

Owners Corporation Consolidated
Rules

Park Central

Plan of Subdivision 337921Y
Owners Corporation No. 1

469 St Kilda Road, Melbourne
Version 04.04.2014

*I certify that these rules are the rules
passed by special resolution on 30.04.14*

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MANAGER OF OWNERS CORPORATION 337921Y.

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About this publication

These Owners Corporations Rules have been written by Pelham Lawyers Pty Ltd for Park Central.

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1 Interpretations and definitions

1.1 Interpretations

Unless the context otherwise requires:

- a) headings are for convenience of reference only and do not affect interpretation;
- b) words importing the singular include the plural and vice versa;
- c) a reference to a person includes any company, partnership, joint venture or other entity;
- d) a reference to a thing includes part of that thing;
- e) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- f) a reference to a Law includes all Laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances and Rules issued under that statute;
- g) these Rules operate in addition to any obligation or responsibility imposed on You under any statute or common Laws or in equity.

1.2 Definitions

- a) **“Act”** means the *Owners Corporations Act 2006*;
- b) **“Air Conditioning Unit”** means the air conditioning unit or units, as the case may be, that exclusively services an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps, fans and any other associated components located in and forming part of the Common Property;
- c) **“Building”** includes a structure and part of a Building or a structure, walls, out buildings, service installations and other appurtenances of a Building located on the Land;
- d) **“Building Works”** are any works, alterations, additions, removal, repairs, or replacement of:
 - i. Common Property structures, including Common Property walls, floors and ceiling enclosing Your Lot, car space, and or storage cage/space;
 - ii. Common Property services and services to the Building;
 - iii. the internal walls and floors inside Your Lot,
 - iv. the structure of Your Lot;
 - v. Services provided to Your Lot;Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot.
- e) **“Building Works Agreement”** means an agreement entered into between You and the Owners Corporation which outlines the conditions to apply with respect to Building Works;

- f) **“Committee”** means a Committee of the Owners Corporation appointed in accordance with the Act and where the context so allows a Sub-Committee;
- g) **“Common Property”** means the Common Property referred to on the Plan of Subdivision;
- h) **“Condenser Unit”** means the condenser unit connected to the Air Conditioning Unit servicing a Lot, including any pipes, wires, cables, ducts, cooling apparatus, pumps and fans;
- i) **“Development”** means the development of the Land situated at 469 St Kilda Road, Melbourne;
- j) **“Grievance Committee”** is a sub-committee set up to deal with grievances regarding the Owners Corporation and the Common Property;
- k) **“Land”** means the whole of the land described in the Plan of Subdivision including Buildings and airspace;
- l) **“Land affected by the Owners Corporation”** means the Lots of which the owners for the time being are the members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible;
- m) **“Law”** means the provisions of any statute, Rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise and includes all requirements, notices and orders of any government authority;
- n) **“Lot”** means a part of the Land (except a road, a reserve or Common Property) shown on the plan which can be disposed of separately and includes a lot or accessory lot on the registered Plan of Subdivision and a Lot or accessory lot on a registered cluster plan;
- o) **“Lot owner”** means the registered proprietor of a Lot;
- p) **“Manager”** means the company for the time being appointed by the Owners Corporation as its manager and a reference in these Rules to the Owners Corporation shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires;
- q) **“Member”** means owner of a Lot affected by the Owners Corporation;
- r) **“Occupier”** means any tenant, licensee or other person or persons occupying a Lot;
- s) **“Owners Corporation”** means the Owners Corporation that is incorporated by registration of the Plan of Subdivision;
- t) **“Plan”** or **“Plan of Subdivision”** means the plan of subdivision for the development, being PS 337921Y;
- u) **“Regulations”** means the *Owners Corporations Regulations 2007*;
- v) **“Residential Lot”** means a Lot that is allocated on the Plan of Subdivision for residential purposes and/or which is used for residential purposes;

- w) **“Resident Manager”** means any resident Building manager appointed by the Owners Corporation;
- x) **“Residents”** means a Lot owner and Occupier;
- y) **“Rules”** means the rules contained herein and any additional rules applicable pursuant to relevant Law;
- z) **“Security Key”** means a key, magnetic card or other device used to open and close doors, gates or locks or otherwise for security purposes in respect of a Lot or the Common Property;
- aa) **“Services”** means gas, electricity, plumbing, water, air-conditioning, heating, ventilation and similar services;
- bb) **“Vehicle”** means a motor vehicle, including but not limited to a motorcycle, truck, trailer or bus;
- cc) **“You”** means a Member, owner or Occupier of a Lot.

2 Rules and Laws

2.1 Rules

These Rules exist for the purpose of controlling, managing and administering the use and enjoyment of Common Property.

2.1.1 These Rules are binding on:

- i. Members;
- ii. Occupiers;
- iii. the Owners Corporation.

2.1.2 These Rules may be amended from time to time by the Owners Corporation by the passing of a special resolution.

2.2 Laws

2.2.1 You must, at Your own cost and in a timely manner, comply with all Rules and Laws relating to:

- i. Your Lot;
- ii. the use of Your Lot;
- iii. the use of Common Property and services to the Building.

2.2.2 The Laws referred to in Rules 2.2.1 include but are not limited to, planning Laws, developer, building or other approvals, consent requirements, notices and/or offers of statutory or governmental authorities.

2.3 Responsibility of others

2.3.1 You must ensure that all:

- i. Your invitees;
- ii. Occupiers of Your Lot;
- iii. invitees of Occupiers of Your Lot

comply with these Rules and all Laws relating to Your Lot and ensure all Occupiers of Your Lot are provided with a copy of these Rules.

- 2.3.2 You are responsible for any breaches or failures to comply with these Rules or any Laws relating to Your Lot by all:
- i. Your invitees;
 - ii. Occupiers of Your Lot;
 - iii. invitees of Occupiers of Your Lot.

