

ADDITIONAL RULES

OWNERS CORPORATION 1 and 2 PLAN NO. PS 641003T

108 FLINDERS STREET, MELBOURNE

The Rules for the Owners Corporation are as follows:

1. PARTIES BOUND

1.1 The parties who must comply with these Rules are:

- (a) the Owners Corporation;
- (b) each Owner/Member; and
- (c) each Occupier.

1.2 A person who must comply with these Rules must not do anything to prevent any other person from complying with these Rules.

2. DEFINITIONS AND INTERPRETATION

2.1 In these rules the following definitions apply:

Accessory Unit	means any unit or area for the exclusive use of an Owner or Occupier in conjunction with a Lot
Act	means the <i>Owners Corporations Act 2006</i> (Vic)
Building	means the building constructed on the Land forming part of the Development
Common Facilities	means the shared amenity facilities in the Building
Common Property	means the common property on the Plan of Subdivision PS 641003T
Development	means the land shown on the Plan of Subdivision PS 641003T together with any buildings or structures on the land known as 108 Flinders Street, Melbourne
Government Authority	means any government or any governmental, semi-governmental administrative fiscal or judicial department, commission, authority, tribunal, agency or any entity which is defined as a "referral authority" under the <i>Subdivision Act 1988</i> (Vic)
Land	means all the land in the Plan of Subdivision PS 641003T
Lot	means a lot shown on the Plan of Subdivision PS 641003T

Manager	means the person or company for the time being appointed by the Owners Corporation to manage and/or maintain the Development appointed under the Owners Corporation Management Agreement as its manager or if no persons for the time being is appointed, the Secretary of the Owners Corporation
Member	means a member of the Owners Corporation
Occupier	means a tenant, licensee, occupier or mortgagee in possession of any Lot
Outgoings	means and includes, but is not limited to, all rates, outgoings, charges (including but not limited to any management fees charged by the Manager), assessments, tax and taxes and impositions (other than those levied directly against any Lot), insurances in respect of the Development and improvements (including but not limited to risk and reinstatement), cleaning, gas, electricity, fire protection and essential services, repairs and maintenance, security, bank fees and associated government charges, garden maintenance, air conditioning, patrol of visitor car parking and like expenses associated with the ownership, maintenance and operation of the Common Property
Owner	means: (a) the registered proprietor, or person entitled to be registered proprietor, for the time being of any Lot; and (b) if a Lot is subdivided or re-subdivided, the registered proprietor for the time being of any new Lot
Owners Corporation	means Owners Corporation created by the Plan of Subdivision No.PS 641003T
Owners Corporation Management Agreement	means the Owners Corporation management agreement between Owners Corporation and an approved manager in respect of the management of the Owners Corporation
Plan	means plan of subdivision No.PS 641003T
Regulations	means the Owners Corporations Regulations 2007 (Vic)
Registered Key	means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property
Rules	means these additional rules of the Owners Corporation (as amended from time to time)

Signage means any sign, window furnishing and internal signage that are visible outside the Lot and any sign included in the directory board in the foyer, placard, bill, advertisement, notice, logos, signwriting, billboard, free standing sign including but not limited to a "For Sale" or a "For Let" sign, or other notification

2.2 Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority;
- (d) a reference to a thing includes part of that thing;
- (e) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification or re-enactment of the legislation;
 - (ii) any legislative provisions substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and
 - (iii) where relevant any corresponding law in any Australian State or Territory,
- (f) "including" and similar expressions are not words of limitation;
- (g) words in these Rules have the same meaning as in the Regulations; and
- (h) business day means any day which is not a weekend or public holiday in Victoria.

3. USE OF COMMON PROPERTY AND LOTS

3.1 These Rules override the model rules (as set out in the Regulations) in the event of any inconsistency between them.

3.2 A Member must not, and must ensure that any Occupier, invitee or contractor of a Member's Lot does not:

- (a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or Occupiers of any Lot or their invitees, families or visitors;
- (b) park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a lot or in any place other than in a car parking area specified for such a purpose by the Owners Corporation;
- (c) use or permit to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to

any other Member or Occupier of any Lot or invitees, employees or contractors of any such member or Occupier;

