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Document Identification	AL541062R
Number of Pages (excluding this cover sheet)	24
Document Assembled	02/04/2015 17:47

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Notification of making, amendment or revocation of owners corporation rules

AL541062R

 Section 142 *Owners Corporation Act 2006*


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Lodged by	Owners Corporation Management
Name	Andrew Yates
Phone	03 8638 1822
Address	20 Franklin Street, Melbourne Vic 3000
Reference	
Customer code	16976 X.
Owners corporation number	3
Plan number	PS633144U

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on

12 November 2014 (Resolution 4.11)

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

3 December 2014

 Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.

 ANDREW YATES AS
SECRETARY OF THE
OWNERS CORPORATION

The common seal of owners corporation number:

 20 Franklin St
Melb. Vic 3000

Plan number:

 was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

--

Lot owner

Full name	
Address	

Lot owner

Full name	
Address	

**For current information regarding owners corporation, please
obtain an owners corporation search report**

Land Victoria
570 Bourke Street
Melbourne VIC 3000
Telephone 03 8636 2010

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PRIMA TOWER OWNERS CORPORATION RULES

Owners Corporation 1 Plan No.PS633144U

Owners Corporation 2 Plan No.PS633144U

Owners Corporation 3 Plan No.PS633144U

Owners Corporation 5 Plan No.PS633144U

Owners Corporation 6 Plan No.PS633144U

Owners Corporation 7 Plan No.PS633144U

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1 DEFINITIONS AND INTERPRETATIONS

1.1 In the rules the following words have the following meanings:

Act means the Owners Corporation Act 2006 (as amended).

Building means the building on the Land situated 31-49 Queensbridge Street, Southbank

Building Manager means the person, firm or company appointed by the Owners Corporation to manage the Building.

Car Space means any area in the Building designated for use to park a motor vehicle.

Commercial Lot means those lots that are members of Owners Corporation 6 Plan No. PS633144U.

Common Property means the common property created on the Plan.

Cleaning Apparatus means the cleaning apparatus used for the purpose of cleaning and maintaining the outside of the building, including but not limited to structures and windows of the Building (if applicable).

Lift means any lift in the Building owned by the Owners Corporation.

Land means the whole of the land described in the Plan.

Lot or Lots means a lot or lots on the Plan.

Manager means a manager appointed in accordance with Section 119 of the Act.

Member means an owner of a Lot.

Occupier means a person who occupies a Lot, including their guests.

Owners Corporation means any Owners Corporation created under the Plan of Subdivision and includes any Manager who, or committee established under Part 5 of the Act that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of these Rules.

Plan means Plan of Subdivision No. PS633144U

Recreation Facilities means the facilities on Common Property as shown on the Plan, and more generally those facilities located on Levels 9 and 67.

Rules of Use means any directions, notices or rules of use made by the Building Manager or the Owners Corporation from time to time for the proper management and administration of the Common Property.

Security Key means key, swipe card or any other device to secure the Building or any part thereof, or to gain entry thereto.

Sky Lounge means the facilities on Common Property No. 7

Specified Sky Lounge Access Lots means lots 3601 to 3612 inclusive, 3701 to 3712 inclusive, 3801 to 3812 inclusive, 3901 to 3912 inclusive, 4001 to 4012 inclusive, 4101 to 4112 inclusive, 4201 to 4212 inclusive, 4301 to 4302 inclusive, 4401 to 4412 inclusive and 4512 to 4512 inclusive in the Plan.

Storage Space means the area designated for storage as shown on the Plan.

1.2 In these rules, unless the context indicates a contrary intention:

1.2.1 Words denoting any gender include all genders;

1.2.2 The singular number includes the plural and vice versa

1.2.3 A person includes their executors, administrators, successors, substitutes and assigns;

1.2.4 Words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;

1.2.5 Any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;

1.2.6 References to any legislation includes any legislation which amends or replaces that legislation;

1.2.7 For the purpose of Rule 1.1, any definition that is subsequently changed in the Act will have the meaning given to it by the Act;

1.2.8 Headings are included for convenience only and will not affect the interpretation of these rules and;

1.2.9 A reference to anything includes the whole or each part of it, and;

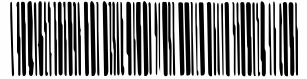
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2 USE OF COMMON PROPERTY AND LOTS

