

RULES FOR OWNERS CORPORATION PS 722823C

1. Definitions

In these rules:-

- (a) **"Act"** means the Owners Corporation Act 2006 (Vic);
- (b) **"Building"** means the Development located on at 1228 Nepean Highway, Cheltenham;
- (c) **"Building Manager"** means the person appointed by the Owners Corporation to be the building manager for the purposes detailed in these rules;
- (d) **"Developer"** means The Village Cheltenham Pty Ltd ACN 167 213 470 c/- Unit 1440, 1 Queens Road, Melbourne;
- (e) **"Owners Corporation Manager"** means the person for the time being appointed by the Owners Corporation as the manager of the Owners Corporation;
- (f) **"Government Agency"** means any government or semi-government, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (g) **"Land"** means the whole of the land described in the Plan;
- (h) **"Plan"** means Plan of Subdivision No. PS 722823C;
- (i) **"Owners Corporation"** means owners corporation PS 722823C;
- (j) **"Proprietor of a lot"** includes the owner of a lot and an occupier of that lot;
- (k) **"Regulations"** means Owners Corporation Regulations 2007;
- (l) **"Residential Lot"** means a lot intended to be used for residential purposes;
- (m) **"Security Key"** means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;
- (n) Unless the context otherwise requires:-
 - i. headings are for convenience only;
 - ii. words importing a gender include any gender;
 - iii. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency;
 - iv. a reference to a person includes a reference to the person's executors, administration, succession, substitutes (including, without limitation, persons taking by novation) and assigns;
 - v. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

- vi. a reference to an Owners Corporation includes any elected committee of the Owners Corporation; and
- vii. a reference to a thing includes part of that thing.

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

2. Use of Lots - Developer

2.1. Display Lots

The Developer may:

- (a) use Lots or any part of common property for display purposes including a sale office and car parking;
- (b) allow prospective purchasers of any Lot to inspect any display Lot; and
- (c) use any signs, advertising or display material in or about the display Lot and common property as it thinks fit.

2.2. Development Rights

Notwithstanding any other rule, the Developer:

- (a) is entitled to progressively develop staged Lots as set out in the Plan;
- (b) is entitled to incorporate further land into the Plan, to become part of the Development;
- (c) need not comply with any rule:
 - (i) which is inconsistent with or limits a right under these rules; or
 - (ii) the application of which, in the Developer's opinion, is inappropriate to the development of a Lot while that Lot remains undeveloped or during its development; or
 - (iii) is inconsistent with or limits a right under the Lease of common property.

2.3. Common Property

The Developer is permitted to use and develop the common property for the purpose of developing the Land and in particular for the construction of the Recreational Facilities and the Works.

3. Health, safety and security

3.1. Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

3.2. Storage of flammable liquids and other dangerous substances and materials

- (a) Except with the approval in writing of the Owners Corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (b) This rule does not apply to:-
 - i. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - ii. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

3.3. Waste disposal

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 users of other lots.

3.4. Garbage

- (a) A Proprietor of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- (b) A Proprietor of a lot must dispose of garbage in a manner specified by the Owners Corporation from time to time but otherwise:-
 - i. glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - ii. recyclable items, (without limitation, paper, cardboard and plastic) as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation.
 - iii. cardboard boxes and packaging must be broken down, tied with string, and neatly packed in the garbage area; and
 - iv. all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property.
 - v. All commercial waste must be removed from the property at the cost of the occupant.

3.5. Consent of the Owners Corporation

A consent given by the Owners Corporation under these rules will, if applicable, be revocable and may be given subject to conditions that the Proprietor of the lot to which the consent or approval relates is responsible for compliance with.

3.6. Complaints and Applications

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

3.7. Use of Appurtenances

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they are constructed and rubbish or other

unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Proprietor of the lot causing the damage or blockage.

3.8. Infectious Diseases

In the event of any infectious diseases which may require notification by virtue of any statute, regulation or ordinances affecting any person in any lot, the Proprietor of the lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Owners Corporation Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

3.9. Access to Lots

Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the Owners Corporation Manager and their servants agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot Proprietor in cases where such leakage or defect is due to any act or default of the lot Proprietor or its invitees). The Owners Corporation and the Owners Corporation Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the lot Proprietor as is reasonable in the circumstances.

