

**CONSOLIDATED
OWNERS CORPORATION RULES**

CAPTAIN & CO
ST KILDA

76 BARKLY STREET, ST KILDA
OWNERS CORPORATION 1 & 2
PLAN OF SUBDIVISION No. PS 734521C

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In these rules, unless the context otherwise requires:

- headings are for convenience only;
- words imparting the singular include the plural and vice versa;
- words imparting a gender include any gender;
- a reference to a person includes a reference to the person's executors, administrators, successors, substitutes;
- an expression imparting a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority; and
- a reference to a thing includes part of that thing.

DEFINITIONS

- a) **“Act”** means the Owners Corporations Act 2006 (Vic).
- b) **“Building”** includes a structure and part of a building or a structure, walls, out buildings, service installations and other appurtenances of a building affected by the Owners Corporation.
- c) **“Building Manager”** means any Building Manager / caretaker appointed by the Owners Corporation.
- d) **“Building Works”** are any works, alterations, additions, removal, repairs, or replacement of:
 - i. Common Property structures, including Common Property walls, floors and ceiling enclosing Your Lot;
 - ii. Common Property services and other services to the Building;
 - iii. The internal walls inside Your Lot;
 - iv. The structure of Your Lot; and
 - v. Services provided to Your Lot.

Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot.

- e) **“Building Works Agreement”** means an agreement entered into between You and the Owners Corporation which outlines the conditions to apply with respect to Building Works.
- f) **“Committee”** means a Committee of the Owners Corporation appointed in accordance with the Act and where the context so allows a Sub-Committee.
- g) **“Common Property”** means the Common Property referred to on the Plan of Subdivision.
- h) **“Development”** means the development of the land situated at 76 Barkly Street, St Kilda.
- i) **“Grievance Committee”** means any grievance sub-committee appointed by the Owners Corporation Committee.
- j) **“Land”** includes buildings and airspace; being the whole of the land described in the Plan of Subdivision.
- k) **“Land affected by the Owners Corporation”** means the Lots of which the Owners for the time being are the Members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible.
- l) **“Land Owner and Developer ”** means in the land owner and also the developer for 76 Barkly Street, St Kilda being 76 Barkly Pty Ltd (ACN 163 904 247).
- m) **“Law”** means the provisions of any statute, Rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise.

- n) **“Lot”** means a part of the Land (except a road, a reserve or Common Property) shown on the Plan which can be disposed of separately and includes a Lot or accessory Lot on the registered Plan of Subdivision and a Lot or accessory Lot on a registered cluster plan.
- o) **“Lot owner”** means the registered proprietor of a Lot.
- p) **“Manager”** means the person for the time being appointed by the Owners Corporation as its manager.
- q) **“Member”** means owner of a Lot affected by the Owners Corporation.
- r) **“Occupier”** means any tenant, licensee or other person or persons occupying the Lot.
- s) **“Owners Corporation”** means an Owners Corporation that is incorporated by registration of Plan of Subdivision or a plan of strata or cluster subdivision.
- t) **“Plan”** or **“Plan of Subdivision”** means the Plan of Subdivision for the Development, being PS734521C.
- u) **“Regulations”** means the Owners Corporations Regulations 2007 (Vic).
- v) **“Resident”** means a Member, and/or Occupier residing in a Lot.
- w) **“Rules”** means the standard Rules, any additional Rules and model Rules of the Owners Corporation.
- x) **“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.
- y) **“Vehicle”** means a motor vehicle, including but not limited to a motorcycle, truck, trailer or bus.
- z) **“You”** or **“Your”** means a Member.

OBLIGATIONS & RESTRICTIONS

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 Owners Corporation 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 Land Owner and Developer and its related companies and their respective consultants, employees and agents to conduct marketing activities on the 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 or representative acting on behalf of Land Owner and Developer;
- (ii) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property; and
- (iii) allowing Land Owner and Developer representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display Lot.