2.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 2.1.1 Use the Common Property or permit the Common Property to be used in such a manner as to unreasonable interfere with or prevent its use by other Member or Occupants of Lots or their families or visitors;**
- 2.1.2 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 for such purpose by the Owners Corporation;**
- 2.1.3 Wash any motor vehicle in a Lot or on Common Property;**
- 2.1.4 Use any part 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;**
- 2.1.5 Use or permit a Lot affected by the Owners Corporation to be used for any purpose which 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.**
- 2.1.6 Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation;**
- 2.1.7 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of 10:00pm and 8:00am, or at any other time in such a manner as to contravene rule 2.1.6 above;**
- 2.1.8 Damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the Common Property or use then for any purpose other than the purpose for which they are provided or properly available for;**
- 2.1.9 Enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Owners Corporation;**
- 2.1.10 Use any part of the Building, Lots or Common Property for a purpose other than the purpose for which it has been provided or for which it is properly available;**
- 2.1.11 Use or permit any person under his or her control to use roller blades, roller skates, scooters or a skateboard on the Common Property;**
- 2.1.12 Use or permit a Lot to be used other than for private residential or accommodation purposes, including no short term letting of apartments for less than 90 days, with the exception of any Commercial Lot;**
- 2.1.13 Provide access by any unauthorised person to the Common Property;**
- 2.1.14 Store any flammable liquid or chemical on any Lot or on any part of the Common Property (excluding any liquids, chemicals or other materials used in domestic use or in the fuel tank of a motor vehicle);**
- 2.1.15 Smoke on Common Property;**
- 2.1.16 Dispose of any cigarette butts or ash on to the Common Property or on to or over the balconies of Lots;**

- 2.1.17 Use or permit to be used in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan;
- 2.1.18 Hold or allow to be held in any Lot or on any part of the Common Property any sale or auction;
- 2.1.19 Place or leave any item on the Common Property so as to obstruct the Common Property or an entrance to a Member's Lot;
- 2.1.20 Store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent;
- 2.1.21 Smoke in any part of the Common Property without limitation in lifts, passageways, foyers and stairs on the Common Property;
- 2.1.22 Except in emergencies, to permit any trades people or work people to be on a Lot or the Common Property:
 - a) On a Saturday, Sunday or public holiday; or
 - b) Before 8.30am or after 5:30pm on any other day.
- 2.1.23 Install in any Lot a safe or other item of greater mass than 100kg when full of generating a floor loading greater than 150kg per square metre when full, without the consent of the Owners Corporation; and
- 2.1.24 Without the prior written consent of the Owners Corporation, remove (or use for any purpose not intended) any articles from the Common Property placed there by or at the direction of the Owners Corporation.
- 2.1.25 Use any method of heating, cooling or lighting and Lots other than those provided by the Owners Corporation.
- 2.2 A Member must and must ensure that the Occupier of a Member's Lot will:
 - 2.2.1 Properly maintain in a state of good and serviceable repair any part of the Lot that affects the outward appearance of the Lot or the use or enjoyment of other Lots or the common property; and
 - 2.2.2 Maintain any service that serves that Lot exclusively.

3 INTERFERENCE WITH FITTINGS, SERVICES OR FACILITIES

- 3.1 A Member must not, and ensure the Occupier of a Member's Lot does not:
 - 3.1.1 Obstruct windows, air vents, air-conditioning ducts, skylight or emergency exits in, or any other part of, the Common Property;
 - 3.1.2 Breach the fire regulations by installing unapproved dead locks or peep holes on any Lot or on the Common Property that would void the Owners Corporation's insurance policies;
 - 3.1.3 Cover or obstruct any lights, sky lights, windows or other means of illuminations of the Common Property or the Building;
 - 3.1.4 Do any act or thing which affects the working of the air-conditioning in the Building (including, without limitation, altering any thermostat or other control in the Building, the Common Property or in the Lots);



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- 3.1.5 Obstruct or in any way interfere with any building works necessary to complete construction of the Building and facilities comprised within the Plan including but in no way limited to on any Common Property;
- 3.1.6 Obstruct or in any way interfere with any fire appliance, cupboard, stairway or landing in the Building or permit any fire appliance, cupboard, stairway or landing in the Building to be obstructed; and
- 3.1.7 Do any act or thing to interfere with the fresh air supply, design and pressure equalization of the Building and must not place any obstruction or permanent door seal to the base of any apartment entry door.

4 APPEARANCE OF A LOT

- 4.1 A Member must not, and ensure the Occupier of a Member's Lot does not:
 - 4.1.1 Hang or place on any balcony or in any window of a Member's Lot or in or about the Common Property anything which adversely affects the outward appearance or state of repair of a Member's Lot or the Common Property or which may Otherwise affect the use and enjoyment of the Lots and Common Property of the Building by members or Occupiers;
 - 4.1.2 Hang or place any washing or wind chimes on or from any balcony or in or from any window;
 - 4.1.3 Use any balcony as a place of storage;
 - 4.1.4 Allow any item to be thrown off a balcony or out any window, and in the case that this rule is not adhered to, the Member or Occupier takes full responsibility for the liability of such action;
 - 4.1.5 Keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter;
 - 4.1.6 Keep or allow anything belonging to a Member or Occupier of a Member's Lot to be on any balcony or any part of the exterior of a Member's Lot after being given notice by the Owners Corporation to remove that thing after the Owners Corporation has resolved that the thing is causing a nuisance or adversely affected the use and enjoyment of the Building, Lots or Common Property by Members and Occupiers.
 - 4.1.7 Allow any garden, plant, balcony or open land forming part of the Lot to become unkempt, overgrown or unsightly;
 - 4.1.8 Without the prior written consent of the Owners Corporation which shall not be unreasonably withheld, install or place, or permit to remain installed or placed, any air-conditioning unit, fan, or other appliance in such a position as to be visible from outside the Member's Lot;
 - 4.1.9 Install or modify any external wireless, television aerial, satellite dish receiver, wiring, cables, pipes or other apparatus on or to a balcony or to the external façade of the Building;
 - 4.1.10 Operate a barbecue or similar cooking device other than in an open ventilated area or balcony of a Lot or otherwise in accordance with the directions of the Building Manager and, in all circumstances, must not operate any gas barbeque in any winter garden area of any apartment unless strictly in accordance with a specific approval granted and which barbeque shall fully comply with any engineering requirements related to reticulated gas,



sprinkler protection, exhaust ducting and flame shut-off valves. For the purposes of this rule, and without limiting the foregoing, under no circumstances shall an Member or Occupier of a Member's Lot operate a gas barbeque in a winter garden using a portable using a portable gas bottle;