- (d) make or permit to be made any undue noise in or about the Common Property or any Lot;
- (e) make or permit to be made noise from music or machinery which may be heard outside the Owner's Lot between the hours of 10.00pm and 8.00am;
- (f) use the Common Property or permit it to be used in a manner that is likely to cause damage or deterioration to the Common Property;
- (g) conduct, allow or arrange any welding, cutting of metal or any like activity or work on the Common Property or any Lot;
- (h) smoke in any part of the Development;
- (i) make or permit to be made any alterations or additions whether structural or otherwise to the exterior or any part of a Lot;
- (j) erect any fences, screens, doors, gates or any other like structures on any car park or storage area;
- (k) make or permit to be made any structural alterations or additions to the interior of any part of a Lot, without the prior consent in writing of the Owners Corporation and then only on the terms and subject to the conditions specified in that consent;
- (l) make any alterations to the painting or the decorating of the exterior of a Lot other than as reasonably required for the maintenance of the Lot;
- (m) use or suffer or permit to be used on or in the Lot any machine, equipment or instrument which may cause interference with wireless or television reception or data transmission by any person or persons for the time being occupying any of the Lots unless such machine, equipment or instrument is effectively fitted with a device which prevents such interference with wireless or television reception;
- (n) damage or deface, interfere with the use or enjoyment of, or obstruct or permit to be damaged or defaced or obstructed any entrance, passage, stairway, entrance, lobby, landing, driveway, pathway or any other part of the Common Property or use the same for any purpose other than the purpose for which they are provided or properly available;
- (o) store or permit to be stored on any part of the Common Property any materials or goods or place any television, pay TV or wireless receiver, cabling or aerial or hot water storage tank or any other appliance on Common Property unless the Owners Corporation first consents in writing and then only on the terms and subject to the conditions as specified in that consent;
- (p) place garbage on the Common Property except in a proper bin or receptacle and in a place set aside for garbage by the Owners Corporation;

- (q) do or permit to be done on any Lot any act or thing by reason of or in consequence of which an increased or extra premium may become payable or any policy for such insurance may become voidable for the insurance for the Common Property;
- (r) enter into any plant room, machine or disposal room, electricity switch room or adjust or cause adjustment to any thermostat, water control, electricity, gas or heating and or cooling controls in or on the Common Property without the prior written consent of the Owners Corporation;
- (s) obstruct or impede public access for pedestrians and cyclists into and through the Common Property wherever such access is provided by the Owners Corporation for that purpose;
- (t) allow any furniture or other bulk items to be unloaded from any trucks or removal vans which are stopped or parked anywhere on the Development other than in an area agreed to by the Owners Corporation;
- (u) allow any furniture or other bulk items to be transported in the elevators in the Development other than elevators that have adequate padding and protection;
- (v) keep, permit or allow any animal on the Lot or Common Property (including without limitation, dogs, cats and birds), without the prior written consent of the Owners Corporation; and
- (w) fail to clear on each day and every day the contents of the member's mail receiving box.

3.3 A Member or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or occupier of another Lot or to any person lawfully using Common Property.

3.4 A Member or Occupier of a Lot must not smoke, eat, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property.

3.5 A Member or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in Common Property except in those areas designated from time to time by the Owners Corporation.

4. COMMERCIAL LOTS

4.1 In addition to being a lot owner and/or occupier and subject to the normal Rules, the owner and/or Occupier of these Lots must:

- (a) observe the rules and regulations which is in their permit to operate the business
- (b) ensure that the common areas surrounding the premises are clean and tidy at all times

- (c) ensure that at all times, no furniture or signage is left on the common areas unless with the explicit written permission of the Owners Corporation.
- (d) not allow their clients and patrons to cause excessive noise to emit from their lot particularly after 11 pm.
- (e) ensure that no storage of any items and/or materials in the common area at all times.
- (f) ensure that the facade is maintained at all times and any proposed changes to it be done professionally and with the approval of the Owners Corporation which shall not be unreasonably withheld.

5. NOISE

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

- (a) make or permit to be made any undue noise in or about the common property or any lot affected by the owners corporation;
- (b) except for the two commercial lots, make or permit to be made noise from music, machinery or other, including social gatherings, musical instruments, television sets, radios, stereos, cd players or the like which may be heard outside the owner's lot between the hours of 10.00pm and 8.00am;
- (c) create upon the member's lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property;
- (d) except for the two commercial lots, not to hold any social gathering or create noise likely to be objected to in the common areas or on balconies, courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her lot and also such further steps as may be within his or her power to effect between the hours of 10.00pm and 8.00am;
- (e) allow guests to leave or members or occupiers to leave or return to a lot between 10.00pm and 8.00am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other members or occupiers;
- (f) without limiting the generality of the foregoing, use hammer drills, jack hammers or carry on any building, renovations or the like in a lot on weekends or public holidays or outside the hours of 9.00am to 5.00pm on weekdays.

