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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

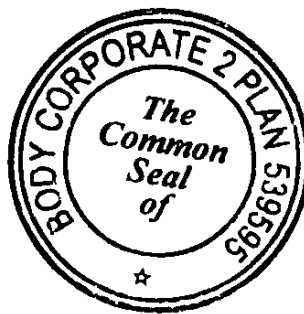
To the Registrar

Body Corporate 2 Plan No. 539595 J

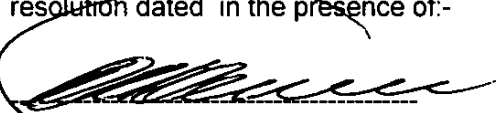
Attached is a copy of:

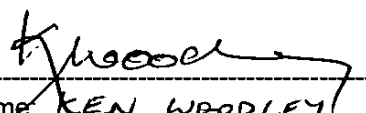
1. The rules of the body corporate currently in force.
2. The special resolution passed on 17 July 2006 under regulation 220 of the Subdivision (Body Corporate) Regulations 2001 authorising the making amendment or revocation of the additional rules of the body corporate.

Dated 5 December 2007



The Common Seal of Body Corporate 2 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


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

Devine®

Communities

Places you'll love to call home

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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 AF543408W
Plan No.: PS539595j (Owners Corporation No. 2)

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. 2.

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

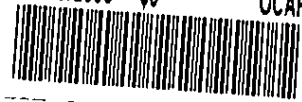
Tony Hewson
Senior Development Manager
Devine Communities



Signed under the common seal for Moorookyle Devine Pty Ltd
and as witness to the affixing of the common seal for Owners Corporation No, 2 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.

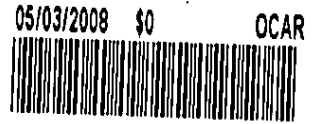
Issued by the
Australian Securities and Investments Commission
on this twenty-eighth day of September, 2007.

Anthony Michael D'Aloisio
Chairman

CERTIFICATE

"B"

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BODY CORPORATE RULES

BODY CORPORATE NO 2 PLAN 539595

(RECREATION CLUB LIMITED BODY CORPORATE)

1. OBJECTIVES

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

- 1.1 Enhancing the amenity of every residential Lot forming part of the Development;
- 1.2 Providing funding for the Moorookyle Recreation Club to be built on the Common Property which is to be for the benefit of each Member
- 1.3 Providing guidelines for use of the community recreational facilities;
- 1.4 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 the 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 73 hectares of land located in Waiora Road, Macleod 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 for Body Corporate No 1.

"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 Stage 1 of 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 Body Corporate No. 1 for the purposes of assessing compliance by Members with the Moorookyle Design Guide.

"Moorookyle Recreation Club" means the club to be constructed on the Common Property to be used by Members.

"Moorookyle Recreation Club Operator" means an operator of the Moorookyle Recreation Club appointed by the Body Corporate in accordance with the Body Corporate Rules.

"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. MOOROOKYLE RECREATION CLUB OPERATOR

3.1 The Body Corporate has the power to appoint the Moorookyle Recreation Club Operator and enter into an agreement which regulates the terms and conditions of that appointment and sets out the basis on which the Moorookyle Recreation Club is to be operated.

3.2 The Body Corporate may delegate or arrange for certain functions of the Body Corporate to be undertaken by the Moorookyle Recreation Club Operator.

3.3 The Members may review the terms and conditions of the Moorookyle Recreation Club Operator's appointment at the Body Corporate annual general meeting and otherwise from time to time in special meetings.

4. SINKING FUND

4.1 A sinking fund may be established to cover the cost of replacing capital items and abnormal items associated with the Moorookyle Recreation Club which have not been included in the normal yearly budget.

4.2 The original basis of such sinking fund will be calculated using normally accepted accounting principles based on estimated useful life of the original capital equipment or at rate agreed by the Members at the Annual General Meeting.

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4.3 The amount to be charged to Members as their contribution to the Sinking Fund will be in accordance with their lot liability and will be determined at each Annual General Meeting.

5. FEES

5.1 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.

5.2 Body Corporate 2 account notices will be issued half yearly and payable in advance prior to the first day of October and April.

5.3 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.

6. INSURANCES

Body Corporate No 2 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.

7. EXTERNAL APPEARANCE OF RESIDENCES

Each Member or Occupier must comply with the Moorookyle Design Guide with regard to the external appearance of the residences.

8. DISPUTE RESOLUTION

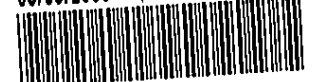
8.1 If a Member has not complied with the Body Corporate Rules within 14 days after the service of a notice by the Body Corporate or by the Manager specifying any non-compliance with the Body Corporate Rules and the non-compliance relates to the non-performance of any works required to be performed by 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;

(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;

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- (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 at the rate as provided in Clause 5.3 of these rules on all moneys outstanding under the Body Corporate Rules from the date the moneys were due and payable until they are repaid in full.

8.2 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.

8.3 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 10.2, 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.

9. OBSERVANCE OF RULES

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

9.2 Each Member or 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 any persons lawfully using the Common Property.

10. MOOROOKYLE RECREATION CLUB

The Moorookyle Recreation Club will provide a range of recreation, cultural and health programs and facilities such as a Members' bar and lounge, swimming pool, barbecue area, tennis court, gymnasium and could also include arts programs, teenagers and children's activities and/or other activities which are considered by the Moorookyle Recreation Club Operator to be appropriate. The Recreation Club will also provide a facility that residents can reserve for private functions provided that they meet and observe any guidelines established by the body corporate for the booking and use of the facility.

11. TENNIS COURTS

The tennis courts are only available for use at times permitted by the Body Corporate.

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12. **MOOROOKYLE COMMITTEE**

- 13.1 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.
- 13.2 It is in the best interests of the residents and members that there is broad representation of resident members on the body corporate committee.
- 13.3 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.
- 13.4 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.
- 13.5 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

13. **STANDARD RULES TO APPLY**

- 13.1 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 purposes 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 or 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;

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- (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 8:00am;
 - (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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