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Lodged by: Community Living Management
Phone: 9670 3533
Address: PO Box 187 CLIFTON HILL VIC 3068

FORM 2

Reg. 220 Subdivision (Body Corporate) Regulations 2001
Subdivision Act 1988

NOTIFICATION OF MAKING, AMENDMENT OR REVOCATION OF RULES

To the Registrar

Body Corporate 1 Plan No. 539595 J

Attached is a copy of:

1. The rules of the body corporate currently in force.
2. The special resolution passed on 17 July 2006 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 5 December 2007



The Common Seal of Body Corporate 1 Plan 539595 was hereto affixed in accordance with Regulation 311 of the Subdivision (Body Corporate) Regulations 2001 and in accordance with a special resolution dated in the presence of:-

Name: DAVID DEVINE
Address: 85 COVENTRY ST SOUTH
Body corporate member MELBOURNE

Name: KEN WOODLEY
Address: 85 COVENTRY ST SOUTH
Body corporate member MELBOURNE



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RESIDENTIAL PROPERTY DEVELOPMENT • RESIDENTIAL CONSTRUCTION • REAL ESTATE MARKETING
PROPERTY MANAGEMENT

18 January 2008

Registrar of Titles
Land Victoria
570 Bourke Street
MELBOURNE VIC 3000

Attention: Bob Grimwood

Dear Sir

Change of Owners Corp Rules AF543393H
Plan No.: PS539595j (Owners Corporation No. 1)

We understand that you have requested clarification and confirmation regarding the authority of signatories to the lodgement made in regard to change of rules for "Moorookyle" OC No. 1.

The owners of all lots at the time that the owners corporation resolved to lodge consolidated rules was UPL (Tarneit) Pty Ltd which has been acquired by Moorookyle Devine Pty Ltd and, as the sole proprietor and sole member of the owners corporation at the time, the signatories to the Form 2 are each directors of the company which is the owner of all lots.

As a person entitled to execute documents under seal for Moorookyle Devine Pty Ltd I confirm the veracity of the signatories of the Form 2 being David Devine and Kenneth Woodley, each of whom are also persons entitled to execute documents under seal for Moorookyle Devine Pty Ltd and UPL (Tarneit) Pty Ltd.

Accordingly I have sealed this document on behalf of Moorookyle Devine Pty Ltd and forward it as an addendum to the Form 2 lodged previously, verifying that David Devine and Kenneth Woodley have executed that document in their capacity as directors for and representatives of the sole lot owner and member of the owners corporation.

Yours sincerely,


Tony Hewson
Senior Development Manager
Devine Communities

Signed under the common seal for Moorookyle Devine Pty Ltd
and as witness to the affixing of the common seal for Owners Corporation No, 1 PS539595

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Minter Ellison Lawyers Attn: Angela Watts
GPO Box 769g
Melbourne VIC 3001

Remove this top section if desired before framing



Certificate of Registration on Change of Name



This is to certify that

UPL (TARNEIT) PTY LIMITED

Australian Company Number 109 116 298

did on the twenty-eighth day of September 2007 change its name to

MOOROOKYLE DEVINE PTY LTD

Australian Company Number 109 116 298

The company is a proprietary company.

The company is limited by shares.

The company is registered under the Corporations Act 2001 and is taken to be registered in Victoria and the date of commencement of registration is the seventeenth day of May, 2004.

Issued by the
Australian Securities and Investments Commission
on this twenty-eighth day of September, 2007.

