02 November 2026

ARMSTRONG MT DUNEED OWNERS CORPORATION
Owners Corporation No. 1 PS705924N
Annual General Meeting Summary Report

Dear Members,

Please find enclosed your notice, agenda and other documents for the upcoming Armstrong Mt Duneed No. 1 PS705924N Annual General Meeting to be held on 23 November 2026 at 06:00pm at the Acacia Room in Building 1.

Documents such as Certificate of Currency, PDS, and the Maintenance Plan are available on your Community App and are not included in the meeting pack.

We are pleased to be convening this AGM in person. The AGM registration process can be accessed using the link or QR code noted in the Notice of Meeting. We also remind owners to ensure their OC fees are paid up to date and if you are unsure, please contact our office immediately.

This summary report has been put together to provide a brief overview of the enclosed AGM information pack that includes the Annual Financial Accounts, Proposed Budget and Owners Corporation Fees & Reports.

ANNUAL ACCOUNTS
The Annual Financial Statements as at 30 September 2026 have been finalised and audited; they are enclosed for your perusal.

The end of year account reflects a surplus of $91,187.81 within the Administrative Fund with a closing balance of $674,933.38. The Maintenance Fund account reflects a surplus of $20,901.96 with a closing balance of $447,999.83.

REPORTS
Enclosed is a report from the Committee Chairman in addition to a Manager's Report from Quantum United Management & Quantum CM Solutions.

2026/2027 PROPOSED BUDGET
The proposed budget is similar to last year's, with changes detailed within the Manager's Report and reflects that the annual fees for a standard residential lot are proposed to remain the same as per the previous financial year at $990 Incl GST

OTHER NOTES:
Our team looks forward to meeting you on-site at the AGM. Please feel free to contact us on (03) 8360-8800 or via email armstrong@quantumunited.com.au if you have any questions in relation to the enclosed information or upcoming meeting.

Regards,



Shyam Mahesh
Client Manager
Quantum United Management Pty Ltd

OWNERS CORPORATIONS ACT 2006
Section 72 of the Owners Corporations Act

NOTICE OF ANNUAL GENERAL MEETING

OF OWNERS CORPORATION No. 1 PLAN OF SUBDIVISION 709524N

NOTICE of at least fourteen (14) days is hereby given by Quantum United Management Pty Ltd ("the Manager/Secretary") pursuant to Section 72 of the Owners Corporations Act 2006 that the Annual General Meeting of the abovementioned Owners Corporation will be held on:

Date & Time: 23 November 2026 at 6:00 PM

Location: Club Armstrong – Function Room (Acacia Room)

Members are to register in advance (at least 24hrs prior) for this meeting.

To register, please use the link below:
Armstrong Annual General Meeting 2026 – Fill out form

Arrears: A member with Owners Corporation fees outstanding or other charges owing to the Owners Corporation is not entitled to vote either in person, by ballot or by proxy at this meeting. As per Section 89(B)(3) of the Owners Corporations Act 2006, except for the payment of cash, an amount is only taken to be paid in full if it is paid no less than four (4) business days before the lot owner is required to vote on the resolution.

Proxy: Lot Owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your "proxy". The members have a right to appoint a proxy.

If you chose to appoint a proxy, the enclosed prescribed proxy form must be used and returned to the Secretary/Manager prior to the meeting. If your lot is in the name of a company and you are not a company representative, the company must complete a proxy form in favour of an individual who is then able to represent the company at the meeting. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

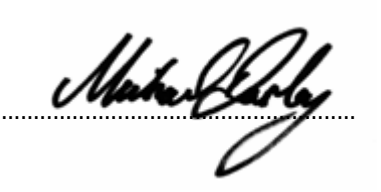
Please note: *Person must not require or demand that a lot owner give authorisation to vote under power of attorney or proxy at a meeting or a ballot of an owners corporation. Penalties apply if this legal requirement is contravened as per OC Act Legislation.*

Committee: A Committee will be elected at this Annual General Meeting. A member must nominate for election in writing by returning the enclosed Committee Nomination form to the Owners Corporation Manager by 5:00 PM on 20 November 2026 or orally if the member is present at the meeting. A lot owner is not eligible to be elected as a member of the Committee if the member is in arrears for any amount of fees or other amounts for any lots owing to the Owners Corporation, for any lots. A person, who is not noted on the title of a lot, must have a proxy provided in their favour stating a lot owner wishes to have the person represent them on the Committee of the Owners Corporation.

Questions: If you have any questions in relation to the Annual General Meeting or the associated documentation, please feel free to contact our office and we will be happy to assist you.

Financial: If you have any questions in relation to the Financial Statements please forward them to the Manager in writing at least 48 hours prior to the meeting.

Dated: 2 November 2026



Michael Darby
Managing Director
Quantum United Management Pty Ltd on behalf of
Owners Corporation No. 1 Plan of Subdivision 709524N

AGENDA

Owners Corporations Act 2006 Section 71

We note that the manager may record the meeting for the purposes of preparing accurate minutes of the meeting. This recording will not form part of the Owners Corporation records. We note that the meetings may not be recorded without the express or implied consent of members.

1. **Attendances & Apologies**

2. **Proxies**

3. **Quorum & Entitlement to Vote**

4. **Chairperson of AGM**
   Appointment of chairperson of the AGM

5. **Acceptance of Minutes**
   MOTION: THAT the Minutes of the previous Annual General Meeting held on 17 November 2025 be adopted as a true and correct record.

6. **Reports:**

   6.1. Manager's Report / Section 126 of the Owners Corporations Act 2006
   The Manager's report is enclosed.

   6.2. Club Manager's Report
   Club Manager's Report is enclosed.

   6.3. Committee Report / Section 115 of the Owners Corporation Act 2006
   Committee Report is enclosed.

   6.4. Dispute Resolution Report / Part 10 of the Owners Corporations Act 2006
   Pursuant to Section 159 of the Owners Corporations Act the Owners Corporation is required to provide a report in relation to the details of any dispute under this section within the reporting period.

Number of Complaints made under Division 1 of Part 10 of the Owners Corporations Act 2006:	0
Nature of complaints:	-
Number of Complaints on which action was taken:	0
Nature of matter in respect of action being taken:	-
Number of matters in which an application was made to VCAT (Victorian Civil and Administrative Tribunal):	0
Nature of matters in which an application was made to VCAT:	-
Outcome of matters in which an application was made to VCAT :	-

   6.5. Maintenance Plan Report
   The approved Maintenance Plan for Owners Corporation PS709524N is available to be viewed on your community app. It outlines projected expenditure and income to be raised each year. Details on the forecast expenditure for the current financial period are outlined within the Manager's Report. Please see below summary of works undertaken in last fiscal year.

   The Manager and Committee reviewed the Maintenance Plan Report and considered the recommended works noted in the Maintenance Plan.

Painting and Asset Maintenance

Higgins was engaged to undertake a substantial program of painting and remedial works throughout the facility. Particular attention was given to areas where existing painted surfaces and metalwork had deteriorated, including areas showing visible signs of rust and general wear.

The completed painting works included:

- Fencing affected by rust and deterioration.
- Main function room areas.
- Kitchen area.
- Toilets, foyer and passageways.
- Timber decking and associated fencing.
- Steel posts within the pool area.
- Pool downpipes and other associated painted surfaces.

These works have improved the overall presentation of the facility while also providing additional protection to exposed timber and metal surfaces to assist with their ongoing maintenance.

Pool Equipment Upgrades

The Committee has also progressed significant works associated with the pool plant and equipment. A deposit has been paid towards the replacement and upgrade of the pool chlorine dosing system and filtration equipment.

The works are anticipated to be undertaken within approximately three weeks.

Other Capital Improvements

In addition to the maintenance works identified above, a number of other capital improvements have been progressed to enhance the facilities available to residents. These include:

- Purchase of new sofas to replace and/or upgrade existing furniture within the facility.
- Installation of cinema projection equipment to improve the functionality and use of the cinema area.
- Continued investment in the pool plant and associated infrastructure.

The Manager and Committee will continue to review the Maintenance Plan and prioritise future works having regard to asset condition, operational requirements and available Maintenance Fund resources.

6.6. Safety Assessment Report

All members are liable for any liability events that occur on common property. Common property for O/C PS709524N is predominantly Club Armstrong. Should there be an incident where there was a hazard that the O/C was aware of that caused an injury there may be a chance that the O/C (all lot owners) will be collectively liable. Further, these areas are considered a work place for any contractors that the O/C is responsible for so it is important the areas are maintained free of any risks where possible. As a result we recommend that the O/C carry out an annual Safety Assessment of the common property areas.

MOTION: THAT the Owners Corporation resolve to have a Safety Assessment Audit of Common Property areas carried out as recommended by Quantum United Management and that the completed report be tabled with the appointed Committee for action

7. Finance:

7.1. Annual Financial Statements for the period ending 30 September 2026

MOTION: THAT the Owners Corporation adopt the Annual Financial Statements for the period 01.10.2025 to 30.09.2026.

7.2. Owners Corporation Budget for the period 01 October 2026 to 30 September 2027.

This Owners Corporation and its members have numerous obligations pursuant to Section 4 of the Owners Corporations Act 2006. This section outlines numerous functions of the Owners Corporation including but not limited to the management and administration of common property, repair and maintenance of common property, all chattels fixtures, fittings and all services related to common property, applicable equipment and services for which an easement exists, various insurance

obligations and all other obligations under the Subdivision Act 1988, Owners Corporations Act 2006, Owners Corporation Regulations 2018, Model Rules and the Owners Corporation's Registered Rules and all other applicable laws.

The Owners Corporation must prepare and approve a budget and set fees to ensure there is sufficient income to meet all of the expenditures related to these obligations.

Each owner will receive a fee notice with one amount that will also show a breakdown of the Administrative Fund and Maintenance Fund fee portions where applicable.

The annual financial year for this Owners Corporation is **01 October 2026 to 30 September 2027** of financial period.

MOTION: THAT the Owners Corporation resolve to adopt the Budget as tabled for the financial year **01 October 2026 to 30 September 2027** and to use its funds for all of the approved budgeted expenses.

7.3. Owners Corporation Fees

Note: *The fee for the period 01.10.2026 to 31.12.2026 has been pre-issued based on the last year's budget. Following the approval of this year's budget the last three quarters fees will be adjusted to reflect the new fees.*

MOTION: THAT the Owners Corporation Fees be set as per the approved budget in the amount of $1,584,200.00 plus GST for the Administration Fund and $79,900.00 plus GST for the Maintenance Fund beginning 01 October 2026 and that these fees be set based on lot liability for both the Administration and Maintenance Funds and that these fees be payable quarterly in advance on 1st October, 1st January, 1st April and 1st July each year.

NOTE: The fees will continue to be issued as per the approved budget at this AGM, until a new budget is approved at the next AGM.

7.4. Penalty Interest on Arrears

MOTION: THAT pursuant to Section 29 of the Owners Corporations Act 2006 the Owners Corporation may charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any money owed by a member to the Owners Corporation after the due date.

The current interest rate is 10.0%

Note: On occasion the manager has resolved to reduce or waive interest for some owners when payments are being finalised.

7.5. Waiving of Penalty Interest on Arrears

MOTION: THAT the Owners Corporation delegates to the Manager the powers of the Owners Corporation to waive interest on arrears when finalising payment of arrears.

7.6. Debt Recovery

The Owners Corporation will need to approve the commencement of fee recovery action at a competent court of jurisdiction against owners of lot/s with all outstanding amounts owed to the Owners Corporation. The action may include applications to VCAT/Magistrates Court, the engagement of the Sheriff, Summons to Oral Examination, garnishee of wages or bank accounts, bankruptcy action or foreclosure on assets.

MOTION: THAT the Owners Corporation instruct Quantum United Management to commence fee recovery action at a competent court of jurisdiction against owners of lot/s with unpaid Owners Corporation Fees that are equal to or above $1,000

7.7. Cost Recovery

MOTION: THAT the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporation Regulations 2018 or the Rule of the Owners Corporation.

8. Guest Policy – Limit to One Guest per Lot:

The Committee has agreed to present once again the motion to reduce the number of guest limit to one guest per lot as done in last year's meeting.

Members of the committee have been discussing the discrepancy between the registered Visitor/Guest Policy and the Registered Club Rules, noting that this issue has persisted for several years.

As the Club Rules are formally registered with Land Victoria, any amendment requires a special resolution of the Owners Corporation. After careful consideration, the Committee agreed to revisit this matter and put it forward to owners at the 2026 AGM

Background:

The Members Induction & Information Form – Guest Policy (Club Rules) states that:
"*As per the contract of sale, each resident is entitled to bring strictly **one (1) guest** into the facility with them (one guest per lot). Each resident must understand this policy and ensure the number is not exceeded. The resident is responsible for their guest's actions, behaviour, and use of the amenities."*
Note: The Club Rules have been registered with Land Use Victoria along with Registered Rules and are therefore unable to be amended unless a Special Resolution is passed.

On the contrary, the Registered Owners Corporation Rules – Section 9 (Recreational Facilities), Subsection 9.1 (Invitees to be Accompanied) states that:
*"Owners of lots and occupiers' invitees may only use the recreational facilities if accompanied by the owner or occupier, and owners or occupiers must not have more than **two (2) invitees** at any one time."*
This inconsistency between the registered rules and the induction documentation has led to confusion regarding the number of guests permitted per lot.

Rationale:

Given the size of the estate, which will comprise nearly 1,900 lots upon completion, it is essential to manage access to shared facilities in a fair and equitable manner. Limiting the number of guests to **one (1) per lot** is considered reasonable and necessary to ensure all residents have equal opportunity to enjoy the amenities. Facilities such as the gym, pool, and function room operate under strict capacity limits. Allowing two or more guests per lot may lead to overcrowding, particularly during peak periods. Recent observations have indicated that some residents have been bringing multiple guests to the gym, resulting in restricted access for other members.

To maintain balance, safety, and fairness across the community, setting a limit of **one (1) guest per lot** will help ensure the facilities remain accessible, compliant, and enjoyable for all residents.

Motion

That the Owners Corporation, in accordance with Section 96 of the Owners Corporations Act 2006, resolves by Special Resolution to adopt a guest policy limiting guest access to **one (1) guest per lot** for the use of Club facilities, including but not limited to the gym, pool, and function room.

9. Insurance:

9.1 Review of current Owners Corporation Insurance Cover:

MOTION: THAT the Insurance policy details for the Owners Corporation required by Part 3 Division 6 of the Owners Corporations Act 2006 the details of which are outlined below be accepted, and that the Owners Corporation approve the renewal of the policies on the renewal date noted below:

Public Liability Cover	
Name of Company:	CHU
No. of Policy:	HU0006137649
Insured:	OC Plan No. PS 709524N
Buildings Covered:	
Community Building	$ 9,000,000.00
Common Area Contents	$ 300,000.00
Loss of Rent & Temporary Accommodation	$ 1,350,000.00
Optional Extensions:	
Catastrophe Insurance Sum Insured	$ 1,350,000.00
Machinery Breakdown	$ 100,000.00
Renewal Date:	02.12.2026
Public Liability Policy	
Liability to Others	$ 30,000,000.00
Voluntary Workers (Death)	$ 300,000.00
Voluntary Workers (Total Disablement)	$ 3,000 per week
Fidelity Guarantee	$ 250,000.00
Office Bearer's Legal Liability	$ 5,000,000.00
Government Audit Costs and Legal Expenses	$25,000.00
Appeal Expenses-common property health & safety breaches	$ 100,000.00
Legal Defence Expenses	$ 50,000.00

Members are advised that the Owner Corporation Insurance Policy does not provide coverage for privately owned homes/houses. Members are to seek the appropriate building and content coverage through their insurance provider. The Owners Corporation Insurance Policy solely provides coverage to the Owners Corporation's common property and Public Liability.

STANDING DIRECTION (INSURANCE RENEWAL)

Members are advised that in order for Quantum United Management Pty Ltd to automatically renew the insurance policies applicable to the property a "Standing Direction" is to be provided to Quantum United Management Pty Ltd. The insurance policy will be renewed at the "suggested" rate of cover indicated as per the insurer's recommendation on the renewal notice or as per the value recommended of a Valuation Report.
The information provided to the members is deemed to be given as General Advice only.

Your PDS for this policy can be obtained from the community app, by contacting our office, or one will be available to be viewed at the AGM.

10. Owners Corporation No 1 PS709524N Committee

Election Procedure

Quantum has been advised that the most compliant committee election process is that each owner or proxy holder that nominates will be voted individually by the members present. The candidate for the committee is elected if they receive a majority vote of the owners present. Where there are more than 7 nominations that each receive a simple majority vote in favour – those with the most votes in favour will be elected.

The current committee members are:

Ingrid Carpenter
Sameer Hooda
Belinda Huxhagen
Beryl McMillan
Will Nickholds
Mac Pattinson
Mitch Trounce
Glenn Waters

10.1. Election of Owners Corporation Committee Members

Committee Member 1:

MOTION: THAT [INSERT NAME OF NOMINEE] is elected onto the committee of the Owners Corporation as passed by simple majority votes.

Committee Member 2:

MOTION: THAT [INSERT NAME OF NOMINEE] is elected onto the committee of the Owners Corporation as passed by simple majority votes.

Committee Member 3:

MOTION: THAT [INSERT NAME OF NOMINEE] is elected onto the committee of the Owners Corporation as passed by simple majority votes.

Committee Member 4:

MOTION: THAT [INSERT NAME OF NOMINEE] is elected onto the committee of the Owners Corporation as passed by simple majority votes.

Committee Member 5:

MOTION: THAT [INSERT NAME OF NOMINEE] is elected onto the committee of the Owners Corporation as passed by simple majority votes.

Committee Member 6:

MOTION: THAT [INSERT NAME OF NOMINEE] is elected onto the committee of the Owners Corporation as passed by simple majority votes.

Committee Member 7:

MOTION: THAT [INSERT NAME OF NOMINEE] is elected onto the committee of the Owners Corporation as passed by simple majority votes.

NOTE:

Pursuant to Section 103 (1) of the Owners Corporation Act, a committee of an owners corporation must have at least 3 and not more than 7 members. Subsection 1(A) however, indicates that the owners corporation, by ordinary resolution, may resolve that the committee may have more than 7 members but not more than 12 members.

Please also note pursuant to Section 103(7) of the Owners Corporations Act if a lot owner is in arrears for any amount of fees or other amount owing to the Owners Corporation the owner is not eligible to be elected as a

member of the Committee. If a lot owner is a member of the Committee when any amount comes into arrears that member is suspended as a member of the Committee until the amount is paid.

Owners Corporation Committee Members Have the Responsibility To:

- *Act honestly and in good faith in the performance of his or her functions;*
- *Exercise due care and diligence in the performance of his or her functions;*
- *Not make improper use of his or her position as a member to gain, directly or indirectly an advantage for himself or herself or for any other person;*
- *Fulfil their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community;*
- *Balance the needs and obligations of the community as a whole with those of individual homeowners and residents;*
- *Encourage events that foster neighbourliness and a sense of community;*
- *Endeavour to attend all Committee meetings where appropriate notice is provided;*
- *Provide complete and timely disclosure of any personal and financial conflicts of interest where applicable.*

11. Other Business
(for discussion only)

12. Close of Meeting

MINUTES OF THE ANNUAL GENERAL MEETING

OF OWNERS CORPORATION No. 1 PLAN OF SUBDIVISION PS709524N HELD ON

Date: 17 November 2025

Time: 6:00 PM

Place: Club Armstrong

Meeting Opened at 06:07 pm

1. Attendances & Apologies

Lot Owner/s present & eligible to vote:
Lot 110 - Glenn Andrew Waters
Lot 111 – Sharon L Paynter
Lot 116 - Denise Susan James
Lot 140 - Joshua M Grabowski
Lot 218 - Andrea Oliveira Catena
Lot 317 - Wayne & Catherine Wood
Lot 318 – Belinda Huxhagen
Lot 404 – Rosalba Catena
Lot 436 – Graham Hanley
Lot 516 – Ellen Margaret Whyte
Lot 840 – Mark Tolliday & Annabella Tolliday
Lot 842 – Michael Edmund Heeringa & Yvonne Alma Heeringa
Lot 1030 – Beryl McMilan
Lot 1031 – Emma Berry
Lot 1118 – Mark Grey
Lot 1715 – Carmel M Kenny
Lot 1757 – Peter Anthony Halvorsen
Lot 1830 - Roger Joseph Belleville
Lot 1852 - Joyce Margaret Demase
Lot 2004 – Rowan S C Huxhagen
Lot 2017 - Hyun Anderson & Kenneth David Jewell
Lot 2018 - Maria Carmela Greaves
Lot 2125 – John A & Darlene L Blain
Lot 2202 – Linda Boyd
Lot 2216 - Christopher J D Melican
Lot 2243 - Lynette Margaret Miller
Lot 2434 - Lauren Elise Roze
Lot 2442 – Dinesh Robert Nettur
Lot 2525 - Darren James Martini
Lot 2816 - Lucia Leonarda Vannata-D'Aprile
Lot 2945 – Hyun Anderson & Kenneth David Jewell
Lot 2908 - Richard J Goodall
Lot 2916 –Gregory William Cooper
Lot 3030 - Sameer Hooda
Lot 3118 - Madison Kirchner
Lot 3949 - Marion V Good

Lot 3951 - Marion V
Lot 4545 –Ashley Richard McAllister & Karin Lee McAllister
Lot 5125 - David Philip Bajada
Lot 5909 – Rory Costello on behalf of Armstrong Creek Pty Ltd & George Draper

Also Present:
Quantum United Management
Shyam Mahesh
Michael Darby
Tharanga Edirisuriya
Natalie Bianchinni
Samantha Lim

Villawood
Will Nickholds

Apologies:
Lot 137 – Gregory I & Karen R Lambert
Lot 637 – Sally Jade Faithfull
Lot 3113 – Jo-Ann Raeburn & Ann Constance Burleigh-Fitzgerald

2. Proxies

Owners represented by proxy & eligible to vote:

Lot owners who provided a proxy:	**Proxy in favour of:**
Lot 111 Terry Pullen & Sharon Paynter	Sharon Paynter
Lot 114 Ross David Newman & Katrina Gaye McLeod	Denis James
Lot 123 Alicia Emerson	Denis James
Lot 130 Murray Lenard Mcgrath & Kerrie Lyne Andrew	Denis James
Lot 276 Linda & William White	Beryl McMillan
Lot 418 Ingrid Carpenter	Beryl McMillan
Lot 484 McFarlane Pattinson & Lauren Pattinson	Celia Konstas
Lot 836 Barry & Gwenaelle Gothrie	Beryl Mcmilan
Lot 1029 Arran & Rachel Armitage	Beryl McMillan
Lot 1930 Anthony Cook	Beryl McMillan
Lot 2111 Stephen & Rhonda McCurdie	Beryl McMillan
Lot 2202 Linda Boyd	Beryl McMillan
Lot 2248 Barry & Diane O`Sullivan	Beryl McMillan
Lot 2310 Sandra & Graeme Sharp	Beryl McMillan
Lot 2527Joanne Griffiths	Beryl McMillan
Lot 3137 Graeme Marston & Elizabeth Jane Birt	Beryl McMillan
Lot 3305 Whites Road Pty Ltd	Anthony Bonanno
Lot 3306 Whites Road Pty Ltd	Anthony Bonanno
Lot 3307 Whites Road Pty Ltd	Anthony Bonanno
Lot 3308 Whites Road Pty Ltd	Anthony Bonanno
Lot 3309 Whites Road Pty Ltd	Anthony Bonanno
Lot 3310 Whites Road Pty Ltd	Anthony Bonanno
Lot 3501 Surfcoast Highway Developments Pty Ltd	Anthony Bonanno
Lot 3505 Surfcoast Highway Developments Pty Ltd	Anthony Bonanno
Lot 3507 Surfcoast Highway Developments Pty Ltd	Anthony Bonanno
Lot 3511 Surfcoast Highway Developments Pty Ltd	Anthony Bonanno
Lot 3512 Surfcoast Highway Developments Pty Ltd	Anthony Bonanno
Lot 3514 Surfcoast Highway Developments Pty Ltd	Anthony Bonanno

Lot 3949 Marion Good & Kristie Jakson	Marion Good
Lot 3951 Peter Good & Marion Good	Marion Good
Lot 5132 Whites Road Pty Ltd	Anthony Bonanno
Lot 5136 Whites Road Pty Ltd	Anthony Bonanno
Lot 5201 Whites Road Pty Ltd	Anthony Bonanno
Lot 5202 Whites Road Pty Ltd	Anthony Bonanno
Lot 5203 Whites Road Pty Ltd	Anthony Bonanno
Lot 5204 Whites Road Pty Ltd	Anthony Bonanno
Lot 5205 Whites Road Pty Ltd	Anthony Bonanno
Lot 5209 Whites Road Pty Ltd	Anthony Bonanno
Lot 5210 Whites Road Pty Ltd	Anthony Bonanno
Lot 5223 Whites Road Pty Ltd	Anthony Bonanno
Lot 5230 Whites Road Pty Ltd	Anthony Bonanno
Lot 5231 Whites Road Pty Ltd	Anthony Bonanno
Lot 5234 Whites Road Pty Ltd	Anthony Bonanno
Lot 5318 Whites Road Pty Ltd	Anthony Bonanno
Lot 5319 Whites Road Pty Ltd	Anthony Bonanno
Lot 5320 Whites Road Pty Ltd	Anthony Bonanno
Lot 5322 Whites Road Pty Ltd	Anthony Bonanno
Lot 5324 Whites Road Pty Ltd	Anthony Bonanno
Lot 5325 Whites Road Pty Ltd	Anthony Bonanno
Lot 5328 Whites Road Pty Ltd	Anthony Bonanno
Lot 5333 Whites Road Pty Ltd	Anthony Bonanno
Lot 5334 Whites Road Pty Ltd	Anthony Bonanno
Lot 5337 Whites Road Pty Ltd	Anthony Bonanno
Lot 5342 Whites Road Pty Ltd	Anthony Bonanno
Lot 5343 Whites Road Pty Ltd	Anthony Bonanno
Lot 5344 Whites Road Pty Ltd	Anthony Bonanno
Lot 5346 Whites Road Pty Ltd	Anthony Bonanno
Lot 5347 Whites Road Pty Ltd	Anthony Bonanno
Lot 5349 Whites Road Pty Ltd	Anthony Bonanno
Lot 5350 Whites Road Pty Ltd	Anthony Bonanno
Lot 5352 Whites Road Pty Ltd	Anthony Bonanno
Lot 5353 Whites Road Pty Ltd	Anthony Bonanno
Lot 5354 Whites Road Pty Ltd	Anthony Bonanno
Lot 5357 Whites Road Pty Ltd	Anthony Bonanno
Lot 5358 Whites Road Pty Ltd	Anthony Bonanno
Lot 5359 Whites Road Pty Ltd	Anthony Bonanno
Lot 5360 Whites Road Pty Ltd	Anthony Bonanno
Lot 5361 Whites Road Pty Ltd	Anthony Bonanno
Lot 5902 George Drapper	Anthony Bonanno
Lot 5905 George Drapper	Anthony Bonanno
Lot 5910 George Drapper	Anthony Bonanno
Lot 5913 George Drapper	Anthony Bonanno
Lot 5909 Armstrong Creek Developments Pty Ltd & George Draper	Anthonny Bonanno
Lot S58 Surfcoast Highway Developments Pty Ltd	Anthony Bonanno
Lot S352 Surfcoast Highway Developments Pty Ltd	Anthony Bonanno
Lot S353 Surfcoast Highway Developments Pty Ltd	Anthony Bonanno
Lot S354 Surfcoast Highway Developments Pty Ltd	Anthony Bonanno
Lot S521 Whites Road Pty Ltd	Anthony Bonanno
Lot S544 Whites Road Pty Ltd	Anthony Bonanno
Lot S699 Whites Road Pty Ltd	Anthony Bonanno

3. Quorum & Entitlement to Vote
A Quorum was achieved

4. Chairperson of the AGM
Members present agreed to appoint Shyam Mahesh representing the Owners Corporation as the Chair of the Annual General Meeting.

