

OWNERS CORPORATION RULES
Owners Corporation 1 & 2, Plan No PS647910A, 55-65 Islington St, Collingwood VIC 3066

1. Definitions

In these rules:

- (a) "Building" means the building constructed on the Land;
- (b) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (c) "Manager" means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (d) "Model Rules" means the Model Rules for an Owners Corporation pursuant to regulation 8 of the Owners Corporation Regulations 2007
- (e) "Occupier" means any person in occupation or possession of a lot or having a right to occupy or possess a lot but does not include a Registered Proprietor;
- (f) "Plan" means Plan of Subdivision No. **PS647910A**;
- (g) "Proprietor" means the registered proprietor of a lot;
- (h) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;
- (i) Unless the context otherwise requires –
 - (i) headings are for convenience only,
 - (ii) words importing a gender include any gender,
 - (iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,
 - (iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
 - (v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,
 - (vi) a reference to a Owners Corporation includes any elected committee of the Owners Corporation,
 - (vii) a reference to a thing includes part of that thing, and
 - (viii) as the context permits, the singular includes the plural and vice-versa;
- (j) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:

- (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
- (b) the structural and functional integrity of any part of the common property is impaired; or
- (c) the passage or provision of services through the lot or the common property is interfered with.

3. Behaviour by Proprietors and Occupiers

A Proprietor or Occupier of a lot must not:

- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (b) make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;
- (c) make or permit to be made noise from music or machinery which may be heard outside the Proprietor's or Occupier's lot between the hours of 9.00pm and 8:00am;
- (d) create any noise or behave in a manner likely to interfere with peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property;
- (e) obstruct the lawful use of common property by any person and without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays;
- (f) 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 and when visible from another lot or from common property must be clothed;
- (g) smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the Owners Corporation or its Manager may designate from time to time;
- (h) permit any child under the control of that Proprietor or Occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children; or
- (i) dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

4. Cleaning of a Lot

A Proprietor or Occupier of a lot must keep that lot clean and in good repair.

5. Damage to Common Property

A Proprietor or Occupier of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

6. Moving of Certain Articles

- (a) A Proprietor or Occupier of a lot must not move any article of furniture or any other article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- (b) A Proprietor or Occupier of a lot may only move any article of furniture or any other article likely to cause damage or obstruction through common property via the service lifts and in accordance with the directions of the Manager.
- (c) Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Proprietor or Occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The Proprietor or Occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.
- (d) Without limiting the generality of the foregoing rules 6(a) to (c), a Proprietor or Occupier of a lot may only move articles likely to cause damage through the car park lobby via the car park ramp.

7. Interference with Common Property

- (a) 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.
- (b) A Proprietor or Occupier of a lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.
- (c) A Proprietor or Occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.
- (d) A Proprietor or Occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.
- (e) A Proprietor or Occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation.
- (f) A Proprietor or Occupier of a lot must not enter any plant room without the consent of the Owners Corporation.

8. Security of Common Property

A Proprietor or Occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9. Notification of Defects

A Proprietor or Occupier of a lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

10. Compensation to Owners Corporation

The Proprietor or Occupier of a lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

11. Restricted Use of Common Property for Fire Control

The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:

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

A Proprietor and Occupier of a lot must abide by any actions taken by the Owners Corporation in accordance with this rule 11.

12. Security Keys

- (a) The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Proprietor.
- (b) A Proprietor of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a lot and must use all reasonable 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 Key to the Proprietor or the Owners Corporation.
- (c) A Proprietor or Occupier of a lot in possession of a Security Key must not without written consent from the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Proprietor or Occupier and is not disposed of otherwise than by returning it to the Proprietor or the Owners Corporation.
- (d) A Proprietor or Occupier of a lot must promptly notify the Owners Corporation if a Security Key issued to him is lost or destroyed.

