

Owners corporation notification of making rules

Section 27E(1) Subdivision Act 1988 (when lodged with Plan)



Lodged by

Name: MADDOCKS

Phone: 03 9258 3555

Address: TOWER 2, LEVEL 25, 727 COLLINS ST, MELBOURNE 3008

Reference: MZS:MVT:6438643

Customer code: 1167E

Applicant: (full name and address, including postcode)

MP COMMERCIAL NO 1 PTY LTD ACN 605 707 784, MP COMMERCIAL NO 2 PTY LTD ACN 605 707 793
AND MP COMMERCIAL NO 3 PTY LTD ACN 605 707 800 ALL OF LEVEL 2, 436 JOHNSTON STREET,
ABBOTSFORD, VIC 3067

Plan no.: PS 738832M

Owners corporation no.: 10

A copy of the proposed rules of the owners corporation is provided.

Signing:

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Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of MP COMMERCIAL NO 1 PTY LTD, MP COMMERCIAL NO 2 PTY LTD AND MP C

Signer Name MITCHELL LEIGH SHARMAN MP COMMERCIAL NO 3 PTY LTD

Signer Organisation MADDOCKS

Signer Role AUSTRALIAN LEGAL PRACTITIONER MITCHELL LEIGH SHARMAN

Signature  727 Collins St, Melbourne 3008
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

Execution Date 24 OCTOBER 2018

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Date / /20

**Owners Corporation Rules
40 Hall Street, Moonee Ponds, Victoria 3039
Residential Lots only**

Owners Corporation No. 10 on Plan of Subdivision PS738832M

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Owners Corporation Rules Residential Lots

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NOTES

The *Owners Corporations Regulations 2007* detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These rules must be read in conjunction with the Regulations and the Owners Corporation No. 1 Rules.

1. Definitions

In these rules:

Act means the *Owners Corporations Act 2006* (Vic) as amended from time to time.

Building Works means all design, building and construction works including the construction, erection, fixing, installation or otherwise or any item not originally included with or part of a Lot or Common Property (and without limitation, includes the alteration or modification to the external façade of a Lot, removal or replacement of floor coverings or materials, fixing or having fixed any electrical, audio visual, or communication device or equipment (for example, plasma or LCD televisions or speakers) within or about or relating to a Lot which may affect the acoustic performance of any inter-tenancy wall, floor or ceiling).

Children means persons below the age of 16 and **Child** has a corresponding meaning.

Committee means a committee of Members (of which the Manager may also be a member) appointed from time to time and where the context requires includes any sub-committee(s).

Common Property means the land and any improvements erected on 34-36 Margaret Street and 40 Hall Street, Moonee Ponds, Victoria 3031 designated as common property on the Plan.

Developer means the party engaged by the Owner or a Related Body Corporate and responsible for the development of the Development and creation of Lots and includes the Developer's successors and assigns and Related Bodies Corporate and where it is consistent with the context includes the Developer's employees, agents, builders, contractors, subcontractors and invitees.

Development means the development to be carried out on the land known as 34-36 Margaret Street and 40 Hall Street, Moonee Ponds as a mixed use community and associated facilities including the marketing and sale of Lots.

Director has the same meaning as it has in the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

Dispute means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:



- (a) the operation of the Owners Corporation;
- (b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation.

Domestic Building Contract means any domestic building contract within the meaning of the *Domestic Building Contracts Act 1995* (Vic) entered into by the Initial Owner.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Initial Owner has the same meaning as it has under the Act and where the context requires includes its successors and assigns.

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

Lot means a lot shown on the Plan.

Maintenance Fund means a fund or part of a fund used for implementation of the Maintenance Plan (if any).

Maintenance Plan means a maintenance plan (if any) established and approved by the Owners Corporation as contemplated by the Act.

Manager means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

Member means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

Occupier means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

Owner means the owner of the Land, being:

- (a) MP Commercial No 1 Pty Ltd ACN 605 707 784;
- (b) MP Commercial No 2 Pty Ltd ACN 605 707 793; or
- (c) MP Commercial No 3 Pty Ltd ACN 605 707 800,

either collectively or singularly as the context requires, or such other registered proprietor or proprietors of the whole or any part of the land comprising the Development from time to time.

