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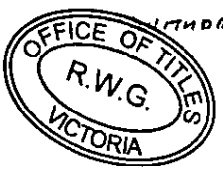
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SECTION 138 of the OWNERS CORPORATION ACT 2006

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NOTIFICATION OF MAKING, AMENDMENT OR REVOCATION

Lodged by:

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To the Registrar

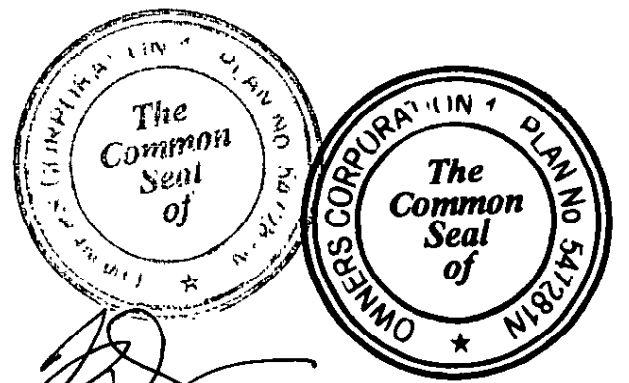
Owners Corporation No. 1 Plan 547281N

Attached is a copy of:

1. The rules of the body Corporate currently in force.
2. the special resolution passed on 31 January 2008 pursuant to Section 138 (2) of the owners Corporation Act 2006 authorising the amendment or revocation of the additional rules of the Owners Corporation.

DATED: 7th March 2008

The COMMON SEAL of OWNERS CORPORATION NO. 1 PLAN 547281N was affixed in accordance with S.138(2) of the Owners Corporation Act 2006 and in accordance with a special resolution dated 31 January 2008 in the presence of:



Signed: [Signature]
Name: Ralph Charles Robinson
Address: 1503/666 Chapel Street, St. Yarra
Director

Signed: [Signature]
Name: John Reginald Dwyer
Address: 9 Hilda Crescent, Hawthorn
Director

MG. Executed by the authorised persons who can sign on behalf of Jayral Golf Pty Ltd.

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**Additional Rules
Silverwoods Yarrowonga**

Owners Corporation No 1

(All Members)

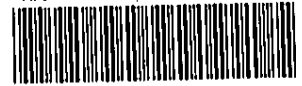
Silverwoods

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Operative provisions

1 Introduction

- 1.1 These rules have been prepared for the purpose of Section 27E of the Subdivision Act 1988.
- 1.2 These rules are intended to assist the efficient management and administration of the roadways, car parks, landscaping and recreational facilities located on the common property and to coordinate the use of the lots in accordance with the design objectives set out in Schedule 1.
- 1.3 These rules apply to Members of Owners Corporation No 1.
- 1.4 The owners of any units or apartments in any hotel or apartment block are members of both this owners corporation and another owners corporation devoted exclusively to their complex.
- 1.5 Severability
- If any rule or part of a rule is or becomes void or unenforceable then that rule or part will be severed from these rules, with the intent that all parts of these rules that are not or do not become void or unenforceable will remain in full force and effect unaffected by any severance.

1.6 Interpretation

- (a) In these rules, except to the extent that the context otherwise requires:
- (i) words importing the singular include the plural and vice versa and words importing a gender include other genders;
 - (ii) a reference to any person includes a reference to any individual, company, owners corporation, association, partnership, firm, joint venture, trust and governmental agency; and
 - (iii) a reference to an act of Parliament or to any regulation will be read as if the words and any statutory modification or re-enactment of it or substitution for it were added to the reference.
- (b) headings will be disregarded in the interpretation of these by-laws.

1.7 Definitions

In these rules –

Act means the Owners Corporation Act 2006.

Committee means the committee of the Owners Corporation appointed by it under the Act.

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Building Guidelines means the Silverwoods Yarrowonga Building Guidelines for the construction of improvements on the Estate.

Committee's representative means a member of the Committee appointed by it from time to time to represent it.

Common Property has the same meaning as that of "common property" under the Act and includes all improvements fixtures and fillings erected, or which are on the common property.

Contractor means any contractor engaged from time to time by the Owners Corporation including (without limitation) the person engaged to collect and dispose of garbage.

Design Review Committee means the Silverwoods Architectural Review Committee established by the Developer to administer the Building Guidelines

Developer means Jayral Golf Pty Ltd ACN 108 145 268

Lot means a lot in the Owners Corporation Plan and includes any lot created by a subsequent group titles plan of re subdivision and Lots has a corresponding meaning.

