



## **Special Rules**

**Owners Corporation 1  
Plan of Subdivision No. PS726136B**

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## **1. Preface**

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This document comprises the rules of Owners Corporations 1, 2 and 3 on Plan No. PS726136B as approved by a special resolution of the Owners Corporation pursuant to section 138 of the Act.

These Rules may not provide for a matter which is provided for in the model rules prescribed from time to time pursuant to section 139 of the Act. If this is the case, then these Rules will be deemed to include the provisions of the model rules relating to such a matter.

## **2. Definitions and interpretations**

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In these Rules:

**Act** means *Owners Corporation Act 2006 (Vic)*, or any subsequent amendments, additions or substitutions that may be enacted from time to time;

**Apartment Lot** means those Lots located on Lower Ground to Level to Level 6 (inclusive) on the Plan;

**Bicycle Park** means the area on Common Property fitted with bicycle racks and set aside for the parking of bicycles and/or such other areas designated for the parking of bicycles by the Owners Corporation from time to time;

**Building** means the building constructed on the Land and includes a structure and part of that building or a structure, walls, service installations and other appurtenances of that building;

**Building Manager** means the person engaged by the Owners Corporation to assist on site with the day to day running of the building, such as providing access to respective maintenance contractors, reporting breaches to the Manager, advising the Manager of any areas of concern;

**Carpark Lot** means a Lot that has been constructed to be used primarily as a carpark;

**Commercial Lot** means Lot T1 on the Plan;

**Common Property** means the area shown as Common Property No. 1, and/or Common Property No.2 and/or Common Property No. 3 as the case may be, all on the Plan;

**Easement** has the meaning given to the term pursuant to Rule 7.1;

**Essential Services** means any of transport, fuel, light, power, water, sewerage or any service (whether of a type similar to the foregoing or not) specified from time to time by the Victorian Governor in Council or any Government Agency;

**Government Agency** means any authority, which will include without limitation government, semi-government, regulatory (whether public or private), federal, state or local government, and any entity with any authority or delegated responsibility to deal with any matters relating to the Building;

**Land** means the whole of the land contained in the Plan;

**Lot** means a part of the Land (except a road, a reserve or Common Property) shown on the Plan;

**Manager** means the company for the time being appointed by the Owners Corporation as its Manager and a reference in these Rules to the Owners Corporation must, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires;

**Occupier** means any tenant, licensee, visitor, contractor engaged by a Proprietor or any other person or persons occupying a Lot;

**Owners Corporation** means Owners Corporation No 1, and/or Owners Corporation No.2 and/or Owners Corporation No. 3, as the case may be either jointly or severally, all on the Plan;

**Plan or Plan of Subdivision** means plan of subdivision PS726136B;

**Public Holiday** means a day that is a bank holiday in Melbourne, Victoria;

**Proprietor** means an owner of a Lot and/or a Carpark Lot and/or Storage Lot and/or a Commercial Lot affected by the Owners Corporation;

**Rules** mean these rules and any rules adopted by the Owners Corporation from time to time;

**Rules of Use** means the rules of use reasonably set by the Manager from time to time;

**Security Access Key** means a key, magnetic swipe card/fob or other device used to open and close doors, gates or locks for all Common Property areas;

**Storage Lot** means a Lot that has been constructed to be used primarily as a storage area.

## **2.1 Interpretation**

Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words importing the singular include the plural and vice versa;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority;
- (d) a reference to a thing includes part of that thing;
- (e) The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these Rules in respect of the person or persons to whom they are given;
- (f) where examples of items are provided within these Rules these are provided for guidance only and are not to be considered exhaustive; 3 words of inclusion are not words of limitation;
- (g) words of inclusion are not words of limitation.

If any rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that rule or part thereof shall be struck down and shall have no further force and effect, however all remaining rules or part thereof capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

## **3. Compliance with Rules and Rules of Use**

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- 3.1 A Proprietor must comply with these Rules and must ensure that any Occupier of that Proprietor's Lot complies with these Rules.
- 3.2 A Proprietor must comply with all directions and Rules of Use set by the Manager or the Owners Corporation from time to time and must ensure that any Occupier of that Proprietor's Lot, complies with all such directions and Rules of Use. A breach of any directions or Rules of Use will constitute a breach of these Rules.
- 3.3 A Proprietor and/or Occupier use the Common Property at their own risk.

- 3.4 The Proprietor must pay, within 7 (seven) days of Notice from the Owners Corporation, the costs incurred by the Owners Corporation in relation to:
- (a) remedying any breach of these Rules; and
  - (b) any damage caused by any breach of these Rules by a Proprietor or an Occupier of the Proprietor's Lot or a licensee, invitee or contractor of the Proprietor or Occupier.

#### 4. Access to Lots

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- 4.1 Except in the case of an emergency (in which case no notice shall be required) upon five (5) days notice in writing the Owners Corporation or the Manager and their servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Proprietor in cases where such leakage or defect is due to any act or default of the Proprietor or an Occupier). The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

#### 5. Compliance with Laws

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- 5.1 A Proprietor and/or Occupier must at the Proprietor's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Governmental Agency.
- 5.2 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure that any invitee of the Proprietor or Occupier comply with these Rules.

#### 6. Notification

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- 6.1 Each Proprietor must advise the Manager, or Building Manager of an out of normal business hours contact address and telephone number of the Proprietor and each occupant of the Proprietor's Lot or any part of it and must promptly advise the Manager or Building Manager of any change in such address or telephone number.

#### 7. Right of Way

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- 7.1 Proprietors and/or Occupiers of a Lot agree and acknowledge that:
- (a) without limiting the rights of the Owners Corporation under section 12(2) for the *Subdivision Act 1988*, they grant an easement of way ("Easement") over the Lots to the Owners Corporation for purposes of gaining access to the plant and service areas and any service pipe or ducts located in the Lots or the facade (for cleaning maintenance or repairs purposes) which is for the benefit of each Lot and/or the Common Property and is necessary for the reasonable use and enjoyment of the Lot and the Common Property by Proprietors and Occupiers of Lots;
  - (b) they must allow the Owners Corporation and its respective employees, agents, licensees, visitors and contractors to use the Easement for the purpose of gaining access to the plant and service areas and any service pipes or ducts located in the Lots or the façade (for cleaning, maintenance or repair purposes) without interruption and disruption; and
  - (c) they must not unreasonably interfere with or prevent the use of the Easement.

#### 8. Owners Corporation Fees

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- 8.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid by each Proprietor according to his or her Lot liability or as otherwise directed by the Owners Corporation or the Manager, as follows:

- (a) in the first year, annually in advance; and
  - (b) thereafter, quarterly in advance.
- 8.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

## **9. Support and provision of Services**

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- 9.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property which results in:
  - (a) the structural and functional integrity of any part of the Common Property being altered, changed or impaired; or
  - (b) the passage or provision of services through the Lot or the Common Property is not interfered with.
- 9.2 A Proprietor or Occupier of a Lot must not install a safe in a Lot without the written consent of the Manager and before submitting to the Manager a structural engineering report in respect of the proposed installation. The Proprietor or Occupier acknowledges that they will be liable for all reasonable costs that the Manager may incur in reviewing reports provided pursuant to this Rule.
- 9.3 The Owners Corporation may share among the Proprietors in the Owners Corporation the common costs of supply, consumption and maintenance of any shared facility or services (including that for gas, power and/or water supply) required for heating or cooling the Lots or cooking within the Lots (except for the Commercial Lot) or shared supply of lighting to:
  - (a) a Lot or Lots;
  - (b) a Carpark Lot;
  - (c) a Storage Lot.

