Delivered by LANDATA®, timestamp 02/11/2026 12:33 Page 3 of 11

OWNERS CORPORATION NO 1 PLAN OF SUBDIVISION PS 719593L (CLUB CAPE)
RULES OF THE OWNERS CORPORATION

Notes

- These rules are made by Owners Corporation No 1 PS719593L (Club Cape) for Cape Paterson Ecovillage and will apply to all Members of Owners Corporation No 1 and Occupiers of the Lots owned by the Members of Owners Corporation No 1.
- These rules must be read in conjunction with the *Owners Corporations Regulations 2007 (Vic)* (**Regulations**) or such other regulations made from time to time under the *Subdivision Act 1988 (Vic)* or the *Owners Corporations Act 2006 (Vic)* which provide for the general duties of Members, meetings and administration of Owners Corporations, insurance, and other matters.
- It is each Member's legal responsibility to inform any Occupier of his or her lot of these rules.
- At any and all places in these rules where it refers to the Owners Corporation, it may also mean a committee of the management of the Owners Corporation or a manager that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules of the Owners Corporation.

1. Interpretation/Definitions

a) In these rules, unless the context clearly indicates otherwise:

Act means the *Subdivision Act 1988 (Vic)*;

Building means all and any buildings, structures or improvements comprised in the Development;

Common Property means common property No.1 on the Plan of Subdivision;

Community Farm means that fenced-off area within common property as per Annexure B. This excludes the Residents Building.

Car park Lots means any area on the Plan of Subdivision which has been set aside for the parking of motor vehicles;

COM means the Committee of Management of the Owners Corporation for Plan of Subdivision PS 719593L.

Corporations Act means the *Corporations Act 2001 (Cwth)*;

Developer means MJ O'Mullane Pty Ltd ACN 005 161 946 of 121 Cardigan Street Carlton Vic 3053 and Australian Ecovillages Pty Ltd ACN 120 818 108 of Level 13, 2 Southbank Boulevard, Southbank, Vic, 3056

Development means all the land and improvements comprised in the Plan of Subdivision and known as *Cape Paterson Ecovillage*, and also known as *The Cape*, situated at Wilson's Road, Cape Paterson, and being the land described in crown grant volume 7549 folio 101

Lot(s) means a lot or lots shown on the Plan of Subdivision;

Manager means the manager appointed from time to time by the Owners Corporation pursuant to Section 119 of the OC Act;

Marketing Lot/s means any sales or marketing Lot used or intended to be used, for any promotional, selling or marketing activities of the Developer or Related Entity;

Member means a Member of the Owners Corporation;

Motor Vehicle means a car, motorbike or pushbike but does not include motor vehicle wrecks or parts of motor vehicles, nor any vehicle that is not in working order and immediately capable of moving by its own propulsion;

OC Act means the *Owners Corporations Act 2006 (Vic);*

Occupier means any person occupying or in possession of a Lot on the Plan of Subdivision;

Owners Corporation means Owners Corporation No. 1 Plan of Subdivision;

Owners Corporation Committee subsumes Committee of Management;

OCC means Owners Corporation Committee**;**

Plan of Subdivision means Plan of Subdivision No. PS 719593L;

Property means a Lot or Lots on the Plan of Subdivision;

Delivered by LANDATA®, timestamp 02/11/2026 12:33 Page 4 of 11

Proprietor means the registered proprietor from time to time of a Lot or Lots on the Plan of Subdivision;

Regulations means the *Owners Corporations Regulations 2007 (Vic)* as amended or any other regulations relating to Owners Corporation matters made from time to time under the provisions of the Act or the OC Act;

Related Entity has the meaning given by the Corporations Act;

Residents' Building means the building within the footprint of the Community Farm facility which is reserved for use by Members of the Owners Corporation;

Sports Precinct is the area as per Annexure B

Signage Lot means any Lot or area used or intended to be used by the Developer or Related Entity for signage, promotion, marketing or advertising purposes in the manner determined by the Developer or Related Entity in their sole discretion; and

b) Unless the context requires otherwise:

i. headings are included for convenience only;

ii. words imparting the singular include the plural and words imparting one gender include all other genders;

iii. the word *person* includes a firm or corporate entity an incorporated association or an authority;

iv. the words *includes* and *including* are not words of limitation;

v. a reference to a statute ordinance, code or other law includes any regulations and other instruments include and consolidations, amendments, re-enactments, or replacements of any of them occurring at any time before or after further rules are adopted by the Owners Corporation.

2. Model Rules

The model rules set out in Schedule 2 of the Regulations or as prescribed from time to time pursuant to the Regulations (Model Rules) will apply to the Owners Corporation to the extent that they deal with matters not dealt with in these rules.

