

**VERSION 7.02**

# **OWNERS CORPORATION RULES**

**185 Rosslyn St, West Melbourne**



***Owners Corporations 1, 2, 5, 6, 7, 8, 9***

***Plan of Subdivision PS 746057J***

## **OWNERS CORPORATION RULES**

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*Owners Corporations 1-3, 5-9, PS746057J, 185 Rosslyn St,  
West Melbourne VIC 3003*

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## 1. Definitions

In these Rules:

- (a) "Building" means the Building constructed on the Land;
- (b) "Building Manager" means the person for the time being appointed by the Owners Corporation to be the Building Manager for the purposes detailed in these Rules; or if no person is for the time being appointed, the Manager or secretary of the Owners Corporation
- (c) "Common Property" means the areas designated as Common Property on the Plan
- (d) "Commercial Lot" means a Lot for Commercial or Retail use
- (e) "Developer" means West End Landco Pty Ltd or related body corporate responsible for the Development of the Land and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.
- (f) "Development" means the Development of 185 Rosslyn St, West Melbourne VIC 3003 as a mixed use residential apartment Building and associated facilities with a ground floor retail component including the marketing and sale of Lots. Branding West End
- (g) "Governmental Agency" means any Governmental or semi-Governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (h) "Lot" mean a Lot shown forming part of the Plan
- (i) "Manager" means the person for the time being appointed by the Owners Corporation as its Manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (j) "Model Rules" means the Model Rules for an Owners Corporation pursuant to regulation 8 of the Owners Corporation Regulations 2007
- (k) "Occupier" means the person or entity authorised by the Proprietor to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees, guests or persons authorised to be in the designated Lot.
- (l) "Owners Corporation" means Owners Corporation One to Three (1 – 3) and Five to Ten (5 – 10) of Plan No. PS746057J of 185 Rosslyn St, West Melbourne in the State of Victoria, 3003;
- (m) "Plan" means Plan of Subdivision No. PS746057J;
- (n) "Proprietor" means the registered Proprietor(s) of a Lot;
- (o) "Regulations" means the *Owners Corporations Regulations 2007* (Vic);
- (p) "Rules" means these Consolidated Rules of the Owners Corporation;
- (q) "Security Key" means a key, magnetic card or other device used to access the premises, open and close doors, gates, locks or to generate alarms, security systems or communication systems in

- respect of a Lot or the Common Property;
- (r) "Storage Lot" means an uninhabitable Lot shown on the Plan used for Storage of goods
  - (s) Unless the context otherwise requires –
    - (i) headings are for convenience only,
    - (ii) words importing a gender include any gender,
    - (iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,
    - (iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, personstaking by novation) and assigns,
    - (v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, Regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all Regulations, proclamations, ordinances and by-laws issues under that statute,
    - (vi) a reference to an Owners Corporation includes any elected committee of the Owners Corporation,
    - (vii) a reference to a thing includes any part of that thing, and
    - (viii) as the context permits, the singular includes the plural and vice-versa;
  - (t) The obligations and restrictions set out in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these Rules in respect of the person or persons to whom they are given.
  - (u) Where these Rules require or provide for the Owners Corporation Manager, the Owners Corporation Committee or Building Manager to do something it means that the Owners Corporation Manager, the Owners Corporation Committee or Building Manager (as the case may be) has been duly appointed and is acting under the delegated authority of the Owners Corporation to do the relevant act or thing or provide the relevant approval.
  - (v) Where in these Rules it refers to Owners Corporation, it may be the case that the Owners Corporation has duly appointed and delegated to the Owners Corporation Manager or Owners Corporation Committee (as the case may be) the power and authority required to do the relevant act or thing referred to in the Rules.

## **2. Model Rules**

### **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.

## **2. Management and administration**

### **2.1 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) Sub-rule (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.

### **3. Use of Common Property**

#### **3.1 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 his or her own purposes as a garden any portion of the Common Property.
- (3) An approval under sub-rule (2) may state a period for which the approval is granted.
- (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 sub-rule (4) must remove that animal.
- (6) Sub-Rules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

#### **3.2 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.

#### **3.3 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 sub-rule (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. Lots**

#### **4.1 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. Behaviour of persons on Common Property

### 5.1 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.

### 5.2 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) The owner/occupier must ensure that noise levels do not exceed the noise limits set out below or such other limits reasonably notified by the landlord or Owners Corporation from time to time (Noise Levels Db);

Noise Level (dB)	Octave Band Centre Frequency (Hz)								Total	Total
	63	126	250	500	1000	2000	4000	8000		
Premises	77	83	83	80	74	70	70	70	88 dB	81 dBA
Licensed Areas	76	74	68	66	65	62	56	49	79 dB	70 dBA

- (3) Sub-rule (1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

## 6. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a Lot owner, Manager, 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 14 working days after the dispute comes to the attention of all the parties.



- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her 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.

### **3. Access to Lots**

1. Except in the case of an emergency (in which case no notice shall be required) upon one (1) days' notice in writing, the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Proprietor in cases where such leakage or defect is due to any act or default of the said Proprietor or Occupier of his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Proprietor or Occupier as is reasonable in the circumstances.
2. A Proprietor or Occupier in occupation of a Lot must allow any person authorised by and on behalf of the Owners Corporation;
  - (a) to enter the Lot or a Building in the complex in order to have access to the exterior of the Building, and
  - (b) to enter the Lot from the exterior of the Building via a balcony, terrace, window or other part of the Lot and to use that part of the Lot, to facilitate the repair and maintenance of and other works on Common Property including the structure of the Building and the exterior face of the Building and any service that is for the benefit of more than one Lot or the Common Property being areas of Common Property that would otherwise be difficult to access.
3. The Owners Corporation must give at least 1 days' notice in writing to the Proprietor or Occupier of a Lot or other Occupier of a Lot of an intention to enter:
  - (a) unless the Occupier agrees to a lesser time and where the Occupier is a tenant under a residential tenancy agreement the Occupier must be given the same notice as that required to be given by a landlord under Section 85 of the Residential Tenancies Act 1997;
  - (b) entry to and use of the relevant part of the Lot must be between the hours of 8.00 am and 6.00pm on any day Monday to Friday; or
  - (c) unless there is an emergency when no notice and no time restrictions apply, and then in such a manner as to cause as little interruption or inconvenience to the Occupier as is possible in the circumstances.

4. Owners and Occupiers of a Lot and their guests must have access and use of the Common Property and any general public entrance as may be required for the conduct of Medina Property Services Pty Limited's business and the lifts, fire stairs, loading docks, and other general public areas of the Building in accordance with their intended use, in conjunction with the other occupiers of the Lots or Building.

#### **4. Address for Service**

1. Proprietors to provide Australian address for service of notices
  - (a) All Proprietors of a Lot must provide to the Owners Corporation a postal address, email address and mobile phone number for service of notices within Australia, failing which, all notices and documents will be deemed to be properly served on the Proprietor if sent by Australia Post or delivered to the Lot.
  - (b) Proprietors are responsible to ensure registration of all occupants within the Lot on the WELife / Buildinglink or other Building management system for West End as nominated by the Owners Corporation and must ensure all contact details are updated when appropriate.
  - (c) All Proprietors of a Lot who reside overseas and engage a real estate agent to manage the Lot must provide the details of the real estate agent to the Owners Corporation.
  - (d) Proprietors and all Occupiers of a Lot must provide an email address and mobile phone details for communications, notices and documents of the Owners Corporation and thereby consent to the giving of information electronically pursuant to the provisions of the *Electronic Transactions (Victoria) Act 2000* (Vic). Failure to do so will force all notices and correspondence (hard copy) to be sent via post which will incur a cost chargeable to the Lot owner.

#### **5. Appearance of a Lot**

1. Without limiting any other of these Rules, the Proprietor or Occupier of a Lot must not, without prior written consent of the Owners Corporation and on such conditions as the Owners Corporation attaches to that consent;
  - (a) install bars, screens or grilles other safety devices to the exterior of any windows or doors of a Lot;
  - (b) operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Building;
  - (c) attach to or hang from the exterior of the Lot any aerial or any security device or wires;
  - (d) install or operate any intruder alarm which emits any audible signal;
  - (e) place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony, terrace, patio or verandah;

- (f) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
  - (g) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
  - (h) install any external blinds, light fittings or awnings on the Lot;
  - (i) install any air conditioning unit or hot water system in a Lot, or attached to a Lot, other than in a place nominated by the Owners Corporation; or
  - (j) install any pipes, wiring, cables or the like to the external face/roof of the Building or Lot.
2. Without limiting any other of these Rules the Proprietor or Occupier of a Lot must;
    - (a) keep the external facade of the Lot (including the surface of all walls, floors and ceilings which abut Common Property) in a good and proper condition and in accordance with all requirements of the Owners Corporation;
    - (b) maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
    - (c) not do or permit anything to be done which would result in the external facade of the Lot (including the surface of all walls, floors and ceilings of facades which abut Common Property) not being in a good and proper condition and in accordance with all requirements of the Owners Corporation; and
    - (d) keep the Lot clean, in good repair and free from infestation by vermin or insects. The external facade and appearance of the Lot, including the surface of all walls, floors and ceilings which abut the Common Property and the Lot's outside doors, windows and windowsills, must be kept in a good and proper condition.
  3. Each Proprietor of a Lot hereby irrevocably authorises the Owners Corporation, its servants agents and contractors, to undertake at the Proprietor's expense all works reasonably necessary to bring the external facade of that Lot (including the surface of all walls, floors and ceilings which abut Common Property) in a good and proper condition and in accordance with all requirements of the Owners Corporation.
  4. A Proprietor or Occupier of a Lot must not paint, finish or otherwise alter the external facade of the Lot, Building or any improvement forming part of the Common Property.
  5. A Proprietor or Occupier of a Lot must not hang or permit to be hung any clothes, washing or other articles on any balconies, landing, stairway or any other part of the Common Property or on any part of the exterior of a Lot so as to be visible from outside the Lot.
  6. A Proprietor or Occupier of a Lot must ensure that any part of the Common Property abutting or around the Lot, including but not limited to the pavement in front of the Lot, are maintained, tidy and kept in a good and clean repair which is aesthetically pleasing.