6. PETS AND ANIMALS

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

- (a) keep any animal on the common property, common facilities or within the member's lot after being given notice by the owners corporation to remove such animal after the owners corporation has resolved that the animal is causing a nuisance;

- (b) exercise any animals on common property, allow any animal to roam freely or allow any animal to defecate or urinate on common property at any time;
- (c) fail to clean up after any animal debris or make good any damage to common property;
- (d) fail to clean up as necessary any animal debris from balconies, courtyards or terraces within a member's lot;
- (e) keep any animal on a balcony or terrace within the member's lot if the member or occupier or invitee is not present;
- (f) keep any animal within a member's lot without having first notified and gaining consent from the Owners Corporation.

7. BALCONIES, COURTYARDS AND EXTERNAL APPEARANCE

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

- (a) allow an balcony or open area forming part of a lot to become unkempt , or unsightly;
- (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a member's lot or the common property or on or from any balcony, entrance or landing of a member's lot or the common property except in specific areas if any designated for that purpose by the owners corporation;
- (c) install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the owners corporation;
- (d) keep any plants, planter boxes or pots on any balcony, courtyard or terrace that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot. care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another member's lot;
- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, terrace or courtyard without having first obtained the written consent of the owners corporation;
- (f) a member or occupier of a lot must not paint, finish or otherwise alter the external façade of the any building or improvement forming part of the common property or their Lot.

8. RESIDENT AMENITIES FOR OWNERS CORPORATION 2 ONLY

8.1 Only members (owners and/or occupiers) of Owners Corporation 2 are entitled to use the resident amenities consisting of the Gymnasium, Courtyard, Resident Lounge and Roof Top Garden. The operating hours for these facilities shall be during the hours of 6 am to 10 pm every day subject to changes by the Committee from time to time.

- 8.2 Members are required to keep the place neat, tidy and clean after each use.
- 8.3 Members are able to book for the exclusive use of the Resident Lounge and Roof Top Garden subject to the length of time and a booking and/or cleaning fee which will be set by the Committee from time to time. Any damage caused to the properties through this exclusive use will be the responsibility of the person who made the booking.

9. WINDOW AND AWNING FURNISHINGS

- 9.1 An Owner or Occupier may only install window furnishings which are:
- (a) Roller blinds; and
 - (b) the colour of charcoal grey or any other similar colour approved by the Owners Corporation in writing.
- 9.2 The Owner or Occupier is responsible for any costs and expenses associated with the window furnishings referred to in Rule 9.1, including without limitation the cost of the window furnishings and any installation costs.
- 9.3 Subject to Rule 9.1, an Owner or Occupier must not install or allow to be installed any external blinds or awnings, nor internal window furnishings visible from the outside of the Lot.

10. SIGNAGE

- 10.1 An Owner must not, and must ensure that the Occupier of a Member's Lot does not permit any placard, advertisement or signage of any type in or upon the Member's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent.
- 10.2 The Owners Corporation may implement a signage code the terms of which must be complied with as a condition of the consent referred to in rule 10.1
- 10.3 No Owner or Occupier will be permitted to display for sale or to let signs on their lot or in the common property without the prior written consent of the Owners Corporation. Rule 10.3 does not apply to the Developers, its assignees or legal personal representatives.

11. CAR PARKING

- 11.1 A Member must not, and must ensure that any Occupier of a Member's Lot, or employee, contractor or invitee must not:
- (a) park or leave a vehicle or permit a vehicle to be parked or left:
 - (i) on the Common Property so as to obstruct any driveway or entrance to any Lot or interfere with the use and enjoyment of any Common Property by any other Owner or Occupier;
 - (ii) within those areas of the Common Property allocated for visitors parking (if any); or