5. Acceptance of Minutes
RESOLUTION: It was resolved that the Minutes of the previous Annual General Meeting of Owners Corporation No.1 of PS709524N held on 21 November 2024 be adopted and signed as a true and correct record.

It was further resolved to acknowledge the updated ownership details for Lots 2017 and 2945, as only one of the two owners had previously been recorded. The Manager has corrected these records and uploaded the amended version of the minutes to the community app.

Motion carried by simple majority.

6. Reports

6.1. Manager's Report / Section 126 of the Owners Corporation Act 2006
Manager's Report was tabled and taken as read.

6.2. Club Manager's Report
Club Manager's Report was tabled and taken as read.

6.3. Committee Report / Section 115 of the Owners Corporation Act 2006
Committee Report was tabled and taken as read.

6.4. Dispute Resolution Report / Part 10 of the Owners Corporation Act 2006
Pursuant to Section 159 of the OC Act, the following details of any dispute under this section was tabled and taken as read:

Number of complaints made under Division 1 of Part 10 of the Owners Corporation Act 2006	1
Nature of Complaint	Role of a Manager
Number of Complaints on which action was taken	1
Nature of matter in respect of action being taken	Role of a Manager
Number of matters in which an application was made to VCAT	NIL
Nature of matters in which an application was made to VCAT	NIL
Outcome of matters in which an application was made to VCAT	NIL

6.5. Maintenance Plan Report
The Maintenance Plan Report was tabled and taken as read.

6.6. Safety Assessment Report
RESOLUTION: It was resolved that the Owners Corporation have a Safety Assessment Audit of Common Property areas including carrying out as recommended by Quantum United Management and that the completed report be tabled with the appointed Committee for action.

Motion carried by simple majority

7. Finance:

7.1. Annual Financial Statements for the period ending 30 September 2025

RESOLUTION: It was resolved that the Owners Corporation adopt the Annual Financial Statements for the period 01/10/2024 to 30/09/2025.

Motion carried by simple majority

7.2. Owners Corporation Budget for the period 01/10/2025 to 30/09/2026

RESOLUTION: It was resolved to adopt the Budget as tabled for the financial year 01 October 2025 to 30 September 2026 and to use its funds for all the approved budgeted expenses.

Motion carried by simple majority

7.3. Owners Corporation Fees

Note: *The fee for the period of 01/10/2025 to 31/12/2025 has been pre-issued based on last year's budget. Following the approval of this year's budget, the last three (3) quarter fees will be adjusted to reflect the new fees.*

RESOLUTION: It was resolved that the Owners Corporation Fees be set as per the approved budget in the amount of $1,528,107.63 plus GST for the Administration Fund and $73,000 plus GST for the Maintenance Fund beginning 1st October 2025, and that these fees be set based on lot liability for both the Administration and Maintenance Funds and that these fees be payable quarterly in advance on 1st October, 1st January, 1st April and 1st July each year.

The fees are to remain the same as last year. The fees will continue to be issued as per the approved budget at this AGM, until a new budget is approved at the next AGM.

Motion carried by simple majority.

7.4. Penalty Interest on Arrears

RESOLUTION: It was resolved that pursuant to section 29 of the Owners Corporation Act 2006 the Owners Corporation may charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any money owed by a member to the Owners Corporation after the due date.

Motion carried by simple majority

7.5. Waiving of Penalty Interest on Arrears

MOTION: THAT the Owners Corporation delegates to the Manager the powers of the Owners Corporation to waive interest on arrears when finalising payment of arrears.

Motion carried by simple majority

7.6. Debt Recovery

RESOLUTION: It was resolved that the Owners Corporation instruct Quantum United Management to commence fee recovery action at a competent court of jurisdiction against owners of lot/s with unpaid Owners Corporation Fees that are equal to or above three-quarters of Owners Corporation Fees.

Motion carried by simple majority.

7.7. Cost Recovery

RESOLUTION: It was resolved that the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2018 or the Rules of the Owners Corporation.

Motion carried by simple majority

8. Guest Policy – Limit to One Guest per Lot:

MOTION: That the Owners Corporation, in accordance with Section 96 and 138(2) of the Owners Corporations Act 2006, resolves by Special Resolution to amend Section 9 (Recreational Facilities), subsection 9.1 (Invitees to be Accompanied) of the registered owners corporation rules, by reducing the permitted number of invitees from two to one per lot for the use of Club facilities, including but not limited to the gym, pool, and function room; and that the owners corporation lodge a consolidated copy of the rules (incorporating the amendment) that is certified by the Secretary of the owners corporation, with the Registrar.

NOTE: An amendment to the original motion was proposed, and the revised motion was read aloud to all members. The amended motion was moved by Glenn Waters and seconded by Belinda Hux.

Motion failed.

9. Amendment to Pool Opening Hours

RESOLUTION: It was resolved that the Owners Corporation, in accordance with Section 96 and 138(2) of the Owners Corporations Act 2006, resolves by Special Resolution to amend Rule of Use: Pool & Resort Pool of the registered owners corporation rules and change the weekday pool opening hours from 07:00 am to 10:00pm ***to*** 5:00am –10:00pm, in alignment with the approved planning permit; and that the owners corporation lodge a consolidated copy of the rules (incorporating the amendment) that is certified by the Secretary of the owners corporation, with the Registrar.

NOTE: An amendment to the original motion was proposed, and the revised motion was read aloud to all members. The amended motion was moved by Glenn Waters and seconded by Beryl McMillan.

Motion carried without dissent

10. Amendment to Function Room Liquor Licence Agreement:

RESOLUTION: It was resolved that the Owners Corporation, in accordance with Section 96 and 138(2) of the Owners Corporations Act 2006, resolves by Special Resolution to amend the Function Room Hire Rule of the registered owners corporation and remove the requirement for a temporary liquor licence for informal and private events held in the Function Room where alcohol is supplied free of charge and is not connected to the sale of any goods or services; and that the owners corporation lodge a consolidated copy of the rules (incorporating the amendment) that is certified by the Secretary of the owners corporation, with the Registrar.

NOTE: An amendment to the original motion was proposed, and the revised motion was read aloud to all members. The amended motion was moved by Glenn Waters and seconded by Beryl McMillan.

Motion carried without dissent

11. Australia Port – Parcel Locker Installation:

MOTION: That the Owners Corporation, in accordance with Section 96 of the Owners Corporation Act 2006, resolved by Special Resolution to grant a licence to Australia Port for the installation of the proposed Parcel Locker at Club Armstrong (common property). The Owners Corporation further resolved to authorise the nominated Committee to review, finalise, and execute the licence agreement between the Owners Corporation and Australia Post and ensure the Installation meets the accessibility guidelines.

NOTE: An amendment to the original motion was proposed, and the revised motion was read aloud to all members. The amended motion was moved by Glenn Waters and seconded by Rory Costello.

Motion failed.

12. Insurance:

RESOLUTION: It was resolved that the Insurance cover details for the Owners Corporation required by Division 6 of the Owners Corporation Act 2006 be noted, details of which are outlined below, and that the Owners Corporation approve the renewal of the policies on the renewal date noted below:

Public Liability Cover

Name of Company:	CHU
No. of Policy:	HU0006137649
Insured:	Owners Corporation Plan No PS709524N

Buildings Covered:

Community Building (Country Club)	$ 8,375,000
Liability to Others	$ 30,000,000
Government & Audit Costs	$ 25,000

Renewal Date: 01.12.2025

Public Liability Policy

Catastrophe Insurance:	$ 1,256,250
Office Bearers Liability	$ 5,000,000
Fidelity Guarantee	$ 250,000
Volunteer Worker Cover	$ 200,000 (Death) / $2,000 per week (Total Disablement)
Machinery Breakdown	$100,000

Motion carried by simple majority.

13. Election of Owners Corporation PS709524N Committee:

RESOLUTION: It was resolved by the owners corporation to increase the committee membership from seven members to eight members.

Moved by: Glenn Waters **Seconded by:** Rory Costello

Motion carried by simple majority

13.1. Committee Member 1:

RESOLUTION: It was resolved that Ingrid Carpenter is elected onto the Committee of the Owners Corporation as passed by simple majority votes.

Motion carried by simple majority

13.2. Committee Member 2

RESOLUTION: It was resolved that Mitch Trounce is elected onto the Committee of the Owners Corporation, as passed by simple majority votes.
Motion carried by simple majority

13.3. Committee Member 3
RESOLUTION: It was resolved that McFarlane Pattinson is elected onto the Committee of the Owners Corporation as passed by simple majority votes.

Motion carried by simple majority

13.4. Committee Member 4
RESOLUTION: It was resolved that Beryl McMillan is elected onto the Committee of the Owners Corporation as passed by simple majority votes.

Motion carried by simple majority

13.5. Committee Member 5
RESOLUTION: It was resolved that Glenn Waters is elected onto the Committee of the Owners Corporation as passed by simple majority votes.

Motion carried by simple majority

13.6. Committee Member 6
RESOLUTION: It was resolved that Belinda Huxhagen is elected onto the Committee of the Owners Corporation as passed by simple majority votes.

Motion carried by simple majority.

13.7. Committee Member 7
RESOLUTION: It was resolved that Sameer Hooda is elected onto the Committee of the Owners Corporation as passed by simple majority votes.

Motion carried by simple majority

13.8. Committee Member 8
RESOLUTION: It was resolved that Anthony Bonanno is elected onto the Committee of the Owners Corporation as passed by simple majority votes.

Motion carried by simple majority

14. Other business (for discussion only):

14.1-Armstrong Mt Duneed OC Map: Members requested an aerial map or illustration showing the areas covered under the Owners Corporation. Members acknowledged that while Villawood undertook the development of the broader Mount Duneed area, not all lots within Mount Duneed form part of this Owners Corporation. Anthony from Villawood will provide the map, and the Manager will distribute it to all owners via the newsletter and upload it to the community app. The Manager to organise for a sign of the Armstrong Mt Duneed map to be displayed near the Club Office for members' reference.

14.2 – Food Truck Parking: A member raised concerns that the food trucks were blocking access to the car park a few days prior, which restricted members from accessing parking spaces during peak hours. The Manager was asked to contact the Club Manager to enquire about this arrangement. Some members also suggested that the food truck operators use the rear car park near the park instead of the section closer to the school.

Post-Meeting Note:
The Manager has consulted with the Club Manager, who confirmed that the food truck vendors are unwilling to utilise the rear car park, as the reduced visibility significantly affects their trade. Several vendors have indicated that they would withdraw from the program if required to relocate to that area. In light of this and considering the community benefit provided by the food trucks, the current arrangement will remain in place. However, should the Committee form a different view, or if substantial concerns are raised by the community, the Owners Corporation may need to instruct the vendors to relocate. It should be noted that, in such circumstances, the vendors may choose to discontinue their participation.

14.3 – Tennis Court Maintenance: A member noted that the matting around the tennis court and general upkeep required attention. The Manager advised that this matter will be reviewed and actioned in due course and thanked the member for bringing it to our attention.

15. Close of Meeting
Meeting closed at 8:55 PM.

Owners Corporation Manager's
Annual General Meeting Report

Client: Armstrong Mt Duneed Owners Corporation

O/C No. 1

Plan of Subdivision: PS709524N

Reporting Period: 01 10.2025 to 30.09.2026

This report is compiled to provide owners with an overview of the managers' activities during the reporting period and includes details of our professional indemnity insurance that is held pursuant to section 119(5) of the Owners Corporations Act 2006.


BUSINESS LICENSING AUTHORITY

Certificate of Registration

Owners Corporation Manager

Quantum United Management is a registered Owners Corporation Manager with the Business Licensing Authority as required under the Owners Corporation Act 2006.
Registration No.: 000104



Professional Indemnity Insurance:
Quantum United Management retains a current Professional Indemnity Insurance policy that meets the requirements of cover required under section 119(5) of the Owners Corporation Act 2006 and Section 10 of the Owners Corporation Regulations 2018:

Name of Company:	Chubb Insurance Company of Australia
Policy Number:	93310726
Type of Policy:	Professional Indemnity Insurance
Public Liability Amount:	$5,000,000 any one claim $10,000,000 Each Policy Period
Renewal Date:	23/02/2027

Owners Corporation Overview

Armstrong Mt Duneed is a thriving community of 1,849 residential lots. Club Armstrong is a key shared facility on common property, for which the Owners Corporation is responsible, including management, maintenance, compliance and daily operations.

Our management team works with the OC Committee and Club Armstrong staff to manage the facility for all owners. On settlement, lot owners automatically become Owners Corporation members under the OC Act 2006 and must pay approved OC fees. At the 2026 Annual General Meeting, owners will review and approve the proposed annual budget and quarterly contributions, which fund common property operations, repairs, maintenance, staffing, compliance, insurance and utilities.

Operations and Management

Since the 2025 Annual General Meeting, the Committee has actively overseen Armstrong Mt Duneed' s daily operations, including Club Armstrong, finances, maintenance planning, compliance and resident improvements. Six formal meetings, regular emails, ballots and operational follow-up supported timely decisions.

The Committee reviewed and progressed facility works, pool and filtration planning, gym and recreation improvements, financial reporting, arrears recovery, safety and compliance, community programs, common property management and long-term asset planning.

Completed Items

- **General repairs and maintenance** – Repairs and maintenance were completed across the Club, including doors, lighting, plumbing, pool areas, security monitors, the BBQ gate, outdoor umbrellas, the bike pump, exterior windows and other general building repairs.
- **Pool equipment** – Two new automatic pool vacuums were purchased and installed as the previous vacuums malfunctioned.
- **Safety and compliance** – The Building Safety Audit, annual test and tag of all appliances, updated evacuation diagrams, safety line marking and final safety-report actions were completed.
- **Security upgrades** – Additional duress buttons were installed, and repairs were completed to the security monitors, cameras, access-control system and intercom.
- **Facility improvements** – The Acacia Room was refreshed with a new coat of paint. The previous artwork was donated through a men's mental health programme in June, and artwork from the 2025 Clicktober event was displayed on the newly painted wall. The Committee also added roll-out blinds, a cinema projector for more movie nights and a new sofa to make the room more comfortable and welcoming.

- **Tennis Courts** – The tennis courts were resurfaced in September 2026, with new line markings added for pickleball and basketball. Residents have shared positive feedback, welcoming the wider choice of games and more opportunities to enjoy the facility.

- **Grevillea kitchen upgrade** – The Committee recognised that the Grevillea kitchen's basic layout and limited features could be improved to better meet residents' needs. A local contractor completed the upgrade, adding a larger fridge, a kitchen island for organising and preparing food, additional storage cupboards, a microwave, an oven, a dishwasher and a new Zip tap. These changes provide more space for food preparation and storage, making the kitchen more practical for residents to use. We warmly encourage residents to visit, explore the upgraded kitchen and enjoy the new features.
- **Gym improvements** – Gym equipment was serviced and worn padding replaced to keep the gym comfortable and well maintained for residents. Additional attachments, weights, scales and training equipment were also added, giving residents more options for their workouts. Looking ahead, the Committee is considering upgrading the cardio equipment over the next year, as the current machines are more than four years old. All machines will be assessed before the Committee decides which upgrades to pursue, with the aim of providing modern equipment that supports residents' fitness needs.
- **Community programs** – The range of resident programs continued to grow, offering more ways to stay active, try something new and connect with neighbours. Activities included Tabata, Cardio Boxing, Standing Yoga Chair, Teen Gym, Burn & Bond Fitness, Kinder Gym, Line Dancing, Afternoon Pilates, QFit personal Training and school-holiday activities. Together, these programs offer a mix of fitness, movement and recreation for different ages and interests. The activities will continue into the new year, with the possibility of adding further classes to give residents even more choice. Residents are warmly encouraged to explore the programs and join in with activities they enjoy.
- **Gym mirror repair and protection** – The damaged gym mirror was repaired, and a protective check plate was installed to reduce the risk of recurring damage.

Ongoing Items and Current Updates

- **Pool and plant room upgrade** – The Committee has approved converting the current chlorination system to saltwater chlorination and replacing the sand filter media with premium glass media. The works will cost approximately $117,000, funded from the Maintenance Fund. Unlike conventional systems that rely on added chlorine products, a saltwater chlorinator produces chlorine from salt dissolved in the pool water. This can reduce reliance on purchased chlorine and provide a steadier supply when correctly operated. Saltwater pools still contain chlorine and require regular testing and water balancing; the change does not automatically mean lower chlorine levels. Compared

with sand, premium glass media can capture finer particles, helping improve water clarity. It may also require shorter or less frequent backwashing—the process used to clean the filter—reducing water loss and the need to replace chemicals lost with that water. Performance depends on the selected product and operating conditions. Together, the upgrades aim to provide clearer, well-balanced water and a more pleasant swimming experience for residents.

- **Infrared saunas** – Two three-seater infrared saunas have been approved, with power, outdoor shower works, access control and privacy and final installation still to be completed in the following months.

BUSINESS ADMINISTRATION & FINANCE:

Lot Status Report:

Total Number of Lots: 1849

Activity on the Plan of Subdivision

There were 70 new lots added onto the plan of subdivision during the reporting period.

Finance Operations

YTD Accounts

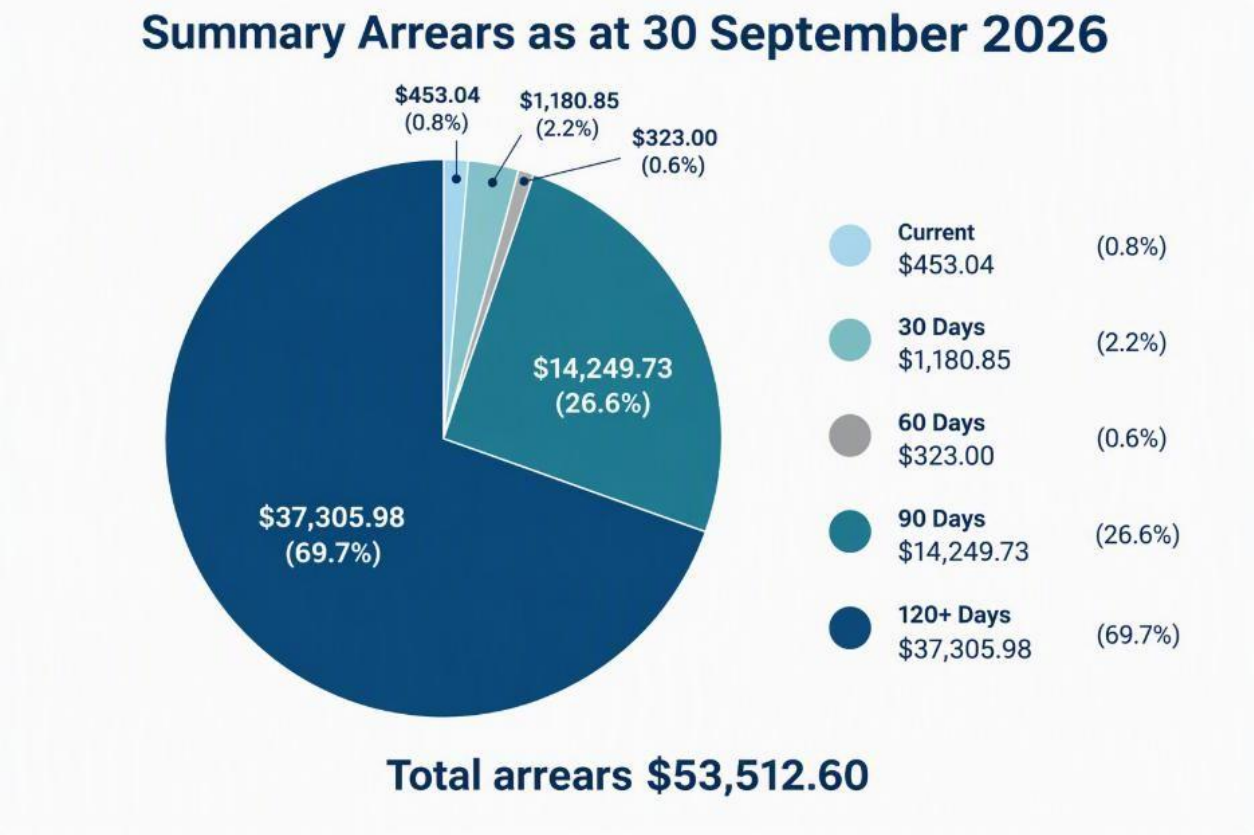
Full detailed Financial Statements are included with the Agenda. Members are invited to raise any specific questions with the Manager prior to the meeting so these can be considered and considered responses provided at the meeting.

The financial year ended 30.09.2026 resulted in a surplus for the Administrative Fund of $91,187.81 and a surplus within the Maintenance Fund of $20,901.96

The Owners Corporation is in a sound position with closing balances of $674,933.38 within the Administrative Fund and $447,999.83 within the Maintenance Fund.

Arrears

The accounts reflect a total arrears amount of $53,512.60 as of 30 September 2026. Most arrears sit in the 120+ days and 90+ days category. These older arrears make up the largest portion of the outstanding balance and remain a key focus for ongoing recovery action. The remaining arrears that are comparatively lower are constantly monitored by the team, with regular follow-up and managing that the recovery action is in line with the Owners Corporation process. We aim to reduce long-term arrears and maintain fair contribution from all owners.



There are currently 13 lots in various stages of debt recovery. 10 lots are internally managed by QUM, and 3 lots are with the debt collection team.

VCAT Fee Recovery

Quantum United Management implements a debt recovery process where members are provided ample communication and a reasonable and fair opportunity to settle financial matters prior to the accrual of interest, or an application to VCAT for fee recovery.