7. A Proprietor or Occupier of a Lot must not sweep or push out any apartment debris into the common area and will be liable for any costs associated with cleanup thereof.

**6. Arcade**

1. A Proprietor or Occupier of a Lot must not consume alcohol within the public arcade except within defined areas as allowed under any relevant liquor licensing requirements.
2. No running, skateboarding, roller blading or operation of bicycles within the arcade.
3. A Proprietor or Occupier of a Lot, and their guests, must not defecate or graffiti the Common Property within the arcade.
4. No loud undue noise permitted outside the hours of 8am and 12am 365 days a year, except where permission has been granted otherwise except by either the Building Manager or Owners Corporation.
5. All users of the arcade space will be bound by the relevant Rules and Regulations issued by the Owners Corporation Committee and updated from time to time.

**7. Balconies**

A Proprietor or Occupier must:

- (a) not construct, erect or fix any shed, enclosure, spa, water feature, or structure of any nature or description or undertake any Building works on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Owners Corporation;
- (b) ensure that any barbeques, pot Plants and outdoor furniture and other movable objects kept on the balcony to their Lot is secured against strong winds and where necessary remove any loose items from balconies which may be dislodged during periods of strong winds;
- (c) not temporarily or permanently fix or otherwise install on any balcony to their Lot, any equipment or apparatus of any kind (including, any external blind, light fitting, awning, air conditioning unit, antenna, clothes line or satellite dish);
- (d) ensure that no rubbish, residue or overflow is expelled onto another Lot or any other part of the Building or Common Property or when cleaning or washing balconies other than to areas specifically designated for such purpose from time to time by the Owners Corporation;
- (e) ensure that when watering or cleaning any balcony, terrace or garden area that forms part of the Lot, the water does not fall onto lower Lots or any other part of Building or Common Property;
- (f) grant and provide to the Owners Corporation, upon the Proprietor or Occupier being given written notice, access to any balcony forming part of the Proprietor's or Occupier's Lot for the purpose of cleaning and/or maintaining the Common Property;
- (g) ensure Building materials related to any Building Works are not stacked or stored in or on balcony areas;

- (h) not permit disposal of cigarette butts, cigarette ash or any other item over balconies onto other Lots or any other part of Building or Common Property; and
- (i) must keep balconies clean, tidy and well maintained; and
- (j) if the Lot has an air conditioning unit installed, permit the overflow of the air conditioning unit to flow onto the Common Property or another Lot.

**8. BBQ Area Facilities**

- (a) An Owner or an Occupier of a Lot must book the BBQ Area with Building management prior to use (through nominated Building management system).
- (b) BBQ Areas are not be used for third party or commercial bookings.
- (c) All users of the BBQ Area facilities will be bound by the relevant Rules and Regulations issued by the Owners Corporation Committee and updated from time to time.
- (d) After each use the BBQ Area facilities must be left in a clean and tidy state. Failure to leave the facilities in a clean and tidy state will result in additional cleaning charges to the relevant party which the Owners Corporation may recover as a debt from the responsible party. It is the responsibility of the Owner or Occupier booking the use of the facilities to notify Building management immediately if the area is found in an unsatisfactory condition prior to commencement of the booking.
- (e) The BBQ area facilities area is as shown in Annexure 1, marked as hatched area 'A'.

**9. Behavior by Proprietors & Occupiers**

A Proprietor or Occupier of a Lot must 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 Proprietors or Occupiers of Lots or their families or visitors;
- (b) Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation;
- (c) Make or permit to be made noise from music or machinery which may be heard outside the Lot between the hours of 11.00pm and 7:00am;
- (d) Create any noise or behave in a manner likely to interfere with peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property; or
- (e) Obstruct the lawful use of Common Property by any person;
- (f) Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4:00pm to 9:00am on weekdays;

- (g) A Proprietor or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or to any person lawfully using Common Property;
- (h) A Proprietor or Occupier of a Lot must not smoke in the stairwells, lifts, foyers, car park lobbies, loading docks, areas set aside for Plant and Storage, forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time;
- (i) A Proprietor or Occupier of a Lot must not permit any child under the control of that Proprietor or Occupier to play on any part of the Common Property or, unless accompanied by an adult, to remain on any part of the Common Property comprising a car parking area or other area of possible danger or hazard to children;
- (j) Use or permit to be used in or on the Common Property skateboards, scooters, roller skates, Segway, roller blades or similar equipment, motorised or not;
- (k) Unless in the nominated barbecue area, Permit consumption of alcohol or the taking of any glassware onto the Common Property;
- (l) A Proprietor or Occupier of a Lot must not use the lift in an disorderly manner, and must only use it in the manner for which it is designed including travellers, goods lift, loading dock etc.;  
or
- (m) A Proprietor or Occupier of a Lot must not use or permit the use of a Lot affected by the Owners Corporation, or the Common Property, to be used for any purpose that may be illegal or injurious to the reputation of the property or the Owners Corporation or may cause a nuisance or hazard to any other Proprietor or Occupier of any Lot or their families, visitors, guests or invitees;
- (n) A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged; or
- (o) A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, interfere with the operation of any Plant and equipment or the passage or provision of services owned by the Owners Corporation and installed on the Common Property.
- (p) Smoke, or permit to be smoked, any tobacco or other combustible material on or around the Common Property other than on such parts of the Common Property as designated by the Owners Corporation or the Manager from time to time. This rule extends to the smoking of any combustible material on balconies of private Lots if carried out in such a manner where it interfered with the quiet enjoyment of another Lot owner or Occupier.

- (q) A Proprietor or Occupier of a Lot must ensure that their behaviour complies with any Agreement of the Owners Corporation or the Developer made pursuant to Section 173 of the *Planning and Environment Act 1987* (Vic).
- (r) A Proprietor or Occupier of a Lot must observe the signposted Rules in relation to the use of the Common Property and facilities, as determined by the Owners Corporation from time to time, and must ensure that any invitees do not use the Common Property except in accordance with those signposted Rules as determined and permitted by the Owners Corporation from time to time, to be observed in conjunction with the Owners Corporation Rules.
- (s) A Proprietor or Occupier of a Lot must not place any doormat or similar on common property or any attachment to the external face of the door unless written consent is obtained from the Owners Corporation in advance. A Proprietor or Occupier of a Lot must remove any such item immediately upon request or it will be disposed of.
- (t) A Proprietor or Occupier of a Lot must not install any door viewer or similar without written consent of the Owners Corporation. Any proposed door viewer must meet with the fire rating requirements for the existing door and not compromise it in any manner. Any door viewer installed without written consent, if found to be non-compliant will require replacement of the door at the cost of the lot owner, which will be recoverable as a debt to the Owners Corporation.
- (u) A Proprietor or Occupier of a Lot must not install any additional door locks without written consent of the Owners Corporation. Any proposed door locks must meet with the fire rating requirements for the existing door and not compromise it in any manner. Any door locks installed without written consent, if found to be non-compliant will require replacement of the door at the cost of the lot owner, which will be recoverable as a debt to the Owners Corporation.

#### **10. Building Security & Security Keys**

1. A Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavors including without limitation and appropriate stipulation in any lease or license of a Lot to the Occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.
2. A Proprietor or Occupier of a Lot in possession of a Security Key must not, without written consent from the Owners Corporation, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Proprietor or Occupier and is not disposed of otherwise than by returning it to the Proprietor, Owners Corporation or Building Manager.
3. A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation Manager or Building Manager if a Security Key issued to it is lost, stolen or destroyed.

4. The costs of replacing any security key, remote control or any security device which is issued to the Proprietor or Occupier of a Lot will be at their cost.
5. A Proprietor of a Lot must keep the Building Manager or Owners Corporation Manager informed at all times of the names and addresses and telephone numbers of all persons in possession of a Security Key so that the Building Manager or Manager may maintain a register of Security Key holders which is up to date at all times.
6. A Proprietor or Occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the Common Property or any person in or about the Building. Security of the Building must be maintained at all times by Proprietors and Occupiers by:
  - (a) Not leaving any outside doors to the Building open or propped open; and
  - (b) Not leaving the doors from the stairways into the car parks open or propped open
7. A Proprietor or Occupier of a Lot must not install a key safe in any place on Common Property without the prior written consent of the Owners Corporation.

