

# OWNERS CORPORATION PLAN OF SUBDIVISION NO.1 PS727815Y

## PRIME TOWER APARTMENTS

### 47 CLAREMONT STREET, SOUTH YARRA

#### RULES

#### 1. Health, safety and security

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

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
- (1) use or permit any lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;
  - (2) move any article likely to cause
  - (3) damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;
  - (4) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation;
  - (5) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;
  - (6) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;
  - (7) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
  - (8) throw objects or allow objects to fall from a lot or the Common Property; or
  - (9) exceed the floor loadings for the Lot.
- (b) An Owner or Occupier must:
- (1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and
  - (2) lock the windows and external doors of the Lot when the Lot is unoccupied.
- (c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:
- (1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;
  - (2) the security system may, at the discretion of the Owners Corporation, include:
    - (A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;
    - (B) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;
    - (C) the right to enter upon any part of the Development to maintain its security;
    - (D) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
    - (E) that parts of the Common Property are secured against entry; and
    - (F) security patrols, locks and other security devices or procedures to implement or operate it; and
  - (3) the Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a lot) arising because:
    - (A) the security system is not operating; or
    - (B) the security system fails to operate as intended.

## 1.2 Infectious diseases

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

## 1.3 Storage of flammable liquids and other dangerous substances and materials

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

- (a) store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;
- (b) store or accumulate in or on any lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or
- (c) store or accumulate in or on a lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

but this rule does not apply to:

- (d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
- (e) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## 2. Management and administration

### 2.1 Management and administration of Common Property and Services

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

### 2.2 Functions of Manager

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

### 2.3 Repair and maintenance of Common Property and Services

- (a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:
  - (1) any support or shelter provided by the Lot or the Common Property for any

other lot or the Common Property is interfered with;

- (2) the structural and functional integrity of any part of the Common Property or any other lot is impaired; or
  - (3) the passage or provision of Services through the Lot or the Common Property or any other lot is interfered with.
- (b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.
  - (c) An Owner or Occupier must:
    - (1) not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it;
    - (2) direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

## 2.4 Apportioning of cost of Services

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

## 2.5 Breach of the Rules or Rules of Use

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

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

#### **3.1 Use of Common Property**

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
- (1) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
  - (2) use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;
  - (3) without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;
  - (4) do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;
  - (5) keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);
  - (6) fail to remove an animal that is the subject of a notice under sub-rule (5);
  - (7) hold or permit to be held any auction sale in a lot or on the Common Property;
  - (8) allow a bicycle to be stored anywhere (including in a lot) other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or
  - (9) bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property designated by the Owners Corporation or its Manager from time to time.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests

use the Services strictly under the Rules of Use.

#### **3.2 Vehicles and parking on Common Property**

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

- (a) use or permit to be used any part of a Car Space other than to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;
- (b) use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any vehicle;
- (c) unless in the case of an emergency, park or leave a vehicle or permit a vehicle:
  - (1) to be parked in parking spaces which are part of lots other than a Car Space or parking spaces situated on Common Property and allocated for other lots; or
  - (2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot or part of a lot or a parking space; or
  - (3) to be parked or left in any place other than in a parking space,  
  
but this sub-rule does not prevent a Guest from using a parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager;
- (d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking; or
- (e) load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

#### **3.3 Damage to common property**

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

- (a) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;
- (b) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or
- (c) without obtaining the prior written approval of the Owners Corporation, mark, paint, drive nails, screws or otherwise deface or damage

a structure that forms part of the Common Property.

and place the Owner's or Occupier's garbage or refuse for collection under the hygiene regulations of the City of Stonnington that apply from time to time;

### 3.4 Use of equipment, Services and amenities on Common Property

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

- (a) use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;
- (b) without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners Corporation or use the article for other than its intended use;
- (c) without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;
- (d) modify any air conditioning, heating or ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Area without the prior written consent of the Owners Corporation; or
- (f) install a covering to any Storage Area which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

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

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

### 3.6 Deposit of rubbish and other material on Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
  - (1) store or keep waste or garbage other than in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or
  - (2) leave any rubbish or other materials on the Common Property.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:
  - (1) keep all garbage and refuse within the Lot in tidy and secure containers

- (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
- (3) appropriately contain and wrap all wet garbage to prevent spillage;
- (4) ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;
- (5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
- (6) dispose of rubbish properly and recycle it where appropriate.

