PRIME TOWER

SOUTH YARRA

47 CLAREMONT STREET

RESIDENT WELCOME PACK

OWNERS CORPORATION PLAN NO PS 727815Y
Dear Residents

**WELCOME TO PRIME TOWER APARTMENTS**

On behalf of the Owners Corporation we welcome you to Prime Tower Apartments.

Our aim is to develop harmony and a community spirit within the building by introducing guidelines including house rules & regulations. This is for the purpose of security, privacy and comfort of all residents.

It is understood that a happy environment can be maintained through the necessary rules, therefore we ask all residents to read and understand the following welcome pack.

We trust you will enjoy living at Prime Tower Apartments.
# Table of Contents

**Management of Prime Tower Apartments** ................................................................. 4  
  Owners Corporation Manager ........................................................................ 4  
  Common Areas ........................................................................ 4  
  Security Fobs/Remotes ........................................................................ 4  
  Mailing Address ........................................................................ 4  
  Visitor Access ........................................................................ 4  
  Intercom ........................................................................ 4  

**Rules of the Owners Corporation** ........................................................................ 5  

**Moving in & out of Prime Tower Apartments** ......................................................... 5  

**Utilities Connection Information** ........................................................................ 6  
  Electricity ........................................................................ 6  
  Water ........................................................................ 6  
  Gas Hot Water ........................................................................ 6  
  Foxtel ........................................................................ 6  

**False Fire Alarms** ................................................................................................. 7  
  Sprinklers ........................................................................ 7  
  Smoke Detectors ........................................................................ 7  

**Car Stacker** .......................................................................................................... 8  
  Bike Racks ........................................................................ 8  

**Animals** ............................................................................................................. 8  

**Waste Management Procedures** ......................................................................... 9  

**Damages to Apartments & Insurance** ................................................................. 10  

**Use of Elevators** ............................................................................................... 10  

**Blinds** ............................................................................................................... 10  

**Balconies** ......................................................................................................... 10  

**Smoking** ........................................................................................................... 10  

**Noise** ............................................................................................................... 10
OWNERS CORPORATION MANAGER
State Owners Corp is the appointed manager for the Owners Corporation.

The Owners Corporation Manager is responsible for managing & administering the Common Property.

Issues relating to the Owners Corporation should be directed to State Owners Corp.

P: 9495 0005
F: 9495 0009
E: info@stateownerscorp.com

State Owners Corp
PO Box 8084
BRUNSWICK EAST VIC 3057

COMMON AREAS
Common areas include all Hallways, Entrances, Foyers, Stairwells, Rooftop Amenities and Car Park.

Absolutely no rubbish should be left in these areas at any time. No items are to be placed in these areas (i.e. door mats, shoes or other items) Common ways are an essential means of escape in the event of a fire and as such should be kept free from obstruction at all times.

We expect that all residents take pride in the building where they live and look after these areas and the building in general.

SECURITY FOBS/REMOTES
Please contact the Owners Corporation Manager for additional/replacement fobs/remotes.

IMPORTANT NOTE: All requests must be made in writing or email to info@stateownerscorp.com
Tenants require written authorisation from their managing agents to obtain additional fobs/remotes.

PLEASE REPORT ANY LOST FOBS SO THAT THEY CAN BE DEACTIVATED.

MAILING ADDRESS
Your new address is as follows:

Apt Number / 47 Claremont Street, South Yarra 3141

VISITOR ACCESS
An intercom is located at the front entrance of the building.

Visitor’s will need to enter the Apartment Number in the intercom, followed by the ‘Bell’ symbol which will then contact the relevant apartment.

INTERCOM
To operate the intercom a ‘buzz’ will sound from the phone unit. To let the visitor into the building press the Key symbol which will open the front door, followed by the ‘double dot’ symbol which will unlock the lift to your floor.
RULES OF THE OWNERS CORPORATION
The management and conduct of your Owners Corporation is essentially governed by the Owners Corporations Act 2006, associated Regulations 2007 and the Rules incorporating the Model Rules and Additional Rules (which are registered with the Plan of Subdivision at the Land Titles Office).

Further information can be obtained from www.consumer.vic.gov.au or 1300 55 81 81.

Ensuring that the resident living within the apartment is familiar with the Rules will eliminate Breach Notices for contravening Rules of the Owners Corporation.

A copy of the Rules is attached.

MOVING IN & OUT OF PRIME TOWER APARTMENTS
The moving procedures at Prime Tower Apartments are strictly enforced by the Owners Corporation.

All movings are monitored to ensure that any costs associated with damage or additional cleaning required as a result of the moving activities will be charged to the person responsible.

TO MAKE A BOOKING
Please contact the Caretaker at least 48 hours prior to your move in to book in an allocated time prior to confirming your removalists. Mob: 0451 886 886 or Email: info@xpresscleaningaust.com

MOVE IN TIMES
Monday to Friday from 9.00 am to 4.00 pm. Outside of these times will attract a fee payable directly to the caretaker.

LIFT COVERS
To protect the lifts against damage the Caretaker will have lift covers installed in one of the lifts dedicated for moving of furniture to minimise the possibility of damage.

