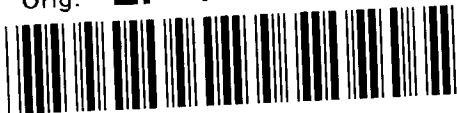


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1 of 1

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
1	LF

AGENT CODE

LODGED BY: JONES HARLEY TOOLE

CORRECTION TO: JONES HARLEY TOOLE

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

1.....Resolution



2.....By-Laws

3.....

4.....

5.....

PICK-UP NO.	
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CORRECTION	PASSED
<div>13 APR 2024</div> <div> REGISTRAR-GENERAL</div> <div></div>	
FILED	

* Strike through the inapplicable

~~*NOTICE OF AMENDMENT OF SCHEME DESCRIPTION~~

~~*NOTICE OF VARIATION OF BY-LAWS~~

~~*APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

INSTRUMENT AFFECTED 13409442

PLAN No. 20415

To the Registrar-General,

I, Gojko Filipi,

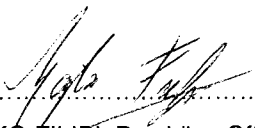
of 43 Frederick Road, Royal Park SA 5014,

being a Presiding Officer of Community Corporation No. 20415 Incorporated certify that:

(a) the copy of the by-laws attached to this certificate is a true copy of the by-laws as varied by special resolutions of the corporation on the 20th day of March 2024; and

(b) the copy of the resolution attached to this certificate is a true copy of the resolution referred to in paragraph (a).

Dated the 28th day MARCH of 2024


.....
GOJKO FILIPI, Presiding Officer

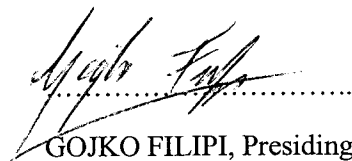
BY-LAWS

COMMUNITY PLAN NO. 20415

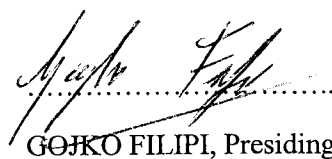
88 FROME STREET

ADELAIDE

Certified correctly prepared in accordance with the *Community Titles Act 1996 (SA)*, by an officer of the community corporation.


GOJKO FILIPI, Presiding Officer

This is a copy of the By-Laws referred to in the attached Certificate.


GOJKO FILIPI, Presiding Officer

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**COMMUNITY TITLES ACT
BY-LAWS
COMMUNITY CORPORATION NO. 20415 INCORPORATED**

IMPORTANT NOTICE

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act and Regulations.

PART 1 – DEFINITIONS

1. The Definitions and interpretation set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to these by-laws and unless the context otherwise requires, the expressions:-

“The Act” means the Community Titles Act 1996 as amended.

“Building” means the seven level building which has been constructed on the Community Parcel.

“Common Property” means the Common Property created by Community Plan No. 20415.

“The Corporation” means Community Corporation No. 20415 Inc. constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing.

“The Community Parcel” means the whole of the land comprised in Community Plan No. 20415.

“Lot” means a Community Lot comprised in community Plan No. 20415.

“Lot holder” means the Owner of a Lot.

“Occupier” of a Lot includes, if a Lot is unoccupied, the Owner of the Lot.

“Serviced Apartment” means a Lot which is subject to a lease or other agreement to the Serviced Apartment Operator for the use of that Lot as a fully furnished apartment that is available for short-term or long-term rental as hotel style accommodation whereby housekeeping services are provided.

“Serviced Apartment Operator” means Pacific Apartments Frome Street Pty Ltd. (ACN 097 678 021) or its legal successor in title.

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word “person” includes a firm, a body corporate, an association or an authority;
- (e) words of any gender include every gender;
- (f) 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;
- (g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- (h) headings are inserted for convenience and do not affect the interpretation of these by-laws;

If the whole or any part of a provision of these by-laws are invalid, unenforceable or illegal, it is severed. The remainder of these by-laws will have full force and effect.

PART 2 – MANDATORY BY-LAWS

2. Administration, Management and Control of Common Property

- 2.1. The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2. The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:-
 - 2.2.1. The appointment of a manager pursuant to by-law 2.3.
 - 2.2.2. Maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000.
 - 2.2.3. The Corporation's obligations regarding the insurance under the Act.
- 2.3. The Corporation may appoint a manager to assist the Corporation to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property.
- 2.4. The manager shall be appointed on a contract that is subject to annual review by the Corporation.
- 2.5. If on annual review the Corporation is dissatisfied with the performance of the manager, or with the cost of the service provided, the Corporation may terminate the management contract.

3. Use and Enjoyment of the Common Property

The Common Property is, subject to the Act and these by-laws, for the common use of Lot holders, occupiers and their invitees.

4. The Building

The Corporation shall coordinate the security and maintenance of the Building and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of all Lot holders in the Building.

PART 3 – COMMUNITY PARCEL

5. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel without the consent of the Corporation:-

- 5.1. fail to comply with any reasonable direction or request from the Corporation;
- 5.2. hang any laundry or other items out to dry or air in public view on or about any part of the Community Parcel;
- 5.3. display any sign, advertisement, placard, banner or like matter on any part of the Community Parcel so as to be visible to the public from the Building;
- 5.4. make or allow their visitors to make undue noise in or about the Community Parcel;
- 5.5. interfere or allow their visitors to interfere with others' use or enjoyment of the Community Parcel;
- 5.6. be inappropriately or inadequately clothed when upon the Community Parcel so as to be visible from another Lot or the Common Property;
- 5.7. use any language or behave in any manner likely to cause offence or embarrassment to others when on the Community Parcel;
- 5.8. damage or deface any building or sign or structure on the Community Parcel;
- 5.9. carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon on the Community Parcel;
- 5.10. obstruct any person's lawful access to any Lot or to the Common Property;
- 5.11. park or stand a motor or other vehicle on any part of the Community Parcel on which the parking or standing of motor or other vehicles is not authorised by the Corporation;
- 5.12. park or stand a motor or other vehicle on a Lot Subsidiary Car Park other than the Lot Subsidiary Car Park which is allocated to the Lot owned or occupied by the person parking or standing the said motor or other vehicle;

- 5.12.1. the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any such vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned contravention and;
- 5.12.2. such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions.

