

**East Brunswick Village**

**Owners Corporation Rules**

**Owners Corporation PS810477E**

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## A. Definitions

In these rules:

**Act** means the *Owners Corporations Act 2006* (Vic).

**Authority** includes any:

- (a) government or semi-government authority in any jurisdiction, whether federal, state, territorial or local;
- (b) provider of public utility Services, whether statutory or not; and
- (c) other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Development or any part of it or anything in relation to it.

**Bond** means a security deposit, bond or similar security for performance of an obligation.

**Building Management** means either the Owners Corporation Manager, Building Manager/Caretaker, Facilities Manager or Concierge.

**Building Manager** means the person or entity appointed by the Owners Corporation as Building Manager/Caretaker of the Owners Corporation and where relevant includes the Building Manager's successors and assigns and where the context requires includes the Building Manager's officers, employees, agents, contractors, subcontractors and Invitees.

**Building Works** mean any works, alterations, additions, removal, repairs, or replacement of:

- (a) Common Property structures, including Common Property walls, floors and ceilings;
- (b) Common Property Services and Services to the Building;
- (c) any work that involves penetrating or breaching the walls, floor or ceilings between Lots or within a Lot or modifying the internal layout of Lots from their original configuration or that will or may compromise the structural integrity of a Lot or the Common Property;
  - (i) The internal walls inside a Lot;
  - (ii) The structure of a Lot; and
  - (iii) Services provided to a Lot.

**Building Works Agreement** means an agreement entered into between Owners or Occupiers and the Owners Corporation which outlines the conditions to apply with respect to Building Works.

**Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.

**Car Park** means the Basement Level 1, Basement Level 2, Basement Level 2 Upper, and areas with vehicle parking spaces on the Ground Floor Village Avenue, including but not limited to each Lot's vehicle parking space and storage cage.

**Commercial Lot** means the Lots shown on the Plan not to be used for residential purposes.

**Committee** means the group of people elected by the Owners Corporation in accordance with Part 5 of the Act.

**Common Property** means the Land and any improvements erected as on the Land as Common Property shown on the Plan.

**Contaminant** means anything:

- (a) which presents or may present a direct or indirect risk or harm to human health or the Environment; or
- (b) which makes or may make the condition of a Lot or Common Property or any nearby land or property:
  - (i) unsafe, unfit or harmful for habitation or occupation by persons or animals;
  - (ii) degraded in their capacity to support plant life;
  - (iii) otherwise environmentally degraded; or
  - (iv) such that it does not satisfy either the contamination criteria or standards published or adopted by any Authority from time to time or any Environmental Law.

**Development** means the development of Land as a mixed-use apartment building and associated facilities, including the marketing and sale of Lots.

**Environment** means the physical factors of the surroundings of human beings including the Land, waters, atmosphere, climate, sound, odours, tastes, the biological factors of animals and plants and the social factors of aesthetics.

**Initial Owner** means an 'Initial Owner' as defined in Section 68 of the Act and where the context requires includes its successors and assigns and where it is consistent with the context includes the employees, agents, builders, contractors, subcontractors and Invitees.

**Invitee** means the guests, servants, employees, agents, contractors, customers, children, Invitees and licensees of the Owner or the Occupier of the Owner's Lot.

**Land** means the whole of the land shown on the Plan being the property located at 127-151 Nicholson Street, Brunswick East more particularly described in Certificate of Title Volume 12009 Folio 337.

**Loss** includes any cost (including legal fees and disbursements on a full indemnity basis), liability, loss, fine, penalty, suit, claim, expense, injury, death or damage.

**Lot** means a Lot shown on the Plan.

**Manager** means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and Invitees.

**Notice** means a Notice or other communication connected with these Rules and given in accordance with Rule 8.

**Occupier** includes an Occupier of a Lot or any part of the Land, a tenant under a lease or sub-lease of a Lot, a licensee of a Lot and any other person who is in possession of a Lot.

**Owner** means the legal or beneficial Owner of any part of the Land and includes a member of the Owners Corporation.

**Owners Corporation** means the Owners Corporation(s) created pursuant to registration of the Plan (as context requires).

**Plan** means plan of subdivision PS810477E.

**Regulations** means the *Owners Corporations Regulations 2007 (Vic)*.

**Related Body Corporate** has the same meaning given to that term in the *Corporations Act 2001* (Cth).

**Residential Lot(s)** means Lots which are designed and constructed for use as residential premises.

**Rule** or **Rules** means these Rules which are for the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

**Security Key** includes a key, FOB, Remote, magnetic card, swipe card or any other device that is used to open and close any door, lock, gate or mechanism or to generate alarms, security systems or communication systems in relation to a Lot or the Common Property.

**Service** includes all services of any nature from time to time provided to a Lot or to the Common Property or available for use by an Owner or Occupier, including any:

- (a) energy source, lighting, gas, fuel, electricity, power, telephone, water, sewerage, ventilation, drainage, air conditioning, hydraulic, elevator and security services;
- (b) all plant rooms, thermostats, water controls, electricity controls, light controls, heating and cooling controls, ventilation systems, air conditioning systems and ducting;
- (c) all fixtures, fittings, appliances, plant and equipment, fire services, sprinkler systems or devices and all other services or systems; and
- (d) any services or systems from time to time utilised for access to the Development, whether or not they are owned by the Owners Corporation.

## **B. Interpretation**

### **1. Severability**

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 severed from these Rules and will not affect the continued operation of all remaining Rules or part thereof which are capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

### **2. References**

- (a) Unless the context otherwise requires:
  - (i) one gender includes the others;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a person includes a body corporate;
  - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
  - (v) a thing includes the whole and each part of it separately;
  - (vi) a statute, regulation, code or other law or a provision of any of them includes:
    - (vii) any amendment or replacement of it;
    - (viii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
  - (ix) dollars mean Australian dollars unless otherwise stated;

- (b) "including" and similar expressions are not words of limitation;
- (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (d) headings and any table of contents or index are for convenience only and do not form part of these Rules or affect their interpretation;
- (e) a provision of these Rules must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Rules; and
- (f) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

3. Authorisations extend to agents

Each Occupier acknowledges that any right or authority of the Owners Corporation extends to any third party that the Owners Corporation authorises to exercise that right or authority on its behalf.

4. Consents

- (a) Any consent or approval given by the Owners Corporation is not effective unless it is given in writing.
- (b) Each Owner or Occupier acknowledges that it must not act on any verbal consent or approval received by the Owners Corporation unless and until it has been confirmed in writing.
- (c) Wherever the consent or approval of the Owners Corporation is required, then unless expressly specified elsewhere in these Rules, the Owners Corporation:
  - (i) must be given reasonable notice of the request; and
  - (ii) can delay, refuse or grant the consent or approval subject to any conditions which it deems fit in its absolute discretion.
- (d) If the consent or approval of the Owners Corporation is given to an act, matter or thing, then the Owners Corporation:
  - (i) may revoke that consent at any time, even if it was not expressed to be limited in time; and
  - (ii) did not consent to the act, matter or thing in an ongoing manner or in any way give its consent to any repeat of the act, matter or thing.

