

Owners Corporation Special Rules

**Owners Corporation No. 1 (“OC 1”) on
PS 711378J**

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1. Preface

This document comprises the rules of Owners Corporation as approved by a special resolution of the Owners Corporation pursuant to section 138 of the Act.

These rules may not provide for a matter which is provided for in the model rules prescribed from time to time pursuant to section 139 of the Act. If this is the case, then these rules will be deemed to include the provisions of the model rules relating to such a matter.

2. Definitions and interpretation

2.1 Definitions

In these rules:

Act means *Owners Corporations Act 2006 (Vic)*, or any subsequent amendments, additions or substitutions that may be enacted from time to time;

Building means the building constructed on the Land and includes a structure and part of a building or a structure, walls, out-buildings, service installations and other appurtenances of that building;

Church means the Coptic Orthodox Church Diocese of Melbourne and Affiliated Regions;

Common Property means the area shown as Common Property No. 1 (CP No. 1) and Common Property No. 2 (CP No 2) on Plan of Subdivision PS 711378J;

Easement has the meaning given to the term pursuant to rule 7.1(a).

Essential Services means any of transport, fuel, light, power, water, sewerage or any service (whether of a type similar to the foregoing or not) specified from time to time by the Victorian Governor in Council;

Government Agency means any unit of any government of Victoria or Australia and includes any Council, the State Government of Victoria, the Government of Australia and any of the branches and/or units within such governments or any body delegated power by such governments;

Land means the whole of the land contained in the Plan;

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;

Manager means the building manager or the manager appointed by the Owners Corporation;

Occupier means any tenant, licensee, visitor, contractor engaged by a Proprietor or any other person or persons occupying a Lot;

Owners Corporation means Owners Corporation No 1 on the Plan of Subdivision 711378J;

Occupier means any tenant, licensee or other person or persons occupying the Lot;

Plan or Plan of Subdivision means plan of subdivision PS 711378J;

Proprietor means an owner of a Lot affected by the Owners Corporation;

Rules means these rules and any rules adopted by the Owners Corporation from time to time.

Rules of Use means the rules of use reasonably set by the Manager from time to time.

Security Access Key means a key, magnetic swipe card/fob or other device used to open and close doors, gates or locks for all Common Property areas.

2.2 Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words importing the singular include the plural and vice versa;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority; and
- (d) a reference to a thing includes part of that thing.
- (e) The obligations and restrictions in these rules must be read subject to the rights, grants or privileges that may be given to any person or 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.
- (f) where examples of items are provided within these Rules these are provided for guidance only and are not to be considered exhaustive.

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.

3. Compliance with Rules and Rules of Use

- 3.1 A Proprietor must comply with these Rules and must ensure that any Occupier of that Proprietor's Lot complies with these Rules.
- 3.2 A Proprietor must comply with all directions and Rules of Use set by the Manager or the Owners Corporation from time to time and must ensure that any Occupier of that Proprietor's Lot, complies with all such directions and Rules of Use. A breach of any directions or Rules of Use will constitute a breach of these Rules.
- 3.3 A Proprietor uses the Common Property at their own risk.
- 3.4 The Proprietor must pay, within 7 (seven) days of Notice from the Owners Corporation, the costs incurred by the Owners Corporation in relation to:
 - (a) remedying any breach of these Rules; and
 - (b) any damage caused by any breach of these Rules by a Proprietor or an Occupier of the Proprietor's Lot, licensee, invitee or contractor of the Proprietor.

4. Access to Lots

- 4.1 Except in the case of an emergency (in which case no notice shall be required) upon five (5) days notice in writing the Owners Corporation 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 Proprietor in cases where such leakage or defect is due to any act or default of the Proprietor or an Occupier). The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

5. Compliance with Laws

- 5.1 A Proprietor must at the Proprietor's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Governmental Agency including but not limited to the terms (so far as they are applicable to a Proprietor or Occupier of a Lot) of any agreement under section 173 of the *Planning and Environment Act 1987* (Vic) affecting the Lot or the Common Property.
- 5.2 A Proprietor or Occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Proprietor, Occupier of a Lot or their agents or invitees.
- 5.3 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure that they are their invitees:
- (a) comply with these Rules; and
 - (b) use the Lot only for residential purposes (with the exception of Lot S2 on the Plan of Subdivision) as permitted under the City of Melbourne Planning Scheme.

6. Notification

- 6.1 Each Proprietor must advise the Manager of an out of normal business hours contact address and telephone number of the Proprietor and each occupant of the Proprietor's Lot or any part of it and must promptly advise the Manager of any change in such address or telephone number.

