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Orig. **LF 14582219**



16:16 29-Jul-2025  
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
	LF

AGENT CODE

LODGED BY: JONES HARLEY TOOLE (JHTL)

CORRECTION TO: JONES HARLEY TOOLE (JHTL)

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

1. By-Laws

2. Resolution


3. ....

4. ....

5. ....

PICK-UP NO.	
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<i>S. Jayne</i> CORRECTION 1413 20.10.2025	PASSED <i>dt</i>
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FILED <i>[Signature]</i> 12.11.2025	 PRG REGISTRAR-GENERAL
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\* 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 the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

**INSTRUMENT AFFECTED 14248725**

**PLAN No. 20415**

**To the Registrar-General,**


I, Mr Gojko Filipi

of 43 FREDERICK ROAD, ROYAL PARK SA.....

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 resolution of the corporation on the 16<sup>th</sup> day of July 2025; and

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

  
.....  
Gojko Filipi, Presiding Officer

DATE: 28/7/25

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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 \$132,000.00.
  - 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.
- 2.6. That any managing agent operating a business for letting services cannot be elected as a committee member due to a conflict of interest.

In this clause, 'Managing Agent' includes, but is not limited to:

- Any individual, company, or third-party service contracted by a unit owner to manage, lease, or sublease a unit;
- Agents facilitating short-term or long-term rentals, including sub-letting;
- Persons who, for compensation, supervise, arrange, or oversee the occupation of a unit by third parties, including guests or tenants.

**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.
- 5.13. Smoking, vaping, or similar activities are prohibited on common areas, on balconies or around the perimeter of the building. These activities must not cause fumes or odours to enter other units or indoor common spaces. Waste (e.g., cigarette butts) must be properly disposed of and not discarded from balconies or in public areas.

#### **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;
- 8.14. The Building's Code of Conduct is hereby adopted.

**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 their Lot, subject to notifying the Management Committee using the approved Pet Notification Form, provided always that the Lot holder or Occupier must:
- (a) do all things reasonably necessary to care for 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 animal; and
  - (c) comply with all statutory requirements and regulations in respect of the animal.

The Management Committee may establish, in compliance with the *Community Titles Act 1996*, directive policies for pet ownership, which may be updated by ordinary resolution and made available to owners via the Whittles owner portal and [ritz88.com.au](http://ritz88.com.au).

- 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. A Lot holder is entitled to lease a Lot only on the terms and conditions set out hereunder:

- (a) The Lot holder must inform the Corporation of the identity of the Lessee and/or agent (including contact details such as mobile number, landline and/or email address(es)) and the essential terms and conditions of the lease;
- (b) The lessee and/or agent must be approved by the Management Committee;
- (c) The Lot holder must provide a copy of these By-Laws to the relevant lessee and/or agent and ensure the lessee and/or agent is bound, via the terms of the lease, to comply with these By-Laws; and

- (d) The Lot holder, lessee and/or agent and any tenant or guest must comply with the Act, By-Laws ~~and any Rules~~ prepared by the Management <sup>E.G.</sup> Committee regarding the leasing of Lots.
- 13.2. The Management Committee is authorised to make Rules regarding the leasing of Lots.
- 13.3. If there is a contravention of the Act, the By-Laws ~~or Rules~~ <sup>E.G.</sup> by the Lot holder, lessee or guest, the Management Committee is authorised to take action in respect of the contravention (or ongoing contravention). This action includes (but is not limited to):
  - (a) Imposing fines and penalties upon the Lot holder (including for contravention by the lessee and/or agent or guests);
  - (b) ~~Withdrawing the entitlement of the Lot holder to lease the Lot;~~ <sup>E.G.</sup>
  - (c) Withdrawing the entitlement of the Lot holder to use a particular lessee (or leasing agent).

Agent application forms are available on the ritz88.com.au website or on the Whittles' Owner's Portal.

**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.

TERMS OF INSTRUMENT  
NOT CHECKED BY LAND  
SERVICES SA

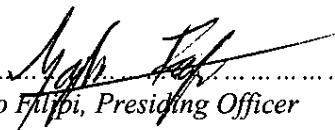
By-Law  
Development No. 020/C016/98

## *RESOLUTIONS*

COMMUNITY PLAN NO. 20415

88 FROME STREET  
ADELAIDE

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

  
.....  
Gojko Filipi, Presiding Officer

DATE: 28/7/25

**MINUTES**  
*of the Annual General Meeting*  
**COMMUNITY CORPORATION 20415 INC**

<b>Meeting Date</b>	Wednesday, 16 July 2025 at 5:30pm			
<b>Meeting Location</b>	Whittles Body Corporate Services, 176 Fullarton Road, Dulwich SA 5065 Via Whittles Management Video / Teleconference Facilities			
<b>Time</b>	Commenced: 5:33pm		Closed: 10:06pm	
<b>Lots Represented</b>	<u>Unit</u>	<u>Lot</u>	<u>Name</u>	<u>Voting Method</u>
	Lot 1	1	Mathley Superannuation Fund	Proxy present represented by G Filipi
	Lot 2	2	Spritz Investments Group Pty Ltd	Proxy present represented by A Schumann
	Lot 3	3	M N Khan	Proxy present represented by G Filipi
	Lot 4	4	Alba Medical Investments Pty Ltd	Proxy present represented by G Filipi
	Lot 5	5	Commercial Property Two Pty Ltd	Owner present online
	101	18	Glennifer Pty Ltd	Owner present (Proxy present represented by B Bartel)
	102	19	Zhifei Xue & Liping Han ATF Xuehan Family Trust	Proxy present represented by G Filipi
	103	8	S & A Robertson	Proxy present represented by G Filipi
	104	9	K Marder	Owner present online (Proxy present represented by G Filipi)
	105	10	J A Lassa	Proxy present represented by G Filipi
	106	12	C A & M J D Calomarde	Proxy present represented by G Filipi
	107	14	G Hardegen & L V & R N B Mackenzie	Owner present online (Proxy present represented by G Filipi)
	108	15	GKS Properties Pty Ltd	Owner present (Proxy present represented by B Bartel)
	109	74	J R Morgan	Owner present
	110	16	I S Fyfe & A E Duncan	Proxy present represented by G Filipi
	111	17	S M Morrow	Owner present online (Proxy present represented by G Filipi)
	201	30	K F Foo	Proxy present represented by G Filipi
	202	31	J & L Apartment Trust	Owner present
	203	20	P Caltabiano	Proxy present represented by G Filipi
	204	21	M N Khan	Proxy present represented by G Filipi
	205	22	H S Sohi	Proxy present represented by G Filipi
	206	24	J & T Machotka	-
	207	26	V Progonati	Owner present
	208	27	K J & J Elms	Proxy present represented by G Filipi
	209	75	L V Reeves	Proxy present represented by G Filipi
	210	28	M & M Babic	Proxy present represented by G Filipi
	211	29	R Price & J Williams-Price	Owner present online (Proxy present represented by G Filipi)
	301	42	J Kocbeck	-
	302	43	J & R McAuley & R & S McAuley	Proxy present represented by G Filipi
	303	32	B Roberts	Owner present (Proxy present represented by G Filipi)
	304	33	J P Pizzinato	Owner present
	305	34	I G Fowler	Proxy present represented by G Filipi
	306	36	D Vinodkumar Dave	Owner present (Proxy present represented by G Filipi)
	307	38	M T & S A Molloy	Proxy present represented by G Filipi
	308	39	R Cardone	Owner present online (Proxy present represented by G Filipi)
	309	76	G U Taylor	Proxy present represented by G Filipi

