

Gadens Ridgeway  
Code: 1471B

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**SUBDIVISION ACT**

**NOTIFICATION OF CHANGE OF ADOPTION OF RULES**

To the Registrar

Body Corporate Plan No PS335005W

Attached is a copy of:

1. Special Rules adopted by the Body Corporate under Regulation 407 of the Subdivision (Body Corporate) Regulations 1989.

DATED the 9<sup>th</sup> day of November 1994.

The Common Seal of Body Corporate Plan No PS335005W was hereto affixed in accordance with Regulation 618 of the Subdivision (Body Corporate) Act Regulations 1989 in the presence of:

*G. Overell*  
.....  
Delegated Officer



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**ASIAN PACIFIC HOUSE  
344 ST KILDA ROAD MELBOURNE  
RULES FOR BODY CORPORATE PLAN NO PS335005W**

1. A member must not and must ensure that the occupier of a member's lot does not:
- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their invitees; or
  - (b) park or leave a vehicle in the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Body Corporate; or
  - (c) use or permit any lot as the common property to be used for any purpose which may be illegal or injurious to the reputation of the development or which may cause a nuisance or hazard to any other member or occupier of any lot or their invitees;
  - (d) make or permit to be made any undue noise in or about the common property or any lot;
  - (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of 8am and 6pm; or
  - (f) keep any animal on a lot or the common property;
  - (g) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Body Corporate;
  - (h) erect or display, or permit to remain erected or displayed, any sign, device or object which may be seen from outside the member's lot and which is incongruous or unsightly or detracts from the external appearance of the building; or
  - (i) install or place, or permit to remain installed or placed, any airconditioning unit, fan or other appliance in such a position as to be visible from outside the member's lot; or
  - (j) keep or leave open or permit any security door or the door into any stairwell to be kept or left open for any purpose whatsoever; or
  - (k) permit any tradespeople or work people to be on a lot or the common property after 9am or before 5pm on any day; or
  - (l) carry out or permit to be carried out, on a lot affected by the body corporate, any building work requiring building approval under the Building Act 1993 unless:
    - (i) at least 21 days' written notice of intention to carry out the work, accompanied by proper plans and specifications of the work, has been given to the Body Corporate by the member who owns the lot on which the work is proposed to be carried out; and
    - (ii) the work is carried out in accordance with such reasonable directions as the Body Corporate may give; or
  - (m) obstruct any fire appliance cupboard, stairway or landing or permit any fire appliance cupboard, stairway or landing to be obstructed; or
  - (n) dispose of or leave any rubbish on the common property otherwise than in a place designated for the receipt of rubbish of that type; or

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- (o) store any materials or goods on the common property except with the prior written consent of the body corporate and in accordance with the terms and conditions contained in that written consent; or
  - (p) use or permit the lot or any part thereof to be used for carrying on any trade or business or for any use other than that of an office (whether of the member or the occupier of a member's lot) and ancillary car parking;
  - (q) make any alterations or additions to the exterior of any building on the member's lot or any part thereof or paint or otherwise decorate the same or erect any blind curtain or other awning thereto without the written consent of the body corporate be incongruous or unsightly or impair or detract from the architecture form or style or general appearance of the member's lot, the common property or the building generally).
2. A member must or must ensure that the occupiers of a member's lot will at the member's cost replace any security key which is issued to the member by the managing agent.
  3. The Body Corporate will rent a NEAX7400ICS-120 PABX telephone system from Asian Pacific Building Corporation Pty Ltd ACN 053 997 989 of Level 5, 182 Victoria Parade East Melbourne Victoria (APBC) on terms and conditions determined by APBC which system will be available for use by each member and their tenants on terms and conditions determined by APBC.
  4. Airconditioning will be provided to members during the hours of 8am and 6pm Monday to Friday excluding public holidays. Any airconditioning required outside these hours will be provided by the Body Corporate to the member requiring it at the sole cost of that member at a rate to be paid by that member on receipt of an account from the Body Corporate.
  5. No member will erect or display any sign, hoarding, board or other form of advertisement on the common property without first obtaining the written permission of the Body Corporate which will regulate the time limit for display, size, type, contents, location and fee for the right to the display of any sign on the common property.
  6. The Body Corporate will establish and maintain a separate account (the "fund") for the purposes of on-going maintenance, improvement and development works on the common property to which each member will be required to contribute on an annual basis an amount determined by the Body Corporate payable quarterly in advance when required by the Body Corporate.
  7. The Body Corporate may impose a penalty for non-payment of any moneys owed by a member to the Body Corporate at a rate of five per cent above the rate fixed pursuant to the Penalty Interest Rates Act which penalty will continue to accrue from the due date for payment until full payment of the moneys owed and the total accrued penalty is received by the Body Corporate.
  8. Each lot and the common property will be cleaned by a single contractor as appointed by the Body Corporate from time to time the cost of which will be shared by the Members in accordance with lot liability.
  9. The Body Corporate will lease Lot 106 on the Plan from APBC on terms and conditions determined at the sole discretion of APBC.
  10. The Body Corporate will lease to APBC all carspaces and storage areas on the common property marked A, B, OO, F, G, H, I, C, D, E, GG, J, K, L, M, N, O, P, Q, R, S, T U, V, W, X, Y, Z, AA, CC, HH, II, JJ, KK, LL, MM, BB, PP, FF, DD, EE and NN on the attached Licence Plan Ref 1669 Version E prepared by David McLennan & Associates Pty Ltd on terms and conditions determined at the discretion of APBC.