3 Your behaviour

3.1 General behaviour

- 3.1.1 You must not obstruct the lawful use and enjoyment of Common Property by any person.
- 3.1.2 You must not engage in any illegal activity on Common Property or permit a Lot affected by the Owners Corporation to be used for a purpose which may be illegal or injurious to the reputation of the Development and/or the Building.
- 3.1.3 You must not engage in any activity which may cause any disturbance, a nuisance or hazard to a Lot owner, Occupier or their family or visitors.
- 3.1.4 You must not use language or behaviour in a manner likely to cause offence or embarrassment to any person lawfully using Common Property or using the Land generally.
- 3.1.5 You must not:
- i. consume alcohol;
 - ii. take glassware;
 - iii. dispose of rubbish;
 - iv. smoke;
 - v. use or permit to be used bicycles, skateboards, scooters, roller skates or roller blades on Common Property except where permitted by the Owners Corporation.
- 3.1.6 You must, when on Common Property or if on any part of a Lot so as to be visible from another Lot or from Common Property, be suitably clothed so as to not cause an offence to a reasonable person.
- 3.1.7 You must not when on common property conduct or permit another to conduct themselves in a threatening or abusive manner. This includes conduct which leads a reasonable person to fear harm in a physical or emotional sense.

3.2 Noise and nuisance control

3.2.1 Residential Lot owners

- 3.2.1.1 Residential Lot owners (including invitees, occupiers and occupier's invitees) must not:

i. create or permit any noise or behaviour, in or about the Common Property or any Lot affected by the Owners Corporation, that is likely to interfere with the quiet enjoyment and amenity of any:

- a. person lawfully using the Common Property; or
- b. any Lot owner, Occupier or their family and visitors;

ii. use any machinery, including but not limited to a hammer, drill or jack hammer, in a Lot during the following times:

- a. before 9am and after 4pm on weekdays; and
- b. not at any time on weekends and public holidays;

iii. make or permit to be made noise from music or other source which may be heard outside your lot.

iv. You must not install or operate any intruder alarm which emits an audible signal or any external speakers or audio amplifiers on balcony or adjoining areas.

3.2.1.2 Rule 3.2.1.1 does not apply if the Owners Corporation has given written consent for the noise to be made.

4 Use of Common Property

4.1 Your use of Common Property

4.1.1 You must not use Common Property or permit it to be used in a manner which:

- i. obstructs or interferes with the lawful use of the Common Property by any person entitled to use the Common Property;
- ii. is in breach of these Rules.

4.1.2 You must not without the prior written consent of the Owners Corporation, interfere with the operation of any plant or equipment installed on the Common Property or pertaining to the use of Common Property or any Lot.

4.1.3 You must not without the prior written consent of the Owners Corporation, remove any article from Common Property placed there by direction or authority of the Owners Corporation.

4.1.4 You must use all reasonable endeavours to ensure that those articles that have been placed on Common Property at the direction or authority of the Owners Corporation are used only for their intended purpose and are not damaged.

4.1.5 You must not, without the prior written consent of the Owners Corporation, enter into or permit anyone to enter into:

- i. any plant room;
- ii. machine housing including the caged area within the waste disposal room;
- iii. electricity switch room;
- iv. machine room.

in or on Common Property.

- 4.1.6 You must not, without the prior written consent of the Owners Corporation, adjust or cause adjustment to:
- i. the thermostat;
 - ii. board control;
 - iii. communication system;
 - iv. electricity;
 - v. gas or heating;
 - vi. cooling controls;
 - vii. any ventilation system;
 - viii. air conditioning;
 - ix. ducting;
 - x. any other infrastructure providing Services;
- in or on Common Property or servicing a Lot.

- 4.1.7 You must not smoke on Common Property within the building, including but not limited to carparks, stairwells, lifts, foyers, pool and recreational areas.

4.2 Vehicles on Common Property

- 4.2.1 You must not park or leave a Vehicle or permit a Vehicle to be parked or left:
- i. on Common Property;
 - ii. on a Lot not legally owned or occupied by You;
 - iii. in a manner which obstructs and/or interferes with access, including but not limited to driveways, pathways, entrances or exits, to a Lot and/or Common Property;
 - iv. in a manner which obstructs any access aisles in the car park;
 - v. in an area allocated by the Owners Corporation for visitor parking for more than 48 hours; without the prior written consent of the person who legally owns or controls the Land in which the Vehicle is sought to be parked or left.
- 4.2.2 You must ensure that a visitor of Your lot using a space allocated for visitors parking must sign the register and provide details of vehicle registration, Lot number and time and date of arrival.
- 4.2.3 You must not permit anyone to park in a space allocated for visitor parking whose purpose for parking is to attend a property other than Park Central.
- 4.2.4 You must not park on a permanent basis within a space allocated for visitor parking.
- 4.2.5 You must not permit oil leakages from any Vehicle onto:
- i. Common Property;

ii. Land affected by the Owners Corporation.

4.2.6 You must reimburse on demand, the Owners Corporation for the cost of cleaning and removing any oil stain caused by Your Vehicle in contravention of this Rule.

4.2.7 You must be aware of pedestrians at all times, when entering, accessing or exiting the Development or Building.

4.2.8 You must not reverse or drive in a manner which is reckless and or dangerous.

4.2.9 You must not exceed a speed limit of 5km per hour.

4.3 Pets and animals on Common Property

4.3.1 You must ensure that any pet and/or animal in Your control and/or possession:

- i. does not urinate or defecate on Common Property or Land affected by the Owners Corporation;
- ii. does not obstruct or interfere with a person's lawful use and enjoyment of Common Property including in relation to the generation of noise;
- iii. does not enter any swimming pool and/or gymnasium area forming part of the Common Property;
- iv. is at all times kept within Your Lot;
- v. is at all times restrained on a leash, carried or in a cage whilst on Common Property.