	310	40	GKS Properties Pty Ltd	Owner present (Proxy present represented by B Bartel)
	311	41	P McGuinness	Proxy present represented by S Hower
	401	54	P J Webb	Proxy present represented by G Filipi
	402	55	J J & S L Munn	Proxy present represented by G Filipi
	403	44	Z Eshraghi	Owner present (Proxy present represented by G Filipi)
	404	45	P & C Dinham	Owner present (Proxy present represented by G Filipi)
	405	46	D Vinodkumar Dave	Owner present (Proxy present represented by G Filipi)
	406	48	S Fan	Proxy present represented by G Filipi
	407	50	G B & F M Morris	Owner present online (Proxy present represented by G Filipi)
	408	51	M N Khan	Proxy present represented by G Filipi
	409	77	F Fang	-
	410	52	C J & G J Blake	Owner present online (Proxy present represented by G Filipi)
	411	53	C E M Bihun	Owner present online (Proxy present represented by G Filipi)
	501	66	Gribble Solutions Pty Ltd	Proxy present represented by Nick McCarthy
	502	67	A Mustica	Owner present online (Proxy present represented by G Filipi)
	503	56	T Angley	Owner present (Proxy present represented by G Filipi)
	504	57	S Palombo	Proxy present represented by G Filipi
	505	58	M J & L F Burns	Owner present online (Proxy present represented by G Filipi)
	506	60	T K & J Machotka	-
	507	62	A & Y Laforet	Proxy present represented by G Filipi
	508	63	P T & M L Lam	Proxy present represented by G Filipi (with written voting instructions)
	509	78	R Marchi	Proxy present represented by G Filipi
	510	64	Amruka Pty Ltd	Proxy present represented by G Filipi
	511	65	N & F Moretta	Proxy present represented by G Filipi
	601	68	W R V Evatt	Proxy present represented by G Filipi
	602	69	R N & L V MacKenzie & G J Hardegen	Owner present online (Proxy present represented by G Filipi)
	603	70	V V Perez	Owner present (Proxy present represented by G Filipi)
	604	71	S E E Poznanski & L J Townsend	Owner present
	605	72	J R Morgan	Owner present
	606	73	V Verduci	Proxy present represented by G Filipi
<b>Chairperson</b>	G Filipi presided over the meeting. It was agreed that Brenton James of Jones Harley Toole be invited to assist with conducting the meeting.			
<b>Additional Attendees</b>	<ul style="list-style-type: none"> <li>• Emili Ardalich of Jones Harley Toole was invited to take Minutes of the meeting.</li> <li>• Shane Bjordal representing Whittles Management Services Pty Ltd.</li> <li>• Nicholas McCarthy of Clelands Lawyers, representing Mr Martin Gribble / Gribble Trading Pty Ltd.</li> </ul>			
<b>Quorum</b>	The Body Corporate Manager declared a quorum was present (in person, online or by proxy).			
<b>Voting Entitlements</b>	The Body Corporate Manager declared all Lot owners were financial at the meeting.			
<b>Other</b>	<ul style="list-style-type: none"> <li>• Proxies all valid (sighted and confirmed by Jones Harley Toole on behalf of the Corporation).</li> <li>• In accordance with the <i>Community Titles Act 1996</i> (SA) ('the Act'), no motion raised from the floor which requires a unanimous or special resolution will be accepted.</li> <li>• Members were advised those present (in person or online) may vote in lieu of any proxy given.</li> </ul>			

**Item 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 Corporation's Agreement for disclosure of all its relevant interests.*

**Discussion:**

All members were reminded of their obligation to declare any direct or indirect pecuniary interests in matters to be considered in the meeting, with reference to the Corporation's Agreement.

Glennifer Pty Ltd (Lot 18) raised a query as to whether a pecuniary interest precluded a member from voting. It was clarified that disclosure is required but such an interest does not prevent a member from voting.

**Declared interested (as noted):**

- Nick McCarthy, solicitor for Mr Martin Gribble and Gribble Trading Pty Ltd ('GT'), declared GT's pecuniary interest in items 10, 16 and 27 of the Agenda, as they may impact GT, a related entity to Gribble Solutions (Lot 66).
- Alex Schumann, proxy for Lot 2 (Spritz Investments Pty Ltd) and employee of GT, declared the same interest on behalf of GT.
- Shaylee Hower, proxy for Lot 41 (Paul McGuinness) and also a GT employee, declared an interest in the same items on behalf of GT.
- Gojko Filipi (Presiding Officer) disclosed an interest arising from his lease of a carpark from GKS Pty Ltd, which is sub-leased to the Corporation for bin storage.
- Raymond Eid (Lot 5) declared a pecuniary interest as his carpark is leased to GT.

