



[REDACTED]

STR [REDACTED]

**FORM 5**

**CONVEYANCING AND LAW OF PROPERTY ACT 1884**

**NOTIFICATION OF CHANGE OF BY-LAWS**

In pursuance of section 75R(4) of the Conveyancing and Law of Property Act 1884, the Members of the [REDACTED] Body Corporate hereby certify that by unanimous resolution, duly passed at a properly consolidated meeting of the company on the 26th day of October 1993 the by-laws in Part I of the seventh Schedule to the said Act as they applied to the building referred to in stratum plan registered in the Lands Titles Office number [REDACTED] were amended as follows:

**BY-LAWS OF BODY CORPORATE UNDER STRATUM PLAN KNOWN AS "THE OWNERS OF [REDACTED], HOBART"**

(Section 75R)

**PART 1**

**DUTIES OF AN OWNER**

1. An owner shall -
  - 1.1 permit the company and its agents, at all reasonable times on notice (except in case of emergency when no notice shall be required), to enter his flat for the purpose of maintaining, repairing, or renewing pipes, wires, cables, and ducts for the time being existing in the flat and capable of being used in connection with the enjoyment of any other flat or the common property, or for the purpose of maintaining, repairing, or renewing the common property or for the purpose of repairing the roof of any flat or of any adjacent or adjoining flat;

**11. Pets**

11.1 Residents of units wishing to keep pets shall seek the approval of the Committee, and in the case of a tenant, also of the owner. Dogs will not be allowed in any circumstances except as provided under Model By-law section 7.2.

11.2 Owners or tenants are to discourage visitors from bringing animals on to common property. If this cannot be avoided, then the owner or tenant must accept responsibility for the animal's behaviour and hygiene.

11.3 Where cats have been approved, the owners shall keep them inside at night.

11.4 The Committee will not approve of more than one cat per unit.

11.5 An owner or occupier of a unit shall not keep any animal after notice to that effect from the Committee.

**12. Repairs**

12.1 Owners are responsible for all repairs and maintenance within their stratum title boundaries. The cut off point between an owner's property and the common property is more clearly delineated in the "Schedule of Body Corporate Responsibilities" held by the Secretary of the Committee.

**13. Sale of Property**

13.1 Owners shall not permit any auction sale to be conducted upon the premises without the consent of the Committee.

13.2 For Sale signs shall not be erected on common property or on the outside of any unit. A For Sale sign for the purposes of selling the unit may be exhibited on the inside of a window of the unit concerned.

13.3 New owners of units must advise the Secretary of their names (and address if they are not living in the unit) within 7 days of settlement.

**14. Smoke Alarms**

14.1. All owners are required to have smoke alarms fitted, to ensure that they are in working order and replace the battery each 12 months.

**15. Use of Unit**

15.1 Owners shall not use, or allow their unit to be used, for any purpose that may be illegal or injurious to the reputation of Governor's Square or its inhabitants.

15.2 A unit shall be used by the owner or the occupant for the purposes of residential accommodation only. The term "residential accommodation" does not include or intend to include the leasing, letting, hiring or renting of the unit for the business of providing short-term accommodation. For the purpose of this rule short-term means any term of less than 6 months.

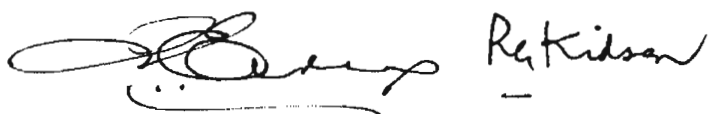
15.3 Units are not to be let or used for student accommodation.

15.4 An owner shall not use his unit or permit it to be used in a manner or for such purpose as to cause a nuisance offence or embarrassment to any occupier of a unit (whether an owner or not) or the family or guest of such occupier.

**16. Vehicle Washing**

16.1 A car washing area is provided for use by residents. Cars are not to be washed elsewhere on common property. After washing their cars, residents are to hose down the area so as not to leave any mud, dirt, etc. on common property.

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may request the owner in writing to terminate the tenant's lease, whereupon the owner or their agent is to advise the tenant to this effect within 14 days.

