marine Drive Underpass, VicRoads may issue a direction to the Owner in writing which specifies:

(a) the nature of VicRoads' concerns;

(b) the requirements of the Owner to take action to remedy; and

(c) the period within which the action must be taken.

16.2 If VicRoads directs the Owner in accordance with clause 16.1 and the Owner does not comply within the time specified and to the reasonable satisfaction of VicRoads, VicRoads may, but has no obligation to, take whatever action it considers reasonably...

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necessary to remedy the problem at the Owner's cost and risk and the Owner must cooperate fully and render VicRoads any assistance it requires.

16.3 The Owner expressly acknowledges that nothing in this Agreement prevents VicRoads taking any action it deems reasonably necessary to ensure the safety and proper operation of the Road Pavement and road network generally, or the proper operation and security of and access to and egress from the Marine Drive Underpass and the Channel, regardless of any legal action or proceedings, threatened or in progress, whether against VicRoads, the Owner or another party.

16.4 The Owner will take all steps necessary to be taken by the Owner, whether by entering into any agreement or executing any document, to ensure that the lowered Marine Drive will continue to be a public highway and a road for the purposes of the application of traffic law and highway authorities duties and responsibilities.

17 Intellectual Property

Intellectual Property in the Marine Drive Underpass Design Documents

17.1 The Owner shall ensure that all Intellectual Property Rights in the Marine Drive Underpass Design Documents vest in VicRoads upon their creation.

17.2 VicRoads agrees to grant a licence to the Owner to use the Marine Drive Underpass Design Documents for the purposes of:

(a) designing and constructing the Marine Drive Underpass and Channel;

(b) managing, operating and maintaining the Channel; and

(c) initiating or prosecuting any claim against or defending any claim brought by any contractor or consultant engaged by the Owner and performing any work or providing any services in relation to the Marine Drive Underpass and Channel.

Intellectual Property in the Channel Design Documents

17.3 The Owner must grant or procure an irrevocable licence to VicRoads to use the Channel Design Documents for the purposes of:

(a) managing, operating and maintaining the Marine Drive Underpass;

(b) exercising any powers or step-in rights under clause 16; and

(c) initiating or prosecuting any claim against or defending any claim brought by any contractor or consultant engaged by VicRoads and performing any work or providing any service in relation to the Marine Drive Underpass and Channel.

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Moral Rights

17.4 The Owner must obtain or procure valid consents from all holders of Moral Rights to VicRoads' use of everything to which those rights attach.



18 Agreement under section 173 of the Act

Notice and registration

18.1 This Agreement will be registered on the title to the Subject Land and when so registered will take effect as a covenant on title in law and in equity and will bind all successors in title including their assigns, transferees and mortgagees.

18.2 The Owner agrees to take all reasonable steps to allow the registration of the Agreement on the titles to the Subject Land and to maintain the registration of the Agreement on the titles to the land in the subdivision of the Subject Land including the common property of any such subdivision.

18.3 The Owner will bring this Agreement to the attention of all prospective purchasers, Mortgagees, transferees and assigns.

Giving effect to this Agreement

18.4 The Owner will do all things necessary to give effect to this Agreement.

Recording by Registrar of Titles

18.5 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 or any Mortgagee or caveator to enable the recording to be made in the Register under that section.

Council's costs to be paid

18.6 The Owner will immediately pay to Council and VicRoads (respectively), Council and 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 and VicRoads (respectively) by the Owner.

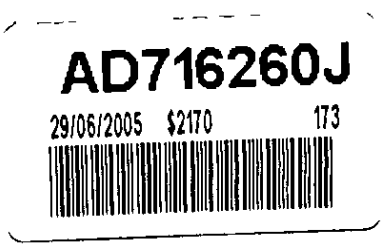
19 Disputes

Disputes

19.1 Subject to any rights under s149.1(b) of the Act, this provision applies to any dispute, difference or deadlock arising between the parties in relation to:

(a) this Agreement or its interpretation;

(b) any right or obligation of any party under this Agreement; or



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(c) the performance of any action by any party under or arising out of this Agreement, whether prior to or after its termination

("Dispute").

Dispute negotiation

19.2 A party must not refer a Dispute to litigation, unless that party has complied with this clause.

19.3 A party claiming that a Dispute has arisen must notify the other party in writing specifying details of the Dispute.

19.4 Each party must refer the Dispute to an authorised officer for that party for consideration and use its best efforts to resolve the Dispute through negotiation within 5 Business Days of the date of the notification or longer period agreed between the parties.

19.5 In the event that the authorised officers of the parties fail to resolve the Dispute within the specified period, each party must refer the Dispute to a meeting of their respective senior executive officers and use its best efforts to resolve the Dispute by agreement within 20 Business Days of the reference.

Reference to Expert or Mediator

19.6 If any Dispute fails to resolve after the meeting referred to in clause 19.5 within the specified time, then any party may refer the matter for expert determination or for mediation by providing 2 Business Days written notice to the other parties of its intention to do so.

19.7 The parties can agree the identity of the expert or mediator and failing agreement the Institute of Arbitration must nominate.

19.8 If the reference is to an expert, the expert may give direction or guidelines as to the conduct of the adjudication and the parties must comply with all such directions or guidelines. Except with the consent of the parties, all proceedings before the expert must be and remain confidential.

19.9 The decision of the expert shall be binding unless challenged by either party in accordance with clause 19.12.

19.10 An expert appointed under clause 19.6 must:

(a) make an adjudication and confirm the parties of that adjudication within 10 Business Days of his or her appointment;

(b) have regard to the obligations of the parties under this Agreement; and

(c) make a determination as to who will pay the costs of the respective parties and the costs of the expert's adjudication.

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19.11 If the reference is to a mediator, the mediation must be conducted in accordance with the Institute of Arbitrators and Mediators Rules for Mediation of Commercial Disputes. Each party must pay an equal share of the mediator's fees and expenses.

Litigation

19.12 If either party remains dissatisfied after expert determination or mediation, it may issue proceedings.

Urgent relief

19.13 A party may at any time apply to a court of competent jurisdiction for any equitable or other remedy for reasons or urgency, despite anything contained in this clause.

Continued performance

19.14 Both the parties must continue to perform their obligations notwithstanding the existence of the Dispute.

20 Notices

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Service

20.1 A notice or other communication required or permitted to be served by a Party on another Party is only given or made if it is in writing and sent in one of the following ways:

(a) Delivered or posted to that party at its address set out below.

(b) Faxed to that party at its fax number set out below.

VicRoads	
Attention:	Regional Manager Metropolitan South East
Address:	12 Lakeside Drive, Burwood East, 3151
Facsimile:	03 9887 7590
Owner	
Attention:	Marina Cove Pty Ltd
Address:	Level 10, Trustee House, 44 Queen Street, Brisbane, Queensland, 4000.
Facsimile:	07 3832 5433

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Council	Mornington Peninsula Shire Council
Attention:	Ray Webb
Address:	Municipal Offices, 90-100 Besgrove Street, Rosebud, Victoria, 3939
Facsimile:	(03) 5986 0841

Change of address or fax number

20.2 If a party gives the other party 3 business days notice of a change of its address or fax number, a notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.

Time notice is given

20.3 A notice, consent, information, application or request is to be treated as given or made at the following time:

(a) If it is delivered, when it is left at the relevant address.

(b) If it is sent by post, 2 business days after it is posted.

(c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

20.4 If a notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

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21 Miscellaneous

Commencement of Agreement

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

Approvals and consent

21.2 Except as otherwise set out in this document, a party may give or withhold an approval or consent to be given under this document in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give its reasons for giving or withholding a consent or for giving a consent subject to conditions.

Assignment

21.3 Subject to clause 3.1, a party must not assign any of its rights or obligations under this document without the prior written consent of the other parties.

Entire agreement

21.4 This document contains everything the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this document was executed, except as permitted by law.

No fettering of powers

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

No partnership etc

21.6 This Agreement does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the parties. No party is liable for an act or omission of another party, except to the extent set out in this Agreement.

No waiver

21.7 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 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.

Severability

21.8 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

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void then it must be severed and the other provisions of this Agreement will remain operative.

Input Tax Credits and GST in relation to indemnity, reimbursement or contribution

21.9 If a party is required under this Agreement to indemnify another party, or to make a reimbursement or contribution to another party, and that other party can obtain an Input Tax Credit on an acquisition associated with that indemnity, reimbursement or contribution, the amount the party is required to pay is:

- reduced by the amount of that Input Tax Credit; but
- increased by any GST payable by that other party in respect of the indemnity, reimbursement or contribution.

However, the amount of an indemnity, reimbursement or contribution is not reduced by the amount of an Input Tax Credit if that credit has already been taken into account in calculating the amount of the indemnity, reimbursement or contribution.

Terms used in this clause have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Variation

21.10 No variation of this document will be of any force or effect unless it is in writing and signed by the parties to this document.

Governing law and jurisdiction

21.11 This Agreement is governed by the law of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts, either for forum non conveniens or on any other basis.

Waiver

21.12 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

22 Definitions and interpretation

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Definitions

22.1 In this document the following definitions apply:

Act means the *Planning and Environment Act 1987.*

Agreement means this Agreement and any Agreement executed by the Parties

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expressed to be supplemental to this Agreement.

Annual Contribution has the meaning given in clause 14.19.

Approvals includes certificates, permits, consents and approvals.

Architectural Features means in relation to the Marine Drive Underpass, the buffer screen to the underpass pedestrian walkway to separate the vehicle carriageway from the pedestrians, picperf whale feature panels, stainless steel discs fixed onto the shot crete and pile walls, audio visual screens in the lift air locks and underpass pedestrian walkway, glass reinforced concrete rib elements to the top of the capping beams.

Associate means an employee, officer, agent, contractor, consultant, licensee of VicRoads or the Owner, but does not include VicRoads or the Owner.

Business Days means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

Channel means the concrete water bearing structure and marina entrance channel to be built above the Marine Drive Underpass, including the underside of the structure and any piers not acting as part of the Marine Drive Underpass.

Channel Land means the stratum of land upon which the Channel is constructed.

Construction Contract means the design and construction contract entered into between Marina Cove Pty Ltd and the Contractor.

Contractor means Baulderstone Hornibrook, engaged to carry out the design and construction of the Marine Drive Underpass and the Channel.

CPI $_{current}$ has the meaning given in clause 14.19.

CPI $_{previous}$ has the meaning given in clause 14.19.

Crown means the Crown in the right of the State of Victoria.

Date of Practical Completion means the Date of Practical Completion of the Marine Drive Underpass and Channel under the terms of the Construction Contract.

Defects Liability Period means 12 months from the Date of Practical Completion.

Design Documents means the design documents for the Marine Drive Underpass and Channel prepared by the Contractor in accordance with the Construction Contract and which comply with VicRoads' proof engineering requirements.

Environment has the meaning given in the *Environment Protection Act 1970* (Vic).

Incident Management Log means the log of incidents to be set up and maintained by the Owner in accordance with clause 13.1 of this Agreement.

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Incident Management Plan means the plan to be prepared by the Owner in accordance with clause 13.1 of this Agreement.

Intellectual Property Rights means any registered or unregistered intellectual property rights including but not limited to:

(a) patents or rights concerning any discovery, invention, process, improvement, technique or procedure or any information concerning the foregoing (whether patentable or not);

(b) trade marks, business names or trading styles;

(c) designs;

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(d) copyright and any similar or neighbouring right, including but not limited to Moral Rights;

(e) eligible layouts or protectable computer programs;

(f) as well as any right to seek registration of, or take action for infringement of, any intellectual property right.

Legislative Requirements includes:

(a) Acts, ordinances, regulations, by-laws, local laws, orders, awards and proclamations of the Commonwealth and the State or Territory in which the Works or any part thereof is being carried out;

(b) certificates, licences, permits, and Approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Works; and

(c) fees and charges payable in connection with the foregoing.

Liability means any debt, obligation, cost (including legal costs on a solicitor-own client basis), expense, loss, damage, compensation, charge or liability of any kind.

Life of the Marine Drive Underpass means 100 years from the Date of Practical Completion or such other period as may be agreed by the parties in writing.

Life of the Channel means 100 years from the Date of Practical Completion or such other period as may be agreed by the parties in writing.

Loss means any Liability of any kind whatsoever (and includes but is not limited to direct and indirect loss, consequential loss, interest or other such claim arising from any cause whatsoever whether or not such loss, damage or claim is based on contract, statute, warranty, tort (including negligence), indemnity or otherwise).

Maintenance Contribution means the maintenance fees and costs agreed between VicRoads and its maintenance contractor to be paid for the forthcoming year.

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Maintenance Plan means the maintenance plan document approved in accordance with clause 11.

Maintenance Plan Outline means a description of the maintenance and testing procedures, monitoring and inspection requirements and intervention levels for all aspects of the Marine Drive Underpass and Channel and a schedule of replacement parts for the Marine Drive Underpass and their indicative costings and anything else reasonably required by VicRoads.

Marina has the meaning given in Recital B.

'**Marine Drive Underpass** means all of the works comprising the lowered section of Marine Drive under the Channel, including the reconstructed roadway base and pavement, the Architectural Features, vehicle and pedestrian access, pedestrian walkways, safety fencing, retaining walls, struts, piers to the Channel which operate as retaining walls, service access, pumps, pumping station, stairs and lifts and other equipment, including but not limited to surveillance equipment, as generally set out in Drawing No C112 (Rev C2) dated 4 March 2004 attached to Schedule 6 of this Agreement and as may be agreed in writing by the Owner and VicRoads in the future, but does not include the Channel and any piers not acting as part of the retaining walls for Marine Drive Underpass.

Moral Rights means what it means in s.189 of the *Copyright Act 1968* (C'th).

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.

Mortgagee's Deed of Consent means the document attached to Schedule 2.

Owner means the registered proprietor for the time being of each and every title forming part of the Subject Land or subsequently created by subdivision including any body corporate created by any subdivision of the Subject land.

Party or Parties means the Owner, Council and VicRoads under this Agreement as appropriate.

Permit means planning permit no.P99/0570 attached to Schedule 3.

Planning Scheme means the Mornington Peninsula Planning Scheme and any other planning scheme which applies to the Subject Land.

Practical Completion means what it does in the Construction Contract.

Previous Contribution has the meaning given in clause 14.19.

Road Pavement means the surface and subsurface of the section Marine Drive which is reconstructed in the course of construction of the Marine Drive Underpass.

Relevant Authority means any government department, local or municipal council or

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statutory authority, public or private utility or other public or private body, which has a right to impose a requirement (including a requirement that its consent be obtained) or charge a fee in connection with the Marine Drive Underpass.

Responsible Authority has the same meaning given to that term as in the Act.

Sinking Fund means the fund established pursuant to clause 14.15.

Site means part of the declared road reserve at Marine Drive, Safety Beach, which extends approximately 560 meters north of the centre of the bridge over Tassells Creek, and approximately 320 meters south from the centre of the bridge over Tassells Creek (as identified in the CW-DC drawing numbers C105, C106, C107, C108, C109 revision T2), Safety Beach.

Site Conditions means the following conditions, whether latent or otherwise, relating to the Site and its surrounds:

(a) ground water;

(b) physical conditions including, but not limited to, terrestrial, marine and riparian;

(c) weather conditions.

Subject Land means the whole of the land described in the Certificates of Title listed in Part 1 of Schedule 1 ~~and to the extent that the Owner may acquire an interest in~~ the whole or any part of the land described in the Certificate of Titles listed in Parts 2 and 3 of Schedule 1, that land and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part ~~of it.~~

MATTHEW SEARLEY - DEACONS ON BEHALF OF THE RESPONSIBLE AUTHORITY

VicRoads On Cost means 3.75% of the Maintenance Contribution or such other reasonable figure as may be advised in writing by VicRoads to the Owner from time to time.

Interpretation

22.2 In this document, unless the context otherwise requires:

22.2.1 The singular includes the plural and vice versa.

22.2.2 A reference to a gender includes a reference to each other gender.

22.2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

22.2.4 If a Party consists of more than one person this Agreement binds them jointly and each of them severally.

22.2.5 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

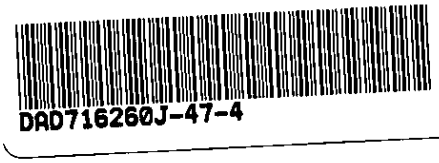
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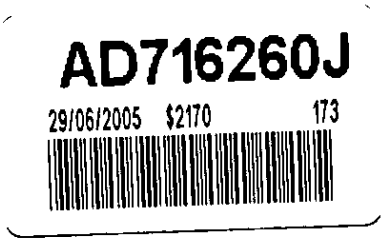
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22.2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

22.2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

22.3 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.





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Schedule 1

List of Certificates of Title Comprising the Land

Part 1 - land of which the Owner is registered proprietor

No.	Vol.	Fol.	Lot	Plan
1.	10775	072	Roads	LP081223
2.	10775	073	R1	LP053070

3. The land in Plan of Subdivision 435310J being the land described in the following Certificates of Title:

10880/507	10880/525	10880/543	10880/927
10880/508	10880/526	10880/544	10880/928
10880/509	10880/527	10880/545	10880/929
10880/510	10880/528	10880/549	10880/930
10880/511	10880/529	10880/550	10880/931
10880/512	10880/530	10880/551	10880/932
10880/513	10880/531	10880/561	10880/933
10880/514	10880/532	10880/562	10880/934
10880/515	10880/533	10880/917	10880/935
10880/516	10880/534	10880/918	10880/936
10880/517	10880/535	10880/919	10880/937
10880/518	10880/536	10880/920	10880/938
10880/519	10880/537	10880/921	10880/939
10880/520	10880/538	10880/922	10880/940
10880/521	10880/539	10880/923	10880/941
10880/522	10880/540	10880/924	10880/942
10880/523	10880/541	10880/925	10880/943
10880/524	10880/542	10880/926	10880/944

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10880/945	10880/972	10880/999	10881/025
10880/946	10880/973	10881/000	10881/026
10880/947	10880/974	10881/001	10881/027
10880/948	10880/975	10881/002	10881/028
10880/949	10880/976	10881/003	10881/029
10880/950	10880/977	10881/004	10881/030
10880/951	10880/978	10881/005	10881/031
10880/952	10880/979	10881/006	10881/032
10880/953	10880/980	10881/007	10881/033
10880/954	10880/981	10881/008	10881/034
10880/955	10880/982	10881/009	10881/035
10880/956	10880/983	10881/010	10881/036
10880/957	10880/984	10881/011	10881/037
10880/958	10880/985	10881/011	10881/038
10880/959	10880/986	10881/012	10881/039
10880/960	10880/987	10881/013	10881/040
10880/961	10880/988	10881/014	10881/041
10880/962	10880/989	10881/015	10881/042
10880/963	10880/990	10881/016	10881/043
10880/964	10880/991	10881/017	10881/044
10880/965	10880/992	10881/018	10881/045
10880/966	10880/993	10881/019	10881/046
10880/967	10880/994	10881/020	10881/047
10880/968	10880/995	10881/021	
10880/969	10880/996	10881/022	10880/546
10880/970	10880/997	10881/023	10880/547
10880/971	10880/998	10881/024	10880/548

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10880/552	10880/564	10881/051	10881/060
10880/553	10880/565	10881/052	10881/061
10880/554	10880/566	10881/053	10881/062
10880/555	10880/567	10881/054	10881/063
10880/556	10880/568	10881/055	10881/064
10880/557	10880/570	10881/056	10881/065
10880/558	10881/048	10881/057	10881/066
10880/559	10881/049	10881/058	
10880/560	10881/050	10881/059	

~~**Part 2 – land currently owned by Council and to be acquired by the Owner**~~

~~No.~~	~~Address~~	~~Vol.~~	~~Fol.~~	~~Lot~~	~~Plan~~
4.	Part of Dromana Pde	3012	344	Part of Jamieson's Special Crown Survey, shown on 4291	
5.	Part of Dromana Pde	5355	994	Part of Jamieson's Special Crown Survey, shown on 4291	

Part 3 – land currently owned by Council, part of which is to be leased by Owner

No.	Address	Vol.	Fol.	Lot	Plan
6.	Foreshore	3865	931	Part of Jamieson's Special Crown Survey	
~~7.~~	~~Part of Marine Drive~~	~~3765~~	~~865~~	~~Part of Jamieson's Special Crown Survey~~	

ON BEHALF OF THE RESPONSIBLE AUTHORITY

MATTHEW SCANLON - SCANLON

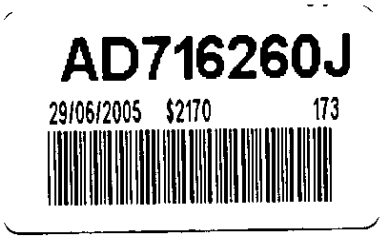
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Schedule 2

Mortgagee's Consent





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MORTGAGEE'S CONSENT

THE PUBLIC TRUSTEE OF QUEENSLAND ABN 12 676 939 467 as Mortgagee of registered Mortgage No AB500235E and **CITY PACIFIC LTD ACN 098 177 916** as Mortgagee of registered Mortgage No AB500236C (**Mortgagees**) consent to Marina Cove Pty Ltd ACN 098 177 916 entering into the Section 173 Agreement with Mornington Peninsula Shire Council and the Roads Corporation (VicRoads) (**s173 Agreement**) and agree to be bound by the terms and conditions of the s173 Agreement as if the Mortgagees were the Owner of the Land.

Execution

SIGNED by **THE PUBLIC TRUSTEE OF QUEENSLAND ABN 12 676 939 467** by:

S Burger
.....
Signature of Witness

SASCHA RENEE BURGER
Name of Witness (Block Letters)

66 NERANG ST SOUTHPORT QLD
Address of Witness (Block Letters)

SOLICITOR
Occupation of Witness (Block Letters)

.....
Signature of ROBERT JOHN CLARE
AS DELEGATE FOR THE PUBLIC TRUSTEE OF QUEENSLAND UNDER SECTION 11A OF THE PUBLIC TRUSTEE ACT 1978

EXECUTED by **CITY PACIFIC LTD ACN 098 177 916** by:

.....
Signature of Director

PHIL SULLIVAN
Name of Director
(Block Letters)

227 B MONACO ST BROADBEACH WATER 4218
Address of Director

.....
Signature of Director SECRETARY

STEPHEN MACKAY
Name of Director SECRETARY
(Block Letters)

83 PORT JACKSON BLVD
Address of Director SECRETARY
CLEAR ISLAND WATERS QLD 4226

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Execution and date

Executed as a Deed

The common seal of the Roads Corporation was affixed by an authorised officer of the Roads Corporation in accordance with section 17 of the Constitution Act 1975 in the presence of::

The official seal of the Roads Corporation was hereunto affixed in the presence of

ROADS CORPORATION THE OFFICIAL SEAL OF

.....

.....

Signature of Authorised Officer

Authorised Officers

.....

Name of Authorised Officer

Signed Sealed and Delivered by Raymond John Webb (Manager Statutory Planning) pursuant to an Instrument of Delegation authorised by Resolution of Mornington Peninsula Shire Council, in the presence of::

.....

Witness signature

Raymond John Webb

JOHN WOODMAN

Witness name

Executed by
MARINA COVE PTY LTD (ACN 098 177 916)
by its attorney **MARY SANDRA BURNEY**
under Power of Attorney
dated 1 June 2005
in the presence of:

CRD716260J-53-8

Attorney

Mary Burney
Name (please print)

Witness

Natalie Bannister
Name (please print)

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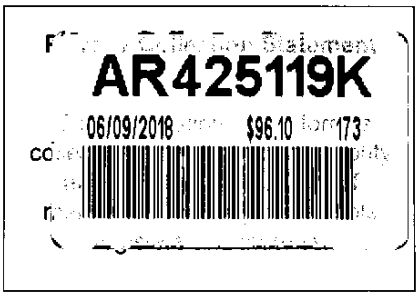
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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Lodged by

Name: HWL EBSWORTH LAWYERS

Phone: (03) 8644 3453

Address: LEVEL 26, 530 COLLINS STREET, MELBOURNE VIC 3000

Reference: MP:876529

Customer code: 985X

The responsible 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.

Land:(volume and folio)

VOLUME 10947 FOLIO 731 AND VOLUME 11011 FOLIO 489 now C.T 12010-574 TO 580(Bi)

Responsible authority:(full name and address, including postcode)

MORNINGTON PENINSULA SHIRE COUNCIL

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

YES

Signing:

DAVID LESLIE RAMSAY
Level 12, 469 La Trobe Street
Melbourne, Victoria 3000
An Australian Legal Practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

35271702A

181PEA

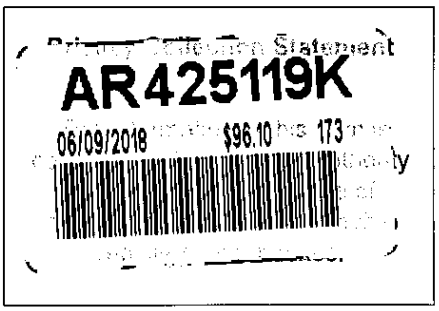
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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Certifications

1.The Certifier has taken reasonable steps to verify the identity of the applicant.

2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3.The Certifier has retained the evidence supporting this Registry Instrument or Document.

4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MORNINGTON PENINSULA SHIRE COUNCIL
Signer Name	DAVID RAMSAY
Signer Organisation	RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Signature	
Execution Date	31 AUGUST 2018

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AR425119K

Russell Kennedy
Lawyers

MORNINGTON PENINSULA SHIRE COUNCIL

and

DENARKE PTY LTD AS TRUSTEE FOR THE MARTHA COVE NO 1 VINEYARD TRUST

AGREEMENT MADE PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Property: Lot S23 on PS 435310J and Lot S26 on PS 435310J (for Lot S309)

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T **+61 3 9609 1555** F + 61 3 9609 1600 info@rk.com.au

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THIS AGREEMENT is made on 21 AUGUST 2018

PARTIES

1 **MORNINGTON PENINSULA SHIRE COUNCIL**
of Municipal Offices, 2 Queen Street, Mornington, Victoria 3931
("**Council**")

2 **DENARKE PTY LTD ATF MARTHA COVE NO 1 VINEYARD TRUST**
ABN 13 156 249 051
of 77 Castlereagh Street, Sydney, New South Wales 2000
("**Owner**")

RECITALS

A The Council is the responsible authority under the Act for the Scheme.

B The Owner is registered or is entitled to be registered as proprietor of the Land.

C Condition 10.16.6 of the Permit provides as follows:

"Prior to the issue of a Statement of Compliance for any stage of subdivision (as applicable) landscape plans prepared by a qualified Landscape Architect must be submitted to the Responsible Authority for approval. Landscaping works associated with a stage may be bonded at the time that a Statement of Compliance is sought if incomplete at that time."

D The Land is encumbered by mortgage number AM049806D in which MTGRP, L.L.C is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.

E This Agreement has been entered into in order to:

- require the landscaping and public realm works to be undertaken as required by condition 10.16.6 of the Permit;
- prohibit, restrict or regulate the use or development of the Land;
- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

F This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

1.1 "**Act**" means the *Planning and Environment Act 1987.*

1.2 "**Agreement**" means this Agreement, including the recitals and any annexures to this Agreement.

1.3 "**Business Day**" means Monday to Friday excluding public holidays in Victoria.

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1.4 "**Common Property**" has the same meaning as in the *Owners Corporation Act 2006*.

1.5 "**Endorsed Plan**" means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.

1.6 **"Land"** means the land within the Scheme described as Lot S23 on PS 435310J being the whole of the land contained in certificate of title volume 10947 Folio 731 and Lot S26 on PS 435310J being the whole of the land contained in certificate of title volume 11011 Folio 489. A reference to the Land includes any Lot or Common Property created by the subdivision of the Land or any part of it.

1.7 "**Martha Cove Marina Village – Stages 1 & 2 Plan**" means plan number 36780 R01 Rev H Sheet 1 of 39, Sheet 03 of 39 and Sheet 04 of 39 prepared by Watsons dated 20/12/2017 and includes the Typical Pavement Cross Sections and Detail Plan – Sheet 1- R03 & Service Offsets Table - R04.

1.8 "**Lot**" has the same meaning as in the *Subdivision Act 1988*.

1.9 "**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 Land or any part of it.

1.10 **"Permit"** means planning permit P99/0570.31 authorising the use and development of a harbour residential project issued by Council 22 June 1999.

1.11 "**Scheme**" means the Mornington Peninsula Planning Scheme or any other planning scheme which applies to the Land from time to time.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement ends in accordance with the Act.

3.2 Removal of Agreement

3.2.1 The parties acknowledge and agree that after registration of this Agreement with the Registrar of Titles the Owner will register:

(a) PS435310J/S207, as may be changed from time to time (**First Plan**);

(b) PS803162W, as may be changed from time to time (**Second Plan**); and

(c) PS803162W/S2, as may be varied from time to time (**Third Plan**);

3.2.2 Copies of the First Plan, Second Plan and Third Plan are annexed in Annexure B.

3.2.3 The intention of the parties is that this Agreement will be registered only on the Certificate of Title for Lot S309 on the First Plan.

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3.2.4 Accordingly, promptly after registration of the:

(a) First Plan, Council must remove this Agreement from the Certificate of Title for all lots on the First Plan other than Lot S309;

(b) Second Plan, Council must remove this Agreement from the Certificate of Title for all lots on the Second Plan; and

(c) Third Plan, Council must remove this Agreement from the Certificate of Title for all lots on the Third Plan.

3.3 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the Register.

4 OWNER'S COVENANTS

4.1 The Owner covenants and agrees that the following works must be undertaken to the satisfaction of the Council in accordance with the schedule of works required under 'LEGEND' in the plan prepared by Watsons attached as **Annexure A** (Plan number 36780 BZ01 Revision B dated March 2018) prior to the issue of a statement of compliance for Lot S309 on PS 803162W:

4.2 In Castaway Street, Scandia Way a plain footpath must be constructed with an area of 476m2 and must be completed in accordance with the Martha Cove Marina Village – Stages 1 & 2 Plan within 3 years from the date of this Agreement.

4.3 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.4 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.5 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

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4.6 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.7 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referrable to any non-compliance with this Agreement by the Owner.

4.8 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

4.8.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

4.8.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;

4.8.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

4.8.4 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum.

4.9 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.10 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.11 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

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4.12 Owner's warranty

The Owner warrants and covenants that:

4.12.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

4.12.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Land Act 1958*;

4.12.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

4.12.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

4.12.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.4 Enforcement and severability

5.4.1 This Agreement shall operate as a deed between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be

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unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

5.4.2 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 shall be severed and the other provisions of this Agreement shall remain operative.

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

6.1.1 personally on the person;

6.1.2 by leaving it at the person's address set out in this Agreement;

6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

6.1.4 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

6.2.1 if served personally or left at the person's address, upon service;

6.2.2 if posted within Australia to an Australian address, two Business Days after posting;

6.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

7.1 the singular includes the plural and vice versa;

7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

7.5 words importing one gender include other genders;

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7.6 other grammatical forms of defined words or expressions have corresponding meanings;

7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

7.7.1 two or more parties; or

7.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;

7.12 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;

7.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

8 LIMITATION OF LIABILITY

8.1 Denarke Pty Limited (ACN 002 424 384) (Denarke) enters into this Agreement only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Agreement is limited to and can be enforced against Denarke only to the extent to which Denarke is entitled to be indemnified out of the assets of the Trust under the trust deed or at law. This limitation of Denarke's liability applies despite any other provision of this Agreement except to the extent provided in clause 8.3 and extends to all liability and obligations of Denarke in any way connected with any representation, warranty, conduct, omission, deed or transaction related to this Agreement.

8.2 The parties may not sue Denarke personally or seek the appointment of a liquidator, administrator, receiver or similar person to Denarke or prove in any liquidation, administration or arrangement of or affecting Denarke personally.

8.3 The provisions of this clause 8 do not apply to any obligation or liability of Denarke to the extent that it is not satisfied because under the trust deed or by operation of law there is a reduction in the extent of Denarke's right of indemnification out of the assets of the Trust in respect of its obligations under this Agreement as a result of Denarke's fraud, negligence or breach of trust.

8.4 No attorney, agent, receiver or receiver and manager appointed in accordance with this Agreement or otherwise has authority to act on behalf of Denarke in a

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way which exposes Denarke to any personal liability and no act or omission of any such person will be considered fraud, negligence or breach of trust of Denarke for the purpose of clause 8.3.

8.5 Denarke is not obliged to do or refrain from doing anything under this contract unless its liability is limited in the same manner as set out in this clause 8.

8.6 All of the terms, clauses and conditions of this contract are subject to this clause 8.

8.7 In this clause 8, "**Trust**" means the Martha Cove No. 1 Vineyard Trust.

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EXECUTED as a deed of agreement under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by:
LUCAS GARDINER
on behalf of the Mornington Peninsula Shire Council, pursuant to an Instrument of Delegation authorised by Resolution of the Mornington Peninsula Shire Council in the presence of:

Witness

BETH HUGHES
Print Name

EXECUTED by **DENARKE PTY LTD** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by being signed by authorised persons:

Director

Amber Suzanne Warren
Full Name

77 Castlereagh Street SYDNEY
Usual Address

*Director/company secretary
*Delete whichever is inapplicable

Christopher Gordon Fanning
Full Name

77 Castlereagh St, SYDNEY
Usual Address

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MORTGAGEE'S CONSENT

MTGRP, L.L.C as Mortgagee under Mortgage no. **AM049806D** which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

Executed for and on behalf of MTGRP, L.L.C.)
in the presence of)
)
)
)
)

Tan Ching Chek
Vice President

Signature
Name of Witness: Teo Ah Hiong
Address: c/o 220 Orchard Road, #05-01 Midpoint Orchard, Singapore 238852

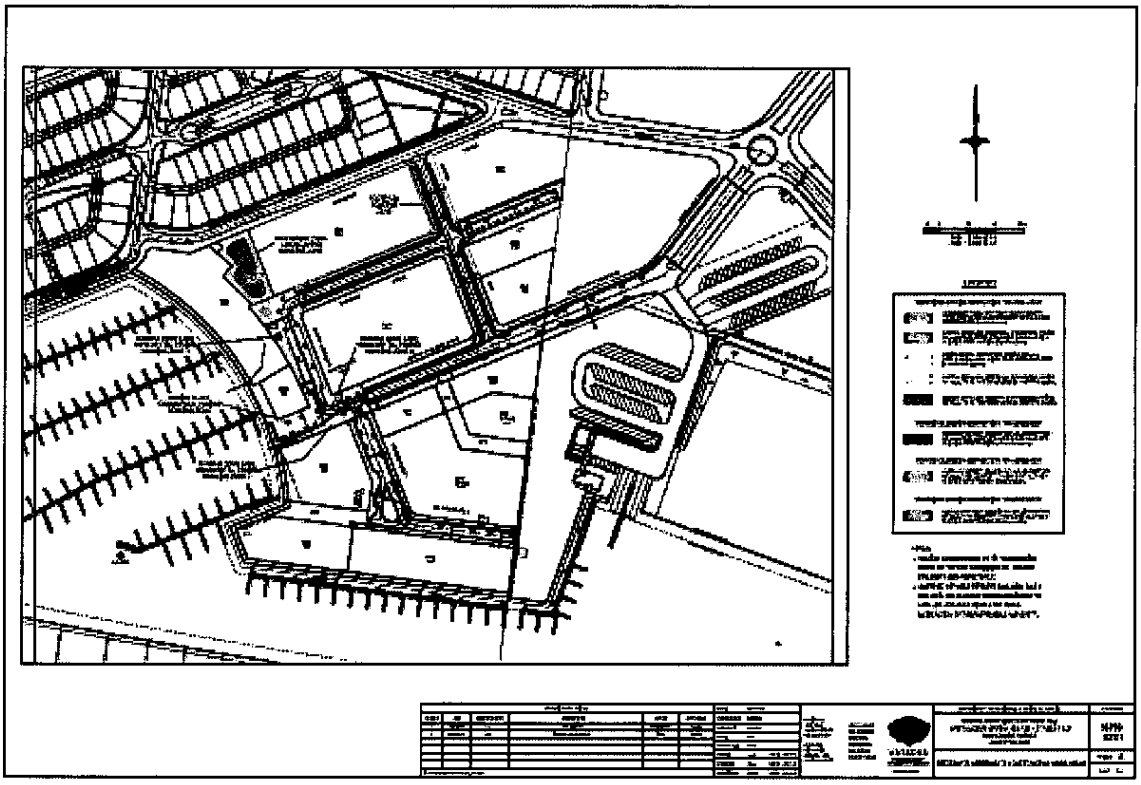
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ANNEXURE A

Copy of Plan number 36780 BZ01 Revision B dated March 2018 prepared by Watsons



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ANNEXURE B

Copy of First Plan, Second Plan and Third Plan

PLAN OF SUBDIVISION	LV use only EDITION	Plan Number PS435310J/S207

Location of Land

Parish: Kangerong
Jamieson's Crown Special Survey (Part)

Title Reference: Vol. Fol.

Last Plan Reference: Lots S22, S23 & S24 PS 435310J
Lot S26 PS 435310J

Postal Address: Marine Drive
(at time of subdivision) Safety Beach 3936

MGA Co-ordinates: E 325 850 Zone: 55
(of approx. centre of land in plan) N 5 758 350 GDA 94

Council Name: Mornington Peninsula Shire

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Road R-36	Mornington Peninsula Shire Council
Reserve No.46	United Energy Distribution Pty Ltd

NOTATIONS

Depth Limitation : Does not apply.

Survey: This plan is/is not based on survey.
This survey has been connected to permanent marks no(s) 140, 192, 194, 257, 265, 280, 295, 305, 308, 309, 330, 363, 436, 485, 537 in Proclaimed Survey Area No. 73

Staging: This is/is not a staged subdivision
Planning Permit No. P95-0670

NOTATIONS

Lots S2 to S268 (Both Inclusive), S270 to S335 (Both Inclusive), and S308 have been omitted from this stage.

Lots on this Plan may be affected by one or more Owners Corporations.

[illegible] To provide structural support through rock, geo grid & compacted back fill for the Revetment Wall on the benefited land.

Estate: MARTHA COVE
Development No.: -
No. of Lots: -
Area: -
Melways: 150 H10

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	Support [illegible] Bed Definition Harbour	See Diag.	PS 435310J Stage 6	Common Property No.1
E-50	Sewerage	See Diag.	This Plan	South East Water Corporation

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
[illegible]

REF 36760/2LotsA

KEVIN CHARLES WALSH, VERSION 10

ORIGINAL SHEET SIZE A3

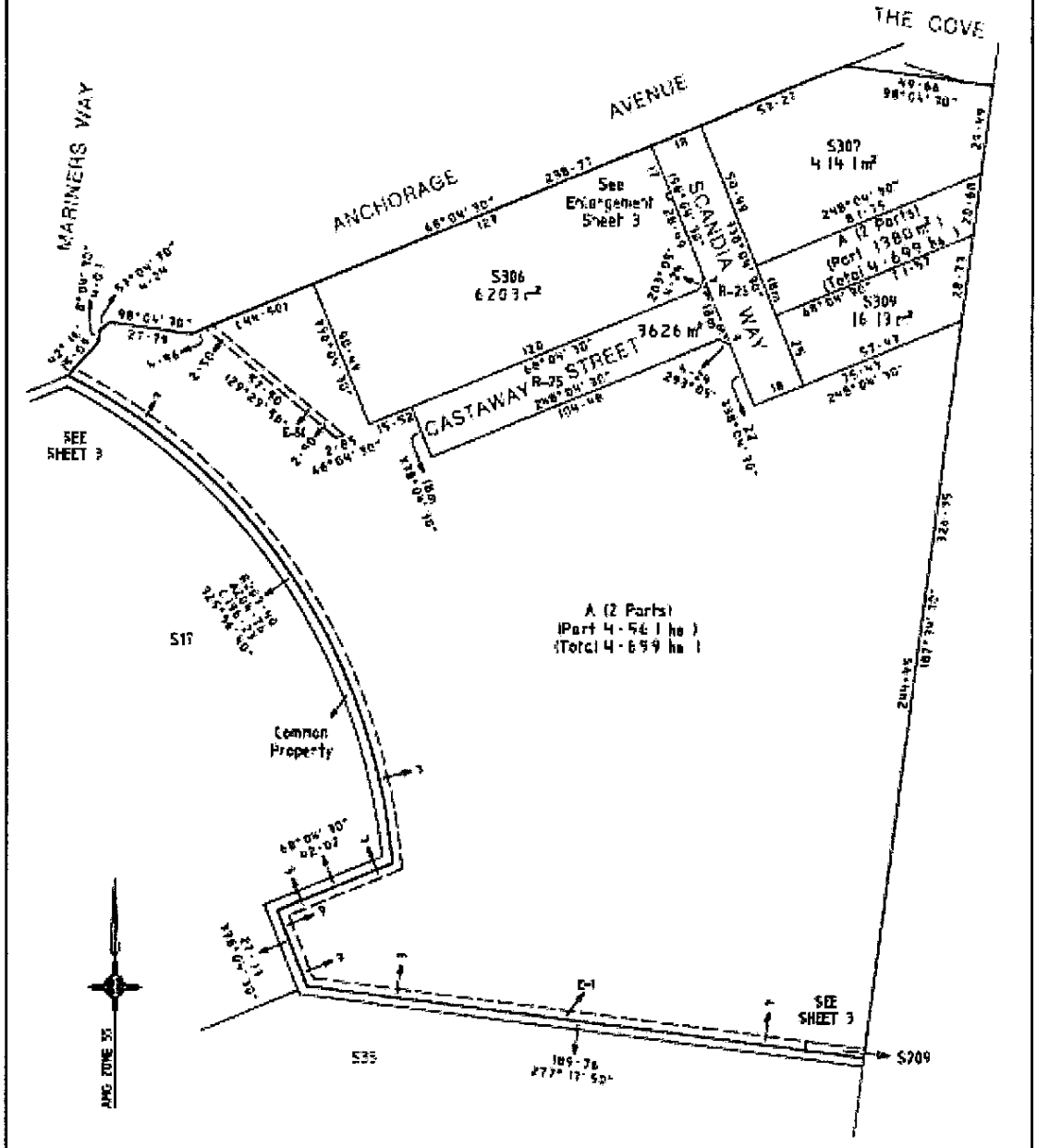
SHEET 1 OF 3 SHEETS

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Plan number:
PS 435310J/S207



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS	SCALE 1:1250	ORIGINAL SHEET SIZE A3	SHEET 7
	KEVIN CHARLES WALSH. VERSION 10		

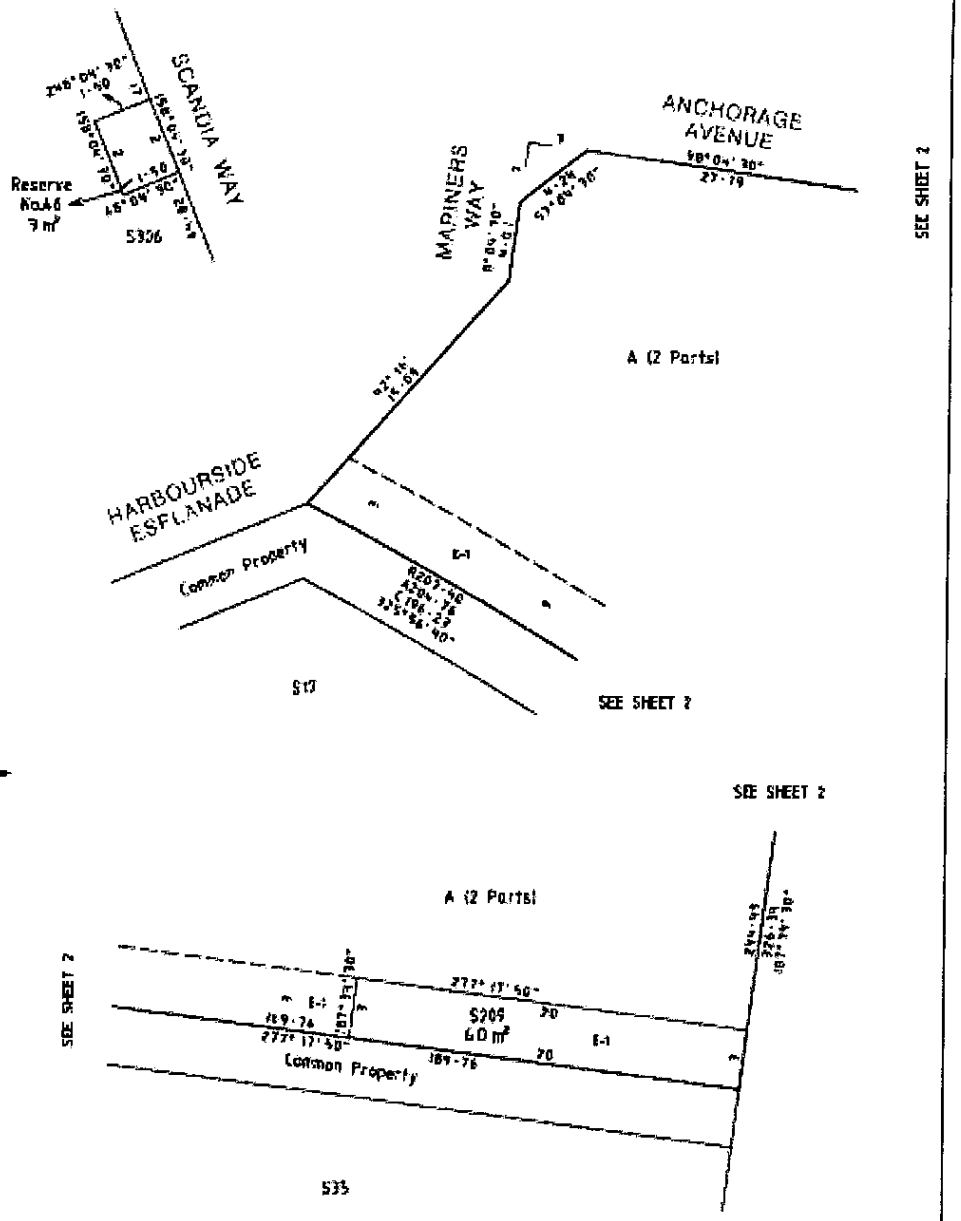
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AR425119K

Plan Number
PS 435310J/S207

Enlargement
Scale 1 : 100



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS	SCALE 1:200	ORIGINAL SHEET SIZE A3	SHEET 3
	KEVIN CHARLES WALSH, VERSION 10		

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OWNERS CORPORATION SCHEDULE

PS435310J/S207

Owners Corporation No:	1	Plan No:	PS435310J/S207
Land affected by Owners Corporation:	Lots:	ALL LAND AFFECTED BY OWNERS CORPORATION 1 ON PREVIOUS STAGES OF THIS PLAN AND ALL OF THE LOTS IN THE TABLE BELOW	
	Common Property No:	1, 2, 3 & 4	
Limitations of Owners Corporation:	UNLIMITED		

Notations

Totals		
	Entitlement	Liability
This schedule	4	4
Previous stages	9125	9125
Overall Total	9129	9129

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
6306	1	1									
6307	1	1									
6308	1	1									
6309	1	1									

WATSONS

SURVEYOR'S FILE REFERENCE: 38753

SHEET 1 of 1

ORIGINAL SHEET SIZE A3

KEVIN CHARLES WALSH, VERSION 10

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PLAN OF SUBDIVISION

LV use only
EDITION

Plan Number
PS 803152W

Location of Land
Parish: Kangerong
Jackson's Creek Special Survey Field

Council Name: Mornington Peninsula Shire

Title Reference: Vol. Fol.