NOTE:

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 You must permit the Owners Corporation, or any person authorised by the Owners Corporation, entry to Your Lot upon receiving written notification from the Owners Corporation of their intention to do so.
- 1.2 The Owners Corporation must ensure that all written notification of their intention to enter a Lot is in accordance with applicable Laws.
- 1.3 Subject to these Rules, the Owners Corporation can request entry to Your Lot or private courtyard (where applicable) for the purpose of inspecting and / or attending to the repair, maintenance of the external walls of the Common Property, cleaning of the windows and the external façade of the Common property which will require access to the roof of the building, or the maintenance or replacement of:
 - (a) The Lot or any balcony forming part of the Lot;
 - (b) Common Property; or
 - (c) Services.
- 1.4 Without limiting the effect of Rule 1.3, You acknowledge that the Owners Corporation or any person authorised by the Owners Corporation may require access to Your Lot or private courtyard (where applicable) to attend to the cleaning, maintenance and or repair of the exterior of the Building, including but not limited to the windows and glass finishing, and You are required to provide such access.
- 1.5 The Owners Corporation must use reasonable endeavours to minimise any disturbance caused to You, Your family, visitors and guests.
- 1.6 The Owners Corporation and / or its authorised personnel are to use their best efforts to cause as little inconvenience to You and / or Your invitees as is reasonable in the circumstances.

2 APPEARANCE OF A LOT

- 2.1 Without limiting any of these Rules You must not:
 - (a) Hang or permit to be hung any clothes or other articles on any balcony, 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) 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;
 - (c) Other than as permitted by the Owners Corporation, install or allow the installation of any:
 - i. Awnings; or
 - ii. Curtains, blinds or other window furnishings,

where such installations have the effect of changing the façade or external appearance of the Building;

(Note: Specifications for approved curtains, blinds and other window furnishings are as outlined in Schedule 1 of these Rules)

- (d) 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;
- (e) Install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation; or
- (f) Install any pipes, wiring, cables or the like to the external face of the Building.

2.2 A Member or Occupier of a Lot must not:

- (a) construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony without the prior written consent of the Owners Corporation (the Owners Corporation 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);
- (b) allow any balcony or other areas which forms part of any Lot including private open space courtyard areas to become unkempt, overgrown or unsightly, and when watering or cleaning, to ensure minimal disturbance to other Members and Occupiers;
- (c) allow any items to be bolted down on the balcony floor areas; or
- (d) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.

3 BEHAVIOUR BY MEMBERS AND OCCUPIERS

3.1 A Member 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 Member or Occupier of another Lot or of any person lawfully using Common Property;
- (b) obstruct the lawful use of Common Property by any person;
- (c) without limiting the generality of the foregoing, use of machinery, hammer drills or jack hammers in a Lot between the hours of 6.00pm and 8.00am on weekdays and on weekends and public holidays between the hours of 6.00pm and 9.00am;
- (d) make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation;
- (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;
- (f) use gymnasium equipment such as walking/running machines, weight stations, dumbbells etc., inside their Lot between the hours of 10.00pm and 7.00am;
- (g) allow the entry door or any other external door (other than a sliding door to a balcony) of any Lot to be physically restrained from closing in any way; or
- (h) permit any bicycle to be stored on balconies, private courtyard areas, and common property areas not designated for such use. Bicycles may only be stored in areas of the Common Property as designated by the Owners Corporation or its Manager for such purpose.

- 3.2 A Member 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 Common Property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property.
- 3.3 A Member or Occupier of a Lot must not smoke on Common Property areas; being the corridors, floor landings, foyer, lift, stairwells, carpark and other common property areas or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time.
- 3.4 A Member or Occupier of a Lot must not use or permit to be used in or on the Common Property, skateboards, scooters, rollers skates or roller blades.
- 3.5 A Member or Occupier of a Lot must not, nor permit consumption of alcohol or other beverages, or consume food, or the taking of glassware onto the Common Property i.e. lift, foyer areas, floor landings, carpark etc.
- 3.6 A Member or Occupier of a Lot must not, nor permit disposal of any rubbish, liquids etc. including cigarette butts or cigarette ash on to the Common Property or over their balcony.