7. Right of Way

- 7.1 Proprietors and/or Occupiers of a Lot agree and acknowledge that:
- (a) Without limiting the rights of the Owners Corporation under section 12(2) for the *Subdivision Act 1988* (Vic), they agree to grant an easement of way ("**Easement**") over the Lots for purposes including the Owners Corporation gaining access to the plant and service areas and any service pipe or ducts located in the Lots or the facade (for cleaning maintenance or repairs purposes) which is for the benefit of each Lot and the Common Property and is necessary for the reasonable use and enjoyment of the Lot and the Common Property by Proprietors and Occupiers of Lots:
 - (b) They must allow the Owners Corporation and its respective employees agents, licensees, visitors and contractors to use the Easement for the purpose of gaining

access to the plant and service areas and any service pipes or ducts located in the Lots without interruption and disruption; and They must not unreasonably interfere with or prevent the use of the Easement.

8. Owners Corporation Fees

- 8.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid quarterly in advance by each Proprietor according to his Lot liability or as otherwise directed by the Owners Corporation or the Manager.
- 8.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

9. Support and provision of Services

- 9.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, 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 which results in:
- (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 altered, changed or impaired; or
 - (c) the passage or provision of services through the Lot or the Common Property is interfered with.
- 9.2 A Proprietor or Occupier of a Lot must not install a safe in a Lot without the written consent of the Manager and before submitting to the Manager a structural engineering report in respect of the proposed installation.
- 9.3 The Owners Corporation may share among the Proprietors in the Owners Corporation the costs of supply, consumption and maintenance of any gas facility or power supply required for heating or cooling the Lots to:
- (a) a Lot of Lots;
 - (b) a car parking space;
 - (c) a storage space; or
 - (d) any other area of the Common Property.
- Where any Lot is not separately metered in relation to any such service, then the Proprietor must pay the Owners Corporation in its annual fee a proportion of such service and supply charges relating to the relevant Lot calculated by the Manager on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly by the service and by no other reference.
- 9.4 For the avoidance of doubt, the Owners Corporation Manager reserves its rights pursuant to section 49(2) of the Act.

10. Behaviour by Proprietors and Occupiers

- 10.1 A Proprietor or Occupier of a Lot must not:
- (a) create any undue noise, odours, vibrations or behave in a manner likely to interfere with the peaceful 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) use machinery hammer drills or jack hammers in a Lot between the hours of 5:00 pm and 8:00 am on weekdays and on weekends; or
 - (d) make or permit to be made any undue noise in or about the Common Property or any Lot; or
 - (e) allow the entry door or any other external door (other than a sliding door to a balcony) of any Lot or on Common Property to be physically restrained from closing in any way; or
 - (f) permit any bicycle to be stored on balconies;
 - (g) allow bicycles to be stored in other than the areas of the Common Property designated (if any) by the Owners Corporation or its Manager for such purpose; or
 - (h) make or permit to be made noise from music, appliances or otherwise between the hours of 11.00 pm to 8:00 am Monday to Friday and from midnight to 8.00 am Saturday and Sunday which may be heard outside the Proprietor's Lot or which would otherwise be in breach of the *Environment Protection Act 1970 (Vic)* or the *Environment Protection (Residential Noise) Regulations 2008 (Vic)*; or
 - (i) use any condenser clothes dryer on a Lot; or
 - (j) contravene the fire regulations by installing unapproved dead locks or peep holes on its Lot that would void the Owners Corporation insurance policy. Any additional security device(s) installed must be approved by Owners Corporation.
- 10.2 A Proprietor or Occupier of a Lot when on Common Property (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 Proprietor or Occupier of another Lot or to any person lawfully using Common Property.
- 10.3 A Proprietor or Occupier of a Lot must not smoke or consume alcohol on any part of the Common Property including but not limited to the stairwells, lifts, foyers and carpark forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or the Manager may designate from time to time.
- 10.4 A Proprietor or Occupier of a Lot must not use or permit to be used in or on the Common Property, tricycle, scooters, motor scooter, bicycles, skateboards, rollers skates, roller blades or the like. Such items may be used and/or parked in such parts of the Common Property as the Owners Corporation or the Manager may designate from time to time.
- 10.5 A Proprietor or Occupier of a Lot must not permit the disposal of cigarette butts, cigarette ash or any other type of rubbish over their balconies/terrace, windows and on any Common Property.
- 10.6 A Proprietor or Occupier of a Lot must not use their balcony/terrace without consideration for surrounding properties (particularly with respect to noise, behaviour and appropriate clothing).