7.4 Owners shall advise the Secretary of the Committee of the names of new tenants within 14 days of any change of tenancy.

7.5 Sub-letting by tenants is not permitted without the written approval of the Committee and the consent of the owner.

7.6 Owners letting units shall ensure that the purpose or use to which lessees intend to put the unit does not breach clauses 15.1, 15.2, 15.3 and 15.4 of these by-laws.

**8. Noise**

8.1 The owner or occupier of a unit shall not make or allow to be made any noise in or about any unit or common property likely to interfere with the peaceful enjoyment of the owners or occupiers of other units. Particular care in this regard shall be exercised between the hours of 10 pm and 7 am.

8.2 The owner of a unit shall ensure that all floor space within the unit is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owners or occupiers of another unit. In the case of first floor units (nos. 8, 10, 12 & 15) the use of any material other than carpet in bedroom, dining and living areas must have the prior written approval of the Committee and the owner of the relevant ground floor unit.

**9. Parking**

9.1 Any use of the garage for purposes other than for which it is intended (i.e. the parking of vehicles and minor storage which does not preclude parking) must have the written consent of the Committee.

9.2 In addition to the parking space provided within the garage, the owner has right of use to one additional car parking space for their own use or for temporary or visitor car parking in front of the garage of their unit, except unit 7 where the space provided is adjacent to the garage. Unit 2, which does not have a garage, has one parking space in front of the third bedroom adjacent to the parking space allocated to Unit 3.

Other casual and visitor parking is available at the front of the unit being visited, or in the transverse lanes between the central lawn areas. Please ensure that you and your visitors do not park in front of other units.

Owners or tenants do not have authority to allow visitors, relatives or friends to use common property as a parking lot to attend work.

9.3 Owners, occupiers or visitors shall not park in such a manner as to obstruct the through passage of vehicles or in such a manner as to deny access by any owner to their garage or unit.

9.4 Common property shall not be used for parking on a permanent basis.

9.5 Caravans, boats, trailers etc are not to be parked in the area.

9.6 Car spaces are to be kept clean and free of debris.

9.7 The car wash area is not to be used for parking.

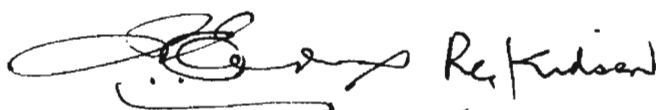
**10. Penalties**

10.1 If an owner or occupier is still in breach of any of these rules 30 days after being advised of the breach by the Committee, the Committee may, by a majority vote, impose a fine not exceeding \$20/day on the owner.

10.2 If a contribution levied under Section 83 of the Strata Titles Act 1998 remains unpaid, the Committee may impose an interest charge at the rate of 2% per month.

10.3 A person (which expression shall extend to corporations) shall pay on demand (as a liquidated debt) the whole of the body corporate's costs and expenses (including solicitor and own client costs) incurred in recovering moneys duly levied upon that person by the body corporate.

10.4 The Committee may, by a majority vote, rescind any fines or interest charges imposed under rule 10.1 and 10.2.



3.2 An owner or occupier shall not damage or deface any structure that forms part of the common property.

3.3 Where the body corporate expends money to make good damage to common property caused by any owner or tenants, guests, servants, employees, agents, children, invitees or licensees of the owner, the Committee shall be entitled to recover the amount expended, as a debt, from the owner of the unit at the time the breach occurred.

3.4 The owner or occupier of a unit must not allow children of the owner, occupier or of their visitors to play upon common property without effective supervision by a responsible adult. The person providing the supervision should be conscious of the children's safety, in particular in regard to traffic and not climb trees or lampposts. They should also be mindful of other residents' right to peaceful enjoyment of our environment and therefore keep noise and boisterous behavior to a minimum.

#### 4. Gardens

4.1 All owners or occupiers are to maintain their gardens in an attractive, neat and tidy condition.

4.2 It is the owner's responsibility to ensure that the gardens attached to their unit receive adequate watering. Where, in the opinion of the Committee, a garden is neglected, the Committee is to write to the owner requesting remedial action. If action is not taken or if, in the opinion of the Committee, the action taken is inadequate, the Committee may arrange for the work to be undertaken at the owner's expense.