#### **11. Building Works**

1. A Proprietor or Occupier of a Lot must not undertake any Building works within or about or relating to a Lot except in accordance with the following requirements;
  - (a) Such Building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
  - (b) The Proprietor or Occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from Building operations to other Proprietors and Occupiers or their guests or invitees;
2. The Proprietor or Occupier of a Lot must not proceed with any such works until the Proprietor or Occupier;
  - (a) Submits to the Owners Corporation Plans and specifications of any works proposed by the Proprietor or Occupier which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
  - (b) Supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly Development of the Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;



- (c) Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation, which cost may include the costs of a Building surveyor engaged by the Owners Corporation to consider such Plans and specifications, be paid by the Proprietor or Occupier and such approval shall not be effective until such costs have been paid; and
  - (d) The Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier and the Proprietor or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of Building operations, means of access, use of Common Property and on-site management and Building protection, and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking Building material or Building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
3. Without limiting the generality of sub-paragraph (d) the Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier and the Proprietor's or Occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works;
- (a) Building materials must not be stacked or stored in the front side or rear of the Building;
  - (b) scaffolding must not be erected on the Common Property or the exterior of the Building;
  - (c) construction work must comply with all laws of the relevant Governmental agencies;
  - (d) the exterior and Common Property of the Building must at all times be maintained in a clean tidy and safe state.
  - (e) construction vehicles and construction worker's vehicles must not be brought onto or parked in the Common Property.
4. Before any of the Proprietor's or Occupier's works commence the Proprietor or the Occupier must;
- (a) cause to be effected and maintained during the period of the Building works a contractors all risk insurance policy to the satisfaction of the Owners Corporation; and
  - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
5. Access shall not be available to other Lots on the Plan or Common Property on the Plan for the installation and maintenance of services and associated Building works without the consent or license of the owner of the relevant Lot or the Owners Corporation in the case of Common Property;

6. The Proprietor or Occupier of a Lot shall immediately make good all damage to and dirtying of the Building, the Common Property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Proprietor or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion, if the Proprietor or Occupier fails to do so within a reasonable period of time, must make good the damage and dirtying and in that event the Proprietor or Occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;
7. The Proprietor or Occupier of a Lot must forthwith make good any damage occasioned to the Building or the Common Property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.
8. A Proprietor or Occupier of a Lot must not make any changes, alterations, modifications or additions to the Lot, structure or otherwise which diminishes or may diminish noise attenuation within the Building in providing insulation against the transmission of airborne and impact generated sound and must obtain the prior written approval of the Owners Corporation to:
  - (a) the installation and or removal whether or not replacement is proposed of existing fixed or loose carpet, rugs or other floor coverings or parquetry, floating or other timber floors; and
  - (b) any other change to existing floor treatments or floor coverings, which approval will be given only if the Owners Corporation is satisfied that noise attenuation within the Building will be maintained or improved and then only on such conditions as the Owners Corporation sees fit including requiring that further works be undertaken by the Proprietor or Occupier of the Lot to maintain or improve noise attenuation within the Building so that Occupiers of other Lots and users of Common Property continue to enjoy the existing or an improved amenity.

## **12. Car Share Services Bylaws**

1. Empowering By Law – Car Share Agreement
  - (a) In addition to the powers under the Strata Schemes Management Act 1996 the Owners Corporation has the power to enter into an agreement with a car share service provider to provide, manage and operate a car share service within the Building.
2. Car Share Operation
  - (a) The Owners Corporation must operate a car share scheme ("the Scheme"), or contract the operation of the Scheme to a car share operator ("the Operator") for no fee.

- (b) The Owners Corporation is to allocate four (4) common property car parking spaces for use as part of the Scheme. The four (4) common property car spaces noted on the plan attached as Schedule A may only be used for car share purposes as part of a car share operation run by the Owners Corporation or by the Operator.
- (c) The Owners Corporation is to allow public access at all times to that part of the common property occupied by the Scheme allowing the Operator, including all staff and contractors, and the members of the Scheme, including non-residents of the Building, access to the car share vehicles.
- (d) If required, the Owners Corporation will provide, free of charge, necessary access cards, keys or other security measure required, to allow the Operator and other users of the Scheme access to the common property.
- (e) The Operator is to take out all necessary insurances for the operation of the Scheme, including public liability.

**13. Car Spaces & Parking**

- (a) A Proprietor or Occupier only has access to the car parking spaces that are allocated to a Lot.
- (b) Car parking spaces allocated to a Lot form part of that Lot exclusively.
- (c) A Proprietor or Occupier may only park vehicles within the car parking spaces allocated to their specific Lot and must not park in such a way as to impede access to any car parking space.
- (d) Large vehicles that are unable to be contained within the boundaries of their nominated car space are not permitted within the car park. All vehicles should also observe height limitation signage as displayed and must under no circumstances enter the car park if it does not meet the requirements of this rule.
- (e) Car parking spaces may only be used for the purpose of parking one vehicle per car space and then only in such a manner as may be fair and reasonable to other Proprietors or Occupiers. A motorcycle is considered a vehicle under this section.
- (f) A Proprietor or Occupier may allow guests to occupy a car parking space which they are entitled to use, only if the guest is accompanied at all times to and from the car parking space by the Proprietor or Occupier.
- (g) Use or permit to be used the visitor car parking area for any use other than for the parking of motor vehicles by invitees/visitors of a Proprietor or Occupier of a Lot for a temporary period of time.
- (h) Permanent parking is not permitted in Visitors car spaces
- (i) A Lot's unused car parking spaces may be leased or licensed to another Proprietor or Occupier of the Building (and with the consent of the Owners Corporation ), to a Proprietor or Occupier of any residence of a Lot on the Plan and the lease/license must terminate on or before the

lessee/licensee vacating the Lot.

- (j) Drivers must comply with all directional and speed limit signs in and around the car park.
- (k) Drivers must exercise due care while driving in and around the car park so as not to cause danger or concern to any person or to property.
- (l) Drivers must not do or permit anything to be done which will cause Nuisance or disturbance to a Proprietor or Occupier.
- (m) The Owner's Corporation is not responsible for:
  - i. any damage to a vehicle while inside the car park or while entering or leaving the car park;  
or
  - ii. the theft of any vehicle or of any item within any vehicle parked in the car park.
- (n) Vehicles are kept at the sole risk of the Proprietor or Occupier.
- (o) A Proprietor or Occupier may only wash and clean their cars outside the car park or as directed by the Owners Corporation from time to time.
- (p) A car parking space may not be further enclosed, fenced, caged in or walled off in any way.
- (q) A Proprietor or Occupier must not store any private items or materials, including but not limited to furniture, household items, appliances, bicycles, boxes miscellaneous items etc, other than a motor vehicle on any car park Lot or part of a Lot unless first having obtained written consent from the Owners Corporation. Any items found to be stored within the car space, other than a motor vehicle, will be removed at the discretion of the Owners Corporation giving appropriate written notice and stored at the cost of the relevant Lot owner.

#### **14. Cinema / Multi-Purpose Room Facilities**

- (a) An Owner or an Occupier of a Lot must book the Cinema Room with Building management prior to use, as directed from time to time (through Building management system)
- (b) The cinema room is not to be used for third party or commercial bookings.
- (c) No alcohol is permitted to be consumed at any given time within the cinema room without the prior written consent of the Building management.
- (d) All users of the cinema room will be bound by the relevant Rules and Regulations issued by the Owners Corporation Committee and updated from time to time.
- (e) Cinema Room Facilities are only available for use between 9am to 10pm Monday to Sunday.
- (f) After each use the Cinema Room facility and area must be left in a clean and tidy state. Failure to leave the facilities in a clean and tidy state will result in additional cleaning charges to the relevant party which the Owners Corporation may recover as a debt from the responsible party. It is the responsibility of the Owner or Occupier booking the use of the facilities to notify Building management immediately if the area is found in an unsatisfactory condition prior to commencement of the booking.

## **15. Commercial Lots**

1. The Proprietor or Occupier of a Commercial Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless;
  - (a) the Planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot; and
  - (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
  - (c) the trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors or Occupiers of other Lots.
2. Without limiting any other rule, the Proprietor or Occupier of any Lot used as a restaurant, cafe or for other commercial purposes must (unless otherwise permitted by the Owners Corporation);
  - (a) take out its own bins on each garbage collection day and bring the bins in before 8am on each collection day;
  - (b) avoid unnecessary noise when filling bins;
  - (c) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
  - (d) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
  - (e) store all bins within appropriate areas of the Lot and must not store bins or leave garbage on Common Property;
  - (f) comply with all health, noise and other Regulations in carrying on the business from the Lot; and
  - (g) at all times maintain any Common Property licensed to it in good order and otherwise in accordance with the terms and conditions of any license or consent granted by the Owners Corporation.
  - (h) Comply with Waste Management Plan

## **16. Compensation to Owners Corporation**

The Proprietor or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective licensees or invitees.