4 BUILDING WORKS

- 4.1 A Member of a Lot must not undertake or allow an Occupant of their Lot to undertake any building or decoration works within or about or relating to a Lot except with the following requirements:
 - (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws including but not limited to, council by-Laws and regulations for the building works have been obtained and copies given to the Owners Corporation, and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
 - (b) the Member 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 Members;
 - (c) the Member of a Lot must at all times ensure that such works are undertaken in accordance with any guidelines prescribed by the Owners Corporation or the Manager; and
 - (d) the Member of a Lot must pay to the Owners Corporation any fee or bond set from time to time by the Owners Corporation as security for the performance by the Member of a Lot of its obligations under this Rule.
- 4.2 The Member of a Lot must not proceed with any such works until the Member:
 - (a) submits to the Owners Corporation plans and specifications of any works proposed by the Member 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;
 - (b) provides evidence or proof that any installation or work will not affect the structure of the building, noting also that most walls of Lots within the development are load bearing and therefore cannot be removed or altered without written evidence or proof that works will not affect the building structure;

- (c) provides evidence or proof that any installation or work will not affect the building services or the fire or acoustic ratings of any component of the building or of the Lot;
 - (d) provide evidence that any installation or work will not affect the external appearance of the building;
 - (e) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as is reasonable to enable the Owners Corporation to be satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the building, do not endanger the building and are compatible with the overall services to the building and the individual floors; and
 - (f) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to any condition imposed by the Owners Corporation including the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner or architect engaged by the Owners Corporation to consider such plans and specifications) be paid by the Member and such approval will not be effective until such costs have been paid.
- 4.3 The Member of a Lot must ensure that the Member or the Member's servants, agents and contractors undertaking such works comply with the property and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation has given 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.
- 4.4 Without limiting the generality of Rule 4.3, The Member of a Lot must ensure that the Member and the Member's servants, agents and contractors undertaking such works observe the following restrictions in respect to the works:
- (a) building materials must not be stacked or stored in the front side or rear of the Building;
 - (b) scaffolding must not be erected on the Common Property or the exterior of the Building;
 - (c) construction work must comply with all Laws of the relevant statutory and governmental authorities;
 - (d) the exterior of the Development and the Common Property must at all times be maintained in a clean, tidy and safe state; and
 - (e) construction vehicles and construction workers' vehicles must not be brought onto, or parked in or on the Common Property.
- 4.5 If the Owners Corporation grants approval for the works and if the Owners Corporation requires it, You must not proceed or permit any contractor or other third party to proceed with any Building Works until You have:
- (a) received written consent to the Building Works from the Owners Corporation;
 - (b) entered into a "Building Works Agreement" with the Owners Corporation with respect to the Building Works;

- (c) paid the Owners Corporation the nominated bond as determined by the Owners Corporation;
 - (d) caused to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation;
 - (e) delivered a copy of the contractor's all risk insurance policy and certificate of currency in respect to the policy to the Owners Corporation; and
 - (f) implemented appropriate measures to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from building operations to other Members or Occupiers.
- 4.6 The Building Works Agreement is to include directions of the Owners Corporation with respect to:
- (a) building operations;
 - (b) means of access to the Building and the Lot the subject of the Building Works;
 - (c) use of Common Property;
 - (d) on-site management and Building protection;
 - (e) hours of work;
 - (f) the supervision of the Member's or Occupier's contractors, servants or agents.
- 4.7 When carrying out Building Works the Member or Occupier must:
- (a) use qualified, reputable and where available, licensed contractors;
 - (b) carry out building works in a proper manner and to the satisfaction of the Owners Corporation;
 - (c) ensure works are in accordance with the Building Works Agreement;
 - (d) repair any damage in accordance with Rule 4.9;
 - (e) ensure that Your servants, agents and contractors, adhere to these Rules and in particular, to the terms and conditions of the Building Works agreement; and
 - (f) ensure that all contractors and / or tradesmen only use the area designated by the Owners Corporation for their entry and exit to the Building.
- 4.8 Access will not be available to other Lots on the Plan of Subdivision or the Common Property on the Plan of Subdivision for the installation and maintenance of services and associated building works without the written consent or licence of the Member of the relevant Lot or of the Owners Corporation in the case of Common Property.
- 4.9 The Member or Occupier of the Lot must immediately make good all damage to, and dirtying of the Development, the Common Property, the services thereof or any fixtures, fittings and finishes which are caused by such works and if the Member or occupier fails to immediately do so, or if the Member or occupier fails to do so within a reasonable period of time, the Owners Corporation may in its absolute discretion make good the damage and dirtying and in the that event:
- (a) the Member will indemnify and keep indemnified the Owners Corporation against any costs or liabilities by the Owners Corporation in so making good the damage and dirtying; and

- (b) the Owners Corporation may deduct the cost of making good the damage or dirtying from the bond amount provided to the Owners Corporation pursuant to Rule 4.1(d) and shall be entitled to seek reimbursement of the balance of its costs as a debt due from the Member.