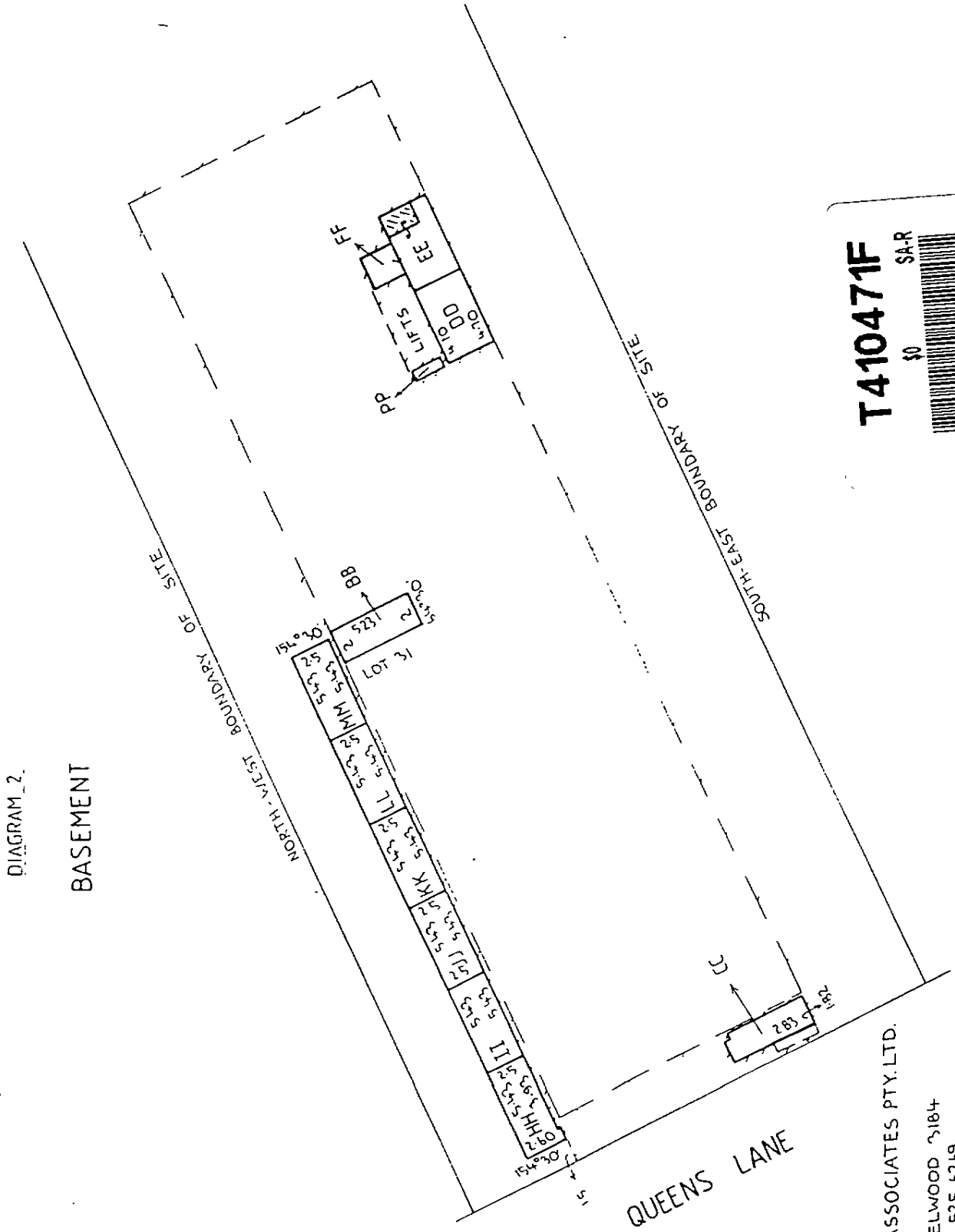
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JUNAN & ASSOCIATES PTY. LTD.  
YORS  
TREET, ELWOOD 3184  
IO FAX: 525 6269

