

**Date**

## **Owners Corporation on Plan of Subdivision No. PS501198H Stage 14**

### **Owners Corporation Rules**

The Summit, 1 Pentridge Boulevard, Coburg, Victoria 3058

Owners Corporation on Plan of Subdivision No. PS501198H Stage 14  
Common Property on Plan of Subdivision No. PS501198H Stage 14

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# Owners Corporation Rules

DATE

## 1. DEFINITIONS

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1.1 In these Rules:

**Act** means the *Owners Corporations Act 2006* (Vic) as amended.

**Building** means all buildings constructed on the land known as Stage No.14 of the Plan.

**Committee** means the committee of Members of the Owners Corporation appointed in accordance with the Act.

**Common Property** means all or any part of common property created upon registration of the Plan.

**Council** means Merri-bek City Council being the responsible authority under the *Planning and Environment Act 1987* (Vic) and includes its successors and assigns.

**Developer** means Shayher Properties Pty Ltd ACN 095 416 578 or its Related Body Corporate being the party for the time being responsible for the Development and includes its successors and assigns notified by it to the Owners Corporation and where it is consistent with the context includes the Developer's employees, agents, contractors, sub-contractors and invitees and persons the Developer allows on the Common Property for the purposes of the Development.

**Development** means the development of the Common Property, buildings, structures, dwellings and improvements on the land more particularly described in Certificate of Title Volume 11105 Folio 698 which is currently subject of a staged subdivision under the Plan.

**Development Agreement** means any agreement between the Developer and the Owners Corporation in relation to the Development, including any ancillary agreements the between the Developer and the Owners Corporation such as development leases or other licences.

**Dispute** means a dispute or other matter arising under the Act or Regulations or Rules including a dispute or matter relating to:

- (a) the operation of the Owners Corporation;
- (b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation.

**Domestic Building Contract** means any domestic building contract within the meaning of the *Domestic Building Contracts Act 1995* (Vic) entered into by the Initial Owner.

**Governmental Agency** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**Heritage Fabric** means all of the bluestone walls and towers and existing structures that are deemed or may be deemed to be of heritage significance contained within Owners Corporation 1 Plan No. PS501198H or Owners Corporation 14 Plan No. PS501198H.

**Heritage Victoria** means the Heritage Council established under the *Heritage Act 2017* (Vic) and includes the Executive Director and its staff exercising functions and powers under the *Heritage Act 2017* (Vic), and includes their successors and assigns.

**Hotel** means the high rise hotel constructed on the Land and which is part of the Development.

**Hotel Operator** means the hotel operator and manager of the Hotel appointed by the Developer and which is referred to in Rule 50.

**Initial Owner** has the same meaning as it has under the Act and where the context requires includes its successors and assigns.

**Land** means the whole of the land for Stage 14 as described in the Plan and which includes the Lots and the Common Property.

**Laws** means all statutes, ordinances, regulations, subordinate legislation, by-laws industrial awards, Australian Standards, development consents, environmental planning instruments and all orders, directions, codes of practice or requirements of any Governmental Agency.

**Lots** means a lot on the Plan including any Stage Lot.

**Manager** means the entity appointed by the Owners Corporation as its manager. A reference in the Rules to the Owners Corporation shall, where a Manager is appointed, be construed as a reference to that Manager unless the context otherwise requires.

**Member** means a member of the Owners Corporation by reason of being the registered proprietor or proprietors for the time being of a Lot and where the context requires includes an Occupier of the Member's Lot or their invitees.

**Occupier** means the person occupying a Lot with a Member's consent as tenant or licensee and where the context requires includes the Occupier's invitees.

**Owners Corporation** means the limited owners corporation created upon the registration of Stage 14 of the Plan and where relevant includes the manager appointed by the Owners Corporation from time to time, employees of Owners Corporation or any other person Owners Corporation authorises.

**Owners Corporation No. 1 Rules** means the rules applicable to Owners Corporation 1 Plan No. PS501198H.

**Owners Corporation Register** means the register kept by the Owners Corporation in accordance with section 147 of the Act.

**Pentridge Precinct** means the area bounded by Murray Road, Stockade Avenue, Pentridge Boulevard and Champ Street in Coburg.

**Plan** means Plan of Subdivision No. PS501198H.

**Recreational Facilities** means the facilities (if any) available for all Members and Occupiers including but not limited to the roof top and BBQ area and lobby area.

**Regulations** means the *Owners Corporations Regulations 2018* (Vic) as amended or any other regulations made from time to time dealing with matters relating to owners corporations pursuant to the Act.

**Related Body Corporate** has the same meaning given to that term in the *Corporations Act 2001* (Cth).

**Resident, Building or Facility Manager** means the person employed by the Owners Corporation to manage the Building

**Security Key** means a key, or other device used to open or close doors, gates, or locks in respect of a Lot or the Common Property.

**Stage/s** means a stage or stages of the Plan.

**Stage Lot** means all the Staged Lots on the Plan including any future Staged Lots derived from the Plan.

## 2. INTERPRETATION

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- 2.1 Unless the Rules otherwise require:
- 2.1.1 headings are for convenience only;
  - 2.1.2 words imparting the singular include the plural and vice versa;
  - 2.1.3 an expression imparting a natural person includes any company, partnership, joint venture, association or other body corporate and any Governmental Agency; and
  - 2.1.4 a reference to a thing includes part of that thing.
- 2.2 Any obligations and restrictions in these Rules are to be read subject to the rights, grants or privileges given or granted to any person or persons by the Owners Corporation and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these Rules in respect of the person or persons to whom they are given.
- 2.3 In these Rules:
- 2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

- 2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.
- 2.4 In the event of a conflict between these Rules and any Development Agreement in place and/or any restriction(s) on the Plan, the Development Agreement or the restriction will prevail.
- 2.5 In the event of a conflict between these Rules and the rules prescribed by the Regulations, these Rules will prevail.

### **3. ACCESS TO LOTS**

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Except in the case of an emergency (in which case no notice is required), the Owners Corporation or the Manager and/or their servants, agents and contractors upon seven (7) days' notice shall be permitted access to the Lot 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 Member in the event that the leakage or defect was due to the act, default or negligence of the Member, their invitees or agents). The Owners Corporation shall ensure when exercising this right, that their servants, agents and employees cause as little inconvenience to the Member as is reasonable in the circumstances.

### **4. APPEARANCE OF A LOT**

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Without limiting any of these Rules, a Member or Occupier must:

- 4.1 not use the Lot or permit the Lot to be used so as to cause a hazard to the health, safety and security of other Members or Occupiers;
- 4.2 not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material other than for domestic purposes or in a fuel tank of a motor vehicle or internal combustion engine);
- 4.3 not damage or alter the Common Property or any structure on the Common Property without the written approval of the Owners Corporation;
- 4.4 not plant or cause to be planted on the Common Property or on any part of the exterior of the Lot any trees or shrubs;
- 4.5 not alter or make any alteration (whether structural or otherwise) to the:
- 4.5.1 external façade and courtyard of any Building or improvement constructed on the Lot; or
- 4.5.2 spoon drains and bluestone walls on the Lot or on the Common Property adjacent to the Lot;
- 4.6 not allow any Building or improvement on the Lot to be destroyed or substantially destroyed and not allow it to remain in that state;
- 4.7 not allow any Building or improvement to be constructed on the Lot unless it is in a style consistent with the Buildings and improvements on the Lots on Stage No.