Last Plan Reference: Lot A PS 432810J

Postal Address: Marine Drive
(at time of subdivision) Safety Beach 3936

MGA Co-ordinates: E 375 650 Zone 55
(of approx centre of land in plan) N 5 752 350 GDA 94

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Road R-1	Mornington Peninsula Shire Council
Reserve No.1	United Energy Distribution Pty Ltd
Reserve No.2	Mornington Peninsula Shire Council
Reserve No.3	United Energy Distribution Pty Ltd
Reserve No.4	United Energy Distribution Pty Ltd

NOTATIONS

Depth Limitation: Does not apply

Survey: This plan is/is not based on survey

This survey has been connected to permanent marks no(s) 642, 643, 644, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305
In Proclaimed Survey Area No. 72

Staging: This is/is not a staged subdivision
Planning Permit No. 6a.036/07

NOTATIONS

Less lot 1 on PS 803152W, Lots 1 to 6300 (Both Inclusive), Lots 6301 to 6331 (Both Inclusive), and Lots 6332 to 6339 (Both Inclusive) have been omitted from this plan.

Common Property No.1 refers to Common Property No.1

Lots on this Plan may be affected by one or more Owners Corporations

To provide structural support through rock, pier and beam construction for the Premises. Refer to the Building Act.

Part of Common Property No.1 comprises of a private road subject to Restrictive Rights.

Depth: 30.48m unless otherwise indicated
Development No.: -
No. of Lots: -
Area: -
Melways: ref. 163

EASEMENT INFORMATION

Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
R-1, R-2 & R-3	Support & Use for Definition Purpose	See Diag.	PS 432810J	Common Property No.1 on PS 432810J
E-1, E-2 & E-3	Carriageway	See Diag.	This Plan	Mornington Peninsula Shire Council
E-4	Sewerage	See Diag.	PS 432810J	South East Water Corporation
E-5	Sewerage	See Diag.	This Plan	South East Water Corporation
E-6, E-7 & E-8	Supply of Water through underground pipes	See Diag.	This Plan	South East Water Corporation
E-7 & E-9	Drainage	See Diag.	This Plan	Mornington Peninsula Shire Council
E-9 & E-10	Powerline	See Diag.	This Plan Section 88 Electricity Industry Act 2000	United Energy Distribution Pty Ltd

WATSONS
URBAN DEVELOPMENT CONSULTANTS & SURVEYORS

REF 38760

ORIGINAL SHEET SIZE A1

SHEET 1 OF 3 SHEETS

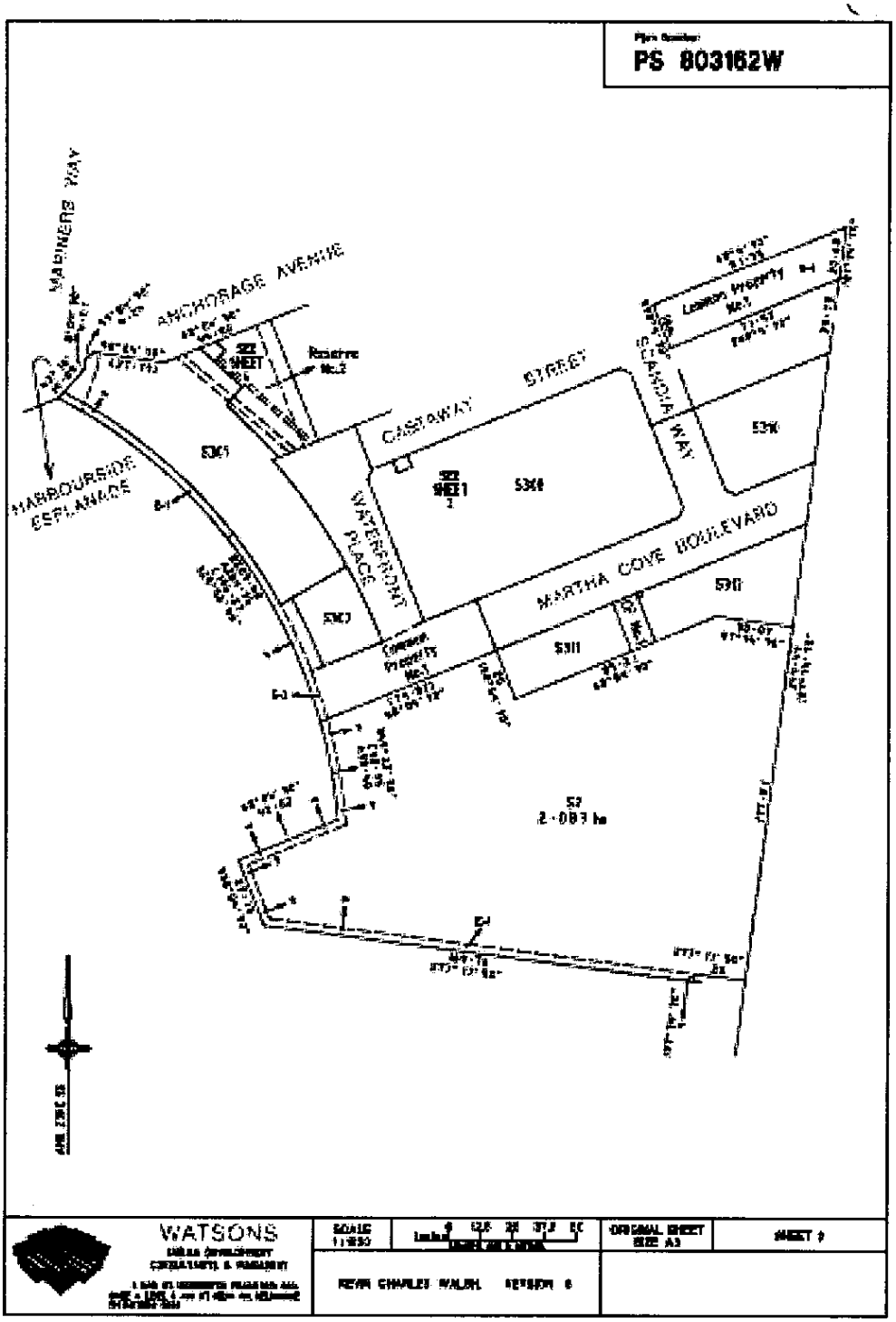
REVISION CHARLES WALSH VERSION 6

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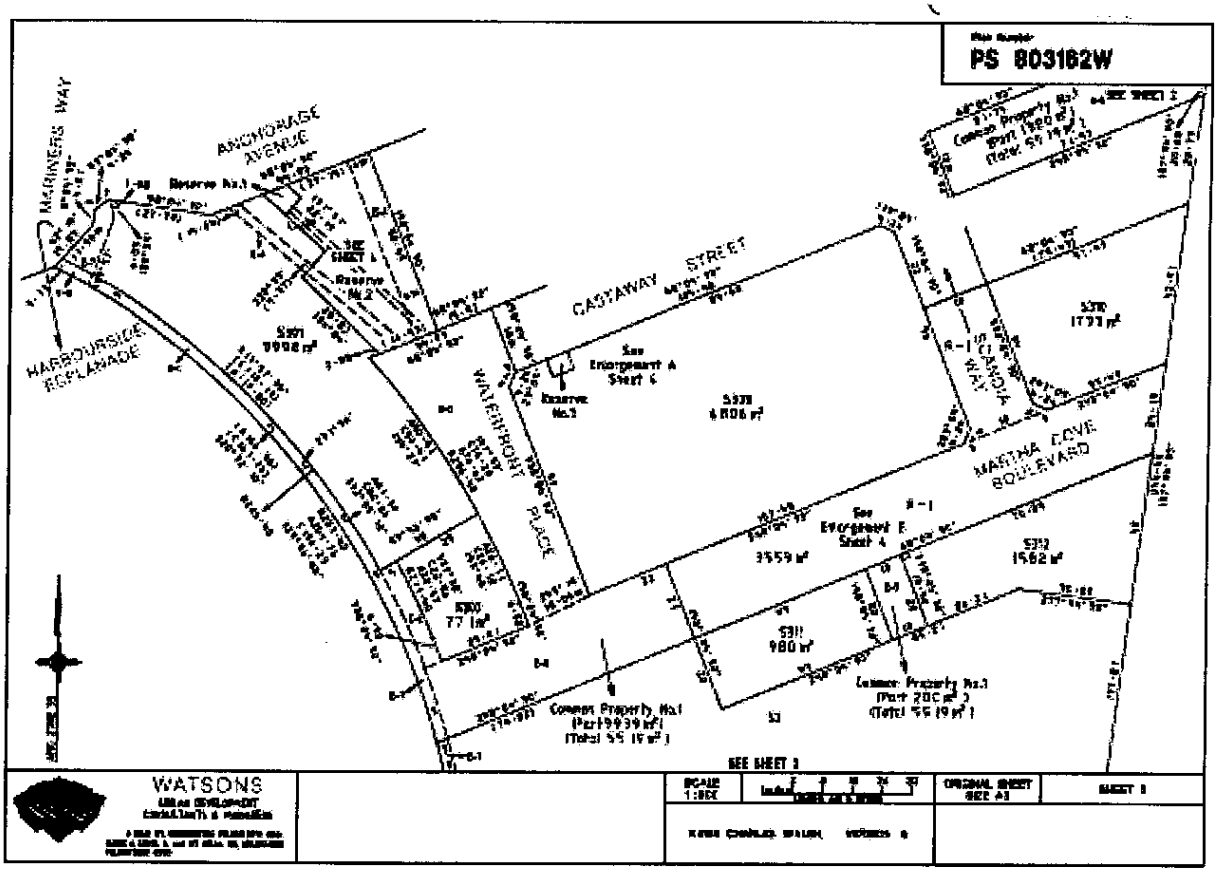
PS 803162W



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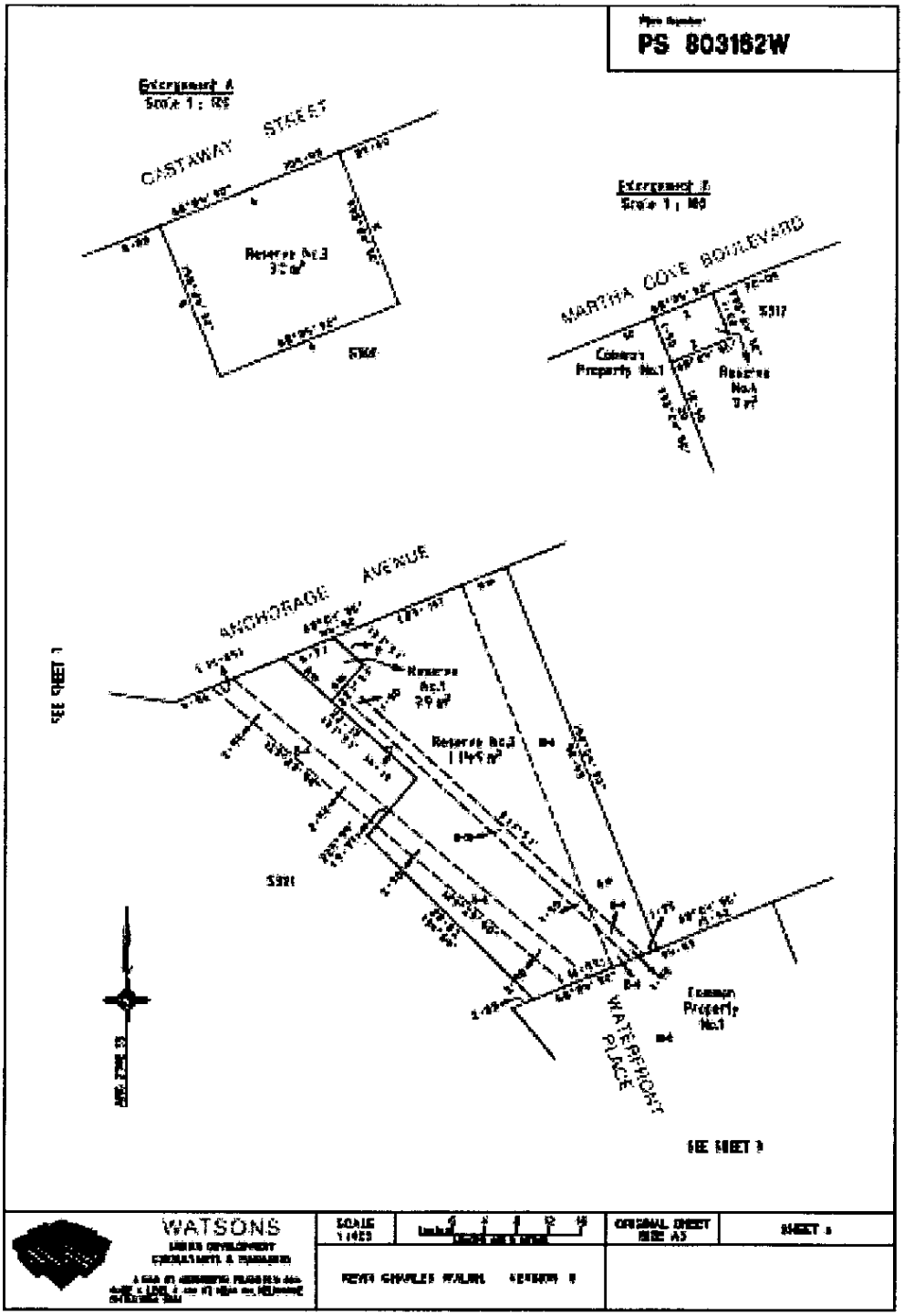


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PS 803162W



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MVB 7298972v1 LVC
Doc ID 567830243/v3

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OWNERS CORPORATION SCHEDULE

PS803162W

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PLAN OF SUBDIVISION

LV use only
EDITION

Plan Number
PS 803162W/S2

Location of Land
Parish: Kangerong
Jamieson's Crown Special Survey (Part)

Title Reference: Vol Fol

Last Plan Reference: Lot S2 PS 803162W

Postal Address: Marine Drive
(at time of subdivision) Safety Beach 3936

MGA Co-ordinates: E 325 840 Zone: 55
(of approx centre of land in plan) N 5 758 240 GDA 94

Council Name: Mornington Peninsula Shire

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Road R-7	Mornington Peninsula Shire Council
Reserve No.4	United Energy Distribution Pty Ltd
Reserve No.5	United Energy Distribution Pty Ltd

NOTATIONS

Depth Limitation : Does not apply.

Survey: This plan is/is not based on survey.
This survey has been connected to permanent marks A140, 182, 194, 237, 244, 288, 292, 295, 298, 300, 303, 430, 435, 537
in Proclaimed Survey Area No.79

Staging: This is/is not a staged subdivision
Planning Permit No. P98-0570

NOTATIONS

Lots S2 to S305 (both inclusive) & S308 to S312 (both inclusive) have been omitted from this plan.

Lots on this Plan may be affected by one or more Owners Corporations.

◆ a ◆ To provide structural support through rock, geo grid & compacted rock fill for the Revetment Wall on the benefited land.

Estate: MARTHA COVE
Development No.: -
No. of Lots: -
Area: -
Melways: 160 H10

EASEMENT INFORMATION

Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in the plan.

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-3	Support ◆ a ◆ See Definition Hereon.	See Diag.	PS 425510J	Common Property No.1 on PS 425510J
E-4, E-5 & E-6	Carriageway	See Diag.	This Plan	Mornington Peninsula Shire Council
E-5	Sewerage	See Diag.	This Plan	South East Water Corporation
E-6	Supply of Water through underground pipes	See Diag.	This Plan	South East Water Corporation

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
[illegible]

REF 36760/S12

ORIGINAL SHEET SIZE A3

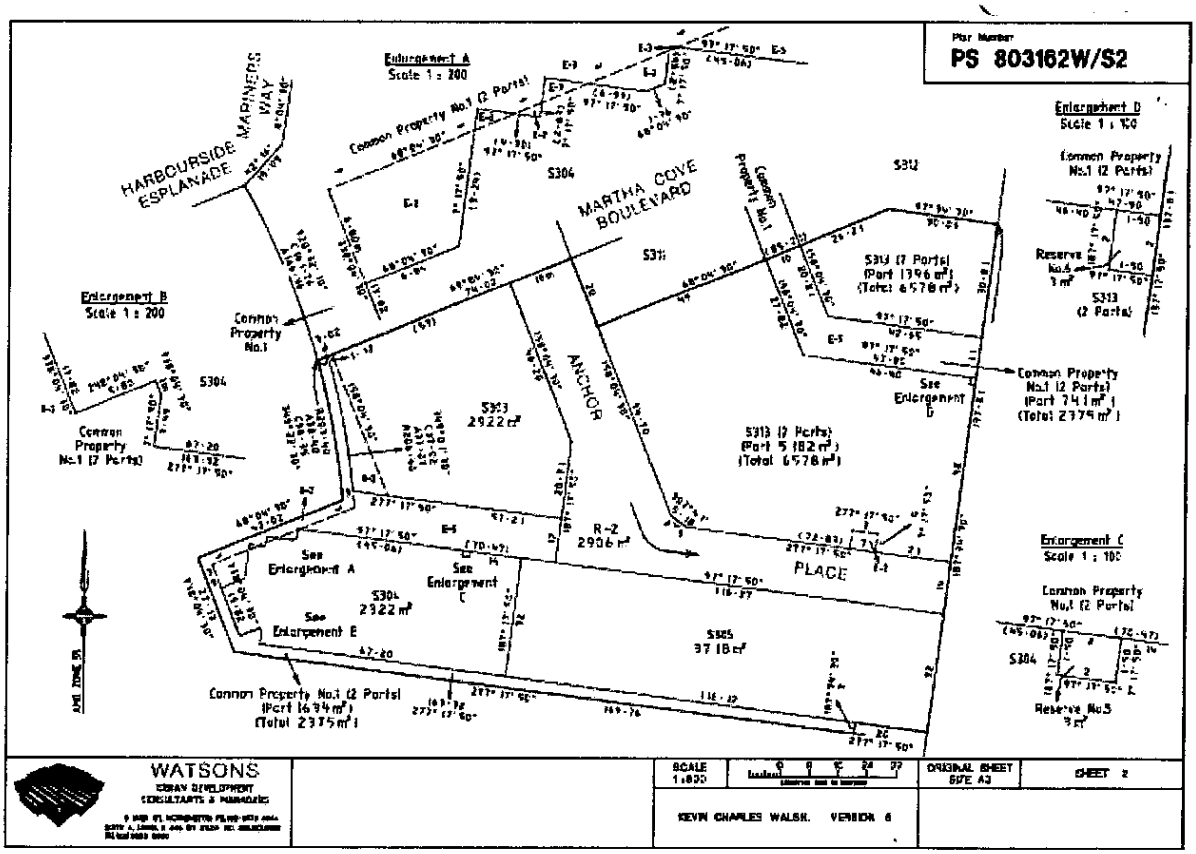
SHEET 1 OF 2 SHEETS

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OWNERS CORPORATION SCHEDULE

PS803162W/S2

Owners Corporation No: 1 Plan No. PS803162W/S2

Land affected by Owners Corporation: Lots ALL LAND AFFECTED BY OWNERS CORPORATION 1 ON PREVIOUS STAGES OF THIS PLAN AND ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation: UNLIMITED

Notations

Totals		
	Entitlement	Liability
This schedule	4	4
Previous stages	6	6
Overall Total	10	10

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
6303	1	1									
6304	1	1									
6305	1	1									
6313	1	1									

WATSONS

SURVEYORS FILE REFERENCE: 3978042g-7

SHEET 1 of 1

ORIGINAL SHEET SIZE A3

KEVIN CHARLES WALSH, VERSION 8

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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

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registers and indexes.

Form 21

Lodged by:

Name:	MADDOCKS
Phone:	03 9258 3555
Address:	Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref:	KAL:OXO:6943475
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 10947 Folio 732;
Volume 10947 Folio 731;
Volume 10947 Folio 730; and
Volume 11011 Folio 489.

Responsible Authority: Mornington Peninsula Shire Council of 90 Besgrove Street, Rosebud, Victoria

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: ROSS FULLERTON

Position Held: PRINCIPAL PLANNER

Date: 6/10/2016

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Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date 6 / 10 / 2016

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 184 Marine Drive, Safety Beach

Mornington Peninsula Shire Council
and

Denarke Pty Ltd
ACN 002 424 384

AN170935E
11/10/2016 $92.70 173

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Canberra Sydney

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2. **Interpretation** 3
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6. **Owner's specific obligations** 4
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Agreement under section 173 of the Planning and Environment Act 1987

Dated 6 / 10 / 2016

Parties

Name	**Mornington Peninsula Shire Council**
Address	90 Besgrove Street, Rosebud, Victoria
Short name	**Council**

Name	**Denarke Pty Limited ACN 002 424 384**
Address	Level 12, 77 Castlereagh Street, Sydney, NSW
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 7 of the Planning Permit.

D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

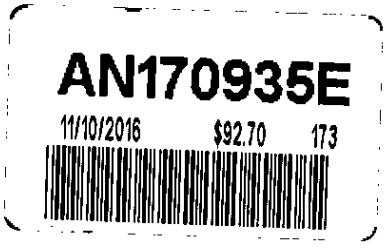
In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Building has the same meaning as in the Act.

Current Address means:



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(a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

(a) for Council, customerservice@mornpen.vic.gov.au, or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Dwelling has the same meaning as in the Act.

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.

Green Waste means all types of garden organic waste produced or accumulated in or on the Subject Land.

Manage in relation to Waste includes storage on, and collection and removal from, the Subject Land and **Management** has the corresponding meaning.

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Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. P99/0570.31, as amended from time to time, issued on 22 June 1999, authorising the use and development of the Subject Land for a harbour residential project in accordance with the Endorsed Plan.

Owners Corporation has the same meaning as in the *Owners Corporation Act* 2006.

Owners Corporation Rules means the Owners Corporation Rules made under section 138 of the *Owners Corporation Act* 2006.

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

Private Waste Contractor means a waste contractor engaged by the Owner, in accordance with the Waste Management Plan, to Manage Waste.

Recyclable Waste means Waste which is able to be recycled.

Subject Land means the land situated at 184 Marine Drive, Safety Beach being the land referred to in certificates of title volume 11011 folio 489, volume 10947 folio 730, volume

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10947 folio 731 and volume 10947 folio 732 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Waste means all domestic waste associated with and arising from the use of the Subject Land for residential purpose, including Green Waste and Recyclable Waste.

Waste Management Plan means the waste management plan submitted to, and approved by, Council in accordance with clause 6.1.

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 all genders;

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 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used 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 Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

3.1 give effect to the Planning Permit; and

3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

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4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and

4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

The Owner covenants and agrees that:

6.1 prior to the occupation of any of any Building constructed pursuant to the Planning Permit, the Owner must:

6.1.1 prepare at its own cost; and

6.1.2 submit to Council for approval,

a Waste Management Plan providing for the Management of Waste to the satisfaction of Council.

6.2 the Waste Management Plan must provide that the Management of Waste will be undertaken by a Private Waste Contractor.

6.3 the Owner must at all times implement and comply with all provisions, requirements and recommendations of the Waste Management Plan:

6.3.1 at the full cost of the Owner; and

6.3.2 to the satisfaction of Council.

6.4 if an Owners Corporation is formed, immediately upon the forming of an Owners Corporation:

6.4.1 the provisions, requirements and recommendations of the Waste Management Plan must be incorporated into, and form part of, the Owners Corporation Rules;

6.4.2 the Owners Corporation must:

(a) assume responsibility for implementing and complying with all provisions, requirements and recommendations of the Waste Management Plan; and

(b) at all times implement and comply with all provisions, requirements and recommendations of the Waste Management Plan to the satisfaction of Council.

6.5 The Owner's obligations under clause 6.3 will continue to apply, regardless of any assumption by the Owners Corporation of responsibility for implementation of, and compliance with, the Waste Management Plan.

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7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

7.2.3 agree to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

7.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement;

7.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

7.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.4 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 7.3.3, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.5 Interest for overdue money

7.5.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

7.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7.6 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

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8. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

9. Owner's warranties

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.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 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:

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

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11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

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12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

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Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed sealed and delivered)
by ROSS FULLARTON on behalf of)
Mornington Peninsula Shire Council)
pursuant to an Instrument of Delegation)
authorised by Resolution of Council in the)
presence of:)

.....
Witness

~~Executed by Denarke Pty Ltd ACN 002 424 384~~)
in accordance with s 127(1) of the *Corporations Act 2001*:)

.....
Signature of Director

.....
Print full name

.....
~~Signature of Director/Company Secretary~~

.....
~~Print full name~~

Mortgagee's Consent

MTGRP, L.L.C as Mortgagee under instrument of mortgage no. AM049806D 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.

.....
Signatory and Stamp

Willie Wong

Signed Sealed and delivered on behalf of Denarke Pty Ltd by its attorney under power of attorney in the presence of

Don Donovan (Attorney)

LR Storey
Lillie Storey
Lvl 12, 77 Castlereagh St.
Sydney NSW 2000.

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[6943475: 17546626_1] Recourse against Denarke Pty Ltd ACN 002 424 384 is limited to the assets of Mantra Cove No 1 Vineyard Trust.

cambridge management services
strata & facilities professionals

26 October 2022

IMPORTANT NOTICE TO OWNERS OF OWNERS CORPORATION NO. 5

Section 173 Agreement

Dear Owner/s,

As most of you will be aware, your committee has been working diligently with Mornington Peninsula Shire Council (MPSC) to arrange an amended 'Section 173 Agreement' that will remove the need for a private waste collection service (which, at present, is costing the Owners Corporation a significant amount of money).

Please find enclosed:

- A copy of the Section 173 agreement and the waste management plan.
- A 'Non-Represented Party Land Title Verification of Identity Form'.
- Two copies of the pages you need to sign. Please note that owners with a mortgage must obtain permission from their bank (Mortgagee Consent) so please liaise directly with your bank to properly execute that documentation.
- A 'Guide to Verification of Identity (VOI)' for your reference.

If you are being represented by a lawyer or conveyancer, please contact them for advice regarding how to properly execute the documentation and meet identity requirements.

If you are not being represented by a lawyer or conveyancer, your identity can be verified at Australia Post. **Please ensure you take the following with you to Australia Post:**

- A copy of the Section 173 agreement and the waste management plan.
- A 'Non-Represented Party Land Title Verification of Identity Form'. **This form must be signed and witnessed at Australia Post.**
- Two copies of the pages you need to sign. **These pages must be signed and witnessed at Australia Post.**

Please return the following documents to our office:

- **Both copies** of the signing pages. These must be executed with a 'wet' signature, meaning wet ink must be used and thus they cannot be scanned or signed electronically. If you require Mortgagee Consent, please ensure there are two signed copies of these pages.
- A copy of your 'Non-Represented Party Land Title Verification of Identity Form', **along with a receipt (or a copy of the receipt) from your transaction at Australia Post**. If you are being represented by a lawyer or conveyancer, please provide the identity verification documentation.

We ask owners to please arrange return of these documents as soon as possible. The sooner we receive everyone's documentation, the sooner the process will commence to execute the new agreement (and thus the sooner the Owners Corporation's fees can be revised).

If you have any questions please do not hesitate to contact our office.

Yours sincerely,

Cambridge Management Services

Russell Kennedy Lawyers

MORNINGTON PENINSULA SHIRE COUNCIL

and

THE OWNERS

AGREEMENT MADE PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Land: the land described in the Table attached at Annexure 2

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 **F** +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

An international member of Ally Law

Ref CYW 119855-01377

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THIS AGREEMENT IS DATED

2022

PARTIES

1 **MORNINGTON PENINSULA SHIRE COUNCIL**
of Municipal Offices, 2 Queen Street, Mornington, Victoria 3931
(**Council**)

2 **The Owners as described in the Table attached at Annexure 2**
(**Owner**)

RECITALS

A The Council is the responsible authority under the Act for the Scheme.

B The Owner is registered or is entitled to be registered as proprietor of the Land.

C The Land is encumbered by the mortgages as described in the Table attached at Annexure 2 to this Agreement. The Mortgagees have consented to the Owner entering into this Agreement.

D This Agreement has been entered into in order to:

(i) prohibit, restrict or regulate the use or development of the Land;

(ii) provide for Council to carry out Waste Collection Services on the Land; and

(iii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

E This Agreement is made under Division 2 of Part 9 of the Act.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

(a) **Access** means the land identified in the Waste Management Plan which is to be used to provide access over the Land to enable the Council to provide Waste Collections Services to the Land.

(b) **Act** means the *Planning and Environment Act 1987* (Vic).

(c) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.

(d) **Business Day** means Monday to Friday excluding public holidays in Victoria.

(e) **Claim** means any claim, demand, action, suit, proceeding, litigation, liability, investigation, judgment, cost or expense of any kind, including but not limited to legal costs on a legal practitioner/own client basis, and includes (without limitation) any claim, demand, action, suit, liability, cost or expense:

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(i) whether arising under any statute or at common law or based in contract or tort, or otherwise;

(ii) arising from or out of or in relation to death or personal injury, damage to or destruction of property of any kind or economic loss or consequential loss or damage; and

(iii) whether the same first arises before or after the date of this Agreement.

(f) **Common Property** has the same meaning as in the *Owners Corporation Act 2006* and for the purpose of this Agreement is the land registered in the name of the Owner and is the land shown on the Waste Management Plan.

(g) **Contractor** means any person or body corporate which is from time to time engaged by the Council to perform the Waste Collection Services and includes all employees and sub-contractors of any such Contractor.

(h) **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.

(i) **Land** means the land set out in Annexure 2.

(j) **MGB** means a mobile garbage bin being the 80 litre dark green garbage bin, the 240 litre dark green recycling bin with blue lid and the 240 litre dark green green waste bin with green lid.

(k) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar as mortgagee of the Land or any part of it.

(l) **Occupier** means a person that occupies the Land or any part of it, from time to time including a lessee.

(m) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession, and includes the owners listed in the table attached as Annexure 2 to this Agreement.

(n) **Register** means the register of land kept and maintained by the Registrar pursuant to the *Transfer of Land Act 1958* (Vic).

(o) **Registrar** means the Registrar of Titles for the purpose of the *Transfer of Land Act 1958* (Vic).

(p) **Scheme** means the Mornington Peninsula Planning Scheme or any other planning scheme which applies to the Land from time to time.

(q) **Unacceptable Material** bears the meaning ascribed to those words in clause 4.3.

(r) **Waste** includes:

(i) household waste, refuse and rubbish;

(ii) recyclable materials;

(iii) green waste; and

(iv) hard rubbish

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but does not include and Unacceptable Material.

(s) **Waste Collection Area** means the land identified in the Waste Management Plan, or as otherwise determined by the Council by written notice given to the Owner or resulting from any change which relates to this area shown on the Waste Management Plan from time to time.

(t) **Waste Collection Services** means the services provided from time to time by the Council or its Contractor, or both of them, for the collection of Waste from the Land.

(u) **Waste Management Plan** means the plan for waste management that forms part of the Endorsed Plans as may be amended from time to time, a copy of which is attached as Annexure 1 to this Agreement.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

This Agreement ends or may be amended in accordance with the Act.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

4 OWNER'S COVENANTS

4.1 Waste Collection Services

4.1.1 The Owner grants to the Council and any Contractor the right to enter upon the Common Property in order to provide the Waste Collection Services from MGBs supplied to the owners or occupiers of the lots identified in the Waste Management Plan and, generally, in relation to hard rubbish or other collection services provided by Council.

4.1.2 The Owner covenants and agrees that all Waste must be placed for collection in accordance with the Waste Management Plan and any policy in respect of Waste Collection Services published by Council from time to time.

4.1.3 The Owner must:

(a) provide a copy of this Agreement to each Occupier; and

(b) ensure that each Occupier places Waste for collection only in accordance with the Waste Management Plan and the obligations of the Owner to achieve compliance with this Agreement.

4.2 No obstruction

The Owner covenants and agrees that it must ensure that no vehicles are parked, placed or left within or on any part of the Waste Collection Area shown on the Waste Management Plan and including any Common Property so as to cause any obstruction to any vehicle used to

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provide the Waste Collection Services on the days when the Waste Collection Services are performed.

4.3 **Unacceptable material**

The Owner must not include Unacceptable Material as Waste with the following being defined as “Unacceptable Material”:

4.3.1 asbestos;

4.3.2 night soil or sewerage;

4.3.3 waste and industrial waste (as defined under the *Environment Protection Act 2017*);

4.3.4 fill, soil or rubble of any kind;

4.3.5 hot ash;

4.3.6 liquid waste;

4.3.7 paint;

4.3.8 oil;

4.3.9 Green waste which is deemed unacceptable if either:

(a) it is placed or deposited in any MGB which is not specifically designated by the Council as an MGB to be used for green waste; or

(b) any other material which is deemed to be "Unacceptable Material" in accordance with any Council direction or policy or any contract for the provision of Waste Collection Services made between the Council and the Contractor from time to time.

4.4 **Release**

The Owner releases the Council and the Contractor from any liability (whether arising at common law, under statute or otherwise) for any Claim arising directly or indirectly from or in respect of:

4.4.1 any act or omission by the Council or the Contractor (or both of them) on the Land; and

4.4.2 any damage or wear and tear caused to the Access or Waste Collection Area as a result of the Access or the Waste Collection Area being used for Waste Collection Services.

4.5 **Indemnity**

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgement or claim brought by any person arising from or referrable to the Waste Collection Services, this Agreement or any non-compliance with this Agreement.

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4.6 **Successors in title**

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.7 **Further assurance**

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.8 **Payment of Council's costs**

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

4.9 **Mortgagee to be bound**

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.10 **Standard of works**

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.11 **Council access**

The Owner covenants to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.12 **Covenants run with the Land**

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.13 **Owner's warranty**

The Owner warrants and covenants that:

4.13.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

4.13.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under the *Transfer of Land Act 1958* (Vic);

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4.13.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

4.13.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in the *Transfer of Land Act 1958* (Vic); and

4.13.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989* (Vic) or *Local Government Act 2020* (Vic), and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a statement of compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.4 Enforcement and severability

5.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

5.4.2 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 shall be severed and the other provisions of this Agreement shall remain operative.

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

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6.1.1 personally on the person;

6.1.2 by leaving it at the person's address set out in this Agreement;

6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;

6.1.4 by email to the person's current email address notified to the other party; or

6.1.5 by facsimile to the person's current number notified to the other party.

6.2 **Time of service**

A notice or other communication is deemed served:

6.2.1 if served personally or left at the person's address, upon service;

6.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;

6.2.3 if sent by email, subject to the clause 6.2.5, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000* (Vic);

6.2.4 if served by facsimile, subject to the clause 6.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

6.2.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

6.3 **Proof of receipt of notice by email**

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

7.1 the singular includes the plural and vice versa;

7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

7.5 words importing one gender include other genders;

7.6 other grammatical forms of defined words or expressions have corresponding meanings;

7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

7.7.1 two or more parties; or

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7.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;

7.12 a reference to an authority, institution, association or body (original entity) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;

7.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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ANNEXURE 1

(Copy of Waste Management Plan)

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Residential Waste Management Plan

Martha Cove

Superlot 01-13

As Part of Planning Permit P99/0570

Prepared for Denarke Pty Ltd

Author: Kristian Horana BEng (Civil)
Date: 17th February 2016

Amendment 6th June 2022

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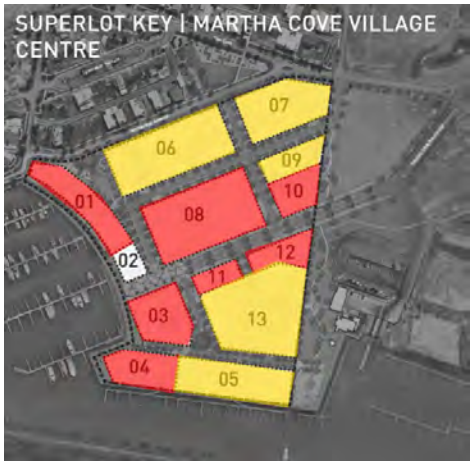
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1. INTRODUCTION

Wastech Services Pty Ltd was commissioned by Robert Day on behalf of Denarke Pty Ltd to prepare a waste and recycling plan associated with the proposed Martha Cove development located in Safety Beach. This report has been prepared as part of Planning Permit P99/0570.

The residential component of the development consists of seven (7) blocks of apartment buildings (shown in red below) and six (6) blocks of townhouses (shown in yellow below) as summarised in the table below.



Locality	Number of Dwellings
Superlot 01	41 Apartments
Superlot 03	22 Apartments
Superlot 04	28 Apartments
Superlot 05	14 Townhouses
Superlot 06	30 Townhouses
Superlot 07	20 Townhouses
Superlot 08	64 Apartments
Superlot 09	7 Townhouses
Superlot 10	15 Apartments
Superlot 11	16 Apartments
Superlot 12	23 Apartments
Superlot 13	29 Townhouses
Total	309 Dwellings

This report covers only the residential management of waste, refer to the *Commercial Waste Management Plan* for details on how commercial waste is to be managed.

1.1 Scope

Wastech Services have reviewed the building layout drawings and details and provide and provided this report to include:

- Calculation of weekly waste and recyclable volumes
- Provided recommendations for compaction, storage and transportation of waste and recyclables within the building
- Highlighted relevant design issues that may affect the handling and movement of Waste and Recyclables within the development
- Included technical brochures and drawings for recommended equipment
- Provided recommendation for collection vehicle type
- Referenced collection companies and/or council collection/disposal services

1.2 Conditions

All recommendations and equipment shall be in compliance with council codes, BCA, Australian Standards, and statutory requirements.

The results of the above analyses are outlined in the following sections

- On-going use of the premises. Does not include demolition or construction stages
- Figures and calculations are based on drawings and information supplied
- Waste volume figures are estimates only and will be influenced by the tenant, resident and operator's disposition toward waste disposal and recycling, and by the development's occupancy rate. Refer to the enclosed tables for rates and assumptions.

The recommendations, estimates and plan contained in this Waste Management Plan (Plan) have been prepared by analysing information, guidelines, documents and regulations provided by you and third parties, including local government and council bodies (Information). Wastech Engineering does not verify the accuracy of the Information and you acknowledge that the Information, and assumptions based on the Information within the Plan, is outside the control and knowledge of Wastech Engineering. Wastech Engineering has prepared the Plan with due care and skill. However, no assurance or representation is made that the Plan reflects a guaranteed outcome and Wastech Engineering will not be liable to you for Plans or outcomes that are not suitable for your purpose, whether as a result of incorrect or unsuitable Information or otherwise. Except as specifically stated, no warranty or representation of accuracy or reliability in respect of the Plan is given by Wastech Engineering.

2. GENERATED WASTE ESTIMATE

The enclosed waste estimates, expressed in uncompacted cubic metres per week, are summarised as follows. Refer to the enclosed waste generation calculations for further detail. Commingled recycling incorporates Glass, HDPE and PET containers, paper and cardboard.

Residential Waste	Garbage	Commingled Recycling
Superlot 01	4.92	4.92
Superlot 03	2.64	2.64
Superlot 04	3.36	3.36
Superlot 05	1.68	1.68
Superlot 06	3.60	3.60
Superlot 07	2.40	2.40
Superlot 08	7.68	7.68
Superlot 09	0.84	0.84
Superlot 10	1.80	1.80
Superlot 11	1.92	1.92
Superlot 12	2.76	2.76
Superlot 13	3.48	3.48
Total (Uncompacted m^3/week)	37.08	37.08

Table 1: Waste Estimate

3. RESIDENTIAL WASTE MANAGEMENT

3.1 Waste Streams

Residential waste shall be sorted on-site by the residents into the following streams and associated bins:

Waste Stream	Colour Code
Garbage	Red
Commingled Recycling	Blue
Garden Waste	Green

3.2 Garbage and Recycling Disposal

3.2.1 Apartments

Residential apartments shall use plastic lined receptacles for the temporary storage of garbage waste and recycling crates for the temporary storage of recycling. Once full, residents shall dispose of bagged garbage and recycling into separate 660 litre bulk bins located in the waste room of each apartment building at basement level. Residents shall utilise the stairs or lift to reach the level.

3.2.2 Townhouses

Residential townhouses shall use plastic lined receptacles for the temporary storage of garbage waste and recycling crates for the temporary storage of recycling. Once full, Residents shall dispose of bagged garbage, as required, into their own 120 litre garbage bins and recycling into a separate 240 litre recycling bin. Green waste will also be disposed of into a separate 240 litre garden bin. The bins will be located within the property in the garage or other suitable location.

3.3 Residential Garbage and Recyclable Collection

3.3.1 Apartments

Collections will occur separately for each individual apartment block. Bins for each apartment block will remain in the waste rooms at all times and only be moved for collection.

During collections: the collection contractor will enter the basement, park in proximity to the waste room, exit the vehicle and move bins from the waste room to the vehicle (on equal grade) and return the bins to their original location once collections have been completed. The building manager will ensure access is available.

Collections will occur on a twice a weekly basis for garbage and recycling by private contractor using a 6.4 small rigid rear lift vehicle (nominal dimensions can be found in the appendix). Overhead height considerations will be made, an overhead clearance height of 3.5m is recommended with 2.2m being the absolute minimum. Collections will be organized to be performed for all blocks on the same day of the week.

3.3.2 Townhouses

Each townhouse resident will be responsible for moving their own garbage and recycling bins for collection from inside their garages and positioning them as show in the figure below. The residents shall present bins on the evening prior to the day of collection and return emptied bins back inside the garages once bins have been emptied.

The collection of waste and recycling bins is to be performed by local council for lots 6, 7 and 9. The collection of waste and recycling bins is to be performed by private contractor for lots 1, 2, 3, 4, 5, 8, 10, 11, 12 and 13.