**C. Incorporation of Act**

To the extent permitted by Part 8 and Schedule 1 of the Act the Owners Corporation adopts as Rules the provisions of the Act and the Regulations and Owners of Lots must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these Rules.

**D. Application of Model Rules**

1. The Owners Corporation makes these Rules for the control, management, administration, use or enjoyment of the Common Property or of a Lot.
2. To the extent permitted by law these Rules take primacy over the Model Rules.
3. If the Model Rules provide for a matter and the Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation.

**E. Who is Bound by these Rules**

1. The Owners Corporation, Owners and Occupiers must comply with these Rules.
2. An Owner must make sure that an Owner or Occupier of its Lot complies with these Rules.
3. Owners must give a copy of these Rules to all Owners or Occupiers of their Lots and must make it a term of any written agreement governing that occupation that the Owners or Occupiers must comply with these Rules.
4. An Owner or Occupier of a Lot subject to a lease or licence must take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the Lot and their Invitees comply with these Rules.
5. Owners or Occupiers must make sure that their Invitees comply with these Rules and if those Invitees do not do so, the Owners or Occupiers must take all reasonable steps to make sure that those Invitees leave the Land.
6. The Owners Corporation may only enforce these Rules in relation to the Land affected by that Owners Corporation.

## 1. Health, safety and security

- 1.1. Health and safety of Lot Owners, Occupiers of Lots and Invitees.
  - 1.1.1. An Owner or Occupier must not use a Lot, or permit it to be used so as to cause a hazard to the health, safety and security of an Owner or Occupier, or user of another Lot.
  - 1.1.2. An Owner or Occupier must not use a Lot or the Common Property for any purpose which may:
    - (a) be contrary to any Law;
    - (b) adversely affect the reputation of the Development;
    - (c) be reasonably likely to cause or contribute to any nuisance or hazard; and
    - (d) increase the insurance liability of the Owners Corporation.
  - 1.1.3. An Owner or Occupier must ensure that the Lot complies with Parts 8 and 9 of the Building Regulations 2018 (VIC) and all applicable requirements and recommendations in the National Construction Code and all reasonable essential safety services measures.
- 1.2. Security of Lot Owners, Occupiers of Lots and Invitees.
  - 1.2.1. The Owners Corporation may take measures to ensure the security of the Common Property and any Lots from fire, flood or other hazards and may (without limitation):
    - (a) close off any part of the Common Property not required as the only access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Owners or Occupiers of any part of the Common Property;
    - (b) permit any designated part of the Common Property to be used by any security person or representative of the Owners Corporation to the exclusion of Owners or Occupiers as a means of monitoring security and general safety of any Lot or Common Property, either solely or in conjunction with other Lots;
    - (c) install and operate on the Common Property closed circuit television monitoring devices, audio-visual cameras and other audio-visual surveillance devices to monitor the security, safety and use of Common Property and Lots;
    - (d) restrict by means of a Security Key, the access of Owners or Occupiers to any Common Property;
    - (e) restrict by means of a Security Key the access of Owners or Occupiers of one level of the Development to any other level of the Development;
    - (f) may control Security Keys by time periods and enforce use by dates; and
    - (g) may restrict the number of Security Keys issued to each Residential Lot, as determined by the Owners Corporation from time to time, with the initial restriction being two apartment keys and two Common Property FOBs per bedroom plus one additional of each, and one Car Park Remote per allocated vehicle parking space.
  - 1.2.2. An Owner or Occupier must:
    - (a) comply with any action or direction taken by the Owners Corporation in relation to the security or safety of the Common Property and Lots;

- (b) make sure that all fire and security doors, gates and other doors are properly closed after use;
- (c) not use fire escapes, fire stairs or fire doors for everyday ingress and egress;
- (d) not do anything that may interfere with the security or safety of the Common Property or a Lot; and
- (e) not interfere with any closed-circuit television monitoring devices, audio-visual cameras and other audio-visual surveillance devices.

1.2.3. All Security Keys remain the property of the Owner and an Owner or Occupier must:

- (a) keep Security Keys which have been allocated to it safe;
- (b) immediately report the loss of any Security Key to the Owners Corporation;
- (c) immediately notify the Owners Corporation of any person who is not an Owner or Occupier of a Lot to whom a Security Key has been made available;
- (d) not copy any Security Key;
- (e) ensure that only the Owners Corporation replace any Security Key;
- (f) comply with the reasonable requirements of the Owners Corporation in relation to Security Keys, including any requirement to limit the number of Security Keys issued in relation to any Lot; and
- (g) pay the Owners Corporation a reasonable fee (determined by the Owners Corporation) for any replacement or additional Security Key.

1.3. Emergency Procedures

1.3.1. Fire drill

An Owner or Occupier must:

- (a) Observe all fire and emergency drills. This includes participating in any building evacuation drills;
- (b) Make sure that they are aware of all safety and emergency procedures; and
- (c) Follow the directions of any person who the Owners Corporation nominates as a fire warden to supervise the orderly evacuation of their Lot and the Common Property during any drill or emergency.

1.3.2. Imminent danger

If there is any danger or threat concerning their Lot or the Common Property (for example, a bomb threat), an Owner or Occupier must immediately:

- (a) Notify the Building Management of the danger or threat;
- (b) Obey the Building Management or the Owners Corporation instructions, including evacuating the Lot or the Common Property; and
- (c) Obey the instructions of the police, fire brigade or any relevant Authority.

### 1.3.3. Emergency equipment

An Owner or Occupier must:

- (a) Not use or interfere with any fire safety or other emergency equipment except in the case of any emergency;
- (b) Not obstruct any fire stairs or fire escape;
- (c) Comply with all fire laws in respect of their Lot, including installing all required fire-fighting equipment and smoke detectors;
- (d) Make sure that all fire safety and other emergency equipment installed in their Lot are properly maintained and tested, and that back up batteries for smoke detectors, as well as smoke detectors are replaced as necessary; and
- (e) Not cause a false fire alarm. If the Owners Corporation incurs a cost from the responsible fire Authority because of a false fire alarm, the Owners Corporation may recover the cost from the Owner or Occupier responsible.

### 1.3.4. Fire control

- (a) The Owners Corporation may secure and keep the Common Property and any Lots safe from fire or other hazards. This includes:
  - (i) Permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a Lot; and
  - (ii) Allowing a part of the Common Property to be used for security purposes, including monitoring security and safety of Lots, even if this means excluding Owners and Occupiers from using that part of the Common Property;
- (b) The Owners Corporation is responsible for the repair and maintenance of the fire safety system for the Building, which includes that part of the system situated within each Lot; and
- (c) An Owner or Occupier must not interfere with the fire safety system within and around the Building otherwise behave in a manner that will, does or may cause a false fire alarm call out from the Metropolitan Fire Brigade.

