

Glenn Thompson  
4 James St.,  
Whittlesea  
Vic 3757  
26/2/88  
Tel 7162420

The Chairman  
Administrative Appeals Tribunal  
500 Collins St.,  
Melbourne  
Vic 3000

Dear Sir,

Re:- PB7/2206 Woodleigh Heights Resort Developments P/L.

I hereby give notice that on the day of hearings I intend to apply to the Administrative Appeals Tribunal to be heard in this matter,

I intend to draw the following matters to the attention of the tribunal,

- 1/ I was, untill my mortgagees took possession of my land the beneficial owner of land within Cluster Subdivision 1134.
- 2/ Woodleigh Heights Resort Developments P/L did enter into a contract or agreement ("the agreement") with the Kyneton Water Board the effect of which was to enable Woodleigh Heights Resort Developments P/L to usurp control of Common Property and Water within the Cluster Subdivision.
- 3/ Woodleigh Heights Resort Developments did by virtue of the agreement prevent myself from having access to the Common Property and Water and may prevent any future owner from having access to the common property and water.
- 4/ Woodleigh Heights Resort Developments P/L has constructed Tennis Courts on the Common Property and has purported to sell inter alia exclusive rights to the said Tennis Courts and common property to the exclusion of other present & future owners of land within the Cluster Subdivision.
- 4/ Mr Brian Murphy the Managing Director of Woodleigh Heights Resort Developments while representing himself as secretary of The Body Corporate attempted to prevent the erection and maintenance of "FOR SALE" signs relating to my land while concurrently facilitating the erection and maintenance of signs advertising land owned by Woodleigh Heights Resort Developments P/L.
- 5/ The agreement provided for a water supply to land which was at the time situated outside Kyneton Waterworks District and

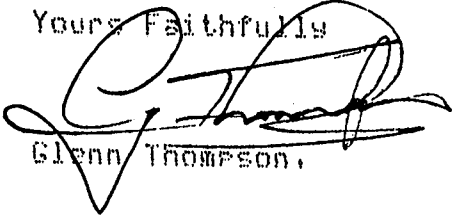
also to land situated within the Waterworks district but without the Kyneton Urban District.

- 6/ The approval of the Governor in Council for the supply of water to that part of the land situate outside of the Waterworks District was neither sought nor obtained by Kyneton Water Board.
- 7/ The agreement provided for the construction of works for the supply of water and the approval of The Minister for the carrying out of those works was neither sought nor obtained and the works were carried out without lawfull authority.
- 8/ By Plan sealed by the Kyneton Water Board on the 8th November 1984 and subsequently approved by Order of the Governor in Council the Kyneton Urban District was extended in the north to include all of the subject land and also extended in the south to include another development to which water was supplied without a supporting agreement and in respect of which works had been done without the approval of The Minister.
- 9/ By subsequent Plan sealed by Kyneton Water Board on the 1st May 1985 and subsequently approved by Order of The Governor in Council the subject land was excised from the Kyneton Urban District.
- 10/ The recommendation that the Draft Order excising the subject land from the Kyneton Urban District be submitted to the Governor in Council for approval was supported by the statement "The area to be deleted from the Urban District is not supplied.....".
- 11/ This advice supporting the Draft Order was absolutely false. At the time some 30 dwellings were supplied with water for domestic use and there was an existins indoor heated swimming pool and spa also supplied by agreement. Additionally Kyneton Water Board fully intended to service almost 100 more allotments within the area to be excised.
- 12/ During the period the subject land was within the Kyneton Urban District the Kyneton Water Board did misrepresent the status of the land and continued to state in relation to my land: "The Board has no mechanism by which the allotments referred to may be supplied with water except with the agreement of Woodleish Heights Resort Developments P/L".
- 13/ The Kyneton Water Board gave false and misleading advice and Woodleish Heights Resort Developments P/L did refuse to facilitate a water supply to my land and did deny me access to the common property.
- 14/ Due to my inability to secure services to my land I have been unable to meet my obligations to my mortgagsees and they have taken possession of my land.

15/ During the period that I was prevented from obtaining services to my land Woodleigh Heights Resort Developments P/L did offer to purchase my land at low prices and pointed out that they did not require myself to provide services to the land or obtain building permits.

16/ Woodleigh Heights Resort Developments P/L cannot demonstrate to The Tribunal that it can or will facilitate proper access to the Common Property and is unable to demonstrate that the land does have lawfull access to Water or other services and Woodleigh Heights cannot demonstrate to the Tribunal that it will not use its control over the the Common Property and Water supply to obtain advantage for itself.

Yours Faithfully



Glenn Thompson.

TRANSMISSION REPORT

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TIME	2.29.1988 15:04
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COMPLETED PAGES	3
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