During collections: The contractor will be required to remain standing, exit the vehicle and move the bins presented for emptying before returning the bins back to their original locations. Collections will be performed by local council and private contractor using a 6.4m rear loading vehicle. There are no height limitations present at any of the collection points for the townhouse blocks.

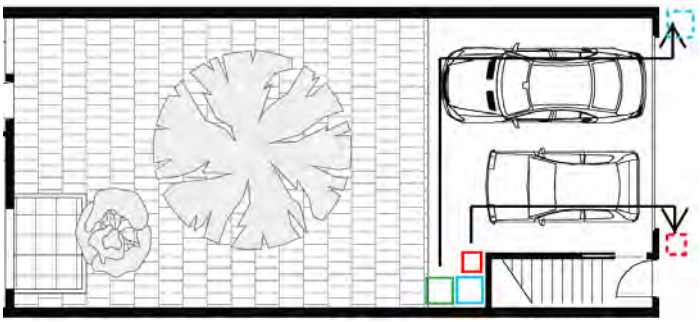


Figure 2: Townhouse Collection

4. WASTE CALCULATIONS

4.1 Superlot 01

Garbage		
Weekly Garbage Volume (Uncompacted)	4.92	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	4	Per week
Spare Bins Required	0	
Total Garbage Bins Required	4	

Table 3: Superlot 01 - Garbage

Recycling		
Weekly Recycling Volume	4.92	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	4	Per week
Spare Bins Required	0	
Total Recycling Bins Required	4	

Table 4: Superlot 01 - Recycling

4.2 Superlot 03

Garbage		
Weekly Garbage Volume (Uncompacted)	2.64	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	2	Per week
Spare Bins Required	0	
Total Garbage Bins Required	2	

Table 5: Superlot 03 - Garbage

Recycling		
Weekly Recycling Volume	2.64	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	2	Per week
Spare Bins Required	0	
Total Recycling Bins Required	2	

Table 6: Superlot 03 - Recycling

4.3 Superlot 04

Garbage		
Weekly Garbage Volume (Uncompacted)	3.36	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Garbage Bins Required	3	

Table 7: Superlot 04 - Garbage

Recycling		
Weekly Recycling Volume	3.36	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Recycling Bins Required	3	

Table 8: Superlot 04 - Recycling

4.4 Superlot 05

Garbage		
Weekly Garbage Volume (Uncompacted)	1.68	Cubic metres
Bin Type	120	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	14	Per week
Spare Bins Required	0	
Total Garbage Bins Required	14	

Table 9: Superlot 05 - Garbage

Recycling		
Weekly Recycling Volume	1.68	Cubic metres
Bin Type	240	Litres
Frequency of Collection	0.5	Per week
Bins Required for Collection	14	Per week
Spare Bins Required	0	
Total Recycling Bins Required	14	

Table 10: Superlot 05 - Recycling

4.5 Superlot 06

Garbage		
Weekly Garbage Volume (Uncompacted)	3.60	Cubic metres
Bin Type	120	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	30	Per week
Spare Bins Required	0	
Total Garbage Bins Required	30	

Table 11: Superlot 06 - Garbage

Recycling		
Weekly Recycling Volume	3.60	Cubic metres
Bin Type	240	Litres
Frequency of Collection	1	Per fortnight
Bins Required for Collection	30	Per week
Spare Bins Required	0	
Total Recycling Bins Required	30	

Table 12: Superlot 06 - Recycling

4.6 Superlot 07

Garbage		
Weekly Garbage Volume (Uncompacted)	2.40	Cubic metres
Bin Type	120	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	20	Per week
Spare Bins Required	0	
Total Garbage Bins Required	20	

Table 13: Superlot 07 - Garbage

Recycling		
Weekly Recycling Volume	2.40	Cubic metres
Bin Type	240	Litres
Frequency of Collection	1	Per fortnight
Bins Required for Collection	20	Per week
Spare Bins Required	0	
Total Recycling Bins Required	20	

Table 14: Superlot 07 - Recycling

4.7 Superlot 08

Garbage		
Weekly Garbage Volume (Uncompacted)	7.68	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	6	Per week
Spare Bins Required	0	
Total Garbage Bins Required	6	

Table 15: Superlot 08 - Garbage

Recycling		
Weekly Recycling Volume	7.68	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	6	Per week
Spare Bins Required	0	
Total Recycling Bins Required	6	

Table 16: Superlot 08 - Recycling

4.8 Superlot 09

Garbage		
Weekly Garbage Volume (Uncompacted)	0.84	Cubic metres
Bin Type	120	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	7	Per week
Spare Bins Required	0	
Total Garbage Bins Required	7	

Table 17: Superlot 09 - Garbage

Recycling		
Weekly Recycling Volume	0.84	Cubic metres
Bin Type	240	Litres
Frequency of Collection	1	Per fortnight
Bins Required for Collection	7	Per week
Spare Bins Required	0	
Total Recycling Bins Required	7	

Table 18: Superlot 09 - Recycling

4.9 Superlot 10

Garbage		
Weekly Garbage Volume (Uncompacted)	1.80	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	2	Per week
Spare Bins Required	0	
Total Garbage Bins Required	2	

Table 19: Superlot 10 - Garbage

Recycling		
Weekly Recycling Volume	1.80	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	2	Per week
Spare Bins Required	0	
Total Recycling Bins Required	2	

Table 20: Superlot 10 - Recycling

4.10 Superlot 11

Garbage		
Weekly Garbage Volume (Uncompacted)	1.92	Cubic metres
Bin Type	660	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Garbage Bins Required	3	

Table 21: Superlot 11 - Garbage

Recycling		
Weekly Recycling Volume	1.92	Cubic metres
Bin Type	660	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Recycling Bins Required	3	

Table 22: Superlot 11 - Recycling

4.11 Superlot 12

Garbage		
Weekly Garbage Volume (Uncompacted)	2.76	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Garbage Bins Required	3	

Table 23: Superlot 12 - Garbage

Recycling		
Weekly Recycling Volume	2.76	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Recycling Bins Required	3	

Table 24: Superlot 12 - Recycling

4.12 Superlot 13

Garbage		
Weekly Garbage Volume (Uncompacted)	3.48	Cubic metres
Bin Type	120	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	29	Per week
Spare Bins Required	0	
Total Garbage Bins Required	29	

Table 25: Superlot 13 - Garbage

Recycling		
Weekly Recycling Volume	3.48	Cubic metres
Bin Type	240	Litres
Frequency of Collection	1	Per fortnight
Bins Required for Collection	29	Per week
Spare Bins Required	0	
Total Recycling Bins Required	29	

Table 26: Superlot 13 - Recycling

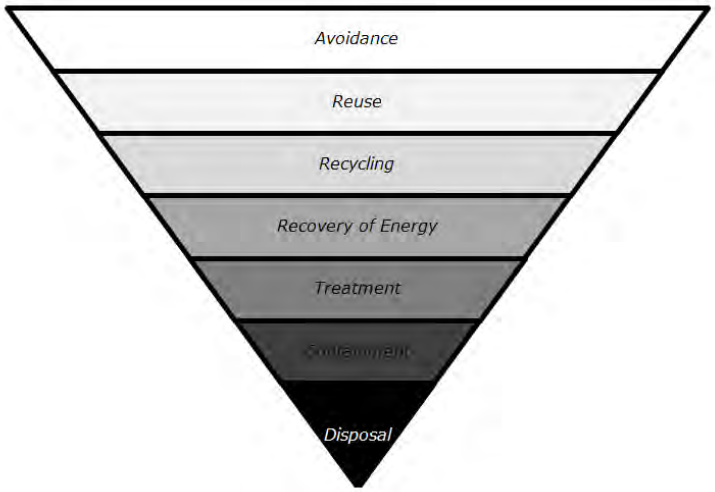
5. *WASTE STORAGE REQUIREMENTS*

The tables below detail the areas required for waste storage for each Superlot.

Locality	Total Area Required	Notes/Comments
Superlot 01	20m^2	*Provided as a dedicated waste room*
Superlot 03	12m^2	*Provided as a dedicated waste room*
Superlot 04	15m^2	*Provided as a dedicated waste room*
Superlot 05	28 m^2	*2m^2 provided within each townhouse*
Superlot 06	60 m^2	*2m^2 provided within each townhouse*
Superlot 07	40 m^2	*2m^2 provided within each townhouse*
Superlot 08	25m^2	*Provided as a dedicated waste room*
Superlot 09	14 m^2	*2m^2 provided within each townhouse*
Superlot 10	10 m^2	*Provided as a dedicated waste room*
Superlot 11	12m^2	*Provided as a dedicated waste room*
Superlot 12	10m^2	*Provided as a dedicated waste room*
Superlot 13	38 m^2	*2m^2 provided within each townhouse*

6. *WASTE MINIMIZATION STRATEGIES*

The operator (Body Corporate) will be responsible for the education of residential tenants in the practices of waste reduction/minimisation to divert waste from landfill. This will be achieved by the following:



- Document and distribute details of the chute system that is in place on site to all residents;
- Distribution of notices to all residents encouraging waste separation
- All bins to be labelled and colour coded stating types of waste that can be deposited i.e. paper/cardboard bins, container recycling bins, garbage bins
- A designated hard rubbish collection point shall be provided with for residents to place hard rubbish for collection on specified days.
- Any future change to regulatory requirements or to the developments' waste generation rates will require the operator to conduct a waste audit and revise the waste management system that is in place accordingly

7. MANAGEMENT SYSTEMS

Items unsuitable for disposal via garbage or recycling bins would need to be disposed with the assistance of the building manager. This would include: large, heavy, and liquid waste items.

To minimise security, vandalism, odour/visual impact, and health/safety issues, the following shall be implemented:

Transferring waste and shifting bins shall require the minimum possible manual handling. The operator will assess manual handling risks as per regulatory requirements and provide appropriate documentation to the building manager;

- Signage and usage labels for the garbage and recycling bins will be provided by the operator;
- The waste rooms will be secure and vermin proof;
- The waste rooms shall be ventilated in accordance with Australian Standard AS 1668.2;
- A bin wash area comprising a tap and floor drain with trap and sewer connection will be located within each of the waste rooms
- The building manager shall keep the waste rooms clean, keep bin lids closed and wash bins regularly;
- The developer will consider the feasibility of utilizing waste and recycling chutes in apartment buildings for ease of disposal for residents.

The body corporate will aim to:

- Adopt and implement this waste management plan through each building
- Ensure commitment of residents to waste management through adequate documentation and distribution of waste management systems currently in place
- Review and monitor performance of waste plan annually or as required
- Educate residents on occupational health and safety issues relating to waste management plan
- Follow the *waste minimization hierarchy* as detailed on section 6

Extract of Section 5 Victoria Noise Control Guidelines

The main annoyance produced by domestic refuse collections occurs in the early morning (in other words, before 7 am). Therefore, if possible, routes should be selected to provide the least impact on residential areas during that time. Collection of refuse should follow the following criteria:

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

8. CONTACT INFORMATION

Wastech Services Pty. Ltd.
Waste Equipment Designer & Manufacturer
33 Wedgewood Road, Hallam VIC 3803
Ph 03 8787 1600
wmp@wastech.com.au

SITA Environmental Solutions
(private waste collector)
64-84 Waterview Close, Hampton Park, VIC 3976
Ph 8795 2000

VISY Waste Management Integrated Solutions
(private waste collector)
Lot 2, 46-48 Dohertys Road, Laverton, VIC 3025
Tel: 03 9369 7477

Veolia Environmental Services
(private waste collector)
Level 1, 85 Buckhurst St, South Melbourne VIC 3205
Ph 132 955

JJ Richards & Sons Pty Ltd
(private waste collector)
50 Elliott Road, Dandenong, VIC, 3175
Ph 9794 5722

Eco-Safe Technologies
(odour control equipment supplier)
C/o Wastech Engineering

APPENDIX I: WASTE ESTIMATES

Superlot 01			
Floor Area (m^2, estimated)	41		
Garbage for Disposal (m^3/week uncompacted):	4.92	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	4.92	(Rate: m^3/dwelling/week)	0.120
Superlot 03			
Floor Area (m^2, estimated)	22		
Garbage for Disposal (m^3/week uncompacted):	2.64	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	2.64	(Rate: m^3/dwelling/week)	0.120
Superlot 04			
Floor Area (m^2, estimated)	28		
Garbage for Disposal (m^3/week uncompacted):	3.36	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	3.36	(Rate: m^3/dwelling/week)	0.120
Superlot 05			
Floor Area (m^2, estimated)	14		
Garbage for Disposal (m^3/week uncompacted):	1.68	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	1.68	(Rate: m^3/dwelling/week)	0.120
Superlot 06			
Floor Area (m^2, estimated)	30		
Garbage for Disposal (m^3/week uncompacted):	3.60	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	3.60	(Rate: m^3/dwelling/week)	0.120
Superlot 07			
Floor Area (m^2, estimated)	20		
Garbage for Disposal (m^3/week uncompacted):	2.40	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	2.40	(Rate: m^3/dwelling/week)	0.120

Superlot 08			
Floor Area (m^2, estimated)	64		
Garbage for Disposal (m^3/week uncompacted):	7.68	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	7.68	(Rate: m^3/dwelling/week)	0.120
Superlot 09			
Floor Area (m^2, estimated)	7		
Garbage for Disposal (m^3/week uncompacted):	0.84	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	0.84	(Rate: m^3/dwelling/week)	0.120
Superlot 10			
Floor Area (m^2, estimated)	15		
Garbage for Disposal (m^3/week uncompacted):	1.80	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	1.80	(Rate: m^3/dwelling/week)	0.120
Superlot 11			
Floor Area (m^2, estimated)	16		
Garbage for Disposal (m^3/week uncompacted):	1.92	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	1.92	(Rate: m^3/dwelling/week)	0.120
Superlot 12			
Floor Area (m^2, estimated)	23		
Garbage for Disposal (m^3/week uncompacted):	2.76	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	2.76	(Rate: m^3/dwelling/week)	0.120
Superlot 13			
Floor Area (m^2, estimated)	29		
Garbage for Disposal (m^3/week uncompacted):	3.48	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	3.48	(Rate: m^3/dwelling/week)	0.120
TOTAL			
Garbage (m^3/wk uncompacted):	37.08		
Commingled Recycling. (m3/week uncompacted):	37.08		

APPENDIX II: SITE PLAN



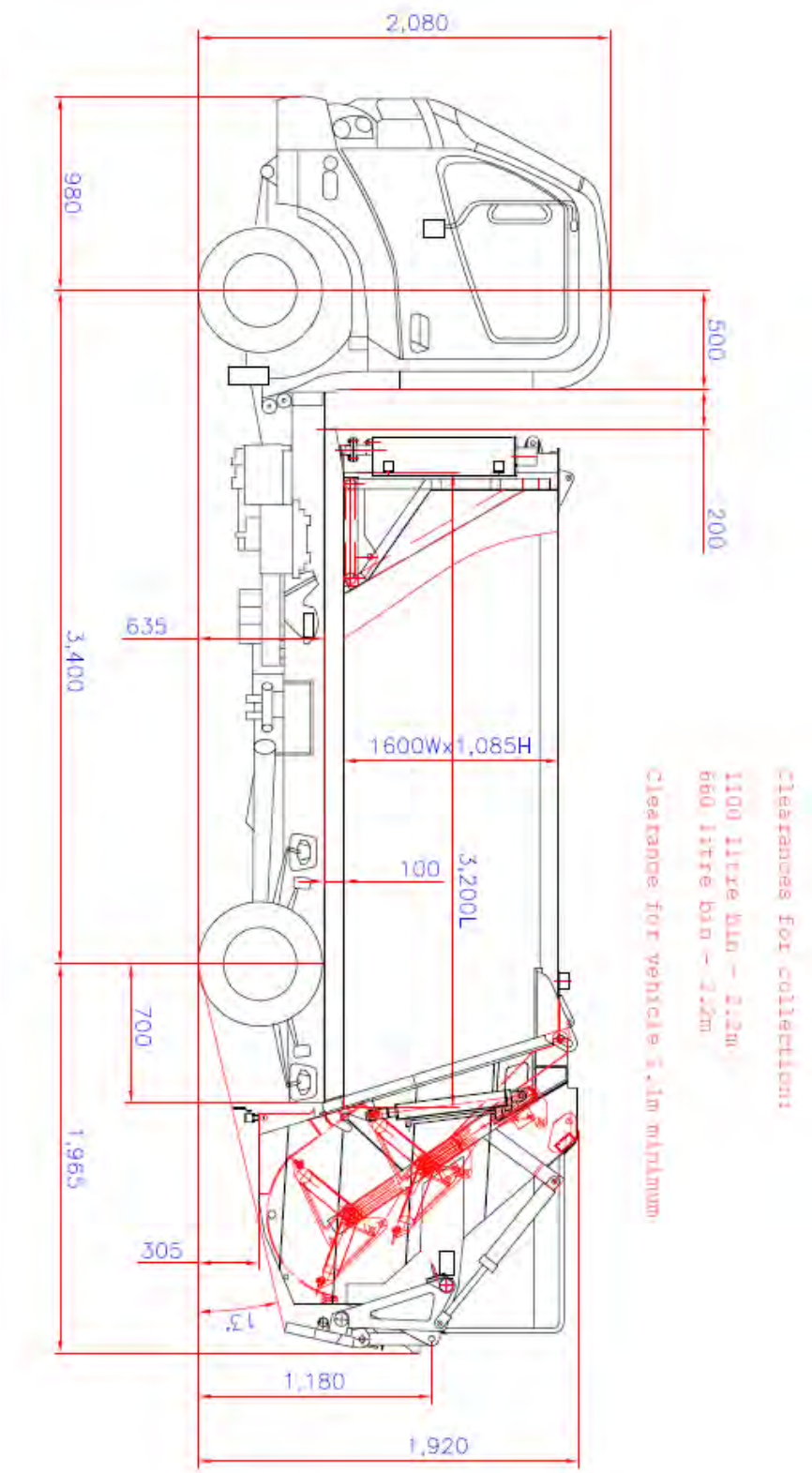


LEGEND

- Application Area
- Main Street - 21.0m
- Shared Street - Plaza
- Street - 18.0m
- Street - 14.0m
- Laneway - 6.0m [min.]
- Pedestrian Access Way / Key Pedestrian Connection [within plaza, open space or common property]

FIGURE 19: STREET NETWORK PLAN

APPENDIX III: COLLECTION VEHICLE



Non - represented party (Victoria only) Land title verification of identity form (Land Title ID Check express service post offices only)

How to present your application at Australia Post

1. Ensure you have the appropriate identification documents for the highest possible category. Identification documents to be presented must contain matching personal information, be original and current (except for an expired Australian Passport which has not been cancelled and was current within the preceding two years).
   - If you have changed your name from that on an identification document, you will also need to provide a change of name document(s).
   - A translation will be required for all passports, driver licences and birth certificates if not in English. The translation is to be completed by a NAATI accredited translator (go to www.naati.com.au for details).

You should produce two Category 1 documents, if these have been issued to you. If you cannot satisfy Category 1 requirements, you must produce documents from the next highest category possible.~

Australian citizen or resident					Non Australian citizen or resident
Category 1	**Category 2**	**Category 3**	**Category 4 (a)**	**Category 4 (b)**	**Category 6**
ONE of the following • Australian passport • Foreign passport	**ONE** of the following • Australian passport • Foreign passport	**ONE** of the following • Australian driver licence • Proof of age card (issued by the Commonwealth, a state or territory) • Photo card (issued by the Commonwealth, a state or territory)	**ONE** of the following • Australian passport • Foreign passport	**ONE** of the following • Australian passport • Foreign passport	• Foreign passport **AND ONE** of the following (a) • Australian / foreign driver licence • Proof of age card (issued by the Commonwealth, a state or territory) • Photo card (issued by the Commonwealth, a state or territory) **OR** (b) • Full birth certificate **AND ONE** of the following • Medicare card • Centrelink card • DVA card • Foreign government issued identity document
AND ONE of the following • Australian driver licence • Proof of age card (issued by the Commonwealth, a state or territory) • Photo card (issued by the Commonwealth, a state or territory)	**AND ONE** of the following • Full birth certificate • Citizenship certificate	**AND ONE** of the following • Full birth certificate • Citizenship certificate	**AND ONE** of the following government issued licences (with photo) • Australian boat licence • Australian firearms licence • Private security licence • Australian WorkCover licence	**AND** • Full birth certificate	
	AND ONE of the following • Medicare card • Centrelink card • DVA card	**AND ONE** of the following • Medicare card • Centrelink card • DVA card		**AND ONE** of the following • Medicare card • Centrelink card • DVA card	
AND (if required) Change of Name* • Marriage certificate • Change of name certificate	**AND (if required) Change of Name*** • Marriage certificate • Change of name certificate	**AND (if required) Change of Name*** • Marriage certificate • Change of name certificate	**AND (if required) Change of Name*** • Marriage certificate • Change of name certificate	**AND (if required) Change of Name*** • Marriage certificate • Change of name certificate	**AND (if required) Change of Name*** • Marriage certificate • Change of name certificate

2. Do not complete section D in advance or sign your Registry Instrument(s). Your signature must be witnessed by the Australia Post Identity Verifier.
3. Present your form at any participating Australia Post Land Title ID Check express service post office. To find the nearest participating Australia Post retail outlet, please go to auspost.com.au/find/landtitleexpressservice or call 13 POST (13 7678).
4. Identification documents presented must be original and current except for an expired Australian passport which has not been cancelled and was current within the preceding 2 years.
5. Your photo will be taken by Australia Post and forwarded to Land Use Victoria.
6. Copies of your identification documents, Registry instrument(s) and photo will be certified as true copies and forwarded to Land Use Victoria.#
7. From 1 February 2018 the fee will be $44.00 for the verification of identity service and is payable to Australia Post. Fees can be paid by cash, EFTPOS, Visa or MasterCard. Cheques are not accepted.
8. **Please bring your Land Use Victoria Registry Instrument(s) or other document(s) with you to present in-store. This will be witnessed by Australia Post when this form is lodged.**

* Must be issued by the Registry of Births, Deaths and Marriages. Documents issued by a celebrant are not acceptable.

\# You may be referred to Land Use Victoria regarding your application for verification of identity.

~ Category 5 (a) and 5 (b) in Schedule 1 - Verification of Identity Standard (Registrar's requirements for paper conveyancing transactions) are not applicable to this form.

Non - represented party (Victoria only)

Land title verification of identity form
(Land Title ID Check express service post offices only)

*4716 51024 5

Use black ink — only and print within the boxes in BLOCK LETTERS

Complete sections A, B and C (if applicable) in full before presenting your form at an Australia Post Land Title ID Check express service post office.

Land Use Victoria only - If represented by a conveyancer / lawyer, do not use this form

LAND USE VICTORIA

A. Details of applicant

Title

Family name / surname

Given name(s) (full name no initials)

Date of birth (DD / MM / YYYY)

Contact phone number

B. Current residential address

Unit number / street number / street name

Suburb / locality

State

Postcode

C. Property details - of property being transacted (if applicable)

Unit number / street number / street name

Suburb / locality

State

Postcode

D. Declaration by applicant

Do not sign until you lodge this form at Australia Post.
Your signature must be witnessed by the Australia Post Identity Verifier.
I acknowledge that the information on this form is true and correct.

Please sign in black ink only inside the box

Date (DD / MM / YY)

Australia Post instruction:

This form (including digital photo) and scanning of documents can be performed by EIS outlets only.

Privacy notice - Australia Post collects your personal information as an agent for Land Use Victoria in order to verify your identity on its behalf.

Your personal information may be disclosed to Decipha (an entity wholly owned by Australia Post) and certain third parties contracted to assist in the administration of these services. Whilst in our possession, your personal information is handled in accordance with Australia Post Group Privacy Policy which outlines how to access and / or correct your personal information or make a privacy related complaint. You may contact the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne, Vic, 3000 for privacy related queries. For more information please visit www.auspost.com.au/privacy

E. Australia Post use only - form to be completed at EIS outlets only

I, the Australia Post Identity Verifier listed below, hereby certify that;

1. This identification relates to the person listed in section A.
2. The identification was carried out on the date shown below.
3. Identification documents presented appear to be original and current. Certified copies are attached to this form.
4. Each photograph in the identification documents produced to me appear to be a reasonable likeness of the person being identified.
5. The identity verification has been conducted in accordance with the Registrar's Verification of Identity Standard.
6. I witnessed the person listed in Section A sign this form, Registry Instrument(s) or other document (if presented by the applicant).

Verifier's name

Verifier's signature

Comments

Date (DD / MM / YY)

Work centre code

Identity verified by

AUSTRALIA POST

LTIVF V6.5 Land Use Victoria (Block) 14/12/2017

Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: RUSSELL KENNEDY LAWYERS

Phone: 03 9609 1555

Address: LEVEL 12, 469 LA TROBE STREET MELBOURNE VIC 3000

Reference: 119855-01377

Customer code: 17829T

The responsible 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.

Land:(volume and folio)

VOLUME/FOLIO 12278/340,
12278/341,12278/342,12278/343,12272/605,12272/604,12272/603,12272/602,12272/601,12272/600,
12272/599,12272/598,12273/407,12273/406,12273/405,12273/404,12273/403,12273/402,12273/401
12273/400,12239/513,11239/512,11239/511,11239/510,11239/509,11239/508,11239/507,11239/506
11239/505,12239/504,12239/503,12239/502,12216/367,12253/489,12253/490,12253/491,12253/492
12253/493,12253/494,12253/495,12253/496,12243/169,12243/170,12243/171,12243/172,12243/173
12243/174,12243/175,12243/176,12243/177,12243/178,12243/179,12243/180,12216/364,12216/363
12216/362,12216/361,12216/360,12216/359

Responsible authority:(full name and address, including postcode)

MORNINGTON PENINSULA SHIRE COUNCIL OF 2 QUEEN STREET, MORNINGTON VIC 3919

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

YES

Signing:

FOR VOI PURPOSES ONLY

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Certifications

1.The Certifier has taken reasonable steps to verify the identity of the applicant.

2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3.The Certifier has retained the evidence supporting this Registry Instrument or Document.

4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MORNINGTON PENINSULA SHIRE COUNCIL
Signer Name	
Signer Organisation	RUSSELL KENNEDY LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER

Signature

Execution Date

FOR VOI PURPOSES ONLY

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Guide to verification of identity (VOI)

For people not using a conveyancer or lawyer – non-represented parties



Land Use Victoria

VICTORIA State Government | Environment, Land, Water and Planning

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Verification of identity

All parties to a conveyancing transaction must have their identity verified. When a conveyancer or lawyer represents a client, the conveyancer or lawyer is responsible for verifying their client's identity. This guide sets out the requirements of a party not represented by a conveyancer or lawyer (a non-represented party).

Who or what is a non-represented party?

A non-represented party is a person who is required to sign a Registry instrument in a conveyancing transaction document and is not using (represented by) a conveyancer or lawyer. A party may be an individual, a company, an owners corporation, an incorporated association, a council, a government body or statutory agency.

These requirements do not apply to you if you are a borrower (mortgagor) and the lender (mortgagee) is one of the following:

- an Authorised deposit-taking Institution (ADI), which includes most banks and other large mortgage lenders
- an ELN subscriber
- represented by a conveyancer or lawyer.

In those cases, the mortgagee or their representative or agent will be responsible for verifying your identity and the mortgagee will sign and lodge the mortgage in the approved form.

Note: VOI requirements for non-represented parties do not apply if a company, council, government body or statutory agency has appointed its in-house Australian Legal Practitioner or licensed conveyancer as its representative. In those cases, the *Registrar's requirements for paper conveyancing transactions* 3.1.2(a) applies. For details of the Registrar's requirements for paper conveyancing transactions see 'Further information' at the end of this guide.

Why is VOI required?

Formal verification of identity requirements were introduced to reduce the risks of identity fraud and fraudulent property transactions. Verification of identity also ensures that the correct person is dealing with land.

The Registrar of Titles (the Registrar) issued the *Registrar's requirements for paper conveyancing transactions*, which, among other things, formalises verification of identity requirements. Requirement 3.1.8 requires a non-represented party to have their identity verified by Australia Post. The Registrar's requirements for paper conveyancing transactions are available at www.propertyandlandtitles.vic.gov.au/publications.

What are the VOI requirements

VOI requirements apply to Registry instruments in paper conveyancing transactions signed on or after 1 December 2015. Each non-represented party must separately have their identity verified and their signing of a Registry instrument witnessed by Australia Post. Examples of a Registry instrument are Transfer of Land, Caveat or Withdrawal of caveat, Application by surviving proprietor, Application by a legal personal

representative as well as a range of different forms with reference to the *Subdivision Act 1988* in the heading. All these instruments may sometimes be referred to as land registry transactions.

The requirements relate to all types of paper instruments that can be lodged with the Registrar of Titles under the *Transfer of Land Act 1958*, *Subdivision Act 1988* or any other legislation.

An individual

If an individual is not using a conveyancer or lawyer, and is a party to a conveyancing document, they must:

- have their identity verified by Australia Post
- at the same time have Australia Post witness their signing of any Registry instrument or other document (e.g. Transfer of land, Application by surviving proprietor or other) and where there is provision for a witness signature on the instrument or document, the Australia Post Identity Verifier will also sign that document as a witness.

A company

If a company is not using a conveyancer or lawyer and it is a party to a conveyancing document, it must:

- have the identity of each signatory verified by Australia Post
- at the same time have Australia Post witness the signing of any Registry instrument (e.g. Transfer of land, Application to register plan under the *Subdivision Act 1988*, etc.)
- ensure the form of execution by the company is only one of the following involving the company's appointed officers:
  - execution using a common seal – form signed by two directors, or a director and a secretary, or a sole director and secretary, or a sole director
  - execution without using a common seal – form signed by two directors, or a director and a secretary, or a sole director and secretary, or a sole director.

If the form of execution is not as above, the company will need to seek the assistance of a conveyancer or lawyer to complete the conveyancing transaction and conduct VOI of the signatories.

A current company search of a non-represented company must be provided with the conveyancing documents when lodged at Land Use Victoria.

A council, government body or statutory agency

If a council, government body or statutory agency is not using a conveyancer or lawyer and is a party to a Registry instrument, it must:

- have the identity of each signatory verified by Australia Post; and
- at the same time have the Australia Post Identity Verifier witness the signing of any Registry instrument and, where there is provision for a witness on the instrument, sign the instrument as a witness.

Signatories completing a council's, government body's or statutory agency's execution may include a person who is required to sign a conveyancing document as an officer or delegate of the transacting party; or, a person who witnesses the affixing of a council's or other body's common seal in the usual manner.

A signatory who has had their identity verified by Australia Post (as above) within the previous two years need not be re-verified provided that on any subsequent Registry instrument signed by that signatory the following is provided below the execution – 'My identity has been verified by Australia Post on <date> - RECEIPT No. <Unique EIS No>'.

An owners corporation

If an owners corporation is not using a conveyancer or lawyer and is a party to a Registry instrument, it must:

- have the identity of each signatory verified by Australia Post; and
- at the same time have the Australia Post Identity Verifier witness the signing of any Registry instrument and, where there is provision for a witness on the instrument, sign the instrument as a witness.

Signatories completing an owners corporation execution may include individual and corporate members of the owners corporation who are required to witness the affixing of the common seal; or, other individuals or corporations to whom the owners corporation has delegated any signing power or function, e.g. committee members, an owners corporation manager, a lot owner or office holder of the owners corporation.

Any corporate signatory must follow the above requirements for companies.

An incorporated association

If an incorporated association is not using a conveyancer or lawyer and is a party to a Registry instrument, it must:

- have the identity of each signatory verified by Australia Post; and
- at the same time have the Australia Post Identity Verifier witness the signing of any Registry instrument and, where there is provision for a witness on the instrument, sign the instrument as a witness.

Signatories completing an incorporated association's execution may include office holders, public officers, or committee members executing with a common seal or without a common seal in accordance with the *Associations Incorporation Reform Act 2012* and the rules of the incorporated association. Customer Information Bulletin Edition 141 June 2013 (available at www.propertyandlandtitles.vic.gov.au >Customer information bulletins) contains information on acceptable forms of execution for incorporated associations).

How to have your identity verified at Australia Post

For any Registry instrument that is signed by you on or after 1 December 2015, you must do all of the following.

- Download and complete the Non-represented party (Victoria only) Land title verification of identity form (Land Title ID Check express service post offices only) available at www.propertyandlandtitles.vic.gov.au >Forms, guides and fees>Verification of identity. Do not sign the form. Do not use any other identity verification form for use by a person represented by a conveyancer or lawyer, or for any mortgagee's purposes.
- Choose an Australia Post Land Title ID Check express service post office outlet that provides a verification of identity service for Land Use Victoria. You can find your nearest Australia Post Land Title ID Check express service post office outlet at www.auspost.com.au. Enter your postcode and select 'search'. No appointment is necessary.
- Attend a face-to-face interview at your chosen express service Australia Post outlet, where you will need to have the following with you:
  - your Registry instrument(s) – **not signed** by you
  - the completed *Non-represented party (Victoria only) Land title verification of identity form* – not signed
  - your original identity documents – photocopies of identity documents will not be accepted for identification purposes.

You must produce the minimum identity documents in one of the categories of identification documents as set out in the *Non-represented party (Victoria only) Land title verification of identity form (Land Title ID Check express service post office only).*

If you are an Australian citizen or resident, category 1 should be used first, then 2, then 3, then 4 (category 5 is not to be used for a non-represented party). You must begin by trying to satisfy category 1. If you cannot satisfy category 1, then try to satisfy category 2, then category 3 and finally category 4.

- If you are not an Australian citizen or resident, then category 6 must be used.
- Sign the *Non-represented party (Victoria only) Land title verification of identity form* (Land Title ID Check express service post offices only) and your Registry instrument(s) in front of an Australia Post Identity Verifier.

What Australia Post will do

Australia Post will verify your identity and will witness you signing the conveyancing document(s). Where there is provision for a witness to sign the Registry instrument (s), Australia Post will sign the instrument(s) as the witness.

Step by step

Australia Post will:

- verify your identity against the identity documents you produce
- witness you signing at least one Registry instrument
- sign the Registry instrument(s) as witness, if there is provision for a witness on the instrument(s)
- take a photograph of you
- scan your identity document, the signed Registry instrument(s) and the photograph
- return to you your identity documents and the completed Registry instrument(s)
- witness you signing the *Non-represented party (Victoria only) Land title identity verification form)*, complete the Australia Post use only section of the form and return the form
- provide Land Use Victoria with the scanned image of your identity documentation, the signed Registry instrument(s) and your photograph
- charge you a fee for completing the verification of identity process and give you a Land Title EIS ID Check/Verification of Identity Check receipt for the payment of fees.

Please note: Australia Post and Land Use Victoria comply with all privacy laws relating to your personal information.

What if Australia Post will not verify your identity?

Australia Post will not verify your identity if you:

- cannot meet categories 1, 2, 3, 4 or 6 of the identification documents
- are outside Australia
- are an attorney under a power of attorney.

In these cases, you will need to seek the assistance of a conveyancer or lawyer to complete your conveyancing transaction and conduct your verification of identity.

The conveyancer or lawyer may personally verify your identity or arrange for your identity to be verified by an identity agent.

Finalising the transaction at Land Use Victoria

You need to attach the Land Title EIS ID Check/Verification of Identity Check receipt, or a copy of the receipt, to your Registry instrument(s) and then lodge your document(s) at Land Use Victoria. If there is more than one non-represented party required to sign a Registry instrument each non-represented party must separately have their identity verified and their signing of an instrument witnessed by Australia Post. The original or a copy of each Land Title EIS ID Check/Verification of Identity Check receipt must be attached to the document(s) lodged at Land Use Victoria. Australia Post will provide the Registrar with evidence that the identification(s) has occurred.

If the transaction involves another party, it may be their role to lodge the documents. In any case, the document(s) lodged with Land Use Victoria must have attached to them the Land Title EIS ID Check/Verification of Identity Check receipt(s) or a copy of the receipt(s).

For further information on a particular Registry instrument, please refer to the relevant guide available at www.propertyandlandtitles.vic.gov.au/property-forms.

Retaining supporting evidence

You must retain any evidence supporting a Registry instrument for at least seven years from the date the documents are lodged at Land Use Victoria. The medium and means in which documents supporting the conveyancing transaction are retained should be determined in light of the possible need to produce those documents as evidence to a court or when requested by the Registrar. Regardless of the way in which it is stored, evidence should be accessible, legible and secure.

This may include:

- any contract signed by you
- a copy of the Registry instrument(s) or other document(s) signed by you
- the original identity documents provided to Australia Post
- the original Land Title EIS ID Check/ Verification of Identity Check receipt, or a copy of a receipt
- any evidence required by the State Revenue Office
- any evidence supporting your or any other party's right to enter into the conveyancing transaction.

The Australian Registrars' National Electronic Conveyancing Council (ARNECC) has produced a useful guidance note on retention of evidence. The link to this document is provided in the 'Further information' section below.

Further information

Registrar's requirements for paper conveyancing transactions under Section 106A of the *Transfer of Land Act 1958* at www.propertyandlandtitles.vic.gov.au/publications

Guide to verification of identity for conveyancers, lawyers and mortgagees conducting paper conveyancing transactions at www.propertyandlandtitles.vic.gov.au/property-forms>Overview, under Verification of identity

Australian Registrars' National Electronic Conveyancing Council's Model Participation Rules *MPR Guidance Note 5 – Retention of Evidence* at www.arnecc.gov.au>Publications>MPR Guidance Notes

Contact us

For location and contact details go to www.propertyandlandtitles.vic.gov.au >Contact us.

delwp.vic.gov.au

Russell Kennedy Lawyers

MORNINGTON PENINSULA SHIRE COUNCIL

and

THE OWNERS

AGREEMENT MADE PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Land: the land described in the Table attached at Annexure 2

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 **F** +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

An international member of Ally Law

Ref CYW 119855-01377

© Russell Kennedy Pty Ltd

THIS AGREEMENT IS DATED

2022

PARTIES

1 **MORNINGTON PENINSULA SHIRE COUNCIL**
of Municipal Offices, 2 Queen Street, Mornington, Victoria 3931
(**Council**)

2 **The Owners as described in the Table attached at Annexure 2**
(**Owner**)

RECITALS

A The Council is the responsible authority under the Act for the Scheme.

B The Owner is registered or is entitled to be registered as proprietor of the Land.

C The Land is encumbered by the mortgages as described in the Table attached at Annexure 2 to this Agreement. The Mortgagees have consented to the Owner entering into this Agreement.

D This Agreement has been entered into in order to:

(i) prohibit, restrict or regulate the use or development of the Land;

(ii) provide for Council to carry out Waste Collection Services on the Land; and

(iii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

E This Agreement is made under Division 2 of Part 9 of the Act.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

(a) **Access** means the land identified in the Waste Management Plan which is to be used to provide access over the Land to enable the Council to provide Waste Collections Services to the Land.

(b) **Act** means the *Planning and Environment Act 1987* (Vic).

(c) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.

(d) **Business Day** means Monday to Friday excluding public holidays in Victoria.

(e) **Claim** means any claim, demand, action, suit, proceeding, litigation, liability, investigation, judgment, cost or expense of any kind, including but not limited to legal costs on a legal practitioner/own client basis, and includes (without limitation) any claim, demand, action, suit, liability, cost or expense:

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(i) whether arising under any statute or at common law or based in contract or tort, or otherwise;

(ii) arising from or out of or in relation to death or personal injury, damage to or destruction of property of any kind or economic loss or consequential loss or damage; and

(iii) whether the same first arises before or after the date of this Agreement.

(f) **Common Property** has the same meaning as in the *Owners Corporation Act 2006* and for the purpose of this Agreement is the land registered in the name of the Owner and is the land shown on the Waste Management Plan.

(g) **Contractor** means any person or body corporate which is from time to time engaged by the Council to perform the Waste Collection Services and includes all employees and sub-contractors of any such Contractor.

(h) **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.

(i) **Land** means the land set out in Annexure 2.

(j) **MGB** means a mobile garbage bin being the 80 litre dark green garbage bin, the 240 litre dark green recycling bin with blue lid and the 240 litre dark green green waste bin with green lid.

(k) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar as mortgagee of the Land or any part of it.

(l) **Occupier** means a person that occupies the Land or any part of it, from time to time including a lessee.

(m) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession, and includes the owners listed in the table attached as Annexure 2 to this Agreement.

(n) **Register** means the register of land kept and maintained by the Registrar pursuant to the *Transfer of Land Act 1958* (Vic).

(o) **Registrar** means the Registrar of Titles for the purpose of the *Transfer of Land Act 1958* (Vic).

(p) **Scheme** means the Mornington Peninsula Planning Scheme or any other planning scheme which applies to the Land from time to time.

(q) **Unacceptable Material** bears the meaning ascribed to those words in clause 4.3.

(r) **Waste** includes:

(i) household waste, refuse and rubbish;

(ii) recyclable materials;

(iii) green waste; and

(iv) hard rubbish

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but does not include and Unacceptable Material.

(s) **Waste Collection Area** means the land identified in the Waste Management Plan, or as otherwise determined by the Council by written notice given to the Owner or resulting from any change which relates to this area shown on the Waste Management Plan from time to time.

(t) **Waste Collection Services** means the services provided from time to time by the Council or its Contractor, or both of them, for the collection of Waste from the Land.

(u) **Waste Management Plan** means the plan for waste management that forms part of the Endorsed Plans as may be amended from time to time, a copy of which is attached as Annexure 1 to this Agreement.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

This Agreement ends or may be amended in accordance with the Act.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

4 OWNER'S COVENANTS

4.1 Waste Collection Services

4.1.1 The Owner grants to the Council and any Contractor the right to enter upon the Common Property in order to provide the Waste Collection Services from MGBs supplied to the owners or occupiers of the lots identified in the Waste Management Plan and, generally, in relation to hard rubbish or other collection services provided by Council.

4.1.2 The Owner covenants and agrees that all Waste must be placed for collection in accordance with the Waste Management Plan and any policy in respect of Waste Collection Services published by Council from time to time.

4.1.3 The Owner must:

(a) provide a copy of this Agreement to each Occupier; and

(b) ensure that each Occupier places Waste for collection only in accordance with the Waste Management Plan and the obligations of the Owner to achieve compliance with this Agreement.

4.2 No obstruction

The Owner covenants and agrees that it must ensure that no vehicles are parked, placed or left within or on any part of the Waste Collection Area shown on the Waste Management Plan and including any Common Property so as to cause any obstruction to any vehicle used to

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provide the Waste Collection Services on the days when the Waste Collection Services are performed.

4.3 **Unacceptable material**

The Owner must not include Unacceptable Material as Waste with the following being defined as “Unacceptable Material”:

4.3.1 asbestos;

4.3.2 night soil or sewerage;

4.3.3 waste and industrial waste (as defined under the *Environment Protection Act 2017*);

4.3.4 fill, soil or rubble of any kind;

4.3.5 hot ash;

4.3.6 liquid waste;

4.3.7 paint;

4.3.8 oil;

4.3.9 Green waste which is deemed unacceptable if either:

(a) it is placed or deposited in any MGB which is not specifically designated by the Council as an MGB to be used for green waste; or

(b) any other material which is deemed to be "Unacceptable Material" in accordance with any Council direction or policy or any contract for the provision of Waste Collection Services made between the Council and the Contractor from time to time.

4.4 **Release**

The Owner releases the Council and the Contractor from any liability (whether arising at common law, under statute or otherwise) for any Claim arising directly or indirectly from or in respect of:

4.4.1 any act or omission by the Council or the Contractor (or both of them) on the Land; and

4.4.2 any damage or wear and tear caused to the Access or Waste Collection Area as a result of the Access or the Waste Collection Area being used for Waste Collection Services.

4.5 **Indemnity**

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgement or claim brought by any person arising from or referrable to the Waste Collection Services, this Agreement or any non-compliance with this Agreement.

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4.6 **Successors in title**

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.7 **Further assurance**

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.8 **Payment of Council's costs**

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

4.9 **Mortgagee to be bound**

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.10 **Standard of works**

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.11 **Council access**

The Owner covenants to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.12 **Covenants run with the Land**

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.13 **Owner's warranty**

The Owner warrants and covenants that:

4.13.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

4.13.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under the *Transfer of Land Act 1958* (Vic);

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4.13.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

4.13.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in the *Transfer of Land Act 1958* (Vic); and

4.13.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989* (Vic) or *Local Government Act 2020* (Vic), and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a statement of compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.4 Enforcement and severability

5.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

5.4.2 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 shall be severed and the other provisions of this Agreement shall remain operative.