## 1.4. Insurance

1.4.1. An Owner or Occupier must not bring to, do or keep anything in its Lot or bring anything on to Common Property which does or is likely to:

- (a) increase the rate of insurance premium on the Development or the Common Property;
- (b) contain any Contaminant; and
- (c) conflict with or breach:
  - (i) any Law relating to fires, contamination or flammable substance;
  - (ii) these Rules; or
  - (iii) any insurance policy on the Development or the Common Property.

- 1.4.2. An Owner or Occupier must reimburse the Owners Corporation on demand for any increase in insurance premium resulting from any consent given to, or act or neglect by, the Occupier.
- 1.4.3. An Owner must not and must ensure that the Occupier of an Owner's Lot does not:
  - (a) do anything whereby any policy of insurance taken out by the Owners Corporation may become void or voidable or which may make the Owners Corporation liable for increase in premium; or
  - (b) breach fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation's insurance policy.
- 1.4.4. An Owner and an Occupier must notify the Owners Corporation in writing if the existing use of a Lot is changed in a way that may affect any insurance premiums payable by the Owners Corporation.
- 1.4.5. An Owner and an Occupier must reimburse the Owners Corporation on demand for any additional insurance premium payable by it because of the use of that Owner or Occupier of a Lot or because of anything done by the Owner or Occupier.
- 1.4.6. The Owners Corporation may in its absolute discretion decide whether to make a claim against any insurance policy held by the Owners Corporation.
- 1.4.7. The Owners Corporation must make any reasonable claim against any insurance policy held by the Owners Corporation if an Owner or Occupier gives the Owners Corporation:
  - (a) written Notice that the Owner or Occupier requires the Owners Corporation to make the relevant claim; and
  - (b) indemnifies the Owners Corporation against any excess, charge, Loss or damage that the Owners Corporation may become liable to pay as a result of the claim.
- 1.4.8. Claims

Every claim will be assessed according to the specific circumstances of the event that caused alleged damage and/or Loss; however, the following general principles will apply:

  - (a) The Owners Corporation will pay where the damage to a Lot is a result of an issue related to Common Property or common Services.
  - (b) The Owner and/or Occupier of a Lot will be responsible to pay for any incident within that Owner's Lot, to include any policy excess.
  - (c) The Owner and/or Occupier of the Lot that is the source of an issue or event that causes damage to any other Lot or to Common Property will be required to pay the policy excess.
- 1.5. Storage of flammable liquids and other dangerous substances and materials.
  - 1.5.1. Except with the approval in writing of the Owners Corporation, an Owner or Occupier of a Lot must not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material. This Rule does not apply to the Commercial Lot.

- 1.5.2. This Rule does not apply to:
- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 1.5.3. An Owner or Occupier must only keep any substance permitted under Rule 1.5.2.:
- (a) at its own risk in all things; and
  - (b) provided that doing so does not breach any other Rule.
- 1.5.4. An Owner or Occupier must:
- (a) not in any way interfere with fire safety equipment;
  - (b) comply with all Laws about fire safety and control;
  - (c) ensure that all fire safety equipment in its Lot is at all times operational;
  - (d) install as required by Law, properly maintain and at least once each month test smoke detectors in its Lot;
  - (e) participate in any fire drills or evacuation procedures;
  - (f) immediately notify the Owners Corporation if any fire monitoring or safety equipment appears damaged, tampered with or not functioning;
  - (g) take all reasonable precautions to prevent false alarm call outs to any fire brigade; and
  - (h) pay on demand, all costs incurred as a result of a false alarm call out to any fire brigade that it causes or contributes to.
- 1.6. Waste disposal.
- An Owner or Occupier must:
- 1.6.1. ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Owners or Occupiers or users of other Lots;
- 1.6.2. abide by any advertised scheduled waste collection day and ensure that all waste is deposited in the appropriate bin/receptacle as labelled, including but not limited to: E-waste, Food Waste (in particular, not contaminate the organic bin with items specified 'No' on the supplied Food Waste 'caddy'), Cardboard & paper, Soft Plastics, Clothing, Commingled and General Waste;
- 1.6.3. deposit hard waste, E-waste and Clothing in accordance with the instructions provided by Building Management regarding the timing of hard waste collection and only in the room and bins, where applicable, as provided for the disposal of such items and during the times of day advertised for such disposal. The hard waste room will otherwise be locked.
- 1.6.4. not deposit, throw, leave or store any rubbish, dirt, dust, sweepings, equipment or articles of any kind on Common Property that is reasonably likely to interfere with the peaceful enjoyment by any person of any Lot or Common Property other than in:
- (a) proper, securely wrapped parcels that will retain all odours, liquids and emissions; and

- (b) the areas specified for such purpose by the Owners Corporation;
- 1.6.5. not burn rubbish or other materials in their Lot or on Common Property;
- 1.6.6. take all reasonable precautions to keep its Lot and the Common Property free from rodents, vermin, insects and other pests;
- 1.6.7. completely drain and rinse all glass items, cans and plastic bottles and deposit them unbroken in the commingled bin or the area designated for these items by the Owners Corporation;
- 1.6.8. deposit all recyclable items in the area designated for recyclable items by the Owners Corporation;
- 1.6.9. neatly break down and collapse all cardboard boxes and other packaging before depositing them in the areas designated by the Owners Corporation so that they take up as little space as reasonably possible; and
- 1.6.10. deposit only food/organic waste in the Food waste bin or the area designated for such waste by the Owners Corporation. This may include clippings, prunings, grass cuttings, tea bags, coffee grinds, tissues, paper towels, food scraps, dairy products, animal and plant based material.

## **2. Committees and sub-committees**

The conduct of meetings of the Owners Corporation will be regulated in accordance with the Act.

### **2.1. Functions, powers and reporting of Committees and sub-committees.**

#### **2.1.1. Proxies and Committee members**

- (a) An Owner who is also a Committee member can appoint a proxy to represent the Owner at Committee meetings.
- (b) A Committee member who is not an Owner cannot appoint a proxy for the purposes of Committee meetings.
- (c) If a proxy-holder is not a member of the Committee in his or her own right, the proxy-holder is not entitled to vote at Committee meetings unless and until a majority of the Committee consent to the proxy-holder voting at Committee meetings.

