

FORM 2

Reg. 220 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

Form 2

NOTIFICATION OF MAKING, AMENDMENT OR REVOCATION OF RULES

To the Registrar

Body Corporate Plan No. PS501271A

Attached is a copy of—

1. The rules of the body corporate currently in force.
2. The special resolution passed on 6 December 2005 under regulation 220 of the Subdivision (Body Corporate) Regulations 2001 authorising the making amendment or revocation of the additional rules of the body corporate.

Dated on the 17 day of ^{January} ~~December~~ 2006

Executed under Common Seal of the Body Corporate PS501271A in the presence of the sole member being Alderdale Pty Ltd (ACN 098 839 242) by its authorised officers.

was here affixed in accordance with Regulation 311 of the Subdivision (Body Corporate) Regulations 2001 + in accordance with a resolution dated 6/12/2005



MS
Signature of Sol Sapir
Director of Sole Body Corporate Member

Signature of Jan Sloane
Director of Sole Body Corporate Member *Jan*

Note 1: In accordance with regulation 311 of the Subdivision (Body Corporate) Regulations 2001, the seal of the body corporate must be—

- (1) affixed in the presence of 2 members of the body corporate; and
- (2) each member of the body corporate who witnesses the affixing of the common seal must record next to the seal that he or she has witnessed the affixing of the seal by—
 - (a) signing his or her name; and
 - (b) printing in full his or her name and address; and
 - (c) stating the capacity in which he or she has witnessed the affixing of the seal.

Note 2: Rules must not be inconsistent with any Victorian Act.

**BODY CORPORATE
PS 501271A**

**STANDARD AND ADDITIONAL
RULES**

"THE HALLMARK"

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PART ONE

STANDARD RULES

Reg. 104 and 219 *Subdivision (Body Corporate) Regulations 2001*

USE OF COMMON PROPERTY AND LOTS

A member must not and must ensure that the occupier of a member's lot does not-

- (a) use the common property or permit the common property to be used in such manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- (b) 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 body corporate; or
- (c) use or permit a lot affected by the body corporate to be used for 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; or
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate; or
- (e) make or permit to be made any noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8:00am; or
- (f) keep any animal on common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

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PART TWO

ADDITIONAL RULES

BODY CORPORATE RULES

Body Corporate Rules including Swimming Pool and Car Park Areas

1. DEFINITIONS & INTERPRETATION:-

1.1 Definitions:

In these rules unless the context indicates a contrary intention:

"Act" means the *Subdivision Act 1988*;

"Building" means the building constructed on the Land;

"Building Manager" means a company and its representatives being appointed to manage the day to day operational requirements of the Building;

"Grand Prix" means the Melbourne Formula One Grand Prix held at Albert Park Lake or any similar car race.

"Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

"Land" means the whole of the land described in the Plan;

"Manager" means the person for the time being appointed by the body corporate as its Body Corporate Manager or if no person is for the time being appointed, the secretary of the body corporate;

"Plan" means plan of subdivision No. PS 501271A

"Proprietor" means a member of a lot.

"Security Key" means a key, magnetic card or other security device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

1.2 Interpretation:

In these rules unless the context indicates a contrary intention:

1.2.1 headings are for convenience only and shall not affect interpretation,

1.2.2 words denoting any gender shall include all genders,

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- 1.2.3 an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,
- 1.2.4 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
- 1.2.5 a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification or re-enactment thereof or any replacement legislation,
- 1.2.6 a reference to a body corporate includes any elected committee of the body corporate, and
- 1.2.7 a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.

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

2. BEHAVIOUR

- 2.1 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot, from common property or from any property external to the land must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.
- 2.2 A proprietor or occupier of a lot must not:
 - 2.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
 - 2.2.2 obstruct the lawful use of common property by any person.
 - 2.2.3 without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4:00pm to 9:00am on weekdays.
 - 2.2.4 permit persons under his or her control to consume alcohol, illegal substances or take glassware onto the common property.
 - 2.2.5 dispose or permit the disposal of cigarette butts, cigarette ash or any other

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materials over balconies or in common property.

2.2.6 permit any persons under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

2.2.7 permit any persons under the control of that person to use, on the common property, any skateboards, roller skates, roller blades or similar.