Anthony Michael D'Aloisio
Chairman

CERTIFICATE

"A"

BODY CORPORATE RULES

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BODY CORPORATE NO 1 PLAN 539595

1. OBJECTIVES

The Rules are to be interpreted having regard to the following objectives of the Developer:

- 1.1 Providing a community centre with recreational facilities for the exclusive use and enjoyment of residents of the Moorookyle estate. The centre is a not for profit operation financed entirely from fees payable by the members of the body corporate raised in accordance with the provisions of the Subdivision Act and other subdivisional legislation.
- 1.2 Enhancing the amenity of every Lot forming part of the Development;
- 1.3 Protecting and improving the investment of each Member;
- 1.4 Maintaining and enhancing any landscaping for which the Body Corporate is responsible within the land contained in the Plan of Subdivision;
- 1.5 Protecting and maintaining the existing flora and fauna on adjoining land;
- 1.6 Ensuring compliance with the Moorookyle Design Guide;
- 1.7 Empowering the Developer to act on behalf of all Members to achieve all of the above objectives until such time as the Developer ceases to be the owner of any Lot or any part of a Lot on the Plan of Subdivision and any land in the Development;

2. DEFINITIONS

"Body Corporate Rules" means these rules;

"Committee" means the committee appointed pursuant to Regulation 305 of the Regulations.

"Common Property" means that part of the land contained in any stage of Plan of Subdivision which is not included in a Lot, a Road or a Reserve.

"Council" means the City of Wyndham

"Developer" means UPL (Tarneit) Pty Ltd as the original owner and developer of the Lots or its assignee.

"Development" means the 62 hectares of land located at north eastern corner of Davis Road and Sayers Road, Tarneit and known as the Moorookyle Estate.

"Lot" means any lot on the Plan of Subdivision.

"Manager" means the body corporate manager appointed by the Body Corporate pursuant to the Body Corporate Rules.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Occupier" means any person occupying or in possession of a Lot and can include a Member.

"Plan of Subdivision" means Plan of Subdivision PS 539595.

"Settlement Date" means the date of transfer of any Lot on the Plan of Subdivision by the Developer to a Member.

"Moorookyle Architectural Review Committee" means a committee appointed by the Body Corporate for the purposes of assessing compliance by Members with the Moorookyle Design Guide.

"Moorookyle Design Guide" means the document so titled in relation to the design of the built form to be constructed on the Lots and all other development of the Lots prepared by the Developer and approved by the Council as amended from time to time by ordinary resolution of the Body Corporate with the consent of the Council if necessary.

"Regulations" means the Subdivision (Body Corporate) Regulations 2001.

3. MANAGER

3.1 The Body Corporate may appoint the Manager (but is not obliged to) to be responsible:

- (a) for the management and maintenance of the Common Property;
- (b) the administration and enforcement of the Body Corporate Rules; and
- (c) the collection of fees.

3.2 The terms and conditions of the Manager's employment may be reviewed by the Members at the annual general meeting and otherwise from time to time in special meetings.

3.3 The Manager may delegate or arrange for certain functions of the Body Corporate to be undertaken by Body Corporate No 2 or Body Corporate No 3 or by another third party.

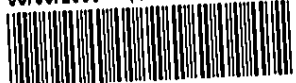
4. DEVELOPMENT OF A LOT

4.1 Each Member of the Body Corporate must do the following:

- (a) not commence any works on a Lot unless and until plans and specifications of such works have been submitted to and approved in writing by the Moorookyle Architectural Review Committee. All plans submitted for approval must be of a minimum A3 size.

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- (b) comply with the Moorookyle Design Guide.
- (c) allow a representative of the Moorookyle Architectural Review Committee to conduct such investigations as reasonably deemed necessary of any works in progress on a Lot for the purpose of ascertaining compliance with the Moorookyle Design Guide and the approved plans and specifications for such works and with any of the Body Corporate Rules.
- (d) ensure that landscaping complies with the Moorookyle Design Guide.
- (e) pay all costs incurred by the Body Corporate in respect of the enforcement of these Body Corporate Rules in respect to the construction of a residence on the Member's Lot.
- (f) expeditiously complete construction of and maintain a residence on a Lot following commencement of its construction to the satisfaction of the Moorookyle Architectural Review Committee within 18 months of the Settlement Date.
- (g) maintain the Lot and the nature strip by cutting grass and keeping the Lot and the nature strip in a safe and tidy condition to the satisfaction of the Moorookyle Architectural Review Committee until completion of the residence on the Lot.
- (h) not object to or appeal against any form of approval being granted for a medium density residential lot provided that the approval complies with the Moorookyle Design Guide.