11. Air Conditioning and Heating

- 11.1 A Proprietor or Occupier of a Lot must not install, maintain and operate an air-conditioning or heating unit to service the Lot which:
- (a) is of a design which has not been approved by the Owners Corporation in writing prior to installation. All requests must be put in writing to the Owners Corporation and approval, if any will be subject to terms and conditions set by the Owners Corporation;
 - (b) when operated, damages, affects or interferes with the operation of the Common Property; or
 - (c) emits noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of the Common Property or other Lots.

12. Plants

- 12.1 A Proprietor who has plants on its Lot, whether on a balcony, terrace or otherwise must:
- (a) ensure that the plants are properly maintained and securely fixed or tethered; and
 - (b) refrain from watering the plants and the soil in such pots in such a way that water may escape onto the Lot, Common Property or other Lots.

13. Cleaning of Building

- 13.1 Each Proprietor or Occupier must allow the Owners Corporation's window and building cleaners access through and to the balconies and terraces on a Lot at all times as required by the Owners Corporation window and building cleaners for the purpose of cleaning the facade of the building.
- 13.2 Proprietors or Occupiers of Lots where anchor points are located must provide access with notice or without notice should notice not be able to be given in an emergency.
- 13.3 Each Proprietor or Occupier must regularly clean and keep clean the balconies and terraces of their Lot and any of their windows and glass doors which are accessible to them.

14. Leasing or Licensing a Lot

- 14.1 If a Proprietor allows another person to occupy any part of their Lot the Proprietor must:
- (a) provide that person with an up to date copy of these Rules;
 - (b) ensure that person and their visitors and invitees comply at all times with these Rules;
 - (c) take all action available to the Proprietor to ensure compliance with these Rules.

15. Cleaning and Maintenance of a Lot (including windows)

- 15.1 A Proprietor or Occupier of a Lot must keep that Lot clean and in good repair.
- 15.2 A Proprietor or Occupier of a Lot must keep any balcony/terrace within their Lot clean, tidy and well maintained.

- 15.3 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, unless the glass in windows and doors on the boundary cannot be accessed by the Proprietor or an Occupier safely or at all.
- 15.4 For the avoidance of doubt, a Proprietor or Occupier of a Lot must comply with sections 48, 49 and 50 of the Act.

16. Damage to Common Property

- 16.1 A Proprietor or Occupier of a Lot must not mark, paint or the like, or otherwise damage or deface, any structure/area that forms part of the Common Property without the approval in writing from Owners Corporation.
- 16.2 A Proprietor or Occupier of a Lot must promptly notify the Manager on becoming aware of any damage or defect in the Common Property.

17. Car Parking spaces

- 17.1 A Proprietor or Occupier of a Lot must not use a car space for any purposes other than for parking of vehicles without first obtaining the written approval of the Owners Corporation.
- 17.2 A Proprietor or Occupier of a Lot must not in any way obstruct any of the access aisles in the carpark.
- 17.3 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, entrance or access to a Lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation.
- 17.4 A Proprietor or Occupier of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle or bicycle other than within parking spaces owned by the Proprietor of that Lot.
- 17.5 A Proprietor or Occupier reserves the right to remove any offending vehicles, trailer or motor cycles or bicycle which have been illegally parked in their private car parking space or parked without their authority. Cost of removal will be at the cost of the Proprietor/Occupier of the property removed.
- 17.6 The Owners Corporation Manager reserves the right to remove offending vehicles, trailers or motor cycles which have been parked on Common Property or protruding onto Common Property as to cause a nuisance and/or blocking pathway access and/or in breach of the *Occupational Health & Safety Regulations 2007* or causing interference with access to essential services referable to the Building (including but not limited to emergency fire access doors).
- 17.7 The Manager reserves the right to engage the services of a third party for the services of car parking services manager to monitor and attend to car parking matters on behalf of the lot owners who have car parking spaces.
- 17.8 A Proprietor or Occupier of a Lot must ensure their car parking space(s) is clean and free of oil marks/stains and like substances. The Owners Corporation reserves its right to clean any car parking space that is part of a Lot and charge the Proprietor for the cost incurred. The Owners Corporation will give the Proprietor a minimum of fourteen days (14) days notice of its intention to do such cleaning, except in case of emergency, in which case no notice will be required.

- 17.9 A Proprietor or Occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or on their Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains on their Lot and/or other part of the Common Property.
- 17.10 A Proprietor or Occupier of a Lot must not grant an occupation right in relation to a car parking space to any person other than another Proprietor or Occupier.