2.2.8 smoke on or in the common property.

3. SERVICES

3.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:

3.1.1 the structural integrity of any part of the common property is impaired; or

3.1.2 the provision of services through the lot or the common property is interfered with in any way.

3.1.3 any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

4. MOVING

4.1 Residents intending to move furniture in or out must not:

4.1.1 do so without notifying the Building Manager at least 48 hours prior to the proposed move and without receiving approval from the Building Manager for the day and time of the proposed move;

4.1.2 do so on a Sunday;

4.1.3 do so on a Saturday without paying the fee set by the Manager for the overtime attendance of the Building Manager.

4.2 Residents moving furniture in or out at any time must not:

4.2.1 permit any carriers or trades people to commence operations prior to their making contact upon arrival with the Building Manager;

4.2.2 permit any furniture or items to access or exit the building other than via the basement;

4.2.3 permit any vehicles to restrict access to the car park;

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5

- 4.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.
 - 4.2.5 place any furniture or items in a lift other than that specified by the Building Manager and, in any event, not until protective covers have been placed in the lift by the Building Manager;
 - 4.2.6 permit any furniture or other items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door;
 - 4.2.7 damage the common property.
- 4.3 The resident moving in or out of the building will be liable to the body corporate for any damage caused to the property in doing so. If any amount to be paid by a resident moving in or out is not paid within 14 days of the date of moving (and that resident is not the proprietor of the lot), then the body corporate may recover the amount owed from the proprietor of the lot.
- 4.4 The hour in which residents may move into or out of a lot will be at the sole discretion of the Body Corporate Committee.
- 4.5 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 4.6 A proprietor or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 4.7 Without limiting the generality of the foregoing rules, a proprietor or occupier of a lot may only move articles likely to cause damage into or out of the building through the basement car park lobby via the Park Street basement entrance.
- 4.8 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.
- 4.9 A proprietor or occupier of a lot shall pay a surety, the amount of which will be determined by the Manager, prior to moving in or out of the building. Any damaged caused as a result of the move in or out will be deducted from the surety and the balance of which will be refunded within 7 days of the completion of the move.

5. INTERFERENCE

A proprietor or occupier of a lot must not:

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6

- 5.1 without the written authority of the body corporate or its Manager, interfere with the operation of any plant and equipment owned by the body corporate installed on the common property.
- 5.2 without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 5.3 modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.
- 5.4 enter any plant room without the consent of the body corporate.
- 5.5 modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the body corporate.
- 5.6 install nor permit the installation of covering to any storage areas other than as permitted by the body corporate.
- 5.7 replace any floor coverings which will create undue noise to adjoining proprietors or occupiers
- 5.8 not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate to a third party from time to time.
- 5.9 interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.

6. DAMAGE

- 6.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any part of the common property.
- 6.2 A proprietor or occupier must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the body corporate insurance policy.

7. DEFECTS

A proprietor or occupier of a lot must immediately notify the body corporate, its Manager or representative of the Manager on becoming aware of any damage to or defect in the common property or any property of the body corporate.

8. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

- 8.1 The body corporate may take measures to ensure the security, and to preserve the safety of the common property and the lots affected by the body corporate from fire or other

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7

hazards and without limitation may:-

- 8.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;
- 8.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and
- 8.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots
- 8.1.4 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots;
- 8.2 A proprietor and occupier of a lot must abide by any actions taken by the body corporate in accordance with these rules.
- 9. **FIRE**
 - 9.1 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements, including those of the body corporate, relating to fire and fire safety in respect of the lot.
 - 9.2 A proprietor or occupier of a lot must not use interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
 - 9.3 A proprietor or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
 - 9.4 A proprietor or occupier of a lot must ensure that they do not cause a false alarm of fire and in the event that the body corporate incurs a charge from the responsible fire authority due to the non compliance of the above by a proprietor or occupier then the body corporate shall be entitled to recover the amount of the charge or charges from the member or occupier concerned.
- 10. **STORAGE**
 - 10.1 Storage cages may only be lined with black shade cloth.
 - 10.2 A proprietor or occupier of a lot must not except with the prior written consent of the body corporate and at their own risk, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle; or

- 10.3 A proprietor or occupier of a lot must not install a storage cage without first obtaining the written consent of the body corporate, which consent may be refused or granted on certain conditions by the body corporate at its absolute discretion.
- 10.4 A car park lot cannot be used for any purpose other than for the parking of a motor vehicle, motor bike, trailer or similar.

