

Owners Corporation Certificate

s.151 *Owners Corporation Act 2006* and r.11 *Owners Corporations Regulations 2007*

Owners Corporation

Owners Corporation 1 Plan No. 633144U-1

Address

9 Power Street, SOUTHBANK

This certificate is issued for lot

Lot 1113 on plan of subdivision number 633144U-1

Applicant for the certificate

Infotrack

Date that the application was received 20/11/2023

Important:

The information in this certificate is issued on 20/11/2023

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current quarters fees are detailed below and any future fees are identified in the attached AGM Minutes.		
	\$469.59 (01/11/2023 - 31/01/2024) - Payment not yet received \$469.59 (01/02/2024 - 30/04/2024) - Payment not yet due \$447.87 (01/05/2024 - 31/07/2024) - Payment not yet due \$447.87 (01/08/2024 - 31/10/2024) - Payment not yet due		
2.	The date to which the fees for the lot have been paid up to is:		
	31/07/2023		
3.	The total of any unpaid fees or charges or any amounts in credit for the lot are:		
	Admin & Maint Arrears	Penalty Interest	Total Unpaid
	\$910.70	\$13.65	\$924.35

4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:		
	Due Date	Amount	Details
	08/11/2023	\$72.50	Charge for final notice dated 08/11/2023

Please Pay any Unpaid Fees using below details:





Billers Code: 96503
Ref: 291803641 108766

Total Due: \$924.35

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	Nil
6.	The owners corporation has the following insurance cover:
	Please see attached Certificate of Currency.
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	No
8.	The total funds held by the owners corporation:
	Please see attached current balance sheet.
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	A Special Levy may be raised for all/any Occupational Health & Safety and Essential Safety Services compliance requirements, and in accordance with delegation resolution/s passed at the Annual General Meeting.
10.	Are there any current contracts, leases, licences or agreements affecting the common property. If so, then provide details:
	The owners corporation has entered in to the following arrangements • The owners corporation on 26 May 2014 resolved by unanimous resolution to enter in to a licence with Schiavello Bros. Properties Pty Ltd for signage • The owners corporation on 26 May 2014 resolved by unanimous resolution to enter in to a licence with VG Property Investments No. 2 Pty Ltd for signage • The owners corporation on 26 May 2014 resolved by unanimous resolution to enter in to a lease between the owners corporation and Schiavello Bros. Properties Pty Ltd and VG Property Investments No. 2 Pty Ltd for the roof space • The owners corporation on 26 May 2014 resolved by unanimous resolution to accept a lease in place with Citipower Pty Ltd for the substation

	• The owners corporation on 26 May 2014 resolved by unanimous resolution to enter in to a Deed of Acknowledgement with Schiavello Bros. Properties Pty Ltd and VG Property Investments No. 2 Pty Ltd (collectively “the Parties”) for the purposes of acknowledging that the Parties may elect in the future to install doors or otherwise enclose and secure various car park and ancillary lots owned, or to be owned, by the Parties situate on car park Levels 1 and 2. • The owners corporation on 26 May 2014 resolved by unanimous resolution to give approval to those owners of apartments on Level 10 who have a terrace as part of their lot to install, at their election and cost, a canopy or such other protective covering to protect their terrace, subject to such covering being consistent with the overall design and aesthetics of the building as well as meeting any design specifications required by the building’s designer, Disegno Australia Pty Ltd. • The owners corporation on 26 May 2014 resolved by unanimous resolution to enter in to a licence with Schiavello (Vic) Pty Ltd (as the owner of the adjoining property to Prima Tower at 25-29 Queensbridge Street (“Neighbouring Property”)), that permits Schiavello (Vic) Pty Ltd to, at its election should it require at some future date, to create vehicular and pedestrian connecting access points through and between the Neighbouring Property and Prima Tower, including permitting Schiavello (Vic) to undertake any necessary works, at the cost of Schiavello (Vic) Pty Ltd, to create such access points. • The owners corporation has entered in to agreements for the provision of various utilities including but not limited to water, gas and electricity, telephone and internet. • The owners corporation has entered in to agreements for the provision of various service and maintenance contracts including but not limited to lifts, fires services, mechanical services, cleaning, building and facilities management, and owners corporation management. • The owners corporation on 12 November 2014 resolved by unanimous resolution enter in to a Licence Deed with Owners Corporation 7 Plan No.PS633144U for access to common property 7. • The owners corporation on 12 November 2014 resolved by unanimous resolution enter in to a Licence Deed with Owners Corporation 3 Plan No.PS633144U for access to common property 7.
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:
	The owners corporation on 1 June 2019 resolved to enter in to an agreement with Seene (Energy Australia) for the supply of electricity to each apartment, at the cost of each member The owners corporation on 26 May 2014 resolved by unanimous resolution to enter in to an agreement with Connect Facilities Pty Ltd for the provision of facility and building management services which includes concierge type services
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	None to the knowledge of the owners corporation as at 20/11/2023
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	None to the knowledge of the owners corporation as at 20/11/2023

14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details:
	Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne Vic 3000
15.	Has an administrator has been appointed for the owners corporation, or has been a proposal for the appointment of an administrator?
	No Administrator has been appointed
16.	Documents required to be attached to the owners corporation certificate are:
	• A copy of the minutes of the previous AGM of the owners corporation • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners" • A copy of the current Certificate of Currency • A copy of the 173 Agreement
17.	Note: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne Vic 3000 info@melcorpstrata.com.au The information in this Certificate is correct to the best of the manager's knowledge at the date it is given. The information in this Certificate is subject to change without notice. Pursuant to section 135(1) of Owners Corporation Act 2006, a lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in Australia for the service of notices and any changes to it as soon as possible.

This owners corporation certificate was prepared by:

Postal address

17/501 Swanston Street
Melbourne Vic 3000
info@melcorpstrata.com.au

(signature)



(print name)

Gino Marinaro

(name of management company if relevant) as delegate of the
owners corporation

Melcorp Strata Pty Ltd

The common seal of owners corporation number

was affixed in accordance with section 20 of the
Owners Corporations Act 2006



A dense, dark green tropical jungle scene with various plants like Monstera and palm leaves. A wooden fence is visible on the left side. The overall tone is moody and natural.

MINUTES *of* ANNUAL GENERAL MEETING

MELCORP Strata

Minutes of the Annual General Meeting
Owners Corporation No.1 Plan No.PS633144U
Owners Corporation No.2 Plan No.PS633144U
Owners Corporation No.3 Plan No.PS633144U
Owners Corporation No.5 Plan No.PS633144U
Owners Corporation No.7 Plan No.PS633144U

Held at: Level 9, Lounge Area On: Thursday 13 July 2023 at 6:00 pm

NAME	LOTS
Andrew James Hetherington	891b, 892b, 1212
Jason Khallouf	815b, 1412
Tsin-Chwan Ryan Cheng	723, 1601
Qinyuan Liu	1614
Suan Chung Chin	513, 2103
David Brennan & Lay-Li Lim	722, 771, 4310
Ms Garima Sharma	2504
Raymond Zheng	424, 2801
Brian Galea	226, 673, 2904
Armando Mendoza & Eleanor Mendoza	754, 4512
Nalinda Punchihewa	802a, 4707
Victor John Vasallo	658, 659, 4702

1 REGISTRATION OF PERSONS PRESENT AT THE MEETING

1.1 Members Present

1.2 In attendance

Gino Marinaro	Melcorp Strata
Esin Falvo	Melcorp Strata
Jessica Marchetti	Melcorp Strata
George Zakhour	Connect Facilities
Jan Pasotti	Connect Facilities
Charlie Bartole	Connect Facilities

1.3 Proxy Holders In Attendance

Mahen Cumaravelu Mahendran (Lots 801b, 1501) proxied to Nalinda Punchihewa.

Ngai Min Chan (Lot 1606a) proxied to Yi Wen Yeap.

Jelleflos Enterprises Pty Ltd atf The Perez Family Trust (Lots 624, 1802) proxied to Peter Sandhurst.

NP Bare Super Pty Ltd Super Fund (Lots 734, 1814) proxied to Nicolas Petrucci.

Ms Tinjein Yong (Lot 2405) proxied to Ivy Xiao.

3903 Prima Pty Ltd (Lots 516, 3903) proxied to John Joveski.

A3 Corporate Pty Ltd (Lots 531, 4203) proxied to Jan Du.

John William Anker & Angela Mary Anker (Lots 855*, 5206) proxied to Sarah Jane Anker.

Eric Giles (Lots 523, 738, 5221, 5305) proxied to Hildi Giles.

Megan Prendergast (Lots 327, 328, 5705) proxied to Hildi Giles.

Horace Cucinotta & Colleen Brigitte Cucinotta (Lots 216, 217, 218, 218a, 6404, 6406) proxied to Chelsea Cucinotta.

***Denotes non-financial Lots.** Any non-financial members were not included as part of the voting as all resolutions were ordinary resolutions.

2 APOLOGIES

Mark Keen – Lots 346, 347, 813, 3207, 6103, 6122

Harry Kojima – Lots 241, 5307

John & Elizabeth Markwell – Lots 804a, 852, 3202

3 QUORUM DETERMINATION

It was noted that in accordance with section 77 of the Owners Corporations Act 2006, that a quorum was not achieved for Owners Corporation 1,2,3,5 & 7 PS633144U and therefore all decisions made will be interim decisions of the Owners Corporation.

NOTICE OF INTERIM RESOLUTIONS

Interim decisions will become decisions of the Owners Corporation, if no petition (from lot owners representing at least 25% of the total lot entitlements) is received within 29 days of the interim decision (being 12th August 2023).

WHAT MUST YOU DO?

If you disagree with the result of any of the resolutions passed at this meeting, then you must petition the manager of the Owners Corporation to call another meeting within 28 days of the Meeting. The manager's details are as follows:

Melcorp Strata
Level 17, 501 Swanston Street
Melbourne Vic 3000
E: info@melcorpstrata.com.au
Ph: 03 8638 1822

4 ELECTION OF CHAIRPERSON AND MINUTE TAKER FOR THE MEETING

Members resolved to appoint Gino Marinaro of Melcorp Strata as the Chairperson of the Meeting and to take the Minutes of the Meeting.

5 BUSINESS WITH NOTICE

5.1 Minutes of the Previous Meeting (OC 1, 2, 3, 5 & 7)

Resolved by Ordinary Resolution

That Members resolve to adopt the Annual General Meeting Minutes dated, 16 June 2022, a copy of which was attached to the Notice of Meeting, to be confirmed as a true and correct record of the Meeting, in accordance with section 81 of the Owners Corporation Act.

5.2 Owners Corporation Insurance Policy

5.2.1 Insurance Policy

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the Certificate of Currency from Chubb for the period 30.04.2023 to 30.04.2024, a copy of which is attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

Note: The Owners Corporation Insurance policy does not cover fittings (including carpets, light fittings, and window furnishings), contents and/or public liability for individual lots, it is therefore strongly suggested that each owner seeks their own independent advice on insurance to ensure that they have adequate cover for their personal assets and effects.

5.2.2 Insurance Excess

Resolved by Ordinary Resolution

That the Owners Corporation may charge the excess payable on any insurance claim against the Owners Corporations' insurance to the party whose property, actions or inactions gave rise to the insurable event as deemed by the Owners Corporation.

5.3 Consideration of Reports

5.3.1 Owners Corporation Managers Report

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the report from the Owners Corporation Manager, a copy of which is attached to the Notice of Meeting, in accordance with Section 126 of the Owners Corporations Act 2006.

5.3.2 Committee Report

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the report from the Committee of Management, a copy of which is attached to the Notice of Meeting, in accordance with Section 115 of the Owners Corporations Act 2006.

5.3.3. Owners Corporation Complaints

Resolved by Ordinary Resolution

In accordance with Section 159 of the Owners Corporation Act 2006, we report to the Annual General Meeting that no complaint was made against the Owners Corporation under Part 10 Division 1, of the Owners Corporation Act 2006.

5.4 Financial Management

5.4.1 Financial Statements for the Financial Period 1.05.2022 to 30.04.2023

5.4.1.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 01.05.2022 to 30.04.2023, as attached to the Notice of Meeting, showing overall Members Funds of \$365,153.04, represented as \$50,242.02 in the Administrative Fund and \$314,911.02 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.1.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 01.05.2022 to 30.04.2023, as attached to the Notice of Meeting, showing overall Members Funds of \$529,935.34, represented as \$53,680.03 in the Administrative Fund and \$476,255.31 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.1.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 01.05.2022 to 30.04.2023, as attached to the Notice of Meeting, showing overall Members Funds of \$626,261.59, represented as \$23,568.40 in the Administrative Fund and \$602,693.19 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.1.4 Owners Corporation 5

Resolved by Ordinary Resolution

That Owners Corporation 5 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 01.05.2022 to 30.04.2023, as attached to the Notice of Meeting, showing overall Members Funds of \$619,113.87, represented as \$33,478.92 in the Administrative Fund and \$585,634.95 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.1.5 Owners Corporation 7

Resolved by Ordinary Resolution

That Owners Corporation 7 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 01.05.2022 to 30.04.2023, as attached to the Notice of Meeting, showing overall Members Funds of \$422,837.23, represented as \$51,745.17 in the Administrative Fund and \$371,092.06 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2 Financial Audit Reports

5.4.2.1 Owners Corporation 1 – Audit Report

Resolved by Ordinary Resolution

That Owners Corporation 1 accept the Independent Audit Report from Willis Partners dated 27 June 2023, as attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2.2 Owners Corporation 2 – Audit Report

Resolved by Ordinary Resolution

That Owners Corporation 2 accept the Independent Audit Report from Willis Partners dated 27 June 2023, as attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2.3 Owners Corporation 3 – Audit Report

Resolved by Ordinary Resolution

That Owners Corporation 3 accept the Independent Audit Report from Willis Partners dated 27 June 2023, as attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2.4 Owners Corporation 5 – Audit Report

Resolved by Ordinary Resolution

That Owners Corporation 5 accept the Independent Audit Report from Willis Partners dated 27 June 2023, as attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2.5 Owners Corporation 7 – Audit Report

Resolved by Ordinary Resolution

That Owners Corporation 7 accept the Independent Audit Report from Willis Partners dated 27 June 2023, as attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.3 Proposed Administrative Budget and Fees for the Financial Period 01.05.2023 to 30.04.2024.

5.4.3.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 approve and determine the Administrative Fund Budget of \$2,350,573.50 including GST, for the financial period 01.05.2023 to 30.04.2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 1 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$511,669.84	\$5.12**
Aug 23 – Oct 23	\$511,669.84	\$5.12**
Nov 23 – Jan 24	\$663,616.91	\$6.64
Feb 24 – Apr 24	\$663,616.91	\$6.64
May 24 – Jul 24	\$587,643.38	\$5.88
Aug 24 – Oct 24	\$587,643.38	\$5.88

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.3.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 approve and determine the Administrative Fund Budget of \$728,900.15 including GST, for the financial period 01.05.2023 to 30.04.2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 2 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$167,811.32	\$4.31**
Aug 23 – Oct 23	\$167,811.32	\$4.31**
Nov 23 – Jan 24	\$196,638.76	\$5.05
Feb 24 – Apr 24	\$196,638.76	\$5.05
May 24 – Jul 24	\$182,225.04	\$4.68
Aug 24 – Oct 24	\$182,225.04	\$4.68

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.3.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 approve and determine the Administrative Fund Budget of \$760,309.00 including GST, for the financial period 01.05.2023 to 30.04.2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 3 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$186,747.04	\$3.64**
Aug 23 – Oct 23	\$186,747.04	\$3.64**
Nov 23 – Jan 24	\$193,407.46	\$3.77
Feb 24 – Apr 24	\$193,407.46	\$3.77
May 24 – Jul 24	\$190,077.25	\$3.71
Aug 24 – Oct 24	\$190,077.25	\$3.71

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.3.4 Owners Corporation 5

Resolved by Ordinary Resolution

That Owners Corporation 5 approve and determine the Administrative Fund Budget of \$446,116.00 including GST, for the financial period 01.05.2023 to 30.04.2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 5 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$92,853.60	\$1.03**
Aug 23 – Oct 23	\$92,853.60	\$1.03**
Nov 23 – Jan 24	\$130,204.40	\$1.45
Feb 24 – Apr 24	\$130,204.40	\$1.45
May 24 – Jul 24	\$111,529.00	\$1.24
Aug 24 – Oct 24	\$111,529.00	\$1.24

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.3.5 Owners Corporation 7

Resolved by Ordinary Resolution

That Owners Corporation 7 approve and determine the Administrative Fund Budget of \$246,702.50 including GST, for the financial period 01.05.2023 to 30.04.2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 7 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$47,984.72	\$1.34**
Aug 23 – Oct 23	\$47,984.72	\$1.34**
Nov 23 – Jan 24	\$75,366.53	\$2.11
Feb 24 – Apr 24	\$75,366.53	\$2.11
May 24 – Jul 24	\$61,675.63	\$1.73
Aug 24 – Oct 24	\$61,675.63	\$1.73

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.5 Adoption of Maintenance Plan

5.5.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 accept the updated Maintenance Plan Report from WT Partnership, dated 27 June 2023 as the Maintenance Plan for the Owners Corporation, a copy of which is attached to the Notice of Meeting, in accordance with Section 39 of the Owners Corporations Act 2006.

Members acknowledged that the maintenance fund quarterly contributions will significantly increase from 1 May 2024 in line with the updated Maintenance Plan, and, further noting that the Maintenance Plan was updated due to an increase with inflation costs.

5.5.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 accept the updated Maintenance Plan Report from WT Partnership, dated 27 June 2023 as the Maintenance Plan for the Owners Corporation, a copy of which is attached to the Notice of Meeting, in accordance with Section 39 of the Owners Corporations Act 2006.

Members acknowledged that the maintenance fund quarterly contributions will significantly increase from 1 May 2024 in line with the updated Maintenance Plan, and, further noting that the Maintenance Plan was updated due to an increase with inflation costs.

5.5.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 accept the updated Maintenance Plan Report from WT Partnership, dated 27 June 2023 as the Maintenance Plan for the Owners Corporation, a

copy of which is attached to the Notice of Meeting, in accordance with Section 39 of the Owners Corporations Act 2006.

Members acknowledged that the maintenance fund quarterly contributions will significantly increase from 1 May 2024 in line with the updated Maintenance Plan, and, further noting that the Maintenance Plan was updated due to an increase with inflation costs.

5.5.4 Owners Corporation 5

Resolved by Ordinary Resolution

That Owners Corporation 5 accept the updated Maintenance Plan Report from WT Partnership, dated 27 June 2023 as the Maintenance Plan for the Owners Corporation, a copy of which is attached to the Notice of Meeting, in accordance with Section 39 of the Owners Corporations Act 2006.

Members acknowledged that the maintenance fund quarterly contributions will significantly increase from 1 May 2024 in line with the updated Maintenance Plan, and, further noting that the Maintenance Plan was updated due to an increase with inflation costs.

5.5.5 Owners Corporation 7

Resolved by Ordinary Resolution

That Owners Corporation 7 accept the updated Maintenance Plan Report from WT Partnership, dated 27 June 2023 as the Maintenance Plan for the Owners Corporation, a copy of which is attached to the Notice of Meeting, in accordance with Section 39 of the Owners Corporations Act 2006.

Members acknowledged that the maintenance fund quarterly contributions will significantly increase from 1 May 2024 in line with the updated Maintenance Plan, and, further noting that the Maintenance Plan was updated due to an increase with inflation costs.

5.5.2 Maintenance Fund Budget and Fees for the Period 01.05.2023 to 30.04.2024.

5.5.2.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 approve and determine the Maintenance Fund Budget of \$191,500.54 including GST, in accordance with the approved Maintenance Plan, for the financial period 01.05.2023 to 30.04.2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$47,874.13	\$0.48**
Aug 23 – Oct 23	\$47,874.13	\$0.48**
Nov 23 – Jan 24	\$47,875.14	\$0.48
Feb 24 – Apr 24	\$47,875.14	\$0.48
May 24 – Jul 24	\$90,949.00	\$0.91
Aug 24 – Oct 24	\$90,949.00	\$0.91

These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST.

***These periods have already been invoiced to all owners*

5.5.2.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 approve and determine the Maintenance Fund Budget of \$96,605.11 including GST, in accordance with the approved Maintenance Plan, for the financial period 01.05.2023 to 30.04.2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$24,151.28	\$0.62**
Aug 23 – Oct 23	\$24,151.28	\$0.62**
Nov 23 – Jan 24	\$24,151.28	\$0.62
Feb 24 – Apr 24	\$24,151.28	\$0.62
May 24 – Jul 24	\$28,304.50	\$0.73
Aug 24 – Oct 24	\$28,304.50	\$0.73

These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST.

***These periods have already been invoiced to all owners*

5.5.2.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 approve and determine the Maintenance Fund Budget of \$108,218.99 including GST, in accordance with the approved Maintenance Plan, for the financial period 01.05.2023 to 30.04.2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 3 approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$27,054.75	\$0.53**
Aug 23 – Oct 23	\$27,054.75	\$0.53**
Nov 23 – Jan 24	\$27,054.75	\$0.53
Feb 24 – Apr 24	\$27,054.75	\$0.53
May 24 – Jul 24	\$40,542.75	\$0.79
Aug 24 – Oct 24	\$40,542.75	\$0.79

These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST.

***These periods have already been invoiced to all owners*

5.5.2.4 Owners Corporation 5

Resolved by Ordinary Resolution

That Owners Corporation 5 approve and determine the Maintenance Fund Budget of \$81,055.04 including GST, in accordance with the approved Maintenance Plan, for the financial period 01.05.2023 to 30.04.2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 5 approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$20,263.76	\$0.23**
Aug 23 – Oct 23	\$20,263.76	\$0.23**
Nov 23 – Jan 24	\$20,263.76	\$0.23
Feb 24 – Apr 24	\$20,263.76	\$0.23
May 24 – Jul 24	\$52,559.00	\$0.58
Aug 24 – Oct 24	\$52,559.00	\$0.58

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.5.2.5 Owners Corporation 7

Resolved by Ordinary Resolution

That Owners Corporation 7 approve and determine the Maintenance Fund Budget of \$48,122.32 including GST, in accordance with the approved Maintenance Plan, for the financial period 01.05.2023 to 30.04.2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 7 approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$12,030.58	\$0.34**
Aug 23 – Oct 23	\$12,030.58	\$0.34**
Nov 23 – Jan 24	\$12,030.58	\$0.34
Feb 24 – Apr 24	\$12,030.58	\$0.34
May 24 – Jul 24	\$19,676.50	\$0.55
Aug 24 – Oct 24	\$19,676.50	\$0.55

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.6 Interest

5.6.1 Penalty Interest

5.6.1.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.1.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.1.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.1.4 Owners Corporation 5

Resolved by Ordinary Resolution

That Owners Corporation 5 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.1.5 Owners Corporation 7

Resolved by Ordinary Resolution

That Owners Corporation 7 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.2 Authority to Waive Penalty Interest

5.6.2.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.6.2.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.6.2.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.6.2.4 Owners Corporation 5

Resolved by Ordinary Resolution

That Owners Corporation 5 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.6.2.5 Owners Corporation 7

Resolved by Ordinary Resolution

That Owners Corporation 7 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.6.2. Report on Request of Waiver of Interest

5.6.2.1 Owners Corporation 1

Members of Owners Corporation 1 to note the Request for Waiver of Interest Report, as attached to the Notice of Meeting, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.2.2 Owners Corporation 2

Members of Owners Corporation 2 to note the Request for Waiver of Interest Report, as attached to the Notice of Meeting, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.2.3 Owners Corporation 3

Members of Owners Corporation 3 to note the Request for Waiver of Interest Report, as attached to the Notice of Meeting, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.2.4 Owners Corporation 5

Members of Owners Corporation 5 to note the Request for Waiver of Interest Report, as attached to the Notice of Meeting, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.2.5 Owners Corporation 7

Members of Owners Corporation 7 to note the Request for Waiver of Interest Report, as attached to the Notice of Meeting, in accordance with Section 29 of the Owners Corporations Act 2006.

5.7 Arrears Management

5.7.1 Levy Arrears

5.7.1.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.1.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.1.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.1.4 Owners Corporation 5

Resolved by Ordinary Resolution

That Owners Corporation 5 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.1.5 Owners Corporation 7

Resolved by Ordinary Resolution

That Owners Corporation 7 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.2 Recovery of Costs

5.7.2.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 recover from respective lot owners all charges, fees, disbursements, incidental costs, solicitor fees, and VCAT/Magistrates Court of Victoria, or any other Court or Tribunal of competent jurisdiction, charges incurred by the Owners Corporation to recover any monies owing to the Owners Corporation for any breach, contravention or non-compliance to any rules, resolutions or regulations relating to the Owners Corporation.

5.7.2.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.2.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.2.4 Owners Corporation 5

Resolved by Ordinary Resolution

That Owners Corporation 5 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.2.5 Owners Corporation 7

Resolved by Ordinary Resolution

That Owners Corporation 7 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.8 Election of the Committee (OC 1, 2, 3, 5 & 7)

Resolved by Ordinary Resolution

That the owner's corporation elects and confirms a committee of more than 3, but not more than 12 members for each committee as per the table below in accordance with sections 103(1A) of the Owners Corporations Act.

NAME	Proxy	Lot	OC 1	OC 2	OC 3	OC 5	OC 7
Megan Prendergast	N	5705	✓		✓		✓
Ashay Prabhu	N	6101	✓		✓	✓	✓
Anthony Giuliano	Y	6503	✓		✓	✓	✓
Raymond Zheng	N	2801	✓	✓		✓	
Andrew Hetherington	N	1212	✓	✓		✓	
Nalinda Punchihewa	N	4707			✓		✓
Hildi Giles	Y	5305	✓		✓	✓	✓
Yi Wen Yeap	Y	1606a	✓	✓		✓	
Sarah Jane Anker	Y	5206	✓		✓	✓	✓
Yasemin Ozbey	Y	6403	✓		✓	✓	✓
Jason Khallouf	N	1412	✓	✓		✓	
Victor Vasallo	N	4702	✓		✓		✓
Garima Sharma	N	2504	✓	✓		✓	
Ivy Xiao	Y	2405		✓		✓	
Chelsea Cucinotta	Y	6406			✓		✓
Brian Galea	N	2904		✓		✓	

5.8.2 Delegation of Power

5.8.2.1 Owners Corporation 1

Resolved by Ordinary Resolution

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 1 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

5.8.2.2 Owners Corporation 2

Resolved by Ordinary Resolution

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 2 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

5.8.2.3 Owners Corporation 3

Resolved by Ordinary Resolution

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 3 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

5.8.2.4 Owners Corporation 5

Resolved by Ordinary Resolution

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 5 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

5.8.2.5 Owners Corporation 7

Resolved by Ordinary Resolution

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 7 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

6 General Business

There being no further business the meeting was closed at 7.10pm

Certificate of Currency

Insured:	OC 633144U
Policy Number:	93211531
Policy Period:	From: 4PM on 30/04/2023 To: 4PM on 30/04/2024
Particulars Of Insurance:	Residential Strata Insurance
Location:	31-49 Queensbridge St, Melbourne VIC 3006
Sum Insured:	
Building & Common property	\$492,975,413
Temporary Accommodation and Loss of Rent	\$89,764,499
Catastrophe Extension and Owners Improvements	Not Insured
First Loss Terrorism	Not Insured
General Liability	\$50,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$100,000
Management Committee Liability	\$10,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
Chubb Proportion:	Policy 1 (Property) = 80% Chubb Insurance Australia Limited Policy 2-8 = 100% Chubb Insurance Australia Limited
Date:	08 May 2023

All the values on this Certificate of Currency are correct as at 08 May 2023 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

A handwritten signature in black ink, appearing to be 'CHL', with a horizontal line extending to the right.

Chun Hou Lee | **Chubb Insurance Australia Limited**
Strata Underwriter VIC/TAS



Mr Nathan Minicozzi
Project Manager
Prima Pearl Partnership
Level 17, 501 Swanston Street
MELBOURNE 3000

Our Ref 22177

2 June 2014

Hand Delivered

Dear Nathan

SECTION 173 AGREEMENT
31-49 QUEENSBIDGE STREET, SOUTHBANK

Please find enclosed copies of the Section 173 Agreement for your records.

Should you have any queries please contact either the undersigned or Kate Harvey.

Yours faithfully
REEDS CONSULTING PTY LTD

A handwritten signature in black ink, appearing to be "Alan Norman", with a long horizontal line extending to the right.

ALAN NORMAN
Joint Managing Director

enc

Land Surveyors

Civil Engineers

Planners

Development Consultants

Project Coordinators

Reeds Consulting Pty Ltd

ACN 079 642 818 ABN 17 251 075 871

Level 6, 440 Elizabeth Street
Melbourne Vic 3000

postal address

GPO Box 2240
Melbourne Vic 3001

phone

(03) 8660 3000

survey fax

(03) 8660 3060

engineering fax

(03) 8660 3030

survey email

survey@reedsconsulting.com.au

engineering email

engineering@reedsconsulting.com.au

website

www.reedsconsulting.com.au



AS/NZS ISO 9001
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Davis Langdon Certification Services



AS/NZS ISO 14001
Certified

Davis Langdon Certification Services



AS/NZS 4801
Certified

Davis Langdon Certification Services



CITY OF MELBOURNE

26 May 2014

Mr Alan Norman
Reeds Consulting
GPO Box 2240
MELBOURNE VIC 3001

GPO Box 1603
Melbourne VIC 3001

Phone 61 3 9658 9658
Fax 61 3 9654 4854
www.melbourne.vic.gov.au

DX210487
ABN 55 370 219 287

Dear Alan

Melbourne City Council and Schiavello Bros Properties Pty Ltd
Section 173 Agreement
31 – 49 Queens Bridge Street, Southbank

Please find enclosed your clients' part of the Section 173 Agreement. A copy of the agreement was lodged at the Land Registry on 7 May 2014 in dealing number AL064449Y.

Yours sincerely

Kim Wood
Chief Legal Counsel

Enc

Telephone 9658-9863
Facsimile 9658-9446
E-mail kim.wood@melbourne.vic.gov.au



Agreement under Section 173 of the *Planning and Environment Act 1987*

Dated the *2nd* day of *May*, 2014

MELBOURNE CITY COUNCIL

and

SCHIAVELLO BROS. PROPERTIES PTY LTD
(ACN 004952005)

Land Part of the land contained in Certificates of Title Volume 11247 Folios 103 and 105 known as 31-49 Queens Bridge Street, Southbank VIC 3006

This Agreement only applies to those parts of the Land shown as Car Park Lot or Storage Lot on the Plan attached in Appendix A and defined by the Agreement.

MELBOURNE CITY COUNCIL
Legal & Governance Branch
3rd Floor Town Hall
90 Swanston Street
MELBOURNE VIC 3000

SECTION 173 AGREEMENT CONTENTS

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PARTIES: **MELBOURNE CITY COUNCIL**, of Town Hall, Swanston Street, Melbourne,
Victoria 3000 ("Council")

The Party referred to in Item 1 of the Schedule ("Owner")

RECITALS:

- A. The Council is the responsible authority for the administration of the Scheme pursuant to the provisions of the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Land.
- C. The Council issued the Permits.
- D. The Permits allow the use or development referred to in Item 4 of the Schedule.
- E. The Permits are conditional on the Owner entering into an Agreement under Section 173 of the Act with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.
- F. The subject land is encumbered by a Mortgage, details of which are referred to in Item 6 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement (including the Recitals) the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1. **'Act'** means the *Planning and Environment Act 1987*.
- 1.2. **'Agreement'** means this agreement made under Section 173 of the Act.
- 1.3. **'Car Park Lot'** means the Lots which are intended to be used for car parking, being the land in Lots 101, 102, 116-124 (both inclusive), 144, 145, 146, 152-155 (both inclusive), 201-218 (both inclusive), 218A, 219-258 (both inclusive), 301-360 (both inclusive), 401-404 (both inclusive), 407-460 (both inclusive), 501-560 (both inclusive), 601-660 (both inclusive), 701-760 (both inclusive), 801-860 (both inclusive), 801A-833A (both inclusive), 835A-860A (both inclusive), 801B-812B (both inclusive), 814B-819B (both inclusive)
- 1.4. **'Commencement Date'** means the date on which this Agreement commences and referred to in Item 7 of the Schedule of this Agreement.
- 1.5. **'Council's Representative'** means the person referred to in Item 8 of the Schedule.
- 1.6. **'Land'** means the land described in Item 2 of the Schedule.
- 1.7. **'Lot'** means a lot on the Plan.

- 1.8. **'Motorcycle Park Lot'** means a Storage Lot which is also intended to be used for motorcycle parking
- 1.9. **'Owner'** means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it.
- 1.10. **'Permits'** means the Planning Permits referred to in Item 3 of the Schedule.
- 1.11. **'Plan'** means the plan attached in Appendix A.
- 1.12. **'Planning Approval'** shall mean and include any planning permit issued in accordance with the Act.
- 1.13. **'Prime Lot'** means a Lot other than a Car Park Lot or Storage Lot.
- 1.14. **'Scheme'** means the Melbourne Planning Scheme.
- 1.15. **'Storage Lot'** means the Lots which are intended to be used as a storeroom or for storage purposes, being the land in Lots 170-175 (both inclusive), 177, 178, 179, 191, 192, 270-273 (both inclusive), 293, 294, 370, 391-394 (both inclusive), 470-473 (both inclusive), 491-494 (both inclusive), 570, 571, 573, 591-594 (both inclusive), 670-673 (both inclusive), 691-694 (both inclusive) 770-773 (both inclusive), 791-794 (both inclusive), 870-873 (both inclusive), 891-894 (both inclusive), 870A, 871A, 872A, 891A-894A (both inclusive), 870B, 891B, 892B, 3921-3924 (both inclusive), 4021, 4022, 4023, 4321, 4322, 4421, 4422, 4521, 4522, 4621, 4622, 4721, 4722, 4821, 4822, 4921, 4922, 5021, 5022, 5121, 5122, 5221, 5222, 5321, 5322, 5421, 5422, 5521, 5522, 5621, 5622, 5721, 5722, 5821, 5822, 5921, 5922, 6021, 6022, 6121, 6122, 6221, 6223, 6321, 6322, 6421, 6422, 6521, 6522, 6621, 6622
- 1.16. **'Termination Date'** means the date or specified event referred to in Item 9 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

2. INTERPRETATION

- 2.1. Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4. If the Owner is more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it.
- 2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 2.7. The Recitals to this Agreement are and will be deemed to form part of this Agreement.
- 2.8. Any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

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

4. AGREEMENT RUNS WITH THE LAND

This Agreement shall be deemed to come into force and effect as from the Commencement Date and the benefit and burden of this Agreement shall run with and be annexed to the Land.

5. PLANNING OBJECTIVES

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme and any matters incidental thereto.

6. BINDING COVENANTS

The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner, and each successor, assign or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

7. SUCCESSORS IN TITLE

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

- 7.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement
- 7.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

8. COVENANTS OF OWNER

The Owner covenants and agrees that:

- 8.1. it will not sell or otherwise transfer its interest in any Car Park Lot or Storage Lot other than to an Owner of a Prime Lot (it is acknowledged and agreed by the parties that the sale or transfer of any interest by the Owner of a Car Park Lot or Storage Lot to a party to whom the Owner is simultaneously selling a Prime Lot will not breach this clause)
- 8.2. subject to clause 8.5, a Car Park Lot may only be used for car parking and only by the Owner, or by occupiers of, or bona fide visitors to, a Prime Lot
- 8.3. subject to clauses 8.4 and 8.5, a Storage Lot may only be used as a storeroom or for storage purposes and only by the Owner, or by occupiers of, or bona fide visitors to, a Prime Lot

- 8.4. a Motorcycle Park Lot may be used for motorcycle parking by the Owner, or by occupiers of, or bona fide visitors to a Prime Lot
- 8.5. the Council may allow a Car Park Lot or Storage Lot to be used for an alternate approved purpose provided that the alternate purpose is approved in writing by the Owners Corporation/s that Lot is affected by
- 8.6. it shall not be an owner of any Car Park Lot or Storage Lot unless it is concurrently the owner of a Prime Lot
- 8.7. there are no mortgages, liens charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land not discoverable by the usual searches available to the Council
- 8.8. to the best of the Owner's knowledge, no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958*
- 8.9. it will do all things reasonably necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings
- 8.10. it consents to the Council making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section
- 8.11. it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from a breach of this Agreement by the Owner, unless caused by the neglect, acts or omissions of the Council or its agents.

9. COSTS

- 9.1. The Owner shall forthwith pay on demand to the Council the Council's reasonable costs and expenses incurred including legal expenses of and incidental to:
 - 9.1.1.1. the negotiation, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advice and assistance) charges and expenses for which the Council has paid, incurred or expended, in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied by the Owner in exercise or enforcement or attempted exercise or enforcement by the Council of any right, power or remedy herein contained
 - 9.1.1.2. administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision costs or otherwise which the Council is obliged to undertake pursuant to its statutory duties

9.1.1.3. any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied immediately the Council shall have expended or incurred the same except for administration and supervision costs or otherwise which the Council is obliged to undertake pursuant to its statutory duties

9.2 The Council will, where practicable, advise the Owner of any costs or expenses referred to in the above clause 9.1 prior to incurring.

10. DEFAULT OF OWNER

In the event of the Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the reasonable cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs incurred shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

11. INTEREST AND CHARGE

11.1. If any of the monies payable pursuant to this Agreement are not paid by the due date, the amount then due and unpaid shall attract interest from the relevant due date until the date when such money is paid at the rate of interest from time to time which the Council may be authorised by legislation to charge as interest on any unpaid rates and charges.

11.2. Any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and unpaid costs and expenses of the Council and shall then be applied in repayment of the unpaid sum.

12. NOTICES

12.1. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served at the address, telephone or facsimile details of the parties are set out in the Schedule,

12.1.1. by delivering it personally to that party

12.1.2. by sending it by prepaid post

12.1.3. by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post,

12.2. and notice or other communication is deemed served:

12.2.1. if delivered, on the next following business day

12.2.2. if posted, on the expiration of two business days after the date of posting

12.2.3. if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the business day following the transmission.

13. FURTHER ASSURANCE

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be required to effect the terms and conditions contained in this Agreement.

14. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Council of the powers, duties and discretions which the Council has or may have under the scheme to consider, approve, amend or to require further information in respect of any plans or applications relating to the use or development allowed by the Permits or the Land generally.

15. NO WAIVER

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

16. SEVERABILITY

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

17. MORATORIUM

To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of any party the obligation of that party or stay, postpone or otherwise prevent or prejudicially affect the exercise by a party of all or any to the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negated and excluded from this Agreement.

18. GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

19. ENDING OF AGREEMENT

19.1. This Agreement shall cease to operate on the Termination Date.

19.2. As soon as reasonably practicable after the Agreement has ended the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183 (2) of the Act to cancel the recording of this Agreement on the Register.

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED
by LEON WILSON, TEAM LEADER
LAND SURVEY pursuant to an
Instrument of Delegation authorised by
Resolution of Council.

)
)
)
)


.....


.....
Witness

EXECUTED by SCHIAVELLO BROS.
PROPERTIES PTY LTD (ACN 004 952
005) in accordance with section 127(1)
of the Corporations Act 2001 (Cth) in
the presence of:

)
)
)
)

Director


Director/Secretary


Full Name
ANTONINO SCHIAVELLO

Full Name
CARLOS SCHIAVELLO

Usual Address
1 SHARPS ROAD
TULLAMARINE

Usual Address
1 SHARPS ROAD
TULLAMARINE

Westpac Banking Corporation ABN 33 007 457 141 as Mortgagee under Instrument of Mortgage No. AK432417W dated 9 May 2013 which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if it becomes mortgagee in possession.

Signed for and on behalf of Westpac
Banking Corporation ABN 33 007 457 141
by its Attorney JOHN KENNY

before me:

Signature of Witness


Ruby Gacosta

Name of Witness (BLOCK LETTERS)

←

TIER THREE ATTORNEY

Under Power of Attorney dated 17 January
2001 Permanent Order Book, No. 277, Page
016

←

SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	Schiavello Bros. Properties PTY LTD (ACN 004952005) of 1 Sharps Road TULLAMARINE VIC 3043
2.	Land description by address and Certificate of Title details	Part of the land contained in Certificates of Title Volume 11247 Folios 103 and 105 known as 31-49 Queens Bridge Street, Southbank VIC 3006
3.	Permit Numbers and dates issued	TP-2013-580 dated 13 November 2013 TP-2013-581 dated 13 November 2013 TP-2013-582 dated 13 November 2013
4.	What the Permits allow	Staged Subdivision in accordance with the endorsed plans PS633144U Stages 1 to 3 inclusive
5.	What the conditions requiring the Agreement provides for	A legally binding agreement under Section 173 of the <i>Planning and Environment Act 1987</i> shall be entered into between the land owner and the Responsible Authority and Lodged at Land Victoria prior to the issue of the statement of compliance for the plan, to ensure that the relevant car park lots and storage lots can only be owned and used for the approved purposes, together with a "prime" lot or lots on the plan. The agreement must also contain such other conditions as may be advised by Council's Chief Legal Counsel. The owner of the land being subdivided must pay all of Council's reasonable legal costs and expenses for this agreement, including Land Victoria registration fees.
6.	Mortgage details including name and address of Mortgagee, date mortgage registered and registered number	AK432417W 28/06/2013 Westpac Banking Corporation of Level 3, Westpac Place, 275 Kent Street, Sydney, New South Wales 2000.
7.	Commencement date	The date of execution of this agreement.
8.	Council's Representative is:	Leon Wilson, Team Leader Land Survey
9.	Termination date or specified event	By agreement of the parties.
10.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne VIC 3000 Ph: 9658 9658 Facsimile: 9654 4854

12.	Address, phone and facsimile of Owner	1 Sharps Road Tullamarine Victoria 3043 T: 93308872 F: 93308749
-----	---------------------------------------	---

APPENDIX A - PLAN

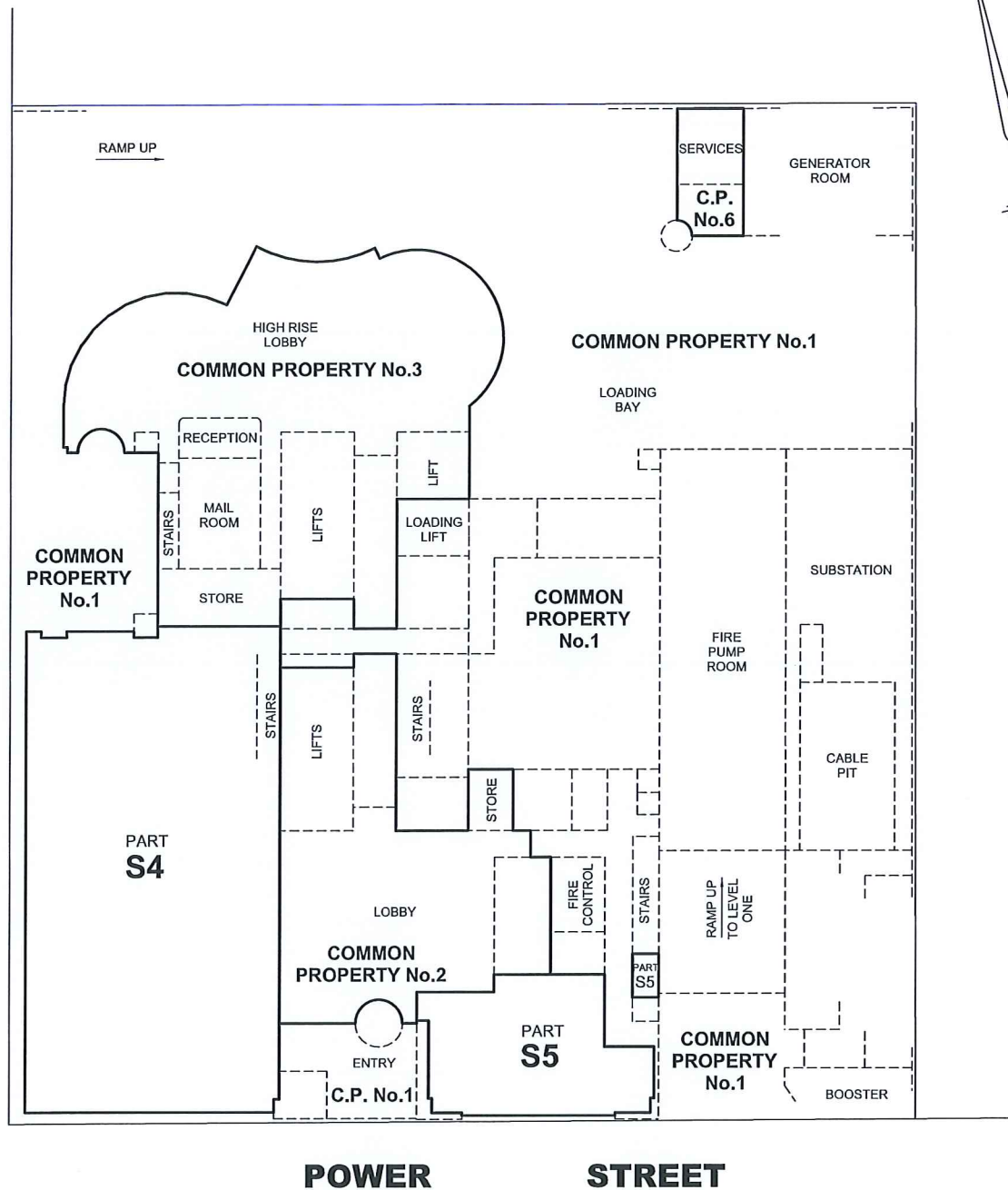
Note: - the plan attached must have the plan of subdivision number removed and include all three stages, and preferably be a copy of the certified plan.