## 4. Lots

### 4.1 Use of lots

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

- (a) comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;
- (b) use the Lot only for residential purposes as permitted under the City of Stonnington Planning Scheme;
- (c) not use a Car Space other than for storage in a Storage Space or parking of vehicles;
- (d) not waste water;
- (e) not misuse plumbing and electrical apparatus;
- (f) keep the Lot clean, free of vermin and in good repair;
- (g) keep all balconies clean, tidy and well maintained;
- (h) keep the Car Space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;
- (i) clear each day the contents of the Lot's mail receiving box;

- (j) promptly replace any broken or cracked glass in a Lot; and
- (k) not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation.
- (l) not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on or over any balconies or terraces forming part of any lot.
- (m) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any lot.
- (n) not do anything to damage, pierce, drive, nails, screw or otherwise deface or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.

#### 4.2 Change of use of lots

An Owner or Occupier of a Lot must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

#### 4.3 Leasing of a lot

To ensure that the living standards, safety and security of the Building are maintained by and for all residents, these Rules, in addition to all others, shall apply in regard to leasing (renting) or occupancy of Lots by non-owners:

- (a) An Owner may not lease, licence or grant any other occupancy rights to an Occupier of a Lot for a term of less than six (6) months. An Owner must first obtain the approval of the Owners Corporation Manager to that occupancy, which consent will not be unreasonably withheld.
- (b) An Owner must exercise a high degree of caution and responsibility in making a Proximity Device available for use by an Occupier of a Lot, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Proximity Device to the Owner upon expiry of the Occupier's lease or licence.
- (c) Without evidence of a written authority signed by the relevant Owner or the Owner's agent, Building Management may prevent personal access and entry (or exit) of goods by non-owners.
- (d) An Owner of a Lot, which is subject to a lease or licence must procure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or licence agreement. An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee.

#### 4.4 External appearance of lots

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

- (a) install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;
- (b) allow any balcony or terrace area which forms part of any Lot to be unkempt or unsightly and, when cleaning, cause other than minimal disturbance to other Owners and Occupiers;
- (c) make structural alterations to a lot without the written consent of the Owners Corporation;
- (d) display any placard, advertisement or sign in or upon the Lot or upon the Common Property whatsoever (this rule includes home offices);
- (e) display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot whatsoever (this rule includes home offices);
- (f) permit any signage advertising a lot for sale or lease on a lot or Common Property;
- (g) install basketball hoops or similar devices on a Lot or the Common Property;
- (h) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;
- (i) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or treated; or
- (j) paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot or the Common Property.

#### 4.5 Window furnishings

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

#### 4.6 Car Stackers

- (a) The Owner of a Stacker Lot is the owner of the Car Stacker even though its supports are located and affixed in any Common Area or a lot or part of a lot below the Stacker Lot.
- (b) The Owners Corporation will maintain, repair and replace all Car Stackers for all Owners of Stacker Lots.
- (c) The Owners Corporation will do all things reasonably required to ensure that all Car Stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement.
- (d) The Owners Corporation will replace a Car Stacker when the Owners Corporation decides the Car Stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.

- (e) An Owner of a Stacker Lot must obtain and maintain:
  - (1) public liability insurance for the Car Stacker, and
  - (2) insurance for the Car Stacker against damage and destruction.
- (f) An Owner or Occupier is not able to use a Car Space when the Car Stacker is being maintained, repaired or replaced.
- (g) An Owner of a Stacker Lot must ensure that any vehicle is removed from the Car Stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the Car Stacker.
- (h) The Owner of a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Owner's failure to observe rule 4.6(g).
- (i) An Owner of a Car Space beneath a Stacker Lot must ensure that any vehicle is removed from that Car Space when requested by the Owners Corporation for any scheduled, unexpected or emergency maintenance, repair or replacement of a Car Stacker.
- (j) An Owner of a Car Space beneath a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Owner's failure to observe rule 4.6(i).
- (k) The Owners Corporation is not liable for, and the Owner of a Stacker Lot releases and indemnifies the Owner's Corporation from and against the failure of the Car Stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances events.
- (l) Each Owner must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a Car Stacker caused by the Owner, the Occupier, the Guest of an Owner or Occupier and any third party; to the extent that the loss, damage or cost is not recoverable from the Owners Corporation's insurer.

#### 4.7 Payment for Car Stacker Services

- (a) Each Owner must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by the number of Stacker Lots:
  - (1) under Rules 4.6(a) to (f) inclusive;
  - (2) All operational costs required to operate the Car Stackers;

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

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

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

#### 4.8 Car Stacker use

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

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

#### 4.9 Lots not properly maintained

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

## **5. Works**

### **5.1 Works Requirements**

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

- (a) the Works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and
- (b) the Works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers;

### **5.2 Requirements before proceeding with Works**

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

- (a) submits to the Owners Corporation plans and specifications of any Works proposed by the Owner which affect the external appearance of the Development or any of the lots or Common Property or which affect the Development's structure or Services or the fire or acoustic ratings of any component of the Development;
- (b) supplies to the Owners Corporation any further particulars of those proposed Works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;
- (c) receives written approval for those Works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner; and
- (d) pays the reasonable costs referred to in (c) to the Owners Corporation.

