Delivered by LANDATA®. Land Victoria timestamp 26/10/2015 16:05 Page 1 of 22

State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

Owners Corporation Notification of Making Rules

! OC027919N 29/09/2015 \$59.80 OCR

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

Lodged by

Name: Logie-Smith Lanyon Lawyers

Phone:03 9628 4100

Address:Level 12, 575 Bourke Street, Melbourne VIC 3000

Reference: 2151652 Customer Code: 3430F

Applicant: (full name and address including postcode)

D Well Living Pty Ltd, Unit 46, Level 1, 255 Drummond Street, Carlton VIC 3053

Plan No.: PS722964H

Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 29/09/2015

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

mes?

MYLES R. HARRY
Level 12, 575 Bourke Street,
Melbourne Vic 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

30800812A

OC5

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



92-96 Albert Street Brunswick East Owners Corporation

OWNERS CORPORATION RULES AND INFORMATION FOR OWNERS CORPORATION NO. 1



PREFACE

These rules are made for Owners Corporation on Plan No PS722964H, 92-96 Albert Street Brunswick East.

The purpose of this document is to make Owners and Occupiers aware of their responsibilities to ensure that the amenity and the living standards of 92-96 Albert Street Brunswick East are maintained at premium levels.

Please read this document carefully and ensure that all Owners and Occupiers and, to the extent that these requirements may affect them, any guests or tradespeople of an Occupier or Owner, familiarise themselves, and comply with, these requirements.

As this document contains important and necessary information, please keep it in an accessible place for ease of reference.

This document also needs to be provided to the Owner's agent if a Lot is being sold or rented because the Owners Corporation requires this document to be accepted by purchasers and tenants.

Additional copies of the document are available from the Building Manager for a small fee.



Table of Contents

OWN	IERS CO	DRPORATION RULES AND INFORMATION FOR OWNERS CORPORATION NO. 1	1		
1.	APF	PLICATION OF THE OWNERS CORPORATION RULES	1		
2.	Management and security of the Building				
	2.1	Building Management and Security	1		
	2.2	Owners Corporation Manager	1		
	2.3	Owners Corporation Committee	1		
	2.4	Owners Corporation Rules	1		
3.	Emergency Procedures				
	3.1	Fires and Fire Alarms	2		
	3.2	Fire Fighting Equipment	2		
	3.3	General	2		
	3.4	Smoke Detectors	3		
4 .	Procedures				
	4.1	Proximity Devices	3		
	4.2	Admitting Guests	4		
	4.3	Use of Lift	4		
	4.4	Moving Into and Vacating the Building	4		
	4.5	Building Works, Alterations and Renovations	5		
	4.6	Mail	6		
5.	Services				
	5.1	Car Parks	6		
	5.2	Bicycles	7		
	5⋅3	Service Cupboard	7		
	5.4	Private Storage	7		
	5.5	Support and Provision of Services	7		
6.	Policies				
	6.1	No Animals	8		
	6.2	Rubbish	8		
	6.3	Appearance	8		
	6.4	Balconies and Terraces	9		
	6.5	Carrying-On Business	9		
	6.6	Notification of Defects	10		
7.	Use and Behaviour				
	7.1	Noise	10		
	7.2	Offensive Behaviour	10		
	7.3	Use of Common Property and Lot	10		
	7-4	Outdoor Entertainment Area	11		
	7.5	Damage to and Cleanliness	11		
	7.6	Maintenance	12		
8.	Insurance				
9.	Leased Lots (Occupancy by non-owners)				

OC027919N

29/09/2015 \$59.80 OCR

	_				A TERNINAN IERU KKU EBATE KIRIL KRINE ARIBA KIRIN IRAN IRAN IRAN IRAN	
10.	Compliance and Owners Corporation fees				,	13
11.	Owners Corporation access to Lots					14
12.	Spec	cial Rules for the Developer				14
	12.1	Special Rights for the Developer				14
	12.2	Consent				15
	12.3	Owners Corporation's Obligations				15
13.	Dispute Resolution					15
14.	Danger					15
15.	Inter	pretation				16
	15.1	Definitions				16
	15.2	General				17

OC027919N
29/09/2015 \$59.80 OCR

1. PART A

1. APPLICATION OF THE OWNERS CORPORATION RULES

- (a) All of the Owners Corporation Rules apply to Owners Corporation No. 1.
- (b) A reference in these rules to the Building Manager, Building Management or Owners Corporation Manager means the Owners Corporation, who may delegate its powers to the Building Manager or Owners Corporation Manager in accordance with the provisions of the Owners Corporations Act 2006.
- (c) The Model Rules created pursuant to Regulation Act of the Owners Corporation Regulations 2007 do not apply to the Owners Corporation.

2. PART B

2. MANAGEMENT AND SECURITY OF THE BUILDING

2.1 BUILDING MANAGEMENT AND SECURITY

The primary role of Building Management is to ensure the efficient operation of the Building and to maintain security at the highest level possible.

Building Management is responsible for the day-to-day running of the Building. Building Management is available to assist Owners and Occupiers in matters relating to the operation of their Lots, such as advice on controls, security, fire and evacuation procedures and other policies and procedures.