9.3.1 The Manager has the discretion to apportion such costs taking into account the benefit, whether wholly, substantially or nominally, to or usage by a Lot for the particular the period being apportioned or the Manager may charge a proportion of such service and supply charges relating to the relevant Lot calculated by the Manager on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly by the service.
- 9.4 For the avoidance of doubt, the Manager reserves its rights pursuant to section 49(2) of the Act.

## **10. Behaviour by Proprietors and Occupiers**

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- 10.1 A Proprietor or Occupier of a Lot must not:
  - (a) create any undue noise, odours, vibrations or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property; or
  - (b) obstruct the lawful use of Common Property by any person; or
  - (c) use machinery hammer drills or jack hammers or other noise emitting power tools in a Lot between the hours of 5:00 pm and 8:00 am on weekdays and on weekends or such hours not permitted by the authorities; or
  - (d) make or permit to be made any undue noise in or about the Common Property or any Lot; or

- (e) allow the entry door or any external door (other than any door from a Commercial Lot to an external area on the ground floor) of any Lot or on Common Property to be physically restrained from closing in any way; or
  - (f) allow bicycles to be parked/left in other than the Bicycle Park; or
  - (g) use gymnasium equipment such as walking/running machines, weight stations, dumbbells inside their Lot between the hours of 10.00 pm and 7.00 am; or
  - (h) make or permit to be made noise from music, appliances or otherwise between the hours of 11.00 pm to 8:00 am Monday to Friday and from midnight to 8.00 am on Saturday and/or Sunday which may be heard outside the Proprietor's Lot or which would otherwise be in breach of the *Environment Protection Act 1970* (Vic) or the *Environment Protection (Residential Noise) Regulations 2008* (Vic); or
  - (i) contravene the fire regulations by installing unapproved dead locks or peep holes on its Lot that would void the Owners Corporation insurance policy. Any additional security device(s) installed must be approved by Owners Corporation; or
  - (j) if it is a Proprietor of a Commercial I Lot, use any area on its Lot located in the basement of the Building for any usage except other than a grease interceptor room.
- 10.2 A Proprietor or Occupier of a Lot when on Common Property (if on any part of a Lot so as to be visible from another Lot or from Common Property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or to any person lawfully using Common Property.
- 10.3 A Proprietor or Occupier of a Lot must not smoke or consume alcohol on any part of the Common Property including but not limited to the stairwells, lifts, foyers and carpark forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or the Manager may designate from time to time.
- 10.4 A Proprietor or Occupier of a Lot must not use or permit to be used in or on the Common Property, tricycle, (non-motorised) scooters, skateboards, rollerskates, roller blades or the like. A bicycle may only be used on Common Property in the course of travel to and from the Bicycle Park and must only be wheeled through Common Property when accessing the lifts servicing the Bicycle Park.
- 10.5 A Proprietor or Occupier of a Lot must not dispose nor permit disposal of cigarette butts, cigarette ash or any other type of rubbish over their balconies/terrace, windows or on any Common Property.
- 10.6 A Proprietor or Occupier of a Lot must not use their balcony/terrace/external area without consideration for surrounding properties (particularly with respect to noise, behaviour and appropriate clothing).

## **11. Air Conditioning and Heating**

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- 11.1 A Proprietor or Occupier of a Lot must not install, maintain and operate an air- conditioning or heating unit to service the Lot which:
- (a) is of a design which has not been approved by the Owners Corporation in writing prior to installation. All requests must be put in writing to the Owners Corporation and approval, if any, will be subject to terms and conditions set by the Owners Corporation. The Proprietor or Occupier acknowledges that they will be liable for all reasonable costs that the Manager may incur in reviewing reports provided pursuant to this Rule.
  - (b) when operated, damages, affects or interferes with the operation of the Common Property; or

- (c) emits noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of the Common Property or other Lots.
- 11.2 A Proprietor or Occupier of a Lot must maintain, service and is to be responsible for the air-conditioning condenser belonging to the particular Lot notwithstanding that it may be located on the Common Property. If the air-conditioning condenser is located on the Common Property, the Proprietor or Occupier of the Lot must obtain the prior written permission of the Manager or the Building Manager prior to accessing the air-conditioning condenser.
- 11.3 The Owners Corporation will maintain service and be responsible for the cooling/heating ducts on Common Property that is part of a centralised system and located within an Apartment Lot.
- 11.3.1 Except in the case of an emergency (in which case no notice shall be required) upon five (5) days notice in writing the Owners Corporation or the Manager and their servants, agents and contractors shall be permitted to enter, inspect, trace, test, service, repair and if need be, replace the cooling/heating ducts (and any accessory parts) within these Apartment Lots at the expense of the Owners Corporation except in cases where any repair and/or replacement is due to any act or default of the Proprietor or an Occupier, in which event it will be at the expense of the Proprietor or Occupier.
  - 11.3.2 The Owners Corporation or the Manager and their servants, agents and contractors shall be permitted to enter, inspect, trace, test, service, repair and if need be, replace these cooling/heating ducts (and any accessory parts) as many times a year as may be required to ensure the efficient and smooth running of the cooling/heating ducts.
  - 11.3.3 The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

## **12. Plants**

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- 12.1 A Proprietor or Occupier who has plants on its Lot, whether on a balcony, terrace or otherwise must:
- (a) ensure that the plants are properly maintained and securely fixed or tethered;
  - (b) ensure that the plants, pots are not visible from outside of the Lot; and
  - (c) refrain from watering the plants and the soil in such pots in such a way that water escapes onto the Lot, Common Property or other Lots.

## **13. Leasing or Licensing a Lot / No serviced apartment**

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- 13.1 If a Proprietor allows another person to occupy any part of their Lot the Proprietor must:
- (a) provide that person with an up to date copy of these Rules;
  - (b) ensure that person and their visitors and invitees comply at all times with these Rules;
  - (c) take all action available to the Proprietor to ensure compliance with these Rules; and
  - (d) provide details of the occupant to the Owners Corporation within seven days of commencement of lease.
- 13.2 Notwithstanding anything to the contrary in these Rules, a Proprietor of a Lot must not at any time:
- (a) use a Lot, or permit the Lot to be used, as a serviced apartment, residential hotel accommodation or for short term rental;

- (b) use a Lot, or permit the Lot to be used, in the operation of a serviced apartment scheme, residential hotel, or similar business;
- (c) enter into an Occupation Agreement under which one or more person/s may be granted the right to occupy the Lot for a Restricted Stay; or
- (d) allow their Lot to be leased for any periods shorter than 28 days.

For the purposes of this Rule 13.2:

“Short term rental” means short term rentals arranged through “Airbnb”, “Stayz” or similar sites.

“Occupation Agreement” means an arrangement or agreement (including a lease, licence or management agreement) giving any person or entity the right to occupy the Lot or to allow others to occupy the Lot.

“Restricted Stay” means a stay that is scheduled to end less than 8 weeks after it commences but does not include a period of over holding under a lease that was granted for an initial term of 6 months or more.

## **14. Cleaning of Building**

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- 14.1 Having regard to Rule 7.1, each Proprietor or Occupier must allow the Owners Corporation’s window and building cleaners access through to and onto the balconies and terraces on a Lot at all times as required by the Owners Corporation’s window and building cleaners for the purpose of cleaning the facade of the Building.
- 14.2 Proprietors or Occupiers of Lots where anchor points are located must provide access with notice or without notice should notice not be able to be given in an emergency.
- 14.3 Notwithstanding this Rule 14, each Proprietor or Occupier must regularly clean and keep clean the balconies and terraces of their Lot and any of their windows and glass doors which are accessible to them.

