



**ORDINARY RESOLUTION**

To be decided by poll

Submitted by Peter Zunker, Representative for Notre Dame

**Variation to Caretaking Agreement and Letting Agreement**

That the body corporate consent to the following variations of the caretaking and letting agreement both dated 7 January 1999 between the body corporate and Cathedral Place Management Pty Ltd, subsequently assigned to Edward Charles Zunker and Lorraine Zunker:-

(a) Inserting a new clause 8.3 into the Caretaking Agreement as follows:

The Caretaker has the option to renew this Agreement for a further period of five (5) years, from 4 November 2008 until 3 November 2013. The renewed term will be upon the same terms and conditions as this Agreement except this clause shall be omitted. If the Caretaker wishes to exercise this option the Caretaker must give notice in writing to the Committee not less than three (3) calendar months and not more than six (6) calendar months prior to 3 November 2008.

(b) Inserting a new clause 8.4 into the Caretaking Agreement as follows:

The Caretaker has the option to renew this Agreement for a further period of five (5) years, from 4 November 2013 until 3 November 2018. The renewed term will be upon the same terms and conditions as this Agreement except this clause shall be omitted. If the Caretaker wishes to exercise this option the Caretaker must give notice in writing to the Committee not less than three (3) calendar months and not more than six (6) calendar months prior to 3 November 2013.

(c) Inserting a new clause 3.3 into the Letting Agreement as follows:

The Agent has the option to renew this Agreement for a further period of five (5) years, from 4 November 2008 until 3 November 2013. The renewed term will be upon the same terms and conditions as this Agreement except this clause shall be omitted. If the Agent wishes to exercise this option the Agent must give notice in writing to the Committee not less than three (3) calendar months and not more than six (6) calendar months prior to 3 November 2008.

(d) Inserting a new clause 3.4 into the Letting Agreement as follows:

The Agent has the option to renew this Agreement for a further period of five (5) years, from 4 November 2013 until 3 November 2018. The renewed term will be upon the same terms and conditions as this Agreement except this clause shall be omitted. If the Agent wishes to exercise this option the Agent must give notice in writing to the Committee not less than three (3) calendar months and not more than six (6) calendar months prior to 3 November 2013.

and that the body corporate enter into and sign under seal the deed of variation attached to this agenda.

**COMPREHENSIVE RESOLUTION**

To be decided by poll

Submitted by Peter Zunker, Representative for Notre Dame

**Amendment of By-laws**

That Motion 2 passed at the AGM held on May 11, 2006, by which the Body Corporate purported to amend its By-laws by adding a new By-law 29 which deleted part of By-law 22, deleted By-law 22A and replaced By-law 23, be revoked so that By-laws 22-23, as reprinted below, in place at May 11, 2006, remain unchanged.

Original By-laws 22-23 to remain unchanged

22. Use of Building Manager's Lot

Lot 4 in the Building Units Plan to be known as Notre Dame, and Lot 64 in the Building Units Plan known as Oxford and Cambridge and until both of these lots are completed and registered such other lot or combination of lots in Cathedral Place as are used for the purposes of management and letting in accordance with By-law 23 ("the Management Unit") may be used for the purposes of Management of the property and for the sale and letting of units in the buildings on behalf of the proprietors, and the rendering of such services to occupants of units in the building and may without the consent of the Body Corporate Committee display signs or notices for the purposes of offering for sale or for lease or for letting any unit in the building. The right to use the said lots for these purposes must not be revoked without the written consent of the proprietor of the lot. For the purposes aforesaid the Body Corporate shall have power to grant to the proprietor of the Management Unit the right to carry on in the property the business of letting units in the building and for the purpose to enter into any appropriate agreement on such terms and conditions as the Body Corporate may deem fit.

22A.

Except as authorised in By-law 22, the Body Corporate prohibits the use of any part of the Cathedral Place Development (which includes the common property of the Community Body Corporate and all the lots and common property of the buildings known as Cathedral Village, Duhig, Kensington and Sandringham, Canterbury and Westminster, Oxford and Cambridge and Notre Dame) for the purposes of the sale and letting of the lots or car parks within the development on behalf of proprietors except for the sale of lots within the development by Cathedral Place Developments Pty Ltd

23 Body Corporate Empowered to Enter Into Agreements

(a) The Body Corporate shall be empowered to enter into Agreements from time to time with the proprietor of the Management Unit or any party associated with the said proprietor who has care and control of the said lot to caretaker and or manage the common property of subsidiary bodies corporate and the buildings at Cathedral Place and to let lots upon such terms and conditions as the Body Corporate shall decide upon in general meeting

(b) The proprietor of the Management Unit, or any party associated with the said proprietor who has care and control of the said lot is authorised to be the letting agent for such of the proprietors of Cathedral Place who shall desire to appoint such party as their letting agent

(c) The Committee of the Body Corporate hereby consents to the manager's application to the Auctioneers and Agents Committee of the Office of Corporate Affairs to conduct a letting business in relation to the units in Cathedral Place from the Management Unit