4. Management and administration

4.1. Metering of services and apportionment of costs of services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (c) Subrule (ii) does not apply if the concession or rebate:-
 - i. must be claimed by the lot owner or occupier and the Owners Corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - ii. is paid directly to the lot owner or occupier as a refund.

4.2. Security Keys

- (a) The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Proprietor of a lot.
- (b) A Proprietor of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any other Proprietor of a lot and must use all reasonable endeavours including, without limitation, an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.
- (c) A Proprietor of a lot in possession of a Security Key must not, without written consent from the Owners Corporation, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Proprietor and is not disposed of otherwise than by returning it to the Proprietor or the Owners Corporation.

- (d) A Proprietor of a lot must promptly notify the Owners Corporation Manager if a Security Key issued to it is lost or destroyed.
- (e) A proprietor of a lot must keep the Building Manager informed at all times of the names and the addresses and telephone numbers of all persons in possession of a Security Key so that the Building Manager may maintain a register of Security Key holders which is up to date at all times.

4.3. Fire Control

The building is designed in compliance with the Building Code of Australia as amended by the provisions of the Fire Engineering Report. Details of the "Building Owners Responsibility" summary report are contained in the Apartment Owners Manual. Therefore:-

- (a) a Proprietor of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escapes;
- (b) a Proprietor of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of its lot;
- (c) a Proprietor of a lot 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; and
- (d) a Proprietor of a lot must comply with all fire safety requirements applicable to occupiers of the Building and the directions of all persons authorised to carry out the required procedures including allowing access to the lot for inspection and maintenance of Range Hood Exhaust Systems, smoke detectors and sprinkler systems, and other compliance issues.

5. Lots

5.1. Change of use of lots

An owner or occupier of a lot must give written notification to the Owners Corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the Owners Corporation.

5.2. Car Parking Lots

An owner or occupier of a car park lot must:-

- (a) not use this lot for any other purpose than parking of a registered motor vehicle; or
- (b) carry out any work or repairs to a motor vehicle on the car park lot.

5.3. Support and provision of services

Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:-

- (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with; or
- (b) the structural and functional integrity of any part of the common property is impaired; or
- (c) The passage or provision of services through the lot or the common property is interfered with.

5.4. Cleaning and Repair of Lots, Balconies and Terraces

- (a) A Proprietor of a lot must keep that lot and any balcony or terrace used in conjunction with the lot clean and in good repair.
- (b) A Proprietor of a lot must not change the external appearance of that lot.
- (c) A Proprietor of a lot must ensure its car parking space(s) and nearby common property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near a Proprietor's space(s) which is stained by oil, petrol or a like substance and charge that Proprietor for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.

5.5. Signs, Blinds and Awnings

- (a) A Proprietor of a lot must not, without the prior written consent of the Owners Corporation, erect or affix any sign or notice to any part of the common property or within the lots so as to be visible from outside the lot unless approved by the Owners Corporation.
- (b) A Proprietor of a lot must not install or permit the installation of any window coverings other than roller blind and s-fold curtain specified by the Owners Corporation.
- (c) A Proprietor of a lot must not install, or permit the installation of, any awnings other than as approved by the Owners Corporation.
- (d) Nothing in this rule 4.4 prohibits the Proprietor of a lot used as a restaurant, café or for other commercial purposes from affixing a sign to the common property provided the sign:-
 - i. is for the purpose of identifying the business carried on from the lot and the hours of operation of the business;
 - ii. complies with the requirements of all relevant authorities;
 - iii. is in the immediate vicinity of the lot; and
 - iv. is approved in writing by the holder of a lease or licence from the Owners Corporation of or relating to the particular area of the common property.

5.6. Appearance of a Lot

Without limiting any other of these rules, a Proprietor of a lot must not:-

- (a) without prior written consent of the Owners Corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building and for the sake of clarity this includes window furnishings;
- (b) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation;
- (c) operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;
- (d) without the prior written consent of the Owners Corporation attach or hand from the exterior of the lot any aerial or any security device or wires;
- (e) install or operate any intruder alarm which emits an audible signal;

- (f) place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property;
- (g) allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- (h) install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
- (i) alter in any way the building façade;
- (j) install any air conditioning unit in a lot other than in a place nominated by the Owners Corporation; or
- (k) install any pipes, wiring, cables or the like to the external face of the Building.

