

CHEVRON

Residents Manual
Including the
Owners Corporation Rules
for Owners Corporations 1 & 2
and
Fire & Emergency Procedures



PLAN OF SUBDIVISION No. PS 526704E

Corner Commercial & St Kilda Roads
Melbourne Victoria 3004 Australia



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I n t r o d u c t i o n

Welcome to **Chevron** - we hope you enjoy living here.

This information booklet has been prepared by the Chevron Committee of Management to assist everyone with the daily requirements of living within the complex and to provide you with useful information about how the building operates.

Should you be renting your apartment to a tenant, we ask that you make sure your tenant receives a copy.

Please take the time to read through the information provided, as it will assist in providing a harmonious environment for everyone to live in. If you should have any questions or queries after reading the information provided, please contact your Strata Manager or Building Manager.

Living in an Owners Corporation

For the duration of your time at **Chevron** you will be living within an Owners Corporation, or two to be precise.

Chevron has two Owners Corporations ("OC1" & "OC2"). OC1 is responsible for the Common Property used by both the Residents and the Retailers at Chevron – this includes the Car Park and the fire sprinkler systems for example. OC2 is responsible for the Common Property utilised by the Residents alone – this includes the corridors and foyer, the elevators and the gym and pool, among others.

Owners Corporations

An Owners Corporation is created when a plan of subdivision, plan of strata or cluster subdivision is registered. An Owners Corporation is the incorporated body of all owners of a particular strata development.

The Owners Corporation's responsibilities include:

- ❑ Managing and administering the common property.
- ❑ Repairing and maintaining:
 - Common Property
 - The Chattels, fixtures, fittings and services related to the Common Property or its enjoyment.
 - Equipment and services for which an easement or right exists for the benefit of the land affected by the owners corporation or which are otherwise for the benefit of all or some of the land affected by the Owners Corporation.
- ❑ Taking out, maintaining and paying premiums on insurance as required.
- ❑ Keeping an Owners Corporation Register.
- ❑ Providing Owners Corporation Certificates in accordance with the Owners Corporations Act 2006.
- ❑ Carry out any other function conferred by the Owners Corporations Act 2006.
- ❑ The appointment of a Manager.

The Financial Year for **Chevron** runs from the 1st August to the 31st July. As a member of both Owners Corporations, an owner will receive quarterly Fee Notices from each. Fees and Levies for Chevron are due and payable on:

1st August, 1st November, 1st February and 1st May.

Levies are a contribution towards the maintenance, upkeep and replacement of items within Common Property.

The amount paid is based on the Lot liability allocated to the lots owned within the Common Property. The Lot Liability is calculated by the planning surveyors and is a registered component of the Plan of Subdivision.

The Chevron Committees

The Chevron Committees of Management are elected at the Annual General Meeting and consist of a committee or board of members (owners) of each Owners Corporation.

The Committees of Management are responsible for the operation of the Owners Corporations. The Committee Members generally serve on both Committees but the meetings and other processes are combined. Any reference in this Manual to 'Committee' in the singular, should be taken to include both Committees.

The Committee of Management is obliged to provide a report of its activities at each Annual General Meeting.

In accordance with the Owners Corporations Act 2006, the Committee of Management has all the powers and functions of the Owners Corporation, unless otherwise directed at an Annual General Meeting.

Owners Corporation Management

The Committee of Management appoints a Manager (the Strata, or Owners Corporation, Manager) to assist it in running Chevron.

The Strata Manager is responsible for:

- ❑ Overseeing the performance and functions of the Building Manager
- ❑ Ensuring the building complies with the requisite Insurance requirements (i.e Building Insurance, Public Liability Cover etc)
- ❑ Owners Corporation Levy Invoicing and Receipting of payments received.
- ❑ Payment of Accounts Payable.
- ❑ Maintaining the Owners Corporation Records.
- ❑ Ensuring Common Property areas are properly maintained.
- ❑ Ensuring Owners Corporation Rules and Regulations are adhered to.
- ❑ Preparation of the Annual Budgets
- ❑ Arranging and attending Owners Corporation Meetings as required.
- ❑ Distributing Minutes of Meetings and other information as directed by the Committee of Management to all members.

The Strata Manager is required to provide a report of their activities at each Annual General Meeting.

Building Manager

Chevron has appointed a Building Manager to help assist with the daily functions and maintenance on site.

Your Building Manager is responsible for:

- ❑ Ensuring the Owners Corporation Rules and Regulations are adhered to by residents
- ❑ Assisting the Strata Manager
- ❑ Ensuring that Contractors perform their duties whilst on site.
- ❑ Ensuring the Common Property is properly maintained and reporting any items requiring attention to the Strata Manager
- ❑ Providing first class service to all residents as per the requirements and instructions of the Owners Corporation.

Your Building Manager can be contacted after hours, for Building Emergencies only, (e.g Fire, Security Breaches, Failure of Essential Equipment affecting the Common Property).

Should you lock yourself out of your apartment, you will need to contact a locksmith. The Building Manager does not have a key to enable access to your apartment.

Tenancy Managing Agents

Those owners who have decided not to live within their investment will have, in most circumstances, appointed a Tenancy Managing Agent.

A Managing Agent is responsible for;

- ❑ Procuring Tenants
- ❑ Preparation of Lease Documents
- ❑ Rent Collection
- ❑ Ensuring that the Tenant adheres to the Rules and Regulations of the Owners Corporation.
- ❑ Ensuring that items within the apartment are properly maintained.
- ❑ Ensuring that costs incurred for damage or false fire alarms caused by the tenant or their guests are recovered from the tenant responsible.

Duties and Rights of Lot Owners

An owner of a lot within Chevron is responsible for:

- ❑ Ensuring they (and any occupier of the property (i.e. tenant, family member or guest) adhere to the Rules and Regulations of the Owners Corporation.
- ❑ Ensuring the property is properly maintained and in a state of good and serviceable repair.
- ❑ Maintaining any service that serves the lot(s) exclusively.
- ❑ Ensuring common property is not used, neglected or permitted to be used or neglected in a manner, which is likely to cause damage or deterioration to the common property.
- ❑ Ensuring the Owners Corporation is notified of any application for a building permit or planning permit or the certification of a plan of subdivision affecting the lot.
- ❑ Ensuring a copy of the Rules and Regulations of the Owners Corporation is made available to any tenant or occupier of the lot.

Duties and Rights of Tenants

Tenants at Chevron have many of the same duties and responsibilities of those who own and live here.

Tenants are required to:

- ❑ Adhere to the Rules and Regulations of the Owners Corporation (if they have not received a copy of the Rules and Regulations, they should contact their managing agent). This includes adhering to the hours of use for the Gym/Pool facilities and the requirements for moving into and moving out of the property.
- ❑ Comply with the Owners Corporations Act 2006 and corresponding Regulations.
- ❑ Not use or neglect the common property or permit it to be used or neglected in a manner that is likely to cause damage or deterioration to the common property.
- ❑ Report any items of concern to the apartment's managing agent.

Guidelines for Residents Moving in or Vacating

Moving in – Contacts and Times:

Upon confirmation of an owner's settlement or signing of a lease, intending residents must contact the Building Manager, on the following numbers to arrange a booking time for their move in.

Office Phone: +61 3 9533 2192, Office Fax: +61 3 9533 2195,
or Email: manager@chevronapartments.com.au

- Moves, in or out, can be arranged between the hours of 8.00am to Midday and Midday – 4.00pm Monday to Friday. Moves must be completed by 4.00pm. Moves are not permitted on Saturdays, Sundays or Public Holidays. Please note: residents will not be permitted to move into or out of an apartment unless a booking has been made.
- Please advise the removalist of time constraints and make every effort to be on time so we can ensure the moves occur with minimal hold up.
- Chevron Apartments: Moves will occur from St Kilda Road via the foyer located near the corner of St Kilda and Commercial Roads. It may be possible to arrange a Permit with the City of Melbourne to park the removalist vehicle in St Kilda Road close to the entrance foyer. Please call the Building Manager for details. Only moves to or from ground floor apartments are permitted through the Commercial Road foyer.
- Chevron Green Apartments: There are two Loading Bay Docks available on Alfred Lane to facilitate moves. Bay 1 is able to accommodate vehicles up to 6.0 meters long and 4.5 meters high. Bay 2 is only able to accommodate vehicles up to 6.00 meters long and 2.8 meters high. Each bay is approximately 3.3 meters wide.

Residents moving into the Western Tower may be able to arrange a permit from the Melbourne City Council to park their removal vehicles in St Kilda Road close to the St Kilda Road gate. Please call the Building Manager for details.

Removalist Access

Intending Movers must advise the Building Manager of the name of the Removalist delivering or removing the goods. The Building Manager will explain access details and arrange parking for the Removalist.

It is recommended that the Removalist take some care and check the premises out prior to the move, so they can best advise how the move will take place and provide the most accurate quotation.

Removalist Insurance

The Removalist must provide the Building Manager with a copy of a Certificate of Currency for their Public Liability Insurance Policy prior to the move. If the Removalist does not provide these details, they will not be permitted on site.

Signing an Indemnity Form

The removalist and the intending resident must sign an indemnity form. Should the removalist or the resident refuse to sign the Indemnity Form, they will not be allowed to commence the move. For further information please contact the Building Manager.

Carriers and Tradespeople

Notify all carriers and tradespeople that they must contact the Building Manager prior to arrival on site.

Lifts

The Building Manager will lock off a lift to facilitate loading and unloading of furniture etc. to and from the lift. Once the move is complete, the Building Manager will unlock the lift so that all residents may use it.

Furniture and goods must not be stacked or placed against the lift doors in order to keep them open.

Protective Covers in Lifts and on Floors

Furniture may only be moved into the building once the protective covers have been fitted to the lifts and floors in common areas. Protective covers must be arranged through the Building Manager.

Timing

Ensure moving of goods to and from the lift as quickly as possible. Goods are not to be stacked / stored in any thoroughfare or foyer. Trolleys are not to be stacked in any foyer and thus should be wheeled directly from the Vehicle through the lobby into the lift and then into the apartment.