PART 4 – COMMON PROPERTY

6. Corporation to Keep Common Property in Good Repair

The Corporation must keep the Common Property tidy and free of graffiti and at all times in a state of good and serviceable repair and shall always properly maintain at all chattels, fixtures and fittings held by the Corporation (including any security access gates and equipment). For this purpose, the Corporation may enter into an appropriate contract with a third party for such party to provide such services for the benefit of the Lot holders on behalf of the Corporation.

PART 5 – USE OF COMMUNITY LOTS

7. Good Repair

A Lot holder must:-

- 7.1. ensure at all times that the Lot is used for residential purposes;
- 7.2. maintain the Lot in good repair;
- 7.3. carry out any work ordered by the Adelaide City Council or other public authority in respect of the Lot;
- 7.4. carry out any work ordered by the Corporation in respect of the Lot.

PART 6 – GENERAL

8. Use of Lot

A person bound by these by-laws must not:-

- 8.1. use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 8.2. do or commit or cause permit or suffer to be done or committed on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be or become an offence under any Act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;

AND furthermore, a person bound by these by-laws must;

- 8.3. allow the Corporation access to the Lot for the purpose of carrying out maintenance;
- 8.4. pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- 8.5. notify the Corporation of any repairs and maintenance required to their Lot;
- 8.6. if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 8.7. not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless express approval for doing so has been obtained by an ordinary resolution at a general meeting of the Corporation, with such meeting to be convened at the earliest practicable opportunity after approval has been sought, and the said person has complied with the provisions of by-law 9;
- 8.8. not affix any blinds or awnings to any external windows or any Lot Subsidiary Balcony which form part of a Lot;
- 8.9. not use or permit to be used any barbeque upon the balcony of a Lot or upon any other Lot or subsidiary of a Lot unless such barbeque is gas or electric;

- 8.10. take every reasonable precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing from the balcony;
- 8.11. not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- 8.12. take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- 8.13. not conduct a garage sale on the Lot or a Lot subsidiary.

9. Alteration to Lots

- 9.1. For the purpose of this by-law “prescribed work” means:-
 - 9.1.1. the alteration, demolition or removal of any part of the Building or any other structure on the Community Parcel;
 - 9.1.2. the alteration of the external appearance of any part of the Building;
 - 9.1.3. the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
 - 9.1.4. the installation, removal or replacement of any tiling to any part of the Lot;
 - 9.1.5. the installation, removal or replacement of any flooring to a Lot;
 - 9.1.6. alterations to any air-conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of a Lot;
 - 9.1.7. any works to a Lot which are likely to cause noise or disturbance to any other Lot Holder.
- 9.2. A Lot holder or Occupier shall not perform or carry out any prescribed work to or upon their Lot other than upon the following terms and conditions:-

- 9.2.1. such person has submitted a proposal for such prescribed work to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;
- 9.2.2. such person has consulted with any architect appointed by the Corporation to advise it in respect of such prescribed work and paid to the Corporation the costs incurred by the Corporation of engaging such architect;
- 9.2.3. such person obtains the consent of the Corporation at least fourteen (14) days before the commencement of such prescribed work. Consent cannot be unreasonably withheld or delayed;
- 9.2.4. such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
- 9.2.5. all work shall be carried out strictly in accordance with the provisions of any consents granted or terms laid down for such works either by the Corporation or any government or statutory authority;
- 9.2.6. all work shall be undertaken by qualified tradespersons in a proper and workmanlike manner;
- 9.2.7. all work shall be undertaken only between the hours of 7.30 am and 5.30 pm on Mondays to Saturdays other than public holidays;
- 9.2.8. all Common Property shall be fully protected against damage;
- 9.2.9. any damage caused to Common Property shall be rectified by such person to the satisfaction of the Corporation;
- 9.2.10. all Common Property areas shall be left in a clean and tidy condition on a daily basis;
- 9.2.11. all work shall be undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lot holders or Occupiers of any other Lots;

- 9.2.12. such person shall effect all proper insurance cover against damage to persons and property which may be caused or may arise out of such prescribed work and shall upon request from the Corporation provide the Corporation with a copy of such insurance policy or cover;
 - 9.2.13. such person shall permit the Corporation to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections; and
 - 9.2.14. any rubble or refuse arising from the performance of such prescribed work must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation.
- 9.3. Save and except for any prescribed work referred to in by-law 9.2 hereof and performed or carried out in accordance with such by-law 9.2, a person bound by these by-laws shall not mark, paint, drive nails or screws or the like into or otherwise damage or deface any structure that forms part of the Common Property if there is any risk whatsoever to the structural integrity of the Common Property or the services attached to or situated within the Common Property.

10. Moving Articles to and From Lots

The Lot holder or Occupier shall comply with and observe the following conditions and restrictions as to delivery or movement of goods and furniture to and from the Lot:

- 10.1. Goods or furniture may be delivered to and from the Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances to the Community Parcel.
- 10.2. Goods or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lot holder.

11. Infectious Diseases

- 11.1. In the event of the outbreak of any infectious disease which requires infected or contagious persons to notify relevant health authorities pursuant to any statute, regulation or ordinance, then a person bound by these By Laws who becomes infected or contagious with such disease must, in addition to the requirements of any such statute, regulations or ordinance, provide notification to the Corporation immediately upon becoming aware that they are so infected or contagious.

- 11.2. If any person bound by these By Laws is required to undertake a period of quarantine or self-isolation in a Lot, then in addition to the requirements of By Law 11.1 above, such person shall also immediately advise the Corporation of the Lot number they are occupying, the identity of any other persons in that Lot so quarantined or isolating and the period of time that such person or persons will be quarantined or otherwise isolated in the Lot.