5 CLEANING OF A LOT

- 5.1 A Member or Occupier of a Lot must keep all internal or external balconies and any other areas which form part of the Lot, clean, tidy, well maintained and in good repair.
- 5.2 A Member 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 Owners Corporation 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 Member or Occupier safely or at all.

6 CARPARK – USE OF STACKERS

6.1 Maintenance

Lots G01, G02, G03, G05, G06, G07, G08, 101, 102, 103, 104, 105, 106, 107, 108, 203, 204 and 205 in Owners Corporation 2 on the Plan of Subdivision (PS734521C) have car spaces accessed by car stackers. The stackers are contained partly within common property and private property. The ownership, maintenance, service and running costs of the stackers are the responsibility of the respective lot owners.

Owners Corporation 2 on the Plan of Subdivision (PS734521C) has resolved by special resolution pursuant to section 12 of the Owners Corporations Act 2006 to provide a service to the owners of lots with car stackers. That service is to repair, service and maintain the car stackers. The costs associated with providing service and maintenance is to be shared on an equal basis based on the number of spaces provided. The costs of providing repairs is to be shared by the two lots (where applicable) that jointly own the car stacker that requires repair.

6.2 Induction

A Member or Occupier of a Lot must ensure they undergo an induction process prior to the use of the car stackers. Arrangements for the induction must be made by the member or occupier via the Strata Manager or another provider at the direction of the Strata Manager. Payment of costs associated with the induction process will be the responsibility of the respective Lot owner.

6.3 Damage

The owner/s of a lot or lots containing a car stacker will be responsible for the cost of any repairs required due to misuse, impact by vehicle, or an oversize vehicle attempting to utilise the stacker.

7 COMMON PROPERTY - DAMAGE TO

7.1 Subject to the Rules, You must not:

- (a) Damage or deface;
- (b) Mark or paint;
- (c) Drive nails or screws into;
- (d) Alter; or

(e) Do anything of a like nature to any Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation without first obtaining written consent of the Owners Corporation.

7.2 Any consent given by the Owners Corporation to:

- (a) Damage or deface;
- (b) Mark or paint;
- (c) Drive nails or screw into;
- (d) Alter; or
- (e) Do anything of a like nature to

Common Property does not permit You to make any additions to the Common Property and may also state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

7.3 You must:

- (a) Notify the Owners Corporation of any damage or defect in the Common Property; and
- (b) Compensate the Owners Corporation for any damage caused by You or persons in Your control to any Common Property or personal property vested in the Owners Corporation.

7.4 Subject to these Rules, You are not prevented from installing:

- (a) Any locking or safety device for protection of Your Lot against intruders or to improve safety within Your Lot;
- (b) Any screen or other device to prevent entry of animals or insects on the Lot subject to the screen or other device is soundly built and is consistent with the colour, style and materials of the building;
- (c) Interior blinds subject to such meeting specifications approved by the Owners Corporations, the specifications being as outlined in Schedule 1 of these Rules;
- (d) Any structure or device to prevent harm to children.

7.5 Any installation permitted by these Rules must:

- (a) Be soundly built and meet acoustic standards as approved by the Owners Corporation;
- (b) be installed in a proper manner so as not to diminish or interfere with the integrity of the Building;
- (c) Have an appearance, after installation, which is consistent with the colour, style and materials of the Building;
- (d) Comply with the Manager's stipulations from time to time; and
- (e) Not affect the Owners Corporation's insurance policy.

7.6 Subject to these Rules, You must:

- (a) Maintain and keep in a state of good and serviceable repair, any installation referred to in Rule 7.4 that forms part of the Common Property and that services the Lot; and

- (b) Immediately repair any damage caused to any part of the Common Property by the installation or removal of the installation that forms part of the Common Property and that services the Lot.

8 COMMON PROPERTY - INTERFERENCE WITH

8.1 A Member or Occupier of a Lot must not:

- (a) without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;
- (b) without the written authority of the Owners Corporation or its Manager, interfere with the operation of any equipment installed on the Common Property;
- (c) modify any ventilation system or associated ducting, or any other building service servicing that Lot without the prior written consent of the Owners Corporation;
- (d) enter into or permit any person to enter into any plant room, machine housing or the waste disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, board control, communication system (except telephone connections), electricity or gas in or on the Common Property without the consent of the Owners Corporation;
- (e) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
- (f) operate, or permit to be operated, on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building; or
- (g) paint or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot.