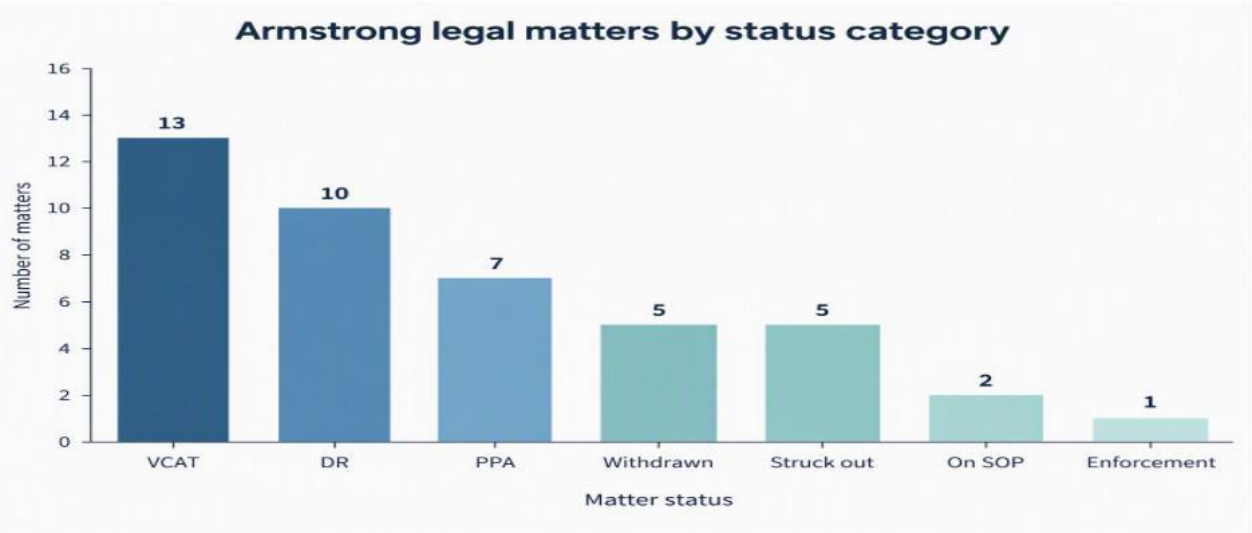
The proactive attempts of communication detailed in the steps above – calls, SMS and emails are provided by Quantum United as a service and courtesy to residents in our communities. The only communication required under the Owners Corporations Act 2006 is for the Owners Corporation to issue a Fee Notice and Final Fee Notice.

Number Lots that have had VCAT applications for Fee recovery lodged during the reporting period is 13.

Payment Plans and Owners in Financial Difficulties

It is acknowledged how challenging and stressful it can be for owners experiencing financial challenges during a period of financial difficulties. Therefore, we do provide owners with the ability to enter payment plans with the Owners Corporation.

Owners can apply either directly with the Manager or via Quantum United's website. As of the reporting period, we have 7 active and ongoing payment plans.



Proposed Budget

The proposed budget for the coming period is predominantly similar to the prior year aside from the following differences:

- Community Events Budget increased to $100,000 from $80,000
- Pool Works budgeted for $120,000 in Maintenance Fund as we have the chlorinator system and media filters changed.
- Allowance for Capital works throughout the year
- Allowance for possible gym cardio equipment upgrade.

Annual Fees

The proposed budget reflects that the annual fees for a standard residential lot are proposed to remain the same at $990.00 Incl GST

Maintenance Fund Report – Tier 1 OC

As this Owners Corporation has over 100 lots in its plan of subdivision, it is a Tier 1 owners corporation pursuant to the Owners Corporations Act. As a result of being a Tier 1 owners corporation, the O/C must have a Maintenance Plan and a Maintenance Fund setup to plan for future maintenance costs of a capital nature to common property buildings/structures and all other areas the owners corporation is responsible for.

The O/C currently has Maintenance Plan in place that is available for viewing on the community website/app. The Maintenance Plan forecasts anticipated expenditure and income to cover the maintenance to common property for the report period. These reports should be updated every 5 years.

Maintenance Fund Breakdown for the financial period:

Balance at the end of the Financial Year(30/09/2026):	$447,999.83
Income for the Financial Year 2026/2027:	$79,900.00
Anticipated expenditure for the Financial Year 2026/2027:	$190,000.00
Breakdown of Expenditure:	
Gym equipment replacement	$60,000
General Replacement	$10,000
Pool works	$120,000

INSURANCE RENEWAL

The Strata Insurance Policy for OC Plan: PS709524N was renewed on 01.12.2025. The Certificate of Currency and the PDS is available on your community app. Below is a breakdown of the policy's renewal invoice with comparison from last year:

Insurance	**Current Year**	**Last Year**
Building Sum Insured	$9,000,000.00	$8,375,000.00
Base Premium Gross	$21,962.93	$30,087.52
UW Levy	$150.00	$150.00
Fire Levy	$0.00	$0.00
GST	$2,650.56	$3,098.68
Stamp Duty	$2,415.94	$3,309.64
Broker Fee	$4,392.59	$749.16
TOTAL ISURANCE COST Incl GST	**$31,572.02**	**$37,395.00**

GOVERNANCE & COMPLIANCE

Part 10 Dispute Resolution Report

Number of complaints made under Division 1 of Part 10 of the Owners Corporations Act 2006:	NIL
Nature of complaints:	None
Number of complaints on which action was taken:	NIL
Nature of matter in respect of action being taken:	None
Number of matters in which an application was made to VCAT (Victorian Civil and Administrative Tribunal):	NIL
Nature of matters in which an application was made to VCAT:	None

Outcome of matters in which an application was made to VCAT:	NIL

Community Presentation and Compliance Overview

Regular inspections help keep Armstrong Mt Duneed tidy and welcoming, while helping owners and residents understand their responsibilities under the OC Rules. Many issues have been resolved, and outstanding matters are followed through clear communication, guidance, and fair process. This shared effort helps maintain the community's appearance.



Committee Members:	Ingrid Carpenter	Will Nickholds
	Sameer Hooda	Mac Pattinson
	Belinda Huxhagen	Mitch Trounce
	Beryl McMillan	Glenn Waters
Elected Chairperson:	Mitch Trounce	
Elected Acting Chairperson:	NIL	
Number of meetings held:	5	
Resignations:	1 - Anthony Bonano	
Casual vacancies that were filled:	1 – Will Nickholds	
Location of Committee Minutes:	Armstrong Mt Duneed Community App	

Working Groups

- **Events Working Group** –Belinda Huxhagen, Beryl McMillan, Ingrid Carpenter, Kylie Maclennan and Jodie Potter
- **Finance Working Group** – Mitch Trounce, Sameer Hooda & Mac Pattinson

COMMUNICATION:

The Owners Corporation uses digital, written and in-person channels to keep owners informed and engaged. These include:

- eBulletins,
- Club and operational notices;

Website Engagement Dashboard

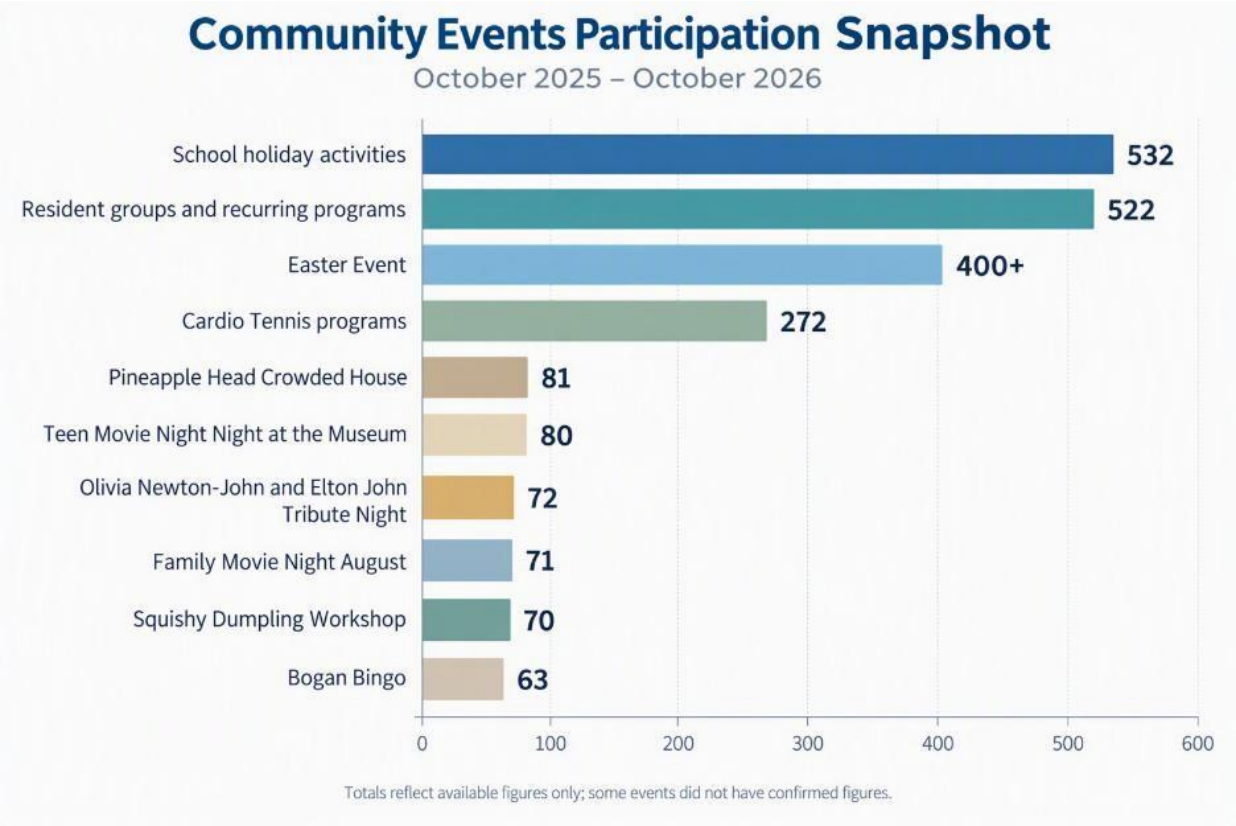
Overall, the analytics support the communication narrative by showing that owners are actively using the community app as both a quick-reference tool and a source of more detailed information. The combination of high pageviews, repeat sessions, broad unique reach and steady downloads demonstrates that digital communication is helping maintain visibility of operational updates, governance information, facility notices and community initiatives.



COMMUNITY EVENTS:

Community engagement remained strong throughout the reporting period, with consistent participation across a broad range of resident activities and events. The program helped strengthen social connections, encouraged greater use of the club facilities, and provided residents with regular opportunities to come together in a welcoming and inclusive environment. The mix of family-friendly activities, social gatherings, wellness programs and resident-led groups supported participation across different age groups and

interests, reinforcing the club's role as a central community hub for Armstrong Mt Duneed.


















OTHER ITEMS:

END-OF-YEAR ADDITIONAL SERVICES INVOICING:

We want to ensure we are proactive and transparent with our committees around any additional services costs. The following report includes a breakdown of additional billable services we have provided this financial year.

NOTE: While these items are billable for additional services under our Contract of Appointment, Quantum, may at our discretion elect not to charge – these items are noted below as ***"Complimentary – no charge".***

Additional Service Items	Status	Hours	QUM Notes
Nil			

Compiled by:





Shyam Mahesh

Client Manager

Quantum United Management

CLUB ARMSTRONG
MOUNT DUNEED
QUANTUM CM SOLUTIONS
ANNUAL REPORT

OCTOBER 2026

Contents

THE CLUB ARMSTRONG TEAM 2

A YEAR IN REVIEW 3

SUMMARY 4

COMMUNITY HIGHLIGHTS 4-6

CLUB MAINTENANCE 7

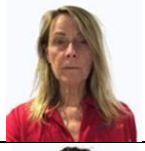
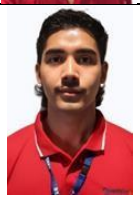
THE YEAR AHEAD 8

WHO WE ARE 9

Quantum CM Solutions (QCMS) is proud to have managed Club Armstrong for the past year on behalf of the committee and its community. We take pride in the high standards achieved, ensuring the facility remains safe, well-presented, and a true community hub for residents. QCMS looks forward to continuing to create a ***vibrant and connected Armstrong Community***.

Jodie Potter **Resident Club Manager**		**Cam Giles** **Operations Manager**	

THE CLUB ARMSTRONG TEAM

	**Jodie** **Resident Club Manager**	I have had 20 years' experience in the health, fitness and leisure industry and bring a wealth of knowledge and passion to Club Armstrong. My background includes managing public leisure centres with a variety of facilities, such as stadiums, pools gyms, group fitness programs, cafes, childcare & more. I am dedicated to creating memorable programs for residents.
	**Adam** **Resident Club Assistant Manager**	I am a friendly and approachable person who is passionate about fitness and nutrition. With a bachelor of Sports Nutrition, I love learning and sharing my knowledge about how food fuels performance and wellbeing. I enjoy staying active in all kinds of training, love a good chat, and if you see me around, don't be shy, come and say hello!
	**Sharon** **Resident Club Assistant**	Working and living near the coast is a privilege, and meeting the incredible residents that come into the club and building a rapport with them has been a highlight, as well as working with some amazing people over the years.
	**Alex** **Resident Club Assistant**	You will mostly find me around the gym, either running group fitness classes or working in the office in the afternoon. I would probably call myself a bit of a gym junkie, so if you have any fitness questions or just want to chat about workouts, feel free to hit me up! I am currently studying for a Commerce Degree, so juggling study and sets is my kind of thing.
	**Enrique** **Resident Club Assistant**	I'm studying Exercise and Sport Science and have a background in personal training with a Cert IV in Fitness. I've got a big passion for health, sport, and fitness — and footy is a huge part of my life too. I really enjoy helping people get the most out of their training and feel good about themselves, whether that's in the gym or out on the field. I'll be around the office, as well as roaming around the facility — so feel free to come and have a chat anytime!
	**Tali** **Resident Club Assistant**	I'm currently studying Osteopathy. I'm super passionate about calisthenics (the dance-style kind!) and have been doing it since I was 3. I love both performing and coaching and helping others build confidence through movement. When I'm not training or coaching, you'll find me at the gym, doing yoga, going for beach walks, or planning my next travel adventure.
	**Summer** **Resident Club Assistant**	Bringing my love for people, good energy, and an active lifestyle into everything I do. When I'm not at the club, you will usually find me in the gym, staying fit, or soaking up the sun at the beach. I am also a proud Husky owner, so exploring the outdoors is a big part of my world.
	**Eliza** **Resident Club Assistant**	I'm a big fan of exercise and sport, so when I'm not at work, you'll probably find me at the gym or rowing on the Yarra with my crew. I'm passionate about helping people find and develop their love for fitness, whether you're new to the gym or been going for years, I'm happy to help

A YEAR IN REVIEW

OCT 2025 – SEP 2026

SUMMARY

Over the past year, **Quantum CM Solutions (QCMS**) has maintained a strong focus on community engagement, facility upkeep, and resident satisfaction. A vibrant calendar of events—including family favourites such as Christmas, Halloween, and Easter celebrations—alongside more weekend and evening events, encouraged strong participation and connection within the community. School holiday programs and a wide range of engaging competitions for all ages further enhanced involvement, creating meaningful opportunities for residents to come together and enjoy shared experiences.

Examples of some of the (*) new and well-loved classes, programs and activities run throughout the year for residents to enjoy:

GROUP FITNESS CLASSES	ACTIVITIES, EVENTS & Resident Run Programs	COMPETITIONS
Mindful Bodies Chair Yoga	Philosophy Culture Chat Group	Halloween-Guess how many candy in jar
Zumba	Chess Club	Christmas Colouring Competition
Mat Pilates	Parents Group	AFL Footy Tipping Competition
Old School Sweat Session	Craft & Chat	Easter Colouring Competition
Gym 101 Fitness Class	Table Tennis Club	Easter-Guess how many eggs in a jar
Morning Pilates	Pickleball Sundays	Push Up Challenge
Mat Yoga	*Carpet Bowls	*Armstrong On the Move Step Challenge
Mum Moves (family)	School Holiday Craft Days	*Villawood Colouring Competition
Stretch & Bond Yoga (family)	*School Holiday Junior Chess	
Gym 101 - Intro for Newbies	*School Holiday Junior Table Tennis	
*Senior Cardio Tennis	School Holiday Activity/Games Days	
*Junior Cardio Tennis	*School Holiday Karaoke Dance Party	
*Cardio Boxing	School Holiday Junior Bootcamp	
*Tabata Fitness	*School Holiday Dance Calisthenics	
*Burn & Bond (family)	*8-Week Line Dancing Classes	
*Teen Gym	*8-Week Meditation Series	
*Standing Chair Yoga	*Free Monkey Mind Workshops	
*Afternoon Pilates	*School Holiday Movie Days/Nights	
*Line Dancing	*School Holiday Family Line Dancing	
*Kinder Gym	*Cryptic Crossword Class	

At QCMS, residents are at the heart of everything we do. We, along with your committee are committed to delivering a welcoming, professional, and enjoyable experience at Club Armstrong Mount Duneed. With steady growth in the community enjoying the club and high participation in Group Fitness Classes, Activities, Events and Programs, 2025–2026 was a year full of progress and connection, including implementing the long-awaited Personal Training Program with QFit, Club Armstrong Mount Duneed continues to stand as a safe, well-presented, and vibrant hub for the community.

Inducted Residents	
Inductions completed:	455
Inducted Owners**: running total*	2360
Inducted Tenants: **running total*	280
All Inducted Residents:	2640
Bookings	
Function Room:	57
Tennis Court:	2739
Waratah Activity Room:	1051
Hakea Shared Meeting Room:	580
Onsite Team Appointments:	512
Club Usage – Average per month	
Gym:	5639
Pools:	2563
Parents Lounge	348

COMMUNITY HIGHLIGHTS

December 2025 – Christmas Event

The Residents Club came alive with festive cheer as families gathered for a joyful Christmas celebration filled with fun for all ages. The highlight of the day was an energetic performance by the much-loved kids' band, The Mik Maks, who had children up on their feet dancing and singing along with their playful mascots. There was no shortage of excitement, with free ice cream and slushies keeping everyone cool, while face painting transformed little faces into colourful works of art. Families also enjoyed a round of mini golf, a delicious BBQ, and plenty of other activities that kept the smiles going all afternoon. It was a truly magical event that brought the community together to celebrate the spirit of Christmas in a fun and festive way.

March 2026 – Trivia Night

Members came together for a fantastic trivia night filled with energy, camaraderie, and plenty of laughs. The room buzzed with excitement as teams put their knowledge to the test, tackling questions across a wide range of topics. Friendly competition kept spirits high, with cheers, groans, and bursts of laughter echoing throughout the evening. It was wonderful to see everyone so engaged—sharing ideas, celebrating correct answers, and enjoying the thrill of the challenge. All in all, it was a memorable night that perfectly combined fun, friendship, and a healthy dose of brainpower.

April 2026 – Easter Event

The Residents Club was buzzing with excitement as more than 400 people came together to celebrate a fantastic family Easter event. It was a day filled with smiles, laughter, and a true sense of community, as families enjoyed a wide range of activities and treats. Children were delighted with colourful face painting, creative balloon animals, and the much-anticipated Easter egg scramble, which had everyone eagerly joining the fun.

Families also indulged in delicious free Easter buns, a sizzling BBQ, and a variety of drinks, while a coffee van kept the grown-ups happily refreshed throughout the day. Adding to the magic of the occasion was a special visit from the Easter Bunny, bringing joy and excitement to the children. It was a wonderful celebration that brought families together and created lasting memories for everyone involved.

May 2026 – Beatles & Neil Diamond Tribute Night

The Residents Club came alive with music, laughter, and unforgettable memories during our Beatles and Neil Diamond tribute night. From the very first note, the atmosphere was electric as residents, families, and neighbours gathered to celebrate timeless classics.

Residents danced the night away and sang along to all their favourite hits, with smiles and joy filling the room. It was heartwarming to see everyone sharing such special moments side by side. The music brought generations together, creating a sense of connection and community that made the evening truly magical. An amazing evening enjoyed by all, and one that will be remembered fondly for a long time to come.

May 2026 – Bogan Bingo Event

Residents turned out in full force for an evening packed with classic tunes, cheeky fun, questionable fashion choices and plenty of community spirit. From leopard print and footy shorts to denim-on-denim masterpieces, the effort everyone put into dressing up made the night even more memorable.

The bingo itself delivered plenty of laughs, with hilarious calls, singalongs, prizes and a whole lot of friendly competition. Whether you came dressed as a full-blown bogan icon or simply came along for a good time, it was fantastic to see so many neighbours connecting, laughing and enjoying a night out together!!

June 2026 – Pineapple Head - Crowded House Acoustic Event

The Residents Club was full of energy as cover band *Pineapple Head* brought the magic of a *Crowded*

House Acoustic Event to life. The relaxed, intimate setting perfectly complemented the iconic songs, creating a warm and vibrant atmosphere from start to finish.

Residents came together to sing along to much-loved classics, their voices filling the room as neighbours swayed, danced, and shared plenty of memorable moments. The familiar tunes sparked joy and nostalgia, making it impossible not to join in and be part of the fun. It was a fantastic evening of music, connection, and community spirit, with everyone leaving in high spirits after a brilliant night spent with friends and neighbours.

July/August 2026 – Family Movie Nights

The club's recent Family Movie Night was a resounding success, bringing together members of all ages for a fun-filled evening featuring the original Toy Story movie.

Families gathered to enjoy the beloved Pixar classic, with children laughing along to the adventures of Woody and Buzz Light year while parents enjoyed revisiting a favourite movie from their own childhoods. The event provided a wonderful opportunity for families to spend quality time together and connect with fellow members in a welcoming environment.

August 2026 – Olivia Newton-John & Elton John Tribute Night

Residents enjoyed a spectacular evening of entertainment at our *Olivia Newton-John & Elton John Tribute Night*, filled with iconic hits, laughter, and wonderful company.

From classic singalongs to crowd-pleasing dance favourites, the performance had everyone tapping their feet and singing along. Adding to the fun, many residents embraced the theme with creative costumes and colourful outfits, helping to create a vibrant and memorable atmosphere.

It was a fantastic night of music, connection, and celebration, bringing residents together to enjoy the timeless songs of two legendary artists.

CLUB MAINTENANCE

QCMS has consistently upheld a strong commitment to the presentation, safety, and functionality of Club Armstrong Mount Duneed. Through a proactive and well-structured program of preventative maintenance, compliance monitoring, and prompt repairs, the facilities have been maintained to an exceptional standard. This diligent approach not only ensures ongoing compliance with regulatory requirements but also provides residents with a safe, reliable, and well-presented environment to enjoy.

- Regular microbiological testing of the main and resort pools.
- Servicing of all fire equipment.
- Weekly garden maintenance.
- Quarterly vertical wall garden maintenance.
- Quarterly air-conditioning services.
- Morning and evening clean throughout the whole facility.
- Quarterly auto door services.
- Annual Anchor point maintenance.
- Regular elevator services in both buildings.
- Refurbishing the Acacia function room.
- Weekly garden maintenance.
- Painting work internally & externally.
- Quarterly pool boiler services.
- Pool maintenance twice weekly.
- Service for facility spill kits.
- Monthly pest control.
- Annual test and tag for all electrical.
- Annual solar panel service and clean.
- Refurbishing outdoor furniture.
- Annual steam cleaning indoor furniture.
- Pressure washing of the tennis court and concrete areas.
- External building & window cleans.
- Security monitoring.
- Emergency lighting / exit inspection.
- Gym equipment maintenance.

QCMS are always looking at ways to improve the facility, and we implement unscheduled works as required. Unscheduled works such as:

- Upgraded wind screen nets for the tennis courts.
- New bench seats in the changerooms.
- Power to the Banksia Lounge for the new massage chair.
- Damaged fire hydrant repaired.
- Wheel stops and signage installed in the car park.
- Replacing automatic pool vacuums.
- Emergency diagrams updated throughout the facility.
- Pool deck shower door, shortened to fit slip mats under door for safety.
- Pool deck shower handrail installed.
- Lights around the lap pool were replaced.
- Playground equipment dismantled and removed.
- Tennis court net was repaired.
- Extra duress buttons installed around the facility.
- Removing mould and replacing the grout and seal in all changeroom showers.
- Updating the Acacia room with new paint colour, framed prints, sofas, blinds and cinema.
- The exterior wooden gates, fences and deck were all painted.
- Interior painting in the gym, café hallway and changerooms.
- Safety lines were painted throughout the facility.
- Upgrading and extending the kitchen in the Grevillea Room.
- Tennis Courts were painted and relined into multi-courts.
- Various gym equipment repairs.
- Light and dimmer switches were installed in the Grevillea & Waratah Rooms.
- Repairing a leak in the skylight in the main foyer.

FINANCIAL YEAR 2027 (July 2026 – June 2027)

QCMS undertakes a structured annual planning process to set the direction for the year ahead. Central to this is a three-day senior leadership retreat in Torquay, where the QCMS business plan and KPIs are established. From this, tailored Club Plans are developed for each community, aligning QCMS's priorities with the goals of each Committee. This ensures strong partnership and clear alignment, maximising what we can achieve together.

Over the past year, Club Armstrong has continued to grow as a welcoming and vibrant space for residents, with strong participation in community activities and ongoing improvements to the facility. Building on this momentum, the year ahead will focus on further enhancing the club's presentation, activation, and appeal as a central hub for the community.

Goal 1 – Painting and relining Tennis Courts into multi-courts

The use of the tennis courts for junior programs, cardio tennis, bootcamps, circuit training, pickleball, activity days, and other activities has proven highly popular with resident families. In response to growing demand across all age groups, we refurbished and relined the courts to include tennis, pickleball and basketball markings. This has enhanced the community experience and maximise use of the space. This has been evident by the immediate increased bookings.

Goal 2 – Gym Format and Equipment Review

A review of the gym's layout, equipment, and potential expansion into the Zen garden will be undertaken to ensure the facilities continue to meet residents' needs. Recommendations will be developed in line with community preferences, budget considerations, and industry standards, ensuring the gym remains a valuable and well-utilised space.