11. INSURANCE

A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

12. SECURITY AND SECURITY KEYS

- 12.1 A proprietor or occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.
- 12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.
- 12.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the proprietor or the body corporate.
- 12.3 A proprietor or occupier of a lot in possession of a Security Key must not without written consent from the body corporate duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor or occupier and is not disposed of otherwise than by returning it to the proprietor or the body corporate.
- 12.4 A proprietor or occupier of a lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed.

13. CLEANING

A proprietor or occupier of a lot must:

- 13.1 keep that lot clean and in good repair.
- 13.2 ensure its car parking space(s) and nearby property are free of oil and like substances. The body corporate reserves the right to clean any common property near his or her car space which is stained by oil, petrol or a like substance and charge that proprietor or occupier for the cost. The body

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corporate will give fourteen (14) days notice of its intention to do such cleaning.

14. SIGNS, BLINDS AND AWNINGS

A proprietor or occupier of a lot must not:

- 14.1 without the prior written consent of the body corporate erect or affix any sign or notice to any part of the common property unless approved by the body corporate.
- 14.2 Install or permit the installation of any window coverings that are viewable from outside the building other than in accordance with the following specifications:
 - Sunscreen Roller Blind – colour charcoal
 - Slimline Venetian Blinds - colour gunmetal grey
 - Timber Venetians - painted in mid to dark grey tones
 - Blackout Roller Blinds - colour mid to dark grey
- 14.3 Install or permit the installation of any awnings other than as approved by the body corporate.
- 14.4 allow the erection of any for sale or for lease or licence or sub-lease boards or signs of any description on the common property.

15. APPEARANCE

15.1 Without limiting any other of these rules, a proprietor or occupier of a lot must not:

- 15.1.1 without prior written consent of the body corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building;
- 15.1.2 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 body corporate;
- 15.1.3 operate or permit to be operated on the lot or within it 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;
- 15.1.4 without the prior written consent of the body corporate attach to or hang from the exterior of the lot any aerial or any security device or wires;
- 15.1.5 install or operate any intruder alarm which emits an audible signal;
- 15.1.6 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the lot or

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common property.

- 15.1.7 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and
- 15.1.8 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.
- 15.1.9 install any air conditioning unit in a lot other than in a place nominated by the body corporate.
- 15.1.10 install any pipes, wiring, cables or the like to the external face of the Building.
- 15.1.11 place any washing, towel or other article on a lot so as to be visible from the common property.

16. PAINTING AND FINISHINGS

A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

17. RUBBISH

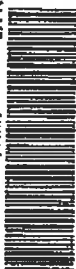
- 17.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 17.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:
 - 17.2.1 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and
 - 17.2.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - 17.2.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate; and
 - 17.2.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property.

18. BODY CORPORATE CONSENT

A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including (without limitation), a

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condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

19. COMPLAINTS AND COMMUNICATIONS

Any complaint or application to the body corporate must be addressed in writing to the Manager, or where there is no Manager, the secretary of the body corporate.

20. VEHICLES AND BICYCLES

- 20.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the body corporate from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.
- 20.2 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.
- 20.3 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.
- 20.4 A proprietor or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than Hallmark on St Kilda Road.
- 20.5 A proprietor or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the body corporate or the Manager.
- 20.6 A proprietor or occupier of a lot must not park within those allocated spaces for visitors parking.
- 20.7 A proprietor or occupier of a lot must not:
- 20.7.1 permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Manager from time to time; and
 - 20.7.2 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Manager for such purpose and fitted with bicycle racks from time to time.

21. COMPLIANCE

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- 21.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 21.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- 21.3 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 21.4 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.