Owners Corporation(s) means the Owners Corporation(s) created by the registration of the Plan.

Owners Corporation No. 1 means the unlimited owners corporation on the Plan.

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Owners Corporation No. 1 Rules means the Rules for unlimited Owners Corporation No. 1 on the Plan.

Plan means plan of subdivision no. PS738832M.

Proximity Card means a card, magnetic card or other device used to open and close doors, gates, locks in respect of a Lot or Common Property including any remote control or other security device issued to the Member or Occupier.

Recreational Facilities means any recreational facilities located on Common Property created by Owners Corporation from time to time for use by Members.

Regulations means the *Owners Corporations Regulations 2007* (Vic) as amended from time to time.

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001* (Cth).

Rule or Rules means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

2. Interpretation

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

2.1.2 words imparting the singular include the plural and vice versa;

2.1.3 expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation and any governmental authority; and

2.1.4 a reference to a thing includes part of that thing.

2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.

2.3 In these Rules:

2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 In the event of a conflict between these Rules and any restriction(s) on the Plan, the restriction will prevail.

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3. Relationship with Owners Corporation No. 1 Rules

If there is any conflict between these Rules and the Owners Corporation No. 1 Rules, the Owners Corporation No. 1 Rules prevail.

4. Pets and Animals

- 4.1 A Member cannot keep any animal upon the Common Property.
- 4.2 A Member may be given notice by the Owners Corporation to remove and keep removed any animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 4.3 A Member must ensure that any animal belonging to them does not urinate or defecate on Common Property.
- 4.4 A Member must ensure that any animal urination or defecation which occurs within a Lot (including on any balcony or other open space area forming part of a Lot) or on Common Property is promptly and hygienically disposed of.
- 4.5 A Member must ensure that any animal belonging to them must be on a lead at all times, or restrained, or in an appropriate carrier, when on the Common Property.
- 4.6 A Member must not bring any animal into an area on the Common Property comprising Recreational Facilities that contain a swimming pool, spa or gymnasium.

5. Use of appurtenances

A Member or Occupier must not use the water closet, conveniences or other water apparatus, including water pipes and drains for any other purpose than those which they were constructed and, must not sweep or deposit rubbish or other unsuitable substances therein. The Member indemnifies and keeps indemnified the Owners Corporation on a full indemnity basis for any costs or expenses resulting from any damage or blockage incurred by the Owners Corporation where the damage or blockage was caused by the Member, Occupier or their invitees.

6. Fittings

A Member or Occupier must not affix or have affixed to any Common Property (including any wall, floor or ceiling) any electrical, audio visual or communication device or equipment without the prior written consent of the Owners Corporation including but not limited to plasma or LCD televisions or speakers.

7. Provision of Services

Each Member of the Owners Corporation agrees that the Owners Corporation will provide the following services:

- 7.1 the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping;
- 7.2 the repair and maintenance of Recreational Facilities (including any swimming pool, spa and gymnasium (including gymnasium equipment); and

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- 7.3 a building manager who will assist members with functions and access with respect to that part of the Common Property and other services determined by the members from time to time; and
- 7.4 any other service or facility provided by the Owners Corporation for the benefit of the Members.

8. Use of Common Property

A Member must not:

- 8.1 perform any works (including Building Works) to the Common Property without the prior written consent of the Owners Corporation;
- 8.2 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;
- 8.3 do or permit anything which might cause structural damage to the Common Property;
- 8.4 move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary;
- 8.5 interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;
- 8.6 interfere with any personal property vested in the Owners Corporation;
- 8.7 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- 8.8 obstruct a driveway or entrance to a Lot or any other road on the Development;
- 8.9 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade except with the consent in writing of the Owners Corporation;
- 8.10 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately 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;
- 8.11 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;
- 8.12 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;
- 8.13 hold or allow to be held any public auction on or near the Common Property;
- 8.14 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;

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- 8.15 except with the consent in writing of the Owners Corporation, use for their own purposes any portion of the Common Property;
- 8.16 must notify the Owners Corporation or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