5.7. Painting, Finishing, etc

A Proprietor of a lot must not paint, finish or otherwise alter the external façade of the Building.

5.8. Clothes Drying and Appearance of a Lot

A Proprietor of a lot must not place any washing, towel or other article on the common property or so as to be visible from the common property or from outside the Building without the written consent of the Owners Corporation.

5.9. Compliance with Laws

A Proprietor of a lot must at the Proprietor's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Governmental Agency.

5.10. No Trade or Business in Residential Lots

The Proprietor of a residential lot must not use that lot or any part of the common property relating to residential lots for any trade business or profession nor permit other to do so unless:-

- (a) the person conducting the trade or business is a full time resident of the lot and only operates a home office;
- (b) the planning scheme governing the issue of that lot permits the trade or business to be carried on from that lot;
- (c) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- (d) the trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors of other lots or greater security risk.

5.11. Short Term Letting

An owner or occupier of a lot must not lease, sub-lease, licence, rent, hire or otherwise deal with a lot or permit a lot to be leased, sub-leased, licenced, rented, hired, or otherwise dealt with, for any period less than 3 calendar months.

6. Use of common property

6.1. Use of common property

- (a) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (b) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.
- (c) An approval under subrule (b) may state a period for which the approval is granted.
- (d) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (e) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (d) must remove that animal.
- (f) Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

6.2. Use of Common Property Garden and barbeque facilities

- (a) Use of the any barbeque or other common facilities is at the lot owner or occupier's own risk.
- (b) Cooking facilities must only be used by adults over the age of 18.
- (c) The area must be left in a clean and tidy state after use, all rubbish is to be disposed of correctly and the cooking facilities cleaned. Lot owners will be charged for any extra cleaning that may be required if the area is left dirty or untidy.

6.3. Compliance with Rules by Invitees

- (a) A Proprietor of a lot must take all reasonable steps to ensure that its invitees comply with these rules and in default take all reasonable steps to ensure that its invitees leave the Building.
- (b) A Proprietor of a lot which is the subject of a lease or licence agreement must include in the lease or licence agreement an obligation of the lessee or licensee to observe these rules and must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- (c) A Proprietor of a lot shall ensure that, in the event of such Proprietor holding a function or party involving fifteen (15) or more guests, such Proprietor shall engage security at the front entrance to greet, admit and escort any invitee or guest to the appropriate lift bank and to maintain security during the period of the function. The Proprietor of a lot shall also, in such event, give notice of such function to the Building Manager and ensure that any security staff comply with the requests and directions of the Building Manager from time to time and behave appropriately and courteously to all other members of the Owners Corporation.
- (d) A Proprietor of a lot shall ensure that any selling or leasing agent engaged by such Proprietor shall not place any exhibit or advertising boards at the entry-way to the property in common areas or on the footpath at the entry-way to the property, in common areas or on the footpath at the entry-ways. Any such selling or leasing agent shall be required at any inspection time to ensure the front entry is manned as well as the respective apartment floor level lobby with personnel suitably attired at all times during any open for inspections or auction and to ensure that all persons attending such open for inspection or auction are escorted from the entry to

the appropriate lift bank and from the lift lobby of the respective floor level to the relevant property open for inspection or auction.

6.4. Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:-

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the Owners Corporation; or
- (d) to be parked by a visitor to its lot to use other than those spaces allocated to its lot or to visitors.

6.5. Damage to common property

- (a) An owner or occupier of a lot must not damage or alter the common property without the written approval of the Owners Corporation.
- (b) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the Owners Corporation.
- (c) An approval under subrule (a) or (b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (d) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (e) The owner or person referred to in subrule (d) must keep any device, screen or barrier installed in good order and repair.
- (f) A Proprietor of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property without the consent in writing of the Owners Corporation.
- (g) A Proprietor of a lot must not breach the fire regulations by installing unapproved dead locks or peep holes on any lot or common property that would void the Owners Corporation Insurance Policy.