- 4.1.11 Maintain inside a Lot anything visible from the outside of a Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
- 4.1.12 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;
- 4.1.13 Allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- 4.1.14 Operate or permit to be operated on the Lot, 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;
- 4.1.15 Install bars, screens, 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; and
- 4.1.16 Install an intruder alarm that emits an audible signal.

5 WINDOW FURNISHINGS

5.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 5.1.1 Install any curtains, awnings, window coverings or replacement blinds on the interior of any windows or doors in any Lot, which are visible externally unless the surface of such blinds that face directly face the outside of a Lot are either Sunscreen Roller Blinds (transparent mesh) – Colour White or Blackout Roller Blinds - Colour White, and are of the same or comparable quality and material and have otherwise been approved in writing by the Owners Corporation; and
- 5.1.2 Install any curtains or other coverings on the interior of any windows or doors in any Lot that are visible externally;

6 WASTE OR GARBAGE

6.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 6.1.1 Store or keep waste or garbage other than in the designated waste receptacles or waste disposal chutes within the Member's Lot or as otherwise directed by the Owners Corporation;
- 6.1.2 Put any waste in the waste receptacles or waste chutes within the Member's Lot or within Common Property that causes or is likely to cause a blockage.
- 6.1.3 Put any garbage or refuse anywhere on Common Property other than in garbage bins, garbage chutes or containers so designated by the Owners Corporation;
- 6.1.4 Put any type of waste or garbage in Owners Corporation garbage bins or containers other than the type of waste designated for those bins;
- 6.1.5 Put any waste or garbage in Owners Corporation bins or containers designated for use by members of the public;



- 6.1.6 Put any hard waste upon the Lot or the Common Property, without the prior written consent of the Owners Corporation;
- 6.1.7 Burn any rubbish or waste in or upon the Lot or the Common Property unless given written direction by the Building Manager or Owners Corporation; and
- 6.1.8 Throw, drop, or let fall any article or substance from or out of a Lot or the Common Property.

7 ALTERATIONS OF LOTS AND COMMON PROPERTY

7.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 7.1.1 Make any alteration, addition to, paint or decorate the exterior of a Member's Lot;
- 7.1.2 Carry out or permit to be carried out any building work (including but not limited to the removal of walls between Lots or the installation of cages in Storage Areas) unless:
 - a) At least 21 days' written notice of intention to carry out the work, accompanied by proper plans specifications of the work, has been given to the Owners Corporation by the Member who owns the Lot on which the work is proposed to be carried out;
 - b) The Owners Corporation gives its prior written approval of the work, which approval may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the cost of a building practitioner engaged by the Owners Corporation to consider such plans and specifications) of giving such approval including any additional costs incurred by the Owners Corporation in respect of extra work required to be undertaken by the Owners Corporation and the legal costs relating to the preparation of a Building Works Agreement if the Owners Corporation considers such agreement to be necessary, are to be paid by the Owner and such approval shall not be effective until such costs have been paid;
 - c) The work is carried out in accordance with such reasonable directions as the Owners Corporation may give;
 - d) Appropriate insurance is effected and maintained during the period of the building works to the satisfaction of the Owners Corporation, with evidence of such provided to the Owners Corporation;
 - e) The work is carried out by the contractor approved in writing by the Owners Corporation;
 - f) The Member signs an indemnity prepared by the Owners Corporation against all loss and damage caused directly or indirectly by the works;
 - g) The work complies with all laws; and
 - h) The work is carried out between 8:30am – 5:30pm Monday to Friday
 - i) The Owner shall make good immediately make good any damage to the Building, the Common Property, the services or any fixtures or fittings, which are caused by such works however failing this make good occurring to the satisfaction of the Owners Corporation, the Owners Corporation may make good in which case the Owner shall indemnify the Owners Corporation in making good such damage.



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- j) The work does not detract or interfere with in any way the external appearance of the Building nor interfere with the business of any Occupiers of the building rights granted to those Occupiers.

7.1.3 Make any alteration or addition to any part of the Common Property or to attach or place anything to or in any part of it; and

7.1.4 Make any alteration to a Member's Lot which may cause or result in any damage or deterioration to the Building or any other Lot or the Common Property or which may otherwise adversely affect the use and enjoyment of the Building or other Lots and the Common Property by other Members or Occupiers.

