

SPECIAL RULES
10-14 HOPE STREET BRUNSWICK
OWNERS CORPORATION PS 717876J

1 DEFINITIONS

1.1 In these rules:

- (a) "BUILDING" means all buildings and improvements within the Plan of Subdivision.
- (b) "MANAGER" means the Manager for the time being appointed by the Owners Corporation under Part 6 of the OC Act.
- (c) "PLAN OF SUBDIVISION" means plan of subdivision PS 717876J
- (d) "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.
- (e) "OWNERS CORPORATION" means Owners Corporation PS 717876J and includes, where the context permits, the Manager.
- (f) "OC ACT" means the *Owners Corporation Act 2006* (Vic).
- (g) "OC REGULATIONS" means the Owners Corporation Regulations 2007 (Vic).

1.2 Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words imparting the singular include the plural and vice versa;
- (c) an expression imparting 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.

1.3 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.

2 HEALTH, SAFETY AND SECURITY

2.1 Health, safety and security of lot owners, occupiers of lots and invitees

A lot owner or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.

2.2 A lot owner or occupier of a lot must not allow persons to follow them through the security doors to the Building or into the car park.

2.3 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:

- (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 lot owners or occupiers of any part of the common property;
- (b) permit to the exclusion of lot owners and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- (c) restrict by means of a Security Key the access of lot owners or occupiers;
- (d) restrict by means of a Security Key the access of the lot owners or occupiers of one level of the lots to any other level of the lots; and

2.4 If the Owners Corporation restricts the access of the lot owners and occupiers under rule 2.3, the Owners Corporation may make the number of Security Keys as it determines available to lot owners free of charge. The Owners Corporation may charge a reasonable fee for any additional Security Key required by a lot owner.

2.5 A lot owner 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 license of a lot to the occupier to ensure the return of the Security Key to the lot owner or the Owners Corporation.

2.6 A lot owner 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 lot owner or occupier and is not to dispose of otherwise than by returning it to the lot owner or the Owners Corporation.

2.7 A lot owner or occupier of a lot must promptly notify the Owners Corporation if a Security Key issued to them is lost or destroyed.

2.8 Safety of children

A lot owner or occupier of a lot must ensure all children are supervised by an adult in all common areas.

2.9 Storage of flammable liquids and other dangerous substances

- (a) A lot owner or occupier of a lot must not:
 - (i) except with the written consent of the Owners Corporation, use or store on the lot or 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
 - (ii) 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.

2.10 Waste Disposal

- (a) A lot owner or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose (If applicable).
- (b) A lot owner or occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (i) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation, (if applicable);
 - (ii) recyclable items, (including paper, cardboard and plastic) must be stored in the area designated for the items by the Owners Corporation;
 - (iii) all other garbage must be drained and securely wrapped in small parcels deposited in appropriate bins(s) in the waste room; and
 - (iv) all cardboard boxes and packaging must be broken down and neatly packed into the appropriate bin(s) in the waste room.

3 MANAGEMENT AND ADMINISTRATION

3.1 Management and administration of common property and services

- (a) A lot owner or occupier of a lot must promptly notify the Owners Corporation or the Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.
- (b) 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 lot owner 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.
- (c) 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.

3.2 Metering of Services and apportioning of costs of services

- (a) The Owners Corporation may share among the members in the Owners Corporation the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of the Building or any common property.
- (b) Where any lot is not separately metered in relation to any service including gas, electricity and/or water, then the lot owner shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the lot liability of that lot by the total lot liability of all lots serviced jointly and by no other reference.

4 USE OF COMMON PROPERTY

4.1 Use of Common Property

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

4.2 A lot owner or occupier of a lot:

- (a) must not keep any animal upon a lot or the common property 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;
- (b) must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards;
- (c) must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times;

4.3 A lot owner or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface any structure that forms part of the common property without the approval in writing from the Owners Corporation, but this rule does not prevent a lot owner or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.