4.3 Owners shall not allow trees, plants, vines, etc. in their gardens to become a nuisance or adversely affect the enjoyment by other owners of their own garden environment.

4.4 Although individuality is encouraged, the gardens are to be kept generally in the style of a traditional cottage garden, consisting of small annual or perennial flowering plants. Significant variations from this theme (eg Japanese stone gardens etc.) are unacceptable.

4.5 The gardener is employed to tend to common property and works under the direction of the Committee or its nominee. Any requests for work to be performed on common property by the gardener must be made through a Committee member.

4.6 Any request by an owner or tenant to the gardener to undertake any work on their own garden is to be at the expense of the owner or tenant concerned, unless the work is of a very minor nature.

#### 5. Garbage

5.1 All garbage stored in the backyards of units awaiting weekly collection is to be secured in a vermin proof receptacle and in a manner so as not to cause nuisance to other owners.

5.2 Wheelie bins are not to be put out before the evening prior to the day of collection. Empty bins are to be collected on the day of emptying and placed out of sight either in the garage or back yard.

#### 6. Insurance

6.1 The Secretary shall have available for inspection at all reasonable times a copy of the insurance policy and renewal certificates covering the units (buildings), common property and public liability.

6.2 Owners and tenants shall not bring to, do, or keep anything in their unit which shall increase the rate of insurance on the buildings or any property, on the subject land, or which may endanger the safety of their or other units or may conflict with the regulations or ordinances of any public authority.

#### 7. Letting of Units

7.1 Owners letting units are to ensure that a copy of these by-laws are an annexure to and form part of the lease so that the by-laws may be perused by the lessee prior to signing the lease.

7.2 The Committee may appoint a letting agent for Governor's Square and recommend that owners desiring to let use the agent appointed.

7.3 Owners letting units shall pay due consideration to the continued enjoyment of other residents in that, as far as practical, the selection of tenants ensures that Governor's Square continues to be a quiet, safe and enjoyable place to live. Owners must personally satisfy themselves, or be satisfied by their agent in no uncertain terms, that the prospective tenants will maintain a congenial and co-operative atmosphere. In the case of nuisance or disturbance or continuing breaches of these by-laws by a tenant that cannot be satisfactorily resolved by discussions between the Committee and the owner or their agent, the Committee



**GOVERNOR'S SQUARE RESIDENTIAL BODY CORPORATE**  
 Strata Corporation No [REDACTED] 26/10/1993

**RULES AND BY-LAWS**

Governor's Square Residential Body Corporate operates under "The Strata Titles Act 1998". The registered address is C/- 74 Sandy Bay Road, Battery Point, Tasmania, 7004.

The Body Corporate has adopted the "Schedule 1 – Model By-laws" as set out in the above Act.

In addition to the Model By-laws, the Body Corporate has promulgated and adopted the following by-laws or house rules in connection with-

- (a) the administration, management and control of the common property, and
- (b) the use and enjoyment of the lots and the common property.

These adopted rules are in addition to the Model By-laws, and are not to be construed as being in contradiction to them.

**Adopted Rules**

**1. General**

The duties and obligations imposed by these rules on an owner shall be observed not only by the owner but also by the owner's tenants, guests, servants, employees, agents, children, invitees and licensees.

The term "Committee" as used in these rules means the Committee of Management duly elected in accordance with clause 79.(1) of the Act.

A copy of the Strata Titles Act 1998 is held by the Secretary of the Committee and is available to owners for reference. Personal copies may be obtained from the State Government Printing Authority.

**2. Appearance of Units**

2.1 The owners of a unit shall not make or permit to be made any improvements, decorations or alterations to the exterior of their unit or the building unless the Committee has provided written approval for such improvements, decorations or alterations.

The Committee in giving or denying approval shall take into consideration whether such improvements, decorations or alterations are in conformity with the character and architectural style of the buildings constructed within other units or common property of Governor's Square and their effect upon the lifestyle and use and enjoyment of the Governor's Square area by other owners.