8 SECURITY

8.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

8.1.1 Reproduce any keys or access devices issued by the Owners Corporation for the Common Property;

8.1.2 Do anything which may adversely affect the security protection of the Building or any Lot or Common Property including allowing a person not being a Member's or Occupier's visitor or person authorized by the Owners Corporation to enter the Common Property;

8.1.3 Duplicate the Security Key or permit it to be duplicated without the written consent of the Owners Corporation; and

8.1.4 Keep or leave open or permit any security door or security gate or the door into any stairwell to be kept or left open for any purpose whatsoever.

8.2 A Member must and must ensure that the Occupier of a Member's Lot will:

8.2.1 Notify the Owners Corporation of the name and contact details of any person using a Security Key to access the Building, and also promptly notify the Owners Corporation if a Security Key is lost or destroyed.

8.2.2 Secure the Member's Lot when it is unoccupied and comply with the Owners Corporation's and the Building Manager's reasonable directions about the Building's security;

8.2.3 At the Member's cost replace any security key which is issued to the Member by the Owners Corporation or the Building Manager; and

8.2.4 Upon request account for all security keys issued to the Member by the Owners Corporation or the Building Manager.

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

8.4 The Owners Corporation has at its discretion the ability to limit the amount of Security Keys given to any one Lot.

9 CAR SPACE, MOTOR BIKES, BICYCLES, AND STORAGE SPACES

9.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

9.1.1 Except in the case where there is a designated storage space within a Car Space, use a Car Space for storage of any item outside of its intended use as a car parking facility;



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- 9.1.2 Use a Storage Space other than for storage of the Member's or Occupier's personal goods and materials;
- 9.1.3 Install or permit the installation of covering to any Storage Space other than as permitted by the Owners Corporation;
- 9.1.4 Permit oil leakages from any motor vehicle, trailer or motorcycle onto the Common Property and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the garage or other part of the Common Property after due notice has been given;
- 9.1.5 Store anything at heights greater than those reasonably advised by the Owners Corporation from time to time; and
- 9.1.6 Permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation or its agent for such purposes.
- 9.2 A Member must and must ensure that the Occupier of a Member's Lot will:
 - 9.2.1 Advise the Owners Corporation of the registration number of the motor vehicle to be parked in that Member's car park. Only the Member's designated motor vehicle can be parked at the Member's car park.
 - 9.2.2 Keep the Car Space clean and free of oil, coolant, brake fluid and water and permit The Owners Corporation to clean the Car Space (at the cost of the Owner) if the Member or Occupier fails to comply with its obligations under this Rule.
 - 9.2.3 Store all bicycles in the designated areas of the Common Property fitted with bicycle racks or other storage facilities and designated by the Manager or the Owners Corporation for that purpose;
 - 9.2.4 Not bring or move any bicycle into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property; and
 - 9.2.5 Only use the good lift for transportation of bicycles and designated bike paths in the Building for the use of bicycles.
 - 9.2.6 Store all motor bikes in the designated areas of the Common Property or other storage facilities and designated by the Manager or the Owners Corporation for that purpose; and
 - 9.2.7 Not bring or move any motor cycle into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property.
- 9.3 The lot owner will not hold the Owners Corporation responsible in any way in the event that a bicycle or motor cycle or any other equipment is stolen or damaged whilst stored on the Common Property.

10 PETS AND ANIMALS

- 10.1 A Member must not, and ensure the Occupier of a Member's Lot does not:
 - 10.1.1 Keep any animal within a Member's Lot without the prior written consent of the Owners Corporation;
 - 10.1.2 Bring or permit any person to bring any animal other than an animal approved by the Owners Corporation ("approved animal") into the Building;



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- 10.1.3 Exercise any animal on Common Property or allow any animal to roam free on Common Property and must remove any animal after the Building Manager has determined it is causing a nuisance;
- 10.1.4 Keep any animal on the Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.
- 10.2 In the case of an approved animal a Member must and must ensure that the Occupier of a Member's Lot will:
- 10.2.1 Provide the Owners Corporation with the microchip number
- 10.2.2 Provide the owners corporation with proof of registration with the local authority
- 10.2.3 Not keep any approved animal on a Lot balcony if its owner is not present;
- 10.2.4 Not fail to clean up animal faeces;
- 10.2.5 make good any damage caused to the common Property by the animal.

11 MOVING FURNITURE OR OTHER ITEMS

- 11.1 A Member must not, and ensure the Occupier of a Member's Lot does not:
- 11.1.1 Move furniture or other items likely to cause damage or obstruction through the Common Property or goods lift unless the Building Manager is given at least 48 hours prior notice and has approved the day and time of the proposed move and must not:
- a) Do so on a Sunday or public holiday;
 - b) Do so on a Saturday without paying the fee set by the Owners Corporation for any overtime attendance by the Building Manager or other personnel;
 - c) Permit any trades people to commence operations prior to making contact with the Building Manager;
 - d) Permit any furniture or other items to be brought into or out of the building other than via the goods lift or designated loading area;
 - e) Permit any vehicles to restrict access to the car park;
 - f) Permit any carriers to enter the Building other than via the designated area for goods delivery;
 - g) Conduct operations so as to unduly restrict access of other Members and Occupiers to lifts or lobbies or restrict access to fire escapes;
 - h) Place any furniture or other items in lifts other than as specified by the Building Manager and not until protective covers have been paced in the lift by the Building Manager;
 - i) Permit any furniture or other items to come into contact with the lift doors; or
 - j) Damage the common Property.
- 11.1.2 Occupiers will be liable to the Owners Corporation for any damage caused to the Building, goods lift or Common Property in the exercising of its rights in Rule 11.1 and will pay the