14 of the Plan and with the prior written consent of the Owners Corporation, and if and as applicable, Council or Heritage Victoria;

- 4.8 keep or cause to be kept on the Lot, all bluestone walls, whether retaining or otherwise, spoon drains, courtyards, terraces, balconies or any part of the Lot free of any dust, weeds and other unsightly plant growth, rubbish, debris or building materials;
- 4.9 not refuse access to the Owners Corporation, or any other owners corporation of or created by the Plan, or their agent or representative on the Land or in any part of the Land (including the Lot) to maintain, manage and inspect the bluestone walls and inspect the spoon drains;
- 4.10 not permit or cause to be permitted any cleaning or paint removal to any historic building surface on the Lot by means of pressurised air or water using wet or dry grit or any other abrasive method;
- 4.11 not permit or cause to be permitted any painting or other finish to be applied to previously unpainted historic surfaces of any Building, structure or wall;
- 4.12 not permit or cause to be permitted the installation of any air conditioning unit, condenser or apparatus for the purpose of heating or cooling on the balcony, terrace or roof of the Building constructed on the Common Property or any part of the exterior of the Lot where the said items would be visible to the public from the Common Property without the prior written consent of the Owners Corporation;
- 4.13 not permit or cause to be permitted the placing or storage of any item near, against, or abutting any air conditioning unit, condenser or apparatus;
- 4.14 not, without the prior written consent of the Owners Corporation permit or cause to be permitted any works (whether building or otherwise) on the Lot which will cause the sound rating, fire rating or structural integrity of the Building or improvement to be adversely affected;
- 4.15 not keep or cause to be kept on any balcony, terrace, car park, storage area, any satellite dish, any chemical, inflammable fluids, acids or other hazardous things or create fire hazards or any safety hazard on any part of the Common Property or the Lot;
- 4.16 not permit or cause to be permitted on any part of the Common Property or the Lot anything which might cause nuisance, damage or disturbance to an Occupier or owner of any adjacent property or carry on any noxious or offensive activity on the Lot;
- 4.17 not keep or cause to be kept on any balcony, terrace, car park, storage area, Building or structure or any other part of the Common Property, any vermin or pests;
- 4.18 not without prior written consent of the Owners Corporation permit or cause to be permitted the performance of any building works or fit out to be carried out on the Lot unless it is carried out within the Building or structure of the Lot, and all building materials and building debris or rubbish are kept within the Building or structure;



- 4.19 not keep, or allow to be kept, any animal on any part of the Common Property or the Lot that is not a pet registered in accordance with Rule 28;
- 4.20 not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any part of the Common Property or the exterior of the Lot including wind chimes so as to be visible or audible to the from the outside of the Lot;
- 4.21 not without prior written consent of the Owners Corporation 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;
- 4.22 not attach to or hang from the exterior of the Lot any aerial or any security device or wires without the prior written consent of the Owners Corporation;
- 4.23 not allow any glazed portions of the Lot to be tinted or otherwise treated such that the visual characteristics of the glazing will change, without obtaining the prior written consent of the Owners Corporation;
- 4.24 not install any television aerial, sky dish receiver, satellite dish, receiver or any other apparatus that can be viewed from the exterior of the Building without the prior written consent of the Owners Corporation;
- 4.25 not install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation and without the prior written consent of the Owners Corporation and only after having provided for any noise attenuation that may emanate from the said unit to the satisfaction of the Council;
- 4.26 not install pipes, wiring, cables or the like to the external face of the Building;
- 4.27 not construct or erect any temporary or permanent enclosure or structure of any nature or description including clothes lines, shed, spa, inflatable spa or pool, enclosure or water feature, on a balcony, terrace or garden area being part of the Lot or any part of the yard of a Lot with a street frontage without the prior written consent of the Owners Corporation;
- 4.28 ensure that any barbeques, pot plants and outdoor furniture kept on any balcony to their Lot is secured against strong winds;
- 4.29 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 or satellite dish);
- 4.30 must ensure that no rubbish, animal refuse, residue or overflow is expelled on to another Lot at all or on to Common Property when cleaning or washing balconies other than to areas specifically designated for such purpose from time to time by the Owners Corporation;
- 4.31 not allow any balcony, terrace or garden area of any Lot to become un-kept, overgrown or unsightly;
- 4.32 subject to Rule 30.3, not install screens, grilles, bars or other security devices to the exterior of windows or doors of a Lot without the prior written consent of the Owners Corporation;

- 4.33 not permit or cause to be permitted the water pipes that supply the toilet cisterns within the Lot to be disconnected from the existing pipes used to supply recycled water to the same without the prior written consent of the Owners Corporation;
- 4.34 not interfere with or cause to be interfered with the flow of rain water from the roof of the Buildings to the water storage tanks or with the water pipes from the water storage tanks to each of the Lots on the Land;
- 4.35 not place any load on:
- 4.35.1 any balcony, terrace, car park, storage area, that has a weight that equals or exceeds 200 kilograms per metre squared (including, for example, a planter box, a pot or a table); and
- 4.35.2 any part of a Lot, corridor, floor landing, foyer, lift or stairwells in the Building that equals or exceeds 150 kilograms per metre squared; and
- 4.36 not place any object within one metre measured horizontally from the balcony balustrade which is between 150 and 760 millimetres in height.

## **5. BEHAVIOUR BY LOT OWNERS AND OCCUPIERS**

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A Member or Occupier:

- 5.1 must not create or permit any undue noise or behaviour in a manner likely to interfere with the quiet enjoyment of the Member or Occupier of another Lot or of any person lawfully using Common Property other than in the ordinary course of business (in the case of a Member or Occupier of a non-residential Lot). Nothing in this Rule shall preclude children from being on Common Property provided they are appropriately supervised as the circumstances require;
- 5.2 must not use the Common Property or permit the Common Property to be used in a manner so as to unreasonably interfere with or prevent its use by the Member or Occupier of another Lot or any other person lawfully using Common Property;
- 5.3 without limiting Rule 5.1, must not use machinery, hammer drills or jack hammers or any mechanical or compressor operated devices in a Lot between the hours of 5:00 pm and 7:00 am on weekdays or between the hours of 2:00 pm and 9:00 am on weekends unless in the ordinary course of business (in the case of a Member or Occupier of a non-residential Lot);
- 5.4 without limiting Rule 5.1, must not make or permit any undue noise in the Common Property or about any Lot affected by the Owners Corporation other than in the ordinary course of business (in the case of a Member or Occupier of a non-residential Lot);
- 5.5 must not make or permit to be made noise from music or machinery or other appliances which can be heard from the Member's or Occupier's Lot between the hours of 10:00 pm and 7:00 am weekdays or between the hours of 10:00 pm and 9:00 am on weekends unless in the ordinary course of business and permitted by Law (in the case of a Member or Occupier of a non-residential Lot);
- 5.6 install or operate any intruder alarm which emits an audible signal or sound having a duration exceeding 3 minutes;

- 5.7 when on the Common Property or on any part of a Lot visible from another Lot or from Common Property, the Member or Occupier must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;
- 5.8 must not smoke in the corridors, floor landings, foyers, lifts, stairwells and other recreational areas and car park forming part of the Common Property or such other parts of the Common Property as the Manager or the Owners Corporation may designate from time to time;
- 5.9 must not use or permit to be used in or on the Common Property, skateboards, scooters, roller skates or roller blades;
- 5.10 must not permit consumption of alcohol or the taking of glassware onto the Common Property unless in the ordinary course of business and permitted by Law (in the case of a Member or Occupier of a non-residential Lot);
- 5.11 must not permit disposal of any rubbish including cigarette butts or cigarette ash or any other items on to the Common Property or over their balconies;
- 5.12 must not remove any article from the Common Property placed there by direction or authority of the Owners Corporation without the prior written consent 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;
- 5.13 must not interfere with the operation of any equipment installed on the Common Property, unless otherwise authorised in writing by the Owners Corporation;
- 5.14 must not modify any air conditioning, heating or ventilation system or associated ducted, or any other building service servicing that Lot unless otherwise authorised in writing by the Owners Corporation;
- 5.15 must not enclose any storage areas without the prior written consent of the Owners Corporation and provided any enclosure complies with relevant fire regulations;
- 5.16 must not use that part of a Lot designed for use as a car parking space for any other purpose other than a car parking space unless otherwise authorised by the Owners Corporation in writing;
- 5.17 must not enter into or permit any person to enter into any plant room, electricity switch room or any other room housing machinery;
- 5.18 must not adjust or cause to be adjusted any thermostat, board control, communication system (except telephone connections), electricity, gas, heating or cooling controls in or on the Common Property unless otherwise authorised in writing by the Owners Corporation;
- 5.19 must not operate or permit to be operated in or about the Lot any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building;

- 5.20 must have the water pipes that supply the toilet cisterns within a Lot connected to pipes used to supply recycled water from the water storage tanks used and maintained for that purpose;
- 5.21 must not damage or remove or otherwise interfere with landscaping, plants and fauna or equipment contained in the landscaping planter boxes belonging to the Owners Corporation;
- 5.22 must not affix any "NO JUNK MAIL" signs or words to that like effect on any surface of a Lot unless it is in a form approved by the Owners Corporation; and
- 5.23 must clear and keep clear on each and every day any receiving box or receptacle for mail, newspapers leaflets, circulars, pamphlets, 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 Member or Members be absent for any reason whatsoever for any period exceeding forty eight (48) hours. This requirement may be waived 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.