LIFT DIMENSIONS
The internal dimensions of the lift are as follows;
Door opening: 2100 high x 1000 wide
Lift Car internal: 2000 long/deep x 1400 wide x 2400 high
Please ensure your furniture will fit in the lift prior to move in day

All delivery items are to enter the building via the front entrance on Claremont Street. At no point of time are your items to be left unattended in the lobby area or common areas throughout the building.

CAR PARK MAXIMUM HEIGHT
The car park maximum height is 2000mm. Please ensure vehicles entering the car park fit under the maximum height of the car park.

USE OF LIFTS
An occupier of an apartment must not and must ensure that any person acting on their behalf does not hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of the lifts.

Please ensure that the utmost care is taken when moving your items through the common areas. Be careful not to damage lobby walls or the lift. If damage is found after your move in slot, you will be asked to pay for the damage to be repaired.
UTILITIES CONNECTION INFORMATION
Immediately after settlement you will be responsible for the connection of utilities to your apartment.

**ELECTRICITY**
Prime Tower Apartments has been built using an embedded electrical network contracted to Energy On for the supply of electricity. Electricity is provided in bulk to all apartments at a discounted rate by Energy On.

Simply complete a ‘Sale of Energy Agreement’ to have your electricity connected and placed under your name. It is important that this is done to ensure that there is no interruption in service.

Please contact Energy-on to obtain a connection form.

**WATER**
Simply contact South East Water to have your water account placed under your name. It is important that this is done to ensure that there is no interruption in service.

Tel: 131 851

**GAS HOT WATER**
Origin manages the supply of hot water you are currently using. Each apartment has a dedicated hot water meter and you are individually charged for your hot water usage. To arrange connection of your hot water supply please do one of the following:

OR Visit originenergy.com.au/3345/Open-an-account and fill out the form online
OR Call Origin on Tel: 1300 734 533 between 8.00 am - 6.00 pm Monday-Friday

**FOXTEL**
The building has been pre-wired to allow residents to connect Foxtel Pay TV.

To get Foxtel connected in your apartment call 1300 130 799 between 8.00 am to 10.00 pm Monday to Friday, 9.00 am to 6.00 pm Saturday to Sunday.
FALSE FIRE ALARMS – How to avoid a $3,000 bill

One of the most common causes of false fire alarms in apartment living is related to cooking which may generate smoke or steam that escapes the apartment when a resident opens their apartment door which sets off the smoke detectors in the common hallways. All smoke detectors in common areas are connected to a Fire Monitoring Company, when the fire alarm goes off the monitoring company notifies the MFB to attend site immediately.

When the MFB attends site for a false alarm they notify our office in writing advising that charges of up to $3,000.00 may apply for a “Call out Fee” should no reasonable excuse for the false alarm be given. If these charges are imposed to the Owners Corporation then the person that caused the fire alarm to set off WILL BE HELD RESPONSIBLE for the payment of ALL ASSOCIATED COSTS. This can be quite an expensive bill for anyone to pay so let’s work together and TRY TO AVOID IT.

COMMON CAUSES: SMOKE, STEAM OR DUST when an apartment door is opened that leads directly into the common hallway, in most cases the front door to the apartment.

PREVENTION: DO NOT OPEN YOUR APARTMENT DOOR if you have created smoke or steam from cooking, INSTEAD open a window and ensure your Range Hood is on. Please ensure that your range hood is regularly cleaned to ensure it functions correctly.

SPRINKLERS

These are located throughout the building and are connected to a central alarm system direct to the Melbourne Metropolitan Fire Brigade.

It is essential that you take considerable care to ensure no damage occurs to these Sprinkler Heads, particularly within your unit. If a Sprinkler is activated, it raises an alarm in the local Fire Station and minimum of three trucks will attend the building.

A false alarm call results in a charge by the Melbourne Fire Brigade of approximately $3,000. This cost will be borne by the Owner/Resident of the Apartment responsible in the case of a false alarm.

SMOKE DETECTORS

Smoke detectors are installed in each apartment and in the hallways. These should be tested regularly. If smoke occurs in an apartment (e.g. from a toaster), DO NOT OPEN THE APARTMENT DOOR to the corridor as this will activate the main detectors and could result in attendance of the Fire Brigade. Occupiers will be liable for false alarm call costs.

A false alarm call results in a charge by the Melbourne Fire Brigade of approximately $3,000. This cost will be borne by the Owner/Resident of the Apartment responsible in the case of a false alarm.

NB: (Recommend changing the battery when day light saving starts)

REMEMBER

That in the event of a fire smoke inhalation can be fatal. If confronted by heavy smoke keep to the floor where the air will be clearer and breathe through a wet handkerchief or towel. Should any part of your clothing catch fire or start to smoulder, drop to the floor and roll around to smother the flames using a blanket, towel, rug etc.
CAR STACKER
TO BOOK A USER INDUCTION
Residents must arrange a user induction prior to using the car stacker for the first time to ensure users are comfortable operating the machines and aware of the safety features. Vehicle dimensions are checked prior to and at the time of training as there are maximum clearances. Users will need to book a re-induction upon changing vehicle(s).