4.3.2 You must observe the following management requirements with respect to any pets and/or animal under Your control:

- i. You must at all times be in attendance with Your pet and/or animal when on Common Property;
- ii. Pets or animals are only permitted to enter or leave the Building through the basement;
- iii. You must take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the pet or animal;
- iv. You will be responsible for any damage, cleaning or reinstatement costs incurred by the Owners Corporation as a result of the presence of any pet or animal on Common Property.

4.3.3 The Owners Corporation may resolve to have a pet and/or animal which is:

- i. a danger to persons and/or property; or
- ii. which is offensive or causing undue noise or nuisance removed from the Building or the Development.

4.3.4 The Owners Corporation is to provide notice of the resolution to remove a pet or animal, to the person who is in control and/or possession of the pet or animal which is the subject of the resolution.

4.3.5 Upon receipt of notice of the resolution to remove a pet or animal, You must remove the pet or animal which is in Your control and/or possession and which is the subject of a resolution.

4.3.6 A resolution to remove a pet or animal does not apply to a pet or animal that assists a person with an impairment or disability.

4.4 Use of the gymnasium

4.4.1 The following provisions apply to the use of the gymnasium area which must be observed by You and persons under Your control:

- i. children under the age of 16 are only permitted to use the gymnasium whilst under direct adult supervision (this includes personal trainers etc);
- ii. glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
- iii. the gymnasium is for use by Residents only;
- iv. alcohol and food are not allowed in the gymnasium;
- v. smoking is not permitted in the gymnasium;
- vi. all users of the gymnasium must carry a towel at all times and wipe down equipment after use;
- vii. hours of use are from 6.00am to 11.00pm;
- viii. suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium, socks and gym shoes are to be worn at all time;
- ix. suitable clothing (excluding swimwear) is to be worn whilst in the gymnasium;
- x. all users of the gymnasium must turn off all lights and air conditioning when leaving;
- xi. all users of the gymnasium must strictly follow the equipment instructions;
- xii. all users of the gymnasium do so at their own risk;
- xiii. no music, other than that provided by the Owners Corporation is allowed in the gymnasium;
- xiv. You must not breach or permit persons under Your control to breach these Rules as stipulated.

4.5 Use of pool

4.5.1 The following provisions apply to the use of the swimming pool area which must be observed by You and persons under Your control:

- i. children may use the swimming pool area only if supervised by an adult at all times;
- ii. glass objects, drinking glasses and sharp objects are not permitted in the swimming pool areas;
- iii. alcohol and food are not permitted in the swimming pool area;

- iv. the swimming pool area is for use by Residents and their immediate family at any one time, and such users are to be accompanied by the Resident at all times;
- v. smoking is not permitted in the swimming pool area;
- vi. for the hygiene of all users of the swimming pool, You must shower prior to entering the swimming pool;
- vii. jumping, diving, running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area;
- viii. spitting is not permitted in the swimming pool or swimming pool area;
- ix. hours of use are 6.00am to 11:00pm;
- x. all users of the swimming pool area must dry off before leaving this area;
- xi. footwear must be worn to and from swimming pool area;
- xii. You must ensure that You and all persons under Your control wear appropriate attire at all times when in the swimming pool area;
- xiii. nude bathing is prohibited and females must wear a bathing top in the swimming pool and adjoining areas;
- xiv. all users of the swimming pool area do so at their own risk;
- xv. if the pool is no longer in use when You are leaving the pool area, then it is Your responsibility to activate the closure of the pool cover;
- xvi. when the pool is not in use the cover must be closed at all time;
- xvii. You must ensure that You and all persons under Your control do not breach these Rules.

4.6 Use of change room

- 4.6.1 The following provisions apply to the use of the change room area which must be observed by You and persons under Your control:
 - i. children are not permitted in the change rooms unless accompanied by an adult;
 - ii. glass objects, drinking glasses and sharp objects are not permitted in the change rooms;
 - iii. alcohol and food are not permitted in the change rooms;
 - iv. the change rooms are for use by Lot owners and Occupiers and no more than two invitees at any one time, although invitees are to be accompanied by You at all times;
 - v. smoking is not permitted in the change rooms;
 - vi. hours of use for the change rooms are 6:00 am to 11:00pm;
 - vii. footwear must be worn to and from the change rooms;

- viii. showers should be kept to no longer than 3 minutes to ensure other users are not kept waiting too long and water conservation;
- ix. all users of the change rooms do so at their own risk;
- x. mobile phones or any camera operated devices are not permitted in the change rooms at any time.

4.7 Use of spa/sauna

4.7.1 The following provisions apply to the use of the spa/sauna area which must be observed by You and persons under Your control:

- i. children under the age of sixteen (16) are not permitted in the spa or sauna areas;
- ii. glass objects, drinking glasses and sharp objects are not permitted in the spa or sauna areas;
- iii. alcohol and food are not permitted in the spa or sauna areas;
- iv. the spa and sauna area are for use by Lot owners and Occupiers and no more than two invitees at any one time, although invitees are to be accompanied by You at all times;
- v. smoking is not permitted in the spa or sauna areas;
- vi. for the hygiene of all users, You must shower prior to using the spa or sauna areas;
- vii. hours of use are 6:00am to 11:00pm;
- viii. all users of the spa and sauna must always carry a towel and must dry off before leaving this area;
- ix. a towel must be taken into the sauna for sitting on and drying off at all times;
- x. footwear must be worn to and from the spa and sauna areas;
- xi. You must ensure that when in the spa or sauna areas appropriate attire is worn at all times. Nudity is not permitted at any time;
- xii. all users of the spa and sauna areas do so at their own risk;
- xiii. mobile phones or any camera operated devices are not permitted in the spa, steam room or sauna areas.