## **17. Compliance with Laws**

1. A Proprietor or Occupiers must comply with all statutory and other requirements, including those issued from time to time by Building Management or the Owners Corporation Committee.
2. A Proprietor or Occupier of a Lot must, at the Proprietor's or Occupier's own expense, promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices

and orders of any Governmental authority.

3. A Proprietor or Occupier of a Lot must not use or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Proprietor or Occupier of any Lot or the families or visitors of any such Proprietor or Occupier;
4. A Proprietor or Occupier of a Lot must grant to the Owners Corporation its servants and agents upon the Proprietor or Occupier being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external façade/roof of the Common Property.
5. A Proprietor or Occupier of a Lot must comply with the Planning permit including the endorsed Plans in connection with the Planning permit, including any landscaping Plans, tree management Plans, waste management Plans and construction Plans.

**18. Compliance with Rules by Invitees**

1. A Proprietor or Occupier of a Lot must, take all reasonable steps to ensure that invitees of the Proprietor or Occupier comply with these Rules and in default take all reasonable steps to ensure that their invitees leave the Building.
2. A Proprietor of a Lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the Lot and any invitees of the lessee or licensee comply with these Rules.
3. A Proprietor or Occupier of a Lot shall ensure that, in the event of such Proprietor or Occupier holding a function or party involving ten (10) or more guests, such Proprietor shall engage security at the front entrance to greet, admit and escort any invitee or guest to the appropriate Lot or event location and to maintain security during the period of the function.
4. The Proprietor or Occupier of a Lot shall also, in such event, give notice of such function to the Owners Corporation, Building Manager or Manager and ensure that any security staff comply with the requests and directions of the Owners Corporation, Building Manager or Manager from time to time and behave appropriately and courteously to all other Occupiers & guests.

**19. Conduct of Meeting**

The conduct of meetings of the Owners Corporation shall otherwise be regulated in accordance with the relevant legislation.

**20. Danger**

1. If the Proprietor or Occupier is aware of a risk or a danger (including, hazards, bomb threats, a fire or a riot) in the Building or the Lot, the Occupier or Proprietor must advise the Landlord or Owners Corporation immediately and relevant authorities of the risk and danger.

2. If there is, or could be, anything that is a risk or a danger to the Building or people in it (such as a bomb threat, a fire or a riot) the Occupier or Proprietor must obey the instructions of the police or the fire brigade or other emergency authority including leaving the Lot or Common Property. The Occupier or Proprietor must not re-enter the Lot, Common Property or Building unless the Proprietor, Owners Corporation or the police or fire brigade or other appropriate authority tells the Occupier or Proprietor it is safe to do so.

## **21. Development Lease, Signage & Other Licenses**

1. The Owners Corporation may grant the Developer:
  - a. a development lease entitling the Developer to develop on a stage by stage basis in and around the Common Property and more generally facilitate the completion of the Building and the development generally in accordance with concept plans prepared by the Developer from time to time including without limitation building improvements from time to time and the completion and integration of the stages and car park areas, recreational facilities, landscaping and common areas together with attending to defects within the various stages of the Building constructions and the development **(Development Lease)**;
  - b. a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the development;
  - c. a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
  - d. allow the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit, provided the Developer uses its best endeavours to minimise disturbance and inconvenience to others Members' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.
2. A Proprietor of the Lot must not hinder or impede the Developer from exercising its rights under any agreement contemplated by this Rule.
3. The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 21.
4. A Proprietor must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 21.

## **22. Dispute Resolution**

1. Dispute resolution procedure
  - (a) The grievance procedure set out in this rule applies to disputes involving a Proprietor, Manager or Occupier of a Lot or the Owners Corporation.
  - (b) The party making the complaint must prepare a written statement in the approved form and

serve a copy of the complaint on the Manager, the secretary or the chairperson of the Owners Corporation and, if appropriate, on any other party involved.

- (c) The Owners Corporation will be represented for all dispute resolution purposes by one or more of:
1. the Manager;
  2. the grievance committee; or
  3. the chairperson;
- (the “**OC representatives**”) who shall be entitled to make decisions on behalf of the Owners Corporation for purposes of compliance with Part 10 of the Owners Corporations Act 2006 (Vic). These Rules evidence the resolution of the Owners Corporation to delegate power to the OC representatives for all purposes to enable operation of these Rules and in accordance with the Act.
- (d) If the OC representatives decide to take action in respect of any alleged breach of an obligation imposed under the Act or the Owners Corporations Regulations 2007 (Vic) or these Rules (“**breach**”), the OC representatives must give 28 days’ notice to rectify the breach to the person who allegedly committed the breach (“**respondent**”) in accordance with Section 155 of the Act (“**S155 Notice**”). A copy of the S155 Notice must be given to both the Lot Proprietor and the Lot Occupier.
- (e) If the respondent does not rectify the breach within 28 days after the date of the S155 notice, the OC representatives may decide to give a final notice stating that the respondent must within 28 days after the date of such final notice rectify the breach in accordance with section 157 of the Act (“**Final Notice**”).
- (f) The OC representatives may decide to apply to the Victoria Civil and Administrative Tribunal (“**VCAT**”) for an order requiring rectification of the breach if the respondent fails to comply with the Final Notice within the required time and must give the notices contemplated by section 157(3) of the Act of their decision.
- (g) At any time after the OC representatives become aware that a complaint remains unresolved the OC representatives may, in their sole and absolute discretion, require the parties to attend a meeting to discuss the matter in dispute with the complainant and the respondent.
- (h) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting and each party shall have the right to make submissions and to be heard. The parties must each:
1. use their best endeavor’s to make available to the OC representatives all facts and circumstances required in order to consider and resolve the dispute or differences; and
  2. attend in person and ensure that their respective employees, agents or consultants are available to appear at the meeting.



- (i) The OC representatives shall be entitled to make reasonable directions to expedite, adjourn or terminate any meeting or determination of this dispute resolution process as the OC representatives, in their sole discretion, think fit on behalf of the Owners Corporation.

## 2. Reference of dispute to an Expert

- (a) In the event of any dispute or difference as to the effect of or operation of the Plan of subdivision of the Owners Corporation or the interpretation and performance of obligations under these Rules, the Act or the Regulations, that dispute or difference may, if the OC representatives and the complainant and the respondent agree, be referred for determination by a person who shall be agreed upon between the parties or appointed by the President for the time being of the Law Institute of Victoria (the "**Expert**").

- (b) Parties to use best endeavours

When any dispute or difference has been referred for Expert determination, the parties must each:

1. use their best endeavors to make available to the Expert all facts and circumstances which the Expert requires in order to settle or determine the dispute or difference; and ensure that their respective employees, agents or consultants are available to appear at any hearing or enquiry called for by the Expert.

- (c) Right to be heard

The parties each have the right to:

1. make submissions to the Expert;
2. be heard by the Expert; and
3. each party may be legally represented before the Expert.

- (d) Expert's decision

The decision of the Expert must be made and delivered to the parties within a period of 1 month (or such other period as the parties may agree, or the Expert may determine) after the date of submission of the dispute or difference to the Expert and shall be final and binding upon the parties.

- (e) Expert may appoint other expert to assist

The Expert may appoint any other expert to consult with, assist and advise the Expert. The cost of such other expert is deemed to form part of the determination costs and expenses.

- (f) Expert to act as an expert

The Expert must act as an expert, not as an arbitrator, and his or her decision will be final and binding upon the parties.

- (g) Costs of determination

The Expert must also determine:

1. the amount of the costs and expenses of, and relating to, the reference of any dispute or difference to him or her (but excluding the personal time cost of any person acting in an honorary capacity, including the chairperson, secretary or committee member of the Owners Corporation); and
2. which party or parties must bear the costs and expenses and in what shares and, in making the determination, the Expert must take into account the reasonableness of the parties leading up to the expert determination, including any offers made to resolve the dispute, and the costs so determined will be recoverable in a Court or Tribunal of competent jurisdiction as a debt due.
3. If the dispute is not resolved, the OC representatives must issue the notices required under Part 10 of the Act and notify each party of his or her right to take further action under Part 11 of the Act.
4. This dispute resolution process must comply with Part 10 of the Act.

### **23. Dog Wash Facilities**

Dog Wash facilities are on a user pays basis. An Owner or Occupier of a Lot must ensure the following:

- (a) Pets must be on a leash or in a carrier when bathing pets.
- (b) Wash down the dog wash tub thoroughly after each use ready for the next user.
- (c) Pets are to be towel dried prior to using the blow dryer.
- (d) Notify Building management immediately if there is an issue with the dog wash requiring attention
- (e) Restraints provided in the tubs must be utilized to prevent pets from jumping out.
- (f) Do not leave your pet unattended at any given time.
- (g) Children under 16 years of age must always be under the supervision and care of a parent or responsible adult guardian when operating the facility. Please do not allow children to approach unknown dogs.