## **15. Cleaning of a Lot (including windows)**

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- 15.1 A Proprietor or Occupier of a Lot must keep that Lot clean and in good repair.
- 15.2 A Proprietor or Occupier of a Lot must keep any balcony/terrace/external area within their Lot clean, tidy and well maintained.
- 15.3 A Proprietor or Occupier of a Lot must keep the drains located under the balcony, terrace or pavers of their Lot clean and clear of any debris and floor waste at all times.
- 15.4 A Proprietor or Occupier of a Lot must keep clean all exterior surfaces of glass and /or windows (including louvres) and doors on the boundary of the Lot, unless the glass and/or windows (including louvers) and doors on the boundary cannot be accessed by the Proprietor or an Occupier safely or at all.
- 15.5 A Proprietor or Occupier of a Lot must allow and provide all reasonable assistance to permit any window cleaners or tradesmen engaged by the Owners Corporation to access any Lot or any balcony/terrace within their Lot for the purpose of accessing external windows/surfaces contained within the Common Property for the purpose of cleaning and maintaining such windows/surfaces.
- 15.6 A Proprietor or Occupier of the Commercial Lot must ensure any and all cooking exhaust ducts within or part of the Commercial Lot’s kitchen exhaust system is cleaned at a frequency recommended or required by law or by any Government Agency. The Proprietor or Occupier of the Commercial Lot must at all times maintain all aspects of their kitchen exhaust system which includes minimizing grease build-up within the hood and all associated ducts, removal of grease laden steam, arrest/control and proper dispersal of grease and/or exhaust emissions. The Manager may also stipulate how frequent the cooking exhaust ducts must be cleaned. The evidence of any clean must be provided to the Manager upon request.

## **16. Damage to Common Property**

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- 16.1 A Proprietor or Occupier of a Lot must not mark, paint or the like, interfere or otherwise damage or deface, any structure/area that forms part of the Common Property without the approval in writing from Owners Corporation.
- 16.2 A Proprietor or Occupier of a Lot must promptly notify the Manager or Building Manager on becoming aware of any damage or defect in the Common Property.

## **17. Car Parking**

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- 17.1 A Proprietor or Occupier of a Carpark Lot must not use its Carpark Lot for any purposes other than for parking of vehicles without first obtaining the written approval of the Owners Corporation.
- 17.2 A Proprietor or Occupier of a Carpark Lot must not reverse in or out of the Building at any time.
- 17.3 A Proprietor or Occupier of a Carpark Lot must not in any way obstruct any of the access aisles in the carpark.
- 17.4 A Proprietor or Occupier of a Carpark Lot must not park or leave a vehicle or permit a vehicle to be parked or left on Common Property so as to obstruct any driveway, entrance or access to a Lot, or in any place other than in a parking area that may be specified for such purpose by the Owners Corporation.
- 17.5 A Proprietor or Occupier of a Carpark Lot must not park or permit to be parked any vehicle, trailer or motor cycle or bicycle other than within that Proprietor's Carpark Lot.
- 17.6 The Manager is authorised to remove offending vehicles, trailers, bicycles or motor cycles which have been parked on Common Property or protruding onto Common Property as to cause a nuisance and/or blocking pathway access and/or in breach of the *Occupational Health & Safety Regulations 2007* or causing interference with access to essential services referable to the Building (including but not limited to emergency fire access doors). For the purpose of this Rule 17.6, the Occupier and Proprietor acknowledge and agree that the Owners Corporation will have requisite authority to remove vehicles in breach of this Rule 17.6 and indemnifies the Owners Corporation from all costs, expenses, damages and all other associated costs in relation to such removal.
- 17.7 The Manager has the authority to engage the services of a third party to monitor and attend to car parking matters on behalf of the Owners Corporation and/or Proprietors who own car parking spaces. Proprietors will be notified of any third-party management.
  - 17.7.1 The Manager may in engaging the third party may authorise it to monitor and/or attend to car parking matters which may include imposition of penalties and/or breach notices for owners of vehicles illegally parked on Common Property or on Carpark Lot belonging to other Proprietors.
  - 17.7.2 The Owners Corporation has the authority to restrict or prohibit access to the common areas of the car park if a Proprietor or Occupier has been issued with three or more breach notices in one year.
- 17.8 A Proprietor or Occupier of a Lot must ensure their Carpark Lot is clean and free of oil marks/stains and like substances. The Owners Corporation reserves its right to clean any Carpark Lot and charge the Proprietor for the cost incurred. The Owners Corporation will give the Proprietor a minimum of fourteen (14) days notice of its intention to do such cleaning, except in case of emergency, in which case no notice will be required.
- 17.9 A Proprietor or Occupier of a Carpark Lot must not permit oil leakages from any motor vehicle, trailer, bicycles or motor cycle onto Common Property or on their Carpark Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains on their Carpark Lot and/or other part of the Common Property.
- 17.10 A Proprietor or Occupier of a Carpark Lot must not grant an occupation right in relation to their Carpark Lot to any person other than another Proprietor or Occupier.

- 17.11 A Proprietor or Occupier must comply with any Rules of Use for the carpark which may include the requirement to prominently display on the dash board of a vehicle parked in any Carpark Lot, a dash pass issued by the Manager to the Proprietor of that Carpark Lot.
- 17.12 A Proprietor or Occupier of a Carpark Lot must not construct or erect any shed, enclosure or structure of any nature or description around their Carpark Lot.
- 17.13 A Proprietor or Occupier must not park within a space allocated for visitor parking.
- 17.14 A Proprietor or Occupier must not allow a Guest of a Lot to park in visitor parking space overnight.
- 17.15 A Proprietor, or Occupier or Guest of a Lot must comply at all times with the Rules of Use for the public carpark.
- 17.16 A Proprietor or Occupier or Guest of a Lot acknowledge and agree that the Owners Corporation has authority to impose a fine of \$500.00 to a Proprietor, Occupier or Guest of a Lot that has illegally parked their vehicle in another Proprietor or Occupiers Carpark Lot or within a visitor car space, subject to two warning letters being issued by the Owners Corporation.
- 17.17 The Owners Corporation reserves the right to install parking bollards and wheel clamps on offending vehicles to enforce Rule 17.16. The owner of the offending vehicle must contact the Owners Corporation or the Building Manager if a bollard or wheel clamp has been installed in order to rectify and remedy the situation. The owner of the offending vehicle acknowledges and agrees to indemnify the Owners Corporation against any damage which may be sustained to the vehicle as a result of the owner of the vehicles negligence to abide by the Rules.

## **18. Move Ins/outs (including furniture or goods)**

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- 18.1 A Proprietor or Occupier of a Lot must not move any article (including furniture and/or goods) through Common Property without giving the Owners Corporation or the Manager 48 hours written notice and obtaining the Owners Corporation approval prior to their move to enable a representative of the Owners Corporation or the Building Manager to be present.
- 18.2 A Proprietor or Occupier of a Lot must fill in a Moving In/Moving Out Form and/or a Delivery of Goods Form which can be obtained from the Manager or Building Manager in the form designated by the Manager or Building Manager from time to time.
- 18.3 If moving an article (including furniture and/or goods) over or through Common Property is likely to cause damage to or obstruct Common Property, a Proprietor or Occupier of a Lot may only move such article in accordance with directions of the Owners Corporation, the Manager or the Building Manager.
- 18.4 The Proprietor or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the Manager once approval has been granted.
- 18.5 A Proprietor or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building outside the hours permitted. Permitted hours are between 8:00 am and 4:00 pm, Monday to Friday (or such other times as are designated by the Manager from time to time). Any moves outside these hours are at the discretion of the Manager or the Building Manager. A Proprietor or Occupier of a Lot may not move articles, furniture and/or goods in and out of the building on Saturday, Sunday or Public Holiday, unless prior approval from the Manager or Building Manager has been obtained. All moves must be completed by 4:00 pm (or such other times as are designated by the Manager from time to time).
- 18.6 A Proprietor or Occupier moving articles, furniture and/or goods in or out of a Lot will be liable to the Owners Corporation for and indemnifies the Owners Corporation against any damage caused to any property in the Building including Common Property in doing so. Where a Proprietor or Occupier damages the Common Property in the Building by moving articles, furniture and/or goods in or out of a Lot, the cost of repairing that damage must be paid by that Occupier, or failing him or her, the Proprietor of the Lot, to the Owners Corporation within 14 days of receiving the invoice for rectification works.