12. Pets and Animals

- 12.1. A Lot holder or Occupier may keep a small household animal in his or her Lot without the consent of the Corporation provided always that the Lot holder or Occupier must:
- (a) do all things as is reasonably necessary to care and provide for the small household animal;
 - (b) keep the small household animal under control at all times and minimise any noise made by the small household animal; and
 - (c) must comply with all statutory requirements and regulations in respect of the small household animal.
- 12.2. A Lot holder or Occupier must not keep any other animal in his or her Lot (other than an animal which is permitted pursuant to any relevant legislation or pursuant to by-law 12.1) unless the written consent of the Corporation has been obtained.
- 12.3. If any animal causes a nuisance, the Corporation may give notice to the Lot holder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lot holder or Occupier must remove the animal from the Lot or the Common Property immediately upon receipt of the notice from the Corporation.
- 12.4. A Lot holder or Occupier must take all reasonable steps to ensure that any animal in their control does not urinate or defecate on the Common Property, and that if this should accidentally occur the Lot holder or Occupier will immediately remove any animal faeces.

12.5. Nothing in this by-law shall:

- (a) prevent or prohibit a Lot holder or Occupier of a Lot who has a disability from keeping a relevant animal on the Lot or restrict the use of a relevant animal if the relevant animal is trained to assist the Lot holder or Occupier in respect of that disability; or
- (b) prevent a visitor to the Community Parcel who has a disability from using a relevant animal trained to assist the visitor in respect of that disability.

12.6. For the purposes of this by-law:

- (a) “assistance animal” has the same meaning as in the *Equal Opportunity Act 1984* (SA);
- (b) “relevant animal” means an assistance animal and a therapeutic animal;
- (c) “small household animal” shall mean and include (but is not limited to) household dogs and cats (of such breed which is unlikely to exceed 10kg once fully grown), household birds, fish and reptiles; and
- (d) therapeutic animal has the same meaning as in section 88A of the *Equal Opportunity Act 1984* (SA).

13. Leasing

13.1. Where a Lot holder leases a Lot, the Lot holder must:

- (a) inform the Corporation of the identity of the lessee (including contact details such as mobile number, landline and/or email address) and the essential terms and conditions of the lease;
- (b) provide a copy of these By-Laws to the relevant lessee and ensure that the lessee is bound, via the terms of the lease, to comply with these By-Laws.

13.2. The Corporation must keep confidential at all times any information it receives pursuant to this By-Law about any lessee or Occupier of a Lot, including the terms of any lease between a Lot holder and its lessee or Occupier.

- 13.3. Any Lot Owner can lease a Lot or engage short term leasing via any short-term operator/manager or self management for any period of time, provided leasing is always complying with all By-Laws and statutory regulations. The management committee will always have the final ruling if complaints arise such as code of conduct issues (e.g. noise).

14. Change in Ownership

A Lot holder must immediately notify the Corporation of:-

- 14.1. any change in ownership of the Lot, or any change in address of a Lot holder;
- 14.2. any change in the occupancy of the Lot.

15. Right to Enter Lot

The Corporation shall be permitted by each Lot holder or Occupier and shall have at all reasonable times and on giving the Lot holder or the Occupier reasonable notice (normally 7 days, except in cases of emergency when no such notice shall be required), to enter upon the Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing shall be deemed to include the power:-

- 15.1. to inspect the Lot;
- 15.2. to carry out maintenance repairs or work; and
- 15.3. to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these by-laws are being observed;
- 15.4. The Corporation must be immediately notified of any water leakage/damage and will be provided access to an Owner's Lot within 24 hours of any water leakage/damage to remediate the water damage caused. This will help prevent mould growth to reduce health risk to all building occupants. The cost for emergency response will be covered by the owner of the lot from which the leak originated.

16. Disposal of Garbage

- 16.1. A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specified provided; and
- 16.2. A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.

17. Observance of By-laws

- 17.1. Where these by-laws restrict the behaviour or activity of a Lot holder or Occupier of a Lot there shall be imposed upon that Lot holder or Occupier an obligation not to permit that behaviour or activity.
- 17.2. A Lot holder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provision of these by-laws and in the event of their inability for any reason to ensure such compliance by any such visitors or invitee, they shall thereupon ensure that such visitors or invitee leaves the Community Parcel.

18. Insurance

- 18.1. The Corporation shall ensure that there is one (1) Policy of Insurance for all Community Lots and Common Property within the Community Parcel.
- 18.2. Such Policy of Insurance shall, in addition to the requirements of Division 2 of Part 10 of the Act, cover the buildings, structures and improvements constructed on each Community Lot.
- 18.3. Such Policy of Insurance will be administered by the Corporation, and the Corporation shall ensure that sufficient funds are obtained from the contributions to the administrative fund payable by the Lot Owners to enable payment of the premium for the Policy of Insurance.
- 18.4. Each Lot holder shall carry their own contents, third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lot holder's Lot.
- 18.5. The Policy of Insurance to be carried by the Lot holder pursuant to paragraph 18.4 above shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance cover loss or damage to property or person of third parties to a minimum of \$20,000,000 in respect of any one accident or event.
- 18.6. Proof of coverage by way of a copy of the Lot holder's current receipted insurance schedule or policy shall be supplied to the Corporation on request.

19. Corporation's right to recovery – Unpaid Levies

- 19.1. A Lot holder (which includes a corporation and a mortgagee in possession) must pay on demand:
- (a) the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon the Lot holder's Lot by the Corporation pursuant to the Act or pursuant to these by-laws; and
 - (b) any costs that are ordered to be paid by the Lot holder to the Corporation by any court, tribunal or body with authority to order the payment of costs.
- 19.2. If the Lot holder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any court of competent jurisdiction provided that in respect of the Corporation and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Corporation.
- 19.3. If a contribution levied under the Act is unpaid 30 days after it falls due for payment, the amount of the unpaid contribution will bear interest at a rate of 2% above the 90 day bank bill rate charged by the Corporation's bank, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, any Managing Agent has discretion to write off interest to a limited to be determined by the Corporation from time to time.
- 19.4. If, when a person becomes a Lot holder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lot holder is jointly and severally liable with that other person for the payment of the interest.
- 19.5. The amount of any interest is recoverable by the Corporation as a liquidated debt.
- 19.6. If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lot holder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lot holder, the Corporation may recover the amount spent as a debt in an action in any court of competent jurisdiction from the Lot holder of the Lot at the time when the breach occurred.