A KEY WILL BE DISTRIBUTED AT THE TIME OF INDUCTION & AN OPERATING MANUAL WILL BE EMAILED TO YOU ONCE YOU HAVE BEEN INDUCTED

PLEASE CONTACT THE CARETAKER AT LEAST 48 HOURS PRIOR TO BOOK IN AN ALLOCATED TIME MOB: 0451 886 886 OR EMAIL: INFO@XPRESSCLEANINGAUST.COM

YOU MUST COMPLETE THE ATTACHED CAR STACKER USER INDUCTION FORM. YOU MUST PROVIDE THIS FORM TO THE CARETAKER AT THE TIME OF YOUR INDUCTION. IF YOU DO NOT HAVE THIS FORM YOUR APPOINTMENT MAY BE CANCELLED

Only persons who have been inducted may park vehicles in the stacker system, and only the one pre-designated vehicle may be parked in any given parking space.

Residents must ensure they do not do anything to damage or misuse the car stacker equipment in any way or in a way that interferes with the use of the car stacker by other persons entitled to use it.

Residents must ensure that they comply with all rules, requirements or directions about and security device which operates the car stacker.

An Owner must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a car stacker caused by the Owner, the Occupier, the Guest of an Owner or Occupier and any third party; to the extent that the loss is not recoverable from the Owners Corporations insurer. Call-out or service fees may be imposed by the appointed car stacker service contractor in the event that a malfunction is caused by an owner/occupier failing to observe the prescribed procedures for operation of the car stackers, and any such fees must be paid promptly by the owner/occupier responsible for the malfunction.

FAULTS
Resident must ensure they promptly report to the Owners Corporation Manager any damage, malfunction or failure of the car stacker to operate.

BIKE RACKS
There are Bike Storage Areas located on Ground Level. Please ensure that your bike is placed out of the walkway and securely on the rack.

ANIMALS
Pets are allowed in Prime Tower Apartments however subject to approval of the lot owner.

Residents must ensure that animals are controlled at all times. You must ensure that any animal belonging to you does not urinate or defecate on common areas and must not be allowed to touch any common areas (they are to be carried through the common areas at all times) If any animal creates any mess in any of the common areas it should be cleaned up thoroughly, the floor disinfected and the area deodorized immediately by the animal’s owner or supervisor.

If any animal causes a nuisance the OC Manager will issue a notice to the animal’s owner and if the problem continues the OC Manager will order the immediate removal of the animal. With the above in mind it is in your interest to demonstrate the utmost consideration to neighbour’s at all times.
WASTE MANAGEMENT PROCEDURES

GENERAL HOUSEHOLD RUBBISH
Rubbish chute rooms are located on each apartment level.
The following rules apply when using the rubbish chutes:

- General household rubbish (anything other than recycling) is the ONLY waste that should be placed in the rubbish chutes
- All rubbish must be securely double bagged and tied before placing down the chute
- NO GLASS is to be placed down the chute
- NO CARDBOARD, OPEN FOOD CONTAINERS, PLASTIC, POLYSTYRENE (FOAM), NEWSPAPERS OR PLASTIC WRAP is to be placed down the chute.
- NO RUBBISH IS TO BE LEFT ON THE FLOOR in the rubbish chute room

Rubbish chute blockages can take several hours for our contractors to clear. If the clearing of any chute blockage or removal of rubbish/hard rubbish from any common areas is carried out by the cleaners and the resident responsible is identified – ALL costs will be forwarded to the resident/owner.

RECYCLING
Recycling chutes are located on each apartment level.
The following rules apply when using the recycling chutes;

- ONLY recycling items should be placed in the recycling chutes as follows;
- Recycling items include: cardboard, glass & plastic bottles, cartons, polystyrene (foam), newspapers, printer cartridges, mobile phones, cork, metal wine bottle lids and used globes
- All cardboard boxes (in particular from moves and deliveries) into the building are to not to be left in the rubbish chute area. It is the owners/residents responsibility to flatten cardboard and place neatly in the Refuse rooms located on Basement 1 in the car park beside the lift.

Charges will be applied to residents/owners who are found responsible dumping general waste or recycling on common property and not in the designated areas.

HARD RUBBISH
Please note NO HARD rubbish is to be left on site, any person found to be dumping hard rubbish will be asked to remove it or charged for its removal.

Residents must contact the Owners Corporation Manager to arrange for hard rubbish pickups.
DAMAGE TO APARTMENTS & INSURANCE
The Owners Corporation has an insurance policy which covers Owners Corporation property but regardless of how the damage occurred, does not extend to cover any damage to privately owned fittings including curtains, blinds, light fittings, electrical fittings, carpets and appliances which are not built into the apartment and can be removed.

Residents should arrange a Contents Insurance Policy to include the above items. Non Resident Owners should arrange a Landlord’s Insurance Policy which includes public liability cover to protect their investment.

If any Resident is responsible for damage to any apartment, other than or in addition to their own, they may be responsible for the cost of reinstatement.

Under no circumstances will the OC Manager allow repair work to be undertaken in any apartment without written instructions from the Owner or Agent. Acknowledgment that the Owner will be responsible for the payment for any works will be required.

It is essential that details of any potential insurance claim are forwarded to the Owners Corporation Manager immediately. If necessary, they will request the Owners Corporation's Insurer to handle the claim. Any queries relating to the insurance cover or claims should be directed to the Owners Corporation Manager.