Improvements, decorations, or alterations shall be deemed to include, but not be limited to:

- enclosure of balconies
- installation of air-conditioning or heat pump units
- outside wireless or TV aerials, satellite dishes, etc.
- external blinds, awnings or shutters
- outside clotheslines
- solar panels
- exterior screen/security doors
- any alteration impacting upon the overall visual aesthetics of Governor's Square.

2.1 Owners shall not place any placards, banners, signs, posters, etc. outside or inside their unit or garage where they may be seen (except as provided under Clause 13.2 herein).

2.2 Washing, linen, bedding etc. is not to be hung out for drying or airing on balconies.

2.4 The written approval of the Committee must be obtained for any furniture to be kept permanently on balconies.

2.5 The owner or occupier of a unit shall not, without the written approval of the Committee, maintain within the unit anything visible from the outside the unit that, viewed from outside is, in the opinion of the Committee, not in keeping with the general appearance of Governor's Square.

**3. Common Property**

3.1 An owner or occupier shall not throw, deposit or otherwise allow to accumulate upon common property any rubbish, dirt or other material.



PIN OR STAPLE HERE  
DO NOT GUM THIS  
FORM TO THE INSTRUMENT

ANNEXURE PAGE

PAGE 2 OF 2 PAGES  
Vol. .... Fol. ....  
Dealing .....

1. Rule 2 to insert after " - outside clotheslines"
  - "solar panels
  - exterior screen/security doors"
  
2. New by-law 2.5 "The owner or occupier of a unit shall not, without the written approval of the Committee, maintain within the unit anything visible from the outside the unit that, viewed from outside is, in the opinion of the Committee, not in keeping with the general appearance of Governor's Square."
  
3. New by-law 3.4 – "The owner or occupier of a unit must not allow children of the owner, occupier or of their visitors to play upon common property without effective supervision by a responsible adult. The person providing the supervision should be conscious of the children's safety, in particular in regard to traffic and not climb trees or lampposts. They should also be mindful of other residents' right to peaceful enjoyment of our environment and therefore keep noise and boisterous behavior to a minimum".
  
4. By-law 5.2 - 1<sup>st</sup> line after "Wheelie bins" delete – "and recycling crates".
  
5. Rule 7.1 Delete existing by-law and replace with – "Owners letting units are to ensure that a copy of these by-laws are an annexure to and form part of the lease so that the by-laws may be perused by the lessee prior to signing the lease."
  
6. Rule 7.3 insert after the word "disturbance" – "or continuing breaches of these by-laws"
  
7. New by-law 7.6 – "Owners letting units shall ensure that the purpose or use to which lessees intend to put the unit does not breach clauses 15.1, 15.2, 15.3 and 15.4 of these by-laws."
  
8. New by-law 8.2 – "The owner of a unit shall ensure that all floor space within the unit is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owners or occupiers of another unit. In the case of first floor units (nos. 8, 10, 12 & 15) the use of any material other than carpet in bedroom, dining and living areas must have the prior written approval of the Committee and the owner of the relevant ground floor unit."
  
9. By-law 9.2 – insert as a third para – "Owners or tenants do not have authority to allow visitors, relatives or friends to use common property as a parking lot to attend work."
  
10. By-law 15.3 – re-number this by-law as 15.4 and after the word "nuisance" insert – "offence or embarrassment" and after the word "family" insert "or guest".
  
11. New by-law 15.3 – "Units are not to be let or used for student accommodation."



Reg Kilsen

**NOTE:-** Every annexed page shall be signed by the parties to the dealing, or where the party is a corporate body, be signed by the persons who have attested the affixing of the seal of that body to the dealing.

**THE BACK OF THIS FORM MUST NOT BE USED**

Created 24-Mar-2011 12:12PM

RECORDER OF TITLES  
TASMANIA

**Application for registration  
of change of By-Laws**

Section 92 *Strata Titles Act 1998*



DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
D. [REDACTED]	1	(Stratum Plan [REDACTED])	

To the Recorder of Titles: [REDACTED] Governor's Square Residential  
**STRATA CORPORATION No.** .....  
 (name of scheme)

The Strata Corporation applies to register a change of by-laws.

