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Notification of making, amendment or revocation of owners corporation rules

Section 142 *Owners Corporation Act 2006*

Privacy collection statement

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| | |
|---------------------------|---|
| Lodged by | Strata Title Lawyers |
| Name | Thomas Courtenay Bacon |
| Phone | 02 9091 8068 |
| Address | Suite 1001, 46 Market Street, Sydney NSW 2000 |
| Reference | PS 417405Y Clarendon Towers |
| Customer code | 24129J |
| Owners corporation number | PS 417405Y |
| Plan number | PS 417405Y |

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

8th April 2024

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

Dated:

30 April 2024

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

 Thomas Bacon
Australian Legal Practitioner.

The common seal of owners corporation number:

Plan number:

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

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| |
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Lot owner

| | |
|-----------|--|
| Full name | |
| Address | |

Lot owner

| | |
|-----------|--|
| Full name | |
| Address | |

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

Land Use Victoria
Level 1, 2 Lonsdale Street Melbourne
Melbourne VIC 3000
Telephone 03 9194 0601

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**Registered RULES OWNERS
CORPORATION RULES**

**Owners Corporation Plan of Subdivision [Plan Number 417405Y]
'Clarendon Towers'
[80 Clarendon St/45 Haig St Southbank Victoria]**

TABLE OF CONTENTS

| | |
|---|----|
| 1. DEFINITIONS..... | 2 |
| 2. HEALTH, SAFETY AND SECURITY | 2 |
| 3. MANAGEMENT AND ADMINISTRATION | 5 |
| 4. USE OF COMMON PROPERTY | 6 |
| 5. LOTS | 12 |
| 6. BEHAVIOUR OF PERSONS | 15 |
| 7. DISPUTE RESOLUTION..... | 15 |
| 8. INCORPORATION OF THE ACT | 16 |
| 9. DESIGN CONSTRUCTION AND LANDSCAPING..... | 16 |
| 10. NOTIFICATION OF DEFECTS..... | 18 |
| 11. INSURANCE PREMIUMS | 18 |
| 12. COMPLIANCE WITH RULES BY INVITEES | 18 |
| 13. COMPLIANCE WITH LAWS..... | 19 |
| 14. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS..... | 19 |
| 15. NO TRADE OR BUSINESS..... | 19 |
| 16. COMMERCIAL PREMISES..... | 19 |

I, Melissa Cuzzupi, the Registered Manager of PS 417405, hereby certify that this and the following 20 pages are a true and correct copy of the rules made by special resolution of the owners corporation on 8 April 2024.

Date: 23rd April 2024



Signature of Melissa Cuzzupi



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1. DEFINITIONS

1.1 In these rules:

- (a) **"Act"** means the *Owners Corporations Act 2006*;
- (b) **"Building"** means the building constructed on the Land being Clarendon Towers
- (c) **"Building Management"** means the Building Manager or approved delegate of the Building Manager;
- (d) **"Building Works Agreement"** means a document to be completed and submitted to the Owners Corporation for written approval prior to any works commencing;
- (e) **"Government Agencies"** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (f) **"Invitee"** means a person invited on to common property or a private lot by a Proprietor;
- (g) **"Land"** means the whole of the land described in the Plan;
- (h) **"Registered Manager"** means the person for the time being appointed by the Owners Corporation as its Registered Manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (i) **"Plan"** means plan of Subdivision No 417405Y;
- (j) **"Proprietor"** includes the owner of a lot and an occupier of that lot;
- (k) **"Regulations"** means the *Owners Corporations Regulation 2007* and/or any regulations made under the Act from time to time;
- (l) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words importing a gender include any gender;

AY110563K

- (iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency;
- (iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (v) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws under that statute;
- (vi) a reference to an Owners Corporation includes any elected committee of the Owners Corporation and/or committee member; and
- (vii) a reference to a thing includes part of that thing.

1.2 The obligations and restrictions set out in these rules shall be read subject to the rights, grants and or privileges that maybe given to any person(s) by the Owners Corporation from time to time. To the extent of any inconsistency, such rights, grants and or privileges prevail over these rules in respect of the person(s) to whom they are given.

2. HEALTH, SAFETY AND SECURITY

General

- 2.1 Building Management will arrange an Induction Meeting with all new lot occupiers as soon as possible after taking up residence, to explain health, safety and security matters.
- 2.2 A Proprietor must not use car parking spaces for any other purpose than the parking of motor vehicles unless permitted by the Owners Corporation.
- 2.3 A Proprietor must not use a lot or common property, or permit a lot or common property to be used, or do anything, so as to cause a hazard to the health, safety and or security of a proprietor of another lot or any person entering common property.
- 2.4 The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and or security of proprietors.
- 2.5 A Proprietor must abide by decisions and or directions made by the Owners Corporation to ensure that the health, safety and or security of all persons who are entitled to use the common property is not compromised.
- 2.6 A Proprietor must ensure compliance with all statutory requirements with respect to their lot, including any rules, directions and decisions of the Owners Corporation relating to fire safety with respect to the lot and the common property.
- 2.7 If a Proprietor fails to comply with rule 2.5 and or 2.6, the Owners Corporation is entitled to take such action as is required to remedy the breach and may recover the costs of doing so from the Proprietor.