## **6. BUILDING WORKS**

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- 6.1 The Member or Occupier must not commence or proceed with any building works, including any works that may or will vary the existing electrical loads associated with any part of the Building or a Lot until:
  - 6.1.1 plans and specifications of any proposed building works which relates to the external appearance of the Building or any of the Common Property, or which relates to the Building structure or services or the fire or acoustic ratings of any part of the Building or changes to the electrical loads of any part of the Building or a Lot are submitted to the Owners Corporation;
  - 6.1.2 such further particulars of those proposed building works as the Owners Corporation may request are supplied and are sufficient to enable the Owners Corporation or its consultants to be satisfied that the proposed works accord with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
  - 6.1.3 written approval for the building works is received from the Owners Corporation which is not to be unreasonably withheld but which may be given subject to conditions including that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner and/or consultants engaged by the Owners Corporation to consider such plans and specifications) are borne and paid by the Member or Occupier. Approval shall not be effective until such costs have been paid;
  - 6.1.4 pays such reasonable costs to the Owners Corporation including its consultants in considering the proposed building works;

- 6.1.5 a bond (if required) as determined by the Owners Corporation is paid by the Member or Occupier;
  - 6.1.6 contractors' All Risk & Public Liability Insurance, Public Liability Insurance and any other insurance policies which note the Owners Corporation as an interested party are obtained and maintained by the Member or Occupier to the satisfaction of the Owners Corporation for the period of the building works; and
  - 6.1.7 a copy of the insurance policies and certificates of currency in respect of the policies are delivered to the Owners Corporation.
- 6.2 Notwithstanding anything herein contained, a Member or Occupier must not undertake any building works within or about or relating to a Lot unless:
- 6.2.1 the building works are undertaken after all requisite permits, approvals and consents under all relevant Laws have been obtained ("**the Conditions**");
  - 6.2.2 the Owners Corporation or Manager is provided with copies of all such permits, approvals and consents;
  - 6.2.3 the building works are performed in accordance with the Conditions; and
  - 6.2.4 at all times such building works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance or inconvenience to other Members or Occupiers.
- 6.3 The Member or Occupier or their servants, agents and contractors undertaking the building works, must:
- 6.3.1 comply with any proper and reasonable directions given by the Owners Corporation relating to the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work;
  - 6.3.2 comply with the requirements of the fit out manual published by the Owners Corporation (if any) and as amended from time to time;
  - 6.3.3 give uninterrupted access to the Owners Corporation or its agent to the Lot at which the building works are conducted at any time and during the construction of the building works;
  - 6.3.4 not compromise the acoustic rating or fire ratings of boundary walls or common walls to one Lot with another and do all things necessary and follow any directions given by the Owners Corporation or its agent to give effect to the same;
  - 6.3.5 not to do any such building works between the hours of 5:00pm to 7:00am on weekdays and 2:00pm to 7:00am on Saturdays and not at any time on a Sunday or public holiday;

- 6.3.6 only permit or cause to be permitted the delivery and unloading of building materials to a Lot between the hours 8:00am to 3:30pm on any weekday and not at any time on a weekend or public holiday;
  - 6.3.7 not permit or cause to be permitted any delivery vehicle to enter the Common Property before 8:00am on any day and must require that delivery vehicle to leave the Common Property by no later than 4:00pm on weekday and 2:00pm on a Saturday; and
  - 6.3.8 not use any power outlets on Common Property to provide power to the works.
- 6.4 The main Building entrance, stairwells, corridors, floor landings, foyers, lifts and lobby must not be used for the purposes of taking building materials or building workman to and from the relevant Lot, unless the Owners Corporation gives its prior written consent to do so.
- 6.5 Notwithstanding anything herein contained and in addition to any other obligation, the Member or Occupier and the Member's or Occupier's servants, agents and contractors must when undertaking the building works observe the following:
- 6.5.1 no building materials may be stacked or stored outside the Building;
  - 6.5.2 no scaffolding may be erected on the Common Property or the exterior of the Building without the prior written consent of the Owners Corporation;
  - 6.5.3 all construction work must comply with all Laws relevant to the building works;
  - 6.5.4 all the exterior and the Common Property of the Building must at all times be maintained in a clean, tidy and safe state; and
  - 6.5.5 construction vehicles and construction workers' vehicles must not be brought into, or parked in or on the Common Property without the prior written consent of the Owners Corporation.
- 6.6 The Member or Occupier:
- 6.6.1 shall make good any damage to and dirtying of, the Building, the Common Property, the services thereto or therein or any fixtures fittings or finishes thereof or therein caused by the Member or Occupier or their contractors or agents carrying out the building works. Should the Member or Occupier not make good the damage or dirtying to the building, the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the Member and/or Occupier of that Lot 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;
  - 6.6.2 must forthwith make good any damage occasioned to the Building or the Common Property, the services thereof and or fixtures, fittings and finishes resulting from the building works or reimburse the Owners

Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage; and

- 6.6.3 shall not employ contractors to carry out work or any services to the Building or the Lot, other than contractors approved by the Owners Corporation, save that the Developer is not required to obtain such approval for the purpose of carrying out defects liability works.
- 6.7 For the purpose of this Rule 6, '**building works**' means any building works and includes and is not limited to the fit out of any Lot, painting, landscaping, rubbish removal, site cleaning, fencing, protection works and any other related activity.
- 6.8 Where applicable, the Member or Occupier must comply with or cause their servants, agents and contractors undertaking building works to comply with their duties of care under occupational health and safety legislation, particularly those prescribed in the *Occupational Health and Safety Act 2004* (Vic) and must indemnify and keep indemnified the Owners Corporation against any loss caused by failure to comply with any of their occupational health and safety obligations. The Owners Corporation does not assume any responsibility for occupational health and safety matters relating to any works carried out under this Rule 6.
- 6.9 This Rule 6 has no application and does not apply to the Developer whilst the Developer is a Member or Occupier or owner of a Lot or Staged Lot or the Development and so long as any mortgagee or chargee of the Developer has an interest in any part of the Development.

## **7. CAR PARKING SPACES**

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- 7.1 A Member or Occupier must not:
- 7.1.1 use a car space for any purpose other than for parking of vehicles and must only use a car space for the purpose of parking one vehicle per car space;
- 7.1.2 wash a vehicle, trailer or motorcycle;
- 7.1.3 store any item in car spaces in the car park that is not a vehicle, trailer or motorcycle;
- 7.1.4 in any way obstruct any of the access aisles in the car park;
- 7.1.5 leave or permit a vehicle, trailer or motorcycle 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 by the Owners Corporation;
- 7.1.6 leave or permit a vehicle, trailer or motorcycle to be parked in other location other than the Occupier's designated area;
- 7.1.7 park or permit to be parked any vehicle, trailer or motorcycle:
- 7.1.7.1 within any of the parking spaces that are designated to be used by the Hotel; and

- 7.1.7.2 other than within the parking spaces designated by the Owners Corporation. The Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles;
  - 7.1.8 park or permit to be parked any large vehicle or trailer which is unable to be contained within the boundaries of the designated car space and must observe all height limitation signage as displayed;
  - 7.1.9 park or permit to be parked any permanent parking of any vehicle, trailer or motorcycle in visitor's spaces for longer than 24 hours; and
  - 7.1.10 permit oil leakages from any vehicle, trailer or motorcycle onto Common Property or any Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil on any part of the Common Property or Lot where it impacts on the outward appearance of the Lot.
- 7.2 A Member or Occupier must:
- 7.2.1 comply with all directional and speed limit signage in and around the car park and the Common Property;
  - 7.2.2 exercise due care while driving in and around the car park and the Common Property so not to cause danger or concern to any person or property
- 7.3 Vehicles, trailers and motor cycles are kept at the sole risk of the Member or Occupier.