- 18.7 If required by the Manager or Building Manager, a Proprietor or Occupier of a Lot may be required to provide a bond to the Building Manager as specified in the Moving In/Moving Out Form and/or a Delivery of Goods Form at the discretion of the Owners Corporation. The bond is to be provided to the Building Manager prior to any move in/move out and/or delivery of any goods and will be returned to the Proprietor or Occupier within seven (7) days of the Manager or Building Manager conducting an inspection and is satisfied that no damage has occurred to the Common Property or Common Property has been dirtied as a result of the move.
- 18.8 A Proprietor or Occupier of a Lot must not leave in or on any of the Common Property in or around the Building any waste, packaging, wrappers, boxes and the like from move in/out of furniture and/or goods. All such waste, packaging, wrappers and the like must be taken away and disposed away from the Building by the Proprietor or Occupier immediately after the move failing which the Manager or Building Manager will arrange for its disposal at the Proprietor's or Occupier's costs, the costs of which will be deducted from any bond provided under Rule 18.7.
  - 18.8.1 All cardboard boxes, packaging and the like from the move in/out of furniture and goods must not be disposed in the garbage chute. Costs of removing blockages caused by the disposal of these cardboard boxes, packing and the like in the garbage chute will be charged to the offending Proprietor or Occupier.

## **19. Interference with Common Property**

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- 19.1 A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 19.2 A Proprietor or Occupier must not place any personal items on Common Property for the purpose of decorating the Common Property without the written approval of the Manager.
- 19.3 A Proprietor or Occupier of a Lot must not interfere with the operation of any equipment installed on the Common Property.
- 19.4 A Proprietor or Occupier of a Lot must not 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 Proprietors or Occupiers of Lots or their families or visitors.
- 19.5 A Proprietor or Occupier of a Lot must not enter into or permit any person to enter into any plant room, machine housing or the waste disposal room, electricity switch room, machinery room (without the consent of the Owners Corporation) or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas, or heating or cooling controls so as to interfere with any installations or services in or on the Common Property without the consent of the Owners Corporation.
- 19.6 A Proprietor or Occupier of a Lot must not place within that Lot anything, including decorative items or stack storage items or furniture higher than 500 mm below a fire sprinkler or within 500 mm from a fire sprinkler in any direction so as to not hinder its operation or the efficacy of its operation.

## **20. Security of Common Property**

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- 20.1 A Proprietor or Occupier of a Lot must not do anything which may prejudice or be detrimental to the security, integrity or safety of the Common Property.
- 20.2 A Proprietor or Occupier of a Lot must not allow persons unknown to or un-accompanied by them to follow them through or entry to the secured doors to the Building or carpark to the lobby or any other Common Property.

## **21. Notification of damage to Common Property**

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- 21.1 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation, the Manager or the Building Manager on becoming aware of any damage to in the Common Property and/or Common Property facility.

## **22. Compensation to Owners Corporation**

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- 22.1 A Proprietor or Occupier of a Lot must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

## **23. Restricted use of Common Property**

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- 23.1 The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards. Without limitation, the Owners Corporation may, to the extent necessary to ensure the security and to preserve the safety of the Common Property only:

- (a) close off any part of the Common Property not required for access to a Lot on a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the Common Property;
- (b) permit, to the exclusion of Proprietors and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- (c) restrict by means of key or other security device the access of Proprietors or Occupiers;
- (d) restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the Lots to any other level of the Lots.

## **24. Security Access Key**

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- 24.1 The Owners Corporation may charge a fee for any approved additional Security Access Key required by a Proprietor.
- 24.2 Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Access Key available for use by any Occupier of a Lot and must use all reasonable endeavours (including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier) to ensure the return of the Security Access Key to the Proprietor, the Owners Corporation, the Manager or the Building Manager when it is no longer required by the Occupier of the relevant Lot.
- 24.3 A Proprietor or Occupier of a Lot in possession of a Security Access Key must not duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Access Key is not lost or handed to any person other than another Proprietor or Occupier and is not to dispose of otherwise than by returning it to the Proprietor, or the Owners Corporation or the Manager or the Building Manager.
- 24.4 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation if a Security Access Key issued to him or her is lost or destroyed.
- 24.5 The cost of replacing any Security Access Key or any security device which is issued to the Proprietor of the Owners Corporation will be at that Proprietor's cost.
- 24.6 The maximum number of Security Access Keys (remote transmitter) to give access to the respective level which a Proprietor or Occupier's carpark Lot is located on is one (1) per car space.

## **25. Garbage**

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- 25.1 A Proprietor or Occupier of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for garbage.
- 25.2 The Proprietors or Occupiers of Apartment Lots must use the clearly marked garbage chutes for the disposal of only general household waste and small recyclable items.
  - 25.2.1 All general household waste disposed via the garbage chute must be drained and at all times wrapped/secured/tied in small parcels/rubbish bags before being placed in the garbage chute.
  - 25.2.2 All cardboard boxes and packaging must be broken down and flattened and must be taken to the Lower Ground refuse room and placed in the designated recycle bins provided by the Owners Corporation. Dumped cardboard boxes will attract a fine for the identified Proprietor or Occupier.
  - 25.2.3 Oversized waste such as pillows, doonas, blankets, construction/fit out waste, packing and the like from move ins/out and hard rubbish must not be disposed of in the garbage chute or on any area of Common Property. Costs of removing blockages caused by disposal of oversized waste in the garbage chute and/or removal of such items from Common Property will be charged to the offending Proprietor or Occupier.
  - 25.2.4 A Proprietor or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots.
- 25.3 The Proprietor or Occupier of a Commercial Lot:
  - (a) must bag and secure and deposit all garbage within that Commercial Lot;
  - (b) must arrange for removal of all garbage at its own cost;
  - (c) is only permitted to locate its waste bin/s within the area designated for such use by the Owners Corporation/Manager within the loading bay, only on those days and at those times when that Commercial Lot's waste is due to be collected; and
  - (d) must immediately remove its rubbish bin/s from the loading bay after the garbage has been collected; and
  - (e) must arrange for and ensure its rubbish bins are washed on a regular basis.
  - (f) must ensure that any recyclable waste, without limitation, paper, cardboard and plastic containers as from time to time nominated by the Owners Corporation must be disposed of via the recyclable material chute, or for larger items such as cardboard boxes, must be taken to the Lower Ground refuse room and broken down and placed in the designated recycle bins provided by the Owners Corporation for such waste disposal. Dumped cardboard boxes will attract a fine for the identified Proprietor or Occupier.
  - (g) must ensure all other office waste (except for ink and toner cartridges) must be securely wrapped at all times in small parcels and deposited into a receptacle or area on Common property specifically provided for waste disposal;
  - (h) must arrange for the appropriate disposal of all used ink/toner cartridges and electrical/electronic equipment;
  - (i) must ensure that any oversized waste such as construction/fit out waste, packing and the like from move ins/out and hard rubbish must not be disposed of in the garbage chute or on any area of Common Property. Costs of removing blockages caused by disposal of oversized waste in the garbage chute and/or removal of such items from Common Property will be charged to the offending Proprietor or Occupier;

- (j) must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots.