- (iii) in any place other than in a parking area specified for use by a Member on the Plan or in a parking area specified for such purpose by the Owners Corporation; or
 - (iv) outside the boundaries of the Member's allocated car parking space.
 - (b) use a car parking space other than the Member's allocated car parking space;
 - (c) permit a visitor to a Member's Lot to use those spaces allocated for visitor parking (if any) for more than 2 hours (or such other duration as identified on visitor car parking signs from time to time) without special permission from the Owners Corporation;
 - (d) conduct or arrange to be conducted any automotive or automotive related works or services on the Common Property;
 - (e) use or permit to be used any car parking space to which the Member is entitled otherwise than for the purpose of parking a registered motor vehicle on it and then only in such a manner as may be approved by the Owners Corporation;
 - (f) allow any oil or other harmful substances to be spilt on any car parking space, Lot or the Common Property and clean it up immediately if it happens;
 - (g) wash, clean, service or repair any vehicle in the Building or the Common Property except in areas designated by the Owners Corporation for such purpose and otherwise in accordance with all directions of the Owners Corporation; or
 - (h) use the loading bay for any purpose other than the uploading or downloading of stock and goods. The loading bay is not to be used as a car parking space at any time.
- 11.2 A Member must ensure that any Occupier of a Member's Lot, or employee, contractor or invitee maintain any car parking space at all times to the satisfaction of the Owners Corporation.
- 11.3 The Owners Corporation shall be entitled to enter into an agreement with a third party to patrol the Common Property and those areas of the Common Property allocated for visitors parking, and subject to all relevant laws, to issue fines, tow or wheel clamp any vehicles which are in breach of this Rule 11.

12. GARBAGE AND WASTE DISPOSAL

- 12.1 An Owner must not, and must ensure that the Occupier of a Member's Lot does not:-
- (a) Store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners corporation;
 - (b) Keep all garbage and refuse within the member's Lot in tidily secured containers and place the member's garbage or refuse for collection in

conformity with hygiene regulations of the Owners Corporation or the municipality from time to time and to remove such garbage and refuse from the Member's Lot only in accordance with such regulations and at such time as shall be designated acceptable to the Owners Corporation and to ensure that all garbage of a wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scouring, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of Occupants, contractors and council collection employees;

- (c) Deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection for items of this nature;
- (d) Deposit cans, bottles, cardboard and other recyclable items in the general waste bins or an area except in the recycling bins or area provided for such;
- (e) Throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another member's Lot or the common property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the occupier of the Member's Lot;
- (f) An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or uses of other Lots.

- 12.2 If an Owner or Occupier of a Lot or any employee, invitee or contractor uses the bins located on the Common Property to dispose of any waste other than general waste, the Owners Corporation may charge the Owner or Occupier for the costs associated with the removal of such waste.

13. LIFTS, DELIVERIES AND MOVING OF BULK ITEMS

- 13.1 An Owner or Occupier must comply with the terms of any notice or instruction displayed in any lift by the Owners Corporation, or any statutory authority or the manufacturer of the lift.
- 13.2 The Owner or Occupier must use, as designed, any protective equipment supplied by the Owners Corporation for the carriage of goods in any designated goods lift.
- 13.3 The Owner or Occupier must only use the designated lift for carriage of goods, provided always that such goods are not likely to stain, damage, weaken or cause any movement or structural defect in the Building or any part of it.
- 13.4 The Owner or Occupier must notify the Owners Corporation of any intention to unload furniture or other bulk items to or from the Lot within a reasonable time before the proposed unloading, which must not be less than 2 days prior to the proposed date of unloading such furniture or other bulk items and in a manner and at the times directed by the Owners Corporation but otherwise between 9.00am and 7.00 pm on any day and ensure that such unloading takes place continuously and as expeditiously as possible and comply with all requirements of the Owners Corporation regarding such unloading.

- 13.5 If a service fee is incurred by the Owners Corporation as a result of an Owners or Occupiers use of the lift (including, but not limited to, a service fee to install and remove the lift padding) the service fee must be paid by the relevant Owner or Occupier in advance.
- 13.6 The Owner or Occupier must ensure that:
- (a) all delivery vans making deliveries do not park in the Common Property or any Lot other than Lot that they are delivering to ;
 - (b) all deliveries are delivered and that the contractor takes all due care and attention and if required must use the safety blankets inside the lift;
 - (c) ensure that goods or deliveries are not left outside or on the Common Property at any time. If such goods or deliveries are left outside or on the Common Property, the Owners Corporation may arrange for the goods or deliveries to be removed, provided the Owners Corporation gives prior notice to the owner of the proposed removal.
- 13.7 An Owner must and must ensure that the Occupier of a Member's lot:
- (a) take immediate steps to make good any damage caused to the common Property as a result of the moving of such furniture;
 - (b) pay compensation to the Owners Corporation in respect of any damage to the extent that the damage has not or cannot be made good pursuant to these rule 6.16.6 (a) within 14 days of demand by the Owners Corporation.