**Item 2****Acceptance of Minutes****Ordinary Resolution**

*THAT in accordance with the provisions of s 81(5)(b) of the Community Titles Act 1996, the minutes of the Reconvened Annual General Meeting held on 20 MAR 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting, noting the following items were disputed and clarified by the Committee.*

**Discussion:**

- Formally tabled documents for reference:
  - Code of Conduct

**Voting:**

- Moved by: G Filipi (Lots 15 & 40)
- Seconded by: B Bartel

In favour: 53

Abstained: 3

Votes against: 0

**Motion carried**

**Item 3****Acceptance of Statement of Accounts****Ordinary Resolution**

*THAT in accordance with the provisions of s 81(5) (d) of the Community Titles Act 1996 (amended), the unaudited Statement of Accounts for the financial year ending 31 DEC 2024, which have been circulated to all members, is accepted.*

**Discussion:**

N/A



**Voting:**

- Moved by: G Filipi (Lots 15 & 40)
- Seconded by: B Bartel

In favour: 52

Abstained: 4

Votes against: 0

**Motion carried**

**Item 4**

**Annual Compliance Register (Advice)**

*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.*

*As part of its duty of care, the Corporation has reported to SafeWork SA the improper use of the basement storeroom in the carpark (Lot 2) for linen storage. Concerns were raised about potential mould spread to units and common areas, as well as the area's failure to meet WHS standards for a safe workplace—particularly given its use by Gribble Trading as a housekeeping office. A response from SafeWork SA is pending.*

No motion required, but members were invited to have regard to the document(s).

**Item 5**

**Contractor Approval (Advice)**

*Manager, all contractors must be approved (licensed, insured, and accredited) by the Body Corporate Manager before starting any work—regardless of who engages them. Renovations and trade work must be pre-approved by the Corporation using a renovation application form (available via Whittles or ritz88.com.au) submitted at least 14 days before work begins. The Manager will only seek quotes from and instruct work by approved contractors. Invoices from non-accredited contractors will only be paid if authorised by the Chairperson or their delegate.*

No motion required, but members were invited to have regard to the document(s).

**Item 6**

**Primary Duty of Care**

**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. We usually conduct an annual inspection of the common property, however due to our own attention to this matter, we consider this is not necessary this year.*

*THAT the Corporation postpone the common property hazard inspection report this year until a later date.*

**Discussion:**

N/A

**Voting:**

- Moved by: G Filipi (Lots 15 & 40)
- Seconded by: T Angley (Lot 56)

In favour: 52

Abstained: 3

Votes against: 2

**Motion carried**

**Item 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](http://whittles.com.au) through your owner portal.*

**Discussion:**

N/A

**Item 8**

**Insurance Renewal**

*Ordinary Resolution*

*Due to a history of significant claims in the past few years, last year we were unable to secure a 12-month insurance renewal and suffered significant price increases. Therefore, risk mitigation measures were reviewed and implemented over the past year to improve our insurance situation.*

*THAT the Corporation accepts the insurance renewal.*

**Belinda Bartel confirmed:**

- the Certificate of Currency was included with the notice and is available on the Whittles portal.
- recent risk mitigation measures undertaken to improve insurance terms: a full hot water system audit and database, smoke alarm upgrades, bird proofing, roof sealing, security improvements, emergency protocols, lift works, and adoption of IICRC S500 water damage restoration standards.
- these actions resulted in a \$13.6k premium saving. If no water damage claims are made this year, the excess will be halved. Cover has been renewed with Tailored Insurance for \$31.97 million.
- Owners (including commercial Lots) must ensure their Lots are insured and notify Shane Bjordal, Body Corporate Manager, of any change in use or occupancy.

**Discussion:**

N/A

**Voting:**

- Moved by: B Bartel
- Seconded by: P Dinham (Lot 45)

In favour: 54

Abstained: 3

Votes against: 0

**Motion carried**

**Item 9****Presiding Officer Report (Advice)**

*Update to be provided by Gojko Filipi and Belinda Bartel on behalf of the Corporation.*

Gojko Filipi (Presiding Officer) and Belinda Bartel (Ordinary Member), presented key updates to members:

- Security: CPS overhauled; approximately 1,350 GT missing cards and master key cards cancelled. Emergency access protocols implemented. HGB engaged. Short-term letting flagged as key risk.
- CCTV issues raised: GT not monitoring properly, have been several security incidents.
- Lot 2 Lease: \$120k over a 5-year lease (reception) identified as unnecessary hidden cost.
- Lift Upgrade: \$220k reduced to \$160k. \$40k door cost identified later, \$43K grant secured.
- Financials: ~\$7M saved via challenge of invoices improperly issued by GT, internal committee work, and reforms e.g. electricity & rubbish.
- Hot Water: System audit completed; 8-year replacement cycle encouraged. Owners asked to notify Shane Bjordal, Body Corporate Manager, upon replacement to maintain records.
- Restaurant/Infrastructure: Issues resolved. Access card reprogramming not feasible online.
- New building name, sign and website ritz88.com.au.

**Discussion:**

- GT Response: Nick McCarthy disputed Corporation's account; noted Lot 2 lease was a renewal. Requested report be tabled.

**Notes:**

Exits: Lot 18 (6:56pm), Lot 67 (~7:00pm), Lot 29 (~7:10pm).

**Item 10****CPS Update and Increase of Charges to Recover Costs (Advice)**

*THAT subject to court approval, that the CPS charges be increased as per the table below [see Agenda/Table].*

Due to ongoing court proceedings, this item could not be formally resolved, but an indicative vote was taken on proposed CPS charge increases as per the table below.

	Rates Per Card (incl GST)			
	Regular Hours (Tuesday's 2-3pm Friday's 5-6pm)	Annual Card Reprogramming within Regular Hours	Outside of Regular Hours & Within Normal Business Hours (9am-5pm Monday to Friday) Excluding Public Holidays	After Hours & Public Holidays
First Card Coding	\$0.00	\$0.00	\$66.00	\$150.00
Additional Cards Coding	\$20.00	\$0.00	\$20.00	\$20.00
New Cards Purchase	\$25.00	\$25.00	\$25.00	\$25.00

**Discussion:**

- Belinda Bartel clarified CPS cards expire annually; reprogramming is free if done on time. Lost cards cost \$15 + \$11 to code; outside regular hours \$66, or after-hours replacement is \$150. Increase would be from \$15 to \$25, and from \$11 to \$20.
- GT representatives challenged aspects of the proposal and risk justification.
- Presiding Officer noted market rate comparisons (e.g. \$50/card at the Oaks Embassy).