9 COMMON PROPERTY - RESTRICTED USE OF

9.1 The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards, and without limitation may also:

- (a) close off any part of the 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 Members or Occupiers of any part of the Common Property;
- (b) permit, to the exclusion of Members and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- (c) restrict by means of key or other security device the access of Members or Occupiers;
- (d) restrict by means of key or other security device the access of the Members 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 Member is in arrears in payment of Owners Corporation levies or other amounts due under these Rules in excess of 6 months.

- 9.2 A Member or Occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with Rule 9.1.

10 COMMON PROPERTY - SECURITY OF

- 10.1 A Member or Occupier of a Lot must not do anything, which may prejudice the security or safety of the Common Property.
- 10.2 A Member or Occupier of a Lot must not allow persons to follow them through the security doors to the property or to common areas.

11 COMMON PROPERTY - USE OF

- 11.1 A Member or Occupier of a Lot must not use or permit a Lot affected by the Owners Corporation 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 Member or Occupier.
- 11.2 A Member 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 Members or Occupiers of Lots or their families or visitors.
- 11.3 A Member or Occupier of a Lot must not use for his or her own purposes as a garden any portion of the Common Property, unless the Owners Corporation has provided its written consent.
- 11.4 The Owners Corporation may as a condition of its consent under rule 11.3, specify a period for which the consent is granted.

12 COMPENSATION TO OWNERS CORPORATION

The Member or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees.

13 COMPLAINTS AND APPLICATIONS

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

14 COMPLIANCE WITH RULES BY INVITEES

- 14.1 A Member or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Member or Occupier comply with these rules.
- 14.2 A Member 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.
- 14.3 A Member or Occupier of a Lot must ensure that contractors/tradesmen as appointed by them only use the area specifically designated by the Owners Corporation for entry and exit to the building.

15 COMPLIANCE WITH LAWS

- 15.1 A Member or Occupier of a Lot must, at the Member'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.
- 15.2 A Member or Occupier of a Lot must not use the Lot or permit a lot affected by the Owners Corporation 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 Member or Occupier of a Lot or their respective invitees.

16 CONDUCT OF MEETINGS

The conduct of meetings of the Owners Corporation shall otherwise be regulated in accordance with the Act and Regulations.

17 CONSENT OF OWNERS CORPORATION

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

18 DISPUTE RESOLUTION

- 18.1 The grievance procedure set out in this Rule applies to disputes involving a Member, Manager, or an Occupier or the Owners Corporation.
- 18.2 The party making the complaint must prepare a written statement in the approved form.
- 18.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 18.4 If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 18.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 18.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 18.7 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 Act.
- 18.8 This process is separate from and does not limit any further action under Part 10 of the Act.

19 FIRE CONTROL

- 19.1 A Member or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency.
- 19.2 A Member or Occupier of a Lot must not obstruct any fire stairs or fire escape.

19.3 A Member or Occupier of a Lot must not allow the fire safety equipment, e.g. smoke detectors as installed in respect to their Lot, to become non-operational. The Member 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.

- 19.4 To avoid False Alarm Call Outs by the Fire Brigade, a Member or Occupier of a Lot must not:
- (a) smoke on Common Property, including the corridors, floor landings, foyer, lifts and stairwells or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time;
 - (b) open their apartment door leading to the lobby in non dangerous instances to eliminate the resulting smoke from their Lot (i.e. such as smoke from burning toast or other food). Only windows should be opened to allow smoke to escape in non dangerous situations;
 - (c) open the door to their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
 - (d) utilise fire hoses except in the case of an emergency; or
 - (e) leave open the entry door to their Lot whilst having building works undertaken.

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

20 HEALTH SAFETY & SECURITY

A Member or Occupier must not use the Lot, or permit it to be used, so as to cause hazard to the health, safety and security of a Member, Occupier, or user of another Lot.

21 INFECTIOUS DISEASES

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 Member or Occupier 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 Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

22 INSURANCE PREMIUM

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

23 LOTS – CHANGE OF USE OF LOTS

A Member or Occupier of a Lot must give written notification to the Owners Corporation if the Member 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.

24 LAND OWNER AND DEVELOPER

24.1 Notwithstanding anything to the contrary herein contained, so long as Land Owner and Developer 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 chargee of Land Owner and Developer has an interest in any Lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against Land Owner and Developer or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Land Owner and Developer, its mortgagee or chargee 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.