6.6. Interference with Common Property or Services

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

- (d) A Proprietor of a lot must not install nor permit the installation of covering to any storage area or storage lot other than as permitted by the Owners Corporation.
- (e) A Proprietor of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation.
- (f) A Proprietor of a lot must not enter any plant room without the consent of the Owners Corporation.
- (g) A Proprietor of a lot must not do any act or thing or allow any act or thing to be done to the lot or the common property that may in any way damage or interfere with the use of cabling, line links, head ends, wiring conduits, boxes, wall plates, splitters and ancillary equipment ("the electronic cabling") installed or to be installed by ENTER BUILDERS ENTITY in the Building in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling remains the property of ENTER BUILDERS ENTITY.
- (h) A Proprietor of a lot must not do any act or thing to interfere with the fresh air supply, design and pressure equalisation of the Building and shall not place any obstruction or permanent door seal to the base of any apartment entry door.
- (i) A proprietor of a lot must not operate any barbeque or similar cooking appliance other than in an open, ventilated area or balcony. In all circumstances the Proprietor of a lot must not operate any gas barbeque in any winter garden area of any apartment unless strictly in accordance with a specific approval granted and which barbeque shall fully comply with any engineering requirements relating to reticulated gas supply, sprinkler protection, exhaust ducting, and flame failure shut-off valves. For the purposes of this rule, and without limiting the foregoing, under no circumstances shall a Proprietor of any lot operate a gas barbeque in a winter garden using a portable gas bottle.

6.7. Security of Common Property

A Proprietor of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

6.8. Notification of Defects

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

6.9. Compensation to Owners Corporation

The Proprietor of a lot shall compensate the Owners Corporation in respect of any damage to the common property or property vested in the Owners Corporation caused by that Proprietor or its respective tenants, licensees or invitees.

6.10. Restricted use of Common Property

- (a) The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:-
 - i. close off any part of the common property not required for access to a lot on either a temporary basis, or otherwise restrict the access to, or use by, Proprietors of lots of any part of the common property;
 - ii. permit, to the exclusion of Proprietors of lots, any designated part of the common property to be used by any security person as a means of monitoring the security and general safety of the lots, either solely or in conjunction with other lots; and

- iii. restrict, by means of key or other security device, the access of the Proprietors of lots on one level of the Building to any other level of the Building.

- (b) A Proprietor of a lot must abide by any actions taken by the Owners Corporation in accordance with rule 5.9 (a).

6.11. Vehicles on Common Property

A Proprietor of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto the common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

6.12. Storage

A Proprietor of a lot must not and must not permit;-

- (a) storage of any items in the car park outside of the storage cage provided;
- (b) install any new storage cages in the car park either within their lot or on common property; or
- (c) replace any existing storage cage with any type other than the original installed cage by make size and design.

6.13. Storage of Bicycles

A Proprietor must not:-

- (a) bring or permit any bicycle to be brought into a residential lot or a balcony; or
- (b) bring or permit any bicycle to be brought into the foyer, stairwells, hallways, garden areas, walkways or other parts of the common property except the basement car park levels.

6.14. Interference with Exclusive and Special Rights

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

6.15. Building Works

- (a) A Proprietor of a lot must not undertake any building works within or about or relating to a lot or on or to common property including, without limiting, the generality of the foregoing the removal of walls between the lots or the installation of cages in storage areas or which affect the external appearance of the Building or any of the common property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building except in accordance with the following requirements:-
 - i. such building works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Owners Corporation Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof;

- ii. the Proprietor of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors; and
 - iii. in the case of a storage unit within a lot the works must comply with the standard storage unit details as approved by the Owners Corporation.
- (b) The Proprietor of a lot must not proceed with any such works until the Proprietor:-
 - i. submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor;
 - ii. supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - iii. Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider such plans and specifications) of giving such consent including any additional costs incurred by the Owners Corporation in respect of extra work required to be undertaken by the Owners Corporation Manager and the legal costs relating to the preparation of a Building Works Agreement if the Owners Corporation considers such an Agreement to be necessary are to be paid by the Proprietor and such approval shall not be effective until such costs have been paid; and
 - iv. Pays such reasonable costs to the Owners Corporation.
- (c) The Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the property and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the common property, on-site management and building protection and hours of work (and the main Building entrance and foyer must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that such servants agent and contractors are supervised in the carrying out of such works so as to minimise any damage or to dirtying of the common property and the services therein.
- (d) Without limiting the generality of the foregoing, the Proprietor of a lot must not use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays. Without limiting the rule of 5.13 (c), the Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:-
 - i. building material 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 of the relevant Government Agencies;
 - iv. the exterior and the common property of the Building must at all times be maintained in a clean tidy and safe state; and
 - v. construction vehicles and construction workers' vehicles must not be brought into, or parked in, the common property.
- (e) Before any of the Proprietor's works commence the Proprietor must:-