## **3. Management and administration**

### **3.1. Provision of Services**

Each Owner of the Owners Corporation acknowledges and agrees that the Owners Corporation may provide, or facilitate the provision of, the following Services:

- 3.1.1. the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping; and
  - 3.1.2. any other Service or facility provided by the Owners Corporation for the benefit of the Owners and Occupiers, which may include Building Management - Building Manager/Caretaker, Facilities Manager and/or a Concierge service.
- ### **3.2. Repair and maintenance of Common Property and Services.**
- 3.2.1. An Owner or Occupier must:

- (a) give immediate notice to the Owners Corporation of any accident to or fault in a Service of which it becomes aware;
- (b) pay on demand for Services for Common Property;
- (c) where its Lot is not separately metered for any Service, pay on demand the portion of the relevant Service and any supply charges equal to the proportion that the unit liability of its Lot has to the total unit liability of all Lots that benefit from the Service;
- (d) not enter into any plant room, machine housing, water disposal room, electricity switch room, machinery room in or on the Common Property servicing a Lot or Common Property;
- (e) not adjust, interfere with or modify any Service in or on the Common Property;
- (f) not use any water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed; and
- (g) not do anything whether within or outside his Lot that may interfere with, impair, reduce or diminish:
  - (i) any support or shelter provided by its Lot or any Common Property;
  - (ii) the structural integrity of its Lot or any Common Property; or
  - (iii) the location, protection or passage of any Service through its Lot or any Common Property.

3.2.2. An Owner or Occupier must not interfere with or inhibit from operating any channel, ventilation vent, duct or closure within a Lot.

### 3.3. Metering of Services and apportioning of costs of Services.

3.3.1. The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Lot Owner or Occupier for the same goods or Services.

3.3.2. If a supplier has issued an account to the Owners Corporation, the Owner or Occupier cannot pay to the Owners Corporation an amount which is less than the full account. No concession or rebate will be deducted by or on behalf of the Owner or Occupier from the relevant supplier.

3.3.3. Rule 3.3.2. does not apply if the concession or rebate is paid directly to the Owner or Occupier as a refund.

### 3.4. Air conditioning

3.4.1. Without limiting Rule 3.2., an Owner or Occupier is responsible for repairing, maintaining and if necessary replacing any air conditioning equipment (including the unit, condenser, duct works and any items necessary to power and run the unit and condenser):

- (a) that exclusively services its Lot;
- (b) strictly in accordance with all manufacturer's directions and requirements; and
- (c) by engaging suitably qualified, insured and experienced tradespeople to do so.

- 3.4.2. Where any air conditioning equipment is located on or passes over Common Property, an Owner or Occupier must obtain the consent of the Owners Corporation before accessing that equipment. This Rule does not apply to the Commercial Lot.
- 3.4.3. Where an Owner or Occupier wishes to install a further air-conditioning unit they must first obtain the Owners Corporation approval of its position and also engage an electrician nominated or approved by the Owners Corporation to undertake an inspection of the power being supplied to the Lot and ensure the wiring can take the extra load. The Owner or Occupier will be responsible for payment of the cost associated with the inspection.

#### **4. Use of Common Property**

##### **4.1. Use of Common Property**

##### **4.1.1. An Owner or Occupier of a Lot must not:**

- (a) use the Common Property or the common facilities to which it is entitled (or permit them to be used) in a manner that unreasonably interferes with or prevents use of the Common Property or the common facilities by other Lot Owners or Occupiers or their families, Invitees, visitors or other persons entitled to use the Common Property or common facilities;
- (b) obstruct lawful use of the Common Property in particular the pathways, drives and any easement that provides access to any Lot by any person;
- (c) damage or deface any entrances, passages, stairways, landings, pathways or any part of the Common Property or use them for any purpose other than the purpose for which they are provided or properly available;
- (d) attach a private key safe/key box, or any device designed or intended to be used for the storage of a Security Key, to common property; any such device will be promptly removed by the Owners Corporation and without notice;
- (e) restrict or hinder any Owner or Occupier's access to or reasonable use of the Common Property;
- (f) deposit, other than in proper receptacles in the area specified for such purpose by the Owners Corporation, or throw or store upon the Common Property any rubbish, dirt, dust, or other material;
- (g) fail to comply with any reasonable request or direction of any person employed by the Owners Corporation or Building Management;
- (h) do or allow anything to be done which constitutes a nuisance, damage, grievance, disturbance or annoyance to an Owner or Occupier of any Lot or which may be illegal or injurious to the reputation of the Development or use or allow the use of any Lot or the Common Property for any noxious, noisy, offensive, or illegal purpose, act, trade, business, occupation or calling;
- (i) enter any plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause adjustments to be made to the thermostat, water control, electricity, gas or heating and/or cooling controls in or on the Common Property without the consent in writing of the Owners Corporation to do so;

- (j) require the Owners Corporation to contribute or reimburse or pay for any plant, equipment, Service or facilities exclusively servicing a Lot notwithstanding that its location may be within the Common Property;
- (k) use any water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed;
- (l) deposit sweepings, rubbish or other unsuitable substances in any water closets, conveniences and other water apparatus including waste pipes and drains and any costs or expenses resulting from damage or blockage to such appurtenances from misuse or negligence must be borne by the Owner or Occupier whether the same is caused by their actions or those of the Owner or Occupier's household or their guests or visitors;
- (m) smoke or permit any person to smoke in any part of the Common Property or otherwise in contravention of any law;
- (n) use or allow the Common Property laneways/paths leading to any part of the Development to be used for any purpose other than for which they are designed or in contravention of any law;
- (o) hold private parties on the Common Property unless the Owners Corporation consents in writing and then only on the terms and subject to the conditions as specified in that consent; and
- (p) allow or arrange for delivery or collection of goods or rubbish other than at times reasonably approved by the Owners Corporation.

#### 4.1.2. Moving in or Vacating

When moving in or vacating, the Owner or Occupier must (other than of a Commercial Lot):

- (a) Notify the Owners Corporation or Building Management at least two Business Days before the proposed move to make a booking in the form nominated by the Owners Corporation from time to time;
- (b) Allow a representative of the Owners Corporation or Building Management to be present upon commencement and where required during the move taking place;
- (c) Comply with all directions of the Owners Corporation or Building Management, including the date and time for moving of items and coordinating removalists involved with the move;
- (d) Pay a Bond of \$300 prior to any move (as reasonably adjusted by the Manager having regard to inflation and industry standards), payable to the Building Management, of which the Owners Corporation has the right to use the Bond and can recover from the resident any amounts payable exceeding the Bond to offset any cost for the rectification of any damage caused.

The payment of any Bond may incur a processing fee of which the Owners Corporation/Building Management may enforce to be paid by the Owner or their representative.