24.2 Land Owner and Developer and its equity partners, if any, its mortgagees or chargees shall be and are by this rule, authorised by each and every Owners Corporation 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;
- (b) Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
- (c) Exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
- (d) Erect for sale promotional advertising or other signs as Land Owner and Developer may require on any part of the Common Property;
- (e) Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Land Owner and Developer or its mortgagee or chargee thinks fit;
- (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.

24.3 The Owners Corporation will, within 7 days of being requested by Land Owner and Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable Land Owner and Developer or its mortgagee to complete the development.

25 MANAGEMENT AND ADMINISTRATION

Metering of services and apportionment of costs of services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Member or Occupier that is more than the amount that the supplier would have charged the Member or Occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners corporation cannot recover from the Member 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 Member or Occupier from the relevant supplier.

- (c) Subrule (b) does not apply if the concession or rebate:
 - (i) must be claimed by the Member or Occupier and the Owners Corporation has given the Member or Occupier an opportunity to claim it and the Member or Occupier has not done so by the payment date set by the relevant supplier; or
 - (ii) is paid directly to the Member or Occupier as a refund.

26 MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS)

- 26.1 A Member 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 Owners Corporation or its Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present.
- 26.2 A Member 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 directions of the Owners Corporation, the Manager or the Manager's representative.
- 26.3 Without limiting the generality of the foregoing Rules, a Member or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the Owners Corporation.
- 26.4 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building without the approval of the Owners Corporation and making prior arrangements with the Manager (minimum of 3 days notice must be given, otherwise use of the lift will be prohibited).
- 26.5 A Member 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 Owners Corporation; permitted hours are between 7:30am to 12:00noon and 1:00pm to 5:30pm (Monday to Friday). All moves must be completed by 5:30 pm.
- 26.6 A Member or Occupier of a Lot must ensure no damage is sustained to the common property when moving articles, furniture and/or goods through the entry foyer, lift and to their apartment.
- 26.7 A Member or Occupier of a Lot must not leave any waste from moving of furniture and/or goods in any of the Common Property areas. Cartons and packing crates must be placed in the rubbish room or the location as specifically designated by the Owners Corporation for that purpose.

27 OWNERS CORPORATION CERTIFICATE

- 27.1 Application to the Owners Corporation for a Owners Corporation Certificate must be made in writing, and accompanied by the appropriate fee per Common Property. On receipt of the application and the appropriate fee, the Owners Corporation must issue a Certificate in the approved form in accordance with the Act and Regulations.
- 27.2 Any Member who sells a Lot must advise the Owners Corporation of the sale, and the name and address of the new owner or their solicitor within one month of settlement.

28 PETS AND ANIMALS

- 28.1 A Member or Occupier of a Lot must not keep any animal on the Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.
- 28.2 A Member 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 Property areas including the internal roof top terrace.
- 28.3 A Member or Occupier of a Lot must ensure that any animal belonging to them or in his or her control is restrained and on a leash at all times whilst on the Common Property.
- 28.4 If an 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 Member or Occupier who is keeping the animal.
- 28.5 A Member or Occupier of a Lot who is keeping an animal that is the subject to a notice under subrule 28.4 must remove that animal.
- 28.6 Subrules 28.4 & 28.5 do not apply to an animal that assists the Member or Occupier with an impairment or disability.

29 RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS

The Member of a Lot shall pay on demand by the Owners Corporation, all legal costs on a solicitor-own client basis which the Owners Corporation 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 Owners Corporation contribution fees.

30 RESTRICTIONS – CONDUCTING TRADE

The Member 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 for periods in excess of three months) 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.

31 SECURITY KEYS

- 31.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member or Occupier. If the Owners Corporation restricts the access of the Members and Occupiers under Rule 9 of these rules, the Owners Corporation may make the number of Security Keys as it determines available to Members or Occupiers free of charge
- 31.2 A Member 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 Member or the Owners Corporation.

- 31.3 A Member or Occupier of a Lot in possession of a Security Key must not, without the Owners Corporation'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 Member or Occupier and it is not to be disposed of otherwise than by returning it to the Member or the Owners Corporation.
- 31.4 A Member or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key as issued to them is lost, stolen or destroyed.
- 31.5 The costs of replacing any Security Key or any security device which is issued to the Member or Occupier of a Lot, will be at that Member's or Occupier's cost.