SUBDIVISION ACT 1988 PLAN OF SUBDIVISION		LRS USE ONLY EDITION	PLAN NUMBER		
LOCATION OF LAND PARISH: MELBOURNE SOUTH TOWNSHIP: SECTION: CROWN ALLOTMENT: 24 (PART) & 24A CROWN PORTION: TITLE REFERENCES: VOL.11247 FOL.103 VOL.11247 FOL.105 LAST PLAN REFERENCE: TP368515X LOT 1, TP846071U POSTAL ADDRESS: 31-49 QUEENS BRIDGE STREET (at time of subdivision) SOUTHBANK VIC 3006 MGA CO-ORDINATES: E 320 578 ZONE: 55 (of approximate centre of land in plan)(MGA co-ordinates) N 5 811 873 GDA 94		COUNCIL NAME : CITY OF MELBOURNE REF : SA-2013-82 SPEAR REF : S039321J			
VESTING OF ROADS OR RESERVES		PRIMA TOWER - 173 PLAN NUMBER OF LOTS IN THIS PLAN: TOTAL AREA OF LAND IN THIS PLAN: 2,760m ² DEPTH LIMITATION: 15.24m BELOW THE SITE APPLIES TO THE LAND IN CROWN ALLOTMENT 24A			
IDENTIFIER NIL	COUNCIL / BODY / PERSON NIL				
NOTATIONS					
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES (REFER TO SEC 10 (4) SUBDIVISION (REGISTRARS REQUIREMENTS) REGULATIONS 2011). THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR OR BALUSTRADE WHICH DEFINE BOUNDARIES IS CONTAINED WITHIN COMMON PROPERTY No.1.		ALL COLUMNS, INTERNAL SERVICE DUCTS, CONDUITS, PIPE SHAFTS AND ELECTRICITY CONSUMER MAINS CABLES WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS, SHAFTS AND CABLES HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION.			
EASEMENT INFORMATION			THIS IS A SPEAR PLAN STAGING: SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). _____ IN PROCLAIMED SURVEY AREA No. _____		
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)		ORIGIN	LAND BENEFITED /IN FAVOUR OF
ORIGINAL SHEET SIZE A3		SHEET 1 OF 68 SHEETS		DIGITALLY SIGNED BY LICENSED SURVEYOR 	
Reeds Consulting Pty Ltd Level 6 440 Elizabeth Street Melbourne VIC 3000 phone (03) 8660 3000 fax (03) 8660 3060 email survey@reedscon.com.au Copyright © 2014/2015 LAND SURVEYORS • CIVIL ENGINEERS • DEVELOPMENT CONSULTANTS		REF: 22177		VERSION: A	
		DATE: 08/04/14		173P1A.DGN	
		COUNCIL NAME : CITY OF MELBOURNE REF : SPEAR REF :			

DIAGRAM 1 GROUND LEVEL AND GROUND STOREY

PLAN OF SUBDIVISION

QUEENS STREET
BRIDGE



POWER STREET

DIGITALLY SIGNED BY LICENSED SURVEYOR

REF: 22177

VERSION: A

SHEET 2

DATE: 08/04/14

173P2A.DGN

COUNCIL NAME :
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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE
1:250

SHEET
SIZE
A3

**DIAGRAM 2
BASEMENT**

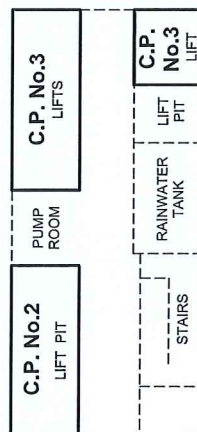
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

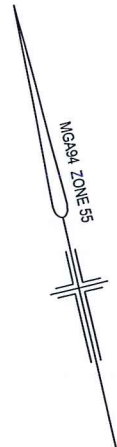
**QUEENS STREET
BRIDGE**

COMMON PROPERTY No.1



COMMON PROPERTY No.1

POWER STREET



DIGITALLY SIGNED BY LICENSED SURVEYOR

REF: **22177**

VERSION: **A**

SHEET **3**

DATE: 08/04/14

173P3A.DGN

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SCALE



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SCALE
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SHEET
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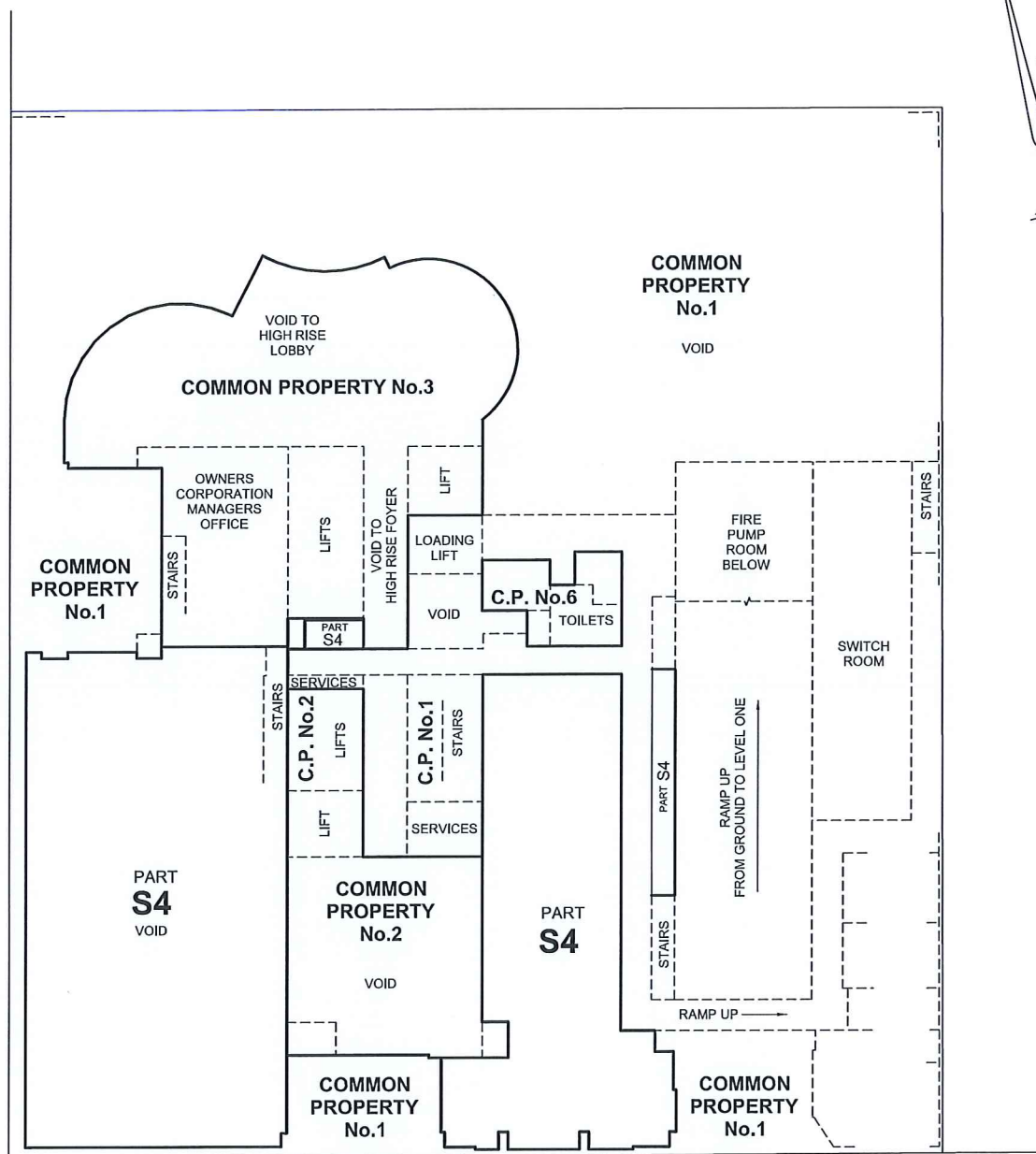
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**DIAGRAM 3
MEZZANINE**

**SUBDIVISION ACT 1988
PLAN OF SUBDIVISION**

PLAN NUMBER

QUEENS BRIDGE STREET



MC944 ZONE S5

POWER STREET

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SHEET 4

DATE: 08/04/14

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SHEET
SIZE
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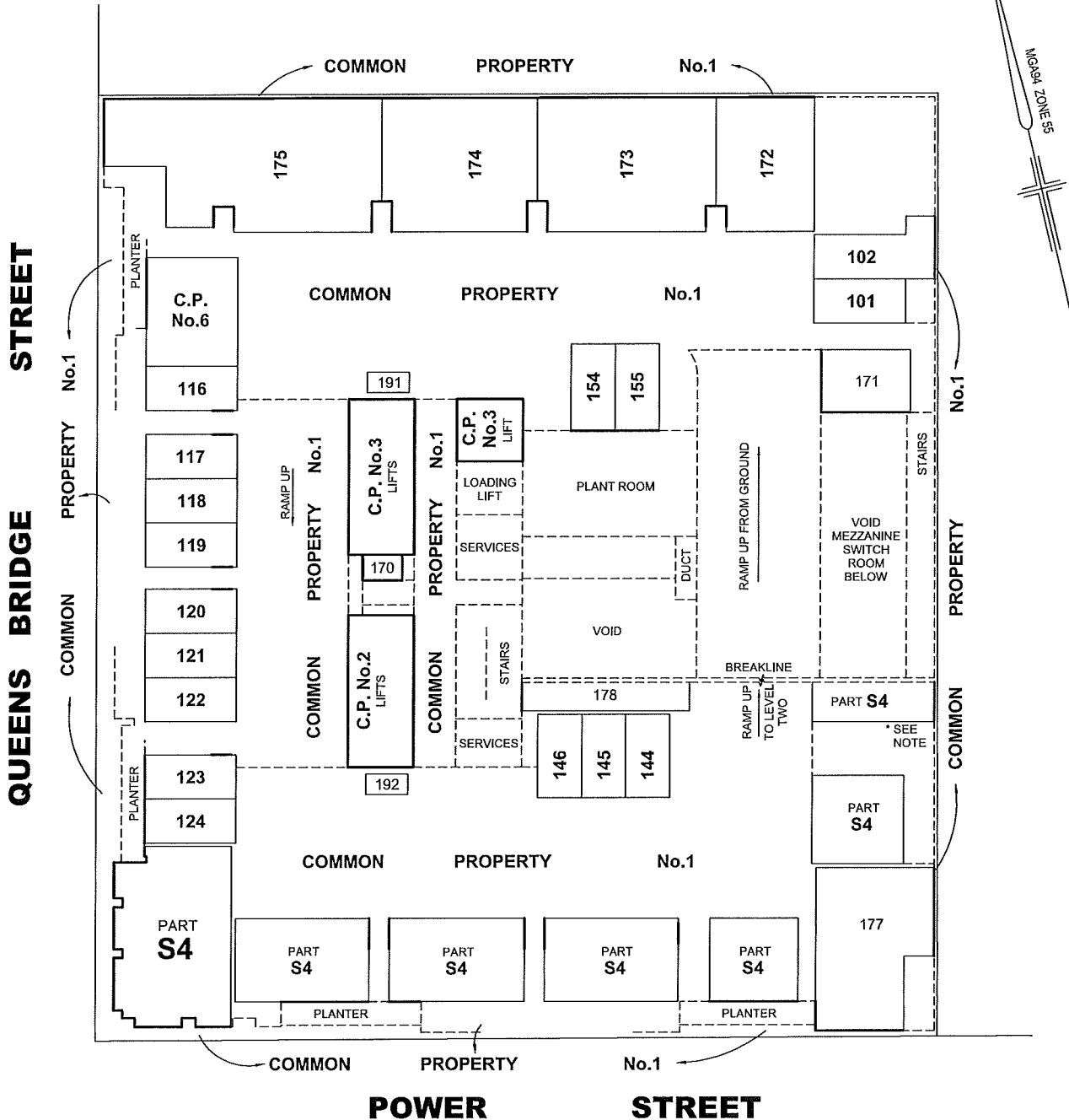
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SPEAR REF :

DIAGRAM 4
LEVEL ONE

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER



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REF: 22177

VERSION: A

SHEET 5

DATE: 08/04/14

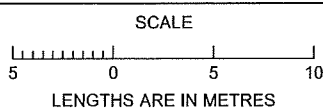
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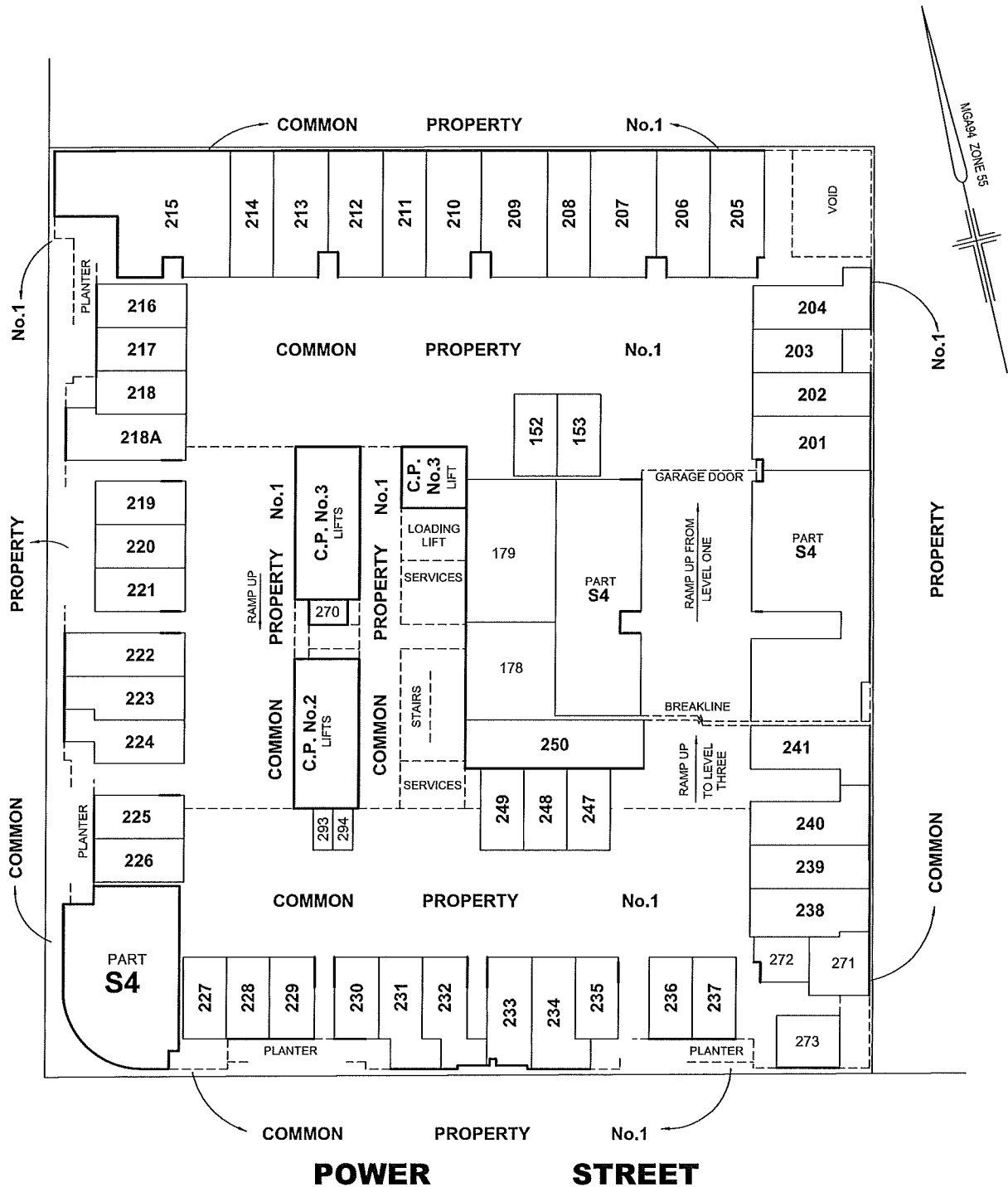
**DIAGRAM 5
LEVEL TWO**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET

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REF: 22177

VERSION: A

SHEET 6

DATE: 08/04/14

173P6A.DGN

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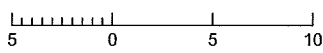


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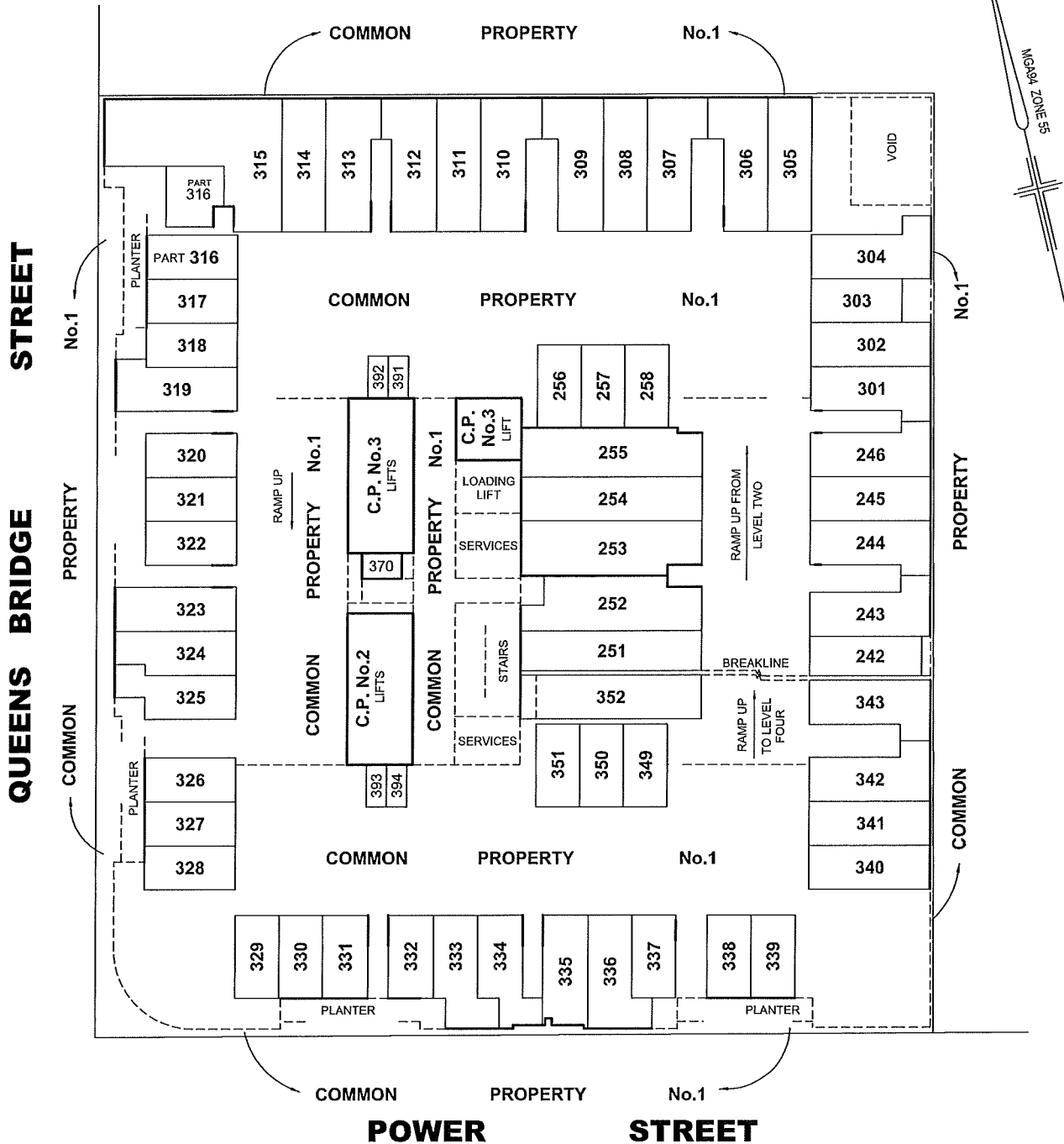
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**DIAGRAM 6
LEVEL THREE**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER



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REF: 22177

VERSION: A

SHEET 7

DATE: 08/04/14

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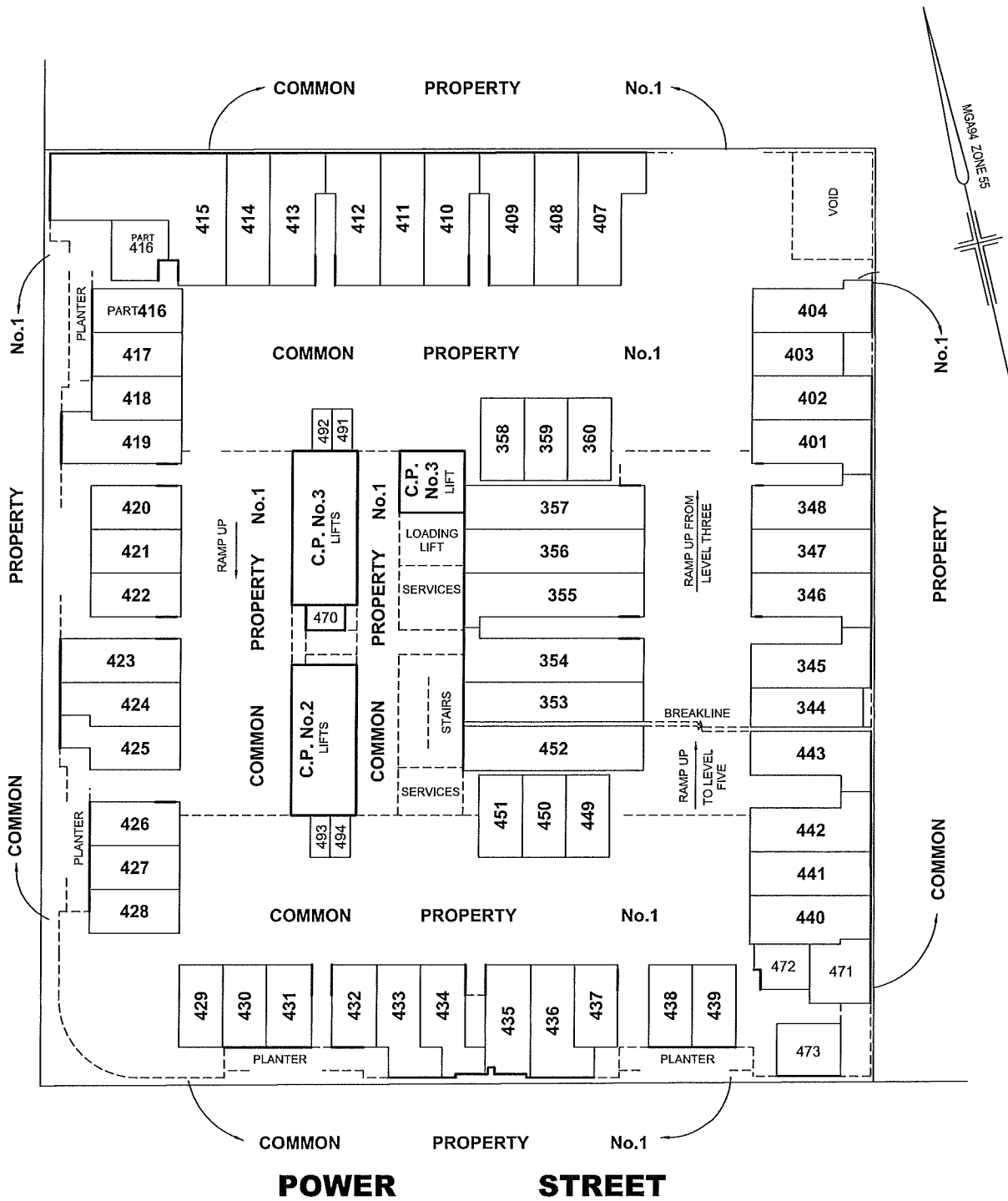
**DIAGRAM 7
LEVEL FOUR**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



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REF: 22177

VERSION: A

SHEET 8

DATE: 08/04/14

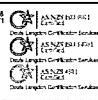
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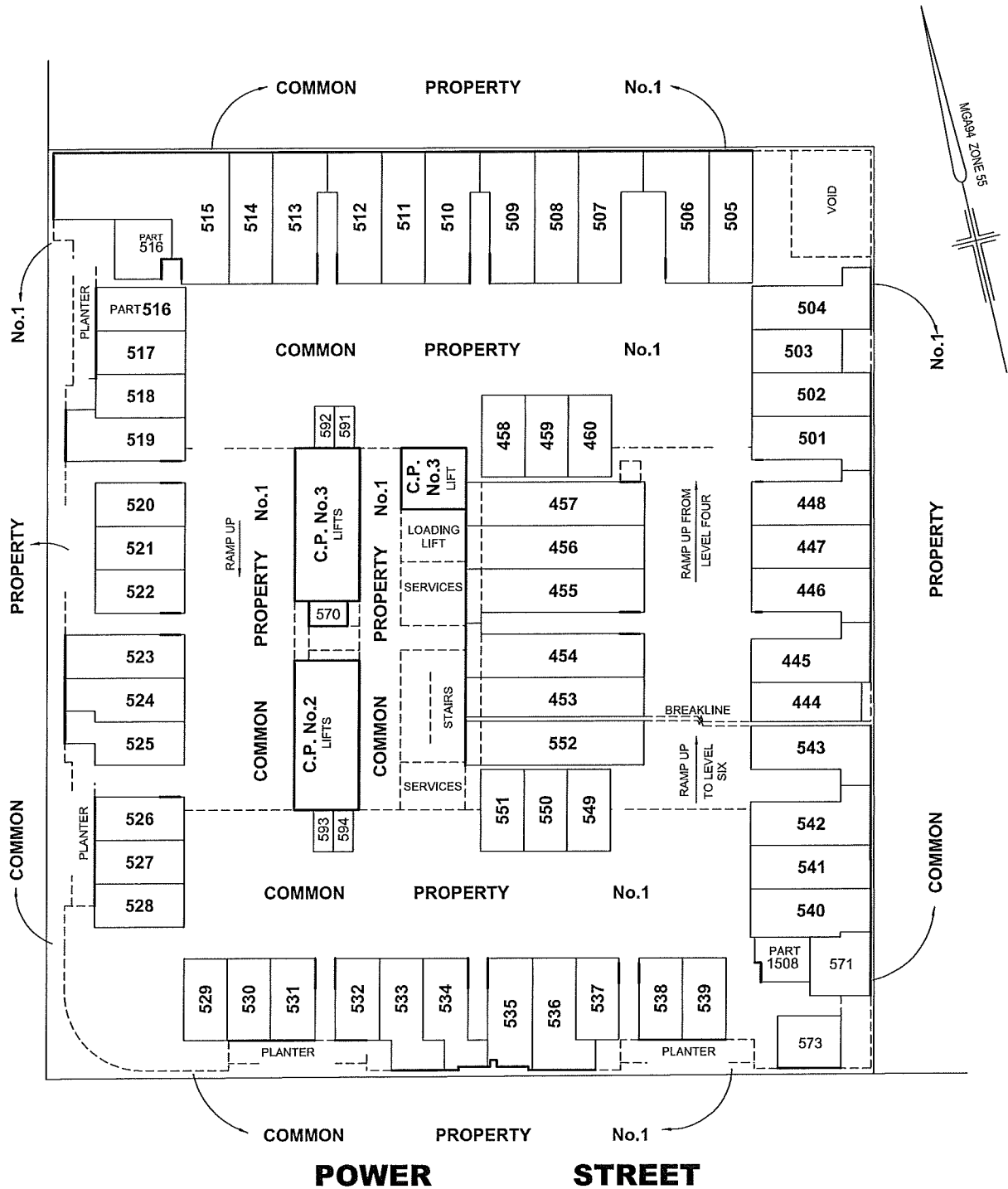
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DIAGRAM 8 LEVEL FIVE

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER



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REF: 22177

VERSION: A

SHEET 9

DATE: 08/04/14

173P9A.DGN

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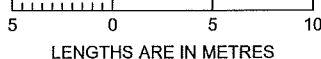


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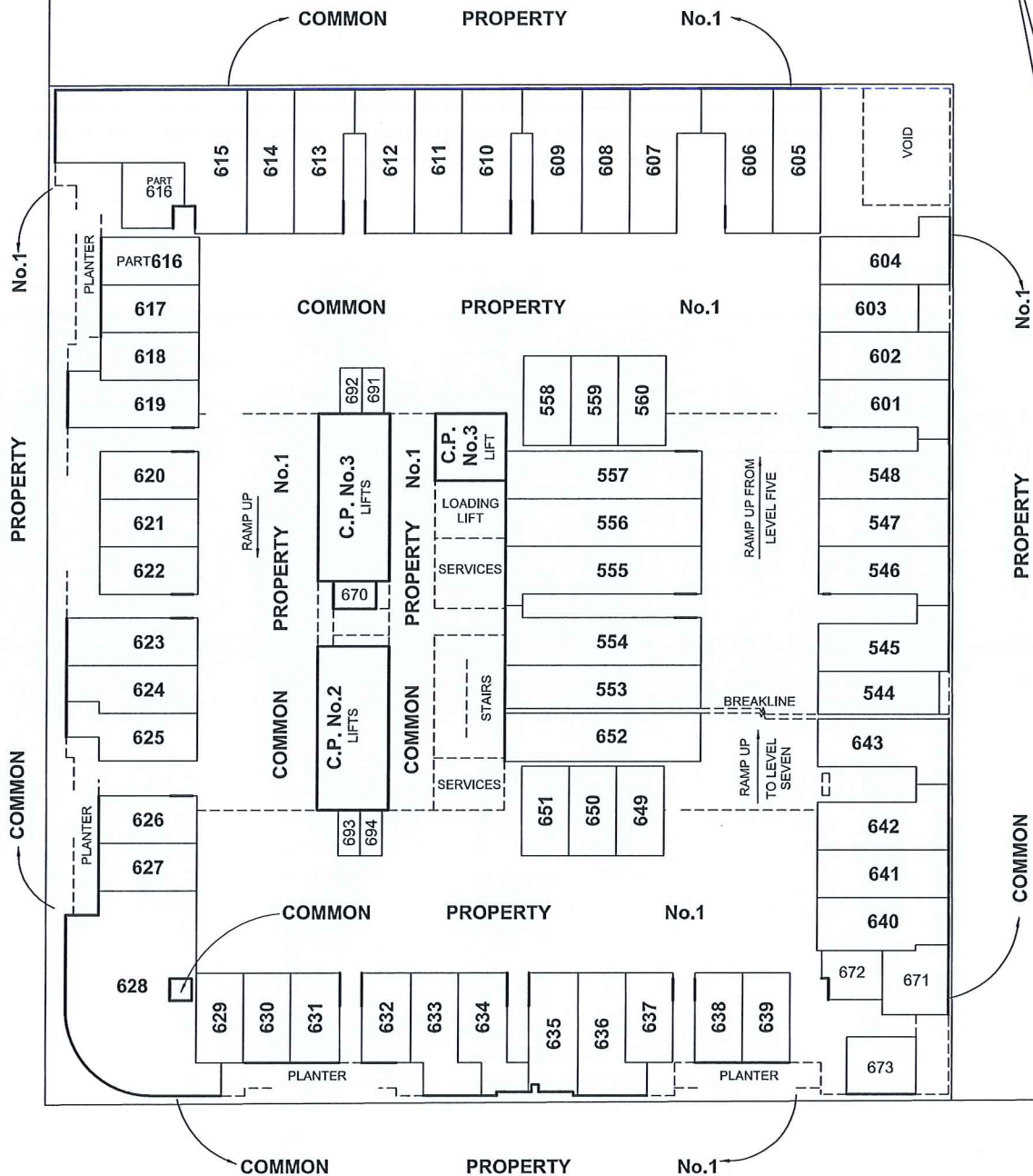
**DIAGRAM 9
LEVEL SIX**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET

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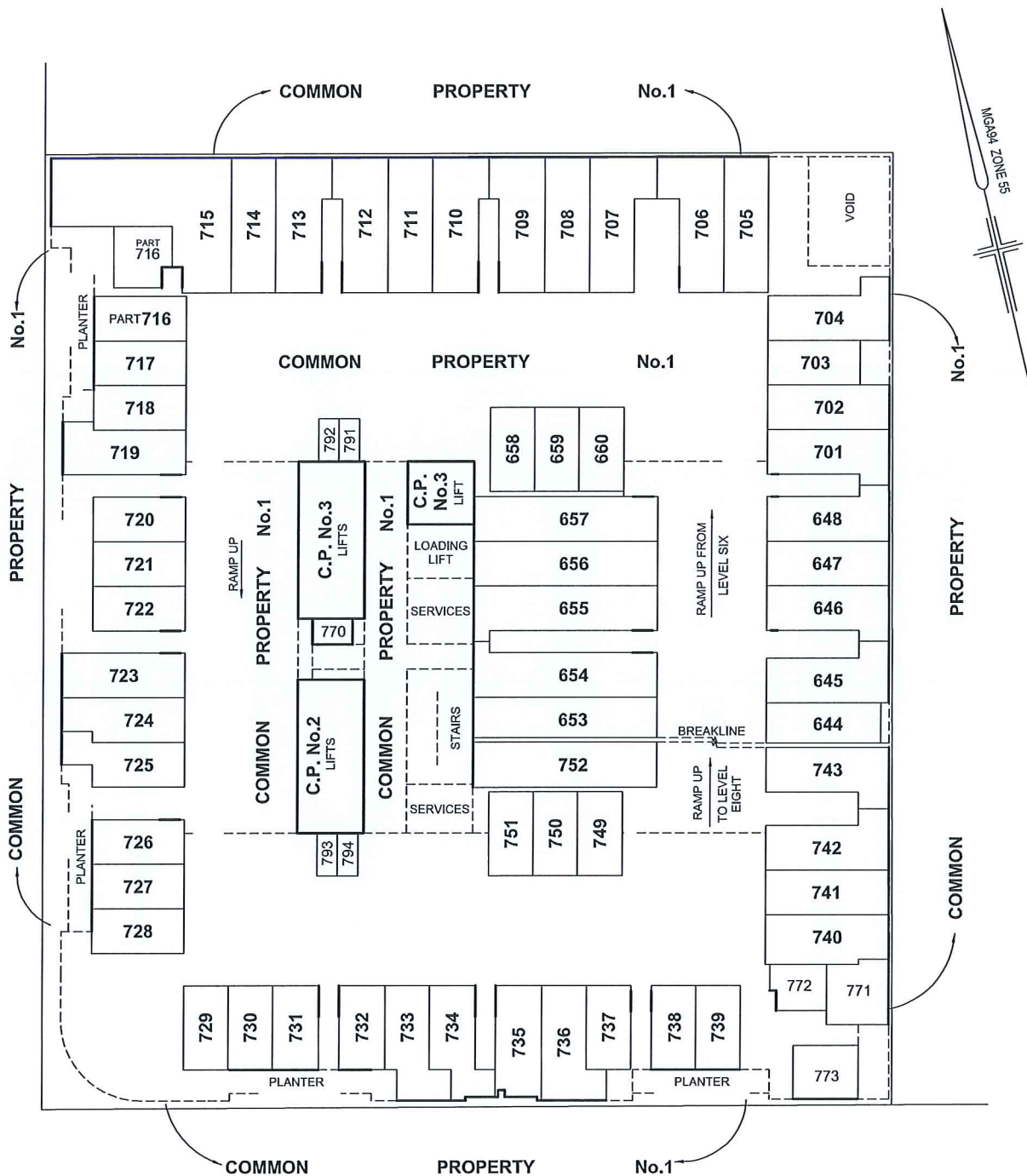
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LEVEL SEVEN**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET

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REF: 22177

VERSION: A

SHEET 11

DATE: 08/04/14

173P11A.DGN

COUNCIL NAME :
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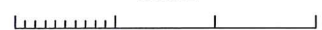


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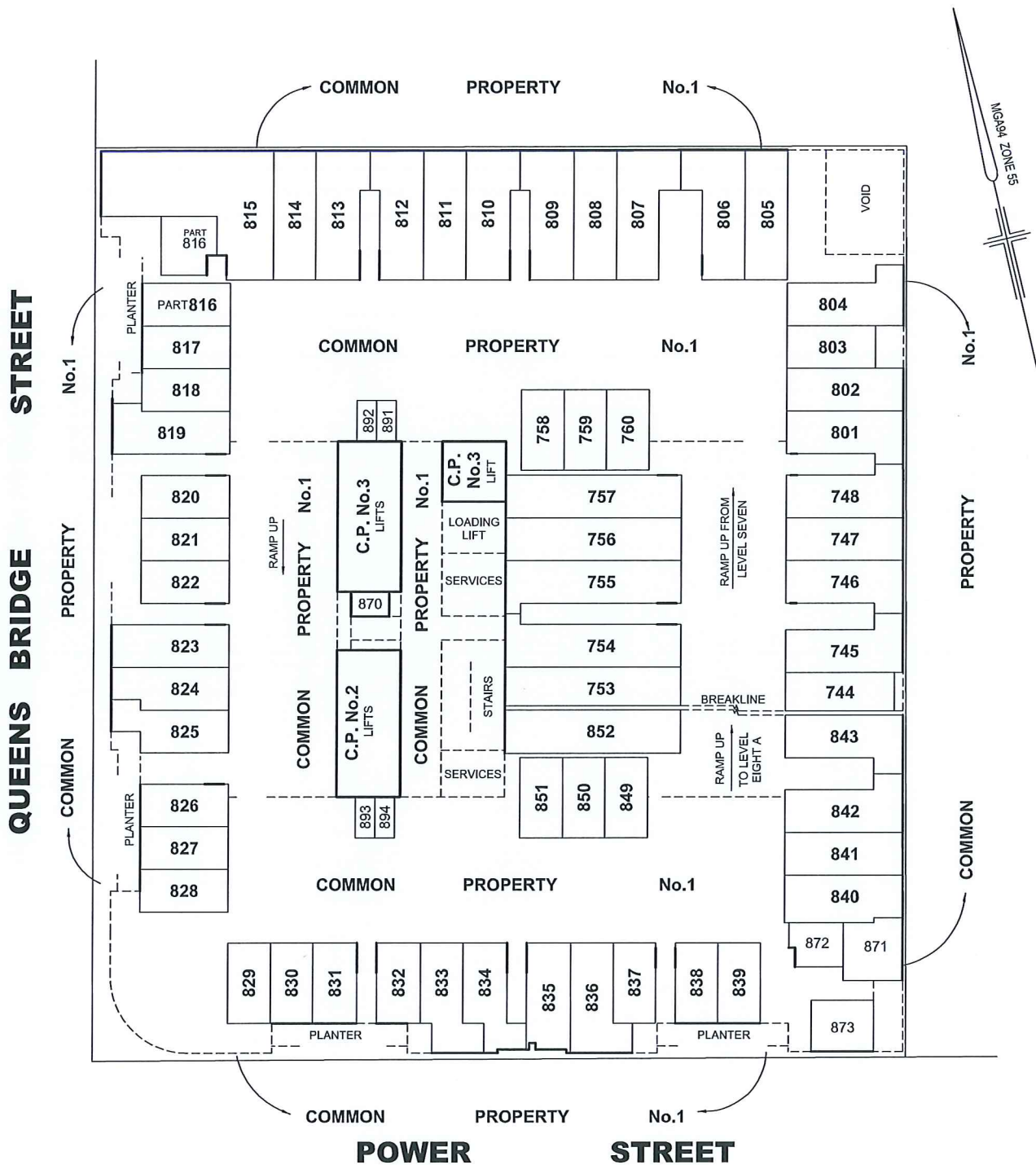
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**DIAGRAM 11
LEVEL EIGHT**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER



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VERSION: **A**

SHEET 12

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173P12A.DGN

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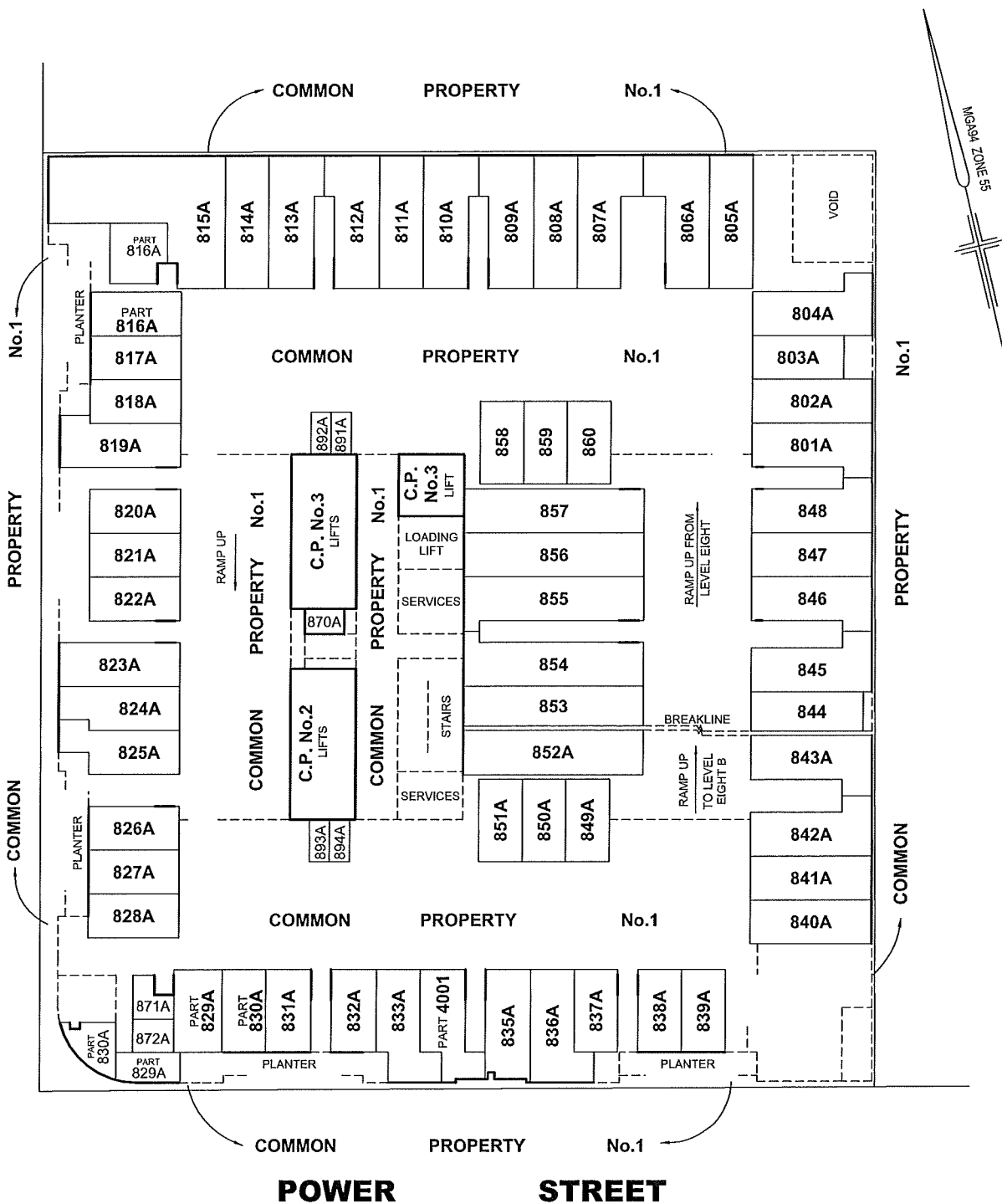
DIAGRAM 12 LEVEL EIGHT A