### **24. Fire Control, False Fire Alarms & MFB Costs**

1. A Proprietor or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
2. A Proprietor or Occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.
3. A Proprietor or Occupier of a Lot must ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

4. A Proprietor or Occupier of a Lot must comply with all fire safety requirements applicable to Occupiers of the Building and the directions of all persons authorised to carry out the required procedures including allowing access to the Lot for inspection and maintenance of Range Hood Exhaust Systems, smoke detectors and sprinkler systems, and other compliance issues.
5. In the event that the Melbourne Fire Brigade is called out to the Building as a result of the activation of a false fire alarm, whether the activation of the fire alarm was caused by a willful, negligent, foreseeable, or unforeseeable action or inaction, and the cause of the alarm is found to originate from a Lot, the Proprietor or Occupier of the Lot will be jointly and severally liable to pay any and all associated costs and charges connected to a false fire alarm.
6. A Proprietor hereby agrees to indemnify the Owners Corporation for all costs and charges incurred by the Owners Corporation in connection to a false fire alarm call out and the Proprietor may elect to pursue recovery from the Occupier. This rule is enforceable regardless of whether:
  - (a) The Occupier was directly, indirectly and /or negligently responsible for the cause of the fire alarm; and/or
  - (b) The Proprietor authorised either impliedly or expressly the actions of the Occupier which caused the false fire alarm.
7. The Owners Corporation may recover as a debt due and payable from the Proprietor the costs and charges referred to in this rule 24 as a levy.
8. To avoid false alarm call outs by the MFB, a Proprietor or Occupier of a Lot must not and must do all things reasonable to ensure and Occupier of a members Lot does not:
  - (a) Smoke in the common areas;
  - (b) Expel or emit smoke from their Lot other than by emission or expulsion out their balcony door or apartment window;
  - (c) Steam clean or dry clean or permit steam cleaning or dry cleaning of the carpet in their Lot whilst the entry door to their Lot is open;
  - (d) Utilise fire safety equipment except in the case of an emergency; and
  - (e) Undertake Building works or permit Building works to be undertaken which the entry door to their Lot is open.
9. The Owners Corporation may take measures to ensure the security, and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may;
  - (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the Common Property;

- (b) permit, to the exclusion of Proprietors and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
  - (c) restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the Lots to any other level of the Lots;
10. A Proprietor or Occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with this rule.

**25. Function Space (Poolside)**

1. An Owner or an Occupier of a Lot must book the function space (as marked, adjacent to the pool area) through the Building Management System or personnel prior to use.
2. The function space is not be used for third party or commercial bookings.
3. Professional catering with the relevant insurances, health and hygiene certificates etc must be engaged when using the function space (no self-catering), unless otherwise approved by the Owners Corporation committee.
4. No glass is permitted within the function space.
5. All users of the function space will be bound by the relevant Rules and Regulations issued by the Owners Corporation Committee and updated from time to time.
6. Function space is only available for use between 5pm to 10pm Friday, Saturday, Sunday, and 5pm to 8pm Monday to Thursday
7. After each use the function space must be left in a clean and tidy state. Failure to leave the facilities in a clean and tidy state will result in additional cleaning charges to the relevant party which the Owners Corporation may recover as a debt from the responsible party. It is the responsibility of the Owner or Occupier booking the use of the facilities to notify Building management immediately if the area is found in an unsatisfactory condition prior to commencement of the booking.
8. The Function Space (Poolside) area is as shown in Annexure 1, marked as hatched area 'B'.

**26. Gymnasium**

1. A Proprietor or Occupier of a Lot must observe the following Rules in relation to the use of the gymnasium and ensure that any invitees of the Proprietor or Occupier do not use the area except in accordance with the following Rules, or those as permitted by the Owners Corporation or private operator from time to time;
  - (a) Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium.
  - (b) The gymnasium is for use by residents only.
  - (c) Alcohol and food are not allowed in the gymnasium
  - (d) Smoking is not permitted in the gymnasium.

- (e) All users must carry a towel at all times and wipe down equipment after use.
- (f) Hours of use are Monday to Sunday 6.00 am to 10.00 pm only.
- (g) Suitable footwear must be worn to and from the gymnasium and, whilst in the gymnasium, socks and gym shoes are to be worn at all times.
- (h) Suitable clothing (excluding swimwear) is to be worn whilst in the gymnasium.
- (i) All users must be inducted prior to using the gymnasium by the Building Manager or operator of the facility.
- (j) All users of the gymnasium do so at their own risk.
- (k) No music, other than that permitted by the Owners Corporation is allowed in the gymnasium.

## **27. Infectious Diseases**

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the Owners Corporation and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

## **28. Insurance**

The Owners Corporation has insurance to cover Building replacement and public liability for the Common Property. Occupiers should consider arranging a contents insurance policy to include their own property and public liability. Owners who do not occupy their Lot should consider arranging a landlord's insurance policy which includes public liability cover. A Lot to be covered under a policy may include a carparking space and storage cage.

## **29. Insurance Claims**

1. Owners Corporation One, in holding the insurance policy over all Building and Common Property on the Plan has the right to review all potential claims on the policy prior to lodgment with the Owners Corporation Insurer.
2. Owners Corporation One has the right to settle any claims direct with the claimant without referral to the OC insurer on a without prejudice basis.
3. The excess applicable to any claim against the Owners Corporation insurance policy is to be borne by the claimant, or in the event of a claim in relation to Common Property it will be borne by the respective Owners Corporation responsible for said Common Property.

## **30. Insurance Premiums**

1. A Proprietor or Occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the

premium for any insurance policy effected by the Owners Corporation.

2. The Owners Corporation, at its absolute discretion may from time to time review any application submitted to it by a Proprietor or Occupier of a Lot for approval to conduct any activity that may increase the premium for any insurance policy effected by the Owners Corporation.
3. A Proprietor or Occupier of a Lot must ensure that, in the instance that the Owners Corporation demands, it reimburses the Owners Corporation for any difference in insurance premiums resulting from any consent provided by the Owners Corporation pursuant to these Rules as well as any instance where consent has not been provided by the Owners Corporation.

**31. Interference with Common Property**

1. A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavors to ensure that those articles are used only for their intended use and not damaged.
2. A Proprietor or Occupier of a Lot must not, without the written authority of the Owners Corporation or its Building Manager, interfere with the operation of any Plant and equipment owned by the Owners Corporation installed on the Common Property.
3. A Proprietor or Occupier of a Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.
4. A Proprietor or Occupier of a Lot must not install nor permit the installation of covering to any Storage areas other than as permitted by the Owners Corporation.
5. A Proprietor or Occupier of a Lot must not modify or add to any intercom, television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.
6. A Proprietor or Occupier of a Lot must not remove or tamper any fire penetrations to any part of the common areas, riser shafts etc. without the prior written consent of the Owners Corporation.
7. A Proprietor or Occupier of a Lot must not enter any Plant room without the consent of the Owners Corporation.
8. A Proprietor or Occupier of a Lot must not operate any barbeque or similar cooking appliance other than in an open, ventilated area or balcony or otherwise solely in accordance with the directions issued by the Owners Corporation or its Building Manager from time to time. In all circumstances the Proprietor or Occupier of a Lot must not operate any gas or other type barbeque unless strictly in accordance with a specific approval granted and which barbeque shall fully comply with any engineering requirements relating to reticulated gas supply, sprinkler protection, exhaust ducting and flame failure shut-off valves.

9. A Proprietor or Occupier of a Lot must not operate any barbecue on a balcony without written approval of the Owners Corporation, which will not be unreasonably withheld, subject to and including the following conditions:
- (1) Gas bottles must be changed regularly
  - (2) Gas bottles must be closed unless in use and disconnected from the barbecue
  - (3) No briquette barbecues of any description allowed
  - (4) No smokers of any description allowed
10. A Proprietor or Occupier of a Lot shall not mark, paint or otherwise damage or deface any structure that forms part of the Common Property.
11. A Proprietor or Occupier of a Lot shall not place or cause to be affixed to any area of Common Property a key safe or similar structure without approval and solely in accordance with the directions issued by the Owners Corporation or its Building Manager from time to time. Any key safe or similar structure found to be located within Common Property will be removed and the area made good at the cost of the recalcitrant Lot owner.
12. Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that;
- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
  - (b) the structural and functional integrity of any part of the Common Property is impaired; or
  - (c) the passage or provision of services through the Lot or the Common Property is interfered.

**32. Interference with Exclusive and Special Rights**

1. A Proprietor or Occupier of a Lot must not use any parts of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.
2. A Proprietor or Occupier of a Lot must not interfere with or obstruct the Owners Corporation, Building Manager or Manager from performing its duties under any Agreement entered into from time to time.

**33. Loading Dock**

1. A Proprietor or Occupier of a Lot must not use the loading dock for general access or other than as a loading dock, except by appointment with the Building Manager or Manager and subject to the directions or instructions for such usage as determined by the Building Manager or Manager upon application and subject to any conditions or restrictions that the Building Manager or Manager may thereafter apply.