3. Development of a Lot

Members shall ensure that all development of a Lot is to comply with The Cape Design Guidelines (which are able to be viewed or download at https://www.liveatthecape.com.au/thecapedesignguidelines.html), and prior to any construction commencing, Members shall further ensure that approval is obtained from the Design Review Panel (DRP). This shall apply both to initial development of a lot, and also to any subsequent re-development or changes to the development of a lot.

4. Restriction on Development of a Lot

a) A Member shall not erect or permit or allow any agent or person acting on the Member's behalf to erect any signs, sandwich boards, displays or other such structures within the Development or Common Property or outside the Development or on the footpath or roadside in the immediate vicinity of the Development or within 50 metres of the Development, without having obtained the OCCs or the Manager's prior written consent.

b) A Member shall not without the prior written consent of the OCC or the Manager maintain anything inside a Lot which when viewed from the outside of the Lot is not in keeping with the rest of the Development, in the reasonable opinion of the Owners Corporation.

5. Landscaping

All landscaping works for any Lot must be approved by DRP and comply with the The Cape Design Guidelines, which sets out the restrictions for plantings and any structures and paved areas. In addition, The Cape Design Guidelines Planting Schedule lists what plants may be used. Of note, there are specific plants which are prohibited from use which list is also contained within The Cape Design Guidelines.

6. Dwelling Height

Maximum building height is eight (8) metres measured from ground level as per the Planning Scheme.

7. Garages

All garages for any Lot must be approved by the DRP and comply with The Cape Design Guidelines.

Delivered by LANDATA®, timestamp 02/11/2026 12:33 Page 5 of 11

8. Fencing

All fencing for any lot within the development must be approved by the DRP and comply with The Cape Design Guidelines.

9. Rainwater Tanks

All houses must be connected to rainwater collection tanks (minimum capacity 10,000 litres per dwelling) and comply with The Cape Design Guidelines.

10. Control of Amenities

Refer map of amenities at Annexure B.

a) *Amphitheatre.* Use of the amphitheatre is restricted to acoustic music unless permission is provided in advance by the OCC. Residents may book the amphitheatre through the OCC.

b) *Sports Precinct.* This area is available for use by the residents of a Lot and their guests. It is expected that any resident or guest wishing to use this area will comply with good neighbourliness principles in its use with particular regard to minimal noise (refer to Rule 15 below) and must remove all rubbish from the area. Dogs are not permitted at any time within fenced areas of the sports precinct.

c) *Community Farm.* This area is leased to Cape Community Farm Inc to manage its operation. Membership is open to all members.

d) *Residents' Building.* This facility is available for use by the residents of a Lot and their guests. It is expected that any resident or guest wishing to use this area will comply with good neighbourliness principles in its use with particular regard to minimal noise (refer to Rule 15 below), and must remove all rubbish from the area.

e) *Dog Park.* The dog park is available for off-leash use, under the supervision of owners. Cleaning up after the dog applies. Dogs must not be left within the park unaccompanied.

f) *Playground.* It is expected that any resident or guest wishing to use this area will comply with good neighbourliness principles in its use with particular regard to minimal noise (refer to Rule 15 below), and must remove all rubbish from the area. Dogs are not permitted within the playground.

11. Owners Corporation Committee

A valid meeting of the Owners Corporation Committee can only be called or take place if either:

a) All members of the Committee have been given not less than three (3) days (excluding public holidays) prior written notice of the meeting; or

b) All the members of the Committee unanimously agree to waive the requirement of notice in sub-paragraph (a) of this Rule.

12. Use of Car Parks

At all times, vehicles powered by electricity will have priority for use of carparks situated at electric vehicle charging stations, over all other motorised vehicles within the development.

The car parks on the common property are available to visitors to the Development. The rules that apply if you park your vehicle on the common areas are as follows:

a) Drivers shall comply with all directional signs and the speed limit of 20 km/h must be observed at all times by all vehicles whilst on common property.

b) The Owners Corporation shall not be responsible for:

i. Any damage sustained by a driver's vehicle while using the car park;

ii. The theft of any vehicle or its contents parked in the car park; or

iii. The theft of any items within any vehicle.

c) Drivers' vehicles, whether parked or mobile shall be at the sole risk of the driver.

d) Drivers shall ensure that their vehicles do not leak oil or leave any other residue on the car park.