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

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6.1.1 personally on the person;

6.1.2 by leaving it at the person's address set out in this Agreement;

6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;

6.1.4 by email to the person's current email address notified to the other party; or

6.1.5 by facsimile to the person's current number notified to the other party.

6.2 **Time of service**

A notice or other communication is deemed served:

6.2.1 if served personally or left at the person's address, upon service;

6.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;

6.2.3 if sent by email, subject to the clause 6.2.5, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000* (Vic);

6.2.4 if served by facsimile, subject to the clause 6.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

6.2.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

6.3 **Proof of receipt of notice by email**

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

7.1 the singular includes the plural and vice versa;

7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

7.5 words importing one gender include other genders;

7.6 other grammatical forms of defined words or expressions have corresponding meanings;

7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

7.7.1 two or more parties; or

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7.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;

7.12 a reference to an authority, institution, association or body (original entity) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;

7.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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ANNEXURE 1

(Copy of Waste Management Plan)

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Residential Waste Management Plan

Martha Cove

Superlot 01-13

As Part of Planning Permit P99/0570

Prepared for Denarke Pty Ltd

Author: Kristian Horana BEng (Civil)
Date: 17th February 2016

Amendment 6th June 2022

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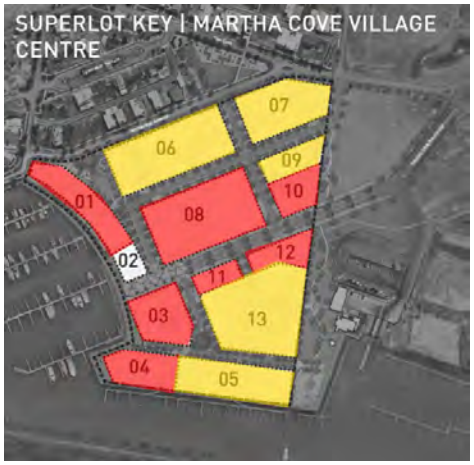
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1. INTRODUCTION

Wastech Services Pty Ltd was commissioned by Robert Day on behalf of Denarke Pty Ltd to prepare a waste and recycling plan associated with the proposed Martha Cove development located in Safety Beach. This report has been prepared as part of Planning Permit P99/0570.

The residential component of the development consists of seven (7) blocks of apartment buildings (shown in red below) and six (6) blocks of townhouses (shown in yellow below) as summarised in the table below.



Locality	Number of Dwellings
Superlot 01	41 Apartments
Superlot 03	22 Apartments
Superlot 04	28 Apartments
Superlot 05	14 Townhouses
Superlot 06	30 Townhouses
Superlot 07	20 Townhouses
Superlot 08	64 Apartments
Superlot 09	7 Townhouses
Superlot 10	15 Apartments
Superlot 11	16 Apartments
Superlot 12	23 Apartments
Superlot 13	29 Townhouses
Total	309 Dwellings

This report covers only the residential management of waste, refer to the *Commercial Waste Management Plan* for details on how commercial waste is to be managed.

1.1 Scope

Wastech Services have reviewed the building layout drawings and details and provide and provided this report to include:

- Calculation of weekly waste and recyclable volumes
- Provided recommendations for compaction, storage and transportation of waste and recyclables within the building
- Highlighted relevant design issues that may affect the handling and movement of Waste and Recyclables within the development
- Included technical brochures and drawings for recommended equipment
- Provided recommendation for collection vehicle type
- Referenced collection companies and/or council collection/disposal services

1.2 Conditions

All recommendations and equipment shall be in compliance with council codes, BCA, Australian Standards, and statutory requirements.

The results of the above analyses are outlined in the following sections

- On-going use of the premises. Does not include demolition or construction stages
- Figures and calculations are based on drawings and information supplied
- Waste volume figures are estimates only and will be influenced by the tenant, resident and operator's disposition toward waste disposal and recycling, and by the development's occupancy rate. Refer to the enclosed tables for rates and assumptions.

The recommendations, estimates and plan contained in this Waste Management Plan (Plan) have been prepared by analysing information, guidelines, documents and regulations provided by you and third parties, including local government and council bodies (Information). Wastech Engineering does not verify the accuracy of the Information and you acknowledge that the Information, and assumptions based on the Information within the Plan, is outside the control and knowledge of Wastech Engineering. Wastech Engineering has prepared the Plan with due care and skill. However, no assurance or representation is made that the Plan reflects a guaranteed outcome and Wastech Engineering will not be liable to you for Plans or outcomes that are not suitable for your purpose, whether as a result of incorrect or unsuitable Information or otherwise. Except as specifically stated, no warranty or representation of accuracy or reliability in respect of the Plan is given by Wastech Engineering.

2. GENERATED WASTE ESTIMATE

The enclosed waste estimates, expressed in uncompacted cubic metres per week, are summarised as follows. Refer to the enclosed waste generation calculations for further detail. Commingled recycling incorporates Glass, HDPE and PET containers, paper and cardboard.

Residential Waste	Garbage	Commingled Recycling
Superlot 01	4.92	4.92
Superlot 03	2.64	2.64
Superlot 04	3.36	3.36
Superlot 05	1.68	1.68
Superlot 06	3.60	3.60
Superlot 07	2.40	2.40
Superlot 08	7.68	7.68
Superlot 09	0.84	0.84
Superlot 10	1.80	1.80
Superlot 11	1.92	1.92
Superlot 12	2.76	2.76
Superlot 13	3.48	3.48
Total (Uncompacted m^3/week)	37.08	37.08

Table 1: Waste Estimate

3. RESIDENTIAL WASTE MANAGEMENT

3.1 Waste Streams

Residential waste shall be sorted on-site by the residents into the following streams and associated bins:

Waste Stream	Colour Code
Garbage	Red
Commingled Recycling	Blue
Garden Waste	Green

3.2 Garbage and Recycling Disposal

3.2.1 Apartments

Residential apartments shall use plastic lined receptacles for the temporary storage of garbage waste and recycling crates for the temporary storage of recycling. Once full, residents shall dispose of bagged garbage and recycling into separate 660 litre bulk bins located in the waste room of each apartment building at basement level. Residents shall utilise the stairs or lift to reach the level.

3.2.2 Townhouses

Residential townhouses shall use plastic lined receptacles for the temporary storage of garbage waste and recycling crates for the temporary storage of recycling. Once full, Residents shall dispose of bagged garbage, as required, into their own 120 litre garbage bins and recycling into a separate 240 litre recycling bin. Green waste will also be disposed of into a separate 240 litre garden bin. The bins will be located within the property in the garage or other suitable location.

3.3 Residential Garbage and Recyclable Collection

3.3.1 Apartments

Collections will occur separately for each individual apartment block. Bins for each apartment block will remain in the waste rooms at all times and only be moved for collection.

During collections: the collection contractor will enter the basement, park in proximity to the waste room, exit the vehicle and move bins from the waste room to the vehicle (on equal grade) and return the bins to their original location once collections have been completed. The building manager will ensure access is available.

Collections will occur on a twice a weekly basis for garbage and recycling by private contractor using a 6.4 small rigid rear lift vehicle (nominal dimensions can be found in the appendix). Overhead height considerations will be made, an overhead clearance height of 3.5m is recommended with 2.2m being the absolute minimum. Collections will be organized to be performed for all blocks on the same day of the week.

3.3.2 Townhouses

Each townhouse resident will be responsible for moving their own garbage and recycling bins for collection from inside their garages and positioning them as show in the figure below. The residents shall present bins on the evening prior to the day of collection and return emptied bins back inside the garages once bins have been emptied.

The collection of waste and recycling bins is to be performed by local council for lots 6, 7 and 9. The collection of waste and recycling bins is to be performed by private contractor for lots 1, 2, 3, 4, 5, 8, 10, 11, 12 and 13.

During collections: The contractor will be required to remain standing, exit the vehicle and move the bins presented for emptying before returning the bins back to their original locations. Collections will be performed by local council and private contractor using a 6.4m rear loading vehicle. There are no height limitations present at any of the collection points for the townhouse blocks.

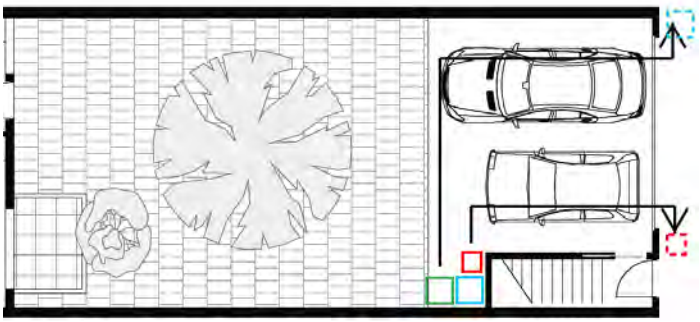


Figure 2: Townhouse Collection

4. WASTE CALCULATIONS

4.1 Superlot 01

Garbage		
Weekly Garbage Volume (Uncompacted)	4.92	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	4	Per week
Spare Bins Required	0	
Total Garbage Bins Required	4	

Table 3: Superlot 01 - Garbage

Recycling		
Weekly Recycling Volume	4.92	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	4	Per week
Spare Bins Required	0	
Total Recycling Bins Required	4	

Table 4: Superlot 01 - Recycling

4.2 Superlot 03

Garbage		
Weekly Garbage Volume (Uncompacted)	2.64	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	2	Per week
Spare Bins Required	0	
Total Garbage Bins Required	2	

Table 5: Superlot 03 - Garbage

Recycling		
Weekly Recycling Volume	2.64	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	2	Per week
Spare Bins Required	0	
Total Recycling Bins Required	2	

Table 6: Superlot 03 - Recycling

4.3 Superlot 04

Garbage		
Weekly Garbage Volume (Uncompacted)	3.36	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Garbage Bins Required	3	

Table 7: Superlot 04 - Garbage

Recycling		
Weekly Recycling Volume	3.36	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Recycling Bins Required	3	

Table 8: Superlot 04 - Recycling

4.4 Superlot 05

Garbage		
Weekly Garbage Volume (Uncompacted)	1.68	Cubic metres
Bin Type	120	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	14	Per week
Spare Bins Required	0	
Total Garbage Bins Required	14	

Table 9: Superlot 05 - Garbage

Recycling		
Weekly Recycling Volume	1.68	Cubic metres
Bin Type	240	Litres
Frequency of Collection	0.5	Per week
Bins Required for Collection	14	Per week
Spare Bins Required	0	
Total Recycling Bins Required	14	

Table 10: Superlot 05 - Recycling

4.5 Superlot 06

Garbage		
Weekly Garbage Volume (Uncompacted)	3.60	Cubic metres
Bin Type	120	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	30	Per week
Spare Bins Required	0	
Total Garbage Bins Required	30	

Table 11: Superlot 06 - Garbage

Recycling		
Weekly Recycling Volume	3.60	Cubic metres
Bin Type	240	Litres
Frequency of Collection	1	Per fortnight
Bins Required for Collection	30	Per week
Spare Bins Required	0	
Total Recycling Bins Required	30	

Table 12: Superlot 06 - Recycling

4.6 Superlot 07

Garbage		
Weekly Garbage Volume (Uncompacted)	2.40	Cubic metres
Bin Type	120	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	20	Per week
Spare Bins Required	0	
Total Garbage Bins Required	20	

Table 13: Superlot 07 - Garbage

Recycling		
Weekly Recycling Volume	2.40	Cubic metres
Bin Type	240	Litres
Frequency of Collection	1	Per fortnight
Bins Required for Collection	20	Per week
Spare Bins Required	0	
Total Recycling Bins Required	20	

Table 14: Superlot 07 - Recycling

4.7 Superlot 08

Garbage		
Weekly Garbage Volume (Uncompacted)	7.68	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	6	Per week
Spare Bins Required	0	
Total Garbage Bins Required	6	

Table 15: Superlot 08 - Garbage

Recycling		
Weekly Recycling Volume	7.68	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	6	Per week
Spare Bins Required	0	
Total Recycling Bins Required	6	

Table 16: Superlot 08 - Recycling

4.8 Superlot 09

Garbage		
Weekly Garbage Volume (Uncompacted)	0.84	Cubic metres
Bin Type	120	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	7	Per week
Spare Bins Required	0	
Total Garbage Bins Required	7	

Table 17: Superlot 09 - Garbage

Recycling		
Weekly Recycling Volume	0.84	Cubic metres
Bin Type	240	Litres
Frequency of Collection	1	Per fortnight
Bins Required for Collection	7	Per week
Spare Bins Required	0	
Total Recycling Bins Required	7	

Table 18: Superlot 09 - Recycling

4.9 Superlot 10

Garbage		
Weekly Garbage Volume (Uncompacted)	1.80	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	2	Per week
Spare Bins Required	0	
Total Garbage Bins Required	2	

Table 19: Superlot 10 - Garbage

Recycling		
Weekly Recycling Volume	1.80	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	2	Per week
Spare Bins Required	0	
Total Recycling Bins Required	2	

Table 20: Superlot 10 - Recycling

4.10 Superlot 11

Garbage		
Weekly Garbage Volume (Uncompacted)	1.92	Cubic metres
Bin Type	660	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Garbage Bins Required	3	

Table 21: Superlot 11 - Garbage

Recycling		
Weekly Recycling Volume	1.92	Cubic metres
Bin Type	660	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Recycling Bins Required	3	

Table 22: Superlot 11 - Recycling

4.11 Superlot 12

Garbage		
Weekly Garbage Volume (Uncompacted)	2.76	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Garbage Bins Required	3	

Table 23: Superlot 12 - Garbage

Recycling		
Weekly Recycling Volume	2.76	Cubic metres
Bin Type	660	Litres
Frequency of Collection	2	Per week
Bins Required for Collection	3	Per week
Spare Bins Required	0	
Total Recycling Bins Required	3	

Table 24: Superlot 12 - Recycling

4.12 Superlot 13

Garbage		
Weekly Garbage Volume (Uncompacted)	3.48	Cubic metres
Bin Type	120	Litres
Frequency of Collection	1	Per week
Bins Required for Collection	29	Per week
Spare Bins Required	0	
Total Garbage Bins Required	29	

Table 25: Superlot 13 - Garbage

Recycling		
Weekly Recycling Volume	3.48	Cubic metres
Bin Type	240	Litres
Frequency of Collection	1	Per fortnight
Bins Required for Collection	29	Per week
Spare Bins Required	0	
Total Recycling Bins Required	29	

Table 26: Superlot 13 - Recycling

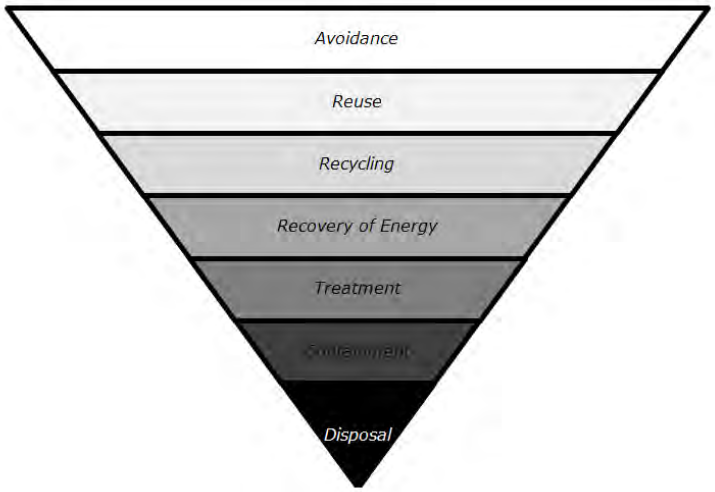
5. *WASTE STORAGE REQUIREMENTS*

The tables below detail the areas required for waste storage for each Superlot.

Locality	Total Area Required	Notes/Comments
Superlot 01	20m^2	*Provided as a dedicated waste room*
Superlot 03	12m^2	*Provided as a dedicated waste room*
Superlot 04	15m^2	*Provided as a dedicated waste room*
Superlot 05	28 m^2	*2m^2 provided within each townhouse*
Superlot 06	60 m^2	*2m^2 provided within each townhouse*
Superlot 07	40 m^2	*2m^2 provided within each townhouse*
Superlot 08	25m^2	*Provided as a dedicated waste room*
Superlot 09	14 m^2	*2m^2 provided within each townhouse*
Superlot 10	10 m^2	*Provided as a dedicated waste room*
Superlot 11	12m^2	*Provided as a dedicated waste room*
Superlot 12	10m^2	*Provided as a dedicated waste room*
Superlot 13	38 m^2	*2m^2 provided within each townhouse*

6. *WASTE MINIMIZATION STRATEGIES*

The operator (Body Corporate) will be responsible for the education of residential tenants in the practices of waste reduction/minimisation to divert waste from landfill. This will be achieved by the following:



- Document and distribute details of the chute system that is in place on site to all residents;
- Distribution of notices to all residents encouraging waste separation
- All bins to be labelled and colour coded stating types of waste that can be deposited i.e. paper/cardboard bins, container recycling bins, garbage bins
- A designated hard rubbish collection point shall be provided with for residents to place hard rubbish for collection on specified days.
- Any future change to regulatory requirements or to the developments' waste generation rates will require the operator to conduct a waste audit and revise the waste management system that is in place accordingly

7. MANAGEMENT SYSTEMS

Items unsuitable for disposal via garbage or recycling bins would need to be disposed with the assistance of the building manager. This would include: large, heavy, and liquid waste items.

To minimise security, vandalism, odour/visual impact, and health/safety issues, the following shall be implemented:

Transferring waste and shifting bins shall require the minimum possible manual handling. The operator will assess manual handling risks as per regulatory requirements and provide appropriate documentation to the building manager;

- Signage and usage labels for the garbage and recycling bins will be provided by the operator;
- The waste rooms will be secure and vermin proof;
- The waste rooms shall be ventilated in accordance with Australian Standard AS 1668.2;
- A bin wash area comprising a tap and floor drain with trap and sewer connection will be located within each of the waste rooms
- The building manager shall keep the waste rooms clean, keep bin lids closed and wash bins regularly;
- The developer will consider the feasibility of utilizing waste and recycling chutes in apartment buildings for ease of disposal for residents.

The body corporate will aim to:

- Adopt and implement this waste management plan through each building
- Ensure commitment of residents to waste management through adequate documentation and distribution of waste management systems currently in place
- Review and monitor performance of waste plan annually or as required
- Educate residents on occupational health and safety issues relating to waste management plan
- Follow the *waste minimization hierarchy* as detailed on section 6

Extract of Section 5 Victoria Noise Control Guidelines

The main annoyance produced by domestic refuse collections occurs in the early morning (in other words, before 7 am). Therefore, if possible, routes should be selected to provide the least impact on residential areas during that time. Collection of refuse should follow the following criteria:

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

8. CONTACT INFORMATION

Wastech Services Pty. Ltd.
Waste Equipment Designer & Manufacturer
33 Wedgewood Road, Hallam VIC 3803
Ph 03 8787 1600
wmp@wastech.com.au

SITA Environmental Solutions
(private waste collector)
64-84 Waterview Close, Hampton Park, VIC 3976
Ph 8795 2000

VISY Waste Management Integrated Solutions
(private waste collector)
Lot 2, 46-48 Dohertys Road, Laverton, VIC 3025
Tel: 03 9369 7477

Veolia Environmental Services
(private waste collector)
Level 1, 85 Buckhurst St, South Melbourne VIC 3205
Ph 132 955

JJ Richards & Sons Pty Ltd
(private waste collector)
50 Elliott Road, Dandenong, VIC, 3175
Ph 9794 5722

Eco-Safe Technologies
(odour control equipment supplier)
C/o Wastech Engineering

APPENDIX I: WASTE ESTIMATES

Superlot 01			
Floor Area (m^2, estimated)	41		
Garbage for Disposal (m^3/week uncompacted):	4.92	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	4.92	(Rate: m^3/dwelling/week)	0.120
Superlot 03			
Floor Area (m^2, estimated)	22		
Garbage for Disposal (m^3/week uncompacted):	2.64	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	2.64	(Rate: m^3/dwelling/week)	0.120
Superlot 04			
Floor Area (m^2, estimated)	28		
Garbage for Disposal (m^3/week uncompacted):	3.36	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	3.36	(Rate: m^3/dwelling/week)	0.120
Superlot 05			
Floor Area (m^2, estimated)	14		
Garbage for Disposal (m^3/week uncompacted):	1.68	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	1.68	(Rate: m^3/dwelling/week)	0.120
Superlot 06			
Floor Area (m^2, estimated)	30		
Garbage for Disposal (m^3/week uncompacted):	3.60	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	3.60	(Rate: m^3/dwelling/week)	0.120
Superlot 07			
Floor Area (m^2, estimated)	20		
Garbage for Disposal (m^3/week uncompacted):	2.40	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	2.40	(Rate: m^3/dwelling/week)	0.120

Superlot 08			
Floor Area (m^2, estimated)	64		
Garbage for Disposal (m^3/week uncompacted):	7.68	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	7.68	(Rate: m^3/dwelling/week)	0.120
Superlot 09			
Floor Area (m^2, estimated)	7		
Garbage for Disposal (m^3/week uncompacted):	0.84	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	0.84	(Rate: m^3/dwelling/week)	0.120
Superlot 10			
Floor Area (m^2, estimated)	15		
Garbage for Disposal (m^3/week uncompacted):	1.80	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	1.80	(Rate: m^3/dwelling/week)	0.120
Superlot 11			
Floor Area (m^2, estimated)	16		
Garbage for Disposal (m^3/week uncompacted):	1.92	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	1.92	(Rate: m^3/dwelling/week)	0.120
Superlot 12			
Floor Area (m^2, estimated)	23		
Garbage for Disposal (m^3/week uncompacted):	2.76	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	2.76	(Rate: m^3/dwelling/week)	0.120
Superlot 13			
Floor Area (m^2, estimated)	29		
Garbage for Disposal (m^3/week uncompacted):	3.48	(Rate: m^3/dwelling/week)	0.120
Commingled Recycling. (m3/week uncompacted):	3.48	(Rate: m^3/dwelling/week)	0.120
TOTAL			
Garbage (m^3/wk uncompacted):	37.08		
Commingled Recycling. (m3/week uncompacted):	37.08		

APPENDIX II: SITE PLAN



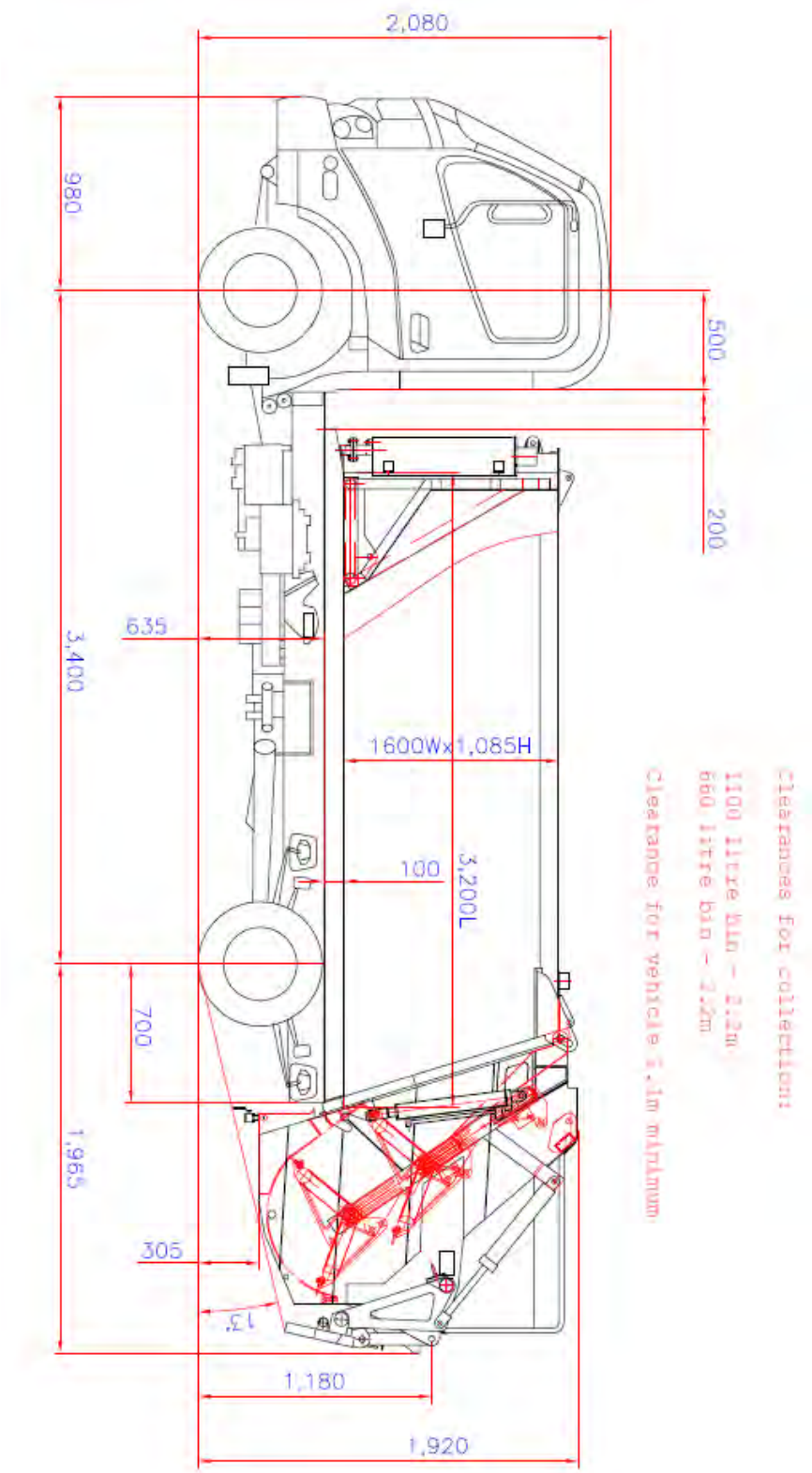


LEGEND

- Application Area
- Main Street - 21.0m
- Shared Street - Plaza
- Street - 18.0m
- Street - 14.0m
- Laneway - 6.0m [min.]
- Pedestrian Access Way / Key Pedestrian Connection [within plaza, open space or common property]

FIGURE 19: STREET NETWORK PLAN

APPENDIX III: COLLECTION VEHICLE



FOR THE LAND AT 20 CASTAWAY STREET

SIGNED SEALED AND DELIVERED by)
BECKINGSALE CUSTODIAN PTY LTD in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by being signed)
by authorised persons:)

.....	.....
Director	*Director/company secretary *Delete whichever is inapplicable
.....	.....
Full Name	Full Name
.....	.....
Usual Address	Usual Address

Date:

© Russell Kennedy Pty Ltd

FOR THE LAND AT 20 CASTAWAY STREET

MORTGAGEE'S CONSENT

PERPETUAL CORPORATE TRUST LTD as Mortgagee under Mortgage No. AT572959V which encumbers part of the Land being Lot 3020 on PS435310 (volume/folio 12243/170) consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

SIGNED SEALED AND DELIVERED by)
PERPETUAL CORPORATE TRUST LTD in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by being signed)
by authorised persons:)

.....	.....
Director	*Director/company secretary *Delete whichever is inapplicable
.....	.....
Full Name	Full Name
.....	.....
Usual Address	Usual Address

Date:

© Russell Kennedy Pty Ltd

FOR THE LAND AT 20 CASTAWAY STREET

SIGNED SEALED AND DELIVERED by)
BECKINGSALE CUSTODIAN PTY LTD in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by being signed)
by authorised persons:)

.....	.....
Director	*Director/company secretary *Delete whichever is inapplicable
.....	.....
Full Name	Full Name
.....	.....
Usual Address	Usual Address

Date:

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FOR THE LAND AT 20 CASTAWAY STREET

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PERPETUAL CORPORATE TRUST LTD in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by being signed)
by authorised persons:)

.....	.....
Director	*Director/company secretary *Delete whichever is inapplicable
.....	.....
Full Name	Full Name
.....	.....
Usual Address	Usual Address

Date:

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 15 October 2024 02:10 PM

PROPERTY DETAILS

Address:	**20 CASTAWAY STREET SAFETY BEACH 3936**
Lot and Plan Number:	**Lot 3020 PS435310**
Standard Parcel Identifier (SPI):	**3020\PS435310**
Local Government Area (Council):	**MORNINGTON PENINSULA** www.mornpen.vic.gov.au
Council Property Number:	**149901**
Planning Scheme:	**Mornington Peninsula** Planning Scheme - Mornington Peninsula
Directory Reference:	**Melway 150 H10**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**NEPEAN**

OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**

View location in VicPlan

Planning Zones

SPECIAL USE ZONE (SUZ)
SPECIAL USE ZONE - SCHEDULE 4 (SUZ4)



SUZ - Special Use

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

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

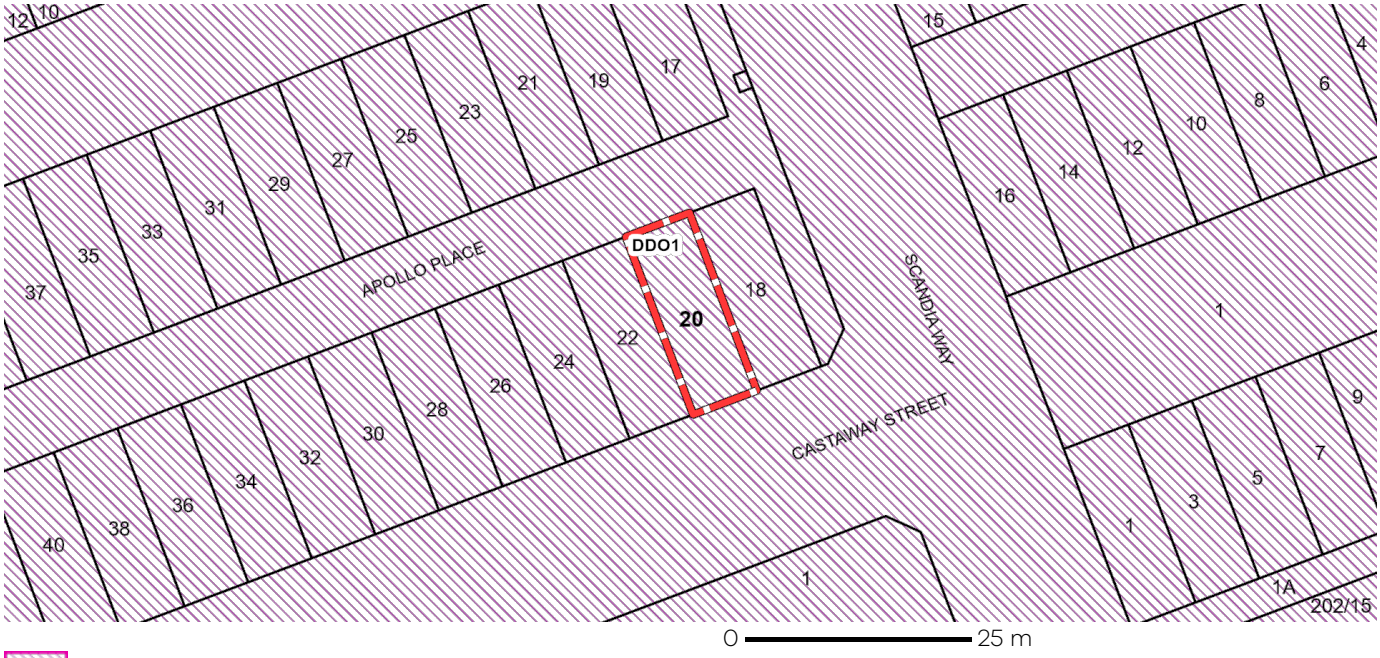
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)

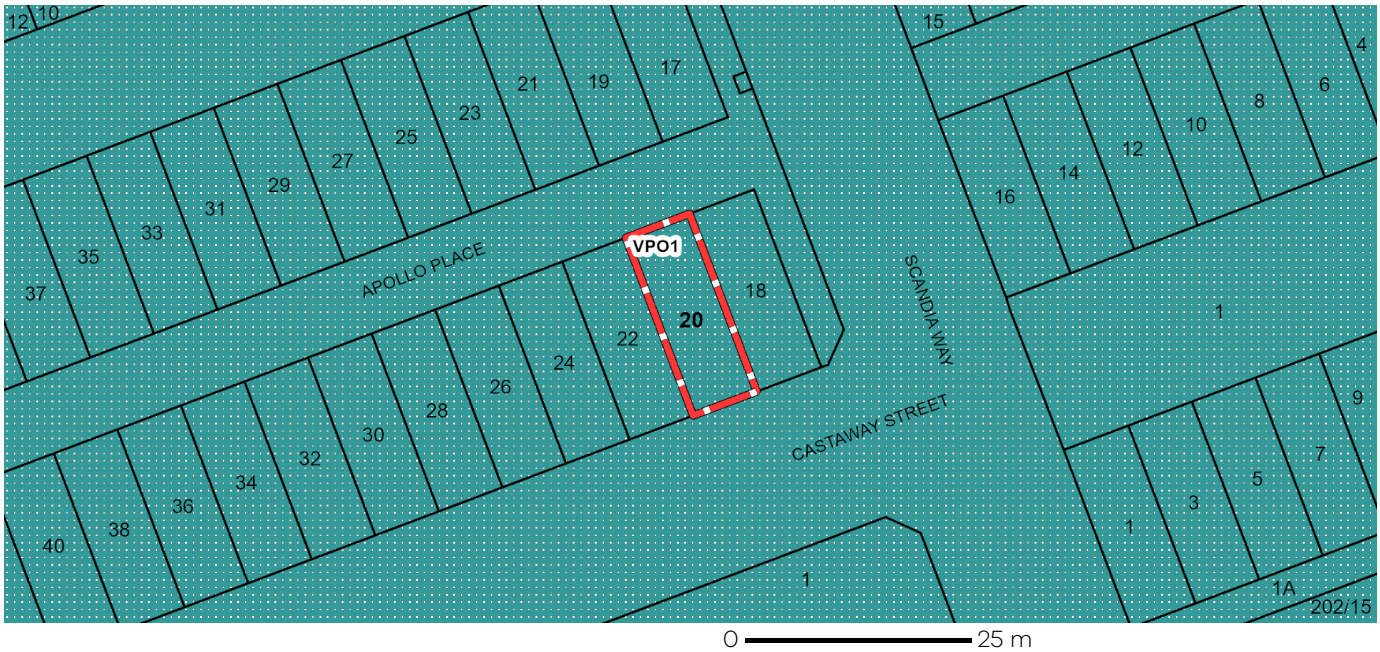


DDO - Design and Development Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



VPO - Vegetation Protection Overlay

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Further Planning Information

Planning scheme data last updated on 7 October 2024.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated Bushfire Prone Areas

Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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Property no: 149901 Certificate no: **eLI00239/25**
Issue date**:** **18 October 2024**

Applicant's name:

Silverthorn Conveyancing - Frankston
463A Nepean Highway
FRANKSTON VIC 3199

Your reference*:* ***226034***

LAND INFORMATION CERTIFICATE
Section 229 *Local Government Act 1989*

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notice made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of Council and specified flood level by Council (if any). This Certificate **is not required** to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Property address: 20 Castaway Street SAFETY BEACH VIC 3936

Legal description: Lot 3020 PS 435310 Vol 12243 Fol 170

*** RATES, CHARGES AND OTHER MONIES ***
For year ending 30 June 2025

Current Year's Rates	
General Rates	**1375.90**
Waste Service Charge	**406.00**
Fire Services Levy	**222.45**
Payment/Adjustments	**-501.05**
Balance Outstanding	**$1503.30**

Valuations: Level of value date: **1/01/2024** Effective date: **1/07/2024**

Site Value: **340000** Capital Improved Value: **1040000** Net Annual Value: **52000**

1. This certificate may be updated verbally to the person to whom it was issued within a period of 90 days from date of issue.
2. In accordance with Section 175 (1) *Local Government Act 1989*, the purchaser must pay any current rate or charge on the land and any arrears of rates and charges (including interest) which are due and payable.

Floodprone - Land liable to flooding

For further information, please contact Council's Revenue Team on (03) 5950 1080.

Payment Details – PEXA

Biller Code: 304618
Ref: 4001499014

Authorised Officer

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Silverthorn Conveyancing
E-mail:
rebecca@silverthornconveyancing.com.au

Statement for property:
LOT 3020 20 CASTAWAY STREET
SAFETY BEACH 3936
3020 PS 435310

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
02C//02102/00010	226034	15 OCTOBER 2024	47802275

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	01/10/2024 to 31/12/2024	$25.35
Melbourne Water Corporation Total Service Charges	01/10/2024 to 31/12/2024	$30.52

(b) By South East Water

Water Service Charge	01/10/2024 to 31/12/2024	$22.58
Sewerage Service Charge	01/10/2024 to 31/12/2024	$98.05
Subtotal Service Charges		$176.50
TOTAL UNPAID BALANCE		$176.50

- 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.

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.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- 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.

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.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

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:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

South East Water

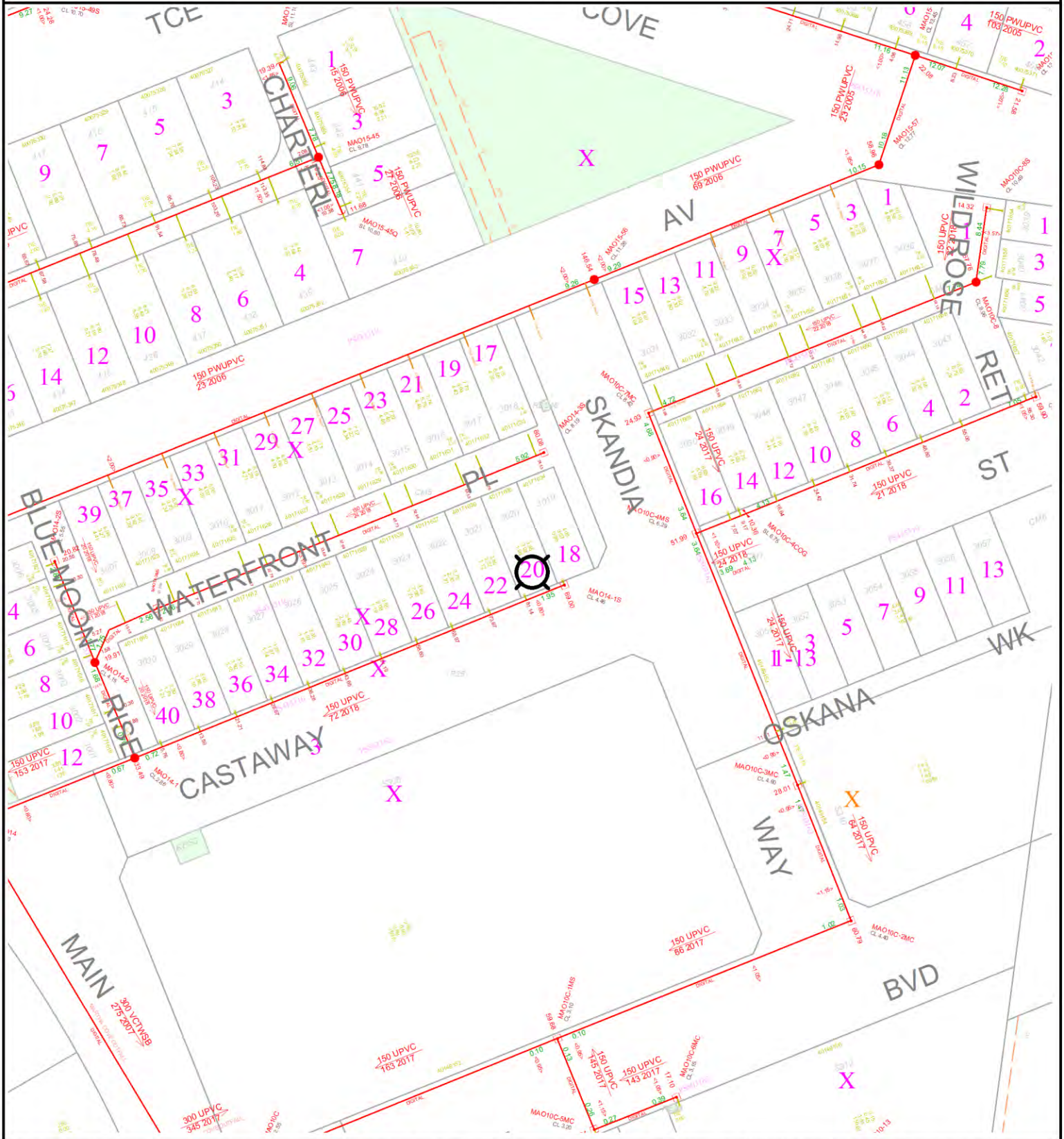
ASSET INFORMATION - SEWER & DRAINAGE

Property: Lot 3020 20 CASTAWAY STREET SAFETY BEACH 3936

Case Number: 47802275

20 0 20 40
Scale in Metres

Date: 15OCTOBER2024



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
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
Easement	225 VC / 280 MOR 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.