AY110563K

- 2.8 A Proprietor must not interfere or tamper with any fire safety equipment, except in the case of an emergency.
- 2.9 A Proprietor must not interfere or inhibit from operating any channel, ventilation vent, duct or closure within a lot.
- 2.10 A Proprietor must not duplicate a building access device
- 2.11 The Owners Corporation may restrict access by a Proprietor to areas of common property for safety and/or security purposes provided that doing so would not constitute an infringement on a Proprietor's property rights.
- 2.12 A Proprietor must not:
- (a) leave, prop open or permit to remain open any external doors or gates providing access to the common property;
 - (b) compromise the security of the common property;
 - (c) enter into or permit any person to enter into any plant room, machine housing, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, water control, electricity, gas or heating and or cooling controls on the common property without the consent of the Owners Corporation or Building Manager;
 - (d) bring a naked flame into the common property
 - (e) accept deliveries (inclusive of food and beverage deliveries) directly to anywhere other than the reception area on level 1, unless permission has been granted by the Building Manager. In cases where a Proprietor would have difficulty leaving the lot due to limited mobility and/or family situation (e.g. caring for young children or the elderly) permission is not required, however notice must be given to the Building Manager.
 - (f) allow access into the building to any invitee who is wearing head and face protection gear that obscures facial recognition of the invitee (e.g. motor cycle helmets etc.). This rule does not apply to face coverings worn for religious or health reasons.
 - (g) allow building access devices (keys, swipes, fobs etc.) to be left externally to the premises, and must not, without the prior written consent of the Owners Corporation, give building access devices to someone who is not a Proprietor without the prior written consent of the Owners Corporation. A Proprietor must:
 - (i) take all reasonable steps not to lose building access devices; and
 - (ii) notify the Owners Corporation immediately if the Proprietors lose any building access devices
 - (h) do or permit anything which may prejudice the safety or security of the common property, or any person in or about the Building.
- 2.13 A Proprietor must keep the Owners Corporation Manager informed of any damage, forced entry or other act that might compromise the security of the common property.

AY110563K

- 2.14 In the event of the breach of rule 2.12 causing damage to or the dirtying of common property, the Owners Corporation may provide the lot proprietor with a twenty eight (28) day written rectification notice.
- 2.15 A Proprietor must ensure that it, or its representative, checks that all maintenance items referred to in the maintenance schedule of the buildings occupancy permit (and are within the lot) and comply with the requirements of the schedule.

Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe

- 2.16 A Proprietor must not permit any child under the age of 14 years, over whom the Proprietor has control, to remain unaccompanied by a responsible adult on common property including but not limited to car parking areas, function rooms or any recreational areas (e.g. the pool, sauna and gym) where there is a hazard or possible danger.

Fire Control

- 2.17 A Proprietor must not use or interfere with any fire safety equipment except in the case of an emergency.
- 2.18 A Proprietor must not obstruct any fire stairs or fire escape.
- 2.19 A Proprietor must ensure compliance with all statutory and other requirements relating to fire and fire safety with respect to its lots.
- 2.20 A Proprietor must ensure that all smoke detectors installed are properly maintained and tested monthly and that back up batteries are replaced whenever necessary.
- 2.21 A Proprietor must not cause a false fire alarm. If this rule is breached and the Owners Corporation incurs a fee or fine as a result, then the amount of such fee or fine may be recovered from the Proprietor who caused the false alarm.
- 2.21A A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

Storage and use of flammable liquids, dangerous substances and materials

- 2.22 A Proprietor must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material except chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any chemical, liquid, gas or other materials in a fuel tank of a motor vehicle or internal combustion engine.

Waste disposal

- 2.23 A Proprietor must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupier or users of other lots.

AY110563K

3. MANAGEMENT AND ADMINISTRATION

General management and administration of common property and services

- 3.1 A Proprietor must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or balcony within their Lot to any windows contained within the Lot for the purposes of cleaning and maintaining such windows.
- 3.2 A Proprietor must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
 - (a) the structural integrity of any part of the Common property is impaired;
 - (b) the provision of service through the Lot or the common property is interfered with in any way (except temporarily as consented to by the Owners Corporation and the Proprietor of any lot affected); or
 - (c) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with.