Packaging and Boxes

Removalists must be encouraged to take cardboard boxes and packaging away with them. Should this not be done, residents should carefully follow the instructions for waste disposal for polystyrene, plastic, paper and boxes.

Inspection on Moving in or Vacating

The Building Manager will inspect the lifts, foyers and common areas for any damage, which will be noted on the Form of Indemnity. Please note that respective resident(s) will be held responsible for damage to common property.

Tiled Floors

When moving furniture and white goods over tiled floors, the resident and/or removalist must lay, protective hard and stiff load distribution sheeting (e.g plywood) on the floor to avoid floor damage.

We advise that these guidelines are for the benefit of all residents and owners to ensure that minimum damage occurs to common property. We request residents respect these guidelines and follow them to the best of their ability.

Persons failing to book a move or who do not follow these guidelines could be requested to leave the site.

For further information on moving in or out of the building, please refer to Owners Corporation Rule no 27.

Leasing / Selling Procedures

Owners Responsibility

In accordance with Section 136 of the Owners Corporations Act 2006, it is the responsibility of the Lot Owner to provide the Occupier of the Lot with a copy of the Owners Corporation Rules at the commencement of their tenancy and a copy of any new rules as soon as possible after the new rules have been made.

Sections 128 and 136 require all Lot Owners and Occupiers of Lots to comply with the Rules of the Owners Corporation.

Estate Agent Responsibilities

For Sale, For Lease and For Auction Signs and or Boards are **NOT** permitted at **Chevron**.

Strict attention must be paid to the security of the building during inspections and auctions. A Real Estate Agent must be at the main entry and must escort each and every prospective purchaser(s)/tenant(s) through the building.

Real Estate Agents must supervise all inspections of apartments either for sale or rent. Real Estate Agents must ensure that during inspections potential purchasers do not wander around the premises unsupervised, if this occurs, your Real Estate Agent may be asked to leave the premises, as this causes a Public Liability risk to all owners.

Auctions are not permitted to be held on common property.

Agents Must:

- Inform the Owners Corporation of new owners and tenants including contact details.
- Incorporate a copy of this handbook in any lease or sale document.
- Not misrepresent the Additional Rules of the Owners Corporation or information contained in this Handbook.
- Make the appropriate arrangements with the Building Manager regarding new residents moving in or out of the building.
- Obtain all keys, proximity cards, Car Park remotes from residents at the time of vacating the premises.
- Ensure that a copy of this handbook remains in the apartment (additional copies can be obtained from the Strata Manager).
- Advise the Building Manager of any possible breach of security, i.e. lost/misplaced keys, proximity cards or Car Park remotes.

Restriction on the Number of People Residing within an Apartment

Owners should advise Tenants within their Tenancy Agreements of the acceptable number of residents allowed to occupy each apartment.

Overnight guests are to be expected from time to time, but ongoing over-crowding is not acceptable.

Building Facilities

Access to Buildings

Chevron comprises two apartment buildings;

Building 1, located at 9 Commercial Road is identified as **Chevron Apartments**.

Building 2, located at 539 St Kilda Road is identified as **Chevron Green Apartments**.

Chevron Apartments

There are two main entries to the Chevron Apartments building. The primary entry is located at 9 Commercial Road, a secondary entrance is located on St Kilda Road.

Chevron Green Apartments

There are two main entries to the Chevron Green Apartment building. Both of these entrances are accessed from 539 St Kilda Road.

The Western Entrance is for access to the Western Apartments, apartments; G02-G10, 101-109, 201-210, 301-309, 401-410, 501-509, 601-610, 701-709.

The Eastern Entrance is for access to the Southern and Eastern Apartments, apartments; G12-G30, 111-116 & 124-136, 211-231 & 237, 311-316, 327-337, 411-424, 427-431 & 437, 511-516, 524, 527-537, 611-624, 627-631 & 637, 711-716, 724, 727-734, 824, 827-831, 835-837.

Vehicle Access

Vehicle access to the car park is via Alfred Lane, just off Commercial Road. Please ask the Building Manager if you are unsure of your car park location. Do not park in another resident's car parking space – this is a breach of the Owners Corporation Rules.




Access to the car park is gained by either using your car park remote or the proximity card used to enter or exit the building.

Intercom System

Intercom units are located at the entrances to all buildings, at the garden gate located on Commercial Road, and the garden gate located at 539 St. Kilda Road. There is also an intercom located at the entrance and exit to the car park and at each lift bank in the car park on level B1.

The control panel provided for the intercom in each apartment permits access to the building via the passenger lift to that apartment's floor. After answering a call from a visitor the resident presses the upper release button on the intercom to provide access to the particular door or gate. The lower button is pressed to provide access to the apartment floor in the lift.

Visitors can contact an apartment by following the instructions below:

<p><u>Chevron</u> 9 Commercial Road</p> <p>Press:</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid blue; border-radius: 15px; padding: 5px; text-align: center;"> Apt. Number </div> <div style="border: 1px solid blue; border-radius: 15px; padding: 5px; text-align: center;">  </div> </div>	<p><u>Chevron Green</u> 539 St Kilda Road</p> <p>Press:</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid blue; border-radius: 15px; padding: 5px; text-align: center;">  </div> <div style="border: 1px solid blue; border-radius: 15px; padding: 5px; text-align: center;"> Apt. Number </div> <div style="border: 1px solid blue; border-radius: 15px; padding: 5px; text-align: center;">  </div> </div>
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We recommend exercising caution when admitting visitors and advise residents to only admit people they know or are expecting. **Do not admit strangers.**

Mail Deliveries

Each Apartment has a mailbox that is clearly labelled with the apartment number. The mailboxes are individually keyed. The Owners Corporation does not hold keys to your mailbox, therefore if you lose your keys, you will need to arrange for a locksmith to reissue you with a new key.

Chevron Apartments

Mailboxes are located at the 9 Commercial Road entry, on the east side of the lobby on the ground floor. Access can only be gained once inside the lobby, therefore access is restricted to residents.

Chevron Green Apartments

Mailboxes are located at the entrance to the East and West Lobby areas at 539 St. Kilda Road. The Western Apartment Mailboxes are located adjacent to the West Lobby on the ground floor, and the Eastern and Southern Apartment Mailboxes are located adjacent to the East Lobby on the ground floor. Access can only be provided once inside the lobby, therefore access is restricted to residents of these towers only.

The Western Entrance accesses mailboxes for apartments; G02-G10, 101-109, 201-210, 301-309, 401-410, 501-509, 601-610, 701-709.

The Eastern Entrance accesses mailboxes for apartments; G12-G30, 111-116 & 124-136, 211-231 & 237, 311-316, 327-337, 411-424, 427-431 & 437, 511-516, 524, 527-537, 611-624, 627-631 & 637, 711-716, 724, 727-734, 824, 827-831, 835-837.

Security of Residents

Maintaining Security is the shared responsibility of all residents of Chevron. It is therefore essential that extra care is taken when entering or exiting the building, you should not allow anyone to enter the building who is not known to you. Visitors should use the Intercom Systems provided and Residents should use their proximity cards provided.

External entry / exit doors must not be propped open and you should ensure they close securely behind you each time.

- Residents can access the building using the proximity card provided
- Visitors are required to contact a resident via the video intercom.

Keys

The key to your apartment is on a restricted system and will only open your apartment door.

Additional keys to your apartment can be obtained by completing the "Additional Apartment Key" order form available from the Building Manager and returning it to the Strata Manager.

Once your application has been approved by the Strata Manager, your request will be forwarded directly to Omega Corporate Security (please note that we will require proof that you either own and live in the apartment or that you are tenant prior to issuing approval for additional keys).

Please note: Payment for these keys must be made directly to Omega Corporate Security by Cheque, Money Order or Credit Card.

Proximity Cards and Car Park Remotes

For **additional** proximity cards and or Car Park Remotes please complete the "Additional Proximity Card / Car Park Remote" order form available from the Building Manager and return to the Strata Manager, with your Cheque or Money Order made payable to P.S. 526704E for the amount prescribed on the form.

Once your application has been approved by the Strata Manager, your request will be forwarded to the Building Manager who will programme your proximity cards and car park remotes and distribute to you (please note that we will require proof that you either own and live in the apartment or that you are a tenant prior to issuing approval for additional proximity cards and car park remotes).

Authorising additional Keys, Proximity Cards and Car Park Remotes

Please note that additional keys, proximity cards and car park remotes cannot be approved or provided until settlement of the apartment has occurred and the Strata Manager has been notified by the Vendor or Purchaser's Solicitor.

Additional keys, proximity cards and car park remotes cannot be approved or provided to tenants unless a signed copy of their lease is provided to the Strata Manager and attached to the application form.

Car Parking in the building

- Limited private car parking is provided for each apartment on one of the three basement car park levels. Each car parking space is clearly identified by the Apartment number. Chevron Apartments spaces also have a "C" suffix to distinguish them from the Chevron Green spaces, which have the numbers only.
- Residents must park only in their allocated parking space and must not use another car space without the permission of the respective Owner/Tenant.
- The maximum allowable height of vehicles entering the car park is 2100mm. Vehicles over this height are prohibited from entering the car park as they may cause damage to overhead duct and pipe work. Should this occur, it is the responsibility of the vehicle owner to pay for any damage, which may be incurred. If it is a visitor, tenant or contractor to a particular apartment, the liability will rest with the apartment owner.
- There are 30 visitor and 3 disabled parking spaces available in the visitor's car park, which are located on Basement Level 1.

Please note: Residents are not permitted to use the visitor car parking spaces as additional parking spaces. Visitor parking spaces are only to be used by genuine visitors to an apartment at Chevron. Cars parked in the visitor spaces for more than 48 hours will have a Notice left on the windscreen advising the driver they are breaching the Chevron Rules. Failure to then move the car from the area may result in the Owners Corporation giving Notice of the Rule Breach to the Owner of the Apartment associated with that Car. The cost of this Notice (currently \$55) will then be passed on to the Lot Owner (who may look to recover it from their tenant where applicable).