## **8. CLEANING OF A LOT**

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A Member or Occupier must:

- 8.1 keep that Lot clean and in good repair;
- 8.2 keep all gardens, open areas and balconies which form part of the Lot, clean, tidy and well maintained;
- 8.3 ensure their car parking space(s) and nearby Common Property areas are free of oil and like substances. The Owners Corporation has the right to clean any area and charge the Member or Occupier for the cost incurred in doing so. The Owners Corporation will give seven (7) days' notice of its intention to do such cleaning; and
- 8.4 keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
  - 8.4.1 the Owners Corporation resolves to keep clean the glass or specified part of the glass; or
  - 8.4.2 that glass cannot be accessed safely.

## **9. DAMAGE TO COMMON PROPERTY, ROADWAYS AND WALKWAYS**

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- 9.1 A Member or Occupier shall not:
- 9.1.1 paint or the like; or



9.1.2 damage or deface;

any structure that forms part of the Common Property without the prior written approval from the Owners Corporation.

- 9.2 A Member or Occupier shall not break any fire regulations by installing unapproved dead locks or peep holes that may have the effect of voiding any Owners Corporation insurance policy. Any additional security device(s) installed on or at the Lot post completion must be approved by the Owners Corporation.
- 9.3 A Member or Occupier must notify the Owners Corporation or the Manager promptly of any damage to or defect in the Common Property or a Lot or any personal property vested in the Owners Corporation upon becoming aware of the damage or defect and must indemnify and keep indemnified the Owners Corporation against any loss caused by failure to or delay in notifying the Owners Corporation of the same.
- 9.4 A Member or Occupier hereby agrees to indemnify and indemnifies the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees.
- 9.5 A Member or Occupier or their agents or invitees shall not paint or the like, deface or damage any road, carriage way, right of way or easement to the Land.
- 9.6 A Member or Occupier who has caused the damage of the type referred to in Rule 9.1 and 9.5 or whose agent or invitee has caused the damage must make good any damage occasioned by that conduct.
- 9.7 A Member or Occupier referred to in Rule 9.6 must reimburse the Owners Corporation for any costs or expenses incurred by the Owners Corporation in making good the damage referred to in Rule 9.5.

## **10. DAMAGE TO PROPERTY**

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Without limiting the generality of Rule 44, the Member or Occupier must pay on demand the Owners Corporation on a full indemnity basis for the cost of repairing any damage to the Common Property or personal property vested in the Owners Corporation caused or contributed to by that Member or Occupier or their respective tenants, licensee or guests upon receipt of a tax invoice from the Owners Corporation showing the actual cost of repair incurred by the Owners Corporation.

## **11. MISUSE OF COMMON PROPERTY**

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Without limiting the generality of Rule 44, the Member or Occupier must pay on demand the Owners Corporation on a full indemnity basis for the costs it pays, incurs or expends in consequence of any use or occupation of the Common Property (other than for its intended use) by the Member or Occupier.

## **12. COMMON PROPERTY – RESTRICTED USE OF**

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- 12.1 The Owners Corporation may take whatever steps are necessary so as to keep the Common Property safe and secure and the Lots affected by the Owners

Corporation free from fire or other hazards. Without limitation, the Owners Corporation may in its absolute discretion:

- 12.1.1 close part of the Common Property required for access to a Lot on a temporary or permanent basis or otherwise restrict access to or use by a Member or Occupiers, of any part of the Common Property;
  - 12.1.2 permit 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 at the exclusion of any Member or Occupier;
  - 12.1.3 restrict the access of Members or Occupiers by means of key or other security device to the Common Property; and
  - 12.1.4 cancel any security card or key issued where a Member is in arrears in payment of Owners Corporation levies in excess of 2 quarters.
- 12.2 Any Member or Occupier shall abide by the actions taken by the Owners Corporation pursuant to this Rule.
- 12.3 Subject to Rule 12.4, the Owners Corporation may take measures within the scope of its power to preserve the safety and security of the Common Property or any Lot or any other Member or Occupier including but not limited to restricting a Member or Occupier from accessing any parts of the Common Property (for example, the Recreational Facilities (if any)) where Owners Corporation becomes aware that the Member or Occupier poses an immediate threat to the safety and security of the Common Property or any Lot or any other Member or Occupier or is consistently disruptive to other Members or Occupiers.
- 12.4 A Member or Occupier must not bring any action or claim against the Owners Corporation in respect of any action or inaction by the Owners Corporation under Rule 12.3 or require the Owners Corporation to take any steps under Rule 12.3.
- 12.5 A Member and Occupier must follow the safety instruction or procedure put in place by the Owners Corporation to protect the safety and security of the Common Property or any Lot or any other Member or Occupier.
- 12.6 A Member or Occupier must not allow any person or vehicle to follow them through the security doors of the property or into any car park, garage, garden areas, or other areas of the Common Property.
- 12.7 Where a security guard is employed by the Owners Corporation, any Member or Occupier must follow the reasonable directions of the guard from time to time.

### **13. COMMON PROPERTY - SECURITY OF**

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A Member or Occupier must not do anything, which may or will prejudice the security or safety of the Common Property including and not limited to allowing any person to follow them through security doors or the car park to the property or interfere with the cctv security system.

## **14. SAFETY OBLIGATIONS**

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- 14.1 All Members and Occupiers who witness or are involved in an incident are obliged to:
- 14.1.1 minimize the risk and where possible make safe the hazard;
  - 14.1.2 report the incident as soon as practicable to the Building or Owners Corporation Manager;
  - 14.1.3 complete and submit an "Incident Report Form" (which is available from the Owners Corporation office) to the Owners Corporation within 24 hours of the incident; and
  - 14.1.4 assist in any investigation as a result of the incident.
- 14.2 The Owners Corporation must comply with any obligations imposed on it under the *Occupational Health and Safety Act 2004 (Vic)*.
- 14.3 In complying with its obligations under the *Occupational Health and Safety Act 2004 (Vic)*, the Owners Corporation must:
- 14.3.1 comply with legal notification and reporting requirements;
  - 14.3.2 learn from all incidents and implements measures to prevent recurrences;
  - 14.3.3 ensure all relevant information concerning the incident is documented and available to appropriate management, staff and external agencies as appropriate; and
  - 14.3.4 report at the annual general meeting in respect of any occupational health and safety issues.
- 14.4 The Owners Corporation may appoint a suitably qualified person or company to assist with compliance with its obligations under the *Occupational Health and Safety Act 2004 (Vic)*.

## **15. COMMON PROPERTY – USE OF**

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A Member or Occupier must not:

- 15.1 use or permit a Lot to be used for any purpose which may be illegal or may cause a nuisance or hazard to any other Member or Occupier of any Lot or visitors of any such Member or Occupier including the public or the Member's or Occupier's family;
- 15.2 use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with or prevent its use by other Members or Occupiers or their families or visitors;
- 15.3 use or permit a Lot or the Common Property to be used for any purpose that may be harmful or injurious to the reputation or completion of the Development; or

- 15.4 without the prior written consent of the Owners Corporation, use for his or her own purposes any part of the Common Property as a garden.

## **16. COMPENSATION TO OWNER CORPORATION**

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Without limiting the generality of Rule 44, the Member and/or Occupier each jointly and severally shall pay the Owners Corporation for the cost of repairing any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees.

## **17. COMPLIANCE WITH RULES BY TENANT, LICENSEE, INVITEES**

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- 17.1 A Member must take all reasonable steps to ensure any Occupier of the Lot or invitee of the Member or Occupier comply with these Rules.
- 17.2 A Member who leases or licenses the use of a Lot must include an obligation in the lease or licence agreement that the Occupier of the Lot and any invitees of that Occupier are required to comply with these Rules.
- 17.3 Each Member must provide any Occupier of the Member's Lot with a copy of these Rules at the commencement of occupation of that Member's Lot and a copy of any new rules or amendments to the Rules as soon as possible after the new rules or amendments are made.

## **18. COMPLIANCE WITH LAWS**

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A Member or Occupier:

- 18.1 must promptly comply with the Act and Regulations and all other Laws relating to the Lot including, without limitation, any requirement, notices and orders of any Government Agency. The Member or Occupier must pay the costs of any such compliance;
- 18.2 must not use or permit to be used any Lot affected by the Owners Corporation to be used for any purpose that may be illegal or which may cause a nuisance or hazard to any other Member or Occupier or their representative invitees;
- 18.3 must grant to the Owners Corporation the right of access to any balcony forming part of the Lot for the purpose of maintaining the external walls of the Common Property and cleaning the outside of the windows and the external façade of the Common Property; and
- 18.4 must not use or permit to be used any Lot affected by the Owners Corporation for any purpose that may be harmful or injurious to the reputation of the Development.