22. BUILDING AND CONSTRUCTION

- 22.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to a body corporate member's lot except in accordance with the following requirements:
 - 22.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;
 - 22.1.2 The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;
- 22.2 The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:
 - 22.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and
 - 22.2.2 Supplies to the body corporate such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total

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building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

22.2.3 Receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of building consultants engaged by the body corporate to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

22.2.4 Pays such reasonable costs to the body corporate;

22.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;

22.4 Without limiting the generality of sub-paragraph 22.3 the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

22.4.1 building materials must not be stacked or stored in the front side or rear of the Building;

22.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

22.4.3 construction work must comply with all laws of the relevant Government Agencies;

22.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state

22.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

22.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:

22.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the body corporate;

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14

and

- 22.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;
- 22.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the body corporate in the case of common property;
- 22.7 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;
- 22.8 The proprietor or occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.
- 23. SIGNS**
- A proprietor or occupier of a lot must not allow the erection of any for sale or for lease or licence or sub-lease boards or signs of any description on the common property or visible from the common property.
- 24. SERVICES**
- The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the lot owner or occupier causing the damage or blockage.
- 25. ACCESS**
- 25.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the body corporate or the committee of the body corporate and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner in cases where such leakage or defect is due to any act or default of the said lot owner of his or her invitees). The committee of the body corporate, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience

to the lot owner or occupier as is reasonable in the circumstances.

- 25.2 The proprietor agrees immediately in the case of an emergency or otherwise on seven (7) days notice to provide unconditional access to the lot for the purposes of repairs and maintenance of the building. The proprietor must give or cause any tenant they have grant this access promptly.
- 25.3 For the purposes of window cleaning in the building, the proprietors of the penthouse apartments will provide access on seven (7) days notice to the penthouse rooftop gardens to enable window cleaners to attach ropes and clean the windows of the building. Such access will be supervised by the resident building manager.
- 25.4 If access is not provided by these times, on a further written notice being provided the Body Corporate manager may obtain access pursuant to these provisions without liability and obtaining such access for the purposes of this clause is not a trespass nor does it give rise to any civil action.

26. ANIMALS

- 26.1 A proprietor or occupier of a lot may keep an animal or bird in his or her lot and may allow any animal access to the common property.
- 26.2 If any animal causes a nuisance the body corporate may give notice to remove the animal from the lot or common property. The proprietor/occupier must remove the animal immediately upon receipt of the notice from the body corporate
- 26.3 A proprietor or occupier of a lot must ensure that any animal in his/her control is kept on a lead, carried or in a cage while on common property.
- 26.4 A proprietor or occupier of a lot must ensure that animals enter and leave the property through the basement and not through the main entrance lobby

27. BUSINESS

- 27.1 The proprietor or occupier of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so unless:
- 27.1.1 the trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and occupiers of other lots; and
- 27.1.2 any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- 27.1.3 the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot.

28. GYMNASIUM/SWIMMING POOL

AE137776P

25/01/2006 146.20 SA-R



28.1 The following conditions apply to the use of any gymnasium or swimming pool area(s) ("the Area") as designated from time to time by the body corporate ("Gymnasium and Swimming Pool") which must be observed by the Proprietor or occupier of a lot:

- 28.1.1 children may not enter the Gymnasium but may use the Swimming Pool area only if accompanied and supervised by an adult at all times;
- 28.1.2 glass objects, drinking glasses and sharp objects are not permitted in the Area;
- 28.1.3 This Area is for use by Residents and their guests, although guests are to be accompanied by a Resident at all times;
- 28.1.4 Only persons that have had a fitness evaluation undertaken can use any of the gym equipment;
- 28.1.5 Smoking and alcohol is not permitted in or around the Area;
- 28.1.6 Suitable footwear should be worn in the Area;
- 28.1.7 Please dry off before leaving the Pool Area;
- 28.1.8 Please turn off all lights and air conditioner when you leave;
- 28.1.9 Residents must provide their own towels to use on the gym equipment;
- 28.1.10 For the hygiene of all users of the Swimming pool you must shower first;
- 28.1.11 Any damaged equipment must be notified to the Manager;
- 28.1.12 Running, ball playing, noisy or hazardous activities are not permitted in or around the Area;
- 28.1.13 Pool equipment must not be operated other than in accordance with the stipulation's (if any) the body corporate may make from time to time.