Operation of the Rules

- 3.3 A Proprietor must take all reasonable steps to ensure that their invitees comply with the rules as defined in this document at all times.
- 3.4 A copy of these rules must be given to a Proprietor of a lot by the Lot Owner or representative prior to taking up occupancy.
- 3.4A In the event these rules are amended by the owners corporation, a copy of the amended rules must be given to a Proprietor of a lot by the Lot Owner or representative as soon as practicable after the amendment is made.
- 3.5 The Owners Corporation and/or the Committee of Management may, from time to time, issue a document entitled 'House Rules.' These House Rules will assist Proprietors in interpreting the rules contained therein in respect to how these rules should be applied on a daily basis. Accordingly, the House Rules will be binding on all Proprietors at Clarendon Towers.

Consent of Owners Corporation

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

Metering of services and apportionment of costs and services

- 3.7 The Owners Corporation may recover, as debt due from the Proprietor in default or breach, any costs, charges and expense incurred by the Owners Corporation.
- 3.8 The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Proprietor that is more than the amount that the supplier would have charged the Proprietor for the same goods and services.

AY110563K

- 3.9 A Proprietor must pay interest at a rate prescribed under the *Penalty Interest Rates Act* 1983 (Vic) on outstanding fees and charges set under the Rules, Act or Regulations, until they are paid.
- 3.10 To ensure that the common property is respectfully occupied by the Owners Corporation or its Committee of Management, it will, from time to time:
- (a) Determine the amount (\$) of the surety required to be paid by a Proprietor when moving in or out. Such surety to be retained by the Owners Corporation in the event of damage caused as a result of the move in/move out; and
 - (b) Determine the amount (\$) of the surety required to be paid by a Proprietor to the Owners Corporation in order to secure the return of additional keys/swipes or fobs issued by the Owners Corporation; and
 - (c) Determine the amount (\$) of the surety to be paid by an owner to the Owners Corporation in lieu of damage caused by contractors to the common property in the course of renovations or similar to the Proprietors Lot.
- 3.11 If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Proprietor an amount that includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Proprietor from the relevant supplier.
- 3.12 Sub-rule 3.11 does not apply if the concession or rebate:
- (a) Must be claimed by the Proprietor and the Owners Corporation has given the Proprietor an opportunity to claim it but the Proprietor has not done so by the payment date set by the relevant supplier; or
 - (b) Is paid directly by the Proprietor as a refund.
- 3.13 Where a Lot Owner elects to receive any communication from the Owners Corporation or the Registered Manager by a method other than email, the Owners Corporation may recover, as debt due from the Lot Owner, any additional costs, charges and expense incurred by the Owners Corporation over and above that which would have been incurred through communicating via email. This Rule does not apply to Proprietors who may have difficulties with email due to advanced age and/or disability.

4 USE OF COMMON PROPERTY

General

- 4.1 A Proprietor must not obstruct or prevent the lawful use and enjoyment of the common property by any other person entitled to use the common property, or use the common property or allow it to be used, by any other person, in a manner that unreasonably interferes with the quiet enjoyment of any entitled person.
- 4.2 A Proprietor must not hold private parties on the common property unless the Owners Corporation consents thereto in writing, and only then, on the terms of that consent.
- 4.3 A Proprietor must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden or for any other purpose, any portion of common property.

AY110563K

- 4.4 An approval under 4.2 and or 4.3 may state a period for which the approval is granted.
- 4.5 A Proprietor of a Lot must not, without written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

Induction (Training)

- 4.6 For the health, safety and well-being of Proprietors and invitees, a Proprietor that enters into Common Property must complete a building induction to understand the rules of the Owners Corporation, building facilities, fire evacuation plan, and any other relevant information.
- 4.7 The Owners Corporation will conduct the building induction providing two (2) building inductions per Lot per annum free of charge. The number of attendees is unlimited.
- 4.8 If a Lot requires additional building inductions per annum, the Owners Corporation may recover a charge of \$110 inclusive GST per additional induction from the Owner of the Lot. If the induction is required outside of regular business hours (9am – 5pm Monday thru Friday, excluding Public Holidays), the Owners Corporation may recover a charge of \$300 inclusive of GST per additional induction from the Owner of the Lot.
- 4.9 In the event a building induction is not completed by a Proprietor, the Owners Corporation may take measures in the case of an emergency when the behaviour of the Proprietor threatens the health or safety of other Proprietors, to close off any part of the Common Property not required for access to a Lot and necessary to mitigate the current emergency.

Animals

- 4.10 If an Owners Corporation has resolved that an animal is a nuisance or a danger to persons who have a right to use the common property, or is causing damage to the common property, it must give reasonable notice of the resolution to the Proprietor who is keeping the animal.
- 4.11 A Proprietor keeping an animal which is the subject of a resolution made under 4.10 must remove that animal immediately from the common property after having been given written notice of such resolution.
- 4.12 Rule 4.10 does not apply to an animal which assists a person with an impairment or disability in relation to nuisance and damage. However, the Owners Corporation may require the Proprietor of such animal to take reasonable steps to prevent the reoccurrence of the nuisance and or damage.
- 4.13 All animals must be registered with the council as appropriate and the building management and must be on a leash or carried at all times while on the common property.