Owners acknowledge and agree that to fulfil its functions under the Owners Corporation Regulations and these Rules the Owners Corporation may enter into any contract for the purchase or supply of any good or service jointly with any other owners corporation on the Plan and allocate the costs and charges under any such contract between them on a fair and equitable basis.

2.2 OWNERS CORPORATION MANAGER

The Owners Corporation Manager provides the Owners Corporation with owners corporation management services.

The Owners Corporation Manager contracts with Building Management and other contractors, and ensures that the Owners Corporation operates in accordance with the Owners Corporation Regulations and is accountable for all the administrative, secretarial and accounting requirements.

2.3 OWNERS CORPORATION COMMITTEE

The members of the Owners Corporation appoint the Owners Corporation Committee. The Owners Corporation Committee is required to regularly meet to provide or receive updates in relation to the management of the Building.

2.4 OWNERS CORPORATION RULES

Owners and Occupiers must at their own expense comply at all times with the laws relating to their Lot including without limitation any requirement, notice and order of any governmental authority.

An Owner must strictly comply with all of the Rules and must ensure that the Owner's guests strictly comply with all of these Rules.

An Owner must ensure that any Occupier of the Owner's Lot strictly complies with all of these Rules.

The Owners Corporation Committee may at any time issue further requirements, instructions, directions or guidelines for Owners and Occupiers either pursuant to any of the Rules or for the

purpose of giving effect to the object of any of these Rules. Owners and Occupiers must strictly comply with and must ensure that all guests strictly comply with any such further requirements, instructions, directions or guidelines issued by the Owners Corporation Committee from time to time.

3. EMERGENCY PROCEDURES

3.1 FIRES AND FIRE ALARMS

The Owners Corporation Committee may issue a set of guidelines for fire and threat situations and may amend them from time to time. Any guidelines issued by the Owners Corporation Committee must be followed by all Owners and Occupiers.

3.2 FIRE FIGHTING EQUIPMENT

- (a) Owners and Occupiers should ensure that all smoke alarms and other fire emergency equipment installed in their Lot is properly maintained and tested regularly, and back-up batteries are replaced when necessary.
- (b) A contractor nominated by Building Management will maintain the Building's smoke detection and sprinkler system and all essential safety services and device, subject to the requirements of the *Residential Tenancies Act 1997* where applicable Owners and Occupiers must, upon receiving 24 hours notice, provide any such contractor with access to their Lot for the purpose of performing these maintenance activities.

3.3 GENERAL

- (a) If a Lot is rented, leased or loaned for any period of time, the Owner must make sure that a copy of these Rules is provided to the Occupier and that the Occupier agrees to be bound by them.
- (b) Owners and Occupiers must not interfere or tamper with any fire or emergency equipment other than using it in an emergency. Owners and Occupiers must not obstruct any fire stairs or fire escape.
- Owners and Occupiers must comply with all statutory and other requirements, including those issued from time to time by Building Management or the Owners Corporation Committee, relating to fire and fire safety.
- (d) The door leading to the stairwells and Lots are fire resisting and self-closing. Owners and Occupiers must ensure that all doors close properly and under no circumstances are they to be wedged open. If they are wedged open during a fire, smoke may penetrate the stairwell and eliminate the effectiveness of this escape route.
- (e) Stairwells, electrical riser (service) cupboards and other service cupboards must not be used for any other purpose than that intended. They must not under any circumstances be used for the storage of goods, waste, cartons etc and stairwells must not be obstructed at any time.
- (f) To avoid false alarms and unnecessary call outs by the Metropolitan Fire Brigade or other emergency services Owners and Occupiers and guests must not:
 - (i) smoke in the Common Property;
 - (ii) open the door to their Lot in non dangerous instances such as when smoke or fumes are released from burning food. Only windows should be used in these situations; or
 - (iii) leave open a door to their Lot and the common property without the written consent of the Owners Corporation.

- (g) The cost of false alarm calls to the Metropolitan Fire Brigade or other emergency services will be at the expense of the Owner of the Lot from which the call is occasioned or of the Lot that is identified by Building Management as being responsible for the false alarm.
- (h) The Owners Corporation Manager or Building Management may take measures to ensure the security, and to preserve the safety of the Common Property and Lots affected by fire or other hazards and without limitation may:
 - restrict the access to or use by Owners and Occupiers of any part of the Common Property;
 - (ii) permit, to the exclusion of Owners and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
 - (iii) restrict by means of key or other security device the access of the Owners and Occupiers of one level of the Building to any other level of the Building;
 - (iv) remove any locking device attached to any item left in the common property (including but not limited to bicycles left in areas which are not designated for the storage of bicycles), and where possible notify the relevant Owner or Occupier of such removal; and
 - (v) remove any item left in the common property (including but not limited to bicycles left in areas which are not designated for the storage of bicycles) and where possible notify the relevant Owner or Occupier of such removal. If the item is not collected by the relevant Owner or Occupier the Owners Corporation Manager or Building Management may dispose of such item within 3 business days of its removal.