14. FEES FOR THE PROVISION OF RECORDS AND REGISTER

- 14.1 An owner or occupier must provide and continue to provide to the secretary of the Owners Corporation all details and information necessary to assist the Owners Corporation to keep and maintain the Owners Corporation register, to enforce rules and serve of notices on owners and occupiers including but not limited to following:
- (a) their lot number;
 - (b) their name, residential address and postal address;
 - (c) details of any power of attorney (if applicable);
 - (d) the name, email address, mobile, phone and fax numbers of their agent (if any); and
 - (e) their email address, mobile, phone and fax numbers.
 - (f) provide consent (or otherwise) to receive any or all notices by electronic means (email, scan, fax, text, internet)

- 14.2 An owner or occupier must notify the Owners Corporation within seven (7) days if any of the details referred to in rule 13.1 changes. If an owner or occupier fails to provide current details to the secretary as specified in rule 31.1 and as a consequence the Owners Corporation has to undertake a search of title in order to maintain the register then that member will be liable for any fees or costs relating to such search.
- 14.3 An owner who sells a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.
- 14.4 A person who acquires a lot must advise the Owners Corporation of the person's name and address within one month of the completion of the contract.
- 14.5 An owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the Owners Corporation, of their mailing address for service of notices and any changes to it as soon as possible.

MOVING IN/OUT

- 14.6 Owners or occupiers must:
- (a) Contact the Owners Corporation Manager prior to moving into/out of the premises and complete the move in/out forms provided and book the date and time.
 - (b) Bookings must be at least 72 hours in advance, in order to ensure that lift covers can be installed.
- 14.7 Move in/out can be done between the following times Mondays – Fridays 9.00 am to 4.00pm and Saturdays and Sundays 9.00 am to 11.00 am. There is no moving in and out on Public Holidays unless arranged with the Building Manager and a fee may be applicable. The times and fee payable may be changed by the Committee from time to time.

The Building Manager must

- (a) remove protective floor coverings within an hour of the move or delivery being completed;
- (b) supervise constantly and vigilantly the move or delivery;
- (c) at the completion of the move or delivery, liaise with persons concerned with the 'move' or delivery and conduct a walk through to facilitate a property inspection report of all areas utilised by the removalist staff and or delivery personnel;

- (d) note and if necessary arrange photographs to be taken of any damage to Common property;
- (e) provide a copy of the property inspection report along with copies of any photographs to the removalists and manager,

14.8 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the manager and the owner or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The owner or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

14.9 An owner or occupier of a lot may be asked to pay a surety, the amount of which will not exceed \$500.00, prior to moving in or out of the building. Any damage caused as a result of the move in or out will be deducted from the surety and the balance of which will be refunded within 7 days of the completion of the move.

15. POSITIVE OBLIGATIONS OF MEMBERS

15.1 A Member must do or cause to be done the following:

- (a) pay any increased insurance premium occasioned by the Member's particular use of the Lot;
- (b) repair and maintain the interior of the Member's Lot and parts of the Common Property in the exclusive use of the Member or the Occupier of the Lot;
- (c) maintain in good repair and working order, pay for, renew, repair, reinstatement, replace and keep clear:
 - (i) any tank, cistern, sanitary, and sewerage and other apparatus or equipment wholly within the Lot used for the supply of electricity, water, hot water, gas, heating or cooling installation, security or other services to the Lot;
 - (ii) all sewers, drains, tubes, pipes, ducts and wires which are wholly within and terminate in the Lot;
 - (iii) all wires within the Lot or on the Common Property used in connection with wireless, or television reception which service the Lot exclusively;
 - (iv) heating and cooling appliances in the Lot;
 - (v) security systems in the Lot; and
 - (vi) any other equipment, appliances or apparatus now on or in the future installed on the Common Property or any sewers, drains,

tubes, pipes, ducts or wires used in connection with them on the Common Property which exclusively serve the Lot;