Goal 3 – Upgrading the Pools & Plantroom Equipment

QCMS and the committee are investigating the potential to upgrading of both pool plant rooms to salt chlorination, installing new dosing and management equipment, and converting both pools to a mineral system. This approach will eliminate the need to store up to 250L of chlorine on-site each week, remove the use of toxic filter media, and generate chlorine naturally from salt. As a result, it significantly reduces the risks associated with handling and storing chemical chlorine on-site.

Goal 4 – Installing Infrared Sauna

Two Infrared saunas were selected for installation, the addition of a sauna to our facility will provide a meaningful investment in resident wellbeing, enhancing the club's wellness offerings while promoting relaxation, recovery, and a healthier lifestyle for our community.

Together, these initiatives will build on the strong foundations already in place, ensuring Club Armstrong remains a well-presented, engaging, and connected space that brings residents together.

WHO WE ARE

Quantum CM Solutions is a specialist residential club management company with a sole focus on large-scale master-planned communities. For over four years, we have partnered with committees, contractors, and residents to deliver high-quality facilities, exceptional service, and vibrant community experiences.

We provide tailored management for each community, combining industry expertise with a personalised approach. Our services include residents club operations, event planning and activation, and member relations and communication.

QCMS is fully licensed, insured, and committed to best practice, ensuring our clubs remain safe, well-presented, and engaging. Guided by the Quantum Group's vision of ***creating vibrant and connected communities*****,** we strive to be the most trusted and sought-after provider of residential club management.

Through our proactive engagement, innovative platforms like Q-Clubs, and ongoing support for our dedicated teams, we continue to connect residents, activate clubs, and strengthen the communities we serve.

Armstrong Owners Corporation

Chairperson's Report – 2026 Annual General Meeting

It has been a productive year for the Armstrong Owners Corporation, with a strong focus on bringing our community together, improving our facilities and carefully managing our finances. It has been a pleasure to serve as Chairperson and work alongside a committee committed to ensuring Club Armstrong continues to be a welcoming and well-maintained community hub.

Our committee and working groups

This year's committee comprised Belinda Huxhagen, Beryl McMillan, Glenn Waters, Ingrid Carpenter, McFarlane (Mac) Pattinson, Sameer Hooda and myself, Mitch Trounce, together with Villawood representatives Anthony Bonanno and Will Nickholds.

Two working groups supported the committee throughout the year:

- **Events Working Group:** Belinda, Beryl, Ingrid and Anthony, who worked with the club management team to support events and activities.
- **Finance Working Group:** Sameer, Mac and myself, who focused on the budget, expenditure and ongoing financial sustainability of the Owners Corporation.

Thank you to all committee and working group members for volunteering your time, sharing your experience and keeping the best interests of residents at the centre of our decisions.

Bringing our community together

A key priority this year was to encourage greater use of Club Armstrong through more events, classes and group sessions. From the feedback received, this has been a great success.

These activities provide opportunities for residents to meet their neighbours, build friendships and make the most of the facilities available to them. It has been pleasing to see the club continuing to fulfil its purpose as a hub for our community.

The range of events and activities has continued to broaden over the past year. Members receive two newsletters each month, along with occasional special announcements, all of which are available through the app. I encourage all members to check the app regularly to discover the opportunities available and get involved.

Maintaining and improving our facilities

Alongside this focus on participation, the committee has supported several improvements to the facilities:

- **Painting:** Extensive painting, both inside and outside the buildings, has refreshed the facilities and has the club looking in top shape.
- **Grevillea Function Room kitchen:** New kitchen facilities have improved the room's functionality for events and gatherings.

- **Sports court refurbishment:** The tennis court surface has been refurbished, with new line marking accommodating additional sports, including pickleball, basketball and netball.

Further improvements are scheduled:

- **Pool filtration and chlorination:** An upgrade will replace ageing infrastructure, substantially improve water quality and reduce the ongoing maintenance burden.
- **New saunas:** Works have been scheduled, and we look forward to residents enjoying these facilities once installation is complete.

These investments help ensure the club remains enjoyable to use and practical to maintain.

Budget and owners corporation fees

The committee has set this year's budget with **no increase in fees**, which will remain at **$990 per annum, including GST**. This is the same amount charged when the facility opened more than ten years ago.

Maintaining fees at this level has been possible predominantly because the estate has grown, increasing the number of lots contributing to the operation and upkeep of the club.

As the development approaches completion, that growth in contributing lots will come to an end. With operating, maintenance and replacement costs continuing to rise, levy increases are likely to be necessary in future years. While there is no increase this year, it is important that owners understand this changing financial position as we plan for the club's longer-term needs.

Acknowledgements

On behalf of the committee, I thank **Quantum United Management** for managing our Owners Corporation, particularly Shyam for coordinating meeting agendas and minutes and helping ensure compliance with the Owners Corporations Act.

We also thank **Quantum CM Solutions**, particularly Jodie, Adam and the wider team, for their proactive approach to making Club Armstrong the community hub it was designed to be. We appreciate their ongoing efforts to find ways to improve the experience for all residents.

Thank you to our residents for your participation and support, and especially to those who pay their fees on time. Prompt payment helps us meet our commitments and maintain the facilities we all share.

Finally, I encourage anyone passionate about our community to consider nominating for the committee. It is a rewarding way to give back, meet other residents and help shape the future of Club Armstrong.

Mitch Trounce
Chairperson
Armstrong Owners Corporation

OWNERS CORPORATION 709524N
ARMSTRONG 1/101 UNITY DRIVE, MOUNT DUNEED

FINANCIAL REPORT
FOR THE YEAR ENDED
30 September 2026

OC NO 709524N

Income Statement – Administration Fund for the Year Ended 30 September 2026

	Notes	2026 $	2025 $
Income			
Fee Income		1,547,949	1,483,840
Interest Received		20,427	14,986
Other Income		17,202	20,936
Expenses			
Administration Fees		(184,560)	(162,193)
Cleaning		(118,017)	(181 ,585)
Leisure Centre Management		(373,385)	(294,391)
Legal Costs		(11,129)	-
Management Fees		(304,465)	(281,260)
Insurance		(28,921)	(34,581)
Security		(44,224)	(22,592)
Gym Equipment Lease		(13,655)	(52,408)
Gym Special Project			-
Replacement and Improvements		(87,178)	(5,515)
Repairs and Maintenance		(164,476)	(155,391)
Utilities		(159,510)	(184,548)
Surplus before tax		96,058	145,586
Income tax expense		(4,870)	(2,817)
Surplus for the year	4	91,188	142,769

The accompanying notes form part of these financial statements

Income Statement – Maintenance Fund for the Year Ended 30 September 2026

	Notes	2026 $	2025 $
Income			
Fee Income		73,946	69,562
Interest Received		10,151	14,738
Expenses			
IT Systems & Equipment		-	(13,193)
Tennis Court Repairs		-	(2,065)
Plumbing and Drainage		-	(1,221)
General Replacements		(22,427)	-
Painting		(34,498)	-
Pool Works		(6,270)	-
Surplus before tax		20,902	67,821
Income tax expense		-	-
Surplus for the year	5	20,902	67,821

The accompanying notes form part of these financial statements

OC NO 709524N

Balance Sheet
as at 30 September 2026

	Notes	2026 $	2025 $
Current Assets			
Cash and Cash Equivalents	2	1,356,880	1,211,563
Receivables		52,676	57,892
GST and Payg Tax Instalment		29,660	21,621
Total Current Assets		1,439,216	1,291,076
Total Assets		1,439,216	1,291,076
Liabilities			
Payables	3	48,160	46,306
Deposit Received- Bond Function Room		2,426	2,200
Fees Paid In Advance		265,697	231,727
Total Liabilities		316,283	280,233
Net Assets		1,122,933	1,080,843
Owners' Funds			
Owners Funds – Admin Fund	4	674,933	583,745
Owners Funds – Maintenance Fund	5	448,000	427,098
Total Owners' Fund	6	1,122,933	1,080,843

The accompanying notes form part of these financial statements

Notes To and Forming Part of the Financial Statements for the Year Ended 30 September 2026

Note 1: STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

This financial report is a special purpose financial report prepared for the benefit of the members of Owners Corporation NO. 1 709524N ("the Corporation"), in order to satisfy the financial report preparation requirements of the *Owners Corporations Act 2006*. The Owners Corporation Manager has determined that the *Corporation* is not a reporting entity.

Basis of Preparation

The financial report has been prepared on an accruals basis with the exception of insurance expense which is recognised as being incurred on the date of purchase invoice, interest income which is recognised when received. Accordingly, the financial report does not adjust for the potential prepaid or accrued component of the insurance expense, nor interest receivable at balance date. The accounting policies set out below have been consistently applied, unless otherwise stated.

a. Revenue

Fees income is recognised when the right to receive payment has been established.

Interest income is recognised when received.

All revenue is stated net of goods and services tax (GST).

b. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at-call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts.

c. Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of associated GST, unless the GST incurred is not recoverable from the taxation authority. In this case it is recognised as part of the cost of acquisition of the asset or as part of the expense.

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the taxation authority is included with other receivables or payables in the balance sheet.

d. Income Tax

Contributions are not assessable income to the Corporation under the mutuality principle. Other income is assessable at the prevailing corporate income tax rates.

e. Receivables

A receivable is recognised for fees in arrears at balance date. When debts are known to be uncollectible, they are written off by reducing the carrying amount directly.

f. Trade and Other Payables

Trade accounts payable including accruals not yet billed are recognised when the Corporation become obliged to make future payments as a result of a purchase of assets or services. Trade accounts payable are unsecured and generally settled within agreed supplier terms.

Notes To and Forming Part of the Financial Statements for the Year Ended 30 September 2026

Note 1: STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES – (Cont'd)

g. Maintenance Fund

The maintenance fund accumulates fees for the purpose of specified future capital expenditure such as repairs and maintenance.

The activities of the maintenance fund are accounted for separately in the income statement given its specific purpose. As the activities are accounted for on an accruals basis, the balance of the reserve may differ from the corresponding bank balance.

Other repairs are recognised on the income statement-administration, as repairs and maintenance expense.

Notes To and Forming Part of the Financial Statements for the Year Ended 30 September 2026

	Notes	2026 $	2025 $
Note 2: Cash and Cash Equivalents			
Cash at bank – administration		456,269	544,400
Cash at bank – maintenance		119,271	112,007
Cash at bank- Fixed term deposits- administration		445,447	552,765
Cash at bank- Fixed term deposits = maintenance		333,502	
Petty Cash		2,391	2,391
		1,356 880	1,211,563
Note 3: Payables			
Creditors		48,160	46,306
		48,160	46,306
Note 4: Owners Funds – Admin Fund			
Opening Balance		583,745	440,976
Surplus for the year		91,188	142,769
Closing balance		674,933	583,745
Note 5: Owners Fund - Maintenance Fund			
Opening Balance		427,098	359,277
Surplus for the year		20,902	67,821
Closing balance		448,000	427,098
Note 6: Owners Funds			
Opening balance		1,010,843	800,253
Surplus for the year – admin fund		91,188	142,769
Surplus for the year – maintenance fund		20,902	67,821
Closing balance		1,122,933	1,010,843

Note 7: OWNERS CORPORATION MANAGER DETAILS

The principal place of business of the Owners Corporation Manager is:
Quantum United Management Pty Ltd
Suite 12, Level 2, 100 Overton Road, Williams Landing
Melbourne Victoria, 3027

OWNERS CORPORATION NO. 709524N

OWNERS CORPORATION MANAGER'S DECLARATION

The Owners Corporation Manager Owners Corporation No.709524N has determined that the Corporation is not a reporting entity and had determined that this special purpose financial report should be prepared in accordance with the accounting policies described in Note 1 to the financial statements.

The Owners Corporation Manager declares that:-

The financial statements, comprising the income statement and balance sheet, and accompanying notes, are prepared in accordance with the Owners Corporations Act 2006 and:

(i) comply with the accounting policies as described in Note 1 to the financial statements; and

(ii) give a true and fair view of the Corporation's financial position as at 30 September 2026 and of its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements.

Owners Corporation Manager – Shyam Mahesh



Quantum United Management Pty Ltd

Date: 02/11/2026

STANNARDS

Independent Audit Report
To the Members of Owners Corporation No. 709524N ('Armstrong')

Report on the Financial Report

We have audited the accompanying financial report of Owners Corporation No.709524N (the "Corporation") which comprises the balance sheet as at 30 September 2026, the income statement and a summary of significant accounting policies and other explanatory notes.

Committee Members' Responsibility for the Financial Report

The committee members of the Corporation are responsible for the preparation and fair presentation of the financial report and have determined that the accounting policies described in Note 1 to the financial statements, which form part of the financial report, are appropriate to meet the requirements of the Owners Corporation Act 2006 and are appropriate to meet the needs of the members. The committee members' responsibility also includes establishing and maintaining internal control relevant to the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making estimates that are responsible in the circumstances.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial report based on our audit. No opinion is expressed as to whether the accounting policies used, as described in Note 1, are appropriate to meet the needs of the members. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness if the entity's internal control. An audit also involves evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the committee members, as well as evaluating the overall presentation of the financial report.

The financial report has been prepared for distribution to members for the purpose of fulfilling the committee members' financial reporting requirements under the Owners Corporation Act 2006. We disclaim any assumption of responsibility for any reliance on this report or on the financial report to which it relates to any person other than the members, or for any purpose other than that for which it was prepared.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

In conducting our audit, we have complied with the independence requirements of the Corporations Act 2001. We confirm that the independence declaration required by the Corporations Act 2001, provided to the committee members would be in the same terms if provided to the committee members as at the date of this auditor's report.

Auditor's Opinion

In our opinion the financial report of the Corporation is in accordance with the Owners Corporation Act 2006, including:
a. giving a true and fair view of the Owners Corporation financial position as at 30 September 2026 and of its performance for the year ended on that date in accordance with the accounting policies described in Note 1; and
b. complying with Australian Accounting Standards to the extent described in Note 1.

Stannards Accountants and Advisors

Michael B Shulman
Partner
Date 17 March 2026

Quantum United Management
Proposed Budget for Owners Corporation 709524N

ARMSTRONG MT DUNEED, 1/101 Unity Drive MOUNT DUNEED

Prepared by Quantum United Management (ABN 12 118 344 880)
Suite 12, Level 2 100 Overton Rd WILLIAMS LANDING VIC 3027 Ph 03 8360 8800 Fax

Administrative Fund	Proposed Budget (01/10/2026-30/09/2027)	Current Actual (01/10/2025-30/09/2026)	Current Budget (01/10/2025-30/09/2026)
Income			
Fee Recovery Costs	$0.00	*$10,707.40*	*$0.00*
Interest on Investments--Admin	$17,000.00	*$16,241.83*	*$5,000.00*
Interest on Overdues	$0.00	*$4,184.69*	*$0.00*
Owners Corporation Fee Income	$1,584,200.00	*$1,547,948.70*	*$1,528,107.63*
Recoveries--Breach	$0.00	*$95.00*	*$0.00*
Recoveries--Function Room Cleaning	$0.00	*$9,269.09*	*$0.00*
Swipes Key & Remote Fees	$0.00	*$6,400.00*	*$0.00*
Total Admin Fund Income	**$1,601,200.00**	*$1,594,846.71*	*$1,533,107.63*
Expense			
Audit & Accounting Services	$1,500.00	*$1,500.00*	*$1,500.00*
Cleaning	$110,000.00	*$113,054.96*	*$103,000.00*
Cleaning--Materials	$12,000.00	*$9,361.36*	*$12,000.00*
Cleaning--Other	$6,000.00	*$4,869.80*	*$6,000.00*
Community Classes	$60,000.00	*$37,163.18*	*$60,000.00*
Community Events	$100,000.00	*$77,736.34*	*$80,000.00*
Compliance Costs	$58,412.88	*$58,127.03*	*$63,791.77*
Council Rates	$26,856.74	*$25,577.85*	*$24,223.50*
Electrical	$6,000.00	*$7,266.70*	*$5,000.00*
Electricity	$45,000.00	*$33,470.14*	*$66,000.00*
Essential Services	$7,500.00	*$12,749.89*	*$4,300.00*
Essential Services--HVAC	$5,000.00	*$4,068.00*	*$3,500.00*
FM QCMS - Public Holiday services	$5,000.00	*$0.00*	*$0.00*
FM QCMS Additional Services	$59,803.51	*$0.00*	*$0.00*
Facilities Management Services	$313,144.83	*$373,385.12*	*$365,000.00*
First Aid Supplies	$3,000.00	*$2,973.50*	*$1,500.00*
Gas	$60,000.00	*$68,661.42*	*$80,000.00*
General Repairs & Maintenance	$40,000.00	*$27,865.30*	*$40,000.00*
Gym Equipment	$15,000.00	*$13,654.69*	*$20,000.00*
Income Tax	$5,100.00	*$4,568.21*	*$3,000.00*
Insurance--Premiums	$32,000.00	*$28,921.46*	*$40,000.00*
Land Tax	$8,085.00	*$7,350.00*	*$9,000.00*
Landscaping	$40,000.00	*$41,092.51*	*$33,000.00*
Legal & Debt Collection Fees	$12,000.00	*$11,129.95*	*$15,000.00*
Legal Costs	$0.00	*$11,353.93*	*$0.00*
Lift Maintenance Contract	$7,700.00	*$6,863.00*	*$11,000.00*
Locks Keys & Card Keys	$0.00	*$5,986.36*	*$0.00*
Management Fee	$316,980.22	*$304,464.80*	*$325,544.68*
Office Supplies	$8,000.00	*$5,005.20*	*$8,000.00*
Pest/Vermin Control	$3,120.00	*$3,036.43*	*$3,000.00*
Plumbing & Drainage	$5,000.00	*$1,234.82*	*$10,000.00*
Pool Consumables	$15,000.00	*$13,445.32*	*$15,000.00*

Administrative Fund

	Proposed Budget (01/10/2026-30/09/2027)	Current Actual (01/10/2025-30/09/2026)	Current Budget (01/10/2025-30/09/2026)
Pool Maintenance	$32,000.00	*$27,591.23*	*$32,000.00*
Pool Repairs	$3,000.00	*$1,644.86*	*$3,000.00*
Replacements & Improvements	$50,000.00	*$87,178.46*	*$30,000.00*
Report Costs-Admin	$3,000.00	*$1,134.55*	*$3,000.00*
Security Patrols & Expenses	$55,000.00	*$44,223.81*	*$42,900.00*
Subscriptions TV/Music	$3,200.00	*$578.49*	*$1,200.00*
Summer Pool Coverage	$5,000.00	*$0.00*	*$0.00*
Sundry expenses	$1,800.00	*$919.92*	*$1,800.00*
Telephone & Internet Services	$6,000.00	*$5,116.98*	*$8,000.00*
Waste Management	$6,700.00	*$6,645.17*	*$6,700.00*
Water & Sewerage	$12,000.00	*$11,375.08*	*$12,000.00*
Website/App	$0.00	*$1,313.08*	*$2,200.00*
Total Admin Fund Expense	**$1,564,903.18**	*$1,503,658.90*	*$1,551,159.95*
TOTAL ADMIN LEVY INCOME	**$1,584,200.00**	*$1,547,948.70*	*$1,528,107.63*
ADD: ADMIN GST	**$158,420.00**		*$152,810.76*
TOTAL ADMIN BUDGET	**$1,742,620.00**		*$1,680,918.39*

Opening Balance as at 01/10/2026	$674,933.38
ADD: Total Proposed Income	$1,601,200.00
LESS: Total Proposed Expenses	$1,564,903.18
Estimated Closing Balance as at 30/09/2027	**$711,230.20**
Proposed New Admin Levies from 01/01/2027	$1,583,006.66
ADD: Admin GST	$158,300.67
Total Proposed New Admin Levies from 01/01/2027	**$1,741,307.33**

Maintenance Fund

	Proposed Budget (01/10/2026-30/09/2027)	Current Actual (01/10/2025-30/09/2026)	Current Budget (01/10/2025-30/09/2026)
Income			
Interest on Investments--Maintenance	$13,000.00	*$9,941.66*	*$13,000.00*
Interest on Overdues	$0.00	*$209.43*	*$0.00*
Owners Corporation Fee Income	$79,900.00	*$73,946.30*	*$73,000.00*
Total Maint Fund Income	**$92,900.00**	*$84,097.39*	*$86,000.00*
Expense			
General Replacement	$10,000.00	*$22,427.27*	*$20,000.00*
Gym Equip Hire	$60,000.00	*$0.00*	*$0.00*
Painting	$0.00	*$34,498.16*	*$75,454.54*
Pool Works	$120,000.00	*$6,270.00*	*$62,240.90*
Total Maint Fund Expense	**$190,000.00**	*$63,195.43*	*$157,695.44*
TOTAL MAINT LEVY INCOME	**$79,900.00**	*$73,946.30*	*$73,000.00*
ADD: MAINT GST	**$7,990.00**		*$7,300.00*
TOTAL MAINT BUDGET	**$87,890.00**		*$80,300.00*

Opening Balance as at 01/10/2026	$447,999.83
ADD: Total Proposed Income	$92,900.00
LESS: Total Proposed Expenses	$190,000.00
Estimated Closing Balance as at 30/09/2027	**$350,899.83**
Proposed New Maint Levies from 01/01/2027	$81,089.81
ADD: Maint GST	$8,108.98
Total Proposed New Maint Levies from 01/01/2027	**$89,198.79**

Prepared by Quantum United Management (ABN 12 118 344 880)
Suite 12, Level 2 100 Overton Rd WILLIAMS LANDING VIC 3027 Ph 03 8360 8800 Fax

Owner Summary (01/10/2026-30/09/2027) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/10/2026	2nd Instalment 01/01/2027	3rd Instalment 01/04/2027	4th Instalment 01/07/2027	TOTAL (01/10/2026-30/09/2027)	Next Pre Issue 01/10/2027
	Admin	$236.15	$235.44	$235.44	$235.44	$942.47	$235.44
	Maintenance	$11.35	$12.06	$12.06	$12.06	$47.53	$12.06
	Owner Total	**$247.50**	**$247.50**	**$247.50**	**$247.50**	**$990.00**	**$247.50**

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 1 of 63
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

Notification of making, amendment or rev owners corporation rules

AR831189W
11/01/2019 $48 OCAR

Section 142 *Owners Corporation Act 2006*

Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	HWL Ebsworth Lawyers
Name	MICHELLE ANG
Phone	C/o 8644 3500
Address	C/o Level 26, 530 Collins Street, Melbourne, Victoria, 3000
Reference	203423
Customer code	985X
Owners corporation number	1
Plan number	709524N

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on: 14 February 2014 at the First Annual General Meeting of the Owners Corporation. Whilst the Rules were approved at that meeting, there was an oversight and the rules were not registered. However, all owners have received copies of the rules and they have been applied to all lots sold in the development since its establishment in 2014.

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 27 December 2018

Signature or seal of applicant, Australian Legal Practitioner under the ~~*Legal Profession Act 2004* or agent~~. Legal Profession Uniform Law (Victoria)

Michelle Ang
Level 26, 530 Collins Street,
Melbourne VIC 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

The common seal of owners corporation number:

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 2 of 63

OWNERS CORPORATION PS709524N Common Seal

AR831189W
11/01/2019 $48 OCAR

Plan number: 709524N

was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

Lot owner 130

Full name	Stephen James Symons
Address	11 Native Avenue, Mount Duneed, Vic 3217

per s 21 OC Act

Lot owner 1015

Full name	Beryl Lynette McMillan
Address	32 Golden Wattle Drive, Mount Duneed, Vic 3217

For current information regarding owners corporation, please obtain an owners corporation search report

Land Use Victoria
Level 1, 2 Lonsdale Street Melbourne
Melbourne VIC 3000
Telephone 03 9194 0601

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 3 of 63

AR831189W
11/01/2019 $48 OCAR

Owners Corporation Rules

for

Owners Corporation No. 1 Plan of Subdivision 709524N

HWL EBSWORTH
LAWYERS

Level 26
530 Collins Street
MELBOURNE VIC 3000
DX 564 MELBOURNE
ABN 37 246 549 189
Tel: (03) 8644 3500
Fax: 1300 365 323

www.hwlebsworth.com.au
Ref: TMG:JH:296366

I, Sharon Howard being the secretary of Owners Corporation PS709524N, hereby certify that these rules are a true copy of the rules authorised by special resolution pursuant to s.138 of the Owners Corporations Act 2006 dated 14 February 2014.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 4 of 63

AR831189W
11/01/2019 $48 OCAR

Owners Corporation Rules

1. Interpretation

To ensure that all Owners of lots and Occupiers of Lots have the right to use the Recreational Facilities within the Development and to maintain the quality of the Development these Rules are therefore to be interpreted having regard to the following objectives of the Developer:

1.1 **Design Guidelines**

Ensuring compliance with the Design Guidelines, attached hereto

1.2 **Landscaping**

Maintaining and enhancing all landscaping for which the Owners Corporation is responsible;

1.3 **Recreational Facilities**

Maintaining and enhancing the Recreational Facilities and other amenities for the benefit of all Owners of lots and Occupiers; and

1.4 **Provision of Services**

Ensuring the Owners Corporation has the ability to provide services to its members which are consistent with the quality and intent of the Development.

2. Definitions

2.1 In these Rules unless the context otherwise requires the following definitions apply;

OCA means the Owners Corporations Act 2006 as may be amended from time to time.