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LENNAN &amp; ASSOCIATES PTY. LTD.

STREET, ELWOOD 3184  
3300 FAX: 525 6269

DIAGRAM 3

TOPMOST STOREY

METRES
$$\frac{N}{N}$$

SOUTH EAST  
VALLEY OF  
BUILDING

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THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE LOTS A TO Z AND THE LOTS AA TO PP ARE SHOWN ON DIAGRAMS 1, 2 AND 3 BY THICK CONTINUOUS LINES. THE THICK CONTINUOUS LINES SHOWN THUS        ARE EITHER THE INSIDE OR OUTSIDE FACES OF THE WALLS EXISTING ON THE 13TH JULY 1994. THE THICK CONTINUOUS LINES THAT ARE NOT HATCHED ARE DEFINED BY DIMENSION AND ARE NOT NECESSARILY FENCED.

THE LOWER BOUNDARY OF EACH OF LOTS A, B, C, D, BB, CC, DD, EE, FF, OO AND PP LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY WHICH LIES WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT LOT AS SHOWN ON THE APPROPRIATE DIAGRAM. THE UPPER BOUNDARY OF EACH OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY, EXCEPT AS TO THAT PART OF LOT EE SHOWN THUS        WHERE THE UPPER BOUNDARY LIES ALONG THE UNDERSIDE OF THE STAIRS.

THE LOWER BOUNDARY OF EACH OF LOTS F TO Z, AA AND GG TO MM IS THAT PART OF THE SITE WHICH LIES WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT LOT AS SHOWN ON THE APPROPRIATE DIAGRAM. THE UPPER BOUNDARY OF EACH OF THESE LOTS LIES 2 METRES ABOVE ITS LOWER BOUNDARY.

THE LOWER BOUNDARY OF LOT E LIES WITHIN THE FLOOR OF THAT PART OF THE GROUND STOREY WHICH LIES WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES AS SHOWN ON DIAGRAM 1, EXCEPT AS TO THAT PART SHOWN THUS        WHERE THE LOWER BOUNDARY IS SO MUCH OF A PLANE WITHIN WHICH LIES THE FLOOR OF THE GROUND STOREY. THE UPPER BOUNDARY OF LOT E LIES 3 METRES ABOVE ITS LOWER BOUNDARY.

THE LOWER BOUNDARY OF LOT NN LIES 4.40 METRES ABOVE THE FLOOR OF THAT PART OF THE TOPMOST STOREY WHICH LIES WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES AS SHOWN ON DIAGRAM 3 EXCEPT AS TO THOSE PARTS SHOWN THUS        WHERE THE LOWER BOUNDARY LIES 3.90 METRES ABOVE THE FLOOR OF THE TOPMOST STOREY AND THAT PART SHOWN THUS        WHERE THE LOWER BOUNDARY LIES WITHIN THE FLOOR OF THE TOPMOST STOREY. THE UPPER BOUNDARY OF LOT NN LIES 14.40 METRES ABOVE THE FLOOR OF THE TOPMOST STOREY.