- (d) report to the Owners Corporation or Manager any accidents to or failure of any services which affect the use and enjoyment of such services by Occupiers of Lots in the Development or of the Common Property;
- (e) keep any Common Property outside the Lot clean and clear of rubbish;
- (f) provide a copy of these Rules to any tenant or licensee and make any permitted lease or licence conditional on the tenant or licensee complying with these Rules and the Regulations;
- (g) assist and co-operate with the Owners Corporation in taking any measures to preserve the safety of the Common Property and the Lots from fire and other hazards;
- (h) ensure compliance with fire and essential services laws and Regulations in respect of the Development;
- (i) ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that backup batteries in smoke detectors are replaced whenever necessary;
- (j) immediately notify the Owners Corporation of any defect or damage to the Building or the Common Property or in any of the services to the Building;
- (k) comply with all directions of the Owners Corporation in relation to fire drills and observe all necessary and proper emergency evacuation procedures;
- (l) notify the Owners Corporation of any intention to unload furniture or other bulk items to and from the Lot within in reasonable time, which must not be less than 2 days prior to the proposed date of unloading such furniture or other bulk items.

16. BUILDING WORKS

16.1 Approvals

The Owner or Occupier of a Lot must not undertake any building works within or about or relating to the Lot unless:

- (a) all requisite permits, approvals and consents under all relevant laws have been obtained and copies of them have been given to the Manager;
- (b) such works are undertaken strictly in accordance with those permits approvals and consents referred to in Rule 16.1(a); and
- (c) such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other Owners or Occupiers of Lots.

16.2 Building Works Plans

The Owner or Occupier of a Lot must not proceed with any such Building works until the Owner or Occupier:

- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Owner or Occupier which affect the external appearance of the Development or any part of the Common Property including without limitation any alterations to and penetrations through the structure of the Building, or which affect the Development or services or the fire or acoustic ratings or essential services of any component of the Development; and
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Development and do not endanger the Development and are compatible with the overall services to the Development and the individual floors; and
- (c) receives written approval for those works from the Owners Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to conditions including without limitation the condition that the reasonable costs of the Owners Corporation's approval (including the costs of any lawyers or consultants engaged by the Owners Corporation to consider whether or not approval should be given and on what terms) must be paid by the Owner or Occupier; and
- (d) pays the costs referred to in Rule 16.2(c), to the Owners Corporation.

16.3 Directions of the Owners Corporation

The Owner or Occupier of a Lot must ensure that the Owner or Occupier and their invitees, employees and contractors undertaking such works:

- (a) comply with the proper and reasonable directions of the Owners Corporation concerning:
 - (i) the method of building operations;
 - (ii) the means of access;
 - (iii) the use of Common Property and on-site management and building protection;
 - (iv) the hours of work;
- (b) are supervised in the carrying out of such works to minimise any damage to or dirtying of the Common Property and the services therein; and
- (c) are licensed to carry out the works (if required by any Government Authority or other body) and provide evidence of the insurances required by Rule 16.5.

16.4 Work Practices

The Owner or Occupier of a Lot must ensure that the Owner or Occupier and the Owner's or Occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:

- (a) building materials must not be stacked or stored on the Development without the prior approval in writing of the Owners Corporation;
- (b) scaffolding must not be erected on the Common Property or the exterior of the Building without the prior approval in writing of the Owners Corporation;
- (c) construction work times must comply with the local laws of the Relevant City Council and any other relevant authority;
- (d) the Development 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 or any visitor's car park without the prior approval in writing of the Owners Corporation.

16.5 Insurance

Before any of the Owner's or Occupier's works commence the Owner or Occupier must:

- (a) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy (including the Owners Corporation as an insured party) to the satisfaction of the Owners Corporation;
- (b) ensure that the person or entity undertaking the building works has effected (and will maintain for a period acceptable to the Owners Corporation) a professional indemnity insurance policy in respect of the works for an amount approved by the Owners Corporation in writing, to the satisfaction of the Owners Corporation; and
- (c) deliver a copy of the policy and certificate of currency in respect of the policies to the Owners Corporation.

16.6 Access

Access will not be available to other Lots or Common Property for 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.