2. After use of the loading dock all rubbish and items must be removed and any damage immediately repaired. In the event the loading dock is left in an untidy or damaged state, the Building Manager or Manager may elect to clean and/or repair it and the cost of cleaning and/or repair will be payable by the user.
3. Owners & Occupiers must ensure that delivery of all goods is only made by way of the loading area designated by Building Management and between the hours of 7am and 10pm on week days and 9am and 8pm weekends and public holidays unless specifically allowed pursuant to a Planning permit or with the approval of the Building Manager or Owners Corporation.
4. Despite Rule 33.3, the owner or Occupier of the Commercial Lot may only accept delivery between the hours of 7am and 10pm Monday to Friday and 9am and 8pm Saturdays, Sundays and Public Holidays, except for one delivery per day which may be made outside of these times unless specifically allowed pursuant to a Planning permit or with the approval of the Building Manager or Owners Corporation.
5. Owners and Occupiers must ensure that any delivery vehicles do not park within the loading bay area except when loading or unloading goods.
6. Owners and Occupiers must ensure that under no circumstances are goods to be stored in the loading bay area. If items are found stored in the loading bay area and are not removed promptly after verbal or written notice is given by Building Management, then the Owners Corporation will arrange removal and dispose of the stored goods from the area accordingly without further notice.

**34. Mail, Newspaper Deliveries & Letter Boxes**

1. The Proprietor or Occupier of a Lot must not adhere any "NO JUNK MAIL" signs or words to that effect to the mailbox of the Lot unless it is in a form approved by the Owners Corporation.
2. The Proprietor or Occupier of a Lot must not fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should a Proprietor or Proprietor 's be absent for any reason whatsoever for any period exceeding forty eight (48) hours, notwithstanding that this requirement may be waived entirely by the Owners Corporation provided that any such waiver is obtained from the Manager in writing not less than seven (7) days prior to the date or dates for which the waiver is required.
3. A Proprietor or Occupier of a Lot must not have any newspaper delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed to by the Building Manager or Owners Corporation, in a designated area.
4. A Proprietor or Occupier of a Lot in breach of this rule is responsible for all costs incurred by the Owners Corporation as a result of the breach.



### 35. Moving In & Out

1. A Proprietor or Occupier of a Lot must not and must do all things reasonable to ensure that an Occupier of a Lot does not move any heavy goods or goods which may damage or obstruct the Common Property, including without limitation furniture and heavy goods, in or out of the Building without prior arrangement and supervision. A Proprietor or Occupier of a Lot must not;
  - (a) permit any carriers or tradespeople to commence operations without first making an appointment with the Building Manager (minimum 3 days' notice must be given);
  - (b) permit any vehicles to restrict access to the car park or loading bay area;
  - (c) permit any carriers to enter the Building other than via the loading dock or designated area permitted by the Owners Corporation or its Manager from time to time. No movement of any furniture or personal effects through the street level entrance foyers of the Building;
  - (d) conduct operations so as to unduly restrict access of other Proprietors or Occupiers of a Lot to the Building;
  - (e) place any furniture or items in a lift other than that specified by the Owners Corporation or its Manager from time to time, and in any event, not until protective covers have been placed in the lift by the Building Manager;
  - (f) permit any furniture or other items to come into contact in any way with the lift doors, including static contact or leaning or stacking against the door; or
  - (g) damage the Common Property.
2. Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Owners Corporation and the Proprietor or Occupier of the Lot will inspect the Common Property through which such article is to be moved to establish its state of repair. The Proprietor or Occupier of the Lot will be liable for any damage caused to the Common Property arising from the movement of the article(s).
3. A Proprietor or Occupier of a Lot shall pay the fee set by the Owners Corporation from time to time, for the attendance of the Building Manager, Manager or other personnel on behalf of the Owners Corporation.
4. Proprietors or Occupiers moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Building in doing so. If any amount to be paid by a Occupier of the Lot moving in or out is not paid within 14 days of the date of moving (and that Occupier of the Lot is not the owner of the Lot), then the Owners Corporations may recover the amount owed from the owner of the Lot as a debt.
5. If a Proprietor or Occupier of a Lot engages an agent to move heavy goods or goods which may damage or obstruct the Common Property, the Proprietor or Occupier of the Lot must provide the Owners Corporation Manager or Building Manager a copy of that agent's public liability insurance.

6. Any waste or rubbish created from the movement of any goods/items must be disposed of appropriately in the area designated by the Owners Corporation or if so directed by the Building Manager removed from the site completely.
7. For the avoidance of doubt, the move-in and move-out procedure at all times must be followed. Goods to be delivered via the loading dock only during allocated times as pre-booked with the Building Manager. Loading dock access via Rosslyn Street ground level entrance. Goods to be moved from that level via the goods lift to basement level 1 of the car park whereupon items must be transported utilizing the appropriate vehicle supplied and as directed by the Owners Corporation to the lift lobby of the respective Building.
8. Any and all equipment utilized in the movement of goods is to be returned to the designated location upon completion of use for appropriate inspection by the Building Manager for any damage. Any damage found on the vehicles will be the liability of the relevant Lot owner whose occupants have utilized the vehicles.

**36. Notification of Defects**

1. A Proprietor or Occupier of a Lot must promptly notify, by written correspondence via e-mail or through the Building management system, the Owners Corporation or Building Manager on becoming aware of any damage to or defect in the Common Property, or another Lot, or any personal property vested in the Owners Corporation which comes to the notice of the Proprietor or Occupier.
2. Without limiting the generality of this sub-rule, a Proprietor or Occupier of a Lot must immediately notify the Owners Corporation of any accident to or defect in the water pipes, water installations, sewerage pipes, sewerage installations, electrical wiring or electrical installations which occurs or arises on the Lot or which occurs or arises on another Lot or the Common Property.

**37. Pets and Animals.**

1. West End is a Pet Friendly Place.
2. A Proprietor or Occupier of a Lot may, with the prior written consent of the Owners Corporation, keep domestic pets in the Lot subject to the following:
  - (a) the domestic pet does not cause a disturbance or threat to any Proprietor or Occupier of another Lot or their invitees;
  - (b) the animal is a domestic pet and does not require the registration of a license to own within a domestic household;
  - (c) if the domestic pet drops fur, hair or similar in or around the Common Property it is cleaned and disinfected without any delay;
  - (d) the domestic pet must be kept clean, quiet and controlled at all times;

- (e) if the Owners Corporation has resolved that the domestic pet is a danger or is causing a nuisance to the Common Property, it must give reasonable notice of this resolution to the Proprietor or Occupier of a Lot who is keeping the animal. A Proprietor or Occupier of a Lot who is keeping a domestic pet that is the subject of a notice under this sub-rule must remove that domestic pet;
- (f) a Proprietor or Occupier of a Lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while passing through the Common Property and must not be left unattended on Common Property at any given time;
- (g) a Proprietor or Occupier of a Lot must ensure that no animals are allowed in the garden or recreational areas, unless in the designated area and times as directed by Building management at their absolute discretion;
- (h) a Proprietor or Occupier of a Lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on Common Property such as corridors, lifts, gardens, paths and grass areas. The Proprietor or Occupier must clean the soiled part of the Common Property and will indemnify the Owners Corporation in relation to the cost of cleaning should the pet owner fail to do so;
- (i) a Proprietor or Occupier of a Lot must ensure that any animal belonging to them, is registered on the Building Management System providing the Building with a photo of the pet/s, owners details, evidence of microchipping and vaccinations etc.
- (j) a Proprietor or Occupier of a Lot must not keep any animal on Common Property after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance; and
- (k) to avoid any doubt, this rule applies to a Proprietor or Occupier of a Lot's invitees, guests and visitors and the Proprietor or Occupier of a Lot is responsible for ensuring that their invitees, guests and visitors comply with this rule.
- (l) a Proprietor or Occupier of a Lot must ensure that all pets in residence are registered against the Lot on the Building management system including all relevant details required to identify the pet.

**38. Recovery of Owners Corporation Contribution Fees/Legal/Costs**

1. All costs and expenses arising out of any breach by a Proprietor or Occupier of a Lot of an obligation imposed on that person under the Act, the Regulations or these Rules incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the Manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity, including the chairperson secretary or committee member of the Owners Corporation), shall be payable by any member in default or breach. The costs, charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation on an indemnity basis.

2. The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees, levies, charges and other money due against any member of the Owners Corporation in any Court of competent jurisdiction including for the purpose of bankruptcy or winding up of a company in the Federal or relevant Court. This rule does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Act to recover fees and charges and other money or to enforce the Rules of the Owners Corporation.
3. The Manager and/or the committee of the Owners Corporation shall have the power pursuant to this rule to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken
4. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this rule to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.
5. The Proprietor or Occupier of a Lot shall pay on demand by the Owners Corporation:
  - (a) all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the Proprietor or Occupier in the performance or observance of any term, covenant or condition contained in these Rules including but not limited to recovery of Owners Corporation contribution fees;
  - (b) all costs associated with repairs, maintenance, leak investigations or other works or services performed for the benefit of or relevant to a Lot, which are incurred by the Owners Corporation. The costs charges and expenses shall be due and payable as a debt due by the Proprietor or Occupier in default or breach to the Owners Corporation; and
  - (c) all costs incurred by the Owners Corporation as a result of charges arising from a breach or default of an obligation by a Proprietor or Occupier of a Lot (such as though not limited to; false fire alarms, fire brigade charges, authority charges), shall be payable by any Proprietor or Occupier in default or breach. The costs charges and expenses shall be due and payable as a debt due by Proprietor or Occupier in default or breach to the Owners Corporation.
6. The Owners Corporation will charge penalty interest at the maximum interest rate payable for the time being fixed under Section 2 of the Penalty Interest rates Act 1983 on any amount due to the Owners Corporation that is still outstanding 30 days after the due date for payment.