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET

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REF: 22177

VERSION: A

SHEET 13

DATE: 08/04/14

173P13A.DGN

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CITY OF MELBOURNE

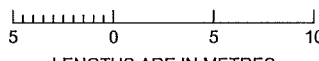


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SCALE SHEET
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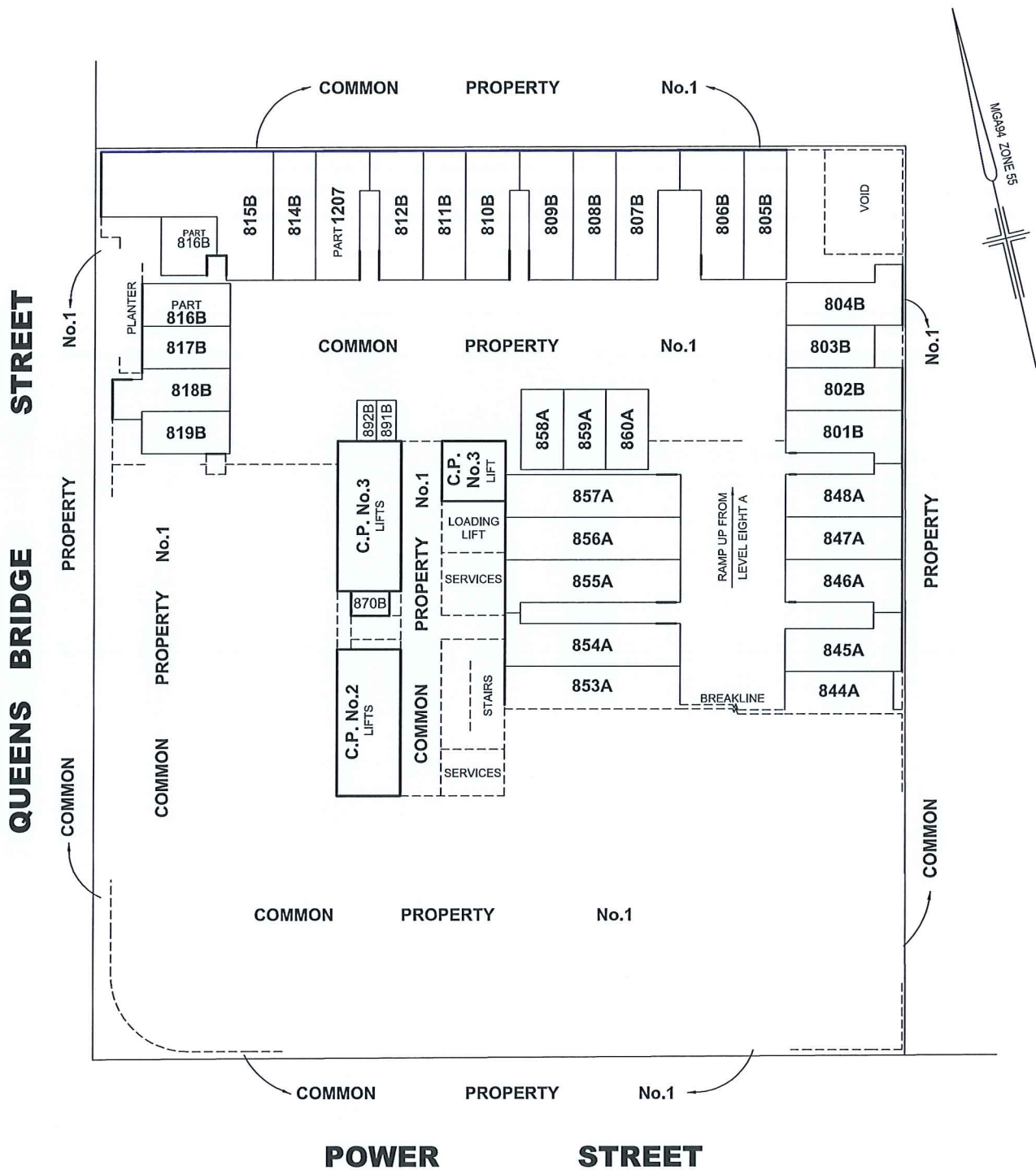
**DIAGRAM 13
LEVEL EIGHT B**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF
SUBDIVISION. DIMENSIONS AND LAYOUT MAY
VARY PRIOR TO FINAL APPROVAL OF PLAN



DIGITALLY SIGNED BY LICENSED SURVEYOR

REF: 22177

VERSION: A

SHEET 14

DATE: 08/04/14

173P14A.DGN

COUNCIL NAME :
CITY OF MELBOURNE

REF :
SPEAR REF :

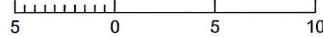


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LENGTHS ARE IN METRES

ORIGINAL

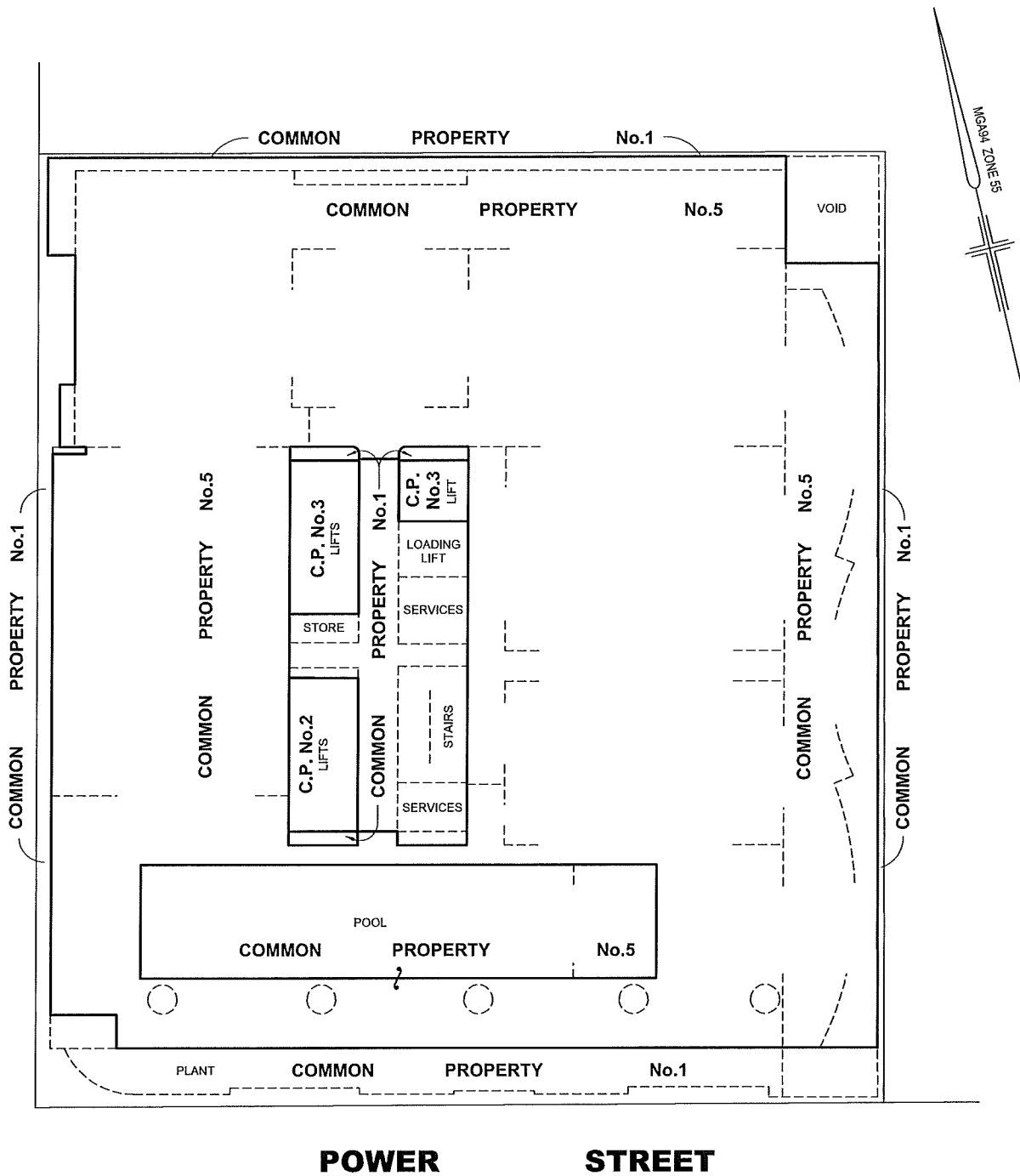
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SIZE
1:250 A3

DIAGRAM 14
LEVEL NINE

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET

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REF: 22177

VERSION: A

SHEET 15

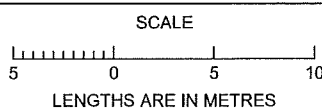
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173P15A.DGN

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A3

REF :
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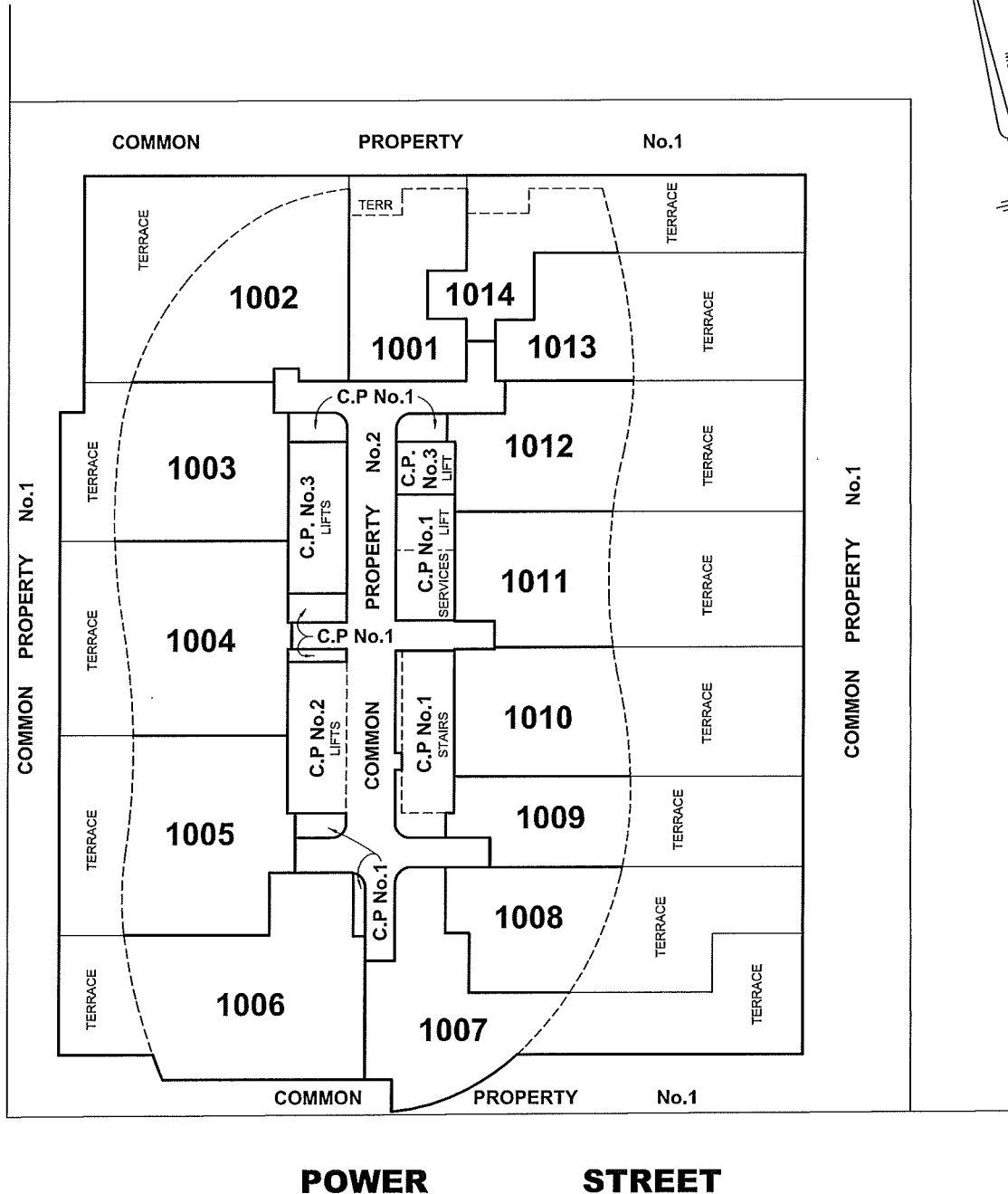
**DIAGRAM 15
LEVEL TEN**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



MAGNETIC ZONE 56

POWER STREET

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REF: **22177**

VERSION: **A**

SHEET 16

DATE: 08/04/14

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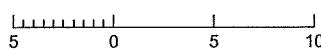


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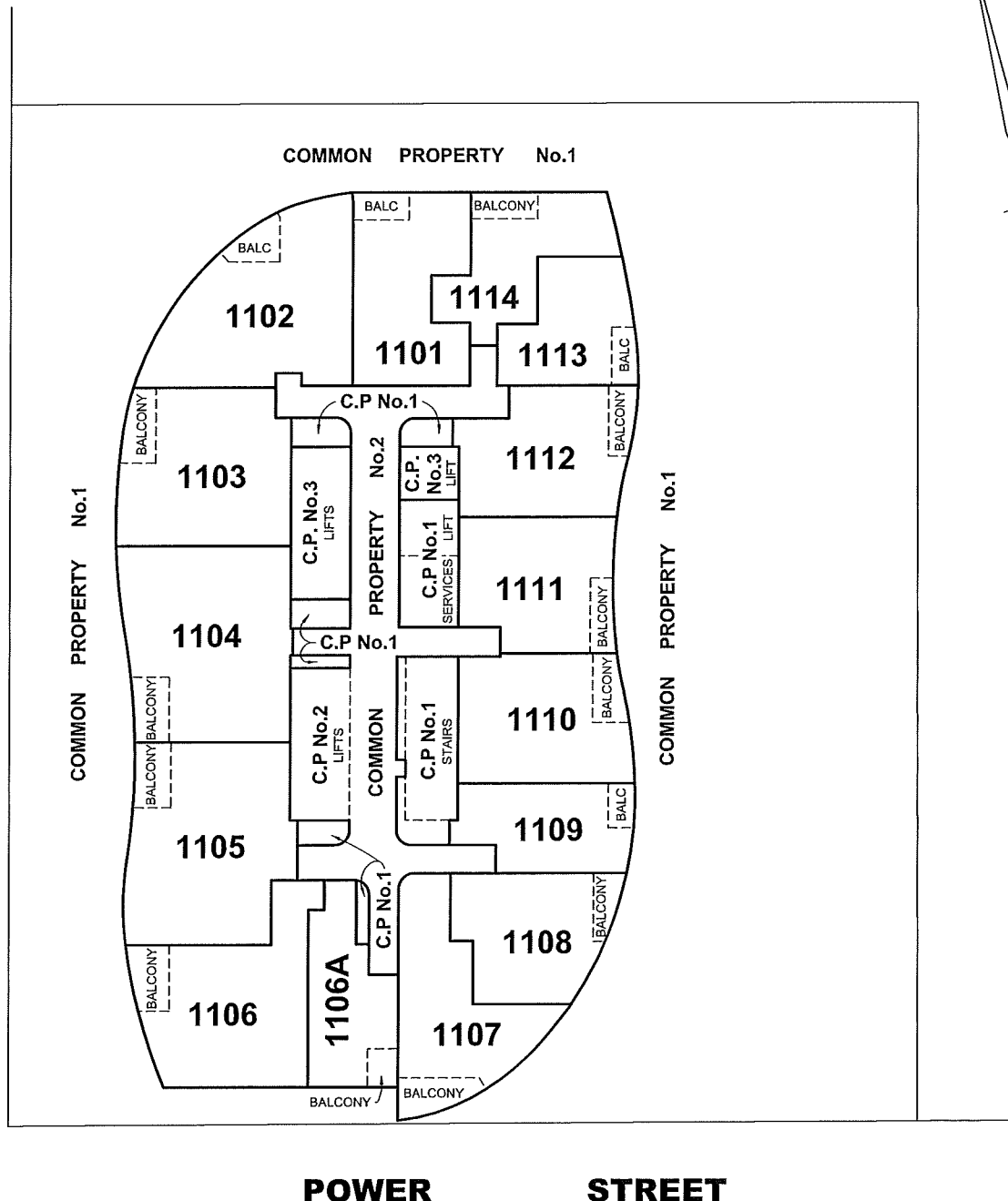
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ORIGINAL
SCALE
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SHEET
SIZE
A3

QUEENS BRIDGE STREET



MGAGA ZONE 55

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SHEET 17

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1:250	SIZE
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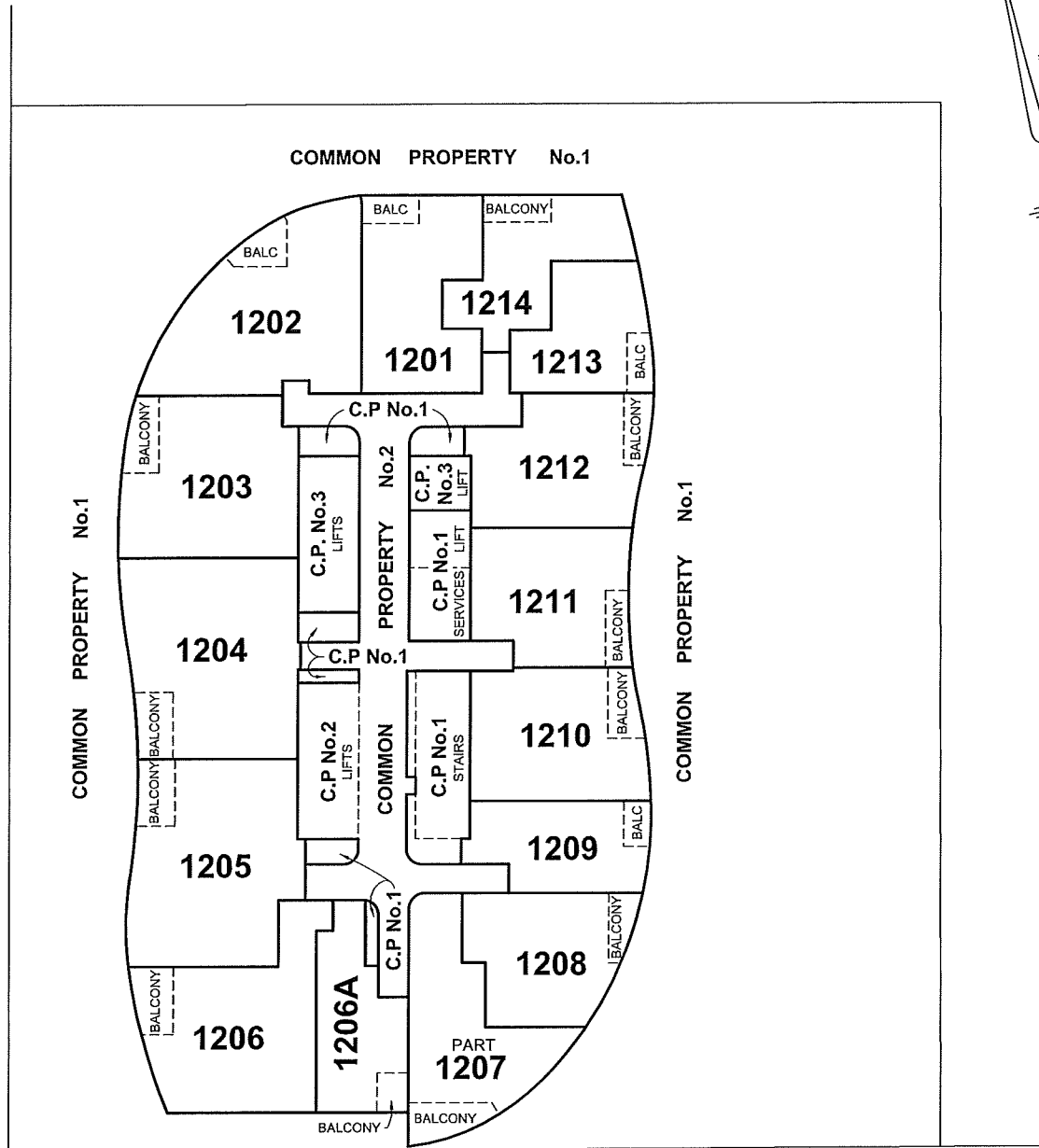
**DIAGRAM 17
LEVEL TWELVE**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



MCA94 ZONE S5

POWER STREET

STREET

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SHEET 18

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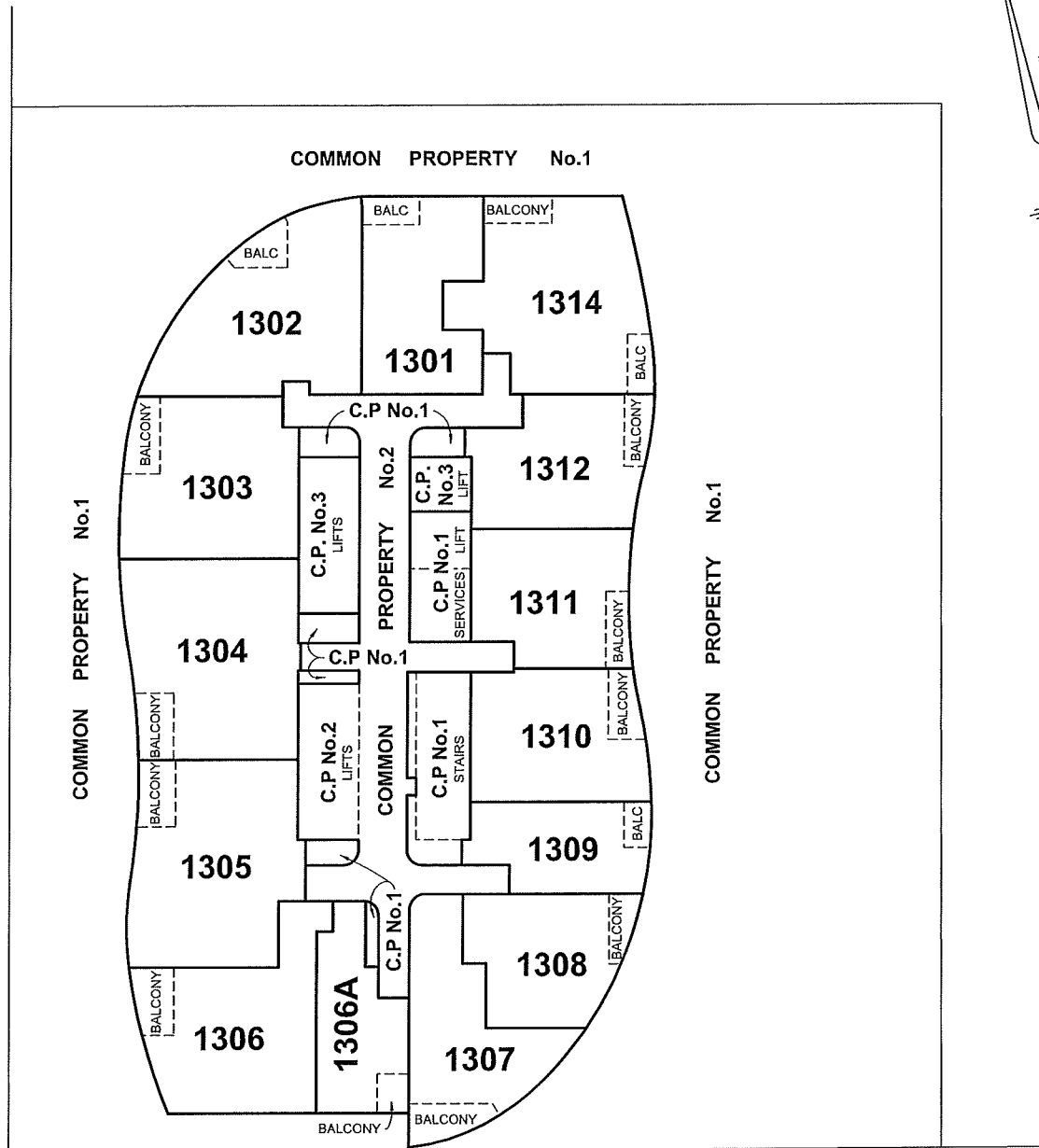
**DIAGRAM 18
LEVEL THIRTEEN**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET

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REF: **22177**

VERSION: **A**

SHEET 19

DATE: 08/04/14

173P19A.DGN

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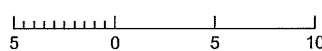


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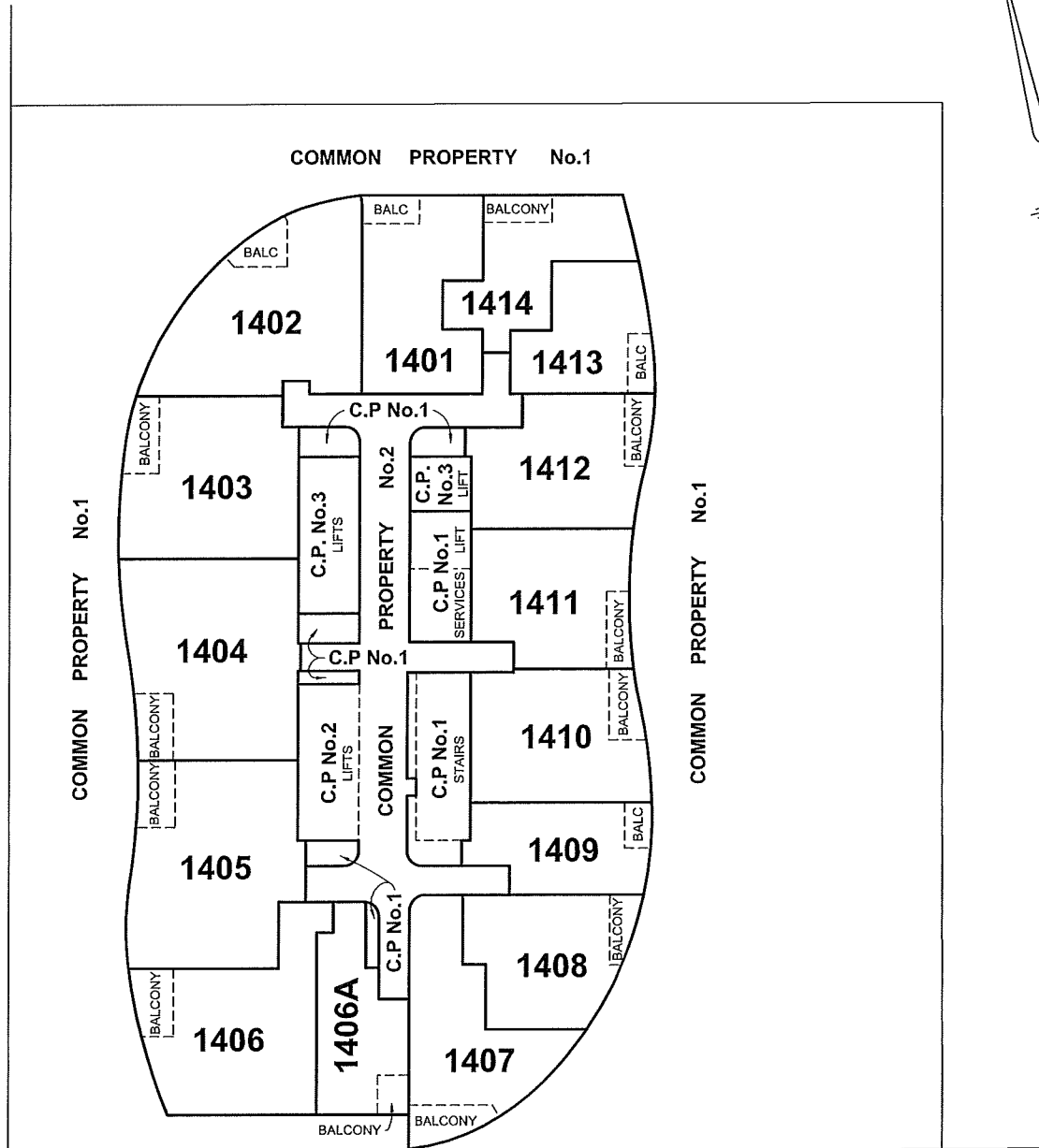
**DIAGRAM 19
LEVEL FOURTEEN**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET

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SHEET 20

DATE: 08/04/14

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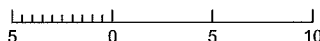


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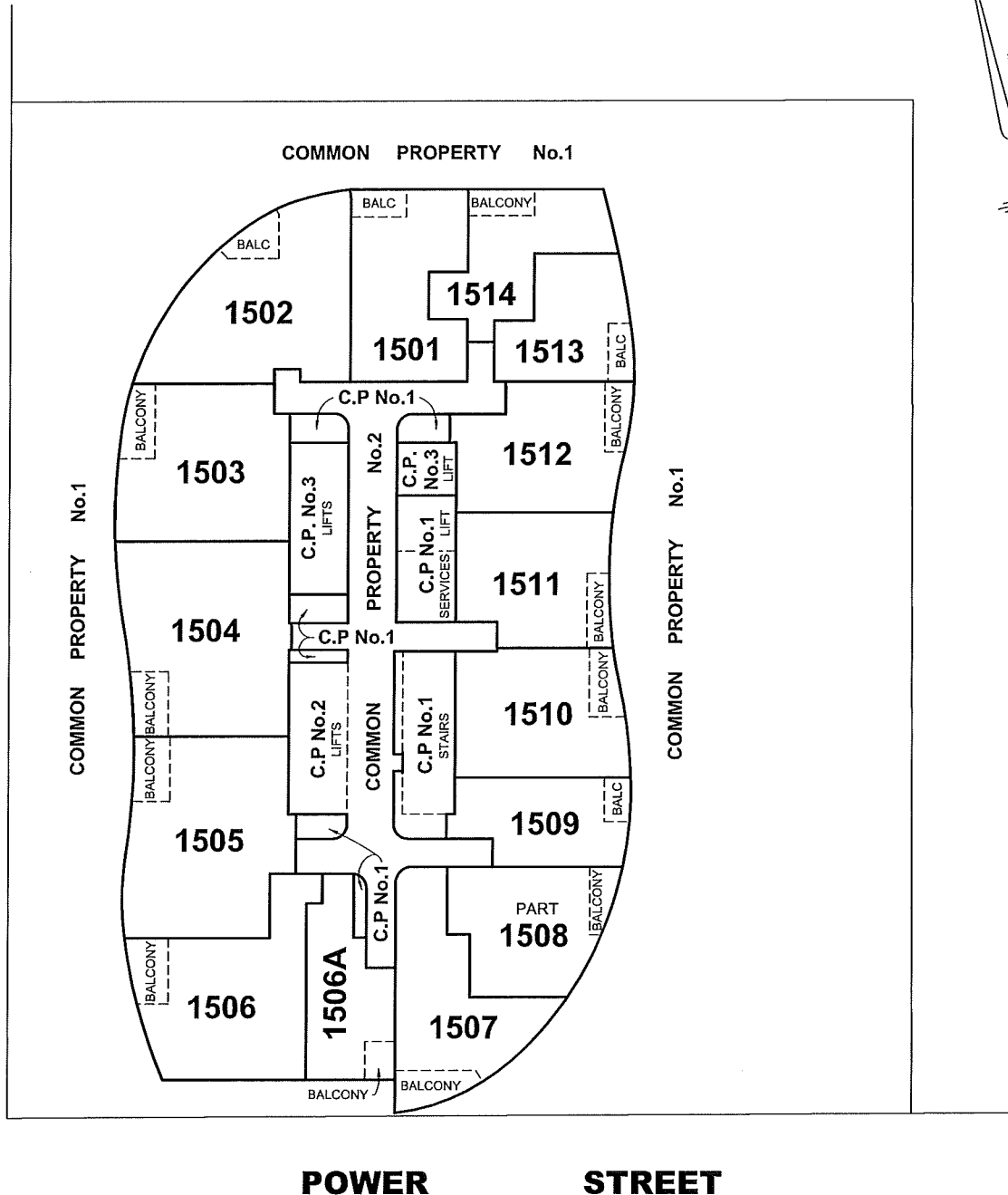
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SHEET
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QUEENS BRIDGE STREET



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SHEET 21

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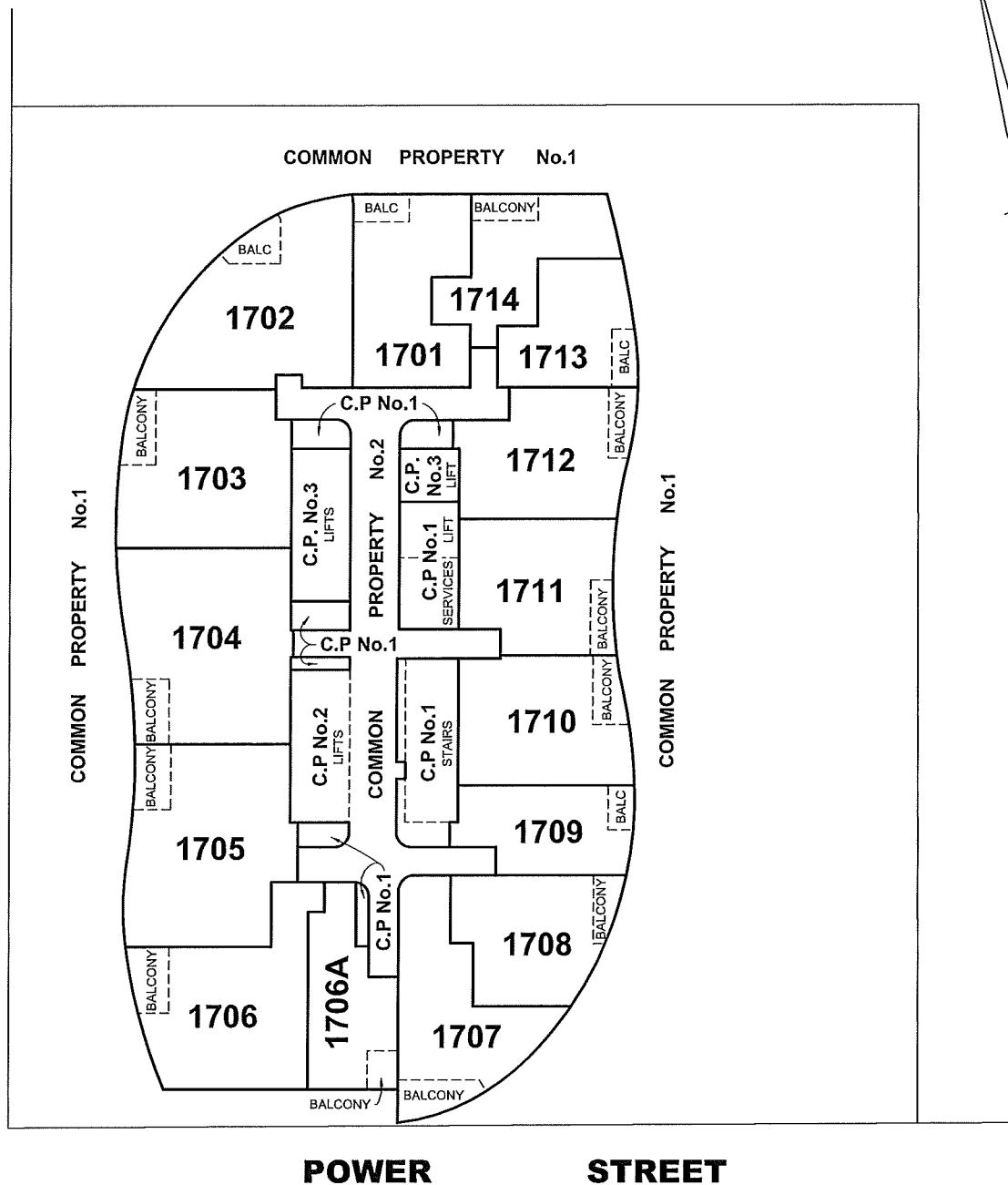
**DIAGRAM 22
LEVEL SEVENTEEN**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



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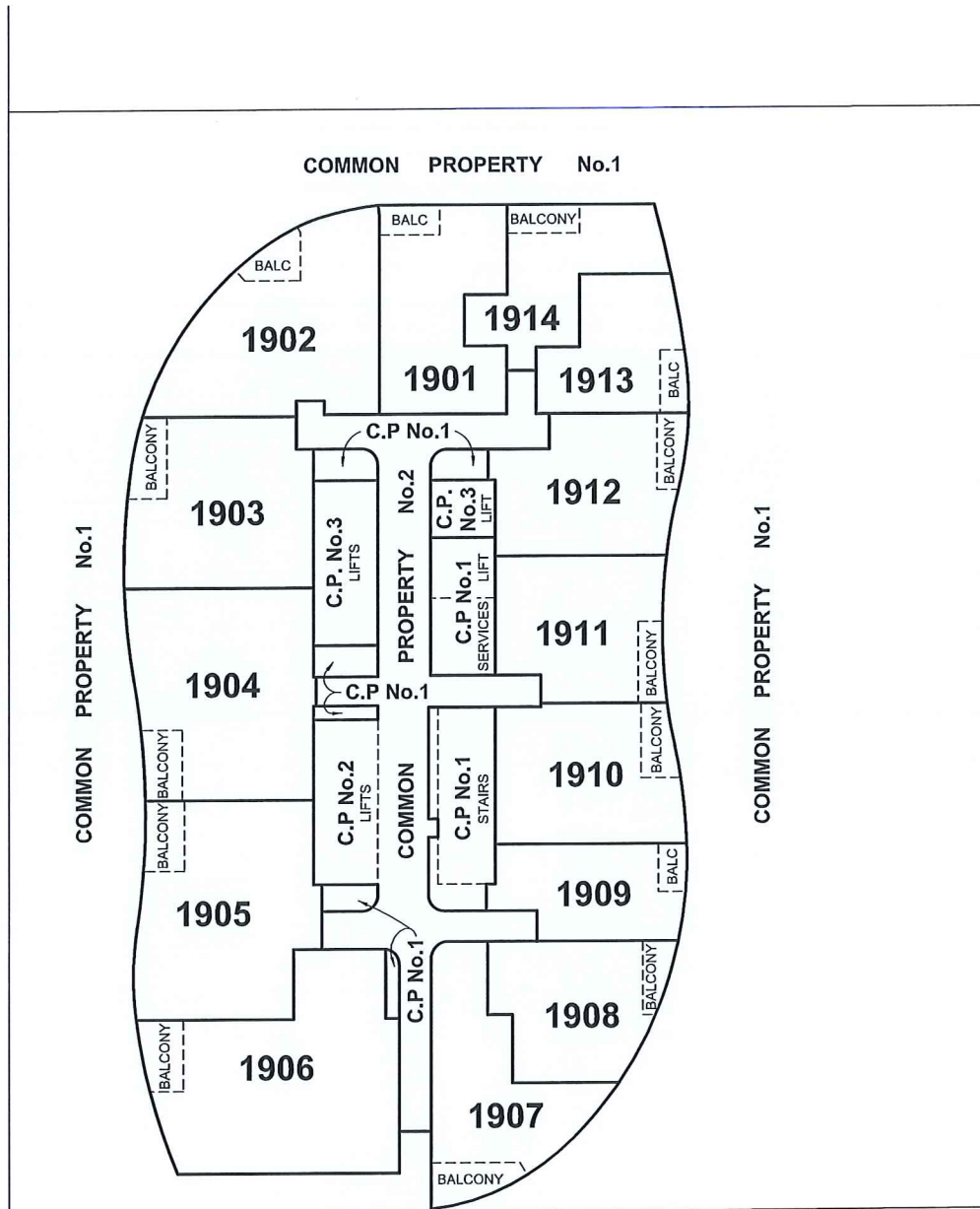
**DIAGRAM 24
LEVEL NINETEEN**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



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REF :
SPEAR REF :

**DIAGRAM 25
LEVEL TWENTY**

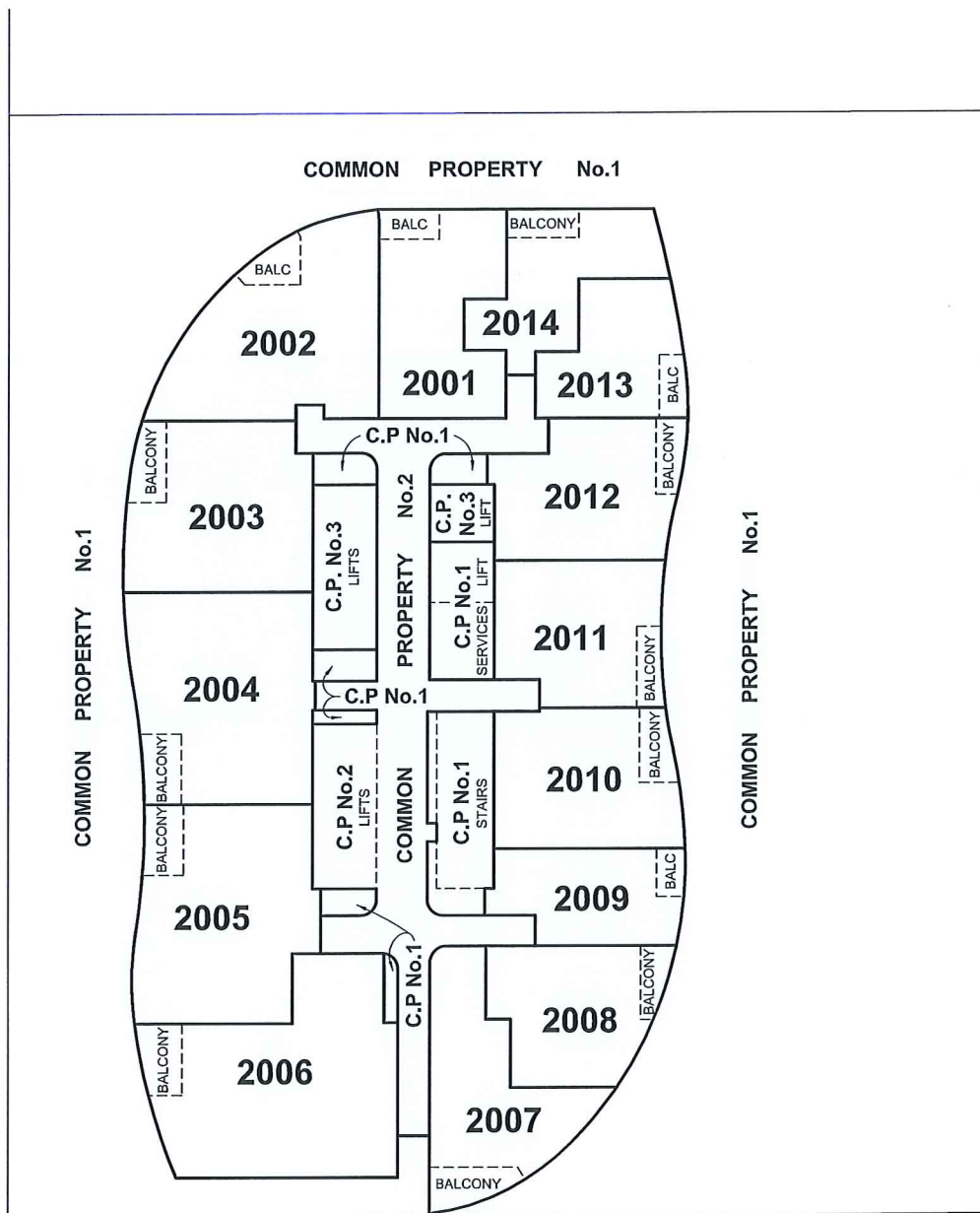
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS STREET