Erection of signs and public announcements

- 4.14 A Proprietor must not erect or allow the erection of any 'for sale', 'auction', 'for lease' or similar board and or signs of any other description on the common property.
- 4.15 A Proprietor must not use the common property for the making of any public announcement.

AY110563K

Compliance with the Owners Corporation's directions

- 4.16 A Proprietor must always follow the directions of the Owners Corporation when using any common property. This includes all directions which are signposted in or around the common property.

Smoking on common property

- 4.17 A Proprietor or person who is an invitee of the Proprietor must not smoke on the common property, including but not limited to any car park, lift and the perimeter boundary at the Haig St Entrance.
- 4.17A A Proprietor must ensure that smoke caused by the smoking of tobacco or any other substance by the Proprietor, or any invitee of the Proprietor, on the lot does not penetrate to the common property or any other lot.

Movement and use of lifts

- 4.18 A Proprietor must give at least seventy-two hours' notice to the Owners Corporation or its representative before any furniture, fittings, equipment or large objects may be moved in or out of any lot via the goods lift. Further, such moving must be done in the manner and time directed by the representative of the Owners Corporation, provided that nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature that such damage will not be occasioned to any items of common property or of property belonging to the Proprietor of any other lot.
- 4.19 Unless permitted or directed otherwise by the Owners Corporation, a Proprietor or representative operating on their behalf must not use the lift for the delivery or removal of goods, except between the hours of 9.00 a.m. and 4.30pm on business days and 9.00 a.m. and 12 noon on Saturday mornings, and then only when the lift covers have been installed.
- 4.20 An appointment must be made with and confirmed by the Building Manager for moves in and out of Clarendon Towers. If insufficient notice is given, an alternative delivery time will need to be arranged. An indemnity form is required to be filled out by both the Proprietor of the Lot and the removalist. No moves are permitted without this. A surety (refer 3.10) may be required from a Proprietor before an appointment is scheduled.
- 4.21 A Proprietor or representative operating on their behalf, must not damage, obstruct or interfere with the lift, stairways, corridors or any other common property when moving any items in or out of any Lot. Movement of furniture, fittings, equipment or large objects via the goods lift must be introduced to the building via the rear entrance in Blakeney Place and not through the Haig Street front entrance.
- 4.22 A Proprietor must not, and must ensure that any person acting on their behalf does not, hold the lift doors open and or prevent the doors of the lift closing for lengthy periods of time so as to interfere with the normal operation of, or other Proprietors, use of the lifts.
- 4.22A A Proprietor must use the Blakeney Place door when moving any furniture, fittings, equipment or large objects in or out of the building

Storage of bicycles

- 4.23 A Proprietor must not store or keep on the common property or any part thereof any

AY110563K

materials or goods, including bicycles and other items, except in designated areas if any, and subject to terms and conditions set forth in writing by the Owners Corporation.

Use of power outlets

- 4.24 Use of common property power outlets is not permitted for personal use without written approval from the Owners Corporation.

Gas supply

- 4.25 A Proprietors is not permitted to have any other gas connections without the express written consent of the Owners Corporation.
- 4.26 Use of gas is limited to a single cooktop only and may be used without the written consent of the Owners Corporation.

Deposit of rubbish and other material on common property

General waste

- 4.27 All general waste (anything other than recycling) must be bagged in water tight bags and tied. No open bags or loose rubbish is to be placed into the chute. Dimensions of waste should be approximately a cube with 350 mm sides and the weight should be no more than approximately 3 kg.
- 4.28 Rubbish must not be deposited in the Refuse Room Rubbish Chutes between the hours of 10.00 p.m. and 7.00 a.m.

Recycling

- 4.29 All recycling will be undertaken at the direction of the Owners Corporation or its representatives.
- 4.30 In the event that the bin chute/s becomes blocked and the Owners Corporation is able to identify the responsible Proprietor, the cost to reinstate the chute/s may be recovered from the Proprietor.

Hard Rubbish

- 4.31 No hard rubbish is to be left on the common property and any proprietor found to be dumping hard rubbish will be directed to remove it or the Owners Corporation will cause it to be removed and charge the Proprietor responsible for dumping of the rubbish. Any removal of abandoned goods by the Owners Corporation must be in accordance with section 53A of the Owners Corporation Act 2006.

Other

- 4.32 No rubbish or waste shall be placed on common property without the written approval of the Owners Corporation.
- 4.33 A Proprietor must not throw, allow to fall or permit or suffer to be thrown or fall, any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors

AY110563K

or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the offending Proprietor.