**39. Rules subject to Rights of the Developer**

1. These Rules do not apply to and, are not enforceable against the Developer or its mortgagees or chargees, for so long as any of the following apply:
  - a. the Developer and/or its equity partners (if any) is a Proprietor of a Lot;
  - b. any mortgagee or chargee of the Developer has an interest in any Lot; or

- c. the Developer and/or its equity partners (if any) are engaged in any action required to complete the development,
- where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer or its mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Building and facilities comprised in the Plan or the development.
2. The Developer and its equity partners (if any), its mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:
- a. erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Building and/or the development; and
  - b. take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Building and/or the development; and
  - c. exclude all and any Members from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Building and/or the development; and
  - d. erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property; and
  - e. grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagees or chargees think fit;
  - f. use any Lot as a display Lot to assist in the marketing and sale of the other Lots;
  - g. place anywhere on the Common Property signs and other materials relating to sale and/or lease of Lots;
  - h. book any of the Common Property to use as marketing and functions as it deems necessary;
  - i. limit or restrict access to certain areas of the Building and/or the development including areas of the Common Property in order to expeditiously complete the Building and/or the development; and
  - j. use whatever rights of way and/or points of egress and ingress to the Building and/or the development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Building and/or the development in order to carry out any works,
- provided that the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.
3. The Owners Corporation must, within 7 days of being requested by the Developer or its mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the

Building and/or the development. A Proprietor of a Lot must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 39 or contravene any right or reprieve afforded to the Developer under this Rule 39.

4. Every Proprietor hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Proprietor.
5. In exercising its rights under this Rule, the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Proprietors. The Developer must only exercise its rights to the extent necessary for the genuine development. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Proprietors.
6. In case of any inconsistency between the Rules and the rights of the Developer under the Development Lease, the Developer's rights under the Development Lease will prevail and the Proprietors and Owners Corporation must not seek to enforce the Rules against the Developer where to do so would conflict with the Developer's rights under the Development Lease.
7. A Proprietor must comply with the terms of the Development Lease between the Developer and the Owners Corporation that is disclosed to the Proprietor.

#### **40. Sauna Facility**

Below are specific guidelines for the use of the sauna if available and if installed in future:

- (a) All users of the sauna must shower first before use.
- (b) All users of the sauna must dry off and be appropriately clothed before leaving the area.
- (c) Footwear must be worn to and from sauna area.
- (d) Appropriate attire **MUST** be worn at all times in the sauna (no nudity).
- (e) Each and every user of the sauna must conduct themselves in a safe and proper manner.
- (f) Children under the age of 18 years are not permitted to use these facilities unless they are supervised at all times by an adult.
- (g) Glass objects, drinking glasses and sharp objects are not permitted in the sauna.
- (h) Alcohol and food are not permitted at any given time.
- (i) Smoking is not permitted at any given time.

#### **41. Selling and Leasing**

1. If a Proprietor of a Lot sells their Lot then the Proprietor must ensure that a copy of these Rules is provided to the new Lot owner, including any apartment/Building warranties, welcome pack, any Building notices or information given.
2. If a Proprietor of a Lot leases their Lot then the Proprietor or managing agent responsible for the leasing of the Lot must ensure that a copy of these Rules is provided to all lessees and Occupiers

of the Lot.

3. A Proprietor or Occupier of a Lot must not allow the erection of any for sale or for lease boards on the Lot or Common Property without the written consent of the Owners Corporation which the Owners Corporation in its absolute discretion may deny any such request.
4. A Proprietor or Occupier of a Lot shall ensure that any selling or leasing agent engaged by such Proprietor or Occupier shall not place any exhibit or advertising boards at the entry-way to the property, in common areas or on the footpath at the entry-ways. Any such selling or leasing agent shall be required at any inspection time to ensure the front entry is manned as well as the respective apartment floor level lobby with personnel suitably attired at all times during any open for inspection or auction and to ensure that all persons attending such open for inspection or auction are escorted from the entry to the respective floor level and the relevant property open for inspection or auction.
5. To ensure that the living standards, safety and security of the Building are maintained by and for all residents, these Rules, in addition to all others, shall apply in regard to leasing (renting) or occupancy of Lots by a non-Proprietor;
  - (a) A Proprietor must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of a Lot, including without limitation entering into an appropriate agreement in any lease or license agreement for the Lot to ensure return of the Security Key to the Proprietor upon expiry of the Occupier's lease or license;
  - (b) Without evidence of a written authority signed by the relevant Proprietor or the Proprietor's agent in the form of a REIV lease, the Owners Corporation, Building Manager or Manager may prevent personal access and entry (or exit) of goods by non-Proprietor;
  - (c) Strictly no tenancy is permitted that is less than 30 days (excluding designated hotel Lots);
  - (d) In order to maintain currency of occupancy records, a Proprietor or the Proprietor's agent, must notify Owners Corporation, Building Manager or Manager in advance of;
    - i. details of new leaseholders or other changes of occupancy; and
    - ii. details of the expected term of each occupancy; and
  - (e) A Proprietor of a Lot, which is subject to a lease or license must procure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or license agreement. A Proprietor who grants a lease or license over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee.

#### 42. Short Term Accommodation – Change of Use

- a. In this Rule, Residential Lot means Lots which are designed and constructed for use as residential apartments which are members of Owners Corporation numbers 2, 5, 6, 7 or 8.
- b. The Occupier of a Residential Lot shall not lease or license to any person or entity, or use their Lot in any timeshare, fractional, vacation ownership or vacation membership program, for any periods less than 30 consecutive days, except where such letting arrangements are conducted by a Manager or operator of services apartments, or an apartment hotel business.
- c. The Occupiers of the Residential Lots in Owners Corporation numbers 2, 5, 6, 7 or 8 acknowledge that the health, safety and management systems set up for that Owners Corporation and the budget and insurance policies in place for that Owners Corporations are based on the Lots in the Owners Corporations being used for residential purposes only.
- d. A Proprietor of a Residential Lot must not and must ensure any Occupier of its Lot does not do anything on the Lot which would:
  - i. compromise the fire safety:
    1. of the Building by carrying out any activity on the Lot that causes overcrowding on the floor or results in occupation on the floor in excess of the maximum numbers accommodated under the Building Code of Australia for non-commercial residential use;
    2. of the Lot by installing any temporary or permanent partitions within the Lot or installing any heating or cooling devices or any additional service or amenity in the Lot without the Owners Corporation's prior approval;
  - ii. compromise the Owners Corporation's ability to make a claim under its insurance or cause the insurer to require the policy to be converted into a commercial premises policy;
  - iii. compromise the security of the Building by:
    1. leaving any doors providing access to the Lot or the Building unlocked or holding any door ajar for multiple persons to enter the Building;
    2. leaving any Registered Key in the mailbox or in any unsecured location or in a key safe;
    3. providing or handing over the Registered Key to any person who is not an Occupier of the Lot; and
- e. failing to notify the Manager the details of any Occupier of the Lot and an out of normal business hours contact address and telephone number for each Occupier of the Proprietor's Lot and must promptly advise the Manager of any change in such address or telephone number. If a Proprietor or its Occupier breaches this Rule 42, the Proprietor must pay the Owners Corporation any charges, fees, fines or penalties or losses incurred by the Owners Corporation in relation to:



- i. the non-compliance including, without limitation, administrative costs, and legal costs;
  - ii. any resultant breach by the Owners Corporation of any law applicable to the Development including rectification costs;
  - iii. the Owners Corporation not being able to make a claim against its insurer or as a result of the insurer rejecting the Owners Corporation's claim; and
  - iv. any increase in the costs of running the Owners Corporation as a result of the breach.
- f. For the sake of clarity, it is confirmed that if the Proprietor's or its Occupier's actions result in the Owners Corporation having to put into place a different insurance policy, the Proprietor must pay the Owners Corporation the difference between the cost of the policy before the increase and the new insurance premium.