The members of the Strata Corporation by ordinary/unanimous resolution passed at a duly convened meeting of the body corporate held on \*...3<sup>rd</sup> March 2011....., directed the body corporate to change the by-laws for the scheme as follows - \*\*

The text of the rule alterations and additions passed at the Annual General Meeting held on 3<sup>rd</sup> March 2011 and of which due notice was given by letter dated 21<sup>st</sup> February 2011 is shown on the attached signed Annexure Page.

A copy of the Rules after the above amendments is attached separately

Date: 12<sup>th</sup> April 2011. ....

The common seal of Strata Corporation No. [REDACTED]  
 Governor's Square Residential Body Corporate  
 (name of scheme)

was affixed in the presence of:

(member) [REDACTED] *[Signature]*  
 (member) [REDACTED] *Ry Kidson*

Notes -

- (an application must be lodged within 3 months of this date)
- (set out the text of the by-laws being added, amended or repealed)
- (use annexure pages if more space required)



Office Use Only

**REGISTERED**

12 APR 2011

*Alice Kawan*

RECORDER OF TITLES

**CBL** Version 1

THE BACK OF THIS FORM MUST NOT BE USED

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**4. Gardens**

4.1 All owners or occupiers are to maintain their gardens in an attractive, neat and tidy condition.

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**7. Letting of Units**

7.1 A copy of these by-laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any unit made available for letting.

7.2 The Committee may appoint a letting agent for Governor's Square and recommend that owners desiring to let use the agent appointed.



**GOVERNOR'S SQUARE RESIDENTIAL BODY CORPORATE**  
 Strata Corporation No [REDACTED] 26/10/1993

**RULES AND BY-LAWS**

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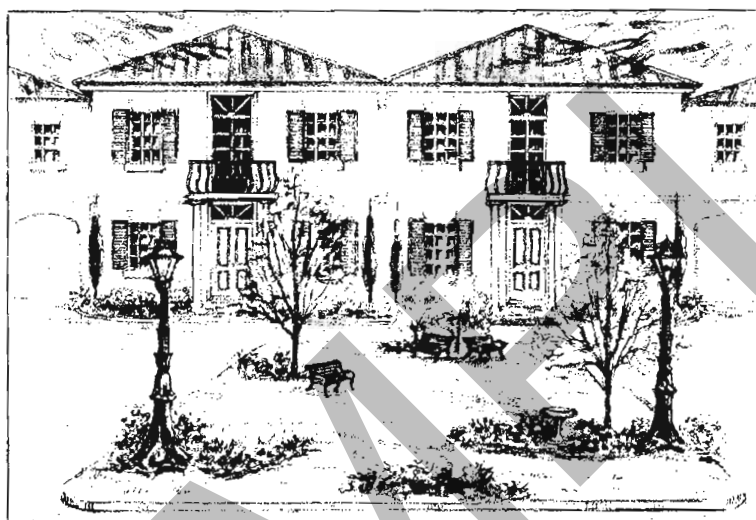
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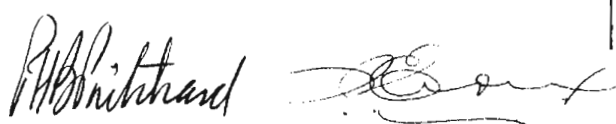


# Governor's Square Residential Body Corporate

## RULES



BATTERY POINT  
HOBART



OFFICE of the RECORDER OF TITLES  
TASMANIA

**Application for registration  
of change of By-Laws**

Section 92 Strata Titles Act 1998



DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
D. [REDACTED]	1	(Stratum Plan [REDACTED])	

To the Recorder of Titles:

**STRATA CORPORATION** No. [REDACTED] **Governors Square Residential**  
(name of scheme)

The Strata Corporation applies to register a change of by-laws.