- (e) Any requests for times outside those as designated by the Owners Corporation/Building Management may be refused at the sole discretion of the Owners Corporation/Building Management. In the event such a request is approved, a reasonable service fee approved by the Owners Corporation/Building Management of which will not be reimbursed, to compensate for the supervision of such move will also be required to be paid in advance and in addition to the Bond.
- (f) Owners and Occupiers will be liable for any damage caused to the Common Property by the moving or transportation of the furniture and goods of the Owner (or of the Occupier of the Owner's Lot) in and around the building, regardless of whether a professional moving company is engaged to move the furniture and goods.
- (g) Only use those parts of Common Property, and at such times, as the Owners Corporation or Building Management allows;
- (h) Only use the lifts nominated by the Owners Corporation or Building Management to carry the items between the times specified for the move to take place and only after the Owners Corporation or Building Management has placed protective covers in the lift to minimise damage;
- (i) Not allow any items to contact the lift doors or walls, including static contact by leaning or stacking the items against the lift door;
- (j) Not restrict access to any lifts, lobbies, fire escapes or Car Park area; and
- (k) Not carry the items through any building or the Common Property unless consent is provided by the Owners Corporation or Building Management.

#### 4.1.3. Moving goods (other than Moving in or Vacating)

- (a) An Owner or Occupier (other than of any Commercial Lot) must not move any bulky or heavy goods, or other goods that may damage or obstruct any part of the Common Property, into or out of the Development:
  - (i) without first obtaining the Owners Corporation's consent to do so;
  - (ii) if using any of the lifts, unless protective covers have been installed by the Owners Corporation in the lift;
  - (iii) without first making an appointment with the Owners Corporation to be present at the move at least two Business Days before the intended move;
  - (iv) other than strictly in accordance with the directions of the Owners Corporation, which may include a direction to only load and deliver any goods from a rear entrance; and
  - (v) if moving any goods into the Residential Lots, by only using the goods lift for the Residential Lots.
- (b) An Owner or Occupier must take all reasonable steps to prevent any damage to any Common Property when moving anything over Common Property or through the Development.
- (c) If damage is caused to any Common Property when moving anything over Common Property or through the Development, the Owner or Occupier who

is responsible for the move must pay on demand the costs of the Owners Corporation to repair the damage.

- (d) If an Owner or Occupier wishes to move into the Development on a weekend or after hours, that Owner or Occupier must pay the costs, expenses and charges that Building Management has determined to employ or contract staff to oversee this task, to ensure the Common Property is protected.
- (e) Weekend and moves after hours can only be done after payment of the fee if determined necessary and approved by the Owners Corporation.

#### 4.2. Pets and animals

4.2.1. An Occupier must ensure that any pet or animal that is in its Lot or under its effective control:

- (a) is not brought into any of the common areas associated with any recreational facilities;
- (b) does not urinate or defecate on Common Property or create any other mess or damage whether by digging, scratching or otherwise;
- (c) is appropriately toilet trained onto a suitable catchment separate, and situated above the pavers on balconies or terraces, so that pets are unable to defecate or urinate on the pavers which can ultimately fall between the pavers to the surface underneath;
- (d) does not in any way interfere with a person's lawful use any enjoyment of any Lot or Common Property;
- (e) is registered and vaccinated as required by any Law;
- (f) wears an identification tag clearly showing the pet Owner's address and/or telephone number;
- (g) is at all times restrained by a leash and kept under control; and
- (h) is at all times kept within its Lot, other than for the sole purpose of entering or exiting the Development.

4.2.2. An Owner or Occupier:

- (a) must at all times be present with its pet or animal or any pet or animal under its effective control when on Common Property; and
- (b) is responsible for all mess or damage that its pet or animal or any pet or animal under its effective control causes or contributes to.

4.2.3. The Owners Corporation may resolve to have a pet or animal removed from the Development if in the reasonable opinion of the Owners Corporation, the pet or animal:

- (a) poses a danger or risk to any person or property; or
- (b) has caused or is reasonably likely to cause a disturbance, noise or nuisance.

4.2.4. An Owner or Occupier of a Lot who is keeping an animal that is the subject of a Notice under Rule 4.2.3. must immediately remove that animal from its Lot and the Development.

4.2.5. Rules 4.2.3. and 4.2.4. do not apply to an animal that assists a person with an impairment or disability.

#### 4.3. Smoking

4.3.1. An Owner or Occupier must ensure that they and their Invitees do not smoke on any Common Property or otherwise in contravention of any Law.

4.3.2. An Owner or Occupier must ensure they and any of their Invitees do not drop cigarette butts from on to the common areas or, on to any balcony areas of the apartments below them.

#### 4.4. Alcohol and glass

4.4.1. An Owner or Occupier must not, without first obtaining the Owners Corporation's consent to do so:

- (a) consume alcohol on the Common Property; or
- (b) take or permit to be taken glassware or other breakable items onto the Common Property (safe transit of those items to a Lot excepted).

#### 4.5. Signs

4.5.1. An Owner or Occupier (including any agent or other representative of an Owner or Occupier) must not:

- (a) erect or affix any sign, notice or advertising (including in relation to the sale or lease of a Lot) anywhere that could be visible from outside its Lot. This Rule does not apply to any Commercial Lot;
- (b) erect or affix 'for sale' or 'for lease' boards or signs on the exterior of any Lot or any part of Common Property or any part of the exterior of the building. This Rule does not apply to any Commercial Lot; and
- (c) use its Lot or any part of it for an auction process without the consent of the Owners Corporation.

#### 4.6. Intended use

An Owner or Occupier must not use any entrance, passage, stairway, landing, pathway or any part of the Common Property for any purpose other than the purpose for which they are provided, intended or properly available.

#### 4.7. Bicycles

4.7.1. An Owner or Occupier must:

- (a) not bring any bicycle into a Lot or on any part of Common Property for any purpose other than for storing it in a Lot, but not on any balcony or terrace, or in the area designated for bicycle storage by the Owners Corporation;
- (b) provide their contact details to Building Management or Owners Corporation representative on request regarding security access to the bicycle storage area; and
- (c) if directed to by Building Management, pre-register any bicycle they store in a designated bicycle storage area by providing a photo of or allowing Building Management to take a photo of any bicycle to be stored in a designated bicycle storage area, in addition to any other measures the Owners Corporation

decides is necessary in able to prove the Ownership of any bicycle stored in a designated bicycle storage area.

The Owners Corporation may at its absolute discretion, but not without making efforts to identify what is deemed to be an abandoned bicycle, decide to remove from Common Property and store for a maximum period of three months before disposing of what has been deemed an abandoned bicycle.

#### 4.8. Mail

##### 4.8.1. An Owner or Occupier must:

- (a) clear its mail-receiving box of all material and objects frequently to avoid unsightly build-up, whether the mail, newspapers or advertising material is solicited or not;
- (b) arrange for Rule 4.8.1.(a) to be complied with by another person, should the Owner or Occupier be absent for any reason for any period of more than two nights;
- (c) not affix any signs or notices to their letterboxes unless supplied by the Owners Corporation; and
- (d) supply the Manager with their current email address and agree that all correspondence will be sent via email or pay a fee as nominated by the Owners Corporation for mail to be posted to them.