4.4 A lot owner or occupier of a lot:

- (a) must not move any article likely to cause damage or obstruction through common property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present; and
- (b) may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Owners Corporation, the Manager or the Manager's representative.
- (c) must not move in and or vacate the dwellings other than the permitted times as follows; Monday to Friday from 10.00am to 4.00pm & Saturday & Sunday from 9.00am to 5.00pm
- (d) must notify the OC Manager 48 hours prior to moving in and vacating dwellings to ensure adequate time for lift protection blankets to be installed. Where there is an onsite building manager an appointment must be made at least 24 hours prior.

4.5 Without limiting the generality of the foregoing rules, a lot owner or occupier of the lot may only move items through the garage lift lobby (if applicable) or other area specifically designated by the Owners Corporation.

4.6 A lot owner 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.

4.7 The lot owner 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 lot owner or occupier or their respective tenants, licensees or invitees.

4.8 Use of Equipment, Services and Amenities on Common Property

- (a) A lot owner or occupier of a lot must:
 - (i) not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
 - (ii) ensure compliance with fire laws in respect of the lot.
 - (iii) act in a responsible manner to ensure false fire alarms are not generated. In the event that the MFB attend site as a result of a false alarm caused by an owner or occupier of a lot, the Owners Corporation reserves the right to on pass all associated charges to the defaulting owner or occupier.
- (b) A lot owner or occupier of a lot must not, without the written authority of the Owners Corporation or the Manager, interfere with the operation of any equipment installed on the common property.
- (c) A lot owner or occupier of a lot must not use the disability lift for any manner other than the manner for which it is designed.

4.9 Vehicles and parking on common property

- (a) A lot owner or occupier of a lot must not:
 - (i) park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation;
 - (ii) park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailer or motor cycles.
 - (iii) permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the garage or other part of the common property.
 - (iv) Park within spaces designated for people with disabilities without a valid disability permit that is displayed so all details are clearly visible through the front windscreen.
- (b) Permanent parking is not permitted in visitor's spaces (if any).

4.10 A lot owner or occupier of a lot must not:

- (a) permit any bicycle to be stored other than in the areas of the common property designated (if any) by the Owners Corporation or the Manager for such purpose and fitted with bicycle racks; and
- (b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts (if any), hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or the Manager from time to time.

4.11 A lot owner or occupier of a lot:

- (a) must not breach nor permit the regulations as stipulated from time to time by the Owners Corporation to be breached in respect of the use of the recreational and surrounding designated areas.
- (b) must ensure that all of their visitors are accompanied by a resident in all recreational areas.
- (c) accepts that utilization of all recreational facilities is at their own risk.

4.12 Drying laundry on common property or external or visible areas of Lots

A lot owner or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot.

4.13 Erect Air Conditioning Units without prior consent in writing of the Owners Corporation.

5 LOTS

5.1 Change of use of lots

A lot owner or occupier of a lot must not:

- (a) 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 lot owner or occupier of a lot or their respective invitees;
- (b) use the lot or any part of it or part of the common property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a lot unless previously approved by the Owners Corporation and affixed to the Building in the area designated for such signage by the Owners Corporation from time to time;
- (c) allow or permit more than one sign approved under sub-rule 5.1(b) to be affixed to the lot at any given time and any such sign may be affixed for a period of no longer than 30 days unless otherwise agreed by the Owners Corporation;
- (d) a lot owner or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the Owners Corporation.

5.2 A lot owner 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.

5.3 A lot owner or occupier of a lot must at the lot owner'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.

5.4 External appearance of lots

A lot owner or occupier of a lot must not:

- (a) paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot without the consent first obtained from the Owners Corporation;
- (b) construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the lot 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 Building or if it interferes with the views or use and enjoyment of another lot);
- (c) install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations (i.e. being fire retardant) and of a colour approved by the Owners Corporation;
- (d) allow any balcony, terrace or garden area which forms part of any lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other members and occupiers occurs;
- (e) Install any curtains, blinds or other window furnishings to the exterior of the Building, whether inside their lot or external to their lot unless they are a cream or neutral colour and in materials approved by the Owners Corporation.