4.8 Use of lifts

4.8.1 You must not smoke in the lifts.

4.8.2 For safety reasons You must not permit children to use the lifts without adult accompaniment, particularly in the event of failure.

5 Restricted use of Common Property

5.1 For security and safety reasons

5.1.1 The Owners Corporation may take measures to protect and secure Common Property and Lots affected by Common Property against fire and other hazards and without limitation may:

i. close off or restrict access to Common Property not required for access to a Lot on either a permanent or temporary basis;

ii. permit, to the exclusion of others, any designated part of Common Property to be used by the Resident Manager, Manager or any security personnel to operate or monitor security and general safety of the Common Property or Lots;

iii. install and operate on Common Property audio visual security cameras and other audio visual surveillance equipment for the security of Common Property and /or Lots;

iv. restrict by means of a Security Key Your access to levels of Lots where You do not own or occupy a Lot.

5.1.2 You must:

i. abide by any action taken by the Owners Corporation pursuant to Rules

ii. take reasonable care to make sure that fire and security doors are locked and closed when they are not being used.

iii. take reasonable care to ensure persons unknown to You do not follow You through the security doors or gates to the Development, into the swimming pool, gymnasium or carpark without use of their own Security Key.

5.1.3 You must not:

i. do anything which may prejudice the security and safety of Common Property;

ii. interfere with security cameras or surveillance equipment.

5.2 Security Keys

5.2.1 The Owners Corporation may charge a fee for any number of Security Keys issued in excess of the number allocated by it for Your Lot.

5.2.2 The Security Keys belong to the Owners Corporation.

5.2.3 You must:

i. take all reasonable steps not to lose the Security Keys;

ii. return the Security Keys to the Owners Corporation if You no longer need them or if You no longer own or occupy a Lot;

iii. notify the Owners Corporation immediately if You lose a Security Key;

iv. include a requirement in any lease document with respect to Your Lot, the express requirement to return all Security Keys to You at the termination of the lease.

- 5.2.4 You must not, without the prior written consent of the Owners Corporation:
- i. copy Security Keys; or
 - ii. permit the Security Keys to be copied;
 - iii. give the Security Keys to someone who is not a Lot owner or Occupier.

6 Damage to Common Property

- 6.1 Subject to the Rules, You must not:
- i. damage or deface;
 - ii. mark or paint;
 - iii. drive nails or screws into; or
 - iv. do anything of a like nature to; any Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation without the written consent of the Owners Corporation.
- 6.2 Any consent given by the Owners Corporation to:
- i. damage or deface;
 - ii. mark or paint;
 - iii. drive nails or screw into; or
 - iv. do anything of a like nature to Common Property does not permit You to make any additions to the Common Property and is limited to the work specifically approved by the Owners Corporation.
- 6.3 You must:
- i. promptly notify the Owners Corporation of any damage to or defect in the Common Property or other property owned by or vested in the Owners Corporation; and
 - ii. compensate the Owners Corporation for any damage caused by You or persons in Your control to any Common Property or personal property vested in the Owners Corporation.
- 6.4 Subject to these Rules, You are not prevented from installing:
- i. any locking or safety device for protection of Your Lot against intruders or to improve safety within Your Lot providing it complies with Rule 14.3 below;
 - ii. any screen or other device to prevent entry of animals or insects on the Lot;
 - iii. interior blinds subject to the proposed installation meeting specifications approved by the Owners Corporations;
 - iv. any structure or device to prevent harm to children.

6.5 Subject to Rule 6.4(iii) the installation of interior blinds which are of a cream backing or natural timber do not require the Owners Corporation approval;

6.6 Any installation permitted by these Rules must:

- i. be soundly built in a proper and workmanlike manner and meet acoustic standards as approved by the Owners Corporation;
- ii. have been installed in a proper manner so as not to diminish or interfere with the integrity of the Building;
- iii. have an appearance, after installation, which is consistent with the colour, style and materials of the Building;
- iv. comply with the Manager's stipulations from time to time;
- v. not affect the Owners Corporation's insurance policy.

6.7 Subject to these rules, You must:

- i. maintain and keep in a state of good and serviceable repair, any installation referred to in Rules 6.4 that forms part of the Common Property and that services the Lot; and
- ii. repair any damage caused to any part of the Common Property by the installation or removal of the installation that forms part of the Common Property and that services the Lot.

7 Your Lot

7.1 Access to Lot

7.1.1 You must permit the Owners Corporation or any person authorised by the Owners Corporation, entry to Your Lot upon receiving written notification from the Owners Corporation of their intention to do so.

7.1.2 The Owners Corporation must ensure that all written notification of their intention to enter a Lot is in accordance with applicable Laws.

7.1.3 Subject to these Rules, the Owners Corporation can request entry to Your Lot for the purpose of inspecting and/or attending to the repair, maintenance or replacement of:

- i. the Lot;
- ii. Common Property;
- iii. Services.

7.1.4 The Owners Corporation and/or its authorised personnel are to use their best efforts to cause as little inconvenience to You and/or Your invitees as is reasonable in the circumstances.

7.2 Use of Lot

7.2.1 Health, safety and security

- i. You must not use Your Lot, or permit it to be used, so as to cause hazard to the health, safety and security of a Lot owner or an Occupier of a Lot or of any guest or invitee of the Development.
- ii. You must not install in Your Lot a safe or other item of greater mass than 100kg when full or producing a floor loading of greater than 150kg per square metre when full without the written consent of the Owners Corporation.