BRIDGE



POWER

STREET

MC94 ZONE 55

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SHEET 26

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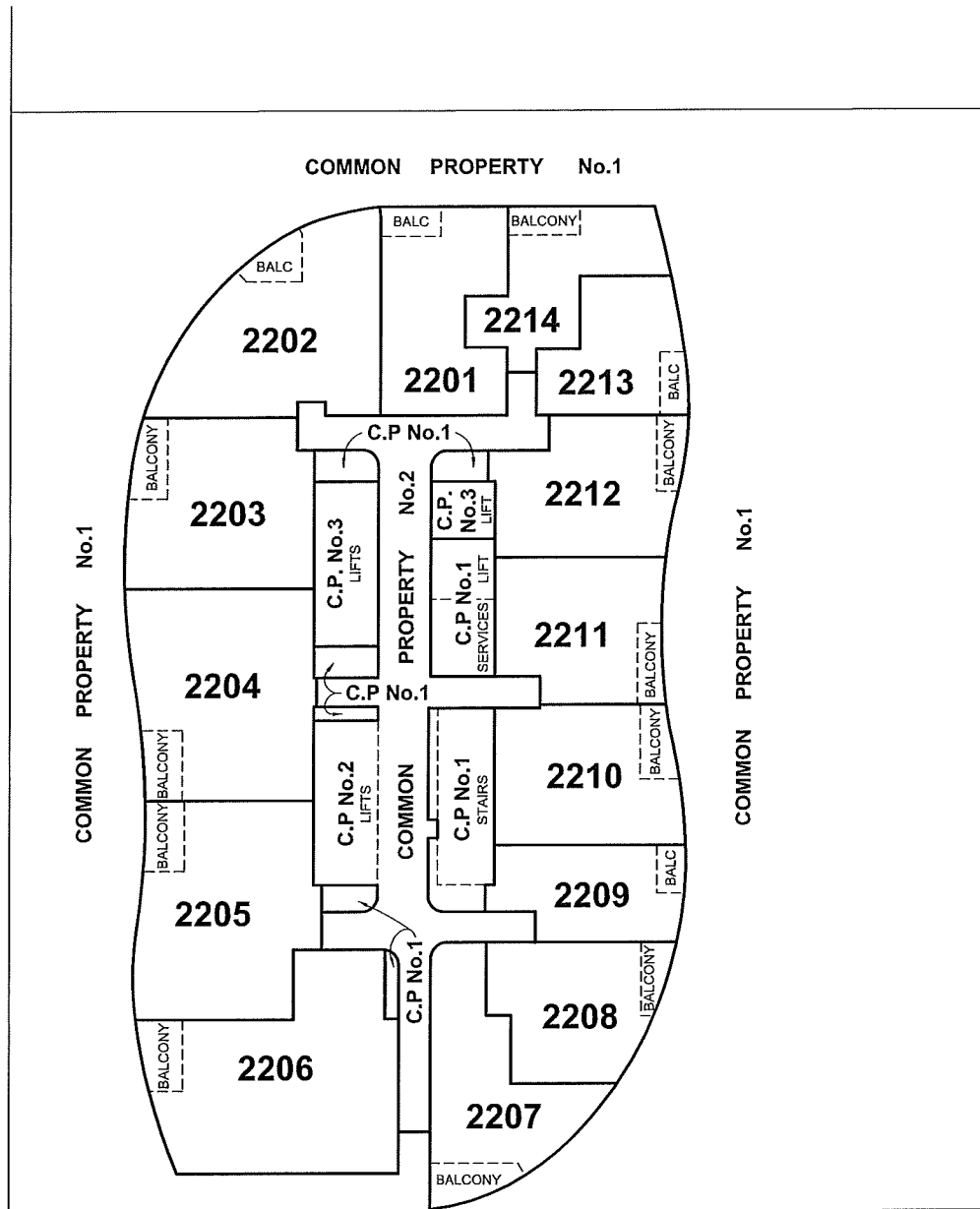
**DIAGRAM 27
LEVEL TWENTY TWO**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET

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SHEET 28

DATE: 08/04/14

173P28A.DGN

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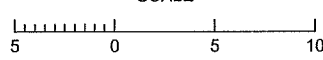


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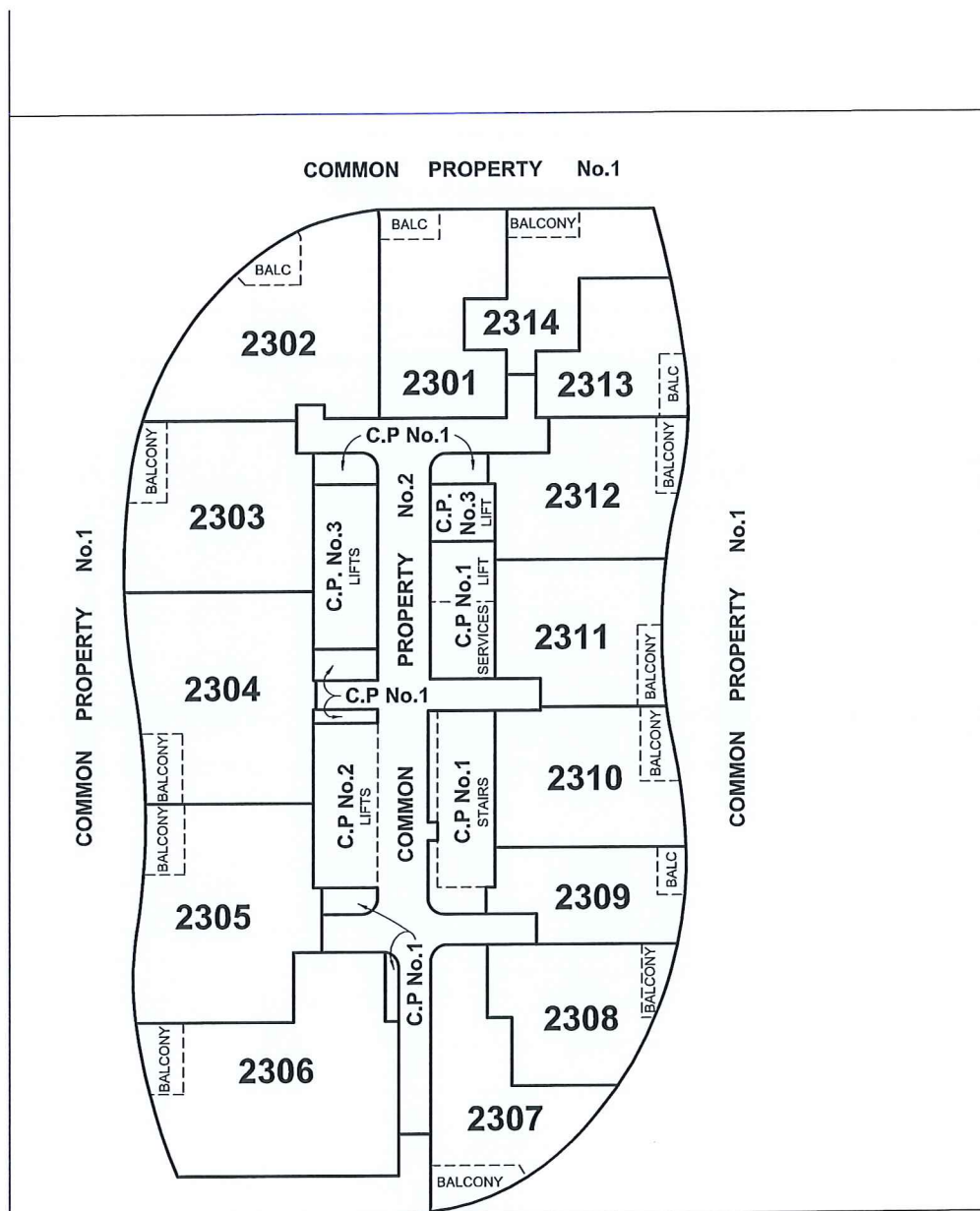
**DIAGRAM 28
LEVEL TWENTY THREE**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER

STREET

MCGRAH ZONE 55

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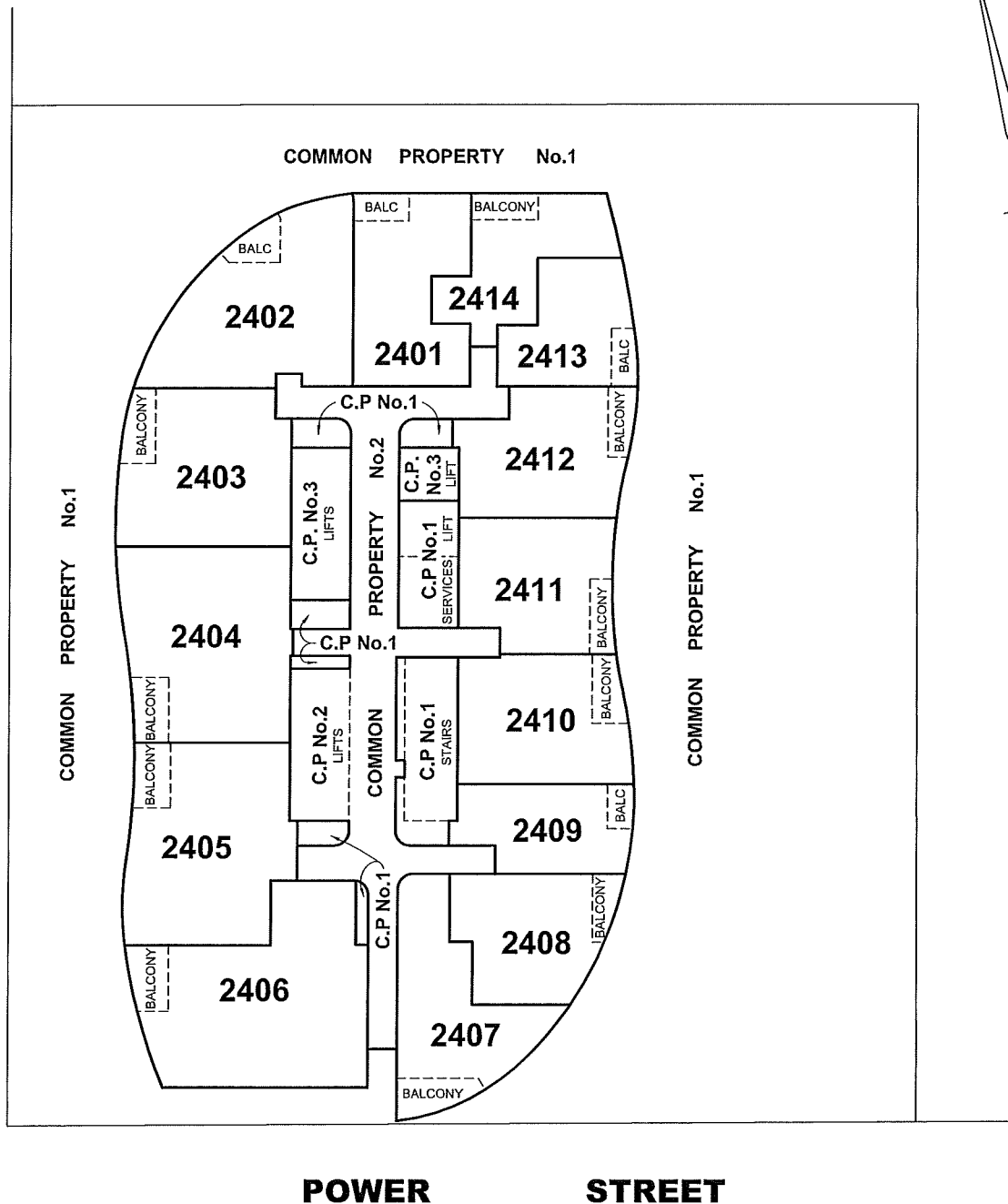
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DIAGRAM 29 LEVEL TWENTY FOUR

PLAN OF SUBDIVISION

QUEENS BRIDGE STREET



MGA94 ZONE 55

POWER STREET

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VERSION: A

SHEET 30

DATE: 08/04/14

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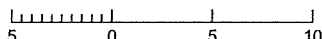


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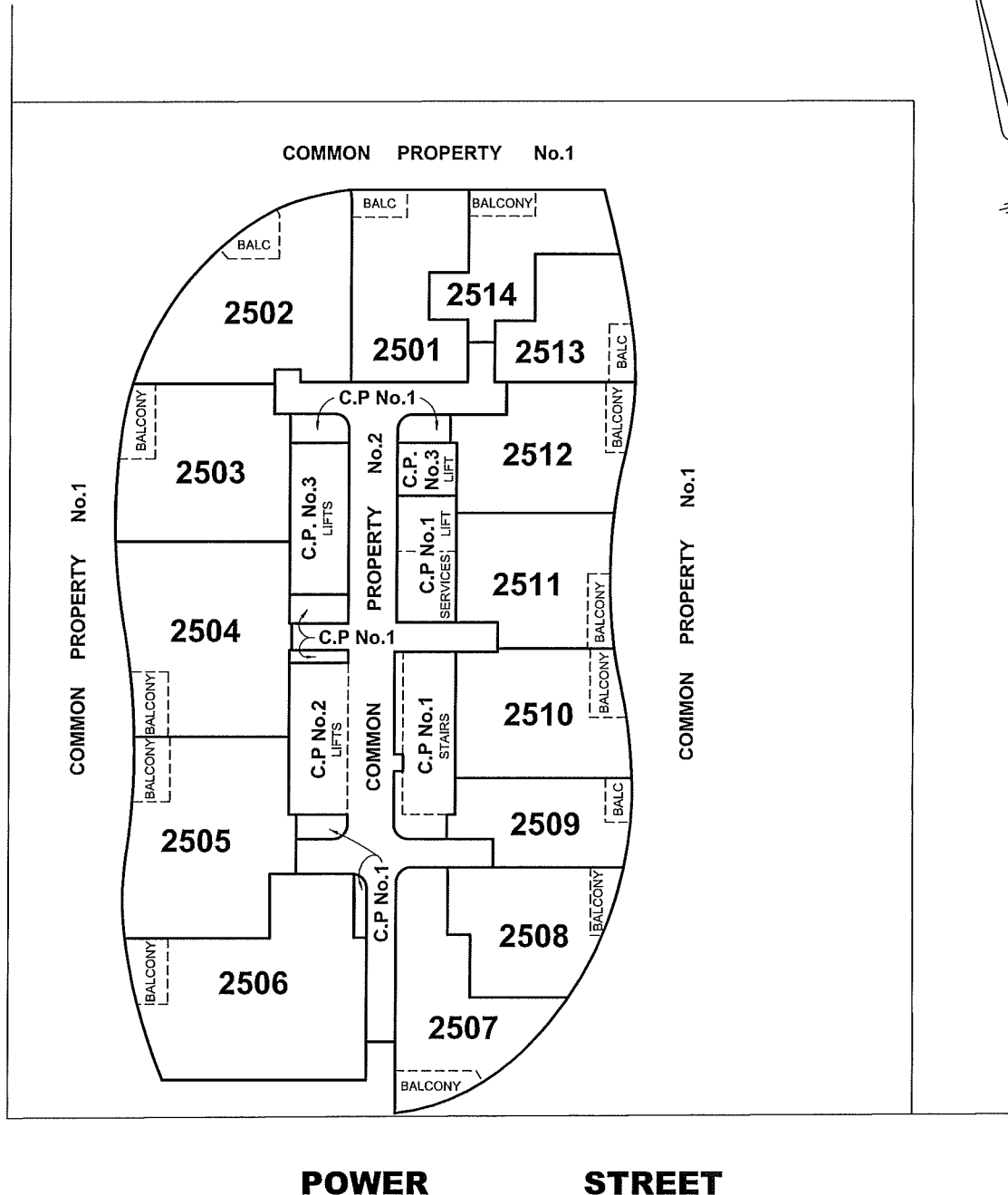
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DIAGRAM 30 LEVEL TWENTY FIVE

PLAN OF SUBDIVISION

QUEENS BRIDGE STREET



POWER STREET

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SHEET 31

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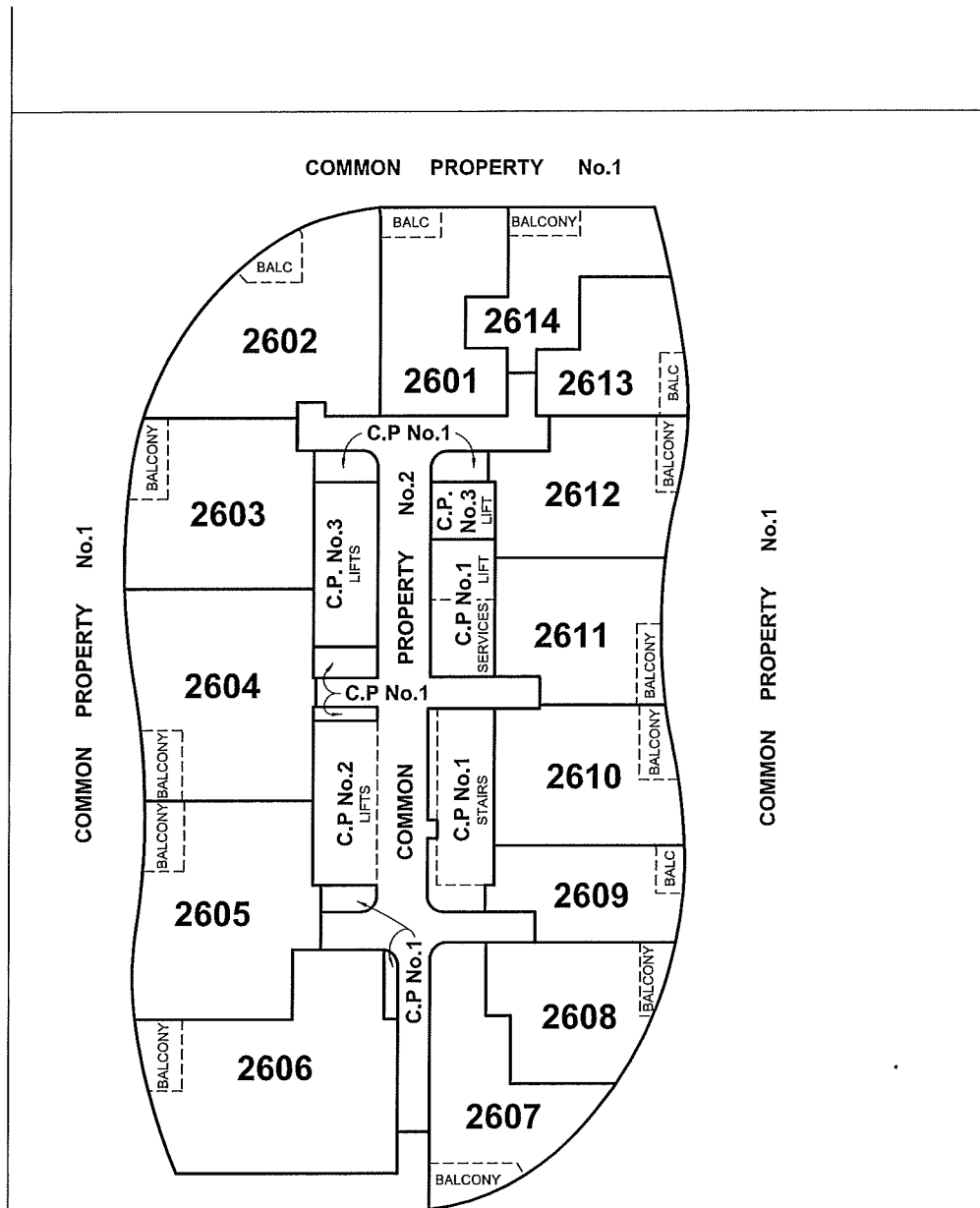
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LEVEL TWENTY SIX**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET

DIGITALLY SIGNED BY LICENSED SURVEYOR

REF: 22177

VERSION: A

SHEET 32

DATE: 08/04/14

173P32A.DGN

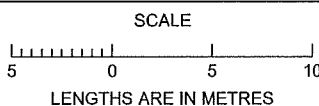
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1:250 SIZE
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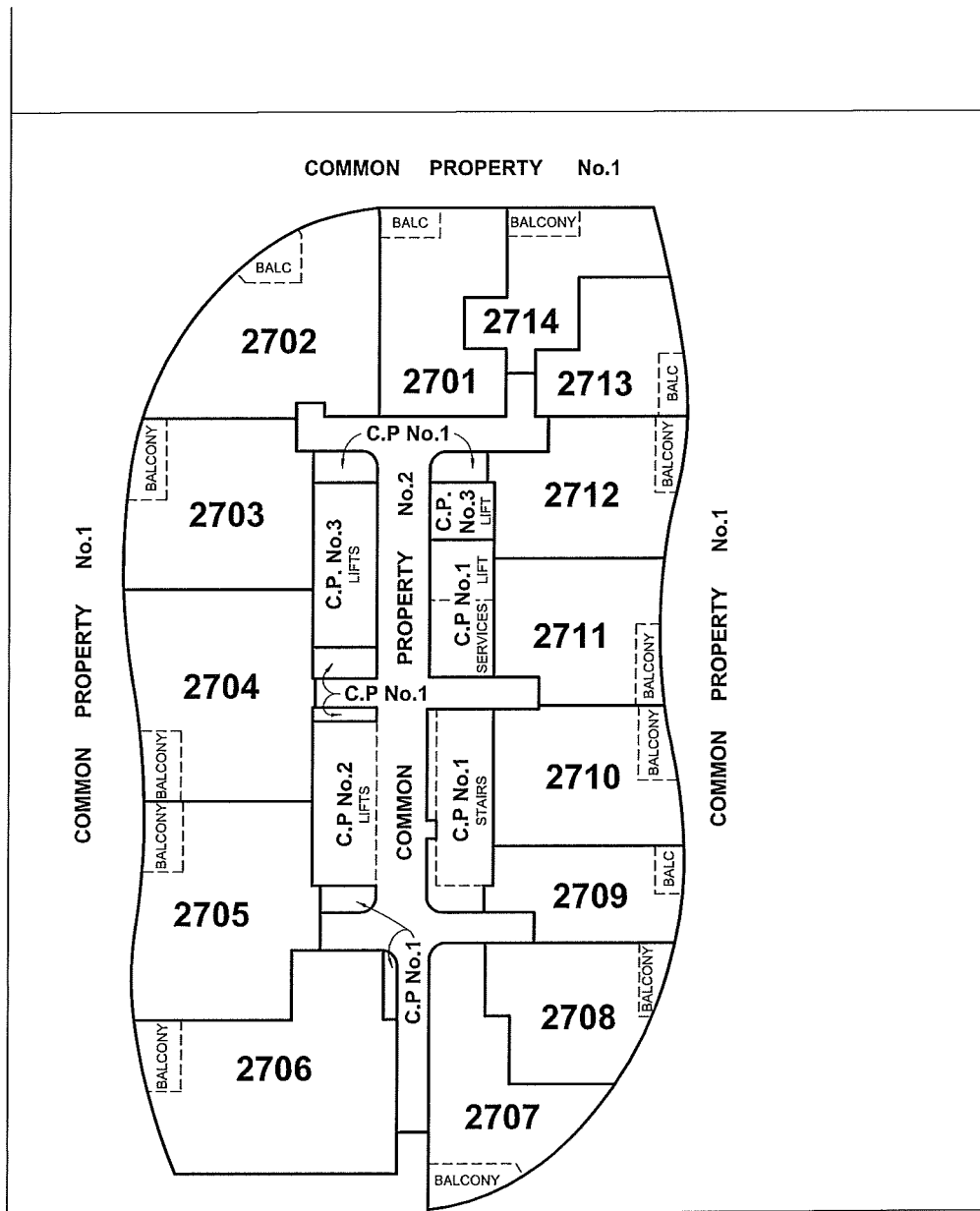
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LEVEL TWENTY SEVEN**

SUBDIVISION ACT 1988

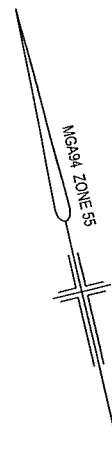
PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET



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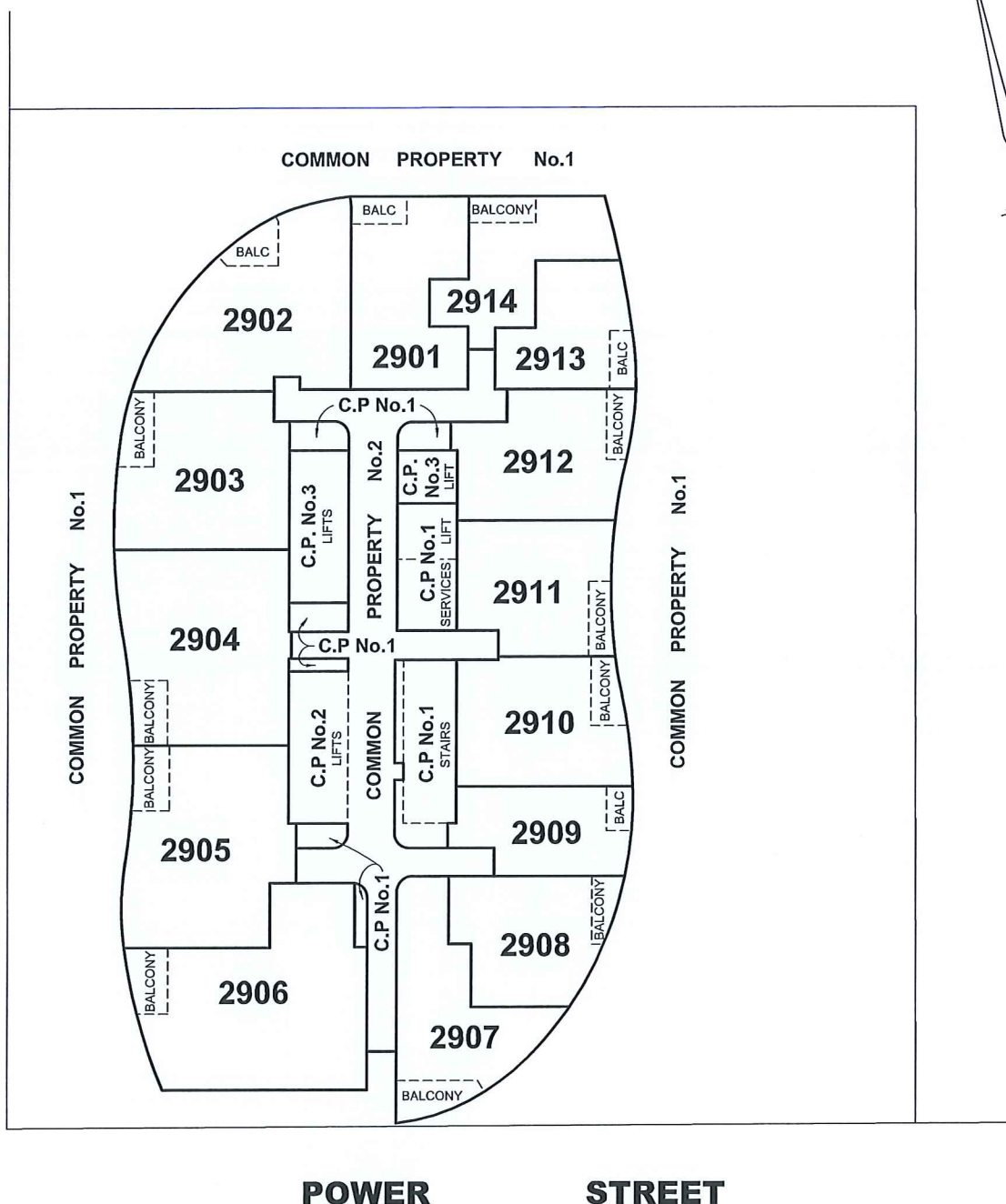
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PLAN NUMBER

PLAN OF SUBDIVISION



MG94 ZONE 53

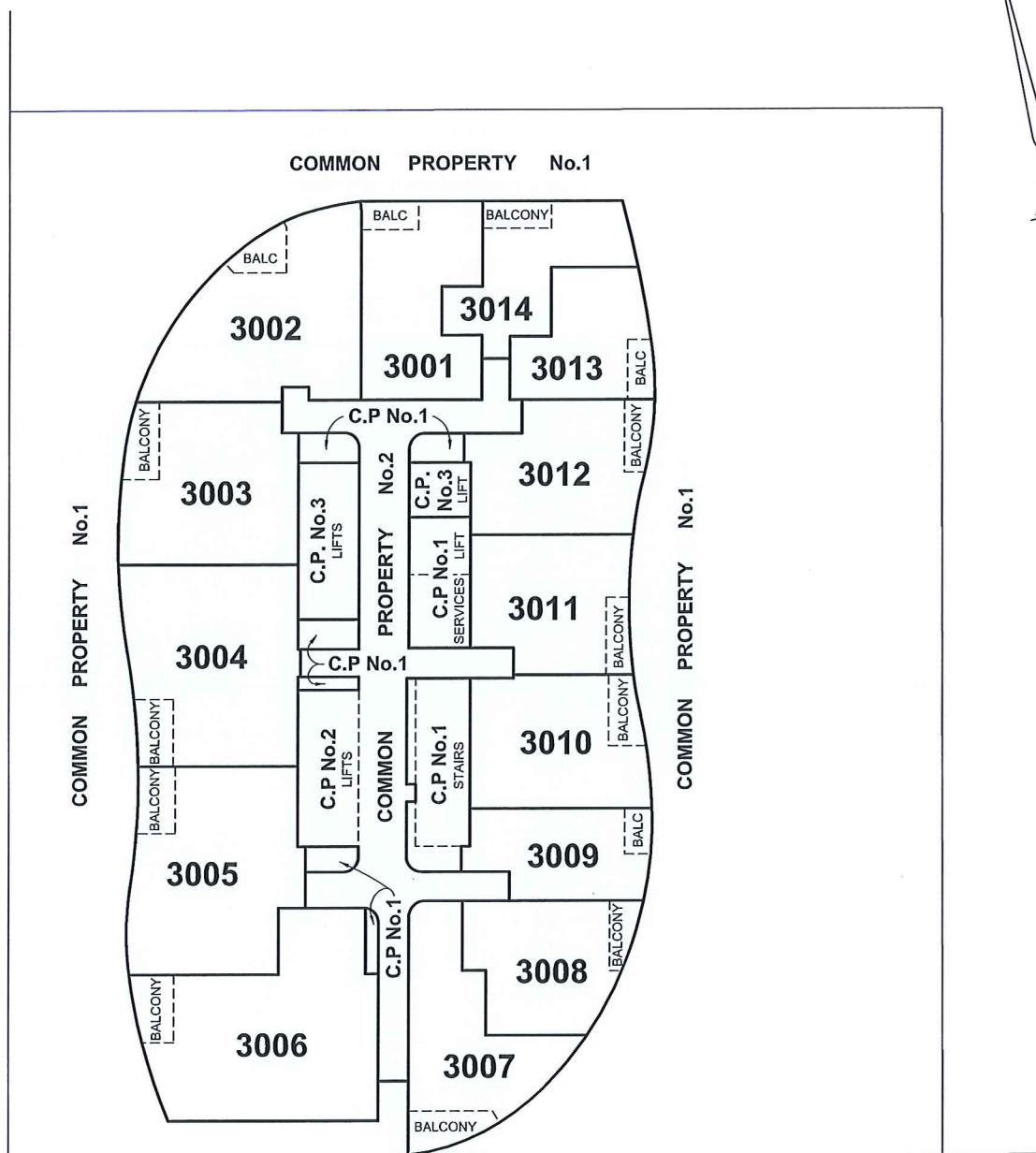
**DIAGRAM 35
LEVEL THIRTY**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



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STREET

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SCALE
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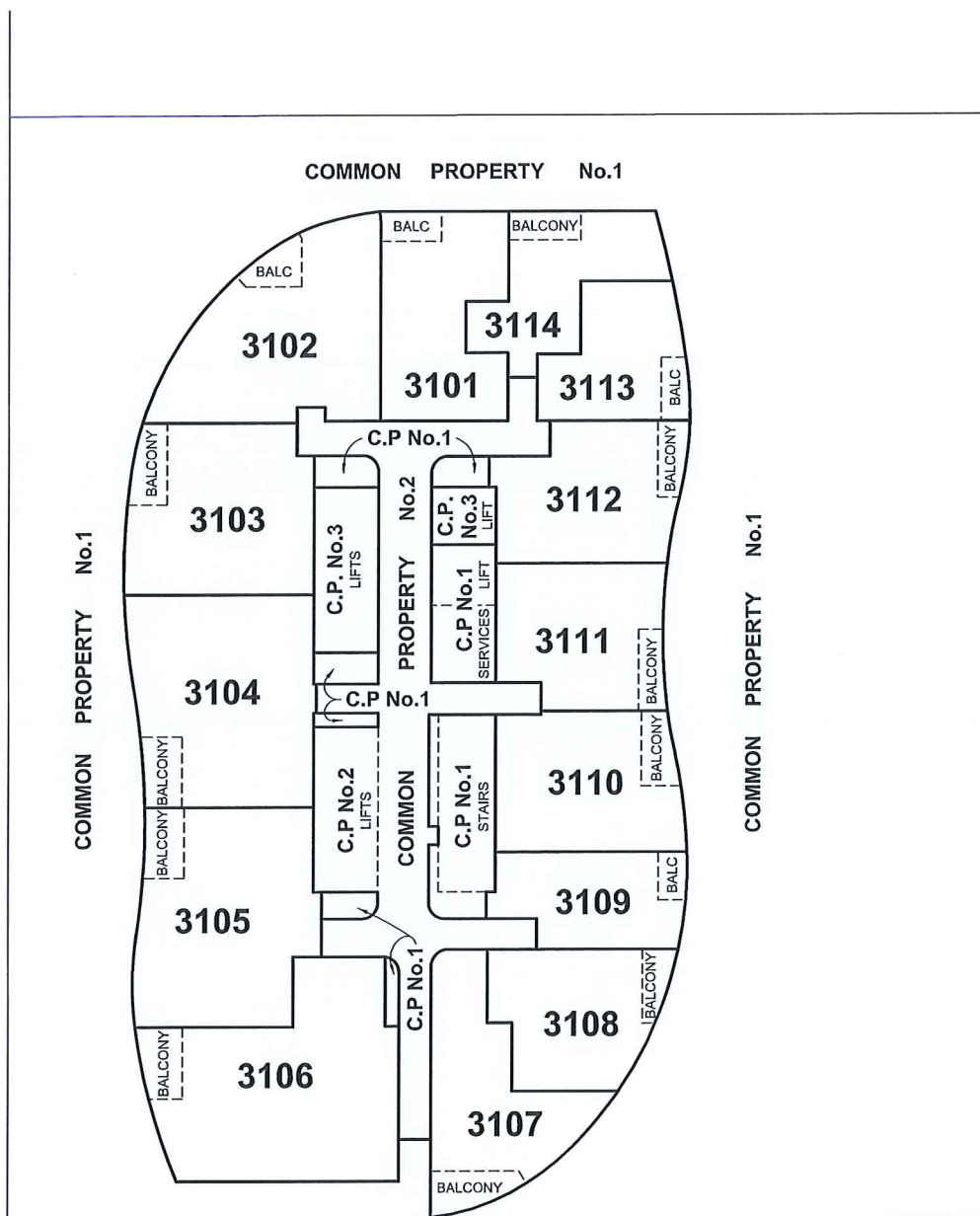
**DIAGRAM 36
LEVEL THIRTY ONE**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET

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SHEET 37

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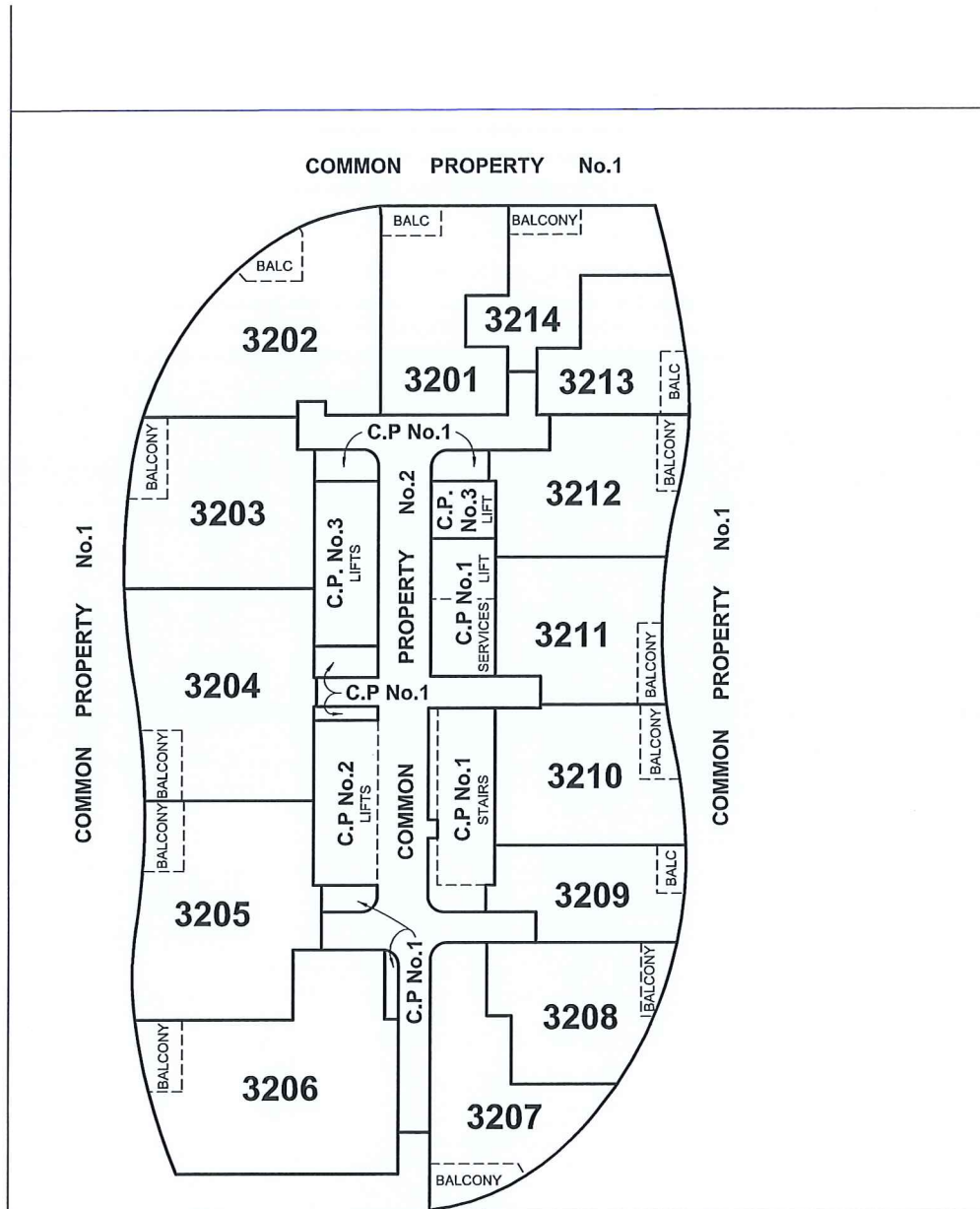
**DIAGRAM 37
LEVEL THIRTY TWO**

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

QUEENS BRIDGE STREET



POWER STREET

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VERSION: **A**

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DATE: 08/04/14

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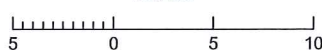


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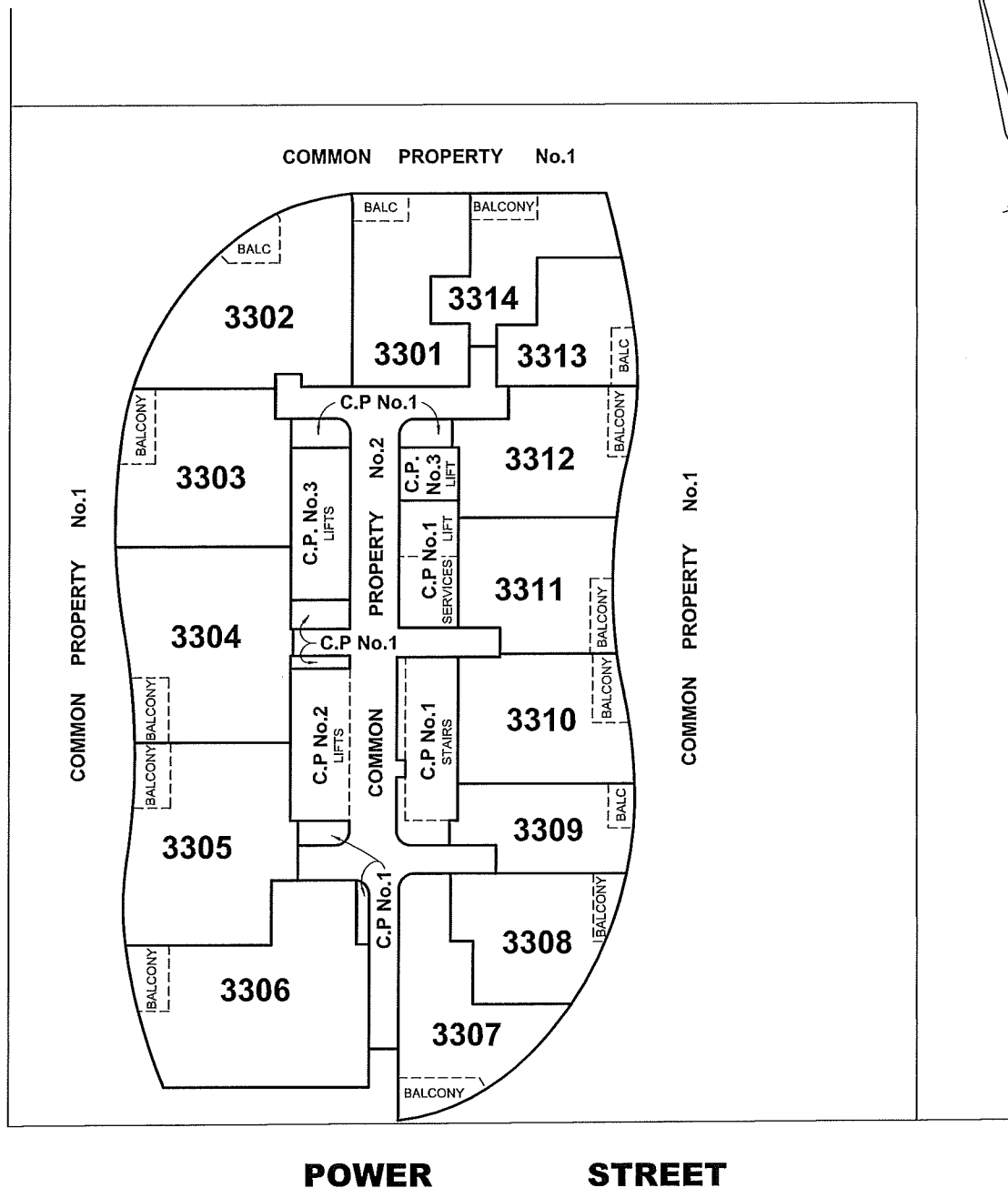
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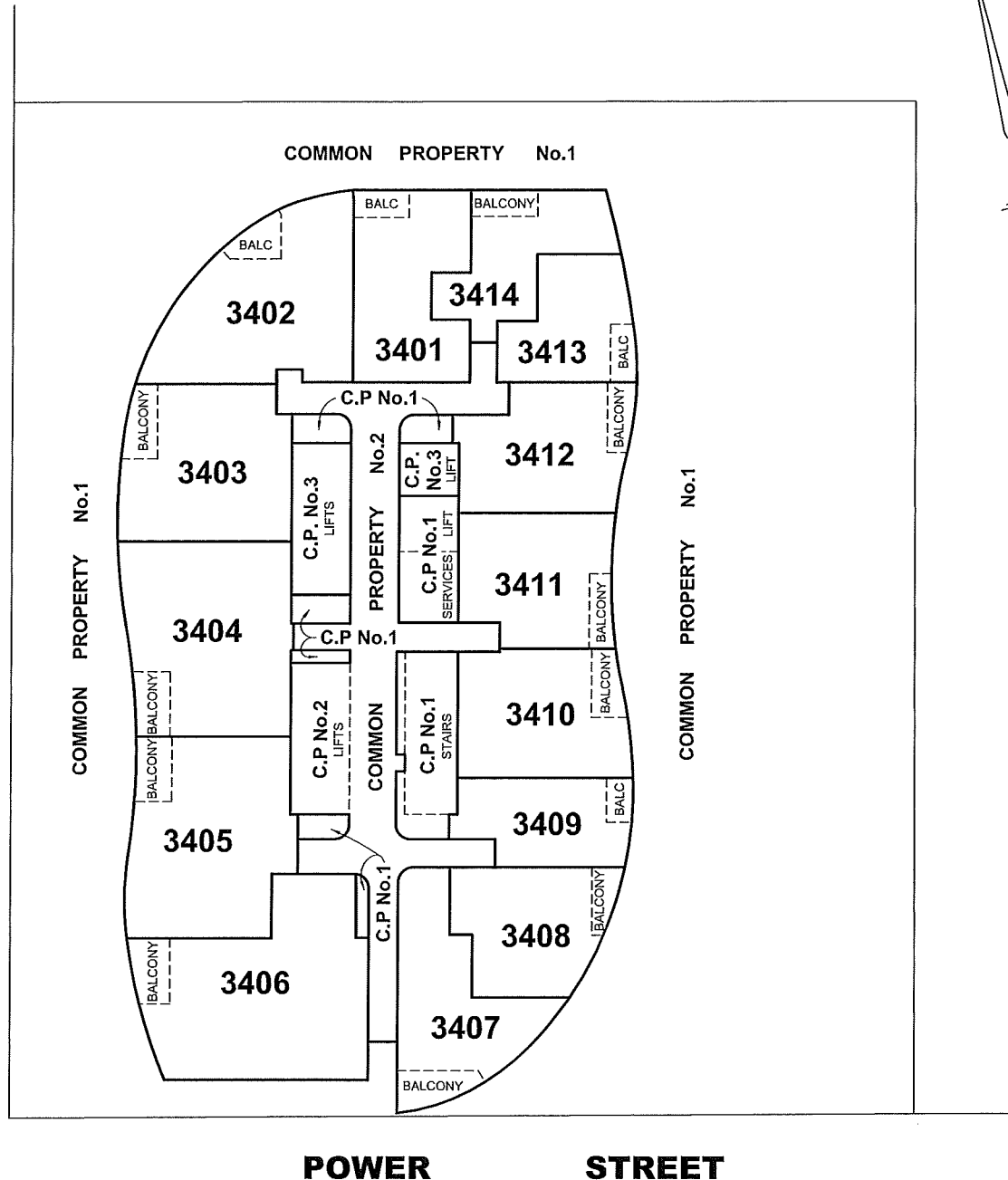