Note: Washing machines should never be left running whilst you are absent. Turn both the hot and cold taps off and regularly check that the discharge hose is secure in the drain hole. It has been found that most water damage is caused by washing machines, dish washers and/or baths overflowing.

USE OF ELEVATORS
Rocking or jumping inside a lift is prohibited as it may cause the lift to stop between floors. If a lift stops between floors for any reason, including loss of power, DO NOT PANIC. Call the lift Company on the emergency phone in the lift. The lift may not be used if a fire alarm is activated or if a fire is reported or detected. The emergency stairs must be used.

BLINDS
Residents are not permitted to install any curtains, blinds or other window furnishings to the exterior of the Building, whether inside their lot or external to their lot unless they are a ‘CHARCOAL’ colour and in materials approved by the Owners Corporation.

BALCONIES
Residents are not permitted to hang any item including garments, clothing, sheets, blankets, towels or other objects/storage on the common property, the exterior of the apartments or balcony if the object is visible to other persons.

SMOKING
Smoking is not permitted in any of the common areas within the building, including passageways, foyers, stairwells, lifts and car park.

NOISE
Noise should not be heard outside your apartment door or by the residents around you, including above and below you. Noise from any radio, television, sound system, musical instrument or similar device or any other noise which may be unreasonably obtrusive to any other Resident, Visitor or Guest must not be audible outside the Resident’s apartment. Any excessive noise can be reported to the OC Manager. Offender/s will be contacted and request that the noise be lowered. Failure to do so will result in the Police being contacted.
PRIME TOWER APARTMENTS: 47 CLAREMONT STREET SOUTH YARRA
CAR STACKER INDUCTION FORM – MULTIPARKER 750

This Form is to certify that ________________________________________________ (insert name) has been inducted on the operation of the car stacker at Prime Tower Apartments on this day the _______/_____/2015   (insert date)

Apartment No: _____________/47 Claremont Street, South Yarra 3141     Stacker Fob No: _______________________

Sedan Space (GREEN FOB) 1600 mm:               OR  SUV space (BLACK FOB) 2000 mm:                 (Please tick)

Make of Car: ____________________ Colour: ________________ Car Registration: _____________________________

Email Address (Mandatory): _________________________________________________________________________
(You MUST provide an email address to ensure the Owners Corporation provides you with the Car Stacker Operating Manual)

[ ] Owner    [ ] Tenant (Please tick)    If tenant please provide details of your managing agent;

Agent Details: _____________________________________________________________________________________

By signing this form I acknowledge and agree that:

• The Car Stacker Fob has been provided to me
• I have provided an email address for the Car Stacker Operational Manual to be sent to me
• NO ONE is to operate or use the car stackers until such time that they have been fully inducted into their operational procedures and only the one pre-designated vehicle may be parked in any given space.
• I have been fully inducted and understand the operation of the Car Stacking System.
• As the user it is my responsibility to check and ensure the clearance around the car stacking system and underneath my vehicle are suitable to accommodate the vehicle. Any clashes are the full responsibility of the user.
• I will not do anything to damage or misuse the car stacker equipment in any way or in a way that interferes with the use of the car stacker by other persons entitled to use it.
• I will comply with all rules, requirements or directions about and security device which operates the car stacker.
• I will reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a car stacker caused by the user or the Guest of the user and any third party; to the extent that the loss is not recoverable from the Owners Corporations insurer.
• Any call-out or service fees imposed by the appointed car stacker service contractor in the event that a malfunction is caused by the user failing to observe the prescribed procedures for operation of the car stackers, and any such fees must be paid promptly by the person(s) responsible for the malfunction.
• I will promptly report to the Owners Corporation Manager any damage, malfunction or failure of the car stacker to operate.

Signed on behalf of the user;

Signature: _______________________________ Date: _______/_______/2015
Print Name: ________________________________________________

Signed on behalf of the Owners Corporations appointed nominee who is fully trained and inducted to manage and conduct user inductions for residents at Prime Tower Apartments;

Signature: _______________________________ Date: _______/_______/2015
Print Name: ________________________________________________
OWNERS CORPORATION PLAN OF SUBDIVISION NO.1 PS727815Y
PRIME TOWER APARTMENTS
47 CLAREMONT STREET, SOUTH YARRA

RULES

1. Health, safety and security

1.1 Health, safety and security of Owners, Occupiers and Guests

(a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(1) use or permit any lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;

(2) move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;

(3) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation;

(4) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;

(5) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;

(6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation’s insurance policy;

(7) throw objects or allow objects to fall from a lot or the Common Property; or

(8) exceed the floor loadings for the Lot.

(b) An Owner or Occupier must:

(1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and

(2) lock the windows and external doors of the Lot when the Lot is unoccupied.