7.2.2. Residential Lot owners

- i. You are not to use Your Lot or the Common Property for the purposes of conducting any profession or business nor permit any other person to do so, unless:
 - a. You or the person conducting the profession or business is a full time resident of the Lot and only operates a home office with a maximum of one (1) employee and has no more than two (2) customers / clients visit per day;
 - b. the relevant planning scheme does not prohibit the relevant profession or business; and
 - c. You have obtained all necessary permits from the relevant authorities to enable the relevant profession or business to be carried out on Your Lot.
- ii. You must notify the Manager when selling or leasing Your Lot.

7.3 Building Works to Your Lot

7.3.1 You must obtain the Owners Corporation's prior written consent to any Building Works to be undertaken within or about or related to Your Lot.

7.3.2 You must attend to the payment of all the Owners Corporation's costs associated with Your request for their consent to the Building Works.

7.3.3 In considering Your request for consent to the Building Works, You must provide the Owners Corporation with:

- i. copies of all plans and specifications relating to the Building Works;
- ii. copies of all required permits, approvals and/or consents under all relevant Laws including but not limited to, council by-Laws and regulations for the Building Works;
- iii. any further particulars relating to the Building Works as requested by the Owners Corporation from time to time;
- iv. evidence or proof that any installation will not affect the external appearance of the Building.

7.3.4 You must not proceed or permit any contractor or other third party to proceed with any Building Works until You have:

- i. received written consent to the Building Works from the Owners Corporation;
- ii. entered into a "Building Works Agreement" with the Owners Corporation with respect to the Building Works;
- iii. provided the Owners Corporation with a security deposit or bank guarantee for an amount determined by the Owners Corporation Committee;
- iv. caused to be effected and maintained prior to and during the period of the Building Works, Work Cover insurance and public liability insurance to the satisfaction of the Owners Corporation;
- v. delivered a copy of the insurance policies and certificates of currency with respect to the insurance policies referred to in Rules 7.4.4(iv) to the Owners Corporation before the Building Works commence;
- vi. implemented appropriate measures to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from Building Works to other Lot owners or Occupiers except to the extent any of these requirements are expressly waived by the Owners Corporation in writing.

7.3.5 The Building Works Agreement is to include directions of the Owners Corporation with respect to:

- i. Building Works;
- ii. means of access to the Building and the Lot the subject of the Building Works;
- iii. use of Common Property;
- iv. on-site management and Building protection;
- v. hours of work;
- vi. the supervision of Your contractors, servants or agents.

7.3.6 The following restrictions apply to all Building Works:

- i. Building materials must not be stacked or stored in the front side or rear of the Building;
- ii. scaffolding must not be erected on the Common Property or the exterior of the Building;
- iii. construction work must comply with all Laws and any particular requirements of the relevant statutory and governmental authorities including being in compliance with all relevant permits approvals and consents;
- iv. the exterior and the Common Property of the Building must at all times be maintained in a clean, tidy and safe state;
- v. construction Vehicles and construction workers' Vehicles must not be brought onto, or parked in or on the Common Property.

7.3.7 When carrying out Building Works You must:

- i. use qualified, reputable and where appropriate, licensed contractors which have been approved by the Owners Corporation;
- ii. carry out Building Works in a proper manner and to the satisfaction of the Owners Corporation;
- iii. carry out Building Works in accordance with the Building Works Agreement;
- iv. repair and make good any damage or dirtying, You or any person carrying out Building Works on Your behalf may cause to the property or property of another Lot owner or occupier or to other parts of the Building or the Services therein;
- v. ensure that Your contractors, servants or agents adhere to these Rules and in particular, to the terms and conditions of the Building Works Agreement;
- vi. ensure that all contractors and/or tradesmen only use the basement lift lobby or other area designated by the Owners Corporation for their entry and exit to the Building.

7.3.8 You must indemnify and keep indemnified the Owners Corporation for any costs and/or liabilities incurred by the Owners Corporation in making good any damage or dirtying to Common Property or property of another Member or Occupier or to any part of the Building, caused as a result of the Building Works.

7.3.9 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 of the relevant Lot or of the Owners Corporation in the case of Common Property.

7.3.10 The Owners Corporation Committee:

- i. can at its discretion appoint a building surveyor to assist in evaluating proposals for renovations from Owners the cost of which shall be at the expense of the Owner.
- ii. will inform adjoining/adjacent property owners of an owners proposal to renovate and it will ensure that any proposed renovations conform with the existing rules

7.4 Cleaning and repairing of Lot

7.4.1 You must keep:

- i. Your Lot;
- ii. Your car parking space;
- iii. all internal and external gardens and balconies which form part of Your Lot clean and tidy and in good repair and condition.

7.4.2 You must clean all exterior surfaces of glass in windows, screening and doors on the boundary of the Lot, including glass that is Common Property, unless:

- i. the Owners Corporation resolves to keep the glass or part of the glass clean;
- ii. that glass or part of the glass cannot be accessed by You safely or at all as determined at the sole discretion of the Owners Corporation.

7.4.3 You must ensure that You take reasonable care and at all times minimise the level of disturbance to other Lot owners or Occupiers when cleaning:

- i. the interior and exterior of Your Lot;
- ii. all internal and external gardens and balconies which form part of Your Lot.

7.5 Appearance of Your Lot

7.5.1 You must not, without prior consent of the Owners Corporation:

- i. keep anything in Your Lot or the boundary of Your Lot that is visible from outside the Lot and which is not in conformity with the general appearance and keeping of the Building;
- ii. attach or hang from the exterior of Your Lot any aerial, speaker, acoustic device, TV Screen or any security device or wires;
- iii. install bars, screens or grills or other safety devices to the exterior of any windows or doors of a Lot;
- iv. construct or erect any shed, storage cage, enclosure or structure of any nature or description on a balcony, car park space or terrace garden area forming part of Your Lot;
- v. install a cover to any storage area; consent may be subject to but not limited to material being compliant with fire regulations and of a colour approved by the Owners Corporation.