ASSET INFORMATION - WATER

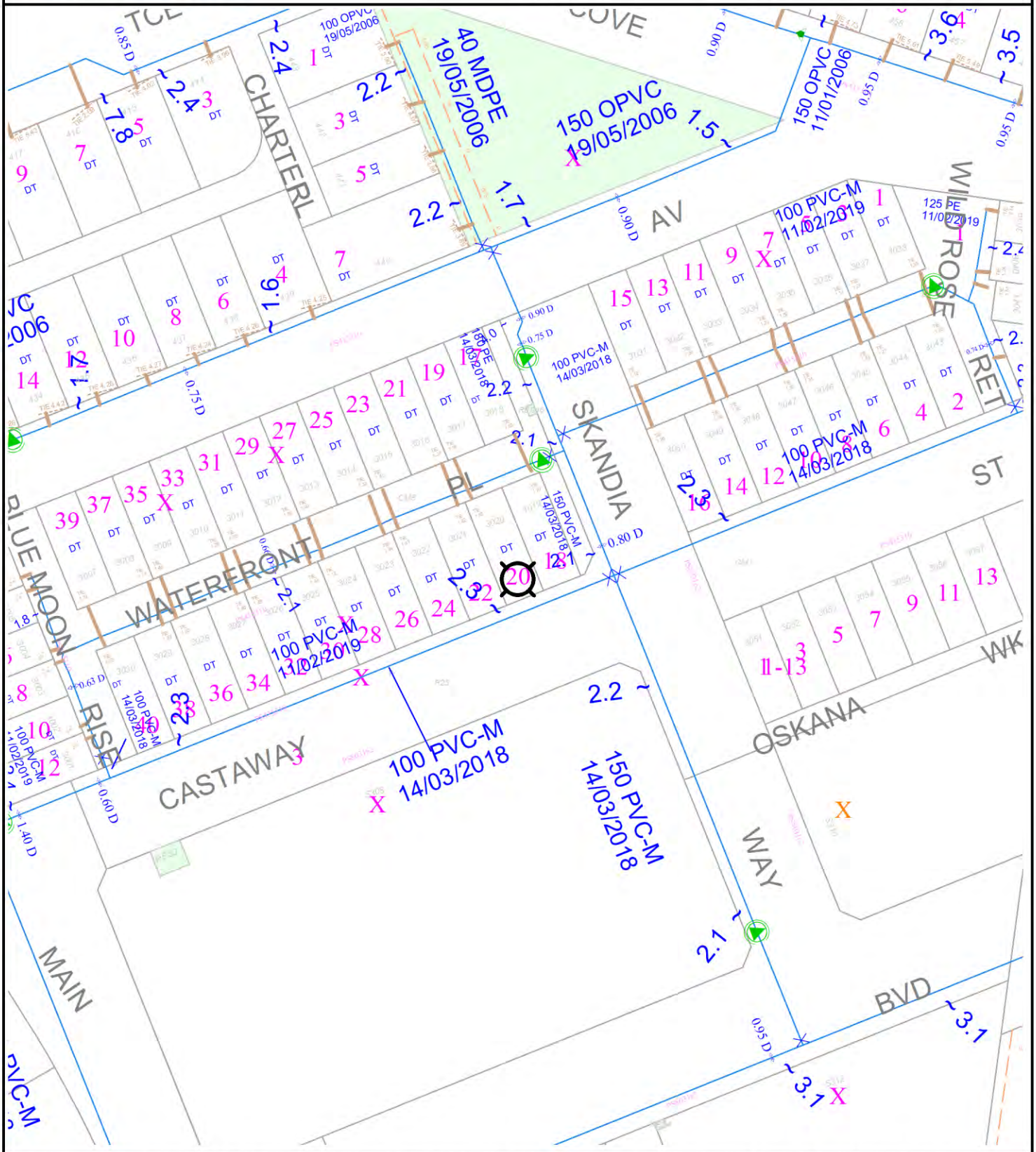
South East Water

Property: Lot 3020 20 CASTAWAY STREET SAFETY BEACH 3936

Case Number: 47802275

Scale in Metres: 20 0 20 40

Date: 15OCTOBER2024



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
- Proposed Title/Road
- Easement
- Subject Property
- Water Main Valve
- Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary

ASSET INFORMATION - RECYCLED WATER

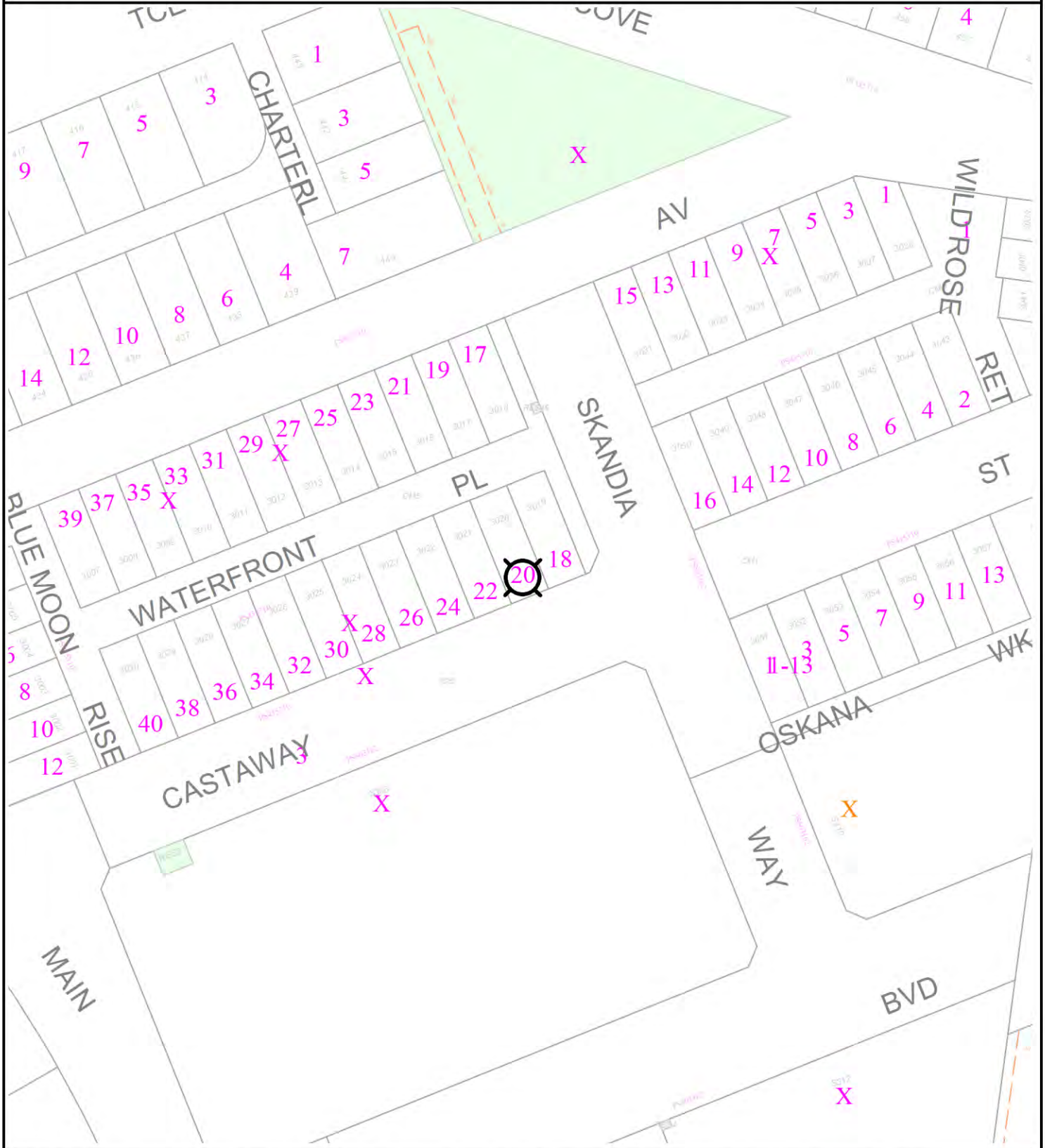
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 3020 20 CASTAWAY STREET SAFETY BEACH 3936

Case Number: 47802275

20 0 20 40
Scale in Metres

Date: 15OCTOBER2024



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
- Proposed Title/Road
- Easement
- Subject Property
- Recycled Water Main Valve
- 100 CICL 26.9.1975 — Recycled Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 — Offset from Boundary

OCCUPANCY PERMIT

Building Act 1993 Building Regulations 2018 Regulation 192 Form 16

ISSUED TO

Three Pillars MC Commercial Pty Ltd, Suite 55, Bld 5, 195 Wellington Road Clayton VIC 3168 Australia

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Three Pillars MC Commercial Pty Ltd, Suite 55, Bld 5, 195 Wellington Road Clayton VIC 3168 Australia

OWNERSHIP DETAILS

Three Pillars MC Commercial Pty Ltd, Suite 55, Bld 5, 195 Wellington Road Clayton VIC 3168 Australia

PROPERTY DETAILS

Lot S306, 20 - 40 Castaway Street Safety Beach VIC 3936 Australia

Municipal District: Mornington Shire Council

Allotment Area (m2): 1104.71 **New floor Area (m2):** 3482.32

Lot No: S306 **SPI No:** S306\PS435310 **Section No:** N/A

Folio: 579 **Volume:** 12010 **LP/PS:** PS435310J

NATURE OF BUILDING WORKS

Construction of Multi-Unit Residential Development (57 No.) Stage 2 Lots 19-30

BUILDING PERMIT DETAILS

Building Permit number: BS-L38638/20190325/2
Version of NCC applicable to the Building Permit: 2016

BUILDING DETAILS (Description: Residential)

BCA Class	Building Part	Allowable Live Load
1a(ii) and 10a	Ground Floors & First Floors - All Parts as per Approved Plans	1.5kPa

SUITABILITY OF OCCUPATION

The buildings to which this permit applies are suitable for occupation. (Lots 19,20,21,22,24,25 & 26)

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT

1. It is the owner's responsibility to ensure that the dwelling's energy efficiency fixtures (such as external door weather-strips, door jamb seals, energy efficient lighting and self-closing mechanical exhaust vents) are maintained in accordance with the endorsed drawings.
2. It is the owner's responsibility to maintain the property in accordance with the Guide to Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring
3. A notice in accordance with AS 3660.1 - 2014 shall be permanently fixed at the entrance to the sub-floor in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS 3660.1-2014.

PERMIT NUMBER	PERMIT DATE
20190325/1	10/08/2020

MANDATORY INSPECTION RECORDS

Inspection Type	Approved Date
Prior to placing a footing [Lots 25 & 26]	14/05/2019
Prior to placing a footing [Lots 21 & 22] (Lower level)	22/05/2019
Prior to pouring in-situ reinforced concrete [Lots 21,22,25,26] (Lower Level)	03/06/2019
Prior to placing a footing [Lots 19 & 20] (Lower Level)	03/06/2019
Prior to placing a footing [Lot 24] (Lower Level)	04/06/2019
Re-Prior to pouring in-situ reinforced concrete [Lot 24] (Lower Level)	05/06/2019
Re-Prior to pouring in-situ reinforced concrete [Lots 19 & 20] (Lower Level)	05/06/2019
Prior to placing a footing [Lots 19 & 20] (Upper Level)	04/08/2019
Prior to placing a footing [Lot 24] (Upper Level)	06/08/2019
Prior to pouring in-situ reinforced concrete [Lot 24] (Upper Level)	07/08/2019
Re-Prior to pouring in-situ reinforced concrete [Lots 19 & 20] (Upper Level)	07/08/2019
Prior to placing a footing [Lots 21 & 22] (Upper Level)	09/08/2019
Prior to pouring in-situ reinforced concrete [Lots 21 & 22] (Upper Level)	12/08/2019
Prior to pouring in-situ reinforced concrete [Lot 25 & 26] (Upper Floor)	13/08/2019
Completion of Re-Framework [Lots 19-22,24,25 & 26]	19/11/2019
Re-Final, upon completion of all building work [Lots 19, 20, 21 & 26]	05/08/2020
Re-Final, upon completion of all building work [Lots 22 & 25]	05/08/2020
Final, upon completion of all building work [Lot 24]	11/08/2020

PERFORMANCE SOLUTION

1. An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that relates to this project as set out below:

   1. To allow provision for the use of a Non-Deemed-To-Satisfy Wall Cladding System based on approval under Part 1.2.2(a)(i) to (vi) of the National Construction Code of Australia Vol. 2. Performance provision P2.2.2 has been satisfied via independent testing as allowed by Part 1.2.2 of the National Construction Code of Australia Vol. 2

ARKI BUILDING SURVEYORS
Office 15.01, Level 15, 401 Docklands Drive, Docklands, VIC, 3008
t 9687 0333 e permits @arkibuildingsurveyors.com.au w arkibuildingsurveyors.com.au abn 48 135 414 587
BUILDING PERMITS + INSPECTIONS

2. An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that relates to this project as set out below:

   1. To allow provision for the use of a 50mm Autoclaved Aerated Concrete (AAC) System based on approval under Part 1.2.2(a)(i) to (vi) of the Building Code of Australia Vol. 2. Performance provision P2.2.2 has been satisfied via independent testing as allowed by Part 1.2.2 of the Building Code of Australia Vol. 2

3. To allow the basement theatre (which is considered to be a habitable room under the BCA) to be provided with artificial light instead of natural light. P2.4.4.

4. To allow the basement theatre (which is considered to be a habitable room under the BCA) to be provided with natural ventilation using an AS 1668.2 mechanical ventilation system. P2.4.5.

RELEVANT BUILDING SURVEYOR

Name: **Romeo Georgiev**

Address: **Office 15.01, Level 15, 401 Docklands Drive, Docklands Vic 3008**

Email: **permits@arkibuildingsurveyors.com.au**

Building practitioner registration no.: **BS-L38638**

Occupancy Permit no.: **20190325/1**

Date of issue: 10/08/2020

Signature:



ARKI BUILDING SURVEYORS
Office 15.01, Level 15 , 401 Docklands Drive, Docklands, VIC, 3008
t 9687 0333 e permits @arkibuildingsurveyors.com.au w arkibuildingsurveyors.com.au abn 48 135 414 587

Telephone: 03 5981 9233
140 Pickings Road, Safety Beach Vic 3936
customercare@cambridgems.com.au
www.cambridgems.com.au

cambridge management services

18 December 2024 | Plan of Subdivision No. PS435310J | ABN: 19 147 707 142
Registered for GST

Tax Invoice

SILVERTHORN CONVEYANCING
Shop 3, 230 Cranbourne Frankst
Cranbourne Frankston Road
LANGWARRIN VIC 3910

Ref

Re Lot 3020 Plan of Subdivision No. PS435310J

Fee 0.00 Paid

Above Fee includes GST

Victoria

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation: OWNERS CORP NO. 1
Off Martha Cove Blvd
Safety Beach VIC 3936

Plan Number: PS435310J

Vendor Reference: Beckingsale Custodian P/L

This certificate is issued for Lot 3020 on Plan Number PS435310J Lot Liability 3 Lot Entitlement 3
the postal address of which is: 20 Castaway Street,Safety Beach VIC 3936

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)
The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/07/24 to 30/09/24	319.12	31/07/24	19/07/24	21/06/24
01/10/24 to 31/12/24	319.12	31/10/24	04/10/24	23/09/24
01/01/25 to 31/03/25	319.12	31/01/25		
01/04/25 to 30/06/25	319.12	30/04/25		

Regulation 16(b)
The Administration Fund fees are paid up until 31/12/24
Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)
Unpaid Administration Fund Fees (Credit shown with -) Nil

2 The current fees for Maintenance Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/07/24 to 30/09/24	45.21	31/07/24	19/07/24	21/06/24
01/10/24 to 31/12/24	45.21	31/10/24	04/10/24	23/09/24
01/01/25 to 31/03/25	45.21	31/01/25		
01/04/25 to 30/06/25	45.21	30/04/25		

Regulation 16(b)
The Maintenance Fund fees are paid up until 31/12/24
Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)
Unpaid Maintenance Fund Fees (Credit shown with -) Nil

3 Regulation 16(d) Administration Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees (Credit shown with -) Nil

4 Regulation 16(d) Maintenance Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees (Credit shown with -) Nil

5 Section 151(4)(a)(iii) Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Unpaid

Interest Rate: 10.00 Interest to Certificate Date: Nil Daily Interest Accruing: Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 3020 On Plan Number PS435310J

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil
Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due $0.00)	Nil

6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil

7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS

8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have

9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): $401,827.33

10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: Nil

11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: See Attached Schedule

12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil

13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil

14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil

15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
Cambridge Management (VIC)
Telephone: Facsimile: Email: richard.eastwood@cambridgems.com.au

16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil

17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.

18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

19 Section 151(4)(b)(iii) Regulation 16(p)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.

20 Section 151(4)(b)(iv)
Other documents of a prescribed kind: Nil

21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 3020 On Plan Number PS435310J

The Common Seal of The Victorian Owners Corporation OWNERS CORP NO. 1 PLAN OF SUBDIVISION NO. PS435310J was hereunto affixed on 18 December 2024 and witness by and in the presence of Cambridge Management (VIC) by its duly authorised officer being a person authorised under the Victorian Owners Corporations Act 2006 to the fixing of the Common Seal.



Dated: 18 December 2024

Owners Corporation Manager
Richard Eastwood

INSURANCE DETAILS

OWNERS CORP NO. 1

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BOAT INSURANCE	V170582	$50,000	22/02/25		$1,611.85
Club MarineVIC (CIB)	C/- Collective Insurance Broke				
M/VEHICLE - SECURITY	SPX021837290	Mkt Value - Comprehensive	26/08/24		$8,331.42
Vero Insurance (CIB)	C/- Collective Insurance Broke				
MACHINERY BREAKDOWN	MEB108257846	$65,161,096	17/04/24		$9,780.90
Vero Insurance (CIB)	C/- Collective Insurance Broke				
MARINA LIABILITY	01CL539664	$50,000,000	12/12/24		$139,370.00
Chubb (CIB)	C/- Collective Insurance Broke				
MARTHA COVE MARINA	CS0007811	$65,161,096	12/12/24		$238,045.17
CHU Insurance (CIB)	C/- Collective Insurance Broke				
TUNNEL EXCESS LIABIL	18-E002142-EXL	$50,000,000	12/08/24		$23,141.25
QBE (CIB)	C/- Collective Insurance Broke				
TUNNEL EXCESS LIABIL	LCX018453503	$50,000,000	12/08/24		$19,057.50
Vero Insurance (CIB)	C/- Collective Insurance Broke				
TUNNEL LIABILITY	18-A396481-PLB	$50,000,000	12/08/24		$32,031.52
QBE (CIB)	C/- Collective Insurance Broke				

Item 11 - Common Property Affected

See Attached Schedule

Telephone: 03 5981 9233
140 Pickings Road, Safety Beach Vic 3936
customercare@cambridgems.com.au
www.cambridgems.com.au

cambridge management services

Plan of Subdivision No. PS435310J

ABN 19 147 707 142

STATEMENT

Beckingsale Custodian P/L
14 Weatherley Court
RYE VIC 3941

Transfer Date:
03/09/20

-

Linked

Statement Period			
01 Jul 23 to 18 Dec 24			
A/c No	1433	Lot No	3020
Page Number	1 of 2	Unit No	3020

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
01/07/23	Quarterly Contributi	01/07/23 To 30/09/23	I0149243	308.03		308.03
01/07/23	Maintenance Fund	01/07/23 To 30/09/23	I0150604	43.64		351.67
26/07/23	Receipt	Quarterly Contributi	R0072672		308.03	43.64
26/07/23	Receipt	Maintenance Fund	RA072672		43.64	0.00
30/09/23	Quarterly Contributi	01/10/23 To 31/12/23	I0151965	308.03		308.03
30/09/23	Maintenance Fund	01/10/23 To 31/12/23	I0153326	43.64		351.67
09/10/23	Receipt	Quarterly Contributi	R0074151		308.03	43.64
09/10/23	Receipt	Maintenance Fund	RA074151		43.64	0.00
22/12/23	Quarterly Contributi	01/01/24 To 31/03/24	I0154687	308.03		308.03
22/12/23	Maintenance Fund	01/01/24 To 31/03/24	I0156048	43.64		351.67
30/01/24	Receipt	Quarterly Contributi	R0076260		308.03	43.64
30/01/24	Receipt	Maintenance Fund	RA076260		43.64	0.00
21/03/24	Quarterly Contributi	01/04/24 To 30/06/24	I0157409	308.03		308.03
21/03/24	Maintenance Fund	01/04/24 To 30/06/24	I0158770	43.64		351.67
28/03/24	Receipt	Quarterly Contributi	R0077245		308.03	43.64
28/03/24	Receipt	Maintenance Fund	RA077245		43.64	0.00
21/06/24	Quarterly Contributi	01/07/24 To 30/09/24	I0160131	319.12		319.12
More details on next page...				$1,725.80	$1,406.68	$319.12

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	**Nil**
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

Payment Options

Tel: 1300 552 311 Ref: 1528 8096 9	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).
www.stratamax.com.au Ref: 1528 8096 9	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au
www.stratapay.com/ddr Ref: 1528 8096 9	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.
Biller Code: 74625 Ref: 1528 8096 9	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay.
Billpay Code: 3599 Ref: 1528 8096 9	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.
Make cheque payable to: StrataPay 1528 8096 9	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia
BSB: 067-970 Acct No: 1528 8096 9 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.

VISA MasterCard American Express Diners Club International

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

STRATAPAY

StrataPay Reference
1528 8096 9

Amount	Due Date
$0.00	**18 Dec 24**

Cambridge Management (VIC)
435310/02101433 Lot 3020/3020

Beckingsale Custodian P/L
14 Weatherley Court
RYE VIC 3941

*3599 152880969

Telephone: 03 5981 9233
140 Pickings Road, Safety Beach Vic 3936
customercare@cambridgems.com.au
www.cambridgems.com.au

cambridge management services

Plan of Subdivision No. PS435310J

STATEMENT

Beckingsale Custodian P/L
14 Weatherley Court
RYE VIC 3941

Statement Period			
01 Jul 23 to 18 Dec 24			
A/c No	1433	Lot No	3020
Page Number	2 of 2		

-

Linked

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		1,725.80	1,406.68	319.12
21/06/24	Maintenance Fund	01/07/24 To 30/09/24	I0161492	45.21		364.33
19/07/24	Receipt	Quarterly Contributi	R0079143		319.12	45.21
19/07/24	Receipt	Maintenance Fund	RA079143		45.21	0.00
23/09/24	Quarterly Contributi	01/10/24 To 31/12/24	I0162853	319.12		319.12
23/09/24	Maintenance Fund	01/10/24 To 31/12/24	I0164214	45.21		364.33
04/10/24	Receipt	Quarterly Contributi	R0080461		319.12	45.21
04/10/24	Receipt	Maintenance Fund	RA080461		45.21	0.00
				$2,135.34	$2,135.34	Nil

MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION NO. 1 PS435310J HELD AT THE SAFETY BEACH SAILING CLUB, 185 MARINE DRIVE, SAFETY BEACH VICTORIA 3936 ON SATURDAY, 2 DECEMBER 2023 AT 10:30AM.

1. ATTENDANCE

All owners/representatives of the lot that were present listed in alphabetical order of surname;

Name	Lot Number
Mr Tony Clarke (Chairperson)	Lot 311
Ms Bronwyn Burke	Lot 2012
Mr Colin Carey	Lot 845
Mr Paul & Mrs Faye Chase	Lot 363 & Lot B5047
Ms Rosemary Clark	Lot 441
Ms Karen Cleaves	Lot 385
Mr Maxwell & Mrs Angela Coen	Lot 3016
Mr Martin Coffey	Lot B5062
Mr Mark Cooke & Ms Catherine Fennel	Lot 645
Mr Nigel Craig	Lot 922
Mr Michael & Mrs Lynda Cunningham	Lot 312
Ms Rosemary Halden	Lot 848
Mr Gordon & Mrs Margaret Hall	Lot 10 & Lot ST2
Mr Matthew Harrington	Lot 328 & Lot B5034
Mr Manuel Hill	Lot 830 & Lot B5240
Mr Trevor Hone	Lot 48 & Lot B54
Ms Catherine Horton	Lot 721
Mr Stephen & Mrs Cvetka Horton	Lot 643
Mr Andy Kimpton	Lot 3047
Mr Lindsay King	Lot 3011
Mr Bernard & Mrs Samantha Klimecki	Lot 762
Mrs Vivienne Lynch	Lot 302
Mr Andrew & Mrs Diane Mackey	Lot C201

Name	Lot Number
Mr David Mason	Lot B5028
Mr Shaun McVicar	Lot 50 & Lot B56
Mrs Susan Michalanney	Lot 3045
Mr Ron & Mrs Kaye Morgan	Lot 49 & Lot B58
Mr Ian Mulhauser & Ms Wendie Hopkins	Lot 713
Mr David & Mrs Marika Pearson	Lot 611
Mr Peter Phillips	Lot 798
Mr Neil & Mrs Jennifer Pope	Lot 51
Ms Belinda Rodman	Lot BB106
Mr Shane Rodoreda	Lot 3034
Mr Anthony & Mrs Ursula Rushton	Lot 2078
Ms Lorraine Rushton	Lot 324
Mr Jonathon Slingsby	Lot 1003 & Lot B5251
Mr Alan Smith	Lot 1046
Mr Graham Sprigg	Lot 60 & Lot B97
Ms Sandra St Ledger	Lot 345
Mr Roger & Mrs Hannah Stuart-Andrews	Lot 714
Mr David U'Ren	Lot 3037
Mr Robert & Mrs Sally Vandermeer	Lot B117, Lot B68 & Lot T03
Mrs Lorraine White	Lot 924
Mr Michael & Mrs Loris Wilton	Lot 761

CMS Staff	
Mrs Georgina Ayache	Strata Manager
Mrs Fiona Blain-Bartle	Branch Manager
Mr Richard Eastwood	General Manager – Integrated Resorts
Ms Peta Lettey	Strata Assistant
Ms Kerryanne Salagaras	Facilities Coordinator
Ms Kia Luby	Facilities Assistant

Guests in Attendance	
K Foster	2 Harbourside Esp
A Paulsen	21 Evans St
M Granger	81 Helm Ave
R Hartley	10 Ragamuffin Point
W Ball	17 Seaspray Cls
G Horton	12 Helsal Point
M Orr	12 Helsal Point
J Horton	12 Helsal Point

2. APOLOGIES

Name	Lot Number
Mr Michael & Mrs Jacqueline De Vile	Lot 1045
Mr Graeme & Mrs Bette Pearson	Lot 55 & Lot B47
Mr Gary & Mrs Lyn Wright	Lot 52 & Lot B20

3. PROXIES

Proxy Holder: Michael Wilton	Lot Number
David & Joan Botterill	Lot 824
Vicki Standing	Lot 914

Proxy Holder: Jonathon Slingsby	Lot Number
Jojen Super Pty Ltd	Lot B5036

Proxy Holder: Ken Owen	Lot Number
Susan Owen	Lot B5077

Proxy Holder: Georgina Ayache	Lot Number
Noel & Sharon Griffiths	Lot 35 & B15

Proxy Holder: Garrick Higgins	Lot Number
Jillian Hedin	Lot A101

Proxy Holder: Andy Kimpton	Lot Number
Keith Lawson & Chrstina Ibbotson	Lot 3042

Proxy Holder: Alan Smith	Lot Number
Jerry & Leone Howard	Lot 1034
Mario & Marlene Vella-West	Lot 1042
Michael & Jacqueline De Vile	Lot 1045
Veronique Pendavingh	Lot 1114

Proxy Holder: Kevin Clarke	Lot Number
Ritania Clarke	308

Proxy Holder: Chris Hill	Lot Number
Patricia Hill	Lot 614
Hill Custodial Nominees	Lot 321

Proxy Holder: Martin Coffey	Lot Number
Belinda Rodman	Lot BB106

Proxy Holder: Trevor Hone	Lot Number
Rohan Cook	Lot 337
Roy & Jan Aldrich	Lot 338
Stuart Cox	Lot 860
Susan & Fred Warden	Lot 3025
John Gordon	Lot 3043
David Paterson	Lot 46, 47, B45 & B57
John Hall	Lot B5249
John & Wendy Gordon	Lot B5275
Brad & Lynda Fitzsimons	Lot 1314
Hollagee Pty Ltd	Lot B55

Proxy Holder: Gordon Hall	Lot Number
Alan Adams	Lot 600
Joan Kimberley	Lot 11, B38 & ST3
David & Angela Mitchell	Lot 14
Fank Italiano	Lot 400
Bellbird Holding Pty Ltd	Lot 720 & B5269
Jenny & Hans Brinkies	Lot 839
Judith & Bruce Musgrove	Lot 917
Vern & Jan Ferguson	Lot 935
Elizabeth Woods	Lot T02
Denise Ward	Lot 806
Kevin Webster	Lot 857
Lawrie Mitchell & Amanda Wokey	Lot B87
John & Lucy Brancatisano	Lot 17 & B61

Proxy Holder: Stephen Horton	Lot Number
Antonio & Filomena Carollo	Lot 593
Michael & Marlene Van Kerckhof	Lot 646
Karen Hartley	Lot 656
Matthew &* Jannett Klein	Lot 664
Deborah De Haan	Lot 647 & 648
Shannon Palmer	Lot 659

Proxy Holder: Graham Sprigg	Lot Number
Ian & Sheridan Ridley	Lot 303

Proxy Holder: Neil Pope	Lot Number
Marisa & Ian Angelico	Lot 32
Joy Ball	Lot 34
William & Judith Hallam	Lot 38
Russell Colman & Anne Simons	Lot 39 & B13
Neville & Sally Kidd	Lot 40 & B31
Nick & Fiona Deed	Lot 44 & B34
Trevor & Kim Nurse	Lot 78, B94 & B109
Amanda Hardeman	Lot 322
Carol & Malcom Reid	Lot 325
Brian & Judy Niven	Lot 344
Mauro & Margaret Perez	Lot 346
Ron Batrouney	Lot 347
Wayne & Fiona Goble	Lot 371
Francam Nominees	Lot 377
Andrew Flett & Lorraine Lang	Lot 383
Rosemary Martin	Lot 390
Julie Loe	Lot 416
Stephen & Sandra Bain	Lot 435
Michael & Tanya Italiano	Lot 436
Colin & Fiona Hyde	Lot 449
Philip & Tracey Leeson	Lot 450
Martyn Baker	Lot 470
Anna Rozakis	Lot 603
Angelico Nominees	Lot B9
Margaret & Neil Williams	Lot 462
Desmond & Margaret Lamb	Lot 433
Ian & Sheridan Ridley	Lot 303
Kevin & Vando Donnellan	Lot 391
Phillip & Karen McDonald	Lot 3035
Peter & Julie Sharpe	Lot A201, 3017 & ST1
Rozks Pty Ltd	Lot 602

Proxy Holder: Ron Morgan	Lot Number
Peter Wrench	Lot 697
Fernhill Investments	Lot B53
Graeme & Bette Pearson	Lot 55 & B47
Jatech Pty Ltd	Lot C202
Flamingo Property Holdings Pty Ltd	Lot B104
Sean & Monica Horsburgh	Lot B49
Datelle Pty Ltd	Lot B43
Robert & Margaret Jackson	Lot 3033
Glenn & Elizabeth Mills	Lot 2005
Warrick & Deborah Pearson	Lot 1004
Adrian & Kerrie Lightbody	Lot 841
Mary Kelly	Lot 787
Lynda Micic	Lot 651
Sofia Tartaglia	Lot 609
Elizabeth Marchetti	Lot 484
Deborah McKinstry	Lot 396
Michael & Roberta Pakes	Lot 373
William & Judith Watson	Lot 369
Janine O'Sullivan	Lot 53 & B103
Gary & Lynette Wright	Lot 52 & B20
Christopher & Rhonda Llewellyn	Lot 45 & B44
Pasquale & Maria Sette	Lot 33 & b17
Thomas & Nola Kreskas	Lot 32 & B10
Rocco Italiano	Lot 30 & B8
Mr Martha Properties Pty Ltd	Lot 28, B3, B4 & B5
William & Lynette Bodley	Lot 12
Wendy Kosenko	Lot 309
Kirkcon Pty Ltd	Lot C102
Brett & Nola Jones	Lot 3032
Panagiota Koutroubis & Philip Merambeliotis	Lot 677
LLV Properties Pty Ltd	Lot 676
Kirkcorp Holdings Pty Ltd	Lot 480
Kosenko	Lot M309
Wrench Property Pty Ltd	482

4. QUORUM

Upon presentation of all proxies and noting the people present, represents 190 Lots out of a total of 1362 Lots it was declared that:

A quorum was not achieved. All decisions of this meeting are interim decisions of the Owners Corporation. The decisions set out in these minutes are interim decisions and these minutes forwarded to all members within 14 days of the meeting, constitute notice of those decisions. Pursuant to Section 78(4) of the Owners Corporations Act 2006, unless a petition is received from members representing at least 25% of the total Lot entitlements within 29 days of the meeting, for a Special General Meeting to be held, the decisions become resolutions of the Owners Corporation.

5. AGM Chairperson

In accordance with Section 79(2) of the Owners Corporations Act 2006, the OC1 Chairperson will Chair the AGM.

MOTIONS

6. Confirmation of Previous General Meeting Minutes

RESOLVED That the Owners Corporation resolves to confirm the Minutes of the last Annual General Meeting held on 3 December 2022 as a true and accurate record of the proceedings at that Meeting.

Moved	Neil Pope	Seconded	Michael Cunningham	Result	Carried

7. Consideration of Reports

RESOLVED that the Owners Corporation resolves to accept the following reports:

- Committee Chairperson Report
- Manager's Report

It was noted at the meeting that no Treasurers Report was provided.

Moved	Neil Pope	Seconded	Michael Cunningham	Result	Carried

8. Confirm Insurance Cover

RESOLVED that the insurance cover as per the table of policies, have been taken out on behalf of the Owners Corporation and be confirmed to be renewed at the renewal dates.

Moved	Neil Pope	Seconded	Michael Cunningham	Result	Carried

9. Financial Audit

RESOLVED that the Owners Corporation resolves to audit the financial statements for the financial year ending on 30 June 2023.

Moved	Rosemary Clark	Seconded	Michael Cunningham	Result	Carried

10. Approval of Audit Report Financial Statements

RESOLVED that the Owners Corporation resolves to accept and adopt the auditor's report and financial statements, for the financial year ending on 30 June 2023, that reported accumulated members funds of $9,308,967.

Moved	Rosemary Clark	Seconded	Michael Cunningham	Result	Carried

11. Adoption of Annual Operation Fund Budget and Fees

RESOLVED That the Owners Corporation resolve to adopt the Annual Operating Fund Budget for the financial year ending 30 June 2024 totaling $3,475,701.33 (excluding GST) be adopted; and the AOF levy contributions be set at a rate of $373.37 (excluding GST) per lot liability per annum to commence on the 1 July 2023 and that the contributions be paid in advance in quarterly instalments, the first instalment being levied for the 1 July 2023 (due 31 July 2023).

Levy Status	**Period From**	**Period To**	**Due**	Admin Fund incl GST	Per L.L Admin – incl GST
Already Issued	1/07/2023	30/09/2023	31/07/2023	$955,815.99	$102.68
To be Issued	1/10/2023	31/12/2023	31/10/2023	$955,815.99	$102.68
To be Issued	1/01/2024	31/03/2024	31/01/2024	$955,815.99	$102.68
To be Issued	1/04/2024	30/06/2024	30/04/2024	$955,815.99	$102.68
Total	1/07/2023	30/06/2024		$3,823,263.96	$410.72

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund incl GST	Per L.L - Admin incl GST
To be issued	01/07/2024	30/09/2024	31/07/2024	$955,815.99	$102.68
To be issued	01/10/2024	31/12/2024	31/10/2024	$955,815.99	$102.68
Total				$1,911,631.98	$205.36

Moved	Rosemary Clark	Seconded	Michael Cunningham	Result	Carried

12. Adoption of Maintenance Fund Budget & Contributions

RESOLVED the Owners Corporation resolves to adopt the Long Term Capital Fund (LTCF) Budget for the financial year ending 30 June 2024 totaling $492,446.10 (excluding GST) be adopted; and the LTCF levy contributions be set at a rate of $52.90 (excluding GST) per lot liability per annum to commence on the 1 July 2023 and that the contributions be paid in advance in quarterly instalments, the first instalment being levied for the 1 July 2023 (due 31 July 2023).

Levy Status	Period From	Period To	Due	Maint Fund incl GST	Per L.L Maint incl GST
Already Issued	1/07/2023	30/09/2023	31/07/2023	$135,421.64	$14.55
To be Issued	1/10/2023	31/12/2023	31/10/2023	$135,421.64	$14.55
To be Issued	1/01/2024	31/03/2024	31/01/2024	$135,421.64	$14.55
To be Issued	1/04/2024	30/06/2024	30/04/2024	$135,421.64	$14.55
Total	1/07/2023	30/06/2024		$541,686.56	$58.20

Interim Periods

Levy Status	Period From	Period To	Due	Maint Fund incl GST	Per L.L -Maint incl GST
To be issued	01/07/2024	30/09/2024	31/07/2024	$135,421.64	$14.55
To be issued	01/10/2024	31/12/2024	31/10/2024	$135,421.64	$14.55
Total				$270,843.28	$29.11

Moved	Neil Pope	Seconded	Ron Morgan	Result	Carried

13. Interest Penalty

RESOLVED that the Owners Corporation to charge penalty interest on monies owed by a member to the Owners Corporation after the due date as set out under Section 29(1) of the Owners Corporation Act 2006.

Note that the rate of interest charge must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rate Act 1983.

Moved	Neil Pope	Seconded	Ron Morgan	Result	Carried

14. Levy Collection Procedure

RESOLVED that the Owners Corporation, in accordance with Part 11 of the Act, resolves, for the purpose of collecting levy contributions, to authorize the appointed Manager and/or the committee to do any one or more of the following:

1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and therecovery of other debts, including penalties, interest, legal and other costs/expenses, and arrange andmonitor payment plans;
2. To engage or appoint the services of a solicitor, obtain legal advice and/or retain legal representationand/or experts on behalf of the owners corporation;
3. To issue demands, commence, pursue, continue or defend any court, tribunal or any other
4. proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to allmatters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
5. Enter and enforce any judgment obtained in the collection of levy contributions, including issuing writfor levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands, and commencing and maintaining bankruptcy proceedings or winding up proceedings;
6. Filing an appeal or defending an appeal against any judgment concerning the collection of levycontributions; and
7. Liaise, instruct and prepare all matters with the Owners Corporation's solicitors in relation to any levyrecovery proceedings.

Moved	Neil Pope	Seconded	Ron Morgan	Result	Carried

15. Costs Payable - Other

RESOLVED that the Owners Corporation resolves that all costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Owners Corporation Act 2006, the Owners Corporation Regulations 2007 or the Owners Corporation Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation) shall be payable on an indemnity basis by any member in default or breach. The costs, charges and expenses shall be due and payable by the person in default or breach to the Owners Corporation.

Moved	Neil Pope	Seconded	Ron Morgan	Result	Carried

16. Delegation of the Committee

RESOLVED that the Owners Corporation delegates to the Committee of the Owners Corporation the powers and functions of the Owners Corporation under section 11 of the Owners Corporations Act 2006 (V19).

Moved	Neil Pope	Seconded	Ron Morgan	Result	Carried

17. Election of Committee

RESOLVED that the Owners Corporation confirm that the 12 nominees with the greatest number of votes be elected to the OC1 Committee.

Sixteen nominations were received for the Committee prior to the Annual General Meeting, as follows:

Tony Clarke	Graham Sprigg
Stephen Horton	Michael Wilton
Rosemary Clark	Elizabeth Woods
Lynda Cunningham	Garrick Higgins
Gordon Hall	Trevor Hone
Chris Hill	Shaun McVicar
Neville Kidd	Ron Morgan
Neil Pope	Alan Smith

The election was held via voting paper for those present and with Proxies, and the vote count was conducted on Monday, 4 and Tuesday 5 of December 2023, with CMS staff and with scrutineer, Mr Stuart Cox.

The following 12 Nominees were duly Elected to the Owners Corporation No. 1 PS435310J Committee for 2024.

Tony Clark	**Graham Sprigg**
Rosemary Clark	**Michael Wilton**
Lynda Cunningham	**Trevor Hone**
Chris Hill	**Shaun McVicar**
Neville Kidd	**Ron Morgan**
Neil Pope	**Alan Smith**

18. Q&A Session

Members were given the opportunity to ask the Committee questions on General topics. The Following items were discussed.

- The removal of the environmental tests and pumps and the effect that this has had on the quality of the water. It was noted that there is water quality monitoring completed monthly. Committee Members noted that the Environmental Management Plan (EMP) approved by the Mornington Peninsula Shire Council (MPSC) is available to read by all Owners, on the Martha Cove Owners app.
- The Waterway Access licence agreement. The Chairman gave an overview of the current situation with the agreement and noted that as the matter is currently under mediation there is limited information that can be distributed.
- Owners requested a regular Newsletter be distributed. The Chairman noted that the previous author of the Newsletter had relocated, and the Committee had been distributing Bulletins more frequently.
- Owners queried the increase in the OC1 levies. The Chairman noted that the increase had been in line with inflation at the time of the increase.
- Owners queried the Committees response to the previous years AGM minutes relating to the Repower Group and requested that the new Committee provide a response.
- Owners queried Martha Cove Security and potentially installing additional CCTV Cameras. The Branch Manager confirmed that there is a CCTV Upgrade that has been approved by the Committee and is currently waiting on agreement from MPSC and the Street Lighting Power Company, to allow the use of the power for the new cameras.
- The Strata Manager provided an update on the fishing within Martha Cove and advised that Victorian Fishing Authority (VFA) has had Martha Cove on their mobile app as a place to fish. The Strata Manager advised that they have been working with VFA to have this amended, and have the Martha Cove waterway turn red on the app and with the following wording on the app (***You are not in a Marine National Park or Marine Sanctuary. These waters may be subject to other fishing restrictions or closures. Permission from the owner/occupier is required if you intend to fish on private property.)*** The Strata Manager noted that this will be an educational process with Security, Owners, residents and fisherman.
- The Branch Manager noted that Denarke has advised that the proposed Tavern is at the forefront of their priorities.
- The Branch Manager further noted that Denarke has confirmed that the fireworks will go ahead this year, with two showings.

Meeting closed at 11:43am.

Certificate of Currency

Vero Commercial Motor Insurance Policy number: SPX021837290



Vero Commercial Motor Insurance

Policy number: SPX021837290

Policy:	**Vero Commercial Motor Insurance**
Intermediary:	Collective Insurance Brokers
Period of Insurance:	Effective from 26 August 2024 to 4:00pm on 26 August 2025
Insured:	Owners Corporation No 1
Business Description:	Security guard service

Commercial Motor

Vehicle 1

Vehicle:	2021 TOYOTA YARIS CROSS GX MXPB10R 5D HATCHBACK CONTINUOUS VARIABLE , 3 CYLINDER, 1.5L
Registration Number:	1UD7TA
Type of cover:	Comprehensive
No claim bonus:	25% NCB
Radius of operation:	Australia wide
Garaged address:	Martha Cove Mariners Way Safety Beach VIC 3936
Vehicle accessories:	TINT SEAT COVERS SPOTLIGHTS STEERING WHEEL COVER EMERGENCY BEACON PEARL PAINT

Limits of protection	Insured Amount
Part 1-Loss of or damage to your vehicle	Market value
Part 2-Legal Liability	$50,000,000

Issue Date: 20 August 2024

But restricted to:

$1,000,000 where the vehicle is being used for the transportation of dangerous goods or is attached to, or is towing a vehicle used for the transportation of dangerous goods.

Vehicle 2

Vehicle:	2021 TOYOTA HILUX WORKMATE TGN121R FA C/CHAS 6 SP AUTOMATIC, 4 CYLINDER, 2.7L
Registration Number:	1UK6FA
Type of cover:	Comprehensive
No claim bonus:	65% NCB
Radius of operation:	Australia wide
Garaged address:	Martha Cove Mariners Way Safety Beach VIC 3936
Vehicle accessories:	FITTED TRAY BODY 2550MM FRONT CANVAS SEAT COVERS 2 X FIXED SPOTLIGHTS EMERGENCY BEACON STEERING WHEEL COVER WINDOW TINT

Limits of protection	Insured Amount
Part 1-Loss of or damage to your vehicle	Market value
Part 2-Legal Liability	$50,000,000

But restricted to:

$1,000,000 where the vehicle is being used for the transportation of dangerous goods or is attached to, or is towing a vehicle used for the transportation of dangerous goods.

This Certificate certifies that as at the date of issue the stated policy is current for the period of insurance noted above. The issue of this Certificate imparts no obligation on the insurer to notify any party relying on it should the policy later be cancelled or altered for any reason. Full details of the insurance provided (including excesses and sub-limits) are set out in the Policy Schedule and Product Disclosure Statement (PDS) and any Supplementary PDS.
This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage provided by the policy.

Issue Date: 20 August 2024

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).

Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Commercial Strata Insurance Plan

Policy No	**CS**0007811
Policy Wording	CHU COMMERCIAL STRATA INSURANCE PLAN
Period of Insurance	12/12/2023 to 12/12/2024 at 4:00pm
Plan Number	435310J
The Insured	OWNERS CORPORATION PLAN NO. PS 435310J
Situation	11 SHARPLEY AVENUE SAFETY BEACH VIC 3936

Policies Selected

Policy 1 – Insured Property
Building: $90,144,200
Common Area Contents: $901,442
Loss of Rent & Temporary Accommodation (total payable): $13,521,630

Policy 2 – Liability to Others
Not Selected

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $10,000,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Sum Insured: $13,521,630
Extended Cover - Loss of Rent & Temporary Accommodation: $2,028,244
Escalation in Cost of Temporary Accommodation: $676,081
Cost of Removal, Storage and Evacuation: $676,081

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000

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

Legal Defence Expenses: $50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Flood Cover Endorsement

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Commercial Strata Insurance Plan.

Policy 1, Exclusion 4 "We will not pay for Damage caused by Flood" is hereby removed.

Date Printed 12/12/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Broker: Collective Insurance Brokers Pty Ltd

Certificate of Currency

Dated: 9/04/24 12:16

This is to certify that the following policy reference is current as at the date stated above.

This certificate provides a summary of the policy cover and is not intended to amend, extend, replace, or override the policy terms and conditions contained in the actual policy document.