**Indicative Voting:**

In favour: 52

Abstained: 0

Votes against: 6

**Motion (indicatively) supported**

**Item 11****Gribble Trading – Legal Update (Advice)**

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

Brenton James (Jones Harley Toole) updated the members on the Corporation's dispute with Gribble Trading, confirming that:

- GT had issued approximately \$687,000 in invoices since December 2022.
- The Corporation challenged those invoices as invalid and unenforceable.
- The Corporation had incurred significant legal and other costs in defending the invoices pursuing the termination of the Licence Agreement, and that separate leaseholder claims for misrepresentation against GT are ongoing. The Corporation has included this claim for legal and other costs in its Cross-Claim against GT.
- In the course of this discussion, Nick McCarthy, on behalf of GT, unequivocally and irrevocably withdrew any claim for past invoices and undertook not to render any invoices in the future.
- Further, and following lengthy discussions with GT, the Licence Agreement was terminated fundamentally on the basis GT had failed to conduct a competent letting service.
  - Examples were given, including (but not limited to), lack of compliance to obligations for security and safety, lack of attention to proper management of the Card Programming System, lack of attention to flooding and other events causing loss and damage, poor engagement with owners, etc.
- GT disputed these assertions and opposed the termination.
- Reference is made to the "group claim" to be issued by a significant number of leasing Lot owners against Gribble Trading for misrepresentation (and damages).
- Discussion re "open" offers made by GT (noting it did not include any concession regarding the costs incurred for challenging the withdrawn invoices and did not openly identify the \$120K remaining lease cost on Lot 2 that GT proposed the Corporation take over).

*Discussion:*

- Nick McCarthy presented GT's position as: it disputes the Corporation's claims, denies liability for legal costs.
- Nick McCarthy, on behalf of GT, referred to and relied upon the significant claim for business interference by the Corporation, and is seeking damages against the Corporation of approximately \$3 million.
- Owners and committee members broadly questioned GT's conduct, (lack of) transparency, and its ongoing financial and operational impact on the building and its residents.
- Belinda Bartel asked why Martin Gribble, the director of GT, was not at this meeting to address the many questions the Lot owners had of him.
  - The response provided by Nick McCarthy was that Martin Gribble was interstate on holidays.
- Lot 18 raised concerns that GT may be underinsured for leased Lots and mentioned they couldn't get accurate insurance information from GT.
- Lot 39 expressed the view that offers proposed by GT were too vague and were a tactic to create discontent between the owners.
- Lot 70 explained they were unable to sell her unit due to impacts of GT, even after reducing the price – even though there is no GT lease on their Lot. Once buyers read the Form 1, they lost interest. They also stated they do not feel safe in the building – they are concerned about the poor security from GT.
- Lot 26 raised that the Lot owners are concerned about the itinerant people 'coming and going' from the building with no ongoing commitment to the building.

*Notes:*

Exits: Lot 29 (7:35pm), Lot 44 (7:55pm).

**Item 12****Open Discussion Forum/Q & A**

*Owner's discussion forum, opportunity for questions.*

See above.

**Item 13****Corporation Contracts – Review Frequency***Ordinary Resolution*

*THAT all contracts are to be reviewed at least annually to ensure the best outcome for the Corporation.*

**Discussion:**

N/A

**Voting:**

- Moved by: B Bartel
- Seconded by: G Filipi (Lots 15 & 40)

In favour: 53

Abstained: 3

Votes against: 0

**Motion carried**

**Item 14****Caretaking/Cleaning Contract – Conflict of Interest***Ordinary Resolution*

*THAT caretaking/cleaning contract must not be awarded to any company or individual (or their affiliates) operating property management or real estate services, including sub-letting or any other business in the building due to conflict of interest.*

**Discussion:**

- A Lot owner queried why contracts should be excluded solely on the basis of conflict of interest.
  - Brenton James clarified generally that contracts could reasonably be excluded where conflicts exist to ensure decisions remain independent, transparent, and free from competing obligations.

**Voting:**

- Moved by: G Filipi (Lots 15 & 40)
- Seconded by: B Roberts (Lot 32)

In favour: 52

Abstained: 3

Votes against: 1

**Motion carried**

**Item 15****Amendment of By-Law 2.2.2 – Major Common Property Works***Special Resolution*

*THAT By-Law 2.2.2 be amended to increase the expenditure threshold from \$10,000 to \$132,000, reflecting the statutory limit under the Community Titles Act 1996, as follows:*

2.2.2. Maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$132,000.00.

**Discussion:**

- The original proposal to delete By-Law 2.2.2 was revised following owner feedback.
- Brenton confirmed the *Community Titles Act 1996* sets a \$2,000 per Lot limit, equating to \$132,000.00 for the Corporation.
- The mover (and seconder) agreed to amend the Clause accordingly.

**Voting:**

- Moved by: G Filipi (Lots 15 & 40)
- Seconded by: B Roberts (Lot 32)

In favour: 54

Abstained: 3

Votes against: 1

**Motion carried**

**Item 16**

**New By-Law 13 – Approval of Managing Agents**

*Special Resolution*

*THAT By-Law 13 be replaced and the following be inserted in the by-laws to ensure that anyone managing units on behalf of owners complies with the Corporation's standards and rules, as follows:*

**13. Leasing**

13.1. A Lot holder is entitled to lease a Lot only on the terms and conditions set out hereunder:

- a) The Lot holder must inform the Corporation of the identity of the Lessee and/or agent (including contact details such as mobile number, landline and/or email address(es)) and the essential terms and conditions of the lease;
- b) The lessee and/or agent must be approved by the Management Committee;
- c) The Lot holder must provide a copy of these By-Laws to the relevant lessee and/or agent and ensure the lessee and/or agent is bound, via the terms of the lease, to comply with these By-Laws; and
- d) The Lot holder, lessee and/or agent and any tenant or guest must comply with the Act, By-Laws and any Rules prepared by the Management Committee regarding the leasing of Lots.