7.5.2 You must not, other than as permitted by the Owners Corporation, install or allow the installation of any:

- i. awnings;
- ii. curtains, blinds or other window furnishings where such installations have the effect of changing the façade or external appearance of the Building.

7.5.3 You must not install any:

- i. external wireless television aerials, sky dish receivers, satellite dishes or receiver, speaker or any equipment or apparatus of any kind which:
 - a. extends outside the boundaries of a Lot; or
 - b. is located on any balcony; or
 - c. protrudes from any Building or any balcony forming part of a Lot without first obtaining the written consent of the Owners Corporation.
- ii. any pipes, wiring, cables or the like to the external face of the Building;

iii. any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation.

7.5.4 You must not hang or permit to be hung any items including but not limited to; clothes, laundry and bedding on any part of the exterior of Your Lot so as to be visible from outside Your Lot or on any part of Common Property.

7.5.5 You must not:

i. allow any glazed portions of Your Lot or the Common Property that

surrounds the Lot, to be tinted or otherwise treated with the affect that the visual characteristics of the glazing will change;

ii. paint, finish or otherwise alter the external façade of the Building or improvement forming part of Your Lot or Common Property without the prior written consent of the Owners Corporation.

7.5.6 In providing consent the Owners Corporation shall not in any case consent to the erection of any structure, keeping of anything or installation if such structure, item or installation detracts from the general appearance of the Development, or if it interferes with the views or use and enjoyment of another Lot.

7.6 Appearance of Your balcony

7.6.1 You must not:

i. hang, display or place any items including but not limited to clothes, laundry and bedding;

ii. bolt down any items on the balcony of Your Lot or in an area that is visible from outside Your Lot.

7.6.2 You may keep items such as, but not limited to occasional furniture, outdoor recreational equipment, planter boxes, pot plants and landscaping on the balcony of Your Lot provided they:

i. have an appearance which is consistent with the colour, style and materials of the Building;

ii. are of a type approved by the Owners Corporation;

iii. will not cause damage to the Lot and/or Common Property;

iv. are not dangerous.

7.6.3 You must remove at Your cost, any items from the balcony of Your Lot at the request of the Owners Corporation or any of its authorised personnel so as to enable them to attend to the repair and/or maintenance of:

i. Common Property; or

ii. Your Lot.

7.7 Protection of Your Lot from strong winds

7.7.1 You must ensure when departing Your Lot that all doors and windows are tightly

closed, including the glazed screens to the balcony areas.

7.7.2 You must ensure during high winds all loose items are removed from Your balcony areas to minimise the likelihood of risk and damage to surrounding people and/or property.

7.8 Your car parking space

7.8.1 You must not:

i. use Your car parking space or any car parking space for any purpose other than the parking of registered roadworthy Vehicles;

ii. store any items except a Vehicle in Your car space.

7.8.2 You must not, without prior written consent of the Owners Corporation:

i. enclose Your car parking space;

ii. install a storage cage on Your car parking space.

7.8.3 You must ensure that Your car parking space is free from oil marks and is maintained in a clean and tidy condition.

7.8.4 You must remove any vehicle from Your car space that becomes derelict, nonoperational for any extended period, a hazard or may be dangerous to Residents or the Building.

7.8.5 You must comply with these Rules to avoid slips, trips or fire hazards in the car park.

7.9 Floor coverings

7.9.1 Residential Lot owners

7.9.1.1 You must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owners or Occupiers of other Lots.

7.9.1.2 On account of the fact that your Lot is located within residential area of the Building, you must not change the floor coverings in your Lot prior to providing the Owners Corporation with an acoustic report signed by an acoustic consultant who is a member of the Association of Australian Acoustic Consultants demonstrating that the proposed floor finish will have the same acoustic performance as high quality carpet on high quality underlay.

7.9.1.3 Rule 7.9 does not apply to floor space comprising the kitchen, laundry, lavatory or bathroom or other area tiled at the time of registration of the Plan of Subdivision.

7.9.1.4 You must install all floor coverings promptly from the commencement of The works and in such a manner as to cause as little inconvenience possible to other Lot owners or Occupiers and shall rectify any damage caused to Common Property in undertaking such works.

8 Waste disposal

- 8.1 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such other that are specifically provided for that purpose.
- 8.2 You must not, nor permit disposal of any rubbish, including cigarette butts or cigarette ash onto Common Property or over any balcony areas.
- 8.3 You must, at all times, comply with the Rules and/or the directions of the Owners Corporation with respect to the depositing of garbage, but otherwise You must comply with the following directions:
- i. recyclable items being without limitation, paper, cardboard plastic and glass in unbroken condition, must taken down to the appropriate bins located in the rubbish rooms on each car park level;
 - ii. all other garbage must be drained and securely wrapped in small parcels and deposited in the garbage chute situated on the Common Property on each floor; guidelines also as stipulated on notices at garbage chute on each level;
 - iii. all cardboard boxes and packaging must be broken down and neatly packed in the designated garbage area;
 - iv. use the garbage chute area only between the hours of 6:00am and 11:00pm.

9 Support and provision of Services

9.1 Metering of Services

- 9.1.1 You must attend to the payment of the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the Common Property belonging to the Owners Corporation of which You are a Member.
- 9.1.2 Where Your Lot is not separately metered in relation to any Services, You shall pay a portion of such Service and supply charges relating to the Service on a proportional rate derived by dividing Your unit liability with respect to Your Lot by the total unit liability of all Lots serviced jointly and by no other reference.

9.2 Provision of Services

- 9.2.1 You must not interfere with or modify any Services servicing Your Lot, all Land affected by the Owners Corporation, the Building or Common Property without the prior written consent of the Owners Corporation.