OC Regulations means any regulations made under the OCA.

Common Property means that part of the Land shown in the Plan as Common Property and includes any area of the Land that shall become Common Property upon the registration of any future stage of the Plan.

Date of Completion of the Development means the date of settlement of the sale of the last Lot or other land in the Development of which the Owner is registered as the proprietor of a Lot.

Design Guidelines means the Armstrong – Mt Duneed Design Guidelines as amended from time to time.

Design Assessment Panel means the committee established as provided for in the Design Guidelines.

Developer means Armstrong Creek Developments Pty Ltd which has entered or will enter arrangements with the Owner by which the Developer will undertake Works on Lots S5 and S6 or such other parcel of land in the Plan as is permitted by these Rules, and any Development Agreement or Lease in favour of the Developer in the Plan including but not limited to the construction of Recreational Facilities.

Development means the development known as "Armstrong – Mt Duneed" from time to time.

Land means the whole of the land described in the Plan.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 5 of 63

Refer to Legal re

1/ Design Guidelines

2 Reference in minutes to "Model Rules do not apply"

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 6 of 63

AR831189W
11/01/2019 $48 OCAR

Lot means any Lot on the Plan.

Owner means Whites Road Pty Ltd of 141 View Street, Bendigo, 3550.

Owners of Lots means the registered proprietors of Lots on the Plan save and except for the Owner.

Occupier means the occupier from time to time of a Lot.

Owners Corporation means the Owners Corporation created upon registration of the Plan or if more than one, the unlimited Owners Corporation created by the Plan.

Owners Corporation Manager means the person for the time being appointed by the Owners Corporation as the manager of the Owners Corporation.

Plan means Plan of Subdivision 709524N which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into the Plan.

Recreational Facilities means the "recreational facilities" to be erected by the Developer on the Recreational Facilities Area for the use of all Owners of lots.

Recreational Facilities Area means the area being Common Property on which the Recreational Facilities are proposed to be constructed.

Residence means one permanent non-transportable private residence.

Settlement Date means the date of transfer of any Lot to Owners of lots.

VCAT means the Victorian Civil & Administrative Tribunal established under the Victorian Civil and Administrative Tribunal Act 1998.

Works means the works set out in Rule 4 of these Rules.

2.2 The obligations and restrictions set out in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges shall prevail over these rules in respect of the person or persons to whom they are given.

3. Use of Lots - Owner

3.1 Display Lots

The Owner may:

(a) use Lots or any part of Common Property for display purposes including a sale office and car parking;

(b) allow prospective purchasers of any Lot to inspect any display Lot; and

(c) use any signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

3.2 Development Rights

Notwithstanding any other rule, the Owner:

(a) is entitled to progressively develop staged Lots as set out in the Plan;

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 7 of 63

(b) is entitled to incorporate further land into the Plan, to become part of the Development;

(c) need not comply with any rule:

(i) which is inconsistent with or limits a right under these rules; or

(ii) the application of which, in the Owner's opinion, is inappropriate to the development of a Lot while that Lot remains undeveloped or during its development; or

(iii) is inconsistent with or limits a right under the Development Agreement.

3.3 Common Property

The Owner is permitted to use and develop the Common Property for the purpose of developing the Land and in particular for the construction of the Recreational Facilities and the Works.

4. Use of Lots - Developer

4.1 Display Lots

The Developer may:

(a) use Lots or any part of Common Property for display purposes including a sale office and car parking;

(b) allow prospective purchasers of any Lot to inspect any display Lot; and

(c) use any signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

4.2 Development Rights

Notwithstanding any other rule, the Developer:

(a) is entitled to progressively develop staged Lots as set out in the Plan;

(b) is entitled to incorporate further land into the Plan, to become part of the Development;

(c) need not comply with any rule:

(i) which is inconsistent with or limits a right under these rules; or

(ii) the application of which, in the Developer's opinion, is inappropriate to the development of a Lot while that Lot remains undeveloped or during its development; or

(iii) is inconsistent with or limits a right under the Lease of Common Property.

AR831189W 11/01/2019 $48 OCAR

4.3 Common Property

The Developer is permitted to use and develop the Common Property for the purpose of developing the Land and in particular for the construction of the Recreational Facilities and the Works.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 8 of 63

AR831189W
11/01/2019 $48 OCAR

5. Development and Maintenance of a Lot

All Owners of lots and Occupiers must do the following on each Lot:

5.1 **Design Guidelines**

Must comply with the Design Guidelines attached hereto and marked with the letter "A" as amended from time to time.

5.2 **Appearance of Residence**

Must install permanent window furnishings within three months of the issue of an Occupancy Permit for the construction of the Residence and ensure the Residence is kept clean and maintained in good repair including (without limitation) all fences, walls, windows, gates, sidewalls, walkways and driveways within a Lot.

5.3 **Driveway**

Must construct a driveway leading from the Residence to the road prior to the occupation of the Residence by Owners of lots or any Occupier as set out in the Design Guidelines.

5.4 **Fencing**

Must erect fencing around the Lot subject to and in compliance with these Rules and the Design Guidelines within three months after the issue of an Occupancy Permit for the construction of the Residence.

5.5 **Upkeep of Yard Areas**

Must maintain and keep tidy the front, side and rear gardens and other surrounds of the Lot to the standard of a first class residential development and as determined by the Owners Corporation from time to time.

5.6 **Nature Strip**

Must maintain and keep tidy any nature strip adjoining the Lot.

5.7 **Rubbish disposal**

Must conceal all rubbish bins from public view except on the days and during the times designated for rubbish disposal.

5.8 **Vermin**

Must take all practicable steps to prevent infestation of the Lot by vermin or insects.

5.9 **General Appearance of Property**

Must keep the Lot free of rubbish, debris or any other item save and except for items which might ordinarily be found in domestic suburban gardens.

5.10 **Insurance**

Must ensure that any improvements, including the Residence, constructed on the Lot are insured for full replacement value as well as in accordance with all requirements of the OCA and OC Regulations.

5.11 **Rectification of Non-Compliances**

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 9 of 63

Must rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on Owners of lots by the Developer or the Owners Corporation until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate or agent.

5.12 **Cease Construction on Demand**

Must cease construction of works on a Lot if required by notice in writing served by the Developer until the Date of Completion of the Development or by the Owners Corporation or its delegate pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot.

5.13 **Enforcements Costs**

Must pay all costs incurred by the Developer and/or the Owners Corporation in respect of the enforcement of these Rules or the Design Guidelines in respect of Owners' Lots.

6. Amenity Controls

All Owners of lots must not and must ensure that any Occupier, guest or invitee of a Lot or to a Lot does not and the Occupier must not do any of the following:

6.1 **No Breach**

Must not breach any provisions of the Design Guidelines, whether on Common Property, a Lot or in the vicinity of a Lot.

6.2 **No Alterations**

Must not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot.

6.3 **No Interference with Cabling**

Must not do any act or thing or allow any act or thing to be done to the Lot or Common Property that may in any way damage or interfere with the use of cabling and ancillary equipment ("the electronic cabling") installed or to be installed by the Developer and/or any electrical or power supplier on the Land in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer and/or any electrical or power supplier.

6.4 **Use of Lot**

Must not use or permit a Lot affected by the Owners Corporation or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Land or the Development or which may cause a nuisance or hazard to other Owners of lots or Occupiers or the visitors of any Owners of lots or Occupiers.

6.5 **Garage**

Must not use the garage in a Lot for any purpose other than as a garage for the vehicles and for general storage purposes unless the garage in a Lot is used as an office in a display home in a display village but then only so long as the Lot is used for display purposes.

6.6 **Restrictions on car parking**

(a) Commercial vehicles etc.

AR831189W
11/01/2019 $48 OCAR

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 10 of 63

(i) Must not park or allow to be parked on a Lot or any road, reserve or any other land in the vicinity of a Lot any commercial vehicle (including but not limited to trucks, and utilities) in excess of one tonne.

(ii) Must not park or allow to be parked on a Lot or any road, reserve or any other land in the vicinity of a Lot any commercial vehicle (including but not limited to trucks, and utilities) of less than one tonne, any caravans, trailers, boats or any mobile machinery unless they are housed or contained wholly within a garage on a Lot or parked in the driveway on a Lot and screened from public view.

(b) All vehicles

(i) Must not park or allow any vehicle to be parked on the front lawn of a Lot or the nature strip adjoining a Lot.

(c) Vehicles on Common Property

(i) Not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle –

(A) o be parked or left in parking spaces situated on Common Property and allocated for other Lots; or

(B) on Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or

(C) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

AR831189W 11/01/2019 $48 OCAR

6.7 **No Vehicle Repairs**

Must not carry out or cause to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs, maintenance or restoration of vehicles.

6.8 **Signs and Advertising**

Must not erect or display any sign, hoarding or advertising including but not limited to a "For Sale" sign unless:

(a) The sign is a "home for sale" sign on a Lot not being a vacant Lot erected or displayed after completion of construction of a dwelling.

(b) The sign is a builder's sign not exceeding 600 mm² x 600mm² and any such builder's sign may be erected or displayed during construction only and must be removed on completion of the building works.

6.9 **Fencing**

(a) Must not construct any fence that does not comply with the Design Guidelines.

(b) Must not alter or remove any fence without the approval of the Owners Corporation.

(c) Must not allow any fence to fall into a state of disrepair.

(d) Must not claim any cost of maintenance of or repairs to the fence from the Owner if the Owner is the registered proprietor of an adjoining Lot.

(e) Must not repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 11 of 63

6.10 **Insurance Premiums**

Must not do or permit anything to be done which may void, vitiate, invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation.

6.11 **No Damage to Common Property**

Must not:

(a) damage or alter the Common Property;

(b) mark, paint or otherwise damage or deface any structure that form part of the Common Property.

6.12 **No Interference with Common Property**

Must not use the Common Property or permit the Common Property to be used in such a way as to unreasonably interfere with or prevent it being used by other Owners of lots or Occupiers or their visitors.

6.13 **Articles on Common Property**

Must not without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

6.14 **No Storage on Common Property**

Must not store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that consent.

6.15 **Not cause a danger**

Must not keep the Lot in a manner which is dangerous or likely to cause danger to life or property or the reputation of the Land.

6.16 **Noise**

Must not by himself or herself or by allowing any other person in a Lot or on Common Property:

(a) carry on a noxious or offensive activity; or

(b) make or allow noise in a Lot or on Common Property that will interfere with the enjoyment of a Lot or the Common Property by any other person entitled to use or enjoy a Lot or Common Property.

6.17 **Behaviour**

Must not be on Common Property, or on any part of a Lot so as to be visible from another Lot or Common Property, unless fully clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Owners of lots, Occupiers or any person lawfully using the Common Property.

AR831189W
11/01/2019 $48 OCAR

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 12 of 63

6.18 **Pets and Animals**

(a) Must not allow animals, except common household pets, in a Lot and the behaviour of pets in a Lot must be controlled so that it does not interfere with the enjoyment of a Lot by others.

(b) A person must not have more than two animals in a Lot.

(c) Dogs are not allowed on the Common Property except if on a leash or if carried.

(d) All Owners of lots or Occupiers who keep and maintain a pet will be liable for any and all action by the pet whether or not the Owners of lots or Occupiers had knowledge, notice or forewarning of the likelihood of such action.

(e) If any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the Owners of lots or Occupiers do not prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot. The Owners of lots or Occupiers must remove the animal from the Lot immediately upon receipt of the notice from the Owners Corporation.

6.19 **No Trade or Business**

Owners of lots or Occupiers must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless:

(a) the Planning Scheme governing the use of that Lot permits the trade or business to be carried on from that Lot; and

(b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with

however, if the trade or business can be carried on, and is carried on, without causing undue nuisance to other Owners of lots and Occupiers the Owners Corporation may at its sole discretion authorise in writing the carrying on of such trade or business.

7. Builders' Site Refuse Guidelines

7.1 All Members have an obligation to keep the entire Development tidy.

7.2 The litter refuse system used by a Member must adhere to good practice for the recycling of refuse materials and be coordinated with the refuse disposal arrangements adopted from time to time by the local municipal council.

7.3 Each Member during the construction phase of a Residence on a Lot must inform the builder of the contents of these Builders' Site Refuse Guidelines.

7.4 All building materials and fittings must be stored within the property boundaries of a Lot at all material times. No building materials are permitted to be stored on the nature strip of a Lot.

7.5 Builders must ensure that fencing is provided around the entire perimeter of the Lot from the commencement, and for the duration of, building works. The fence shall:

(a) be at a height of not less than 1.5m;

(b) be capable of preventing litter from being transported from a building site by wind; and

(c) have not more than one access opening fitted with gates, which is located to correspond with the vehicle crossing referrable to the Lot.

AR831189W
11/01/2019 $48 OCAR

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 13 of 63

7.6 Builders must provide a lockable 2 metre square bin on the Lot for the storage of all site refuse generated by the Lot and keep all of the site refuse within the bin. Builders must ensure all records supplied (Waste Audit) by the skip providers are submitted to the site and project managers or if not applicable the Owners Corporation and must at a minimum they meet the 60% waste recovery targets. Licensed skip providers in the area include:

(a) Transpacific (Cleanaway) - 13 13 39

(b) AJ's Totally Wasted Bin Hire - 0409 861 039

(c) Mobile Skips - 1300 675 477

(d) Eco Waste Services - 0404 094 346

(e) Angus Bin Hire - 0417 386 742

(f) Sita Environmental Solutions (03) 5277 9050 (Free waste Audit)

AR831189W
11/01/2019 $48 OCAR

7.7 Builders should aim to source products and goods locally where possible.

7.8 Builders should source products they know to have minimal packaging or will return packaging to the supplier. e.g. timber pallets, large plastic containers, large timber or plastic spools.

7.9 All Vegetative debris must be recycled onsite in accordance with the Construction Environmental Management Plan.

7.10 Builders must ensure that 60% of demolition, land clearing and construction waste is reused or recycled.

7.11 Waste Resource Recovery Centres in the area include:

(a) Drysdale Resource Recovery Centre - (03) 5251 2935 - Becks Road, Drysdale

(b) Geelong Resource Recovery Centre - (03) 5272 2613 - 100 Douro Street, North Geelong

(c) Drop off facility - Bernie Leen & Sons - (03) 5222 2675 - 9/15 Riversdale Rd, Newtown

7.12 Prior to commencing work builders must ensure that they have completed the site induction with waste minimisation techniques.

7.13 A Member and its builder must comply with any litter notice issued by or on behalf of the Owners Corporation specifying breaches of the Builders' Site Refuse Guidelines and rectify the specified breaches. If a Member fails to do so the Member and the Member's builder will be exposed to prosecution by the local municipal council under the Litter Control Act.

7.14 A Member or its builder must as soon as is reasonably practicable repair all damage that has been caused by the Member or its builder or any other person engaged on behalf of the Member to any part of Armstrong including but not limited to damage to landscaping, trees, nature strips, fencing, bollards, curbing, footpaths, roadways and all other improvements or infrastructure forming part of Armstrong.

7.15 In the event that Owners of lots fail to comply with this Rule or any notice served upon such Owners of lots by the Owners Corporation in accordance with this Rule 7, such Owners of lots irrevocably agree that:

(a) the Owners Corporation or its authorised agent is entitled to enter upon the Lot and clean up the Lot in accordance with this Rule 7; and

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 14 of 63

(b) the Owners Corporation is entitled to recover the entire cost of the cleaning up of the Lot from such Owners of lots on the basis that the cost is an Owners Corporation charge for which such Owners of lots solely benefit and are solely responsible for the payment of.

8. Owners Corporation – Provision of Services and Levies

AR831189W
11/01/2019 $48 OCAR

All Owners of lots agree that:

8.1 **Services:**

The Owners Corporation may provide the following services:

(a) The operation of a security surveillance service.

(b) The repair, maintenance and improvement of the Recreational Facilities.

(c) Any other service or facility provided by the Owners Corporation for the benefit of Owners of lots and Occupiers which is consistent with the stated objectives of these Rules.

(d) Any further or additional service in the furtherance of the development, the Design Guidelines and their objectives.

8.2 **Cost**

The provision of the services set out at clause 6.1 hereof by the Owners Corporation will be paid for by all Owners of lots according to Lot liability as set out in the Schedule of Liabilities in the Plan.

8.3 **Landscaping**

Subject to and in accordance with any agreement between the developer and council the Owners Corporation shall provide the service of repairing and maintaining of such landscaping within the Plan as the Owners Corporation is responsible for and the provision of that service will be paid for by all Owners of lots according to Lot liability as set out in the Schedule of Liabilities in the Plan.

8.4 **Lease or Licence**

Until the Date of Completion of the Development the Developer may cause the Owners Corporation to or the Owners Corporation itself shall grant a lease or licence over the Common Property or part of it to any legal entity as it sees fit including without limitation a lease or licence enabling the legal entity to become responsible for the overall management of all community facilities within the Common Property.

9. Recreational Facilities

All Owners of lots and Occupiers must observe and comply with the following rules in relation to the Recreational Facilities and must ensure that any invitee does not use the Recreational Facilities except in accordance with the following rules or such other rules as determined pursuant to Rule 10:

9.1 **Invitees to be accompanied**

Owners of lots and Occupier's invitees must only use the Recreational Facilities if accompanied by Owners of lots or Occupiers; and Owners of lots and Occupiers must not have any more than two invitees at any one time.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 15 of 63

AR831189W
11/01/2019 $48 OCAR

9.2 **Alcohol**

Alcohol is not to be taken into or consumed around the Recreational Facilities without the prior written consent of the Owners Corporation.

9.3 **Smoking**

Smoking is not permitted inside or in the immediate vicinity the Recreational Facilities.

9.4 **Behaviour**

No Owners of lots, Occupiers, invitees or guests are permitted to behave in a manner in the vicinity of the Recreational Facilities which interferes with the use and enjoyment of those Recreational Facilities by any other person.

9.5 **Clothing**

Suitable clothing must be worn in the Recreational Facilities at all times.

9.6 **Risk**

All users of the Recreational Facilities do so at their own risk.

9.7 **Notification of Damage**

Owners of lots must promptly notify the Owners Corporation or the Owners Corporation Manager on becoming aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation.

9.8 **Compensation**

Owners of lots or Occupiers must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by those Owners of lots or Occupiers or their invitees.

9.9 **Obey Directions**

Owners of lots, Occupiers and invitees must obey any lawful direction given to them by the Owners Corporation, its delegate or agent.

10. Recreational Facilities Rules

10.1 **Additional Rules**

The Owners Corporation makes additional rules relating to the use of the Recreational Facilities Area which additional rules are attached hereto and marked with the letter "B" and may in the future make additional rules relating to the use of the Recreational Facilities Area on the condition that those rules are not inconsistent with these Rules.

10.2 **Breach**

A breach of any rules made by the Owners Corporation pursuant to Rule 10.1 will be deemed to be a breach of these Rules.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 16 of 63

AR831189W
11/01/2019 $48 OCAR

11. Non-Compliance

11.1 Recovery of Costs

If any Owners of lots or Occupiers have not complied with these Rules within 14 days after service of a notice by the Owners Corporation specifying any non-compliance, such Owners of lots, whether themselves or by their Occupiers, agree that:

(a) The Owners Corporation, its employees, contractors, or agents is irrevocably permitted to enter the Lot and rectify the non-compliance.

(b) The Owners of lots must pay to the Owners Corporation any charges levied against it in respect of the costs incurred by the Owners Corporation relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot.

(c) Owners of lots must accept a certificate signed by the Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the non-compliance with these Rules.

(d) Owners of lots must pay interest at the rate prescribed under the *Penalty Interest Rates Act* 1983 on the outstanding fees and charges until they are paid.

(e) Any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

(f) Any costs incurred by the Owners Corporation relating to the non-compliance are costs incurred in the performance of a service to such Owners of lots.

(g) 9.1.7 Nothing in rule 9.1 in any way derogates from Owners of lots' obligation to comply with Sections 48–50 inclusive and 128-137 inclusive of the OCA.

11.2 Enforcement

If Owners of lots have not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause, or within 7 days for breaches of Builders' Site Refuse Guidelines, the Owners Corporation may take action in a Court of competent jurisdiction to compel such Owners of lots to comply with these Rules.

11.3 Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by Owners of lots or Occupiers or invitees, guests, servants, employees, agents, children, or licensees of such Owners of lots or Occupiers or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt due in an action in VCAT or any court of competent jurisdiction from the Owners of lots who were the registered proprietors of the Lot at the time when the breach occurred.

12. GST

12.1 Definition

For the purposes of these Rules:

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 17 of 63

(a) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a fax of a similar nature.

(b) Primary Payment means any payment or consideration given by Owners of lots or Occupiers to the Owners Corporation for any levy or other money or consideration payable or to be given by Owners of lots or Occupiers to the Owners Corporation in connection with any supply of any goods and services.

12.2 **Payment**

If the Owners Corporation is liable by law for any GST on any Primary Payment, Owners of lots must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Owners of lots are required to pay the Primary Payment in respect of which the GST relates.

13. Incorporation of OCA

To the extent permitted by Sections 138 and 140 and Schedule 1 of the OCA and at law the Owners Corporation adopts as rules the provisions of the OCA including but not limited to:

(a) Sections 48-50 inclusive;

(b) Section 117;

(c) Section Part 7

and Section 32 of the Sale of Land Act 1962 and a breach of any such section shall constitute a breach of these rules.

14. Dispute Resolution

14.1 The grievance procedure set out in this rule applies to dispute involving Owners of lots, the Owners Corporation Manager, Occupiers or the Owners Corporation.

14.2 The party making the complaint must prepare a written complaint in the approved form.

14.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

14.4 If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant.

14.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation (as the case may be) within 14 working days after the dispute comes to the attention of all the parties.

14.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

14.7 If the dispute is not resolved, the grievance committee or Owners Corporation (as the case may be) must notify each party of his or her right to take further action under Part 10 and/or Part 11 of the Act.

AR831189W
11/01/2019 $48 OCAR

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 18 of 63

AR831189W
11/01/2019 $48 OCAR

SCHEDULE 1

DESIGN ASSESSMENT PANEL

15. Definitions

In these additional Rules unless the context otherwise requires the following definitions apply:

Applicant in this Schedule 1 means Owners of lots who make an Application.

Application means an application made for the Design Assessment Panel to Approve the development of a Lot.

Approve or **Approval** means an approval in writing given by the Design Assessment Panel in respect of an Application which may or may not contain conditions.

Refuse or **Refusal** means a refusal in writing given by the Design Assessment Panel in respect of an Application.

16. Design Assessment Panel

16.1 Establishment

The Developer has established and manages the Design Assessment Panel to administer the Design Guidelines up until the Date of Completion of the Development.

16.2 Owners Corporation Role

From the Date of Completion of the Development the Owners Corporation must ensure that:

(a) The Design Assessment Panel is constituted from time to time in accordance with this rule 16.

(b) Meetings of the Design Assessment Panel are convened as required in order for the Design Assessment Panel to fulfil its functions as set out in this Schedule 1.

(c) It acts as secretary of the Design Assessment Panel in receiving, reviewing and distributing all correspondence address or directed to the Design Assessment Panel.

(d) It receives and accounts for all moneys payable in relation to Approvals and the functions of the Design Assessment Panel.

16.3 Membership of the Design Assessment Panel

The Design Assessment Panel is to have three members appointed from time to time by the Owners Corporation for a term stipulated by the Owners Corporation at the time the appointment or appointments are made.

16.4 Termination of Appointment

A person appointed to be a member of the Design Assessment Panel vacates office:

(a) upon receipt by the Owners Corporation of notice in writing from that member of the resignation of that member;

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 19 of 63

AR831189W $48 OCAR 11/01/2019

(b) if that member dies or becomes unfit to properly discharge his Design Assessment Panel duties; or

(c) if the Owners Corporation determines that the appointment of that member is terminated.

(d) The Owners Corporation will determine that the appointment of a member is terminated if that member is without prior leave granted by the Design Assessment Panel absent from two consecutive meetings of the Design Assessment Panel of which due notice has been given to that member.

17. Meeting of the Design Assessment Panel

17.1 Meeting

The Design Assessment Panel constituted in accordance with Rule 16 is to meet in a way determined by the Design Assessment Panel and at whatever times are necessary to perform its duties, or as directed by the Owners Corporation.

17.2 Quorum

Fifty (50) percent of the Design Assessment Panel Members are to constitute a quorum.

17.3 Chair

The Chairman will be appointed by the members of the Design Assessment Panel. If the Chairman of the Design Assessment Panel is absent from a meeting, the people who are present at the meeting are to elect from their number a person to chair the meeting and a Chairman appointed by the Design Assessment Panel may be removed by the Design Assessment Panel by majority vote.

17.4 Voting

Every question to be decided by the Design Assessment Panel is to be decided by a majority on a show of hands by members present at the meeting. In the case of an equality of votes the Chairman of the meeting is to be entitled to a second or casting vote.

17.5 Investigate

The Design Assessment Panel may from time to time, by resolution in writing, designate one or more of its members to investigate or perform any duties for and on behalf of the Design Assessment Panel and report the findings of that member to the Design Assessment Panel. Recommendations are to be made by the Design Assessment Panel. The vote of a majority of the members of the Design Assessment Panel is to constitute an act of the Design Assessment Panel.