- Be aware when driving in the car park that pedestrians may be present. Please drive safely at all times and be particularly aware of the following:
 - The speed limit in the car park is 5 Km/h
 - Please be aware of pedestrians around lift lobbies and car park ramps
 - Watch for pedestrians when entering/exiting the car park
 - Turn on your vehicle headlights when in the car park so that your vehicle is more visible.
 - Always use your proximity card or car park remote when entering or exiting the car park. Only one vehicle is permitted to enter or exit the

building per swipe of the proximity card. If you fail to swipe, the car park door could end up on the bonnet or roof of your vehicle.

- Do not tailgate!
- For security do not leave your proximity card or car park remote in your vehicle.
- All vehicles enter and exit the car park entry via Alfred Lane.
- Do not leave valuables in your vehicle.

Car Washing Facilities

There are no car washing facilities on site.

Car Park Door

- The opening/closing mechanism of the Car Park door is controlled by your proximity card via proximity readers located on pillars at the entrance to, and exit from, the car park, or by activating your Car Park remote control. There is also an induction loop inside the exit door which will normally open the exit door automatically when a vehicle drives over it. Please note, some vehicles with higher than average ground clearance may not activate the loop.
- Under certain circumstances it will be necessary for the Car Park door to remain open e.g., when maintenance is being carried out.
- For your safety and that of your vehicle, do not follow other vehicles entering or exiting. You must swipe your proximity card or activate your remote control independently.
- It is not an acceptable practice to place a vehicle or item in the path of the door sensor to prevent it from closing. This practice will result in the malfunctioning of the system.

Residents must refrain from tampering with the Car Park door control box. When problems occur, contact either the Building Manager or The Strata Manager immediately.

Storage Cages/Boxes

All storage cages have been allocated and installed according to Essential Services requirements.

Additional Storage Cages or Storage devices are not permitted, without the prior written permission of the Owners Corporation.

Lifts

Lifts are activated through the use of the proximity card readers located inside the lifts.

Chevron Apartments

There are two lifts for the Chevron Apartments – one lift for the Commercial Road entry and one lift for the St. Kilda Road entry.

- The lifts in Chevron Apartments are 1440mm wide x 1410mm deep x 2400mm high. The lift doorways are 890mm wide x 2075mm high.

Please note: The apartment doorways are 2015mm high and 825mm wide.

Chevron Green Apartments

There are three pairs of lifts for Chevron Green; one pair of lifts for the Western Tower accessed from the Western Lobby and one pair of lifts for each of the Southern and Eastern Towers, both accessible from the Eastern Lobby. Access to the apartments is as follows:

The Western Apartments: G02-G10, 101-109, 201-210, 301-309, 401-410, 501-509, 601-610, 701-709.

The Eastern Apartments: G27-G28, G30, 124-136, 224-231, 324, 328-337, 424, 427-431, 437, 524, 527-537, 624, 627-631, 724, 727-734, 824, 827-831, 835-837.

The Southern Apartments: G12-G23, 111-116, 211-223, 311-316, 411-423, 511-516, 611-623, 711-716.

- The lifts in Chevron Green are 1440mm wide x 1970mm deep x 2475mm high. The lift doorways are 1000mm wide x 2100mm high.

Please note: The apartment doorways are 2015mm high and 825mm wide.

If the lift doors need to be held open for a period of time (e.g. when moving personal belongings) arrange for the lift to be 'locked off' by contacting the Building Manager on (03) 9533 2192. Such moves will need to be booked in advance with the Building Manager.

Please do not hold the lift doors open after they start to "beep". If this happens, let the doors close naturally then open them again. Holding open after they start the cautionary beep and begin to close, creates a safety risk, damages the lift computer and can cause lift failure or malfunction along with inconvenience to you and others.

In event of Fire – DO NOT USE THE LIFTS

Balconies

When using your balcony please consider the comfort of those below. Unsecured items on upper levels can be carried by wind to the lower levels. Therefore, please be aware of the following:

- Cigarette butts **must not** be discarded over the balcony or left in ashtrays on your balcony, as winds will carry them through the Development.
- When cleaning or watering plants, take care to avoid excess water flowing over the edge onto those below. Please note what might appear to be a drain on the edge of some Chevron Green apartments is in fact simply part of the façade and water passes through it.
- Air Conditioning condensate (water) must only run into the adjacent drain and must not be allowed to flow across the balcony and over the edge.
- Balconies are to be kept tidy. To minimise the likelihood of risk and damage to surrounding people or property during periods of high winds, all loose items are to be removed from balconies.
- Laundry, towels, clothing etc are not permitted on balconies.
- Alterations to balconies are not permitted without the approval of the Owners Corporation. Membranes, if disturbed, can cause leakage to apartments below and therefore all work to balconies must be clearly detailed and provided to the Owners Corporation for approval.
- Ensure furniture left out on your balcony is fastened to the balcony to prevent injury in high winds.

Building Procedures

Smoking

Chevron and Chevron Green are non-smoking buildings. This means that smoking is not permitted in any part of the common property of the buildings at any time.

'Smoke' in the building may result in the fire alarm/or sprinklers being activated and the attendance of the Metropolitan Fire Brigade.

A False Fire Alarm call in such instances can incur a fee of up to \$4,000 which will be invoiced directly to the owner and/or resident of the apartment identified as being responsible.

It is therefore in your interest to ensure that you and your guests adhere strictly to this rule.

Garbage Disposal

In Chevron Apartments there is a garbage disposal chute located off the main foyer staircase. Access is from the landings between levels 1 & 2 and levels 2 & 3.

In Chevron Green there is a garbage disposal chute located adjacent to the lifts on all levels, except the Ground Level of the Eastern Tower. Apartments on this level in the Eastern tower will need to access the chute in the Southern Tower.

Please ensure that your household rubbish is in small, thick and properly sealed plastic bags prior to placing the rubbish in the chute, preventing spillage and odours escaping. It is a long way down to the bin carousel and the rubbish can break out of the garbage bags creating a mess and causing a health risk to those cleaning the mess or those in the near vicinity of the rubbish chute at the time.

Bins are available for larger items:

- For Chevron residents, in the Bin Room near the entrance to Chevron from the Basement Level 1 Car Park. This Bin Room is accessible only to Chevron residents by using their apartment key.
- For Chevron Green residents, throughout the three car park levels.
- Do not leave rubbish in bags outside your apartment door, on balconies or in stairwells or the floor in the garbage area.
- Bottles, plastics, cardboard and newspapers are to be placed in the appropriate recycling bins located in the Basement level Car Park and in the Chevron Bin Room.
- These rubbish bins are all emptied regularly.
- All cardboard boxes and packaging must be broken down and neatly packed in the appropriate recycling bins. Removalists should be encouraged to return to collect empty unwanted boxes.

TO ENSURE DAMAGE OR BLOCKAGES TO THE RUBBISH CHUTES DO NOT OCCUR:

1. **DO NOT** place newspapers, umbrellas, bedding, glass bottles, cigarettes, cartons, coat hangers, brooms, mops, large plastic wrappings from furniture, white goods etc, or sharp objects, down the chute.
2. Ensure waste placed down the chute is in **small, sealed, strong and securely fastened plastic bags**.
3. Glass, broken glass (wrapped), newspapers, syringes, crockery, hazardous materials, sharp objects and big rubbish bags **MUST BE** personally taken down to the garbage area and placed in the allocated bins.

Recycling

A waste management program has been implemented to effectively recycle glass, paper products, cans, plastic and bottles. These items should be separated and disposed of in the appropriate bins provided.

Please ensure that when you recycle, you take the lids off bottles and jars, take the labels off as many items as possible and clean the items before depositing.

It is also important to note that if you take your recyclables down in a plastic bag, they are removed from the plastic bag before being deposited in to the respective bins.

The waste management contractors **do not take** contaminated recyclables.

Cleanliness in Public Areas

The Owners Corporation employs a cleaning contractor to undertake the cleaning of the common areas. Residents are asked to accept responsibility for maintaining the facilities provided and minimise litter and damage to walls and floors.

Air Conditioning

Information on your Air Conditioning System is in the Owner's Manual provided by the Developer, 519 St. Kilda Road Developments Pty Ltd. Please read the instructions fully.

It is up to each individual apartment to obtain a Service Agreement for their air conditioning system.

Apartments in Chevron Green have their external condensing unit on the apartment balcony. Water, which condenses inside this unit when it is heating your apartment in cold weather, is meant to flow into a drain adjacent to the unit. Please ensure the water does discharge into the drain and not across your balcony and over the edge into other apartments or the pathway below.

Window Coverings

Please note: The backing of any window furnishing which is viewable from outside the building must adhere to the regulations which form part of the Additional Rules for the Owners Corporation ~ see rule 35.4 which states;

"35.4 A Proprietor or Occupier of a Lot must not install any window furnishings on the interior of any windows forming part of any Lot other than white backed or white sheer sunscreen fabric roller blinds.

Fire Emergency Procedures

For your safety, you should note that the Owners Corporation has established Fire Emergency Evacuation Procedures for this building.

You should familiarise yourself with the 'Fire Evacuation – Emergency Plan & Fire Orders' (see following page) and display the Fire Evacuation "Emergency Plan and Fire Orders" in an easily accessible location within your apartment.

Further copies of the "Fire Evacuation – Emergency Plan and Fire Orders" can be obtained from The Strata Manager.

The fire system at Chevron is externally monitored. The whole building runs on an automatic alarm system. If there is a fire alarm, the Metropolitan Fire Brigade (MFB) will automatically be advised and attend.

The Smoke Detectors in the common areas form part of the fire system and if activated will result in the MFB attending the property.

The Smoke Detectors in your apartment are hard wired to your switchboard, if activated they do not alert the MFB. The smoke detectors inside your apartment are to alert the occupants of smoke/fire inside the apartment. If this smoke filters into the common areas, then the smoke detectors in these common areas will alert the MFB.

Please note that it is the occupier's responsibility to ensure that the smoke detectors located within apartments are operating correctly.

False Alarms

False Fire Alarm Call Outs can incur costs of up to \$4,000 for each visit. These costs are charged to the owner and/or resident identified as being responsible in cases of negligence.