13. Garbage

- (a) 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 that purpose.
- (b) A Proprietor or Occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (i) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;

- (ii) recyclable items including without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
- (iii) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property; and
- (iv) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. Consent of Owners Corporation

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that a Proprietor or Occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

15. Complaints and Applications

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

16. Vehicles on Common Property

- (a) A Proprietor or Occupier of a lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot, or in any place other than in a parking area specified by the Owners Corporation for such purpose by the Owners Corporation.
- (b) A Proprietor or Occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motorcycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.
- (c) A Proprietor or Occupier of a lot must not store any items in their car park other than a vehicle, motorcycle or trailer, unless approved by the Owners Corporation.

17. Storage of Bicycles

A Proprietor or Occupier of a lot must not:

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

18. Insurance Premiums

A Proprietor or Occupier of a lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

19. Fire Control

- (a) A Proprietor or Occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- (b) A Proprietor or Occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot and the Building

- (c) A Proprietor or Occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

20. Signs & Blinds

- (a) A Proprietor or Occupier of a lot must not without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the common property unless approved by the Owners Corporation.
- (b) A Proprietor or Occupier of a lot must not install or permit the installation of any window coverings other than "grey" backed blinds or venetians i.e. grey can only be seen from the exterior of the building, or such other window coverings permitted by the Owners Corporation from time to time.

21. Appearance of a Lot

Without limiting any other of these rules, a Proprietor or Occupier of a lot must not:

- (a) without prior written consent of the Owners Corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building;
- (b) install bars, screens or grilles other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation;
- (c) operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;
- (d) without the prior written consent of the Owners Corporation attach to or hang from the exterior of the lot any aerial or any security device or wires;
- (e) install or operate any intruder alarm which emits any audible signal;
- (f) allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- (g) install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
- (h) install any air conditioning unit in a lot other than in a place nominated by the Owners Corporation; or
- (i) install any pipes, wiring, cables or the like to the external face of the Building.

22. Painting, Finishing, Etc

A Proprietor or Occupier of a lot must not paint, finish or otherwise alter the external façade of the Building or any improvement forming part of the common property.

23. Clothes Drying and Appearance of a Lot

- (i) A Proprietor or Occupier of a lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the Owners Corporation.
- (ii) A proprietor or occupier of a lot must not affix any external blind or awning to the lot without the consent of the Owners Corporation.

24. Compliance with Rules by Invitees

- (a) A Proprietor or Occupier of a lot must take all reasonable steps to ensure that invitees of the Proprietor or Occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- (b) 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 any invitees of the lessee or licensee comply with these rules.

25. Compliance with Laws

- (a) A Proprietor or Occupier of a lot must at the Proprietor's or Occupier's own expense promptly comply with all laws relating to the lot including, with limitation, or any requirements, notices and orders of any governmental authority.
- (b) A Proprietor or Occupier of a lot must not use or permit a lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or Occupier of any lot or the families or visitors of any such member or Occupier.
- (c) A Proprietor or Occupier of a lot must grant to the Owners Corporation its servants and agents upon the member being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external façade of the Common Property.

26. Interference with Exclusive and Special Rights

- (a) A Proprietor or Occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.
- (b) A Proprietor or Occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under any building management agreement entered into from time to time.

27. Building Works

- (a) A Proprietor or Occupier of a lot must not undertake any building works within or about or relating to a Owners Corporation member's lot except in accordance with this Rule 27.
- (b) Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof.
- (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.
- (d) The Proprietor or Occupier of a lot must not proceed with any such works until the Proprietor or Occupier:
 - (i) submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor or Occupier which affect the external appearance of the Building or any of the common property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (ii) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable

the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;