3.4 SMOKE DETECTORS

- (a) There are smoke detectors in each Lot. Under no circumstances are the smoke detectors to be removed.
- (b) The Owners and Occupiers must regularly check and maintain the smoke detectors.

4. PROCEDURES

4.1 PROXIMITY DEVICES

- (a) Proximity Devices will be issued to Owners for access to the Building. Two Proximity Devices per Lot will be available. For security reasons, Proximity Devices are issued to Owners for their exclusive use. Only permanent Occupiers are permitted to hold Proximity Devices. The loss of any Proximity Device is the responsibility of the Owner (whether lost by the Owner or the person occupying the Owner's Lot) and the cost associated with such a loss may include not only the replacement of the lost Proximity Devices but the re-programming of all other Proximity Devices in use in order to maintain security. These costs must be borne by the Owner of the lost Proximity Device.
- (b) Owners must exercise a high degree of caution and responsibility in making a Proximity Device available to other persons and must ensure that any lease or licence of their Lot requires the return of the Proximity Device by the tenant or licensee.
- Owners and Occupiers must not without written consent from Building Management duplicate the Proximity Device or permit it to be duplicated and must take all reasonable precautions to ensure that the Proximity Device is not lost.
- (d) Owners and Occupiers must promptly notify Building Management if their Proximity Device is lost or destroyed.

(e) Building Management may elect not to issue or replace a lost Proximity Device without a written authority signed by the relevant Owner or Owner's agent.

4.2 ADMITTING GUESTS

An Owner or Occupier must not do or permit anything to be done that may prejudice the security or safety of the Common Property or any person in or around the Building. Without limiting the generality of this requirement, Owners and Occupiers must not:

- (a) allow any unknown guest(s) to enter the Building; or
- (b) allow anyone access to the foyer or car park if they have not used normal security procedures to enter.

4.3 USE OF LIFT

- (a) Smoking is not permitted in the lift, if any.
- (b) The lift, if any, must be used in an orderly manner, and only in the manner for which it is designed.
- (c) If the lift stops between floors Owners and Occupiers must follow the instructions on the emergency telephone in the lift, if any.
- (d) The lift, if any, must not be used if a fire alarm is activated or if a fire is reported or detected. The emergency stairs must be used in these circumstances.

4.4 MOVING INTO AND VACATING THE BUILDING

- (a) The moving of all furniture and goods in and out of the Building must be made by arrangement with Building Management. The Owner or Occupier will be liable for any damage caused to the Common Property by the moving or transportation of the furniture and goods of the Owner (or of the Occupier of the Owner's Lot) in and around the Building. Building Management may, in its discretion, require a surety to be paid prior to moving. Any damage caused as a result of the move will be deducted from the surety or will be paid for by the relevant Owner. The Owner shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage.
- (b) A minimum of three (3) days notice before the move must be provided to Building Management.
- (c) Building Management will advise which lift, if any, is to be used for the move and will arrange for protective covers to be installed in the lift.
- (d) The moving in or out of furniture and goods is only permitted between 9:30 am and 4:30 pm (Monday to Friday). All moves must be completed by 4:30 pm.
- (e) Dimensions of doors and the lift can be obtained from Building Management.
- (f) On completion of work, Owners and Occupiers are responsible for ensuring that all rubbish is cleared from Common Property.
- (g) Owners and Occupiers must ensure that all cartons and packing crates are placed in the rubbish room in the basement.
- (h) Owners and Occupiers will be held responsible for the cleanliness of Common Property and damage to lift walls and other areas. If any amount owing is not paid by the relevant Occupier within 14 days of the date of moving (and that Occupier is not the Owner of the Lot), then the Owners Corporation may recover the amount from the Owner.

Owners and Occupiers must not permit any vehicles to restrict access to the car park.

4.5 BUILDING WORKS, ALTERATIONS AND RENOVATIONS

- (a) An Owner must obtain the approval of the Owners Corporation prior to any Building Works occurring at the Owner's Lot. The Owner must apply in writing to the Owners Corporation Manager for approval and provide details of the Building Works (including plans and specifications) and a detailed works schedule, including the time required to carry out the Building Works, the anticipated commencement and completion dates, together with copies of all permits, approvals and consents required under all relevant laws.
- (b) The Owners Corporation Manager may, if it considers it necessary or desirable, engage a consultant to review the proposed Building Works and the Owner is responsible for any cost associated with engaging a consultant to advise on the proposed Building Works. The Owners Corporation Manager may also request any further information from the Owner in relation to the Building Works. The Building Works must not commence without the Owners Corporation Manager's written approval. The Owners Corporation Manager may in its absolute discretion either reject the application or approve the Building Works (with or without conditions). Building works must be commensurate with the overall quality of the Building.
- (c) The Owners Corporation Manager must also be provided with a copy of the relevant builder or tradesman's insurance policy which must be in an amount determined by the Owners Corporation Manager from time-to-time in respect of any damage to property, injury to persons, consequential (related or subsequent) damage, fidelity guarantee etc, and Workcover registration details.
- (d) If the Owners Corporation Manager approves the Building Works, the Owner must provide a security deposit determined by the Owners Corporation Manager before the Building Works commence. This security deposit will be used to repair any damage caused to any of the Common Property.
- (e) The deposit will be returned immediately after the Building Works have been completed and the Owners Corporation Manager has verified that no damage has occurred.
- (f) Only registered and qualified trades people are to be engaged. The Owner must ensure that all contractors engaged to perform work agree to be bound by these Rules and to comply with the reasonable directions of the Owners Corporation Manager in relation to the conduct of the Building Works.
- (g) Structural walls, floors or ceilings of Lots or the Building must not be penetrated or breached, or the structural integrity of a Lot, Common Property or the Building impaired.
- (h) No Building Works may be undertaken on weekends or public holidays and Building Works cannot commence before 8.30 am or continue beyond 4.30 pm, although tools and materials may be brought on site from 8.00 am and taken offsite up to 5:00 pm.
- (i) Building Management will advise which lift, if any, is to be used for the transport of materials and debris, and only whilst fitted with protective coverings (floors and walls). Three (3) days prior notice must be given to Building Management.
- (j) No materials or debris may be left or stored on and / or in the Common Property, the Building surrounds, or streets.
- (k) If necessary, the hallway and lift lobbies must be cleaned daily at the Owner's expense.
- (I) If materials need to be moved into and out of Lots, then passages, lobbies, the lift and other Common Property must have protective coverings fitted at the Owner's expense. These coverings must be removed and stored at the end of the day.