**43. Signs, Blinds & Awnings**

1. A Proprietor or Occupier of a Lot must not without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the Common Property or within the Lots, so as to be visible from outside the Lots unless approved by the Owners Corporation.
2. Nothing in rule 43, prohibits the Proprietor or Occupier of a Lot used as a restaurant, café or for other commercial purposes from affixing a sign to the Common Property or Lot provided the sign;
  - (a) is only for the purposes of identifying the business carried on from the Lot and the hours of operation of the business; and
  - (b) is in the immediate vicinity of the Lot; and
  - (c) complies with the requirements of all relevant authorities, planning permits, and as permitted by the Owners Corporation from time to time ; and
  - (d) is approved in writing by the Proprietor, Occupier, Owners Corporation and local council
3. A Proprietor or Occupier of a Lot must not install or permit the installation of any wall, door or window coverings other than the specified window coverings below which can only be seen from the exterior of the Building, or such other window coverings permitted by the Owners Corporation from time to time:
  - (a) SPECIFIED WINDOW COVERINGS FOR BUILDING 2 (B) - Adderley Podium Blinds  
Roller Blinds, Fabric Colour: Black/Beige
  - (b) SPECIFIED WINDOW COVERINGS FOR BUILDING 2 (B) - Adderley Tower Blinds  
Roller Blinds, Fabric Colour: Black/Beige  
OR  
Hand Traverse Curtains with S/fold Heading for front sheer curtain & gathered heading for back curtain, 2 x fabric, Colour: white. Sheer Fabric: Caracas Colour: Pewter (To Living and Bedrooms). Blockout Fabric: Colour Ironstone (To Bedroom only)

- (c) SPECIFIED WINDOW COVERINGS FOR BUILDING 3 (C) - Mail House Blinds  
Roller Blinds, Fabric: V-shade & V-block (Single Shade to Living area, Duals to bedrooms only) Colour: Black/Beige
  - (d) SPECIFIED WINDOW COVERINGS FOR BUILDING 4 (D) - Foundry Blinds  
Roller Blinds, Fabric: V-shade & V-block (Single Shade to Living area, Duals to bedrooms only) Colour: Black/Beige
  - (e) SPECIFIED WINDOW COVERINGS FOR BUILDING 5 (E) - Spencer Blinds/Curtains  
Roller Blinds, Fabric: F Series Blockout (To Bedrooms) Colour: Shell  
AND  
Hand Traverse Curtains with S/fold Heading for front sheer curtain, 2 x fabric. Colour: white. Sheer Fabric: Zeppel Allusion (throughout) Colour: Pearl
4. A Proprietor or Occupier of a Lot must not install or permit the installation of any external blind or awnings to the Lot without the written consent of the Owners Corporation which the Owners Corporation in its absolute discretion may deny any such request.

**44. Storage Lots**

The Proprietor or Occupier of a Lot must:

- (a) ensure that no flammable or corrosive liquids are stored in the relevant Storage Lot;
- (b) ensure that the relevant Storage Lot is properly maintained and locked at all times;
- (c) refrain from using the relevant Storage Lot in a manner which may cause nuisance, damage or hazard to the adjoining Lots and or Common Property; and
- (d) Cover storage Lot in any covering other than a material uniform with the external appearance

**45. Storage of Bicycles**

A Proprietor or Occupier of a Lot must not;

- (a) Permit any bicycle to be stored other than in the areas (if any) of the Common Property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time; and
- (b) Permit any bicycle to be brought into a Lot or the foyer, stairwells hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or its Manager from time to time.

**46. Storage of Flammable Goods**

A Proprietor or Occupier of a Lot must not:

- (a) except with the written consent of the Owners Corporation, use or store on the Lot or the Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle;

- (b) do or permit anything which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation;
- (c) use any flammable appliances or create fire on Common Property or within a Lot; or
- (d) subject to rule 31.8 and 31.9 use any flammable appliance or equipment on a balcony. In the event of a breach of this rule or where a Proprietor or Occupier has contributed to any damage whatsoever of a Lot, Common Property or another property then that Proprietor and or Occupier shall be liable to reimburse the affected parties or Owners Corporation on demand the cost incurred by the affected parties or Owners Corporation in rectifying such damage.

**47. Swimming Pool Facility**

A Proprietor or Occupier of a Lot must observe the following Rules in relation to use of the swimming pool area and ensure that any invitees of the Proprietor or Occupier do not use the swimming pool area except in accordance with the following Rules, or those as permitted by the Owners Corporation from time to time as displayed;

- (a) Children under the age of 16 must be supervised by an adult at all times.
- (b) Glass objects, drinking glasses and sharp objects are not permitted.
- (c) Alcohol and food are not permitted.
- (d) The swimming pool area is for use by residents (including hotel guests) and no more than two additional guests per Lot at any time, and resident guests must be accompanied at all times.
- (e) Smoking is not permitted.
- (f) For the hygiene of all users of the swimming pool all users must shower before entering the swimming pool.
- (g) Jumping, diving, running, ball games, noisy or hazardous activities are not permitted.
- (h) Spitting is not permitted in the swimming pool area.
- (i) Hours of use are Monday to Sunday 7.00 am to 9.00 pm only.
- (j) All users must dry off before leaving the swimming pool area.
- (k) Footwear must be worn to and from the swimming pool area.
- (l) Appropriate attire must be worn in the swimming pool area at all times. Nude bathing is prohibited and females must wear a bathing top.
- (m) All users of the swimming pool area do so at their own risk.
- (n) Residents must ensure that their guests are accompanied at all times and comply with these Rules.

**48. Use of Appurtenances**

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances or materials shall not be deposit therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Proprietor or Occupier causing the damage or blockage.

**49. Use of Common Property**

A Proprietor or Occupier of a Lot must observe the Rules in relation to the use of the Common Property as determined by the Owners Corporation from time to time and ensure that any invitees of the Proprietor or Occupier do not use the area except in accordance with the Owners Corporation Rules as permitted by the Owners Corporation from time to time.

**50. Use of Lifts**

1. An Occupier must not and must ensure that the Occupier of an Owner's Lot does not:
  - (a) use the lifts for any other purpose other than to gain pedestrian access to his or her Lot as directed by the Owners Corporation;
  - (b) hold the lift doors and/or prevent the doors of the lift closing for any period of time so as to interfere with the normal operation of other Owners/Occupiers use of the lifts;
  - (c) press:
    - i. the alarm or stop button except in an emergency situation; or
    - ii. any button other than the one representing the floor or level that the lift is required to stop at.
2. Commercial Lot occupants are not permitted to utilise the residential lifts to transport any goods through the residential lift and through the ground floor foyer to the Apartment Lots.

**51. Vehicles on Common Property**

A Proprietor or Occupier of a Lot must not;

- (a) Unless in the case of an unforeseen emergency, park or leave a vehicle or permit a vehicle to be parked or left on 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 Owners Corporation;
- (b) permit oil leakages from any motor vehicle, trailer or motorcycle onto Common Property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the Common Property irrespective of notice being served;
- (c) store any items in their car park other than a vehicle, motorcycle or trailer, unless approved by the Building Manager or Owners Corporation or contained neatly and securely inside assigned storage locations designed for that purpose and not in such a manner that it detracts from the external appearance of the storage lot; or

- (d) permit the use of those spaces allocated for visitors parking for a continuous period, more than 48 hours or as permitted by the Owners Corporation from time to time, without the prior written consent of the Owners Corporation or Building Manager; or
- (e) Interfere with the operation, function or control of any car park electronic gates or doors; and
- (f) A Proprietor or Occupier must not park or leave a boat, caravan, campervan or trailer on the Common Property at any time.
- (g) The Owners Corporation has the authority to recover any additional administrative costs incurred by the Owners Corporation in enforcement of these Rules and issuing of breach notices for any breaches of the Owners Corporation Rules.

**52. Waste Disposal**

1. A Proprietor or Occupier of a Lot must not dispose or throw rubbish items onto the Common Property except into a receptacle or area specifically provided by the Owners Corporation for that purpose.
2. Any garbage bins or garbage skips must be stored on the Lot or in a place designated by the Owners Corporation at all times.
3. A Proprietor or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation or its Building Manager from time to time but otherwise;
  - (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
  - (b) recyclable items, without limitation, paper, cardboard, plastic and other recyclable waste, must be first appropriately strained and wrapped to prevent spillage or injury and must be stored in the area designated for the items by the Owners Corporation;
  - (c) all cardboard boxes, pizza boxes, packaging material etc must not be disposed of down the rubbish chute and must be brought down to the designated rubbish room located in the basement for disposal. Any persons found contravening this rule and the rubbish chute blocks or is damaged in any way, penalties for rectification will apply charged to the Lot owner (service call out fee plus repair costs and administration fees will be applicable – minimum \$500);
  - (d) all other garbage or any other material to be disposed of, including but not limited to liquid waste, ashes, dust, cleaning refuse, broken glass and loose metal must be drained and securely wrapped in small parcels/bags deposited in the garbage chute (where one is provided) situated on the Common Property, and care must be taken when transporting material to ensure that spillage does not occur;
  - (e) all garbage bins or garbage skips must be maintained in a clean and hygienic state at all times;
  - (f) cigarette butts, ashes or other combustible waste are specifically prohibited from being disposed of on any part of the Common Property at any time; and

(g) builders rubble, debris, off cuts and materials associated with any Building works to any Lot is prohibited from being disposed of on any part of the Common Property at any given time or in the rubbish chute or common area waste receptacles.

**53. Wine Cellar Storage**

1. A wine cellar Lot may be used only for the purpose of storing wine and not for the storage of any other goods.
2. Occupiers/lessees of a wine cellar Lot must be an owner of another Lot on the Plan of Subdivision and, in the event of them disposing of the other Lot, they must vacate of the wine cellar Lot to any other owner on the Plan of Subdivision within thirty days.
3. The wine cellar room is not to be used for third party or commercial bookings.
4. Owners and Occupiers must comply with the Regulations governing the use of the wine cellar Lots and Common Property as determined from time to time by the Owners Corporation Committee.
5. Temperature control of the cellar room must not be tampered with at any given time.
6. No children under the age of 18 are permitted in the cellar room without adult supervision.
7. The Owners Corporation accepts no responsibility for any losses sustained due to inadequate storage techniques or any failures to the temperature controlled facility at any time and Lot owners or Occupiers agree to indemnify the Owners Corporation against any such losses.