## **19. FEES FOR THE PROVISION OF RECORDS AND REGISTER**

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- 19.1 The Owners Corporation may charge a fee for the reproduction of the Owners Corporation Register and any records required by a Member or Occupier or their representative.
- 19.2 The Owners Corporation may charge a fee to distribute paper versions of meeting notices, agenda's and fee notices.

- 19.3 Any person entitled to inspect the Owners Corporation Register who requests the Owners Corporation or its Manager to provide a copy of the Owners Corporation Register or any part of it must pay to the Owners Corporation a fee for such copy and such fee shall be set from time to time by the Committee.
- 19.4 A Member or Occupier must provide to the Secretary of the Owners Corporation all details and information necessary to assist the Owners Corporation to keep and maintain the Owners Corporation Register, to enforce Rules and serve of notices on Members and Occupiers including but not limited to following:
- 19.4.1 their Lot number;
  - 19.4.2 their name, residential address and postal address;
  - 19.4.3 their email address, mobile, phone and fax numbers;
  - 19.4.4 details of any power of attorney (if applicable);
  - 19.4.5 the name, email address, mobile, phone and fax numbers of their real estate manager (if any);
  - 19.4.6 the registration details of any cars that will be accessing the Building;
  - 19.4.7 the details of any bike to be stored in the bike storage area;
  - 19.4.8 details of any life support equipment; and
  - 19.4.9 details of any disability that impedes Building evacuation.
- 19.5 A Member or Occupier must notify the Owners Corporation within seven (7) days if any of the details referred to in Rule 19.4 change. If an Occupier or Member fails to provide current details to the Secretary as specified in Rule 19.4 and as a consequence the Owners Corporation has to undertake a search of title in order to maintain the register then that Member will be liable for any fees or costs relating to such search.
- 19.6 A Member who sells a Lot must advise the Owners Corporation of the name and address of the new owner within one month of settlement of the sale of the Lot.
- 19.7 A person who acquires a Lot must advise the Owners Corporation of the person's name and address within one month of settlement of the purchase of the Lot.
- 19.8 A Member who does not occupy the Lot or who will be absent from the Lot for more than 3 months must advise the Owners Corporation of its mailing address for service of notices and any changes to it as soon as possible.

## **20. CONDUCT OF MEETINGS AND COMMITTEE MEETINGS**

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Save as provided for herein, the conduct of meetings of the Owners Corporation are to be regulated in accordance with the Act and Regulations.

- 20.1 The Committee must hold a minimum of two meetings per year. The first meeting to determine the office bearers and the other meeting to set the budget and the agenda for annual general meeting.

- 20.2 The Committee must prepare and return the minutes from any Committee meetings or ballots to the Manager within fourteen (14) days of the scheduled meeting as they are records of the Owners Corporation and must be available for inspection at the Owners Corporation office.
- 20.3 The Committee must provide a written report to members at each annual general meeting detailing its activities including the number of meetings and a summary of resolutions passed.
- 20.4 The Committee may make decisions in accordance with the Act or in accordance with the Committee delegation and as follows:
- 20.4.1 each Committee member participating in a meeting is entitled to one vote;
- 20.4.2 a Committee member may participate in a meeting in person or by teleconferencing. A person co-opted to assist the Committee is not entitled to vote at a meeting; and
- 20.4.3 a Committee member who has any outstanding fees owed to the Owners Corporation may attend but not vote at the Committee meeting.
- 20.5 Meetings are virtual and to participate the Member must register an email address. The following decisions must be made at a general meeting or by ballot of the Owners Corporation:
- 20.5.1 dismissal of the Manager;
- 20.5.2 expenditure of greater than 10% of the annual budget of the Owners Corporation.
- 20.6 Subject to the Act, the Committee may appoint sub-committees as and when required.

## **21. CONSENT OF OWNERS CORPORATION**

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- 21.1 A consent given by the Owners Corporation under these Rules:
- 21.1.1 is revocable; and
- 21.1.2 may be given subject to conditions, including, without limitation, a condition evidenced by a minute of a resolution.
- 21.2 The Member or Occupier for the time being of the Lot to which a consent or approval relates must comply with the terms of the consent.

## **22. DEVELOPER**

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- 22.1 Notwithstanding anything to the contrary contained in the Rules, for so long as the Developer is a Member or an Occupier or is engaged in any action required to complete the Development or any mortgagee or chargee of the mortgagee of the Developer has an interest in any part of any Lot, these Rules shall not apply to or be enforceable against the Developer or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any

nature or description that the Developer, their servant, agents and contractors or their mortgagee or chargee, may be engaged in or which may need to be carried out in order to complete construction of the buildings and facilities comprised in the Plan or in the Development.

- 22.2 The Developer (including the successors, assigns, mortgagee or chargee) shall be and are by this Rule in relation to the completion of the Development, authorised by the Owners Corporation to:
- 22.2.1 erect any barriers, fences, hoardings, signs as the Developer deems necessary to facilitate any works to be carried out in relation to the Development;
  - 22.2.2 notwithstanding anything herein contained, take exclusive and sole possession of any parts of the Common Property as the Developer may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
  - 22.2.3 exclude all and any Members or Occupiers or their agents or invitees from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
  - 22.2.4 erect for sale, promotional advertising or other signs as the Developer may require on any part of the Common Property;
  - 22.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer deems fit;
  - 22.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the project;
  - 22.2.7 use whatever access is required to the Development as necessary to carry out any works and to block for whatever period as is necessary access to the Development in order to carry out any works; and
  - 22.2.8 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, will use its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.
- 22.3 Upon written request by the Developer or its mortgagee or chargee, the Owners Corporation shall 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 Development.
- 22.4 A Member or Occupier 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 22 or contravene any right or reprieve afforded to the Developer under this Rule 22.
- 22.5 In case of any inconsistency between the Rules and the rights of the Developer under any Development Agreement, the Developer's rights under the

Development Agreement shall prevail and the Members, Occupiers 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 any such Development Agreement.

- 22.6 A Member or Occupier must comply with the terms of any Development Agreement between the Developer and the Owners Corporation that is disclosed to the Member or Occupier.
- 22.7 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 Members. 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 Members.

### **23. FIRE CONTROL**

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A Member or Occupier must:

- 23.1 not use or interfere with any fire safety equipment except in the case of an emergency or obstruct any fire stairs or fire escape;
- 23.2 provide access when notified to confirm the compliance of the system;
- 23.3 not allow the fire safety equipment including smoke detectors installed in respect of their Lot to become non-operational;
- 23.4 ensure compliance with all statutory and other requirements relating to fire safety in respect of their Lot and, to this end, must ensure smoke detectors installed are properly maintained and tested monthly;
- 23.5 not smoke in the corridors, floor landing, foyer, lifts, stairwells and car park or such other parts of the Common Property as the Owners Corporation or its manager may designate from time to time;
- 23.6 not any open windows in a Lot or the Common Property in the case of fire except in accordance with Rule 23.7;
- 23.7 only open windows to allow smoke to escape in non-dangerous situations such as burnt food;
- 23.8 not open an internal door to a corridor being part of the Common Property whilst having steam cleaning or dry cleaning of carpet within their Lot being undertaken;
- 23.9 not use fire hoses or any fire extinguishers except in an emergency;
- 23.10 not leave open the entry door to their Lot whilst having building works undertaken without the prior written consent of the Owners Corporation;
- 23.11 not undertake any works or renovations to a Lot which alter the fire rating for the Lot or the Building;
- 23.12 not undertake any works or renovations to a Lot without taking all steps to protect any smoke detector or sprinkler system in the Building; and



- 23.13 if the Member or Occupier is responsible for a false alarm call out to be made by the Fire Brigade, pay the associated costs incurred by the Fire Brigade or the Owners Corporation.

#### **24. INFECTIOUS DISEASES**

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A Member or occupant carrying any infectious disease which may require notification by Law (whether by statute or otherwise) shall give written notice thereof and any other information which may be required to the Manager and shall pay 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, incurred by the Owners Corporation or any other Member.