6 DESIGN

6.1 Design, construction and landscaping. A lot owner or occupier of a lot must:

- (a) keep the lot clean and in good repair;
- (b) keep all internal gardens and balconies clean, tidy and well maintained;
- (c) ensure their car parking space(s) are free of oil etc. The Owners Corporation reserves its right to clean any area and charge the owner for the cost incurred;
- (d) not install a safe in a lot without the written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect of the proposed installation;
- (e) not breach fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation's insurance policy;
- (f) not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.

7 BEHAVIOUR OF PERSONS

7.1 Behaviour of owners, occupier and invitees on common property

- (a) A lot owner 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 lot owner or occupier of another lot or to any person lawfully using common property.
- (b) A lot owner or occupier of a lot must not smoke in the stairwells, lifts, foyers and car park 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.
- (c) A lot owner or occupier of a lot must not use or permit to be used in or on the common property skateboards, roller skates or roller blades.
- (d) A lot owner or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property. i.e. gardens, pool, spa, tennis court, gymnasium (if applicable).
- (e) A lot owner or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies or on common areas.
- (f) A lot owner 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.
- (g) A lot owner or occupier of a lot must take all reasonable steps to ensure the invitees of the lot owner or occupier comply with these rules.

7.2 Noise and other nuisance control

A lot owner or occupier of a lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the lot owner or occupier of another lot or of any person lawfully using common property;
- (b) obstruct the lawful use of common property by any person; or
- (c) without limiting the generality of the foregoing, use hammer drills, jack hammers or any mechanical instrument which is audible in a lot between the hours of 4.00 p.m. and 9.00 a.m. on weekdays or on weekends at all.

8 COMMERCIAL LOTS

Without limiting any other rule, a Member who is the owner or occupier of any Commercial Lot must:

- a) Avoid unnecessary noise when filling bins;
- b) Ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- c) Ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- d) Store all bins within appropriate areas and must not store bins or leave garbage on Common Property.
- e) Comply with all health, noise and other regulations in carrying on the business from the Lot; and
- f) Not affix a sign to the Commercial Lot or to the Common Property unless the sign:
 - i. Is only for the purpose of identifying the business carried out on the Commercial Lot and the Laws of Operation of Business;
 - ii. Does not exceed a reasonable height and width; and
 - iii. Complies with the requirements of all relevant authorities.

9 SPECIAL RULES APPLICABLE TO VENDOR

9.1 Completion of Development

- (a) Notwithstanding anything to the contrary contained in these rules, so long as POSP HOLDINGS PTY LTD ACN 159 244 943 ("**Vendor**") is a proprietor or occupier and is an owner of a lot and so long as any mortgagee or chargee of the Vendor has an interest in any lot then all the preceding rules shall not in any way whatsoever apply to or be enforceable against the Vendor 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 the Vendor, 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 comprising all lots and common property in the Plan of Subdivision ("the Development").
- (b) The Vendor, its mortgagees or chargees shall be and are by this rule, authorised by each and every proprietor or occupier of a lot within the Plan of Subdivision to:
 - (i) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
 - (ii) take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession or in order to carry out any works or activities in relation to the Development;
 - (iii) exclude all and any proprietors or occupiers from any parts of the common property as may be necessary in order to carry out any works in relation to the Development;
 - (iv) erect for sale promotional advertising or other signs as the Vendor may require on any part of the common property;
 - (v) grant rights to use or access through or over the common property to third parties on such terms and conditions as the Vendor or its mortgagee or chargee thinks fit; and
 - (vi) 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.
- 9.2 The Owners Corporation shall, within 7 days of being requested by the Vendor or its mortgagee or chargee, sign whatever consents authorities permits licences leases or other such documents in favor of the Vendor as the Vendor may direct on terms set out by the Vendor and as may be required by the Vendor.