INSURED:	Body Corporate No.1 PS 435310
POLICY NUMBER:	MEB108257846
POLICY PERIOD:	From: 17/04/2024 at 4pm local standard time To: 17/04/2025 at 4pm local standard time
BUSINESS ACTIVITIES:	Commercial Property Owner
CLASS OF INSURANCE:	Equipment Breakdown
INTERESTED PARTY:	
SITUATION:	1. Cnr Main st and, Martha Cove Blvd, SAFETY BEACH, VIC 3936
LIMITS:	Equipment Breakdown $90,144,200.00 Machinery Business Interruption Situation 1: $13,521,630
INSURED BY:	The insurer is AAI Limited ABN 48 005 297 807 trading as Vero Insurance

Kind Regards,

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



Martha Cove Owners Corporation Rules

Revision 6.0

Submitted to Council 31st.May 2005

Resubmitted to Council 9th.June 2005

Resubmitted to Council 13th July 2005

Submitted to Council 20th June 2012

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Owners Corporation PS 435310J

Additional Rules

Part A - General

1. Definitions and interpretation

1.1 Definitions

In these rules, unless the context otherwise requires:

Act means the *Subdivision Act 1988*;

Applicant means an Owner who has made an Application;

Application means an application made for the Design Review Committee to Approve development of a Lot in accordance with rule 6.2;

Approve or **Approval** means an approval in writing given by the Design Review Committee in respect of an Application and can include conditions;

Berth Lot Agreement means a licence from the Owners Corporation to the Owner of a Berth Lot, as required in order for the Berth Lot Owner to be able to use the Berth Lot for the purpose of berthing a Vessel;

Berth Lot means a Lot situated in or on the Waterway;

Owners Corporation means the Owners Corporation formed in relation to the Plan;

Bond means monies which the Owner may be required to deposit with the Owners Corporation on account of any damage that may be caused in the course of development of a Lot, in accordance with Rule 5.1(c)(iv);

Building has the same meaning as in the Planning and Environment Act 1987;

Common Property means that part of the Development Land shown in the Plan as common property;

Common Property Licence means a licence granted by the Owners Corporation to a Berth Lot Owner as described at Rule 31.1(b);

Council means the Mornington Peninsula Shire Council and includes (where applicable) any successor local government body whose municipality may at any time include the Development Land or the Estate;

Council Representative means the member of the Design Review Committee appointed by the Council from time to time;

Design Guidelines means design guidelines which are generally in accordance with the Model Design Guidelines annexed to the Section 173 Agreement, and includes any other design and control guidelines from time to time applicable to the Estate. The Design Guidelines in their current form are attached as "Annexure B";

Design Review Committee means a committee appointed by the Original Owner to the satisfaction of the Council or by the Owners Corporation from time to time, to review and determine applications to develop Lots as required by the Section 173 Agreement and the Design Guidelines;

Development Land means the land known as "Martha Cove" being the whole of the land in the Plan as amended from time to time;

Development Plan means the development plan prepared by Watsons Pty Ltd dated April 2003 and approved by the Council pursuant to planning permit P990570;

Dwelling means a residential dwelling constructed on a Lot;

EMP Operations means an environmental management plan (operations) generally in accordance with the Model Environment Management Plan (Operations) as annexed to the Section 173 Agreement as varied from time to time with the Council's consent**;**

Estate means the Original Owner's development known as "Martha Cove" and includes the Development Land and any other land (including any interest therein) purchased or otherwise obtained by the Original Owner for which the Original Owner or a Owners Corporation is or will become responsible;

Fishing Vessel means a vessel used or intended to be used for catching fish, whales, seals or other living resources of the sea or seabed for profit or reward and includes any such vessel in the course of construction but excludes any vessel –

(a) engaged in harvesting or transport of algae or aquatic plants; or

(b) that is primarily a carrier or a mother vessel;

ICT System means the integrated security, communications, and entertainment system installed at the Lot;

Lease means an agreement in writing dated 23 May 2005 between VicRoads and the Original Owner in respect of the lease by VicRoads to the Original Owner of the Premises, on and subject to the terms of that agreement;

Length means a vessel's maximum overall length including all projections;

Local Laws means all local laws made from time to time by the Council;

Lot means a lot on the Plan and includes any lot created by a subsequent stage of the Plan or any part of the Development Land or the Estate;

Manager means the manager appointed by the Owners Corporation under regulation 302 of the Subdivision (Owners Corporation) Regulations 2001;

Mooring means any buoy, pile, dock, wharf, jetty, pontoon or other structure used or to be used for mooring a Vessel;

Occupier means the legal occupant from time to time of a Lot;

Operations Manager means the person appointed by the Owners Corporation to control and supervise the operation and management of the Common Property. The same person may also be appointed by the Owners Corporation to be the Waterways Manager;

Original Owner means Marina Cove Pty Ltd ACN 098 177 916 and its successors and assigns;

Owner means an Owner of a Lot (and includes any mortgagee in possession of a Lot);

Original Owner's Representative means the member of the Design Review Committee appointed by the Original Owner from time to time;

Person means a person bound by these rules;

Plan means Plan of Subdivision No 435310J;

Premises has the same meaning given to that term in the Lease;

Recreation Areas include the following areas, if any, on the Development Land or the Estate:

(a) swimming pool;

(b) tennis court;

(c) barbecue area;

(d) recreation area and similar areas and facilities;

Refuse or Refusal means a refusal in writing given by the Design Review Committee in respect of an Application;

Road has the same meaning as "road" as defined in the Local Laws;

Section 173 Agreement means the Section 173 Agreement dated 10th..June 2005 pursuant to the Planning & Environment Act 1987 between Mornington Peninsula Shire Council and Marina Cove Pty Ltd ACN 098 177 916, dealing with, inter alia, the Design Guidelines and EMP Operations, and any later revisions;

Section 173 Agreement (VicRoads) means the Agreement dated 29th..June 2005 pursuant to the Planning & Environment Act 1987 between Mornington Peninsula Shire Council, the Original Owner and the Roads Corporation;:

Settlement Date means the date of transfer of any Lot on the Plan by the Original Owner to the Owner or the date of transfer of any Lot on the Plan to any subsequent Owner;

Vacant Lot means any lot without a Dwelling;

Vehicle has the same meaning as 'motor vehicle' as defined in the *Road Safety Act 1986*;

Vessel means any kind of vessel that is used, or capable of being used, in navigation by water, however propelled or moved, and includes –

(a) a barge, lighter, floating restaurant or other floating vessel; and

(b) an air-cushion vehicle, or other similar craft, that is used in navigation by water; and

(c) any aeroplane that is designed for and capable of being waterborne, for so long as that aeroplane is waterborne;

VicRoads means Roads Corporation ABN 61 760 960 480 of 60 Denmark Street, Kew, Victoria, 3101;

Waterway means that part, if any, of the Common Property which is inundated land and includes any body of water within or forming part of the Common Property; and

Waterways Manager means the person or persons appointed if any by the Owners Corporation to control the waterway.

1.2 Interpretation

(a) These Owners Corporation Rules are to be interpreted having regard to the following objectives of the Original Owner:

(i) ensuring compliance with the Section 173 Agreement, including the Design Guidelines and the EMP Operations;

(ii) enhancing the amenity of every Lot;

(iii) maintaining and enhancing any landscaping for which the Owners Corporation is responsible and any other relevant landscaping requirements;

(iv) maintaining and enhancing the Waterway for the benefit of all Owners and Occupiers;

(v) empowering the Original Owner to act on behalf of all Owners to achieve all of the objectives of the Original Owner, until such time as the Original Owner ceases to be the Owner of a Lot on the Plan and any land in the Estate; and

(vi) ensuring compliance with Local Laws.

(b) In these rules, except to the extent that the context otherwise requires:

(i) the singular includes the plural and vice versa;

(ii) person includes a natural person, each other kind of legal entity and an unincorporated association;

(iii) reference to a statute or any other law is a reference to the statute or law;

(iv) Owners Corporation includes any elected committee of the Owners Corporation, or where the context requires, a managing agent appointed by the Owners Corporation;

(c) Clause headings will be disregarded in the interpretation of these rules.

(d) If it is held by a court of competent jurisdiction that:

(i) any part of these rules is void, voidable, unenforceable or ultra vires; or

(ii) these rules would be void, voidable, unenforceable or ultra vires unless some part of them were severed from the remainder of them,

then that part will be severable and severed from these rules but without affecting the continued operation of the remainder.

(e) The Original Owner will arrange for a management agreement to be entered into by the Owners Corporation with the Manager and an operations agreement to be entered into by the Owners Corporation with the Operations Manager and Waterways Manager.

(f) Terms defined in the *Environment and Planning Act 1987* have the same meaning as in this Agreement unless provided otherwise.

2. Use of lots – Original Owner

2.1 Display Lot

While the Original Owner is the owner of any Lot it may:

(a) use any such Lot for display purposes;

(b) allow prospective purchasers of any Lot to inspect such display Lot; and

(c) use such signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

2.2 Signs

Any signs erected pursuant to rule 2.1 must be attractive and tasteful having regard to the general aesthetics and amenity of the Development Land and the Estate and must not at any time be more, in number and size, than is reasonably necessary.

2.3 Development Rights

Notwithstanding any other rule, the Original Owner:

(a) is entitled to progressively develop staged lots as set out in the Plan;

(b) is entitled to incorporate further land into the Plan, to become part of the Development Land;

(c) while Owner of any Lot, need not comply with any rule:

(i) which is inconsistent with or limits its rights under this rule: or

(ii) the application of which, in the Original Owner's opinion is inappropriate to the development of such a Lot while that Lot remains undeveloped or during its development.

2.4 No Objection

The Original Owner is permitted to use and develop the Common Property for the purpose of developing the Development Land and the Estate. If any damage is caused to the Common

Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

2.5 Management Lot

A Lot from time to time, owned and selected by the Original Owner may be used for administration, management and related purposes by the Owners Corporation and/or any person appointed for such purposes by the Owners Corporation.

3. Design Review Committee

3.1 Establishment

The Original Owner has established the Design Review Committee in accordance with the Section 173 Agreement to administer the Design Guidelines.

3.2 Owners Corporation Role

The Owners Corporation must ensure that:

(a) the Design Review Committee is constituted from time to time in accordance with this rule 3;

(b) meetings of the Design Review Committee are convened as required in order for the Design Review Committee to fulfill its functions as set out in these rules and the Section 173 Agreement.

(c) act as secretary of the Design Review Committee in receiving, reviewing and distributing all correspondence addressed or directed to the Design Review Committee.

(d) receive and account for all monies payable in relation to Approvals and the functions of the Design Review Committee.

3.3 Membership of the Design Review Committee

(a) Original Owner Not Proprietor

If the Original Owner is not the proprietor of any land in the Plan:

(i) the Design Review Committee is to have three members, one of which is appointed by the Council; and

(ii) the members of the Design Review Committee other than the Council Representative are to be appointed from time to time by the Owners Corporation for a term stipulated by the Owners Corporation at the time the appointment or appointments are made.

(b) Original Owner is Proprietor

If the Original Owner is the proprietor of any land in the Plan the Design Review Committee is to be constituted of four members, as follows:

(i) one member appointed, from time to time, by the Original Owner;

(ii) one member appointed by the Council; and

(iii) two members appointed, from time to time, by the Owners Corporation for a term stipulated by the Owners Corporation at the time the appointment or appointments are made.

(c) Termination of Appointment

(i) A person appointed to be a member of the Design Review Committee (other than the Original Owner's Representative and the Council Representative), vacates office:

(A) upon receipt by the Owners Corporation of notice in writing from that member of the resignation of that member;

(B) if that member dies or becomes mentally ill; or

(C) if the Owners Corporation determines that the appointment of that member is terminated.

(ii) The Owners Corporation will determine that the appointment of a member is terminated if that member is without prior leave granted by the Design Review Committee absent from two consecutive meetings of the Design Review Committee of which due notice has been given to that member.

(d) Vacation of Original Owner's Representative

The Original Owner's Representative vacates office upon:

(i) receipt by the Owners Corporation of notice in writing:

(A) from that member of the resignation of that member; or

(B) from the Original Owner that the appointment of that member has been terminated; or

(C) upon the Original Owner ceasing to be the proprietor of any land within the Plan.

(e) Vacation of Council Representative

The Council Representative vacates office upon receipt by the Owners Corporation of notice in writing;

(i) from that member of the resignation of that member; or

(ii) from the Council that the appointment of that member has been terminated.

(f) Vacancy

Upon the occurrence of a vacancy on the Design Review Committee (other than the Original Owner's Representative or the Council Representative) the Owners Corporation is to appoint a person to fill the vacancy and a person so appointed is, subject to rule 3.3(c), to hold office for the balance of the term of the predecessor to the person so appointed.

3.4 Remuneration

Members of the Design Review Committee may be remunerated by the Owners Corporation for work performed under these rules at a rate determined by the Owners Corporation from time to time. The costs associated with this remuneration will be reimbursed by the Owner (s) applying for Approval, to the extent that the work performed is in relation to work in relation to that Owner's Application.

4. Meetings of the Design Review Committee

4.1 Meeting

The Design Review Committee is to meet in a way determined by the Committee and at whatever times are necessary to perform its duties, or as directed by the Owners Corporation.

4.2 Quorum

Fifty (50) percent of Design Review Committee Members, one of whom is to be the Original Owner's Representative (where rule 3.3(a)(i) applies), are to constitute a quorum.

4.3 Chair

(a) If the Original Owner is a proprietor of any land in the Plan, the Original Owner's representative will be appointed as the Chairman otherwise the Chairman will be appointed by the members of the Design Review Committee.

(b) If the Chairman of the Design Review Committee is absent from a meeting, the people who are present at the meeting are to elect from their number a person to chair the meeting.

4.4 Voting

Subject to the Original Owner's Representative exercising his power of veto under rule 4.6 every question to be decided by the Design Review Committee is to be decided by a majority on a show of hands by members present at the meeting. In the case of an equality of votes the chairman of the meeting is to be entitled to a second or casting vote.

4.5 Investigate

The Design Review Committee may from time to time, by resolution in writing, designate one or more of its members to investigate or perform any duties for and on behalf of the Design Review Committee and report the findings of that member to the Design Review Committee. Recommendations are to be made by the Design Review Committee. The vote of a majority of the members of the Design Review Committee is to constitute an act of the Design Review Committee.

4.6 Right of Veto

Each member of the Design Review Committee is to have one vote and the Original Owner's Representative is to have the right to veto any decision of the Design Review Committee, which right is to be exercised in the sole discretion of the Original Owner's Representative.

5. Powers and Functions of the Design Review Committee

5.1 Application

(a) The Design Review Committee is to assess all Applications for Approval having regard to the Design Guidelines.

(b) After assessing an Application, the Design Review Committee must either Approve, Refuse, or reserve its decision pending the provision of any further information which the Design Review Committee indicates in writing to the Applicant that it requires.

(c) In the case of Approval, the Design Review Committee may impose conditions that require:

(i) changes to be made to the plans and specifications;

(ii) the proposed development to be undertaken within the reasonable time frame specified in the condition;

(iii) the Owner to give to the Design Review Committee a written undertaking:

(A) not to cause unreasonable inconvenience to other residents; and

(B) to repair without delay any damage caused by the development; and

(iv) the Owner to deposit with the Owners Corporation a bond to be held by the Owners Corporation on account of any damage which may be caused in the course of the development. The Design Review Committee may in its absolute discretion determine the reasonable amount of the Bond. If no damage is caused then the Owners Corporation will, on certification from the Design Review Committee of satisfactory completion of the development, release the Bond to the Owner. If damage is caused then the Owners Corporation and the Design Review Committee may, without prejudice to its rights against the Owner, use the Bond to repair the damage caused.

5.2 Services of Consultants

The Design Review Committee may, at its discretion, retain the services of architects, engineers, landscape architects, town planners, urban designers, solicitors and other consultants to advise and assist it and the Design Review Committee to perform their duties and functions.

Part B – Owner's Works

6. Works Carried Out by the Owner

6.1 **Development**

(a) No Owner may develop a Lot without Approval.

(b) An Owner must not:

(i) apply to Council for a building permit;

(ii) commence development on a Lot or any other part of the Land; or

(iii) develop a Lot or any other part of the Land;

unless the proposed development has first been Approved.

(c) Development must be in accordance with the Approval.

(d) Once an Owner has commenced development, it must not alter the development without Approval.

6.2 Application for Approval

(a) All applications and correspondence to the Design Review Committee must be directed to the Secretary of the Owners Corporation.

(b) An application must be made by submitting to the Design Review Committee (in triplicate):

(i) an application form as available from the Owners Corporation;

(ii) fully dimensioned and accurately drawn plans to scale, including any supporting documentation to show:

(A) Site layout plan (3 copies);

(B) Internal plans, elevations and sections (3 copies);

(C) Cut and fill on the allotment relative to the existing site levels (3 copies);

(D) Vertical dimensions of wall and overall building height relative to the existing site level (3 copies);

(E) Schedule and sample board of external finishes and colours (1 copy);

(F) Details of fencing (1 copy);

(G) Structural drawings and soil test reports (3 copies);

(H) Swimming pool plans and structural drawings (3 copies);

(I) A landscape plan (3 copies); and

(J) A report addressing the extent to which the proposal complies with the Design Guidelines; and

any other information required from time to time by the Design Review Committee.

6.3 Notice

The Design Review Committee will write to the proprietor and Occupiers of immediately abutting Lots inviting them to review the materials given by the Owner to the Owners Corporation.

6.4 Consultant's Costs

(a) The Design Review Committee may:

(i) determine that the Owner is to pay the whole or part of the cost to the Design Review Committee of any consultant retained by the Design Review Committee to advise and assist the Design Review Committee to consider the Application ("Consultant's Costs"); and

(ii) require the Owner to pay to the Owners Corporation a sum of money sufficient, in the estimation of the Design Review Committee to meet the liability of the Consultant's Costs.

(b) The Design Review Committee is not obliged to consider the Application until payment by the Owner to the Owners Corporation of all sums of money determined as payable under these rules.

6.5 Fee

The Design Review Committee may from time to time determine a fee or fees to be paid by a person making an Application. The Design Review Committee may determine different fees for different Applications depending on their nature and complexity.

6.6 Certification

(a) an Owner must prior to occupation and after the final building certificate of occupancy is issued, apply to the Owners Corporation for a certificate that in the opinion of the Owners Corporation all development on the Owner's Lot is complete in accordance with the Approval. The Owners Corporation is to refer such application to the Design Review Committee for assessment in the manner set out in rule 5.1 so far as it may apply to such an application.

(b) an Owner must not take occupation of a Lot after development until after the Owners Corporation has issued a certificate in accordance with rule 6.6(a). Failure to comply with this rule will entitle the Design Review Committee to require that the Bond be forfeited to the Owners Corporation. .

7. Proceeding with Works

7.1 Carry Out Works

Upon receipt of Approval from the Design Review Committee the Owner is, as soon as practicable, to satisfy all conditions of that Approval and diligently proceed with the development of a Lot in accordance with the requirements of all authorities having jurisdiction over the development. Commencement is to occur in all cases within six (6) months from the date of Approval and completion within twelve (12) months from the date of Approval.

7.2 Failure to Comply

If the Owner fails to comply with this rule, any Approval given is to be deemed revoked unless the Design Review Committee, upon written request by the Owner made prior to the expiration of the six (6) month period, extends the time for commencement of the development of the Lot.

7.3 Development of Lot to be Completed in Accordance with Application

The Owner is to complete the development of the Lot in accordance with the construction schedule set out in the Approval and in any event is to complete the works within one (1) month after the finish date specified in the Approval except and for so long as such completion is rendered impossible due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or would result in great hardship to the Owner.

7.4 Owners Corporation May Proceed

If the Owner fails to comply with this rule, the Owners Corporation is to proceed in accordance with the provisions of rule 8 as though the failure to complete the improvements were a non-compliance.

8. Inspection and Correction of Works

8.1 Inspection

Inspection of Lots after development and correction of defects is to proceed as follows:

(a) upon the completion of any development on a Lot requiring Approval under these rules, the Owner must as soon as possible give notice of completion to the Design Review Committee;

(b) within thirty (30) days of receipt of a notice of completion from the Owner, the Design Review Committee must inspect the development and decide whether the development of the Lot is complete in accordance with the Approval.

(c) If the Design Review Committee decides that the works are not in accordance with the Approval it is to notify the Owner in writing of that non compliance within that thirty (30) day period. The notice is to specify the particulars of non-compliance, and it is to require the Owner to remedy them.

8.2 Non-Compliance

The Owner must remedy that non-compliance notified to it by the Design Review Committee within thirty (30) days of receipt by the Owner of the notice referred to in rule 8.1(b) or such longer period as the Design Review Committee may specify in the notice.

8.3 Remedy Non-Compliance

If the Owner does not comply with that notice as provided in rule 8.2 the Design Review Committee may at the expense of the Owner do whatever is necessary to remedy that non-compliance.

9. Non liability of Members

9.1 Owners Corporation Not Responsible

No approval of plans and specifications by the Design Review Committee is to be construed as representing or implying that those plans and specifications will, if followed, result in properly designed improvements. Such approvals and guidelines are in no event to be construed as representing or guaranteeing that any improvement carried out in accordance with them will be built in a good and workmanlike manner. Neither the Owners Corporation nor the Design Review Committee is to be responsible or liable for any defects in any plans and specifications submitted, revised, amended or approved nor for any defects in construction undertaken pursuant to such plans and specifications.

9.2 Not Responsible for Loss

Neither the Design Review Committee nor any member of the Owners Corporation nor their duly authorised representative, is to be liable to any Owner or any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Review Committee's duties under these rules, unless due to the wilful misconduct or bad faith of the Design Review Committee.

10. Variance of Works

10.1 Authorising Non-Compliance

The Owners Corporation may authorise in writing non-compliance with any of the provisions of these rules including (without limitation) restrictions upon height, size, colour, materials and location of works if circumstances such as topography, natural obstructions, aesthetic or environmental considerations so dictate, except so far as prohibited by law. The granting of such an authority is not to operate to authorise non-compliance with these rules for any purpose except as to the particular Lot and the particular rule exempted by the authority, and only to the extent specified in the authority.

11. Monitoring of Compliance

11.1 Inspection

The Design Review Committee or its agent is periodically to survey all Lots for compliance with these rules and any Approval given.

11.2 Notify Owners Corporation

The Design Review Committee is to inspect Lots undergoing development at completion and is to notify the Owners Corporation in writing of breaches, if any, and when satisfied that the conditions set out in the Approval have been met recommend to the Owners Corporation that it issue a certificate in accordance with rule 6.6.

11.3 Reporting

A person who considers that there has been a breach of an Approval or these rules may report the alleged breach to the Design Review Committee in writing.

11.4 Investigations

(a) The Design Review Committee is to appoint one of its members, or a Consultant appointed under Section 4.2, to investigate any alleged breach which comes to its attention.

(b) If that member or Consultant forms the opinion that there has been no breach the complainant is to be informed in writing.

(c) If that member or Consultant forms the opinion that there has been a breach, the Owners Corporation may take whatever steps or action it determines as appropriate in order that any breach of these rules is remedied.

11.5 Confidentiality

The Design Review Committee and the Owners Corporation is to keep the name of the person responsible for the alleged breaches confidential until the breach or breaches have been established. In all cases the Owners Corporation and the Design Review Committee are to keep confidential the name of the complainant, except as required by law.

12. Original Owner's Exemption

12.1 Original Owner May Construct

Notwithstanding any provision in these rules the Original Owner may construct buildings or other Structures within the Residential Precincts in such style shape and size as the Original Owner in its sole discretion deems suitable.

Part C – Owner's Obligations

13. Owner's obligations

13.1 Use of Lot

An Owner must not and must ensure that the Occupier of an Owner's Lot does not and the Occupier of a Lot must not:

(a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Owners or Occupiers of Lots or their visitors or interfere with the rights granted to Owners of a Berth Lot pursuant to the Common Property Licence;

(b) use or permit a Lot affected by the Owners Corporation or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Development Land or the Estate or which may cause a nuisance or hazard to any other Owner or Occupier of any Lot or the visitors of any such Owner or Occupier;

(c) fit any covering over external areas of the Lot (including ground floor patio and balconies) other than a folding awning and on windows other than a blind of fixed type each or otherwise as the Owners Corporation may determine from time to time by way of an application to the Owners Corporation;

(d) plant or permit to be planted in any garden or open land forming part of the Lot any plants, trees, lawn or other vegetation except by replacing any such vegetation which dies with plants, trees, lawn or vegetation of the same size and type unless otherwise approved in writing by the Owners Corporation;

(e) store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent;

(f) keep the Lot in a manner which is dangerous or likely to cause danger to life or property;

(g) store or accumulate any matter, substance or thing which is dangerous or likely to cause danger to life or property without prior written consent of the Owners Corporation. Items included in this definition that are for personal use may be stored without consent if they are stored and used in accordance with the manufacturers recommendations or any other applicable standard.

(h) store or accumulate in public view or permit to be so stored or accumulated any materials goods or debris on any part of a Lot;

(i) obstruct any fire appliance cupboard, stairway, landing or lift lobby or permit the same to be obstructed;

(j) permit any tradesman contractor or other person carrying out any works to be on the Lot or the Common Property;

(i) on any public holiday or Sunday; or

(ii) before 7.00 am or after 6.00 pm Monday to Friday; or

(iii) before 9.00am or after 6.00pm on Saturday;

except in the case of an emergency which includes:

(A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service; or

(B) a leak or a similar problem requiring prompt attention; or

(C) cracking or a similar problem likely to affect the immediate safety of the building;

(k) display or hang or permit to be displayed or hung any clothes or other articles on any part of the exterior of the Lot or so as to be visible from outside the Lot;

(l) damage or deface or obstruct or suffer to be damaged, defaced or obstructed the Common Property or any part thereof;

(m) do or permit to be done on the Lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable for the insurance of the Common Property or any part or parts thereof or any policy for such insurance may become void or voidable.

13.2 Owner must Ensure

An Owner must and must ensure that the Occupier of the Lot will:

(a) at the Owner's cost replace any security key which is issued to the Owner by the Owners Corporation or the Operations Manager; and

(b) comply with any directions made or action taken by the Owners Corporation pursuant to the duty of the Owners Corporation to manage and administer the Common Property under Regulation 201(b) of the *Subdivision (Owners Corporation) Regulations* 2001.

13.3 Leasing

An Owner may let a Lot but only:

(a) by means of a written lease or tenancy agreement; and,

(b) if that lease or agreement obliges the lessee or tenant to comply with these rules; and,

(c) if the lessee or tenant signs an agreement confirming their acceptance of these Rules if required to do so by the Owners Corporation.

13.4 Noise

No Person may in a Lot or on Common Property:

(a) carry on a noxious or offensive activity; or

(b) make or allow noise in a Lot or on Common Property that will interfere with the enjoyment of a Lot or the Common Property by others.

13.5 Appearance

A person may not display a sign or notice on part of a Lot or on Common Property in any manner whatsoever so it is visible from outside the Lot without the prior written approval of the Owners Corporation.

13.6 Auctions

Subject to rule 2.1 an Owner or Occupier must not permit any auction sale to be conducted or to take place in the Lot or within the Development Land or the Estate without the prior approval in writing of the Owners Corporation.

13.7 Animals

(a) No animals, except common household pets, are allowed in a Lot or the Common Property and the behaviour of pets in a Lot or the Common Property must be controlled so that it:

(i) does not interfere with the enjoyment of a Lot or the Common Property by others;

(ii) minimises the adverse impact of such pets on fauna in the Lot and in Common Property.

(b) A Person must not have more than two (2) animals (other than fish) in a Lot.

(c) Rules 13.7(a) and 13.7(b) apply subject to any law.

(d) Dogs are not allowed on Common Property except if on a leash or carried.

(e) Cats must be kept indoors during the hours of darkness and must at all times wear a collar and bell and be contained within the Lot, and if a cat is over 3 months old it must be registered by the Council.

(f) All animals must wear an identification tag clearly showing the Owner's address and/or telephone number.

(g) Any excrement deposited by a pet on the Common Property must be removed promptly by the Owner of the pet.

(h) Any Owner who keeps and maintains a pet will be liable for any and all action by the pet whether or not the owner had knowledge, notice or forewarning of the likelihood of such action.

(i) The Owners Corporation may serve a Person a notice that an animal owned by the Person is causing a nuisance to any other person. Where a Person receives such a notice from the Owners Corporation the Person must immediately take steps to prevent further nuisance occurring failing which the Owners Corporation may serve a further notice requiring the immediate removal of the animal specified in the notice and the Person must immediately permanently remove the animal from the Development Land or the Estate.

13.8 Section 173 Agreement and Section 173 Agreement (VicRoads) Obligations

(a) The Owners Corporation must comply, and must to the extent applicable, procure that each Owner and any Occupier of an Owner's lot complies, with all the obligations of the Section 173 Agreement, and in particular clauses 5, 6 and 7 as they pertain to the Common Property, the Environment Management Plan and Design Guidelines. A copy of clauses 5, 6 and 7 of the Section 173 Agreement are set out in Annexure A to these rules. The obligations of the Section 173 Agreement cannot be amended or revoked without the written consent of Council.

(b) The Owners Corporation must comply, and to the extent applicable, must procure that each Owner and any Occupier of an Owner's lot complies, with the Section 173 Agreement (VicRoads) and the Lease;

13.9 Local Laws

The Owners Corporation, Owners and visitors must comply with all Local Laws.

14. Structures, Gardens etc

14.1 Alterations - Lot

A Person may not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot.

14.2 Alterations - Common Property

A Person must not:

(a) alter;

(b) paint or otherwise mark;

(c) drive nails or anything else into; or

(d) otherwise damage or deface,

any structure (including any irrigation equipment or piping) forming part of the Common Property except with the prior written consent of the Owners Corporation.

14.3 Interference - Common Property

A Person must not:

(a) damage a lawn or garden;

(b) damage or remove any plant or part of a plant; or

(c) interfere with the operation of irrigation,

on Common Property.

14.4 Register

The Owners Corporation may, at its option, maintain a register and description of trees, landscaping and any associated plants within the Development Land or the Estate.

14.5 Prohibition Against Destruction

A Person must not:

(a) wilfully injure, ring-bark, cut down, top, lop, remove or destroy any trees, plants or other growing thing or landscaping (collectively "**Landscape**") on the Development Land or the Estate (whether or not identified in the register).

(b) otherwise partially or totally remove any of the Landscape (whether or not entered in the register) except with the prior written approval of the Owners Corporation and, if required, any local council approval.

14.6 Damage to Landscaping on Common Property

A Person must not:

(a) damage any of the Landscape situated upon the Common Property; or

(b) except with the prior written consent of the Owners Corporation use for the Person's own purpose as a garden any of the Common Property.

15. Maintenance/Appearance

15.1 Maintenance

Every Owner must:

(a) comply with the Design Guidelines;

(b) maintain in good condition and repair the exterior of the Dwelling and/or Building including (without limitation) all fences, walls, windows, gates, sidewalls, walkways and driveways within a Lot;

(c) maintain in good condition and repair all yard landscaping (including the mowing of nature strips outside the Lot), irrigation facilities, drainage facilities, swimming pools, spas, fountains, and other surrounds within the Lot;

(d) make any necessary arrangements for supply of sufficient water for the maintenance and irrigation of all yard landscaping and pay for such water;

(e) take all practicable steps to prevent infestation of the Lot by vermin or insects.

15.2 Notice

If an Owner has refused or failed to carry out repairs, maintenance or other works to the Owner's Lot that are required to comply with rule 15.1, the Owners Corporation may serve a notice on the Owner requiring the Owner to carry out the necessary repairs, maintenance or other works.

15.3 Owner Must Carry Out Works

If an Owner has been served with a notice under rule 15.2, then the Owner must carry out the repairs, maintenance or other works required by the notice within 7 days of the service of the notice.

15.4 Owners Corporation May Rectify

If an Owner has been served with a notice under rule 15.2 and has not complied with the notice within the required time, the Owners Corporation may, at the Owner's expense, carry out the necessary repairs, maintenance or other works to the Lot.

15.5 Recreational Equipment

All recreational equipment must be kept within the rear yard of the Lot and must not be visible from the road.

16. Vehicles

16.1 Parking & Repair

(a) A Person must not park or keep any Vehicle on a Lot except wholly within the parking area designated for it and except that a recreational Vehicle (which includes, but without limitation, a camper unit, trailer, car motor home or Vessel) may be parked or kept elsewhere on the Lot if it is screened so as not to be visible from any other Lot or road.

(b) A Person must not park or keep a Vehicle of a commercial type (which includes, but without limitation, a dump truck, cement mixer truck, delivery truck, semi-trailer, coach, bus, panel van, trades vehicle or operable vehicle equipment, whether mobile or otherwise) within the Development Land or the Estate except for the purpose and in the course of commercial deliveries.

(c) A Person must not conduct repairs or restorations to any motor Vehicle, boat trailer, aircraft or other Vehicle on a Lot except:

(i) wholly within the garage on the Lot; and

(ii) if such activity does not interfere with the quiet enjoyment of other Lots or Common Property by others;

(iii) in the case of a motor vehicle it must be registered to the owner or occupier of the Lot;

(iv) in the case of an unregistered motor vehicle the prior written consent of the Owners Corporation must be obtained

but such activity is not permitted if it is determined by the Owners Corporation to be a nuisance, and is not permitted on Common Property.

(d) A Person must use the garage in a Lot only as a garage for vehicles and for general storage purposes and not convert it to any other use.

(e) A Person must not park or keep any Vehicle on the Common Property other than within designated visitor parking areas and must not obstruct any Common Area or Road.

(f) An owner or occupier of a Lot must not permit any occupation of a caravan, camper van or mobile home upon the Lot or Common Property.

17. Insurance and Related Matters

17.1 Restrictions

A Person must not bring to, do or keep anything on a Lot which:

(a) will increase the rate of premium for fire insurance on a Dwelling, Building or the Common Property;

(b) may conflict with the laws or regulations relating to fire or any insurance policy on a Dwelling or the Common Property; or

(c) may conflict with the Local Laws, regulations or ordinances of the local government or other public authority for the time being in force.

17.2 Insurance

All Owners must ensure that any improvements, including the house, constructed on the Lot are insured for full replacement value.

18. Security

18.1 Homes must be kept locked

Windows and external doors in Lots must be locked when nobody is there.

18.2 Common Property Security

The Owners Corporation may arrange and operate a security system to monitor the Common Property and individual Lots.

18.3 Owners Corporation Responsible

The Owners Corporation:

(a) is responsible for control of the security system; and

(b) may employ servants, agents or contractors to operate the system.

18.4 Security Arrangements

The security arrangements may, at the discretion of the Owners Corporation, include without limitation the following:

(a) the issue of security access cards upon conditions, including payment of a deposit;

(b) the right (upon complaint) to remove any person from the Development Land or the Estate or to refuse admission to any person it considers is likely to be a nuisance or a security risk;

(c) the right to enter upon any part of the Development Land or the Estate for the purpose of maintaining its security;

(d) the right of admission to any person subject to limits on the time of use and the parts of Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;

(e) that parts of the Common Property are secured against entry as approved by Council by unauthorised persons; and,

(f) that security patrols, locks and other security devices or procedures are used to implement or operate it.

18.5 Security

The Owners Corporation may:

(a) erect, maintain and cause to be operated security measures by security officers for the purpose of regulating or prohibiting access to any part of the Common Property where Council approval has been given to restrict access;

(b) delegate to security officers the function of deciding whether to grant permission for access to any part of the Common Property. Any delegation will not limit the power of the Owners Corporation to grant such permission. The Owners Corporation may revoke a delegation at any time; and

(c) grant a conditional approval for access to any part of the Common Property and without limitation may only allow access to parts of the Common Property during specified times as approved by Council. A Person who has the permission of the Owners Corporation to drive on or otherwise use any part of the Common Property is entitled to do so to the extent of that approval. The Owners Corporation may revoke any approval at any time.

18.6 Owners Corporation Liability

The Owners Corporation is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) arising because:

(a) the security system is not operating; or

(b) the security system fails to operate as intended.

19. ICT System

19.1 ICT System - Lot

The Owner of each Lot must ensure that the Owner's Lot has and operates the ICT System. An Owner must:

(a) keep the ICT System where originally installed or as otherwise specified by the Owners Corporation; and

(b) at the Owner's cost, arrange for the ICT System to be repaired or replaced when it is not working (but this can only be done by people approved by the Owners Corporation and the work must be arranged through the Owners Corporation).

19.2 ICT Levy

The Owners Corporation may, by ordinary resolution:

(a) determine a levy to be paid in respect of each Lot to meet the actual or expected cost of the ICT System; and

(b) set the period to be covered by the levy; and

(c) specify the dates the levy must be paid; and

(d) set a discount for timely payment of the levy

19.3 Levy To Be Paid

A Levy imposed by the Owners Corporation under rule 19.2 must be paid by the Owner of a Lot. The levy must be paid on the due dates even if the person liable did not receive notice of the levy.

19.4 Levy Not Paid

If a Levy is not paid on the due date then in addition to any other rights the Owners Corporation has the Owners Corporation may disconnect the supply of the ICT System services to the relevant Lot until the amount outstanding is paid.

19.5 Limit on liability of Owners Corporation

The Owners Corporation is not liable for damage or loss because of a failure of the ICT System, whether caused by the Owners Corporation, its servants and agents, or any other person and through any cause whatsoever, including negligence.

20. Garbage Collection

20.1 Owner's Duties

Each Owner must:

(a) except if the Owners Corporation provides some other means of disposal of garbage, maintain on the Lot in a clean and dry condition and adequately covered, a receptacle for garbage which is not visible from outside the Lot;

(b) at all times protect garbage deposited in the receptacle against the attraction of flies or other vermin by wrapping the garbage in paper or other suitable material;

(c) thoroughly cleanse and deodorise the receptacle regularly as and when considered necessary;

(d) at all times keep the proper lid (of correct fit) on the receptacle;

(e) not place or caused to be placed in the receptacle any refuse, or other thing which is aflame, smouldering, sludge, alive or not garbage;

(f) ensure the receptacle is not overloaded to more than the maximum weight for the receptacle;

(g) ensure the receptacle is placed at the nominated collection point on collection days and promptly returned to the Lot following collection on the collection day;

(h) comply with all Local Laws relating to the disposal of garbage.

20.2 Sludge

For the purpose of rule 20 **sludge** means any matter or thing, whether solid or liquid or a combination of solids or liquids, which have been removed from a septic tank, septic closet, chemical closet, sullage pit, grease trap or any holding tank or other container forming part of or used in connection with a septic tank, septic closet, chemical closet, sullage pit or grease trap.

21. Notice of Accidents/Damage to Property

21.1 Notice

Each Person must notify the Owners Corporation or the Operations Manager promptly of any accident to or defect in any water pipes, gas pipes, electric installations, fixtures or any other utility infrastructure which comes to the Person's knowledge.

22. Contractors

22.1 No Instruction

A Person must not directly instruct any contractors or workmen employed by the Owners Corporation unless specifically authorised to do so.

22.2 Owners Corporation Representative

All requests for the Owners Corporation to consider giving directions on a particular matter to a contractor or workman must be directed to the Manager or secretary of the Owners Corporation, who will in turn refer the request to the Owners Corporation for determination.

23. Notification of Infectious Diseases

23.1 Notice

A Person must, if any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, affects any person in any Lot give, or cause to be given, notice of that fact and any other information which may be required relative to the disease to the Owners Corporation.

23.2 Expenses

The Owner must pay to the Owners Corporation the expenses of disinfecting the affected Lot (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by such disease.

24. Notices to be Observed

Each Person must observe the terms of any notice displayed on any part of the Common Property by authority of the Owners Corporation or of any statutory authority.

25. Invitees

25.1 Compliance with Rules

Each Person must:

(a) ensure any invitees comply with these rules; and

(b) if an invitee fails to comply, forthwith cause that invitee to leave the property.

25.2 Lessee

A Person who lets a Lot must take all reasonable steps (including any action available to him under relevant lease or agreement) to ensure that the lessee and lessee's invitees comply with these rules.

26. Rules to be Exhibited

A copy of these rules (including rules made under them or a précis of them approved by the Owners Corporation) must be exhibited in a prominent place in any Lot made available for letting and contained in any lease of the Lot.

27. Flammable Materials

A Person must not without the Owners Corporation's written consent use or store any chemicals, burning fluids, acetylene gas or alcohol in a Lot or on Common Property nor in any other way cause or increase a risk of fire or explosion in a Dwelling or Building or cost of fire insurance or breach a law, but this rule does not prevent use of barbecues in external areas of Lots.

28. Obstruction

A Person must not obstruct the lawful use of the Common Property by any person or access to another Lot or Berth Lot.

29. Maintenance and Upgrading of Services

29.1 Maintenance

The Owners Corporation may from time to time arrange for the maintenance and upgrading of telecommunications or other utility services provided to a Lot or a series of Lots.

29.2 Payment

The Owner of any Lot that receives the benefit of the services must pay on demand by the Owners Corporation the proportion of the cost of providing those services and maintenance and upgrade of those services from time to time.

29.3 Disconnection

If a relevant Owner does not do so, the Owners Corporation may authorise the disconnection of any or all of the services provided to the Lot.

30. Breaches and Penalties

30.1 Remedy

A Person in breach of these rules (which includes breach of any proper direction given under them) must remedy that breach immediately the Person becomes aware of it and in any event within 7 days after notice from the Owners Corporation requiring the Person to do so.

30.2 Non-Compliance

An Owner who has not complied with these rules within seven days after service of a notice by the Owners Corporation specifying any non-compliance, agrees to the following in addition to any other rights that the Owners Corporation has under these rules:

(a) to allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify any non-compliance where the non-compliance relates to performance of any works required to be performed by an Owner under these rules;

(b) if the Owners Corporation exercises its power to rectify non-compliance, to pay to the Owners Corporation any charges levied against the Owner in respect of the costs of the works performed as a result of the non-compliance;

(c) to accept a certificate signed by the Secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation to rectify the Owner's non-compliance with the rules;

(d) to pay interest at the rate of 2% below the rate prescribed under the *Penalty Interest Rates Act* 1983 on all monies outstanding under these rules (including the non-payment of any Owners Corporation fees) until they are paid;

(e) that any payments made for the purposes of these rules will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

30.3 Recovery of Costs

(a) An Owner must pay on demand the whole of the Owners Corporation's costs and expenses (including solicitor and own client costs and Owners Corporation management fees, plus any GST properly chargeable in respect of these costs) in connection with:

(i) recovering levies or monies payable to the Owners Corporation pursuant to the Act or these rules duly levied upon the Owner by the Owners Corporation or otherwise pursuant to these rules;

(ii) all legal and other proceedings concluded by way of settlement or court determination in favour of the Owners Corporation taken by or against the Owner or occupier of a Lot;

(iii) costs and expenses (including solicitor and own client costs and Owners Corporation management fees) incurred by the Owners Corporation to enforce a rule or make good any damage incurred by a breach of these rules by that Person or that Person's invitees (including tenants) and incurred in recovery of those costs-and-expenses.

(b) The amount of any such costs will be deemed to be a liquidated debt due by the Owner to the Owners Corporation.

(c) If the Owner fails to pay such costs upon demand, the Owners Corporation:

(i) may take action for the recovery of those costs in a court of competent jurisdiction, and/or;

(ii) may enter such costs and expenses against the levy account of the Owner.

(d) The Owners Corporation may include any costs payable to it under this rule on any certificate issued in respect of the Lot pursuant to the Act, including but not limited to a notation of unpaid insurance premiums.

30.4 Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by an Owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or occupier or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

Part D – Waterway and Berth Lots

31. Waterway

31.1 Waterway

(a) The Waterway may only be used by Vessels owned or used by Owners or Occupiers of Lots in the Development Land or the Estate and their invitees, other Vessels (subject to any Owners Corporation restrictions that are approved by Council) and by persons who have entered into a Berth Lot Agreement and have provided to the Owners Corporation (if required to do so) appropriate marine insurance of any Vessel and public liability insurance of any Vessel.

(b) An Owner agrees that the Owners Corporation may at any time licence to certain Owners part of the Common Property being the walkways and dock areas that adjoin certain Berth Lots which are required by certain Owners to access Berth Lots. The purpose of such a licence will be to ensure that such parts of the Common Property can only be accessed by the Owners of adjoining Berth Lots for security reasons.

31.2 Interference

An Owner or visitor must not:

(a) dispose of any rubbish, plant, animal or other substance whatsoever in the Waterway;

(b) dispose of any pollutant chemicals or substance into the Waterway;

(c) do any thing which will in any way interfere with the water quality of the Waterway or will interfere with any structures in or about the Waterway generally except as may be authorised from time to time by the Owners Corporation under lease or licence for and Ancillary Pontoon Area

(d) swim, moor a Vessel or fish in the Waterway except as may be authorised for recreational purposes from time to time by the Owners Corporation or as may be authorised by the Owners Corporation under a lease or licence for an Ancillary Pontoon Area.

31.3 Use and Control of the Waterway

The Owners Corporation may:

(a) take any steps and do any acts as it considers necessary for the general benefit and safety of persons, Vessels and property and for the security of any Vessel or the avoidance of any injury or further injury to any person, Vessel or property in or upon or in the vicinity of the Waterway;

(b) give to the master or owner of a Vessel or to any person within the Waterway any direction the Owners Corporation considers necessary including but without limitation where, in the opinion of the Owners Corporation, a Vessel is not securely moored, a direction that the master or owner of the Vessel remedy the lack of secure mooring forthwith or within such time as the Owners Corporation specifies;

(c) fix time limits for the carrying out of works or maintenance;

(d) identify areas and places within the Waterway for the purpose of carrying out works or maintenance; and

(e) restrict those areas of the Waterway, if any, where a person may swim or dive.

31.4 Mooring of Vessels

It will be the responsibility of the Owner or Person in lawful possession of a Vessel moored in the Waterway to ensure that:

(a) the Vessel and its machinery, equipment and any goods on board are sufficiently protected against loss or damage arising out of accident, damage or theft;

(b) any mooring lines holding the Vessel are good and sufficient to moor the Vessel safely under all weather conditions;

(c) the Vessel is in all other respects safely secured in its mooring place; and,

(d) the Vessel is serviced annually by a professional and competent person (and, if requested by the Owners Corporation, provide written confirmation from a professional and competent person) to ensure that the Vessel will operate safely and to a standard considered appropriate by the Owners Corporation.