18. Powers and Functions of the Design Assessment Panel

18.1 Application

(a) The Design Assessment Panel is to assess all Applications for Approval having regard to the Design Guidelines.

(b) After assessing an Application, the Design Assessment Panel must either Approve, Refuse or reserve its decision pending the provision of any further information that is requested in writing by the Design Assessment Panel to the Applicant.

(c) In the case of Approval, the Design Assessment Panel may impose conditions that require:

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 20 of 63

(i) changes to be made to the plans and specification;

(ii) the proposed development to be undertaken within the reasonable time frame specified in the condition;

(iii) the Applicant gives to the Design Assessment Panel a written undertaking not to cause unreasonable inconvenience to other residents; and

(iv) to repair without delay any damage caused by the development.

18.2 **Services of Consultants**

The Design Assessment Panel may, at its discretion, retain the services of architects, engineers, landscape architects, town planners, urban designers, solicitors and other consultants to advise and assist it to perform its duties and functions.

19. Works Carried out by the Applicant

AR831189W
11/01/2019 $48 OCAR

19.1 **Development**

(a) No Applicant may develop a Lot without Approval.

(b) Development must be in accordance with the Approval.

(c) Once an Applicant has commenced development, it must not alter the development without Approval.

19.2 **Application for Approval**

All applications and correspondence to the Design Assessment Panel must be in the form required by the Design Guidelines and directed as follows:

(a) Before the Date of Completion of the Development to the Design Assessment Panel care of Stephan P Kosa, Kosa & Associates of PO Box 356, Mont Albert, Victoria 3127; or

(b) After the Date of Completion of the Development to the Secretary of the Owners Corporation.

19.3 **Consultant's Costs**

(a) The Design Assessment Panel may:

(i) determine that the Applicant is to pay the whole or part of the cost to the Design Assessment Panel of any consultant retained by the Design Assessment Panel to advise and assist the Design Assessment Panel to consider the Application ("Consultant's Costs"); and

(ii) require the Applicant to pay to the Owners Corporation a sum of money sufficient, in the estimation of the Design Assessment Panel to meet the liability of the Consultant's Costs.

(b) The Design Assessment Panel is not obliged to consider the Application until payment by the Applicant to the Owners Corporation of all sums of money determined as payable under these Rules.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 21 of 63

19.4 **Fees**

The Design Assessment Panel may from time to time determine administration fee or fees to be paid by a person making an Application. The Design Assessment Panel may determine different fees for different Applications depending on their nature and complexity. The Design Assessment Panel may also require the Applicant to pay a bond to which bond the Owners Corporation may have recourse in accordance with Rule 19.5(b) hereof.

19.5 **Certification**

(a) An Applicant must prior to occupation and after the final Occupancy Permit is issued, apply to the Design Assessment Panel for a certificate that all development on the Applicant's Lot is complete in accordance with the Approval.

(b) An Applicant must not take occupation of a Lot after development until the Design Assessment Panel has issued a certificate in accordance with Rule 19.5(a). Failure to comply with this Rule will entitle the Design Assessment Panel or the Owners Corporation to require that the bond be forfeited to the Owners Corporation.

20. Proceeding with Works

20.1 **Carry Out Works**

Upon receipt of Approval from the Design Assessment Panel the Applicant is, as soon as practicable, to satisfy all conditions of that Approval and diligently proceed with the development of a Lot in accordance with the requirements of all authorities having jurisdiction over the development. Commencement is to occur in all cases within six (6) months from the date of approval by the Design Assessment Panel and completion within six (6) months from commencement.

20.2 **Failure to Comply**

If the Applicant fails to comply with this Rule, any Approval given is to be deemed revoked unless the Design Assessment Panel, upon written request by the Applicant made prior to the expiration of the six (6) month period from commencement, extends the time for commencement of the development of the Lot.

20.3 **Development of Lot to be Completed in Accordance with Application**

The Applicant is to complete the development of the Lot in accordance with the construction schedule set out in the Approval and in any event is to complete the works within one (1) month after the finish date specified in the Approval except and for so long as such completion is rendered impossible due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Applicant or would result in great hardship to the Applicant.

20.4 **Owners Corporation May Proceed**

If the Applicant fails to comply with this Rule, the Owners Corporation is to proceed in accordance with the provisions of Rule 21 as though the failure to complete the improvements were a non-compliance.

21. Inspection and Correction of Works

21.1 **Inspection**

Inspection of Lots after development and correction of defects is to proceed as follows:

AR831189W
11/01/2019 $48 OCAR

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 22 of 63

AR831189W 11/01/2019 $48 OCAR

(a) Upon the completion of any development on a Lot requiring Approval under these Rules, the Applicant must as soon as possible give notice of completion to the Design Assessment Panel.

(b) Within thirty (30) days of receipt of a notice of completion from the Applicant, the Design Assessment Panel must inspect the development and decide whether the development of the Lot is complete in accordance with the Approval.

(c) If the Design Assessment Panel decides that the works are not in accordance with the Approval it is to notify the Applicant in writing of that non compliance within that thirty (30) day period. The notice is to specify the particulars of non-compliance, and it is to require the Applicant to remedy them.

(d) Notwithstanding the above the Design Assessment Panel may inspect the development on any Lot and decide whether the development of the Lot is in accordance with the Design Guidelines and if it decides that the works are not in accordance with the Design Guidelines issue a notice under Rule 21.1(c).

21.2 Non-Compliance

The Applicant must remedy all non-compliance notified to it by the Design Assessment Panel within thirty (30) days of receipt of the notice referred to in Rule 21.1(c) or such longer period as the Design Assessment Panel may specify in the notice.

21.3 Remedy Non-Compliance

If the Applicant does not comply with the notice as provided in Rule 21.2 the Design Assessment Panel may at the expense of the Applicant do whatever is necessary to remedy the non-compliance.

22. Non Liability

22.1 Owners Corporation Not Responsible

No approval of plans and specifications by the Design Assessment Panel is to be construed as representing or implying that those plans and specifications will, if followed, result in properly designed improvements. Such approvals and guidelines are not to be construed as representing or guaranteeing that any improvement carried out in accordance with them will be built in a good and workmanlike manner. Neither the Owners Corporation nor the Design Assessment Panel is to be responsible or liable for any defects in any plans and specifications submitted, revised, amended or approved nor for any defects in construction undertaken pursuant to such plans and specifications.

22.2 Not Responsible for Loss

Neither the Design Assessment Panel nor any member of the Owners Corporation nor their duly authorised representative, is to be liable to any Applicant or any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Assessment Panel's duties under these Rules, unless due to the wilful misconduct or bad faith of the Design Assessment Panel.

23. Variance of Works

The Design Assessment Panel may authorise in writing non-compliance with any of the provisions of these Rules including (without limitation) restrictions upon height, size, colour, materials and location of works if circumstances such as topography, natural obstructions, aesthetic or environmental considerations so dictate, except so far as provided by law. The granting of such an authority is not to operate to authorise non-compliance with these Rules for any purpose except as to the particular Lot and the particular rule exempted by the authority and only to the extent specified in the authority.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 23 of 63

AR831189W
11/01/2019 $48 OCAR

24. Monitoring of Compliance

24.1 Inspection

The Design Assessment Panel or its agent is periodically to survey all Lots for compliance with these Rules and any Approval given.

24.2 Compliance

The Design Assessment Panel is to inspect Lots undergoing development at completion and when satisfied that the conditions set out in the Approval have been met shall issue a certificate in accordance with Rule 19.5.

24.3 Reporting

A person who considers that there has been a breach of an Approval or these Rules may report the alleged breach to the Design Assessment Panel in writing.

24.4 Investigations

(a) The Design Assessment Panel is to appoint one of its members, or a Consultant appointed under Rule 18.2, to investigate any alleged breach which comes to its attention. If that Member or Consultant forms the opinion that there has been no breach the complainant is to be informed in writing.

(b) If that Member or Consultant forms the opinion that there has been a breach, the Owners Corporation may take whatever steps or action it determines as appropriate in order that any breach of these Rules is remedied.

24.5 Confidentiality

The Design Assessment Panel and the Owners Corporation is to keep the name of the person responsible for the alleged breaches confidential until the breach or breaches have been established. In all cases the Owners Corporation and the Design Assessment Panel are to keep confidential the name of the complainant, except as required by law.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 24 of 63

"B"

REAL STORIES.
REAL COMMUNITIES.

ARMS
AR831189W
11/01/2019 $48 OCAR

CLUB ARMSTRONG – Mt Duneed

MEMBERS INDUCTION & INFORMATION FORMS

On the completion of the following induction, Club Armstrong Residents will be granted access to use the amenities during the designated and outlined periods.
The induction process will familiarise all Residents in the safe use of the amenities and their respective rules of use.
Individuals, lot occupants or guests who use the Club amenities do so only for the stated purpose, which purpose must be lawful and conducted in a manner that does not disrupt or inconvenience other users of the amenities.
Please fill out all necessary details of this form. It is important the Rules of Use have been read and understood and the declaration signed and dated to ensure access to the facilities can be granted by the Club Manager.

HOURS OF OPERATION

Office Hours:
Monday to Friday: 9:00am – 5:00pm
Gym Facilities:
Monday to Sunday: 5:00am – 10:00pm
Outside Amenities:
Monday to Friday: 7:00am – 10:00pm
Weekends and Public Holidays: 8:00am – 10:00pm

Access will not be permitted outside of these hours.
Only inducted users will be able to gain access during this time.
(TIMES ARE SUBJECT TO CHANGE WITHOUT NOTICE AT ANY TIME)

GUEST POLICY

As per your contract of sale, each resident is entitled to bring strictly 1 guest into the facility with them. (1 guest per lot)
Each resident MUST understand this policy and will ensure this number is not exceeded.
The resident is responsible for the guest and their actions, behaviours and use of the amenities.

Guests **MUST** sign the Guest Register / Sign in Book each time they visit, which is located in the foyer OR request permission via email to the centre manager.
Any questions relating to a request for use by a guest is to be made to the Centre Manger prior to use of the amenities.
Management maintain the right to refuse entry to your guest as per the facilities maximum capacity requirements and policies.
Each resident understands the guest MUST remain with you at all times.

CLUB ARMSTRONG
101 UNITY DRIVE MT DUNEED 3217
Ph: 9037 0885
www.armstronglife.com.au
clubmanager@armstronglife.com.au

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 25 of 63

AR831189W
11/01/2019 $48 OCAR

REAL STORIES.
REAL COMMUNITIES.

ARMS

MAXIMUM CAPACITY

The Occupancy Permit states a maximum occupancy of TBC people in the Pool/s.
The Occupancy Permit states a maximum occupancy of 26 people in the Gym.
The Occupancy Permit states a maximum occupancy of 26 people in the Parents Room.
The Occupancy Permit states a maximum occupancy of 220 people in the Function Room.
Non-Compliance of occupancy regulations will result in the request to vacate the area.

DAMAGE

Any user of the Pool & Gym amenities and surrounding common property must notify the Centre Manager of any damages caused or sited during their use of the amenities.

PAYMENT OF DAMAGES

The Owners Corporation reserves the right to recover any costs incurred as result of misuse or breach of the Pool / Gym amenities Rules of Use and all surrounding common property. The repairing contractor determines the cost of damages. These costs will be sought from the responsible party. The resident accepts full responsibility for their guest.

ACCESS

All users must complete a Pool / Gym amenities & surrounding areas Induction within the time frame provided from management once access has been granted, and after the initial settlement. Inductions are only completed during the allocated times as specified by the Club Management.

Access for all users is via the front entrance of the facility. In the case of an emergency all swipe access (doors and gates) will automatically unlock for the purpose of a safe exit from the facility.

Each household is entitled to one complimentary fob, which is provided upon gaining access to the facility once ownership or tenancy documentation has been submitted and the appropriate paper work is completed and brief rules / access has been explained. Each household may then purchase one additional fob via www.enginekeyordering.com.au with a maximum of 2 fobs per household. As per the Owners Corporation Rules a maximum of two fobs is allowed per household.

Thank you for taking the time to complete your application carefully and we hope you enjoy all of the amazing Facilities available to you here at Club Armstrong.

CLUB ARMSTRONG
101 UNITY DRIVE MT DUNEED 3217
Ph: 9037 0885
www.armstronglife.com.au
clubmanager@armstronglife.com.au

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 26 of 63

Villawood properties
REAL STORIES. REAL COMMUNITIES.
Creating & maintaining communities for over 25 years

ARMS
AR831189W
11/01/2019 $48 OCAR

Rules of Use: GYM

Please read the following carefully.

- The Gym Amenities are open for use from **5:00am-10:00pm Monday-Sunday**
- Users are not permitted to access these amenities outside of the designated hours of use
- Children under the age of 16 must be **ACTIVELY SUPERVISED** by an adult resident at all times
- **No child under the age of 12 is permitted in the gym at any time**
- The Gym Amenities are intended for use by residents and a guest only
- Guests are only permitted to use the Amenities if accompanied by a Club Armstrong resident at all times.
- Club Armstrong Residents accept full responsibility for guests, in their use of the Gym Amenities.
- Residents must ensure their guest is fully aware of the Amenities and their rules of use.
- Appropriate clothing & foot wear must be worn at all times while using the Amenities and surrounding area.
- No food or alcohol is permitted in the Gym
- Smoking is not permitted at any time throughout the facility.
- No pets at any time in the Gym or surrounding areas.
- For reasons of health and safety, users must adhere strictly to the following:
    - All equipment is to be returned tidily to the appropriate location in the Gym and surrounding area
    - Users who wish to use the Gym must bring a towel.
    - Suitable gym wear must be worn at all times.
    - All equipment must be wiped down after use. Disinfectant spray has been provided for all gym users.
    - Offensive behavior or language will not be tolerated
    - Excessive noise and mistreatment of equipment will not be tolerated
- The user will under no circumstances use the amenities for any trade or business where they receive financial restitution.
- The Owners Corporation and Centre Management reserve the right to close down the Gym amenities for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the amenities.
- The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access into the Gym amenities and surround area will be reviewed by the Owners Corporation.

ACTIVELY SUPERVISED *Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians MUST position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.*

CLUB ARMSTRONG
101 UNITY DRIVE MT DUNEED 3217
Ph: 9037 0885
www.armstronglife.com.au
clubmanager@armstronglife.com.au

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 27 of 63

AR831189W
11/01/2019 $48 OCAR

REAL STORIES.
REAL COMMUNITIES.

Rules of Use: POOL & RESORT POOL

Please read the following carefully.

- The Pool & Resort Pool Amenities are open for use from **7:00am-10:00pm Monday-Friday AND 8:00am to 10:00pm Weekends and Public Holidays**
- Users are not permitted to access these amenities outside of the designated hours of use
- Children under the age of 16 must be **ACTIVELY SUPERVISED** by an adult at all times
- The Pool & Resort Pool Amenities are intended for use by residents and guest only
- Guests are only permitted to use the Amenities when accompanied by a Club Armstrong resident
- Residents accept full responsibility for guests, in their use of the Pool & Resort Pool Amenities.
- Residents must ensure their guest is fully aware of the Amenities and their rules of use.
- Appropriate clothing & footwear must be worn at all times while using the Amenities
- No alcohol is permitted in the Pool &/Or Resort Pool area. Food is permitted in the outside facilities however residents are required to clean up after themselves ie: rubbish must be put into the bins. Chairs put back to their appropriate place ready for use again.
- Smoking is not permitted at any time throughout the facility.
- No pets at any time in the Pool &/Or Resort Pool or surrounding areas.
- Please observe all safety signage and note the following rules apply in the Pool & Resort Pool area – NO Diving, No Running, NO Bombing, NO Horseplay, NO glass wear
- For reasons of health and safety, users must adhere strictly to the following:
    - All equipment and furniture is to be returned tidily to the appropriate location in the Pool & Resort Pool and surrounding area.
    - Users who wish to use the Pool &/Or Resort Pool must bring a towel to dry off
    - **Users must refrain from walking through common property whilst still wet.**
    - Suitable swimwear must be worn at all times.
    - All users must shower before entering the Pool &/Or Resort Pool.
    - Offensive behavior or language will not be tolerated.
    - Excessive noise and mistreatment of equipment will not be tolerated
- The user will under no circumstances use the amenities for any trade or business where they receive financial restitution.
- The Owners Corporation and Centre Management reserve the right to close down the Pool & Resort Pool amenities for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the amenities.
- The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access into the Pool and Resort Pool amenities and surrounding area will be reviewed by the Owners Corporation.

ACTIVELY SUPERVISED *Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians MUST position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.*

CLUB ARMSTRONG
101 UNITY DRIVE MT DUNEED 3217
Ph: 9037 0885
www.armstronglife.com.au
clubmanager@armstronglife.com.au

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 28 of 63

villawood properties
REAL STORIES.
REAL COMMUNITIES.
Creating award winning communities for over 25 years!

ARMS

AR831189W
11/01/2019 $48 OCAR

Rules of Use: BBQ AREA

Please read the following carefully.

- The BBQ Amenities are open for use from **8.00am-10:00pm Monday - Sunday**
- Users are not permitted to access these amenities outside of the designated hours of use
- Children under the age of 16 must be **actively supervised** by an adult at all times
- **The BBQ Amenities area are intended for use by residents only**
- Guests are only permitted to use the amenities if accompanied by a Club Armstrong Resident
- Club Armstrong residents accept full responsibility for guests, in their use of the BBQ amenities. Residents must ensure their guests are fully aware of the amenities and their rules of use.
- Appropriate clothing must be worn at all times while using the amenities and surrounding area.
- **No alcohol is permitted in the BBQ Area.**
- Smoking is not permitted at any time throughout the common property.
- Please observe all signage and note the following rules apply for the BBQ Area
  - **No Pets**
  - **No Alcohol**
  - **No Smoking**
  - **No Glass Wear**
- For reasons of health and safety, users must adhere strictly to the following:
  - All Users must keep the area tidy and free of rubbish
  - Dangerous goods or gas cylinders are not allowed on common property
  - No sound amplification equipment is to be used
  - BBQ must be cleaned after use
  - Offensive behavior or language will not be tolerated
  - Excessive noise and mistreatment of the BBQ Area will not be tolerated.
- The Owners Corporation and Centre Management reserve the right to close down the BBQ areas for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the amenities.
- The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access to this area will be reviewed by the Owners Corporation.

ACTIVELY SUPERVISED *Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians MUST position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.*

CLUB ARMSTRONG
101 UNITY DRIVE MT DUNEED 3217
Ph: 9037 0885
www.armstronglife.com.au
clubmanager@armstronglife.com.au

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 29 of 63

villawood properties
REAL STORIES. REAL COMMUNITIES.
Creating award winning communities for over 25 years

ARMS
AR831189W
11/01/2019 $48 OCAR

Rules of Use: TENNIS COURTS

Please read the following carefully.

- The Tennis Court Amenities are open for use from **7:00am-10:00pm Monday-Friday AND 8:00am to 10:00pm Weekends and Public Holidays**
- Users are not permitted to access these amenities outside of the designated hours of use
- Children under the age of 16 must be **ACTIVELY SUPERVISED** by an adult at all times
- The Tennis Court Amenities are intended for use by residents and guest only
- Guests are only permitted to use the Amenities when accompanied by a Club Armstrong resident
- Club Armstrong Residents accept full responsibility for guests, in their use of the Tennis Court Amenities.
- Residents must ensure their guest is fully aware of the Amenities and their rules of use.
- The guest policy must be adhered to at all times.
- Appropriate clothing & footwear must be worn at all times while using the Amenities and surrounding area.
- No alcohol, No smoking and No food is permitted in the Tennis Court area.
- No pets are permitted in the tennis court area or surrounding areas.
- **Strictly NO scooters, NO bikes, NO skateboards are to be used within the Tennis Court area**
- You are not required to book the use of the courts in the quieter season, however from November to February bookings are required via www.armstronglife.com.au
- Offensive behavior or language will not be tolerated.
- Excessive noise and mistreatment of equipment will not be tolerated
- The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- Any user in breach of these rules will be asked to vacate the amenities immediately and their level of access to this area will be reviewed by the Owners Corporation.

ACTIVELY SUPERVISED *Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians MUST position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.*

IMPORTANT – Please note:

- Tenants are aware that as of the end of lease date access is automatically cancelled until proof of lease extension is provided. This must be from the landlord or estate agent on their letterhead and provided to Club Management.
- Both owners and tenants are aware that if / when they vacate / sell on the property they are responsible for returning the fob/s to the Club Armstrong office, charges WILL BE incurred if fob/s are not returned. This WILL also impact the next resident for that property gaining their access.

CLUB ARMSTRONG
101 UNITY DRIVE MT DUNEED 3217
Ph: 9037 0885
www.armstronglife.com.au
clubmanager@armstronglife.com.au

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 30 of 63

villawood properties REAL STORIES. REAL COMMUNITIES.
Creating award winning communities for over 25 years

ARMS

AR831189W
11/01/2019 $48 OCAR

Induction

At the end of induction, users of Club Armstrong Amenities should feel familiar with the services and amenities on offer. Users should know the location of all amenities in the facility. Users should be confident in the use of the amenities, equipment and activities. All users should have an understanding and acknowledge the requirements for the facility.

⌂ I know the location of services, including restrooms, change rooms, showers and all other amenities	☐
⌂ I have been advised of the location of first aid, defibrillator, lifesaving equipment	
⌂ The location of fire exits has been explained	☐
⌂ I understand that exercise and the use of these amenities may cause injury or aggravate certain medical conditions	☐
⌂ I have read and understand the rules of use for the Pool, Gym amenities & surrounding areas	☐
⌂ I am confident in my use of the facility	☐
⌂ I understand and will comply with the guest policy that has been explained to me	☐
⌂ I will actively supervise my children that are under the age of 16 years	☐

DECLARATION

I confirm that I have read and understand the Rules of Use for the Pool/ Gym amenities and surrounding areas, I hereby agree to abide by these. I am aware of the rules governing the use of both the Pool, Gym amenities and surrounding areas. I have been correctly shown the use of these amenities and confirm that If I so decide to use these amenities I do so at my own risk without liability to the Owners Corporation and/or Management.

NAME:

ADDRESS:

Signature: Date:

CLUB ARMSTRONG
101 UNITY DRIVE MT DUNEED 3217
Ph: 9037 0885
www.armstronglife.com.au
clubmanager@armstronglife.com.au

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 31 of 63

villawood properties REAL STORIES. REAL COMMUNITIES.
Creating award winning communities for over 25 years

ARMS

AR831189W
11/01/2019 $48 OCAR

FUNCTION ROOM HIRE

Upstairs Function Room:

- Maximum Capacity 220 people (this includes children and staff)
- $200 refundable Bond, pending condition report
- $200 cleaning fee
- Use of 10 large round table and 100 chairs plus furniture

The Parents Room:

- Maximum Capacity 26 people (this includes children and staff)
- $200 refundable Bond, pending condition report
- $200 cleaning fee
- No alcohol is permitted in the parent's room at any time

Terms:

- Each Lot is entitled to 2 bookings per financial year
- You must be 'financial' to book a function room
- Use of either function space has access to the kitchen, microwave, fridge and oven
- The hirer is responsible for ALL guests at ALL times
- The hirer must be in attendance of the function at ALL times
- Minimum of 14 days booking in advance is required
- The $200 bond is required when securing your booking
- All functions require a $200 cleaning fee, this price is subject to change
- The hirer must provide a temporary liquor license to management prior if alcohol is going to be served. This can be done via www.vcglr.vic.gov.au and is a policy of the Owners Corporation
- If your function is being catered, your caterer can provide their liquor license details, always check with them first
- If your function is after 6pm and you are having over 50 guests, you must have at least 1 security guard
- If your function has liquor you are required to have 1 security guard per 50 people
- You can engage your own security company but all relevant certificates must be presented to management
- The current price we have from our Security Company is $65 per guard per hour
- ALL relevant documentation must be provided to management a minimum of 24hrs prior to your function or your event WILL be cancelled
- Responsible service of alcohol is enforced
- You must ensure your guests remain within the function space area, they do not have access to the remainder of the facilities i.e. pools, gym or tennis courts
- You must ensure your guests are acting appropriately at all times
- Smoking is strictly not permitted within the facility including the decks and balcony
- After the function a condition report will be completed and signed off by staff & the hirer
- The hirer will ensure the doors during their function remain closed
- Your function needs to end 1 hour prior to the closing time to allow for clean up
- The hirer will return all furniture to where it was originally and take ALL of their rubbish away

What to do:

- Collect terms of use and an enquiry form from management, complete it and return to the office
- Your form will be forwarded to the Owners Corporation Manager who will generate the invoices as required
- Special function fobs will be issued to you prior to the function

CLUB ARMSTRONG
101 UNITY DRIVE MT DUNEED 3217
Ph: 9037 0885
www.armstronglife.com.au
clubmanager@armstronglife.com.au

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 32 of 63

AR831189W
11/01/2019 $48 OCAR
Version 2: 03/06/13

CONTENTS

MESSAGE FROM VILLAWOOD 3
1.1 Operation of the Design Guidelines 4
1.2 Construction of your home 4
2. APPROVAL PROCESS 5
2.1 RE-SUBMISSION 5
2.2 APPROVAL 5
2.3 BUILDING PERMIT 5
2.4 CONSTRUCTION 6
3. SITING & ORIENTATION 7
3.1 Considerations 7
3.2 Land Use 7
3.3 House Orientation 7
3.4 DWELLING ARTICULATION 7
3.5 Building envelopes and setbacks 8
3.5 Building Height 10
3.6 Slope Considerations 10
3.7 Site Coverage 10
4. BUILT FORM 12
4.1 Architectural Style 12
4.2 Materials and Colours 12
4.3 Dwelling Size 13
4.4 Terrace and Duplex Style Dwellings 13
4.5 Two Storey Dwellings 13
4.6 Corner Allotments 14
4.7 Energy Efficiency 14
4.8 Roofs 14
4.9 Garages 14
4.10 Overshadowing 16
4.11 Privacy and Overlooking 16
5. EXTERNAL CONSIDERATIONS 17
5.1 Access and Driveways 17

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 33 of 63

AR831189W
11/01/2019 $48 OCAR

5.2 Fences 17
5.3 Water Saving Initiatives 19
5.4 Letterboxes 20
5.5 General 20
5.6 Landscaping and Tree Protection 22
5.7 Construction Management 23
5.8 Broadband Network 23
6. NOTES AND DEFINITIONS 25
6.1 Notes on Restrictions 25
6.2 General Definitions 25
6.3 Additional Definitions 25
7. BUILDING ENVELOPES 27
8. BUILDING ENVELOPE PROFILES 28
9. CHECK LIST 29

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 34 of 63

AR831189W
11/01/2019 $48 OCAR

MESSAGE FROM VILLAWOOD

Welcome to Armstrong the newest in a long list of high quality developments by Villawood that will set a new benchmark for residential living in Geelong and the Bellarine Peninsula, delivering a place that is of superior quality in all aspects which residents are proud to call home.