20. Indemnity and Release

A person bound by these by-laws shall:-

- 20.1. indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in on or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation;
- 20.2. occupy and use and keep the Lot at the risk in all things of the Lot holder and the Lot holder hereby releases to the full extent permitted by the law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

21. Services

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lot holder for any loss or damage suffered by the Lot holder or any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

22. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence under the Act.

Maximum penalty: the maximum prescribed under the Act.

23. Breach

Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

24. Waiver

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

25. Notice

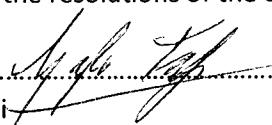
Any notice required to be served under these by-laws shall be sufficiently served on the Lot holder if left on the Lot addressed to the Lot holder or if addressed to the Lot holder at the last known address to the Lot holder and forwarded by pre-paid post and if a notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

88 FROME STREET, ADELAIDE SA 5000

RESOLUTIONS

COMMUNITY PLAN NO 20415 INCORPORATED

This is the copy of the resolutions of the corporation referred to in the attached certificate.

Signed:

Gojko Filipi
Presiding Officer, Community Corporation No 20415 Inc

Date: 28 March 2024

Minutes of CC20415 AGM Held 20 March 2024

MEETING OPENED 5:35PM

Apologies

Sabrina Morrow – Lot 17

Bev Robert – Lot 32

Melissa Bartel – Committee Member

Proxies

See schedule attached.

Openings

Brenton James of Jones Harley Toole has been invited by the Corporation to assist with the meeting if required and to provide an update on matters within the agenda.

Emili Ardalich of Jones Harley Toole has been invited to take the Minutes of the meeting.

Proxies all valid – (sighted and confirmed by Brenton James on behalf of the Corporation).

No other proxies declared other than those produced and checked.

Attendees who have given proxies may vote in person at the meeting in lieu of any proxy given.

Quorum met.

1. Declaration of Interest

All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests.

Comments

Noted: PO and Belinda getting paid for some of the work doing recently. Gojko has not put any claims put in yet, will be putting in claim for amount of hours preceding this AGM, Belinda has been paid some claims already.

Martin Gribble:

States is not going to vote, will abstain for all motions today.

Further states has disclosure obligations under CTA and thus confirms pecuniary interest as Gribble Trading in some of motions, primarily concerning the operation of Frome St Apartments (reads out pre-prepared statement).

2. Acceptance of Minutes (Ordinary Resolution)

THAT in accordance with the provisions of s81(5)(b) of the Community Titles Act 1996, the minutes of the Annual General Meeting held on 12 JUL 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

Motion

PO (Lot 15) - Moves to be accepted.

Graham Morris (Lot 50) – Seconded.

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

M. Gribble abstains.

MOTION CARRIED

3. Acceptance of Statement of Accounts (Ordinary Resolution)

THAT in accordance with the provisions of s81(5) (d) of the Community Titles Act 1996 (amended), the audited Statement of Accounts for the financial year ending 31 DEC 2023, which have been circulated to all members, is accepted.

Comments

Lot 65 (Ap 511) – Enquires regarding the legal fees in the AGM budget allocated for the Corporation, noting a significant expense of approximately \$46k, queries what it was primarily spent on? Action against Gribble? Is the majority of the legal fees for that claim?

Brenton: The legal fees involve two matters; the matter with Gribble (taking a majority of fees) and the other matter being the Mathley Superannuation dispute (which took a very minor part of the fees).

Motion

PO (Lot 15) - Moves to be accepted.

Michelle Lam (Lot 63) – Seconded.

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

M Gribble abstains.

MOTION CARRIED

4. Annual Compliance Register

The Work Health and Safety Act 2012, recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

Comments

PO (Lot 15) – Explains this is a standard AGM requirement.

Shane BCM – Further explains Whittles keeps a register for lifts, file systems etc. for testing. These registers provide evidence for WHS / Council.

5. Accredited Contractors (Advice)

That to ensure compliance with work health and safety legislation to protect the Corporation, the owners and the Body Corporate Manager and to prevent injured parties seeking damages from the Community Corporation and/or the Body Corporate, that all contractors on site must be approved (including licenced, insured and accredited) by the Body Corporate Manager prior to commencing any works on site. This applies to ALL contractors, regardless of who engages them – the Body Corporate Manager, the Licence Operator, or the owners/tenants.

All renovations and any trade work must be pre-approved by the Corporation. Whittles can provide a renovation application form that must be completed, signed, dated and submitted to the Corporation to seek renovation approval no less than 14 days prior to commencement of works.

Also, the Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors., Non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate Chairperson to do so.

Comments

PO (Lot 15) – Explains the contractors approve to for on-site work are registered and approved by Whittles etc. This protects both the Corporation and Owners.

Belinda Bartel – Advises there is a new form for renovation approvals; enquire with Whittles. Enquires with Shane BCM whether this form is on the Owners Portal.

Shane BCM – Will put it on the Owners Portal regardless. The idea is that the committee can authorise/approve the works, which is then passed onto Whittles for approval, organisation, etc.

6. Primary Duty of Care / Common Property / Safety Report (Ordinary Resolution)

The Body Corporate has a Duty of Care to ensure the common area is in a safe condition for occupants, visitors and workers.

THAT in accordance with SA Work Health & Safety Act 2012 and or SA Civil Liability Act 1936, Whittles recommends a suitably qualified person/s be instructed to carry out an inspection of the common property at an estimated cost of \$517.00 and provide a detailed report of any hazard that could potentially be deemed a risk to the Body Corporate and risk of harm to occupants, visitors and workers.

This report is to be forwarded to the Presiding Officer/Management Committee for further instructions.

Comments

Paul Lam (Lot 63) – Explains that a WHS Report is produced, then commissioned by Whittles, then forwarded to MC.