MG94 ZONE 55

DIAGRAM 39 LEVEL THIRTY FOUR

PLAN OF SUBDIVISION

QUEENS BRIDGE STREET



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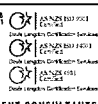
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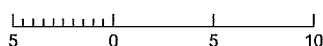


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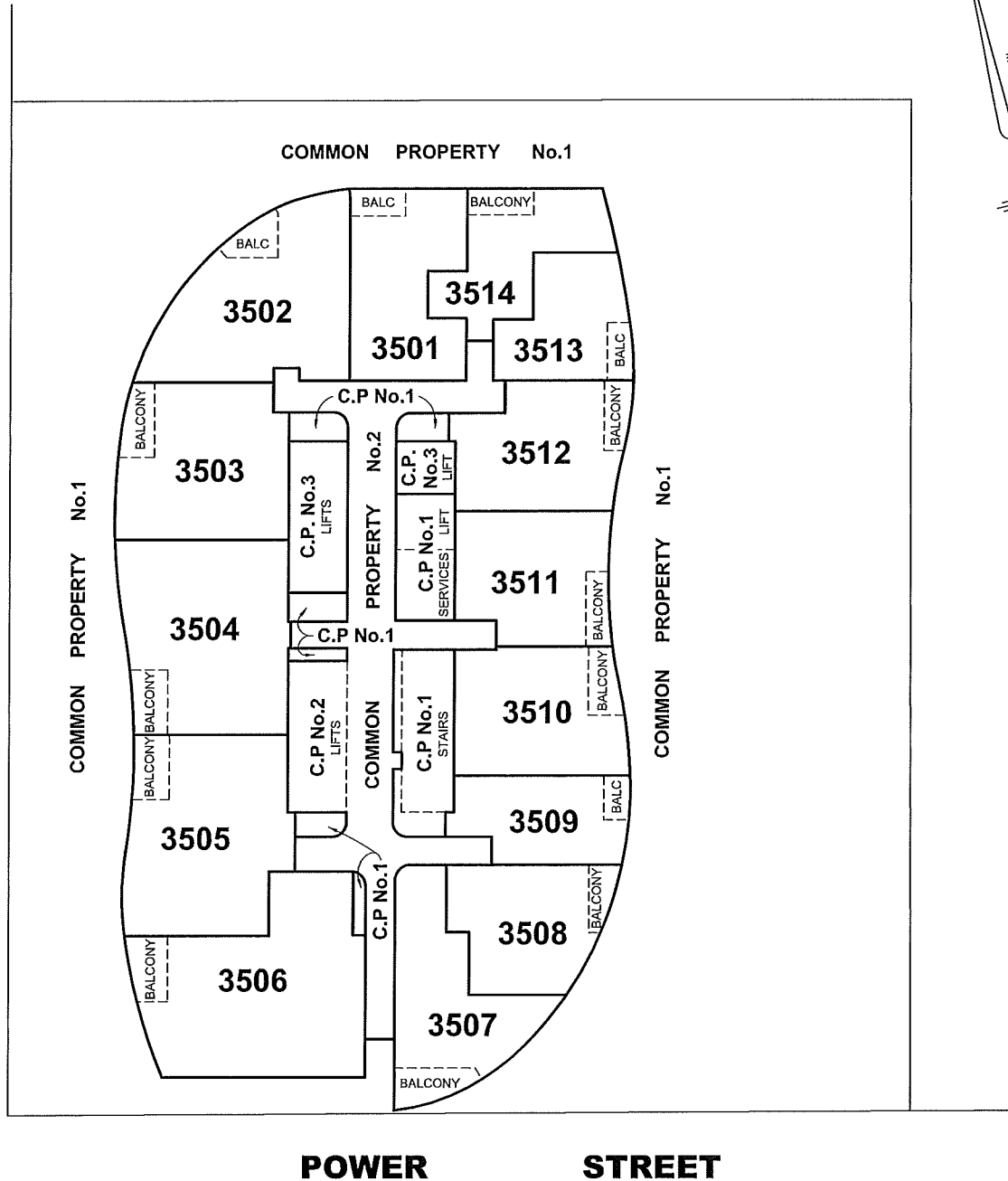
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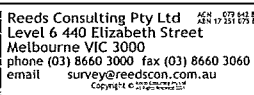


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SHEET 41

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 AACSB
 Double Language Certification Track

LENGTHS ARE IN METRES

SCALE	SHEET
1:250	SIZE
	A3

**DIAGRAM 41
LEVEL THIRTY SIX**

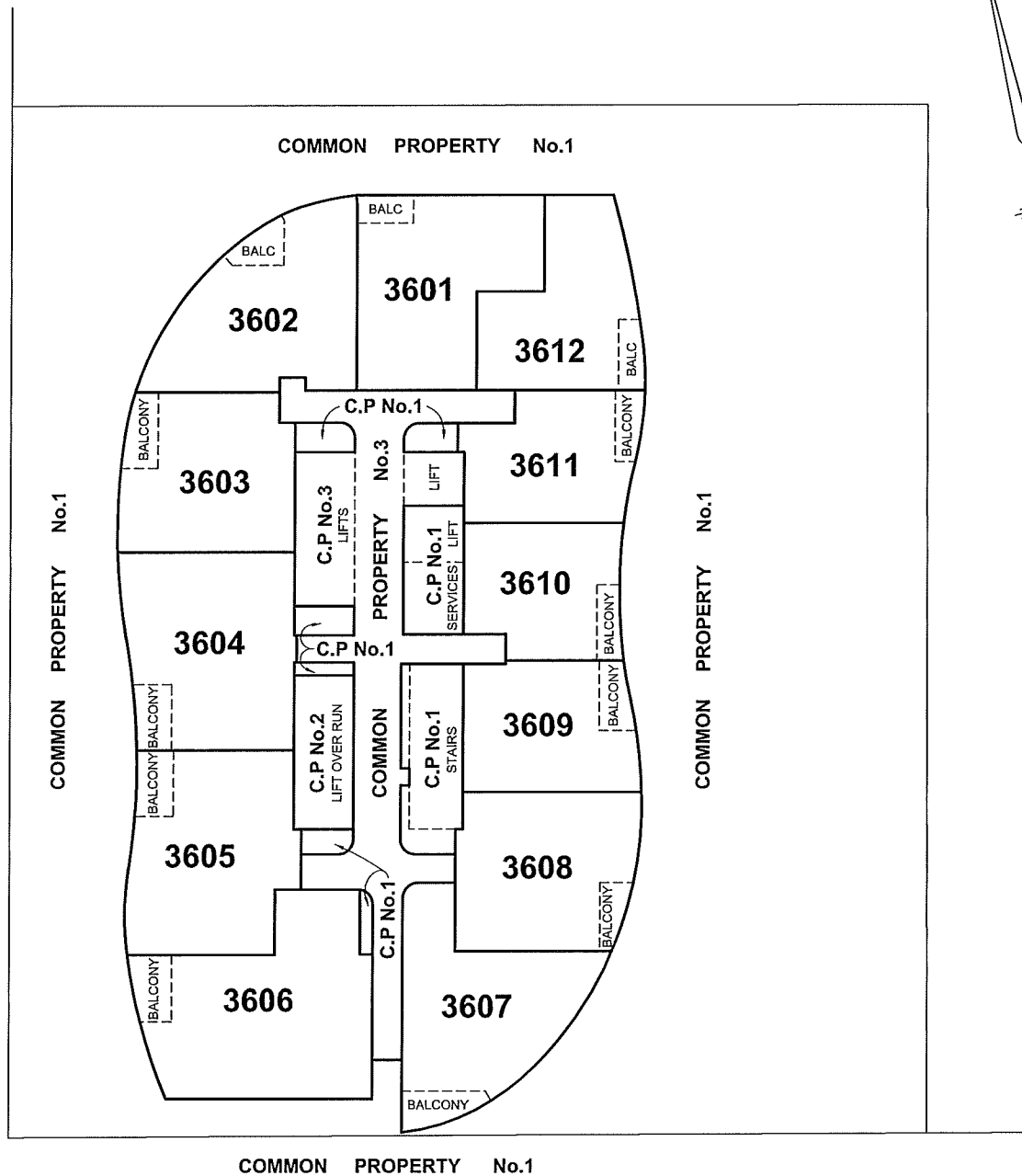
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

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REF: **22177**

VERSION: **A**

SHEET 42

DATE: 08/04/14

173P42A.DGN

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SPEAR REF :

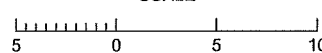


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SCALE



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ORIGINAL

SCALE SHEET
SIZE
1:250 A3

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**DIAGRAM 43
LEVEL THIRTY EIGHT**

SUBDIVISION ACT 1988

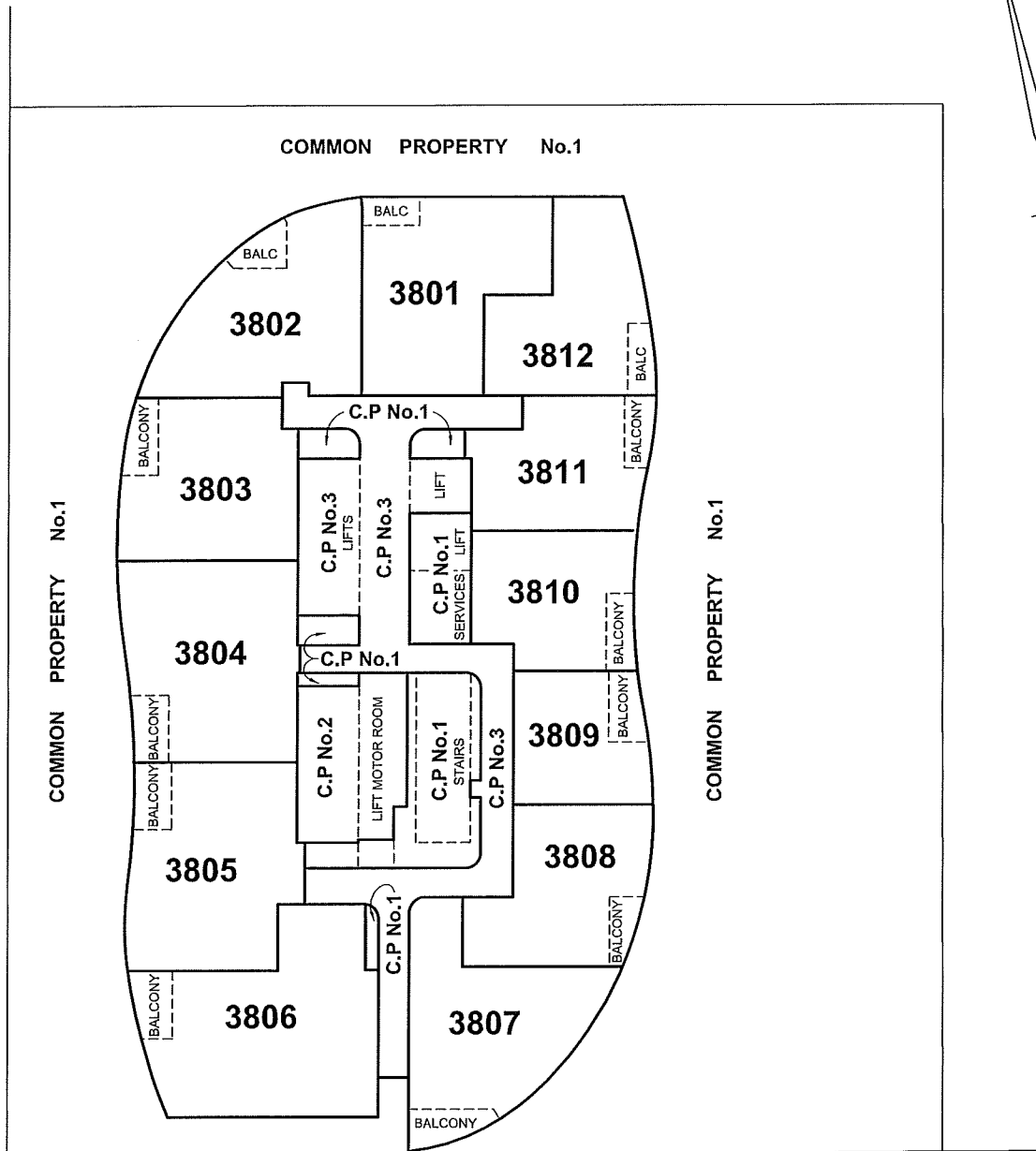
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QUEENS BRIDGE STREET



POWER STREET

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REF: **22177**

VERSION: **A**

SHEET **44**

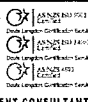
DATE: 08/04/14

173P44A.DGN

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SCALE

5 0 5 10

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ORIGINAL
SCALE
1:250
SHEET
SIZE
A3

REF :
SPEAR REF :

**DIAGRAM 44
LEVEL THIRTY NINE**

SUBDIVISION ACT 1988

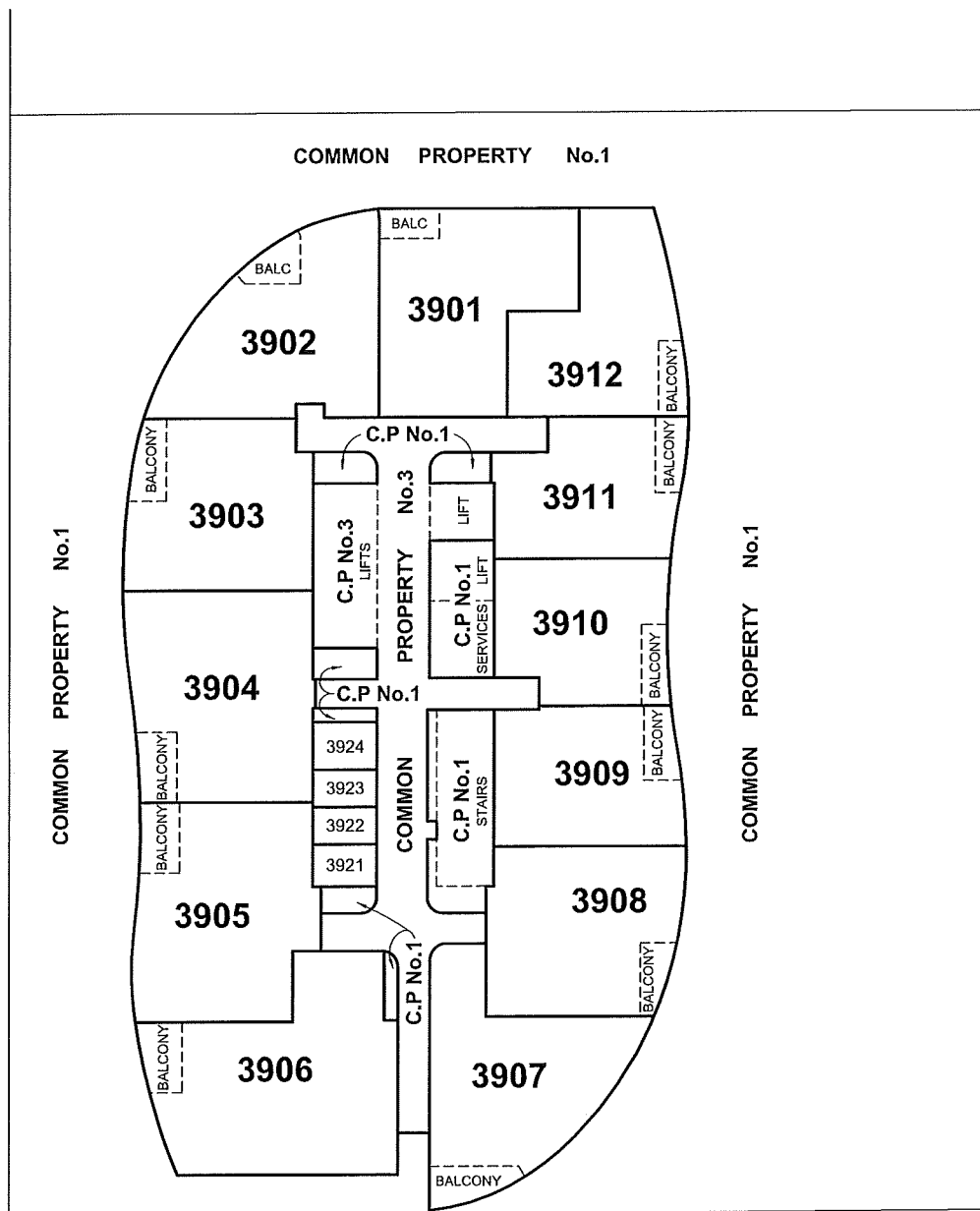
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REF: **22177**

VERSION: **A**

SHEET 45

DATE: 08/04/14

173P45A.DGN

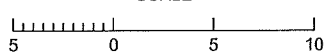
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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:250	A3

REF :
SPEAR REF :

DIAGRAM 45 LEVEL FOURTY

SUBDIVISION ACT 1988

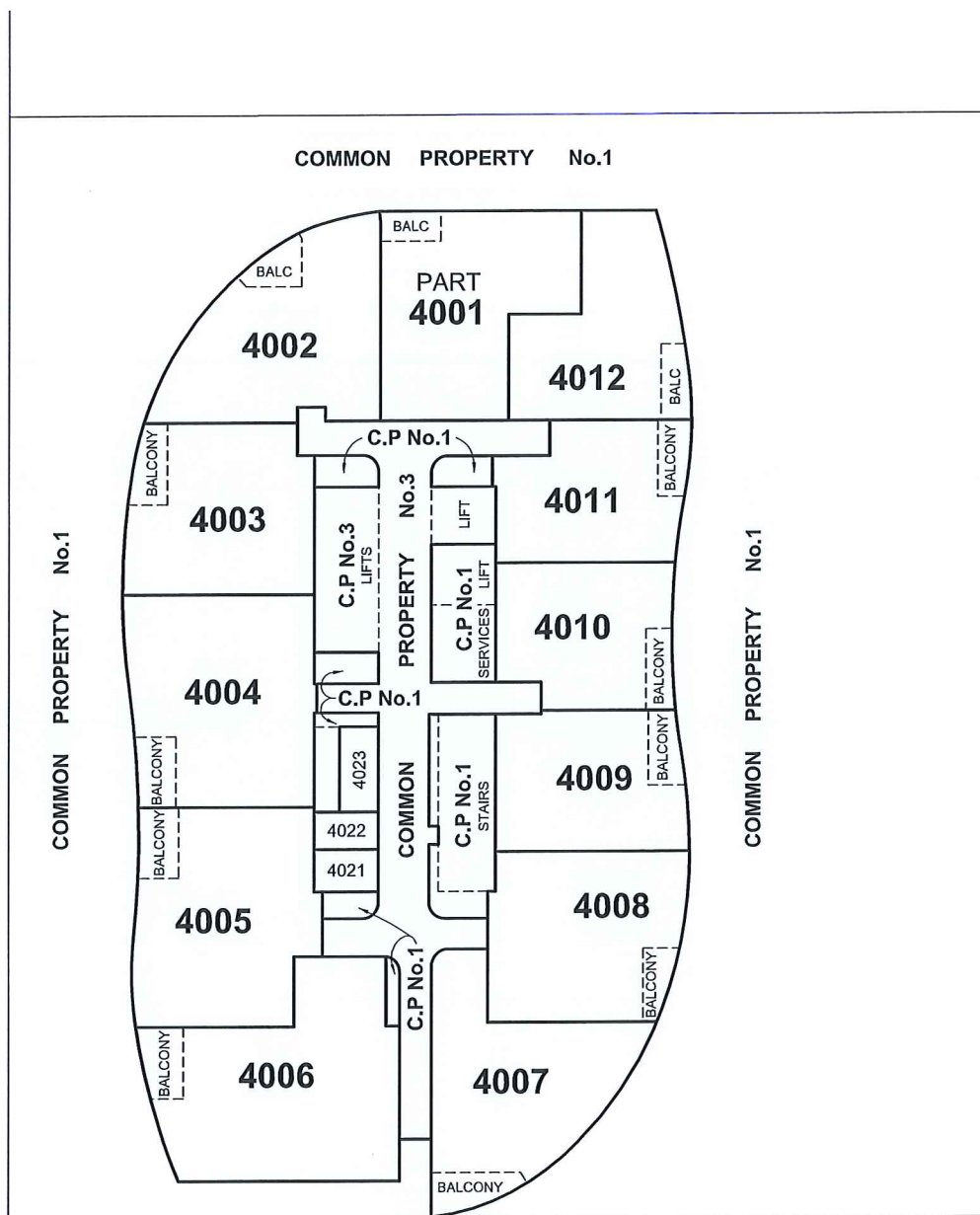
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POWER STREET

STREET

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REF: 22177

VERSION: A

SHEET 46

DATE: 08/04/14

173P46A.DGN

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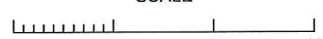


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SCALE



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ORIGINAL

SCALE SHEET
SIZE
1:250 A3

REF :
SPEAR REF :

REF :
SPEAR REF :

**DIAGRAM 48
LEVEL FOURTY THREE**

SUBDIVISION ACT 1988

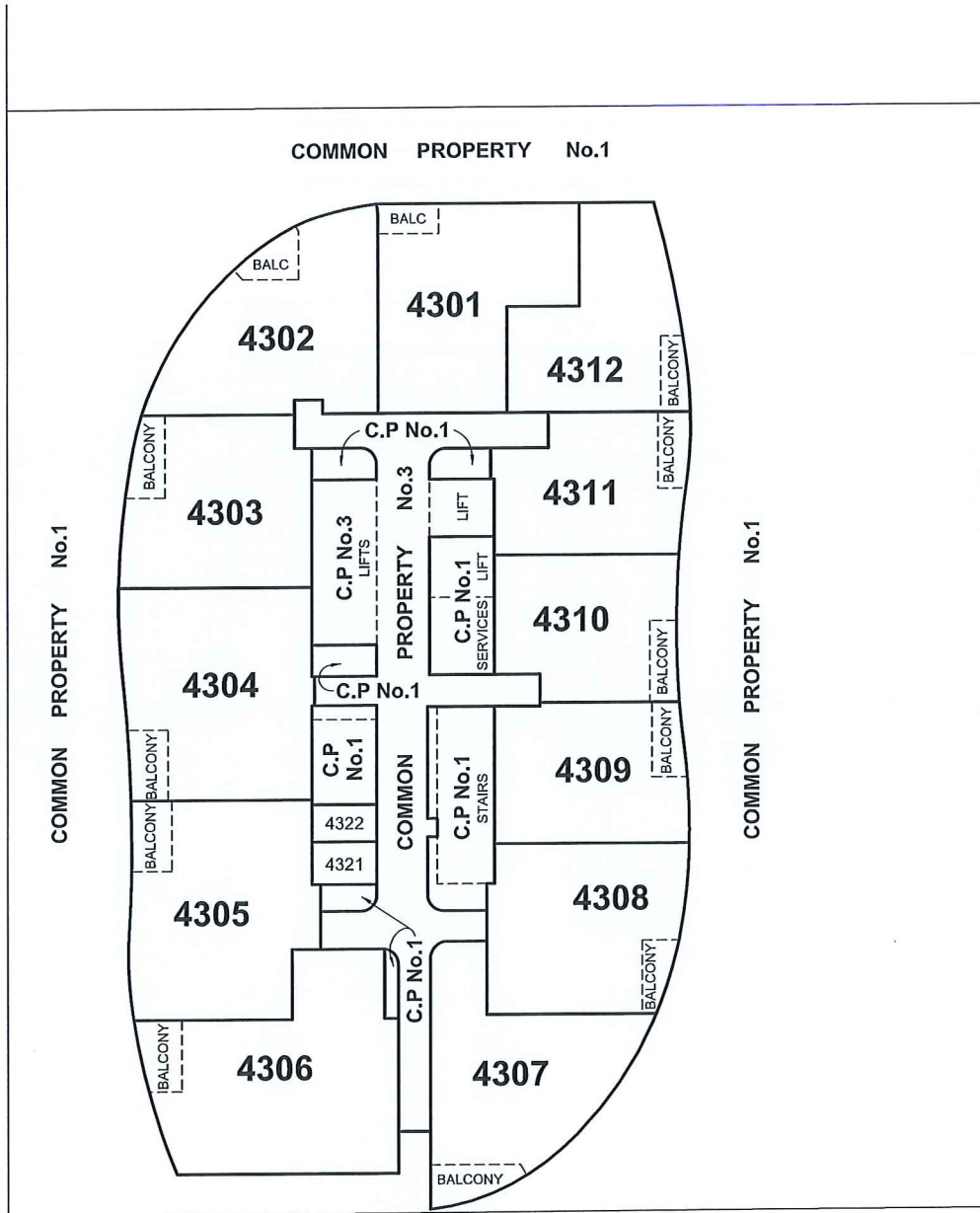
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QUEENS BRIDGE STREET



NGA94 ZONE 55

POWER STREET

STREET

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REF: **22177**

VERSION: **A**

SHEET 49

DATE: 08/04/14

173P49A.DGN

COUNCIL NAME :

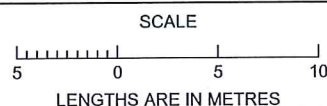
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ORIGINAL
SCALE SHEET
1:250 SIZE
A3

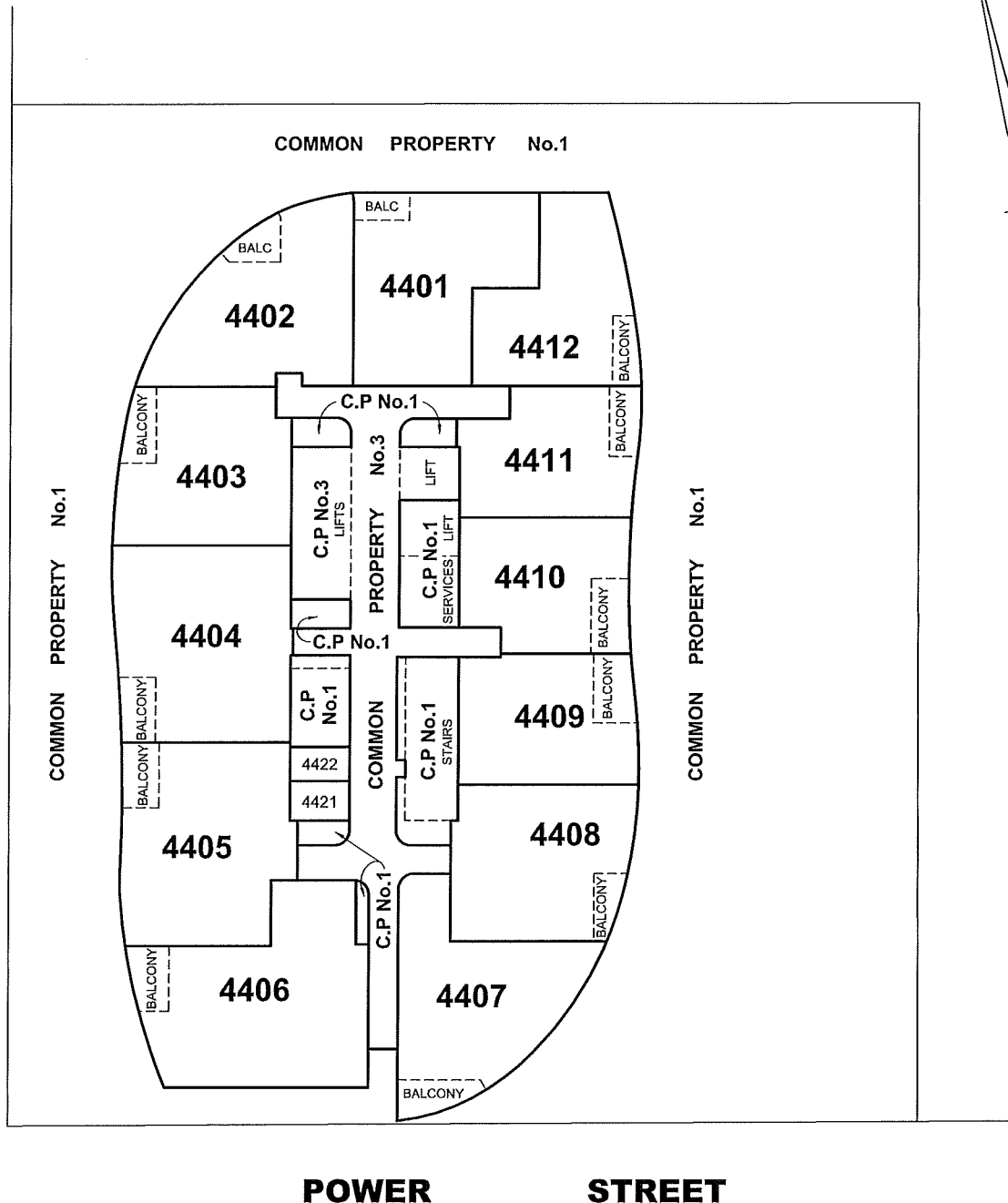
DIAGRAM 49 LEVEL FOURTY FOUR

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SHEET 50

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5 0 5 10

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ORIGINAL

SCALE
1:250

SHEET
SIZE
A3

REF :
SPEAR REF :

**DIAGRAM 50
LEVEL FOURTY FIVE**

SUBDIVISION ACT 1988

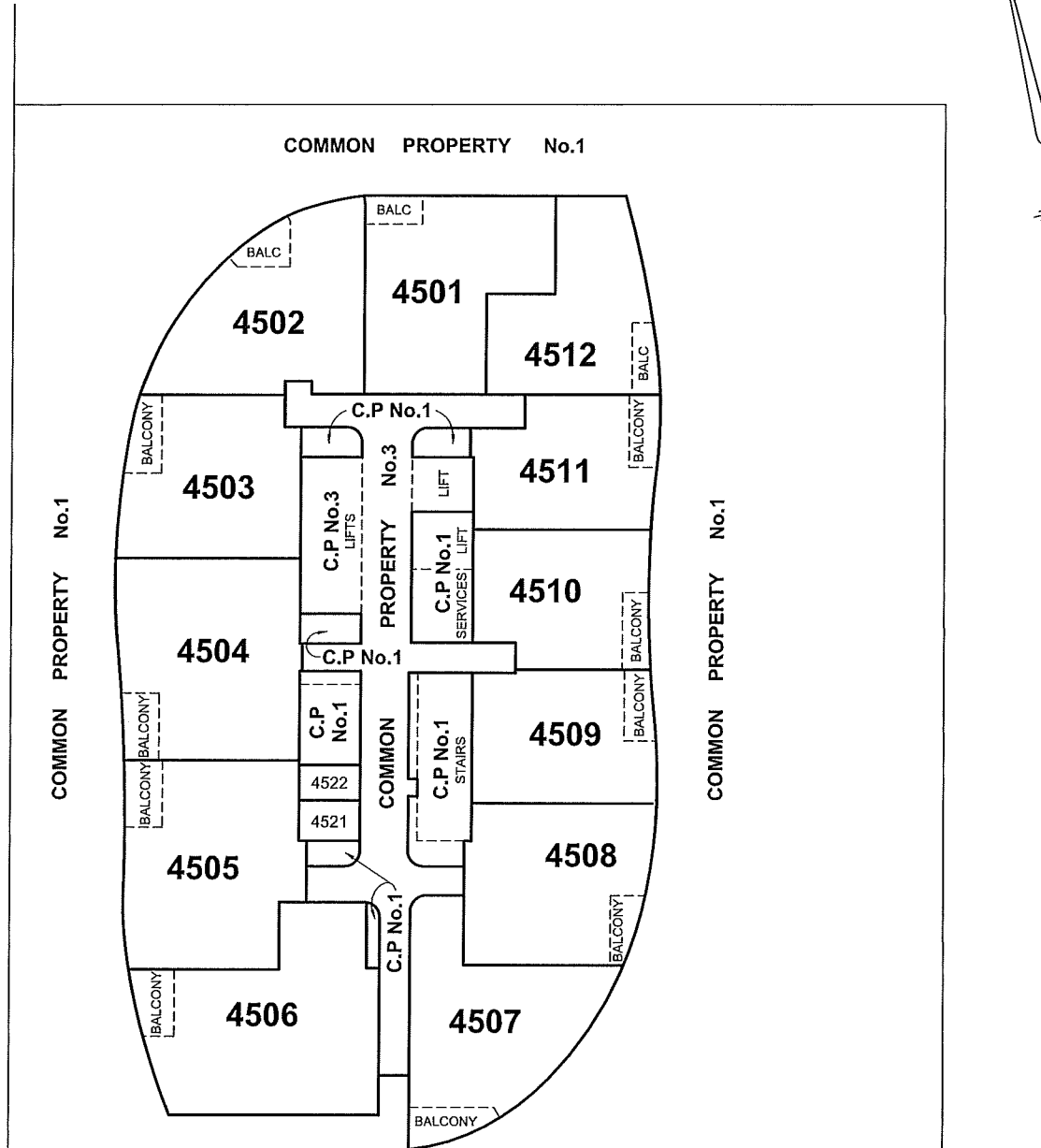
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POWER STREET

STREET

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REF: **22177**

VERSION: **A**

SHEET 51

DATE: 08/04/14

173P51A.DGN

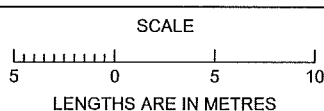
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SCALE SHEET
1:250 SIZE
A3

REF :
SPEAR REF :

**DIAGRAM 51
LEVEL FOURTY SIX**

SUBDIVISION ACT 1988

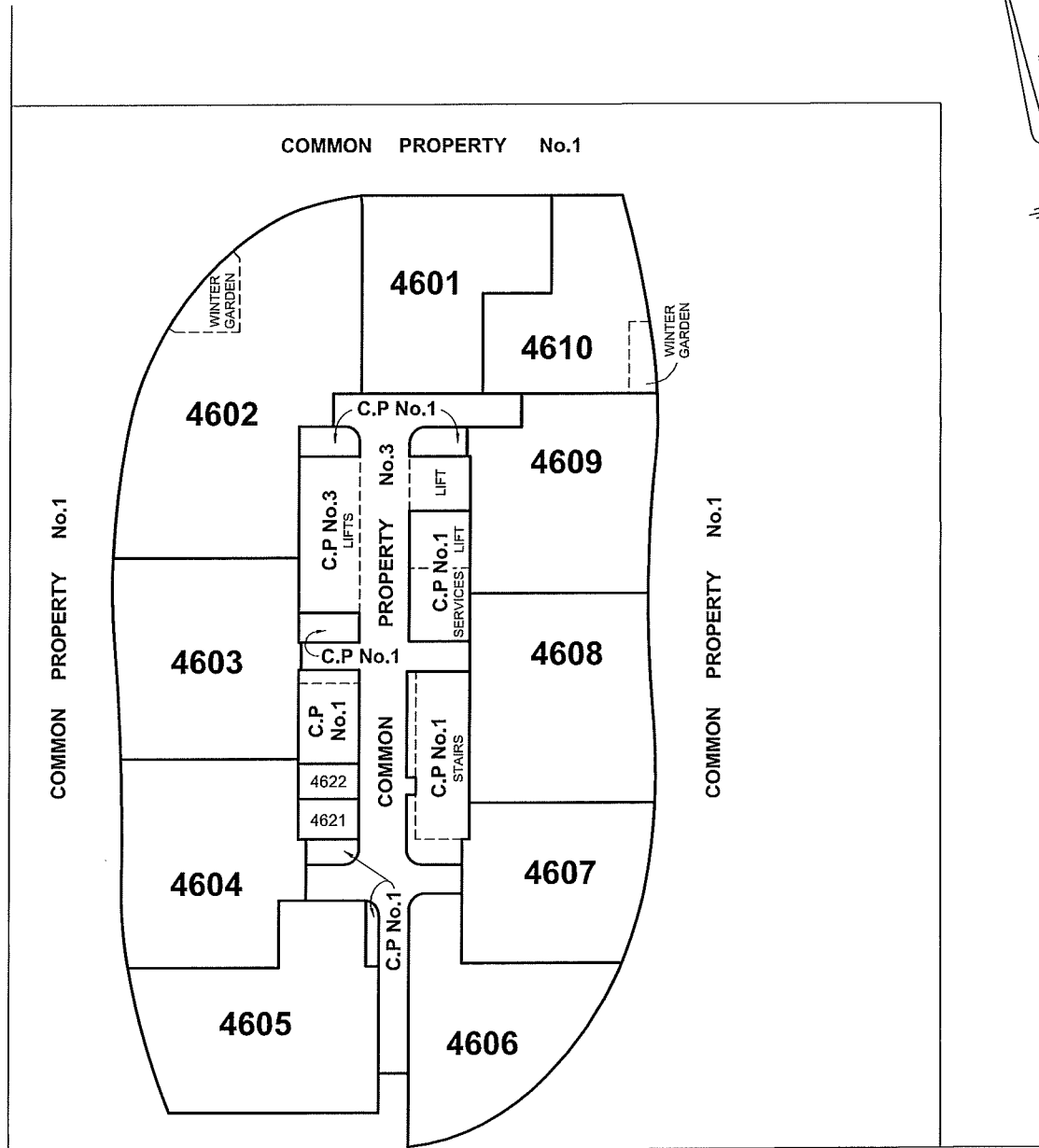
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SHEET **52**

DATE: 08/04/14

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SCALE



ORIGINAL

SCALE SHEET
SIZE
1:250 A3

**DIAGRAM 52
LEVEL FOURTY SEVEN**

SUBDIVISION ACT 1988

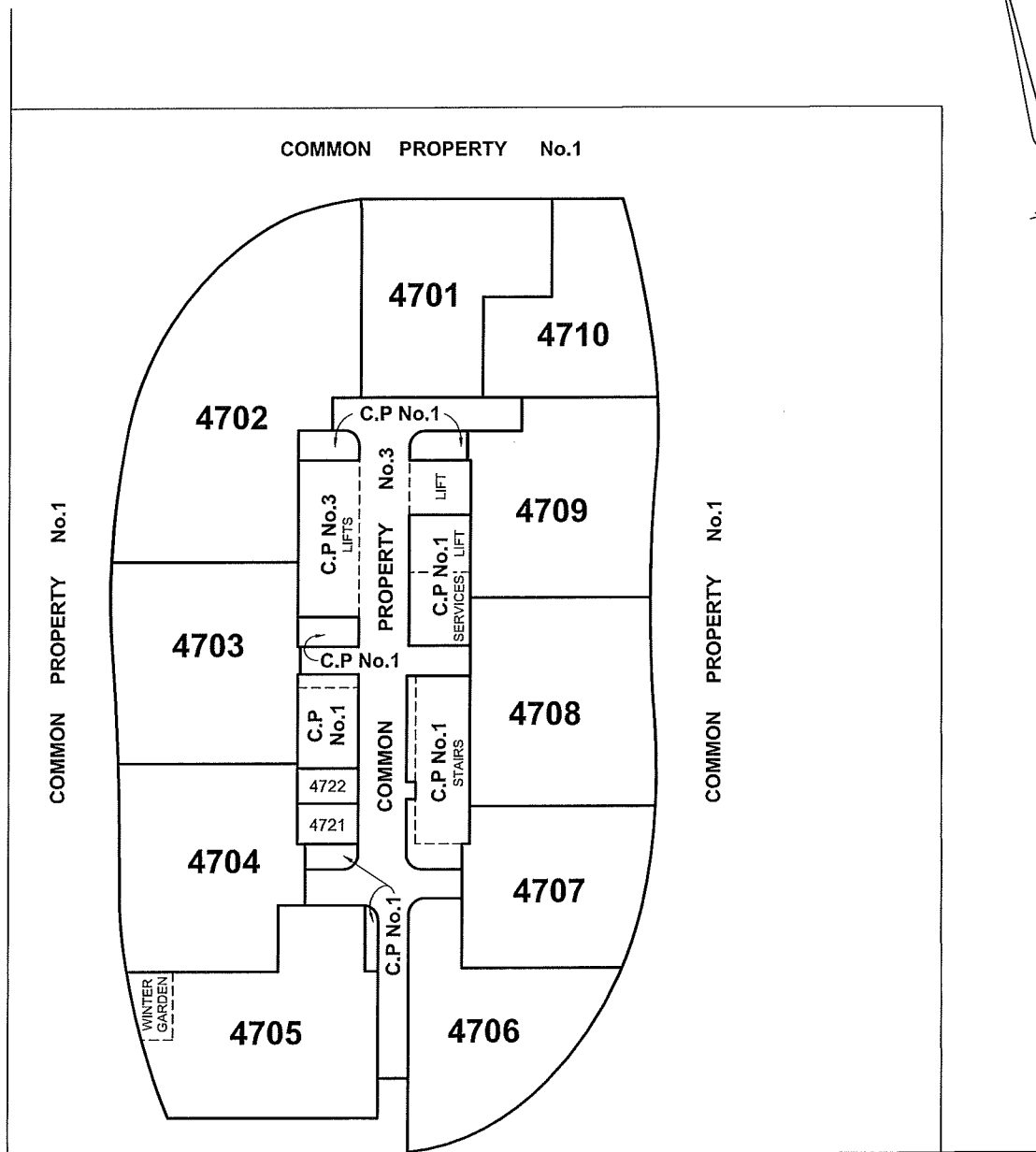
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SHEET 53

DATE: 08/04/14

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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
1:250 A3

REF :
SPEAR REF :