## 26. Storage of flammable liquids

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- 26.1 A Proprietor or Occupier of a Lot (other than a Commercial Lot) must not except with the written consent of the Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes.
- 26.2 A Proprietor or Occupier of a Commercial Lot must not except with the written consent of the Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used in the ordinary course of its business.
- 26.3 Notwithstanding anything in this Rule, a Proprietor or Occupier of a Commercial Lot which includes a grease waste interceptor room in the basement of the Building and/or a store, must not use or store within their grease waste interceptor room and/or store, any flammable chemical, liquid, gas or other flammable material at all at any time. Such grease waste interceptor room must not at any time be used as a store.
- 26.4 A Proprietor or Occupier of a Commercial Lot must not except with the written consent of the Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material on its Lot.
- 26.5 The Manager or Building Manager in consenting to any such storage may limit the quantity permitted to be stored at any one time and from time to time and impose at its absolute discretion terms and conditions for such storage.

## 27. Pets and animals

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- 27.1 A Proprietor or Occupier of a Lot must not have an animal(s) within the premises, inclusive of common and private areas, unless they have written medical reasons to do so.
- 27.2 A Proprietor or Occupier of a Lot must ensure that any animal belonging to the Proprietor or Occupier does not vomit, urinate or defecate on any Common Property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal.
- 27.2 A Proprietor or Occupier of a Lot must:
  - (a) obtain written approval from the Owners Corporation prior to have any animals within their lot.
  - (b) comply with the ***Domestic Animals Act 1984 (Vic)***.
  - (c) ensure that any animal belonging to the Proprietor or Occupier is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary;
  - (d) Take all steps necessary to ensure that any animal belonging to them or in his or her control does not cause a nuisance (including bringing that animal indoors to minimise noise).
  - (e) not keep any animal upon the Common Property or balcony/terrace of a Lot after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 27.3 To minimise pet noise, a Proprietor or Occupier of a Lot must not leave any animal belonging to them or in their control on their Lot's balcony either overnight or whilst the Proprietor or Occupier is away from their Lot.

- 27.4 A Proprietor or Occupier of a Lot must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.
- 27.5 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to Proprietors/Occupiers of a Lot or to Common Property, it must give reasonable notice of this resolution to the Proprietor or Occupier who is keeping the animal.
- 27.6 A Proprietor or Occupier of a Lot who is keeping an animal that is subject of a notice under Rule 27.5 and 27.6 must remove that animal permanently from their Lot.
- 27.7 Rules 27.5 and 27.6 do not apply to an animal that assists a person with an impairment or disability.
- 27.8 The Proprietor or Occupier of a Commercial Lot must ensure that its customers, staff and visitors comply with this Rule. The Proprietor or Occupier of a Commercial Lot will be responsible for any breach of this Rule by its staff, customers or visitors

## **28. Consent of Owners Corporation**

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- 28.1 A consent given by the Owners Corporation under these Rules must be made in writing. It may be given or revoked and subject to conditions.

## **29. Complaints and applications**

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- 29.1 A Proprietor may make a complaint in respect of the Building, the Manager, the Building Manager or another Proprietor or Occupier of the Building by forwarding correspondence to the Manager.

## **30. Infectious diseases**

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

## **31. Storage of bicycles**

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- 31.1 A Proprietor or Occupier of a Lot may store their bicycle within their own Lot (but not on their Lot's balcony/terrace).
- 31.2 A Proprietor or Occupier of a Lot may store a bicycle on the Bicycle Park. A Proprietor or Occupier stores their bicycle on the Bicycle Park at their own risk.
- 31.3 A Proprietor or Occupier of a Lot must not permit any bicycle to be brought into or onto the main entry foyer off High Street or other parts of the Common Property as may be excluded by the Owners Corporation or its Manager from time to time.
- 31.4 A Proprietor or Occupier of a Lot cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the Common Property of the Building, except to the extent that such loss or damage is caused by the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.
- 31.5 A Proprietor or Occupier of a Lot that does not have a car parking space and/or carpark remote transmitter must apply to the Building Manager for access to the Bicycle Park and must sign the approved form of acknowledgement with respect to use of the Lower Ground Carpark being only for the purpose to store their

bicycle. The Owners Corporation reserves the right to apply a penalty/fine for misuse of the carpark by a Proprietor or Occupier.

## **32. Insurance premiums**

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- 32.1 A Proprietor or Occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done (other than normal use of their Lot or use of the Common Property for the use to which it is intended) which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 32.2 If the Proprietor or Occupier uses their Lot other than in the manner for which it is intended and as a result causes the insurance premium for the Owners Corporation to be made invalid, suspended, or increase the premium then the Proprietor or Occupier will:
  - (a) stop using their Lot for any purpose other than for which it was intended (regardless of whether any approval had been granted by the Owners Corporation);
  - (b) pay any increase to the Owner's Corporation's insurance premium resulting from using their Lot for another purpose.

## **33. Fire control**

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- 33.1 A Proprietor or Occupier of a Lot must not:
  - (a) use or interfere with any fire safety equipment except in the case of an emergency;
  - (b) obstruct any fire stairs or fire escape;
  - (c) allow the fire safety equipment (e.g. smoke detectors as installed in respect to their Lot) to become non-operational.
- 33.2 The Proprietor or Occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot, including but not limited to:
  - (a) ensuring that smoke detectors installed in the Lot are properly maintained and tested on a regular basis; and
  - (b) that back up batteries relating to smoke detectors are replaced when required.
- 33.3 To avoid false alarm call outs by the fire brigade, a Proprietor or Occupier of a Lot must not:
  - (a) smoke on Common Property, including the corridors, floor landings, 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;
  - (b) open the entry door to their Lot in non-dangerous instances (such as smoke from burning toast or other food) to eliminate the resulting smoke from their Lot. Only windows should be opened to allow smoke to escape in non-dangerous situations;
  - (c) open the entry door to their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
  - (d) utilise fire hoses except in the case of an emergency;
  - (e) leave open the entry door of their Lot whilst having building works undertaken.

- 33.4 For the avoidance of doubt, in cases of negligence resulting in a false alarm call out being made by the fire brigade, the associated cost will be charged to the Proprietor or Occupier identified as being responsible which such amount to be paid within seven (7) days to the Owners Corporation or the relevant fire authority.

#### **34. Signs, window coverings and awnings**

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- 34.1 A Proprietor or Occupier of a Lot must not erect or fix any sign or notice for whatever purpose to any part of the Lot where it can be seen from any external position.
- 34.2 A Proprietor or Occupier may only install or permit the installation of window coverings that have been specified or approved by the Owners Corporation in its absolute discretion.
- 34.3 A Proprietor or Occupier of a Lot must not allow the erection of any "for sale" or "for lease" or similar boards on the Common Property or their Lot.
- 34.4 Notwithstanding anything else contained herein, a Proprietor or Occupier of a Lot must not install or permit the installation of venetians or vertical blinds to any part of the Lot.
- 34.5 Notwithstanding anything else contained herein, a Proprietor or Occupier of a Lot must not attach/affix/install or permit to attach, affix or install any type of window furnishing to any mullion, facade, spandrel, window frames on the Lot.
- 34.6 Without limiting the generality of the foregoing, the backing colour of any blinds, shades, awnings, window ventilators and other decorative fittings and fixtures visible from outside the Lot must be black and no other colour whatsoever. The approved blind colour scheme is as follows:

##### **Dark Scheme**

Quay Plus – Vivid (Block-out) Black Backing  
Netscreen – Charcoal

##### **Light Scheme**

Quay Plus – Storm (Block-out) Black Backing  
Netscreen – White/Grey

#### **35. Window tinting**

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- 35.1 A Proprietor or Occupier of a Lot must not allow any glazed portions of the Lot to be tinted or otherwise treated to change the visual characteristics of the original glazing.