Avoiding False Fire Alarms

The following situations are known to trigger false fire alarms and should be avoided by residents and visitors.

- Smoking in common areas; corridors; floor landings; lifts, stairwells etc
- Utilisation of the fire hoses for reasons other than a fire.
- Excess cooking smoke entering common areas and corridors from an apartment e.g. burning toast or other food (in non-dangerous situations only windows and balcony doors within your apartment should be opened to allow excess smoke to escape – DO NOT OPEN your front door).
- Excess heat/steam entering common areas and corridors from an apartment e.g. when the apartment front door remains open during the steam cleaning of carpets. (If you are planning on having your carpets steam cleaned please notify the Building Manager as it may be necessary to disable some of the fire services in the near vicinity of your apartment).

Emergency Plan and Fire Orders

1. The Plan

- 1.1. This plan describes Chevron and its immediate surrounds.
- 1.2. An emergency is defined as any actual or imminent event which in any way endangers or threatens to endanger the safety or health of any person in **Chevron** or which destroys or threatens to destroy any property within the building and which may have legal implications.
- 1.3. An emergency could include:-
 - Fire
 - Fatality
 - Serious injury/assault
 - Domestic dispute
 - Car accident in undercover car park
 - Firearms/weapons
- 1.4. This plan is intended to be flexible and covers minor emergencies, which may be managed by the Residents, to major emergencies, which will need to be managed by emergency services.
- 1.5. After any emergency a written report is to be forwarded to The Strata Manager.
- 1.6. **Chevron Apartments** consists of 68 Apartments (Stage 1) and a mixed use (retail) area.
- 1.7. **Chevron Green Apartments** consists of 231 Apartments (stage 2) and a mixed use (retail) area.
- 1.8. A fire siren alarm system, which is connected to the automatic fire sprinkler system and to the smoke detection system is linked to the Melbourne Fire Brigade (MFB) Station. Appropriate contractors also maintain these systems.
- 1.9. The continuous sounding of the fire sirens will indicate an emergency situation.
- 1.10. The MFB Fire Station has access keys only to the common property. MFB personal will not enter apartments unless authorised / or in the event of an emergency situation.

2. Identifying the Risks

- 2.1. The risks are those associated with high-density living.
- 2.2. There are a number of fire hoses and fire extinguishers located in the building and these are clearly marked.
- 2.3. The Strata Manager, during their inspections of the common areas, may identify potential hazards and take appropriate remedial action. Remember that all fire stairs must remain clear at all times. Ongoing problems will be reported to the Owners Corporation Management Committee.

3. Emergency Coordination.

- 3.1. When evacuating the building, residents should evacuate as quickly and in as orderly a fashion as possible to an assembly area; in the vicinity of Commercial Road.
- 3.2. The all clear to return to the buildings will be given by the Officer-in-Charge of the Emergency Service.

4. Post Emergency

- 4.1. Residents should report damage to The Strata Manager.
- 4.2. The Strata Manager will arrange for all emergency systems to be examined and tested.
- 4.3. The Strata Manager will take appropriate action to have repairs undertaken.
- 4.4. If collective trauma counselling is required, it will be arranged by The Strata Manager; otherwise individual trauma counselling may be arranged on an individual basis.

5. Standard Fire Orders

- 5.1. Assist any person in immediate danger – **only if safe to do so.**
- 5.2. Close door or room of fire.
- 5.3. Call the Fire Brigade on **000.**
- 5.4. Attack the Fire - **only if safe to do so.**
- 5.5. You can enter the fire escapes on any level. Ensure the doors are closed.
- 5.6. You cannot re-enter any floor or your apartment once the evacuation is in progress.
- 5.7. Evacuate to assembly area in Commercial Road.
- 5.8. If stairs are smoke filled, return to apartment and await assistance.
- 5.9. Consideration to use of balconies to attract attention should be given – **only if safe to do so.**

6. Awareness

- 6.1. All residents should make themselves familiar with the location of exit doors, fire stairs, fire equipment and light switches in fire stairs.
- 6.2. Each apartment should consider having a Fire Blanket readily available in the apartment.

Insurance & Damage to Apartments

The Owners Corporation has an insurance policy, which covers the Owners Corporation property, providing similar cover to normal household insurance. It covers the building itself but does not cover any damage to privately owned fittings, including contents, carpets, curtains, blinds, light fittings, electrical fittings or appliances not built into the unit and which can be removed, regardless of how the damage occurred.

The Public Liability cover does not extend to cover the interior of the apartment, balcony or car space.

It is the responsibility of owners and tenants to arrange their own contents and public liability insurance. Owners acting as Landlords require an appropriate policy.

If a resident is responsible for damage caused to another apartment or lot or to common property, that resident may be liable for the cost of reinstatement. Owners should be aware that any damage caused by their tenant is the responsibility of the owner and appropriate recognition of resident's responsibility should be set out in any lease documents.

It is essential that details of any potential insurance claim are forwarded to the Strata Manager immediately. Your claim will be forwarded to the Owners Corporation insurer for assessment.

Risk of Water Damage

Washing machines, dishwashers and overflowing baths and basins cause most water damage.

Do not leave machines or taps running when you are absent and turn off taps when machines are not in use.

Regularly check that the discharge hose on the washing machine/dishwasher is secure.

Recreational Facilities

The recreational facilities at **Chevron** include a Gymnasium, Swimming Pool and BBQs and are for the use of **Chevron Apartments and Chevron Green Apartments** residents only.

The Gymnasium and Swimming Pool are located on the ground floor, central garden and are accessible using your proximity card.

Gymnasium, Swimming Pool Area

The hours of operation for these facilities are 6.00am to 10.00pm.

The Pool area is strictly for the use of residents and no more than 2 guests per resident. Children must be supervised by an adult resident at all times. The Pool Rules are displayed on the wall of the Gymnasium. Among other things they prohibit jumping, diving, running, ball games and noisy or hazardous activities. Alcohol, food and smoking are banned. Pool users are required to wear footwear to and from the pool area.

The playing of music, other than through private headsets and audible only to the user, is not permitted in these areas or any of the common property.

To gain access to the Gymnasium all residents firstly need to complete an induction with one of the Recreational Facilities staff. The Recreational Facilities inductions are conducted to ensure safe use of Gymnasium equipment. Your induction can be booked by obtaining details from the Building Manager. Please complete the "Recreational Induction Program and Indemnity Form" which can be obtained from the Building Manager prior to completing the induction program. By completing and signing this form you are also indemnifying the Owners Corporation against any injury you may sustain while utilising the recreational facilities.

Barbecue Areas

Barbecues are located in the central courtyard garden adjacent to the Pool and also in the Rooftop garden. The hours of operation are 7:00am to 10:00pm.

The barbecue areas are strictly for the use of residents and no more than 2 guests per resident. Larger parties than this cannot be accommodated and we suggest residents utilise Fawkner Park, which has a number of barbecue areas, for bigger gatherings.

The playing of music, other than through private headsets and audible only to the user, is not permitted in these areas or any of the common property.

For further information on the Owners Corporation Rules for the use of these facilities, please see the following rules:

Rule 24 - Gymnasium

Rule 39 – Swimming Pool Area

Rule 45 – Barbecue

Rule 48 – Rooftop Area

Model Rules

OWNERS CORPORATION REGULATIONS 2007**SCHEDULE 2****Regulation 9****MODEL RULES FOR AN OWNERS CORPORATION****1. Health, safety and security****1.1. 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.

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

- (1) 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.
- (2) This rule does not apply to –
 - (a) Chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) Any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3. 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.

2. Management and administration**2.1. Metering of services and apportionment of costs of services**

- (1) 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.
- (2) 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.
- (3) Subrule (2) does not apply if the concession or rebate –

- (a) 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 due date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1. Use of common property

- (1) 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.
- (2) 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.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) 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.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2. 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.

3.3. Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) 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.

- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) 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.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1. 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.

Example if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5. Behaviour of persons

5.1. 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.

5.2. Noise and other nuisance control

- (1) 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.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute Resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is not grievance committee, the owners corporation must be notified of the dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

- (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 parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (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**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Additional Rules of the Owners Corporation

In these rules;

- (a) "Manager" means the Company for the time being appointed by the Body Corporate as its Manager and a reference in these rules to the Body Corporate shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.
- (b) "Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property.
- (c) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words imparting the singular include the plural and vice versa;
 - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association or other Body Corporate and any government authority; and
 - (iv) a reference to a thing includes part of that thing.
- (d) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Body Corporate from time to time, and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.
- (e) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Body Corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given. Without limiting the foregoing, these rules shall be read subject to the rights of 519 St Kilda Road Developments Pty Ltd A.C.N 106203963 and its related companies and their respective consultants, employees and agents to conduct marketing activities on Common Property until all of the Lots on the plan of subdivision are sold, including (without limitation):
 - (i) allowing invitees to have access to the Common Property in the company of an agent of representative acting on behalf of 519 St Kilda Road Developments Pty Ltd; and
 - (ii) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property; and
 - (iii) allowing 519 St Kilda Developments Pty Ltd representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display lot.
- (f) If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be struck down and shall have no further force and effect, HOWEVER all remaining Rules or part thereof capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

1. ACCESS TO LOTS

- 1.1. Except in the case of an emergency (in which case no notice shall be required) upon one (1) day's notice in writing the Body Corporate or the 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 leakages or defect is due to any act of default of the Lot Proprietor or its invitees). The Body Corporate and the 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.

2. APPEARANCE OF A LOT

- 2.1. Without limiting any of these Rules a Proprietor or Occupier of a Lot must not:
- (a) hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the Common Property or on any part of the exterior of the Lot so as to be visible from outside the Lot.
 - (b) without prior written consent of the Body Corporate maintain inside the Lot that when viewed from outside the Lot, is not in keeping with the rest of the Building. Rule 2.1 (b) does not apply to the fitout or signage for commercial or retail lots where planning approval has been obtained for the particular use of the Lot and its signage.
 - (c) without the prior written consent of the Body Corporate attach to or hang from the exterior of the Lot any aerial or any security device or wires.
 - (d) install or operate any intruder alarm, which emits an audible signal.
 - (e) 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.
 - (f) 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; (with the exception of the license granted to 519 St Kilda Road Developments Pty Ltd).
 - (g) install any air conditioning unit in a Lot other than in a place nominated by the Body Corporate.
 - (h) install any pipes, wiring, cables or the like to the external face of the Building.
- 2.2. A proprietor or Occupier of a Lot must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony, terrace or garden area forming part of the Lot without the prior consent of the Body Corporate (the Body Corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development or if it interferes with the views or use and quiet enjoyment of another Lot;).