**DIAGRAM 53
LEVEL FOURTY EIGHT**

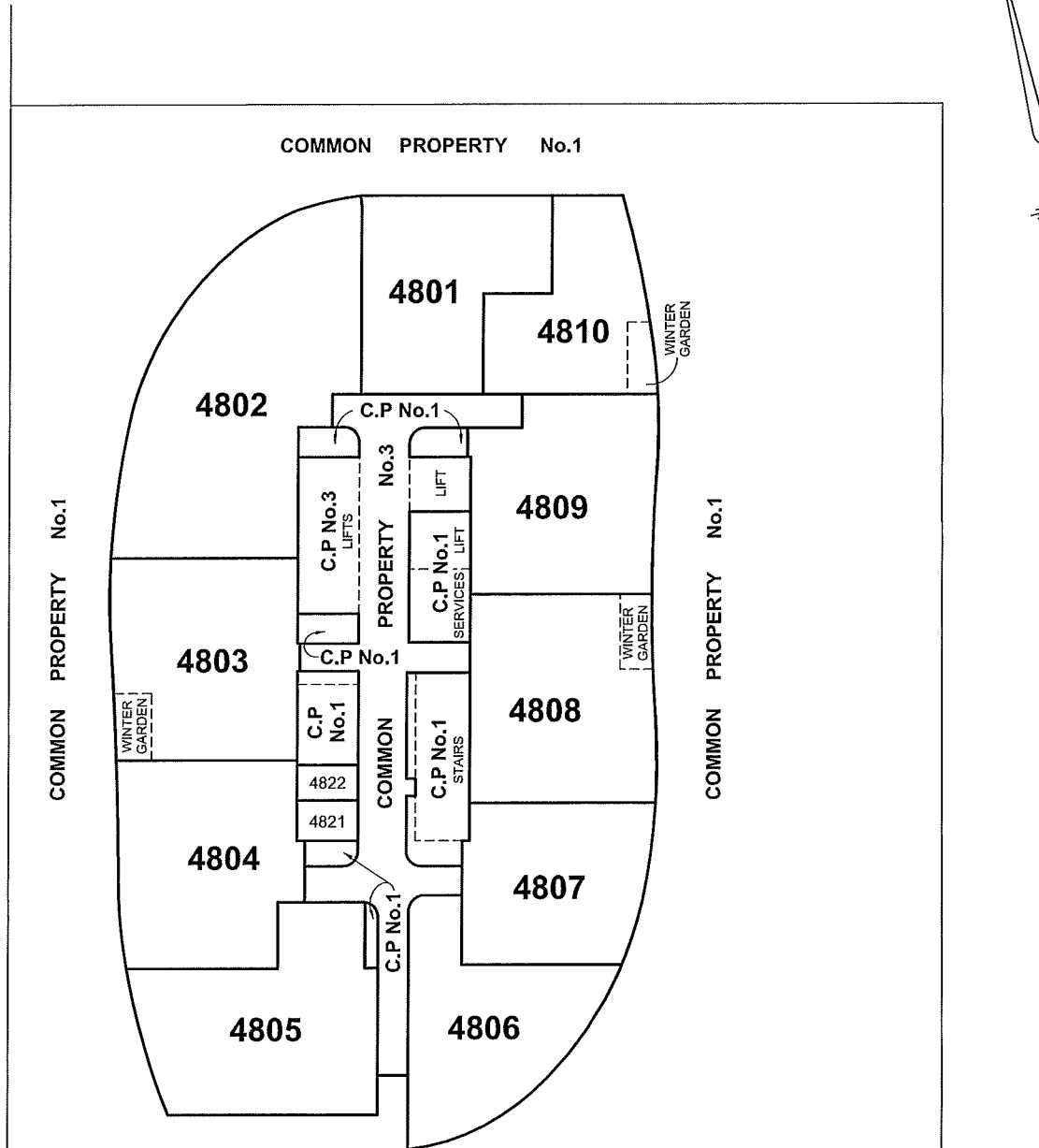
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REF: 22177

VERSION: A

SHEET 54

DATE: 08/04/14

173P54A.DGN

COUNCIL NAME :
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REF :
SPEAR REF :

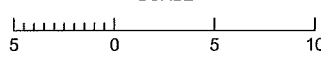


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SCALE



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ORIGINAL

SCALE **SHEET**
SIZE
1:250 A3

**DIAGRAM 54
LEVEL FOURTY NINE**

SUBDIVISION ACT 1988

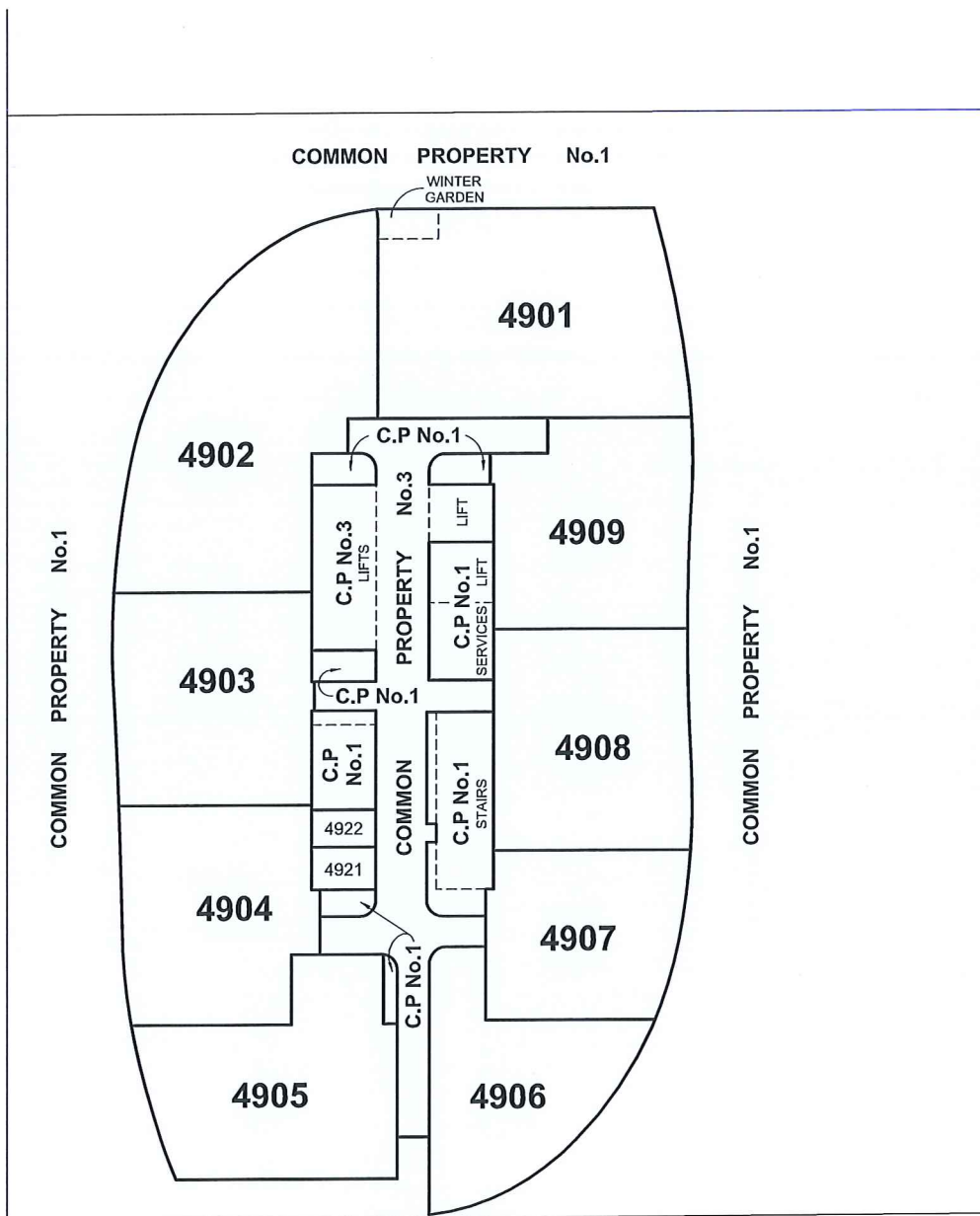
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MCA94 ZONE 55

POWER STREET

STREET

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SHEET 55

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ORIGINAL

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1:250 SIZE
A3

REF :
SPEAR REF :

**DIAGRAM 55
LEVEL FIFTY**

SUBDIVISION ACT 1988

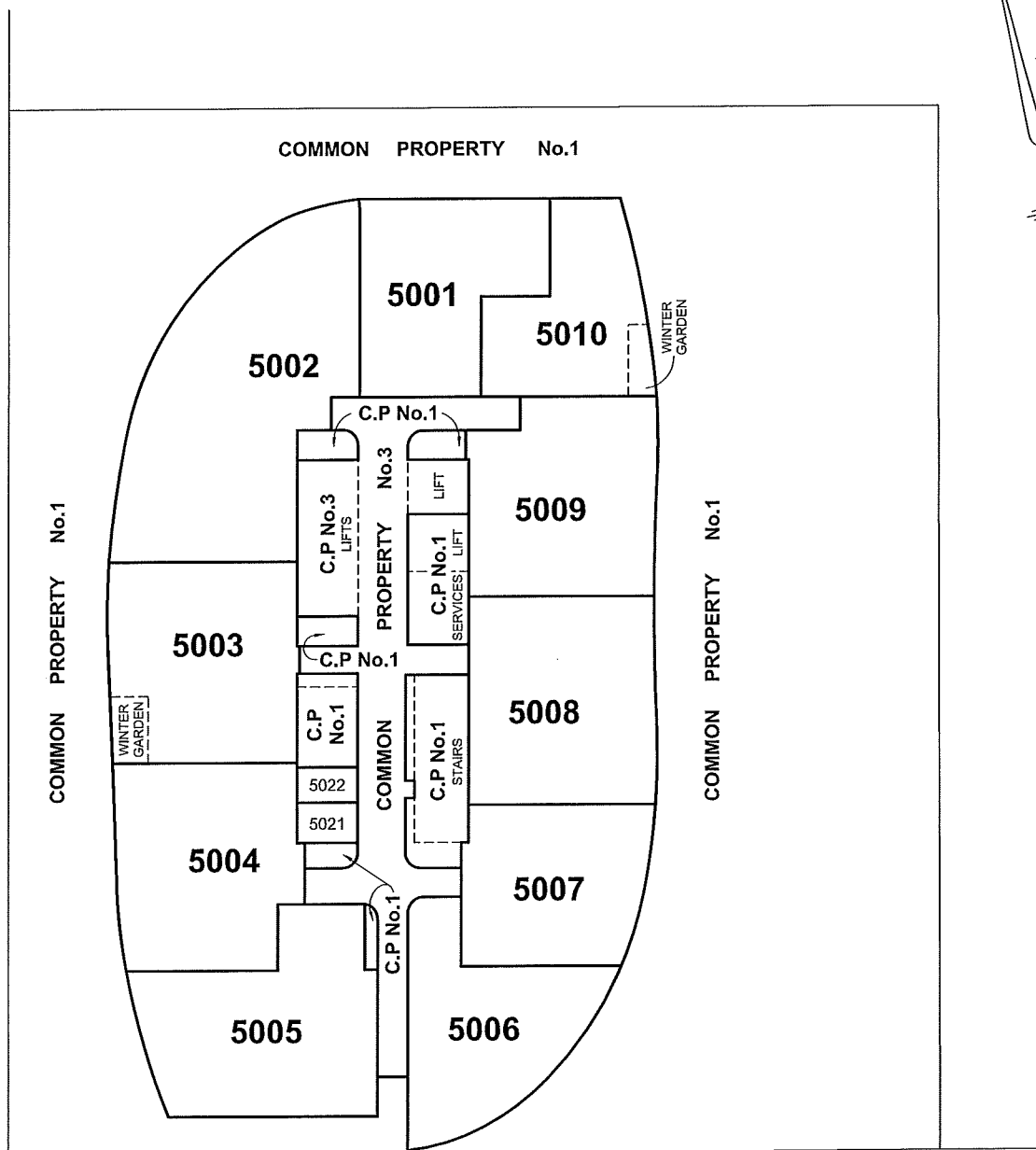
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POWER STREET

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SHEET **56**

DATE: 08/04/14

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SCALE



LENGTHS ARE IN METRES

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SCALE
1:250

SHEET
SIZE
A3

**DIAGRAM 56
LEVEL FIFTY ONE**

SUBDIVISION ACT 1988

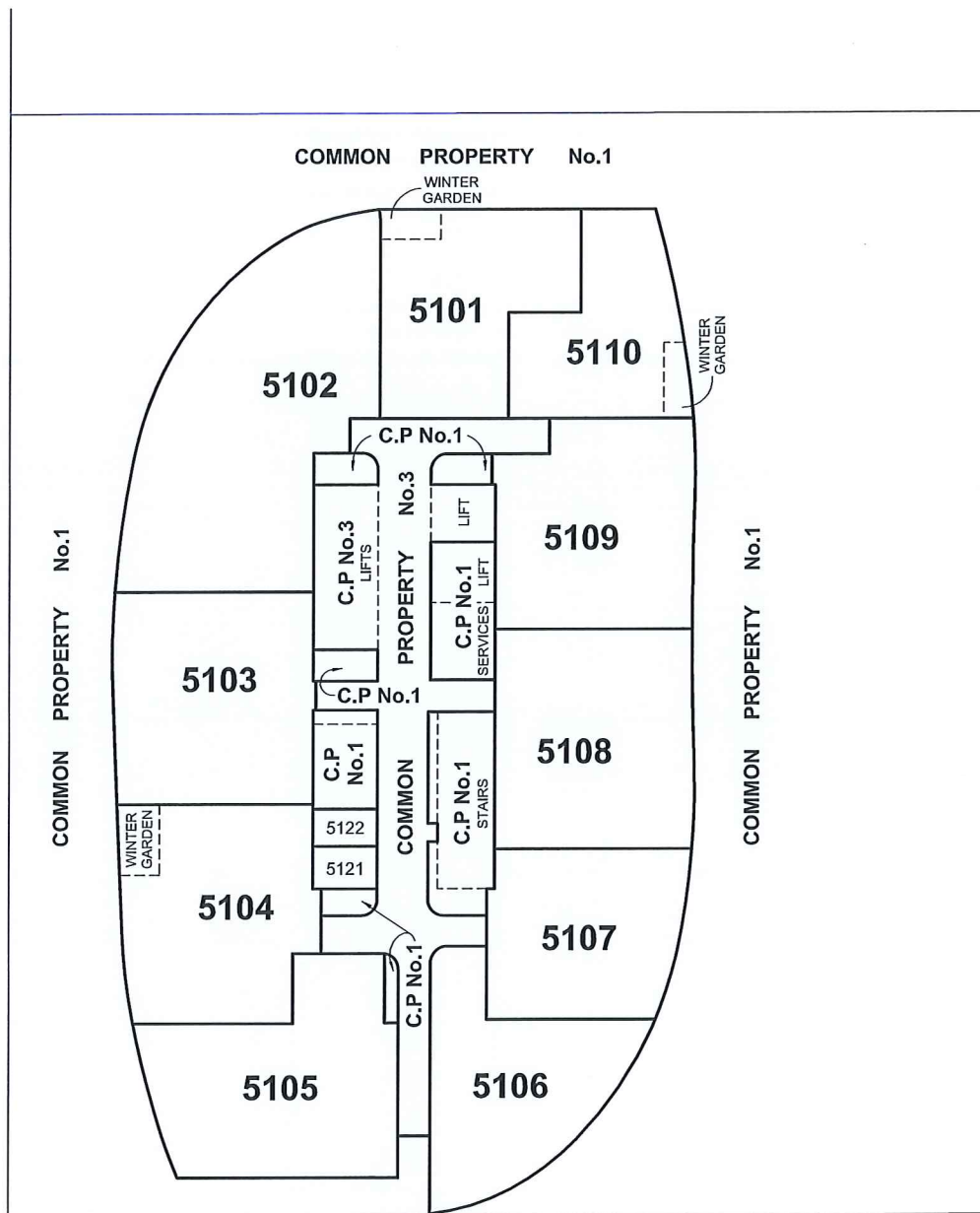
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SHEET **57**

DATE: 08/04/14

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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE
1:250
SHEET
SIZE
A3

**DIAGRAM 57
LEVEL FIFTY TWO**

SUBDIVISION ACT 1988

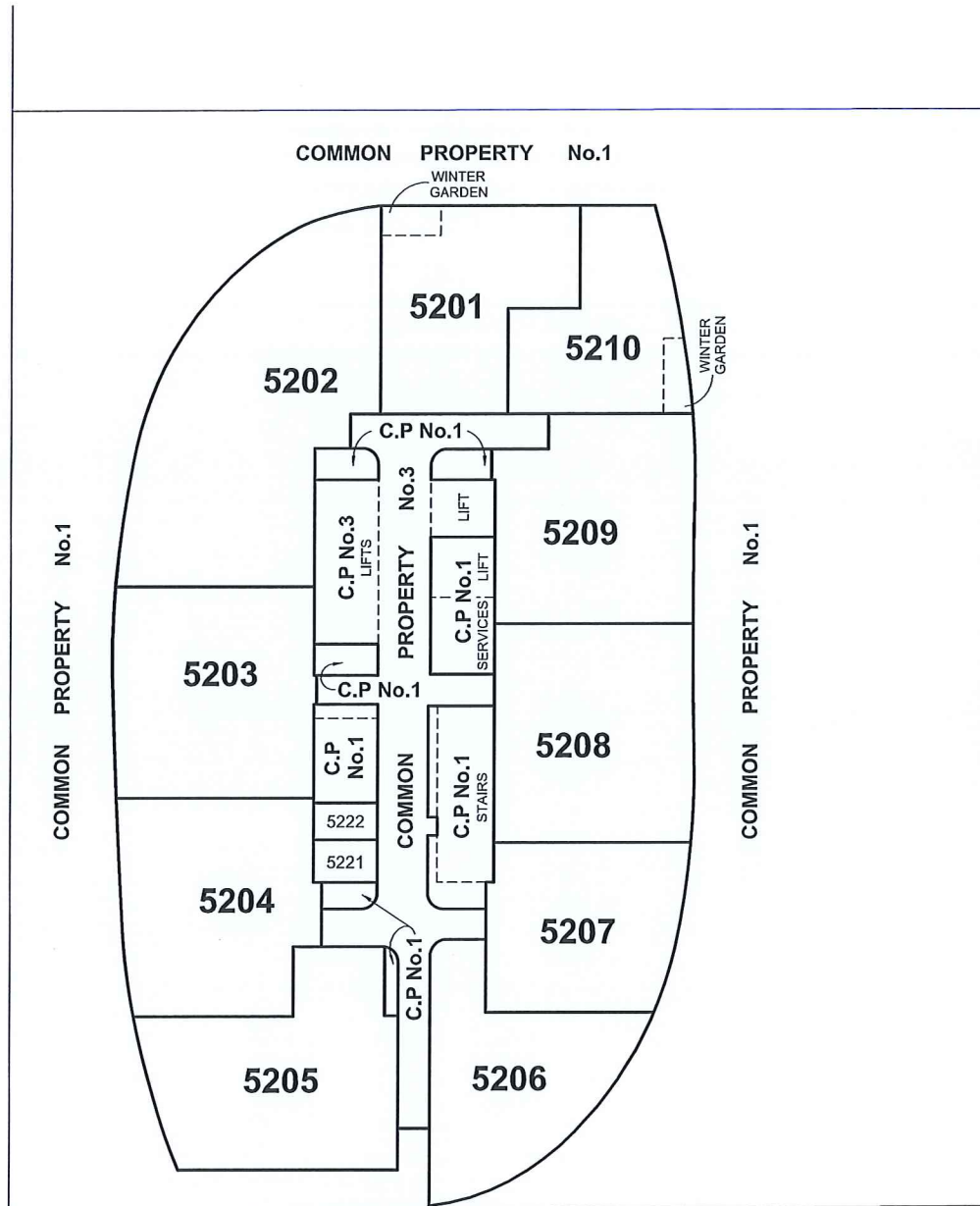
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POWER STREET

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REF: **22177**

VERSION: **A**

SHEET **58**

DATE: 08/04/14

173P58A.DGN

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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
1:250 A3

**DIAGRAM 58
LEVEL FIFTY THREE**

SUBDIVISION ACT 1988

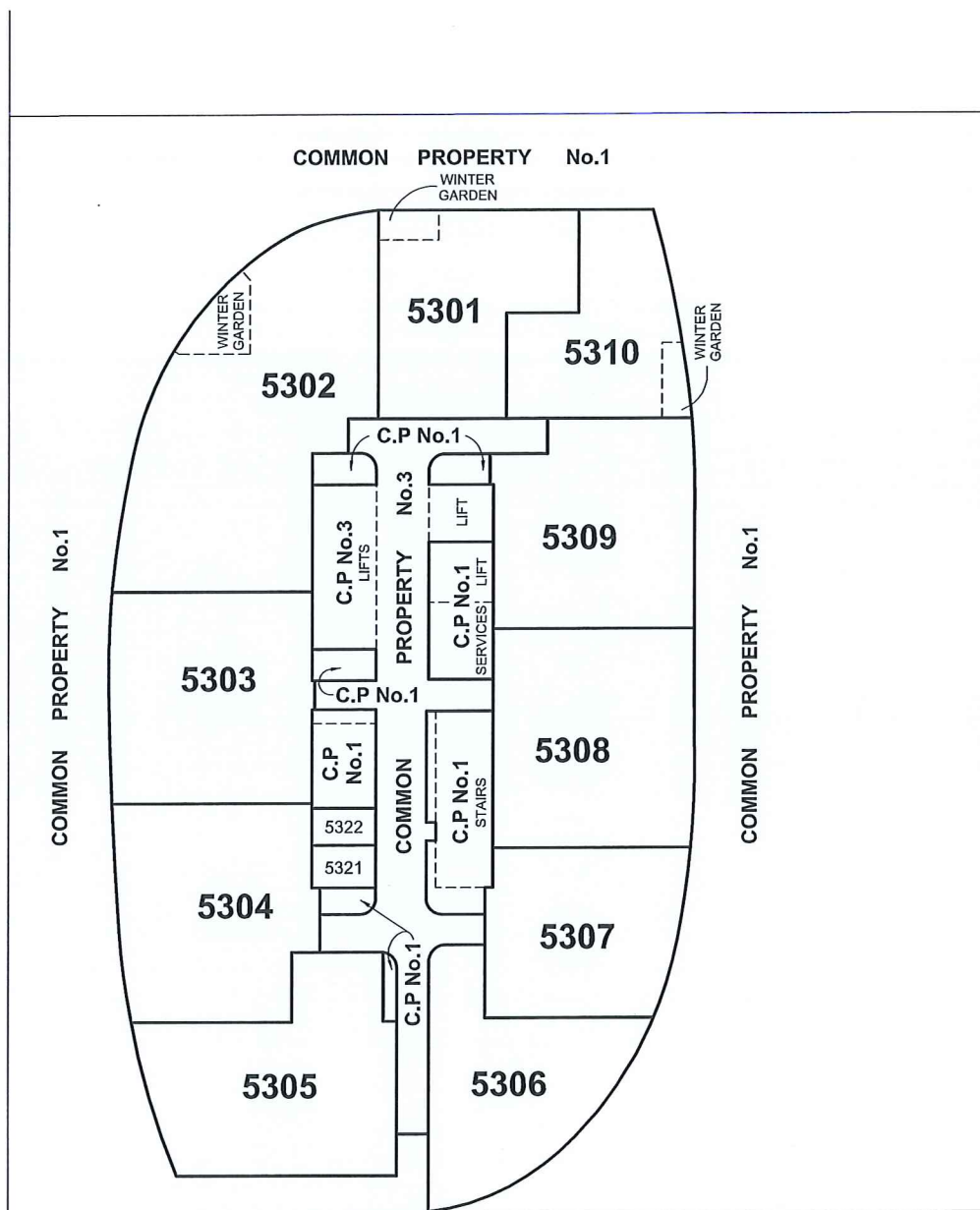
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POWER STREET

STREET

MC94 ZONE 55

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REF: **22177**

VERSION: **A**

SHEET 59

DATE: 08/04/14

173P59A.DGN

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SCALE
5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
SIZE
1:250 A3

**DIAGRAM 59
LEVEL FIFTY FOUR**

SUBDIVISION ACT 1988

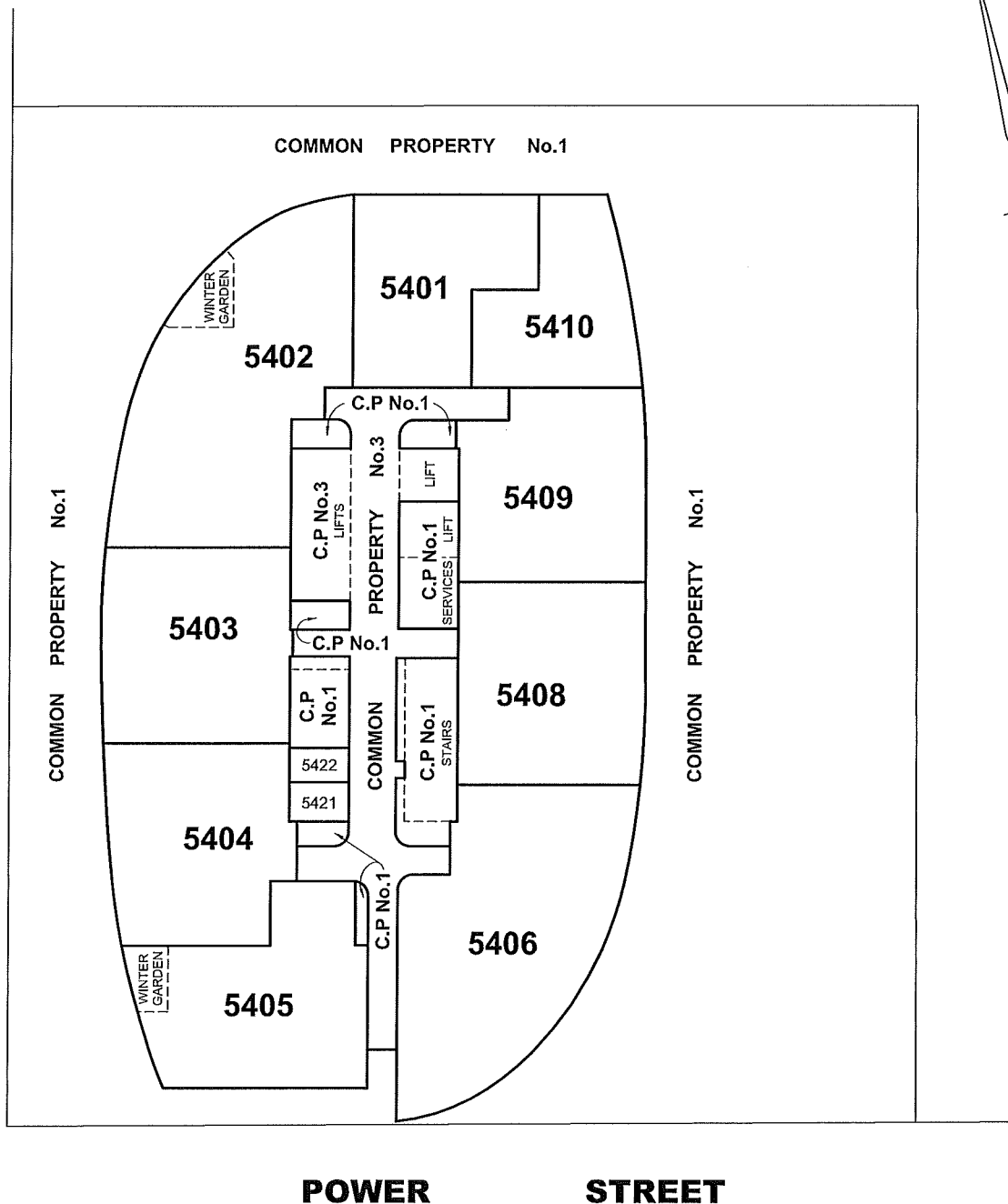
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SHEET 60

DATE: 08/04/14

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SCALE
5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
1:250 SIZE
A3

REF :
SPEAR REF :

REF :
SPEAR REF :

**DIAGRAM 61
LEVEL FIFTY SIX**

SUBDIVISION ACT 1988

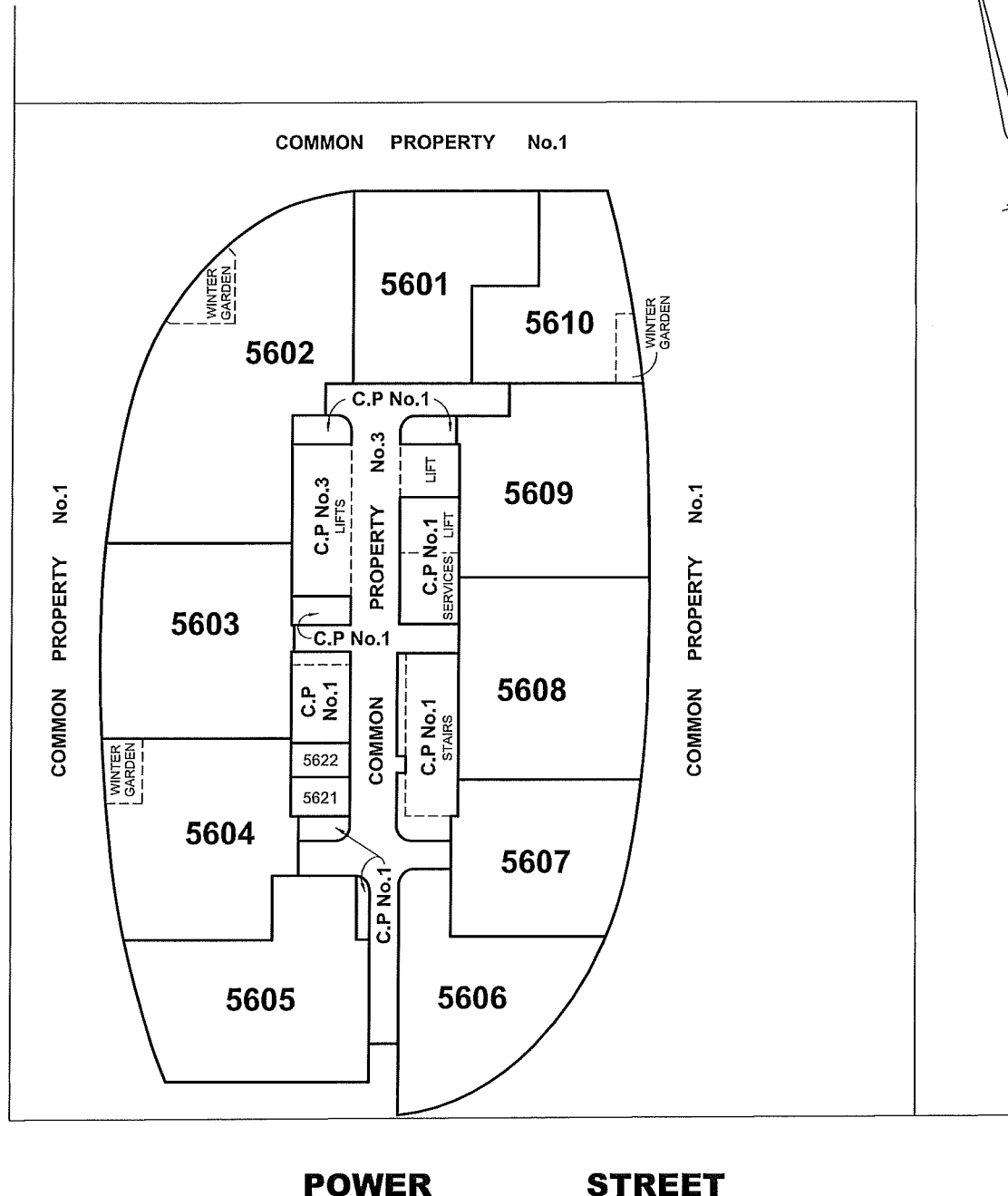
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SHEET **62**

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SCALE
1:250
SHEET
SIZE
A3

REF :
SPEAR REF :

SUBDIVISION ACT 1988

PLAN NUMBER

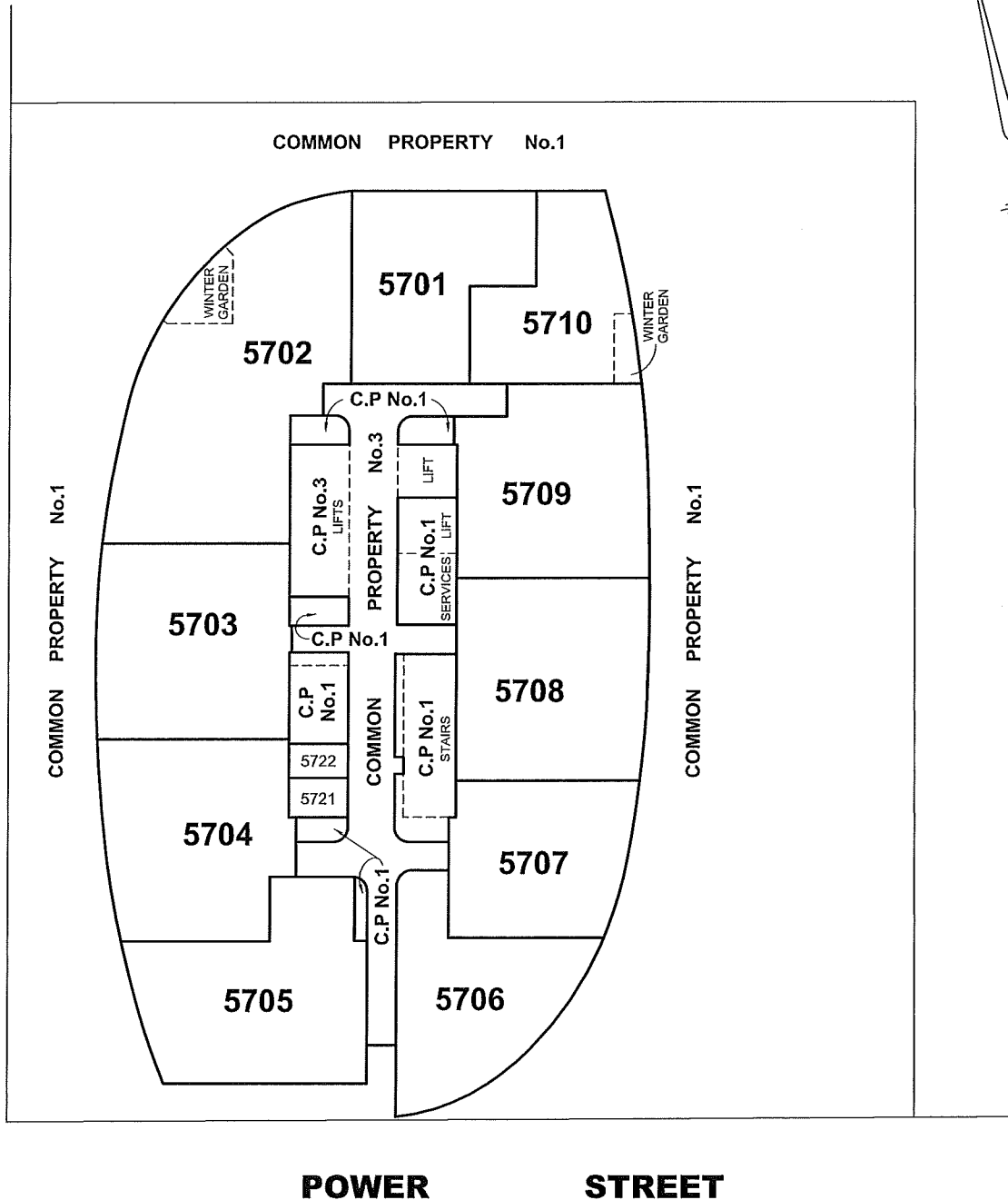
DIAGRAM 62 LEVEL FIFTY SEVEN

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QUEENS BRIDGE STREET



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REF: 22177

VERSION: A

SHEET 63

DATE: 08/04/14

173P63A.DGN

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SHEET
SIZE
A3

REF :
SPEAR REF :

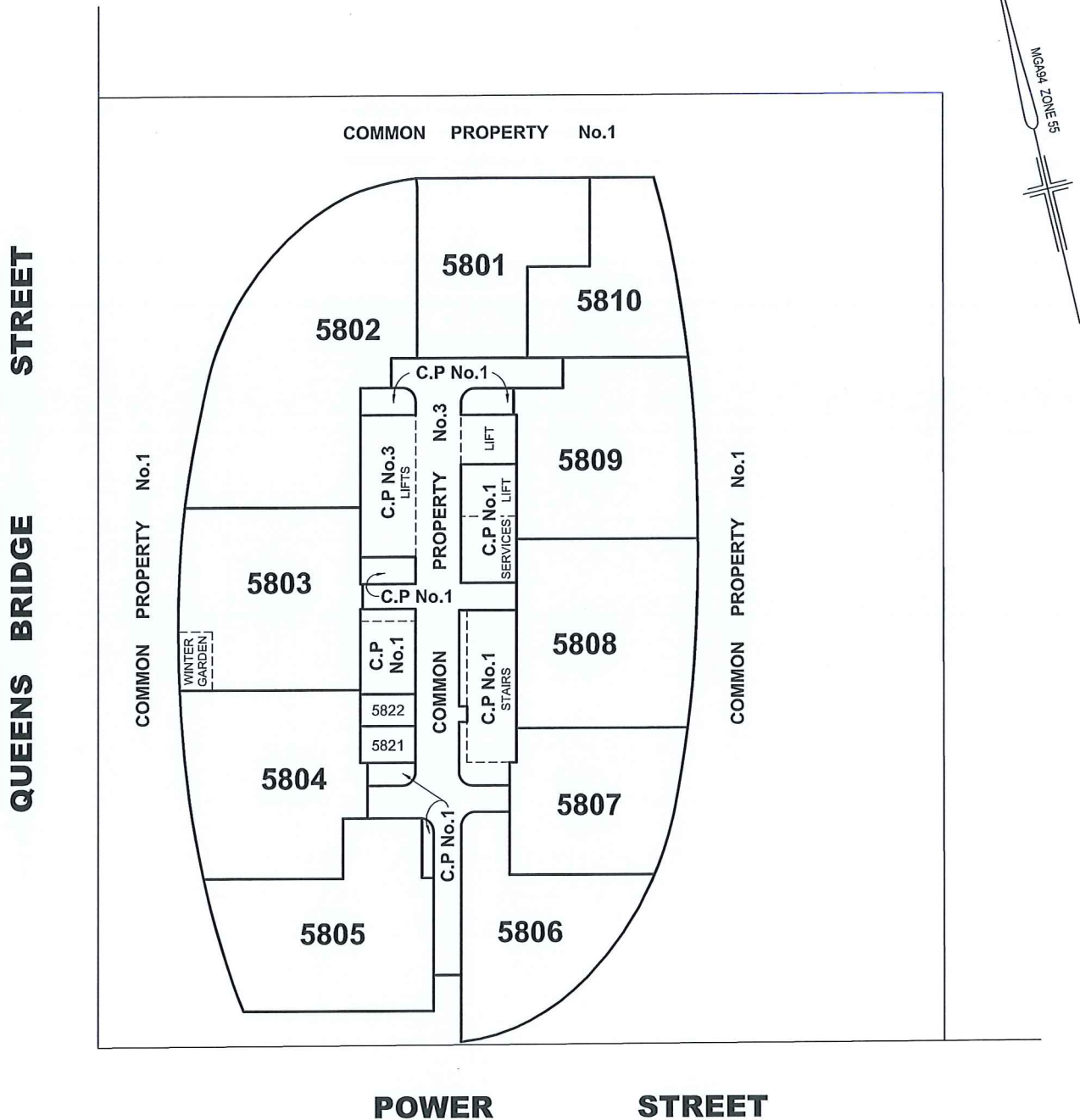
SUBDIVISION ACT 1988

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SHEET 64

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**DIAGRAM 64
LEVEL FIFTY NINE**

SUBDIVISION ACT 1988

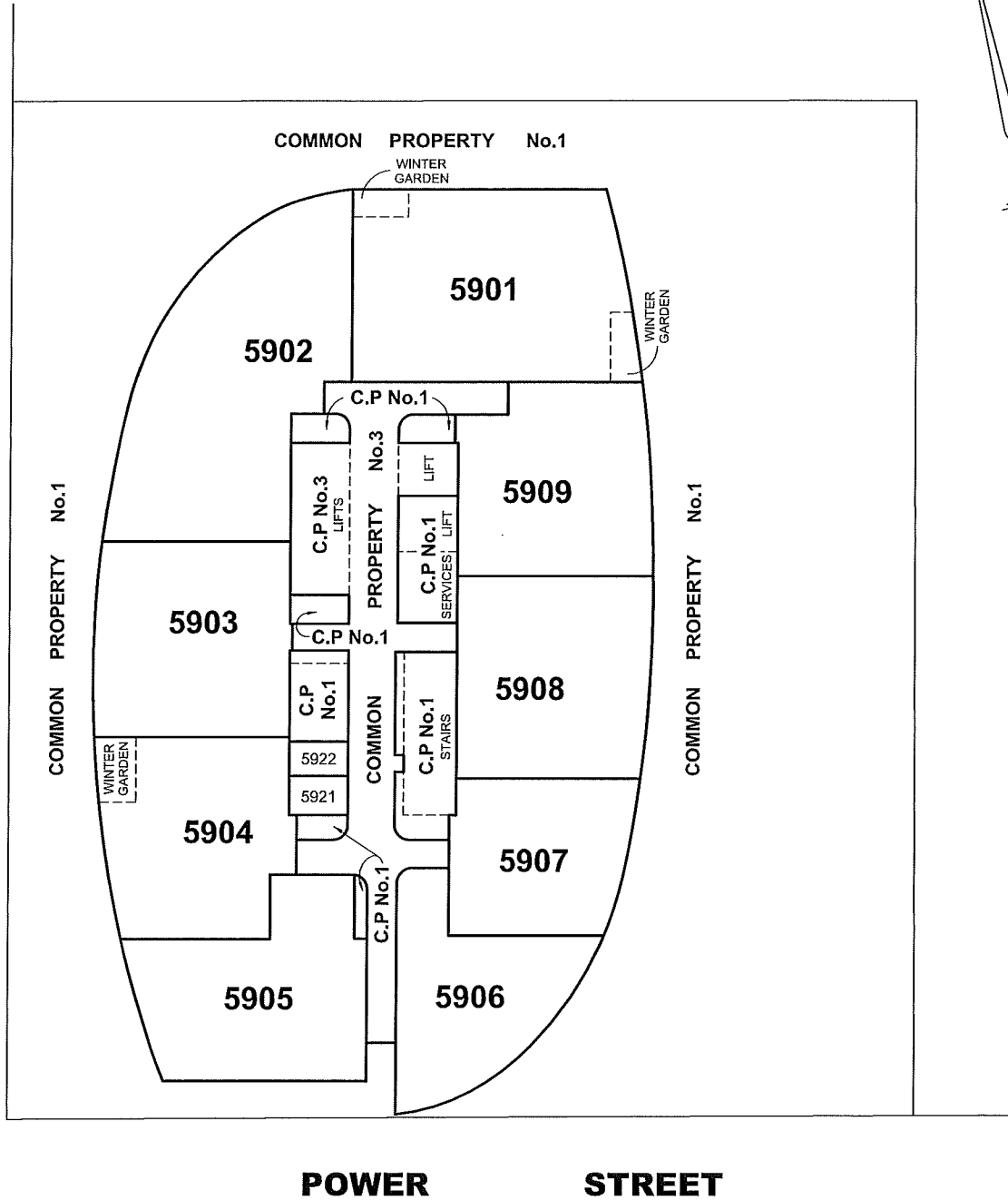
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POWER STREET

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SHEET **65**

DATE: 08/04/14

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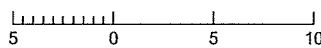