- (m) The Owner must immediately make good all damage to and dirtying of the Building, the Common Property and the services which are caused by such Building Works. The Owner indemnifies and agrees to keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.
- (n) Any alterations or additional fixtures (other than privately owned fittings including curtains, blinds, light fittings and electrical fittings / appliances which are not built into the Lot) having a value in excess of \$5,000 should be recorded with the Owners Corporation Manager who will ensure that the Building Insurance is updated to include these alterations or additions.
- (o) All Building Works must be undertaken so as to minimise any Nuisance to other Occupiers.

4.6 **MAIL**

Owners and Occupiers must:

- (a) clear their mail boxes daily;
- (b) must not have any newspaper delivered or arrange for delivery of any newspaper unless such delivery is approved by the Owner's Corporation Manager in a location approved by the Owners Corporation Manager;
- (c) not adhere any "No Junk Mail" signs or words to that effect unless it is in a form approved by the Owners Corporation Manager.

5. SERVICES

The Owners Corporation Committee or Owners Corporation Manager may issue guidelines (and amend them from time to time) in relation to the use of any facilities under the Owners Corporation's control within the Building (including without limitation the facilities referred to in these Rules). Occupiers must follow any guidelines that are issued by either the Owners Corporation Committee or Owners Corporation Manager.

5.1 CAR PARKS

- (a) Owners and Occupiers only have access to the car parking spaces that are allocated to a Lot.
- (b) Car parking spaces allocated to a Lot form part of that Lot exclusively. Owners and Occupiers may only park vehicles within the car parking spaces allocated to their specific Lot. Car parking spaces may only be used for the purpose of parking one vehicle per car space and then only in such a manner as may be fair and reasonable to other Owners and Occupiers. A motorcycle is considered a vehicle under this section.
- (c) Tradesmen are not permitted to park in the car parking areas. An Owner or Occupier may allow guests to occupy a car parking space which they are entitled to use, only if the guest is accompanied at all times to and from the car parking space by the Owner or Occupier.
- (d) A Lot's unused car parking spaces may be leased or licensed to another Owner or Occupier of the Building (and with the consent of the Owners Corporation Manager), to an Owner or Occupier of any residence constructed on a Lot on the Plan and the lease/licence must terminate on or before the lessee/licensee vacating the Lot.
- (e) Drivers must comply with all directional and speed limit signs in and around the car park.
- (f) Drivers must exercise due care while driving in and around the car park so as not to cause danger or concern to any person or to property.
- (g) Owners and Occupiers must keep their car parking space in a clean and tidy condition and must not litter the car park.

- (h) Drivers must not do or permit anything to be done which will cause Nuisance or disturbance to Owners and Occupiers.
- (i) The Owners Corporation is not responsible for:
 - (i) any damage to a vehicle while inside the car park or while entering or leaving the car park; or
 - (ii) the theft of any vehicle or of any item within any vehicle parked in the car park.
- (j) Vehicles are at the sole risk of the Owner and Occupier.
- (k) Drivers must ensure that their vehicles do not leak oil or leave any mud or other residue on the floor or walls of the Building. A clean-up fee will be charged to an Owner or Occupier (as the case may be) if the Owners Corporation has to clean up after a vehicle.
- (I) Owners and Occupiers may only wash and clean their cars outside the car park.
- (m) A car parking space may not be further enclosed, fenced, caged in or walled off in any way.

5.2 BICYCLES

- (a) The riding of bicycles, skateboards, roller blades etc is not permitted on Common Property. Bicycles may be ridden in the driveway of the Building for the purpose of arriving and/or departing from the Building precinct. Liability rests with the rider.
- (b) Bicycles must not be brought into the foyer, lifts or stairwells of the Building and must only be stored in the areas of the Common Property that are designated by the Owners Corporation for this purpose and the provisions of Rule 3.3(h)(iv) and (v) apply to Bicycles.