13.2. The Management Committee is authorised to make Rules regarding the leasing of Lots.

13.3. If there is a contravention of the Act, By-Laws or Rules by the Lot holder, lessee or guest, the Management Committee is authorised to take action in respect of the contravention (or ongoing contravention). This action includes (but is not limited to):

- a) imposing fines and penalties upon the Lot holder (including for contravention by the lessee and/or agent or guests);
- b) withdrawing the entitlement of the Lot holder to lease the Lot;
- c) withdrawing the entitlement of the Lot holder to use a particular lessee (or leasing agent).

Agent application forms are available on the [ritz88.com.au](http://ritz88.com.au) website or on the Whittles' Owner's Portal.

**Discussion:**

- Nick McCarthy objected on behalf of GT, citing s 37(1)(a) of the *Community Titles Act 1996*.
- A Lot owner queried whether owners of GT-leased Lots are obligated to vote in accordance with GT's power of attorney under their leases.
  - Brenton advised that, in his view (on the basis of interstate decisions), directions may apply only where the vote directly affects GT's ability to conduct its lease (e.g. not to budgets or committee elections). It was noted that GT's directions to leasing Lot owners on voting covered motions not affecting his business e.g. committee elections, budgets etc.

**Voting:**

Moved by: B Bartel

Seconded by: G Filipi (Lots 15 & 40)

In favour: 48

Abstained: 2

Votes against: 7

**Motion carried**

**Notes:**

Exit: Lot 5 (~8:30pm)

**Item 17****New By-Law 2.6 - Committee Members must have no conflict of interest***Special Resolution*

*THAT a new By-Law 2.6 be inserted in the by-laws as follows:*

2.6. That any managing agent operating a business for letting services cannot be elected as a committee member due to a conflict of interest.

In this clause, 'Managing Agent' includes, but is not limited to:

- Any individual, company, or third-party service contracted by a unit owner to manage, lease, or sublease a unit;
- Agents facilitating short-term or long-term rentals, including sub-letting;
- Persons who, for compensation, supervise, arrange, or oversee the occupation of a unit by third parties, including guests or tenants.

*Discussion:*

- Nick McCarthy objected on behalf of GT, citing s 92 of the *Community Titles Act 1996*.
- Brenton James advised that a managing agent is likely to have a pecuniary interest in almost any decision or discussion that would come before a management Committee and would therefore need to remove themselves from such discussion or decision (making their appointment unworkable). The amendment does not breach s92 nor does it otherwise breach obligations for the appointment of the committee (for example, s 90).
- A Lot owner queried whether GT representatives sit on the management committee at Franklin Apartments.
  - The representatives of the GT at the meeting refused to answer this (and associated questions) on the basis it was not relevant for the Frome Street AGM. B. Bartel advised Martin Gribble was Presiding Officer there.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: P Dinham (Lot 45)

In favour: 54

Abstained: 1

Votes against: 3

**Motion carried**

**Item 18****New By-Law 5.13 – No Smoking***Special Resolution*

*THAT a new By-Law 5.13 be inserted in the by-laws as follows:*

5.13. smoking, vaping, or similar activities are prohibited on common areas, on balconies or around the perimeter of the building. These activities must not cause fumes or odours to enter other units or indoor common spaces. Waste (e.g., cigarette butts) must be properly disposed of and not discarded from balconies or in public areas.

*Discussion:*

N/A.

*Voting:*

Moved by: R Eid (Lot 5)

Seconded by: D Vinodkumar Dave (Lot 36 & 46)

In favour: 54

Abstained: 0

Votes against: 3

**Motion carried**

**Item 19****Revised By-Law 12.1 – Pet Consent Requirement***Special Resolution*

*THAT By-Law 12.1 be amended as follows:*

12.1. A Lot holder or Occupier may keep a small household animal in their Lot, subject to notifying the Management Committee using the approved Pet Notification Form, provided always that the Lot holder or Occupier must:

- (a) do all things reasonably necessary to care for 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 animal; and
- (c) comply with all statutory requirements and regulations in respect of the animal.

The Management Committee may establish, in compliance with the *Community Titles Act 1996*, directive policies for pet ownership, which may be updated by ordinary resolution and made available to owners via the Whittles owner portal and ritz88.com.au.

**Discussion:**

- The original proposed amendment to Clause 12.1 required written consent from the Corporation via a Pet Application Form.
- During discussion, owners suggested simplifying the process. The wording was amended so that residents may keep small household pets subject to notifying the Management Committee via a notification form.
- The amendment was accepted by the original mover (and seconder).
- The Management Committee retains the power to set directive policies by ordinary resolution.

**Voting:**

Moved by: G Filipi (Lots 15 & 40)

Seconded by: P Dinham (Lot 45)

In favour: 55

Abstained: 3

Votes against: 0

**Motion carried**

**Item 20****New By-Law 8.14 – Code of Conduct***Special Resolution***Proposed Addition:**

*"The Building's Code of Conduct is hereby adopted." Copy attached.*

**Voting:**

Moved by: G Filipi (Lots 15 & 40)

Seconded by: B Bartel

In favour: 54

Abstained: 1

Votes against: 3

**Motion carried**

**Item 21****New By-Law 18.15 – Committee Authority to Make Rules***Special Resolution***Proposed Addition:**

*"The Committee may create and amend Rules to support the by-laws, subject to the Act and Corporation's best interests. Rules are enforceable and must be accessible to owners via the Building Manager or upon request."*

*Rationale: To avoid needing to change the By-laws if we need a minor change.*

Resolution withdrawn; no vote taken.



**Item 22****Hot Water Service & Plumbing Update (Advice)**

*If you would like the committee to organise your upgrade using the Corporation's plumber then please email the committee from the RITZ 88 website or at [sec.88Frome@gmail.com](mailto:sec.88Frome@gmail.com).*

Belinda Bartel advised that:

- Systems nearing 8 years should be upgraded. Owners may contact the committee via the RITZ 88 website or [sec.88Frome@gmail.com](mailto:sec.88Frome@gmail.com) to arrange works through the Corporation's plumber.
- Units 111, 203, 204, 207, 301, 504, 506 and 605 were advised their HWS were turning 8 years old this year and were requested to replace them this year.