The principal aim of these Design Guidelines ("Guidelines") is to create a coherent vision for the Armstrong community. Developed to enhance the lifestyle and investment of purchasers, the Guidelines are designed to ensure all homes at Armstrong are built to a high standard whilst encouraging a variety of housing styles which are in harmony with the streetscape. The Guidelines will assist in providing you with peace of mind that your investment will be enhanced in the future, guarding against inappropriate development that may detract from the attractiveness of the development.

Each individual house design should contribute to the surrounding environment and to the estate in a positive way. The Guidelines encourage home owners to construct innovative and appropriate designs that address sustainability issues and present a cohesive residential image for the estate.

To complement the design guidelines we encourage homes to be built with the benefit of Villawood's Positive Change initiative and the Green Savings Calculator. The Green Savings Calculator is a helpful online tool for this looking to build a new home or renovating and offers a useful and cost effective tool to help you save water energy and money.

To learn more about the Positive Change program and ideas you can incorporate into your new home, please visit our website:
www.villawoodpostivechange.com.au.

We hope you will see the value in Armstrong Guidelines and we look forward to working with you through the process of making Armstrong your home.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 35 of 63

AR831189W
11/01/2019 $48 OCAR

1.1 Operation of the Design Guidelines

The Design Assessment Panel ("DAP") will be formed to oversee the implementation of the Guidelines. It will comprise an Architect and a representative of the developer. The makeup of the panel may be varied. however, the panel will always include at least one Architect member.

All proposed building works including houses, garages, outbuildings and fencing shall be approved by the DAP prior to seeking a Planning Permit (if required) and a Building Permit. In considering designs, the DAP may exercise a discretion to waive or relax a requirement. The Guidelines are subject to change by the developer at any time without notice. All decisions regarding these Guidelines are at the discretion of the DAP.

Preliminary designs and enquiries are welcome to ensure compliance with your guidelines and it is recommended that you provide a copy of the design guidelines to your builder at the earliest possible time.

1.2 Construction of your home

Incomplete building works must not be left for more than 3 months without work being carried out and all building works must be completed within twelve months of their commencement.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 36 of 63

AR831189W
11/01/2019 $48 OCAR

2. APPROVAL PROCESS

After reviewing and understanding these Guidelines, including discussing the Guidelines with your Architect, Builder and or building designer, you will need to submit the following to the DAP.

Provide 2 copies in A3 format to the DAP for approval as follows:

- Site plan (1:200 scale) showing:
  - setbacks from all boundaries
  - Building Envelope
  - existing contours
  - proposed finished floor levels and site levels
  - external features including driveways, paths, fencing and outbuildings
  - Landscaping
- House floor plans (1:100 scale)
- Elevations from four sides (1:100 scale)
- Schedule of external materials and colours. Colour swatches must be provided.
- Completed Check List (refer Section 8 of Guidelines)
- Note: internal fit-out details such as kitchens etc. are not required.

Submit all hardcopy information to:

ARMSTRONG DESIGN ASSESSMENT PANEL
c/- Stephan P. Kosa & Associates Pty Ltd
PO Box 356
Mont Albert, Vic 3127

Applications can also be emailed to DAP@kosaarchitects.com.au

2.1 RE-SUBMISSION

Plans that do not comply with the Guidelines will be returned with the areas of non-compliance highlighted. Amended plans need to be resubmitted for approval.

Any alterations made to the resubmission other than the initial non-compliance should also be highlighted on the plans or an accompanying letter.

2.2 APPROVAL

The DAP will promptly approve plans that comply with the requirements of these Guidelines. Allow approximately 10 working days for approval.

2.3 BUILDING PERMIT

After approval from the DAP, you must then obtain a Building Permit from the Council or a Private Building Surveyor.

Note: Design approval from the DAP does not exempt the plans from any building or statutory regulations other than the regulations that are superseded by the approved building envelopes and approved profile diagrams. Approval must be obtained from the relevant authorities for Building Permits, build over easements and connections etc. Report and consents cannot be requested for regulations that are covered under the approved Building Envelopes.

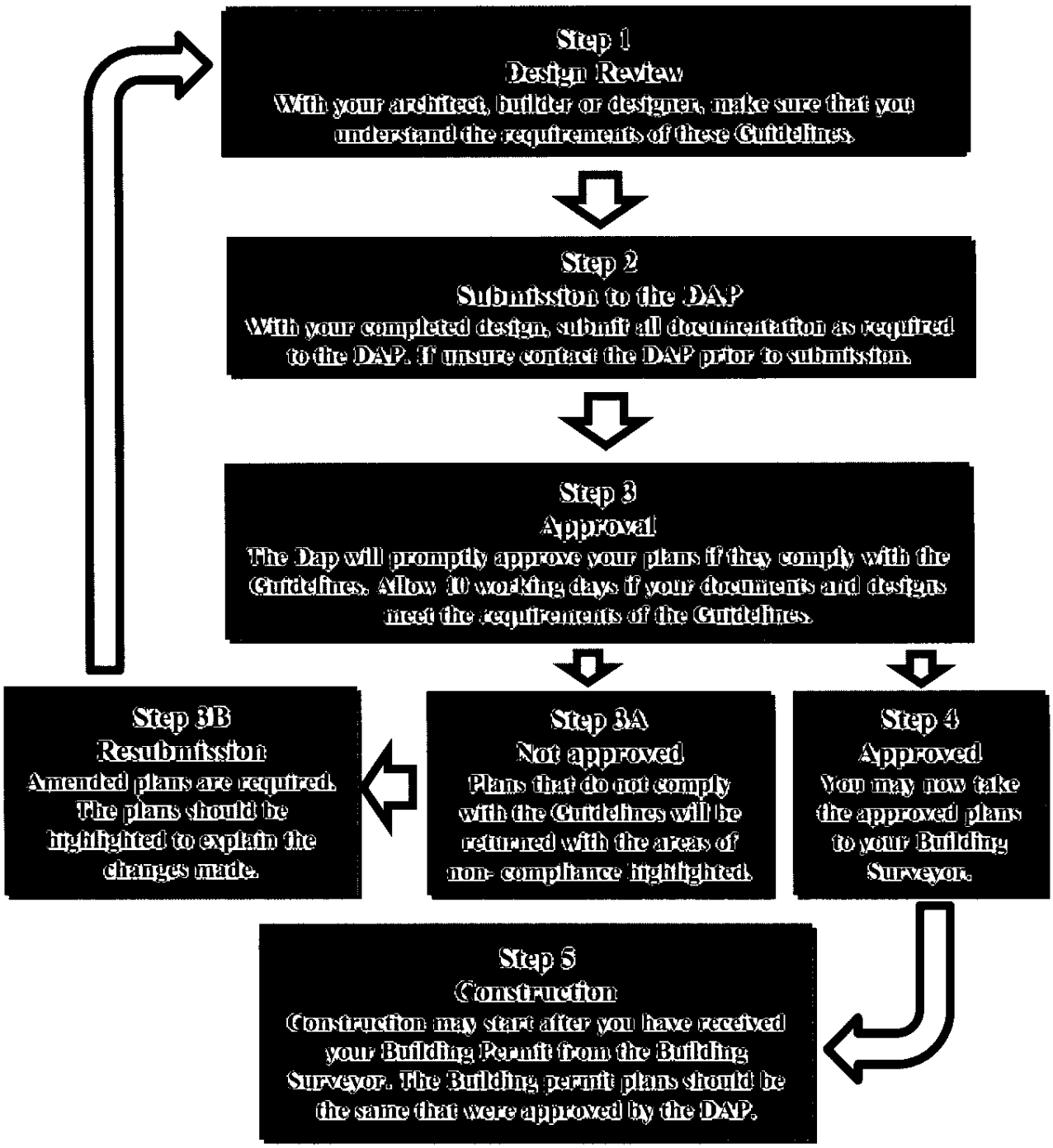
Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 37 of 63

AR831189W
11/01/2019 $48 OCAR

Approval by the DAP does not infer compliance under the Building Code of Australia, Rescode and other applicable planning or building regulations.

2.4 CONSTRUCTION

Once a Building Permit has been obtained, construction of your house may begin.



Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 38 of 63

AR831189W
11/01/2019 $48 OCAR

3. SITING & ORIENTATION

3.1 Considerations

The siting of your home will be integral in developing the neighbourhood theme within the community. Consideration must be given to:
- Ensuring best visual presentation from the street;
- Maximising the benefits of solar access;
- Promoting energy efficiency;
- Minimising overlooking & over shadowing; and
- Respecting the privacy and amenity of neighbours.

3.2 Land Use

One dwelling only is permitted per allotment. Dual occupancy and further subdivision is not allowed. This does not apply to allotments identified by the developer as medium density allotments.

3.3 House Orientation

Houses must face the main street frontage and present an identifiable entrance to the street. Where possible, houses should be sited so that habitable rooms and private open spaces face northwards to receive maximum solar efficiency.

3.4 DWELLING ARTICULATION

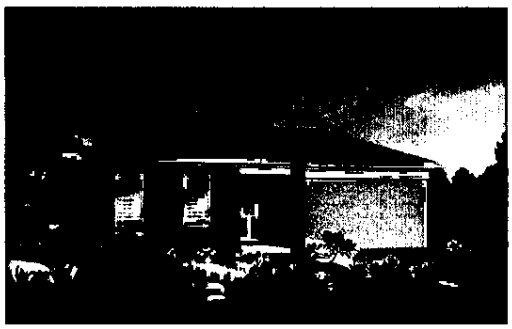
To ensure that dwellings constructed within the community are designed to a high quality contemporary standard, they should be designed so that front and secondary street frontage facades are well articulated. Broad flat surfaces extending greater than 6 metres shall not be permitted.

Articulation can be achieved through a variety of ways and must incorporate at least one of the following features;

- Use of different materials and textures
- Variable wall setbacks to the front and side street boundaries
- Introduction of verandahs, porticos and pergolas
- Feature gable roof
- Continuation of window style and



Acceptable articulation



No articulation

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 39 of 63

AR831189W
11/01/2019 $48 OCAR

3.5 Building envelopes and setbacks

Building Envelopes

Building Envelopes have been prepared for the lots in each stage at Armstrong and are contained within the Guidelines. The construction of buildings or associated buildings, including garages, must be contained within the Building Envelope specified for that allotment in the Guidelines and in accordance with the Profile Diagrams depicted in the Guidelines.

Setbacks

The following setbacks for houses and garages must be met.

(i) The Front Street

The front street setback is designated on the specified Building Envelope for each allotment. All houses must be set back from the main street frontage by the minimum distance indicated.

Garages must be located or set back behind the front façade of the home.

(ii) Splayed and curved street frontages

Unless noted on the plan, the minimum front setback on a splayed or curved corner between two street frontages is on an arc connecting the front street setback line to the side street setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc.

Front entrances are to be easily accessible from the main street frontage.

(iii) The Side Boundaries

The side setback is designated on the specified Building Envelope for each allotment. A building must be setback from a side boundary not less than the distances specified in the Building Envelope Profiles and shown on the Building Envelopes by a setback identifier code. Garages may be built to the side boundary if provided for on the Building Envelope and adjacent buildings allow. The measurements are taken from the natural surface levels to the top of the wall.

(iv) The Side Street Boundary

The side street setback is designated on the specified Building Envelope for each allotment.

(v) The Rear Boundary

Generally, a rear wall of a building not exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 3 metres, and a rear wall of a building exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 5.5 metres for standard lots. The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side envelope

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 40 of 63

AR831189W
11/01/2019 $48 OCAR

profile as shown in the Profile Diagrams, or a height limit for a rear setback as dimensioned on the Building Envelope plan.

(vi) Walls on boundaries

Unless otherwise noted on the Building Envelopes, walls and associated parts of a building within 1.0 metre of a boundary are restricted to areas within a Building to Boundary Zone (BBZ). The BBZ spans the length of the side boundary between the front and rear setbacks permitted by this Building Envelope.

Within the BBZ, the following apply:

- Walls within the Building to Boundary Zone are allowed.
- Carports and verandahs are not permitted to be built to the boundary.
- Maximum height of a wall in the BBZ is restricted to 3.6 metres.
- Walls less than 1.0 metres from the boundary must be within 150 mm of the boundary.

(vii) Encroachments

Side, Side Street and Rear: The following may encroach into the specified setback distances by not more than 600 mm:

- Porches and verandahs
- Masonry chimneys
- Screens, but only to the extent needed to protect a neighbouring property from a direct view
- Water tanks
- Heating and cooling equipment and other services

The following may encroach into the specified setback distances:

- Landings with an area of not more than 2 square metres and less than 0.8 metres high
- Unroofed stairways and ramps
- Pergolas
- Shade sails
- Eaves, fascia, gutters

Front: The following may encroach into the specified front street setback distances by no more than 1000 mm:

- Porches and verandahs to a maximum height of 4m.
- Decks and uncovered landings of not more than 2 square metres and less than 0.8 metres high from natural ground
- Eaves.

(viii) Edge Boundary

Exemptions relating to side setbacks and relating to siting matters do not apply to an Edge Boundary.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 41 of 63

AR831189W
11/01/2019 $48 OCAR

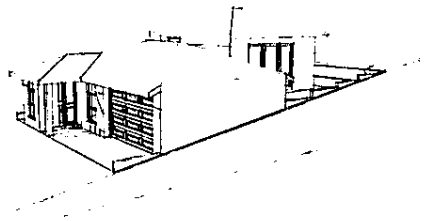
3.5 Building Height

The maximum building height is 10 metres above the natural surface level of the ground directly below it. A maximum rise of 2 storeys is permitted.

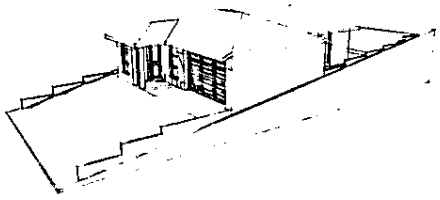
For the purpose of the Guidelines, a maximum wall height of 7.2 metres is permitted above natural ground level. Natural ground/surface level is defined as the ground level after engineering works associated with the subdivision have been completed. Sloping sites which may allow additional built area under the ground floor level will be considered and may be approved depending upon overall design and setback requirements. Large bulk excavations or high retaining walls are not permitted. For the purpose of these Guidelines retaining walls greater than 1m are considered excessive.

3.6 Slope Considerations

Houses and garages should be sited and designed to take advantage of the natural slope conditions at Armstrong. Split level designs, for example, can be designed to follow the fall of the land and avoid unsightly and expensive earthworks that scar the natural landscape.



Correct level of excavation



Incorrect level of excavation

Unsightly cut or fill should be avoided and limited to 1.0m in depth. Landscaped terraces are preferred as per below with engineer-designed retaining walls.

3.7 Site Coverage

Unless otherwise specified in the notations to the Building Envelopes as they apply to particular allotments, buildings must not occupy more than 60 per cent of the lot.

In calculating site coverage, eaves, fascia and gutters not exceeding 600 mm in total width, and unroofed swimming pools, terraces, patios, decks and pergolas should be disregarded. Roofed areas of terraces, patios, decks and pergolas are to be included in overall calculations.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 42 of 63

AR831189W
11/01/2019 $48 OCAR

Those lots noted accordingly in the Building Envelopes may have maximum permitted site coverage of 70% but must have a private open space area that measures 25m² with a minimum dimension of 3 metres in width.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 43 of 63

AR831189W
11/01/2019 $48 OCAR

4. BUILT FORM

4.1 Architectural Style

At Armstrong, high standards of house design will be required and a variety of styles are encouraged. Designs should be responsive to the individual attributes of the lot, having regard to any slope or vegetation. Designs that break the front of the dwelling into distinct visual elements will be supported.

The inclusion of projections integral to the design and style of the dwellings such as verandahs are encouraged. Further enhancement can be achieved through the use of detail and shade in the form of pergolas and extended eaves.

Houses with identical facades may not be constructed in close proximity and identical houses must be separated by a minimum of five houses in any direction. This will only be permitted where lots are less than 300sqm and are located next to each other, but do not share a common street frontage. The appearance of dwellings should provide a degree of richness and variety ensuring the creation of pleasant, interesting streetscapes.

Houses which have long uninterrupted expanses of wall should be avoided. Features, which may detract from the appearance of a house from the street, including small windows, obscure glass, window security shields, canvas and metal awnings, will be discouraged.

4.2 Materials and Colours

The materials and colours of the walls and roofs of houses will have a major impact on the visual quality of Armstrong. The use of a combination of finishes is encouraged for the purpose of achieving a degree of individuality and interest. Thoughtful selection of materials and colours will achieve a degree of visual harmony between houses and will avoid colours that are out of character with neighbouring houses. For these reasons, purchasers are requested to submit roof and wall materials and colours for approval. Colours which reflect the natural tones of the environment at Armstrong are recommended.

External Walls

- The external walls (excluding windows) are to be constructed of brick, brick veneer, texture coated material, weatherboard or other material as approved by the DAP. Colours of trims should be selected to complement the main body of the house & the natural environment.
- Dwellings must have at least 25% render to the front facade or other texture coated material as approved by the DAP.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:50 Page 44 of 63

AR831189W
11/01/2019 $48 OCAR

Roofs

- The roof is to be constructed of steel or masonry or as approved by the DAP. Roof colours which reflect the natural tones of the environment at Armstrong are recommended and the use of Colourbond is encouraged.

4.3 Dwelling Size

The minimum dwelling size is:

- 160 square metres in the case of a lot having an area of 500 square metres or greater; or
- 130 square metres in the case of a lot having an area of 400 square metres or greater but less than 500 square metres; or
- 100 square metres in the case of a lot having an area of 300 square metres or greater but less than 400 square metres; or
- 75 square metres in the case of a lot having an area of less than 300 square metres.

4.4 Terrace and Duplex Style Dwellings

Terrace style and duplex dwellings and dwellings on lots less than 10 metres wide must have a greater degree of articulation to the front facades. Stepping of the materials and the use of alternate materials must be incorporated to accentuate the articulation. Consideration of garage location and treatment must be considered so as not to dominate the streetscape.

4.5 Two Storey Dwellings

All two storey dwellings must be articulated to the front façade as a minimum, alternate materials are encouraged as a method of providing the visual break from a monotone and bleak façade. Treatments such as pergolas, verandahs etc. are recommended to break the line of sight. This recommendation also reflects to double storeys dwellings to corner allotments.

It is important to ensure that two-storey houses are designed and sited correctly to minimise overlooking and overshadowing. It is recommended that initial concepts for two-storey houses be discussed with the DAP.

The articulation of the front of the upper level of two-storey houses is encouraged to avoid dominating the streetscape.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 45 of 63

AR831189W
11/01/2019 $48 OCAR

4.6 Corner Allotments

The home design must address both the primary and secondary street frontages and be of a consistent architectural design.

Design elements (such a verandahs, detailing, feature windows & materials) used on the primary frontage must continue on that part of the secondary frontage that is visible from the public realm.

4.7 Energy Efficiency

An energy smart home takes advantage of the sun's free warmth and light and, with the inclusion of energy efficient appliance and systems, will save a great deal of energy.

Well-designed homes reduce the demand on heating and cooling. Any style of house can be energy efficient. Energy smart homes have a combination of features which work together to ensure you achieve the highest degree of comfort with minimum energy use.

Homes at Armstrong must achieve a minimum of 6 Star Energy Rating in accordance with the Victoria Home Energy Rating System or greater if legislated by the building regulations. An energy rating certificate will not be required prior to DAP approval; however, a certificate will be required prior to obtaining a Building Permit.

4.8 Roofs

Articulated roof shapes are preferred with hips and gable roof forms, coastal skillion roof styles and higher degrees of pitch encouraged, although each design will be considered on its merits by the DAP.

Houses on lots fronting the Armstrong Creek or a water body must have 450mm eaves.

4.9 Garages

The garage and family car (s) have a significant impact on the streetscape. The design and location of garages should endeavour to make them an integral and unobtrusive part of the house. All homes must allow for an enclosed garage for car accommodation. All lots greater than 300m² must have garages setback a minimum 5m from the main street frontage, unless otherwise specified.

Double garages must be provided on lots greater than 12.5 metres in width. Garages must be constructed within the Building Envelope. The garage

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 46 of 63

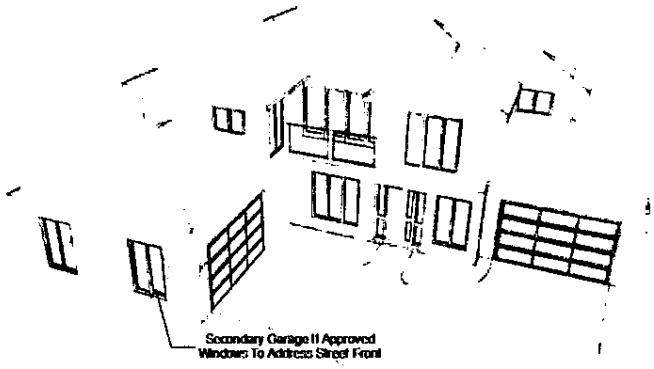
AR831189W
11/01/2019 $48 OCAR

setback also applies for entry to the garage from the side street boundary, unless otherwise noted.

It is preferable for garages to be constructed under the main roof of the house. If garages are free standing and/or visible from the street, they should match the roof form and be constructed of the same materials as the house. The garage may be constructed to the side boundary, depending on the location of adjacent buildings and garages relative to the side boundaries and whether permitted by the Building Envelope. Deep excavations on the boundary will not be permitted - this would cause detriment to adjoining properties.

Secondary garages are discouraged. The design for an additional garage would need to be discussed with the DAP and it must be disguised and out of view from the main street frontage. Only one crossover is permitted and only one double garage door is permitted to be visible from the main frontage of the house.

When designing garages, consideration must be given to the screening of boats, caravans and trailers and for 'drive-through' access to the rear yard. The garage door is a major visual element of the streetscape and doors facing the street must be panelled and of a colour which complements the house. The inclusion of windows, recesses or projections in the garage door should be considered so as to present an interesting and integrated façade.



Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 47 of 63

AR831189W
11/01/2019 $48 OCAR

4.10 Overshadowing

This item is covered within the building envelope plan and profile diagrams. Building Regulation 416, 417 & 418 is superseded by this Guideline.

4.11 Privacy and Overlooking

This item is covered within the building envelope plan and profile diagrams. Building Regulation 419 is superseded by this Guideline.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 48 of 63

AR831189W
11/01/2019 $48 OCAR

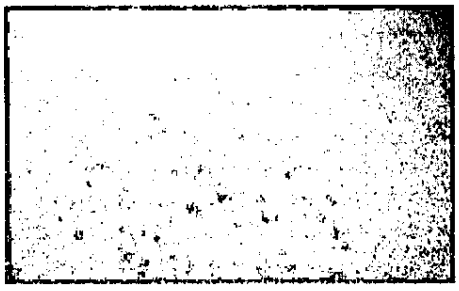
5. EXTERNAL CONSIDERATIONS

5.1 Access and Driveways

Driveways are a major visual element at Armstrong and should be constructed using materials that blend with or complement the dwelling textures and colours. Only one driveway will be permitted for each lot, unless there are special circumstances which will be considered by the DAP.

Driveways must not be wider than 5 metres at the street boundary of a lot and planting between the driveway and property boundary is encouraged.

Driveways must be constructed of brick and/or concrete pavers, coloured concrete, saw-cut coloured concrete, or concrete with exposed aggregate.





Examples of approved driveway finished.

All driveways must be completed within three months of the Occupancy Permit being issued.

5.2 Fences

The objective of the DAP is to provide a degree of uniformity throughout the estate and thereby avoid an untidy mix of various fence standards, colours and types. To enhance the park-like character of the estate, no front fencing will be permitted.