16.7 Make Good

The Owner or Occupier of a Lot must immediately make good all damage to and dirtying of the Building, the Common Property or services for the Development, which are caused by the Owner or Occupier's works. If the Owner or Occupier fails to immediately make good all damage and dirtying caused by the works, the Owners Corporation may (in its absolute discretion) make good the damage and dirtying and in that event the Owner or Occupier is liable for and indemnifies the Owners Corporation against, and must pay on demand, all costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

17. REGISTERED KEYS, ACCESS PASSES, TAGS AND CONTROLLERS

17.1 Registered Keys

- (a) The Owners Corporation may charge a reasonable fee for any additional Registered Key required by an Owner or Occupier.
- (b) An Owner or Occupier of a Lot must exercise a high degree of caution and responsibility in making a Registered Key available for use by any Occupier of a Lot or other person and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Registered Key to the Owner or the Owners Corporation.
- (c) An Owner or Occupier of a Lot in possession of a Registered Key must not without the Owners Corporation's written consent duplicate the Registered Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Registered Key is not lost or handed to any person other than another Owner or Occupier and is not disposed of otherwise than by returning it to the Owners Corporation.
- (d) An Owner or Occupier of a Lot must promptly notify the Owners Corporation if a Registered Key is lost or destroyed.
- (e) The Owners Corporation may refuse to issue a Registered Key unless it is satisfied as to the identity of the person and their right to the Registered Key.

17.2 Essential Services

The Owners Corporation will arrange inspections as required by law of fire hoses, fire extinguishers, cooling towers (if any) and any other safety equipment in or on the Building or the Common Property. To facilitate such inspections and any necessary repairs or replacements, an Owner or Occupier must provide necessary access to an Owner or Occupier's Lot.

18. FIRE CONTROL

- 18.1 An owner or occupier must not use or interfere with any fire safety equipment, except in the case of an emergency and must not obstruct any fire stairs or any fire escape.
- 18.2 An owner or occupier must ensure compliance with fire laws in respect of their lot.
- 18.3 An owner or occupier must provide and maintain in their lot all fire equipment required under building regulations or requirements of any relevant fire authority.
- 18.4 An owner or occupier must pay any charges made by any fire authority arising from a false alarm from the activation of a smoke detector in the owner's lot or from a false alarm triggered by the owner or occupier without justifiable reasonable reason.
- 18.5 An owner or occupier must ensure smoke detectors in their individual lot are not inhibited in any way from properly functioning as designed.

19. RULES AND ENCUMBRANCES

19.1 Owners Corporation Additional Rules

The Owners Corporation may from time to time make Rules and each Owner and Occupier must comply with those Rules.

19.2 Compliance with these Owners Corporation Rules

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe the Rules and take all reasonable steps to ensure their invitees, employees and contractors also comply. If an invitee, employee or contractor does not comply with the Rules, the Owner or Occupier must take all reasonable steps to ensure that the invitee, employee or contractor immediately leaves the Development.

19.3 Compliance with Encumbrances

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe the provisions of any covenant, easement or right of way affecting a Lot or the Common Property.

20. OWNERS CORPORATION ADMINISTRATION

20.1 Owners Corporation Administration

- (a) Meetings of the Owners Corporation will be held in accordance with the Act.
- (b) The budget prepared for each annual general meeting may include an allowance for a maintenance fund if required by the Act or the Owners Corporation. Such an allowance may be collected from each Member and the funds may be accumulated and used in relation to repairs and maintenance of a major nature, capital work or any other contingency as determined by the Owners Corporation. No amount of the allowance is refundable to a Member.
- (c) Each Member will pay a sum for a period determined by the Owners Corporation on account of Outgoings.
- (d) A Member must pay on demand interest to the Owners Corporation on any amount payable by the Member under these Rules or the Regulations, including without limitation this Rule 20, which remains unpaid for 7 days from the due date for payment, calculated on daily balances from the due date for payment until the amount is paid. The rate to be applied to each daily balance is the rate set down from time to time under the *Penalty Interest Rates Act 1983* (Vic). Interest charged on outstanding levies or fees shall be calculated on the total rate of the levy or fee and calculated on the number of days of default.
- (e) The Owners Corporation is not liable or responsible to any Owner or Occupier for any loss or damage to the Lots or any part of them.

- (f) Recovery proceedings are to be administrated as follows:
 - (i) The Manager may engage legal representation in order to recover any fee, charge or interest not paid by an Owner (“Defaulting Party”).
 - (ii) The costs incurred by the Manager as a result of any recovery proceedings referred to in Rule 20.1(f)(i) are to be borne by the Defaulting Party.