(c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:

(1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;

(2) the security system may, at the discretion of the Owners Corporation, include:

(A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;

(B) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;

(C) the right to enter upon any part of the Development to maintain its security;

(D) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;

(E) that parts of the Common Property are secured against entry; and

(F) security patrols, locks and other security devices or procedures to implement or operate it;

(3) the Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a lot) arising because:

(A) the security system is not operating; or

(B) the security system fails to operate as intended.
1.2 Infectious diseases
(a) An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.
(b) The Owner must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of flammable liquids and other dangerous substances and materials
An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:
(a) store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;
(b) store or accumulate in or on any lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or
(c) store or accumulate in or on a lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items, but this rule does not apply to:
(d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
(e) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2. Management and administration

2.1 Management and administration of Common Property and Services
The Owners Corporation will manage and administer the Common Property and the Services except to the extent delegated to the Manager.

2.2 Functions of Manager
The Manager may carry out all functions delegated to him by the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services
(a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:
(1) any support or shelter provided by the Lot or the Common Property for any other lot or the Common Property is interfered with;
(2) the structural and functional integrity of any part of the Common Property or any other lot is impaired; or
(3) the passage or provision of Services through the Lot or the Common Property or any other lot is interfered with.

2.4 Apportioning of cost of Services
(a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.
(b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the 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 Owner or Occupier from the relevant supplier.
(c) Sub-rule 2.4(b) does not apply if the concession or rebate:
(1) must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or
(2) is paid directly to the Owner or Occupier as a refund.

2.5 Breach of the Rules or Rules of Use
A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.
3. Use of Common Property

3.1 Use of Common Property

(a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(1) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;

(2) use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;

(3) without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;

(4) do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;

(5) keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);

(6) fail to remove an animal that is the subject of a notice under sub-rule (5);

(7) hold or permit to be held any auction sale in a lot or on the Common Property;

(8) allow a bicycle to be stored anywhere (including in a lot) other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or

(b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Services strictly under the Rules of Use.

3.2 Vehicles and parking on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(a) use or permit to be used any part of a Car Space other than to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;

(b) use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any vehicle;

(c) unless in the case of an emergency, park or leave a vehicle or permit a vehicle:

(1) to be parked in parking spaces which are part of lots other than a Car Space or parking spaces situated on Common Property and allocated for other lots; or

(2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot or part of a lot or a parking space; or

(3) to be parked or left in any place other than in a parking space, but this sub-rule does not prevent a Guest from using a parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager;

(d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking; or

(e) load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

3.3 Damage to common property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(a) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;

(b) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or

(c) without obtaining the prior written approval of the Owners Corporation, mark, paint, drive nails, screws or otherwise deface or damage
3.4 Use of equipment, Services and amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(a) use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;

(b) without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners Corporation or use the article for other than its intended use;

(c) without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;

(d) modify any air conditioning, heating or ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;

(e) install covering to any Storage Area without the prior written consent of the Owners Corporation; or

(f) install a covering to any Storage Area which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.5 Drying of laundry on common property or external or visible areas of lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, porch, entrance or landing of a Lot or the Common Property.

3.6 Deposit of rubbish and other material on Common Property

(a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(1) store or keep waste or garbage other than in the waste management bins or recycling bins located in the waste and refuse room of the Development or specified by the Owners Corporation; or

(2) leave any rubbish or other materials on the Common Property.

(b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:

(1) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's garbage or refuse for collection under the hygiene regulations of the City of Stonnington that apply from time to time;

(2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;

(3) appropriately contain and wrap all wet garbage to prevent spillage;

(4) ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;

(5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and

(6) dispose of rubbish properly and recycle it where appropriate.

4. Lots

4.1 Use of lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

(a) comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;

(b) use the Lot only for residential purposes as permitted under the City of Stonnington Planning Scheme;

(c) not use a Car Space other than for storage in a Storage Space or parking of vehicles;

(d) not waste water;

(e) not misuse plumbing and electrical apparatus;

(f) keep the Lot clean, free of vermin and in good repair;

(g) keep all balconies clean, tidy and well maintained;

(h) keep the Car Space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;

(i) clear each day the contents of the Lot's mail receiving box;
4.3 Leasing of a lot

Any Owner must not lease, licence or grant any other occupancy rights to an Occupier of a Lot for a term of less than six (6) months. An Owner must obtain the approval of the Owners Corporation Manager to that occupancy, which consent will not be unreasonably withheld.

4.4 External appearance of lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(a) install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;

(b) allow any balcony or terrace area which forms part of a Lot to be unempted or unsightly and, when cleaning, cause other than minimal disturbance to other Owners and Occupiers;

(c) make structural alterations to a lot without the written consent of the Owners Corporation;

(d) display any placard, advertisement or sign in or upon the Lot or upon the Common Property whatsoever (this rule includes home offices);

(e) display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot whatsoever (this rule includes home offices);

(f) permit any signage advertising a lot for sale or lease on a lot or Common Property;

(g) install basketball hoops or similar devices on a Lot or the Common Property;

(h) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;

(i) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or treated; or

(j) paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot or the Common Property.

4.5 Window furnishings

In order to maintain consistent appearance to the external facade of the building, Owners and Occupiers must ensure that the colour of external facing blinds installed within a lot are ‘CHARCOAL’. The type of blinds permitted to be installed are roller blinds.

4.6 Car Stackers

(a) The Owner of a Stacker Lot is the owner of the Car Stacker even though its supports are located and affixed in any Common Area or a lot or part of a lot below the Stacker Lot.