Manager means a manager appointed by the Owners Corporation.

Member means any owner of a Lot and includes where the context allows, that person's tenants, guests, invitees, servants and agents.

Occupier means the legal occupant from time to time of a Lot.

Owners Corporation means the owners corporation incorporated on registration of the Plan and includes, where the context allows, the Committee and the agents, servants or representatives of the owners corporation.

Owners Corporation Plans means the Plans for each of the Stages to be submitted for registration with Plan of Subdivision No PS547281N.

Plan of Subdivision means plan of subdivision PS547281N.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Lot.

Vehicle includes a motor cycle, bicycle and golf cart.

Walkway includes Boardwalk.

2 Owners Corporation Manager

- 2.1 The Owners Corporation shall appoint a Manager to be responsible for the management and maintenance of the Common Property, the administration of these rules and the collection of fees.
- 2.2 The terms and conditions of the Manager's employment shall be determined and reviewed by the Members at the annual general meeting and otherwise from time to time in special meetings.
- 2.3 The Manager or the Owners Corporation may delegate or arrange for certain functions of the Owners Corporation to be undertaken by the manager or operator of the golf course or any hotel or other apartment block in the estate.

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3 Design Review Committee

- 3.1 The Owners Corporation shall appoint a Design Review Committee to be responsible for approving any building or works for which approval is required under these rules.
- 3.2 The terms and conditions of the Committees shall be determined and reviewed by the Members at the annual general meeting and otherwise from time to time in special meetings.
- 3.3 The Developer will set the design standards in accordance with the principles set out in Schedule 1.

4 General Use of Common Property

- 4.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:-
 - (a) use the Common Property or the common facilities or permit the Common Property of the common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or occupiers of Lots or their families or visitors; or
 - (b) use any water ways including any lakes which form the Common Property for any recreational or sporting activity such as sailing; or
 - (c) park or leave a Vehicle 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 Owners Corporation; or
 - (d) drive any Vehicle on the Common Property at a speed in excess of any speed nominated by the Owners Corporation; or
 - (e) use or permit the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Estate 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
 - (f) make or permit to be made any undue noise in or about the Common Property; or
 - (g) raise, breed, keep or take on to the Common Property dogs, (subject to the provisions of the Guide Dogs Act 1972) cats, fish, birds, horses or animals, except where specifically authorised by these rules or the Owners Corporation; or
 - (h) store or keep waste or garbage other than in proper receptacles or in an area specified for such purpose by the Owners Corporation.
- 4.2 A Member must do or cause to be done the following –
 - (a) give the Owners Corporation prompt notice of any breakages or defects in the water supply, electricity or fire protection and/or other service facilities located on Common Property provided to service his or her lot or the Common Property or both;
 - (b) notify the Owners Corporation of the private address and telephone number of the Member (if the Member shall be a corporation then of the manager or secretary thereof) and promptly notify the Owners Corporation of any changes in such address and telephone number;

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- (c) keep all garbage and refuse placed on the Common Property for collection in tightly secured containers in conformity with hygiene regulations of the Owners Corporation and/or the Moira Shire Council and remove such garbage and refuse from his or her Lot only by way of that part of the Common Property as is designated and at such times as shall be designated by the Owners Corporation; and
- (d) return to the Owners Corporation on the sale of his or her Lot all keys and key cards for locks and doors or other facilities on the Common Property.

5 Sinking Fund

- 5.1 A Sinking Fund ("the Sinking Fund") shall be established to cover the cost of replacing capital items and abnormal items associated with the recreational facilities, roadways and the lakes foreshore which have not been included in the normal yearly budget.
- 5.2 The original basis of such a Sinking Fund shall be calculated using normally accepted accounting principles based on estimated useful life of the original capital equipment, or at a rate agreed by the Members at the Annual General Meeting.
- 5.3 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.
- 5.4 Any additions to or withdrawals from the Sinking Fund will be accounted for separately from any other funds by the Owners Corporation. At no time, including on the sale of a Lot, will any amount within the Sinking Fund be reimbursed to a Member, however nothing shall preclude the making of a transfer from the Sinking Fund to the general fund consequent upon a special resolution of Members.