- i. cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
 - ii. deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- (f) Access shall not be available to other lots on the Plan or the common property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant lot or of the Owners Corporation in the case of the common property.
- (g) The Proprietor of a lot shall immediately make good all damage to, and dirtying of, the Building, the common property, the services thereof or any fixtures fittings and finishes which are caused by such works. If the Proprietor fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Proprietor fails to do so within a reasonable period of time) make good the damage and dirtying and in the event the Proprietor shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

6.16. Selling and Leasing

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

6.17. Proprietors Moving Furniture and other Articles (requiring lift covers).

- (a) Proprietors moving furniture and other articles likely to cause damage or obstructions through the common property must not:-
- i. do so without notifying the Building Manager, at least 48 hours prior to the proposed move and without receiving approval from the Building Manager or Owners Corporation Manager for the day and time of the proposed move;
 - ii. do so on a Sunday or public holiday without the prior consent of the Owners Corporation (surcharges may apply);
 - iii. do so on a Saturday without paying the fee set by the Owners Corporation for the overtime attendance of the Building Manager or other security personnel;
 - iv. permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Building Manager;
 - v. permit any furniture or other articles to be brought into or out of the Building other than via the goods hoist or goods lift or basement loading dock;
 - vi. permit any vehicles to restrict access to the car park;
 - vii. permit any carriers to enter the Building other than via the loading dock;
 - viii. conduct operations so as to unduly restrict access of other Proprietors of a lot to the lifts or lobbies or restrict access to fire escapes;
 - ix. place any furniture or items in a lift other than that specified by the Building Manager and, in any event, not until protective covers have been placed in the lift by the Building Manager;
 - x. permit any furniture or other items to come into contact in any way with the lift doors, including static contact or leaning or stacking against the door; or

- xi. damage the common property.

Proprietors moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Building in doing so. IF any amount to be paid by a Proprietor of the lot moving in or out is not paid within 14 days of the date of moving (and that Proprietor of the lot is not the owner of the lot), then the Owners Corporation may recover the amount owed from the owner of the lot.

7. Owners Corporation – Provision of Services and Levies

All Owners of lots agree that:

7.1. Services:

The Owners Corporation may provide the following services:

- (a) The operation of a security surveillance service.
- (b) The repair, maintenance and improvement of any fixtures, chattels or facilities locating within the common property.
- (c) Any other service or facility provided by the Owners Corporation for the benefit of Owners of lots and Occupiers which is consistent with the stated objectives of these Rules.
- (d) Any further or additional service in the furtherance of the development and its objectives.

7.2. Cost

The provision of the services set out at clause 6.1 hereof by the Owners Corporation will be paid for by all Owners of lots according to Lot liability as set out in the Schedule of Liabilities in the Plan.

7.3. Landscaping

Subject to and in accordance with any agreement between the developer and council the Owners Corporation shall provide the service of repairing and maintaining of such landscaping within the Plan as the Owners Corporation is responsible for and the provision of that service will be paid for by all Owners of lots according to Lot liability as set out in the Schedule of Liabilities in the Plan.

7.4. Lease or Licence

Until the date of completion of the Development the Developer may cause the Owners Corporation to or the Owners Corporation itself shall grant a lease or licence over the Common Property or part of it to any legal entity as it sees fit including without limitation a lease or licence enabling the legal entity to become responsible for the overall management of all community facilities within the Common Property.