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costs or rectification of such damage or cleaning immediately after they have been notified. If any amount to be paid by an Occupier moving in or out is not paid within fourteen (14) days of the date moving (and the Occupier is not the Owner of the Lot), then the Owners Corporation may recover any amount owed from the Member of the Lot.

12 ACCIDENTS AND DEFECTS

12.1 A Member must and must ensure that the Occupier of a Member's Lot will:

12.1.1 Promptly notify the Owners Corporation and the Building Manager in writing of any accident occurring in the Building or on the Lots or Common Property or any defect in or damage to the Building, Lots or Common Property of which they become aware;

12.1.2 Promptly notify the Owners Corporation and the Building manager in writing of any breakage or defect in water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment of which they become aware; and

12.1.3 Compensate the Owners Corporation in respect of damage caused to the common Property or personal property vested in the Owners Corporation caused by that Member or its Occupier, guest or other invitee.

13 CLEANLINESS

13.1 A Member must and must ensure that the Occupier of a Member's Lot will:

13.1.1 Keep the Member's Lot clean and in good repair and condition; and

13.1.2 Take all reasonable steps to prevent infestation of the Member's Lot by vermin and insects.

14 SAFETY

14.1 A Member must and must ensure that the Occupier of a Member's Lot will:

14.1.1 Turn off all taps after use;

14.1.2 Turn off any gas appliances after use.

14.1.3 Ensure any vehicles, whether motorised or not, do not exceed 5km/hr whilst travelling along any Common Property

15 DIRECTIONS BY OWNERS CORPORATION

15.1 A Member must and must ensure that the Occupier of a Member's Lot will:

15.1.1 Obey all reasonable directions given by the Owners Corporation and the Building Manager in relation to the Common Property including, without limitation, for:

- a) The carriage of goods or furniture in lifts;
- b) The use of services and
- c) Rules of Use
- d) No smoking policies.

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16 DOORS AND WINDOWS

16.1 A Member must and must ensure that the Occupier of a Member's Lot will:

16.1.1 Replace all broken windows on balconies or terraces in a Member's Lot within 7 days for non-emergency repairs and immediately for repairs that may reasonably cause health and safety concerns.

16.1.2 Ensure that all external doors and windows are closed when the Member's Lot is not occupied;

17 EMERGENCIES

17.1 A Member must and must ensure that the Occupier of a Member's Lot will:

17.1.1 Participate in any emergency drill in the Building of which the Owners Corporation or Building Manager gives reasonable notice; and

17.1.2 Evacuate the Building immediately and in accordance with the directions of any representative of the Owners Corporation, Building Manager or any Emergency Services personnel when informed of an actual or suspected emergency.

18 CO-OPERATION

18.1 A Member must and must ensure that the Occupier of a Member's Lot will work with the Owners Corporation and the Manager to promote and ensure the proper and orderly working and operation of the Building, common facilities, Common Property and services contained therein.

19 FIRE SAFETY

19.1 A Member must and must ensure that the Occupier of a Member's Lot will:

19.1.1 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;

19.1.2 Ensure compliance with all statutory and other requirements relating to fire safety in respect of its Lot including allowing access to the Lot for inspection and maintenance of equipment and services (including range hood exhaust systems, smoke detectors and sprinkler systems); and

19.1.3 Ensure all smoke detectors installed in a Lot are properly maintained and tested and its batteries are replaced when necessary.

19.1.4 Ensure that any doors related to the lot, including but not limited to the front apartment door, comply with all relevant fire and safety Australian Standards.

20 SELLING OR LEASING ACTIVITIES

20.1 A Member must and must ensure that the Occupier of a Member's Lot will ensure that any selling or leasing agent of the Member's Lot does not place any exhibit or advertising sign or board at the entry way to the Lot, the Building, in common areas or on the footpath in front of the Building.

21 CONTROL OF COMMON PROPERTY

21.1 The Owners Corporation and the Building manager may close, lock or otherwise control the Common Property from time to time and may take all actions as they deem necessary or appropriate to prevent and prohibit that it considers in its absolute discretion undesirable from entering the Common Property.

22 WIND PRECAUTIONS

- 22.1 The Building is designed to withstand considerable wind velocity, but in order to ensure minimum effect or impact in the enjoyment of all Lots and the Common Property in times of high winds, a Member must and must ensure that the Occupier of a Member's Lot will:
- 22.1.1 Ensure that all windows and balcony doors and windows are firmly closed during periods of high winds;
- 22.1.2 Ensure that no loose items are left on balconies;
- 22.1.3 Ensure that no windows or terrace or balcony door is restrained or prevented from closing by any person or thing;
- 22.1.4 Observe and comply with any electronic warning and ensure that on leaving a Lot no window or balcony door is left unclosed;
- 22.1.5 Comply with wind management directions issued by the Owners Corporation and to promptly comply with any specific direction or request of the Building Manager from time to time in relation to closing of doors and windows;
- 22.1.6 Allow immediate or urgent access to a Member's Lot where the Building Manager becomes aware (by electronic door monitor or otherwise) that any door or window has been left open during high winds and the Building Manager determines that the doors and/or windows should be closed; and
- 22.1.7 Pay all costs and expenses of the Owners Corporation arising from any failure by a Member to comply with its obligations under Rule 22.

23 ADDRESS OF MEMBERS

- 23.1 Each Member must provide the Owners Corporation of an Australian postal address for service of documents and telephone number of the Member or if the Member is a company, the registered office of the company or if the member's lot is managed by a professional real-estate company the registered name of the real-estate company, address and phone number must be provided to the Owners Corporation.
- 23.2 Each Member must promptly inform the Owners Corporation of any change in the address and/or telephone number and/or the registered office as the case may be.

24 MEMBER'S MAIL

- 24.1 A Member must and must ensure that the occupier of a Member's Lot must not place any junk mail in any other Member's Lot or mail box of that Member's Lot.
- 24.2 A Member must and must ensure that the occupier of a Member's Lot regularly clears the mail box for that Member's Lot. If the mail box is located on Common Property and is not regularly cleared, a Member must allow and must cause the occupier of that Member's Lot to allow the Owners Corporation or the Building Manager to clear the mail box.

25 LEASE OF LOT

- 25.1 A Member who does not occupy its Lot must:
- 25.1.1 Provide to the Owners Corporation the name of the tenant occupying the Lot and the details of the person or company who is the Managing Agent of the Lot prior to the commencement of the tenancy;

25.1.2 Incorporate these rules in any lease, licence or other occupancy agreement granted over a Lot; and

25.1.3 Provide a copy of the rules of the Owners Corporation and a copy of all relevant building information to the tenant occupying its Lot.

25.1.4 Make reasonable attempts to ensure that the tenant occupying the Lot abides by the rules of the Owners Corporation

26 AIR CONDITIONING SYSTEM

26.1 Each Member must at its cost, maintain the air conditioning system situated within that Member's Lot or servicing that Member's Lot (where the air conditioning system is located elsewhere in the Building) in accordance with the manufacturer's instructions.

26.2 A Member or Occupier of a Lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.

27 ACCESS TO CLEANING APPARATUS

27.1 A Member must and must ensure that an Occupier of its Lots will at reasonable times and on reasonable prior written notice, allow the Owners Corporation and the Building Manager and their employees, agents and contractors access through its Lot to the cleaning apparatus to conduct cleaning and maintenance on the outside of the Building and Common Property.

27.2 The Owners Corporation, the Building Manager and their employees, agents and contractors in carrying out the cleaning and maintenance of the outside of the Building may:

27.2.1 Enter the Member's Lot (including any balcony);

27.2.2 Bring anything reasonably required for the purpose of cleaning and maintaining the outside of the Building onto the Lot or the balcony;

27.2.3 Enter the cleaning apparatus from the window or the balcony of the Lot for the purposes of cleaning and maintaining the outside of the Building; and

27.2.4 Enter the cleaning apparatus from the window or the balcony of the Lot for the purpose of conducting such repairs as may from time to time be required to the cleaning apparatus.

27.3 A Member must not interfere in any way with the cleaning apparatus.

27.4 The Owners Corporation and the Building Manager will ensure that as little inconvenience as possible to the Lot owner and any occupant of the Lot.

28 SIGNAGE (EXCLUDING COMMERCIAL LOT SIGNAGE)

28.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

28.1.1 Permit any placard, advertisement or signage in or upon the Member's Lot or upon the Common Property unless it obtains the prior written consent of the Owners Corporation and then only in accordance with the terms and conditions of that consent;

28.1.2 Permit any advertising material, logos, or sign writing to any external window or glazing or external solid façade of a Lot or the Building without obtaining the prior written consent of the Owners Corporation; and

28.1.3 Obstruct or otherwise interfere with lease, licence and other agreements entered into by or on behalf of the Owners Corporation relating to signage on the Common Property.

29 BREACH OF THE RULES OR RULES OF USE

29.1 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.

30 RECREATION FACILITIES

30.1 A Member must not and must ensure that the Occupier of a Member's Lot:

30.1.1 Does not use the Recreation Facilities otherwise than in accordance with the Rules of Use applicable to those facilities; and without limiting the generality of Rule 29, the Building Manager and the Owners Corporation may prevent any Member, Occupier who breach the applicable Rules of Use, from using the Recreation Facilities;

30.1.2 Does not cause any damage to any items within the Recreation Facilities and will be liable to the Owners Corporation for any damage caused and will pay the costs of rectification of such damage or related cleaning immediately after having been notified by the Owners Corporation;

30.1.3 Does not bring any breakable materials in to the Recreational Facilities that may cause harm to others

30.1.4 Engage in any sexual activities or inappropriate behaviour whilst using the Recreational Facilities.

30.2 A Member must and must ensure that the Occupier of a Member's Lot leaves the Recreational Facilities clean and tidy and in good working order after use.

31 CHANGING ROOMS

31.1 A Member must not and must ensure that the Occupier of a Member's Lot does not use the changing room for the purpose of taking their daily bath or shower.

32 GYMNASIUM

32.1 A Member must not and must ensure that the Occupier of a Member's Lot, does not use the Gymnasium except in accordance with this rule:

32.1.1 Allow any Children under the age of 14 to use the gymnasium at any time unless supervised by an adult at all times;

32.1.2 Allow anyone who is not an owner or resident to use the gymnasium;

32.1.3 Consume alcohol and food in the gymnasium;

32.1.4 Allow anyone to Smoke in the gymnasium;

32.1.5 Be without a towel whilst using the gymnasium;

32.1.6 Use the gymnasium outside the hours of set by the Owners Corporation from time to time;

32.1.7 Use any equipment that are unfamiliar prior to receiving an induction on the use of such equipment from a professional;



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- 32.1.8 Users of the gymnasium are not permitted to play their own music in the gym if it disturbs the other users;
- 32.1.9 Personal trainers may accompany an Owner or Occupiers only after they have registered with the Concierge, supplying documentation of appropriate professional indemnity insurance certifying, and signing a disclaimer notice in favour of the Owners Corporation indemnifying the Owners Corporation from any legal liabilities;
- 32.1.10 Use the Gymnasium as a means of training clients who are not residents of the building;

33 SWIMMING POOL

- 33.1 A Member must not and must ensure that the Occupier of a Member's Lot does not use any swimming pool within the Common Property that they are permitted to use except in accordance with this rule:
 - 33.1.1 any Children under the age of 14 must be supervised by an adult at all times;
 - 33.1.2 alcohol and food consumption are not permitted within the swimming pool area;
 - 33.1.3 smoking is prohibited within the swimming pool area;
 - 33.1.4 all pool users must shower before entering the pool, and dry off when leaving the pool area;
 - 33.1.5 hours of use are set by the Owners Corporation from time to time;
- 33.2 Suitable bathing attire and footwear must be worn at all times;
- 33.3 Jumping, diving, running, ball games, noisy or hazardous activities are not permitted in the swimming pool area;
- 33.4 All users of the swimming pool do so at their own risk and undertake to fully indemnify the Owners Corporation from any and all forms of legal liabilities whatsoever;
- 33.5 Guests to a maximum of two (2) guests per Lot are permitted only as long as other lot owner or occupiers' rights to the use of the swimming pool are not curtailed.

34 LOUNGE

- 34.1 Members and Occupiers may book the lounge or dining facility for within the times set by the Owners Corporation from time to time and subject to a fair use policy
- 34.2 The lounge or dining must be booked in advance, in writing to the Concierge or Building Manager using the forms provided.
- 34.3 The lounge or dining must be kept clean after use and all lights and air conditioning must be switched off after use, furniture and equipment must always be left in its original place
- 34.4 The lounge or dining must not be used for business seminars, or rented out to a third party or use to conduct any activity which may attract complaints or may be deemed inappropriate.
- 34.5 Wash all cutlery, utensils / dishes and clean the sink after use
- 34.6 Remove all consumables if any, that is stored in the fridge after use.
- 34.7 Report any breakage or missing items as soon as possible to the Building Manager.



34.8 Clean all spillage and stains if any

34.9 Reimburse the Owners Corporation for any breakage or damage caused to any items in the lounge or dining .

34.10 Report any breakage or missing items as soon as possible to the Building Manager.

35 Garden & BBQ Area

35.1 A Member must not and must ensure that the Occupier of a Member's Lot does not;

35.1.1 Running, ball playing, noisy or hazardous activity is not permitted;

35.1.2 Use the Garden and BBQ area so as to not cause unreasonable inconvenience, disturbance or disruption on the rights or enjoyment of other lot owners or occupiers of the Owners Corporation.

35.1.3 All lot owners and occupier must ensure that they and all invitees and visitors comply with the Conditions of Use of all BBQ equipment and ensure it is operated in a safe and responsible manner at all times;

35.2 A Member must and must ensure that the Occupier of a Member's Lot will ensure that any areas utilised are left in a clean, neat, tidy and presentable manner;

35.3 All users of the area do so at their own risk and undertake to fully indemnify the Owners Corporation from any and all forms of legal liabilities whatsoever.

36 COMMERCIAL LOT SIGNAGE

36.1 A Commercial Lot Member must not and must ensure that the Occupier of a Commercial Lot Member Lot does not erect any signage, advertising, directory board or other attachment to the exterior façade of the Lot or the Building without the prior written consent of the Owners Corporation; and

36.2 Members and Occupiers of Commercial Lots may only erect signage on the inner face of the Lot which reflects a sophisticated, stylish façade and in keeping with the finishes of the Building and only with the prior written consent of the Owners Corporation.

37 DISPUTE RESOLUTION PROCEDURES

37.1 The grievance procedure set out in this rule applies to disputes involving a Member, or an Occupier or the Owners Corporation.

37.2 The party making the complaint must prepare a written statement in the approved form and serve a copy of the complaint on the Manager, secretary or the chairperson of the Owners Corporation and if appropriate, on any other party involved.

37.3 The Owners Corporation must be represented ("OC Representatives") for all dispute resolution purposes by one or more of:-

37.3.1 The Manager; or

37.3.2 The grievance committee; or

37.3.3 The chairperson;

37.3.4 The OC Representatives shall be entitled to make decisions on behalf of the Owners Corporation for purposes of compliance with Part 10 of the Act. These rules evidence the

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resolution of the Owners Corporation to delegate power to the OC representatives for all purposes to enable operation of these rules and in accordance with the Act.

- 37.4 If the OC Representatives decide to take action in respect of any alleged breach of an obligation imposed under the Act or the Regulations or these rules ("Breach"), the OC Representatives must give 28 days' notice to rectify the Breach to the person who allegedly committed the Breach ("Respondent") in accordance with Section 155 of the Act ("S155 Notice"). A copy of the S155 Notice must be given to the Member and Occupier of the Lot.
- 37.5 If the Respondent does not rectify the Breach within 28 days after the date of the S155 notice then the OC representatives may decide to give a final notice stating that the Respondent must within 28 days after the date of such final notice rectify the breach in accordance with section 157 of the Act ("Final Notice").
- 37.6 The OC Representatives may decide to apply to VCAT for an order requiring rectification of the Breach if the Respondent fails to comply with the Final Notice within the required time and must give the notices contemplated by section 157(3) of the Act of their decision.
- 37.7 At any time after the OC Representatives become aware that a complaint remains unresolved the OC representatives may in their sole and absolute discretion require the parties to attend a meeting to discuss the matter in dispute with the complainant and the respondent and:-
- 37.7.1 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting and each party shall have the right to make submissions and to be heard.
- 37.7.2 The parties must each:-
- a) Use their best endeavours to make available to the OC representatives all facts and circumstances required in order to consider and resolve the dispute or differences; and
 - b) Attend in person and ensure that their respective employees, agents or consultants are available to appear at the meeting.
- 37.8 The OC representatives shall be entitled to make reasonable directions to expedite adjourn or terminate any meeting or determination of this dispute resolution process as the OC Representatives in their sole discretion think fit on behalf of the Owners Corporation.

38 RECOVERY OF OUTSTANDING FEES AND OTHER MONEY DUE TO THE OWNERS CORPORATION

- 38.1 The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any Member of the Owners Corporation in any court of competent jurisdiction including for the purpose of bankruptcy or winding up of a company.
- 38.2 Rule 38.1 does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.



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38.3 In the event that a fire brigade is called out to attend a false alarm in the Building which is caused or contributed to by a particular Lot and the party has been identified either by fire brigade staff or the Building Manager (including security staff during afterhours), the Member or Occupier will be notified in writing of the event with any relevant evidence. Should the fire brigade charge a fee on the false alarm call-out, the relevant Member(s) of the Lot or Occupier will be liable for all such costs and invoiced with such invoice to be paid within 14 days. The Member or Occupier may seek recovery, as applicable, from the any contributing parties including but not limited to their invitees, licensees or their tenants or tenants' invitees, licensees whoever it might be.

38.4 Should a Member have any outstanding fees, levies, charges or other money due to the Owners Corporation, including any such fees or other money due to the Owners Corporation by the Occupier of that Member's Lot,, the Owners Corporation may restrict access to Recreation Facilities within the building, until such time as those monies have been paid in full.

39 COSTS

39.1 All costs and expenses arising out of any breach by a Member, or an Occupier of a Lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable by any Member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation on an indemnity basis.

40 MISCELLANEOUS

40.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

40.1.1 Do anything whereby any policy of insurance taken out by the Owners Corporation may become void or voidable or which may make the Owners Corporation liable for increase in premium;

40.1.2 Contravene any requirement or any authority having jurisdiction over the Building and/or the Member's Lot.

41 SKY LOUNGE

41.1 A Member must not and must ensure that the Occupier of a Member's Lot does not use the Residents Sky Lounge otherwise than in accordance with the Rules of Use applicable to the Residents Sky Lounge;

41.2 If the Owners Corporation considers that there is availability, it will permit the owners or occupiers of the Specified Sky Lounge Access Lots to use only those areas of the Residents Sky Lounge designated by the Owners Corporation for private dining and private Lounge, and accompanying toilets and kitchen facilities (**Private Dining and Private Lounge**) subject to the following:

41.2.1 the owner or occupier of the Specified Sky Lounge Access Lot must pay a fee to Owners Corporation No 7 for the right to use the Private Dining and Private Lounge (such fee to be determined by Owners Corporation 7); and

41.2.2 the owner or occupier of Specified Sky Lounge Access Lot must comply with the Rules of the Owners Corporation.

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I, ANDREW YATES, AS SECRETARY OF THE OWNERS CORPORATION,
CERTIFY THESE RULES AS A TRUE AND CORRECT RECORD