5.3 SERVICE CUPBOARD

Cupboards containing services such as water, meters, electrical distribution boards etc are located in the passageway on each level of the Building. Goods of any description are not to be stored in these cupboards because this may contravene fire regulations and the conditions of the Owners Corporation insurance policies.

5.4 PRIVATE STORAGE

- (a) Every Lot has an allocated storage facility.
- (b) Owners and Occupiers must not, except with the prior written consent of Building Management and then at their own risk, use or store in a Lot, on a parking lot, a storage cupboard or on Common Property any flammable chemical, liquid, gas or other flammable material other than a reasonable volume of normal domestic products and which must be able to be used in connection with the permitted use of a Lot.

5.5 SUPPORT AND PROVISION OF SERVICES

- (a) Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation Manager, Owners and Occupiers must not do anything or permit anything to be done on or in relation to their Lot or the Common Property so that:
 - (i) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
 - the structural and functional integrity of any part of the Lot or Common Property is impaired; or
 - (iii) the passage or provision of services through the Lot or the Common Property is interfered with.



- (b) Owners and Occupiers must not install a safe or any item in excess of 100kg in a Lot without the written consent of Building Management and as part of the application for consent submitting to the Owners Corporation Manager a structural engineering report in respect of the proposed installation.
- Owners acknowledge and agree that the Owners Corporation may share amongst its members the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning the Common Property or the Lots. Where Lots or the Common Property are not separately metered in relation to any service, including without limitation, gas, electricity and/or water, Building caretaking, cleaning and maintenance services then the Owner shall pay a share of the relevant costs of that service provided that the Owner's share is calculated by one of the following methods as determined by the Owners Corporation Manager:
 - (i) a proportional rate by dividing unit liability of that Lot by the total unit liability of all Lots serviced jointly; or
 - (ii) a share of the cost of the service or charge which the Owners Corporation Manager (acting reasonably) considers to be fair and equitable in the circumstances.

6. POLICIES

6.1 NO ANIMALS

No animals or pets are permitted in Lots.

6.2 RUBBISH

- (a) Only the Owners and Occupiers are entitled to use and have access to the bin holding rooms.
- (b) All rubbish must be disposed of in secure wrapping by taking it to the rubbish room on the ground floor or any other receptacle or place advised by the Owners Corporation. Under no circumstances is rubbish to be left anywhere in the Common Property.
- (c) Cardboard cartons and rubbish must not be left on a Lot or Common Property by tradesmen. This type of rubbish must be removed by the trades or service people and must not be left in any Common Property.

6.3 **APPEARANCE**

Without limiting any other of these Rules, Owners and Occupiers must not:

- (a) without prior written consent of Building Management keep anything inside a Lot that is visible from outside the Lot and that when viewed from outside is not in keeping with the rest of the Building;
- 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 Building Management;
- operate or permit to be operated on a Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property or in another lot:
- (d) without the prior written consent of the Building Management attach or hang from the exterior of a Lot or to any Common Property any aerial or any security device or wires;
- (e) allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;

- 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;
- (g) install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation Manager;
- (h) install any pipes, wiring, cables or the like to the external face of the Building;
- (i) place any washing, towel or other article on a Lot in such a way so as to be visible from the Common Property, another Lot or outside the Building;
- (j) paint, finish or otherwise alter the external façade of the Building or any improvement forming part of the Common Property;
- install or permit the installation of any awnings, screens, other than as approved by the Owners Corporation Manager;
- (l) hang any curtains or drapes visible from outside the Building unless the side of those curtains or drapes visible from outside is lined in tones approved by Building Management or such other sample fabrics provided by Building Management for that purpose;
- (m) hang or install vertical blinds;
- allow the erection of any for sale or for lease or licence or sub-lease boards or signs of any description on the Common Property or which are visible from the outside of a Lot without the consent of the Owners Corporation Manager; or
- (o) allow the windows, screens or awnings forming part of a Lot to become unsightly, and must regularly clean the interior and exterior of those windows and replace or remove worn, faded or damaged screens, or awnings.

6.4 BALCONIES AND TERRACES

- (a) Owners and Occupiers must not:
 - place, display or hang any chattel or item (including but not limited to any item of clothing, washing, carpets, rugs, or any wind chimes or fairy lights and the like) on or from a balcony or terrace; or
 - (ii) allow any balcony to become unkempt or overgrown or unsightly.
- (b) Owners and Occupiers must not construct any shed, enclosure or structure of any nature on a balcony or terrace of the Building.
- (c) Any item that is permitted to be on a balcony, window or terrace of the Building must be secured so that it cannot be dislodged during high winds.

6.5 CARRYING-ON BUSINESS

Owners and Occupiers must not without the written consent of Building Management use their Lot or any part of the Common Property for any trade or business nor permit others to do so unless the Lot will be primarily used as a residence and:

- (a) in the absolute discretion of Building Management, the trade or business can be carried on and is carried on without causing undue Nuisance to other Owners or Occupiers;
- (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with;

- (c) the planning scheme governing the use of that lot permits the trade or business to be carried on from that Lot; and
- (d) the use or the type of trade or business has been approved by the Owners Corporation Manager.