Shane BCM – Yes, all good.

No vote required.

7. Current Insurance Details (Advice)

A copy of the Body Corporate's current certificate of currency is attached to this meeting notice and is also available for viewing at whittles.com.au through your owner portal.

Comments

Shane BCM – Explains difficulty with insurance - he spoke to the brokers a few days ago, is getting alternative quotes for insuring the building but this is an issue due to amount of claims made. CHU offered insurance with a 6mth renewal. Premiums \$170k pa, claims well over \$300k. You need to provide them evidence that waterproofing/leaks etc are getting covered. Obviously a 6mth premium is higher than 12mth premium.

PO (Lot 15) – Several claims over the last year or so, so there is a high premium. The leaks issue around last Easter is still ongoing because it hasn't been finished by repair workers. The second issue occurred in late November 2023 (roof had a blockage that is now getting rectified). Then there are smaller claims arising from the commercial lots, but these are also getting sorted out. The big ones are still running but will be finished off soon in a few weeks.

Belinda Bartel – The last Easter issue occurred in a unit managed by Gribble Trading, where the Management Committee weren't notified with enough notice to rectify the issue, making repair more costly and time consuming. Please report any issues immediately to the Corporation (referencing the upcoming change to by laws, which will allow access to problem areas more quickly and ultimately prevent insurance being so high).

Paul Lam (Lot 63) – Adds that building repairs did take a long time to get going.

Discussion re use of contractors and steps to speed up rectification.

Shane BCM – for clarity, if you think the issue is an emergency, get whoever you need to fix the issue and make it safe. Then it will get treated like regular insurance claim. If the cost to repair is under \$5k, just get it done. We need to be pragmatic. Get it fixed and make it safe. Ensure you provide all information to the insurer, take photos, etc and there shouldn't be too many issues.

Belinda Bartel – Adds if it is beyond an emergency and the cost to repair is over \$5k, contact Shane and the insurer.

Graham Morris (Lot 50) – enquires whether we [the owners] have a right to have the hot water system regularly checked in during its lifespan?

Shane BCM – Explains the CTA requires the lots be maintained to a certain standard, but the regular checking of hot water systems is hard to police.

Discussion regarding maintenance of hot water systems

[Tim Angley (Lot 56) left the meeting]

Belinda Bartel – suggests to talk to Bevan Plumbing for advice on a service schedule.

Paul Lam (Lot 63) – Agreed, let's take it back to MC to discuss.

PO (Lot 15) – access to Apartments an issue (motion upcoming).

8. Insurance Renewal (Ordinary Resolution)

THAT the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$31,970,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.

Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.

Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

Contents Insurance

The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lot, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.

Commercial Insurance

Insurance of all stock, display fittings, machinery breakdown, loss of rent, business interruption and fidelity insurance, and all internal partitioning erected since the completion of the original building is the lot owner's or trader's responsibility.

Members of the Body Corporate are reminded that it is their legal responsibility to advise the Body Corporate Manager of any change in use of occupancy of their respective lot, and that the Body Corporate's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

The Body Corporate's Certificate of Currency is available for viewing at whittles.com.au through your owner portal.

Comments

As above.

9. License Agreement – Legal Update (Advice)

Update to be provided by Brenton James, JHT Lawyers on behalf of the Corporation.

[Tim Angley (Lot 56) returns]

Brenton – I was asked by the Corporation to give an update on the Licence Agreement. At the last AGM, robust discussions were had. The Corporation is facing a significant next step.

Update provided by Brenton James, Jones Harley Toole regarding background to litigation and likely further action and costs.

Both parties have always endeavoured to try resolve matter.

It is reasonable to say that both parties are looking for an outcome not involving litigation.

Corporation of course needs to consider any resolution in the interests of the owners.

There is an ongoing discussion with a possibility of resolution, as neither party wants to go trial. However, the matter may need to go to trial as the issues are complex. If it does go to trial, it would be in a year or two and there would be a lot of work that would need to be done. Both sides face costs risks.

There was one other litigation matter related to the Corporation, involving Mathley Superannuation for damage caused to its unit due to water damage. The matter was against the insurance company. The Corporation was brought in as a party due to its potential liability for insurance excess. Claim discontinued against the Corporation. No payment required by Corporation which was a good outcome.

JHT receives instructions from the MC with authority under the CTA. If settlement is required by unanimous or special resolution (dependant on value), the matter will need to go back to the whole Corporation.

Comments

Budgeting is hard, but will be staggered legal costs over the next year or two.

Belinda Bartel – Emphasises that the legal costs are minimal compared to the \$480k pa GT would ask for the whole of the lease agreement (12 years) = \$5.76m.

Ray Eid (Lot 5) – wants to talk to GT directly hear his side of the story.

Brenton – Any owner is most welcome to speak to GT, however will flag that he may not be in a position to respond.

GT – Speaking now in my capacity as lot owner, any questions for GT regarding the action can go through the lawyers. Advises talking to Brenton, who can then talk to GT through his legal team.

Brenton – Individual owner questions can go either through JHT or to Belinda/Gojko to answer.

Further discussion regarding next steps.

10. Confirmation of By-Law Wording from 2023 AGM (Special Resolution)

Following the three By-Laws Special Resolutions carried/authorised in the 2023 AGM (Special Resolutions 15.1, 15.2 & 15.3), exact wording for these By-Law changes is presented below for final approval.

11. 10.1 - An Addition to By-Law 9.2.3 (Special Resolution)

To prevent unreasonable denial or delay to approve correctly submitted renovation applications. That is fully completed and submitted on the Corporation's renovation Application Form.

Proposed By-Law wording for By-Law 9.2.3 (refers to prescribed works) is:

"...such person obtains the consent of the Corporation at least fourteen (14) days before the commencement of such prescribed work. Consent cannot be unreasonably withheld or delayed".

Comments

PO (Lot 15) – reads as above. Makes sure you are entitled to do building works by going through the MC, which was not in by-laws previously.

Belinda Bartel – Adds that s 9 of by-laws defines “prescribed work”.