31.5 Fishing vessels

Commercial Fishing Vessels will not be allowed in the Waterway without the approval of the Owners Corporation except in the case of an emergency as determined by the Waterways Manager.

31.6 Restrictions

(a) A person must not:

(i) except in relation to an Owner's Berth Lot, moor a Vessel in the Waterway without first obtaining the consent of the Owners Corporation or the Waterways Manager;

(ii) cast, place, leave, or cause to be cast, placed or left, any mooring of whatever kind or description in, upon, on, over, through or across any portion of the Waterway including but without limitation the bottom or bed of the Waterway except to the extent reasonably necessary for a Berth Lot or as may be authorised by the Owners Corporation under a lease or licence for an Ancillary Pontoon Area.

(iii) anchor a Vessel in the Waterway without first obtaining the consent of the Owners Corporation or the Waterways Manager;

(iv) navigate a Vessel in the Waterway at a speed exceeding four (4) knots. A speed of less than four (4) knots must be maintained where necessary or as stipulated to avoid the likelihood of damage to moored Vessels or any hazard or undue inconvenience to the navigation of Vessels. Areas where a speed of less than four (4) knots is required will be identified by the Owners Corporation;

(v) navigate a Vessel carelessly, negligently or recklessly in the Waterway;

(vi) moor or place any Vessel, Vehicle or any other thing in the Waterway so as to impede the use by any person of any part of the Waterway except as may be authorised by the Owners Corporation under a lease or licence for an Ancillary Pontoon Area.

(vii) use or interfere with any Mooring or any fitting or appliance on any Mooring for any purpose other than that for which such fitting or appliance is provided except as may be authorised by the Owners Corporation under a lease or licence for an Ancillary Pontoon Area.

(viii) discharge from or pump out any sewage or wastewater holding tank within a vessel except at an approved sewage pumpout facility;

(ix) undertake maintenance or repairs to any Vessel in any part of the Waterway without the prior consent of the Owners Corporation;

(x) organise any gathering of people or entertain on or in the Waterway or on any Vessel at any time without the permission of the Owners Corporation;

(xi) launch any Vessel into the Waterway except from a properly constructed launching ramp, dock or slipway; or,

(xii) leave or moor a vessel at the Berth Lot to which they do not hold the legal title except with the express written consent of the Berth Lot Owner.

(b) An Owner and crew of a Vessel must not live or allow any person to live or remain overnight on a Vessel in the Waterway.

31.7 Use of a Berth Lot

An Owner or Occupier who has a Berth Lot must:

(a) not use the Berth Lot for any purpose except the mooring of a Vessel or any other purpose specifically authorised by the Owners Corporation from time to time;

(b) register and maintain the registration of any Vessel intended to be moored at the Berth Lot from time to time if it is required by law to be registered;

(c) keep the Berth Lot neat and tidy, free of litter, rubbish, bottles, drying clothes and signage;

(d) always securely lock and secure a Vessel while it is at the Berth Lot;

(e) not store flammable liquids or dangerous materials on a Vessel or at a Berth Lot other than in the tank of the vessel;

(f) effect and maintain proper and adequate marine insurance of any Vessel and public liability insurance in relation to any Vessel;

(g) ensure that only one Vessel is moored at the Berth Lot at any one time;

(h) ensure that any Vessel to be moored at the Berth Lot does not extend past the projected boundary lines of the Berth Lot;

(i) ensure that there is no movement of a Vessel to be moored at the Berth Lot between the hours of 10.00 pm and 6.00 am unless such movement can be undertaken with minimal noise and disturbance to others;

(j) ensure that any navigation lights or navigation marks required by the Owners Corporation are erected or placed on the Berth Lot at the owner's cost as so directed by the Owners Corporation;

(k) at the owner's cost maintain the Berth Lot in good order and repair and replace if necessary;

(l) ensure that there is no noise from the mast or rigging of a Vessel moored at the Berth Lot.

31.7A Use of an Ancillary Pontoon Area

An Ancillary Pontoon Area is such part of the Waterway as is leased or licensed by the Owners Corporation to an Owner for the purposes of mooring a Vessel specified in the lease or licence and an Owner who has an Ancillary Pontoon Area leased or licensed to that Owner must observe all conditions noted in the lease or licence.

31.8 Use of a Berth Lot by Owner's Invitee

(a) An Owner who has a Berth Lot may, subject to the approval of the Owners Corporation, allow an invitee to use the Owner's Mooring for the mooring of the invitee's Vessel for short periods as approved by the Owners Corporation. The Owner's invitee must comply with these rules.

(b) To obtain the Owners Corporation's approval, the Owner will provide the following information about the invitee's Vessel:

(i) name and address of the Owner and the Owner's invitee;

(ii) length and draught of the Vessel;

(iii) registered number and name (if applicable) of the Vessel;

(iv) location of the Mooring;

(v) length of time sought for the temporary use of the Mooring; and

(vi) such other particulars as the Owners Corporation may from time to time require.

(c) The Owners Corporation may approve (conditionally or unconditionally) or disapprove the use of a Mooring by an Owner's invitee.

31.9 Failure to Comply

In addition to any other rights the Owners Corporation has under these rules, failure by any Person to comply with a direction from the Owners Corporation or with any part of rules affecting the Waterway under this rule 31 will allow the Owners Corporation to rectify the non-compliance at the cost of the Person or to take any steps to ensure the Person rectifies the non-compliance at the Person's cost. The Owners Corporation may also:

(a) give the Person written notice that the Person has not complied with one or more of rules and that the Person must rectify the non-compliance forthwith or within a period nominated by the Owners Corporation;

(b) where the non-compliance is a non-compliance with rule 31.6, with any assistance the Owners Corporation requires at the cost of the Person moor, unmoor, anchor or remove the Vessel. The Owners Corporation may also cast off or loosen any warp or rope, or unshackle or loosen any chain by which the Vessel is moored or fastened, first putting on board a sufficient number of persons to protect the vessel where there is no person on board the Vessel; or

(c) where the non-compliance is a non-compliance with rule 31.6(a)(ii), remove the mooring and restore the site to the former condition at the cost of the Person.

31.10 Boatsheds

Boatsheds are not permitted on any Waterway.

31.11 Boat Ramps

A Person must not:

(a) use any boat ramp except for the purpose of launching or retrieving a Vessel;

(b) drive or stand a Vehicle onto or upon any boat ramp except for the purpose of launching or retrieving a Vessel;

(c) moor, place or anchor a Vessel within the approach fairway to any boat ramp so as to be likely to obstruct its use by any other person;

(d) obstruct or impede the use of any boat ramp by any other person;

(e) carry out maintenance or repairs to a Vessel on any boat ramp;

(f) carry out maintenance or repairs to a Vessel in the approach fairway to any boat ramp. This rule does not apply to repairs or maintenance of an emergency nature where to move the Vessel from its position is likely to result in damage to the Vessel, to any other Vessel or injury to any person; or

(g) take onto or drive on any boat ramp any Vehicle the wheels of which are not fitted with rubber tyres. Any Vehicle permitted by this rule to be taken onto or driven on any boat ramp that exceeds three (3) tonnes in the aggregate including the mass of any load, trailer or boat being towed by the Vehicle must have approval from the Owners Corporation before using the boat ramp.

31.12 Launching and Retrieval

A Person must complete the launching or retrieving of a Vessel as quickly as possible.

31.13 Construction of Berth Lot or Ancillary Pontoon Area

(a) A Person must not construct, modify or vary a Mooring situated or to be situated in or on any part of the Waterway without:

(i) entering into a Berth Lot Agreement or a lease or licence for an Ancillary Pontoon Area with the Owners Corporation; and

(ii) obtaining the Approval of the Design Review Committee.

(b) A Berth Lot Agreement and Approval will only be entered into and given where a Mooring is situated or is to be situated in or on that part of a Berth Lot owned by an Owner.

31.14 Non-waiver

The Approval of the Design Review Committee to any construction, modification or variation of a Mooring will not constitute a waiver of any right to Approve or Refuse any similar construction modification or variation subsequently or additionally submitted for Approval.

31.15 Separate Property

(a) An Owner who has a Lot but does not own a Berth Lot hereby acknowledges that the Berth Lots are the separate and private property of the Berth Lot Owners and do not form part of the Common Property.

(b) A Lot Owner who is not a Berth Lot Owner must not interfere with the rights granted to a Berth Lot Owner pursuant to these Rules or pursuant to Common Property Licence.

31.16 Fire Fighting Equipment

Any Vessel using the Waterway must be equipped by the Owner or master with fire fighting equipment prescribed by regulations made under the *Marine Act* 1988 or any other prescribed Act of Regulation for the class of that Vessel.

31.17 Safety

Nothing in these rules will be taken, read or construed so as to limit or effect the power of the Owners Corporation to do or refrain from doing any act, matter of thing for the purpose of securing the safety of life, Vessels or any property in any Waterway. Without limiting the generality of the foregoing, the Owners Corporation may from time to time close or restrict the use of any part or parts of any Waterway for any works therein.

31.18 Lock

Where any lock forms part of the Common Property all Owners and Occupiers must ensure:

(a) that the lock is operated only by an adult over the age of 15 years;

(b) that the Owner or Occupier exercise caution at all times when using the lock and do not behave in any manner that is likely to interfere with the use and enjoyment of the lock by other persons;

(c) that the lock is used in a proper manner and in accordance with the operating instructions applying to the use of the lock;

(d) that the lock is used only in accordance with the rules made by the Owners Corporation for the use of the lock from time to time which rules may include the issue of access devices including the payment of a deposit or fee.

31.19 Revetment Wall

(a) A Person must not alter, deface or damage any revetment wall forming part of a Lot or Common Property where such revetment wall is adjacent to or forms part of the boundary of a Waterway without the written consent of the Owners Corporation or the Operations Manager and any other approval required by law.

(b) A Person must promptly notify the Owners Corporation of any damage to or defect in such a revetment wall on a Lot or Common Property.

(c) A Person must pay for any damage to such a revetment wall and to other Lots or Common Property caused by that person's improper alteration, defacing or damage to such a revetment wall on a Lot or Common Property.

(d) Subject to rule 31.19(c), the Owners Corporation:

(i) will be responsible for the supply, or engagement of another person to supply, cleaning, maintenance, repair and replacement services in relation to any such revetment wall forming part of a Lot or Common Property;

(ii) must ensure that any such revetment wall on a Lot or Common Property is properly maintained in a good and structurally sound condition so that lateral and/or subjacent support exists and is maintained in favour of the Common Property and in particular any Waterway;

(iii) is entitled to such reasonable access to a Lot or Common Property to maintain and replace such a revetment wall to ensure that a revetment wall is maintained in a structurally sound condition in accordance with this rule 31.19.

Part E – Roads and recreation areas

32. Roads

32.1 Speed Limit

The maximum allowable speed upon the Roads will be 40 kilometres per hour.

33. Recreation Areas

33.1 Times for Use of Recreation Areas

The Recreation Areas must not be used between the hours of 10.00 pm and 7.00 am or such other hours as agreed to by the Owners Corporation.

33.2 Rules for Use of Recreation Areas

All Owners and Occupiers of Lots when making use of the Recreation Areas must ensure:

(a) that invitees and guests do not use the Recreation Areas unless the Owner or Occupier or another Owner or Occupier accompanies them;

(b) that children below the age of 13 years are not in or around the Recreation Areas unless accompanied by an adult Owner or Occupier exercising effective control over them;

(c) that the Owner or Occupier and invitees of the Owner or Occupier exercise caution at all times and do not behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Areas by other Persons;

(d) if congestion is experienced in the use of the Recreation Areas, the Owners Corporation may arrange for the implementation of booking systems for mutual benefit of all Owners and Occupiers of Lots in the Development Land or the Estate;

(e) all users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion as approved by the Owners Corporation from time to time.

33.3 Barbecue Areas

Owners, Occupiers and any other authorised users may use any barbecue area and associated facilities which may be located on the Common Property subject to compliance with the following rules:

(a) the area is only to be used between the hours of 7.00 am and 10.00 pm or such other time as the Owners Corporation may determine;

(b) the area is not to be used so as to create a nuisance or disturbance to others and in particular:

(i) all sound systems, musical instruments and the like are to be controlled so that sound arising from them is reasonable and does not cause annoyance to others;

(ii) food, cigarette butts, papers and other items must be deposited in an appropriate rubbish receptacle and not be littered about the area;

(iii) there is to be no offensive language;

(c) cooking appliances and appurtenances must be used in a proper manner and turned off according to the operating instructions and all such appliances and appurtenances are to be thoroughly cleaned after use. If such appliances and appurtenances are not thoroughly cleaned, the Owners Corporation may, in its discretion, arrange such cleaning at the expense of the relevant Owner or Occupier.

(d) all users of the Barbecue Area must be suitably attired and must observe a dress code suitable for the occasion.

PART F – MISCELLANEOUS

34. Removal

A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Development Land or the Estate by a security officer or a member of the police force.

35. Vacant Lot Maintenance

35.1 Owners Corporation to Maintain

The Owners Corporation will maintain Vacant Lots after the sale of the Lot by the Original Owner settles until the development commences on the Lot.

35.2 Entry

The Owners Corporation may enter a Vacant Lot at any time for the purpose of this rule.

35.3 Vacant Lot Maintenance Levy

The Owners Corporation may, by ordinary resolution:

(a) determine a levy to be paid in respect of each Vacant Lot to meet the actual or expected cost of the maintenance of those Lots; and

(b) set the period to be covered by the levy; and

(c) specify the dates the levy must be paid; and

(d) set a discount for timely payment of the levy; and

35.4 **Levy To Be Paid**

A Levy imposed by the Owners Corporation under rule 35.3 must be paid by the owner of a Lot. The levy must be paid on the due dates even if the person liable did not receive notice of the levy

35.5 Limit on liability of Owners Corporation

The Owners Corporation is not liable for damage or loss caused by maintaining the vacant Lot, whether caused by the Owners Corporation, its servants and agents, or any other person and through any cause whatsoever, including negligence.

36. Power of Owners Corporation to grant Licence

As long as the Original Owner is registered or entitled to be registered as proprietor of one or more lots on the Plan the Original Owner may cause the Owners Corporation to grant any licence or lease of any Common Property as it sees fit, including, without limitation the Common Property Licence referred to in these Rules.

37. GST

37.1 Definition

For the purposes of this rule:

(a) **GST** means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;

(b) **Primary Payment** means any payment or consideration given by an Owner or Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by an Owner or Occupier to the Owners Corporation in connection with any supply of any goods and services.

37.2 Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Owner must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Owner is required to pay the Primary Payment in respect of which the GST relates.

38. Grant of Proxy and Attorney

38.1 **Power of Attorney**

(a) Appointment

Every Owner must (if the Owner has not already done so, or if called upon by the Original Owner to do so) irrevocably appoint the Original Owner and each duly designated officer and manager of the Original Owner (**Attorney**), severally to be the Attorney of the Owner for the following purposes in respect of the Owners Corporation, with the following powers and subject to the following limitations:

(i) convene, attend and/or vote in the name of the Owner at all or any meetings of the Owners Corporation or of the committee of the Owners Corporation including a meeting to make, amend or revoke rules;

(ii) complete, sign and lodge any proxy including the proxy or proxies contemplated in this rule 37 and any voting paper to allow the Original Owner to vote in the name of the Owner at all or any meetings of the Owners Corporation or of the committee of the Owners Corporation in respect of any motion or resolution; and

(iii) exercising all powers and rights of the Owner as a member of the Owners Corporation including, without limitation, for or relating to any one or more of the following:

(A) the engagement of a Owners Corporation manager;

(B) the adoption of budgets for the Owners Corporation, provided that in exercising this power the Attorney may not vote for the adoption of an initial budget for the Owners Corporation that varies substantially from the proposed budget under which the Owner purchased the Lot;

(C) accepting appointment to and acting on or as the Committee of the Owners Corporation; and

(D) any other matter relating to the operation and management of the Owners Corporation.

(b) It is acknowledged that a purpose of this power of attorney is to enable the Original Owner to acquire further land which will be added to the Development Land and included within the Estate and which may form part of the Master Plan. The land proposed to be added to the Development Land includes that land contained in Certificates of Title Volume 9498 Folios 138 and 139, Volume 9627 Folio 549, Volume 9818 Folio 897 and Volume 9447 Folio 095. The Original Owner will ensure that the Attorney when exercising its power under this power of attorney will act in a reasonable manner regarding the interests of the Owner and will treat all owners of land within the Estate in a fair and equitable manner.

(c) Exclusion

Insofar as it is lawful, the rights of the Original Owner under rule 38.1(a) can be exercised to the exclusion of the Owner if the Original Owner requires that exclusion.

(d) Duration - Power of Attorney

The power of attorney referred to in rule 38.1 shall be deemed to take effect immediately upon establishment of the Owners Corporation, which occurs upon registration of the Plan, and shall remain in force and effect until the earlier of:

(i) the date when the Original Owner ceases to be the owner of any lot in the Master Plan; and

(ii) 10 years after the date when the Owners Corporation was established.

(e) Ratification and Indemnity

(i) Each Owner must ratify and confirm whatever the Attorney shall do under this power of attorney.

(ii) Each Owner must indemnify and keep indemnified each Attorney from and against all claims, actions, loss and damages, costs and expenses incurred by the Attorney arising from the exercise by the Attorney of its powers under the power of attorney.

(f) Direction of Voting

For the period stated in Rule 38.1(d), each Owner must vote at meetings of the Owners Corporation and any committee of the Owners Corporation as directed by the Original Owner and each Owner acknowledges that this rule does not prevent the Owner from exercising a vote at any such meeting as attorney of the Owner to the exclusion of the Owner.

(g) New Power of Attorney

For the period stated in Rule 38.1(d) each Owner must not sell or transfer the Lot except to a person who has first signed an Assumption Deed in a form acceptable to

the Original Owner whereby there is included a provision that the purchaser or transferee from that Owner agrees to comply with this rule including to grant to the Original Owner a power of attorney in substantially the same form and effect as that contained in this rule. If an Owner does not comply with this provision, that Owner will indemnify and keep indemnified the Original Owner from and against all loss and damage, costs and expenses incurred by the Original Owner as a result of the Owner's non-compliance. If requested by the Original Owner, each Owner must execute a further Power of Attorney which can be produced as evidence of the grant of power of attorney.

(h) Formal Appointment

Each Owner must execute the Power of Attorney set out in Annexure C upon becoming a member of the Owners Corporation and agrees that a certified copy of that Annexure may be produced as sufficient evidence of this grant of power of attorney. If required by the Original Owner at any time within the period of the grant, each Owner must execute an additional separate form of Power of Attorney in the form set out in Annexure C and will execute that Power of Attorney and deliver it to the Original Owner or the Original Owner's solicitors within 14 days of request.

(i) No Action Prejudicial to Original Owner

For the period stated in Rule 38.1(d) each Owner must not without the consent of the Original Owner cast any vote in favour of amending these Owners Corporation Rules or exercise any rights or powers of that Owner as a member of the Owners Corporation in a manner that is prejudicial to the interests of the Original Owner.

(j) Charge

Each Owner charges in favour of the Original Owner its obligations under this rule so that such charge will constitute a charge against the Owner's Lot in favour of the Original Owner.

(k) Caveat

Each Owner acknowledges that the Original Owner may register a caveat against the Owner's Lot to protect its interests as created by the charge referred to in rule 37.1(j).

38.2 **Proxy**

(a) Appointment

Each Owner agrees to appoint any director and secretary of the Original Owner nominated by the Original Owner to be the proxy to act for the Owner at Owners Corporation meetings and vote on any of the issues set out in rule 38.1(a)(iii).

(b) Duration - Proxy

The proxy appointment in this rule ends 1 year after an Owner became the registered proprietor of the Owner's Lot.

(c) Formal Appointment

Each Owner must execute a permanent standing proxy (or if the Original Owner so requires one proxy for each of the named individuals) in the form of Annexure D on becoming a member of the Owners Corporation appointing the person or persons specified by the Original Owner as proxy on terms as detailed in this rule for meetings of the Owners Corporation during the period specified in rule (b) and must deliver that proxy or those proxies to the Original Owner or the Original Owner's solicitors on becoming a member of the Owners Corporation or a separate proxy or proxies for each meeting of the Owners Corporation during the said period and must deliver each proxy to the Original Owner or the Original Owner's solicitors 7 days prior to the relevant meeting of the Owners Corporation. Each Owner acknowledges that the Original Owner may execute a proxy under the power in rule 38.1.

Annexure A - Clauses 5, 6 and 7 of the Section 173 Agreement

5. OWNERS OBLIGATIONS –DEVELOPMENT and USE

5.1 Compliance with Development Plan and Controlling Documents

(a) The Owner must not develop or use any part of the Land otherwise than in accordance with the Development Plan, the Controlling Documents and this Agreement.

(b) Once the Owner has commenced use and Development of the Land, it must continue such use and Development to the satisfaction of the CounciL

(c) Breach of any provision, requirement or specification in the Development Plan or a Controlling Document will be construed as a breach of this Agreement which entitles the Council to take proceedings to enforce this Agreement.

5.2 Compliance With Planning Scheme

The Owner must ensure that any use and development of land by the Owner outside the Land as affected by the Permit but necessary for the Project complies with the provisions of the Planning Scheme.

5.3 Bathing Boxes

The Owner covenants and agrees to indemnify and keep indemnified the Council for a period of 10 years after the date of commencement of removal of any bathing boxes against any action, claim, liability, demand, costs and expenses that the Council may sustain, incur, suffer or become liable for in respect of the removal and relocation of any bathing box from the foreshore including paying the costs of removal and relocation and any compensation which the Council may be obliged to pay to the owners of the bathing boxes removed or relocated as part of the Development of the Land.

5.4 Disposal of Excavated Materials

(a) Prior to the commencement of excavation on the Land, the Owner must obtain the approval of the Council for one or more permanent disposal site for excavated material from the Land including from the Waterway. Any such site must be approved for such disposal under the *Environment Protection Act* 1970 or regulations thereunder tJranyotherrelevantlegislative instrument.

(b) From the time of the commencement of placement of excavated material from the Land, the Owner must ensure that the maintenance of the permanent disposal site is undertaken in accordance with the standards specified in the EMP (Construction) to the satisfaction of the Council.

5.5 Construction Program

Prior to the commencement of construction of Phase I Works, the Owner must prepare to the satisfaction of the Council a program for the Construction of the Development setting out the

Annexure B - Design Guidelines

PLEASE CONTACT THE OWNERS CORPORATION MANAGERS FOR A COPY OF THE CURRENT MARTHA COVE DESIGN GUIDELINES

proposed staging and timing of the Development generally in accordance with Annexure 6 (Development Staging). When approved by Council, that program will fonn part of the Development Plan and the Council may approve a variation of it upon written request and justification, and in particular for any works required outside the Laud site boundaries.

5.6 Traffic Improvement and Associated Roadworks

Prior to the commencement of Construction of Phase 1 Works, the Owner must prepare to the satisfaction of the Council a program for the proposed staging and implementation of vehicular traffic management works generally in accordance with Annexure 7 (Trafllc Improvement and Associated Roadworks Schedule). When approved by Council, that program will form part of the Development Plan and the Council may approve a variation of it upon written request and JUStif1cation, and in particular for any traffic related works required outside the Land site boundaries including, but not limited to, traffic management works.

5.7 Phases

(a) The Owner must not commence any Works in Phase 2 before at least 50% of the Phase 1 Works (not including basic earthworks required for Waterfront Lots) are Completed to the satisfaction of the CounciL

(b) The Owner must not commence any Works in Phase 3 before the Phase 1 Works are Completed or Completed to the extent that the Bank Guarantee provided under the Agreement is sufficient to fund the Completion of the Phase I Works in accordance with the Development Plan and to the satisfaction of the Council, except to the extent that those works are integrated with Works that are part of the Phase 1 Works.

5.8 Harbour & Waterway-Sequence of Construction

The Owner must construct the harbours and the Waterway and associated or consequential Works and facilities in accordance with clause 10.2.2 of the Permit, that is, the breakwater including training works, the waterways including revetment, the Marine Drive realignment and underpass, the cui de sac to service properties fronting Marine Drive, the reticulation service alterations and the basic earthworks required for Waterfront lots must be completed in Phase 1 and all Works in the Harbour Precinct not specified in Phase 1 must be completed in Phase 2.

5.9 Pnblic Access & Community Facilities

(a) The Owner must provide for continuous public access to the Waterway for boats and pedestriansand to pedestrianand bicyclepathsand board'Nalksinthe manner specified in the Development Plan, subject to norinaTsafety, maintenance and environmental requirements and controls and must construct that access in carrying out the Works.

(b) The Owner must construct at the Owner's cost in carrying out the Works the following:

(i) a pedestrian and bicycle path along the route shown an the Development Plan;

(ii) a two lane public boat launching and recovery facility; and

(iii) navigation aids to the satisfaction of the Port of Melbourne Authority (if applicable) and otherwise to the satisfaction of the Council.

These works must be carried out in an integrated way contemporaneously with the balance of works in that vicinity, in accordance with the Staging Plan and to the satisfaction of the CounciL

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5.10 Phase 1 Works

Without limiting clause 5.I, the Owner must carry out Construction of the Phase 1 Works in accordance with the plans and specifications incorporated as part of the Development Plan and must carry out and complete the Construction in accordance with the EMP (Construction), to the satisfaction of the Council.

5.11 Open Space

(a) The Owner must cause the land set aside for Open Space on the Development Plan to be drained, graded and landscaped for public open space to the satisfaction of the Council progressively as stages of the Plan of Subdivision in which the open space is contained are registered and must transfer the relevant land in each Phase to the Council at the cost of the Owner upon registration of the plan for the stage of the Plan of Subdivision in which the open space is located.

(b) If any drainage, grading or landscaping is required to be carried out under the preceding paragraph and it has not been completed at the time when the Owner seeks the issue of a Statement of Compliance for a stage of the Plan for the area containing that Open Space, the Council agrees that the provision by the Owner of a Bank Guarantee for the cost of that work will constitute an agreement to secure compliance with any such requirement that is still outstanding at that time. The procedure in Clause 4.2 will apply to the provision of this Bank Guarantee.

5.12 Open Space Contribution

(a) The Owner agrees to pay to the Council an amount pursuant to Clause 52.01 ofthe Planning Scheme in lieu of the provision of Open Space, in particular its obligation under Clause 4.1.2.6. of the Permit, if the Owner does not establish to the satisfaction of the Council that the actual area of landscaped recreation reserves having public utility and excluding the area of the boardwalks and comprising Open Space within the Project is equal to or exceeds 5 hectares. The amount to be paid will be the value of the difference between 5 hectares and the actual area of the reserves, determined as contemplated in paragraph (c).

(b) The payment will be in the form of an amount payable to the Council upon settlement ecf each initial saleof a LoL From.the.date.oiissue.ofthefi.rsLSt<ile!l1<mt(lf Compliance for a stage of the Plan of Subdivision, the Owner must provide to the Council within 7 days of the end of each month a statement setting out the number of Lots (including Lot numbers) settled during the relevant month and a cheque for payment of the Open Space Contribution in respect of those Lots.

(c) The amount payable will be equal to an amount per allotment determined by agreement between the Parties or failing agreement as determined under section 19 of the *Subdivision Act 1988.*

5.13 Boat Berths

(a) The Owner must create a system of controls for users of berths in the inland harbours and the Waterway to the satisfaction of the Council for the purpose of controlling emergency procedures, noise, pollution and disposal of sewage, bilge water and solid waste and must include the system in the EMP (Operations) and must implement the system before the Waterway is opened to navigation by boats.

(b) This system must include a process for prescribing the form and general content of the berth licence to be entered into by any person wishing to berth on a Waterway Lot, include conditions such as those mentioned in paragraph (a) and the conditions of the berth licence must be to the satisfaction of the CounciL The process must include details of how the form and general content may be amended from time to time with the approval of the CounciL A copy of the EMP (Operations) must be annexed to each berth licence prior to execution of the licence by the Owner. The Owner must not issue any berth licence and may not allow any individual berth to be used until the Council has approved the form and general content of the licence.

(c) The Owner must ensure that this Agreement is registered on the Title to each Waterfront Lot and Waterway Lot and of any Common Property having potential for the construction and maintenance of berths for the purpose of ensuring that each successor in title to the Owner in respect of those Lots and Common Property is bound by the agreed system of controls for users of berths and that the agreed system of controls is imposed by the conditions in the berth licence upon any person wishing to use a berth.

5.14 Environmental Controls

(a) The Parties acknowledge that the Controlling Documents to the extent that a matter therein is designated as being applicable to a Waterfront T.ot or a Waterway Lot or the Waterway form a system of environmental controls relating to each Waterfront Lot and Waterway Lot and the Waterway and include controls on the design, siting and construction of development and use of Land relating to the Waterfront Lots, the Waterway Lots and the Waterway, and that the Design Guidelines must include:

(i) the specification of a maximum site coverage for buildings,

(ii) the designation of building envelopes or setbacks for buildings,

(iii) the orientation, height and materials of construction of buildings,

(iv) the erection of external television aerials, and

(v) the erection offences of lots.

(b) The Owner must ensure that this Agreement is registered on the title of each Lot and the Common Property for the purpose of ensuring that each successor in title to the

0'-'11er in respect of the Lots and Common Property including the Body Corporate is bound by the agreed system of environmental controls contained in the EMP (Operations).

(c) The Design Guidelines may be varied on a stage by stage basis or according to neighbourhood character areas subject to the approval of the Council.

5.15 Waterway Quality

The Owner must ensure that the EMP (Construction) (while it remains applicable) and the EMP (Operations) provide for the following (as the case may be) and, where applicable, must undertake the following to the satisfaction of the Council:

(a) The Owner must cause:

(i) the water quality in the Waterway to be maintained to the satisfaction of the EPA and to the satisfaction of the Council;

(ii) all dredging required within the Waterway or offshore to be undertaken in accordance with the Protocol for Dredging and Disposal of Dredged Material adopted by the Environment Protection Authority in association with other **agencies;**

(iii) all anti-foulant waste to be disposed of to the satisfaction of the Environment Protection Authority;

(iv) the harbour sewer connection pump out facilities to be operated and maintained to the satisfaction of South East Water and to the satisfaction of the Council;

(v) that chemical dispersal agents are not used to treat spillages of oil or the like except at the express instruction of an authorised officer of the Environment Protection Authority.

(b) The EMP (Construction) (while it remains applicable) and the EMP (Operations) must provide to the satisfaction of the Council for all reasonable action to be taken to ensure that the water quality in the Waterway meets the appropriate objective standards of any applicable SEPP and, without limiting the foregoing, must comply with the standards in Clause 6.6.

(c) The Owner must:

(i) design and implement before the Waterway is opened to the sea a trial pumping program covering the first 12 months of the Waterway's operation and must carry out the program during that 12 month period to the satisfaction of the Council;

(ii) within 3 months of the end of the 12 month period in the previous paragraph, prepare a report on the results of the trial pumping program including the duration, in-situ conductivity, temperature and dissolved oxygen levels at the start and end of every pumping episode; the report must also include a pumping strategy for the future t<r thesatisfaeti<rn <YftheE'ooneil;·

(iii) start the approved pumping strategy immediately after it is approved by the Council;

(iv) design and implement before the Waterway is opened to the sea a maintenance program for the pumping system including the pipeline connecting the pumping station to Port Phillip Bay that

faction of and approved by the Council; (B) includes regular routine inspection of the pipeline;

(C) does not use any chemical in the pipeline except in accordance with the requirements of the EPA

(v) install permanent groundwater monitoring points in the vicinity of the inland harbour areas for the sampling, collection and testing of groundwater to

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enable detection of changes to the salinity content of groundwater outside the Waterway. The EMP (Operations) must for all parameters of groundwater salinity monitoring include the requirements in Condition 10.33.15.4, as set out in paragraph (a)(iv) of Clause 6.6.

(d) The Owner must cause to be kept a copy of all water quality testing, sampling and analysis results including maintenance results of the pumping system in a register at the Harbour Master's office that is available for public inspection during office hours and cause a report showing all results to be provided to the Council at least once per calendar year.

(e) If any water quality monitoring result indicates that any applicable declared State Environment Protection Policy objective has not been met, the Owner must cause a copy of that result to be provided to the EPA within 21 days of the result becoming available plus a statement explaining the reason the objective has not been met and any measures taken to correct the problem.

(f) The Owner must provide equipment to deal with spillage of oil or the like in the Waterway with the objective that such spillage shall be kept within the harbour and the Waterway and not be allowed to enter Port Phillip Bay and must ensure that a person trained and competent in the use of the equipment is available at all times at or is in immediate public contact with the Harbour Master's office, all to the satisfaction of CounciL

5.16 Foreshore

The Owner must at all times protect and maintain the Foreshore Maintenance Area in accordance with the EMP (Construction) (while it remains applicable) and the EMP (Operations). Without limiting the EMP (Construction) and the EMP (Operations), the Owner must ensure to the satisfaction of the Council that:

(a) during the Phase 1 Works,

(i) the works on the foreshore are limited to any area leased by the Council to the **Owner;**

~~(ii) that leased area is fenced off from public access;~~

(iii) the foreshore within the Foreshore Maintenance Area is protected from erosion and is maintained in a clean condition to the standard of protection, cleanliness and maintenance adopted by the Council in the adjacent areas of foreshore under the control of the Council, except for erosion or disturbance or lack of cleanliness caused by necessary construction works and in that case any erosion, disturbance or lack of cleanliness must be rectified and the

condition of the foreshore must be reinstated to the condition contemplated on Completion of the Phase I Works as soon as practicable after the necessary construction works have been completed; and

(b) following Completion of the Phase 1 Works, the Foreshore Maintenance Area is protected from erosion and disturbance and is maintained in a clean condition to the standard of protection, cleanliness and maintenance adopted by the Council in the adjacent areas of foreshore under the control of the Council.

6. Owner's Obligations- Operation of the Estate

6.1 EMP (Operations)

(a) The Owner must ensure that the EMP (Operations) at all times contains procedures as required by Clauses 6.2 to 6.8.

(b) The Owner must at all times observe, comply with and carry out or cause to be carried out its obligations and responsibilities under the EMP (Operations) as the owner of a Lot in the Estate to the satisfaction of the Council.

(c) The Owner may not Develop or use any part of the Land to which the EMP (Operations) applies unless in accordance with that document.

6.2 Boat Berths

(a) The Owner acknowledges that this Agreement will remain registered on the Title to any Waterfront Lot and Waterway Lot for the purpose of ensuring that each successor in title to the Owner in respect of those Lots is bound by the agreed system of controls for users of berths and that the agreed system of controls is imposed by the conditions in the berth licence npon any person wishing to use a berth.

(b) The Owner (having the right and power to do so) must not issue any berth licence and must not allow any individual berth to be used unless in the form and containing the general content approved by the Council.

(c) If the Owner is a user of a berth in the inland harbours and the Waterway but is not the owner of a Waterfront Lot or a Waterway Lot, the Owner must comply with the system of controls for users of berths.

6.3 Environmental Controls

The Owner must cause to be maintained the system of envirorunental controls established in the Controlling Documents relating to each Lot to the satisfaction of the Council. The Owner acknowledges that the system includes controls on the design, siting and construction of environmental controls relating to each Waterfront Lot and Waterway Lot and the Waterway and, in the Design Gurdelines, provisions dealing with:

(a) the specification of a maximum site coverage for buildings,

(b) the designation of building envelopes or setbacks for buildings,

(c) the orientation, height and materials of construction of buildings,

(d) the erection of external television aerials, and

(e) the erection of fences of lots.

The Owner acknowledges that this Agreement will remain registered on the title of each Waterfront Lot and Waterway Lot and the Common Property for the purpose of ensuring that each successor in title to the Owner in respect of those lots is bound by the agreed system of environmental controls.

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6.4 Waterway Quality -General

(a) The Owner as the owner of a Lot in the Estate must not cause, permit or suffer any circumstance matter or thing which would cause or contribute to the contamination of any part of the Waterway.

(b) Without limiting the generality of the preceding paragraph, the Owner must not allow any chemicals, oils, litter, soil, organic matter, silt, contaminated liquids or materials to be deposited or to enter the Waterway so as to contaminate or reduce the quality of water therein or cause detriment to the appearance or utility of such water, in excess of the standards provided for in any applicable SEPP, this Agreement and the EMP (Operations).

6.5 Waterway Quality- Maintenance

The Owner must ensure that the EMP (Operations) provides for and is implemented to the satisfaction of the Council as follows:

(a) Water quality must be maintained as follows:

(i) the water quality in the Waterway to be maintained to the satisfaction of the EPA and to the satisfaction of the Council;

(ii) all dredging required within the Waterway or offshore to be undertaken in accordance with the Protocol for Dredging and Disposal of Dredged Material adopted by the EPA in association with other agencies;

(iii) all anti-foulant waste to be disposed of to the satisfaction of the EPA;

(iv) the harbour sewer connection pump out facilities to be operated and maintained to the satisfaction of South East Water;

(v) that chemical dispersal agents are not used to treat spillages of oil or the like except at the express instruction of an authorised officer of the EPA.

(b) All reasonable action must be undertaken to ensure that the water qualify in the Waterway meets. the..appropriate nbjective.standards.ofany.relevantSEPP...asdeclared by the Governor in Council.

(c) The following must be provided for and implemented:

(i) a trial pumping program to be carried out covering the first 12 months of the

Waterway's operation;

(ii) preparation of a report on the results of the trial pumping program including the duration, in-situ conductivity, temperature and dissolved oxygen levels at the start and end of every pumping episode; the report must also include a pumping strategy for the future to the satisfaction of the Council;

(iii) commencement of the approved pumping strategy immediately after it is approved; and

(iv) conduct of a maintenance program for the pumping system including the pipeline connecting the pumping station to Port Phillip Bay, that:

(A) is prepared to the satisfaction of the Council before the Waterway is opened to the sea;

(B) includes regular routine inspection of the pipeline;

(C) does not use any chemical in the pipeline except in accordance with the requirements of the EPA; and

(v) conduct of a groundwater monitoring program in the vicinity of the inland waterways for the collection and testing of groundwater to enable detection of changes to the salinity content of groundwater outside the Waterway, including the frequency of sampling and a reporting programme.

(vi) a copy of all water quality testing, sampling and analysis results including maintenance results of the pumping system is to be kept in a register at the Harbour Master's office that is available for public inspection during office hours and a report showing all results is to be provided to the Council quarterly, by the 21st days of January, April, July and October in respect of the previous quarter.

(vii) if any water quality monitoring result indicates that any applicable declared SEPP objective has not been met, the EPA is to be provided with a copy of that result plus a statement explaining the reason the objective has not been met and any measures taken to correct the problem,

(viii) equipment to deal with spillage of oil or the like in the Waterway is to be kept within the harbour and the Waterway as shown on the Development Plan and not allowed to enter Port Phillip Bay and a person trained and competent in

the use of the equipment is to be available at all times.

6.6 Water Quality Monitoring

The Owner must ensure that the EMP (Operations) provides for and is implemented as follows:

(a) To provide to the satisfaction of the Council for an ongoing monitoring programme of the water quality ofth<>Waterway whiehwill eomn1eneeata specified time and wiH'

(i) for the parameters of conductivity, temperature and dissolved oxygen involve at least weekly-in-situ monitoring at eight sites;

icants in particular copper, nutrients, aesthetic characteristics, suspended solids and settleable matter involve monthly analysis of water samples;

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(iii) involve biological surveys of the Waterway once every four months; and

(iv) for all parameters to be sampled:

(I) include the frequency of sampling and the location, depth and nature of the samples;

(2) start not more than one week after the Waterway is opened to the sea;

(3) have all testing conducted under the direction of a laboratory accredited by the National Association of Testing Authorities Australia (NATA) (or equivalent successor body); and

(4) involve a review and possible modification of the monitoring programme after three years operation or when the Owner can demonstrate to the satisfaction of the Council that an earlier review is warranted.

(b) To provide to the satisfaction of the Council and the EPA for the operation of the pumping system to start immediately after any in-situ test result within the Waterway reveals a dissolved oxygen level of 60 per cent saturation or less and continue pumping until subsequent sampling shows the level to be above 60 per cent

throughout the Waterway. The 60 per cent mark must be correspondingly increased to comply with any revision of any relevant SEPP objective for dissolved oxygen.

6.7 Foreshore

The EMP (Operations) must provide for protection and maintenance of the Foreshore Maintenance Area. Without limiting the EMP (Operations), the Owner must ensure that the Foreshore Maintenance Area is protected from erosion and disturbance and is maintained in a clean condition to the standard of protection, cleanliness and maintenance adopted by the Council in the adjacent areas of foreshore under the control of the Council or any Public Authority to the satisfaction of the Council.

6.8 Maintenance

(a) The Owner must at all times maintain and keep repaired in a clean, safe and useable condition and otherwise in the manner specified in the EMP (Operations), to the satisfaction of any applicable Public Authority having relevant jurisdiction and also to the satisfaction of the Council:

(i) the Waterway, all wet and dry berths, the underpass, any other boat launching ramps, boat maintenance areas, parking directly associated with the harbour activities, the breakwater groynes. all pumping equipment and the pipeline connecting the pumping station to Port Phillip Bay;

(ii) the harbour sewer connection pump out facilities;

(iii) the erosion prevention and pollution control works installed as part of the Development;

(iv) ensure that the channel is dredged as often as is necessary to maintain its ability to allow the passage of deep keeled craft;

(v) the public access to the Waterway for boats and pedestrians and to the pedestrian and bicycle path and boardwalks, all pedestrian and bicycle paths, the two lane public boat launching and recovery facility and the navigation aids in the Waterway and Port Phillip Bay;

(vi) the underpass, in accordance with the underpass maintenance program included in the EMP (Operations), to the satisfaction of the Council;

(vii) the permanent groundwater monitoring points in the vicinity of the inland waterways; and

(viii) the Open Space and any other facilities in the Estate that are available for use by the public, except (subject to the foregoing paragraphs) for any roads within the Private Land that become vested in Council upon registration of the Plan of Subdivision.

(b) The Owner mnst at all times manage and maintain the landscaping in the Estate to the satisfaction of the Council in accordance with the landscaping plan approved by the Council which must be generally in accordance with a landscaping plan which complies with Condition 10.16 of the Permit and is contained in the Development Plan.

(c) The Owner must cause all Maintenance Works to be carried out in accordance with any applicable laws, regulations or SEPPs and in a proper and workmanlike manner, to the satisfaction of any applicable public authority having relevant jurisdiction and also to the satisfaction of the Council.

(d) The Owner acknowledges that its maintenance obligations shall continue in full force and effect notwithstanding that the maintenance obligations may relate to any Open Space or other land transferred to or vested in the Council upon or after registration of the Plan of Subdivision

6.9 Right to make Rules

The Owner acknowledges to the Council that the Body Corporate may make and enforce rules to provide reasonable, safe and appropriate public enjoyment of access to the Waterway for boats and pedestrians and to pedestrian and bicycle paths and boardwalks, the two lane public boat launching and recovery facility and any other boat launching ramps, the navigation aids

in the Waterway and Port Phillip Bay, all wet and dry berths, boat maintenance areas, parking directly associated with the harbour activities, the breakwater groynes, all pumping equipment and the pipeline connecting the pumping station to Port Phillip Bay, subject to the approval of the Council, and agrees with the Council to observe and comply with any such rules.

6.Ht Owner c:msingPerfonnauce of6bligattons ·

Where under this Clause 6, the Owner is to observe and perform and to cause the observance and performance of an obligation other than as the owner of an individual Lot in relation to that Lot, the Owner shall be deemed to have satisfied and discharged its obligation if the Body Corporate (after its creation) has observed and performed the obligation on behalf of

owners generally. The Owner covenants and agrees with the Council that upo

n registration of the Plan of Subdivision for the Private Land, the Body Corporate (after its creation) on behalf of the Owner will be and is authorised to observe and perform all obligations of the Owner under this Clause 6 and to implement and enforce the EMP (Operations). The Council may rely on this Clause as evidence of such authority and shall not be obliged to enquire into the authority of the Body Corporate for that purpose at the time of any such amendment. Nothing in this Clause may be taken to limit the operation of Clause 2.6.

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7. Design Guidelines

7.1 Procedures

The Owner must ensure that the Design Guidelines at all times contain procedures as required by Clause 6.3.

7.2 Owner to comply with Design Guidelines

(a) The Owner acknowledges that:

(i) residential housing and berths may not be constructed on a Lot on the Estate unless the plans for the housing comply with the Design Guidelines; and

(ii) subject to powers of enforcement vested in Council under Section 126 of the Act, the Design Review Committee shall have sole and absolute discretion to determine whether any plan or design complies with the Design Guidelines.