32 SIGNS, BLINDS AND AWNINGS

- 32.1 You must not:
- (a) Erect or fix any sign or notices to the exterior of Your Lot or on any part of Common Property where it can be viewed from an exterior position; or
 - (b) Erect any "for sale" or "for lease" boards on the exterior of Your Lot or any part of Common Property or any part of the exterior of the Building.
- 32.2 A Member or Occupier of a Lot must not install or permit the installation of any awnings other than as permitted by the Owners Corporation.
- 32.3 A Member or Occupier of a Lot must not install any curtains, blinds or other window furnishings on the interior of any windows forming part of any Lot other than as permitted by the Owners Corporation.

Note: Specifications for curtains, blinds and other window furnishings are as outlined in Schedule 1 of these Rules.

33 STORAGE OF BICYCLES

- (a) A Proprietor or Occupier of a Lot must not permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks.
- (b) A Property or Occupier of a Lot must not permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas including private courtyards, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or its Manager from time to time.
- (c) A Proprietor or Occupier of a Lot cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the common property of the Building, except to the extent that such loss or damage is caused by the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager/Caretaker.

34 STORAGE OF FLAMMABLE LIQUIDS

- 34.1 A Member or Occupier of a Lot must not:
- (a) except with the written consent of the Owners Corporation, use or store on a Lot, 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

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

35 SUPPORT AND PROVISION OF SERVICES

35.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member 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.

35.2 A Member or Occupier of a Lot must not install a safe weighing greater than 20kg in a Lot without submitted to the Owners Corporation a structural engineering report in respect of the proposed installation and receiving written consent of the owners corporation that the installation can take place.

35.3 A Member or Occupier of a Lot must acknowledge that any Owners Corporation in the Development may share amongst the Members in that particular Owners Corporation, the costs of supply and maintenance of any gas facility or power facility required for the whole of that Owners Corporation 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.

36 WASTE DISPOSAL

36.1 You 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.

36.2 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.

36.3 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the depositing of garbage, but otherwise You must comply with the following directions:

- (a) Glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
- (b) Recyclable items being without limitation, paper, cardboard and plastic, must be placed in the area designated by the Owners Corporation;
- (c) All cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
- (d) All other garbage must be drained and securely wrapped in small parcels and taken to the waste area situated on the Common Property. Measures to avoid seepage/spillage during transport to the waste area must be taken by Members and Occupiers.

37 WIND / WEATHER

- 37.1 A Member or Occupier of a Lot must ensure when departing their Lot, 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. During periods of high winds all loose items are also to be removed from balconies.
- 37.2 During periods of high winds, a Member or Occupier of a Lot must ensure that all loose items are removed from balconies, including any light weight furniture, and that doors and windows are tightly closed, to minimise the likelihood of risk and damage to surrounding people or property.
- 37.3 The Member or Occupier of the Lot are advised that the glazed screens / windows may under certain circumstances of high winds vibrate or generate noise.

38 USE OF APPURTENANCES

- 38.1 A Member or Occupier of a Lot must not use the water closets, conveniences and other water apparatus, including waste 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 Member/Occupier found to be responsible for the damage or blockage.

CAPTAIN & CO
ST KILDA

76 BARKLY STREET, ST KILDA
SPECIFICATIONS FOR WINDOW FURNISHINGS

Any window furnishing that is viewable from the outside of the building must follow the specifications as detailed below to ensure compliance of the Owners Corporation Rules for 76 Barkly Street, St Kilda (PS734521C).

Note that the proposed selection is to limit the colour selection for the blinds to light colours i.e. white or off-white. This is to maintain consistency architecturally.

The proposed selection is as follows:

1 Sunscreen roller blinds - (translucent mesh) 'e screen'

Colour of translucent mesh to be equal to 'Snow' in colour or similar i.e. cream or off-white. The base rail is also to be similar to the blind in colour i.e. cream or off-white.

2 Blackout roller blinds

Any colour internally is acceptable as long as the backing of the blackout is 'Spritz' in colour or similar i.e. cream or off-white. The base rail is also to be similar to the blind in colour i.e. cream or off-white.

3 Other window furnishings i.e. curtains etc

Any colour internally is acceptable as long as the backing of the blackout is 'Spritz' in colour or similar i.e. cream or off-white.