Motion

PO (Lot 15) – Moved.

Belinda Bartel – Seconded.

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

M Gribble abstains.

MOTION CARRIED

12. 10.2 - A New Clause 15.4 (Special Resolution)

To notify and provide access to the Corporation within 24 hours of water leakage/damage.

Proposed By-Law wording for By-Law 15.4 is:

"The Corporation must be immediately notified of any water leakage/damage and will be provided access to an owner's lot within 24 hours of any water leakage/damage to remediate the water damage caused. This will help prevent mould growth to reduce health risk to all building occupants. The cost for emergency response will be covered by the owner of the lot from which the leak originated".

PO (Lot 15) – reads as above.

Comments

Belinda Bartel – this new resolution should help with the insurance issues.

Paul Lam (Lot 63) – issues with access, how to get 24hr access from owners interstate?

PO (Lot 15) – other sections of by-laws allow general access and emergency access.

Belinda Bartel – the aim of this motion is to prevent denial of access. The MC was denied access last Easter by GT, which delayed repairs and then caused a significantly higher insurance repair cost and delays.

Paul Lam (Lot 63) – wording should be clearer re insurance.

Shane BCM – won't be covered by insurance.

Motion

Graham Morris (Lot 50) – Moved.

Ray Eid (Lot 5) – seconded.

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

Paul Lam (Lot 63) against.

M Gribble abstains.

MOTION CARRIED

13. 10.3 - Clause Short Term Letting (Special Resolution)

Clause previously restricted owners by not allowing for any short-term letting for less than 2 months, other than by the Serviced Apartment Operator.

Proposed By-Law wording for By-Law 13.3 is:

"Any lot owner can lease a lot or engage short term leasing via any short-term operator/manager or self management for any period of time, provided leasing is always complying with all By-Laws and statutory regulations. The management committee will always have the final ruling if complaints arise such as code of conduct issues (e.g. noise)".

Comments

PO (Lot 15) – reads out as above. Up until now, the clause in the licence agreement prevented this.
Belinda Bartel – this motion was already passed last year, this is now just the by-law wording.

Discussion regarding wording of the clause.

Motion

PO (Lot 15) – moved.

Grant (Lot 39) – seconded.

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

Ray Eid (Lot 5) against and Lot 43 against.

MOTION CARRIED

14. Market Value Update

Update to be provided by Presiding Officer, Gojko Filipi, followed by a discussion.

Belinda Bartel – Provides a sales update. There is a number of GT units up for sale, but agents are unable to proceed despite heavy interest (as once the GT contract is read by the parties' solicitors and/or lenders, interest is lost). One of the studio lots had a campaign started in May 2023 **with a price guide of \$185k-\$195k**. Price was adjusted to \$175k to try to secure a sale at the start of 2024. There were 219 enquiries, multiple viewings (with good reviews of the property), but main feedback reflected issues with the terms of the GT leasing arrangement and rent income being low, plus the lease is for a long period time with no ability to terminate and low yield compared to other investments.

The building has had a recent record sale for \$1.15m for a renovated Lot that is not leased by GT. Concerned the GT lease is dragging down prices of the individual lots.

PO (Lot 15) – His unit 108 was originally rented out for \$650pw, then in the following years more and currently for \$1000pw. This is a 54% increase in two years (without a GT lease). If there would be a GT lease on the unit, it would have been only an 6% increase. Anyone in a long GT lease is suffering. Better if your lot is not on a GT lease as its not in your favour.

Ray Eid (Lot 5) – seconds that comment. Has worked previously in the service apartment industry, his lot has declined 8%pa since lease started. Serviced apartments would go from \$350k to \$800k if not leased by GT. Banks hate these leases. Stay out of these leases.

Wayne (Lot 18) – the return on our investment has not improved since the last AGM. The GT rent increase of \$33pm does not cover the cost of increased bills, and we are suffering even further losses due to the GT contract. The comparison is above 50% rental increase in the last 2 years for non-GT Lots versus Lots with a GT lease receiving only a 1%pa increase. Cannot sustain a GT lease. Also confirmed local real estate agents saying there have been no sales yet for units with a GT lease on them, whilst units without a GT lease are selling quickly.

Ray (Lot 5) – is there market rent review clause in the GT lease?

Wayne (Lot 18)– No. Trying to fix that. Would discuss further here but GT is listening, don't want to defame him or his staff.

15. Security - Entry Card System (Ordinary Resolution)

Update to be provided by Presiding Officer, Gojko Filipi on issues experienced by entry card system being managed by Gribble Trading.

That the committee be authorised to investigate and determine the best outcome for all owners for the management of the entry card system. If Gribble Trading's management of this system is found to be unsatisfactorily managed or administered, the management committee be authorised to implement their

alternative recommended management of this system.

Comments

PO (Lot 15) – There are issues with access cards and updating them. A few people had problems. Threats of police attendance in some cases to get card from GT reception, so that owners could access their own properties (one owner occupier was locked out overnight). GT issued after hours call-out costs which Corporation thought unreasonable. Went through lengthy process with Whittles (Shane agrees).

Lot 604 – Really disappointed by female reception staff re ad hoc enquiries and card issue. Feels deliberately done, which is horrible. Her 16 daughter is frightened of them. Not limited to occupiers; reception spoke to elderly guests condescendingly. Finds it embarrassing that guests have been treated this badly. On an event one Saturday morning, was late in getting cards in the cut off time, the reception girl locked her out of her apartment. Daughter witnessed this. Feels outraged. The staff seemed to take joy in her being locked out of her own home. What do you propose I do? Receptionist said “I don’t know”. They then had words. Eventually the reception girl gave her the key to go upstairs but only to call Whittles. Had to call the emergency people at Whittles and go through that process. GT has horrible staff.

Will Evatt (Lot 68) – Also witnessed a female receptionist behave rudely (or it came from above, told to have horrible attitude to any owners).