Vehicles and parking on common property

- 4.34 A Proprietor must not, except in the case of an emergency, park or leave a motor vehicle or other vehicle, nor permit or leave a motor vehicle or other vehicle:
- 4.34.1 to be parked or left in parking spaces situated on common property or allocated for other lots; or
 - 4.34.2 on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or on any place situated on common property, by the Owners Corporation, except for that purpose.
- 4.35 A Proprietor shall not drive any motor vehicle, and shall not allow any vehicle to be driven, in any direction other than as specified by signage or at any speed higher than indicated on any signage, or as otherwise directed by the Owners Corporation.
- 4.36 A Proprietor must not wash any vehicle in any area, car parking space or any common property whatsoever unless that area has been specifically designated by the Owners Corporation.
- 4.37 Proprietors of carpark and storage cage lots who lease, sublease, licence, rent, hire or otherwise deal with lots shall only do so to other Proprietors and must not lease, sublease, licence, rent, hire or otherwise deal with lots with any party who is not a Proprietor.
- 4.37A A Proprietor must not use car parking spaces for any other purpose than the parking of motor vehicles unless permitted by the Owners Corporation.

Damage to common property

- 4.38 A Proprietor must not mark, paint, or alter the common property without the written approval and direction of the Owners Corporation.
- 4.39 A Proprietor must not alter or damage, in any way, a structure that forms part of the common property without the written approval and direction of the Owners Corporation.
- 4.40 An approval under sub-rules 4.38 and 4.39 may state a period for which the approval is granted and the works and conditions for the approval.

Interference with common property

- 4.41 A Proprietor must not, without the prior written consent of the Owners Corporation, remove any article from the common property placed there at the direction or authority of the Owners Corporation, and must use all reasonable endeavours to ensure that those articles are used only for their intended use and are not damaged.
- 4.42 A Proprietor must not, without the written authority of the Owners Corporation, interfere with the operation of any plant and equipment owned by the Owners Corporation and installed on the common property.
- 4.43 A Proprietor must not modify any air conditioning, heating or ventilation system, or associated ducting servicing that lot, without the prior written consent of the Owners

AY110563K

Corporation.

- 4.44 A Proprietor must not install nor permit the installation of a covering to any storage area other than as permitted by the Owners Corporation.
- 4.45 A Proprietor must not modify any intercom, television aerial or communication system (except telephone and internet connections) servicing that lot without the prior written consent of the Owners Corporation.
- 4.46 A Proprietor must not enter any plant room without the prior written consent of the Owners Corporation.

Use of the swimming pool area and sauna

- 4.47 The following conditions apply to the use of the swimming pool area and sauna area within the common property. These conditions must be observed by all Proprietors as well as persons under their control and invitees:
 - 4.47.1 children under 14 years may only use the swimming pool & sauna if supervised by an adult;
 - 4.47.2 glass objects, drinking glasses and sharp objects are not permitted in the swimming pool & sauna area;
 - 4.47.3 alcohol and food are not permitted in the swimming pool & sauna area;
 - 4.47.4 the swimming pool & sauna area is for use by Proprietors and no more than two invitees at a time. A Proprietor must accompany invitees at all times;
 - 4.47.5 smoking is not permitted in the swimming pool & sauna area;
 - 4.47.6 all users of the swimming pool & sauna areas must shower first before using the swimming pool;
 - 4.47.7 running, ball playing, noisy or hazardous activities are not permitted in the swimming pool or deck area;
 - 4.47.8 hours of use are 24 hours;
 - 4.47.9 all users of the swimming pool & sauna area must dry off before leaving the area;
 - 4.47.10 footwear must be worn to and from the swimming pool & sauna area;
 - 4.47.11 a Proprietor and persons under their control must ensure that when in the swimming pool & sauna area, appropriate attire is worn at all times (i.e. nude bathing is not permitted);
 - 4.47.12 all users of the swimming pool & sauna area do so at their own risk;
 - 4.47.13 each and every user of the pool & sauna must conduct themselves in a safe and proper manner and in accordance with any direction in respect to the use of the facility;
 - 4.47.14 no audible music is permitted within the swimming pool & sauna area.
 - 4.47.15 The use of mobile phones is limited to silent use. Telephone conversations, audible

AY110563K

notifications, audible music, etc. are not permitted.

4.47.16 The taking of photographs or video on any device is not permitted.

Use of the gymnasium

4.48 The following conditions apply to the use of any gymnasium within the common property. These conditions must be observed by all Proprietors as well as all persons under their control:

- (a) children under the age of 14 are not permitted to use the gymnasium unless supervised at all times by an adult;
- (b) glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
- (c) alcohol and food are not allowed in the gymnasium;
- (d) smoking is not permitted in the gymnasium;
- (e) all users of the gymnasium must carry a towel to wipe down equipment after use;
- (f) suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times;
- (g) all users of the gymnasium do so at their own risk;
- (h) each and every user of the gymnasium must conduct themselves in a safe and proper manner and in accordance with any posted directions in respect of use of equipment and the facility in general;
- (i) hours of use are 24 hours;
- (j) the gymnasium is for use by Proprietors and no more than one invitee at a time. A Proprietor must accompany the invitee at all times;
- (k) The use of mobile phones is limited to silent use. Telephone conversations, audible notifications, audible music, etc. are not permitted.
- (l) The taking of photographs or video on any device is not permitted.