- 2.3. A Proprietor or Occupier of a Lot must not allow any balcony, terrace or garden area which forms part of any Lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure minimal disturbance to other Proprietors or Occupiers.
- 2.4. A Proprietor or Occupier of a Lot must not allow any items to be bolted down on the balcony/terrace floor areas.
- 2.5. A Proprietor or Occupier of a Lots must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of Lot which, in the opinion of the Body Corporate, acting reasonably, impact adversely on the external appearance of the Building without the prior written consent of the Body Corporate.

3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

- 3.1. A Proprietor or Occupier of a Lot must not:
 - (a) create or permit any noise or behaviour in a manner likely to interfere with the quiet enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property; or
 - (b) obstruct the lawful use of Common Property by any person; or
 - (c) without limiting the generality of the foregoing, use of machinery hammer drills or jack hammers in a Lot between the hours of 2pm and 10am on weekdays or on weekends at all except in relation to commercial/retail Lots where the times shall be between the hours of 6pm and 9am on weekdays and prior to 10am or after 3pm Saturday; or
 - (d) make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Body Corporate; or
 - (e) make or permit to be made noise from music or other appliances which may be heard outside the Lot between the hours of midnight and 8.00am; or
 - (f) allow the entry door or any other external door (other than a sliding door to a balcony) of any residential Lot to be physically restrained from closing in any way.
- 3.2. A Proprietor or Occupier of a Lot when on Common Property or if on any part of a Lot so as to be visible from another Lot or from the Common Property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or any person lawfully using Common Property.
- 3.3. A Proprietor or Occupier of a Lot must not smoke in the common areas; being the corridors, floor landings, foyers, lifts, stairwells, gymnasium and other recreational areas and carpark forming part of Common Property or such other parts of the Common Property as the Body Corporate or its Manager may designate from time to time.
- 3.4. A Proprietor or Occupier of a Lot must not use or permit to be used in or on the Common Property, skateboards, scooters, roller skates or roller blades.
- 3.5. A Proprietor or Occupier of a Lot must not permit consumption of alcohol or the taking of glassware onto the Common Property. i.e gardens, swimming pool and gymnasium etc.

- 3.6. A Proprietor or Occupier of a Lot must not, nor permit disposal of any rubbish including cigarette butts or cigarette ash on to the Common Property or over their balconies.
- 3.7. A Proprietor or Occupier of a Lot must not consume food, alcohol or other beverages in the lifts.

4. BODY CORPORATE CERTIFICATE

- 4.1. Application to the Body Corporate for a Body Corporate Certificate must be made in writing and accompanied by the appropriate fee (\$55.00) per Common Property. On receipt of the application and the appropriate fee, the Body Corporate must issue a Certificate in the form of a Form 3.
- 4.2. Any Proprietor who sells a Lot must advise the Body Corporate of the sale, and the name and address of the new owner or their solicitor within one month of settlement.

5. BUILDING WORKS

- 5.1. A Proprietor or Occupier of a Lot must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements;
 - (a) 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 Body Corporate Manager, and then strictly in accordance with those permits, approvals and consents and any conditions thereof; and
 - (b) the Proprietor or Occupier 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 or Occupiers; and
- 5.2. The Proprietor or Occupier of a Lot must not proceed with any such works until the Proprietor or Occupier:
 - (a) submits to the Body Corporate plans and specifications of any works proposed 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; and
 - (b) supplies to the Body Corporate such further particulars of those proposed works as the Body Corporate may request, and as shall be reasonable to enable the Body Corporate and its consultants to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building, and do not endanger the building and are compatible with the overall services to the Building and the individual floors;
 - (c) receives written approval for those works from the Body Corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Body Corporate (which cost may include the costs of a building practitioner and / or its consultants engaged by the Body Corporate

- to consider such plans and specifications) are borne by the Proprietor or Occupier and such approval shall not be effective until such costs have been paid; and
- (d) the Proprietor or Occupier pays such reasonable costs to the Body Corporate; and
 - (e) the Proprietor or Occupier pays the nominated Bond as determined by the Body Corporate Committee.
- 5.3. The Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier or the Proprietor's or Occupier's servants, agents and contractors undertaking such works, comply with the proper and reasonable directions of the Body Corporate 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 that the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot, unless the Body Corporate gives written consent to do so) and that such servants, agents and contractors are supervised in the carrying out of such works, so as to minimise any damage to or dirtying of the Common Property and the services therein.
- 5.4. without limiting the generality of rule 5.3 the Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier and the Proprietor's or Occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works;
- (a) building materials must not be stacked or stored in the front side or rear of the Building; and
 - (b) scaffolding must not be erected on the Common Property or the exterior of the Building; and
 - (c) construction work must comply with all laws of the relevant Government Agencies;
 - (d) the exterior and the Common Property of the Building must at all times be maintained in a clean and tidy and safe state; and
 - (e) construction vehicles and construction workers' vehicles must not be brought into, or parked in or on the Common Property.
- 5.5. Before any of the Proprietors or Occupiers works commence the Proprietor or Occupier must;
- (a) cause to be effected and maintained during the period of the building works, contractors' All Risk & Public Liability insurance policies to the satisfaction of the Body Corporate; and
 - (b) deliver a copy of the policies and certificates of currency in respect of the policies to the Body Corporate.
- 5.6. Access shall not be available to other Lots on the Plan or 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 the Body Corporate in the case of the Common Property.
- 5.7. The Proprietor or Occupier of a Lot shall immediately make good all damage to, and dirtying of, the Building, the Common Property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Proprietor or Occupier

fails to immediately do so, the Body Corporate may in its absolute discretion (or if the Proprietor or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Proprietor or Occupier shall indemnify and keep indemnified the Body Corporate against any costs or liabilities incurred by the Body Corporate is so making good the damage or dirtying.

- 5.8. The Proprietor or Occupier of a Lot must forthwith make good any damage occasioned to the building or the Common Property, the services thereof and or fixtures, fittings and finishes resulting from such works or (at the Body Corporate's election) to reimburse to the Body Corporate the cost incurred or to be incurred by the Body Corporate in making good any such damage.
- 5.9. The Proprietor or Occupier of a residential Lot shall not employ contractors to carry out work on any services to the building or the Lot, other than contractors approved by the Body Corporate.

6. CAR PARKING SPACES

- 6.1. A Proprietor or Occupier of a Lot must not use a car space for any purpose other than for parking of vehicles.
- 6.2. A Proprietor or Occupier of a Lot must not store any items in car spaces in the carpark – car spaces are restricted for parking of vehicles only.
- 6.3. A Proprietor or Occupier of a Lot must not reverse in or out of the development at any time.
- 6.4. A Proprietor or Occupier of a Lot must not in any way obstruct any of the access aisles in the car park.

7. CLEANING OF A LOT

- 7.1. A Proprietor or Occupier of a Lot must keep that Lot clean and in good repair.
- 7.2. A Proprietor or Occupier of a Lot must keep all internal or external gardens and balconies which form part of the Lot, clean, tidy and well maintained.
- 7.3. A Proprietor or Occupier of a Lot must ensure their car parking space(s) and nearby common property areas are free from oil and like substances etc. The Body Corporate reserves its right to clean any area and charge the Proprietor or Occupier for the cost incurred. The Body Corporate will give fourteen (14) days notice of its intention to do such cleaning.
- 7.4. A proprietor or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
 - (a) The Body Corporate resolves that it will keep the glass or specified part of the glass clean; or
 - (b) That glass or part of the glass cannot be accessed by the Proprietor or Occupier safely or at all.

8. COMMERCIAL / RETAIL AREA

- 8.1. Without limiting any other rule, the Proprietor or Occupier of any Lot used as a restaurant, cafe or for other retail or commercial purposes must:

- (a) ensure their bins are taken out on each garbage collection day to the bin collection area nominated by the Body Corporate, and ensure the bins are brought in before 9.00am on each collection day Monday to Saturday and before 10.00am on Sundays;
 - (b) avoid unnecessary noise when filling bins and ensure contractors pick up between 8:00am and 9:00am Monday to Saturday and **between 9:00am and 10:am on Sundays.**
 - (c) ensure lids on bins are securely closed at all times and ensure that bins are kept clean.
 - (d) ensure all cardboard and paper waster is cut up or folded and neatly placed in recycling area;
 - (e) store all bins, bottles cardboard/paper and any other refuse within the relevant Lot (but not any car park forming part of the Lot unless adequately enclosed and screened) and must not store bins, bottles cardboard/paper or any other refuse on Common Property except where this is the bin collection and recycling areas nominated by the Body Corporate.
 - (f) ensure that any perishable rubbish is refrigerated and hidden from view;
 - (g) wash bins only within the designated bin area or Lot, excluding car spaces;
 - (h) comply with all health, noise and other regulations in carrying on the business from the Lot;
 - (i) ensure that any mechanical fluing is charcoal filtered or equivalent;
 - (j) restrict all deliveries to occur only between 8:00am and 6:00pm daily;
 - (k) not permit electronic gaming machines;
 - (l) make all reasonable attempts to address / treat any odours that emanate from the Lot;
 - (m) properly filter all vapour so that all oil particles are removed prior to exhausting to ensure the filtered air contains no residual burnt or cooked oil smell to the surrounding lots or common areas;
 - (n) ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level of STC30 is achieved;
 - (o) not operate (nor allow access to the Lot for cleaning) outside the hours of 7:00am to 11:00pm Monday to Thursday, 7:00am to 12:00pm midnight Friday, 8:00am to 12:00 midnight Saturday and 9:00am to 11:00pm Sunday, unless otherwise entitled to as a matter of law or permitted under any planning permit for the use of any commercial/retail Lot or after receiving the approval of the Body Corporate;
 - (p) comply with these Rules.
- 8.2. The Proprietor or Occupier of a retail/commercial Lot must not use that Lot for any trade or business nor permit others to do so unless:
- (a) the planning permit scheme governing the use of the Lot permits the trade or business to be carried on from that Lot;
 - (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
 - (c) the trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors of other Lots.