Belinda Bartel – also experienced this, tried to access important medication received via postal mail. Had spoken to mailman who said this is going on. Parcel was turned away by GT reception staff despite instructions to leave it in safe place. Interference with mail is a federal criminal offence. Despite having emailed Shaylee Hower prior to advise the medical importance beforehand, her daughter didn’t get her medication, which had serious consequences (large impact on her health). Further witnessed male receptionist also spoke to elderly guest that way, Belinda had words with the male receptionist. It seems the staff are deliberately going out of their way to make life difficult for any lot not leased by GT, especially for owner occupiers.

Tim (Lot 50) – did all the right things for key renewal but was ignored. Found it very stressful. Only received resolution after partner threatened to call the police twice. GT has to go.

Ray (Lot 5) – anything in lease about that?

Brenton – As the issue is still live re third argument (termination), best not to go into too much detail. The Corporation’s position is that there have been significant breaches re conduct.

Motion

PO (Lot 15) – moves.

Belinda Bartel – seconded.

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

M Gribble abstains.

MOTION CARRIED

16. Solar Electricity Panels Update (Advice)

Update to be provided by Presiding Officer, Gojko Filipi

PO (Lot 15) – Provides an update. Close to getting signed off after 6mths of negotiations. The Corporation will have sustainable savings by installing approx. 90 panels on roof, at no cost, including installation and bird proofing plus the infrastructure for EV charging down into the basement (but just supply at this stage). The benefit to the Corporation is approx. \$17k pa. Only thing is everyone would need to sign up to the company, but not through Whittles. The Sustainable Savings company will do all the billing. Will be an embedded network. Guaranteed to be less than 5% of market. Currently paying 37c in AGL contract. Would be buying in bulk.

Belinda Bartel – The EV supply is only in preparation. Individual supplies to a carpark space could be installed later and at the owner's expense.

PO (Lot 15) – meters will need to be updated as well, which new contractor will do (again at no cost). Has had issues previously with Whittles in supplying late fees, then those unfinancial units can't vote at the AGM. Would be a 10 year contract, but with negotiations in between. No issues with other building done by Sustainable Savings and has trust in him.

Belinda Bartel – good part of the deal is the no-cost upgrades, owners don't need to pay for those updates and rebates each year.

No further comments.

17. Election of Office Bearers

That in accordance with s76(1) & 90(1) of the Community Titles Act 1996, the meeting is required to appoint Office Bearers and Committee Members.

Limitations Imposed

The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.

Committee Meetings should be conducted in accordance with s91 to 99 of the Community Titles Act 1996.

An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.

For Presiding Officer, Secretary and Treasurer please select one.

No comments.

17.1 Presiding Officer Ordinary Resolution

Gojko Filipi from Lots 15 and 40 has nominated to be Presiding Officer.

No further nominations. No nominations beyond the number of position available. Ray Eid (Lot 5) nominates self as ordinary committee member. All re-nominated.

17.2 Secretary Ordinary Resolution

Gojko Filipi from Lots 15 and 40 has nominated to be Secretary.

As above.

17.3 Treasurer Ordinary Resolution

Graham Morris from Lot 50 has nominated to be Treasurer.

As above.

18. Ordinary Member Ordinary Resolution

Belinda Bartel has nominated to be an Ordinary Member.

As above.

19. Ordinary Member Ordinary Resolution

Melissa Bartel has nominated to be an Ordinary Member.

As above.

20. Ordinary Member Ordinary Resolution

Phil Dinham from Lot 45 has nominated to be an Ordinary Member.

As above.

21. Ordinary Member Ordinary Resolution

Gojko Filipi from Lots 15 and 40 has nominated to be an Ordinary Member

Explanatory Notes: Only if unsuccessful as being appointed as the Presiding Officer.

N/A

22. Ordinary Member Ordinary Resolution

Michelle Lam from Lot 63 has nominated to be an Ordinary Member.

As above.

23. Ordinary Member Ordinary Resolution

Paul Lam from Lot 63 has nominated to be an Ordinary Member.

As above.

24. Ordinary Member Ordinary Resolution

Graham Morris from Lot 50 has nominated to be an Ordinary Member.

Explanatory Notes: Only if unsuccessful in being appointed treasurer.

N/A

25. Sinking Fund Term Deposit Renewal

Renew the Term Deposit for 6 months

PO (Lot 15) – suggested to Whittles, but needs to be ratified. Bit over \$200k over 6mths just in case.

Taylor (Lot 39) – what is current interest? 4-4.5%

All agreed.

26. Sinking Fund Term Deposit Interest Withdrawal and Transfer Ordinary Resolution

Withdraw the interest from the Sinking Fund and transfer to the Administration Fund.

Currently a bit over \$9k.

Motion

PO (Lot 15) – moved.

Michelle Lam (Lot 63) – seconded.

Accepted (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

M Gribble abstains.

MOTION CARRIED

27. General Business

Restaurant Update

Discussion.

PO (Lot 15) - Shane Wang operating restaurant since Nov last year. Gojko helped set up. David Ross at Sustainable Savings consulted. Some complaints of cooking smells and grease trap (as Shane BCM knows).

Discussion regarding issues regarding the restaurant, particularly smells, grease trap and alarm.

PO (Lot 15) – MC meeting to resolve issue. Recommended that Notice be served on operator.

Building Water Damage

Old Hot water Services Leaking (check age, replace and tray as needed, insurance, discuss remediation, procedures/plans)

Paving Works Update

PO (Lot 15) – small sections rear of building to prevent water going to basement. Treated previously but need to do a little more. Couple quotes received after several months' delay.

Storage Cupboard (Common Property) Availability

For owners to use.

Belinda Bartel – storage cupboards on each floor is common property. Open to best-use suggestions. Calls for suggestions. Leased to owners for Corporation income is one idea (but then problem arises that the common property is used for one individual). Leave discussion to MC.

Tabled for later.

Insurance Claims Update

Discussion.

Already discussed.

After Hours Emergency Access Update

Discussion.

Belinda Bartel – issues with GT for after hours access (\$250 fee invoiced by GT, at 2023 AGM GT stated will be \$500 fee per callout), decided to engage cleaner/caretaker, now available for all tenants/lot owners. Fee is \$150 per callout, Whittles will on charge to caller, he is not far away from service. Greg's number 0402 214 109 to be published in minutes and appropriate signage erected.