(b) The Owners Corporation will maintain, repair and replace all Car Stackers for all Owners of Stacker Lots.

(c) The Owners Corporation will do all things reasonably required to ensure that all Car Stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement.

(d) The Owners Corporation will replace a Car Stacker when the Owners Corporation decides the Car Stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.
(e) An Owner of a Stacker Lot must obtain and maintain:

(1) public liability insurance for the Car Stacker, and
(2) insurance for the Car Stacker against damage and destruction.

(f) An Owner or Occupier is not able to use a Car Space when the Car Stacker is being maintained, repaired or replaced.

(g) An Owner of a Stacker Lot must ensure that any vehicle is removed from the Car Stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the Car Stacker.

(h) The Owner of a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Owner's failure to observe rule 4.6(g).

(i) An Owner of a Car Space beneath a Stacker Lot must ensure that any vehicle is removed from that Car Space when requested by the Owners Corporation for any scheduled, unexpected or emergency maintenance, repair or replacement of a Car Stacker.

(j) An Owner of a Car Space beneath a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Owner's failure to observe rule 4.6(i).

(k) The Owners Corporation is not liable for, and the Owner of a Stacker Lot releases and indemnifies the Owner's Corporation from and against the failure of the Car Stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances events.

(l) Each Owner must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a Car Stacker caused by the Owner, the Occupier, the Guest of an Owner or Occupier and any third party; to the extent that the loss, damage or cost is not recoverable from the Owners Corporation's insurer.

4.7 Payment for Car Stacker Services

(a) Each Owner must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by the number of Stacker Lots:

(1) under Rules 4.6(a) to (f) inclusive;
(2) All operational costs required to operate the Car Stackers;
(3) a contribution to a sinking fund for the eventual replacement of the Car Stackers at the end of their economic life. The Owners Corporation must maintain the fund if it establishes it;
(4) a management fee as determined by the Owners Corporation (but not to exceed 15%) of the amounts in (1), (2) and (3) above; and
(5) any goods and services tax on the above amounts.

(b) The Owner must pay the amount in (a) even if the Owner does not use the Car Space.

The Owners Corporation may calculate the costs, contributions and liabilities and require payment in any way it considers is reasonable.

4.8 Car Stacker use

Each Owner of a Stacker Lot must not and ensure that each Occupier or Guest does not:

(a) use the Stacker Lot for the parking of vehicles which do not meet the Car Stacker manufacturer's specifications, the requirements of the Owners Corporation and any Rules of Use;
(b) allow or permit any person to use the Car Stacker who is not an Owner or Occupier of the Owner's Lot;
(c) allow or permit any person to use the Car Stacker if they have not undertaken an induction and training course on the Car Stacker's use, if so required by the Owners Corporation;
(d) fail to provide particulars to the Owners Corporation of the Owner or Occupier's vehicle and contact details using the Car Stacker including registration number and advise the Owners Corporation of any change;
(e) damage or misuse the Car Stacker;
(f) use, or allow a Car Stacker to be used for parking of a vehicle unless it is owned or used by the Owner or an Occupier of a Stacker Lot;
(g) fail to comply with any rules, requirements or directions about any security device which activates or operates the Car Stacker;
(h) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the Car Stacker to operate; nor
(i) delegate, assign or sublet any of its rights under this Rule to anyone other than the Owner or Occupier of a Stacker Lot;

4.9 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.
5. Works

5.1 Works Requirements

An Owner must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

(a) the Works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and

(b) the Works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers;

5.2 Requirements before proceeding with Works

An Owner must not proceed with any Works until the Owner:

(a) submits to the Owners Corporation plans and specifications of any Works proposed by the Owner which affect the external appearance of the Development or any of the lots or Common Property or which affect the Development's structure or Services or the fire or acoustic ratings of any component of the Development;

(b) supplies to the Owners Corporation any further particulars of those proposed Works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;

(c) receives written approval for those Works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner; and

(d) pays the reasonable costs referred to in (c) to the Owners Corporation.

5.3 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking Works comply with the proper and reasonable directions of the Owners Corporation and Manager about the method of building operation, means of access, use of the Common property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that the employees, agents and contractors are supervised in carrying out the Works to minimise any damage to or dirtying of the Common Property and Services.

5.4 Contractors or tradespersons only to use designated areas

An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation or Manager for entry and exit.

5.5 Owner to make good damage

An Owner must immediately make good all damage to, and dirting of, the Development, the Common Property, the Services or any fixtures fittings and finishes caused by the Works and if the Owner fails to do so within a reasonable period of time the Owners Corporation may in its absolute discretion make good the damage and dirtying and if so the Owner must 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.

5.6 Times for work on or in lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(a) permit any tradesman, contractor or other person carrying out any Works to be on or in the Lot or the Common Property:

(1) on any public holiday or a Sunday; or

(2) before 7.00 am or after 6.00 pm Monday to Friday; or

(3) before 9.00 am or after 6.00 pm on a Saturday;

except in the case of an emergency which includes:

(A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;

(B) a leak or similar problem requiring prompt attention; or

(C) cracking or a similar problem likely to affect the immediate safety of the building in which the Lot is situated.