#### **36. No painting, finishing, etc of external façade or Common Property**

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- 36.1 A Proprietor or Occupier of a Lot must not paint, finish or otherwise alter or interfere with the external façade or improvement forming part of the Common Property or the external faces of their Lot.

#### **37. Appearance of a Lot**

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- 37.1 A Proprietor or Occupier of a Lot must not hang or permit to be hung any clothes or other articles on any balcony/ rail/terrace or window on their Lot and/or on any landing, stairway or any other part of the Common Property.
- 37.2 A Proprietor or Occupier of a Lot may not without prior written consent of the Owners Corporation maintain within the Lot anything visible from outside of the Lot, that when viewed from outside the Lot is not in keeping with the rest of the Building.
- 37.3 Subject to Rule 37.13, a Proprietor or Occupier of a Lot must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony or terrace of their Lot.

- 37.4 A Proprietor or Occupier of a Lot must not allow any balcony or terrace which forms part of any Lot to become unkempt or unsightly and that when watering or cleaning to ensure minimal disturbance to Proprietors and Occupiers of other Lots.
- 37.5 Without the prior written consent of the Manager, a Proprietor or Occupier of a Lot must not allow any items to be bolted down on the balcony/terrace floor area of their Lot.
- 37.6 A Proprietor or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.
- 37.7 A Proprietor or Occupier of a Lot must ensure that all items on the balcony or terraces are always stored safely and securely and during periods of high winds, all items likely to be lifted by the wind are removed from the balcony or terraces so as to minimise the risk of injury to people and damage to property.
- 37.8 A Proprietor or Occupier must not operate or permit to be operated on the Lot or within it 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.
- 37.9 A Proprietor or Occupier must not attach to or hang from the exterior of the Lot any aerial or any security device or wires.
- 37.10 A Proprietor or Occupier must not install or operate or permit to be installed or operated any intruder alarm which emits an audible signal.
- 37.11 A Proprietor or Occupier must not install any external wireless television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.
- 37.12 A Proprietor or Occupier must not allow any glass walls or windows to be dirty or unclean which is visible from outside the Lot.
- 37.13 A Proprietor or Occupier of a Lot must not install covering to or cover up any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations (including being fire retardant) and be of a colour or material approved by the Owners Corporation and subject to any other conditions set by the Owners Corporation.
- 37.14 Notwithstanding anything else contained in this Rule 37, a Proprietor and Occupier acknowledges and agrees that it will promptly take all reasonable actions to comply with a direction from the Manager or Building Manager in relation to the appearance of the Lot.
- 37.15 A Proprietor or Occupier of a Lot must not place anything, including decorative items or stack store items or furniture higher than 500 mm below any fire sprinkler or within 500 mm from a fire sprinkler in any direction so as not to hinder its operation or the efficacy of its operation.
- 37.16 A Proprietor or Occupier of a Lot must not install any bamboo screening that can be viewed from the exterior of the Building.
- 37.17 A Proprietor or Occupier of a Lot must not hang or permit to be hung any clothes or other articles on any balcony/ rail/terrace or window on their Lot and/or on any landing, stairway or any other part of the Common Property.

## **38. Mail**

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- 38.1 A Proprietor or Occupier of a Lot must ensure that it keeps clear on each and every day its mail receiving box of all mail, leaflets, circulars, pamphlets, newspaper, advertising materials or other objects and must arrange for all such required clearance by other persons should a Proprietor or Occupier of a Lot be absent for any reason for any period of more than 2 days. This requirement may be temporarily waived upon request made to the Manager in writing not less than seven (7) days prior to the date or dates for which such waiver is required.

## **39. Compliance with rules by invitees**

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- 39.1 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Proprietor or Occupier comply with these Rules.
- 39.2 A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these Rules.

## **40. Building works**

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- 40.1 A Proprietor or Occupier of a Lot must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:
  - (a) The Proprietor or Occupier of a Lot must enter into a 'Building Works Agreement' with the Owners Corporation which details the conditions to apply with respect to the works to be undertaken, including:
    - (i) adherence to these Rules;
    - (ii) carrying out a dilapidation survey (which may involve inspection of the area prior to commencement and also at completion of works);
    - (iii) accepted hours for works to be undertaken;
    - (iv) working access and also materials access;
    - (v) use of lifts;
    - (vi) indemnifying the Owners Corporation against damage, possible claims which may arise as a result of the works undertaken (except to the extent that such damage or claims are caused by the Owners Corporation or the Manager); and
    - (vii) payment of a reasonable bond as security.
  - (b) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
  - (c) the Proprietor or Occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors and Occupiers.
- 40.2 The Proprietor or Occupier of a Lot must not proceed with any such works until the Proprietor or Occupier:
  - (a) submits to the Owners Corporation plans and specifications of all works proposed by the Proprietor or Occupier, regardless of whether the proposed works affect the external appearance of the Building or any of the Common Property or affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
  - (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation and its consultants to be reasonably satisfied that those proposed works accord with the requirements of Rule 40.2 (a), do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
  - (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the

reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner and/or consultants engaged by the Owners Corporation to consider and advise the Owners Corporation of such plans and specifications) be paid by the Proprietor and such approval will not be effective until such costs have been paid.

- 40.3 The Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier of a Lot and the Proprietor's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation or Manager or Building Manager concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main entrance and/or lobby 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 such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- 40.4 Without limiting the generality of Rule 40.3, the Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier of a Lot and the Proprietor's or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
  - (a) building materials must not be stacked or stored on Common Property without the prior written consent of the Manager.
  - (b) scaffolding must not be erected on the Common Property or the exterior of the Building without the prior written consent of the Owners Corporation;
  - (c) construction work must comply with all laws of the relevant Government Agencies;
  - (d) the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
  - (e) without the prior consent of the Owners Corporation, construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.
- 40.5 Before any of the Proprietor's or Occupier's works commence the Proprietor or Occupier must:
  - (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation;
  - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
  - (c) pay such reasonable costs as per Rule 40.2 (c) to the Owners Corporation; and
  - (d) sign a form of indemnity in a form reasonably required by the Owners Corporation to indemnify the Owners Corporation against any damage which may be sustained to the Common Property or any injury which may occur to any person as a result of works being undertaken, except to the extent such damage or loss is sustained as a result of the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.
- 40.6 The Proprietor or Occupier must ensure that they do not access other Lots on the Plan or the Common Property for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor or Occupier of the relevant Lot or of the Owners Corporation in the case of the Common Property.
- 40.7 The Proprietor or Occupier of a Lot must promptly make good all damage to, and dirtying of, the Building, the Common Property, the services thereof or any fixtures fittings and finishes which are caused by such works. If the Proprietor or Occupier fails to promptly make good such damage after being given notice to do so, the Owners Corporation may make good the damage and clean the Common Property, and in that event the

Proprietor or Occupier must pay the Owners Corporation's costs incurred in making good the damage or cleaning the Common Property.

- 40.8 A Proprietor or Occupier of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the Lot or floor space noise or odour likely to disturb the peaceful enjoyment of a Proprietor or Occupier of another Lot.

#### **41. Compliance with laws**

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- 41.1 A Proprietor or Occupier of a Lot must at the Proprietor's or Occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notice or order of any governmental authority.
- 41.2 A Proprietor or Occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Proprietor, Occupier of a Lot or their agents or invitees.