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A3

**DIAGRAM 65
LEVEL SIXTY**

SUBDIVISION ACT 1988

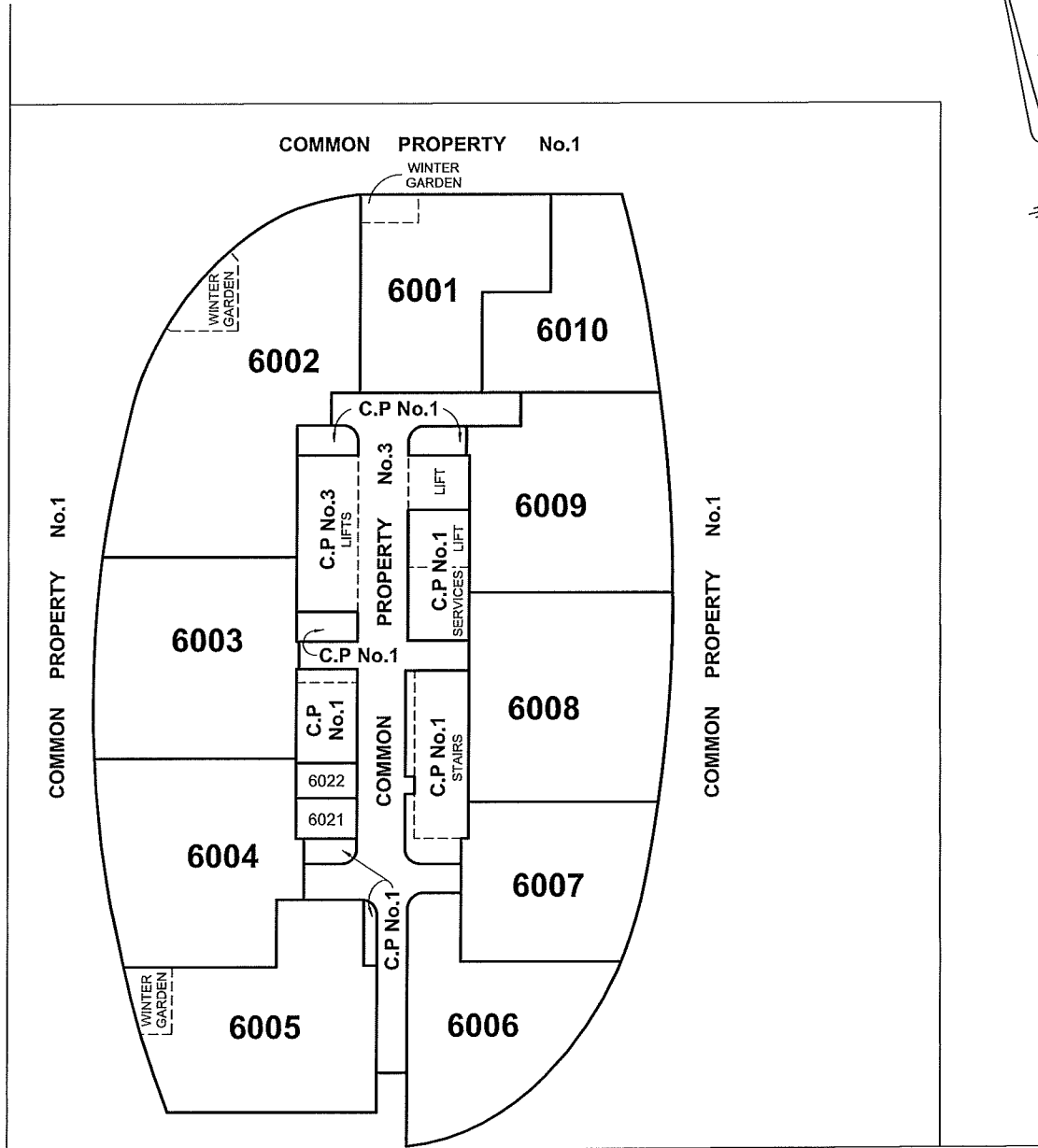
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**DIAGRAM 66
LEVEL SIXTY ONE**

SUBDIVISION ACT 1988

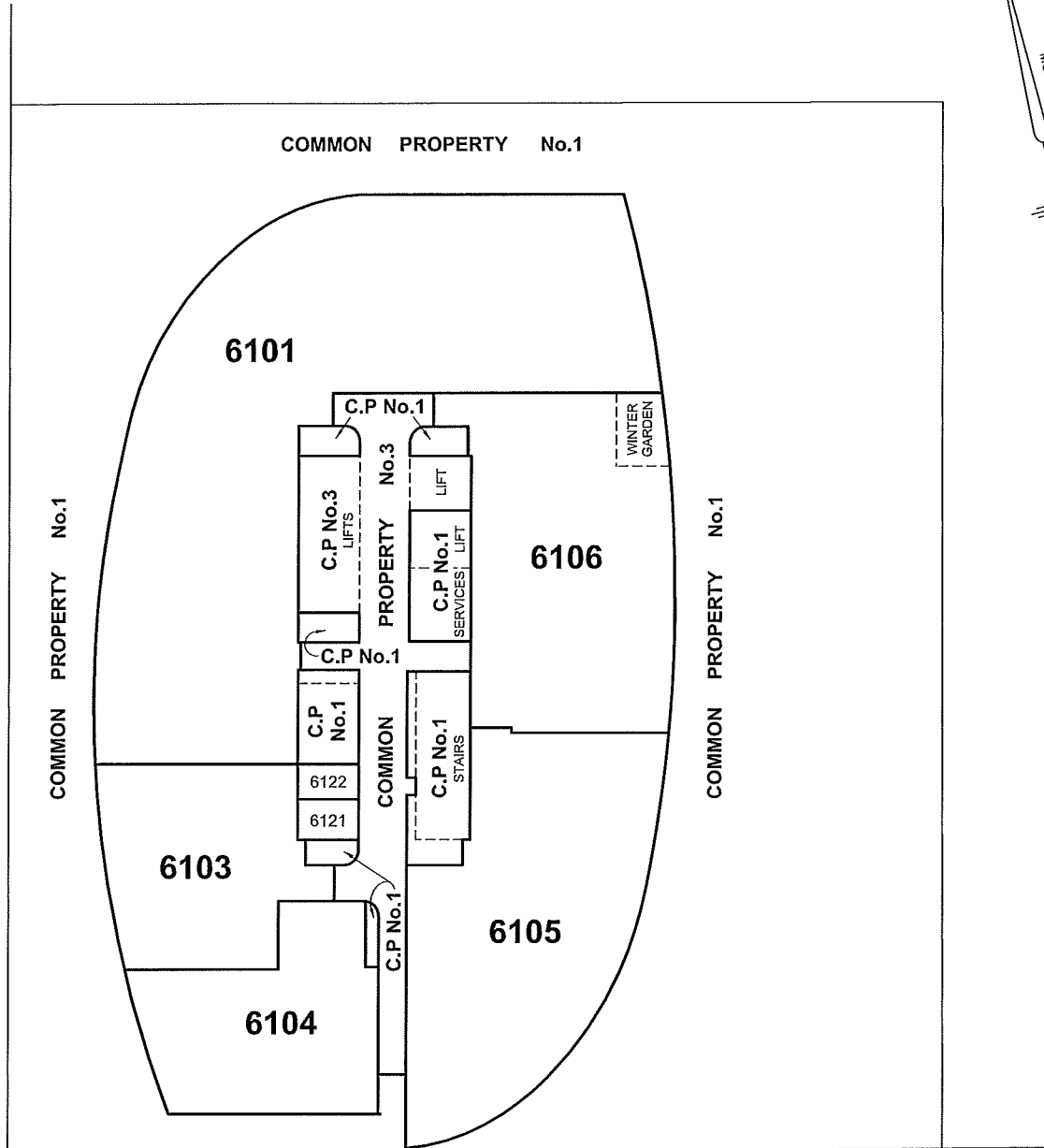
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REF: **22177**

VERSION: **A**

SHEET 67

DATE: 08/04/14

173P67A.DGN

COUNCIL NAME :

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SCALE
1:250

SHEET
SIZE
A3

SUBDIVISION ACT 1988

PLAN NUMBER

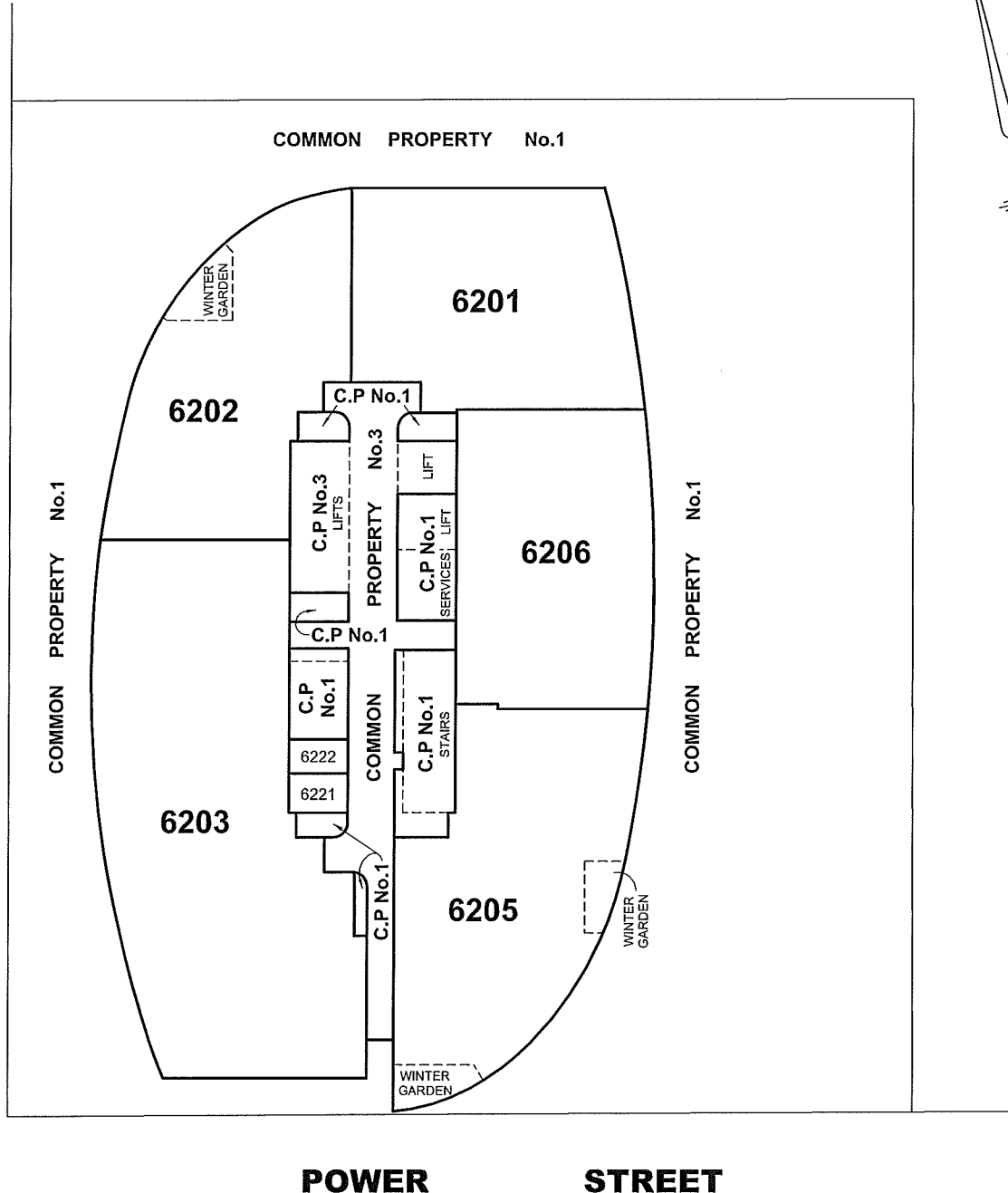
DIAGRAM 67 LEVEL SIXTY TWO

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VERSION: A

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DATE: 08/04/14

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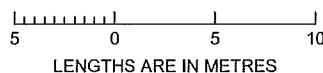


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SHEET
SIZE
A3

REF :
SPEAR REF :

**DIAGRAM 68
LEVEL SIXTY THREE**

SUBDIVISION ACT 1988

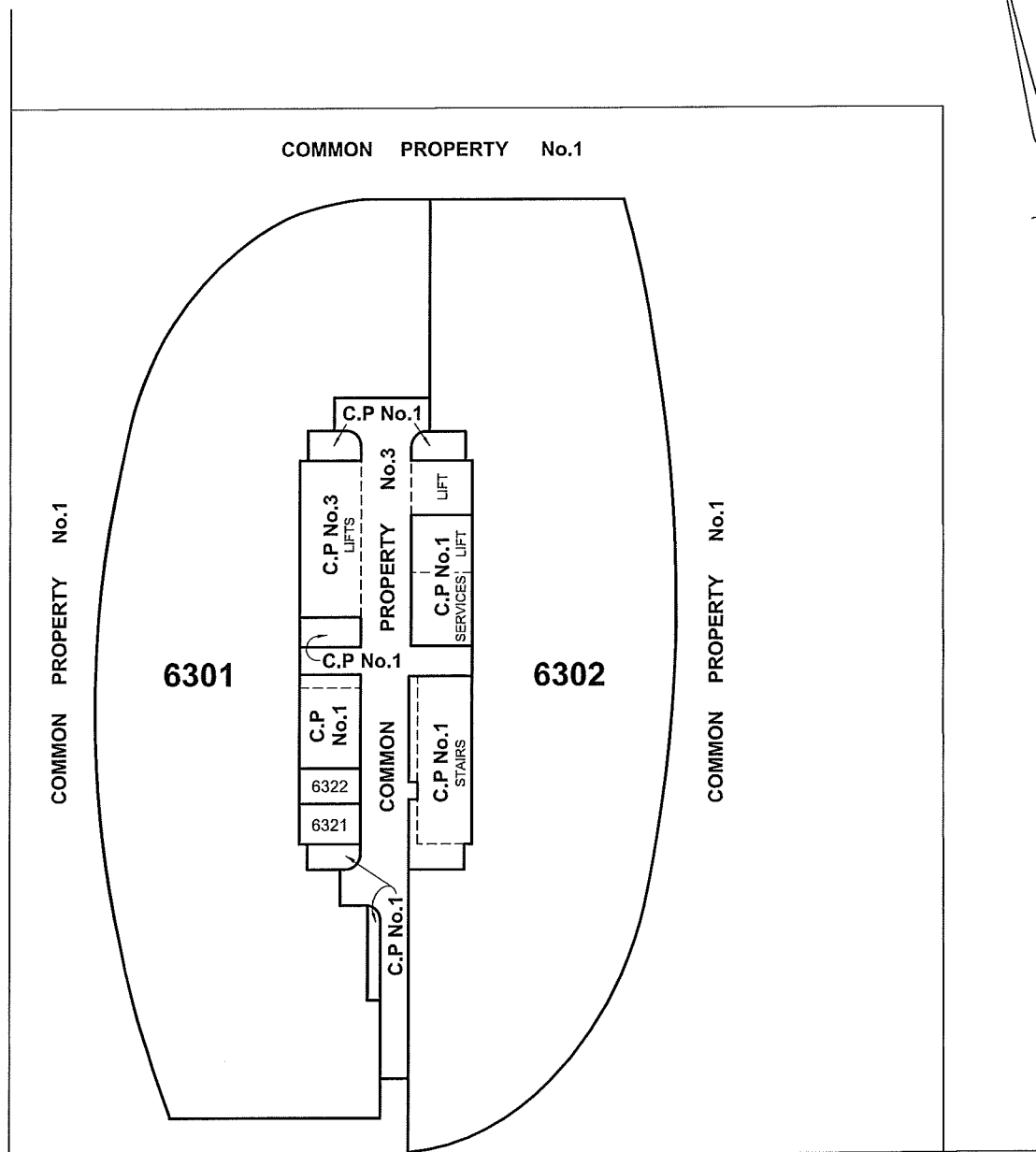
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POWER STREET

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VERSION: **A**

SHEET 69

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SHEET SIZE A3

**DIAGRAM 69
LEVEL SIXTY FOUR**

SUBDIVISION ACT 1988

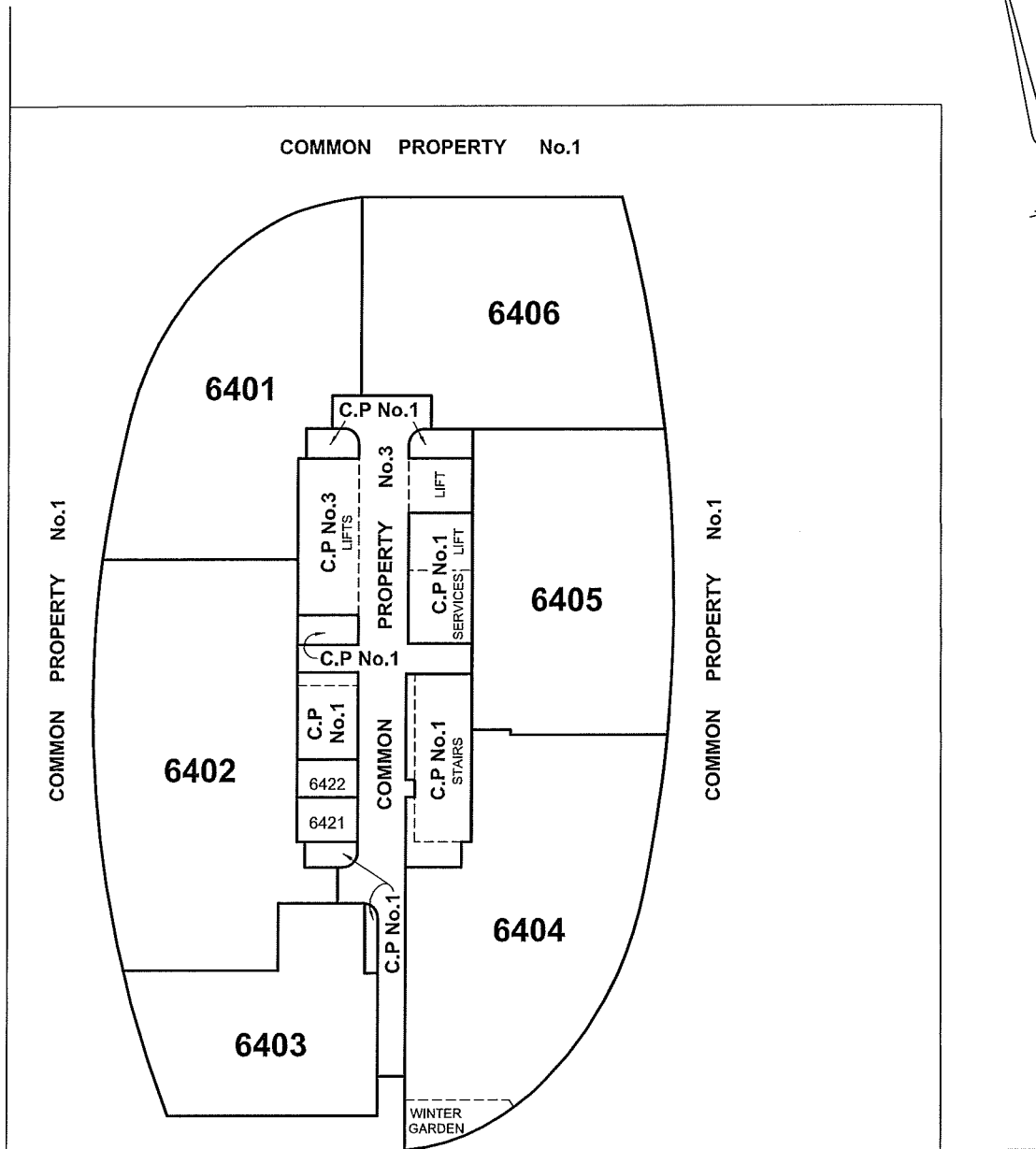
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5 0 5 10

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ORIGINAL

SCALE SHEET
1:250 SIZE
A3

REF :
SPEAR REF :

**DIAGRAM 70
LEVEL SIXTY FIVE**

SUBDIVISION ACT 1988

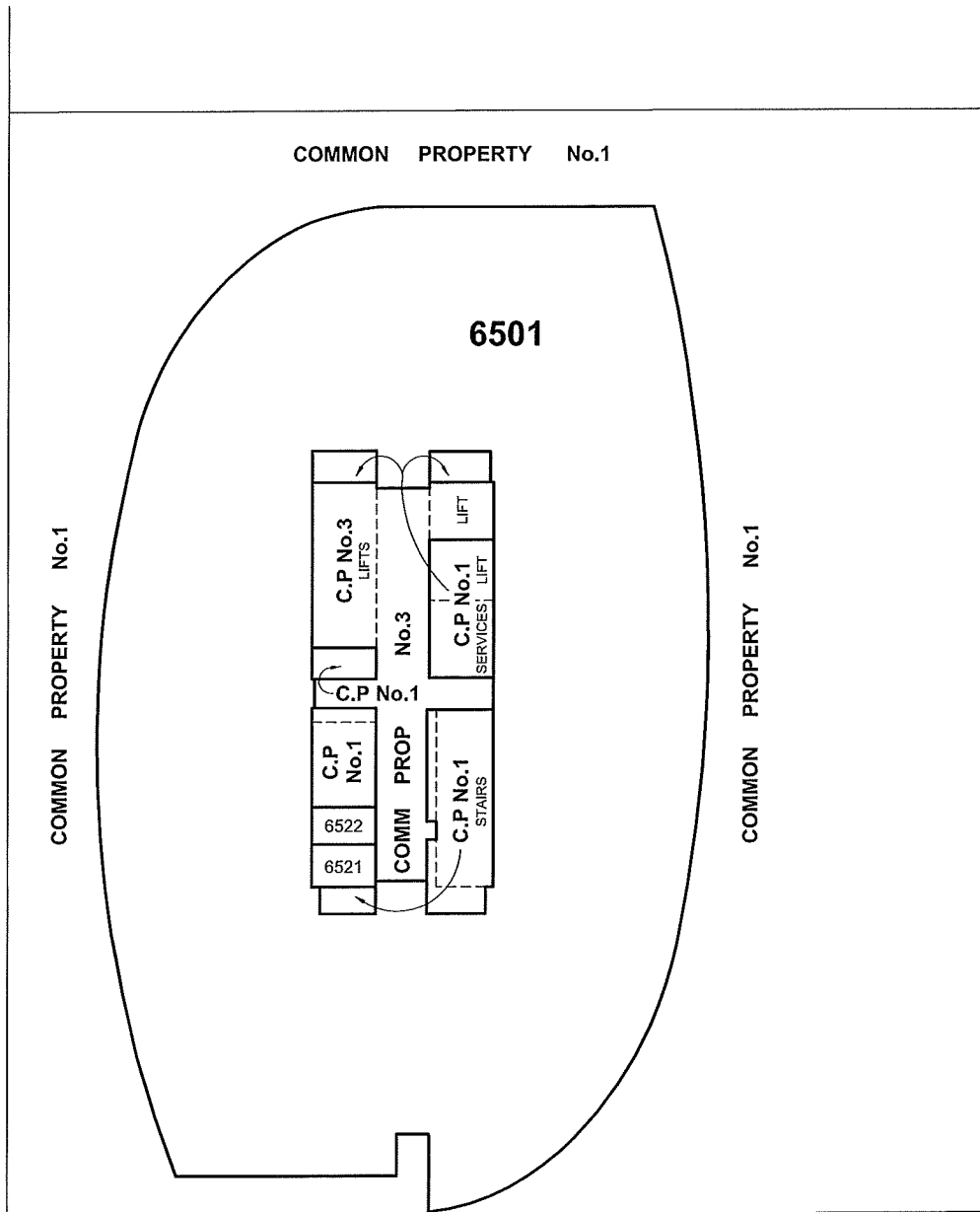
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REF: **22177**

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SHEET 71

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LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
1:250 A3

**DIAGRAM 71
LEVEL SIXTY SIX**

SUBDIVISION ACT 1988

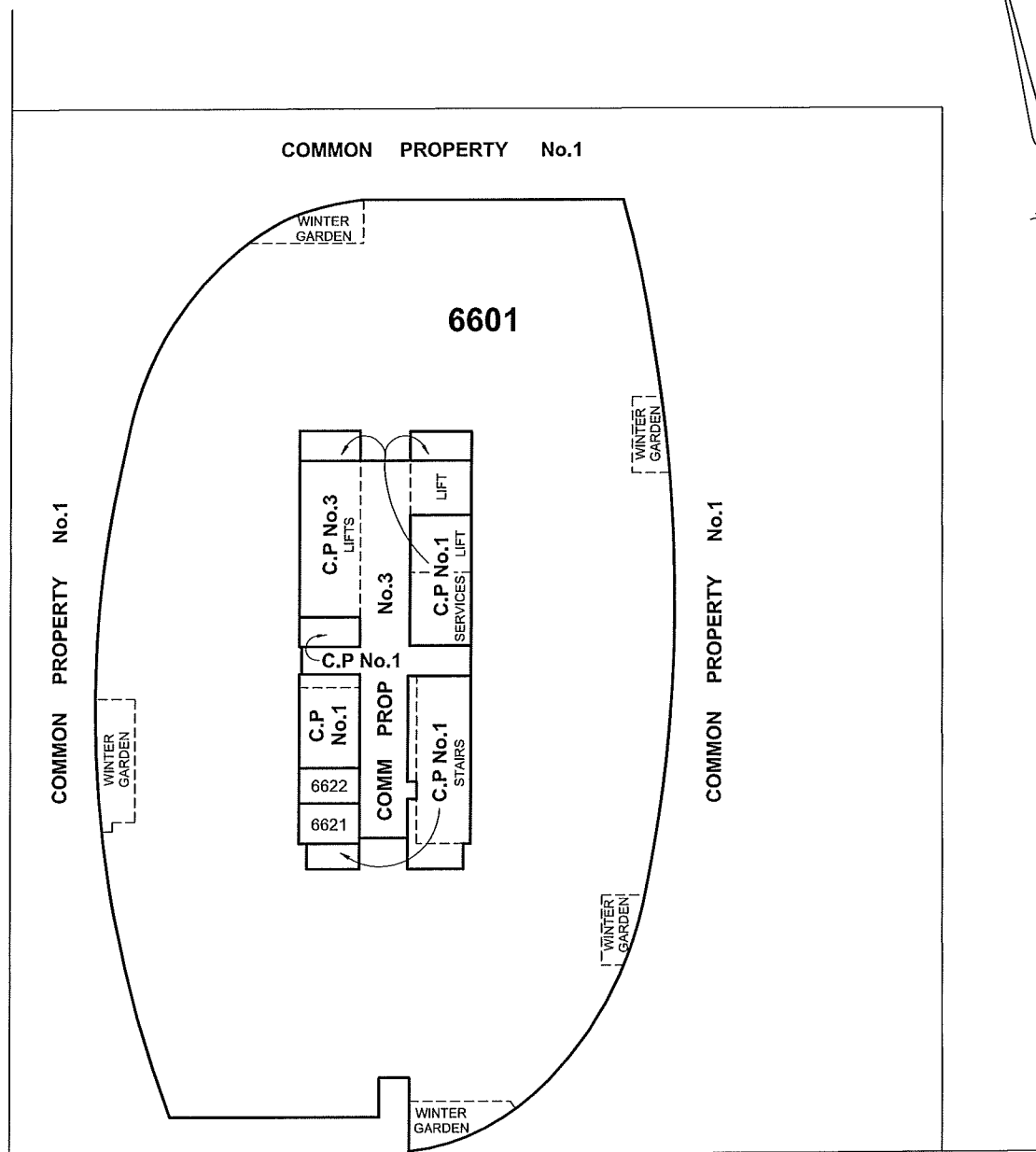
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STREET

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REF: **22177**

VERSION: **A**

SHEET 72

DATE: 08/04/14

173P72A.DGN

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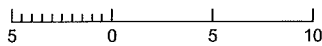
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SCALE



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ORIGINAL

SCALE 1:250
SHEET SIZE A3

**DIAGRAM 72
LEVEL SIXTY SEVEN**

SUBDIVISION ACT 1988

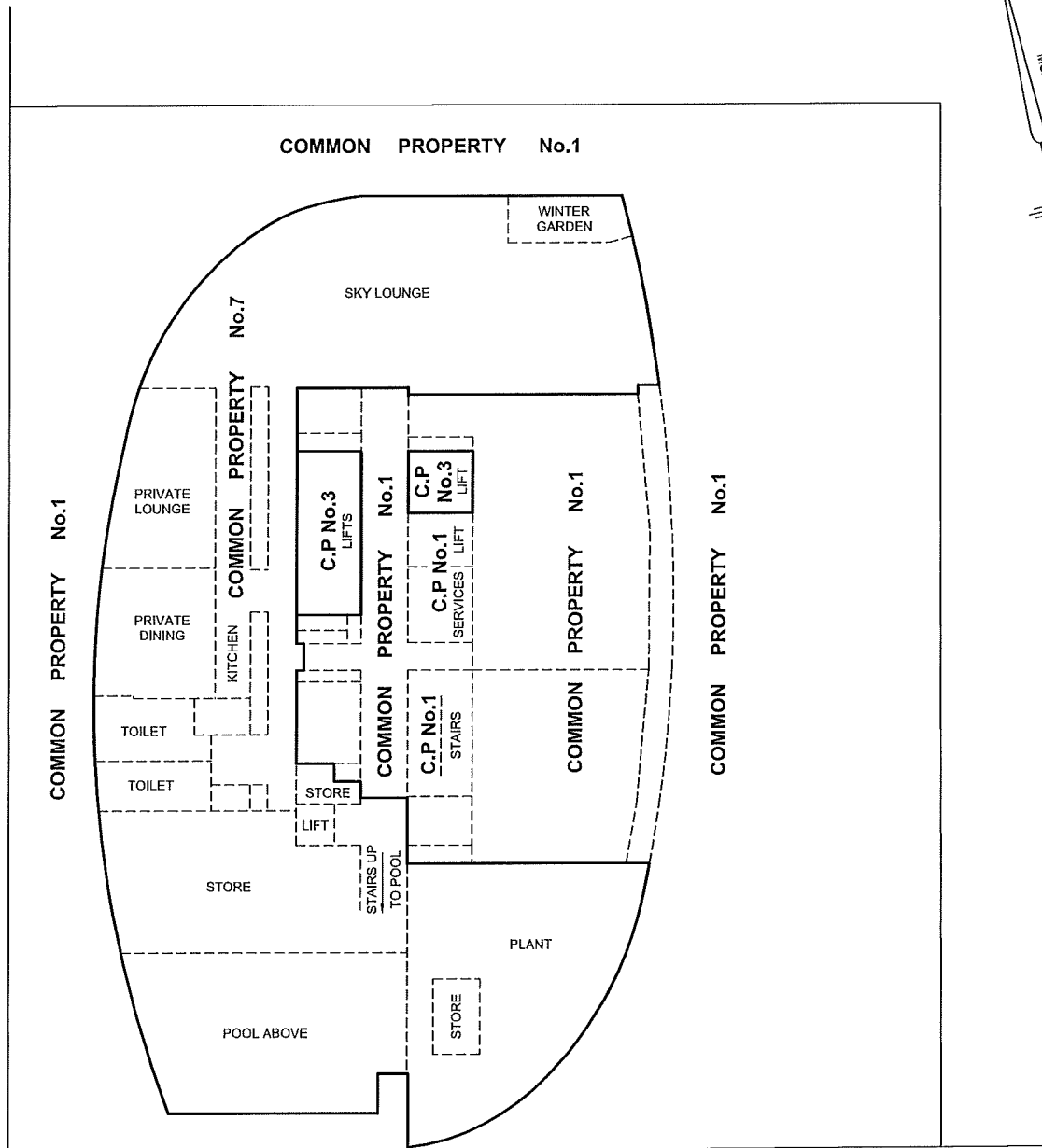
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SHEET 73

DATE: 08/04/14

173P73A.DGN

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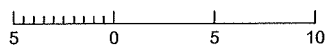


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SHEET
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A3

**DIAGRAM 73
LEVEL SIXTY SEVEN A**

SUBDIVISION ACT 1988

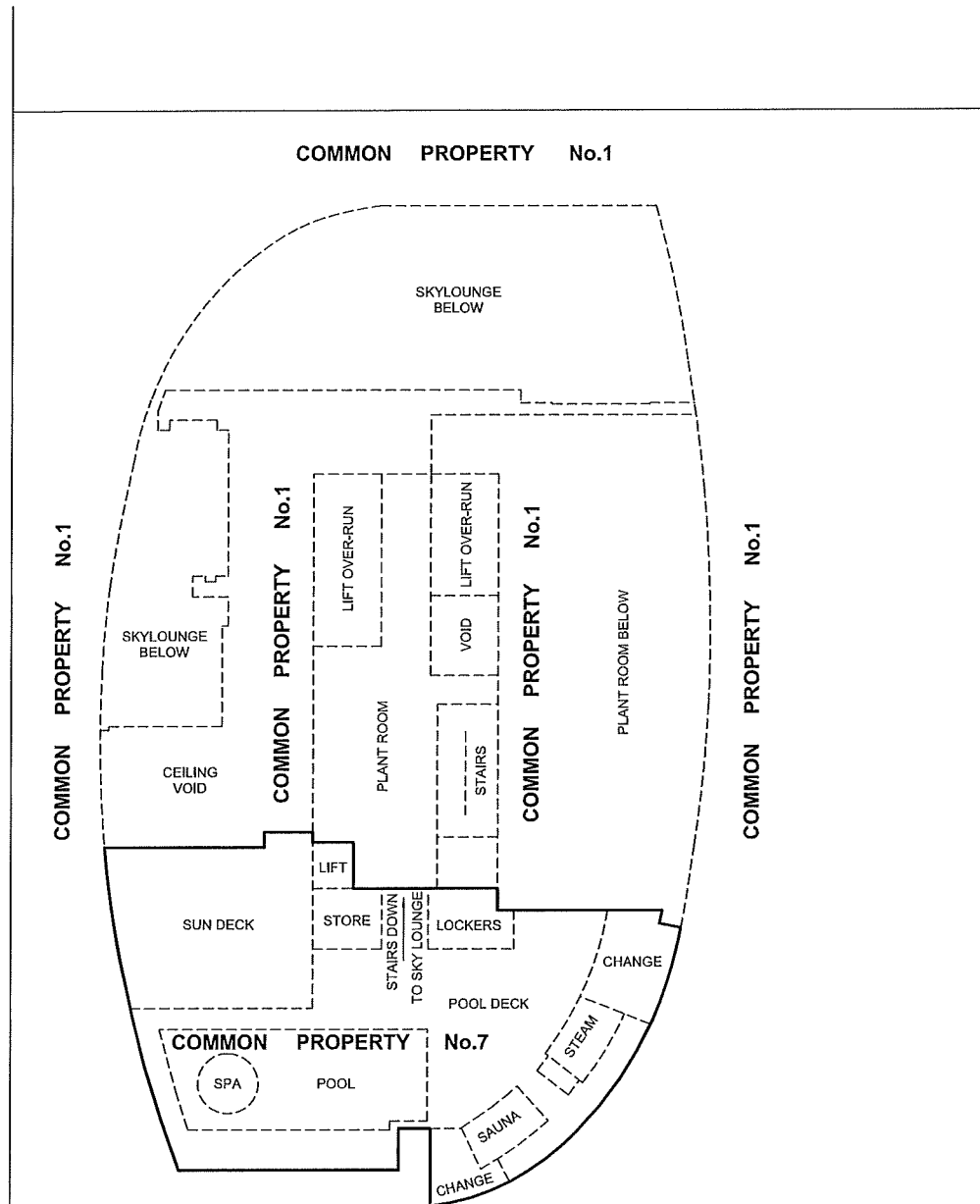
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POWER STREET

MGARA ZONE 55

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**DIAGRAM 74
LEVEL SIXTY NINE**

SUBDIVISION ACT 1988

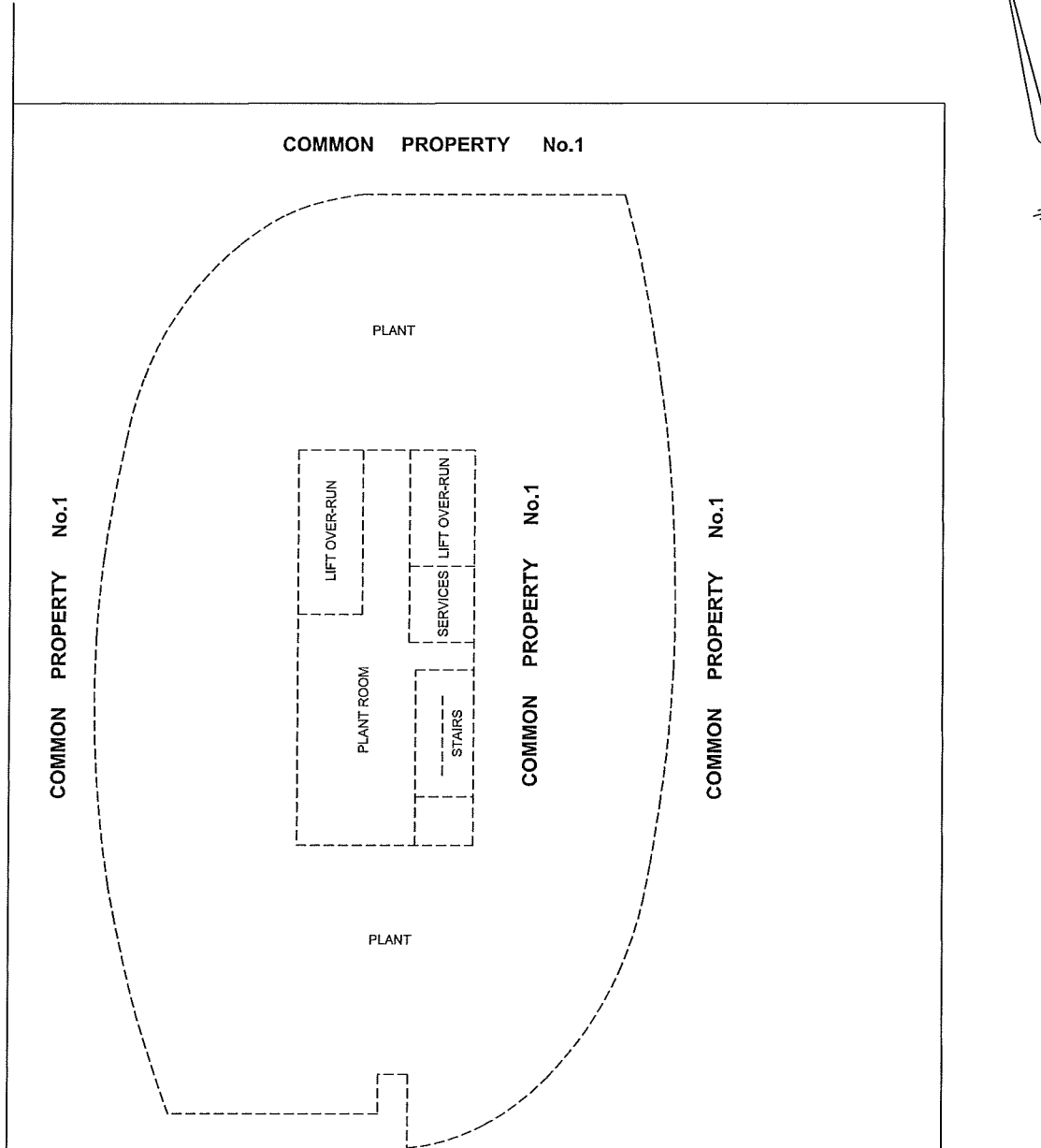
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**DIAGRAM 75
LEVEL SEVENTY**

SUBDIVISION ACT 1988

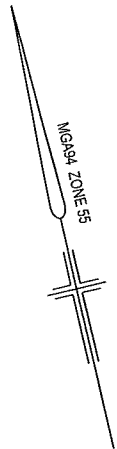
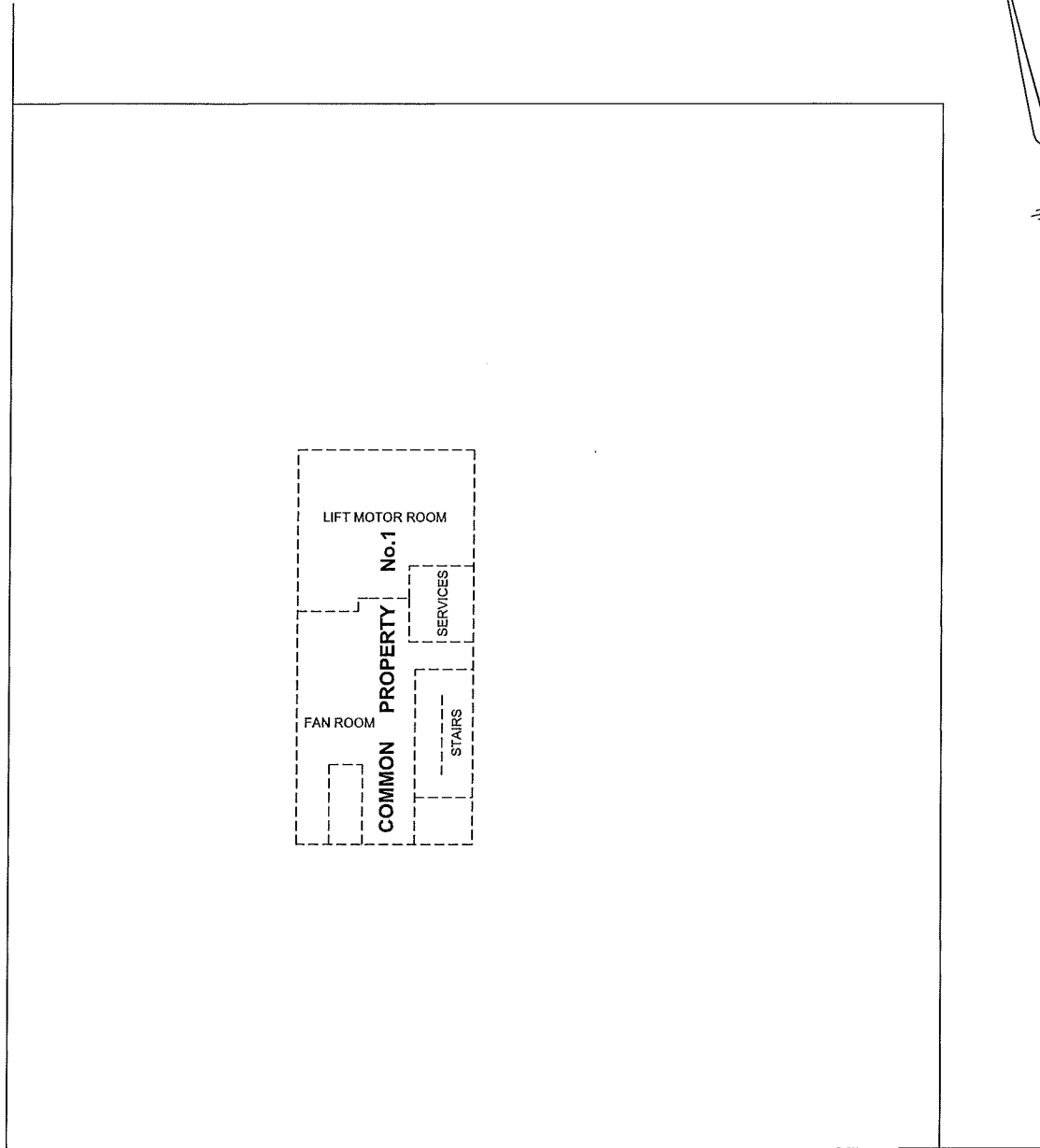
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DATE: 08/04/14

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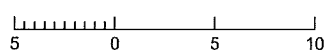


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1:250

SHEET
SIZE
A3

REF :
SPEAR REF :

**DIAGRAM 76
LEVEL SEVENTY ONE
CORE ROOF**

SUBDIVISION ACT 1988

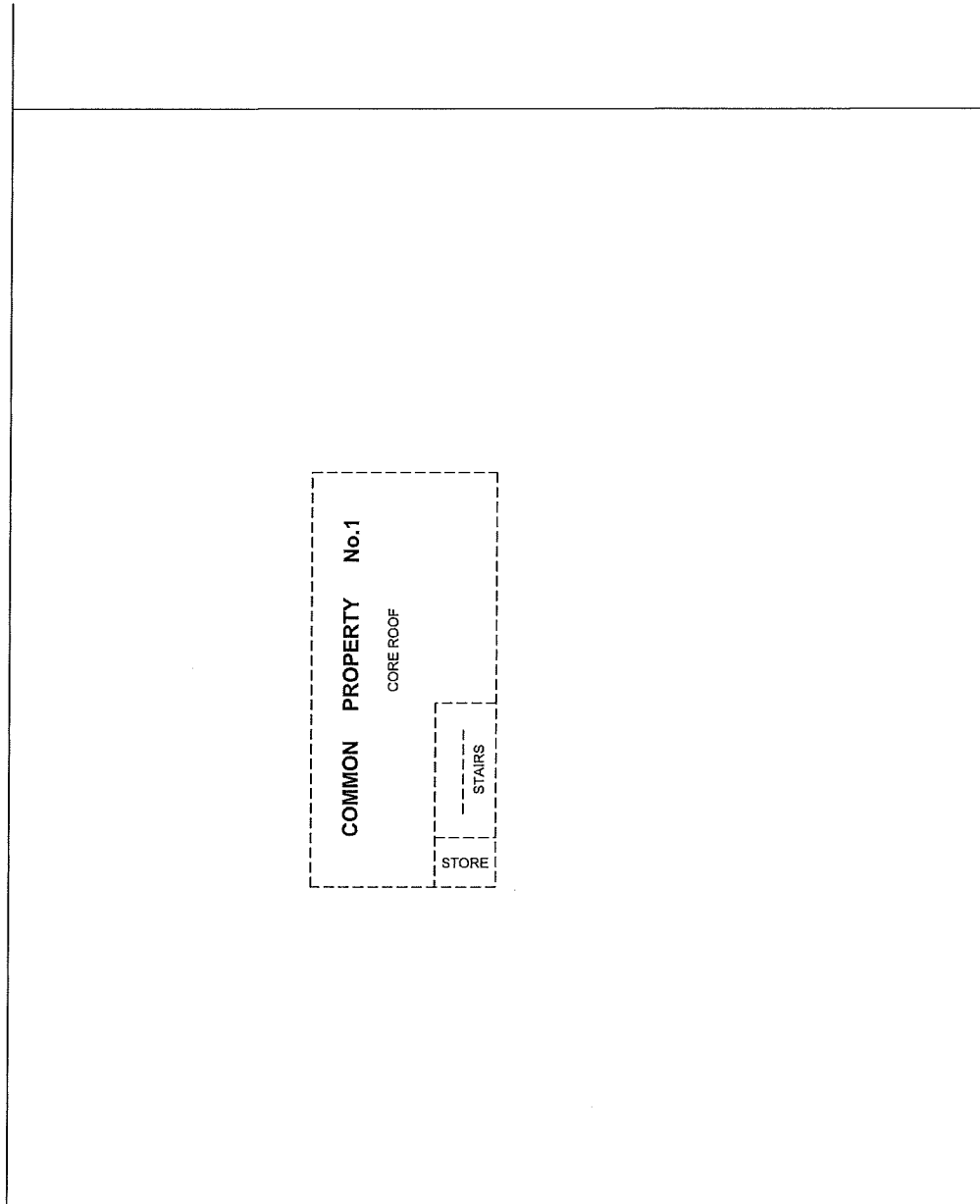
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DATE: 08/04/14

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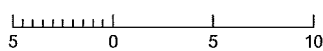
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Notification of making, amendment or revocation of owners corporation rules

AL541062R

Section 142 *Owners Corporation Act 2006*



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Lodged by	Owners Corporation Management
Name	Andrew Yates
Phone	03 8638 1822
Address	20 Franklin Street, Melbourne Vic 3000
Reference	
Customer code	16976 X.
Owners corporation number	3
Plan number	PS633144U

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

12 November 2014 (Resolution 4.11)

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

Dated:

3 December 2014

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.