6. Behaviour of persons

6.1 Behaviour of Owners, Occupiers and Guests on Common Property

(a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(1) unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common
Property but this rule does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made;

(2) encourage birds by feeding them;

(3) consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto, the Common Property;

(4) use or allow to be used in or on the Common Property, skateboard, roller skates or roller blades;

(5) smoke in the stairwalls, lifts, foyers or vehicle parking spaces or the parts of the Common Property the Owners Corporation or the Manager designates from time to time;

(6) dispose of cigarette butts, ash or any other rubbish over a balcony; or

(7) use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.

(b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:

(1) when on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;

(2) observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at his discretion of any statutory authority; and

(3) comply with the Rules and the Rules of Use.

7. Dispute resolution

7.1 Dispute resolution, including internal grievance procedures, hearing procedures and communication procedures

(a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.

(b) The party making the complaint must prepare a written statement in the Approved Form.

(c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

(d) 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.

(e) 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.

(f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(g) 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 Act.

(h) This process is separate from and does not limit any further action under Part 10 of the Act.

8. Notices

8.1 Notice of damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation or its Manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.2 Notice of accidents or faults

An Owner or Occupier must promptly notify the Owners Corporation of any accident to or fault in:

(a) the water pipes, gas pipes, electrical fixtures or installations; and

(b) any equipment or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Emergency Procedures

9.1 Fires and False Alarms

The Owners Corporation Committee may issue a set of guidelines for fire and threat situations and may amend them from time to time. Any guidelines issued by the Owners Corporation Committee must be followed by all Owners and Occupiers.
9.2 Fire Fighting Equipment
(a) Owners and Occupiers should ensure that all smoke alarms and other fire emergency equipment installed in their Lot is properly maintained and tested regularly, and back-up batteries are replaced when necessary.
(b) A contractor nominated by Building Management will maintain the Building’s smoke detection and sprinkler system and all essential safety services and device, subject to the requirements of the Residential Tenancies Act 1997 where applicable Owners and Occupiers must, upon receiving 24 hours notice, provide any such contractor with access to their Lot for the purpose of performing these maintenance activities.

9.3 General
(a) If a Lot is rented, leased or loaned for any period of time, the Owner must make sure that a copy of these Rules is provided to the Occupier and that the Occupier agrees to be bound by them.
(b) Owners and Occupiers must not interfere or tamper with any fire or emergency equipment other than using it in an emergency. Owners and Occupiers must not obstruct any fire stairs or fire escape.
(c) Owners and Occupiers must comply with all statutory and other requirements, including those issued from time to time by Building Management or the Owners Corporation Committee, relating to fire and fire safety.
(d) The door leading to the stairwells and Lots are fire resisting and self-closing. Owners and Occupiers must ensure that all doors close properly and under no circumstances are they to be wedged open. If they are wedged open during a fire, smoke may penetrate the stairwell and eliminate the effectiveness of this escape route.
(e) Stairwells, electrical riser (service) cupboards and other service cupboards must not be used for any other purpose than that intended. They must not under any circumstances be used for the storage of goods, waste, cartons etc and stairwells must not be obstructed at any time.
(f) To avoid false alarms and unnecessary call outs by the Metropolitan Fire Brigade or other emergency services Owners and Occupiers and guests must not:
   (1) smoke in the Common Property;
   (2) open the door to their Lot in non dangerous instances such as when smoke or fumes are released from burning food. Only windows should be used in these situations; or
   (3) leave open a door to their Lot and the common property without the written consent of the Owners Corporation.
(g) The cost of false alarm calls to the Metropolitan Fire Brigade or other emergency services will be at the expense of the Owner of the Lot from which the call is occasioned or of the Lot that is identified by Building Management as being responsible for the false alarm.
(h) The Owners Corporation Manager or Building Management may take measures to ensure the security, and to preserve the safety of the Common Property and Lots affected by fire or other hazards and without limitation may:
   (1) restrict the access to or use by Owners and Occupiers of any part of the Common Property;
   (2) permit, to the exclusion of Owners 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;
   (3) restrict by means of key or other security device the access of the Owners and Occupiers of one level of the Building to any other level of the Building;
   (4) remove any locking device attached to any item left in the common property (including but not limited to bicycles left in areas which are not designated for the storage of bicycles), and where possible notify the relevant Owner or Occupier of such removal; and
   (5) remove any item left in the common property (including but not limited to bicycles left in areas which are not designated for the storage of bicycles) and where possible notify the relevant Owner or Occupier the Owners Corporation Manager or Building Management may dispose of such item within 3 business days of its removal.

9.4 Smoke Detectors
(a) There are smoke detectors in each Lot. Under no circumstances are the smoke detectors to be removed.
(b) The Owners and Occupiers must regularly check and maintain the smoke detectors.

10. Use of the Amenities
(a) The Owners Corporation Manager and/or the Owners Corporation Committee may resolve to make rules regulating the use and operation of the Amenities including but not limited to setting any fees, and engaging any contractor to manage and run the Amenities at hours to be determined by the Owners Corporation Manager in its absolute discretion.
(b) The Owner or Occupier using the Amenities is responsible for the Owner and Occupier and his/her guests. The areas must be satisfactorily cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc) will be charged to the Owner or Occupier responsible.