**Item 23****Building Name & Website Update (Advice)**

*The building has been rebranded as RITZ 88 to present a fresh, modern image while reflecting its history. A new sign was installed in January 2025, and a website - [ritz88.com.au](http://ritz88.com.au) - was launched by HGB Group with Committee support.*

Belinda Bartel advised members that card cutting requests can now be made via the website, along with several other useful services and information. Owners were encouraged to register for the website's owner's portal.

**Item 24****Building Signs**

*Ordinary Resolution*

*THAT the Management Committee is authorised to review building sign applications and determine if building signs are permitted to be erected on a case-by-case basis.*

*Discussion:*

N/A.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: V Progonati (Lot 26)

In favour: 53

Abstained: 3

Votes against: 0

**Motion carried**

**Item 25****Budget Comparison – with or without Gribble Trading (Advice)**

*A comparative budget table (with and without GT) was tabled as per the meeting notice.*

*Discussion:*

- A Lot owner queried who prepared the table.
  - Belinda Bartel confirmed it was compiled by the Management Committee based on current information.
- Nick McCarthy, on behalf of GT, disputes the figures.

**Item 26****Budget Comparison – with paid committee members vs without**

*A cost comparison graph illustrates actual/projected legal expenses vs. estimated undisputed settlement Costs [see Agenda for table].*

As above. It was noted that now GT has confirmed that GT invoices are withdrawn, the GT column should be reduced from \$8.76M to \$3M.

**Item 27****Authorisation to Continue Defending Gribble Trading Legal Case***Special Resolution*

*The Corporation maintains it lawfully terminated the Licence Agreement with Gribble Trading, which is now suing for \$3M. In response, the Corporation has filed a Cross Claim for damages due to misrepresentation. Owners are asked to authorise continued legal defence. Although costly, the Committee believes allowing Gribble to remain under the Licence—with ongoing charges, security risks, and poor conduct—would be far more costly and damaging. A legal cost estimate is provided by Jones Harley Toole.*

*Motion: THAT Owners approve the continued funding of the Corporation's legal defence against Gribble Trading.*

*Discussion:*

- Nick McCarthy, on behalf of GT, opposed the motion, citing lack of a detailed costed budget.
- Brenton James, for the Corporation, clarified the authority is limited to the estimated legal costs unless the matter settles earlier.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: B Bartel

In favour: 52

Abstained: 1

Votes against: 4

**Motion carried**

**Item 28****Sinking Fund Term Deposit***Ordinary Resolution*

*Sinking Fund Term Deposit renewal motion:*

*THAT the Corporation transfer \$150,000 from the matured term deposit to the Sinking Funds working account and renew term deposit for 12 months for the balance (approx. \$95,000).*

*Discussion:*

N/A.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: P Dinham (Lot 45)

In favour: 53

Abstained: 4

Votes against: 0

**Motion carried**

**Item 29****Administrative Fund Budget***Ordinary Resolution*

*THAT in accordance with s 81(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 \$123,980 for the financial year ending 31 DEC 2025. 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 at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values.*

*Discussion:*

N/A.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: B Bartel

In favour: 51

Abstained: 3

Votes against: 4

**Motion carried**

**Item 30**

**Sinking Fund Budget**

*Ordinary Resolution*

*THAT in accordance with s 116 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 \$48,900 for the financial year ending 31 DEC 2025. 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 at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values.*

*Discussion:*

N/A.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: B Bartel

In favour: 52

Abstained: 3

Votes against: 5

**Motion carried**

**Item 31**

**Move Funds Between Admin & Sinking Funds**

*Special Resolution*

*THAT the Management Committee is authorised to move funds between admin and sinking funds where more money than is required is held in either the admin or sinking fund, the excess may be transferred to the other fund.*

*Discussion:*

- Brenton James clarified that the *Community Titles Act 1996* already permits such transfers.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: B Roberts (Lot 32)

In favour: 53

Abstained: 4

Votes against: 1

**Motion carried**

<b>Item 32</b>	
<b>Insufficient Funds Special Levy Authority</b>	<i>Ordinary Resolution</i>
<i>THAT the Body Corporate authorises the Manager, in consultation with the Committee, to raise a special levy (up to \$2,000 per lot based on entitlement values) if the Administration Account lacks funds to cover urgent expenses like insurance, rates, or taxes. If more than \$2,000 is needed, further levies must be approved at a General Meeting.</i>	

*Discussion:*

- A Lot owner queried what qualifies as “urgent debts”.
  - Brenton James clarified this is defined by necessity, while Shane Bjordal, Body Corporate Manager, clarified it primarily relates to cash flow.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: B Bartel

In favour: 53

Abstained: 3

Votes against: 0

**Motion carried**

<b>Item 33</b>	
<b>Interest Charged on Overdue Contributions/Levies</b>	<i>Ordinary Resolution</i>
<i>THAT in accordance with the provisions of s 114(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 Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</i>	

*Discussion:*

N/A.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: Glennifer Pty Ltd (Lot 18)

In favour: 53

Abstained: 3

Votes against: 0

**Motion carried**

<b>Item 34</b>	
<b>Recovery of Overdue Contributions/Levies</b>	<i>Ordinary Resolution</i>
<i>THAT under s 114(7) of the Community Titles Act 1996, Whittles is authorised to take all necessary steps to recover overdue levies, including engaging a debt recovery agency and initiating legal action on behalf of the Corporation. A \$44 fee is charged if payment is 27+ days overdue. Third-party recovery costs and fees are passed on to the debtor.</i>	

*Discussion:*

N/A.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: B Bartel

In favour: 53

Abstained: 3

Votes against: 0

**Motion carried**

<b>Item 35</b>
<b>General Business</b>
<i>Please refer to the Presiding Officer's Report.</i>

<i>Discussion:</i> N/A
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<b>Item 36</b>
<b>Election of Office Bearers</b>
<i>THAT in accordance with ss 76(1) and 90(1) of the Community Titles Act 1996 (SA), the meeting appoints Office Bearers and Committee Members.</i>

<b>Item 36.1</b>
<b>Presiding Officer</b> <span style="float: right;"><i>Ordinary Resolution</i></span>
<i>Gojko Filipi of Lots 15 &amp; 40 has been nominated.</i>