The members of the Strata Corporation by ~~ordinary~~/special/~~unanimous~~ resolution passed at a duly convened meeting of the body corporate held on **20<sup>th</sup> March 2003**....., directed the body corporate to change the by-laws for the scheme as follows - \*

*That the meeting rescind the Part 1 and Part 2 rules previously in force, and adopt as the rules of the Body Corporate the Model By-Laws as set out in Schedule 1 of the Strata Titles Act 1998 and the adopted By-Laws as attached to the Agenda for this meeting incorporating the changes advised to owners in letters dated 11th October, 2002 and 20<sup>th</sup> February, 2003.*

New adopted Rules attached

Date: **4<sup>th</sup> April 2003.**

The common seal of Strata Corporation No. [REDACTED]  
**Governors Square Residential Body Corporate**  
(name of scheme)

was affixed in the presence of:  
(member) [REDACTED] *[Signature]*  
(member) [REDACTED] *[Signature]*



- Notes -
- \* (set out the text of the by-laws being added, amended or repealed)
  - \* (set out the date the by-laws are to take effect if being a date later than registration of the change)
  - \* (use annexure pages if more space required)

Office Use Only

13 MAY 2003  
*Alice Kawa*  
THE BACK OF THIS FORM MUST NOT BE USED

**CBL** Version 1

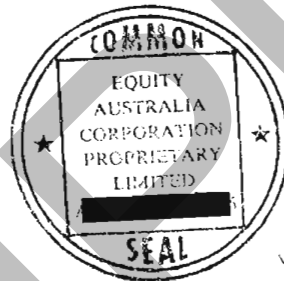
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THE COMMON SEAL of the )  
GOVERNORS SQUARE )  
RESIDENTIAL BODY )  
CORPORATE was hereunto )  
affixed in the )  
presence of: )



*L. Auster*  
Director  
*P. Hobson*  
Director

THE COMMON SEAL of EQUITY )  
AUSTRALIA CORPORATION )  
PTY LTD )  
was hereunto affixed in the )  
presence of: )



*L. Auster*  
Director  
*P. Hobson*  
Director

SIGNED by VALENTINE ROY )  
SMITH and CAMERON ROBERT )  
LESLIE (as mortgagee under )  
Memorandum of Mortgage )  
Number [redacted] in the )  
presence of: )

*[Handwritten signatures]*

THE COMMON SEAL of RISBY )  
FOREST INDUSTRIES PTY LTD )  
ACN [redacted] (as mortgagee )  
under Memorandum of Mortgage )  
Number [redacted] was )  
was hereunto affixed in the )  
presence of: )



*L. Fisher*  
DIRECTOR  
*[Handwritten signature]*  
DIRECTOR

.....  
DIRECTOR  
.....  
DIRECTOR

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- 7.10 Where owners are entitled to successive interests in a flat, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll whether the unanimous resolution of owners is required or not.
- 7.11 Where an owner is a trustee he shall exercise the voting rights in respect of the flat to the exclusion of persons beneficially interested in the trust, and the latter shall not vote.

**COMMON SEAL**

8. The common seal shall at no time be used except by authority of the council previously given and in the presence of the members of the Council or at least two members thereof, who shall sign every instrument to which the seal is affixed.

**AMENDMENT OF BY-LAWS**

9. The By-Laws in Part II of this schedule may be amended by special resolution of the company, and not otherwise.

**SPECIAL RESOLUTIONS**

10. A special resolution means a resolution passed at a General Meeting of which at least 14 days' notice specifying the proposed special resolution has been given by a majority of not less than three-quarters of the total unit entitlement of all flats in the building, not being less than three-quarters of the members.
11. A flat shall be used by the owner or the occupant for the purpose of residential accommodation only.
12. The owner of a flat shall not make or permit to be made any improvements, decorations or alterations to the exterior of his flat or the building therein unless:
- 12.1 the nature of such improvements, decorations or alterations are in conformity with the character and architectural style of the buildings constructed within other flats or common property of Governor's Square and;
- 12.2 the council of the company has approved such improvements, decorations or alterations.