- 8.3. Nothing herein shall prevent or prohibit any retail or commercial Lot from carrying on its reasonable business operations and to apply for, and obtain any Planning Permit, Liquor Licence, or any retail or commercial Legislative consent or permit which the Proprietor or Occupier of any retail or commercial Lot may apply for, provided that all times the Proprietor or Occupier of any such retail or commercial Lot:
- (a) operates lawfully;
 - (b) obtains each and every permit, Liquor Licence or other consent required; and
 - (c) operates within the terms of any such Liquor Licence, permit or consent.
- 8.4. The Licensees of any retail or commercial area will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The Licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times.
- 8.5. The Body Corporate agrees not to do any such act, which may hinder or prevent such retail or commercial lot from conducting its business.
- 8.6. The Body Corporate will not hinder access to the retail premises except when they are required to undertake routine maintenance of these areas.

9. COMMON PROPERTY – DAMAGE TO

- 9.1. A Proprietor or Occupier of a Lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing from the Body Corporate. This rule does not prevent a Proprietor or person authorised by the Proprietor from installing any locking device for protection of the Lot against intruders and complying with any stipulations of the Manager from time to time.
- 9.2. A Proprietor or Occupier of a Lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the Body Corporate's insurance policy. Any additional security device(s) installed post completion must be approved by the Body Corporate.
- 9.3. A Proprietor or Occupier must promptly notify the Body Corporate Manager or Building Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Body Corporate.
- 9.4. A Proprietor or Occupier of a Lot shall compensate the Body Corporate in respect of any damage to the Common Property or personal property vested in the Body Corporate caused by the Proprietor or Occupier or their respective tenants, licensees or invitees.

10. COMMON PROPERTY AND STORAGE AREAS – INTERFERENCE WITH

- 10.1. A Proprietor or Occupier of a Lot must not, without the prior written consent of the Body Corporate remove any article from the Common Property placed there by direction or authority of the Body Corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

- 10.2. A Proprietor or Occupier of a Lot must not, without the written authority of the Body Corporate or its Manager, interfere with the operation of any equipment installed on the Common Property.
- 10.3. A Proprietor or Occupier of a Lot must not modify any air conditioning heating or ventilation system or associated ducting, or any other building service servicing the Lot without the prior written consent of the Body Corporate.
- 10.4. A Proprietor or Occupier of a Lot must not install covering to any storage areas without the prior written consent of the Body Corporate. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the Body Corporate.
- 10.5. A Proprietor or Occupier of a Lot must not use that part of a Lot designed for use as a car parking space for any other purpose without the prior written consent of the Body Corporate.
- 10.6. A Proprietor or Occupier of a Lots must not enter into or permit any person to enter into any plant room, machine housing or waste disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, board control, communication system (except telephone connections), electricity, gas or heating or cooling controls in or on the Common Property without the consent of the Body Corporate.
- 10.7. A Proprietor or Occupier of a Lot must not 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 Body Corporate.
- 10.8. A Proprietor or Occupier of a Lot must not operate, or permit to be operated, on the Lot or within it any device or electrical equipment which interferes with any appliance lawfully in use on Common Property, another Lot or another part of the Building.

11. COMMON PROPERTY – RESTRICTED USE OF

- 11.1. The Body Corporate may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Body Corporate from fire or other hazards and without limitation may:
 - (a) close off any part of Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by a Proprietors or Occupiers of any part of the Common Property.
 - (b) permit, to the exclusion of Proprietors or Occupiers, and 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;
 - (c) restrict by means of key or other security devices the access of Proprietors or Occupiers;
 - (d) restrict by means of key or other security devices the access of the Proprietors or Occupiers of one level of the Lots to any other level of the Lots; and
 - (e) cancel any security card or key issued where a Proprietor is in arrears in payment of Body Corporate Levies in excess of 2 quarters.
- 11.2. A Proprietor or Occupier of a Lot must abide by any actions taken by the Body Corporate in accordance with Rule 11.1.

12. COMMON PROPERTY – SECURITY OF

- 12.1. A Proprietor or Occupier of a Lot must not do anything, which may prejudice the security or safety of the Common Property.
- 12.2. A Proprietor or Occupier of a Lot must not allow persons to follow them through the security doors or car-park to the property or into the swimming pool, gymnasium and garden areas.

13. COMMON PROPERTY – USE BY VEHICLES

- 13.1. A Proprietor or Occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on Common Property so as to obstruct any driveway or entrance to a Lot, or in any place other than in a parking area specified for such purpose by the Body Corporate.
- 13.2. A Proprietor or Occupier of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designed by the Body Corporate. The Body Corporate reserves the right to remove offending vehicles, trailer or motor cycles.
- 13.3. A Proprietor or Occupier of a Lot must not permit oil leakages from any motor vehicles, trailer or motor cycle onto Common Property or their Lot and must reimburse the Body Corporate for the cost of cleaning and removing any oil stains to the Car Park or other part of the Common Property.
- 13.4. Permanent parking is not permitted in visitor's spaces.

14. COMMON PROPERTY – USE OF

- 14.1. A Proprietor or Occupier of a Lot must not use or permit a Lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the families or visitors of any such Proprietor or Occupier.
- 14.2. A Proprietor or Occupier of a Lot must not use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with or prevent its use by other Proprietors or Occupiers of Lots or their families or visitors.
- 14.3. Notwithstanding the designation of any parts of the Common Property the Proprietors and Occupiers of the commercial/retail Lots shall be entitled to use the lift for the purpose of access to and from any carpark lots in the first floor basement to the ground floor lobby of Building 1 and the West Foyer to gain access to and from the commercial/retail Lots.

15. COMPENSATION TO BODY CORPORATE

- 15.1. The Proprietor or Occupier of a Lot shall compensate the Body Corporate for any damage to the Common Property or personal property vested in the Body Corporate caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

16. COMPLAINTS AND APPLICATIONS

- 16.1. Any complaint or application to the Body Corporate must be addressed in writing to the Manager, or where there is no Manager, the Secretary of the Body Corporate.

17. COMPLIANCE WITH RULES BY INVITEES

- 17.1. A Proprietor or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Proprietor or Occupier comply with these rules.
- 17.2. A Proprietor or Occupier of a Lot which is the subject of a lease or licence agreement 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.
- 17.3. A Proprietor or Occupier of a Lot must ensure that contractor's/tradesmen as appointed by them only use the area specifically designated by the Body Corporate for entry and exit to the building.

18. COMPLIANCE WITH LAWS

- 18.1. A Proprietor or Occupier of a Lot must, at the Proprietor's or Occupier's expense, promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 18.2. A Proprietor or Occupier of a Lot must not use the Lot or Permit a lot affected by the Body Corporate to be used for any purpose that may be illegal or injurious to the reputation of the development comprised of the Lots and the Common Property or which may cause a nuisance or hazard to any other Proprietor or Occupier of a Lot or their representative invitees.
- 18.3. A Proprietor or Occupier of a Lot must grant to the Body Corporate its servants and agents, upon the Member being given 7 days prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property, and the cleaning of the outside of the windows and the external facade of the Common Property.

19. CONDUCT OF MEETINGS

- 19.1. The conduct of meetings of the Body Corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

20. CONSENT OF BODY CORPORATE

- 20.1. A consent given by the Body Corporate under these rules will, if practicable, be revocable and may be given subject to conditions, including, without limitation, a condition evidenced by a minute of a resolution that the Proprietor or Occupier for the time being of the Lot to

which consent or approval relates is responsible for compliance with the terms of the consent.

21. DEVELOPER ~ 519 ST KILDA ROAD DEVELOPMENTS PTY LTD

- 21.1. Notwithstanding anything to the contrary herein contained, so long as 519 St Kilda Road Developments Pty Ltd and its equity partners, if any, is a Member or Occupier and is an owner of a Lot and so long as any mortgagee or charge of 519 St Kilda Road Developments Pty Ltd has an interest in any Development Lot, then all the preceding rules shall not in any way whatsoever apply to be enforceable against 519 St Kilda Road Developments Pty Ltd or its mortgagee or charge where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that 519 St Kilda Road Developments Pty Ltd its mortgagee or charge may be engaged in or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.
- 21.2. 519 St Kilda Road Developments Pty Ltd and its equity partners, if any, its mortgagees or charges shall be and are by this rule, authorised by each and every Body Corporate in the Plan of Subdivision to:
- (a) Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development; and
 - (b) Take exclusive and sole possession of any parts of the Common Property as it may need to have possession of in order to carry out any works or activities in relation to the Development; and
 - (c) Exclude all and any Proprietors or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
 - (d) Erect for sale promotional advertising or other signs as 519 St Kilda Road Developments Pty Ltd may require on any part of the Common Property; and
 - (e) Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as 519 St Kilda Road Developments Pty Ltd or its mortgagees or charge things fit; and
 - (f) Limit or restrict access to certain areas of the development including areas of the Common Property in order to expeditiously complete the project; and
 - (g) Use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.
- 21.3. The Body Corporate will, within 7 days of being requested by 519 St Kilda Road Developments Pty Ltd or its mortgagee or charge, sign whatever consents, authorities, permits or other such documents as may be required to enable 519 St Kilda Road Developments Pty Ltd or its mortgagee or charge to complete the Development.