##### 4.8.2. The Owners Corporation may remove unsightly build-up in or around any mail receiving box and/or newspaper receptacle and:

- (a) is under no obligation to retain or store anything that is cleared; and
- (b) may destroy anything that it removes.

#### 4.9. Use of equipment, Services and amenities on Common Property.

##### 4.9.1. Parcel lockers

- (a) Definition – In this Rule, “Parcel Locker” means a secure parcel collection locker installed to the Development for users to collect delivered parcels, which may be provided by a third-party operator.
- (b) An Owner or Occupier who elects to use a Parcel Locker does so on the undertaking that they will comply with any terms and conditions set by a third-party Parcel Locker operator.
- (c) An Owner or Occupier who elects to use a Parcel Locker must first register as a user with the Owners Corporation (including on a mobile app or other electronic platform) in accordance with the terms and conditions set by the Owners Corporation for registration.
- (d) An Owner or Occupier is responsible for ensuring parcels fit within the size limitations of a Parcel Locker and the Owners Corporation is not responsible for any undelivered parcel, refused delivery or parcel left outside a Parcel Locker.
- (e) Parcels must be collected within 48 hours of delivery as notified to the recipient, failing which the Owners Corporation reserves the right (whether through its Building Management) to:

- (i) remove the uncollected parcel;
- (ii) store the uncollected parcel as the Owners Corporation (or Building Management) deems appropriate; and
- (iii) dispose of the uncollected parcel if not collected within a reasonable time;

and in such event the Owners Corporation may recover an administration and/or storage fee from the Lot Owner or Occupier as a debt due and payable.

#### 4.10. Vehicles and parking

4.10.1. The Owners Corporation may enter into an agreement with local Council pursuant section 90D of the Road Safety Act 1986 for the provision of parking services, including the issuing of parking infringement Notices, fines, detention and towing of vehicles, of which Owners and Occupiers must:

- (a) not exceed the maximum time allowed to park on Village Avenue; and
- (b) abide by any Private Parking Agreement made between the Owners Corporation and the local Council.

4.10.2. An Owner or Occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

- (a) to be parked or left in parking spaces situated on Common Property and allocated for other Lots;
- (b) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
- (c) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

4.10.3. An emergency referred to in Rule 4.10.2. means a situation where there is a reasonable and present risk of loss of life, injury or damage to property.

4.10.4. Notwithstanding Rules 4.10.2 and 4.10.3. an Owner or Occupier must move any motor vehicle or other vehicle off Common Property if requested by the Owners Corporation to do so.

4.10.5. An Owner or Occupier must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle to be parked or left:

- (a) in an area designated for visitor parking; or
- (b) on a Lot not owned by the Owner or Occupier or which the Owner or Occupier is legally entitled to use.

#### 4.10.6. Electric car charging

- (a) Users of the charging stations:
  - (i) must follow the instructions displayed on or near the charging station;
  - (ii) must follow the instructions for recharging as set out in their vehicle's driver handbook or manual;

- (iii) must only charge their electric vehicle at designated charging stations (unless the Owners Corporation has approved otherwise);
  - (iv) must unplug and remove their vehicle from parking spaces designated for communal electric car charging as soon as possible after the charging system indicates that the vehicle is fully charged (and the vehicle's driver handbook or manual should be referred to in this regard)
  - (v) must not use a charging station or parking space designated for car charging in a way that may put the charging station, a person or another person's vehicle at unnecessary risk;
  - (vi) acknowledge that charging stations are not supervised and are used entirely at the user's own risk;
- (b) An Owner or Occupier must not install an electric vehicle charger (or associated cabling and accessories) on Common Property unless approved by the Owners Corporation.
  - (c) An Owner or Occupier must not install an electric vehicle charger (or associated cabling and accessories) on a private vehicle parking space without the Owners Corporation's prior written consent and then only in accordance with any directions and conditions imposed by the Owners Corporation.

#### 4.11. Damage to Common Property

- 4.11.1. An Owner or Occupier of a Lot must not alter the Common Property without the written approval of the Owners Corporation.
- 4.11.2. An Owner or Occupier of a Lot must not alter a structure that forms part of the Common Property without the written approval of the Owners Corporation.
- 4.11.3. An approval under Rule 4.11.1. or 4.11.2. may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- 4.11.4. An Owner or person authorised by the Owner, may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- 4.11.5. The Owner or person authorised by the Owner, must keep any device, screen or barrier installed in good order and repair.
- 4.11.6. An Owner or Occupier may only install a locking or safety device to protect the Lot against intruders, or a fly screen to prevent entry of animals or insects, after the Owners Corporation has confirmed that the proposed device, screen or barrier is soundly built and is consistent with the colour, style and materials of the Development.
- 4.11.7. An Owner or Occupier may not install additional locks or devices to the main apartment fire door that could cause it to be made non-compliant to the fire regulations annual audit.

## 5. Lots

### 5.1. Change of use of Lots.

5.1.1. An Owner or Occupier of a Lot must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

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

5.1.2. An Owner or Occupier must not use its Lot in any manner that may risk the health, safety or security of others.

5.1.3. An Owner or Occupier may only change the original permitted use of its Lot:

- (a) after receiving the consent of the Owners Corporation to do so. This Rule does not apply to any Commercial Lot;
- (b) after obtaining all consents, permits and other permissions required by Law to effect the change; and
- (c) provided that no other Rule will be or is reasonably likely to be breached as a consequence of the change of use.

5.1.4. An Owner or Occupier of a Residential Lot must not, and must ensure that the Residential Lot or the Common Property is not used for any trade, profession or business nor permit any other person to do so, unless:

- (a) the relevant planning scheme does not prohibit the relevant trade, profession or business to be carried on in a Residential Lot;
- (b) the Owner or Occupier has obtained all necessary permits from the relevant authorities to enable the relevant trade, profession or business to be carried on in that Residential Lot; and
- (c) the Owner or Occupier operates the relevant trade, profession or business in accordance with the permit.

5.1.5. The Owner or Occupier of a Residential Lot must ensure that the Lot is not used for any purpose that is prohibited by Law (including all town planning laws and zoning instruments).

5.1.6. not use or permit their Lot to be used as a serviced apartment or for short-stay rentals in contravention of any restrictive covenant registered on the Plan of the Development.

5.1.7. An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement, to ensure that any tenant of the Lot and any guest of that tenant complies with the Rules.