#### **42. Conduct of meeting**

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- 42.1 The conduct of meetings of the Owners Corporation must be regulated in accordance with the Act and the *Owners Corporation Regulations 2007*.

#### **43. Recovery of Owners Corporation contribution fees/legal costs**

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- 43.1 The Proprietor must pay within 14 days after demand by the Owners Corporation all reasonable and proper legal costs which the Owners Corporation pays, incurs or expends in consequence of any default by the Proprietor in the performance or observance of any term, covenant or condition contained in these Rules including but not limited to recovery of Owners Corporation contribution fees.

#### **44. Penalty interest**

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- 44.1 Where applicable, the Owners Corporation will charge to a Proprietor or Occupier penalty interest on amounts which are overdue and not paid within 14 days after demand at the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*.

#### **45. Use of appurtenances/apparatus**

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- 45.1 A Proprietor or Occupier of a Lot must not:
- (a) use any toilets, pipes and drains, for any other purpose other than those which they were constructed;
  - (b) sweep or dispose of rubbish or other unsuitable substances into them.
- 45.2 Any costs or expenses resulting from any damage or blockage caused by a breach of this Rule must be borne by the Proprietor or Occupier found to be responsible for the damage or blockage. If the Occupier responsible for the breach of this rule does not pay the resulting costs or expenses, then the Proprietor will be held responsible for payment.

#### **46. No trade or business**

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- 46.1 The Proprietor or Occupier of a Lot (other than a Commercial Lot) must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.
- 46.2 The Proprietor or Occupier of a Commercial Lot may carry on a trade or business from the relevant Commercial Lot, provided:

- (a) the planning scheme governing the use of that Commercial Lot permits that trade or business to be carried on from that Commercial Lot;
- (b) any requirements in respect of the trade or business stipulated by any Government Agency from time to time are complied with; and
- (c) the trade or business can be carried on and is carried on without causing undue nuisance to the Proprietors and Occupiers of other Lots and is otherwise in accordance with these Rules.

46.3 The Proprietor or Occupier of a Commercial Lot can have a liquor licence.

For the avoidance of doubt, the term ‘trade or business’ shall include, but not be limited to, short term rentals arranged through “Airbnb”, “Stayz” or similar sites.

## 47. Private barbeques

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47.1 A Proprietor or Occupier of an Apartment Lot must consider smells permeating through the Building and exercise courtesy to their neighbours when using a barbeque on their Lot balcony/terrace.

## 48. Signage licence

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48.1 A Proprietor or Occupier of a Commercial Lot may erect or fix a sign or notice to the Commercial Lot which is associated with the business carried out from that particular Commercial Lot provided the Proprietor or Occupier has obtained:

- (a) the necessary authority consents;
- (b) the written consent of the base building architect, such consent not to be unreasonably withheld;
- (c) the written consent of the Owners Corporation, such consent not to be unreasonably withheld; and
- (d) compliance with the signage guidelines

## 49. Wind

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49.1 A Proprietor or Occupier of an Apartment Lot must ensure that prior to departing their Apartment Lot and for so long as their Apartment Lot is not occupied by a responsible adult that all doors (including doors to balconies/terraces) and windows are tightly closed, to minimise the likelihood of risk and damage to surrounding people or property. During periods of high winds, all loose items are also to be removed from those balconies/terraces.

49.2 During periods of high winds, a Proprietor or Occupier of an Apartment Lot must ensure that all doors and windows are tightly closed, including balcony doors to minimise the likelihood of risk and damage to property or the Building or injury to persons.

## 50. Swimming Pool Area

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50.1 A Proprietor or Occupier of an Apartment Lot must observe this Rule 50 in relation to use of the swimming pool area (“**Swimming Pool Area**”) and ensure that any invitees of the Proprietor or Occupier of an Apartment Lot use the Swimming Pool Area in accordance with the following rules:

- (a) the hours of the Swimming Pool Area are 8:00am to 9:00pm or any other time specified by the Owners Corporation from time to time.
- (b) children under the age of 15 years must be supervised by an adult at all times;
- (c) glass objects, drinking glasses and sharp objects are not permitted;

- (d) alcohol, food and drinks are strictly prohibited;
- (e) guests must be accompanied at all times by an Occupier or Proprietor of an Apartment Lot. A maximum of three (3) guests only per Apartment Lot is permitted at any one time;
- (f) smoking is not permitted;
- (g) all users must shower and be clean before entering the swimming pool or the spa;
- (h) jumping, diving, running, ball games, noisy or hazardous activities are not permitted;
- (i) spitting is not permitted;
- (j) the hours of use of the Swimming Pool Area are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (k) all users of the Swimming Pool Area must dry off before leaving the Swimming Pool Area;
- (l) footwear must be worn to and from the Swimming Pool Area;
- (m) appropriate attire must be worn at all times. Nude bathing is prohibited and females must not go topless;
- (n) all users of the Swimming Pool Area do so at their own risk;
- (o) no loud music in the Swimming Pool Area is permitted;
- (p) inappropriate behaviour and/or language and/or lewd/sexual acts is not permitted in the Swimming Pool Area;
- (q) no animals are permitted in the Swimming Pool Area. However, an animal that assists a person with an impairment or disability is permitted;
- (r) must not conduct group exercise sessions/activities without the prior written approval of the Owners Corporation;
- (s) no parties are permitted in the Swimming Pool area unless without the prior written approval of the Owners Corporation.
- (t) all users must leave the area clean and tidy;
- (u) any other Rules approved by the Owners Corporation from time to time;

## **51. Breach of these Rules**

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- 51.1 Notwithstanding anything else contained herein, if the Proprietor or Occupier breaches any of the Rules contained herein, it acknowledges and agrees that it will:
  - (a) do all things; or
  - (b) cease doing such things; or
  - (c) comply with such reasonable requests made by the Manager or Building Manager, to remedy such breach without delay.
- 51.2 Where the Proprietor or Occupier breaches a Rule which results in damage, fees or any costs of associated costs to the Owners Corporation, then the Proprietor or Occupier acknowledges and agrees that it will be

responsible for the cost of repairing or rectifying such breach (where appropriate) as soon as possible after it receives notification from the Manager or the Building Manager.

- 51.3 If the Proprietor or Occupier does not comply with its obligations pursuant to Rule 52.2 within a reasonable period, the Owners Corporation may do all such things necessary to rectify the breach and the Proprietor or the Occupier must pay the Owners Corporation its costs of attending to same within 14 days of receiving an invoice for such works or actions.
- 51.4 Where damages are insufficient or an inappropriate remedy for a breach of these Rules by the Proprietor or the Occupier, then the Proprietor or Occupier acknowledges and agrees that the Owners Corporation or the Manager or Building Manager acting on its behalf shall be entitled to apply to any court of competent jurisdiction for an injunction to prevent any breach or threatened breach of these Rules.

## 52. Health, Safety and Security

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- 52.1 A Proprietor or Occupier of a Lot must not use the Lot, or permit it to be used, so as to cause hazard to the health, safety and security of a Proprietor, Occupier, or user of another Lot.

## 53. Selling or Leasing Activities

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- 53.1 A Proprietor or Occupier of a Lot must ensure that any selling or leasing agent of the Proprietor's Lot does not place any exhibit or advertising sign or board:
  - (a) at the entry way to the Lot;
  - (b) in the Building;
  - (c) in or on the Common Property; or
  - (d) in front or at the back of the Building

without the prior written consent of the Manager (which consent may be withheld by the Manager in its absolute discretion).