9.3 Support of Services

- 9.3.1 You must not do anything or permit anything to be done to Your Lot or Common Property, without the written consent of the Owners Corporation, so that:
- i. any support or shelter provided by Your Lot or the Common Property for any other Lot or the Common Property is interfered with;
 - ii. the structural and functional integrity of any part of the Common Property is impaired;

iii. the passage or provision of Services through Your Lot or the Common Property is interfered with.

9.4 Air Conditioning

9.4.1 You are deemed to be the owner of the Air Conditioning Unit and Condenser Unit that exclusively services Your Lot.

9.4.2 Subject to these Rules, You have the exclusive right to use the area of the Common Property, if any, where the Air Conditioning Unit and Condenser Unit is located, including any ceiling void together with the right to pass and re-pass over such areas of the Common Property necessary to gain access to the Air Conditioning Unit and Condenser Unit.

9.4.3 You must:

- i. attend to the repair and maintenance of the Common Property located within the area the Air Conditioning Unit and Condenser Unit is located and to which You have exclusive access;
- ii. attend to the ongoing repair and maintenance of the Air Conditioning Unit and Condenser Unit;
- iii. ensure that the Air Conditioning Unit and Condenser Unit are maintained so as to avoid damage to Common Property and any other Lot should the unit fail.

10 Storage

10.1 Storage and placement of bicycles and personal items

10.1.1 You must not permit any bicycle to be:

- i. stored other than in your storage cage or areas on Common Property designated by the Owners Corporation or its Manager for such purpose;
- ii. brought into a Lot or onto Common Property other than through the basement car park.

10.1.2 You must not permit any personal items to be:

- i. placed, located or positioned either on a permanent or a temporary basis; and
- ii. stored for any length of time on Common Property without the prior written consent of the Owners Corporation.

10.2 Storage of flammable liquids

10.2.1 Residential Lot owners

10.2.1.1 You must not, except with the prior written consent of the Owners Corporation, use or store on the Lot or on any part of Common Property, any flammable chemicals, liquid or gas or other flammable material.

10.2.1.2 You may use or store on Your Lot or any part of Common Property any

chemicals, liquids, gases or other material used or intended to be used:

- i. for domestic purposes;
- ii. in the fuel tank of a Vehicle or internal combustion engine.

10.2.1.3 Subject to these Rules, if You are permitted to keep flammable liquids on Your Lot You must do so in accordance with the Law or guidelines of government authorities and with the consent of the Resident Manager or Owners Corporation.

11 Signs

11.1 Signs

11.1.1 You must not:

- i. erect or fix any sign or notices to the exterior of Your Lot or on any part of Common Property where it can be viewed from an exterior position;
- ii. erect any "for sale" or "for lease" boards on the exterior of Your Lot or any part of Common Property or any part of the exterior of the Building.

12 Fire control

12.1 You must not:

- i. keep flammable material on Your Lot or any part of Common Property except as permitted by these Rules;
- ii. interfere with fire safety equipment;
- iii. obstruct fire stairs or fire escapes.

12.2 You must ensure that:

- i. You comply with all Laws about fire control;
- ii. all fire safety equipment in Your Lot or on parts of Common Property within the boundaries of Your Lot is at all times operational.

12.3 You must ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

12.4 You must take all reasonable steps necessary to avoid false alarm call outs to the fire brigade.

12.5 The Owners Corporation reserves the right to recover costs from You for false alarm call outs to the fire brigade caused by Your intentional and or negligent acts.

13 Moving furniture

13.1 You must not move any furniture or any other article likely to cause damage or obstruction in and out of the Building and through Common Property unless You:

- i. notify the Resident Manager and make appropriate arrangements to confirm date and time with him or her at least two working days (48 hours) prior to Your intended moving date;

ii. pay to the Owners Corporation a service fee for each move out of the premises involving furniture.

iii. obtain the Owners Corporation's prior written consent to the move;

iv. ensure that a representative of the Owners Corporation or Manager is present during the moving as may be determined at the discretion of the Manager or Resident Manager;

v. ensure that You or Your contractors or agents do not deface any part of the Building, Common Property or property of other Residents during the course of moving and You will be responsible for the cost of any damage or destruction.

13.2 When moving any furniture, You must ensure that:

i. moves are not conducted on Saturdays or Sundays; Approved days and hours of moves are between Monday to Friday 7:00am to 12:00 noon.

ii. the moving is conducted in accordance with the Owners Corporation's directions and during permitted hours;

iii. the fee prescribed in Rule 13.1(ii) is paid to the Owners Corporation;

iv. the furniture is not moved through the front foyer of the Building;

v. lift protection has been placed in the lift by the Resident Manager;

vi. furniture or items are not placed in a lift other than that specified by the Resident Manager;

vii. either Yourself or any removalist does not allow furniture or items to come into contact in any way with the lift doors, including static contact of leaning or stacking against the door;

viii. only the loading bay access as specified by the Owners Corporation is used to conduct the moving;

ix. no waste or rubbish is left in any of the common areas after the completion of the moving;

x. You immediately or otherwise as soon as practicable attend to the repair of any damage caused to the Common Property;

13.3 A Lot owner must not permit Occupiers to avoid paying the cost of damage referred to in 13.1(v). If the amount is not paid within seven days, the Lot owner will become liable to the Owners Corporation for the amount. The payment for damage is in addition to the fee prescribed in 13.1(ii)

14 Insurance premiums

14.1 You must not, without prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premiums for any insurance policy affected by the Owners Corporation.

- 14.2 You must, in the instance that the Owners Corporation demands, reimburse the Owners Corporation for any difference in insurance premiums resulting from any consent provided by the Owners Corporations pursuant to these Rules.
- 14.3 You must not breach the fire regulations by installing unapproved deadlocks or peep holes that may void any insurance policy affected by the Owners Corporation.