5.1.8. An Owner must not and must ensure any Occupier of its Lot does not do anything on the Lot which would:

- (a) compromise the fire safety:
  - (i) of the building by carrying out any activity on the Lot that causes overcrowding on the floor or results in occupation on the floor in excess

of the maximum numbers accommodated under the Building Code of Australia for non-commercial residential use;

- (ii) of the Lot by installing any temporary or permanent partitions within the Lot or installing any heating or cooling devices or any additional Service or amenity in the Lot without the Owners Corporation's prior approval;

This Rule does not apply to any Commercial Lot:

- (b) compromise the Owners Corporation's ability to make a claim under its insurance or cause the insurer to require the policy to be converted into a commercial premises policy;
- (c) compromise the security of the building by:
  - (i) leaving any doors providing access to the Lot or the building unlocked or holding any door ajar for multiple persons to enter the Building;
  - (ii) leaving any Security Key in the mailbox or in any unsecured location or in a Security Key safe;
  - (iii) failing to notify Building Management the details of any Occupier of the Lot and an out of normal business hours contact address and telephone number for each Occupier of the Owner's Lot and must promptly advise Building Management of any change in such address or telephone number.

5.1.9. If an Owner or its Occupier breaches this Rule 5., the Owner must pay the Owners Corporation any charges, fees, fines or penalties or Losses incurred by the Owners Corporation in relation to:

- (a) the non-compliance including, without limitation, administrative costs, and legal costs;
- (b) any resultant breach by the Owners Corporation of any law applicable to the Development including rectification costs;
- (c) the Owners Corporation not being able to make a claim against its insurer or as a result of the insurer rejecting the Owners Corporation's claim; and
- (d) any increase in the costs of running the Owners Corporation as a result of the breach.
- (e) For the sake of clarity, it is confirmed that if the Owner's or its Occupier's actions result in the Owners Corporation having to put into place a different insurance policy, the Owner must pay the Owners Corporation the difference between the cost of the policy before the increase and the new insurance premium.

5.1.10. The Owners Corporation requires all balconies be inspected on request at reasonable intervals to ensure there are no items that could cause a fire being stored on them.

5.1.11. For the purpose of this Rule 5.:

- (a) "**Costs**" means all professional and trade costs, fees, expenses, and disbursements associated with any damage caused as a result of the use of a Lot in breach of this Rule, and includes Enforcement Costs;

- (b) **"Enforcement Costs"** means the costs associated with the enforcement of this Rule, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;
- (c) **"Indemnify"** means the Owner indemnifying the Owners Corporation in respect of the use of a Lot in breach of this Rule, including but not limited to the following:
  - (i) all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;
  - (ii) any sum payable by way of increased premiums; and
  - (iii) any costs or damages for which the Owners Corporation is or becomes liable.

5.1.12. Where the Owners Corporation has incurred Costs on behalf of an Owner or Occupier, the Owners Corporation may recover those Costs from the Owner, including by charging those Costs to the Owner's Lot account, with all the associated rights of recovery

5.1.13. The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this Rule.

## 5.2. Appearance and use of Lots.

An Owner or Occupier of a Lot:

- 5.2.1. must not maintain within the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the building;
- 5.2.2. 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;
- 5.2.3. must not install any pipes, wiring, cables or associated equipment to the external face of the building;
- 5.2.4. must not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure of any kind within or upon a Lot, to include a balcony or terrace, or on Common Property without the written consent of the Owners Corporation (at its absolute discretion);
- 5.2.5. must not allow any balcony or terrace to become unkept or overgrown or unsightly.
- 5.2.6. must not place any item of clothing, washing, towel or other article on a Lot, to include a balcony or terrace, in such a way so as to be visible from the Common Property, another Lot or outside the Building;
- 5.2.7. must not hang or permit to be hung any item of clothing, washing, towel or other article from any balcony or exterior surfaces within a member's Lot or on the Common Property, except in places expressly provided for such purpose; and
- 5.2.8. must ensure that the spoon drain located on the ground adjacent perimeter walls of the Car Park are not blocked in any way that may prevent water draining as intended.

### 5.3. General

An Owner or Occupier of a Lot must:

- 5.3.1. give prompt notice to the Owners Corporation of any accident to or fault in the water pipes, gas pipes, electrical, heating or cooling installations or fixtures which comes to its notice, and the Owners Corporation has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs as it or they deem necessary for the safety and preservation of the Development as often as may be necessary;
- 5.3.2. regularly clean the interior and exterior of all windows forming part of his Lot;
- 5.3.3. notify the Owners Corporation of any proposed change of Ownership or occupancy of his Lot;
- 5.3.4. notify any proposed Owner or Occupier of his Lot of all terms and conditions of any licenses or agreements in place that affect his Lot or the Common Property;
- 5.3.5. only use light power or heat generated by electrical current or gas supplied through meters except in the case of emergency or failure of supply when the Lot Owner or Occupier may use other sources of energy except a naked flame;
- 5.3.6. be responsible for closing any gates or doors when entering and leaving the Common Property;
- 5.3.7. exercise a high degree of caution and responsibility when entering building entrances, doorways, lifts and stairwells to ensure inadvertent access is not granted to unauthorised persons (including attempted 'tailgating');
- 5.3.8. allow reasonable access to any part of his Lot for any tradesperson, contractor or service person employed by the Owners Corporation for the purpose of maintenance or repair of the Common Property or his Lot or any plant equipment, Service, facility or utility;
- 5.3.9. Owners and Occupiers of Lots with either a balcony or terrace with a pod and paver flooring must:
  - (a) take note of where waste points are located beneath pavers, by referencing the balcony drainage plans provided at settlement or by requesting such from the Building Manager, and ensure regular seasonal maintenance is carried out to ensure leaf litter/dirt is removed to prevent blocking of drains; and
  - (b) ensure that any pet is appropriately toilet trained onto a suitable catchment separate, and situated above the pavers, so that pets are unable to defecate or urinate on the pavers which can ultimately fall between the pavers to the surface underneath.
- 5.3.10. Owners and Occupiers of Lots with either a balcony or terrace must first obtain the written consent of Building Management prior to placing a Barbecue on their balcony or terrace and must always ensure that the storage and use of any Barbeque is in strict compliance with The Metropolitan Fire Brigade's High-Rise Building Fire Safety guidelines. ([www.mfb.vic.gov.au](http://www.mfb.vic.gov.au))

The storage and use of Smokers, Fire Pits and any charcoal-style grills are strictly prohibited, and must be removed upon written demand by the Owners Corporation.
- 5.3.11. Owners and Occupiers must observe the terms of any notice displayed by the Owners Corporation or of any statutory authority.