6 Fees

- 6.1 Members are to pay in advance prior to the first day of July, October, January and April all fees determined by the Owners Corporation including the Member's pro rata contribution to the Sinking Fund and such payment is to be made by way of a permanent bank order from an account held by the Member with a bank.
- 6.2 If a Member fails to pay the fees on the due date an administration charge equal to 10% of the fee overdue plus interest at the current overdraft rate of the bank at which the Owners Corporation operates its account(s) plus 4% shall accrue on the unpaid fees from the due date for payment until the fees are paid.

7 Relationship with Other Owners Corporations

- 7.1 Owners Corporation No 1 is an unlimited owners corporation applying over the entire Estate. As such it is required to hold any titles of common property administered by other owners corporations even though it has no rights to use maintain or administer the common property of those owners corporations. The Members of Owners Corporation No 1 acknowledge by unanimous resolution that they will not interfere in the activities of other owners corporations nor withhold any consent for changes to common property boundaries contained within other owners corporations.

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- 7.2 Owners Corporation No 1 also agrees to act as agent for all other owners corporations in the insurance of common property in other owners corporations.

8 Recreation Areas

- 8.1 This provision relates to any swimming pool and pool area, tennis courts, pavilion and recreation club located on Common Property No 1 or any other Common Property in any stage of the development of the Estate (if any).
- 8.2 The use of any facilities on common property No 1 is restricted to use by Members, Occupiers and a small number of Guests at any one time (not exceeding 4 per Member). Guests must be accompanied by a Member or Occupier.
- 8.3 Children under the age of 12 must be accompanied by and supervised at all times by an adult. Glass, crockery or any breakable utensils are not permitted in these recreation areas, unless approval is given for a specific function by the Owners Corporation.
- 8.4 Noisy, boisterous or rough play in the pool areas is not permitted.
- 8.5 The pool and pool area is available for use only between:
 - Monday – Thursday 6:00 am to 10:00 pm
 - Friday 6:00 am to 12:00 midnight
 - Saturday 7:00 am to 12:00 midnight
 - Sunday 7:00 am to 10:00 pm
- 8.6 The tennis courts are only available for use at times determined by the Owners Corporation.
- 8.7 The recreation club is available for use at times determined by the Owners Corporation.
- 8.8 Guests must concede priority to Members and Occupiers in the use of the pool or pool equipment such as chairs, lounges, umbrellas and cushions.

9 Recreation Area-Functions

- 9.1 This provision relates to the use of Owners Corporation facilities referred to in 8.1.
- 9.2 Prior written approval for these areas to be used for a specific function is to be obtained by the Member/Occupier at least 14 days prior to the event from the Owners Corporation. The Owners Corporation may refuse approval.
- 9.3 A maximum of 50 persons, including hired staff, is allowed unless a higher maximum is approved for a specific function by the Owners Corporation.
- 9.4 A fee is to be paid in advance by the Member or Occupier to cover the estimated cost of public lighting, power and water used. This fee will be set annually by the Owners Corporation.
- 9.5 The Member or Occupier who makes a booking is responsible for preparing the area, all costs involved during the function and any subsequent cleaning.
- 9.6 Guests are to depart no later than 12:00 midnight, unless otherwise agreed by the Owners Corporation.

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- 9.7 If the pool requires to be drained for cleaning as a result of the function, the Member of Occupier is responsible for reimbursement of costs of cleaning and refilling the pool.
-

10 Road Paths and Access Ways

- 10.1 Roadways on Common Property may be used by Vehicles and by pedestrians.
- 10.2 Certain pathways will be designated by signs and by plans as only available for golf carts, bicycles and pedestrians and suitable control devices may be permanently erected to prevent normal vehicular access.
- 10.3 Some access ways may be designated as pedestrian only.
- 10.4 No Vehicle may be driven directly onto the golf course without the prior consent of the Owners Corporation.
-

11 Water Licences

- 11.1 The Owners Corporation may sub-licence from the Developer any water licences offered to it provided such sub-licence fee is at commercial rates. The Owners Corporation must strictly comply with the terms of any sub-licence of a water licence.
-

12 Lake Mulwala Walkways

- 12.1 The constructed walkways and/or Boardwalks on Lake Mulwala that border the Estate have been created for general public use.
- 12.2 The Owners Corporation will be responsible for the costs of maintaining any such walkways and/or boardwalks on Lake Mulwala.
-

13 Electricity Supply

- 13.1 All electricity supply will be metered either to the individual Lot titles or to an Owners Corporation.
- 13.2 Any electrical charges metered to the Owners Corporation will be charged to the individual owners in accordance with their schedule of Lot liability set out on the Plan of Subdivision.
-

14 Water Supply

- 14.1 Any water charges including excess water charges metered to the Owners Corporation will be charged to all owners in accordance with their schedule of Lot liability set out on the Plan of Subdivision.
- 14.2 Any water charges including excess water charges metered to another owners corporation will only be levied against the individual members in the other owners corporation in accordance with their schedule of Lot liability set out on the plan of subdivision for the other owners corporations.