5. LOTS

Maintenance of lots

- 5.1 A Proprietor must keep their lot in good repair and properly maintained.
- 5.2 A Proprietor must not permit oil leakages from any motor vehicle, trailer or motor cycle which is owned by them or under their control onto the common property or allow such leakages to spread to another lot or the common property (e.g. by pedestrian or vehicular traffic).
- 5.3 The Owners Corporation reserves the right to clean any common property, or a Proprietor's Lot which is stained by oil, petrol and a like substance, and charge that

AY110563K

Proprietor for the cost. The Owners Corporation will give seven days' notice of its intention to do such cleaning, except where it is deemed to be an Occupational Health & Safety hazard, when it will be cleaned immediately.

5.4 Not Used.

5.5 Not used.

Change of use of lots

5.6 A Proprietor must seek written permission of the Owners Corporation to make a change to the use of a Lot in a way that will affect the insurance premiums for the Owners Corporation. For example, if the change of use results in a hazardous activity being carried out on the lot or results in the lot being used for retail, commercial or industrial uses rather than residential purposes.

5.6A If a Proprietor's change to the use of a Lot causes an insurance premium payable by the Owners Corporation to be greater than it would be if the Lot were not put to that use, so much of a contribution payable by the owner of the lot as is attributable to insurance premiums may, with the consent of the owner, be increased to reflect the extra amount of the premium.

5.7 A Proprietor must not use or permit a lot to be used for any purpose which may be illegal or may cause a nuisance or hazard to any other Proprietor or invitees of any such Proprietor, or interfere with the lawful use and enjoyment of the common property by any other person entitled to use the common property.

External appearance of lots

Erection of signs, blinds, awnings and other articles

5.8 A Proprietor must not place, display or hang any chattel (including any item of clothing or any wind chimes) or signage (including 'for sale', 'for lease' or any business signage) on or from a balcony or similar or a window forming part of the Lot or common property.

5.9 A Proprietor must not install any window furnishings other than that specified by the Owners Corporation Specification that any external appearance to be white, neutral colours, beige or black

5.10 A Proprietor must keep all accessible windows within their lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the lot or Building.

5.11 A Proprietor must not hang or place or permit to be hung or placed any garment or article of clothing, sheet, blanket or towel, or other article on any part of the common property on or from any part of the exterior of the lot, including the balcony, or such as to be visible from outside the lot, except as provided by the Owners Corporation.

5.12 A Proprietor must not store bicycles or other articles on the balconies or exteriors of the lots or any common property without securing items appropriately and ensuring no negative impact on the visual appearance of the lot.

5.13 A Proprietor must not install any flywire screen, awning, external blind, security door or any other exterior fixture or fitting without first having obtained written permission to do

AY110563K

so from the Owners Corporation and, provided the said permission complies with the Owners Corporation's standards and governing authorities.

- 5.14 A Proprietor must not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition. Further, the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot or interfere with the use and enjoyment of their lots by the Proprietors of those lots. When watering or cleaning, every effort must be taken to ensure minimal disturbance to other lots.
- 5.15 A Proprietor must not construct or erect any sheds, kennels, tanks, hot tubs or other items or structures of any nature or description on any terrace, patio or balcony which may be of a weight that might adversely affect the terrace, patio or balcony without having first obtained the written consent of the Owners Corporation and governing authorities.
- 5.16 A Proprietor must not construct or erect any outside wireless, television aerial, satellite dish or receiver, or thing of like nature, without the prior written consent of the Owners Corporation.

Noise and nuisance

- 5.17 A Proprietor must not make, or permit to be made, any noise which may be heard outside the lot between the hours of 10pm – 7am unless otherwise entitled as a matter of law.

Building Management may make exceptions upon application (e.g. for New Year's Eve).

Requiring notice to Owners Corporation of any renovations to lots

- 5.18 A Proprietor must not perform any renovations on a lot without having completed, submitted and obtained written approval of their Building Works Agreement from the Owners Corporation (refer section 9).
- 5.19 28 days written notice must be provided to the Owners Corporation and Proprietors abutting the lot to be renovated.

Building Works

- 5.20 Works permitted under Rule 5.18 may only be carried out between the hours of 9.00 a.m. – 5 p.m. on business days or other times as approved in writing by the Owners Corporation (with the exception of quiet works, such as painting) unless otherwise entitled as a matter of law. Such approval may be withdrawn by the Owners Corporation if said Building Works have negative impacts on other Proprietors ability to experience quiet enjoyment.