Shane BCM – Whittles to facilitate.

Vending Machine Installation

Discussion.

Belinda Bartel – vending machine in foyer installed in Dec 2023, portion of sales goes to Corporation to lower fees, vending machine and the stocking products are at no cost to the Corporation, refilling and supply covered by supplier (who have portion of sales), Corporation receives approx. \$3.3k pa to help reduce fees. Products included are a wide range. If anyone has something in particular to put in there, let us know as there is an extensive variety available for us to choose from.

Discussion re product options.

Laundry Update

Both washing machines were replaced this year for a cost of approximately \$2.5k. We are looking to update to coin operated for all machines in the future.

Mathley Legal Action (requested by lots 1, 4, 5)

That the Body Corporate Manager report on all matters in relation to the legal action with Mathley Superannuation Pty Ltd (Brenton James of JHT to provide update relating to the part of the claim where claim not covered by Policy of Insurance).

Already addressed by Brenton.

28. Administrative Fund Budget (Ordinary Resolution)

THAT in accordance with s81(5)(d) (iii) of the Community Titles Act 1996, the attached Administrative Fund budget be approved and adopted.

Contributions reflected in this budget are an increase from the previous budget with proposed quarterly contributions for the Corporation of \$107,804.20 for the financial year ending 31 DEC 2024.

*This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.
Contributions will be raised in accordance with Lot Entitlement Values.
It should be noted that a Special Levy, as per item xxxxx, is also required.*

Belinda Bartel – fees have increased as everything costs more, plus legal costs and covid reductions etc. There are any projects ahead of us, biggest is external painting. Promised 1/3 price if GT, never fruited.

[Lara Townsend - Lot 604 leaves and Annie Robinson leaves.]

Motion

PO (Lot 15) – moves.

Graham Morris (Lot 50) – seconded.

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

M Gribble abstains.

MOTION CARRIED

29. Sinking Fund Budget (Ordinary Resolution)

THAT in accordance with s116 of the Community Titles Act 1996, the attached Sinking Fund budget be approved and adopted.

Contributions reflected in this budget are an increase from the previous budget with proposed quarterly contributions for the Corporation of \$42,514.50 for the financial year ending 31 DEC 2024.

This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year..

Contributions will be raised in accordance with Lot Entitlement Values.

Belinda already covered.

Motion

Graham Morris (Lot 50) – moved.

PO (Lot 15) – seconded.

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

M Gribble abstains

MOTION CARRIED

30. Budget Comparison - with or without Gribble Trading (Advice)

Whilst fees need to be increased to help cover the costs of defending the Corporation against Gribble Trading's Claim, a comparison on the alternative of paying all of Gribble Trading's invoices is attached. The table shows the additional fees that would have to be paid if Gribble Trading's invoices were paid as claimed (and multiplied by 12 for the 12 years of their licence agreement). Please note the actual fees would be even higher than these figures because for simplicity CPI is excluded for this comparison.

Comments

Belinda Bartel – put in table for simplistic visualisation. Explained graph represents one year (including legal costs), if multiplied by the 12 year Licence agreement with GT the difference will be much more profound (GT costs extraordinarily higher), and the legal fees will only last 1-2 years, not 12. Makes the choice easy and obvious – we are much better off going to court fighting the GT claims.

Discussion re costs of Gribble Trading.

31. Insufficient Funds Special Levy Authority (Ordinary Resolution)

THAT should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of \$2,000.00.

If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.

Comments

PO (Lot 15) – Levy to counteract any shortfalls. Common clause every year.

Motion

PO (Lot 15) – moves

Graham – seconded

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

M Gribble abstains.

MOTION CARRIED

32. Interest Charged on Overdue Contributions/Levies Ordinary Resolution

THAT in accordance with the provisions of s114 (4) of the Community Titles Act 1996, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.

The Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.

Comment

PO (lot 15) – standard item every year in case people get behind to encourage to pay.

Motion

PO (Lot 15) – moves.

Graham Morris (Lot 50) – seconded.

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

M Gribble abstains.

MOTION CARRIED

33. Recovery of Overdue Contributions/Levies Ordinary Resolution

THAT in accordance with s114 (7) of the Community Titles Act 1996, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.20415 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.

Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.

Fees charged by third party providers will be recovered from the debtor at cost per invoice.

Owners are advised of the following debt recovery process:

- 1. Owners are issued their contribution notice approximately 3 weeks before the due date.*
- 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.*
- 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment*

is to be made in full within 21 days from date of issue.

4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.

5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.

Comments

Standard clause.

Motion

PO (Lot 15) – moved.

Graham Morris (Lot 50) – seconded.

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

M Gribble abstains.

MOTION CARRIED

34. Appointment of Manager Ordinary Resolution

THAT the Body Corporate under s76(9) of the Community Titles Act 1996:

i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services upon terms agreed between the Body Corporate and Whittles,

ii. make the appointment on a month to month basis,

iii. authorise limited powers to Whittles Management Services Pty Ltd,

iv. agree to pay Service Fees to Whittles Management Services Pty Ltd,

v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and

vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.

The Services Agreement is available for viewing at whittles.com.au through your owner portal.

It should be noted that if Whittles is not appointed, the meeting would be closed and the Corporation can then reconvene at a later stage.

Graham Morris (Lot 50) – moved.

PO (Lot 15) – seconded.

ACCEPTED (Save for as set out below, all those attending and those exercising proxies voted in favour of the resolution).

M Gribble abstains.

MOTION CARRIED

35. Next Meeting & Closure

To be discussed at the meeting.

Will (Lot 68) – Thank you Belinda and Gojko for organising everything and supporting owners.

Belinda Bartel – thank you for recognition.

Lam (Lot 63) – Concur.

All owners agreed.

PO (Lot 15) – next AGM roughly same time next year.

Lam (Lot 63) – meantime may be a few EGMs.

MEETING CLOSED 7:30PM