18. Move Ins/outs (including furniture or goods)

- 18.1 Including any tenant or licensee of that Lot, 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 giving the Owners Corporation or the Manager 48 hours written notice prior to their move to enable a representative of the Owners Corporation or the Manager to be present.
- 18.2 If moving an article (including furniture and/or goods) over or through Common Property is likely to cause damage to or obstruct Common Property, a Proprietor or Occupier of a Lot may only move such article in accordance with directions of the Owners Corporation, the Manager.
- 18.3 The Proprietor or Occupier of the Lot may only move articles (including furniture and/or goods) via the lifts, lobbies or other areas specifically designated by the Owners Corporation or the Manager for loading and unloading.
- 18.4 A Proprietor or Occupier of a Lot must not move articles, furniture and/or goods in and out of the building without prior arrangement with the Manager (minimum of 48 hours notice must be given otherwise use of the lift will be denied).
- 18.5 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. Permitted hours are between 8:00 am and 4:00 pm (Monday to Friday). Any moves outside these hours are at the discretion of the Manager. A Proprietor or Occupier of a Lot may not move articles, furniture and/or goods in and out of the building on Saturday, Sunday or Public Holiday, unless prior approval from the Manager has been obtained. All moves must be completed by 4:00 pm.
- 18.6 Including any tenant or licensee of that Lot, a Proprietor or Occupier of a Lot must fill in a Moving In/Moving Out Form and/or a Delivery of Goods Form which can be obtained from the Manager.
- 18.7 A Proprietor or Occupier moving articles, furniture and/or goods in or out of a Lot will be liable to the Owners Corporation for and indemnifies the Owners Corporation against any damage caused to any property in the Building including Common Property in doing so. Where a Proprietor or Occupier damages the common property in the Building by moving articles, furniture and/or goods in or out of a Lot, the cost of repairing that damage must be paid by the Proprietor of the Lot to the Owners Corporation within 14 days of receiving the invoice for rectification works.
- 18.8 Including any tenant or licensee of that Lot, if required by the Manager, a Proprietor or Occupier of a Lot must provide a bond to the Manager as specified in the Moving In/Moving Out Form and/or a Delivery of Goods Form. The bond is to be provided to the Manager prior to any move in/move out and/or delivery of any goods and will be returned to the Proprietor or Occupier once Manager has conducted an inspection and is satisfied that no damage has occurred to the common property area as a result of the move.
- 18.9 If there is damage to the common property as a result of the moving in/moving out or delivery of goods, then the cost of repair is to be borne by that Proprietor or Occupier and the bond will not be returned to the Proprietor until such repair has been paid for. If the bond is not

sufficient to cover the costs of rectifying the damage, the Manager can recover the costs of rectifying the damage from that Proprietor.

- 18.10 A Proprietor or Occupier of a Lot must not leave any waste, packaging, wrappers, boxes and the like from move in/out of furniture and/or goods in or on any of the Common Property in or around the Building. All such waste, packaging, wrappers and the like must be taken away by the Proprietor or Occupier after the move.
- 18.11 A Proprietor or Occupier of a Lot must not place anything, including but not limited to:
- (a) decorative items; or
 - (b) stack storage items of furniture;
- closer than 500mm to a sprinkler which would have the effect of hindering its operation.

19. Interference with Common Property

- 19.1 A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 19.2 A Proprietor or Occupier must not place any personal items on Common Property for the purpose of decorating the Common Property without the written approval of the Manager.
- 19.3 A Proprietor or Occupier of a Lot must not interfere with the operation of any equipment installed on the Common Property.
- 19.4 A Proprietor or Occupier of a Lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation, which must not be unreasonably withheld.
- 19.5 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.
- 19.6 A Proprietor or Occupier of a Lot must not enter into or permit any person to enter into any plant room, machine housing or the waste disposal room, electricity switch room, machinery room (without the consent of the Owners Corporation) or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas, or heating or cooling controls so as to interfere with any installations or services in or on the Common Property without the consent of the Owners Corporation.
- 19.7 A Proprietor or Occupier of a Lot must not place anything, including decorative items or stack storage items or furniture closer than 500 mm to a fire sprinkler so as not to hinder its operation.

20. Security of Common Property

- 20.1 A Proprietor or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

- 20.2 A Proprietor or Occupier of a Lot must not allow persons unknown to or un-accompanied by them to follow them through the security doors or carpark to the lobby or any other Common Property.
- 20.3 All visitors/guests must be accompanied by the Proprietor or Occupier when on Common Property.