22. DIRECTORY BOARD

- 22.1. A Proprietor of a Lot, a Member in occupation of the Proprietor's Lot or a person, corporation or statutory body in occupation of a Proprietor's Lot is entitled to require the Body Corporate at the expense of the Occupier to include the name of the Occupier and the number of the Occupier's Lot on a directory board located on Common Property. The size and style of the type face must be as approved in writing by the Body Corporate.
- 22.2. The Proprietor of the commercial/retail lots is entitled to include on the three directory boards designated for use by these commercial/retail Lots (and not by the residential Lots) the name and any display logos of the Occupiers of those commercial/retail Lots and to include a size and style of the type face on the director boards as the Proprietor of the commercial/retail Lots may reasonably determine from time to time.

23. FIRE CONTROL

- 23.1. A Proprietor or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency.
- 23.2. A Proprietor or Occupier of a Lot must not obstruct any fire stairs or fire escape.
- 23.3. A Proprietor or Occupier of a Lot must not allow the fire safety equipment, i.e. smoke detectors as installed in respect to their Lot, to become non-operational. The Proprietor or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot; i.e. ensuring that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to smoke detectors are replaced whenever necessary.
- 23.4. To avoid False Alarm Call Outs by the Fire Brigade, a Proprietor or Occupier of a Lots must not:
 - (a) smoke in the common areas; being the corridors, floor landings, foyer, lifts, stairwells, Swimming Pool area, Gymnasium and car-park or such other parts of the Common Property as the Body Corporate or its Manager may designate from time to time;
 - (b) open their apartment door leading to the lobby in non dangerous instances such as smoke from burning toast or other food, to eliminate the resulting smoke from their Lot. Only windows should be opened to allow smoke to escape in non dangerous situations;
 - (c) open the door of their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
 - (d) utilise fire hoses excepts in the case of an emergency.
 - (e) leave open the entry door to their Lot whilst having building works undertaken.

Note: in case of negligence resulting in a False Alarm Call Out to be made by the Fire Brigade, the associated costs will be charged to the Proprietor or Occupier identified as being responsible.

24. GYMNASIUM

- 24.1. Children under the age of 16 are only permitted to use the gymnasium whilst under direct Adult Supervision, (this does not include personal trainers etc.);
- (a) Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
 - (b) The gymnasium is for use by residents only;
 - (c) Alcohol and food are not allowed in the gymnasium;
 - (d) Smoking is not permitted in the gymnasium;
 - (e) All users of the gymnasium must carry a towel at all times and wipe down equipment after use;
 - (f) Hours of use are from 6:00am to 10:00pm;
 - (g) Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium, socks and gym shoes are to be worn at all times;
 - (h) Suitable clothing (excluding swimwear) is to be worn whilst in the gymnasium;
 - (i) All users of the gymnasium must turn off all lights and air conditioning when leaving;
 - (j) Users of the gymnasium must be professionally inducted on the equipment prior to the Body Corporate granting access to the gymnasium area;
 - (k) All users of the gymnasium do so at their own risk;
 - (l) No music, other than that provided by the Body Corporate is allowed in the gymnasium.
 - (m) A Proprietor or Occupier using the gymnasium must not breach nor permit persons under their control to breach these rules as stipulated.

25. INFECTIOUS DISEASES

- 25.1. In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinance affecting any person in any Lot, the Proprietor of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Manager and shall pay to the Body Corporate 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.

26. INSURANCE PREMIUM

- 26.1. A Proprietor or Occupier of a Lot must not, without the prior written consent of the Body Corporate, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Body Corporate.

27. MOVING OF CERTAIN ARTICLES (INC. FURNITURE AND/OR GOODS)

- 27.1. A Proprietor or Occupier of a Lot must not move any article (including furniture and/or goods) likely to cause damage or obstruction through Common Property without first notifying the Body Corporate or its Manager in sufficient time to enable a representative of the Body Corporate or the Manager to be present.
- 27.2. A Proprietor or Occupier of a Lot may only move an article (including furniture and/or goods) likely to cause damage or obstruction through Common Property in accordance with the directions of the Body Corporate, the Manager or the Manager's representative.
- 27.3. Without limiting the generality of the foregoing rules, a Proprietor or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the Body Corporate of '519 St Kilda Road, Melbourne'.
- 27.4. A Proprietor or Occupier of a Lot must not move articles, furniture and/or goods in and out of the building without the approval of the Body Corporate and making prior arrangements with the Building Manager (minimum of 3 days' notice must be given otherwise use of the lift will be prohibited).
- 27.5. A Proprietor or Occupier of a Lot must not move articles, furniture and/or goods in and out of the building outside the hours permitted by the Body Corporate; permitted hours are between 9:00am and 5:00pm (Monday to Friday). All moves must be completed by 5:00pm.
- 27.6. A Proprietor or Occupier of a Lot must not move articles, furniture and/or goods through the front entrance to the building. Only the loading bay access as specified by the Body Corporate can be utilised. This applies to tradesman bringing any material to or from the building. Any person who attempts to bring any furniture and/or goods through the front entrance of the building will be requested to enter through the loading bay.
- 27.7. A Proprietor or Occupier of a Lot must not leave any waste from moving of furniture and/or goods in any of the common areas. Cartons and packing crates must be placed in the rubbish room or the location as specifically designated by the Body Corporate for that purpose.

28. PAINTING, FINISHING ETC

- 28.1. A Proprietor or Occupier of a Lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot.

29. PETS AND ANIMALS

- 29.1. A Proprietor or Occupier of a Lot must not keep any animal on the Common Property after being given notice by the Body Corporate to remove the animal after the Body Corporate has resolved that the animal is causing a nuisance.
- 29.2. A Proprietor or Occupier of a Lot must ensure that any animal belonging to them or in his or her control does not urinate or defecate on common areas including the internal courtyard and landscaped garden areas.

- 29.3. A Proprietor or Occupier of a Lot must ensure that any animal belonging to them or in his or her control is to be restrained and on a leash at all times whilst on the common property.
- 29.4. A Proprietor or Occupier of a Lot must ensure that any animal belonging to them or in his or her control are not allowed in the swimming pool or gymnasium areas.

30. PENALTY INTEREST

- 30.1. The Body Corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

31. RECOVERY OF BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS

- 31.1. The Member shall pay on demand by the Body Corporate all legal costs on a solicitor-own client basis which the Body Corporate pays, incurs or expends in consequence of any default by the Member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of Body Corporate contribution fees.

32. RESTRICTION – CONDUCTING TRADE

- 32.1. The Proprietor or Occupier of a residential Lot must not use a Lot or the Common Property for any trade, profession or business (other than letting the Lot for residential accommodation to the same party for periods in excess of one month) nor permit any other person to do so, unless:
- (a) the person conducting the trade, profession or business is a full time resident of the Lot and only operates a home office with a maximum of one (1) employee; and
 - (b) the relevant planning scheme does not prohibit the relevant trade, profession or business to be carried on in a Lot; and
 - (c) the Lot owner has obtained all necessary permits from the relevant authorities to enable the relevant trade, profession or business to be carried on in a Lot.
- 32.2. Except for commercial/retail lots, the Proprietor or Occupier of a residential Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.

33. SECURITY KEYS

- 33.1. the Body Corporate may charge a reasonable fee for any additional security key required by a Proprietor or Occupier. If the Body Corporate restricts the access of the Proprietors and Occupiers under Rule 11 of the rules, the Body Corporate may make the number of security keys as it determines available to Proprietors or Occupiers free of charge.
- 33.2. a Proprietor or Occupier of a Lot must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier 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 Body Corporate.
- 33.3. a Proprietor or Occupier of a Lot in possession of a security key must not without the Body Corporate's written consent, 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 or Occupier and is not to dispose of otherwise than by returning it the Proprietor or the Body Corporate.
- 33.4. a Proprietor or Occupier of a Lot must promptly notify the Body Corporate if a security key as issued to them is lost, stolen or destroyed.
- 33.5. The costs of replacing any Security Key, remote control or any security device which is issued to the Proprietor or Occupier of a Lot will be at the Proprietor's or Occupier's cost.

34. SIGNAGE LICENCE

- 34.1. Notwithstanding anything else in these rules to the contrary, the Body Corporate, in addition to the powers and authorities conferred on it by or under the Subdivision (Body Corporate) Regulations, has the power and authority to grant 519 St Kilda Road Developments Pty Ltd the right to erect signs on the Common Property.
- 34.2. A Proprietor or Occupier of the Lot must not hinder or impede 519 St Kilda Road Developments Pty Ltd from exercising its rights under any agreement entered into under this rule 34.

35. SIGNS, BLINDS AND AWNINGS

- 35.1. A Proprietor or Occupier of a Lot must not erect or fix any sign or notice for whatever purpose to any part of the Common Property or inside of the Lot where it can be seen from any exterior position, except as required by law.
- 35.2. A Proprietor or Occupier of a Lot must not install or permit the installation of any awnings other than as permitted by the Body Corporate.
- 35.3. A Proprietor or Occupier of a Lot must not, without the written consent of the Body Corporate, allow the erection of any for sale or for lease boards on the Common Property or their Lot.
- 35.4. A Proprietor or Occupier of Lot must not install any windows furnishings on the interior of any windows forming part of any Lot other than white backed or white sheer sunscreen fabric roller blinds. Recommended suppliers are as follows:

Sam Kennedy
Kennedy Interior Concepts
124-126 Edgevale Road Kew Vic 3010
Po Box 2288 Hawthorn Vic 3122
T. 9815 0665
F. 9815 0122
E. kic@bigpond.net.au
W. www.kennedyinteriors.com.au

Matt Bracken
Bracken Blinds
385 Tooronga Road
Hawthorn East 3123
T. 1300 88 48 38
W. www.brackenblinds.com.au

- 35.5. Nothing in Rule 35 prohibits the Proprietor or Occupier of a Lot used as a restaurant, cafe or for other retail or commercial purpose from affixing a sign to the Common Property provided the sign:
- (a) is only for the purpose of identifying the business carried on from the Lot and the hours of operation of the business;
 - (b) does not exceed 1200mm in width and 1200mm in height;
 - (c) complies with the requirements of all relevant authorities; and has been approved by the Body Corporate within seven (7) days, which may not be unreasonably withheld.
- 35.6. Nothing in Rule 35 prohibits the Proprietor or Occupier of a Lot used as a restaurant, cafe or other retail or commercial purpose from affixing to the Lot:
- (a) An awning with lettering or sign writing;
 - (b) "for sale" or "for lease" boards; or
 - (c) General sign writing or advertising on any shop front or shop window. Which has been approved by the Body Corporate.
- 35.7. Nothing in Rule 35 prohibits the Proprietor or Occupier of a Lot used as a restaurant, cafe or other retail or commercial purpose to supply and install three external signs with provision for electrical services, to be undertaken by the Lot Owner with Signs to be constructed in compliance with detail drawings including Sign locations to be approved by the Chevron Site Developer.