#### **25. INSURANCE PREMIUM**

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- 25.1 A Member or Occupier must not do or permit anything to be done (including changing the existing use of the Lot) which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation. In the event that the insurance policy is invalidated, suspended, or increased, then that Member and Occupier jointly and severally indemnify the Owners Corporation for any loss and damage suffered as a consequence thereof.
- 25.2 A Member or Occupier of a Lot must maintain the following insurances in respect of their Lot (including any carpark(s) and/or storage cage(s)):
- 25.2.1 contents insurance for loss and damage from risks including fire and water damage for its full replacement value;
  - 25.2.2 public liability insurance for the amount of \$10 million concerning 1 single event (or such greater sum as reasonably required by the Owners Corporation); and
  - 25.2.3 insurance for any vehicle, trailer or motorcycle as required by Law.
- 25.3 A Member of any Lot, that after the subdivision of the Land, carries out building work or improvements to that Lot shall immediately notify the Owners Corporation in writing of the value of the improvements or building works and shall pay to the Owners Corporation such additional insurance premium charged to the Owners Corporation in obtaining adequate cover for the Building, fixtures and fittings on that Lot.
- 25.4 The Member who fails to comply with Rule 25.2:
- 25.4.1 shall indemnify the Owners Corporation for any loss or damage suffered resulting from the Building, fixtures and fittings being underinsured;
  - 25.4.2 shall make good the loss or costs incurred by the Owners Corporation not recovered from the insurer under any policy of insurance; and
  - 25.4.3 is not entitled to claim from the Owners Corporation or require the Owners Corporation to effect the reinstatement of the Building, fixtures and fittings. In such circumstances, the Owners Corporation is not liable to do so.

## 26. MOVING OF CHATTELS AND THINGS

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A Member or Occupier:

- 26.1 must not move any article (including furniture and/or goods) likely to cause damage or obstruction to Common Property without booking with the Owners Corporation or its representative's (e.g. Resident, Building or Facility Manager (if any) or the Manager) and receiving prior written consent;
- 26.2 may only move an article (including furniture and/or goods) likely to cause damage or obstruction through Common Property in accordance with directions given by the Owners Corporation;
- 26.3 may only move articles (including furniture and/or goods) through the area specifically designated by the Owners Corporation from time to time;
- 26.4 must not move articles, furniture and/or goods in and out of the Building and the Common Property:
  - 26.4.1 without prior arrangement with the Owners Corporation and only during the hours permitted by the Owners Corporation which until otherwise determined by the Owners Corporation shall be Monday to Friday 8:00 am to 5:00 pm, only on Saturday 9:00 am to 2:00 pm by special appointment and not on Sundays and not on public holidays; and
  - 26.4.2 other than in accordance with any other requirements of the Building Manager, including any requirement to book any movements in any booking system nominated by the Building Manager from time to time;
- 26.5 must not leave any rubbish or waste arising from moving of furniture and/or goods in the Common Property;
- 26.6 must direct their agents, or appointed removalists to:
  - 26.6.1 only use the loading zone facility located outside 1 Pentridge Boulevard, Coburg and the lifts that are only associated with the Lots; and
  - 26.6.2 not interfere with the use and enjoyment of other Members and Occupiers of their Lot, the Hotel or Common Property;
- 26.7 must direct any person effecting a delivery of goods, things or furniture to their Lot not to use any vehicle, trailer or machinery in a manner which will or may cause damage to another Member or Occupier of another Lot or the Common Property;
- 26.8 must forthwith make good any damage, to the satisfaction of the Owners Corporation, occasioned to the Building or the Common Property of Owners Corporation 1 Plan No. PS501198H or this Owners Corporation or any other owners corporation of or created by the Plan by the movement, delivery or removal of any goods, chattels, thing or furniture of the Member or Occupier;
- 26.9 must reimburse the Owners Corporation for any cost or expense incurred by the Owners Corporation:
  - 26.9.1 in making good any damage referred to in Rule 26.8; or

- 26.9.2 as a result of the Member or Occupier not complying with Rule 26.6; and
- 26.10 who sells or otherwise vacates their Lot, must, prior to completion of the contract or end or earlier termination of the lease or other occupancy arrangements as the case may be, remove all of its property from the Common Property and make good any damage caused by the removal of their property. Anything left in the Common Property after 24 hours of completion of the contract or end or earlier termination of the lease or other occupancy arrangements as the case may be will be deemed to be abandoned by the Member or Occupier and will become the property of the Owners Corporation and may be removed by the Owners Corporation at the cost and risk of the owner of the relevant Lot.

## **27. PAINTING, FINISHING, ETC**

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A Member or Occupier must not paint, finish or otherwise alter the external façade of any Building or improvement forming part of the Common Property or their Lot without the Owners Corporation's prior written consent.

## **28. PETS AND ANIMALS**

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- 28.1 An Member or Occupier must:
- 28.1.1 register their pet with the Owners Corporation or the Building Manager);
  - 28.1.2 use all reasonable ensure their pet does not cause a disturbance or threat to any Member or Occupier of another Lot or their invitees;
  - 28.1.3 keep their pet clean, quiet and controlled at all times; and
  - 28.1.4 not allow their pet in the Hotel area unless pre-approved by the Hotel Operator.
- 28.2 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.
- 28.3 An Owner or Occupier of a Lot who is keeping an animal that is the subject of a notice under Rule 28.1.4 must remove that animal.
- 28.4 Rules 28.1.4 and 28.3 do not apply to an animal that assists a person with an impairment or disability.

## **29. RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS**

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Without limiting the generality of Rule 44, the Member shall pay on demand by the Owners Corporation all legal costs on a full indemnity basis which the Owners Corporation pays, incurs or expends as a result of remedying any default by the Member in the performance or observance of any term, covenant or condition contained in these Rules including but not limited to Owners Corporation contribution fees.

## **30. SECURITY KEYS AND DOORS**

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- 30.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member.

- 30.2 A Member or Occupier in possession of a Security Key must:
- 30.2.1 not without the Owners Corporation's written consent duplicate the Security Key or permit it to be duplicated;
  - 30.2.2 take all reasonable precautions to ensure that the Security Key is not lost or given to a non-resident and is returned to the Owners Corporation once the Member ceases to be the owner of the relevant Lot or Occupier ceases to occupy the relevant Lot;
  - 30.2.3 include in any lease or licence of a Lot to the Occupier a condition or obligation requiring the return of the Security Key to the Owners Corporation upon demand;
  - 30.2.4 promptly notify the Owners Corporation if a Security Key issued to them is lost, stolen or destroyed. The costs of replacing any Security Key, remote control or any security device issued to the Member is at the Member's or Occupier's cost; and
  - 30.2.5 comply with any audit conducted by the Owners Corporation of the Security Keys that have been issued.
- 30.3 A Member or Occupier may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the Building.
- 30.4 A Member or Occupier must keep any device, screen or barrier installed in accordance with Rule 30.3 in good order and repair.
- 30.5 The Owners Corporation may, without notice to a Member or Occupier, deactivate any non-registered Security Keys, and remove any key safes that are found in Common Property.

### **31. SIGNS, STORAGE CAGE**

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- 31.1 Subject to the Developer's rights under Rule 22, a Member or Occupier must not:
- 31.1.1 erect or fix any sign or notice for whatever purpose to any part of the Common Property or inside of the Lot (including any wall, fence and roof) where it can be seen from any exterior position, except as required by Law and only with the prior written consent of the Owners Corporation;
  - 31.1.2 erect any for sale or for lease boards on the Common Property or their Lot (including any wall, fence or roof);
  - 31.1.3 install a storage cage without the prior written consent of the Owners Corporation which may be refused or granted on conditions by the Owners Corporation at its absolute discretion;
  - 31.1.4 enclose, including lining with a tarp, any existing storage cage without the prior written consent of the Owners Corporation; or

- 31.1.5 display from within any storage cage that can be seen from outside the storage cage any material that may be offensive to other Members or Occupiers.
- 31.2 A Member or Occupier must maintain the outward appearance by keeping the contents of the storage cage in a neat and tidy fashion.
- 31.3 A Member or Occupier must indemnify and keep indemnified the Owners Corporation in respect of any damage to or loss of personal property contained in any storage cage.
- 31.4 Subject to Rule 31.1, any sign, advertisement, notice or storage cage affixed or erected by a Member or Occupier with the consent of the Owners Corporation must comply with the design guidelines prescribed by the Owners Corporation from time to time.