### **5.3 Directions and Supervision**

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

the employees, agents and contractors are supervised in carrying out the Works to minimise any damage to or dirtying of the Common Property and Services.

### **5.4 Contractors or tradespersons only to use designated areas**

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

### **5.5 Owner to make good damage**

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

### **5.6 Times for work on or in lots**

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

- (a) permit any tradesman, contractor or other person carrying out any Works to be on or in the Lot or the Common Property:
  - (1) on any public holiday or a Sunday; or
  - (2) before 7.00 am or after 6.00 pm Monday to Friday; or
  - (3) before 9.00 am or after 6.00 pm on a Saturday;except in the case of an emergency which includes:
  - (A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
  - (B) a leak or similar problem requiring prompt attention; or
  - (C) cracking or a similar problem likely to affect the immediate safety of the building in which the Lot is situated.

## **6. Behaviour of persons**

### **6.1 Behaviour of Owners, Occupiers and Guests on Common Property**

- (a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:
  - (1) unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common

Property but this rule does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made;

- (2) encourage birds by feeding them;
  - (3) consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto, the Common Property;
  - (4) use or allow to be used in or on the Common Property, skateboards, roller skates or roller blades;
  - (5) smoke in the stairwells, lifts, foyers or vehicle parking spaces or the parts of the Common Property the Owners Corporation or the Manager designates from time to time;
  - (6) dispose of cigarette butts, ash or any other rubbish over a balcony; or
  - (7) use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:
- (1) when on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;
  - (2) observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at his discretion of any statutory authority; and
  - (3) comply with the Rules and the Rules of Use.

## **6.2 Noise and other nuisance control**

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

- (a) use hammer drills or jack hammers in a lot between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or
- (b) make or allow to be made noise from music or machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 am.

## **7. Dispute resolution**

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

- (a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the Approved Form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the Act.

## **8. Notices**

### **8.1 Notice of damage to Common Property**

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

### **8.2 Notice of accidents or faults**

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

- (a) the water pipes, gas pipes, electrical fixtures or installations; and
- (b) any equipment or construction (including exit lights) required to ensure the safety of persons using the Common Property.

## **9. Emergency Procedures**

### **9.1 Fires and False Alarms**

The Owners Corporation Committee may issue a set of guidelines for fire and threat situations and may amend them from time to time. Any guidelines issued by the Owners Corporation Committee must be followed by all Owners and Occupiers.



## 9.2 Fire Fighting Equipment

- (a) Owners and Occupiers should ensure that all smoke alarms and other fire emergency equipment installed in their Lot is properly maintained and tested regularly, and back-up batteries are replaced when necessary.
- (b) A contractor nominated by Building Management will maintain the Building's smoke detection and sprinkler system and all essential safety services and device, subject to the requirements of the Residential Tenancies Act 1997 where applicable Owners and Occupiers must, upon receiving 24 hours notice, provide any such contractor with access to their Lot for the purpose of performing these maintenance activities.

## 9.3 General

- (a) If a Lot is rented, leased or loaned for any period of time, the Owner must make sure that a copy of these Rules is provided to the Occupier and that the Occupier agrees to be bound by them.
- (b) Owners and Occupiers must not interfere or tamper with any fire or emergency equipment other than using it in an emergency. Owners and Occupiers must not obstruct any fire stairs or fire escape.
- (c) Owners and Occupiers must comply with all statutory and other requirements, including those issued from time to time by Building Management or the Owners Corporation Committee, relating to fire and fire safety.
- (d) The door leading to the stairwells and Lots are fire resisting and self-closing. Owners and Occupiers must ensure that all doors close properly and under no circumstances are they to be wedged open. If they are wedged open during a fire, smoke may penetrate the stairwell and eliminate the effectiveness of this escape route.
- (e) Stairwells, electrical riser (service) cupboards and other service cupboards must not be used for any other purpose than that intended. They must not under any circumstances be used for the storage of goods, waste, cartons etc and stairwells must not be obstructed at any time.
- (f) To avoid false alarms and unnecessary call outs by the Metropolitan Fire Brigade or other emergency services Owners and Occupiers and guests must not:
  - (1) smoke in the Common Property;
  - (2) open the door to their Lot in non dangerous instances such as when smoke or fumes are released from burning food. Only windows should be used in these situations; or
  - (3) leave open a door to their Lot and the common property without the written consent of the Owners Corporation.