<i>Discussion:</i> N/A.  <i>Voting:</i> Moved by: P Dinham (Lot 45) Seconded by: B Bartel  In favour: 54 Abstained: 0 Votes against: 4  <b>Motion carried</b>
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<b>Item 36.2</b>
<b>Secretary</b> <span style="float: right;"><i>Ordinary Resolution</i></span>
<i>Gojko Filipi of Lots 15 &amp; 40 has been nominated.</i>

<i>Discussion:</i> N/A.  <i>Voting:</i> Moved by: V Progonati (Lot 26) Seconded by: P Dinham (Lot 45)  In favour: 53 Abstained: 0 Votes against: 4  <b>Motion carried</b>
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<b>Item 36.3</b>
<b>Treasurer</b> <span style="float: right;"><i>Ordinary Resolution</i></span>
<i>Graham Morris of Lot 50 has been nominated.</i>
<i>Vani Progonati of Lot 26 has been nominated.</i>
<i>Dhaval Vinodkumar Dave of Lots 36 and 46 has been nominated.</i>

**Discussion:**

- In addition to the nomination of Graham Morris (Lot 50), the following nominations were also received with proper notice:
  - V Progonati of Lot 26
  - D Vinodkumar Dave of Lots 36 & 46
- All nominees were eligible, and their nominations were duly noted.
- Proxies appointed to Gojko Filipi (Lots 15 & 40) and Belinda Bartel were applied to Graham Morris to be appointed as Treasurer (motion carried as below).

**Voting:**

Moved by: G Filipi (Lots 15 & 40)

Seconded by: B Bartel

In favour: 54

Abstained: 3

Votes against: 0

**Motion carried**

**Item 37**

**Election of Committee Ordinary Members**

*Body Corporate Manager as observer will be elected if there are no other nominations.*

*Please vote on nominations for Ordinary Members from the below:*

**Item 37.1**

**Ordinary Member**

*Ordinary Resolution*

*Raymond Eid of Lot 5 has nominated for Ordinary Member.*

**Discussion:**

N/A.

**Voting:**

Moved by: G Morris (Lot 50)

Seconded by: A Schumann (proxy for Lot 2)

In favour: 4

Abstained: 0

Votes against: 54

**Motion not carried**

**Item 37.2**

**Ordinary Member**

*Ordinary Resolution*

*Paul Lam of Lot 63 has nominated for Ordinary Member.*

**Discussion:**

N/A.

**Voting:**

Moved by: L Townsend (Lot 604)

Seconded by: R Eid (Lot 5)

In favour: 3

Abstained: 3

Votes against: 50

**Motion not carried**

**Item 37.3****Ordinary Member***Ordinary Resolution**Michelle Lam of Lot 63 has nominated for Ordinary Member.**Discussion:*

N/A.

*Voting:*

Moved by: V Progonati (Lot 26)

Seconded by: R Eid (Lot 5)

In favour: 0

Abstained: 7

Votes against: 50

**Motion not carried****Item 37.4****Ordinary Member***Ordinary Resolution**Gojko Filipi of Lots 15 & 40 has nominated for Ordinary Member (if unsuccessful in being appointed Presiding Officer).*

Not applicable; no vote taken.

**Item 37.5****Ordinary Member***Ordinary Resolution**Graham Morris of Lot 50 has nominated for Ordinary Member (if unsuccessful in being appointed Treasurer).*

Not applicable; no vote taken.

**Item 37.6****Ordinary Member***Ordinary Resolution**Phil Dinham of Lot 45 has nominated for Ordinary Member.**Discussion:*

N/A.

*Voting:*

Moved by: G Filipi (Lots 15 &amp; 40)

Seconded by: B Bartel

In favour: 51

Abstained: 8

Votes against: 0

**Motion carried**

<b>Item 37.7</b>	
<b>Ordinary Member</b>	<i>Ordinary Resolution</i>
<i>Belinda Bartel has nominated for Ordinary Member.</i>	

*Discussion:*

N/A.

*Voting:*

Moved by: V Progonati (Lot 26)

Seconded by: B Roberts (Lot 32)

In favour: 49

Abstained: 4

Votes against: 5

**Motion carried**

<b>Item 37.8</b>	
<b>Ordinary Member</b>	<i>Ordinary Resolution</i>
<i>Melissa Bartel has nominated for Ordinary Member.</i>	

*Discussion:*

N/A.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: B Roberts (Lot 32)

In favour: 49

Abstained: 4

Votes against: 5

**Motion carried**

<b>Item 37.9</b>	
<b>Ordinary Member</b>	<i>Ordinary Resolution</i>
<i>Vani Progonati of Lot 26 has nominated for Ordinary Member.</i>	

*Discussion:*

- Motion to nominate received from the floor.

*Voting:*

Moved by: D Vinodkumar Dave (Lots 36 & 46)

Seconded by: A Schumann (proxy for Lot 2)

In favour: 8

Abstained: 0

Votes against: 49

**Motion not carried**



**Item 37.10****Ordinary Member***Ordinary Resolution*

*Dhaval Vinodkumar Dave of Lots 36 and 46 has nominated for Ordinary Member.*

*Discussion:*

- Motion to nominate received from the floor.

*Voting:*

Moved by: A Schumann (proxy for Lot 2)

Seconded by: S Hower (proxy for Lot 41)

In favour: 8

Abstained: 0

Votes against: 50

**Motion not carried**

**Item 37.11****Ordinary Member***Ordinary Resolution*

*Rena Eid of Lot 5 has nominated for Ordinary Member.*

*Discussion:*

N/A

*Voting:*

Moved by: V Progonati (Lot 26)

Seconded by: S Hower (proxy for Lot 41)

In favour: 7

Abstained: 1

Votes against: 50

**Motion not carried**

**Item 38****Appointment of Manager***Ordinary Resolution*

*Under s 76(9) of the Community Titles Act 1996, the Body Corporate resolves to:*

- 1. Appoint Whittles Management Services Pty Ltd as Manager on agreed terms,*
- 2. Make the appointment on a month-to-month basis,*
- 3. Grant limited powers to Whittles,*
- 4. Approve payment of service fees,*
- 5. Acknowledge Whittles' disclosures, and*
- 6. Authorise execution of the Services Agreement outlining the terms.*

*The agreement can be viewed via the owner portal at whittles.com.au.*

*Note: If Whittles is not appointed, the meeting will close and may be reconvened later.*

*Discussion:*

N/A.