## **32. SIGNAGE & OTHER LICENCES**

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- 32.1 The Owners Corporation grants the Developer or assignee:
  - 32.1.1 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to any part of the Development;
  - 32.1.2 a licence to host festivals, parties or other celebratory or promotional events in connection with the Development;
  - 32.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
  - 32.1.4 allow the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to settlement, which will serve as a display unit,

provided the Developer use its best endeavours to minimise disturbance and inconvenience to others Members' and Occupiers' 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.
- 32.2 .
- 32.3 The Owners Corporation grants to the Hotel operator a licence to access the Common Property roof, service ducts, shared services and any other part of the Common Property required to allow the Hotel Operator to conduct their business, so long as those activities do not adversely impact other Lots quiet enjoyment of their respective Lots.

## **33. STORAGE OF BICYCLES AND FLAMMABLE LIQUIDS**

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- 33.1 A Member or Occupier must not:
  - 33.1.1 allow any bicycle to be stored other than in the areas of the Common Property designated for that purpose by the Owners Corporation from time to time;

- 33.1.2 store or leave any bicycle without adequately securing it with an appropriate security device to prevent theft;
  - 33.1.3 leave unattended, an undercharged or discharged e-mobility device without the approval of the Owners Corporation or the Building Manager;
  - 33.1.4 allow any bicycle to be brought into the foyer, stairwells, lifts, hallways, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation from time to time; or
  - 33.1.5 use or store on the Lot, associated parking bay, or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other materials intended to be used for domestic purposes or in the fuel tank of a motor vehicle.
- 33.2 A Member or Occupier must indemnify and keep indemnified the Owners Corporation in respect of any damage to or loss of personal property contained in the areas of the Common Property designated for the storage of bicycles.

#### **34. SUPPORT AND PROVISIONS OF SERVICES**

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- 34.1 A Member or Occupier must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:
  - 34.1.1 any support provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with unless permitted by Rule 6;
  - 34.1.2 the structural and functional integrity of any part of the Common Property is impaired; or
  - 34.1.3 the passage or provision of services through the Lot or the Common Property is interfered with.
- 34.2 A Member or Occupier acknowledges that any Owners Corporation in the Development may share amongst the Members in that particular Owners Corporation the costs of supply and maintenance of any gas facility or power facility required for heating or air conditioning to the whole of that Owners Corporation or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.
- 34.3 The Owners Corporation must not seek payment or reimbursement for the cost or charge from a Member or Occupier that is more than the amount that the supplier would have charged the Member or Occupier for the same goods or services.
- 34.4 If the supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Member 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 Member or Occupier from the relevant supplier.

- 34.5 Rule 34.4 does not apply if the concession or rebate:
- 34.5.1 must be claimed by the Member or Occupier and the Owners Corporation has given the Member or Occupier an opportunity to claim it and the Member and Occupier has not done so by the payment date set by the relevant supplier; or
  - 34.5.2 is paid directly to the Member or Occupier as a refund.

### **35. GARBAGE, WASTE DISPOSAL AND BIN STORE**

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A Member or Occupier must:

- 35.1 dispose of garbage and waste in a way that does not adversely affect the safety, health, hygiene or comfort of other Occupiers or their Invitees; and
- 35.2 dispose of garbage into a receptacle, chute or area for that purpose, and in the manner specified by the Owners Corporation from time to time, but otherwise:
  - 35.2.1 metal and plastic containers suitable for recycling must be completely drained and placed in the recycling shoot on each residential floor;
  - 35.2.2 glass containers must be completely drained and placed in the recycling bins provided in the residential bin room located on the ground floor (“the **Residential Bin Room**”);
  - 35.2.3 recyclable cardboard boxes must be collapsed and placed in the recycling bins in the Residential Bin Room;
  - 35.2.4 recyclable paper must be placed in the recycling bins in the Residential Bin Room;
  - 35.2.5 large cardboard boxes must be collapsed and placed in the large recycling bin specified for that purpose in the Residential Bin Room;
  - 35.2.6 hard rubbish must be placed in the hard rubbish room located on B3 of the car park;
  - 35.2.7 all other household garbage must be securely wrapped and placed in the garbage disposal chutes provided on each residential floor; and
  - 35.2.8 loose paper sheets or empty plastic bags must not be placed in the garbage disposal chute.

### **36. USE OF APPURTENANCES**

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A Member or Occupier must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they were constructed. Any costs or expenses resulting from any damage or blockage shall be borne and paid for by the Member/Occupier found to be responsible for the damage or blockage.

### **37. OBJECTIVES OF ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT**

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- 37.1 This Rule only applies when the Owners Corporation No. 1 Rules relating to the objectives and obligations set out in this Rule are not being met or satisfied. The objectives of this Rule are to:
- 37.1.1 ensure the Owners Corporation meets its Environment Health and Safety Management obligations under the Environment Audit Report (**EP Audit**) namely the Statement of Environmental Audit conditions (**SoEA conditions**) and Environment Health and Safety Management Plan (**EHSM Plan**) prepared by Coffey Environments Australia Pty Ltd ("**Coffey**") dated 15 June 2015 and any other subsequent report prepared by Coffey as varied from time to time; and
  - 37.1.2 ensure that Members are aware of their obligations under the EHSM Plan and SoEA conditions.
- 37.2 The Owners Corporation shall diligently carry out obligations under the EHSM Plan including the requirement that the Owners Corporation:
- 37.2.1 implement, maintain and manage the EHSM Plan; and
  - 37.2.2 engage a consultant with the appropriate skills to manage the EHSM Plan.
- 37.3 The Owners Corporation shall on request supply all Members and prospective members with a copy of the EHSM Plan and EP Audit and make available for inspection, and copying, the same.
- 37.4 A Member of this Owners Corporation including Members of each Staged Lot shall:
- 37.4.1 comply with any requirement of the *Environmental Protection Act 1970* (Vic) or in relation to a requirement of the EHSM Plan and EP Audit condition, at the request of the Owners Corporation, or Environment Protection Authority; and
  - 37.4.2 comply with any restriction imposed on the owner or Occupier of the Lot from time to time relating to, the EHSM Plan and EP Audit of the Lot or any part of the Lot including but not limited to:
    - 37.4.2.1 reporting immediately any holes in paving, footpath, roads or the soil to the Owners Corporation; and
    - 37.4.2.2 not disturbing the soil by digging without permission from the Owners Corporation or in accordance with the master plan for the Development dated on or about November 2008 as amended, updated or superseded from time to time.

### **38. OWNER'S OBLIGATIONS TO ENVIRONMENT HEALTH AND SAFETY MANAGEMENT**

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- 38.1 The Member and this Owners Corporation:
- 38.1.1 are responsible for the management of the EHSM Plan and EP Audit conditions; and



- 38.1.2 are responsible for and liable for rectifying any non-compliance with the EHSM Plan and EP Audit conditions insofar as the non-compliance.
- 38.2 In respect of obligations arising from the EHSM Plan and EP Audit conditions located on the Lot of a Member or a Member in respect of which necessary access to such Lot is required by the relevant authority, EP Auditor, Environmental Protection Authority or their agents, this Owners Corporation or the Owners Corporation Rules, then the Member or Occupier of that Lot shall give such access as is reasonably necessary so as to give effect to the objectives of the EHSM Plan and EP Audit conditions to enable the same to be effectively carried out.
- 38.3 The Member must do all things necessary to empower, permit and enable the Owners Corporation to fulfil its obligations under the EHSM Plan.

### **39. HERITAGE FABRIC**

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Without limiting the obligations set out in the Owners Corporation No. 1 Rules, the Owners Corporation, Members and Occupiers must comply with all the obligations set out in the Owners Corporation No. 1 Rules with respect to the implementation and management of the Heritage Fabric.