6.6 NOTIFICATION OF DEFECTS

Owners and Occupiers must notify Building Management as soon as they become aware of any damage to or defect in:

- (a) the Common Property or any personal property of the Owners Corporation; or
- (b) any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or services.

7. USE AND BEHAVIOUR

7.1 NOISE

- (a) Noise or vibration must not be audible or perceptible outside a Lot.
- (b) Generally, noise levels from a Lot must not interfere with the peaceful enjoyment of others in the Building, including those lawfully using the Common Property.
- (c) Owners and Occupiers must not make or permit to be made any unreasonable level of noise in or about the Common Property.
- (d) Music, other than that played on a personal listening device, is not to be played in any Common Property.
- (e) Owners and Occupiers must not install any equipment or devices in a Lot which create vibrations that travel into another Lot or Common Property and which cause Nuisance without the approval of the Building Management.

7.2 OFFENSIVE BEHAVIOUR

When on Common Property or on or in any part of their Lot so as to be visible from another Lot or from Common Property or from any property external to the Building, Owners and Occupiers and their guests must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Owners or Occupiers or to any person lawfully using Common Property.

7.3 USE OF COMMON PROPERTY AND LOT

Owners and Occupiers must not:

- (a) obstruct the lawful use of Common Property by any person;
- (b) permit persons under their control to consume alcohol, illegal substances or take glassware onto Common Property except where it is permitted in the designated alcohol service areas;
- dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over terraces or balconies in the Building or in Common Property;
- (d) smoke on or in Common Property;
- (e) without the written authority of the Owners Corporation or the Building Management, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property;

- (f) without the prior written consent of Building Management, 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;
- (g) modify any air conditioning, heating ventilation system or associated ducting without the prior written consent of the Owners Corporation Manager;
- (h) enter any plant room without the consent of Building Management;
- (i) modify any intercom, television aerial or communication system (except telephone connections) without the prior written consent of the Owners Corporation Manager;
- (j) replace any floor coverings which will create undue noise to adjoining Occupiers;
- (k) 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 from time-to-time;
- (l) interfere with or obstruct the Building Management from performing its duties;
- (m) use a Lot, Common Property or common facilities for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a Nuisance or hazard to any other Owners or Occupiers or their guests;
- (n) use the Common Property or the common facilities or permit the Common Property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent their use by other Owners or Occupiers or their guests;
- (o) use the water closets, conveniences and other water apparatus including waste pipes and drains for any other purpose than for which it is designed. The costs and expenses associated with rectifying any damage or blockage shall be borne by the Owner of the Lot determined by Building Management to be responsible for the damage or blockage; or
- (p) 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 in any place other than in parking areas specified for such purpose by the Owners Corporation.

7.4 OUTDOOR ENTERTAINMENT AREA

- (a) Only the Owners and Occupiers are entitled to use and have access to the outdoor entertainment area located in the Common Property.
- (b) The Owners Corporation Manager and/or the Owners Corporation Committee may resolve to make rules regulating the use and operation of the outdoor entertainment area.

7.5 DAMAGE TO AND CLEANLINESS

- (a) The Building has a cleaner to clean and maintain all Common Property except those common areas which an Occupier uses exclusively.
- (b) Owners and Occupiers must promptly notify Building Management if they become aware of any damage to or uncleanliness of common areas, or the Common Property.
- (c) Cans, bottles and similar rubbish must not be left in Common Property. If Common Property must be cleaned by Building Management after use by an Owner or an Occupier or their guests, a cleaning fee may be charged by the Owners Corporation to the relevant Owner or Occupier.
- (d) Owners and Occupiers must not mark, paint or otherwise damage or deface any part of the Common Property.



7.6 MAINTENANCE

Owners and Occupiers must:

- keep and maintain at the Owners' and Occupiers' cost their Lot in a reasonable condition including maintaining any garden beds; and
- (b) ensure that all landscaping or planting must occur in elevated planter boxes, placed on top of the existing structure.

8. INSURANCE

- (a) The Owners Corporation has a property insurance policy and a public liability insurance policy which cover Owners Corporation property but which, regardless of how the damage occurred, do not extend to cover any damage to privately owned fittings, including curtains, blinds, light fittings, carpets and electrical fittings and appliances which are not built into the Lot and which can be removed.
- (b) The public liability policy does not extend to cover the interior of any Lot and/or balcony or terrace of the Building.
- (c) Owners and Occupiers should arrange a contents insurance policy to include their own property. Owners and Occupiers who do not occupy their Lot should arrange a landlord's insurance policy which includes public liability cover to protect their investment.
- (d) If any Owner or Occupier causes damage to any Lot, other than their own, they may be responsible for the cost of reinstatement.
- (e) The details of any potential insurance claim must be forwarded to the Owners Corporation Manager immediately. If necessary, the Owners Corporation Manager will request the Owners Corporation's Insurer to handle the claim.
- (f) Any queries relating to insurance cover or claims should be directed to the Owners Corporation Manager.
- (g) An Owner or Occupier must not do or permit to be done anything that may invalidate, suspend or increase the premium for any insurance policy obtained by the Owners Corporation.