AE137776P

25/04/2006 \$46.20 SA-R



- 28.2 All proprietors and occupiers of a lot must ensure that when in the gym area they wear appropriate clothing at all times and suitable foot wear. All equipment must be used with a towel and wiped down after use. No wet swimming gear is to be worn in the gym area.
- 28.3 A Manager may be appointed by the body corporate to operate the gymnasium/swimming pool area and provide supervised training to members and visitors. No member may use any gym equipment without first arranging a consultation with the Manager.

29. GRAND PRIX AND SPECIAL EVENT PERIODS

The body corporate committee may from time to time make any restrictions, rules or prohibitions to apply during the above periods including to the car parking areas.

30. COMPLIANCE / BREACH

- 30.1 Any breach of a rule or regulation will entitle the body corporate to issue proceedings and / or impose such fine or penalty as they deem appropriate from time to time as is advised to proprietors and occupiers.
- 30.2 The proprietor or occupier of a lot shall on demand compensate the body corporate in full in respect of any damage to the common property or property of the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.
- 30.3 The proprietor or occupier of a lot shall on demand pay all costs including legal costs of the Body Corporate incurred by the Body Corporate as a result of any breach of any rule.
- 30.4 The proprietor or occupier of each lot shall (jointly and severally) indemnify, release and hold harmless the Body Corporate in relation to all or any costs, expenses, actions, liabilities and / or damages that the Body Corporate may suffer, sustain or incur as a result of any breach by the proprietor or occupier (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a proprietor not owning any particular lot anymore or an occupier not occupying any lot anymore.
- 30.5 The body corporate will in addition to any legal proceeding be able to charge a member penalty interest on outstanding levies or other charges that is no more than 2% per annum less than the rate for the time being fixed under Section 2 the Penalty Interest Rates Act 1983.

31. SPECIAL RULES FOR THE DEVELOPER

31.1 Definitions

In the Rule:-

"Developer" means Alderdale Pty Ltd (ACN 098 839 242) and any of the Developer's Mortgagee.

"Developer's Mortgagee" means any person or corporation who has taken from the Developer a mortgage or charge over any lot and each of the successor's in title to those persons or corporations.

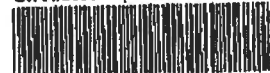
31.2 Special Rights for the Developer

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the lots and common property and nothing in these Rules will prevent or hinder the Developer from selling any lot and without limitation the Developer may:-

- (a) use any lot as a display lot to assist in the marketing and sale of other lots;

AE137776P

25/01/2006 \$46.20 SA-R



- (b) place anywhere on the common property signs and other materials relating to sale of lots;
- (c) conduct in a lot or anywhere on the common property an auction sale of a lot;
- (d) use in any way it considers necessary any part of the common property for the purposes of selling lots;
- (e) use in any way it considers necessary any part of the common property to facilitate completion of construction works.

31.3 Members Consent

Every Member hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Member.

31.4 Body Corporate's obligations

The Body Corporate must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the lots and common property by the Developer and sale by the Developer of lots and without limitation the Body Corporate must for those purposes sign all necessary consents to permits required by the Developer and must close off from access by members and occupiers parts of the common property when it is necessary to do so.

AE137776P

25/01/2006 \$46.20 SA-R



BCPS 501271A
'Hallmark Apartments'
2 Albert Road
South Melbourne 3004

**Minutes of the First Meeting of Body Corporate PS 501271A
held at 388 Punt Road, South Yarra
on Tuesday, 6th December, 2005 at 10.00 a.m.**

Premises: 'Hallmark Apartments', 2-14 Albert Road, South Melbourne 3205
the address of which will be more commonly known as 2 Albert
Road, Melbourne 3205

Present: Sol Sapir on behalf of Alderdale Pty Ltd
Robert Evans of THE KNIGHT Body Corporate Professionals

Proxy: Alderdale Pty Ltd in the name of Sol Sapir

In Attendance: Lee Wolveridge, Fetter Gdanski

1. It was noted that the Plan of Subdivision No: 501271A was registered by Land Registry Victoria and that the registered proprietor of all Lots is Alderdale Pty Ltd. As Alderdale Pty Ltd is the only member of the body corporate, the requirement for 14 days notice before the Annual General Meeting is hereby waived.

Accordingly Alderdale Pty Ltd has the capacity to exercise all the powers of the Body Corporate pursuant to the Subdivision Act 1988, Sale of Land Act and Regulations thereunder.