13. Compliance with Rules by Invitees

a) A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with the rules.

b) A proprietor of a Lot which is the subject of a lease or license agreement must take all reasonable steps, including without limitation:

Delivered by LANDATA®, timestamp 02/11/2026 12:33 Page 6 of 11

i. Inclusion in any lease or license agreement of an enforceable obligation on the lessee or licensee of the lot and any invitees of that lessee or licensee to comply with these rules;

ii. Enforcement of any such obligation on the lessee or licensee including but not limited to termination of the lease or license agreement and eviction of the lessee or licensee.

14. Pets and Animals

In order to preserve the native wildlife, cats, ferrets or pets that could be considered predatory animals are not allowed within the boundaries of the Development, whether restrained or otherwise with the exception of dogs under specific conditions as follows:

a) At all times, dogs must be on a restrained and controlled on a leash or constrained within a Lot, with due regard for the height restriction to rear fences which must not be altered. (refer to Rule 8).

b) A member must not, and must ensure that the occupier of a member's Lot does not:

i. Keep any dog on a lot affected by the Owners Corporation or the common property after being given notice by the Owners Corporation to remove such dog after the Owners Corporation has resolved that the dog is causing a nuisance (including but not limited to noise nuisance). This rule does not apply to an animal that assists a person with a medically recognized impairment or disability.

ii. Allow dogs to roam freely on common property without being restrained and controlled on a leash.

iii. Allow dogs any access within fenced areas of sport precinct, or within playground area.

iv. Fail to clean up any dog debris or make good damage to any common property.

15. Noise Disturbances

Noise from any radio, television, sound system, musical instrument or similar device or any other noise which may be unreasonably obtrusive to any other resident, visitor or guest must not be audible outside the resident's dwelling.

16. Special Rules applicable to Vendor:

a) Notwithstanding anything to the contrary contained in these rules, so long as:

i. MJ O'Mullane Pty Ltd ACN 005 161 946 and Australian Ecovillages Pty Ltd ACN 120 818 108 ('the Vendor') is a proprietor or occupier and is an owner of a lot; or,

ii. An assignee of the Vendor is a proprietor or occupier and is an owner of a lot; or,

iii. A mortgagee or charge of the Vendor has an interest in any lot; then, All the preceding rules shall not in any way whatsoever apply to or be enforceable against the Vendor, its assignee, its mortgagee or charge where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, its assignee, its mortgagee or charge may be engaged in or which it may need to carry out in order to complete the Development.

b) The Vendor, its assignee(s), its mortgagees and chargees shall be and are by this rule, authorised by each and every proprietor and occupier of a Lot within the Owners Corporation to:

i. Erect such barriers, fences, hoardings and signs as it deems necessary to facilitate any works to be carried out in relation to the Development;

ii. Take exclusive control of the common property for the purpose of garden maintenance and have effective control of such maintenance as deemed necessary subject to the agreement of the OCC;

iii. Take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession or in order to carry out any works or activities in relation to the Development;

iv. Exclude all and any proprietors or occupiers from any parts of the common property as may be necessary in order to carry out any works in relation to the Development;

v. Erect for sale, promotional advertising or other signs as the Vendor may require on any part of the common property;

vi. Grant rights to use or access through or over common property to third parties on such terms and conditions as the Vendor or its mortgagee or chargee think fit.

Delivered by LANDATA®, timestamp 02/11/2026 12:33 Page 7 of 11

17. Dispute Resolution

Members are directed to the dispute resolution guidelines within the Owners Corporation Regulations 2018 Model Rules (see Annexure "A").

18. Rules not to apply to Developer

These Rules, and any amendment to these Rules will not now or at any time in the future apply to any promotional, selling or marketing activities of the Developer.

19. Public Use of Common Property

The common property of the Development is open to the public, subject to specific restrictions applied by the OCC, and as updated from time to time, including the restrictions outlined in Rule 10. Restrictions on public access shall be clearly indicated on signs at the various entrances to the development. This public access excludes:

a) The Community Farm, except when specifically open to the public;

b) The Residents' Building, except to guests of members or when specifically open to the public.

I certify these rules to be a true & correct copy of the rules made by special resolution dated 1st May 2024.