### **40. DISPUTE RESOLUTION**

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- 40.1 Any dispute involving a Member or Occupier of any Lot arising out of an alleged breach of any Rule (**Dispute**) must be dealt with in accordance with this Rule 40 at first instance.
- 40.2 A party to a Dispute must not initiate arbitration or legal proceedings in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 40.
- 40.3 The party making the complaint must in the first instance notify the Manager (who will then notify the Committee as appropriate) of the Dispute in writing in the approved form. The Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 40.3.1 arrange a meeting between the parties to resolve the Dispute; or
- 40.3.2 waive the requirement for the parties to meet.
- 40.4 Notwithstanding the course of action elected by the Committee under 40.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to litigation.
- 40.5 Without limiting the generality of this Rule 40, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute at a general meeting of the Owners Corporation or the Committee, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 40.5.1 arrange a meeting between the parties to resolve the Dispute; or

40.5.2 waive the requirement for the parties to meet.

40.6 If the parties are unable to resolve the Dispute within 30 days of the meeting arranged by the Committee (or such other period as the Committee thinks fit) pursuant to Rule 40.3.1 or 40.5.1, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

40.7 A Member or Occupier must provide the Owners Corporation of a copy of any complaint or application made under section 160 or 163 of the Act within seven (7) days of the complaint or application being made.

#### **41. ENFORCEMENT OF DOMESTIC BUILDING CONTRACT**

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41.1 This Rule applies when the Initial Owner (which may be the Developer) is required to take steps to enforce any Domestic Building Contract in relation to the Common Property.

41.2 If the Initial Owner takes steps contemplated by Rule 41.1, the Initial Owner may:

41.2.1 make a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the Domestic Building Contract;

41.2.2 exercise any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;

41.2.3 settle any dispute under any Domestic Building Contract between the Initial Owner and the builder on terms acceptable to the Initial Owner; and

41.2.4 take any other enforcement action the Initial Owner considers appropriate in the circumstances.

41.3 A Member must not require the Initial Owner to take any further steps other than those listed in Rule 41.2.

41.4 The Members must if required to do so by the Initial Owner pay or reimburse the Initial Owner its portion of any enforcement relative to its Lot liability on the Plan.

41.5 Where the Initial Owner has elected to enforce any Domestic Building Contract, a Member or Occupier must not take any action to deny access to any part of the Common Property to any person, persons, or entity who may be required by the Developer to take remedial action, repair, rectify, alter or amend any component of the Common Property. Members and Occupiers must follow any safety instruction or procedure put in place to protect the safety of Occupiers, workers, pedestrians, or the Buildings or Development. A Member or Occupier, the Owners Corporation in general or any Member or the Owners Corporation must not take any action to prevent any Domestic Building Contract being enforced by the Developer.

#### **42. MANAGEMENT AGREEMENT**

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- 42.1 A Member or Occupier must not in any way interfere, or cause interference, with the rights of any person or entity appointed by the Owners Corporation from time to time to manage the Common Property or provide services to the Members.
- 42.2 Any Member or Occupier who breaches Rule 42.1 must indemnify and keep indemnified the Owners Corporation and any other Member or Occupier for any loss or damage suffered by that manager and arising out of that conduct.

#### **43. COST OF NON-COMPLIANCE**

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The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full solicitor and own client indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

#### **44. CHARGES IMPOSED ON MEMBERS AND OCCUPIERS**

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- 44.1 Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- 44.2 The Member must accept a certificate signed by the secretary of the Owners Corporation or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules or relating to any other charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- 44.3 The Member must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) on outstanding fees and charges set under the Act, Regulations or the Rules until they are paid.
- 44.4 Any payments made for the purposes of these Rules will be appropriated first in payment of any interest on any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

#### **45. EXECUTION OF DOCUMENTS BY OWNERS CORPORATION**

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For purposes of section 10(3) of the Act, the Owners Corporation authorises any two of the following:

- 45.1 the Chairperson; and
- 45.2 the Secretary; and
- 45.3 a committee member,

to execute any document or do anything necessary or convenient to enable the Owners Corporation to carry out its functions, powers, rights and obligations.

The Committee will report to the AGM all agreements, leases or licences entered into.

#### **46. NO TRADE OR BUSINESS IN RESIDENTIAL LOTS**

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A Member or Occupier of a residential Lot must not use their Lot or any part of the Common Property for any trade business or profession or permit others to do so unless:

- 46.1 the person conducting the trade or business is a full time resident of the Lot and only operates a home office with a maximum of one employee;
- 46.2 the planning scheme governing the use of the Lot permits the trade or business to be carried on from that Lot; and
- 46.3 the trade or business can be and is carried on without causing undue nuisance to the Members or Occupiers of other Lots or creating a greater security risk to other Members or Occupiers.

#### **47. SHORT STAY POLICY**

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- 47.1 For the purpose of improving the amenity of the Building and the security of the Building, the Owners Corporation may adopt rules and procedures for restricting access to the Building and use of the Common Property by short stay users and may impose fines for breaches of the Owners Corporation rules and procedures. Procedures may include an induction program for all short stay users, for which a fee may be charged.
- 47.2 The Owners Corporation may approve a letting agent, whose clients will then be inducted by the letting agent.
- 47.3 The Lot owner letting their property for short term use must register with the Building Manager a contact person who can respond within 1 hour of receiving notification of a disturbance or emergency issue.
- 47.4 Short stay users must be inducted, before they can access any Common Property facilities.
- 47.5 The Lot owner letting their property for short term use must ensure that emergency evacuation procedures are provided to each short stay user.
- 47.6 Any keys safes located on Common Property will be removed without notice.

#### **48. LAND MANAGEMENT AGREEMENT**

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A Member or Occupier acknowledges that the Owners Corporation has entered into land management agreement with s other owners corporations, the Hotel and Lot owners within the Pentridge Precinct in relation to sharing of the costs for services provided including but not limited to insurance, repairs, lighting, line marking, mechanical ventilation, which may be amended from time to time.

#### **49. CAR PARK BOLLARDS**

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- 49.1 A Member or Occupier of a Lot must obtain the written approval of the Owners Corporation before making any changes to their Lot or the Common Property for the installation of car park bollard to their car park Lot.

- 49.2 The Owners Corporation cannot unreasonably withhold approval, but may give approval subject to the following reasonable conditions:
- 49.2.1 The device is remote controlled.
  - 49.2.2 The device is wholly within the Lot and located centrally 1m from the front boundary entry point.
  - 49.2.3 The device is securely fixed to the concrete.
  - 49.2.4 The device colour is safety yellow.
  - 49.2.5 The dimensions are similar or equal to:
    - HEIGHT UPRIGHT - 420 - 460 mm
    - HEIGHT LOWERED - 75 mm
    - WIDTH - 430 - 460 mm
    - DEPTH – 320 - 360mm when down or 430- 460 mm when raised

## **50. HOTEL**

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- 50.1 The Member or Occupier acknowledges that:
- 50.1.1 the Hotel business will be conducted from the Land operated by the Hotel Operator;
  - 50.1.2 the Member or Occupier's failure to comply with these Rules will impact on the operation of the Hotel business including the enjoyment of Hotel guests;
  - 50.1.3 the Hotel Operator may, at its discretion, offer or make available Hotel services such as use of the pool, gymnasium, conference rooms, laundry and dry cleaning services to the Member or Occupier for a fee for each service (such fee to be at the Hotel Operator's discretion) and at such times as the Hotel Operator elect; and
  - 50.1.4 subject to complying with any relevant Law, the Developer or the Owners Corporation may lease car park spaces to the Hotel Operator and;
    - 50.1.4.1 guests staying at the Hotel may be entitled to use these car park spaces; and
    - 50.1.4.2 the Member or Occupier will not be entitled to use these car park spaces.
- 50.2 The Member or Occupier must not use or permit to be used, and must ensure its invitees, agents and contractors do not use, any facilities or services of the Hotel without the Hotel Operator's prior written consent including, but not limited to:
- 50.2.1 using the Hotel loading bays or designated guest parking areas;

- 50.2.2 using Hotel staff as a general point of contact for the Member or Occupier's personal matters;
- 50.2.3 using Hotel waste bins for hard rubbish or excessive waste;
- 50.2.4 allowing removalist trucks to block the Hotel areas or parking areas;
- 50.2.5 accessing Hotel guest facilities such as the pool and gymnasium;
- 50.2.6 allowing or directing food or personal deliveries to be delivered to the Hotel reception;
- 50.2.7 entering and accessing the Hotel lobby for concierge services;
- 50.2.8 requesting the Hotel accepting parcel deliveries on behalf of the Member or Occupier; and
- 50.2.9 requesting Hotel staff hold keys or access cards for invitees, guests or contractors.