21. Notification of defects

- 21.1 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation, the Manager on becoming aware of any damage to or defect in the Common Property and/or Common Property facility.

22. Compensation to Owners Corporation

- 22.1 A Proprietor or Occupier of a Lot must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

23. Restricted use of Common Property

- 23.1 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. Without limitation, the Owners Corporation may, to the extent necessary to ensure the security and to preserve the safety of the Common Property only:
- (a) close off any part of the Common Property not required for access to a Lot on a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the Common Property;
 - (b) permit, to the exclusion of Proprietors 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 Proprietors or Occupiers;
 - (d) restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the Lots to any other level of the Lots.

24. Security Access Keys

- 24.1 The Owners Corporation will charge a fee for any additional Security Access Key required by a Proprietor or Occupier.
- 24.2 A Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Access 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 Access Key to the Proprietor, the Owners Corporation or the Manager when it is no longer required by the Occupier of the relevant Lot.

- 24.3 A Proprietor or Occupier of a Lot in possession of a Security Access Key must not duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Access 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 to the Proprietor, or the Owners Corporation or the Manager.
- 24.4 A Proprietor or Occupier of a Lot must not depart from any registered Security Access Key system.
- 24.5 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation if a Security Access Key issued to him or her is lost or destroyed.
- 24.6 The cost of replacing any Security Access Key or any security device which is issued to the Proprietor or Occupier of the Owners Corporation will be at that Proprietor's or Occupier's cost.

25. Garbage

- 25.1 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 garbage (other than that generated pursuant to a move in/move out).
- 25.2 There is a garbage chute located on every level of the Building for the disposal of garbage by residents. All garbage must be disposed of correctly in rubbish bags which must be securely tied before being placed in the garbage chute.
- 25.3 A Proprietor or Occupier of a Lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or Proprietors of other Lots.
- 25.4 A Proprietor or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation 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 Owners Corporation;
 - (b) recyclable items, without limitation, paper, cardboard and plastic containers as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
 - (c) all other garbage must be drained and securely wrapped at all times 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 left packed in the garbage area. These items must not be deposited via the chute.

26. Storage of flammable liquids

- 26.1 A Proprietor or Occupier of a Lot must not except with the written consent of the Manager, use or store on the Lot, or associated car space, and/or storage area or 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.
- 26.2 The Manager in consenting to such storage may limit the quantity permitted to be stored at any one time and from time to time.

27. Pets and animals

- 27.1 A Proprietor or Occupier of a Lot must ensure that any animal belonging to the Member or Occupier does not vomit, urinate or defecate on any Common Property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal.
- 27.2 A Proprietor or Occupier of a Lot must ensure that any animal belonging to the Member or Occupier must be kept on a lead/leash or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary.
- 27.3 A Proprietor or Occupier of a Lot must comply with the *Domestic Animals Act 1984 (Vic)* and take all steps necessary to ensure that any animal belonging to them or in his or her control does not cause a nuisance (including bringing that animal indoors to minimise noise).
- 27.4 A Proprietor or Occupier of a Lot must not keep any animal upon the Common Property or balcony/terrace of a Lot after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 27.5 A Proprietor 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 or in a carrier at all times whilst on Common Property and must not be located on or over Common Property for longer than is reasonably necessary.
- 27.6 To minimise pet noise, a Proprietor or Occupier of a Lot must not leave any animal belonging to them or in their control on their balcony Lot either overnight or whilst the Proprietor or Occupier is away from their Lot.
- 27.7 A Proprietor or Occupier of a Lot must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.
- 27.8 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to Proprietors/Occupiers of a Lot or to Common Property, it must give reasonable notice of this resolution to the Proprietor or Occupier who is keeping the animal.
- 27.9 A Proprietor or Occupier of a lot who is keeping an animal that is subject of a notice under sub-rule 27.8 must remove that animal permanently from their Lot.
- 27.10 Sub-rules 27.8 and 27.9 do not apply to an animal that assists a person with an impairment or disability.

28. Consent of Owners Corporation

- 28.1 A consent given by the Owners Corporation under these rules must be made in writing. It may be revocable and subject to conditions.

29. Complaints and applications

- 29.1 A Proprietor may make a complaint in respect of the Building, the Manager or other Proprietor or Occupier of the Building by forwarding correspondence to the Manager.

30. Infectious diseases

- 30.1 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 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.