15 Managers

15.1 Committees and Sub-Committees

- 15.1.1 In the instance that the Owners Corporation wishes to or must elect a Committee to perform all or some of its functions, it must do so in accordance with all relevant Laws and regulations.
- 15.1.2 A Committee as appointed by the Owners Corporation, from time to time, may elect Sub-Committees to assist it in the performance of its' functions.
- 15.1.3 The Committee can delegate any or all of its functions to the Sub-Committees as permitted by Law;
- 15.1.4 Sub-Committees must:
- i. be comprised of Members;
 - ii. not act outside of their delegation;
 - iii. act honestly and in good faith in the performance of their functions;
 - iv. act in accordance with the Committees' instructions; and
 - v. report to the Committee with respect to the performance of their functions.
- 15.1.5 If delegated powers to vote, Members of Sub-Committees who are also members of the Committee must vote in their capacity as members of the Sub-Committee and not as Members of the Committee.
- 15.1.6 The Committee and Sub-Committees must comply with these Rules and all applicable Laws.

15.2 Managers and Resident Managers

- 15.2.1 The Owners Corporation may appoint a Manager and/or Resident Manager to perform any of its powers or functions provided the appointment is in accordance with Law.
- 15.2.2 When appointing a Manager and/or Resident Manager, the Owners Corporation must comply with all Laws and regulations governing their election.
- 15.2.3 All Managers and Resident Managers appointed by the Owners Corporation must:
- i. comply with all relevant Laws and regulations;
 - ii. report to the Committee, where a Committee has been elected, on the carrying out of its functions.
- 15.2.4 You must not interfere with or stop the Manager from:
- i. performing its obligations or exercising its rights under their agreement with the Owners Corporation;
 - ii. using Common Property that the Owners Corporation permits them to use.

15.3 Consent of Owners Corporation

15.3.1 Any consent required from the Owners Corporation and which does not require the passing of special or unanimous resolutions pursuant to these Rules may be given:

- i. by the Owners Corporation at a Committee meeting;
- ii. by any person to whom the Owners Corporation has delegated the power or function, including but not limited to the Committee, Sub-Committee, member of a Committee or Sub Committee or the Manager.

15.3.2 The Owners Corporation may apply conditions to any consent given under these Rules and You must ensure that all the conditions are complied with including a condition evidenced by a minute of a resolution that a Member or Occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

15.3.3 The Owners Corporation may revoke any consent given under these Rules if You do not comply with:

- i. any conditions attached to the consent;
- ii. the Rules pursuant to which the consent was given.

15.4 Breach of Rules

15.4.1 If You have breached a Rule, the Owners Corporation must provide You with:

- i. written notification of the breach; and
- ii. reasonable time in which to rectify the breach.

15.4.2 For the avoidance of doubt, what constitutes “reasonable time” will depend on the nature of the breach and the availability of resources required for the rectification of the breach.

15.4.3 In the instance that You have failed to comply with the Owners Corporation’s written notification of Your breach of a Rule requiring You to do anything to Your Lot, Common Property or Land affected by the Owners Corporation, the Owners Corporation may:

- i. take all necessary action to rectify Your breach the cost of which shall be at Your expense;
- ii. do anything necessary on Your Lot, Common Property or Land affected by the Owners Corporation that should have been done by You but which was not or which in the opinion of the Owners Corporation was not done properly and the cost of which shall be at Your expense.

15.4.4 The Owners Corporation must provide You with written notice specifying when it will enter Your Lot to do the works and You must:

- i. provide the Owners Corporation with access to Your Lot in accordance with their written notice at Your cost;
- ii. pay the Owners Corporation for its costs of doing the works.

15.4.5 The Owners Corporation reserves the right to recover, as a debt, any costs from You attributable directly or indirectly to Your breach of these Rules.

15.4.6 You must pay on demand, all legal costs on a solicitor/own client basis which the Owners Corporation pays, incurs or expends in consequence of Your breach or failure to comply with any of these Rules and/or Laws including but not limited to the recovery of Owners Corporation contribution fees.

16 Complaints and dispute resolution

16.1 Complaints

16.1.1 You and/or the Manager, Resident Manager or Owners Corporation may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:

- i. a Member;
- ii. an Occupier;
- iii. a Manager.

16.1.2 All complaints must be:

- i. in writing;
- ii. in the approved form as required by Laws from time to time (if any).

16.1.3 All complaints must be brought to the attention of:

- i. the Grievance Committee if such a Committee has been elected;
- ii. the Owners Corporation in all other circumstances.

16.1.4 The Owners Corporation can dismiss and/or refuse to act upon frivolous, false and/or unsubstantiated complaints.

16.1.5 The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make a complaint under clause

16.1.1 or otherwise to employees of the Owners Corporation and members of the Committee.

16.2 Dispute resolution

16.2.1 The Owners Corporation or the Grievance Committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within a time frame provided by Law and where no law regulates such matter within twenty one (21) days of the complaint coming to the attention of the parties.

16.2.2 The Owners Corporation or the Grievance Committee cannot take any action with regard to the complaint until:

- i. a meeting of the parties to the dispute has been organised to discuss the dispute; and
- ii. it is satisfied that the dispute remains unresolved.

16.2.3 It is deemed that the Owners Corporation or the Grievance Committee has complied with its requirement to hold a meeting between the parties to a dispute

irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or Grievance Committee.

17 Requesting consent

17.1 Where You are required to obtain the consent of the Owners' Corporation under these Rules You must provide Your request in writing to the Owners Corporation setting out reasonable details regarding the nature of the request ("Member Request").

17.2 The Owners Corporation must provide a response to the Member within a reasonable time of receipt of the Member Request.