(b) The Owner must comply with its obligations under the Design Guidelines as the owner of a Lot in the Estate.

Annexure B - Design Guidelines

PLEASE CONTACT THE OWNERS CORPORATION MANAGERS FOR A COPY OF THE CURRENT MARTHA COVE DESIGN GUIDELINES

Annexure C - Power of Attorney

THIS POWER OF ATTORNEY is made by

(**the Appointor**), as the Owner of a lot or lots at the development at "Martha Cove", Safety Beach and applies in respect of each Owners Corporation of which the Appointer becomes a member by virtue of owning the lot or lots.

Operative Provisions

The Appointor hereby irrevocably appoints **MARINA COVE PTY LTD ACN 098 177 916** (**the Original Owner**) and each director or manager of the Original Owner duly authorised by the Original Owner to act as an attorney for the purposes of this Power of Attorney (collectively called the **Attorney**) severally as attorney for the following purposes with the following powers and subject to the following limitations:

1. This power of attorney is limited to, and the Attorney may undertake, the following:

    (a) convene, attend and/or vote in the name of the Appointor at all or any meetings of the Owners Corporation or of the committee of the Owners Corporation including a meeting to make, amend or revoke rules;

    (b) complete, sign and lodge any voting paper to allow the Attorney to vote in the name of the Appointor at all or any meetings of the Owners Corporation or of the committee of the Owners Corporation in respect of any motion or resolution; and

    (c) exercise all powers and rights of the Appointor as a member of the Owners Corporation including, without limitation, for or relating to any one or more of the following:

        (i) the engagement of a Owners Corporation manager and/or caretaker;

        (ii) the adoption of a budget or budgets for the Owners Corporation;

        (iii) accepting appointment to and acting on or as the Committee of the Owners Corporation; and

        (iv) any other matter relating to the operation and management of the Owners Corporation.

2. Insofar as it is lawful, the rights of the Attorney under rule 38 of the Owners Corporation Rules can be exercised to the exclusion of the Appointor if the Attorney requires such exclusion.

3. The Appointor acknowledges that the power of attorney referred to in rule 38 of the Owners Corporation Rules and detailed herein shall remain in force and effect for the period from the date of this Deed until the earlier of:

    (a) the date when the Original Owner ceases to be the owner of any lot in the Master Plan; and

    (b) 10 years after the date when the Owners Corporation is established;

and is irrevocable during that period.

4. The Appointer agrees that a purpose of this power of attorney is to enable the Original Owner to acquire further land which will be added to the Development Land and included within the Estate and which may form part of the Master Plan. The land proposed to be added to the Development Land includes that land contained in Certificates of Title Volume 9498 Folios 139 and 138, Volume 9818 Folio 897, Volume 9627 Folio 549 and Volume 9447 Folio 095, as shown hatched on the attached plan. The Original Owner will ensure that the Attorney when exercising its power under this power of attorney will act in a reasonable manner regarding the interests of the Appointer and will treat all owners of land within the Estate in a fair and equitable manner.

AND THE ATTORNEY may do so in the name of the Appointor or in the name of the Attorney and as the act of the Appointor. The Appointor agrees to ratify and confirm whatever the Attorney shall do under this Power. The Appointor shall indemnify and keep indemnified each Attorney from and against all claims, actions, loss and damages, costs and expenses incurred by the Attorney arising from the exercise by the Attorney of its powers hereunder.

EXECUTED as a Deed.

EXECUTED for and on behalf of **MARINA COVE PTY LTD (ACN 098 177 916)** in the presence of:	**)** **)** **)**
..... Witness	..... Authorised signatory
..... Name of Witness	

EXECUTED for and on behalf of by in the presence of:	**)** **)** **)**
..... Witness	..... Authorised signatory
..... Name of Witness	

EXECUTED by in accordance with s127 of the Corporations Act 2001:	**)** **)** **)**
..... Director	..... Director/Secretary
..... Name of Director	

Power of Attorney

MARINA COVE PTY LTD ACN 098 177 916

(“Original Owner”)

(“Appointor”)

LOTS

MARTHA COVE, SAFETY BEACH

(“Property”)

Annexure D - Proxy

SCHEDULE OF LEASES, LICENCES AND AGREEMENTS

Pursuant to Item 11 of the attached Owners Corporation Certificate for Owners Corporation No.1 PS435310J

- Section 173 Agreement with Mornington Peninsula Shire Council

  Agreement to;
  - Maintain the Waterway and associated facilities
  - Maintain the landscaping within the Estate including leased and licenced areas
  - Manage the requirements of the Environmental Management Plan (Operations)
  - Manage the Design Review Process

- Section 173 Agreement with Vic Roads (AD716260J)

  Agreement to fund the cost of maintaining the Marine Drive Underpass and to contribute to an associated sinking fund

- Section 173 Agreement with Mornington Peninsula Shire Council, Marina Cove (receivers and managers appointed) and Eureka 2 Project1 P/L (AJ67922U)

  Agreement for the ongoing maintenance of Public Open Spaces and Recreational Facilities

- Section 173 Agreement with Mornington Peninsula Shire Council, Marina Cove Pty Ltd. (AF280538V)

  Agreement to manage and maintain certain areas of the Bains Donato land.

- Section 172 Agreement with Mornington Peninsula Shire Counci, Three Pillars Martha Cove Pty Ltd
  To maintain the landscape buffer to the east of OC 4.

- Section 173 Agreement with Mornington Peninsula Shire Council, Marina Cove Pty Ltd (receivers and managers appointed) and (AF280563W)

  Agreement to manage and maintain the boat ramp, boardwalk and facilities building.

- Berth Lot Agreement (for separately titled Berths)
  - The right to moor a vessel at a Berth lot, to use common property to access the Berth Lot and to use the Waterway
- Berth Lot Agreement (for lots with attached Berths)
  - The right to moor a vessel at a berth Lot, to place a pontoon within Common Property and to use the Waterway
- Lease with Mornington Shire Council
  - Lease for the canal channel giving access to Port Phillip Bay. For the area passing through Mornington Peninsula Shire Council land.
- Vic Roads Stratum Lease with VicRoads
  - Lease for the canal channel giving access to Port Phillip Bay. Covers the airspace above the roadway.
- Crown Lease
  - Leases for the canal channel giving access to Port Phillip Bay. Covers the area of Crown land utilised by the canal channel and breakwater.
- Body Corporate Management Agreement with Cambridge Management Services Pty Ltd
  - Agreement to manage Owners Corporation No.1 PS435310J
- Facilities Management Agreement with Cambridge Management Services Pty Ltd
  - Agreement to manage the Common Property on behalf of Owners Corporation No.1 PS435310J
  - Variation to the Facilities Management Agreement
- Donato/ Bain Waterway Access Licence with Marina Cove P/L
  - The right for the Owners Corporation to use the waterways within the Bains Donato land for access by boat
- Donato/ Bain Common Property Access Licence with Marina Cove P/L
  - The right for Marina Cove P/l to use an area of Common Property (Martha Cove Waterway) by boat giving access to Port Phillip Bay and for the use of the saltwater recirculation facilities

- Donato / Bain Deed of Agreement and Licence with Marina Cove Pty Ltd – Owners Corporation Managed Areas

    - The right for the Owners Corporation to use and access the Donato /Bains area
    - Agreement to maintain and manage specified areas with in the land

- Fuel Line Licence with Martha Cove Marina P/L
    - The right to use an area of Common Property for Fuel Lines

- Easement
    - Granting an easement of way to Marina Cove P/L limited to water vessels only over the Common Property

- Planning Agreement with Marina Cove Pty Ltd, CP1 Limited and Mornington Peninsula Shire Council

    - Agreement to be party to completion of Miscellaneous and Further Works following the registration of Stage 5

This schedule was updated on the 14th September 2018

Owners Corporation
Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

Telephone: 03 5981 9233
140 Pickings Road, Safety Beach Vic 3936
customercare@cambridgems.com.au
www.cambridgems.com.au

cambridge management services

18 December 2024 | Plan of Subdivision No. PS435310J(5) Registered for GST | ABN: 61 832 562 331

Tax Invoice

SILVERTHORN CONVEYANCING
Shop 3, 230 Cranbourne Frankst
Cranbourne Frankston Road
LANGWARRIN VIC 3910

Ref

Re Lot 3020 Plan of Subdivision No. PS435310J(5)

Fee 268.37 Paid

Above Fee includes GST

Victoria

OWNERS CORPORATIONS CERTIFICATE

Owners Corporations Act 2006 (Section 151)

Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation: OWNERS CORP NO.5
C/- 140 Pickings Roads
Safety Beach VIC 3936

Plan Number: PS435310J(5)

Vendor Reference: Beckingsale Custodian P/L

This certificate is issued for Lot 3020 on Plan Number PS435310J(5) Lot Liability 1 Lot Entitlement 1
the postal address of which is: 20 Castaway Street,Safety Beach VIC 3936

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)
The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/07/24 to 30/09/24	675.00	31/07/24	19/07/24	21/06/24
01/10/24 to 31/12/24	675.00	31/10/24	04/10/24	23/09/24
01/01/25 to 31/03/25	675.00	31/01/25		
01/04/25 to 30/06/25	675.00	30/04/25		

Regulation 16(b)
The Administration Fund fees are paid up until 31/12/24
Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)
Unpaid Administration Fund Fees (Credit shown with -) Nil

2 The current fees for Maintenance Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/07/24 to 30/09/24	25.00	31/07/24	19/07/24	21/06/24
01/10/24 to 31/12/24	25.00	31/10/24	04/10/24	23/09/24
01/01/25 to 31/03/25	25.00	31/01/25		
01/04/25 to 30/06/25	25.00	30/04/25		

Regulation 16(b)
The Maintenance Fund fees are paid up until 31/12/24
Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)
Unpaid Maintenance Fund Fees (Credit shown with -) Nil

3 Regulation 16(d) Administration Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
See Annexure 'Fees Details'				

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees (Credit shown with -) Nil

4 Regulation 16(d) Maintenance Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees (Credit shown with -) Nil

5 Section 151(4)(a)(iii) Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Unpaid

Interest Rate: 10.00 Interest to Certificate Date: Nil Daily Interest Accruing: Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 3020 On Plan Number PS435310J(5)

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil
Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due $0.00)	Nil

6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil

7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS

8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not

9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): $67,661.63

10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: Nil

11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: Nil

12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil

13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil

14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil

15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
Cambridge Management (VIC)
Telephone: Facsimile: Email: peta.lettey@cambridgems.com.au

16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil

17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.

18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

19 Section 151(4)(b)(iii) Regulation 16(p)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.

20 Section 151(4)(b)(iv)
Other documents of a prescribed kind: Nil

21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 3020 On Plan Number PS435310J(5)



The Common Seal of The Victorian Owners Corporation OWNERS CORP NO.5 PLAN OF SUBDIVISION NO. PS435310J(5) was hereunto affixed on 18 December 2024 and witness by and in the presence of Cambridge Management (VIC) by its duly authorised officer being a person authorised under the Victorian Owners Corporations Act 2006 to the fixing of the Common Seal.

Dated: 18 December 2024

Owners Corporation Manager
Peta Lettey

INSURANCE DETAILS

OWNERS CORP NO.5

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILDING	HU0006046954	$39,732,331	10/06/25		59,546.69
CHU Insurance (CIB)	C/- Collective Insurance Broke				
CATASTROPHE	HU0006046954	$5,959,849	10/06/23		
CHU Insurance (CIB)	C/- Collective Insurance Broke				
FIDELITY GUARANTEE	HU0006046954	$250,000	10/06/23		
CHU Insurance (CIB)	C/- Collective Insurance Broke				
GOVT AUDIT COSTS	HU0006046954	$25,000	10/06/23		
CHU Insurance (CIB)	C/- Collective Insurance Broke				
LEGAL EXPENSES	HU0006046954	$100,000	10/06/23		
CHU Insurance (CIB)	C/- Collective Insurance Broke				
LOSS OF RENT	HU0006046954	$5,959,849	10/06/23		
CHU Insurance (CIB)	C/- Collective Insurance Broke				
LOT OWNERS IMPROVE	HU0006046954	$250,000	10/06/23		
CHU Insurance (CIB)	C/- Collective Insurance Broke				
OFFICE BEARERS	HU0006046954	$1,000,000	10/06/23		
CHU Insurance (CIB)	C/- Collective Insurance Broke				
PUBLIC LIABILITY	HU0006046954	$20,000,000	10/06/23		
CHU Insurance (CIB)	C/- Collective Insurance Broke				
VOLUNTARY WORKERS	HU0006046954	$200,000	10/06/23		
CHU Insurance (CIB)	C/- Collective Insurance Broke				

Name of Owners Corporation	**OWNERS CORP NO.5**
Lot No.	**3020** on Plan No **PS435310J(5)**

ANNEXURE - LEVY DETAILS

Description	Amount	Due Date	Date Paid	Discount	If paid by	Date of Notice	Amount Overdue	Amount Unpaid
ADMIN FUND SPECIAL								
Cash Shortfall	660.00	15/01/22	17/12/21	0.00	15/01/22	16/12/21	0.00	0.00

Items marked with **** are for periods that are outside the current financial year. They may also be subject to ratification at the next General Meeting. *Debit amounts for generated levies not yet due are not included in Amount Overdue.

Telephone: 03 5981 9233
140 Pickings Road, Safety Beach Vic 3936
customercare@cambridgems.com.au
www.cambridgems.com.au

cambridge management services

Plan of Subdivision No. PS435310J(5)

ABN 61 832 562 331

STATEMENT

Beckingsale Custodian P/L
14 Weatherley Court
RYE VIC 3941

Transfer Date:
03/09/20

-

Linked

Statement Period			
01 Jul 23 to 18 Dec 24			
A/c No	22	Lot No	3020
Page Number	1 of 2	Unit No	3020

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
01/07/23	Quarterly Contributn	01/07/23 To 30/09/23	I0001438	550.00		550.00
01/07/23	Maintenance Fund	01/07/23 To 30/09/23	I0001488	50.00		600.00
26/07/23	Receipt	Quarterly Contributn	R0000663		550.00	50.00
26/07/23	Receipt	Maintenance Fund	RA000663		50.00	0.00
30/09/23	Quarterly Contributn	01/10/23 To 31/12/23	I0001538	550.00		550.00
30/09/23	Maintenance Fund	01/10/23 To 31/12/23	I0001588	50.00		600.00
09/10/23	Receipt	Quarterly Contributn	R0000705		550.00	50.00
09/10/23	Receipt	Maintenance Fund	RA000705		50.00	0.00
21/12/23	Quarterly Contributn	01/01/24 To 31/03/24	I0001638	550.00		550.00
21/12/23	Maintenance Fund	01/01/24 To 31/03/24	I0001688	50.00		600.00
30/01/24	Receipt	Quarterly Contributn	R0000777		550.00	50.00
30/01/24	Receipt	Maintenance Fund	RA000777		50.00	0.00
21/03/24	Maintenance Fund	01/04/24 To 30/06/24	I0001738	50.00		50.00
21/03/24	Quarterly Contributn	01/04/24 To 30/06/24	I0001788	550.00		600.00
28/03/24	Receipt	Quarterly Contributn	R0000821		550.00	50.00
28/03/24	Receipt	Maintenance Fund	RA000821		50.00	0.00
21/06/24	Quarterly Contributn	01/07/24 To 30/09/24	I0001838	675.00		675.00
More details on next page...				$3,075.00	$2,400.00	$675.00

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	**Nil**
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

Payment Options

Tel: 1300 552 311 Ref: 1528 8095 2	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).
www.stratamax.com.au Ref: 1528 8095 2	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au
www.stratapay.com/ddr Ref: 1528 8095 2	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.
Biller Code: 74625 Ref: 1528 8095 2	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay.
Billpay Code: 3599 Ref: 1528 8095 2	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.
Make cheque payable to: StrataPay 1528 8095 2	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia
BSB: 067-970 Acct No: 1528 8095 2 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.

VISA MasterCard AMERICAN EXPRESS Diners Club INTERNATIONAL

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

STRATAPAY

StrataPay Reference
1528 8095 2

Amount	Due Date
$0.00	**18 Dec 24**

Cambridge Management (VIC)
435310V/02100022 Lot 3020/3020

Beckingsale Custodian P/L
14 Weatherley Court
RYE VIC 3941

*3599 152880952

Telephone: 03 5981 9233
140 Pickings Road, Safety Beach Vic 3936
customercare@cambridgems.com.au
www.cambridgems.com.au

cambridge management services

Plan of Subdivision No. PS435310J(5)

STATEMENT

Beckingsale Custodian P/L
14 Weatherley Court
RYE VIC 3941

Statement Period			
01 Jul 23 to 18 Dec 24			
A/c No	22	Lot No	3020
Page Number	2 of 2		

-

Linked

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		3,075.00	2,400.00	675.00
21/06/24	Maintenance Fund	01/07/24 To 30/09/24	I0001888	25.00		700.00
19/07/24	Receipt	Quarterly Contributn	R0000900		675.00	25.00
19/07/24	Receipt	Maintenance Fund	RA000900		25.00	0.00
23/09/24	Quarterly Contributn	01/10/24 To 31/12/24	I0001938	675.00		675.00
23/09/24	Maintenance Fund	01/10/24 To 31/12/24	I0001988	25.00		700.00
04/10/24	Receipt	Quarterly Contributn	R0000954		675.00	25.00
04/10/24	Receipt	Maintenance Fund	RA000954		25.00	0.00
				$3,800.00	$3,800.00	Nil

cambridge management services

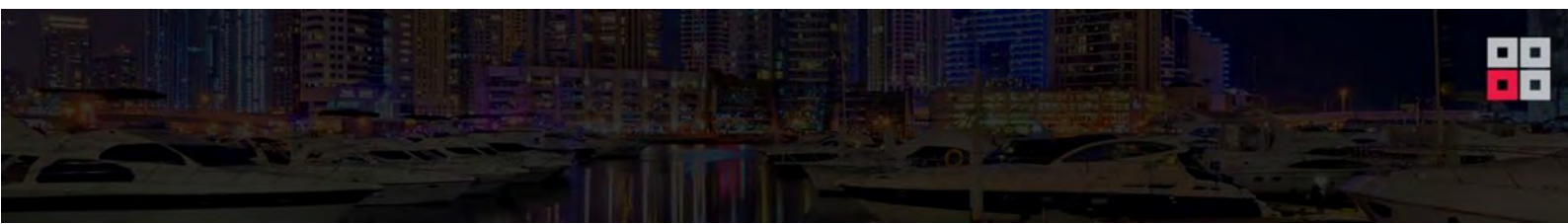
strata & facilities professionals

Minutes of

Annual General Meeting

OWNERS CORPORATION – PLAN NO. 435310V
AT 140 PICKINGS ROADS, SAFETY BEACH

Strata Manager:	Peta Lettey
Meeting Date:	22 August 2024
Time:	05:30 PM
Address:	140 Pickings Road, SAFETY BEACH, VIC, 3936



OWNERS CORP NO.5 Owners Corporation 435310V – Annual General Meeting

Dear Owner/s,

The Annual General Meeting of the OWNERS CORP NO.5 Owners Corporation was held on Thursday 22 August 2024 in accordance with the Notice previously distributed.

Attendance: Great care has been taken to record all attendees and their proxies as well as any guests. If you note any discrepancy in the listing of attendees, apologies, guests or proxies, please notify us by email at: customercare@cambridgems.com.au

QUORUM
Upon presentation of all proxies and noting the people present, represents 8 lots out of a total of 50 lots it was declared that:
A quorum was not achieved. All decisions of this meeting are interim decisions of the Owners Corporation. The decisions set out in these minutes are interim decisions and these minutes forwarded to all members within 14 days of the meeting, constitute notice of those decisions. Pursuant to Section 78(4) of the Owners Corporations Act 2006, unless a petition is received from members representing at least 25% of the total lot entitlements within 29 days of the meeting, for a Special General Meeting to be held, the decisions become resolutions of the Owners Corporation.

If you have any questions regarding this notice or the attached minutes, feel free to contact Cambridge Management Services on (03) 5981 9233 or email customercare@cambridgems.com.au

Kind regards,



Peta Lettey
Strata Manager - Cambridge Management Services
On Behalf of Owners Corporation 435310V

Minutes of Annual General Meeting

Owners Corporations Act 2006, Owners Corporations Regulations 2018.

Owners Corporation Plan No 435310V
140 Pickings Roads, Safety Beach, VIC, 3936

THE MEETING WAS HELD AT: **140 Pickings Road, SAFETY BEACH, VIC, 3936**

DATE/TIME OF MEETING: **Thursday 22 August 2024 at 05:30 PM**

1. Present

Lot 3047	Andrew Kimpton
Lot 3011	Lindsay King
Lot 3012	Kate Foreman
Lot 3013	Salvatore & Angela Cavarra
Lot 3016	Angela Coen
Lot 3034	Shane Rodoreda
Lot 3035	Phillip McDonal

2. Apologies

Lot 3037	David U'Ren
Lot 3040	Jeffrey & Sally Dawson

3. Proxies

Lot 3037	David U'Ren	Proxy to Andrew Kimpton

4. In Attendance & Guests

Richard Eastwood	General Manager Cambridge Management Services (CMS)
Peta Lettey	Strata Manager CMS

Motions

1. Minutes

RESOLVED that the owners corporation confirm the minutes of the last annual general meeting, held on 17/8/23, as a true and accurate record of the proceedings of that meeting.

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

2. Consideration of reports

RESOLVED that the owners corporation accept the following reports:

- Committee report
- Report on Ballots
- Waste Collection Update

Note: Mr Kimpton and Mr Eastwood gave a joint update on the status of the waste collection project. In short, the project is nearing completion with the draft 173 agreement (to allow the council to become responsible for the collection) being reviewed by Owners Corporation (OC) No 1 as part of duty diligence process, following which the documented will be tabled for ratification by the committees of both OC 1 and 5. In parallel the 178 agreement (the agreement to terminate that existing agreement which specifies that removal is the responsibility of OC 5- and saving the OC a considerable amount of money) is being overseen by the Council.

If everything proceeds as planned, and there are no objections, the project should be completed within the next few months.

Finally, Mr Kimpton pass on his thanks to Mr King for the work that he has undertaken on this task.

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

3. Insurance- Renewal

RESOLVED that the owners corporation delegate authority to the committee to vary, terminate, or extend any insurances (other than those that are mandatory) once renewal information is provided by the broker.

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

4. Reports - Insurance Valuation

RESOLVED that the owners corporation carry out a building valuation for insurance purposes, noting the previous valuation from Mabi Services was prepared on 17/6/22, and the appointed Manager is authorised to adjust the sum insured in accordance with a new valuation.

Motion Lost.

VOTES	FOR: 0	AGAINST: 8	ABSTAINED: 0	INVALID: 0

5. Insurance Excess

RESOLVED that the owners corporation may at its discretion apply a levy or levies in relation to insurance pursuant to section 23A of the *Owners Corporations Act 2006* which for the avoidance of doubt includes applying an excess to any claim by a member if:

· the claim is for damage to common property caused by a lot owner or lot owner's lessee and the damage is not covered by the insurance held by the owners corporation or the cost of the damage is less than the excess payable on the claim; or

· it is in excess on insurance claim if the claim relates solely to the owner's lot and the committee is authorised to determine if the fee will be applied to a member for any particular claim.

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

6. Auditor and Financial Reports

RESOLVED that the Owners Corporation accept and adopt the auditor's report and financial statements for the period ending 30/6/24. that reported accumulated members' funds of $69,941

Note: If you have any questions regarding the financial statements, please advise the manager at least 72 hours prior to the meeting to ensure that answers may be provided at the meeting.

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

7. Appointment of Auditor

RESOLVED that an auditor be appointed for the financial year ending 30/6/2025.

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

8. Consideration of proposed Annual Budget

RESOLVED that the owners corporation accept the proposed budget attached to the notice.

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

9. Adoption of Administrative Fund Budget & Contributions

RESOLVED that the Owners Corporation:
(a) adopt the Administrative Fund budget for the financial year ending 30 June 2025 totaling $135,000 including GST to be raised by contributions payable on quarterly instalments due on 31 July 2024, 31 October 2024, 31 January 2025 and 30 April 2025;
(b) levy contributions by notices issued by the Secretary to proprietors so that the contributions per Lot Entitlement (L.E.) are payable as follows:

Levy Status	Period From	Period To	Due	Admin Fund (inc GST)	Per Lot Admin (inc GST)
Already Issued	1/07/2024	30/09/2024	31/07/2024	$33,750.00	$675.00
To be Issued	1/10/2024	31/12/2024	31/10/2024	$33,750.00	$675.00
To be Issued	1/01/2025	31/03/2025	31/01/2025	$33,750.00	$675.00
To be Issued	1/04/2025	30/06/2025	30/04/2025	$33,750.00	$675.00
Total	1/07/2024	30/06/2025		**$135,000.00**	**$2,700.00**

Motion PASSED.
VOTES FOR: 8 AGAINST: 0 ABSTAINED: 0 INVALID: 0

10. Adoption of Maintenance Fund Budget & Contributions

RESOLVED that the Owners Corporation:
(a) adopt the Maintenance Fund budget for the financial year ending 30 June 2025 totaling $5,000.00 including GST to be raised by contributions payable on quarterly instalments due on 31 July 2024, 31 October 2024, 31 January 2025 and 30 April 2025;
(b) levy contributions by notices issued by the Secretary to proprietors so that the contributions per Lot Entitlement (L.E.) are payable as follows:

Levy Status	Period From	Period To	Due	Maint Fund (inc GST)	Per Lot Maint (inc GST)
Already Issued	1/07/2024	30/09/2024	31/07/2024	$1,250.00	$25.00
To be Issued	1/10/2024	31/12/2024	31/10/2024	$1,250.00	$25.00
To be Issued	1/01/2025	31/03/2025	31/01/2025	$1,250.00	$25.00
To be Issued	1/04/2025	30/06/2025	30/04/2025	$1,250.00	$25.00
Total	1/07/2024	30/06/2025		**$5,000.00**	**$100.00**

Motion PASSED.
VOTES FOR: 8 AGAINST: 0 ABSTAINED: 0 INVALID: 0

11. Penalty Interest on arrears

RESOLVED that the Owners Corporation to charge penalty interest on monies owed by a member to the Owners Corporation after the due date as set out under Section 29(1) of the Owners Corporation Act 2006. Note that the rate of interest charge must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rate Act 1983.

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

12. Levy Collection

RESOLVED that the Owners Corporation, in accordance with Part 11 of the Act, resolves, for the purpose of collecting levy contributions, to authorize the appointed Manager and/or the committee to do any one or more of the following:

1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses, and arrange and monitor payment plans;
2. To engage or appoint the services of a solicitor, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation;
3. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
4. Enter and enforce any judgment obtained in the collection of levy contributions, including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands, and commencing and maintaining bankruptcy proceedings or winding up proceedings;
5. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
6. Liaise, instruct and prepare all matters with the owners corporation's solicitors in relation to any levy recovery proceedings.

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

13. Election of the Committee

The Owners Corporation Act 2006 Act states that an Owners Corporation is required to form a Committee for ordinary resolutions of the Owners Corporation throughout the year. The Owners Corporation Act 2006 states the following;

Section 100: Election of Committee

(1) An owners corporation affecting 10 or more lots must elect a committee at each annual general meeting.

Section 103: Membership of Committees

(1) A committee of an owners corporation must have at least 3 and not more than 7 members.
(1A) Despite subsection (1), the owners corporation, by ordinary resolution, may resolve that the committee may have more than 7 members but not more than 12 members.

(2) The members of the committee must be lot owners or hold proxies on behalf of lot owners.

(3) There must not be more than one member of the committee from any one lot.

(4) A lot owner or a proxy for a lot owner may nominate for election as a member of the committee—
(a) in writing; or
(b) orally if the lot owner is present at the annual general meeting.

(5) Subject to this Act and the regulations, the members of the committee hold office from their election until a new committee is elected.

(6) The owners corporation may at an annual general meeting or special general meeting resolve to add or remove a committee member or replace or remove a committee.

(7) If a lot owner is in arrears for any amount of fees or other amount owing to the owners corporation—
(a) the lot owner or a proxy for the lot owner is not eligible to be elected as a member of the committee; and
(b) if the lot owner or a proxy for a lot owner is a member of the committee at the time the amount came into arrears, the lot owner or the proxy for the lot owner is suspended as a member of the committee until the amount is paid.

Please consider nominating for your Committee.

RESOLVED that the following Lot Owners were elected to the Owners Corporation No. 5 Committee:

Andrew Kimpton	Lot 3047
Kate Foreman	Lot 3012
Angela Coen	Lot 3016
David U'Ren	Lot 3037
Shane Rodoreda	Lot 3034
Lindsay King	Lot 3011
Phillip McDonald	Lot 3035

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

14. Delegation to the Committee

DELEGATION OF POWERS TO THE COMMITTEE: See standing resolutions for the resolution that has been made in relation to the delegation of powers to the Committee.

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

15. Use of Common Seal

To advise that the seal of the Owners Corporation had been affixed to the following document since the last Annual General Meeting:
- Owners Corporation Certificates

Section 18A Owners corporation not required to have or use common seal

1. An owners corporation is not required to have or use a common seal.

Note: Section 10 provides for the execution of documents of an owners corporation by signature.

RESOLVED that the Owners Corporation discontinue the use of a common seal.

Motion PASSED.

VOTES	FOR: 8	AGAINST: 0	ABSTAINED: 0	INVALID: 0

16. General Business - Other

To allow discussion on any other general items or issues that may need to be referred to the committee for investigation or voting on by ballot.

16.1 Anchorage Avenue Footpath

Owners present discussed the progress of the installation of the Anchorage Avenue Footpath. It was noted that there had been delay in completion of the project due to engineering requirements.

16.2 Insurance Claims

Owners present queried the Owners Corporation Insurance claims history. The SM confirmed that there had been three previous claims, with two for water damage and one for storm damage, with one current open claim for fire.

16.3 Laneway Parking

Owners present discussed the ongoing issues with residents parking in the laneway. It was suggested that a 'Towaway Zone' be implemented in the laneway to assist in the prevention of residents parking. Owners noted that the continual parking of vehicles in the laneway had prevented Emergency Services vehicles from accessing the laneway. The SM requested details be provided of this occurring for follow up.

17. Next Meeting

The elected committee will set the next AGM date at the first OC Committee meeting and advise the date to Owners once decided.

Strata Manager: Peta Lettey
For and on behalf of Owners Corporation, Plan No. 435310V
Date of Notice: 6 September 2024

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).

Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Certificate of Currency

Excess Liability Insurance

Insurer/Company:	AAI Limited ABN 48 005 297 807 AFSL 230859 trading as Vero Insurance
Policy wording:	Excess Liability Policy V1673 25/10/23 A
Policy number:	LCX018453503
Named insured:	Owners Corporation No.1 Body Corporate PS 435310J, Road Corporation (VicRoads) noted as a named insured only in respect to maintenance of the roadway, retaining walls, any channel piers forming part of the retaining wall, stormwater pumps, stormwater drainage system and other infrastructure forming part of the Marine Drive Underpass, the provision of Clause 15.3 of Agreement Deed, under section 173 of planning and environment Act 1987 between Marina cove and VicRoads are to remain in force at all times. Mornington Peninsula Council noted for Principals Indemnity, Cambridge Management Services Pty Ltd t/as Martha Cove Management Services and/or its/their subsidiary and/or related bodies corporate, as defined in the Corporations Act 2001, (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.
Business:	Owners, Operators, Manager and Maintenance of Martha Cove underpass, Marine Drive Safety Beach Mornington Peninsula, Victoria
Period of insurance:	From: 12/08/2024 To: 12/08/2025 4.00pm Local standard time

Limit of liability:

General/public liability	$50,000,000 any one Occurrence.
Products liability	$50,000,000 in the aggregate during any one Period of Insurance in respect of claims arising from Products.

Primary policy and underlying excess policy(ies):

Schedule of underlying insurances

Type of insurance	Insurer	Limit of liability	Expiry date
Public & Product Liability	Insurer: QBE Australia Policy No. 18 A396481PLB	$50,000,000	12/08/2025

Yerko Teran

Signed for and on behalf of AAI Limited ABN 48 005 297 807 trading as Vero Insurance

Issued in Sydney on 09/09/2024

10 Shelley Street Sydney NSW 2000

Certificate of Currency

This certificate confirms this policy is in force for the period shown, subject to the policy terms, conditions, and exclusions. It is a summary of cover only (for full details, refer to the current policy wording and schedule). It does not alter, amend, or extend the policy. The information is current only at the date of printing.

DATE PRINTED:	13/08/2024	
POLICY NUMBER:	18A396481PLB	
YOU/YOUR/INSURED:	Owners Corporation No. 1 Body Corporate PS 435310J Road Corporation (VicRoads) noted as a Named Insured only in respect to maintenance of the roadway, retaining walls, any channel piers forming part of the retaining wall, stormwater pumps, stormwater drainage system and other infrastructure forming part of the Marine Drive Underpass, the provision of Clause 15.3 of Agreement Deed, under Section 173 of planning and environment Act 1987 between Marina Cove and VicRoads are to remain in force at all times. Mornington Peninsula Council noted for Principals Indemnity, Cambridge Management Services Pty Ltd t/as Martha Cove Management Services.	
PERIOD OF INSURANCE:	From: 4.00pm on 12/08/2024 to: 4.00pm on 12/08/2025	
POLICY:	General Public and Products Liability Insurance Policy	
LIMIT OF LIABILITY:	**Public Liability:**	$50,000,000 any one Occurrence
	Products Liability:	$50,000,000 any one Occurrence and in the aggregate during any one Period of Insurance
NOTING:	NA	

Certificate of Currency

Issued by:	QBE Insurance (Australia) Limited
Underwriter:	Brett Prettyman

Certificate of Currency

This certificate confirms this policy is in force for the period shown, subject to the policy terms, conditions, and exclusions. It is a summary of cover only (for full details, refer to the current policy wording and schedule). It does not alter, amend, or extend the policy. The information is current only at the date of printing.

DATE PRINTED:	13/08/2024
POLICY NUMBER:	18 E002142 EXL
YOU/YOUR/INSURED:	Owners Corporation No. 1 Body Corporate PS 435310J Road Corporation (VicRoads) noted as a Named Insured only in respect to maintenance of the roadway, retaining walls, any channel piers forming part of the retaining wall, stormwater pumps, stormwater drainage system and other infrastructure forming part of the Marine Drive Underpass, the provision of Clause 15.3 of Agreement Deed, under Section 173 of planning and environment Act 1987 between Marina Cove and VicRoads are to remain in force at all times. Mornington Peninsula Council noted for Principals Indemnity, Cambridge Management Services Pty Ltd t/as Martha Cove Management Services.
PERIOD OF INSURANCE:	From: 4.00pm on 12/08/2024 to: 4.00pm on 12/08/2025
POLICY:	Excess Public and Products Liability Insurance Policy
LIMIT OF LIABILITY:	$50,000,000 Our maximum liability in respect of any claim or any series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one Occurrence in excess of: $100,000,000. $50,000,000 Our total aggregate liability during any one Period of Insurance for all claims arising out of Your Products in excess of: $100,000,000.
NOTING:	NA Please select

Certificate of Currency

Issued by: QBE Insurance (Australia) Limited

Underwriter: Brett Prettyman

Certificate of Currency

Vero Business Insurance Solutions Policy number: SPX022054135

Vero Business Insurance Solutions

Policy number: SPX022054135

Policy:	**Vero Business Insurance Solutions**
Intermediary:	Collective Insurance Brokers
Period of Insurance:	Effective from 2 March 2024 to 4:00pm on 2 March 2025
Insured:	Peninsula Hub Pty Ltd
Business Description:	Office of Owners Corporation Management Company

Premises address (Premises 1)

140 Pickings Road Safety Beach VIC 3936

Property Damage

	Insured Amount
Buildings	Not Insured
Contents	$237,538
Stock	Not Insured

Theft

	Insured Amount
Contents and Stock	$50,000

Glass

Not Insured

Machinery Breakdown and Electronic Equipment

Not Insured

Money

Not Insured

General Property

Not Insured

Management Liability

Not Insured

Business Interruption

Not Insured

Not Insured

Issue Date: 5 March 2024

Certificate of Currency

Vero Business Insurance Solutions Policy number: SPX022054135

Public and Products Liability

Goods in Transit	Not Insured
Tax Audit	Not Insured
Commercial Motor	Not Insured

This Certificate certifies that as at the date of issue the stated policy is current for the period of insurance noted above. The issue of this Certificate imparts no obligation on the insurer to notify any party relying on it should the policy later be cancelled or altered for any reason. Full details of the insurance provided (including excesses and sub-limits) are set out in the Policy Schedule and Product Disclosure Statement (PDS) and any Supplementary PDS.
This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage provided by the policy.

Issue Date: 5 March 2024

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Commercial Company Title Insurance Plan

Policy No	**CS**0006578
Policy Wording	CHU COMMERCIAL STRATA INSURANCE PLAN WITH COMPANY TITLE ENDORSEMENT
Period of Insurance	02/03/2024 to 02/03/2025 at 4:00pm
The Insured	PENINSULA HUB PTY LTD
Situation	140 PICKINGS ROAD SAFETY BEACH VIC 3936

Policies Selected

Policy 1 – Insured Property
Building: $1,004,000
Common Area Contents: $243,101
Loss of Rent & Temporary Accommodation (total payable): $150,600

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Policy 6 – Machinery Breakdown
Sum Insured: $100,000

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

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

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: $250,000

Flood Cover is excluded.

Company Title Policy Endorsement

Where Your property is a registered Company Title as named in The Schedule, the following terms and conditions of Your Policy, where it appears under Policies 1 to 10, are hereby amended by this endorsement and should be read in conjunction with, and as forming part of Residential Strata Insurance Plan (ref: QM569).

DEFINITIONS

Body Corporate

means the owner(s) of Your Insured Property and Common Area incorporated as a Company Title named on The Schedule registered under the Corporations Act 2001 or similar legislation applying where Your Insured Property and Common Area is situated.

Body Corporate Manager / Agent

means a person or other entity appointed in writing by Your Company Title to perform delegated functions in respect to the Insured Property.

Company Title

means the owner(s) of Your Insured Property and Common Area as shareholders incorporated under the Company Title named on The Schedule registered under the Corporations Act 2001 or similar legislation applying where Your Insured Property and Common Area is situated.

Lot / Unit

means an area shown on a plan as a lot or unit in terms of the Company Title named on The Schedule registered under the Corporations Act 2001 or similar legislation applying where Your Insured Property is situated and includes the area occupied by each shareholder.

Lot Owner / Lot Owners'

means a person, persons or other entity registered as a shareholder or owner of an estate in fee simple in a Lot/Unit in Your building in terms of the Company Title named on The Schedule registered under the Corporations Act 2001 or similar legislation applying where Your Insured Property is situated.

Members

means and is limited to the interest of Lot Owners or shareholders in respect of the ownership of Your Insured Property in terms of the Company Title named on The Schedule registered under the Corporations Act 2001 or similar legislation applying where Your Insured Property is situated. Their interest or liability as a Lot Owner and/or occupier of a Lot/Unit is not included unless otherwise specifically provided by this Policy.

You, Your, Yours

means:

a) in respect of Policies 1, 8, and 10:

The Company Title named on the Schedule including:

i. The interest therein of Lot Owners;
ii. Lot Owners in respect of **Special Benefits 1, 2, and 13** of **Policy 1**;
iii. Lot Owners in respect of **Special Benefits 1, 2 and 4** of **Policy 8**.

b) in respect of Policy 2:

The Company Title named on the Schedule including:

i. The interest therein of Lot Owners;
ii. The organisers of recreational activities in respect of Clause **5** of **Policy 2**; a Voluntary Worker whilst engaged solely in work or duties on behalf of the Company Title named on the Schedule.

c) in respect of Policy 3:

A Voluntary Worker whilst engaged solely in work or duties on behalf of the Company Title named on the Schedule.

d) in respect of Policies 5, 7, and 9:

The Company Title named on the Schedule.

e) in respect of Policy 6:

The past, present or future Office Bearers of the Company Title, including those persons':

i. Estate, heirs, legal representative or assigns;
ii. Legal representative or assigns if he/she is incompetent, insolvent or bankrupt; but does not include a Company Title Manager/Agent or any other contracted person(s), firm or company when acting in their professional capacity.

POLICY 6 – OFFICE BEARER LEGAL LIABILITY

Exclusions – what we do not insure

We will not pay for:

4. Claims resulting from Your intentional decision not to effect and maintain insurance of any description.

Office Bearer

Means:

a. a person acting as a director or officer of the Company Title as defined in the Corporations Act 2001 where Your Property and Common Area is situated;
b. a Body Corporate Manager appointed as an agent or an Office Bearer;
c. a person invited by an Office Bearer and/or committee Member to assist in the management of the Company Title affairs;
d. a person appointed by the Company Title to act as a director in terms of the Corporations Act 2001.

Wrongful Act

Means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason of You serving as a director or officer of the Company Title in the management of Your Insured Property.

Where any such Wrongful Act results in more than one Claim all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest policy year in which any of such Wrongful Acts is first reported to Us.

Principal's Indemnity

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

Policy 2 – Liability to Others is amended to indemnify the Principal/s named in the Schedule for claims for bodily injury or damage to property, arising solely as a consequence of the Principal's activity at the Insured Property, and for the duration of that activity, at the Situation shown in the Schedule.

Principals

Name: Owners Corporation No 1. Plan no. PS435310J
Activity: In relation to
Date: 02 Mar 2023 to 02 Mar 2032

Date Printed 28/03/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM569-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Commercial Strata Insurance Plan

Policy No	**CS**0007811
Policy Wording	CHU COMMERCIAL STRATA INSURANCE PLAN
Period of Insurance	12/12/2024 to 01/02/2025 at 4:00pm
Plan Number	435310J
The Insured	OWNERS CORPORATION PLAN NO. PS 435310J
Situation	11 SHARPLEY AVENUE SAFETY BEACH VIC 3936

Policies Selected

Policy 1 – Insured Property
Building: $94,651,410
Common Area Contents: $946,514
Loss of Rent & Temporary Accommodation (total payable): $14,197,711

Policy 2 – Liability to Others
Not Selected

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $10,000,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Sum Insured: $14,197,711
Extended Cover - Loss of Rent & Temporary Accommodation: $2,129,656
Escalation in Cost of Temporary Accommodation: $709,885
Cost of Removal, Storage and Evacuation: $709,885

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

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

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: $250,000

Flood Cover is included.

Flood Cover Endorsement

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Commercial Strata Insurance Plan.

Policy 1, Exclusion 4 "We will not pay for Damage caused by Flood" is hereby removed.

Date Printed 12/12/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM569-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006046954
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	10/06/2024 to 10/06/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 435310 (OC 5)
Situation	140 PICKINGS ROAD SAFETY BEACH VIC 3936
Additional description	2 - 12 BLUE MOON RISE, 17-39 ANCHORAGE AVENUE, 2-40 CASTAWAY STREET, 1-7 WILD ROSE RETREAT SAFETY BEACH VIC 3936

Policies Selected

Policy 1 – Insured Property
Building: $39,732,331
Common Area Contents: $397,323
Loss of Rent & Temporary Accommodation (total payable): $5,959,849

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $1,000,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Sum Insured: $5,959,849
Extended Cover - Loss of Rent & Temporary Accommodation: $893,977
Escalation in Cost of Temporary Accommodation: $297,992
Cost of Removal, Storage and Evacuation: $297,992

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

Policy 8 – Government Audit Costs and Legal Expenses

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

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: $250,000

Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

a. a lake (whether or not it has been altered or modified);
b. a river (whether or not it has been altered or modified);
c. a creek (whether or not it has been altered or modified);
d. another natural watercourse (whether or not it has been altered or modified);
e. a reservoir;
f. a canal;
g. a dam.

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

Date Printed 31/05/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Rebecca Kaigg
Shop 3, The Gateway, 230 Cranbourne - Frankston rd
LANGWARRIN 3910

Client Reference: 226034

NO PROPOSALS. As at the 15th October 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

20 CASTAWAY STREET, SAFETY BEACH 3936
SHIRE OF MORNINGTON PENINSULA

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

Date of issue: 15th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74579500 - 74579500135756 '226034'

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To: Purchasers/Recipient:

Property address: 20 Castaway Street, Safety Beach VIC 3936

Lot no.: 3020 **Plan of subdivision:** 435310J

The Purchasers/Recipient is not required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

From: Vendor: Beckingsale Custodian Pty Ltd ACN 626670077

Dated: 22/10/204

Signed by or on behalf of the Vendor: *Silverthorn Conveyancing*

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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