31. Storage of bicycles

- 31.1 A Proprietor or Occupier of a Lot must not use the lifts in the Building for taking bicycles to and from a Lot.
- 31.2 A Proprietor or Occupier of a Lot must not store any bicycle other than in their own Lot but cannot store any bicycle on the Proprietor or Owner's balcony/terrace.
- 31.3 A Proprietor or Occupier of a Lot may store a bicycle in the areas of the Common Property (if any) which may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks.
- 31.4 A Property or Occupier of a Lot must not permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, walkways, or other parts of the Common Property as may be designated by the Owners Corporation or its Manager from time to time.
- 31.5 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 or the Manager.

32. Insurance premiums

- 32.1 A Proprietor or Occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done (other than normal residential use of their Lot or use of the Common Property for the use to which it is intended) which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 32.2 If the Proprietor or Occupier uses their Lot other than in the manner for which it is intended and as a result causes the insurance premium for the Owners Corporation to be made invalid, suspend, or increase the premium then the Proprietor or Occupier will:
- (a) stop using their Lot for any purpose other than for which it was intended (regardless of whether any approval had been granted by the Owners Corporation);
 - (b) pay any increase to the Owner's Corporation's insurance premium resulting from using their Lot for another purpose.

33. Fire control

- 33.1 A Proprietor or Occupier of a Lot must not:
- (a) use or interfere with any fire safety equipment except in the case of an emergency;

- (b) obstruct any fire stairs or fire escape;
 - (c) allow the fire safety equipment (e.g. smoke detectors as installed in respect to their Lot) to become non-operational.
- 33.2 The Proprietor or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot, including but not limited to:
- (a) ensuring that smoke detectors installed in the Lot are properly maintained and tested on a regular basis; and
 - (b) that back up batteries relating to smoke detectors are replaced when required.
- 33.3 To avoid false alarm call outs by the fire brigade, a Proprietor or Occupier of a Lot must not:
- (a) smoke on Common Property, including the corridors, floor landings, foyer, lifts, stairwells and car park 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 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 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;
 - (e) leave open the entry door of their apartment/Lot whilst having building works undertaken.
- 33.4 **For the avoidance of doubt**, in cases of negligence resulting in a false alarm call out being made by the fire brigade, the associated cost will be charged to the Proprietor or Occupier identified as being responsible which such amount to be paid within seven (7) days to the Owners Corporation or the relevant fire authority.

34. Signs, blinds and awnings

- 34.1 A Proprietor or Occupier of a Lot must not erect or fix any sign or notice for whatever purpose to any part of the Lot where it can be seen from any external position.
- 34.2 a Proprietor or Occupier of a Lot must not allow the erection of any for sale or for lease boards on the Common Property or their Lot.

35. Window tinting

- 35.1 A Proprietor or Occupier of a Lot must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated to change the visual characteristics of the glazing.

36. No painting, finishing, etc of external façade or Common Property

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

37. Appearance of a Lot

- 37.1 A Proprietor or Occupier of a Lot must not hang or permit to be hung any clothes or other articles on any balcony rail/terrace, landing, stairway or any other part of the Common Property.
- 37.2 Including any tenant or licensee of that Lot, a Proprietor or Occupier of a Lot may not without prior written consent of the Owners Corporation maintain inside the Lot anything visible from outside of the Lot, that when viewed from outside the Lot is not in keeping with the rest of the Building.
- 37.3 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 or terrace of their Lot.
- 37.4 A Proprietor or Occupier of a Lot must not allow any balcony or terrace which forms part of any Lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure minimal disturbance to Proprietors and Occupiers of other Lots.
- 37.5 A Proprietor or Occupier of a Lot must not allow any items to be bolted down on the balcony/terrace floor areas of their Lot.
- 37.6 A Proprietor or Occupier of a Lot must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot unless the surface of the blinds, curtains or other coverings which faces that outside are white in colour.
- 37.7 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 Owners Corporation.
- 37.8 A Proprietor or Occupier of a Lot must ensure that all items on the balcony or terraces are always stored safely and securely and during periods of high winds, all items likely to be lifted by the wind are removed from the balcony or terraces so as to minimise the risk of injury to people and damage to property.
- 37.9 A Proprietor or Occupier must not 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.
- 37.10 A Proprietor or Occupier must not attach to or hang from the exterior of the Lot any aerial or any security device or wires.
- 37.11 A Proprietor or Occupier must not install or operate or permit to be installed or operated any intruder alarm which emits an audible signal.
- 37.12 A Proprietor or Occupier must not install any external wireless television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.
- 37.13 A Proprietor or Occupier must not allow any glass walls or windows (louvers or otherwise) to be dirty or unclean which is visible from outside the Lot.
- 37.14 A Proprietor or Occupier of a Lot must not install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire

regulations (including being fire retardant) and be of a colour/material approved by the Owners Corporation.