DATE, this 17th day of December 1993

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- 6.5 At the commencement of a General Meeting, a chairman of the meeting shall be elected.
- 6.6 At any General Meeting a resolution by the vote of the meeting shall be decided on the show of hands unless a poll is demanded by any owner present in person or by proxy.
- 6.7 Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- 6.8 A demand for a poll may be withdrawn.
- 6.9 A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- 6.10 In the case of equality of votes whether on a show of hands or on a poll the question is determined in the negative.

**VOTES OF OWNERS**

7. 7.1 On a show of hands each owner shall have one vote.
- 7.2 On a poll the owners shall have the same number of votes as the unit entitlements of their respective flats.
- 7.3 On a show of hands or on a poll votes may be given either personally or by proxy.
- 7.4 An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting.
- 7.5 A proxy need not be a proprietor.
- 7.6 Except in cases where a unanimous resolution is required, no owner is entitled to vote at any General Meeting unless all contributions payable in respect of his flat have been duly paid.
- 7.7 Co-owners may vote by proxy jointly appointed by them, and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of owners is required; but any one co-owner may demand a poll.
- 7.8 On any poll each co-owner is entitled to such part of the vote applicable to a flat as is proportionate to his interest in the flat.
- 7.9 The joint proxy (if any) on a poll has a vote proportionate to the interest in the flat of such of the joint owners as do not vote personally or by individual proxy.



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**GENERAL MEETINGS**

5. 5.1 A General Meeting of owners shall be held within three months after their incorporation.
- 5.2 Subsequent General Meetings shall be held once in each year and so that not more than fifteen (15) months elapse between the date of one Annual General Meeting and that of the next.
- 5.3 All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.
- 5.4 The council may, whenever it thinks fit, and shall upon a requisition in writing made by owners entitled to a quarter of the total unit entitlement of the flats in the building convene an Extraordinary General Meeting.
- 5.5 Seven days' notice of every General Meeting specifying the place, the date, and the hour of meeting, and in case of special business the general nature of that business, shall be given to all owners and registered first mortgagees who have notified their interests to the company; but accidental omission to give such notice to any owner or registered first mortgagee or non-receipt of such notice by any such person does not invalidate any proceedings at any such meeting.

**PROCEEDINGS AT GENERAL MEETINGS**

6. 6.1 All business shall be deemed special that is transacted at an Annual General Meeting with the exception of the consideration of accounts and election of members of the council, or at an Extraordinary General Meeting.
- 6.2 Save as in the By-Laws otherwise provided, no business may be transacted at any General Meeting unless a quorum of members is present at the time the meeting proceeds to business.
- 6.3 One-half of the persons entitled to vote present in person or by proxy constitutes a quorum.
- 6.4 If within half an hour from the time appointed for a General Meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same place and time, and if at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.

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- 4.5 Except where there is only one owner, a quorum of the council shall be two, where the council consists of 3 or 4 members; 3, where it consists of 5 or 6 members; and 4 where it consists of 7 members.
- 4.6 At the commencement of each meeting the council shall elect a chairman for the meeting.
- 4.7 At meetings of the council all matters shall be determined by simple majority vote.
- 4.8 The council may:-
- 4.8.1 meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit, but shall meeting when any member gives to the other members 7 days' notice of a meeting proposed by him, specifying the reason for calling it;
  - 4.8.2 employ for and on behalf of the company such agents and servants as it thinks fit in connection with the control and management of the common property, and the exercise and performance of the powers and duties of the company;
  - 4.8.3 subject to any restriction imposed or direction given at a General Meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- 4.9 The council shall:-
- 4.9.1 keep minutes of its proceedings;
  - 4.9.2 cause minutes to be kept of General Meetings;
  - 4.9.3 cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which such receipt and expenditure take place;
  - 4.9.4 prepare proper accounts relating to all moneys of the company, and the income and expenditure thereof, for each Annual General Meeting, and
  - 4.9.5 on application of an owner or mortgagee, or any person authorised in writing by him, make the books of account available for inspection at all reasonable times.
10. All acts done in good faith by the council shall notwithstanding it be afterwards discovered that there was some defect in the appointment of continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