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15 Insurance

15.1 The Owners Corporation will –

- (a) keep insured all buildings and any improvements on Common Property within the Estate under a damage policy to their reinstatement or replacement value and otherwise keep effected such insurance as it is required to effect under the Act;
- (b) levy the Members from time to time for funds to pay the insurance premiums.

15.2 A Member or Occupier must not bring to, do or keep anything on his Lot which –

- (a) will increase the rate of premium for fire insurance on his Lot or the Common Property; or
- (b) may conflict with the laws or regulations relating to fire or any insurance policy on his or her Lot or the Common Property; or
- (c) may conflict with the regulations or ordinances of any relevant local or other public authority for the time being in force.

16 Security Controls

Compliance with Controls

16.1 Each Member or Occupier must, and must ensure his guests and invitees do, comply with all security arrangements established and prescribed in respect of access to security generally in respect of the Estate.

Security Arrangements

16.2 The security arrangements may, at the discretion of the Owners Corporation, include (but not be limited to) the following:

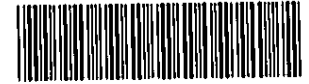
- (a) the issue of security access cards upon conditions, including payment of a deposit;
- (b) the right to refuse admission to any person unless prior notice of the identity of the person is given;
- (c) the right (upon complaint) to remove any person from the Estate or to refuse admission to any person it considers is likely to be a nuisance; and
- (d) the right to enter upon any part of the Estate for the purpose of maintaining its security.

Security Personnel

16.3 The security personnel are not liable for any damage caused by them to any person or property in carrying out their responsibilities in accordance with the terms of their appointment.

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17 Vegetation and Tree Controls

- 17.1 No person is to use plant species for new planting's that do not complement the original planting section for each area, except with the prior written approval of the Owners Corporation.
- 17.2 No person is to plant any additional trees and shrubs on a Lot if, having regard to the projected growth pattern of the trees and plants, they may interfere unreasonably with the present or future amenity of other Lots.
- 17.3 Each resident is to rebuild, replace, repair or clear and landscape within a reasonable period of time any building, structure, improvement or significant vegetation on the resident's Lot that is destroyed or damaged by an act of God, fire or other cause.
- 17.4 (a) The ring barking, cutting down, topping, lopping, removing, poisoning, injuring or wilful destruction of any tree or trees of 0.4m or more girth (defined as the circumference measured at waist height), or of any other tree or trees as the Owners Corporation specifies from time to time is prohibited in the residential areas except if a certificate of the Owners Corporation is obtained exempting compliance has been obtained (in this rule called a "Certificate of Exemption").
- (b) The Owners Corporation may upon the advice of the Design Review Committee grant a Certificate of Exemption in the following circumstances:
- (i) where the trees or tree are to be relocated on the Estate and where they are of a size and species which would provide a reasonable chance of survival;
 - (ii) where the tree or trees are either dying, dead, diseased, potentially dangerous or the root of the system of the tree or trees is endangering the foundations of buildings and/or sewer or water pipes or other underground devices;
 - (iii) where the tree or trees are so located that they may threaten the operation of services in the area and in works being carried out by a person or persons authorised by the relevant local authority;
 - (iv) where the tree or trees are within the path of –
 - (A) proposed road or buggy paths; or
 - (B) proposed water supply, sewerage and electricity works; or
 - (C) proposed drainage works;
 - (D) any approved works;
 - (v) where the tree or trees are
 - (A) within the boundaries of a proposed building; or
 - (B) within three (3) metres of any of existing or proposed building or foundations the plans for which building have been approved by the relevant local authority.
- (c) Any person desiring to obtain a Certificate of Exemption is to apply in writing to the Owners Corporation setting out the following particulars –
- (i) the reason for wishing to remove the tree or trees;

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- (ii) the location (accompanied by a diagram) of the tree or trees; and
- (iii) the Owners Corporation shall with the advice of the Design Review Committee decide on the application for a Certificate of Exemption within 30 days of receipt of the application. Failing which the Certificate of Exemption is to be deemed given on the terms sought.

18 External Works and Fencing

- 18.1 All fencing, garden structures and other outbuildings and improvements on any lot on the Estate must comply with the Building Guidelines.