9. Behaviour of Invitees

- 9.1 The duties and obligations imposed by these special rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (**Invitees**).
- 9.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.
- 9.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 9.1 and 9.2.
- 9.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

10. Owners Corporation Fees

- 10.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations either quarterly, bi-annually, or at such other intervals as may be determined by the Owners Corporation from time to time by general resolution, in advance according to their lot entitlement and liability.
- 10.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.
- 10.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

11. Consent of Owners Corporation

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

12. Enforcement of Domestic Building Contract

The Member agrees that for the purpose of its obligations under the Act:

- 12.1 the Members acknowledge and agree that reasonable steps to enforce any domestic building contract (within the meaning of the *Domestic Building Contracts Act 1995*) include:

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- 12.1.1 the making of a demand in writing to the builder under any domestic building contract to comply with the terms of the domestic building contract and/or rectify any breach of the domestic building contract;
 - 12.1.2 the exercise of any right under the domestic building contract to withhold any payment to the builder or have recourse to any security provided by the builder under the domestic building contract;
 - 12.1.3 the settlement of any dispute under any domestic building contract between the original owner and the builder on terms acceptable to the original owner; and
 - 12.1.4 any other enforcement action the Initial Owner considers appropriate in the circumstances; and
- 12.2 the Members agree to pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability.

13. Complaints and Disputes

- 13.1 Any Dispute must be dealt with at first instance in accordance with this Rule 13.1.
- 13.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 13.2.
- 13.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
 - 13.3.1 arrange a meeting between the parties to resolve the Dispute; or
 - 13.3.2 waive the requirement for the parties to meet.
- 13.4 Notwithstanding the course of action elected by the Committee under Rule 13.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.
- 13.5 Without limiting the generality of this Rule 13.4, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:
 - 13.5.1 arrange a meeting between the parties to resolve the Dispute; or
 - 13.5.2 waive the requirement for the parties to meet.
- 13.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 13.3.1 or 13.5.2, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

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14. Cost of Non-compliance

The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

15. Charges imposed on Members and Occupiers

- 15.1 Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- 15.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- 15.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 15.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

16. Rules Subject to Rights of the Owner and Developer

- 16.1 These Rules do not apply to and, are not enforceable against the Owner, the Developer or their mortgagee(s) or chargee(s) (if any), for so long as any of the following apply:
- 16.1.1 the Owner and/or its equity partners (if any) is a Member or Occupier;
 - 16.1.2 the Developer and/or its equity partners (if any) is a Member or Occupier;
 - 16.1.3 any mortgagee or chargee of the Owner or Developer has an interest in any Lot; or
 - 16.1.4 the Owner or Developer and/or their equity partners (if any) is engaged in any action required to complete the Development,
- where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Owner, Developer or their mortgagee(s) or chargee(s) may be engaged in or which may need to be carried out in order to complete construction of the Building and facilities comprised in the Plan or the Development.
- 16.2 Subject to Rule 16.4, the Owner, Developer and their equity partners (if any), their mortgagee(s) and chargee(s) must be and are by this Rule, authorised by each and every member of each and every Owners Corporation(s) in the Plan and by each and every Owners Corporation(s) in the Plan to:

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- 16.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- 16.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
- 16.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
- 16.2.4 erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property; and
- 16.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Owner, Developer or their mortgagee(s) or chargee(s) thinks fit; and
- 16.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- 16.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Owner, Developer and/or any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 16.3 The Owners Corporation(s) must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Owner, Developer or their mortgagee(s) or chargee(s) to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would revoke this Rule 16 or contravene any right or reprieve afforded to the Owner and Developer under this Rule 16.
- 16.4 In case of any inconsistency between the Rules and the rights of the Owner and/or the Developer under any Development Agreement, the Owner's and/or the Developer's rights under the Development Agreement will prevail and the Members, Occupiers and Owners Corporation must not seek to enforce the Rules against the Owner and/or the Developer where to do so would conflict with the Owner's and/or the Developer's Rights under any such Development Agreement.
- 16.5 A Member or Occupier must comply with the terms of any Development Agreement between the Owner, the Developer and/or the Owners Corporation that is disclosed to the Member or Occupier.
- 16.6 Every Member hereby consents to and agrees to the Owner and the Developer undertaking any or all of the rights of the Owner and the Developer set out in this Rule without any prevention or hindrance of such Member.
- 16.7 In exercising its rights under this Rule, the Owner and/or Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s) and must have regard to the amenity of Members. The Owner and/or Developer must only exercise their rights to the extent genuinely necessary for the Development. The Owner and