- 53.2 A Proprietor or Occupier of a Commercial Lot must obtain the consent of the Owners Corporation (which consent may be provided in its absolute discretion) for sales agents and potential tenants and/or purchasers of the lots to access the Lots.
- 53.3 A Proprietor or Occupier of a Commercial Lot must adhere to the Signage Guidelines, as attached.

## 54. Special Rights

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- 54.1 Definitions

In this Rule:

**Developer** means Armadale Developments JV Pty Ltd ABN: 76 360 845 112 or any subsidiary or related entity of that company.

**Developer's Mortgagee** means any person or corporation who has taken from the Developer a mortgage or charge over any Lot and each of the successors in title to those persons or corporations.

- 54.2 Nothing in these Rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Proprietor or Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- (i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out any works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

- 54.3 Every Proprietor hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Proprietor and will ensure that its lessee/licensee does not prevent or hinder the Developer in any way.
- 54.4 The Owners Corporation must do all things reasonably required by the Developer to facilitate the efficient and economic completion of construction of the Lots and the Common Property by the Developer and sale and/or lease by the Developer of Lots and without limitation the Owners Corporation must for those purposes, within seven (7) days of a written request by the Developer, sign all necessary consents, authorities, permits or other such documents as may be required by the Developer and must close off from access by Proprietors and Occupiers parts of the Common Property when it is necessary to do so.
- 54.5 The Developer and any third party authorised by it under this Rule 54, or any party to which it assigns all or part of the benefits of its rights under this Rule 54 must not in exercising its right and entitlements under this Rule 54 which unduly restricts or limits the use of any Lot.

## **55. Dispute Resolution**

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- 55.1 The grievance procedure set out in this Rule applies to disputes involving a Proprietor, Manager, Occupier or the Owners Corporation.
- 55.2 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute in writing by the complainant.
- 55.3 If there is no grievance committee, the Owners Corporation must be notified in writing of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.

- 55.4 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.
- 55.5 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 55.6 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.
- 55.7 This process is separate from and does not limit any further action under Part 10 of the Act.

## 56. Special rules for the Commercial Lot

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- 56.1 Notwithstanding anything else contained in these Rules, the following Rules specifically apply in relation to the Commercial Lot and to the extent of any inconsistency with any other rule, this Rule 56 shall take precedence in relation to the Commercial Lots as the case may be.
- 56.2 Notwithstanding Rule 11.1, a Proprietor or Occupier of the Commercial Lot may install, maintain and operate on its Commercial Lot any air-conditioning or heating unit to service the Commercial Lot which meets all regulatory standards and which when operating, does not damage, affect or interfere with the operation of the Common Property such that it becomes a nuisance or emits noise, vibrations or odours which interfere with the quiet use and enjoyment of other Lots.
- 56.3 A Proprietor or Occupier of the Commercial Lot may move any article (including furniture and/or goods) in and out of the Commercial Lot at any time. If the Proprietor or Occupier is required to move any article (including furniture and/or goods) through Common Property, then Rule 18 applies.
- 56.4 A Proprietor or Occupier of the Commercial Lot must not make any Security Access Keys available to any customer, user, associate, staff or any person that may be directly or indirectly involved in, related to or arising out of the business, trade or enterprise of the Proprietor or Occupier of the Commercial Lot, unless the Proprietor or Occupier of the Commercial Lot has express written permission from the Building Manager. The Building Manager or the Owners Corporation has the authority to immediately cancel any and all Security Access Keys issued to the Proprietor or Occupier of the offending Commercial Lot if there is a breach of this Rule 56.4.
- 56.5 In addition to Rule 25, the Proprietor and Occupier of the Commercial Lot must ensure that all waste which may arise out of the business or trade of the Commercial Lot is disposed of in an appropriate manner, which may include without limitation:
  - (a) all cooking waste to be disposed of via a grease trap, of which the Proprietor or Occupier is responsible for the maintenance and disposal of on a regular basis;
  - (b) all used cooking oil to be disposed of in accordance with any permits or requirements of a Government Agency; and
  - (c) waste not to be dumped or placed in the waste area of the Common Property without the Building Manager's consent or supervision.
- 56.5.1 The Proprietor or Occupier of the Commercial Lot must ensure that any food preparation area within their Commercial Lot has an effective exhaust/ventilation system, which is to be reviewed by an Engineer with Certificates provided to the Owners Corporation, which include provision for removal of grease laden stems/excess heat, arrest/control of grease emission, prevention of deposits of grease/dirt on surrounding areas.
- 56.5.2 A Proprietor or Occupier of the Commercial Lot must ensure any and all cooking exhaust ducts within or part of the Commercial Lot's kitchen exhaust system is cleaned at a frequency recommended or required by law or by any Government Agency. The Proprietor or Occupier of the Commercial Lot must at all times maintain all safety aspects of their kitchen exhaust system including minimizing

grease build-up within the hood and all associated ducts. The Manager may also stipulate how frequent the cooking exhaust ducts must be cleaned. The evidence of any clean must be provided to the Manager upon request. The Engineer or Contractor may also stipulate cleaning procedures and frequencies to be adopted by Proprietor and enforced by the Owners Corporation.

- 56.6 Notwithstanding Rule 34.1, a Proprietor or Occupier of the Commercial Lot may erect or fix a sign or notice to the Commercial Lot which is associated with the business carried out from that particular Commercial Lot provided the Proprietor or Occupier has obtained:
  - (a) the necessary authority consents;
  - (b) follows the Commercial Fitout Manual;
  - (c) follows the Signage Specification Manual; and
  - (d) the written consent of the Owners Corporation, such consent not to be unreasonably withheld.
- 56.7 A Proprietor or Occupier of the Commercial Lot may not change any glazed portions of the Lot (or any Common Property adjacent to the Lot) to be tinted or otherwise treated to change the visual characteristics of the glazing.
- 56.8 A Proprietor or Occupier of the Commercial Lot may not paint, finish or otherwise alter the external façade or improvement forming part of the Common Property or their Commercial Lot.
- 56.9 A Proprietor or Occupier of the Commercial Lot may not without prior written consent of the Owners Corporation maintain inside the Lot anything visible from outside of the Lot, that when viewed from outside the Lot is not in keeping with the rest of the Building.
- 56.10 Notwithstanding Rule 37.10, a Proprietor or Occupier of the Commercial Lot may install or operate or permit to be installed or operated any intruder alarm which emits an audible signal, but must insure that any such installation has proper maintenance and attendance agreement in operation with a security service or any like organisation that monitors and attends to any alarms and can disable them expeditiously. In the absence of any such agreement, then the Proprietor or Occupier must obtain the Owners Corporations consent to the installation and operation of any alarm.
- 56.11 Notwithstanding Rule 46, the Proprietor or Occupier of the Commercial Lot may carry on a trade or business from the Commercial Lot, provided:
  - (a) the planning scheme governing the use of that Commercial Lot permits the trade or business to be carried on from that Commercial Lot;
  - (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
  - (c) the trade or business can be carried on and is carried on without causing undue nuisance to the Proprietors and Occupiers of other Lots and is otherwise in accordance with these Rules.
- 56.12 A Proprietor or Occupier of the Commercial Lot and its customer, user, associate, staff or any person that may be directly or indirectly involved in, related to or arising out of the business, trade or enterprise of the Proprietor or Occupier of the Commercial Lot, is not entitled to use any common property not designated to Owners Corporation 1 or 2, which includes resident amenities.
- 56.13 A Proprietor or Occupier of the Commercial Lot must follow not carry out fitout works without complying with Rule 40.

## **57. Common Facilities/Common Area**

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57.1 In relation to any common facilities/common areas not referred to in these Rules, a Proprietor or Occupier of a Lot must comply with the Rules of Use specified from time to time by the Owners Corporation, the Manager or the Building Manager.