9. LEASED LOTS (OCCUPANCY BY NON-OWNERS)

To ensure that the living standards, safety and security of the Building are maintained by and for all residents, these Rules, in addition to all others, shall apply in regard to leasing (renting) or occupancy of Lots by non-owners:

- (a) An Owner may not lease, licence or grant any other occupancy rights to an Occupier of a Lot for a term of less than six (6) months. An Owner must first obtain the approval of the Owners Corporation Manager to that occupancy, which consent will not be unreasonably withheld.
- (b) An Owner must exercise a high degree of caution and responsibility in making a Proximity Device available for use by an Occupier of a Lot, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Proximity Device to the Owner upon expiry of the Occupier's lease or licence.
- (c) Without evidence of a written authority signed by the relevant Owner or the Owner's agent, Building Management may prevent personal access and entry (or exit) of goods by nonowners.

- (d) In order to maintain currency of occupancy records, Owners or the Owner's agent, must notify Building Management in advance of:
 - (i) details of new leaseholders or other changes of occupancy; and
 - (ii) details of the expected term of each occupancy.
- (e) An Owner of a Lot, which is subject to a lease or licence must procure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or licence agreement. An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee.

10. COMPLIANCE AND OWNERS CORPORATION FEES

- 10.1 Owners and Occupiers must ensure that their guests comply with these Rules.
- Any Owner of a Lot which is the subject of a lease or licence must take all reasonable steps, including any action available under the lease or licence, to ensure that any lessee or licensee and any guests of that lessee or licensee complies with these Rules.
- Owners and Occupiers must at their own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- Owners and Occupiers must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- Any breach of a Rule or regulation will entitle the Owners Corporation to issue proceedings and / or impose such fine or penalty as they deem appropriate from time to time as is advised to Owners and Occupiers.
- An Owner shall on demand compensate the Owners Corporation in full in respect of any damage to the Common Property or property of the Owners Corporation caused by that Owner or the Owner's tenants, licensees or guests.
- An Owner shall on demand pay all costs including legal costs of the Owners Corporation on a solicitor and own client indemnity basis incurred by the Owners Corporation as a result of any breach of any Rule.
- Owners (jointly and severally) and Occupiers indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and/or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Owner, Occupier, or the Owner's lessee or licensee (or any of their agents, contractors, workers and guests) of these Rules. The indemnity or release will not merge or terminate as a result of an Owner not owning any particular Lot anymore or an Occupier not occupying any Lot anymore.
- The Owners Corporation will in addition to any legal proceeding be able to charge a member penalty interest on outstanding levies or other charges that is no more than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*.



OC027919N 29/09/2015 \$59.80 OCR

10.10 OWNERS CORPORATION FEES

- (a) The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid in advance by each Owner according to their unit liability on or before the due date.
- (b) 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.
- (c) If any fees remain outstanding after the date specified for their payment, the Owners Corporation may charge interest on such fees at the rate set by the *Penalty Interest Rates Act 1983*.

11. OWNERS CORPORATION ACCESS TO LOTS

- Subject to the requirements of the *Residential Tenancies Act 1997*, where applicable, 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, the Owners Corporation Manager or the Owners Corporation Committee and its 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 Owner in cases where such leakage or defect is due to any act or default of the said Owner or the Owner's guests). The Owners Corporation Committee, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to Owners and Occupiers as is reasonable in the circumstances.
- Subject to the requirements of the *Residential Tenancies Act 1997*, where applicable, Owners and Occupiers must immediately, in the case of an emergency or otherwise on seven (7) days notice, provide unconditional access to their Lot for the purposes of repairs and maintenance of the Building.
- Owners and Occupiers of Lots are responsible for regularly cleaning the internal and external windows that form part of their Lot. Despite this, the Owners Corporation Manager may, in the interests of maintaining high standards at the Building, at any time engage a window cleaner to clean all or any of the external windows of the Building (whether part of a Lot or Common Property). Owners and Occupiers agree to provide access to their Lot for this purpose.
- If access is not provided pursuant to this rule 11, on a further written notice being provided Building Management may obtain access without liability and obtaining such access for the purposes of this clause is not a trespass nor does it give arise to any civil action.

12. SPECIAL RULES FOR THE DEVELOPER

12.1 SPECIAL RIGHTS FOR THE DEVELOPER

Nothing in these Rules will prevent or hinder the Developer, provided it acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation, from undertaking construction of improvements in or to the Lots and Common Property.

Nothing in these Rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:-

- (a) use any Lot as a display lot to assist in the marketing and sale of other Lots:
- place anywhere on the Common Property signs and other materials relating to the sale or lease of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale of an Lot:

- (d) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots; or
- (e) use in any way it considers necessary any part of the Common Property to facilitate the construction of works required to complete the Building.

12.2 CONSENT

Every Occupier and Owner hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule 12 without any prevention or hindrance of such Occupier and Owner.