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- 3.6 grant to an owner the right to exclusive use and enjoyment of common property, or special privileges in respect thereof, but any such grant shall be determinable on reasonable notice unless the company by unanimous resolution otherwise resolves; and
- 3.7 do all things reasonably necessary for the enforcement of the By-Laws and the control and management of the common property;
- 3.8 employ a manager from time to time and for the time being to carry out the duties and obligations of the company under the Act and these rules upon terms and conditions agreed upon by the company and the manager;
- 3.9 make rules and regulations for the use of the common property and may make different rules and regulations for different parts of the common property.
- 3.10 for the purposes of exercising its powers and obligations under these By-Laws the Company or its servants or agents may enter upon any flat (excluding the building within the flat) at any reasonable time of the day to obtain access to or egress from the common property.

**COUNCIL OF THE COMPANY**

4. 4.1 The powers and duties of the company shall, subject to any restriction imposed or direction given at a General Meeting be exercised and performed by the council of the company if elected in accordance with these rules but until the council is constituted and elected the powers of the company shall be exercised by the company in General Meeting.
- 4.2 the Council shall consist of not less than three or more than seven owners and shall be elected at each Annual General Meeting; but where there are not more than 3 owners, the council shall consist of all owners.
- 4.3 Except where the council consists of all the owners, the company may by resolution at an Extraordinary General Meeting remove any member of the council before the expiration of his term of office and appoint another owner in his place to hold office until the next Annual General Meeting.
- 4.4 Any casual vacancy on the council may be filled by the remaining members of the council.

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- 2.4 maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one flat or common property; and
- 2.5 on the written request of an owner, or registered mortgagee of a flat, produce to that owner or mortgagee, or person authorised in writing by that owner or mortgagee, the policy or policies of insurance effected by the company, and the receipt or receipts for the last premium or premiums in respect thereof;
- 2.6 notwithstanding any other By-Law to the contrary, permit Equity Australia Corporation Pty Ltd to carry out or cause to be carried out on the common property all works which that Company considers to be necessary or desirable to effect completion of the staged construction of Governor's Square and contemplated by the planning approval granted by the City of Hobart for that development until completion of the entire development for which the approval was granted;
- 2.7 The company shall be responsible for maintaining the paintwork and oiled woodwork on the exterior of the building within each flat at the expense of each respective owner.

#### **POWERS OF COMPANY**

3. The company may:-

- 3.1 purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property;
- 3.2 borrow moneys required by it in the performance of its duties or the exercise of its powers;
- 3.3 secure the repayment of moneys borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether imposed or not), or mortgage of any property vested in it, or by combination of those means;
- 3.4 invest as it may determine any moneys in the fund for administrative expenses;
- 3.5 make an agreement with any owner or occupier of a flat for the provision of amenities or services by it to that flat or to the owner or occupier thereof;

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- 1.2 forthwith carry out all work that may be ordered by any competent public or local authority in respect of his flat other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings, and assessments that may be payable in respect of his flat;
- 1.3 repair and maintain his flat and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest, or act of God expected;
- 1.4 use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other owners or their families or visitors; and
- 1.5 not use his flat or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of a flat (whether an owner or not) or the family of such occupier;
- 1.6 (if Equity Australia Corporation Pty Ltd (ACN [REDACTED]) shall certify in writing that it is necessary for the purposes of the works referred to in Rule 2.6), vote in favour of a resolution directing the company to convey a part or parts of the common property in such manner and upon such terms as that company shall specify from time to time PROVIDED THAT the obligation imposed by this rule shall cease upon the issue of separate Stratum Titles to the flats comprised in the final stage of Governor's Square;
- 1.7 observe all rules for the use of the common property made by the council;
- 1.8 promptly pay the owner's share of all levies made by the company;
- 1.9 promptly pay any cost incurred by the company pursuant to By-Law 2.7.

**DUTIES OF COMPANY**

2. The company shall:-
  - 2.1 control and manage the common property for the benefit of all owners;
  - 2.2 keep in a state of good and serviceable repair and properly maintain the fixtures and fittings (including lifts) used in connection with the common property;
  - 2.3 establish and maintain suitable lawns and gardens on the common property;