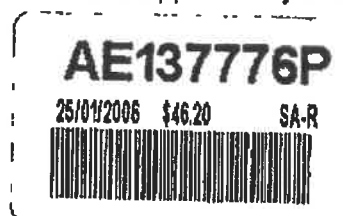
2. Alderdale Pty Ltd being the sole member of the body corporate resolves as follows:

Resolution 1: The requirement for 14 days notice before this meeting is waived.

Resolution 2: It was resolved that Sol Sapir be appointed as Chairman of the meeting.

Resolution 3: It was resolved that THE KNIGHT Body Corporate Professionals (THE KNIGHT), Ground Floor, 2 Glenferrie Road, Malvern be appointed as manager of the Body Corporate for a term of thirty six (36) months.

It was resolved to complete and formalise the appointment of the Manager by the Body Corporate executing the Form 4 Subdivision (Body Corporate) Regulations 2001 tabled at and approved by the meeting.



Resolution 4: Alderdale Pty Ltd is to provide the following to THE KNIGHT:

- (1) the full name and address for service of notice of each member of the Body Corporate;
- (2) a copy of the Plan of Subdivision and all related building plans and other similar documents;
- (3) names of trades people, companies and suppliers who provided warranties or guarantees on any matter for which the Body Corporate is responsible and copies of such warranties and guarantees; and
- (4) the common seal for the Body Corporate.

It is to be noted that THE KNIGHT has a copy of the Subdivision Act 1988 and the Subdivision (Body Corporate) Regulations 2001 (The Regulations).

Resolution 5: It was resolved by special resolution and according to Regulation 215 to provide body corporate insurance as follows:

Insurer:	To be advised
Policy/Cover Note No:	To be advised
Building Value:	\$56,000,000
Loss of Rent:	\$8,400,000
Public Liability:	\$20,000,000
Common Property:	\$300,000
Office Bearers:	\$5,000,000
Excess:	\$100

It was noted that the Builder still has possession of the site, occupancy permits have not issued and the Builder has an obligation to insure the building. Given that insurers will not issue body corporate insurance without an occupancy permit and the body corporate has been noted as an interested party insurance as set out above would be taken out on the day the occupancy permit is issued.

Resolution 6: It was resolved that a sign in compliance with Regulation 314(4) of The Regulations be erected and/or affixed to the Premises, visible to Body Corporate members and the public within fourteen (14) days of the occupancy permit issuing.

Resolution 7: THE KNIGHT has been consulted about the estimated budget for the Body Corporate and has suggested the following costs including GST are likely to occur for year one (1) only:

AE137776P

25/01/2006 \$46.20 SA-R


	\$
Cleaning	50,000
Insurance	48,000
Maintenance Contracts	67,200
Management – Body Corporate	41,000
Building	182,146
Repairs & Maintenance	10,000
Office Set Up	2,854
Sundry	5,000
Telephones	8,000
Utilities	105,000
Total	\$519,200
Plus GST	51,920
Total	\$571,120

Accordingly the Body Corporate agrees that the body corporate fees to become effective from ten (10) days after the issue of the first occupancy permit for an apartment will be \$74.60 per unit of liability.

Resolution 8:

It was resolved that the fees payable by Lot owners shall be as set out in the fee schedule above.

The fees will be recovered as follows:

It was resolved that the financial year would be from 1 January to 30 December each year noting that year one will be from ten (10) days after the issue of the first occupancy permit for an apartment to 31 December 2006.

Levies to 31 March 2006 will be paid by the Purchaser upon settlement and adjusted against the Vendor as appropriate at the time of settlement.

Levy invoices will then be issued quarterly from 1 April, 2006.

Resolution 9:

It was resolved that the Standard Rules under Regulation 219 be amended pursuant to Regulation 220 by the addition of the rules that were tabled at the meeting which are to be lodged with and registered by the Land Titles Office as soon as possible.

Owners of the Lots are reminded of their obligations to provide a copy of the Rules and any amendment to the Rules of the Body Corporate to all occupiers of their Lots.



Resolution 10: It was resolved to appoint a Committee of Management as soon as practicable.

Confirmed as a true and correct record of the meeting:

Chairman:

