

Additional Body Corporate Rules
Body Corporate 1 & 2 P.S. 446279M

Encompassing:
1 Danks Street, 15, 19 & 25 Pickles Street
and 2 Rouse Street, Port Melbourne Vic 3207

Interpretation:

In these rules:

- (a) "lot" means a lot on the Plan Subdivision;
- (b) "Manager" means the company for the time being appointed by the body corporate as its Manager and a reference in these rules to the body corporate shall, where there is such a Manager, be constructed as a reference to that Manager unless the context otherwise requires;
- (c) "Resident Concierge" means the person employed by the body corporate to manage the building and who resides in the building;
- (d) "Proximity Card" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (e) "Plan" means all areas encompassed on Plan of Subdivision 446279M.
- (f) "Member", "Owner", "Proprietor" means a member of the body corporate who is an Owner of a lot on the Plan of Subdivision.
- (g) "Building" means any building structure located within Plan of Subdivision 446279M.
- (h) "Development" means all works being carried out on P.S. 446279M.
- (i) Unless the context otherwise requires:
 - (1) headings are for convenience only;
 - (2) the singular includes the plural and vice versa;
 - (3) a reference to a person includes any company, partnership, joint venture, association or other body corporate and any governmental authority;
 - (4) a reference to a thing includes part of that thing; and
 - (5) "including" and similar expressions are not words of limitation.
- (j) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given. Without limiting the foregoing, these rules shall be read subject to the rights of Propvest Corporation Pty Ltd ACN 076 706 593 and its related companies and their respective consultants, employees and agents ("Propvest") to conduct marketing activities on the common property until all of the lots on the Plan of Subdivision are sold, including:
 - (1) allowing invitees to have access to the common property in the company of a representative of Propvest; and
 - (2) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the common property.

1. SUPPORT AND PROVISION OF SERVICES

- 1.1 Except for the purposes of maintenance and renewal and with the handwritten consent of the body corporate, a Proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
- (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
 - (b) the structural and functional integrity of any part of the common property is impaired; or
 - (c) the passage or provision of services through the lot or the common property is interfered with.
- 1.2 A Proprietor or occupier of a lot must not install a safe in a lot without the written consent of the body corporate and before submitting to the body corporate a structural engineering report in respect of the proposed installation.
- 1.3 A Proprietor or occupier of a lot must acknowledge that any body corporate in the Development may share amongst the Members in that particular body corporate the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that body corporate or any common property contained therein. Where any lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that lot by the total unit liability of all lots serviced jointly and by no other reference.

2. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

- 2.1 A Proprietor or occupier of a lot must not:
- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or occupier of another lot or of any person lawfully using common property; or
 - (b) obstruct the lawful use of common property by any person; or
 - (c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours of 2pm and 10am on weekdays or on weekends at all.
- 2.2 A Proprietor or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or occupier of another lot or to any person lawfully using common property.
- 2.3 A Proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers and car park forming part of the common property as the body corporate or its Manager may designate from time to time.
- 2.4 A Proprietor or occupier of a lot must not use or permit to be used in or on the common property, skateboards, roller skates or roller blades.
- 2.5 A Proprietor or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property ie. gardens, swimming pool.
- 2.6 A Proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

3. CLEANING OF A LOT

- 3.1 A Proprietor or occupier of a lot must keep that lot clean and in good repair.
- 3.2 A Proprietor or occupier of a lot must keep all internal gardens and balconies clean, tidy and well maintained.
- 3.3 A Proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The body corporate reserves the right to clean any areas and charge the Owner for the cost incurred.

4. DAMAGE TO COMMON PROPERTY

- 4.1 A Proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property with the approval in writing from the body corporate, but this rule does not prevent a Proprietor or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.
- 4.2 A Proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the body corporate's insurance policy.

5 MOVING OF CERTAIN ARTICLES

- 5.1 A Proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the body corporate or its Manager in sufficient time to enable a representative of the body corporate or the Manager to be present.
- 5.2 A Proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the body corporate, the Manager or the Manager's representative.
- 5.3 Without limiting the generality of the foregoing rules, a Proprietor or occupier of the lot may only move items through the garage lift lobby or other area specifically designated by Propvest or the body corporate.

6 INTERFERENCE WITH COMMON PROPERTY AND STORAGE AREAS

- 6.1 A Proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 6.2 A Proprietor or occupier of a lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any equipment installed on the common property.
- 6.3 A Proprietor 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 body corporate.
- 6.4 A Proprietor or occupier of a lot must not install covering to any storage areas without the prior written consent of the body corporate. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the body corporate.
- 6.5 A Proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the written consent of the body corporate.

7 SECURITY OF COMMON PROPERTY

- 7.1 A Proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.
- 7.2 A Proprietor or occupier of a lot must not allow persons to follow them through the security doors to the property or into the swimming pool, gymnasium and garden areas.

8 NOTIFICATION OF DEFECTS

- 8.1 A Proprietor or occupier of a lot must promptly notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

9 COMPENSATION TO BODY CORPORATE

- 9.1 The Proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that Proprietor or occupier or their respective tenants, licensees or invitees.

10 RESTRICTED USE OF COMMON PROPERTY

- 10.1 The body corporate may take measures to ensure the security and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:
- (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or occupiers of any part of the common property.
 - (b) permit, to the exclusion of Proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
 - (c) restrict by means of key or other security device the access of Proprietors or occupier; and
 - (d) restrict by means of key or other security device the access of the Proprietors or occupiers of one level of the lots to any other level of the lots.
 - (e) Cancel any Proximity Card issued where a Proprietor is in arrears in payment of body corporate lies in excess of 2 quarters.

11 PROXIMITY CARD

- 11.1 If the body corporate restricts the access of the Proprietors and occupiers under rule 10, the body corporate may make the number of Proximity Cards as it determines available to Proprietors free of charge. The body corporate may charge a reasonable fee for any additional Proximity Card required by a Proprietor.
- 11.2 A Proprietor of a lot must exercise a high degree of caution and responsibility in making a Proximity Card available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Proximity Card to the Proprietor or the body corporate.
- 11.3 A Proprietor or occupier of a lot in possession of a Proximity Card must not without the body corporate's written consent duplicate the Proximity Card or permit it to be duplicated and must take all reasonable precautions to ensure that the Proximity Card is not lost or handed to any person other than another Proprietor or occupier and is not to dispose of otherwise than by returning it to the Proprietor or the body corporate.
- 11.4 A Proprietor or occupier of a lot must promptly notify the body corporate if a Proximity Card issued to him is lost or destroyed.

12 GARBAGE

- 12.1 A Proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 12.2 A Proprietor or occupier of a lot of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;
- (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate;
- (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property.
- (d) All cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

13 STORAGE OF FLAMMABLE LIQUIDS

13.1 A Proprietor or occupier of a lot must not:

- (a) except with the written consent of the body corporate, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle: or
- (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

14 PETS AND ANIMALS

14.1 A Proprietor or occupier of a lot must not keep any animal upon the common property after being given notice by the body corporate to remove such animal once the body corporate has resolved that the animal is causing a nuisance.

14.2 A Proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.

14.3 A Proprietor or occupier of a lot must ensure that any animal belonging to them must be restrained and on a leash at all times.

14.4 A Proprietor or occupier of a lot must ensure that no animals are allowed in the swimming pool or gymnasium.

15 CONSENT OF BODY CORPORATE

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

16 COMPLAINTS AND APPLICATIONS

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

17 VEHICLES ON COMMON PROPERTY

17.1 A Proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the body corporate.

17.2 A Proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailer or motor cycles.

17.3 A Proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot and must reimburse the body corporate for the cost of cleaning and removing any oil stains to the garage or other part of the common property.

17.4 Permanent parking is not permitted in visitors spaces.

18 STORAGE OF BICYCLES

18.1 A Proprietor or occupier of a lot must not:

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

19 INSURANCE PREMIUMS

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

20 FIRE CONTROL

20.1 A Proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

20.2 A Proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

21 SIGNS, BLINDS AND AWNINGS

21.1 A Proprietor or occupier of a lot must not erect or fix any sign or notice to any part of the common property or lot where it can be seen from any exterior position, except as required by law and in keeping with the existing signage and branding of the Development.

21.2 A Proprietor or occupier of a lot must not install or permit the installation of any window coverings other than as permitted by Sheridan Property Group Pty Ltd approved interior designer at the Body Corporate cost. A sample board is available for viewing from the Resident Concierge.

21.3 A Proprietor or occupier of a lot must not install or permit the installation of any awnings other than as permitted by the body corporate.

21.4 A Proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property or their lot.

21.5 A Proprietor or occupier of a lot must not install curtains, blinds or other window furnishings on the interior of any windows forming part of any lot other than within the following specifications:

All Apartments		
<u>Building A</u>	Linen Screen Blockout	Pearl / Linen 0720 Sahel 623
<u>Building B</u>	Linen Screen Blockout	White Pearl 0207 Angora 626
<u>Building C</u>	Linen Screen Blockout	Charcoal 3030 Noir 806
<u>Building D</u>	Linen Screen Blockout	Charcoal Bronze 3006 Chene 617

Specifications:

Roller Blind
Chain or motorised mechanism
Linen Screen in Living Areas
Blockout in Bedrooms

The penthouse blinds on level 5, 'Tide Building' are to be specified in consultation with Sheridan Property Group Pty Ltd.

22. WINDOW TINTING

- 22.1 A Proprietor or occupier of a lot must not allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

23. PAINTING, FINISHING, ETC

- 23.1 A Proprietor or occupier of a lot must not paint, finish or otherwise alter the external façade of any building or improvement forming part of the common property or their lot.

24. CLOTHES DRYING AND APPEARANCE OF LOT

- 24.1 A proprietor or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot;
- 24.2 A Proprietor or occupier of a lot must not place any furniture or BBQ on balconies or terraces unless approved by the body corporate or a Sheridan Property Group Pty Ltd nominated interior designer. This rule excludes apartments D501, D502 and d503 which apartments already have the approval for a built-in BBQ on their roof top entertaining area;
- 24.3 A Proprietor or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the lot without the prior written consent of the body corporate. (The body corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development, or if it interferes with the views or use and enjoyment of another Development lot);
- 24.4 A Proprietor or occupier of a lot must not allow any balcony, terrace or garden area which forms part of any lot to become unkept, overgrown or unsightly
- 24.5 A Proprietor or occupier of a lot must ensure minimal disturbance to other Members and Occupiers occurs when watering or cleaning their lot.

25. COMPLIANCE WITH RULES BY INVITEES

- 25.1 A Proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the Proprietor or occupier comply with these rules.
- 25.2 A Proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- 25.3 Any contractor/tradesman may only use the basement lift lobby or other area specifically designated by Propvest or the body corporate for entry and exit.

26. COMPLIANCE WITH LAWS

- 26.1 A Proprietor or occupier of a lot must at the Proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 26.2 A Proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the Development comprised of the lots and the common property or which may cause a nuisance or hazard to any other Proprietor or occupier of a lot or their representative invitees.

27. BUILDING WORKS

- 27.1 A Proprietor or occupier of a lot must not undertake any building works within or about or relating to a lot except in accordance with the following requirements:
- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
 - (b) the Proprietor of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance , annoyance, disturbance and inconvenience from building operations to other Proprietors.
- 27.2 The Proprietor of a lot must not proceed with any such works until the Proprietor:
- (a) submits to the body corporate plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the common property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (b) supplies to the body corporate such further particulars of those proposed works as the body corporate may request, and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly Development of the Building, do not endanger the Building and are compatible with the overall service to the Building and the individual floors;
 - (c) receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building practitioner engaged by the body corporate to consider such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid; and
 - (d) pays such reasonable costs to the body corporate.
- 27.3 The Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of the common property, on site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.
- 27.4 Without limiting the generality of rule 27.3 the Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored in the front side or rear of the Building;

- (b) scaffolding must not be erected on the common property or the exterior of the Building;
- (c) construction work must comply with all laws of the relevant government agencies;
- (d) the exterior and the common property of the Building must at all times be maintained in a clean and tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the common property.

27.5 Before any of the Proprietor's works commence the Proprietor must:

- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the body corporate; and
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate.

27.6 Access shall not be available to other lots on the Plan or the common property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant lot or of the body corporate in the case of the common property.

27.7 The Proprietor of a lot shall immediately make good all damage to, and dirtying to, and dirtying of, the Building, the common property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the Proprietor fails to immediately do so the body corporate may in its absolute discretion (or if the Proprietor fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Proprietor shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying.

28. SWIMMING POOL AREA

28.1 The following conditions apply to the use of the swimming pool area which must be observed by the Proprietor or occupier of a lot and persons under their control:

- (a) Children may use the swimming pool only if supervised by an adult;
- (b) Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area;
- (c) Alcohol and food are not permitted in the swimming pool area;
- (d) The swimming pool area is for the use by residents and no more than two guests at any one time, although guests are to be accompanied by a resident at all times;
- (e) Smoking is not permitted in the swimming pool area;
- (f) For the hygiene of all users of the swimming pool you must shower first;
- (g) Running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area;
- (h) Hours of use are between 6:00am and 10:00pm;
- (i) All users of the swimming pool area must dry off before leaving this area;
- (j) Footwear must be worn to and from the swimming pool area;

- (k) A Proprietor or occupier of a lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times. i.e. nude bathing is not permitted;
- (l) All users of the swimming pool area do so at their own risk.

29. GYMNASIUM

- (a) Children are not permitted to use the gymnasium at any time;
- (b) Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
- (c) The gymnasium is for use by residents only;
- (d) Alcohol and food are not allowed in the gymnasium;
- (e) Smoking is not permitted in the gymnasium;
- (f) All users of the gymnasium must carry a towel at all times;
- (g) Hours of use are between 5:30am and 11:00pm;
- (h) Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times;
- (i) All users of the gymnasium must turn off all lights and air conditioning when leaving;
- (j) Users of the gymnasium must be professionally instructed on the equipment prior to the body corporate granting access to the gymnasium area;
- (k) All users of the gymnasium do so at their own risk;
- (l) No music is allowed in the gymnasium.

30. COMMERCIAL AREA

- 30.1 Without limiting any other rule, the Proprietor or occupier of any lot used as a restaurant, café or for other commercial purposes must:
- (a) take out its own bins on each garbage collection day and bring the bins in before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;
 - (b) avoid unnecessary noise when filling bins and ensure contractors pick up between 8:00am and 9:00am Monday to Saturday and between 9:00am and 10:00am on Sundays;
 - (c) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
 - (d) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
 - (e) store all bins within designated commercial area and must not store bins or leave garbage on common property;
 - (f) complies with all health, noise and other regulations in carrying on the business from the lot;
 - (g) not carry on the business (nor allow access to the lot for cleaning) outside the hours of 6:00am and 1:00am unless otherwise entitled to as a matter of law;
 - (h) Properly filter all vapour to ensure all oil particles are removed prior to exhausting to the filtered air contains no residual burnt or cooked oil smell to the surrounding apartments or common areas.

30.2 Nothing herein shall prevent or prohibit any commercial lot from carrying on it reasonable business operations and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit which the Owner of any commercial lot may apply for. Provided that all times the Proprietor or occupier of any such commercial lot:

- (a) operates lawfully;
- (b) obtains each and every permit, liquor licence or other consent required; and
- (c) operates within the terms of any such liquor licence, permit or consent.

The body corporate agrees not to do any such act which may hinder or prevent such commercial lot from conducting its business.

30.3 The licences of any retail area will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times.

30.4 The commercial lots shall be entitled to reasonable access at all times for invitees and customers through those parts of the common property no. 1. The body corporate will not hinder access to the retail premises via the main front entry steps off Pickles or Danks Streets, except then they are required to undertake routine maintenance of these areas. The retail premises have the right to place items required to facilitate the serving of clients on to common property set out in the Plan. ie. tables, chairs, trolleys etc., provided that any such items must be in the designated areas as defined in the attached Plan.

31. CONDUCT OF MEETING

31.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

32. PROPVEST CORPORATION PTY LTD

32.1 Notwithstanding anything to the contrary herein contained so long as Propvest Corporation Pty Ltd is a Member or occupier and is an Owner of a lot and so long as any mortgagee or chargee of Propvest Corporation Pty Ltd has an interest in any development lot then all the preceding rules shall not in any way whatsoever apply to or be enforceable against Propvest Corporation Pty Ltd or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Propvest Corporation Pty Ltd its mortgagee or chargee may be engaged in or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

32.2 Propvest Corporation Pty Ltd its mortgagees or chargees shall be and are by this rule, authorised by each and every body corporate in the Plan of Subdivision to:

- (a) Erect such barriers, fences, hoardings signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- (b) Take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
- (c) Exclude all and any Members or occupiers from any parts of the common property as may be necessary in order to carry out any works in relation to the Development; and
- (d) Erect for sale promotional advertising or other signs as Propvest Corporation Pty Ltd may require on any part of the common property; and
- (e) Grant rights to use or access through or over the common property to third parties on such terms and conditions as Propvest Corporation Pty Ltd or its mortgagee or chargee thinks fit; and

- (f) Use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.

32.3 The body corporate will, within 7 days of being requested by Propvest Corporation Pty Ltd or its mortgagee or chargee, sign whatever consents authorities permits or other such documents as may be required to enable Propvest Corporation Pty Ltd or its mortgagee or chargee to complete the Development.

32.4 The body corporate cannot object to any permit application applied for by Propvest Corporation Pty Ltd or nominees.

33. RESIDENT PARKING PERMITS

The body corporate acknowledges that the City of Port Phillip will not issue any Resident Parking Permits for the occupiers of this Development.

34. PENALTY INTEREST

34.1 The body corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1993 on outstanding money.

35. RECOVERY OF THE BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS

35.1 The Member must pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate pays, incurs or expands in consequence of any default by the Member in the performance or observance of any term, covenant or condition contained in these rules, including recovery of body corporate contribution fees.

36. WIND

36.1 During periods of high winds and on departing your apartment ensure all doors and windows are tightly closed. To minimise the likelihood of risk and damage to surrounding people or property during periods of high winds, all loose items are to be removed from balconies.

37. CAR WASH FACILITIES

37.1 A Proprietor or occupier of a lot are not permitted to use the car wash facilities themselves, but must book the car wash facilities with the Resident Concierge for use only by the service provider. A fee may be charged to the Proprietor or occupier for this service.

38. RECOVERY OF FEES OF SECURITY GUARDS AND MANAGERS

38.1 Employment of Managers and Security Guards

- (a) The owners corporation shall be entitled to employ Managers and/or security guards for purposes of enforcement of the provision of these Rules, the Act and the Regulations.
- (b) The Managers and/or security guards employed by the owners corporation are hereby empowered to sign and serve a Notice to Rectify Breach and Final Notice to Rectify Breach upon any person or persons in breach of these Rules, the Act and the Regulations including in connection with:-

Rule 2, 1	BEHAVIOUR BY PROPRIETORS AND OCCUPIERS
Rule 7	SECURITY OF COMMON PROPERTY
Rules 28	SWIMMING POOL AREA; and
Rules 29	GYMNASIUM

38.2.1 Costs

- (a) The costs and expenses arising out of or in connection with service of any Notice upon a lot owner, or an occupier of a lot, in consequence of a breach of an obligation imposed on that person, under the Act and the Regulations or these Rules, incurred by the owners corporation including the fees charged by the owners corporation managers and/or security guards costs and other expenses so incurred shall be due and payable forthwith as a debt due by the part in default or breach, to the owners corporation and shall, failing payment, be recoverable in like manner as other administrative fees, from the owner of the lot connected with the breach.
- (b) These Rules evidence the resolution of the owners corporation to recover such costs and expenses or damages in lieu thereof from the person in default or breach of obligations to the owners corporation.

Additional Body Corporate Rules
Body Corporate 1 & 2 P.S. 446279M

Encompassing:
1 Danks Street, 15, 19 & 25 Pickles Street
and 2 Rouse Street, Port Melbourne Vic 3207

Interpretation:

In these rules:

- (a) "lot" means a lot on the Plan Subdivision;
- (b) "Manager" means the company for the time being appointed by the body corporate as its Manager and a reference in these rules to the body corporate shall, where there is such a Manager, be constructed as a reference to that Manager unless the context otherwise requires;
- (c) "Resident Concierge" means the person employed by the body corporate to manage the building and who resides in the building;
- (d) "Proximity Card" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (e) "Plan" means all areas encompassed on Plan of Subdivision 446279M.
- (f) "Member", "Owner", "Proprietor" means a member of the body corporate who is an Owner of a lot on the Plan of Subdivision.
- (g) "Building" means any building structure located within Plan of Subdivision 446279M.
- (h) "Development" means all works being carried out on P.S. 446279M.
- (i) Unless the context otherwise requires:
 - (1) headings are for convenience only;
 - (2) the singular includes the plural and vice versa;
 - (3) a reference to a person includes any company, partnership, joint venture, association or other body corporate and any governmental authority;
 - (4) a reference to a thing includes part of that thing; and
 - (5) "including" and similar expressions are not words of limitation.
- (j) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given. Without limiting the foregoing, these rules shall be read subject to the rights of Propvest Corporation Pty Ltd ACN 076 706 593 and its related companies and their respective consultants, employees and agents ("Propvest") to conduct marketing activities on the common property until all of the lots on the Plan of Subdivision are sold, including:
 - (1) allowing invitees to have access to the common property in the company of a representative of Propvest; and
 - (2) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the common property.

1. SUPPORT AND PROVISION OF SERVICES

- 1.1 Except for the purposes of maintenance and renewal and with the handwritten consent of the body corporate, a Proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
- (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
 - (b) the structural and functional integrity of any part of the common property is impaired; or
 - (c) the passage or provision of services through the lot or the common property is interfered with.
- 1.2 A Proprietor or occupier of a lot must not install a safe in a lot without the written consent of the body corporate and before submitting to the body corporate a structural engineering report in respect of the proposed installation.
- 1.3 A Proprietor or occupier of a lot must acknowledge that any body corporate in the Development may share amongst the Members in that particular body corporate the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that body corporate or any common property contained therein. Where any lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that lot by the total unit liability of all lots serviced jointly and by no other reference.

2. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

- 2.1 A Proprietor or occupier of a lot must not:
- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or occupier of another lot or of any person lawfully using common property; or
 - (b) obstruct the lawful use of common property by any person; or
 - (c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours of 2pm and 10am on weekdays or on weekends at all.
- 2.2 A Proprietor or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or occupier of another lot or to any person lawfully using common property.
- 2.3 A Proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers and car park forming part of the common property as the body corporate or its Manager may designate from time to time.
- 2.4 A Proprietor or occupier of a lot must not use or permit to be used in or on the common property, skateboards, roller skates or roller blades.
- 2.5 A Proprietor or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property ie. gardens, swimming pool.
- 2.6 A Proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

3. CLEANING OF A LOT

- 3.1 A Proprietor or occupier of a lot must keep that lot clean and in good repair.
- 3.2 A Proprietor or occupier of a lot must keep all internal gardens and balconies clean, tidy and well maintained.
- 3.3 A Proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The body corporate reserves the right to clean any areas and charge the Owner for the cost incurred.

4. DAMAGE TO COMMON PROPERTY

- 4.1 A Proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property with the approval in writing from the body corporate, but this rule does not prevent a Proprietor or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.
- 4.2 A Proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the body corporate's insurance policy.

5 MOVING OF CERTAIN ARTICLES

- 5.1 A Proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the body corporate or its Manager in sufficient time to enable a representative of the body corporate or the Manager to be present.
- 5.2 A Proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the body corporate, the Manager or the Manager's representative.
- 5.3 Without limiting the generality of the foregoing rules, a Proprietor or occupier of the lot may only move items through the garage lift lobby or other area specifically designated by Propvest or the body corporate.

6 INTERFERENCE WITH COMMON PROPERTY AND STORAGE AREAS

- 6.1 A Proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 6.2 A Proprietor or occupier of a lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any equipment installed on the common property.
- 6.3 A Proprietor 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 body corporate.
- 6.4 A Proprietor or occupier of a lot must not install covering to any storage areas without the prior written consent of the body corporate. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the body corporate.
- 6.5 A Proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the written consent of the body corporate.

7 SECURITY OF COMMON PROPERTY

- 7.1 A Proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.
- 7.2 A Proprietor or occupier of a lot must not allow persons to follow them through the security doors to the property or into the swimming pool, gymnasium and garden areas.

8 NOTIFICATION OF DEFECTS

- 8.1 A Proprietor or occupier of a lot must promptly notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

9 COMPENSATION TO BODY CORPORATE

- 9.1 The Proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that Proprietor or occupier or their respective tenants, licensees or invitees.

10 RESTRICTED USE OF COMMON PROPERTY

- 10.1 The body corporate may take measures to ensure the security and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:
- (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or occupiers of any part of the common property.
 - (b) permit, to the exclusion of Proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
 - (c) restrict by means of key or other security device the access of Proprietors or occupier; and
 - (d) restrict by means of key or other security device the access of the Proprietors or occupiers of one level of the lots to any other level of the lots.
 - (e) Cancel any Proximity Card issued where a Proprietor is in arrears in payment of body corporate lies in excess of 2 quarters.

11 PROXIMITY CARD

- 11.1 If the body corporate restricts the access of the Proprietors and occupiers under rule 10, the body corporate may make the number of Proximity Cards as it determines available to Proprietors free of charge. The body corporate may charge a reasonable fee for any additional Proximity Card required by a Proprietor.
- 11.2 A Proprietor of a lot must exercise a high degree of caution and responsibility in making a Proximity Card available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Proximity Card to the Proprietor or the body corporate.
- 11.3 A Proprietor or occupier of a lot in possession of a Proximity Card must not without the body corporate's written consent duplicate the Proximity Card or permit it to be duplicated and must take all reasonable precautions to ensure that the Proximity Card is not lost or handed to any person other than another Proprietor or occupier and is not to dispose of otherwise than by returning it to the Proprietor or the body corporate.
- 11.4 A Proprietor or occupier of a lot must promptly notify the body corporate if a Proximity Card issued to him is lost or destroyed.

12 GARBAGE

- 12.1 A Proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 12.2 A Proprietor or occupier of a lot of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;
- (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate;
- (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property.
- (d) All cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

13 STORAGE OF FLAMMABLE LIQUIDS

13.1 A Proprietor or occupier of a lot must not:

- (a) except with the written consent of the body corporate, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle: or
- (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

14 PETS AND ANIMALS

14.1 A Proprietor or occupier of a lot must not keep any animal upon the common property after being given notice by the body corporate to remove such animal once the body corporate has resolved that the animal is causing a nuisance.

14.2 A Proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.

14.3 A Proprietor or occupier of a lot must ensure that any animal belonging to them must be restrained and on a leash at all times.

14.4 A Proprietor or occupier of a lot must ensure that no animals are allowed in the swimming pool or gymnasium.

15 CONSENT OF BODY CORPORATE

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

16 COMPLAINTS AND APPLICATIONS

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

17 VEHICLES ON COMMON PROPERTY

17.1 A Proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the body corporate.

17.2 A Proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailer or motor cycles.

17.3 A Proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot and must reimburse the body corporate for the cost of cleaning and removing any oil stains to the garage or other part of the common property.

17.4 Permanent parking is not permitted in visitors spaces.

18 STORAGE OF BICYCLES

18.1 A Proprietor or occupier of a lot must not:

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

19 INSURANCE PREMIUMS

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

20 FIRE CONTROL

20.1 A Proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

20.2 A Proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

21 SIGNS, BLINDS AND AWNINGS

21.1 A Proprietor or occupier of a lot must not erect or fix any sign or notice to any part of the common property or lot where it can be seen from any exterior position, except as required by law and in keeping with the existing signage and branding of the Development.

21.2 A Proprietor or occupier of a lot must not install or permit the installation of any window coverings other than as permitted by Sheridan Property Group Pty Ltd approved interior designer at the Body Corporate cost. A sample board is available for viewing from the Resident Concierge.

21.3 A Proprietor or occupier of a lot must not install or permit the installation of any awnings other than as permitted by the body corporate.

21.4 A Proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property or their lot.

21.5 A Proprietor or occupier of a lot must not install curtains, blinds or other window furnishings on the interior of any windows forming part of any lot other than within the following specifications:

All Apartments		
<u>Building A</u>	Linen Screen Blockout	Pearl / Linen 0720 Sahel 623
<u>Building B</u>	Linen Screen Blockout	White Pearl 0207 Angora 626
<u>Building C</u>	Linen Screen Blockout	Charcoal 3030 Noir 806
<u>Building D</u>	Linen Screen Blockout	Charcoal Bronze 3006 Chene 617

Specifications:

Roller Blind
Chain or motorised mechanism
Linen Screen in Living Areas
Blockout in Bedrooms

The penthouse blinds on level 5, 'Tide Building' are to be specified in consultation with Sheridan Property Group Pty Ltd.

22. WINDOW TINTING

- 22.1 A Proprietor or occupier of a lot must not allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

23. PAINTING, FINISHING, ETC

- 23.1 A Proprietor or occupier of a lot must not paint, finish or otherwise alter the external façade of any building or improvement forming part of the common property or their lot.

24. CLOTHES DRYING AND APPEARANCE OF LOT

- 24.1 A proprietor or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot;
- 24.2 A Proprietor or occupier of a lot must not place any furniture or BBQ on balconies or terraces unless approved by the body corporate or a Sheridan Property Group Pty Ltd nominated interior designer. This rule excludes apartments D501, D502 and d503 which apartments already have the approval for a built-in BBQ on their roof top entertaining area;
- 24.3 A Proprietor or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the lot without the prior written consent of the body corporate. (The body corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development, or if it interferes with the views or use and enjoyment of another Development lot);
- 24.4 A Proprietor or occupier of a lot must not allow any balcony, terrace or garden area which forms part of any lot to become unkept, overgrown or unsightly
- 24.5 A Proprietor or occupier of a lot must ensure minimal disturbance to other Members and Occupiers occurs when watering or cleaning their lot.

25. COMPLIANCE WITH RULES BY INVITEES

- 25.1 A Proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the Proprietor or occupier comply with these rules.
- 25.2 A Proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- 25.3 Any contractor/tradesman may only use the basement lift lobby or other area specifically designated by Propvest or the body corporate for entry and exit.

26. COMPLIANCE WITH LAWS

- 26.1 A Proprietor or occupier of a lot must at the Proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 26.2 A Proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the Development comprised of the lots and the common property or which may cause a nuisance or hazard to any other Proprietor or occupier of a lot or their representative invitees.

27. BUILDING WORKS

- 27.1 A Proprietor or occupier of a lot must not undertake any building works within or about or relating to a lot except in accordance with the following requirements:
- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
 - (b) the Proprietor of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance , annoyance, disturbance and inconvenience from building operations to other Proprietors.
- 27.2 The Proprietor of a lot must not proceed with any such works until the Proprietor:
- (a) submits to the body corporate plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the common property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (b) supplies to the body corporate such further particulars of those proposed works as the body corporate may request, and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly Development of the Building, do not endanger the Building and are compatible with the overall service to the Building and the individual floors;
 - (c) receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building practitioner engaged by the body corporate to consider such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid; and
 - (d) pays such reasonable costs to the body corporate.
- 27.3 The Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of the common property, on site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.
- 27.4 Without limiting the generality of rule 27.3 the Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored in the front side or rear of the Building;

- (b) scaffolding must not be erected on the common property or the exterior of the Building;
- (c) construction work must comply with all laws of the relevant government agencies;
- (d) the exterior and the common property of the Building must at all times be maintained in a clean and tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the common property.

27.5 Before any of the Proprietor's works commence the Proprietor must:

- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the body corporate; and
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate.

27.6 Access shall not be available to other lots on the Plan or the common property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant lot or of the body corporate in the case of the common property.

27.7 The Proprietor of a lot shall immediately make good all damage to, and dirtying to, and dirtying of, the Building, the common property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the Proprietor fails to immediately do so the body corporate may in its absolute discretion (or if the Proprietor fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Proprietor shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying.

28. SWIMMING POOL AREA

28.1 The following conditions apply to the use of the swimming pool area which must be observed by the Proprietor or occupier of a lot and persons under their control:

- (a) Children may use the swimming pool only if supervised by an adult;
- (b) Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area;
- (c) Alcohol and food are not permitted in the swimming pool area;
- (d) The swimming pool area is for the use by residents and no more than two guests at any one time, although guests are to be accompanied by a resident at all times;
- (e) Smoking is not permitted in the swimming pool area;
- (f) For the hygiene of all users of the swimming pool you must shower first;
- (g) Running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area;
- (h) Hours of use are between 6:00am and 10:00pm;
- (i) All users of the swimming pool area must dry off before leaving this area;
- (j) Footwear must be worn to and from the swimming pool area;

- (k) A Proprietor or occupier of a lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times. i.e. nude bathing is not permitted;
- (l) All users of the swimming pool area do so at their own risk.

29. GYMNASIUM

- (a) Children are not permitted to use the gymnasium at any time;
- (b) Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
- (c) The gymnasium is for use by residents only;
- (d) Alcohol and food are not allowed in the gymnasium;
- (e) Smoking is not permitted in the gymnasium;
- (f) All users of the gymnasium must carry a towel at all times;
- (g) Hours of use are between 5:30am and 11:00pm;
- (h) Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times;
- (i) All users of the gymnasium must turn off all lights and air conditioning when leaving;
- (j) Users of the gymnasium must be professionally instructed on the equipment prior to the body corporate granting access to the gymnasium area;
- (k) All users of the gymnasium do so at their own risk;
- (l) No music is allowed in the gymnasium.

30. COMMERCIAL AREA

- 30.1 Without limiting any other rule, the Proprietor or occupier of any lot used as a restaurant, café or for other commercial purposes must:
- (a) take out its own bins on each garbage collection day and bring the bins in before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;
 - (b) avoid unnecessary noise when filling bins and ensure contractors pick up between 8:00am and 9:00am Monday to Saturday and between 9:00am and 10:00am on Sundays;
 - (c) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
 - (d) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
 - (e) store all bins within designated commercial area and must not store bins or leave garbage on common property;
 - (f) complies with all health, noise and other regulations in carrying on the business from the lot;
 - (g) not carry on the business (nor allow access to the lot for cleaning) outside the hours of 6:00am and 1:00am unless otherwise entitled to as a matter of law;
 - (h) Properly filter all vapour to ensure all oil particles are removed prior to exhausting to the filtered air contains no residual burnt or cooked oil smell to the surrounding apartments or common areas.

30.2 Nothing herein shall prevent or prohibit any commercial lot from carrying on it reasonable business operations and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit which the Owner of any commercial lot may apply for. Provided that all times the Proprietor or occupier of any such commercial lot:

- (a) operates lawfully;
- (b) obtains each and every permit, liquor licence or other consent required; and
- (c) operates within the terms of any such liquor licence, permit or consent.

The body corporate agrees not to do any such act which may hinder or prevent such commercial lot from conducting its business.

30.3 The licences of any retail area will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times.

30.4 The commercial lots shall be entitled to reasonable access at all times for invitees and customers through those parts of the common property no. 1. The body corporate will not hinder access to the retail premises via the main front entry steps off Pickles or Danks Streets, except then they are required to undertake routine maintenance of these areas. The retail premises have the right to place items required to facilitate the serving of clients on to common property set out in the Plan. ie. tables, chairs, trolleys etc., provided that any such items must be in the designated areas as defined in the attached Plan.

31. CONDUCT OF MEETING

31.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

32. PROPVEST CORPORATION PTY LTD

32.1 Notwithstanding anything to the contrary herein contained so long as Propvest Corporation Pty Ltd is a Member or occupier and is an Owner of a lot and so long as any mortgagee or chargee of Propvest Corporation Pty Ltd has an interest in any development lot then all the preceding rules shall not in any way whatsoever apply to or be enforceable against Propvest Corporation Pty Ltd or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Propvest Corporation Pty Ltd its mortgagee or chargee may be engaged in or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

32.2 Propvest Corporation Pty Ltd its mortgagees or chargees shall be and are by this rule, authorised by each and every body corporate in the Plan of Subdivision to:

- (a) Erect such barriers, fences, hoardings signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- (b) Take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
- (c) Exclude all and any Members or occupiers from any parts of the common property as may be necessary in order to carry out any works in relation to the Development; and
- (d) Erect for sale promotional advertising or other signs as Propvest Corporation Pty Ltd may require on any part of the common property; and
- (e) Grant rights to use or access through or over the common property to third parties on such terms and conditions as Propvest Corporation Pty Ltd or its mortgagee or chargee thinks fit; and

- (f) Use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.

32.3 The body corporate will, within 7 days of being requested by Propvest Corporation Pty Ltd or its mortgagee or chargee, sign whatever consents authorities permits or other such documents as may be required to enable Propvest Corporation Pty Ltd or its mortgagee or chargee to complete the Development.

32.4 The body corporate cannot object to any permit application applied for by Propvest Corporation Pty Ltd or nominees.

33. RESIDENT PARKING PERMITS

The body corporate acknowledges that the City of Port Phillip will not issue any Resident Parking Permits for the occupiers of this Development.

34. PENALTY INTEREST

34.1 The body corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1993 on outstanding money.

35. RECOVERY OF THE BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS

35.1 The Member must pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate pays, incurs or expands in consequence of any default by the Member in the performance or observance of any term, covenant or condition contained in these rules, including recovery of body corporate contribution fees.

36. WIND

36.1 During periods of high winds and on departing your apartment ensure all doors and windows are tightly closed. To minimise the likelihood of risk and damage to surrounding people or property during periods of high winds, all loose items are to be removed from balconies.

37. CAR WASH FACILITIES

37.1 A Proprietor or occupier of a lot are not permitted to use the car wash facilities themselves, but must book the car wash facilities with the Resident Concierge for use only by the service provider. A fee may be charged to the Proprietor or occupier for this service.

38. RECOVERY OF FEES OF SECURITY GUARDS AND MANAGERS

38.1 Employment of Managers and Security Guards

- (a) The owners corporation shall be entitled to employ Managers and/or security guards for purposes of enforcement of the provision of these Rules, the Act and the Regulations.
- (b) The Managers and/or security guards employed by the owners corporation are hereby empowered to sign and serve a Notice to Rectify Breach and Final Notice to Rectify Breach upon any person or persons in breach of these Rules, the Act and the Regulations including in connection with:-

Rule 2, 1	BEHAVIOUR BY PROPRIETORS AND OCCUPIERS
Rule 7	SECURITY OF COMMON PROPERTY
Rules 28	SWIMMING POOL AREA; and
Rules 29	GYMNASIUM

38.2.1 Costs

- (a) The costs and expenses arising out of or in connection with service of any Notice upon a lot owner, or an occupier of a lot, in consequence of a breach of an obligation imposed on that person, under the Act and the Regulations or these Rules, incurred by the owners corporation including the fees charged by the owners corporation managers and/or security guards costs and other expenses so incurred shall be due and payable forthwith as a debt due by the part in default or breach, to the owners corporation and shall, failing payment, be recoverable in like manner as other administrative fees, from the owner of the lot connected with the breach.
- (b) These Rules evidence the resolution of the owners corporation to recover such costs and expenses or damages in lieu thereof from the person in default or breach of obligations to the owners corporation.