12.3 OWNERS CORPORATION'S OBLIGATIONS

The Owners Corporation must:

- (a) do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the Lots and Common Property by the Developer and sale by the Developer of Lots. Without limitation the Owners Corporation must for those purposes sign all necessary consents to permits required by the Developer and must close off from access by Owners and Occupiers parts of the Common Property when it is necessary to do so; and
- (b) implement the Environmental Management Plan produced by Connolly Environmental dated 19 May 2015 Revision 02 as endorsed by Douglas Partners dated 20 May 2015.

13. DISPUTE RESOLUTION

- 13.1 The grievance procedure set out in this rule applies to disputes involving an Owner, Occupier, the Owners Corporation, or the Owners Corporation Manager.
- 13.2 The party making the complaint must prepare a written statement in the approved form.
- 13.3 The Owners Corporation Committee must be notified of the dispute by the complainant.
- 13.4 The parties to the dispute must meet and discuss the matter in dispute, along with Owners Corporation Committee, within 14 working days after the dispute comes to the attention of all the parties.
- 13.5 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 13.6 A party to the dispute may be required, at the determination of the Owners Corporation (acting reasonably), to pay some or all the costs incurred by the Owners Corporation including the costs payable to the Owners Corporation Manager but excluding the person time cost of any person acting in an honorary capacity including a committee member of the Owners Corporation. The costs and expenses so determined shall be due and payable as a debt due by the party to the Owners Corporation.
- 13.7 If the dispute is not resolved, the Owners Corporation Committee must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- 13.8 This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

14. DANGER

14.1 If an occupier or proprietor is aware of a risk or a danger (including, hazards, bomb threats, a fire or a riot) in the building or the lot, the occupier or proprietor must advise the proprietor or owners corporation immediately.

- 14.2 If there is, or could be, anything that is a risk or a danger to the building or people in it (such as a bomb threat, a fire or a riot) the occupier or proprietor must obey the instructions of the police or the fire brigade or other emergency authority including leaving the lot or common property. The occupier or proprietor must not re-enter the lot, common property or building unless the proprietor, owners corporation or the police or fire brigade or other appropriate authority tells the occupier or proprietor it is safe to do so.
- No owner or occupier or the owners corporation shall extract or use groundwater for the purposes of:
 - (a) irrigation or stock watering or
 - (b) filling swimming pools or spas, or for other primary contact recreational uses.

15. INTERPRETATION

15.1 **DEFINITIONS**

The following words have these meanings in these Rules:

- (c) "Building" means the buildings constructed on the Land;
- (d) "Building Management" means the person or entity (which may be a related party of the Developer or the Owners Corporation Manager) engaged by the Owners Corporation Manager to provide efficient operation of the Building and to maintain security of the Building;
- (e) "Building Works" means any work that involves penetrating or breaching the walls, floor or ceilings between Lots or within a Lot or modifying the internal layout of Lots from their original configuration or that will or may compromise the structural integrity of a Lot or the Common Property;
- (f) "Common Property" means the area identified as Common Property on the Plan;
- (g) "Developer" means D Well Living Pty Ltd ACN 162 055 183, its personnel and all persons authorised by it including without limitation any of the Developer's Mortgagee;
- (h) "Developer's Mortgagee" means any person or corporation who has taken from the Developer a mortgage or charge over any lot and each of the successor's in title to those persons or corporations;
- (i) "Lot" means a Lot on the Plan:
- (j) "Land" means all the land in the Plan;
- (k) "Nuisance" means a use of property or a course of conduct which Building Management in its absolute discretion considers is or may be an annoyance, disturbance or inconvenience to another Occupier or an interference with the enjoyment of the Common Property or a Lot by an Occupier;
- (I) "Occupier" means any person occupying or in possession of a Lot and may include an Owner;
- (m) "Owner" means the owner of a Lot who is a member of the Owners Corporation;
- (n) "Owners Corporation" means Owners Corporation No.1 on Plan of Subdivision PS722964H;
- (o) "Owners Corporation Committee" means the Committee elected by the members of the Owners Corporation in accordance with the Owners Corporation Regulations;
- (p) "Owners Corporation Manager" means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation:
- (q) "Owners Corporation Regulations" means the regulations under the Owners Corporations Regulations 2007 and any amendment to or replacement of those regulations in force from time to time;
- (r) "Plan" means the Plan of Subdivision PS722964H;
- (s) "Proximity Device" means key, a card, magnetic card, access code and key pad or other device used to open and close doors, gates, locks in respect to a lot or Common Property;
- (t) "Rules" means the rules for the Owners Corporation as set out in this document.

OC027919N
29/09/2015 \$59.80 OCR

15.2 GENERAL

- (a) Where these Rules require or provide for the Owners Corporation Manager, the Owners Corporation Committee or Building Management to do something it means that the Owners Corporation Manager, the Owners Corporation Committee or Building Management (as the case may be) has been duly appointed and is acting under the delegated authority of the Owners Corporation to do the relevant act or thing or provide the relevant approval.
- (b) Where in these Rules it refers to Owners Corporation, it may be the case that the Owners Corporation has duly appointed and delegated to the Owners Corporation Manager or Owners Corporation Committee (as the case may be) the power and authority required to do the relevant act or thing referred to in the Rules.