Access to Lots by Owners Corporation

- 5.21 Except in the case of an emergency (in which case no notice is required), following seven (7) days written notice for the Owners Corporation, its representative or Building Management, will be permitted to inspect the interior of any Lot. Such access will be requested for purposes of assessing conditions in a Lot which may have detrimental impacts on another Lot and/or the common property and for purposes of inspecting compliance with any conditions stipulated by the Owners Corporation in approving a Building Works Agreement and for purposes of inspecting compliance with a notice served on a Lot Owner to carry out necessary repairs, maintenance or

AY110563K

other works.

6. BEHAVIOUR OF PERSONS

Behaviour of owners, occupiers and invitees on common property

- 6.1 A Proprietor must not, and must take all reasonable steps to ensure that invitees of the Proprietor do not, behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

Noise and other nuisance control

- 6.2 A Proprietor or invitee of a Proprietor must not unreasonably create or permit to be unreasonably created any noise on the common property likely to interfere with the peaceful enjoyment of any Proprietor or any other person entitled to use the common property.
- 6.3 Rule 6.2 does not apply to the making of a noise if the Owners Corporation has given written permission permitting the noise be made.

7. DISPUTE RESOLUTION

Grievance procedure

- 7.1 The grievance procedure set out in these rules applies to disputes involving a proprietor, the Registered Manager or the Owners Corporation.

Complaint

- 7.2 A party making a complaint (**'the complainant'**) to the Owners Corporation pursuant to section 152(1) of the Act must prepare a written statement in the approved form and provide it to the Owners Corporation and all other parties involved in the dispute.
- 7.3 If the complainant does not have the address of the party involved (**'the respondent'**), the complainant may request that the Owners Corporation provide a copy to the respondent within seven days.
- 7.4 The respondent may respond to the complainant's statement, in writing, to the Owners Corporation, within 10 working days of receiving the written complaint.
- 7.5 In the event that the respondent fails to respond within these 10 working days, the Owners Corporation may determine the most appropriate course of action. The Owners Corporation's determination must be in accordance with the law, including, but not limited to the *Owners Corporation Act 2006* (VIC), and must not limit a Proprietor's right in any way nor purport to make a decision that may only be made by a Tribunal or Court of competent jurisdiction.

Meeting

- 7.6 The complainant and or respondent may request, at the time of making the complaint, the holding of a meeting and mediation with representatives from the committee of the Owners Corporation.
- 7.7 If any party refuses to attend a meeting as arranged under rule 7.6, or fails to attend after being provided reasonable notice, the Owners Corporation may determine the most

AY110563K

appropriate course of action to take.

- 7.8 A party to the dispute may appoint a person to assist them at any meeting.
- 7.9 In the absence of a request for the holding of a meeting, the Owners Corporation has the prerogative to determine whether it is of utility and or impose any alternative course of action they believe appropriate in the circumstances. The Owners Corporation's determination must be in accordance with the law, including, but not limited to the Owners Corporation Act 2006 (VIC), and must not limit a Proprietor's right in any way nor purport to make a decision that may only be made by a Tribunal or Court of competent jurisdiction.

Unresolved dispute

- 7.10 If the dispute is not resolved within a reasonable period of time, the Owners Corporation must notify each party of their right to take further action under Part 10 of the Act.
- 7.11 The process outlined in rule 7 is separate to, and does not in any way limit, any further action under Part 10 of the Act.

8. INCORPORATION OF THE ACT

- 8.1 To the extent permitted by Part 8 and Schedule 1 of the Act, the Owners Corporation adopts as rules the provisions of the Act and the Regulations.
- 8.2 A Proprietor must comply with the Act and Regulations. Any breach will constitute a breach of these rules.
- 8.3 Where both these Rules and the Model Rules contained in Schedule 2 of the *Owners Corporations Regulations 2018* (VIC) provide for a matter, these Rules shall prevail.

9. DESIGN CONSTRUCTION AND LANDSCAPING

Building works

- 9.1 A Proprietor must not undertake any building works within or about or relating to the lot which shall affect common property, services within common property and or other lots unless the Proprietor:
- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor as per the building works agreement (refer rule 5.18) which may be modified by the Owners Corporation from time to time and includes, but is not limited to:
 - (i) the external appearance of the building; or
 - (ii) any common property; or
 - (iii) the building structure or services; or
 - (iv) the fire or acoustic ratings of any component of the buildingand
 - (b) supplies to the Owners Corporation further particulars of those proposed works as the Owners Corporation requests to enable it to be reasonably satisfied that

AY110563K

the proposed works:

- (i) accord with the reasonable aesthetic of the building;
- (ii) do not endanger the common property; and
- (iii) are compatible with the overall services to the building, common property and other lots

and

(c) receives written approval for those works from the Owners Corporation:

- (i) such approval cannot be unreasonably or capriciously withheld, but may be made subject to the condition that the reasonable costs of the Owners Corporation (i.e. the costs of engaging building consultants to consider such plans and specifications) are met by the Proprietor; and
- (ii) such approval shall not be effective until such costs have been paid.

and

(d) pays such reasonable costs to the Owners Corporation;

and

(e) has obtained all requisite permits, approvals and consent under all relevant laws and copies have been given to the Owners Corporation.