Owners Corporation Plan 446279M

VISITOR CAR PARKING POLICY

The below sets out the terms and conditions and rules pertaining to the use of the property's visitor car parks. This has been prepared to ensure the visitors' spaces are utilised to the benefit of all residents. The Owners Corporation Committee has voted to implement the following after sustained abuse of the visitor car parks.

Process:

1. Requesting a car space must be done during business hours via id@focusedfm.com.au only.
2. To request access to a visitor's car space you must contact the building manager and provide make, model, registration of the vehicle and duration required.

Terms and Conditions:

1. A resident can only request one car space, no multiple bookings are allowed.
2. Maximum booking of 7 Days of use.
3. No double booking or back to back bookings allowed.
4. Resident(s) will be responsible for the cost of replacing the combination lock if not returned or not in perfect working order.
5. Resident(s) take full responsibility of securing the car space during their allocated usage if they vacate the car space during the allocated time.
6. No additional pin code will be provided during the allocated usage of a car space.
7. On completion of booking bollard must be returned to upright position and secured.

The visitor parking process is to be adhered to and is created to work within the confines of the Owners Corporation Special Rules. Please see the excerpt of Rules pertaining to visitor parking:

17. VEHICLES ON COMMON PROPERTY

17.1 A Proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the owners corporation.

17.2 A Proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the owners' corporation and the owners' corporation reserves the right to remove offending vehicles, trailer or motor cycles.

17.3 A Proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot 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.

17.4 Permanent parking is not permitted in visitors spaces.

ID APARTMENTS
ROUSE, DANKS & PICKLES STREETS, PORT MELBOURNE
FOB ORDER FORM – 446279M
TAX INVOICE - ABN: 46 252 993 644

Applicant Details (APPLICANT TO COMPLETE)

Full Name: Mr/Mrs/Miss/Ms

Full Apartment Address.....

Phone Number..... Email Address.....

Are you: THE AGENT ☐ THE OWNER ☐

NOTE: If you are the TENANT, your agent will need to complete this form

REASON FOR REPLACEMENT: Lost- # ☐ Broken- # ☐ Extra- # ☐

Number Required

☐ X FOB (\$55.00 Each)

☐ X Remote Control (\$110.00 Each)

Payment Details

Payment can be made via Levy Notice only. Please email/post this form to Civium Property Group for a Levy Notice to be sent out with DEFT payment details. *DEFT payment available to an owner or authorised managing agent only.

BY MAIL – PO BOX 715 PORT MELBOURNE VIC 3207

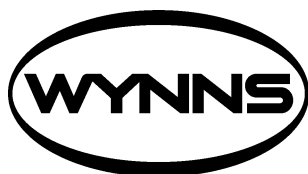
BY EMAIL – alice.williams@civium.com.au

Once your payment has been received, arrangements will be made for your FOB to be programmed. We will advise you when ready for collection or alternatively, you may choose to have them placed in your mailbox.

OFFICE USE ONLY:

Number Supplied: _____ Code(s): ____/____/____/____

Dispatch Date: ____/____/____



KEY ORDER FORM

WYNNS LOCKSMITHS - ABN: 87 1423 175 98

110 Bell Street Preston, VIC 3072

Ph: 03 9495 1122

Fax: 03 9495 1133

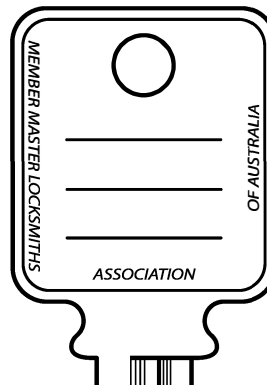
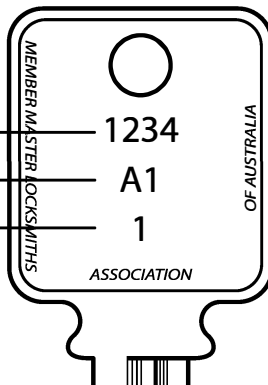
www.wynnslocksmiths.com.au

*** REQUIRED - ORDERS WITHOUT SYSTEM NUMBER OR CODE NUMBER WILL NOT BE PROCESSED**

Once you have been given authority, please use the below form to order your key.
Please include system number and key number to avoid delays in processing your order.

Sample Key

* System Number: 1234
* Code Number: A1
Issue Number: 1



COMPLETE ALL THE BELOW DETAILS, INCOMPLETE ORDERS WILL NOT BE PROCESSED

Please return form via email to: keys@wynnslocksmiths.com.au

Company name: _____

Authorised person's name: _____

Owners corp signature: _____ Date: _____

Qty: _____ Cost: \$24.20 \$ _____

☐ Delivery (\$19.80 please complete all delivery details below) \$ _____

☐ No Delivery (Pick up from Wynns Locksmiths - 110 Bell St Preston 3072)

☐ Calculate with delivery: \$ _____

Card number:

Expiry Date: / CCV: Visa ☐ MasterCard ☐

DELIVERY DETAILS - ORDERS WITH INCOMPLETE DELIVERY DETAILS WILL NOT BE SHIPPED

Company name: _____

Client name: _____

Apartment / Street number: _____ Street: _____

Suburb / Town: _____

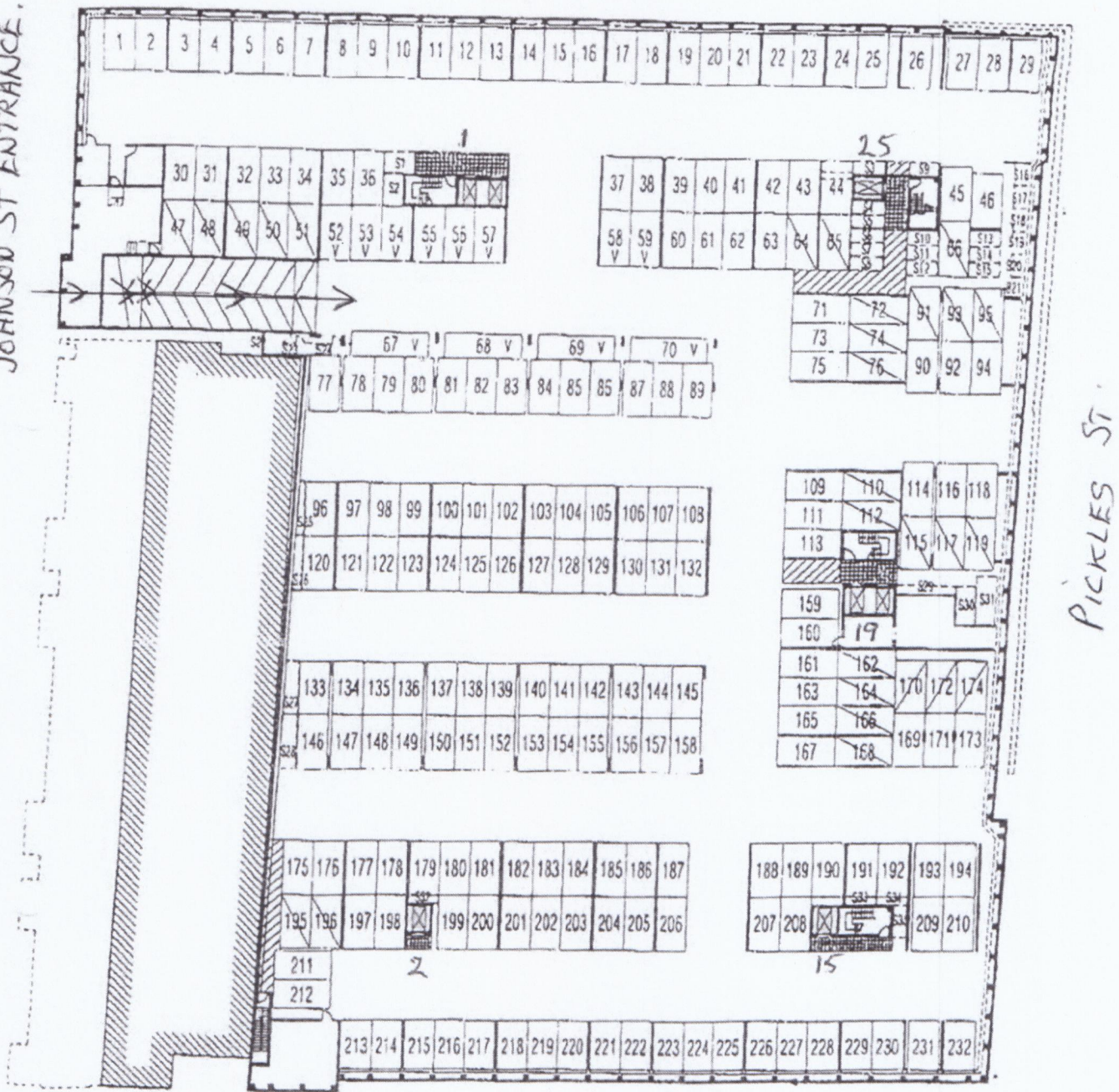
State: _____ Postcode: _____

Phone number: _____ Email: _____

RESTRICTED KEY COLLECTION FROM WYNNS LOCKSMITHS DOES REQUIRE IDENTIFICATION

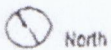
DANKS ST.

JOHNSON ST. ENTRANCE.



level - basement

V denotes visitor parking

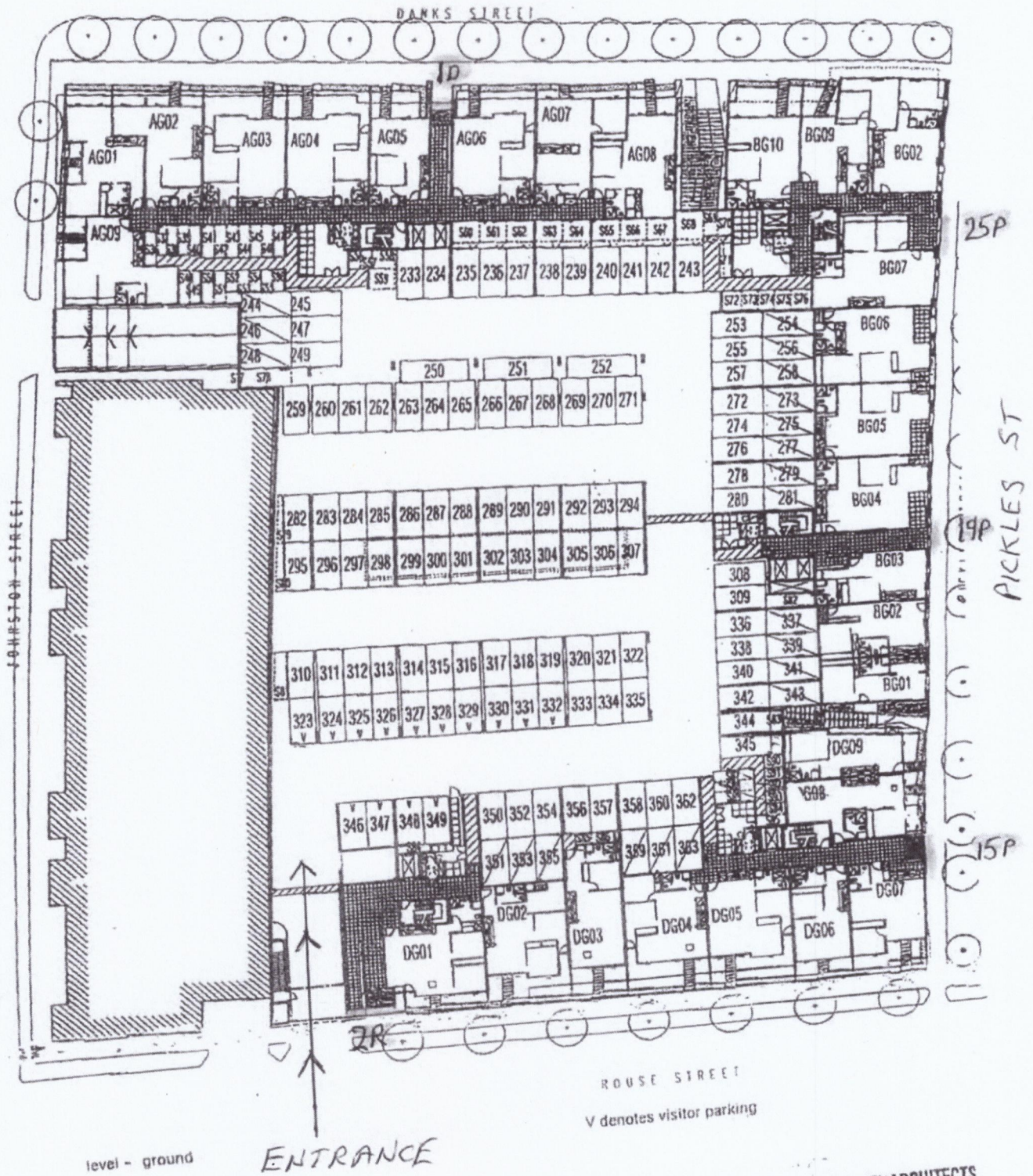


North

SYDNEY JUSTIN BIALK ARCHITECTS

© 2010/10.

BASEMENT CARPARK
OFF JOHNSON ST



level - ground

ENTRANCE

ROUSE STREET
V denotes visitor parking

SYRMAN & STRIBALEK ARCHITECTS

© 2010

GROUND LEVEL
CARPARK.
OFF ROUSE ST