5. AMENITY CONTROLS

5.1 A Member must not, and must ensure that an Occupier does not:

- (a) Breach the Moorookyle Design Guide;
- (b) Breach the Site Refuse Guidelines;
- (c) Use the Common Property or the common facilities (or permit them) in a manner which is an unreasonable interference with or prevents use by other Members or Occupiers or their families, invitees or visitors;
- (d) Obstruct lawful use of the Common Property, the pathways and drives and any easement which provides access to each and every Lot;
- (e) Deposit other than in proper receptacles in the area specified for such purpose by the Body Corporate or throw or store upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Member or Occupier of any Lot or other person lawfully using the Common Property;

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- (f) Fail to comply with any reasonable direction or request of any person employed by the Body Corporate;
- (g) Do or suffer to be done or allow to be done any act matter or thing where any policy of insurance on the Common Property may become void or voidable or which may increase the premium payable in respect of such insurance;
- (h) Smoke or permit any person to smoke in or on the Common Property except in designated areas;
- (i) Hold private parties on the Common Property unless the Manager consents in writing and then only on the terms and subject to the conditions specified in that consent.

5.2 A Member must not, and must ensure that an Occupier or visitor does not:

- (a) Use any residential lot for any purpose other than as a residence (as defined by Wyndham Council) in accordance with current Wyndham Council planning regulations or conduct activities at the lot which cause a nuisance to other residents. The use of the lot must not breach Wyndham Council or other statutory authorities' regulations that protect residents against nuisance caused by the activities of others. The body corporate reserves the right to seek enforcement of compliance to statutory and regulatory guidelines where the appropriate regulatory authority declines to take action.
- (b) Carry out or allow on a lot or on any road or any other land in the vicinity of a lot any dismantling, assembling, repairs or restorations of any type of motor vehicle unless carried out at the rear of a residence on a lot in a location which is screened from public view.
- (c) Neglect (as determined by the Moorookyle Architectural Review Committee) the maintenance and care of the following:
 - any residence or garage or outbuildings constructed on a lot; and
 - any open areas which are visible to the public or neighbouring residences.

Where the body corporate pursues enforcement of its Rules through the courts all costs associated with the action shall be recoverable from the member giving rise to the action as a debt to the body corporate.

6. MOOROOKYLE ARCHITECTURAL REVIEW COMMITTEE

- 6.1 The Body Corporate may appoint the Moorookyle Architectural Review Committee on registration of the Plan of Subdivision or any other later date.
- 6.2 The Moorookyle Architectural Review Committee may convene at any time after its appointment.

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- 6.3 The Moorookyle Architectural Review Committee must consist of at least 2 but no more than 5 persons.
- 6.4 Membership of the Moorookyle Architectural Review Committee will be determined from time to time by the Body Corporate 1 Committee.
- 6.5 Persons appointed to the Moorookyle Architectural Review Committee do not need to be members of the Body Corporate.

7. FEES

- 7.1 Members are to pay six monthly in advance prior to the first day of July and January all fees determined by the Body Corporate including the Member's pro rata contribution to any sinking fund established by the Body Corporate.
- 7.2 Body Corporate 1 and Body Corporate 2 will raise fees from any associated limited body corporate in such a way that fees to all Moorookyle bodies corporate payable by an owner will be consolidated on one account notice. This consolidated account notice will be issued by the associated limited body corporate and where there is no associated limited body corporate, the consolidated account notice will be issued by Body Corporate 2.
- 7.3 If a Member fails to pay the fees on the due date interest is payable at the rate prescribed in the relevant body corporate statutes and regulations.

8. RELATIONSHIP WITH OTHER BODIES CORPORATE

- 8.1 Body Corporate No 1 is an unlimited Body Corporate. It is required to be the registered owner of all common property even though some Members of Body Corporate No 1 may not have any rights to use, maintain or administer the common property. The Members of Body Corporate No 1 acknowledge that they will not interfere in the activities of other bodies corporate nor withhold any consent for changes to common property boundaries contained in other bodies corporate.
- 8.2 Body Corporate 2 and Body Corporate 3 may enter into agreements relating to the shared use of some common property such as the Civic Square so that both Bodies Corporate obtain the maximum benefit of such areas.
- 8.3 Members of Body Corporate No 3 do not have any entitlement to use any of the common property.