- (iii) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the Proprietor or Occupier and such approval shall not be effective until such costs have been paid; and
 - (iv) pays such reasonable costs to the Owners Corporation;
- (e) The Proprietor or Occupier of a lot must ensure that the Proprietor or Occupier and the Proprietor or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building material or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.
- (f) The Proprietor or Occupier of a lot must ensure that the Proprietor or Occupier and the Proprietor or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (i) building materials must not be stacked or stored in the front side or rear of the Building;
 - (ii) scaffolding must not be erected on the common property or the exterior of the Building;
 - (iii) construction work must comply with all laws of the relevant Government Agencies;
 - (iv) the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state; and
 - (v) construction vehicles and construction worker's vehicles must not be brought into or parked in the common property.
- (g) Before any of the Proprietor or Occupier's works commence the Proprietor or the Occupier must:
- (i) 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; and
 - (ii) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
- (h) Access shall not be available to other lots on the Plan or common property on the Plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant lot or the Owners Corporation in the case of common property;
- (i) The Proprietor or Occupier of a lot shall immediately make good all damage to and dirtying of the Building, the common property, the services thereto or therein or any fixtures fittings or finishes which are caused by such works. If the Proprietor or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Proprietor or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event

the Proprietor or Occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;

- (j) The Proprietor or Occupier of a lot must forthwith make good any damage occasioned to the Building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) to reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

28. Conduct of Meeting

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

29. Selling and Leasing

A Proprietor or Occupier of a lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the Owners Corporation.

30. Use of Appurtenances

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

31. Infectious Diseases

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

32. Access to Lots

- (a) Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to:
 - (i) inspect the interior of any lot and test the electrical, gas or water installation or equipment therein;
 - (ii) trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner in cases where such leakage or defect is due to any act or default of the said lot owner or his or her invitees).
- (b) The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Proprietor or Occupier as is reasonable in the circumstances.

33. Recovery of Owners Corporation Contribution Fees/Legal/Costs

The member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client indemnity basis which the Owners Corporation pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of Owners Corporation contribution fees.

34. Penalty Interest

The Owners Corporation will charge penalty interest at the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*.

35. Pets and Animals

- (a) Subject to Rule 35(b) a Proprietor or an Occupier of a lot, is not permitted to bring or keep any pets or animals on the lot or common property, unless such pets are registered and approved by the Owner's Corporation.
- (b) A Proprietor or Occupier of a lot must not keep any animal on common property after being given written notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance or is endangering the safety and welfare of others.
- (c) A Proprietor or Occupier of a lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.
- (d) A Proprietor or Occupier of a lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.
- (e) A Proprietor or Occupier of a lot must ensure that no animals are allowed in the garden or recreational areas, and must ensure that animals enter and leave the property through the carpark entrance or fire stairs and not through the main entrance lobby unless carried.

36. Rain Water Collection and Distribution (RWC&D)

- (a) The Vendor intends to install a RWC&D system, which will include a storage tank, pump and pipes.
- (b) The Owners Corporation shall set up and separately maintain an accounting of the capital and maintenance requirements of the RWC&D system.
- (c) In addition to any other fees and charges herein, the members with apartments connected to the RWC&D system shall contribute such amount as the Owners Corporation determines.

37. Green Power

The Owners Corporation shall use power provided through renewable energy resources from such power authority as it in its absolute discretion determines provides such power.

38. Storage Lots

- (a) The Proprietor or Occupier of a lot must: -
 - (i) ensure that no flammable or corrosive liquids are stored in the storage Lots;
 - (ii) ensure that the storage Lots are properly maintained and locked at all times;
 - (iii) refrain from using the storage Lots in a manner which may cause nuisance, damage or hazard to the adjoining Lots and or Common Property.
- (b) If the Proprietor or Occupier wants to install the Storage, they must obtain a written consent from the Manager or Owners Corporation.
- (c) If consent is granted, the Proprietor or Occupier of a lot must construct the Storage using the wire mesh fencing of Cyclone K.M. Products Pty Ltd or other comparable manufacturer with the following minimum specifications:
 - (i) 50 mm dia. bore galv. pipe corner posts.

- (ii) 40 mm dia. bore galv. pipe intermediate posts.
 - (iii) 32 mm dia. bore galv. pipe diagonal strainers.
 - (iv) 40 mm dia. bore galv. pipe gate frame.
 - (v) 45 mm x 2.5 mm black PVC coated Colour Mesh.
 - (vi) 2.0 mm PVC coated lacing wire.
 - (vii) 4.0 mm helicoil PVC coated cables.
- (d) Posts shall be spaced at maximum 4500 mm centres and provided with galv. Caps. PVC coated Colour Mesh shall be securely laced to framing with wire ties matching mesh material.