- 9.2 Works must be completed strictly in accordance with the permits, approvals, consents and conditions stipulated in rule 9.1(e).
- 9.3 All flooring works must, upon completion, meet a minimum 5 star rating for airborne and structure-borne noise as described in the *Association of Australasian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating Version 1.0*.
- 9.4 A proprietor must ensure that all works are done in a proper and workmanlike manner by duly registered and insured contractors and in accordance with the specifications approved by the Owners Corporation under this Rule.
- 9.5 A Proprietor must 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.
- 9.6 Without limiting the generality of rules 9.1-9.2, the Proprietor must ensure that they, and any servants, agents and or 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

AY110563K

Agencies;

- (d) the exterior and the common property of the Building must, at all times, be maintained in a clean, tidy and safe state; and
 - (e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the common property unless approval is obtained from building management...
- 9.7 A Proprietor and any servants, agents and or contractors undertaking such works, must comply with the proper and reasonable directions of the Owners Corporation with respect to:
- (a) the use of common property;
 - (b) hours of work;
 - (c) minimisation of damage to common property; and
 - (d) services contained within the common property.
- 9.8 Before any of the Proprietor's works commence, the Proprietor must:
- (a) cause to be effected and maintained a contractor's all risk insurance (including public liability in the amount of \$20,000,000) policy to the satisfaction of the Owners Corporation for the duration of the building works; and
 - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
 - (c) obtain written permission from the Owners Corporation as per rule 5.18
- 9.9 Access shall not be available to other lots or common property for the installation and maintenance of services and associated building works without the consent or licence of the owner or the Owners Corporation in the case of common property.

10. NOTIFICATION OF DEFECTS

- 10.1 A Proprietor must promptly notify the Owners Corporation or its Registered Manager on becoming aware of any damage to, or defect in, the common property or any personal property vested in the Owners Corporation.

11. INSURANCE PREMIUMS

- 11.1 A Proprietor must not, without the prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation. Refer to Rule 5.6A.

12. COMPLIANCE WITH RULES BY INVITEES

- 12.1 A Proprietor must take all reasonable steps to ensure that its invitees comply with these rules, and in default, take all reasonable steps to ensure that its invitees leave the Building

AY110563K

immediately following the conclusion of the invitee's visit.

- 12.2 A Proprietor 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.

13. COMPLIANCE WITH LAWS

- 13.1 A Proprietor must, at the Proprietor's own expense, promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Governmental Agency.
- 13.2 A Proprietor must not use the lot for any purpose that may be illegal or injurious to the reputation of the Building, the lots and or the common property, or which may cause a nuisance or hazard to any other Proprietor or its invitees.

14. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

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

15. NO TRADE OR BUSINESS

- 15.1 Subject to rule 16, no Proprietor is to use the lot or any part of the common property for any trade or business, nor permit others to do so, unless:
- (a) the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot;
 - (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
 - (c) the trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors of other lots.

16. COMMERCIAL PREMISES

- 16.1 Without limiting any other rule, the Proprietor of any lot used for a commercial purpose(s) on the ground level must:
- (a) comply with all health, noise and other regulations in carrying on the business from the lot;
 - (b) not carry on the business (nor allow access to the lot for cleaning) within the hours of 1.00am - 6.00am, unless otherwise entitled as a matter of law; and
 - (c) properly filter all vapour to ensure all oil particles are removed prior to exhausting, so that the filter air contains no residual burnt or cooked oil smell to the surrounding lots or common property.

AY110563K

- 16.2 Nothing herein shall prohibit the Proprietor of a ground level lot from carrying on its reasonable business operations and applying for any planning permit, liquor licence or any other legislative consent or permit provided that the Proprietor, at all times:
- (a) operates lawfully;
 - (b) obtains each and every permit, liquor licence or other consent required;
 - (c) operates within the terms of such liquor licence, permit or consent;
 - (d) stores its garbage and waste in receptacles approved by Building Management in such part of the common property as is approved by Building Management from time to time;
 - (e) arranges for all garbage and waste in excess of the standard weekly garbage collection services arranged by the Owners Corporation to be collected and removed from the building as reasonably necessary (minimum once weekly). The tenancy will be responsible for choosing a waste provider, negotiating a service agreement and paying for those services;
 - (f) avoids unnecessary noise when filling bins;
 - (g) ensures lids on bins are securely closed at all times and that bins are kept clean;
 - (h) ensures garbage is drained and securely wrapped;
 - (i) ensures all cardboard and paper waste is cut up or folded so as to fit in bins;
 - (j) stores all bins within the lot and must not store bins or leave garbage on common property.
- 16.3 The Owners Corporation agrees not to do any such act which may hinder or prevent the Proprietor of a ground level lot from conducting its business, as long as it has been approved by the Owners Corporation in writing and in accordance with the said rules and is lawful.