- (g) The cost of false alarm calls to the Metropolitan Fire Brigade or other emergency services will be at the expense of the Owner of the Lot from which the call is occasioned or of the Lot that is identified by Building Management as being responsible for the false alarm.
- (h) The Owners Corporation Manager or Building Management may take measures to ensure the security, and to preserve the safety of the Common Property and Lots affected by fire or other hazards and without limitation may:
  - (1) restrict the access to or use by Owners and Occupiers of any part of the Common Property;
  - (2) permit, to the exclusion of Owners and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
  - (3) restrict by means of key or other security device the access of the Owners and Occupiers of one level of the Building to any other level of the Building;
  - (4) remove any locking device attached to any item left in the common property (including but not limited to bicycles left in areas which are not designated for the storage of bicycles), and where possible notify the relevant Owner or Occupier of such removal; and
  - (5) remove any item left in the common property (including but not limited to bicycles left in areas which are not designated for the storage of bicycles) and where possible notify the relevant Owner or Occupier of such removal. If the item is not collected by the relevant Owner or Occupier the Owners Corporation Manager or Building Management may dispose of such item within 3 business days of its removal

## 9.4 Smoke Detectors

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

## 10. Use of the Amenities

- (a) The Owners Corporation Manager and/or the Owners Corporation Committee may resolve to make rules regulating the use and operation of the Amenities including but not limited to setting any fees, and engaging any contractor to manage and run the Amenities at hours to be determined by the Owners Corporation Manager in its absolute discretion.

- (b) The Owner or Occupier using the Amenities is responsible for the Owner and Occupier and his/her guests. The areas must be satisfactorily cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc) will be charged to the Owner or Occupier responsible.
- (c) Persons using the Amenities must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any other person lawfully using Common Property.
- (d) The management of the Amenities is in the absolute discretion of the Building Management, acting in the interests of all Owners and Occupiers.
- (e) The hours of use for the Amenities as notified by Building Management from time to time must be observed by all Owners or Occupiers using the Amenities.
- (f) All users of the Amenities do so at their own risk.
- (g) Improper use of the Amenities may result in bans/restrictions of use being imposed on the Owner and/or Occupier in the Owners Corporation's absolute discretion.

#### 11. Compliance and Owners Corporation Fees

- (a) Owners and Occupiers must ensure that their guests comply with these Rules.
- (b) Any Owner of a Lot which is the subject of a lease or licence must take all reasonable steps, including any action available under the lease or licence, to ensure that any lessee or licensee and any guests of that lessee or licensee complies with these Rules.
- (c) Owners and Occupiers must at their own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- (d) Owners and Occupiers must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- (e) Any breach of a Rule or regulation will entitle the Owners Corporation to issue proceedings and / or impose such fine or penalty as they deem appropriate from time to time as is advised to Owners and Occupiers.
- (f) An Owner shall on demand compensate the Owners Corporation in full in respect of any damage to the Common Property or property of the Owners Corporation caused by that Owner or the Owner's tenants, licensees or guests.
- (g) An Owner shall on demand pay all costs including legal costs of the Owners Corporation on a solicitor and own client indemnity basis incurred by the Owners Corporation as a result of any breach of any Rule.
- (h) Owners (jointly and severally) and Occupiers indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and/or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Owner, Occupier, or the Owner's lessee or licensee (or any of their agents, contractors, workers and guests) of these Rules. The indemnity or release will not merge or terminate as a result of an Owner not owning any

particular Lot anymore or an Occupier not occupying any Lot anymore.

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

#### 12. Moving into & Vacating the Building

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

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

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

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

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

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

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

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

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

#### 13. Definitions

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

**"Act"** means the *Owners Corporations Act 2006* (Vic);

**"Approved Form"** means the form prescribed under the *Owners Corporations Regulations 2007*;

**"Car Space"** means an Owner's Car Space Lot or that part of an Owner's lot as shown in the basement diagrams on the Plan of Subdivision;

"**Car Stacker**" means the mechanical car stacking machinery and associated equipment and its supports.

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

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

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

"**Lease**" includes rent, let and license the Lot or any part of it;

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

"**Manager**" means the building manager or the manager appointed by the Owners Corporation;

"**Occupier**" means a person who occupies a lot on the Plan of Subdivision;

"**Owner**" means an owner of a lot on the Plan of Subdivision;

"**Owners Corporation**" means Owners Corporations No 1 & 2 of the Plan of Subdivision as applicable;

"**Plan of Subdivision**" means Plan of Subdivision No PS727815Y;

"**Regulations**" means the Owners Corporations Regulations 2007 (Vic);

"**Rules**" means the rules in this document;

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

"**Services**" means the services, installations, facilities, plant or equipment provided to the Development;

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

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

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