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Developer must not exercise their rights under this Rule to arbitrarily exclude the Owners Corporation(s) or the participation of Members.

17. Development Lease/Licence, Signage & Other Licences

17.1 The Owners Corporation may grant the Owner and/or the Developer:

- 17.1.1 a development lease or licence for the purpose of access to the Common Property for the purpose of facilitating the completion of the Development including without limitation the completion and integration of the carpark areas, landscaping and common areas within the various stages of the Development;
- 17.1.2 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;
- 17.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property;
- 17.1.4 a lease or licence to allow the Owner's and/or the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion; or
- 17.1.5 a licence to host festivals, parties or other celebratory or promotional events in the main lobby area or any other recreational areas within the Development; or
- 17.1.6 any other leases, licences or other rights of occupation which are reasonably required for the purpose of the Development or for the use and occupation of any Lot,

provided the Owner and/or the Developer uses its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.

- 17.2 A Member or Occupier of the Lot must not hinder or impede the Owner or the Developer from exercising its rights under any agreement entered into under this Rule.
- 17.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 17.
- 17.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 17.

18. Restrictions – Trade or Business

The Member or Occupier must not use or permit others from using any part of the Common Property for any trade, business or other commercial use without the express written consent of the Owners Corporation.

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19. Warranties & Novation or assignment of contracts

- 19.1 The Owner and/or Developer may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.
- 19.2 The Owners Corporation(s) must accept an assignment or novation of the contracts referred to in Rule 19.1 at the first meeting of the Owners Corporation.
- 19.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.
- 19.4 The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.
- 19.5 The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer or the Owner.
- 19.6 All Members must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 19 relative to the lot liability on the Plan.

20. Use of Recreational Facilities

The Owners Corporation may do all things necessary, including enacting further rules or issuing directions, to prevent a Member or Occupier from accessing Recreational Facilities which are:

- 20.1 not located in the building that the Member or Occupier occupies; or
- 20.2 not otherwise intended for use by the Member or Occupier.

The Member or Occupier must comply with any rule or direction issued by the Owners Corporation under this Rule 20, and any breach will constitute a breach of these Rules.

21. Recreational Facilities

- 21.1 When using the Recreational Facilities referred to in these Rules, a Member and an Occupier must ensure that:
- 21.1.1 Children are not in or around the Recreational Facilities unless accompanied by an adult Member or Occupier exercising effective control over them;
- 21.1.2 the Member's or Occupier's guests only use the Recreational Facilities if accompanied by the Member or Occupier and the Member or Occupier

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acknowledges that no more than 4 guests per Member are permitted at any one time without the Manager's prior consent; and

- 21.1.3 alcohol is not taken into or consumed around the Recreational Facilities, except as otherwise permitted by the Owners Corporation and subject to any conditions which the Owners Corporation may impose with respect to such consumption.
- 21.2 Members and Occupiers may only use the Recreational Facilities between the hours of 6:00am to 10:00pm (or such other hours determined by the Committee) unless the consent of the Owners Corporation is obtained to use the facilities outside of these hours.
- 21.3 The Owners Corporation may make additional or separate rules relating to the use of the Recreational Facilities provided they are not inconsistent with these Rules. If breached, rules relating to the Recreational Facilities will constitute a breach of these Rules.
- 21.4 A Member or Occupier must not move any article of furniture or any other article (e.g. pot plants, ornaments etc.) through or around the Common Property without the prior approval of a representative of the Owners Corporation.
- 21.5 A Member or Occupier must not remove any article of furniture or any other article (e.g. pot plants, ornaments etc.) from the Common Property.