36. STORAGE CAGES

- 36.1. A Proprietor or Occupier of a Lot is not permitted to install a storage cage or storage box at Chevron Apartments.

37. STORAGE OF BICYCLES

- 37.1. A Proprietor or Occupier of a Lot must not:
- (a) Permit any bicycle to be stored other than in the areas of the Common Property designated by the Body Corporate or its Manager for such purpose and fitted with bicycle racks;
 - (b) Permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Body Corporate or its Manager from time to time.

38. STORAGE OF FLAMMABLE LIQUIDS

- 38.1. A Proprietor or Occupier of a Lot must not:
- (a) Except with the written consent of the Body Corporate, use or store on the Lot, or associated parking bay, or store on Common Property

any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle or in relation to a commercial/retail Lot property used in connection with the carrying out of the business in such commercial/retail Lot; or

- (b) Do or permit, which may invalidate or suspend any insurance policy effected by the Body Corporate or cause any premium to be increased without the prior written consent of the Body Corporate.

39. SWIMMING POOL AREA

39.1. The following conditions apply to the use of the swimming pool area which must be observed by the Proprietor or Occupier of a Lot and Persons under their control.

- (a) children may use the swimming pool only if supervised by an adult at all times;
- (b) glass objects, drinking glasses and sharp objects are not permitted in the swimming pool areas;
- (c) alcohol and food are not permitted in the swimming pool area;
- (d) the swimming pool areas are for use by residents and no more than two guests per Lot at any time, although guests are to be accompanied by a resident at all times;
- (e) smoking is not permitted in the swimming pool area;
- (f) for the hygiene of all users of the swimming pool you must shower first;
- (g) jumping, diving, running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area;
- (h) spitting is not permitted in the swimming pool or swimming pool area;
- (i) hours of use are 6:00am to 10:00pm;
- (j) all users of the swimming pool area must dry off before leaving this area;
- (k) footwear must be worn to and from the swimming pool area;
- (l) a Proprietor or Occupier of a Lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times. Nude bathing is prohibited and females must wear a bathing top in the pool and adjoining common areas;
- (m) all users of the swimming pool area do so at their own risk.
- (n) a Proprietor or Occupier of a Lot must not breach nor permit persons under his or her control to breach these rules as stipulated.

40. SUPPORT AND PROVISION OF SERVICES

40.1. Except for the purposes of maintenance and renewal and with the written consent of the Body Corporate, a Proprietor or Occupier 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;

- (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.
- 40.2. A Proprietor or Occupier of a Lot must not install a safe in a Lot without the written consent of the Body Corporate and before submitting to the Body Corporate a structural engineering report in respect of the proposed installation.
- 40.3. A Proprietor or Occupier of a Lot must acknowledge that any Body Corporate in the Development may share amongst the Members in that particular Body Corporate the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that Body Corporate or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

41. WASTE DISPOSAL

- 41.1. A Proprietor or Occupier of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.
- 41.2. A Proprietor or Occupier of a Lot must not dispose of garbage in any manner other than as specified by the Body Corporate from time to time but otherwise:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Body Corporate;
 - (b) recyclable items being without limitation, paper, cardboard and plastic as from time to time nominated by the Body Corporate must be stored in the area designated for the items by the Body Corporate;
 - (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the Common Property; and
 - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.
- 41.3. The use of the bin storage area contained on that part of Common Property 1 as adjoins or is in the vicinity of the commercial/retail Lots in Building 1. The Proprietors of the commercial/retail Lots in Building 1 shall be solely responsible for the removal of waste and garbage from this bin storage area as well as the removal of greasy waste and garbage from the commercial/retail Lots.

42. WIND

- 42.1. A Proprietor or Occupier of a Lot must ensure when departing their Lot that, all doors and windows are tightly closed, including glazed screens to the terrace areas, to minimise the likelihood of risk and damage to

surrounding people or property. During periods of high winds all loose items are also to be removed from balconies.

- 42.2. During periods of high winds, a Proprietor or Occupier of a Lot must ensure that all doors and windows are tightly closed, including the glazed screens to the terrace areas, to minimise the likelihood of risk and damage to surrounding people or property.
- 42.3. The Proprietor or Occupier of the Lot are advised that the terrace structures are not designed as waterproof and items left on the terrace may be subject to damage under certain circumstances.
- 42.4. The Proprietor or Occupier of the lot are advised that the glazed screens may under certain circumstances of high winds vibrate or generate noise.

43. USE OF APPURTENANCES

- 43.1. A Proprietor or Occupier of a Lot must not use the water closets, conveniences and other water apparatus, including wast pipes and drains, for any other purpose other than those which they were constructed, and the sweeping of 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/Occupier found to be responsible for the damage or blockage.

44. COMMERCIAL AND RETAIL LOTS

- 44.1. If the Proprietor or Occupier of a commercial or retail Lot requests the consent of the Body Corporate to any matter under those Rules, then the Body Corporate must;
 - (a) act reasonably in relation to that request; and
 - (b) respond within 7 days after receipt of that request.
- 44.2. Where the Body Corporate does not respond within 7 days either approving the request or rejecting the request (and providing reasons for the rejection of the request) the, despite any other provision of these rules (but subject to clause 44.3) the Body Corporate will be deemed to have consented to that request.
- 44.3. This clause 44 does not apply to any matter which requires a resolution of the members of the Body Corporate in order of the Body Corporate to consent.

45. BARBECUE

- 45.1. The following conditions apply to the use of the barbecue areas which must be observed by the Occupier of a Lot and persons under their control:
 - (a) private barbecues are not permitted on any other part of the common area;
 - (b) the hours of use of the barbecue are 7:00am – 10:00pm;
 - (c) the barbecue area must be left clean and neat when you are finished;
 - (d) the barbecue must be booked by the Building Manager before use at all times;
 - (e) guests to the barbecue area must be controlled at all times;
 - (f) all users of the barbecue area do so at their own risk.

46. SPA

- 46.1. The following conditions apply to the use of the spa areas which must be observed by the proprietor or occupier of a lot and persons under their control:
- (a) Children are not permitted in the spa areas;
 - (b) Glass objects, drinking glasses and sharp objects are not permitted in the spa areas;
 - (c) Alcohol and food are not permitted in the spa areas;
 - (d) The spa area are for use by residents and not more than two guests at any one time, although guests are to be accompanied by a resident at all times;
 - (e) Smoking is not permitted in the spa areas;
 - (f) For the hygiene of all users, you must shower prior to using the spa areas;
 - (g) Hours of use are 6:00am to 10:00pm;
 - (h) All users of the spa must always carry a towel and must dry off before leaving this area;
 - (i) Footwear must be worn to and from the spa areas;
 - (j) A proprietor or occupier of a lot and persons under their control must ensure that when in the spa area appropriate attire is worn at all times. Nudity is not permitted at any time.
 - (k) All users of the spa do so at their own risk.
 - (l) Mobile phones or any camera operated devices are not permitted in the spa areas.

47. CONVERSION OF RESIDENTIAL APARTMENT LOT 401C

- 47.1. The proprietor of Lot 401C may convert this Lot into a Residential Apartment in the future, based on the following agreed conditions:
- (a) The owner must obtain permits and approval for connections of services of the Lot to be connected to the Body Corporate services at the Lot Owner's cost. The Lot Owner must then rectify all walls and ceilings.
 - (b) Plans must be approved by the Body Corporate Engineers and Building Surveyor and all Structural & Essentials Services must comply with the Body Corporate Certificate of Occupancy at the cost of the Lot Owner. It is noted the Lot Owner can employ their own engineers and surveyors, but all works must have final sign-off by the Body Corporate engineers and building surveyor once the works have been completed.
 - (c) Prior to commencing works, the Lot Owner must sign building works agreement and pay \$10,000 Bond to the Body Corporate. All trades people who undertake the works are restricted to the hours of 9:00am to 5:00pm only. No after hours work or weekend work is permitted, unless approved in writing by the Body Corporate.
 - (d) Plans and Specifications must comply with the same noise rating as the rest of the apartments were designed to.
- 47.2. The Proprietor of Lot 401C may modify any structural elements of the building or membranes to the Lot to allow windows, skylights etc to be

installed, on the understanding that any modifications performed on any roof structure must be undertaken and signed off by the original building engineer, roofing contractor and membrane specialist to ensure no breach of warranty occurs in the future.

- 47.3. All services connected to, must be separately metered as per the original specifications other apartments were built to.

48. ROOF TOP AREA

- 48.1. A Proprietor or Occupier of a lot must comply with the rules controlling the use and operation of the roof top area (including hours of operation), as set out by the body corporate or managing agent from time to time. The initial Roof Top Area rules are as follows:
- (a) All users of the roof top area do so at their own risk;
 - (b) Children (under 18) are not permitted to use the roof top area at any time unless accompanied by an adult;
 - (c) Hours of use for the podium roof top are 7:00am to 9:00pm Sundays to Thursday and 7:00am to 11:00pm Fridays and Saturdays;
 - (d) The roof top area is for use by residents and no more than two guests at any one time, although guests are to be accompanied by a resident at all times;
 - (e) Smoking is not permitted in the roof top area;
 - (f) Appropriate attire must be worn at all times;
 - (g) Noisy or hazardous activities are not permitted in the roof top area;
 - (h) Users of the roof top area are not permitted to play music.
 - (i) Pets are not permitted in the roof top area at any time.
- 48.2. The Rooftop area of Chevron Green is only permitted to be used by a Proprietor or Occupier of a Lot within Chevron Green in compliance with rule 48.1.