38. Mail

- 38.1 A Proprietor or Occupier of a Lot must ensure that it keeps clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspaper, advertising materials or other objects and must arrange for all such required clearance by other persons should a Proprietor or Occupier of a Lot be absent for any reason for any period of more than two (2) days. This requirement may be temporarily waived upon request made to the Manager in writing not less than seven (7) days prior to the date or dates for which such waiver is required.

39. Building works

- 39.1 Including any tenant or licensee of that Lot, 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) The Proprietor or Occupier of a Lot must enter into a 'Building Works Agreement' with the Owners Corporation which details the conditions to apply with respect to the works to be undertaken, including:
 - (i) adherence to these Rules;
 - (ii) carrying out a dilapidation survey (which may involve inspection of area prior to commencement and also at completion or works);
 - (iii) accepted hours for works to be undertaken;
 - (iv) working access and also materials access;
 - (v) use of lifts;
 - (vi) indemnifying the Owners Corporation against damage, possible claims which may arise as a result of the works undertaken (except to the extent that such damage or claims are caused by the Owners Corporation or the Manager); and
 - (vii) payment of a reasonable bond as security; and
 - (b) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
 - (c) the Proprietor 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 and Occupiers.
- 39.2 Including any tenant or licensee of that Lot, the Proprietor or Occupier of a Lot must not proceed with any such works until the Proprietor or Occupier

- (a) submits to the Owners Corporation plans and specifications of all works proposed by the Proprietor or Occupier, regardless of whether the proposed works affect the external appearance of the Building or any of the Common Property or affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation and its consultants to be reasonably satisfied that those proposed works accord with the requirements of rule 39.2(a), 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 Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner and/or consultants engaged by the Owners Corporation to consider and advise the Owners Corporation of such plans and specifications) be paid by the Proprietor and such approval will not be effective until such costs have been paid.
- 39.3 Including any tenant or licensee of that Lot, the Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier of a Lot and the Proprietor's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation or the Manager 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 entrance and/or 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 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.
- 39.4 Without limiting the generality of rule 39.3 the Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier of a Lot 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 on Common Property without the prior written consent of the Owners Corporation Manager.
 - (b) scaffolding must not be erected on the Common Property or the exterior of the Building without the prior written consent of the Owners Corporation;
 - (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 tidy and safe state; and
 - (e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.
- 39.5 Before any of the Proprietor's or Occupier's works commence the Proprietor or Occupier must:
- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation;
 - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
 - (c) pays such reasonable costs as per clause 32 (b) (3) to the Owners Corporation; and

- (d) sign a form of indemnity in a form reasonable required by the Owners Corporation to indemnify the Owners Corporation against any damage which may be sustained to the Common Property or any injury which may occur to any person as a result of works being undertaken, except to the extent such damage or loss is sustained as a result of the negligence or unlawful act of the Owners Corporation or the Manager.
- 39.6 The Proprietor or Occupier must ensure that there will not be any access to other Lots on the Plan or the Common Property for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor or Occupier of the relevant Lot or of the Owners Corporation in the case of the Common Property.
- 39.7 The Proprietor or Occupier of a Lot must promptly make good all damage to, and dirtying of, the Building, the Common Property, the services thereof or any fixtures fittings and finishes which are caused by such works. If the Proprietor or Occupier fails to promptly make good such damage after being given notice to do so, the Owners Corporation may make good the damage and clean the Common Property, and in that event the Proprietor or Occupier must pay the Owners Corporation's costs incurred in making good the damage or cleaning the Common Property.
- 39.8 A Proprietor or Occupier of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space noise likely to disturb the peaceful enjoyment of a Proprietor or Occupier of another Lot.

40. Conduct of meeting

- 40.1 The conduct of meetings of the Owners Corporation must be regulated in accordance with the Act and *Owners Corporations Regulations 2007*.

41. Recovery of Owners Corporation contribution fees/legal costs

- 41.1 The Proprietor must pay within 14 days after demand by the Owners Corporation all reasonable and proper legal costs which the Owners Corporation pays, incurs or expends in consequence of any default by the Proprietor 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.

42. Penalty interest

- 42.1 Where applicable, the Owners Corporation will charge to a Proprietor or Occupier penalty interest on amounts which are overdue and not paid within 14 days after demand at the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*.