9. INSURANCES

- 9.1 Body Corporate No 1 will undertake its responsibilities in respect of Regulations 212 & 213 and will insure any buildings on its common property and public liability cover. Where there are buildings which do not meet the terms applied in Regulation 212 (3), each member must arrange for the member's own building and liability covers arising out of the improvements to their lot in accordance with Regulation 216. Where construction within the subdivision makes it necessary for the body corporate to take out building cover (where any lot or common

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property is located above or below common property or another lot) the responsibility for meeting compliance with Regulation 212 (3) will be transferred to the respective limited body corporate. In this instance Regulation 217 relieves Body Corporate 1 from an obligation to insure buildings.

10. VEGETATION AND TREE CONTROLS

- 10.1 All Members or Occupiers must comply with the Vegetation Protection Overlay affecting the land contained in the Plan of Subdivision.
- 10.2 All Members or Occupiers are not permitted to plant any plant that is listed in the Prohibited Plant Species List or any plant that the Body Corporate by unanimous resolution resolves to add to or delete from the Prohibited Plant Species List.
- 10.3 All Members must use their best endeavours to ensure minimal impact on the vegetation listed in the Vegetation Protection Overlay.
- 10.4 Each Member acknowledges that if vegetation that is contained in the Vegetation Protection Overlay is damaged so that the damage is likely to detrimentally affect the health or normal life span of the vegetation, a monetary amount may be due to Council.
- 10.5 The Body Corporate and the Member that caused the damage to the vegetation indemnifies the Developer for all such amounts due to Council pursuant to Rule 9.4 provided that the Developer did not cause or contribute to the damage.

11. CAR PARKING

- 11.1 All Members must not park or allow to be parked any vehicle on a Lot or any road or any other land contained in the Plan of Subdivision that is not designated for car parking.

12. NON-COMPLIANCE WITH MOOROOKYLE DESIGN GUIDE

- 12.1 In the event of a dispute about compliance by a Member with the Moorookyle Design Guide the decision of the Moorookyle Architectural Review Committee is final and binding on the Member. No Member has a right to appeal against, may seek a review of or otherwise challenge a decision of the Moorookyle Architectural Review Committee.

13. DISPUTE RESOLUTION

- 13.1 If a Member has not complied with the Body Corporate Rules within 14 days after service of a notice by the Body Corporate or by the Manager specifying any non-compliance with the Body Corporate Rules and the non compliance relates to the non-performance of any works required to be performed by a Member pursuant to the Body Corporate Rules the Member agrees:
 - (a) To allow the Body Corporate, the Manager, its employees, contractors or agents to enter into the Lot and rectify the non-compliance;

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- (b) If the Body Corporate exercises its power to rectify the non-compliance to pay to the Body Corporate any charges levied against the Member in respect of the cost of the works performed as a result of the non-compliance which (until paid) are and shall remain a charge on the Lot;
- (c) Accept a certificate signed by the Secretary to the Body Corporate as proof of the costs and expenses incurred by the Body Corporate to rectify the Member's non-compliance with the Body Corporate Rules;
- (d) Pay interest on all moneys outstanding under the Body Corporate Rules from the date the moneys were due and payable until they are repaid in full as provided in clause 7.3 of these rules.

13.2 If any dispute arises in relation to these Body Corporate Rules between individual Members which is not capable of being rectified by the Body Corporate at the Member's cost, the dispute must be referred to the Committee within 7 days of the dispute arising. The Committee must then make a recommendation that will be final and binding on the Members.