19 Car Parking

- 19.1 No person is to carry out any works that reduce the number of car parking spaces (covered and uncovered) provided for in the original construction.
- 19.2 A Member or Occupier of a Lot shall not park or stand any motor vehicle upon Common Property or interfere with or obstruct access by other persons.

20 Advertising Signs

- 20.1 No person is to display any sign or billboard of any kind to the public view on any part of a Lot and/or Common Property except -
 - (a) information signs that may be used or approved by the Owners Corporation; and
 - (b) signs required by law.

The size of the signs must be approved by the Owners Corporation.

21 External Appearance of Dwellings

- 21.1 The external colours and appearances of all residences and other buildings on the Estate must comply with the Building Guidelines.

22 External Equipment

- 22.1 No person is to erect, construct, place or permit to remain on any building, any television, radio or other electronic antennae or device of any type unless the installation is contained within a building and not visible from the exterior of that building and does not create any interference with either equipment without the prior consent of the Owners Corporation.
- 22.2 Any air conditioning plant located outside a building must be located and insulated to minimise noise and must be located or screened so it is not visible from outside the Lot. A suitable condensate drainage system must be incorporated in the design to prevent staining of the face of the building or paving areas.

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- 22.3 No air conditioning plant will be permitted on the roof of any building.
- 22.4 Solar water heaters are only permitted if screened from view from any street, golf course, lakes and other residential areas.

23 Fences

- 23.1 All fences are to be constructed to a first class standard and design with a finish and colour complementary to the exterior cladding of the building on the Lot. Where a masonry fence is constructed adjacent to a vacant lot, the fence is to be finished on the side facing the adjacent lot to compliment the exterior cladding of the buildings. Unfinished masonry is not permitted.

Boundary definition on side boundaries (where permitted) by means of hedges, planting or shrubberies is the preferred option.
- 23.2 The maximum length of any continuous straight length of fence must not exceed one third of the total width of the lot and must be laterally displaced from any adjoining straight section by at least 300mm.
- 23.3
 - (a) A zero lot line need not be fenced along its side boundary to the extent that the wall of a zero lot line resident extends along the side boundary.
 - (b) If the erection of a zero lot line resident necessitates the demolition of a part of a fence then the cost of demolition and any consequential works required will be the responsibility of the person building the zero lot line residence.
 - (c) The colour scheme of the exterior of all walls of a zero lot line residence must be the same unless approved by the Owners Corporation.
 - (d) The owner of a Lot adjoining a Lot on which a zero lot line residence is erected must not undertake works which would affect the structural integrity of the wall of a zero lot line residence forming part of the side boundary to that owner's Lot.

24 Private Swimming Pools on Lots

- 24.1 The construction and installation of any swimming pool or spa must comply with the Building Guidelines.

25 Mail Box and Street Address

- 25.1 All residences must have a mail box which must be located in accordance with Australia Post guidelines, and which complies with the design standards and requirements (including requirements as to materials, size, lighting and numbering) specified from time to time by the Owners Corporation.
- 25.2 The address number for a lot must be:
 - (a) of a first class quality and design;
 - (b) of a style, colour and dimension which conforms with those used throughout the site;
 - (c) clearly visible from the adjacent thoroughfare at all times; and

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(d) in accordance with the guidelines issued from time to time by Owners Corporation.

26 Notice of Accidents, Damage to Property

Notification of accidents, repair

26.1 Each Member or Occupier of a Lot must notify the Owners Corporation promptly of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his or her knowledge.

Urgency

26.2 The Owners Corporation and its servants and agents have authority in the circumstances having regard to the urgency involved to examine the defective item and make such repairs or renovations as they consider necessary for the safety and preservation of any building on the Estate.

Damage to the Common Property Lots

26.3 A Member or Occupier of a Lot must not mark, paint, drive nails or screw or the like into, or otherwise damage or deface, any structure that forms part of the Common Property.

27 Observance of Rules

Observance

27.1 The duties and obligations imposed by these 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.

Invitees

27.2 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 the other Lot or of any persons lawfully using the Common Property.

28 Recovery for Repairs by the Owners Corporation

If the Owners Corporation expends money to make good damage cause by a breach of the Act or of the by-laws by a Member or Occupier or the guests, servants, employees, agents, invitees of a Member or Occupier or of any of them, the Owners Corporation is entitled to recover the amount so expended as an on-demand debt in an action in any court of competent jurisdiction from the Member of the Lot at the time the breach occurred.