Signed .... (OC Chairperson)
G Richard Keech

Delivered by LANDATA®, timestamp 02/11/2026 12:33 Page 8 of 11

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

Delivered by LANDATA®, timestamp 02/11/2026 12:33 Page 9 of 11

AY272719W

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

Delivered by LANDATA®, timestamp 02/11/2026 12:33 Page 10 of 11

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

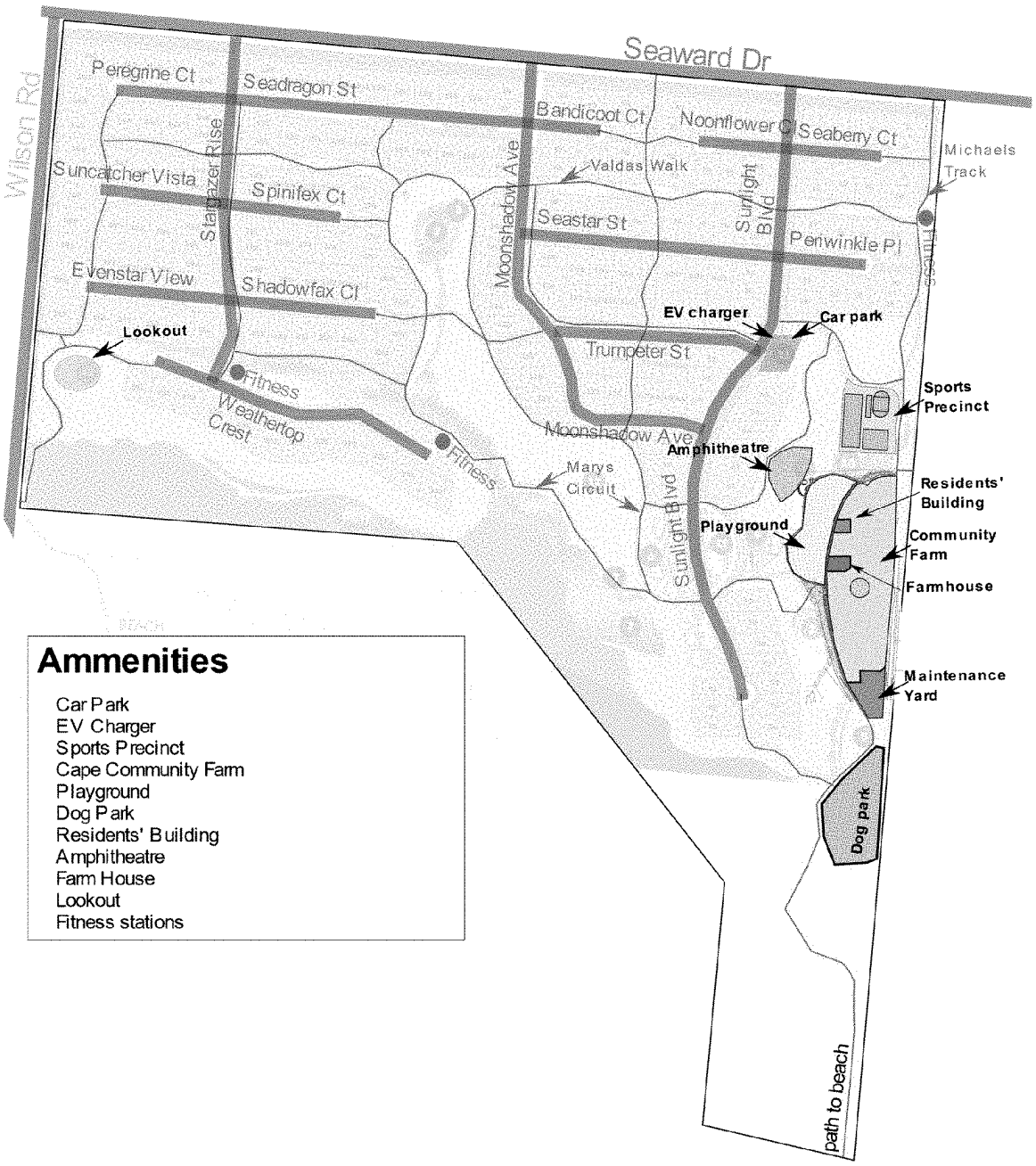
(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

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ANNEXURE "B"

MAP OF AMMENITIES



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Notification of making, amendment or revocation of owners corporation rules

Section 142 *Owners Corporation Act 2006*

Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	bd legal
Name	Hannah van Breugel
Phone	03 5176 1000
Address	80 Albert Street, Warragul
Reference	240840 Ace
Customer code	17349J
Owners corporation number	1
Plan number	PS 719593L

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on 01-05-2024

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 09.07.2024

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.

Richard Allan Bridge
80 Albert Street, Warragul 3820
an Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victori

The common seal of owners corporation number:

The Common Seal Of

Plan number: PS 719593L

was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

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Lot owner .....

Full name	Geoffrey Richard Keech
Address	21 Sunglight Blvd, Cape Paterson (lot 66)

Lot owner .....

Full name	Jillian Kaye Adams
Address	9 Sunlight Blvd, Cape Paterson (lot 19)

For current information regarding owners corporation, please obtain an owners corporation search report

Land Use Victoria
Level 1, 2 Lonsdale Street Melbourne
Melbourne VIC 3000
Telephone 03 9194 0601