ANDREW YATES AS
SECRETARY OF THE
OWNERS CORPORATION

The common seal of owners corporation number:

20 Franklin St
Melb. Vic 3000

Plan number:

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

--

Lot owner

Full name	
Address	

Lot owner

Full name	
Address	

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

Land Victoria
570 Bourke Street
Melbourne VIC 3000
Telephone 03 8636 2010



PRIMA TOWER OWNERS CORPORATION RULES

Owners Corporation 1 Plan No.PS633144U

Owners Corporation 2 Plan No.PS633144U

Owners Corporation 3 Plan No.PS633144U

Owners Corporation 5 Plan No.PS633144U

Owners Corporation 6 Plan No.PS633144U

Owners Corporation 7 Plan No.PS633144U

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1 DEFINITIONS AND INTERPRETATIONS

1.1 In the rules the following words have the following meanings:

Act means the Owners Corporation Act 2006 (as amended).

Building means the building on the Land situated 31-49 Queensbridge Street, Southbank

Building Manager means the person, firm or company appointed by the Owners Corporation to manage the Building.

Car Space means any area in the Building designated for use to park a motor vehicle.

Commercial Lot means those lots that are members of Owners Corporation 6 Plan No. PS633144U.

Common Property means the common property created on the Plan.

Cleaning Apparatus means the cleaning apparatus used for the purpose of cleaning and maintaining the outside of the building, including but not limited to structures and windows of the Building (if applicable).

Lift means any lift in the Building owned by the Owners Corporation.

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

Lot or Lots means a lot or lots on the Plan.

Manager means a manager appointed in accordance with Section 119 of the Act.

Member means an owner of a Lot.

Occupier means a person who occupies a Lot, including their guests.

Owners Corporation means any Owners Corporation created under the Plan of Subdivision and includes any Manager who, or committee established under Part 5 of the Act that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of these Rules.

Plan means Plan of Subdivision No. PS633144U

Recreation Facilities means the facilities on Common Property as shown on the Plan, and more generally those facilities located on Levels 9 and 67.

Rules of Use means any directions, notices or rules of use made by the Building Manager or the Owners Corporation from time to time for the proper management and administration of the Common Property.

Security Key means key, swipe card or any other device to secure the Building or any part thereof, or to gain entry thereto.

Sky Lounge means the facilities on Common Property No. 7

Specified Sky Lounge Access Lots means lots 3601 to 3612 inclusive, 3701 to 3712 inclusive, 3801 to 3812 inclusive, 3901 to 3912 inclusive, 4001 to 4012 inclusive, 4101 to 4112 inclusive, 4201 to 4212 inclusive, 4301 to 4302 inclusive, 4401 to 4412 inclusive and 4512 to 4512 inclusive in the Plan.

Storage Space means the area designated for storage as shown on the Plan.

1.2 In these rules, unless the context indicates a contrary intention:

1.2.1 Words denoting any gender include all genders;

1.2.2 The singular number includes the plural and vice versa

1.2.3 A person includes their executors, administrators, successors, substitutes and assigns;

1.2.4 Words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;

1.2.5 Any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;

1.2.6 References to any legislation includes any legislation which amends or replaces that legislation;

1.2.7 For the purpose of Rule 1.1, any definition that is subsequently changed in the Act will have the meaning given to it by the Act;

1.2.8 Headings are included for convenience only and will not affect the interpretation of these rules and;

1.2.9 A reference to anything includes the whole or each part of it, and;

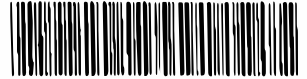
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2 USE OF COMMON PROPERTY AND LOTS

2.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 2.1.1 Use the Common Property or permit the Common Property to be used in such a manner as to unreasonable interfere with or prevent its use by other Member or Occupants of Lots or their families or visitors;**
- 2.1.2 Park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purpose by the Owners Corporation;**
- 2.1.3 Wash any motor vehicle in a Lot or on Common Property;**
- 2.1.4 Use any part of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party;**
- 2.1.5 Use or permit a Lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier.**
- 2.1.6 Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation;**
- 2.1.7 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of 10:00pm and 8:00am, or at any other time in such a manner as to contravene rule 2.1.6 above;**
- 2.1.8 Damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the Common Property or use then for any purpose other than the purpose for which they are provided or properly available for;**
- 2.1.9 Enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Owners Corporation;**
- 2.1.10 Use any part of the Building, Lots or Common Property for a purpose other than the purpose for which it has been provided or for which it is properly available;**
- 2.1.11 Use or permit any person under his or her control to use roller blades, roller skates, scooters or a skateboard on the Common Property;**
- 2.1.12 Use or permit a Lot to be used other than for private residential or accommodation purposes, including no short term letting of apartments for less than 90 days, with the exception of any Commercial Lot;**
- 2.1.13 Provide access by any unauthorised person to the Common Property;**
- 2.1.14 Store any flammable liquid or chemical on any Lot or on any part of the Common Property (excluding any liquids, chemicals or other materials used in domestic use or in the fuel tank of a motor vehicle);**
- 2.1.15 Smoke on Common Property;**
- 2.1.16 Dispose of any cigarette butts or ash on to the Common Property or on to or over the balconies of Lots;**

- 2.1.17 Use or permit to be used in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan;
- 2.1.18 Hold or allow to be held in any Lot or on any part of the Common Property any sale or auction;
- 2.1.19 Place or leave any item on the Common Property so as to obstruct the Common Property or an entrance to a Member's Lot;
- 2.1.20 Store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent;
- 2.1.21 Smoke in any part of the Common Property without limitation in lifts, passageways, foyers and stairs on the Common Property;
- 2.1.22 Except in emergencies, to permit any trades people or work people to be on a Lot or the Common Property:
 - a) On a Saturday, Sunday or public holiday; or
 - b) Before 8.30am or after 5:30pm on any other day.
- 2.1.23 Install in any Lot a safe or other item of greater mass than 100kg when full of generating a floor loading greater than 150kg per square metre when full, without the consent of the Owners Corporation; and
- 2.1.24 Without the prior written consent of the Owners Corporation, remove (or use for any purpose not intended) any articles from the Common Property placed there by or at the direction of the Owners Corporation.
- 2.1.25 Use any method of heating, cooling or lighting and Lots other than those provided by the Owners Corporation.
- 2.2 A Member must and must ensure that the Occupier of a Member's Lot will:
 - 2.2.1 Properly maintain in a state of good and serviceable repair any part of the Lot that affects the outward appearance of the Lot or the use or enjoyment of other Lots or the common property; and
 - 2.2.2 Maintain any service that serves that Lot exclusively.

3 INTERFERENCE WITH FITTINGS, SERVICES OR FACILITIES

- 3.1 A Member must not, and ensure the Occupier of a Member's Lot does not:
 - 3.1.1 Obstruct windows, air vents, air-conditioning ducts, skylight or emergency exits in, or any other part of, the Common Property;
 - 3.1.2 Breach the fire regulations by installing unapproved dead locks or peep holes on any Lot or on the Common Property that would void the Owners Corporation's insurance policies;
 - 3.1.3 Cover or obstruct any lights, sky lights, windows or other means of illuminations of the Common Property or the Building;
 - 3.1.4 Do any act or thing which affects the working of the air-conditioning in the Building (including, without limitation, altering any thermostat or other control in the Building, the Common Property or in the Lots);



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- 3.1.5 Obstruct or in any way interfere with any building works necessary to complete construction of the Building and facilities comprised within the Plan including but in no way limited to on any Common Property;
- 3.1.6 Obstruct or in any way interfere with any fire appliance, cupboard, stairway or landing in the Building or permit any fire appliance, cupboard, stairway or landing in the Building to be obstructed; and
- 3.1.7 Do any act or thing to interfere with the fresh air supply, design and pressure equalization of the Building and must not place any obstruction or permanent door seal to the base of any apartment entry door.

4 APPEARANCE OF A LOT

4.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 4.1.1 Hang or place on any balcony or in any window of a Member's Lot or in or about the Common Property anything which adversely affects the outward appearance or state of repair of a Member's Lot or the Common Property or which may Otherwise affect the use and enjoyment of the Lots and Common Property of the Building by members or Occupiers;
- 4.1.2 Hang or place any washing or wind chimes on or from any balcony or in or from any window;
- 4.1.3 Use any balcony as a place of storage;
- 4.1.4 Allow any item to be thrown off a balcony or out any window, and in the case that this rule is not adhered to, the Member or Occupier takes full responsibility for the liability of such action;
- 4.1.5 Keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter;
- 4.1.6 Keep or allow anything belonging to a Member or Occupier of a Member's Lot to be on any balcony or any part of the exterior of a Member's Lot after being given notice by the Owners Corporation to remove that thing after the Owners Corporation has resolved that the thing is causing a nuisance or adversely affected the use and enjoyment of the Building, Lots or Common Property by Members and Occupiers.
- 4.1.7 Allow any garden, plant, balcony or open land forming part of the Lot to become unkempt, overgrown or unsightly;
- 4.1.8 Without the prior written consent of the Owners Corporation which shall not be unreasonably withheld, install or place, or permit to remain installed or placed, any air-conditioning unit, fan, or other appliance in such a position as to be visible from outside the Member's Lot;
- 4.1.9 Install or modify any external wireless, television aerial, satellite dish receiver, wiring, cables, pipes or other apparatus on or to a balcony or to the external façade of the Building;
- 4.1.10 Operate a barbecue or similar cooking device other than in an open ventilated area or balcony of a Lot or otherwise in accordance with the directions of the Building Manager and, in all circumstances, must not operate any gas barbeque in any winter garden area of any apartment unless strictly in accordance with a specific approval granted and which barbeque shall fully comply with any engineering requirements related to reticulated gas,



sprinkler protection, exhaust ducting and flame shut-off valves. For the purposes of this rule, and without limiting the foregoing, under no circumstances shall an Member or Occupier of a Member's Lot operate a gas barbeque in a winter garden using a portable using a portable gas bottle;

- 4.1.11 Maintain inside a Lot anything visible from the outside of a Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
- 4.1.12 Install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
- 4.1.13 Allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- 4.1.14 Operate or permit to be operated on the Lot, any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Building;
- 4.1.15 Install bars, screens, grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation; and
- 4.1.16 Install an intruder alarm that emits an audible signal.

5 WINDOW FURNISHINGS

5.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 5.1.1 Install any curtains, awnings, window coverings or replacement blinds on the interior of any windows or doors in any Lot, which are visible externally unless the surface of such blinds that face directly face the outside of a Lot are either Sunscreen Roller Blinds (transparent mesh) – Colour White or Blackout Roller Blinds - Colour White, and are of the same or comparable quality and material and have otherwise been approved in writing by the Owners Corporation; and
- 5.1.2 Install any curtains or other coverings on the interior of any windows or doors in any Lot that are visible externally;

6 WASTE OR GARBAGE

6.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 6.1.1 Store or keep waste or garbage other than in the designated waste receptacles or waste disposal chutes within the Member's Lot or as otherwise directed by the Owners Corporation;
- 6.1.2 Put any waste in the waste receptacles or waste chutes within the Member's Lot or within Common Property that causes or is likely to cause a blockage.
- 6.1.3 Put any garbage or refuse anywhere on Common Property other than in garbage bins, garbage chutes or containers so designated by the Owners Corporation;
- 6.1.4 Put any type of waste or garbage in Owners Corporation garbage bins or containers other than the type of waste designated for those bins;
- 6.1.5 Put any waste or garbage in Owners Corporation bins or containers designated for use by members of the public;



- 6.1.6 Put any hard waste upon the Lot or the Common Property, without the prior written consent of the Owners Corporation;
- 6.1.7 Burn any rubbish or waste in or upon the Lot or the Common Property unless given written direction by the Building Manager or Owners Corporation; and
- 6.1.8 Throw, drop, or let fall any article or substance from or out of a Lot or the Common Property.

7 ALTERATIONS OF LOTS AND COMMON PROPERTY

7.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 7.1.1 Make any alteration, addition to, paint or decorate the exterior of a Member's Lot;
- 7.1.2 Carry out or permit to be carried out any building work (including but not limited to the removal of walls between Lots or the installation of cages in Storage Areas) unless:
 - a) At least 21 days' written notice of intention to carry out the work, accompanied by proper plans specifications of the work, has been given to the Owners Corporation by the Member who owns the Lot on which the work is proposed to be carried out;
 - b) The Owners Corporation gives its prior written approval of the work, which approval may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the cost of a building practitioner engaged by the Owners Corporation to consider such plans and specifications) of giving such approval including any additional costs incurred by the Owners Corporation in respect of extra work required to be undertaken by the Owners Corporation and the legal costs relating to the preparation of a Building Works Agreement if the Owners Corporation considers such agreement to be necessary, are to be paid by the Owner and such approval shall not be effective until such costs have been paid;
 - c) The work is carried out in accordance with such reasonable directions as the Owners Corporation may give;
 - d) Appropriate insurance is effected and maintained during the period of the building works to the satisfaction of the Owners Corporation, with evidence of such provided to the Owners Corporation;
 - e) The work is carried out by the contractor approved in writing by the Owners Corporation;
 - f) The Member signs an indemnity prepared by the Owners Corporation against all loss and damage caused directly or indirectly by the works;
 - g) The work complies with all laws; and
 - h) The work is carried out between 8:30am – 5:30pm Monday to Friday
 - i) The Owner shall make good immediately make good any damage to the Building, the Common Property, the services or any fixtures or fittings, which are caused by such works however failing this make good occurring to the satisfaction of the Owners Corporation, the Owners Corporation may make good in which case the Owner shall indemnify the Owners Corporation in making good such damage.

- j) The work does not detract or interfere with in any way the external appearance of the Building nor interfere with the business of any Occupiers of the building rights granted to those Occupiers.

7.1.3 Make any alteration or addition to any part of the Common Property or to attach or place anything to or in any part of it; and

7.1.4 Make any alteration to a Member's Lot which may cause or result in any damage or deterioration to the Building or any other Lot or the Common Property or which may otherwise adversely affect the use and enjoyment of the Building or other Lots and the Common Property by other Members or Occupiers.

8 SECURITY

8.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

8.1.1 Reproduce any keys or access devices issued by the Owners Corporation for the Common Property;

8.1.2 Do anything which may adversely affect the security protection of the Building or any Lot or Common Property including allowing a person not being a Member's or Occupier's visitor or person authorized by the Owners Corporation to enter the Common Property;

8.1.3 Duplicate the Security Key or permit it to be duplicated without the written consent of the Owners Corporation; and

8.1.4 Keep or leave open or permit any security door or security gate or the door into any stairwell to be kept or left open for any purpose whatsoever.

8.2 A Member must and must ensure that the Occupier of a Member's Lot will:

8.2.1 Notify the Owners Corporation of the name and contact details of any person using a Security Key to access the Building, and also promptly notify the Owners Corporation if a Security Key is lost or destroyed.

8.2.2 Secure the Member's Lot when it is unoccupied and comply with the Owners Corporation's and the Building Manager's reasonable directions about the Building's security;

8.2.3 At the Member's cost replace any security key which is issued to the Member by the Owners Corporation or the Building Manager; and

8.2.4 Upon request account for all security keys issued to the Member by the Owners Corporation or the Building Manager.

8.3 The Owners Corporation may charge a fee for any additional Security Key required by a Member.

8.4 The Owners Corporation has at its discretion the ability to limit the amount of Security Keys given to any one Lot.

9 CAR SPACE, MOTOR BIKES, BICYCLES, AND STORAGE SPACES

9.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

9.1.1 Except in the case where there is a designated storage space within a Car Space, use a Car Space for storage of any item outside of its intended use as a car parking facility;



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- 9.1.2 Use a Storage Space other than for storage of the Member's or Occupier's personal goods and materials;
- 9.1.3 Install or permit the installation of covering to any Storage Space other than as permitted by the Owners Corporation;
- 9.1.4 Permit oil leakages from any motor vehicle, trailer or motorcycle onto the Common Property and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the garage or other part of the Common Property after due notice has been given;
- 9.1.5 Store anything at heights greater than those reasonably advised by the Owners Corporation from time to time; and
- 9.1.6 Permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation or its agent for such purposes.
- 9.2 A Member must and must ensure that the Occupier of a Member's Lot will:
 - 9.2.1 Advise the Owners Corporation of the registration number of the motor vehicle to be parked in that Member's car park. Only the Member's designated motor vehicle can be parked at the Member's car park.
 - 9.2.2 Keep the Car Space clean and free of oil, coolant, brake fluid and water and permit The Owners Corporation to clean the Car Space (at the cost of the Owner) if the Member or Occupier fails to comply with its obligations under this Rule.
 - 9.2.3 Store all bicycles in the designated areas of the Common Property fitted with bicycle racks or other storage facilities and designated by the Manager or the Owners Corporation for that purpose;
 - 9.2.4 Not bring or move any bicycle into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property; and
 - 9.2.5 Only use the good lift for transportation of bicycles and designated bike paths in the Building for the use of bicycles.
 - 9.2.6 Store all motor bikes in the designated areas of the Common Property or other storage facilities and designated by the Manager or the Owners Corporation for that purpose; and
 - 9.2.7 Not bring or move any motor cycle into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property.
- 9.3 The lot owner will not hold the Owners Corporation responsible in any way in the event that a bicycle or motor cycle or any other equipment is stolen or damaged whilst stored on the Common Property.

10 PETS AND ANIMALS

- 10.1 A Member must not, and ensure the Occupier of a Member's Lot does not:
 - 10.1.1 Keep any animal within a Member's Lot without the prior written consent of the Owners Corporation;
 - 10.1.2 Bring or permit any person to bring any animal other than an animal approved by the Owners Corporation ("approved animal") into the Building;



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- 10.1.3 Exercise any animal on Common Property or allow any animal to roam free on Common Property and must remove any animal after the Building Manager has determined it is causing a nuisance;
- 10.1.4 Keep any animal on the Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.
- 10.2 In the case of an approved animal a Member must and must ensure that the Occupier of a Member's Lot will:
- 10.2.1 Provide the Owners Corporation with the microchip number
- 10.2.2 Provide the owners corporation with proof of registration with the local authority
- 10.2.3 Not keep any approved animal on a Lot balcony if its owner is not present;
- 10.2.4 Not fail to clean up animal faeces;
- 10.2.5 make good any damage caused to the common Property by the animal.

11 MOVING FURNITURE OR OTHER ITEMS

- 11.1 A Member must not, and ensure the Occupier of a Member's Lot does not:
- 11.1.1 Move furniture or other items likely to cause damage or obstruction through the Common Property or goods lift unless the Building Manager is given at least 48 hours prior notice and has approved the day and time of the proposed move and must not:
- a) Do so on a Sunday or public holiday;
 - b) Do so on a Saturday without paying the fee set by the Owners Corporation for any overtime attendance by the Building Manager or other personnel;
 - c) Permit any trades people to commence operations prior to making contact with the Building Manager;
 - d) Permit any furniture or other items to be brought into or out of the building other than via the goods lift or designated loading area;
 - e) Permit any vehicles to restrict access to the car park;
 - f) Permit any carriers to enter the Building other than via the designated area for goods delivery;
 - g) Conduct operations so as to unduly restrict access of other Members and Occupiers to lifts or lobbies or restrict access to fire escapes;
 - h) Place any furniture or other items in lifts other than as specified by the Building Manager and not until protective covers have been placed in the lift by the Building Manager;
 - i) Permit any furniture or other items to come into contact with the lift doors; or
 - j) Damage the common Property.
- 11.1.2 Occupiers will be liable to the Owners Corporation for any damage caused to the Building, goods lift or Common Property in the exercising of its rights in Rule 11.1 and will pay the



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costs or rectification of such damage or cleaning immediately after they have been notified. If any amount to be paid by an Occupier moving in or out is not paid within fourteen (14) days of the date moving (and the Occupier is not the Owner of the Lot), then the Owners Corporation may recover any amount owed from the Member of the Lot.

12 ACCIDENTS AND DEFECTS

12.1 A Member must and must ensure that the Occupier of a Member's Lot will:

12.1.1 Promptly notify the Owners Corporation and the Building Manager in writing of any accident occurring in the Building or on the Lots or Common Property or any defect in or damage to the Building, Lots or Common Property of which they become aware;

12.1.2 Promptly notify the Owners Corporation and the Building manager in writing of any breakage or defect in water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment of which they become aware; and

12.1.3 Compensate the Owners Corporation in respect of damage caused to the common Property or personal property vested in the Owners Corporation caused by that Member or its Occupier, guest or other invitee.

13 CLEANLINESS

13.1 A Member must and must ensure that the Occupier of a Member's Lot will:

13.1.1 Keep the Member's Lot clean and in good repair and condition; and

13.1.2 Take all reasonable steps to prevent infestation of the Member's Lot by vermin and insects.

14 SAFETY

14.1 A Member must and must ensure that the Occupier of a Member's Lot will:

14.1.1 Turn off all taps after use;

14.1.2 Turn off any gas appliances after use.

14.1.3 Ensure any vehicles, whether motorised or not, do not exceed 5km/hr whilst travelling along any Common Property

15 DIRECTIONS BY OWNERS CORPORATION

15.1 A Member must and must ensure that the Occupier of a Member's Lot will:

15.1.1 Obey all reasonable directions given by the Owners Corporation and the Building Manager in relation to the Common Property including, without limitation, for:

- a) The carriage of goods or furniture in lifts;
- b) The use of services and
- c) Rules of Use
- d) No smoking policies.

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16 DOORS AND WINDOWS

16.1 A Member must and must ensure that the Occupier of a Member's Lot will:

16.1.1 Replace all broken windows on balconies or terraces in a Member's Lot within 7 days for non-emergency repairs and immediately for repairs that may reasonably cause health and safety concerns.

16.1.2 Ensure that all external doors and windows are closed when the Member's Lot is not occupied;

17 EMERGENCIES

17.1 A Member must and must ensure that the Occupier of a Member's Lot will:

17.1.1 Participate in any emergency drill in the Building of which the Owners Corporation or Building Manager gives reasonable notice; and

17.1.2 Evacuate the Building immediately and in accordance with the directions of any representative of the Owners Corporation, Building Manager or any Emergency Services personnel when informed of an actual or suspected emergency.

18 CO-OPERATION

18.1 A Member must and must ensure that the Occupier of a Member's Lot will work with the Owners Corporation and the Manager to promote and ensure the proper and orderly working and operation of the Building, common facilities, Common Property and services contained therein.

19 FIRE SAFETY

19.1 A Member must and must ensure that the Occupier of a Member's Lot will:

19.1.1 Not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;

19.1.2 Ensure compliance with all statutory and other requirements relating to fire safety in respect of its Lot including allowing access to the Lot for inspection and maintenance of equipment and services (including range hood exhaust systems, smoke detectors and sprinkler systems); and

19.1.3 Ensure all smoke detectors installed in a Lot are properly maintained and tested and its batteries are replaced when necessary.

19.1.4 Ensure that any doors related to the lot, including but not limited to the front apartment door, comply with all relevant fire and safety Australian Standards.

20 SELLING OR LEASING ACTIVITIES

20.1 A Member must and must ensure that the Occupier of a Member's Lot will ensure that any selling or leasing agent of the Member's Lot does not place any exhibit or advertising sign or board at the entry way to the Lot, the Building, in common areas or on the footpath in front of the Building.

21 CONTROL OF COMMON PROPERTY

21.1 The Owners Corporation and the Building manager may close, lock or otherwise control the Common Property from time to time and may take all actions as they deem necessary or appropriate to prevent and prohibit that it considers in its absolute discretion undesirable from entering the Common Property.

22 WIND PRECAUTIONS

- 22.1 The Building is designed to withstand considerable wind velocity, but in order to ensure minimum effect or impact in the enjoyment of all Lots and the Common Property in times of high winds, a Member must and must ensure that the Occupier of a Member's Lot will:
- 22.1.1 Ensure that all windows and balcony doors and windows are firmly closed during periods of high winds;
- 22.1.2 Ensure that no loose items are left on balconies;
- 22.1.3 Ensure that no windows or terrace or balcony door is restrained or prevented from closing by any person or thing;
- 22.1.4 Observe and comply with any electronic warning and ensure that on leaving a Lot no window or balcony door is left unclosed;
- 22.1.5 Comply with wind management directions issued by the Owners Corporation and to promptly comply with any specific direction or request of the Building Manager from time to time in relation to closing of doors and windows;
- 22.1.6 Allow immediate or urgent access to a Member's Lot where the Building Manager becomes aware (by electronic door monitor or otherwise) that any door or window has been left open during high winds and the Building Manager determines that the doors and/or windows should be closed; and
- 22.1.7 Pay all costs and expenses of the Owners Corporation arising from any failure by a Member to comply with its obligations under Rule 22.

23 ADDRESS OF MEMBERS

- 23.1 Each Member must provide the Owners Corporation of an Australian postal address for service of documents and telephone number of the Member or if the Member is a company, the registered office of the company or if the member's lot is managed by a professional real-estate company the registered name of the real-estate company, address and phone number must be provided to the Owners Corporation.
- 23.2 Each Member must promptly inform the Owners Corporation of any change in the address and/or telephone number and/or the registered office as the case may be.

24 MEMBER'S MAIL

- 24.1 A Member must and must ensure that the occupier of a Member's Lot must not place any junk mail in any other Member's Lot or mail box of that Member's Lot.
- 24.2 A Member must and must ensure that the occupier of a Member's Lot regularly clears the mail box for that Member's Lot. If the mail box is located on Common Property and is not regularly cleared, a Member must allow and must cause the occupier of that Member's Lot to allow the Owners Corporation or the Building Manager to clear the mail box.

25 LEASE OF LOT

- 25.1 A Member who does not occupy its Lot must:
- 25.1.1 Provide to the Owners Corporation the name of the tenant occupying the Lot and the details of the person or company who is the Managing Agent of the Lot prior to the commencement of the tenancy;

25.1.2 Incorporate these rules in any lease, licence or other occupancy agreement granted over a Lot; and

25.1.3 Provide a copy of the rules of the Owners Corporation and a copy of all relevant building information to the tenant occupying its Lot.

25.1.4 Make reasonable attempts to ensure that the tenant occupying the Lot abides by the rules of the Owners Corporation

26 AIR CONDITIONING SYSTEM

26.1 Each Member must at its cost, maintain the air conditioning system situated within that Member's Lot or servicing that Member's Lot (where the air conditioning system is located elsewhere in the Building) in accordance with the manufacturer's instructions.

26.2 A Member or Occupier of a Lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.

27 ACCESS TO CLEANING APPARATUS

27.1 A Member must and must ensure that an Occupier of its Lots will at reasonable times and on reasonable prior written notice, allow the Owners Corporation and the Building Manager and their employees, agents and contractors access through its Lot to the cleaning apparatus to conduct cleaning and maintenance on the outside of the Building and Common Property.

27.2 The Owners Corporation, the Building Manager and their employees, agents and contractors in carrying out the cleaning and maintenance of the outside of the Building may:

27.2.1 Enter the Member's Lot (including any balcony);

27.2.2 Bring anything reasonably required for the purpose of cleaning and maintaining the outside of the Building onto the Lot or the balcony;

27.2.3 Enter the cleaning apparatus from the window or the balcony of the Lot for the purposes of cleaning and maintaining the outside of the Building; and

27.2.4 Enter the cleaning apparatus from the window or the balcony of the Lot for the purpose of conducting such repairs as may from time to time be required to the cleaning apparatus.

27.3 A Member must not interfere in any way with the cleaning apparatus.

27.4 The Owners Corporation and the Building Manager will ensure that as little inconvenience as possible to the Lot owner and any occupant of the Lot.

28 SIGNAGE (EXCLUDING COMMERCIAL LOT SIGNAGE)

28.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

28.1.1 Permit any placard, advertisement or signage in or upon the Member's Lot or upon the Common Property unless it obtains the prior written consent of the Owners Corporation and then only in accordance with the terms and conditions of that consent;

28.1.2 Permit any advertising material, logos, or sign writing to any external window or glazing or external solid façade of a Lot or the Building without obtaining the prior written consent of the Owners Corporation; and

28.1.3 Obstruct or otherwise interfere with lease, licence and other agreements entered into by or on behalf of the Owners Corporation relating to signage on the Common Property.

29 BREACH OF THE RULES OR RULES OF USE

29.1 A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.

30 RECREATION FACILITIES

30.1 A Member must not and must ensure that the Occupier of a Member's Lot:

30.1.1 Does not use the Recreation Facilities otherwise than in accordance with the Rules of Use applicable to those facilities; and without limiting the generality of Rule 29, the Building Manager and the Owners Corporation may prevent any Member, Occupier who breach the applicable Rules of Use, from using the Recreation Facilities;

30.1.2 Does not cause any damage to any items within the Recreation Facilities and will be liable to the Owners Corporation for any damage caused and will pay the costs of rectification of such damage or related cleaning immediately after having been notified by the Owners Corporation;

30.1.3 Does not bring any breakable materials in to the Recreational Facilities that may cause harm to others

30.1.4 Engage in any sexual activities or inappropriate behaviour whilst using the Recreational Facilities.

30.2 A Member must and must ensure that the Occupier of a Member's Lot leaves the Recreational Facilities clean and tidy and in good working order after use.

31 CHANGING ROOMS

31.1 A Member must not and must ensure that the Occupier of a Member's Lot does not use the changing room for the purpose of taking their daily bath or shower.

32 GYMNASIUM

32.1 A Member must not and must ensure that the Occupier of a Member's Lot, does not use the Gymnasium except in accordance with this rule:

32.1.1 Allow any Children under the age of 14 to use the gymnasium at any time unless supervised by an adult at all times;

32.1.2 Allow anyone who is not an owner or resident to use the gymnasium;

32.1.3 Consume alcohol and food in the gymnasium;

32.1.4 Allow anyone to Smoke in the gymnasium;

32.1.5 Be without a towel whilst using the gymnasium;

32.1.6 Use the gymnasium outside the hours of set by the Owners Corporation from time to time;

32.1.7 Use any equipment that are unfamiliar prior to receiving an induction on the use of such equipment from a professional;



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- 32.1.8 Users of the gymnasium are not permitted to play their own music in the gym if it disturbs the other users;
- 32.1.9 Personal trainers may accompany an Owner or Occupiers only after they have registered with the Concierge, supplying documentation of appropriate professional indemnity insurance certifying, and signing a disclaimer notice in favour of the Owners Corporation indemnifying the Owners Corporation from any legal liabilities;
- 32.1.10 Use the Gymnasium as a means of training clients who are not residents of the building;

33 SWIMMING POOL

- 33.1 A Member must not and must ensure that the Occupier of a Member's Lot does not use any swimming pool within the Common Property that they are permitted to use except in accordance with this rule:
 - 33.1.1 any Children under the age of 14 must be supervised by an adult at all times;
 - 33.1.2 alcohol and food consumption are not permitted within the swimming pool area;
 - 33.1.3 smoking is prohibited within the swimming pool area;
 - 33.1.4 all pool users must shower before entering the pool, and dry off when leaving the pool area;
 - 33.1.5 hours of use are set by the Owners Corporation from time to time;
- 33.2 Suitable bathing attire and footwear must be worn at all times;
- 33.3 Jumping, diving, running, ball games, noisy or hazardous activities are not permitted in the swimming pool area;
- 33.4 All users of the swimming pool do so at their own risk and undertake to fully indemnify the Owners Corporation from any and all forms of legal liabilities whatsoever;
- 33.5 Guests to a maximum of two (2) guests per Lot are permitted only as long as other lot owner or occupiers' rights to the use of the swimming pool are not curtailed.

34 LOUNGE

- 34.1 Members and Occupiers may book the lounge or dining facility for within the times set by the Owners Corporation from time to time and subject to a fair use policy
- 34.2 The lounge or dining must be booked in advance, in writing to the Concierge or Building Manager using the forms provided.
- 34.3 The lounge or dining must be kept clean after use and all lights and air conditioning must be switched off after use, furniture and equipment must always be left in its original place
- 34.4 The lounge or dining must not be used for business seminars, or rented out to a third party or use to conduct any activity which may attract complaints or may be deemed inappropriate.
- 34.5 Wash all cutlery, utensils / dishes and clean the sink after use
- 34.6 Remove all consumables if any, that is stored in the fridge after use.
- 34.7 Report any breakage or missing items as soon as possible to the Building Manager.



34.8 Clean all spillage and stains if any

34.9 Reimburse the Owners Corporation for any breakage or damage caused to any items in the lounge or dining .

34.10 Report any breakage or missing items as soon as possible to the Building Manager.

35 Garden & BBQ Area

35.1 A Member must not and must ensure that the Occupier of a Member's Lot does not;

35.1.1 Running, ball playing, noisy or hazardous activity is not permitted;

35.1.2 Use the Garden and BBQ area so as to not cause unreasonable inconvenience, disturbance or disruption on the rights or enjoyment of other lot owners or occupiers of the Owners Corporation.

35.1.3 All lot owners and occupier must ensure that they and all invitees and visitors comply with the Conditions of Use of all BBQ equipment and ensure it is operated in a safe and responsible manner at all times;

35.2 A Member must and must ensure that the Occupier of a Member's Lot will ensure that any areas utilised are left in a clean, neat, tidy and presentable manner;

35.3 All users of the area do so at their own risk and undertake to fully indemnify the Owners Corporation from any and all forms of legal liabilities whatsoever.

36 COMMERCIAL LOT SIGNAGE

36.1 A Commercial Lot Member must not and must ensure that the Occupier of a Commercial Lot Member Lot does not erect any signage, advertising, directory board or other attachment to the exterior façade of the Lot or the Building without the prior written consent of the Owners Corporation; and

36.2 Members and Occupiers of Commercial Lots may only erect signage on the inner face of the Lot which reflects a sophisticated, stylish façade and in keeping with the finishes of the Building and only with the prior written consent of the Owners Corporation.

37 DISPUTE RESOLUTION PROCEDURES

37.1 The grievance procedure set out in this rule applies to disputes involving a Member, or an Occupier or the Owners Corporation.

37.2 The party making the complaint must prepare a written statement in the approved form and serve a copy of the complaint on the Manager, secretary or the chairperson of the Owners Corporation and if appropriate, on any other party involved.

37.3 The Owners Corporation must be represented ("OC Representatives") for all dispute resolution purposes by one or more of:-

37.3.1 The Manager; or

37.3.2 The grievance committee; or

37.3.3 The chairperson;

37.3.4 The OC Representatives shall be entitled to make decisions on behalf of the Owners Corporation for purposes of compliance with Part 10 of the Act. These rules evidence the

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resolution of the Owners Corporation to delegate power to the OC representatives for all purposes to enable operation of these rules and in accordance with the Act.

- 37.4 If the OC Representatives decide to take action in respect of any alleged breach of an obligation imposed under the Act or the Regulations or these rules ("Breach"), the OC Representatives must give 28 days' notice to rectify the Breach to the person who allegedly committed the Breach ("Respondent") in accordance with Section 155 of the Act ("S155 Notice"). A copy of the S155 Notice must be given to the Member and Occupier of the Lot.
- 37.5 If the Respondent does not rectify the Breach within 28 days after the date of the S155 notice then the OC representatives may decide to give a final notice stating that the Respondent must within 28 days after the date of such final notice rectify the breach in accordance with section 157 of the Act ("Final Notice").
- 37.6 The OC Representatives may decide to apply to VCAT for an order requiring rectification of the Breach if the Respondent fails to comply with the Final Notice within the required time and must give the notices contemplated by section 157(3) of the Act of their decision.
- 37.7 At any time after the OC Representatives become aware that a complaint remains unresolved the OC representatives may in their sole and absolute discretion require the parties to attend a meeting to discuss the matter in dispute with the complainant and the respondent and:-
- 37.7.1 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting and each party shall have the right to make submissions and to be heard.
- 37.7.2 The parties must each:-
- a) Use their best endeavours to make available to the OC representatives all facts and circumstances required in order to consider and resolve the dispute or differences; and
 - b) Attend in person and ensure that their respective employees, agents or consultants are available to appear at the meeting.
- 37.8 The OC representatives shall be entitled to make reasonable directions to expedite adjourn or terminate any meeting or determination of this dispute resolution process as the OC Representatives in their sole discretion think fit on behalf of the Owners Corporation.

38 RECOVERY OF OUTSTANDING FEES AND OTHER MONEY DUE TO THE OWNERS CORPORATION

- 38.1 The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any Member of the Owners Corporation in any court of competent jurisdiction including for the purpose of bankruptcy or winding up of a company.
- 38.2 Rule 38.1 does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

38.3 In the event that a fire brigade is called out to attend a false alarm in the Building which is caused or contributed to by a particular Lot and the party has been identified either by fire brigade staff or the Building Manager (including security staff during afterhours), the Member or Occupier will be notified in writing of the event with any relevant evidence. Should the fire brigade charge a fee on the false alarm call-out, the relevant Member(s) of the Lot or Occupier will be liable for all such costs and invoiced with such invoice to be paid within 14 days. The Member or Occupier may seek recovery, as applicable, from the any contributing parties including but not limited to their invitees, licensees or their tenants or tenants' invitees, licensees whoever it might be.

38.4 Should a Member have any outstanding fees, levies, charges or other money due to the Owners Corporation, including any such fees or other money due to the Owners Corporation by the Occupier of that Member's Lot,, the Owners Corporation may restrict access to Recreation Facilities within the building, until such time as those monies have been paid in full.

39 COSTS

39.1 All costs and expenses arising out of any breach by a Member, or an Occupier of a Lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable by any Member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation on an indemnity basis.

40 MISCELLANEOUS

40.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

40.1.1 Do anything whereby any policy of insurance taken out by the Owners Corporation may become void or voidable or which may make the Owners Corporation liable for increase in premium;

40.1.2 Contravene any requirement or any authority having jurisdiction over the Building and/or the Member's Lot.

41 SKY LOUNGE

41.1 A Member must not and must ensure that the Occupier of a Member's Lot does not use the Residents Sky Lounge otherwise than in accordance with the Rules of Use applicable to the Residents Sky Lounge;

41.2 If the Owners Corporation considers that there is availability, it will permit the owners or occupiers of the Specified Sky Lounge Access Lots to use only those areas of the Residents Sky Lounge designated by the Owners Corporation for private dining and private Lounge, and accompanying toilets and kitchen facilities (**Private Dining and Private Lounge**) subject to the following:

41.2.1 the owner or occupier of the Specified Sky Lounge Access Lot must pay a fee to Owners Corporation No 7 for the right to use the Private Dining and Private Lounge (such fee to be determined by Owners Corporation 7); and

41.2.2 the owner or occupier of Specified Sky Lounge Access Lot must comply with the Rules of the Owners Corporation.

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I, ANDREW YATES, AS SECRETARY OF THE OWNERS CORPORATION,
CERTIFY THESE RULES AS A TRUE AND CORRECT RECORD

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

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IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Melcorp Strata Pty Ltd

L17/501 Swanston St MELBOURNE VIC 3000 ABN: 88 065 174 677

Ph: 03 8638 1822 Email: info@melcorpstrata.com.au

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Balance Sheet - O/Corp 633144U "PRIMA TOWER" 35 QUEENSBRIDGE STREET, SOUTHBANK, VIC 3006 For the Financial Period 01/05/2023 to 20/11/2023

633144U-1

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
PS633144U	\$500,848.27	\$8,822.62	\$509,670.89
Macquarie Bank BSB: 183-334 Acc No: 291803641			
PS633144U OC1 - 1 MAINT TD	\$0.00	\$111,672.16	\$111,672.16
Macquarie Bank BSB: 183-334 Acc No: 253306039			
Accounts Receivable	\$12,936.50	\$0.00	\$12,936.50
Levies Receivable	\$175,960.91	\$11,599.27	\$187,560.18
Petty Cash	\$1,000.00	\$0.00	\$1,000.00
Receivable-Insurance Claims	\$17,522.36	\$0.00	\$17,522.36
Refunds Payable (GST)	\$90.69	\$0.00	\$90.69
Total Assets	\$708,358.73	\$132,094.05	\$840,452.78
Liabilities			
Accounts Payable	\$374.82	\$0.00	\$374.82
Accounts Payable (GST Free)	\$30,132.28	\$(1,521.28)	\$28,611.00
BAS Clearing	\$0.52	\$0.01	\$0.53
Levies in Advance	\$17,779.69	\$590.58	\$18,370.27
Other Payable - FFN	\$6,442.86	\$0.00	\$6,442.86
Refunds Payable	\$997.59	\$0.00	\$997.59
Unidentified Deposits	\$710.91	\$0.00	\$710.91
GST Clearing Account	\$42,410.79	\$3,113.65	\$45,524.44
Total Liabilities	\$98,849.46	\$2,182.96	\$101,032.42

Balance Sheet - O/Corp 633144U
"PRIMA TOWER"
35 QUEENSBRIDGE STREET, SOUTHBANK, VIC 3006
For the Financial Period 01/05/2023 to 20/11/2023

633144U-1

	Administrative	Maintenance	TOTAL THIS YEAR
Liabilities (Continued)			
Net Assets	\$609,509.27	\$129,911.09	\$739,420.36
Owners Funds			
Opening Balance	\$50,242.02	\$314,911.02	\$365,153.04
Fund Transfer	\$246,000.00	\$(246,000.00)	\$0.00
Net Income For The Period	\$313,267.25	\$61,000.07	\$374,267.32
Total Owners Funds	\$609,509.27	\$129,911.09	\$739,420.36