*Voting:*

Moved by: G Filipi (Lots 15 & 40)

Seconded by: B Bartel

In favour: 54

Abstained: 0

Votes against: 3

**Motion carried**

**Item 39****Next Meeting & Closure**

*To be discussed at the meeting.*

**Discussion:**

- Annual General Meeting to be next held in the new Calendar year.
- It was clarified that the Court matter is next listed in November 2025, with trial expected in May/June 2026.

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**CODE OF CONDUCT**  
*of the*  
**COMMUNITY CORPORATION 20415 INC**

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***Introduction***

Lot owners and Lot occupiers of the Corporation should be treated with courtesy and respect. Zero tolerance of unacceptable behaviour is vital in providing a safe and respectful shared space for residential living and commercial interests.

This Code of Conduct should be read in addition to the obligations prescribed by the By-Laws. To the extent there is any conflict between this Code of Conduct and the By-Laws, the By-Laws prevail.

***What does the Code of Conduct cover?***

This Code of Conduct covers interactions between Lot owners, committee members, contractors, Lot occupiers and guests whilst on the premises or in the course of electronic or other forms of communication.

For the avoidance of doubt, "interactions" include person to person contact, communication by electronic devices such as telephones, mobile phones, email, text (SMS) or social media.

An "interaction" may include actions or behaviour by one person to another (without reciprocation).

It does not apply to interactions within Lots but applies to interactions in common property and between Lots. It includes interactions between Lot owners, Lot occupiers and guests with members of the Management Committee or any person with delegated duties from the Management Committee.

Lot owners and/or Lot occupiers are expected to convey the terms of the Code of Conduct to any guest or visitor whilst on site or in communication with a Lot owner, Lot occupier or other guest.

***Behaviour of Committee Members***

Committee members must:

- Act impartially, be open and accountable, and respect opinions of other persons and differences of opinion;
- Respect the confidentiality of discussions at meetings;
- Not provide false, misleading or otherwise deceptive information to other members, Lot owners or any other party;
- Ensure the best interests of all owners are placed above their own individual interests or the interests of a minority of owners;
- Formally disclose to the committee any conflicts of interest and absent themselves from voting when this occurs; and
- Not seek to gain advantage over other Lot owners (financial or otherwise) and disclose any financial advantage that might inadvertently occur in advance.

### ***"Unacceptable behaviour"***

Any unacceptable behaviour exhibited during an interaction between Lot owners, Lot occupiers and/or Lot guests is not acceptable and will not be tolerated.

For the avoidance of doubt, "unacceptable behaviour" includes (but may not be limited to):

- Behaviour that is:
  - Aggressive;
  - Offensive;
  - Violent;
  - Harassing;
  - Bullying;
  - Insulting;
  - Coercion;
  - of a threatening nature;
  - Legal action which is frivolous or vexatious, or
  - Unlawful, including behaviour which is of a discriminatory nature.
- Behaviour that is not necessarily directed toward the Lot owner, Lot occupier or guest but nevertheless causes the Lot owner, Lot occupier or guest to feel unsafe, uncomfortable and/or disrespected;
- Threats or other intimidating behaviours that causes a person to feel they are unsafe or being threatened. It may involve an actual or perceived threat to safety, health or wellbeing;
- Physical contact such as pushing, shoving, tripping, grabbing, hitting, or any other type of unwelcome physical contact such as kissing, touching, etc.;
- Any threat involving the use of a physical object;  
Unlawful conduct, including but not limited to, conduct of a sexual and/or racist nature;
- Any conduct of a discriminatory nature including conduct discriminatory on the basis of gender/sexual identity, race, religion, socioeconomic status and/or cultural diversity;
- Excessive communications intended to harass or intimidate;
- Written or oral communications especially repeated communications or requests on the same topic, or by actions or conduct; or
- Any breaches of the behaviour of committee members outlined on Page 1 of this Code of Conduct.

### ***Consequences of Unacceptable Behaviour***

If a person exhibits unacceptable behaviour during the course of an interaction with a Lot owner, Lot occupier and/or guest, the Lot owner, Lot occupier and/or guest will be at liberty to:

- Give a warning to the person that the behaviour is unacceptable and no further unacceptable behaviour will be tolerated;
- Require a written document which amounts to unacceptable behaviour to be withdrawn and resent without this content; and
- Immediately bring an end to the interaction.

At the request of the Lot owner, Lot occupier and/or guest, anyone exhibiting unacceptable behaviour will be sent a letter from the Body Corporate Manager, Presiding officer (or delegate) advising that the behaviour was unacceptable and future unacceptable behaviour will not be tolerated.

If the unacceptable behaviour is exhibited by a Lot occupier and/or guest, the Management Committee may, upon the request of the person affected by the unacceptable behaviour or on its own motion, notify the relevant person of the behaviour (to whom the Lot occupier, committee member or guest relates) and will be advised of the authority to fine this person if the behaviour continues.

### ***Any Subsequent or Ongoing Violation of this Policy***

- Ongoing communications containing evidence of unacceptable behaviour will not be accepted and will be returned to the sender.
- May result in a referral to the SA Police or other legal action (including civil remedies).
- Any Lot owner exhibiting unacceptable ongoing unacceptable behaviour may be fined for such amount as the Management Committee deems appropriate in the circumstances.
- If a Lot occupier and/or guest exhibits ongoing unacceptable behaviour, the Lot owner of the relevant Lot will be fined for such amount as the Management Committee deems appropriate.

### ***Dispute Resolution Process***

A person wishing to challenge any action taken by the Corporation in response to unacceptable behaviour may ask that the issue be reviewed by the Management Committee who may refer to another person not on the Management Committee to provide advice for a review. Upon receipt, the reviewer considers the information provided by both parties (or any other relevant person) and determines whether there has been a breach of the Code, and if so, provides a recommendation to the Management Committee for any future action. The subsequent decision by the Management Committee about this advice is to be final.

Note: If the unacceptable behaviour relates to a member or members of the Management Committee, the member or members shall not be present at discussions nor take part in any vote taken.