22. Swimming Pool and Spa Area

If a swimming pool and/or spa area is located on Common Property, a Member or Occupier of a Lot must comply with swimming pool and spa area rules as approved by the Committee from time to time. The initial swimming pool and hot tub area rules are as follows:

- 22.1 Children may use the swimming pool and spa areas only if supervised by an adult.
- 22.2 Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool and spa areas.
- 22.3 Alcohol and food are not permitted in the swimming pool and spa areas.
- 22.4 The swimming pool and spa areas are for the private use by residents and no more than two guests at any one time, although guests are to be accompanied by a resident at all times.
- 22.5 Smoking is not permitted in the swimming pool and spa areas.
- 22.6 For the hygiene of all users of the swimming pool and spa, all users must shower first.
- 22.7 Running, ball playing, jumping, diving, noisy or hazardous activities are not permitted in the swimming pool and spa areas.
- 22.8 Hours of use are between 6:00am to 10:00pm or as otherwise determined by the Committee.
- 22.9 All users of the swimming pool and spa areas must dry off before leaving the relevant area.
- 22.10 Suitable footwear must be worn to and from the swimming pool and spa areas.
- 22.11 A Member or Occupier of a Lot and persons under their control must ensure that when in the swimming pool or spa areas appropriate attire is worn at all times (i.e. nude bathing is not permitted).
- 22.12 Spitting is not permitted in the swimming pool, spa or the swimming pool and spa areas.

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- 22.13 Users of the pool and spa areas do so at their own risk and must not make any claim against the Owners Corporation and must indemnify and keep indemnified the Owners Corporation against any action, demand, cost, liability or loss due to any damage, loss, injury, or death, arising out of use of the pool and spa areas.

23. Gymnasium

If a gymnasium is located on Common Property, a Member or Occupier of a Lot must comply with the gymnasium rules as approved by the Committee from time to time. The initial gymnasium rules are as follows:

- 23.1 Children are not permitted to use the gymnasium at any time.
- 23.2 Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium.
- 23.3 The gymnasium is for use by residents only.
- 23.4 Alcohol and food are not allowed in the gymnasium.
- 23.5 Smoking is not permitted in the gymnasium.
- 23.6 All users of the gymnasium must carry a towel at all times.
- 23.7 Hours of use are between 6:00am to 10:00pm or as otherwise determined by the Committee.
- 23.8 Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times.
- 23.9 All users of the gymnasium must turn off all lights and air conditioning when leaving.
- 23.10 Users of the gymnasium must be professionally instructed on the equipment prior to the Owners Corporation granting access to the gymnasium area.
- 23.11 All users of the gymnasium do so at their own risk.
- 23.12 Users of the gymnasium are not permitted to play music audible to other users of the gymnasium.

24. Proximity Cards

- 24.1 A Member in possession of a Proximity Card must:
- 24.1.1 keep the Proximity Card for their exclusive use and must not give the Proximity Card to any other person;
 - 24.1.2 not duplicate the card or permit it to be duplicated without the Owners Corporation's written permission;
 - 24.1.3 take all reasonable precautions to ensure that the Proximity Card is not lost or handed to a person other than the Member and is not to dispose of the Proximity Card in any way other than by returning it;
 - 24.1.4 promptly notify the Owners Corporation if a Proximity Card is lost or destroyed; and

- 24.1.5 include in any lease or licence of a Lot to the Member a condition or obligation requiring the return of the Proximity Card to the Owners Corporation upon demand by the Owners Corporation acting reasonably.
- 24.2 The Owners Corporation may make a number of Proximity Cards as deemed appropriate available to Members free of charge. The Owners Corporation may charge a reasonable fee for any additional Proximity Cards required by a Member.
- 24.3 Where a Member is in arrears in payment of the Owners Corporation levies in excess of two quarters, or is in repeat breach of these Rules, the Owners Corporation may cancel the Proximity Card or suspend access to Recreational Facilities using the Proximity Card..
- 24.4 The Member must pay the cost of replacing any lost, stolen, damaged, non-functioning or destroyed Proximity Card issued to them.