39. Recreational & BBQ Facility

- (a) A Proprietor or Occupier of a lot must observe the following rules in relation to the use of the recreational and BBQ Facility ensure that any invitees of the Proprietor do not use the area except in accordance with the following rules, or those as permitted by the Owners Corporation from time to time;
- (i) Children under the age of 16 must be supervised by an adult at all times.
 - (ii) Glass objects, drinking glasses and sharp objects are not permitted.
 - (iii) Alcohol and food are not permitted.
 - (iv) Smoking is not permitted.
 - (v) The recreational & BBQ Facility area is for use by residents and their guests. Guests must be accompanied by a resident at all times.
 - (vi) No running or boisterous behaviour is permitted in this area;
 - (vii) Suitable attire must be worn at all times.

40. Gymnasium

- (a) A Proprietor of a lot must observe the following rules in relation to the use of the gymnasium and ensure that any invitees of the Proprietor do not use the area except in accordance with the following rules, or those as permitted by the Owners Corporation from time to time;
- (i) Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium.
 - (ii) The gymnasium is for use by residents only.
 - (iii) Alcohol and food are not allowed in the gymnasium
 - (iv) Smoking is not permitted in the gymnasium.
 - (v) All users must carry a towel at all times and wipe down equipment after use.
 - (vi) Hours of use are Monday to Sunday 6.00 am to 10.00 pm only.
 - (vii) Suitable footwear must be worn to and from the gymnasium and, whilst in the gymnasium, socks and gym shoes are to be worn at all times.
 - (viii) Suitable clothing (excluding swimwear) is to be worn whilst in the gymnasium.
 - (ix) All users must be inducted prior to using the gymnasium.
 - (x) All users of the gymnasium do so at their own risk.
 - (xi) No music, other than that permitted by the Owners Corporation is allowed in the gymnasium.

41. Mail, Newspaper Deliveries & Letter Boxes

- (a) The Proprietor or Occupier of a lot must not adhere any "NO JUNK MAIL" signs or words to that effect unless it is in a form approved by the Owners Corporation.
- (b) The Proprietor or Occupier of a lot must not fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should a member or members be absent for any reason whatsoever for any period exceeding twenty four (48) hours. This requirement may be waived entirely by the Owners Corporation provided that any such waiver is obtained from the Manager in writing not less than seven (7) days before the date or dates for which the waiver is required.
- (c) A Proprietor or Occupier of a lot must not have any newspaper delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed to by the Manager, in a designated area.
- (d) A proprietor or occupier of a lot in breach of this rule 41 is responsible for all costs incurred by the Owners Corporation as a result of the breach.

42. Parking and Car Stackers

- (i) A Proprietor or Occupier of a lot acknowledges that the streets surrounding the Building have limited on-street parking, that residential parking permits will not be issued by Council, that parking restrictions may change from time to time and that any parking management plan will be acknowledged.
- (ii) Each member lot within Owners Corporation number 2 is allocated the use of one car space per lot only within the car stacker and must use the car stacker in accordance with the manufacturer's requirements and all directions of the Owners Corporation.
- (iii) A Member or Occupier of a lot that is party to a car park licence with the Owners Corporation must not:
 - a. transfer that car park licence or allow any other person to use the car park other than by using the approved form of deed of novation from time to time, a copy of which is available from the Owners Corporation; and
 - b. allow any person to use or otherwise permit the use of any car park in a car stacker without a valid car park licence or approved form deed of novation sealed by the Owners Corporation.

43. Model Rules

The Model Rules do not apply to the Owners Corporation.

44. Dispute Resolution

- (a) The grievance procedure set out in this rule applies to disputes involving a Proprietor, Occupier, Manager or the Owner's 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 *Owners Corporations Act 2006*.