13.3 If a dispute arises in relation to these Body Corporate Rules between the Body Corporate and a Member and is not a dispute that is covered by Rule 12.1, the Body Corporate must refer the dispute to the then current President of the Real Estate Institute of Victoria (or its equivalent) for resolution. The Member must bear the cost of obtaining a ruling from the Real Estate Institute of Victoria. This ruling will be final and binding on the Members and Body Corporate.

14. OBSERVANCE OF RULES

14.1 The duties and obligations imposed by these Body Corporate Rules on a Member or Occupier must be observed not only by the Member or Occupier but by the tenants, sub-tenants, guests, servants, employees, agents, children, invitees and licensees of all Members or occupiers.

14.2 Each Member and Occupier must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the quiet enjoyment of any other Lot by the Member or occupier of any other Lot or of any persons lawfully using the Common Property.

15. POWER OF BODY CORPORATE TO ENTER INTO AGREEMENTS

15.1 The Body Corporate has the power to enter into agreements:

- (a) For the management, maintenance and repair of the Common Property to ensure that the Common Property is maintained to a quality, design and standard consistent and compatible with the quality, design and standard of the Development as a whole;
- (b) For the enhancement of the amenity of each Lot including but not limited to agreements with LaTrobe University, local community clubs, local golf courses and schools.

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- 15.2 The Body Corporate may enter into agreements with wholesale suppliers of utilities, including but not limited to, electricity, water and gas, and services such as insurance and information technology, to provide those utilities and/or services to each Member;
- 15.3 If the Body Corporate can provide these utilities and services to the Members, at a standard that is similar or equal to the standard provided by other suppliers in Victoria and at a price that is generally regarded by the community to be reasonable, each Member is bound to buy that particular utility or service from the Body Corporate.

16. GRANT OF ATTORNEY

- 16.1 Each Member of the Body Corporate must (if the Member has not already done so or if called upon the Developer to do so) immediately do the following:
- (a) Grant to the Developer an attorney exercisable from the Settlement Date until the Developer is no longer registered and is no longer entitled to be registered as proprietor of one or more Lots on the Plan of Subdivision or any land in the Development.
 - (b) Grant the attorney on terms that:
 - (i) The Member irrevocably appoints the Developer as his attorney with power to do all matter of things of every kind and nature which the Member could do if personally acting as a Member of the Body Corporate;
 - (ii) The Member ratifies and agrees to ratify everything done or caused to be done by the Developer as Attorney under such power of attorney; and
 - (iii) The Member indemnifies each Attorney on demand against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers and authorities conferred by the power of attorney.

17. MOOROOKYLE COMMITTEE

- 17.1 The Developer, while in the process of undertaking development work and marketing the sale of lots, has an obligation to purchasers (both previous and future) to deliver promised outcomes and, consequently, the Developer will exercise its voting entitlements to ensure those outcomes which it believes are in the best interests of the present and future residents of the Moorookyle estate and present and future members of the body corporate. It will achieve this primarily by exercising its voting powers at general meetings and at committee meetings.
- 17.2 It is in the best interests of the residents and members that there is broad representation of resident members on the body corporate committee.

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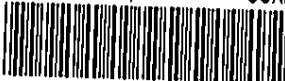
- 17.3 In order to accomplish the above two, potentially conflicting, objectives the Moorookyle Committee elected to administer the affairs of Bodies Corporate 1 & 2 and the Moorookyle community will consist of lot owners except for two positions which will be occupied by nominees of the Developer.
- 17.4 The decisions of the committee will be subjected to the acceptance of the Developers' representatives who will have the authority to revoke any decision which, in their opinion, compromises the development or marketing plans and strategies of the Developer.
- 17.5 The provisions of this section will apply until the earlier of the Developer relinquishing its rights to appoint representatives to the committee or the Developer ceasing to hold title to any lot; and

18. STANDARD RULES TO APPLY

- 18.1 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 a manner as to unreasonably interfere with or prevent its use by other Members or occupants of Lots or their families or visitors;
 - (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;
 - (c) Use or permit a Lot affected by the Body Corporate 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;
 - (d) Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Body Corporate;
 - (e) Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8.00 am;
 - (f) Keep any animal on the 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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