8. Behaviour of persons

8.1. Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

8.2. Noise and other nuisance control

- (a) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (b) Subrule (a) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

8.3. Behaviour by Proprietors

- (a) A Proprietor of a lot must not wash any motor vehicle in a lot or on common property.
- (b) A Proprietor 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 Proprietor of another lot or to any person lawfully using common property.
- (c) A Proprietor of a lot must not smoke in the stairwells, lifts, foyers, car park lobbies, loading docks or areas set aside for plant and storage within the common property, or such other parts of the common property as the Owners Corporation or its Owners Corporation Manager may designate from time to time.
- (d) A Proprietor of a lot must not and must not permit any persons under its control to play on any part of the common property or, being a child, unless accompanied by an adult, to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- (e) A Proprietor of a lot must not and must not permit any person under its control to use on the common property any skateboards, roller skates or roller blades.
- (f) A Proprietor of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in the common property.
- (g) A Proprietor of a lot must not and must not permit persons under its control to consume alcohol on or take glassware onto the common property.

9. Dispute resolution

- 9.1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the Owners Corporation.
- 9.2. The party making the complaint must prepare a written statement in the approved form.
- 9.3. If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 9.4. If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 9.5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 9.6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 9.7. If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

- 9.8. This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

10. Non-Compliance

10.1. Recovery of Costs

If any Owners of lots or Occupiers have not complied with these Rules within 14 days after service of a notice by the Owners Corporation specifying any non-compliance, such Owners of lots, whether themselves or by their Occupiers, agree that:

- (a) The Owners Corporation, its employees, contractors, or agents is irrevocably permitted to enter the Lot and rectify the non-compliance.
- (b) The Owners of lots must pay to the Owners Corporation any charges levied against it in respect of the costs incurred by the Owners Corporation relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot.
- (c) Owners of lots must accept a certificate signed by the Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the non-compliance with these Rules.
- (d) Owners of lots must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* on the outstanding fees and charges until they are paid.
- (e) Any payments made for the purposes of these Rules shall 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.
- (f) Any costs incurred by the Owners Corporation relating to the non-compliance are costs incurred in the performance of a service to such Owners of lots.
- (g) Nothing in rule 9.1 in any way derogates from Owners of lots' obligation to comply with Sections 48–50 inclusive and 128–137 inclusive of the OCA.

10.2. Enforcement

If Owners of lots have not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause, or within 7 days for breaches of Builders' Site Refuse Guidelines, the Owners Corporation may take action in a Court of competent jurisdiction to compel such Owners of lots to comply with these Rules.

10.3. Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by Owners of lots or Occupiers or invitees, guests, servants, employees, agents, children, or licensees of such Owners of lots or Occupiers or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt due in an action in VCAT or any court of competent jurisdiction from the Owners of lots who were the registered proprietors of the Lot at the time when the breach occurred.

11. Pets and Animals

- 11.1. A Proprietor of a lot may only keep an animal on its lot with the consent of the Owners Corporation, which consent, shall not be reasonably withheld.
- 11.2. If any animal causes a nuisance the Owners Corporation may give notice to remove the animal from a lot or the common property (or both). The Proprietor must remove the animal from a lot or the common property immediately upon receipt of the notice from the Owners Corporation Manager.
- 11.3. A Proprietor of a lot must ensure that any animal in its control does not urinate or defecate on the common property, including internal courtyards, and must clean up immediately any mess caused by its animal.
- 11.4. A Proprietor of a lot must ensure that any animal in its control is kept on a lead, carried or in a cage whilst on the common property.
- 11.5. A Proprietor of a lot must ensure that animals enter and leave the Building through the car park levels or the basement and not through the main entrance foyer.
- 11.6. Rules 8.1 does not apply to an animal which assists a person with an impairment or disability, however, the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the occurrence of any nuisance and/or damage in accordance with these Rules.

12. ENTER BUILDERS ENTITY

Notwithstanding anything to the contrary herein contained, so long as ENTER BUILDERS ENTITY is a member or occupier and is an owner of a lot in any stage in the Plan, then these rules shall not in any way whatsoever apply to or be enforceable against ENTER BUILDERS ENTITY where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that ENTER BUILDERS ENTITY may be engaged in, or appoint qualified contractors for, and which it may need to carry out in order to complete construction of the Building and facilities comprised in the Plan in any stage. For the purposes of this rule 9, ENTER BUILDERS ENTITY shall be entitled to programme the completion of any and all parts of the Building at its absolute discretion.

13. Insurance Premiums

A Proprietor of a lot must not, without prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate or suspend any insurance policy or cover or increase the premium for any insurance policy effected by the Owners Corporation or another lot owner.