(c) Persons using the Amenities must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any other person lawfully using Common Property.

(d) The management of the Amenities is in the absolute discretion of the Building Management, acting in the interests of all Owners and Occupiers.

(e) The hours of use for the Amenities as notified by Building Management from time to time must be observed by all Owners or Occupiers using the Amenities.

(f) All users of the Amenities do so at their own risk.

(g) Improper use of the Amenities may result in bans/restrictions of use being imposed on the Owner and/or Occupier in the Owners Corporation’s absolute discretion.

11. Compliance and Owners Corporation Fees

(a) Owners and Occupiers must ensure that their guests comply with these Rules.

(b) Any Owner of a Lot which is the subject of a lease or licence must take all reasonable steps, including any action available under the lease or licence, to ensure that any lessee or licensee and any guests of that lessee or licensee complies with these Rules.

(c) Owners and Occupiers must at their own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.

(d) Owners and Occupiers must comply with any reasonable request or direction of any person employed by the Owners Corporation.

(e) Any breach of a Rule or regulation will entitle the Owners Corporation to issue proceedings and / or impose such fine or penalty as they deem appropriate from time to time as is advised to Owners and Occupiers.

(f) An Owner shall on demand compensate the Owners Corporation in full in respect of any damage to the Common Property or property of the Owners Corporation caused by that Owner or the Owner’s tenants, licensees or guests.

(g) An Owner shall on demand pay all costs including legal costs of the Owners Corporation on a solicitor and own client indemnity basis incurred by the Owners Corporation as a result of any breach of any Rule.

(h) Owners (jointly and severally) and Occupiers indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and/or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Owner, Occupier, or the Owner’s lessee or licensee (or any of their agents, contractors, workers and guests) of these Rules. The indemnity or release will not merge or terminate as a result of an Owner not owning any particular Lot anymore or an Occupier not occupying any Lot anymore.

(i) The Owners Corporation will in addition to any legal proceeding be able to charge a member penalty interest on outstanding levies or other charges that is no more than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

12. Moving into & Vacating the Building

(a) The moving of all furniture and goods in and out of the Building must be made by arrangement with Building Management. The Owner or Occupier will be liable for any damage caused to the Common Property by the moving or transportation of the furniture and goods of the Owner (or of the Occupier of the Owner’s Lot) in and around the Building. Building Management may, in its discretion, require a surety to be paid prior to moving. Any damage caused as a result of the move will be deducted from the surety or will be paid for by the relevant Owner. The Owner shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage.

(b) A minimum of three 48 hours’ notice before the move must be provided to Building Management.

(c) Building Management will advise which lift, if any, is to be used for the move and will arrange for protective covers to be installed in the lift.

(d) The moving in or out of furniture and goods is only permitted between 9:30 am and 4:30 pm (Monday to Friday). All moves must be completed by 4:30 pm.

(e) Dimensions of doors and the lift can be obtained from Building Management.

(f) On completion of work, Owners and Occupiers are responsible for ensuring that all rubbish is cleared from Common Property.

(g) Owners and Occupiers must ensure that all cartons and packing crates are placed in the rubbish room.

(h) Owners and Occupiers will be held responsible for the cleanliness of Common Property and damage to lift walls and other areas. If any amount owing is not paid by the relevant Occupier within 14 days of the date of moving (and that Occupier is not the Owner of the Lot), then the Owners Corporation may recover the amount from the Owner.

(i) Owners and Occupiers must not permit any vehicles to restrict access to the car park.

13. Definitions

In these rules unless the context otherwise requires the following definitions apply:

“Act” means the Owners Corporations Act 2006 (Vic);

“Approved Form” means the form prescribed under the Owners Corporations Regulations 2007;

“Car Space” means an Owner’s Car Space Lot or that part of an Owner’s lot as shown in the basement diagrams on the Plan of Subdivision;
“Car Stacker” means the mechanical car stacking machinery and associated equipment and its supports.

“Common Property” means any common property as shown and described on the Plan of Subdivision as Common Property No 1 & No 2 as applicable;

“Development” means the development on the land in the Plan of Subdivision including the buildings located at 47 Claremont Street South Yarra;

“Guest” means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a lot;

“Lease” includes rent, let and license the Lot or any part of it;

“Lot” means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;

“Manager” means the building manager or the manager appointed by the Owners Corporation;

“Occupier” means a person who occupies a lot on the Plan of Subdivision;

“Owner” means an owner of a lot on the Plan of Subdivision;

“Owners Corporation” means Owners Corporations No 1 & 2 of the Plan of Subdivision as applicable;

“Plan of Subdivision” means Plan of Subdivision No PS727815Y;

“Regulations” means the Owners Corporations Regulations 2007 (Vic);

“Rules” means the rules in this document;

“Rules of Use” means any directions, notices or rules of use made by the Manager or the Owners Corporation from time to time for the proper management and administration of the Common Properties;

“Services” means the services, installations, facilities, plant or equipment provided to the Development;

“Stacker Lot” means a lot or part of a lot intended to be used as a car parking space and only accessible by a Car Stacker.

“Storage Space” means storage space provided in cages and above car spaces where there are no stackers; and

“Works” means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a lot, building, other structure and plant and equipment to be used to provide Services.