43. Use of appurtenances/apparatus

- 43.1 A Proprietor or Occupier of a Lot must not:
- (a) use the toilets, pipes and drains, for any other purpose other than those which they were constructed;
 - (b) sweep or dispose of rubbish or other unsuitable substances into them,

Any costs or expenses resulting from any damage or blockage caused by a breach of this Rule must be borne by the Proprietor or Occupier found to be responsible for the damage or blockage. If the Occupier responsible for the breach of this rule does not pay, then the Proprietor will be held responsible for payment.

44. Private barbecues

- 44.1 A Proprietor or Occupier is requested to consider smells permeating through the Building and to exercise courtesy to their neighbours when using a barbecue on their Lot balcony/terrace.

45. No trade or business

- 45.1 The Proprietor or Occupier of a Lot (with the exception of Lot S2 on the Plan of Subdivision) must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.

46. Wind

- 46.1 A Proprietor or Occupier of a Lot must ensure that prior to departing their Lot and for so long as the Lot is not occupied by a responsible adult that all doors (including doors to balconies/terraces) and windows are tightly closed, 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/terraces.
- 46.2 During periods of high winds, a Proprietor or Occupier of a Lot must ensure that all doors and windows are tightly closed, including balcony doors to minimise the likelihood of risk and damage to surrounding people or property.

47. Health, Safety and Security

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

48. Management and Administration

- 48.1 The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Proprietor or Occupier that is more than the amount that the supplier would have charged the Proprietor or Occupier for the same goods or services.

49. Selling or Leasing Activities

- 49.1 A Proprietor or Occupier of a Lot must ensure that any selling or leasing agent of the Proprietor's Lot does not place any exhibit or advertising sign or board:
- (a) at the entry way to the Lot;
 - (b) in the Building;
 - (c) in or on the Common Property; or

(d) in front of the Building

without the prior written consent of the Manager (which consent may be withheld by the Manager in its absolute discretion).

50. Rights of the Church

50.1 The Owners Corporation and the Proprietor or Occupier of a Lot acknowledge that the Church will conduct activities on that part of the Building owned by, or on behalf of, the Church which will include religious, charitable and educational services and activities and therefore, the Church, acting reasonably, may from time to time by written notice require the Owners Corporation or a Proprietor or Occupier of a Lot, to cease to act in a particular manner that, in the Church's view:

- (a) adversely affects the Church's amenity to conduct its activities;
- (b) is offensive to the Church or its adherents; or
- (c) otherwise impacts adversely on the reputation of the Church.

50.2 The Owners Corporation acknowledges that it will comply or procure a Proprietor or Occupier of a Lot to comply with a notice from the Church in accordance with clause 50.1.

50.3 If the Owners Corporation fails to comply or procure a Proprietor or Occupier of a Lot to comply with a notice from the Church in accordance with clause 50.1, then the Church will be permitted to take such steps it deems necessary in order to obtain compliance with the notice to the Owners Corporation or a Proprietor or Occupier of a Lot provided pursuant to clause 50.1.

51. Special Rules for the Developer

51.1 Definitions

In this rule:

Developer means Eporo Tower Pty Ltd ACN 161 422 073 or any subsidiary or related entity of that company.

Developer's Mortgagee means any person or corporation who has taken from the Developer a mortgage or charge over any Lot and each of the successors in title to those persons or corporations.

51.2 Special rights for the Developer

Nothing in these rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;

- (c) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- (i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out and works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

51.3 **Proprietors' Consent**

Every Proprietor hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Proprietor and will ensure that its lessee/licensee does not prevent or hinder the Developer in any way.

51.4 **Owners Corporation's obligations**

The Owners Corporation must do all things reasonably required by the Developer to facilitate the efficient and economic completion of construction of the Lots and the Common Property by the Developer and sale and/or lease by the Developer of Lots and without limitation the Owners Corporation must for those purposes, within seven (7) days of a written request by the Developer, sign all necessary consents, authorities, permits or other such documents as may be required by the Developer and must close off from access by Proprietors and Occupiers parts of the Common Property when it is necessary to do so.

51.5 **Developer's obligations**

The Developer and any third party authorised by it under this rule 51, or any party to which it assigns all or part of the benefits of its rights under this rule 51 must not in exercising its right and entitlements under this rule 51 which unduly restricts or limits the use of any Lot.

52. **Dispute Resolution**

- 52.1 The grievance procedure set out in this Rule applies to disputes involving a Proprietor, Manager, Occupier or the Owners Corporation.

- 52.2 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute in writing by the complainant.
- 52.3 If there is no grievance committee, the Owners Corporation must be notified in writing of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 52.4 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.
- 52.5 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 52.6 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.
- 52.7 This process is separate from and does not limit any further action under Part 10 of the Act.