Fences may be stained with a clear finish but must not be painted with coloured stains or paint.

On side boundaries, no fencing is permitted forward of the building line.

All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres (excluding a screen required for overlooking purposes).

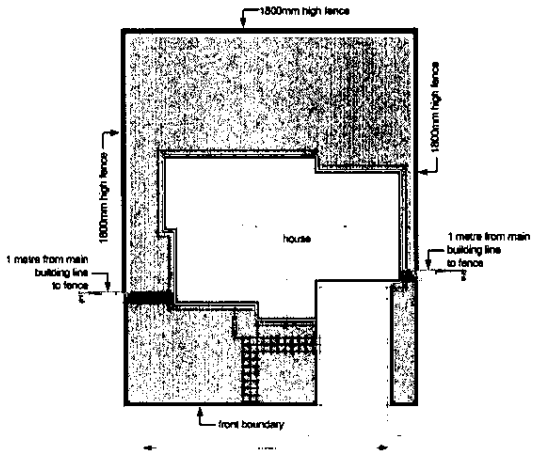
All fencing must be constructed in accordance with the Restrictive Covenant as detailed on the relevant Plan of Subdivision and as approved in writing by the DAP. For the purposes of these Guidelines, the prescribed fence height

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 49 of 63

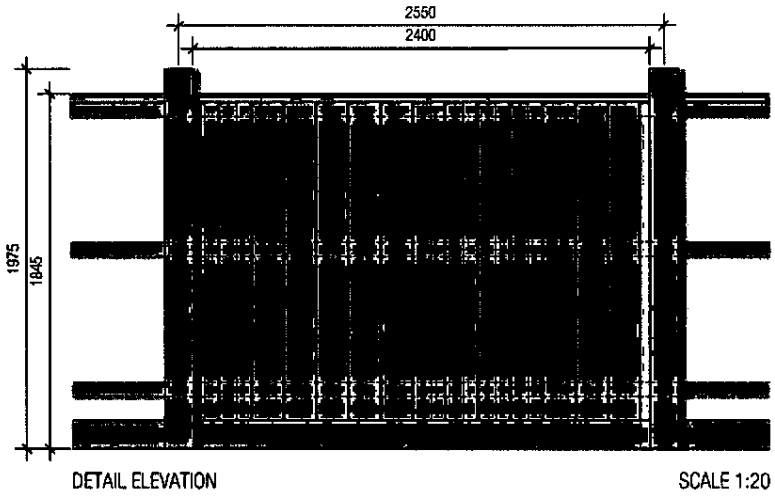
AR831189W
11/01/2019 $48 OCAR

of 1.8 metres to the side street, side and rear boundaries will be exempt from the provisions of the Building Regulations.

Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.



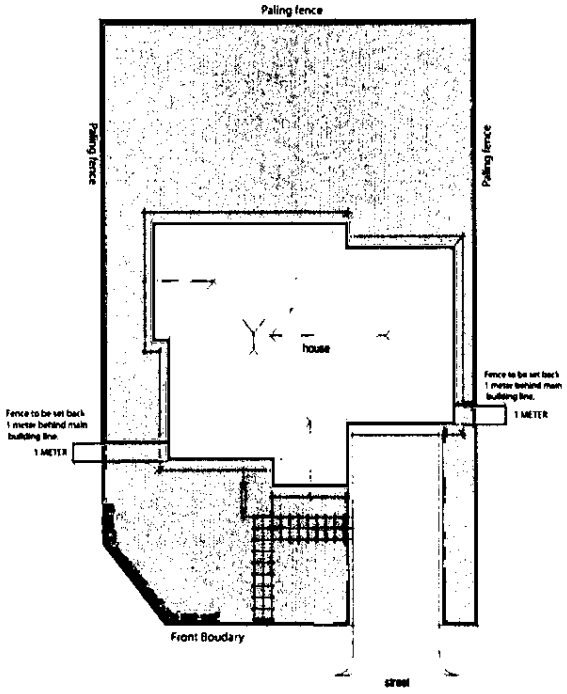
Depiction of typical boundary fencing location



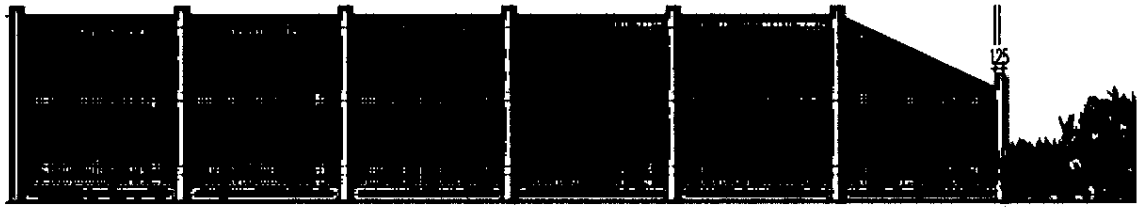
Elevations of typical paling fence

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 50 of 63

AR831189W
11/01/2019 $48 OCAR



Depiction of corner lot fence



Side boundary fence elevation

5.3 Water Saving Initiatives

All homes must provide for a connection to the recycled water network for use in garden taps, toilet flushing, car washing and the like at the cost of the lot owner.

All residents are encouraged to consider other water saving initiatives in the home including:

- Grey water systems
- Rain water tanks
- Solar hot water systems
- Energy efficient tap ware and appliances

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 51 of 63

AR831189W
11/01/2019 $48 OCAR

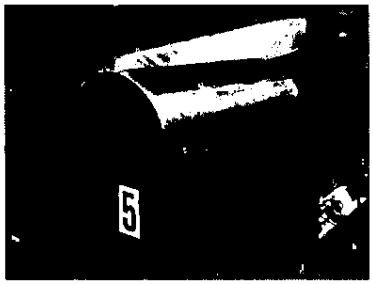
5.4 Letterboxes

Letterboxes should be designed to match the house using similar materials and colours and must be erected prior to Certificate of Occupancy.

The size and position of the letterbox must comply with Australia Post requirements. The street number must be clearly identifiable, suitably sized and located and must not interfere with the overall streetscape.



Examples of preferred letterboxes

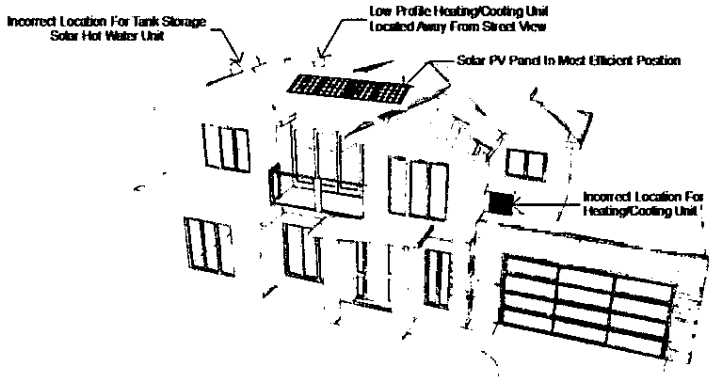


Example of unacceptable letterbox

5.5 General

External fixtures must achieve the following objectives and the location must be noted on plans to be submitted to the DAP:
Clothes-lines, Garden Sheds, External Hot Water Services and Ducted Heating Units must not be visible from the street.

Solar Water Heaters are permitted and, where possible, are to be located out of view from the street frontage. The solar panels shall be located on the roof, not on a separate frame.



Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 52 of 63

AR831189W
11/01/2019 $48 OCAR

Air-Conditioning Units
Evaporative air-conditioners must be positioned so that they are not visible from the main frontage of the dwelling. They must be painted to match the colour of the roof, be low profile units and installed as low as possible below the roof ridgeline towards the rear of the house. Wall mounted air-conditioners must be located below the eaves line, screened from public view and suitably baffled to reduce noise.

Television Antennae are not permitted as television services are available through the Opticomm Fibre Network.

Satellite Dishes will only be approved if located below the roofline of the house and must be screened from public view.

Rainwater Tanks must be not visible from the street frontage.
No external ***Plumbing*** to a dwelling shall be visible from a street or dwelling. All plumbing on double-storey houses, except downpipes, must be internal so as not to be visible from the street or neighbouring properties.

External lighting including spotlights, flood lights and any lights illuminating any outdoor area are to be approved by the DAP and the use of LED or solar lighting is encouraged.

Rubbish Bins & Recycling Bins should be stored out of view from the street.

Commercial Vehicles with a carrying capacity of 1 tonne or more or any boat, caravan or trailer shall not be permitted to be parked on a lot so that it is visible from any street.

Advertising Signage
Signage is not permitted on residential lots with the following exceptions:

- Only one advertising sign will be permitted to be erected on a lot that is being advertised for resale AND only after the developer has sold ALL lots in the relevant stage.
- Display home signage will be permitted but only with the written approval of the DAP and the City of Greater Geelong.

Builders or tradespersons identification required during construction of the dwelling to a maximum size of 600 mm x 600 mm. Such signs must be removed within 10 days of the issue of the Occupancy Permit.

Sheds
Sheds should be restricted in size and must be in harmony with the other buildings. Sheds are to have a maximum wall height of 2.4m, maximum ridge height of 3 metres and a maximum floor area of 9 square metres. It is

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 53 of 63

AR831189W
11/01/2019 $48 OCAR

the responsibility of the Purchaser to ensure that the requirements relating to location, size and height for all outbuildings adhere to governing authority requirements.

All sheds are to be erected with a muted/earthy tone colorbond material.

Carports
No carports are permitted to the front of the dwelling.

Window Furnishings
Internal window furnishings which can be viewed by the public must be fitted within three months of occupancy. Sheets, blankets or similar materials for which window furnishing is not their primary use will not be permitted.

5.6 Landscaping and Tree Protection

General Guidelines
The garden design will require careful thought to ensure that the appropriate plants are selected for the particular lot conditions.

The objective is to achieve a cohesive blend of indigenous vegetation and other landscape elements, integrating street and parkland landscaping with private gardens so that the streetscape presents as a landscaped garden.

Landscape design and plant selection should minimise the need for garden watering. No tree or shrub with a mature height greater than 3 metres should be planted closer than 2 metres to the house. Purchasers should make their own enquiries with the City of Greater Geelong and obtain a list of allowable vegetation.

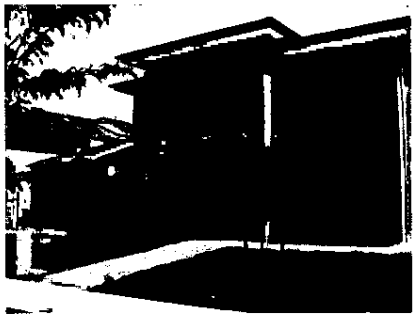
Front Gardens
All landscaped areas to the front of the house must be established within three months of the issuing of the Occupancy Permit to ensure good presentation is achieved for the local community. The front garden should include at least 20 plants/shrubs in 150mm pots and at least one advanced feature tree in a 75 litre pot.

Embankments
Embankments should not exceed a slope of 1 in 5. Retaining walls are preferred to steep embankments and should be kept to a maximum height of 1m – a number of small terraces are preferred.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 54 of 63

AR831189W
11/01/2019 $48 OCAR





Examples of acceptable landscaping treatments.

5.7 Construction Management

During the construction period the builder must install a temporary fence and ensure that rubbish and building waste is contained within the building site. Damage to nature strips caused during the construction period is solely the responsibility of the landowner and their builder.

5.8 Broadband Network

Armstrong is an OptiComm Fibre Connected Community. This means that all homes in Armstrong will have access to the OptiComm high speed broadband network. Some benefits of high speed broadband are:

- Distribution of analogue and digital free to air television
- Ultra-high speed internet - even in high usage times and not affected by distance from an exchange
- Pay TV - choice of providers
- External aerials and satellite dishes are not required

What you need to do to prepare for High Speed Broadband:

Step 1. Conduit (Pipe) Installation

You must make sure your builder has installed a 32mm white telecommunications conduit from the front boundary of your lot to the meter box location on the side of your house. Your builder can install this conduit, or you can arrange for OptiComm, who undertake all Optic Fibre Network Connections, to install this conduit for you. Typical costs for up to 10 metres of trenching and conduit would be $440 (GST inclusive). The OptiComm Customer Connection Information Desk can be contacted on 1300 137 800. This conduit should be installed during construction of your home.

Step 2. Prepare your home to be able to distribute the Internet, Telephone, TV and other services throughout your rooms

Structured Cabling of your home is optional, but highly recommended, as it will enable you to take advantage of all features the Armstrong Optical Fibre Network has to offer. It is recommended that you arrange a quote to cable your new home from your builder or OptiComm's contractors early in your

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 55 of 63

AR831189W
11/01/2019 $48 OCAR

construction phase or at contract negotiation as the wiring should be done at the frame stage of construction. Structured Cabling is an additional cost to the conduit and customer connection.

Step 3. Connection to the Optical Fibre Network

When you have received your Certificate of Occupancy or are about two (2) weeks before you move in, call OptiComm's Customer Connection Information Desk on 1300 137 800 to arrange the connection to the Optical Fibre Network.

The typical customer connection cost is $550.00 incl. GST and includes the following services:

- Installation of Optical Network Terminal and the Power Supply Unit (back-up battery not included)
- Access to Free to Air Digital and Analogue (if available) TV signals
- Access to Foxtel Pay TV signals (resident to arrange for Foxtel connection at their cost)

Step 4. Contact a Retail Internet and Telephone Service Provider

Finally, the last step involves contacting a Retail Service Provider to arrange the connection of your Retail Internet and Telephone Services (see details over page). You will be contracting the Retail Service Provider to provide the Internet and Telephone Services over the OptiComm Wholesale Network.

Hints when discussing your requirements:

- Tell them you are in an OptiComm Fibre Community
- Make sure you tell them you are at Armstrong in Mount Duneed
- Make sure you give them your full address
- Tell them whether you have moved in yet
- Advise them whether you have had OptiComm install the Optic Fibre and Hardware in the enclosure near your meter box - this will affect the time it takes to connect services
- If speaking with Foxtel make sure you tell them you are in an OptiComm Fibre Estate and the "ONT" (Optical Network Terminal) is installed

For further information please refer to:

http://www.opticomm.net.au/

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 56 of 63

AR831189W
11/01/2019 $48 OCAR

6. NOTES AND DEFINITIONS

6.1 Notes on Restrictions

- Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
- In the case of a conflict between the Building Envelope plan or Profile Diagrams and these written notations, the specifications in the written notations prevail.
- Buildings must not cover registered easements unless provided for by the easement.

6.2 General Definitions

If not defined above, the words below shall have the meaning attributed to them in the document identified:
In the *Building Act 1993:*

- Building
- Lot

In Part 4 of *Building Regulations 2006:*

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the *Victoria Planning Provisions*, 31 October 2002:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

6.3 Additional Definitions

Edge Boundary

Edge Boundary means the boundary or part of a boundary of a lot on the Plan of Subdivision that abuts a lot, which is not shown on the Plan of Subdivision. An Edge Boundary lot is marked "E" on the Building Envelope plan.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 57 of 63

AR831189W
11/01/2019 $48 OCAR

Front street or **Main Street frontage**
Front Street means the street or road that forms the frontage to the lot concerned. Where there is more than one road which adjoins a lot or where it may be otherwise unclear, the Front Street may be identified by the letter "F" in the Building Envelope Plan or will be as agreed in writing by the DAP.

Side boundary
A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

Street
For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right of way.

Standard lot
A single lot that accommodates a freestanding house detached from adjoining houses and of an individual style.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 58 of 63

AR831189W
11/01/2019 $48 OCAR

7. BUILDING ENVELOPES

Refer attached Building Envelopes
To be read in conjunction with Building Envelope Profiles (refer Section 8) and Armstrong Plan of Subdivision for relevant stage.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 59 of 63

AR831189W
11/01/2019 $48 OCAR

8. BUILDING ENVELOPE PROFILES

Refer attached Building Envelope Profiles
To be read in conjunction with Building Envelopes (refer Section 7) and Armstrong Plan of Subdivision for relevant stage.

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 60 of 63

AR831189W
11/01/2019 $48 OCAR

9. CHECK LIST

PLEASE COMPLETE THIS CHECK LIST AND SUBMIT TO THE DAP WITH YOUR PLANS FOR APPROVAL TO:

ARMSTRONG DESIGN ASSESSMENT PANEL
c/- Stephan P. Kosa & Associates Pty. Ltd.
PO Box 356, Mont Albert, Vic. 3127

Allotment details
Lot Number.....Street.....

Owner details
Name.....

Mailing address.....

.....

Contact Numbers.....Email.....

Builder details
Name (contact).....

Company:.....

Mailing address.....

Contact number.....Email.....

Correspondence sent to Owner or Builder (please circle one)

Attachments
☐ Completed checklist
☐ Email copy
☐ Landscape plan
☐ Hard copies of drawings x 2
☐ Colour and materials incl swatches

Application received.....

Notice of re-submission (date).....

Areas of non compliance.....

Re-submission received.....

Approval date.....

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 61 of 63

AR831189W
11/01/2019 $48 OCAR

This Checklist will assist in determining whether your house design complies with the Armstrong Design Guidelines.

If your plans comply, you can expect your plans to be approved by the DAP within ten working days.

IS THE FOLLOWING INFORMATION INCLUDED IN YOUR APPLICATION?

	YES	NO
House floor plans at a scale of 1:100 (**two copies)**		
Elevations from four sides at a scale of 1:100 (**two copies)**		
Roof plan (**two copies)**		
Site plan at scale of 1:200 showing (**two copies)** - Setbacks from all boundaries - Building Envelope - Existing contours - Proposed finished floor levels and site levels - External features including driveways, paths, fencing and outbuildings - Landscaping		
Schedule of external materials and colours		

DOES YOUR HOUSE DESIGN COMPLY WITH THE GUIDELINES?

	YES	NO
SITING & ORIENTATION:		
Do you propose to build only one dwelling on the allotment?		
Does your house face the main street?		
Is your home and associated buildings, including the garage, contained within the Building Envelope?		
Are there any encroachments into the specified setbacks? Are they allowable encroachments?		
What profile types apply to your allotment (Refer Building Envelope Plan) - Profile Types		
Is your home and associated buildings designed within the profile?		

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 62 of 63

AR831189W
11/01/2019 $48 OCAR

	YES	NO
Is the height related setback from the side boundaries achieved?		
Does your design meet the site coverage requirement of less than 60% of the lot (or 70% if noted)?		
BUILT FORM:		
ROOF Material_____ Colour_____ **WALLS** Material_____ Colour_____ **TRIM** Material_____ Colour_____		
Is your allotment size equal to or greater than 500sqm? If so, does your home exceed the minimum size required of 160sqm (approx. 17 squares) excluding garage?		
Is your allotment size greater than 400sqm but less than 500sqm? If so, does your home exceed the minimum size required of 130 square metres (approx. 14 squares) excluding garage?		
Is your allotment size greater than 300sqm but less than 400sqm? If so, does your home exceed the minimum size required of 100 square metres (approx. 11 squares) excluding garage?		
Is your allotment size less than 300sqm? If so, does your home exceed the minimum size required of 75 square metres (approx. 8 squares) excluding garage?		
Does your home achieve a **6 Star Energy Rating** in accordance with the Victoria Home Energy Rating System?		
Are you proposing a second garage? If so, is only one double garage door visible from the main frontage of the house?		
Is your house two-storey? If so, is the upper level stepped back?		
Does your house overlook/overshadow your neighbour's private open space areas?		
Does your house allow you to look into your neighbour's habitable rooms?		

Delivered by LANDATA®. Land Use Victoria timestamp 09/05/2019 12:51 Page 63 of 63

AR831189W
11/01/2019 $48 OCAR

EXTERNAL CONSIDERATIONS:	YES	NO
Does your design allow for only one driveway?		
Do you accord with the No Front Fence restriction?		
Is there fencing between the front lot boundary and the building line?		
Does your side and rear fencing comply with the fencing guideline?		
Does your design include provision for recycled water use in garden taps and toilet flushing?		
Have you placed external fixtures such as clothes-line, solar water heaters etc in positions that are not visible from the street?		
Have you made provision for locating your antenna within the roof of the house?		
If you are proposing an air-conditioner, is it located below the eaves line at the rear of the house?		
If you are proposing an evaporative air cooler, can it be seen from the front of the street? What colour is it? _____		
Does the house have internal plumbing?		
Will the landscaping of your front garden be complete within three months of you occupying your house?		
Have you arranged for the installation of an Optical Fibre lead-in conduit that is in accordance OptiComm requirements?		

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006137649
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/12/2025 to 01/12/2026 at 4:00pm
Plan Number	709524N
The Insured	OWNERS CORPORATION PLAN NO. PS 709524N (COMMON PROPERTY)
Situation	101 UNITY DRIVE MOUNT DUNEED VIC 3217

Sections

Section 1 – Insured Property

Building: $9,000,000
Common Area Contents: $300,000
Loss of Rent & Temporary Accommodation (total payable): $1,350,000
Lot Owners' Fixtures and Improvements (per lot): Not Selected

Optional Extensions:
Catastrophe Insurance Sum Insured: $1,350,000
- Extended Cover - Loss of Rent & Temporary Accommodation: $202,500
- Escalation in Cost of Temporary Accommodation: $67,500
- Cost of Removal, Storage and Evacuation: $67,500

Machinery Breakdown: $100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: $30,000,000

Section 3 – Voluntary Workers

Death: $300,000
Total Disablement: $3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: $250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: $5,000,000

Section 6 – 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

Flood Cover is included.

Common Area Cover

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

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

Date Printed 02/12/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Committee Nomination

Owners Corporations Act 2006 Section 103, Owners Corporations Regulations 2018 and Owners Corporation Rules

- A member of the committee must be a Lot Owner or be authorised by a Lot Owner (hold a proxy) to act on their behalf.
- A person is not eligible to be elected as a committee member if they are in arrears for any fees or other amounts are owed to the Owners Corporation.

To: The Owners Corporation

Name and Plan Number of Owners Corporation

Owners Corporation No.1 Plan of Subdivision PS709524N

From: Details of person nominating to be elected as a committee member

Name

Address

Postal address (if different from above)

Telephone number

Email address (if applicable)

I am a: (tick applicable box)

❑ A Lot Owner of lot number(s)

❑ A proxy holder of the Lot Owner(s) to act on their behalf for lot number(s)

I wish to nominate as a candidate for election as a committee member. Outlined below is a summary of the skills and knowledge I can bring to the committee:

Signature

Date

Lodge this form with the Owners Corporation. The Committee will be determined at the next annual general meeting or as notified by the Owners Corporation.

Owners Corporation Committee Members Have the Responsibility To:

1. Act honestly and in good faith in the performance of his or her functions;
2. Exercise due care and diligence in the performance of his or her functions;
3. Not make improper use of his or her position as a member to gain, directly or indirectly an advantage for himself or herself or for any other person;
4. Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community;
5. Balance the needs and obligations of the community as a whole with those of individual homeowners and residents;
6. Welcome and educate new members of the community owners and non-owner residents alike;
7. Encourage events that foster neighborliness and a sense of community;
8. Endeavour to attend all Committee meetings where appropriate notice is provided;
9. Provide complete and timely disclosure of any personal and financial conflicts of interest where applicable.

If a lot owner is in arrears for any amount of fees or other amount owing to the Owners Corporation the owner is not eligible to be elected as a member of the Committee. If a lot owner is a member of the Committee when any amount comes into arrears that member is suspended as a member of the Committee until the amount is paid.
Please return this nomination form to the Owners Corporation Manager.

Owners Corporation Proxy

Schedule 1, Regulation 8, Owners Corporations Regulations 2018

Owners corporation plan number	**PS 709524N**

Under regulation 8 of the Owners Corporations Regulations 2018, I/We

Name(s) of lot owners

of (address)

being the owner(s) of lot(s), lot number(s)

Authorise

Name of person

of (address)

As my/our proxy:

A		to attend, speak and vote in person on my/our behalf until (insert date until which proxy authorisation will be valid, up to a maximum period of 12 months)	

or

	to attend, speak and vote in person on my/our behalf at the annual or special general meeting of the owners corporation to be held on (insert date)	

or

	to vote for me/us and on my/our behalf at the ballot having a closing date of (insert date)	

or

☐ I/We direct the proxy to vote in relation to the following resolutions or matters as follows (If relevant, set out specific instructions to your proxy concerning how to vote in relation to particular resolutions or matters)

B ☐ To represent me/us on the committee of the owners corporation.

Signed by (member(s) giving proxy)	
Printed name(s)	
Date	

I confirm that I have the right to sign this proxy form on behalf of all owners of this lot.

Note:

1. If you direct your proxy to abstain, they will not vote on your behalf on a show of hands or on a poll, and your vote will not be counted towards the required majority.
2. You should check that your proxy is able to vote on your behalf. There are restrictions on the number of lot owners a proxy can vote on behalf of. Your proxy will not be able to vote on your behalf if they are acting as proxy for too many people.

Information about proxies

This section is for information only and not part of the prescribed form.

Lot owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your "proxy.

To authorise a proxy you must use the prescribed form and deliver it to the owner's corporation secretary. If appointing a power of attorney as a proxy, you should attach a copy of the power of attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary, unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence.

Proxies cannot transfer the proxy to another person.

A lot owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a lot owner into making another person their proxy.

Owners corporations must keep the copy of the proxy authorisation for 12 months.