20.2 **Penalty Interest**

- (a) The Owners Corporation may charge Penalty Interest on any amount payable by a lot owner to the Owners Corporation which remains outstanding after the due date for payment. The rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.

20.3 **Legal Proceedings**

- (a) The Owners Corporation may recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and THAT the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expense incurred by the Owners Corporation (not including the personal time cost of any person acting in an honorary capacity, including the Chairperson or Committee Member of the Owners Corporation) arising out of any default or breach by any lot Owner or Occupier of a Lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2007.

21. **CONSENT OF THE OWNERS CORPORATION**

Wherever the consent of the Owners Corporation is required, such consent may be given or withheld in the Owners Corporation’s absolute discretion and may be imposed subject to any conditions, restrictions and controls as the Owners Corporation deems appropriate, which conditions, restrictions and controls may be varied by the Owners Corporation at any time.

22. **SPECIAL RIGHTS FOR THE DEVELOPER**

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling any Lots and completing any subsequent stages of the Plan of Subdivision and without limitation the Developer may:

- (a) grant access rights to third parties;
- (b) use any lot as a display lot to assist in the marketing and sale of other lots;
- (c) place anywhere on the common property signs and other materials relating to sale of lots;
- (d) conduct in a lot or anywhere on the common property an auction sale of a lot;

- (e) use in any way it considers necessary any part of the common property for the purposes of selling lots (to the exclusion of other members);
- (f) use in any way it considers necessary any part of the common property to facilitate completion of construction works;
- (g) if applicable, develop and construct on each lot created out of further subdivision of a Lot into separate Lots;
- (h) Erect barriers and hoardings as may be required to enable construction works to be carried out in relation to any further stage of the development;
- (i) Take possession of any part of the common property as may be required in order to carry out any works or activities in relation to the development or further stages of the Plan of Subdivision;
- (j) Grant rights of access over the common property to any party on such terms and conditions as are required to enable the developer to carry out works with the development or any further stage on the Plan of Subdivision;
- (k) Use rights of way and entrances and exits to the development to enable it to carry out any works and to close off such rights of way, exits and entrances from time to time.

23. OWNERS CORPORATION CONSENT

The Owners Corporation acknowledges that the Developer may request its consent in relation to any application for permits or requirements of any Authority in relation to completion of the development any further stages on the Plan of Subdivision and agrees to sign such consents as the Vendors reasonably requires.

24. DISPUTE RESOLUTION

- 24.1 Model rule 6 in Schedule 1 of the Regulations does not apply.
- 24.2 The grievance procedure set out in this rule applies to disputes involving an Owner, a Manager, an Occupier or the Owners Corporation.
- 24.3 The person making the complaint must prepare a written complaint in the approved form to the chairperson of the Owners Corporation committee c/- the Manager before making an application to or pursuing a dispute at the Victorian Civil and Administrative Tribunal.
- 24.4 In addition to setting out the complaint, the written complaint must set out whether the person wishes to invite the Owners Corporation committee, the Manager or another party to a meeting to discuss any issue in dispute.
- 24.5 The Owners Corporation or the Owners Corporation committee will call a meeting within 14 days to resolve the issue or dispute and take any action it deems appropriate according to law. Any resolutions made by the Owners Corporation or the Owners Corporation committee will be recorded in the minutes of that meeting and sent to all Owners and Occupiers involved in the relevant dispute.
- 24.6 If the issue or dispute is not resolved, the complainant has a right to take further action under Part 10 of the Act.

25. WEBSITE MANAGEMENT

25.1 An Owner or Occupier using the website facility if provided by the Owners Corporation must:

- (a) acknowledge that all posts made to these forums express the views and opinions of the person posting the blog in the forum and not the manager, moderators, committee or webmaster (except for posts by these people) and hence will not be held liable;
- (b) agree not to post any abusive, obscene, vulgar, slanderous, hateful, threatening, sexually-oriented or any other material that may violate any applicable laws,
- (c) agree that the manager, moderators, committee or webmaster of this forum have the right to remove, edit, move or close any topic at any time should they see fit, and
- (d) agree to any information the owner or occupier has entered above being stored in a database
- (e) once the information is in the databased, the copyright and ownership of the information passes on the Owners Corporation unless specifically excluded by the author.