29 Contractors

No Instruction

29.1 A Member or Occupier must not directly instruct any contractors or workmen employed by the Owners Corporation.

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Body Corporate Representative

29.2 All requests for the Owners Corporation to consider giving directions on a particular matter to a contractor or workman must be directed to the Owners Corporation's representative, who will in turn refer the request to the Owners Corporation for determination.

30 Notification of Infectious Diseases

If any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, affect any persons in any Lot, the Member or Occupier of such Lot must –

- (a) give, or cause to be given, notice of that fact and any other information which may be required relative to the disease to the Owners Corporation and
 - (b) pay to the Owners Corporation the expenses of disinfecting the Lot (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by such disease.
-

31 Rules Relating to the Common Property

The Owners Corporation may make further rules relating to the Common Property and those rules must be observed by each Member and Occupier and until they are disallowed or revoked by a resolution at a general meeting of the Owners Corporation.

32 Notice to be observed

Each Member and Occupier must observe the terms of any notice displayed on any part of the Common Property by authority of the Owners Corporation or of any statutory authority.

33 Power of Owners Corporation to enter into Agreements

The Owners Corporation has the power (by resolution passed at a general meeting of the owners corporation convened in accordance with the Act) to enter into agreements:

- (a) for the purchase of electricity and water;
- (b) for the maintenance of any security systems and/or sewerage on or crossing the common property; and
- (c) 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 generally of the Estate as a whole.

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34 Breaches and Penalties

Breach of Rules

- 34.1 A person who contravenes or fails to comply with any provision of the Rules or any lawful direction given under them shall be guilty of a breach of these Rules.

Right to Eject

- 34.2 A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Estate by a security officer or a member of the police force.

35 Insect Control

The Owners Corporation is authorised to enter by its agents, servants or contractors onto each Lot (after giving reasonable notice) for the purpose of treating the Lot or any building on any Lot with the intent of eradicating insects.

36 Golf Course

- 36.1 Any Member is entitled to be a member of the golf club on the Estate provided:
- (a) it completes the necessary forms required by the golf club; and
 - (b) pays all membership fees and any other money requested from time to time by the golf club.

37 Not Impugn Good Reputation

- 37.1 A Member or Occupier of a Lot must not use the Lot for any purposes that may decrease the good reputation of the Estate.

38 Compensation to Owners Corporation

The Member or Occupier of a Lot will be liable to compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or any lessee, licensee or invitee of that Member or Occupier.

39 Security Keys

- 39.1 A Member must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier and must take all reasonable steps to ensure return of the Security Key to the Member or the Occupier.

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No duplication

- 39.2 A Member or Occupier of a Lot in possession of a Security Key must not duplicate or permit the Security Key to be duplicated and must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another Member or Occupier and is not disposed of otherwise than by returning it to the Member or Occupier.
- 39.3 A member must pay to the Owners Corporation the reasonable costs of replacement of any Security Key.

40 Complaints and Applications

Any complaint or application to the Owners Corporation or Committee must be addressed in writing to the Owners Corporation.

Schedule 1

Design Objectives - Philosophy

The design objectives and philosophy of the Estate are that –

1. It is of benefit to all proprietors of Lots for these rules to establish design, material, colour, use and replacement standards to maintain and preserve the original architectural and land planning features of the Estate. These standards are to protect the character and value of the Estate and of residences from unplanned and unauthorised changes of a visual or physical nature that might detract from the concept of the Estate as a first class residential country golf club.
2. In designing the improvement within the residential clusters the designer has had or will have the following objectives –
 - (a) to create a first class residential community in terms of architectural form, detail, landscaping and external design which is aesthetically pleasing, functionally convenient and appropriate to country club lifestyles.
 - (b) to design buildings –
 - (i) that maximise view opportunities to all residents;
 - (ii) that preserve and enhance natural feature of the residential clusters;
 - (iii) that ensure compatibility of scale within each Lots and its surroundings; and
 - (iv) that allow for useable, private outdoor areas as an extension to indoor living spaces in each residence.
 - (c) to establish building/thoroughfare relationships that are varied with integrated hard and soft landscape elements so as to create a "sense of place" within each cluster;
 - (d) to provide an appropriate level of privacy for residents through the considered placement windows, doors, screens, fences and plantings; and
 - (e) to take full advantage of the individual characteristics of each Lot, of each part of each relevant thoroughfare, of technological advantages and of environmental values.

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