#### 5.4. Renovations/Building Works to Lots.

##### 5.4.1. Process for Building Works

An Owner or Occupier must obtain the Owners Corporation's consent prior to undertaking any Building Works relating to a Lot or Services such as demolishing walls or altering the design of a Lot, to include the installation of any new walls in their apartment. (New bedrooms or spaces to add additional beds is not permitted). Prior to commencing works under this Rule, the Owner or Occupier must:

- (a) if an Owner or Occupier, provide the Owners Corporation with written approval of the Owner that the proposed works may be undertaken;
- (b) provide the Owners Corporation with copies of plans, specifications and permits, consents and approvals, if the Building Works include any structural related works or works related to the Services;
- (c) If structural alterations are required, pay all costs for the Owners Corporation to appoint independent qualified consultants necessary to obtain professional advice to enable it to properly review and determine whether or not to consent to the proposed Building Works including:
  - (i) Appointment of a building surveyor; and
  - (ii) Appointment of, directly or by subcontract, other experts selected by the Owners Corporation from whom the building surveyor requires input.
- (d) subject to the Member complying with all obligations under Rule 5.4.1.(a)–(c), the Owners Corporation will use all reasonable endeavours to act as quickly as possible to provide feedback or consent regarding any proposed Building Works;
- (e) prior to commencement of any works, provide the Owners Corporation with:
  - (i) A copy of the relevant public liability insurance policy and certificate of currency pertinent to the proposed works;
  - (ii) An estimated completion time for the works;
- (f) follow the reasonable requirements and directions of the Owners Corporation;
- (g) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and provide a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation on request;
- (h) ensure the proposed Building Works are undertaken in a proper and workmanlike manner and following the drawings and specifications;
- (i) ensure that the proposed Building Works comply with all laws, including obtaining an occupancy permit or final inspection when necessary;
- (j) ensure the proposed Building Works are undertaken at times and in a way that minimise damage, disturbance and inconvenience to others;
- (k) prior to occupation, allow a building surveyor (appointed by the Owners Corporation at the cost of the Owner) to inspect the completed works on behalf of the Owners Corporation and to the extent that they relate to

Common Property or the Services, confirm in writing to the Owner and the Owners Corporation, that these works are acceptable and that the Owner can commence occupying the particular Lot or area for that Lot; and

- (l) if the works to the particular Lot are not acceptable to the Owners Corporation on the basis that in the professional opinion of the building surveyor, they adversely impact Common Property or the Services, the Owner must rectify the works to the satisfaction of the Owners Corporation building surveyor.

#### 5.4.2. Restrictions on Building Works

The Owner or Occupier must ensure that they and their agents and contractors undertaking the works comply with the following restrictions:

- (a) no building materials may be stacked or stored outside their Lot or in Common Property;
- (b) no scaffolding may be erected on the Common Property or the exterior of their Lot;
- (c) Building Works must be undertaken during times permitted by local laws, as required by any responsible Authority or the Owners Corporation;
- (d) the exterior of any building or the Lot and the Common Property must be clean and in a safe state at all times;
- (e) construction vehicles and construction worker's vehicles must not be parked on the Common Property or in any other Owner's or Occupier's vehicle parking space;
- (f) the method of the building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation;
- (g) access to other Lots or the Common Property to install or maintain Services or to do any Building Works requires the consent of the Owner of the relevant Lot or, in the case of Common Property, the consent of the Owners Corporation;
- (h) not interfere with the retail/commercial operations within the Development, including, but not limited to restricting access to Lots on which retail / commercial activities take place (other than the Lot on which the works are being undertaken).

#### 5.4.3. Damage to Common Property

- (a) An Owner or Occupier must immediately clean and remove any dirt, debris or other rubbish resulting from the Building Works.
- (b) If the Owner or Occupier breaches this Rule 5.4.3.(a), the Owner or Occupier indemnifies the Owners Corporation against any damage, expense, Loss or liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans the Common Property or the Services.

#### 5.4.4. The Owner or Occupier must pay Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed Building Works, the Owner or Occupier must pay on demand the reasonable fees and expenses which the Owners Corporation incurs for seeking that advice.

## 5.5. Vehicles and parking

### 5.5.1. An Owner or Occupier must:

- (a) not remove, replace or in any way alter a wheelstop on a vehicle parking space without the Owners Corporation's prior written consent;
- (b) maintain any part of any vehicle parking space comprised in his Lot or licensed to the Lot Owner or Occupier visible from the exterior of the Lot in a clean and tidy condition;
- (c) not paint over or re-paint any part of an Owner's vehicle parking space including the existing line-marking;
- (d) not grant a lease, licence or other occupancy right over a vehicle parking space independently of a lease, licence or occupancy right over the corresponding apartment Lot;
- (e) drive in a manner that observes all signs that are on Common Property in relation to the use of any vehicle;
- (f) park wholly within their allocated vehicle parking space;
- (g) not park in a Lot that is not designated to them without the written permission of the relevant Owner, a copy of which must be provided to Building Management or Owners Corporation on request;
- (h) not at any time exceed 10 kilometres per hour when on Common Property or any slower speed notified by the Owners Corporation from time to time;
- (i) not drive in any manner that is reckless, negligent or dangerous; and
- (j) not leave any unregistered vehicle on a Lot or on the Common Property;

### 5.5.2. An Occupier must:

- (a) only use any vehicle parking space for the parking of registered and roadworthy vehicles; and
- (b) ensure that its vehicle parking space remains free from oil, coolant, grease, Contaminants or other materials or substances.

5.5.3. The cost of the Owners Corporation to clean and remove oil, coolant, grease, Contaminants or other materials or substances from any Lot will be a debt due to the Owners Corporation, payable on demand, by the Occupier that is responsible for the vehicle that has dropped the oil, coolant, grease or other materials or substances accessing the Lot, whether or not that Occupier is the registered Owner of that vehicle.

## 5.6. Storage Lots

For the purposes of this Rule, **"Storage Unit"** means a storage unit, locker, cage, cabinet or box installed on a storage Lot or private vehicle parking space (as permitted).

### 5.6.1. An Owner or Occupier must:

- (a) not grant a lease, licence or other occupancy right over a storage Lot independently of a lease, licence or occupancy right over the corresponding apartment Lot;
- (b) not install, modify, alter or remove a Storage Unit without first obtaining the written consent of the Owners Corporation, and then only in accordance with

any conditions of consent imposed by the Owners Corporation (including only using suppliers and contractors approved by the Owners Corporation to ensure consistency of Storage Unit type and appearance);

- (c) ensure that any new installation, modification or alteration of a Storage Unit does not interfere with any mechanical, electrical, hydraulic, fire safety or other building services;
- (d) only use a Storage Unit for storage and for no other purpose, ensuring that such uses do not cause a nuisance, hazard or damage to adjoining Lots or Common Property;
- (e) not store within the Storage Unit any flammable material, gas or liquids other than a reasonable volume of normal domestic products for private use, and then only if they are safely and properly secured in their respective containers and at the Lot Owner or Occupier's own risk;
- (f) not place, hang or affix any shelving to the interior walls of a Storage Unit that would overload the walls;
- (g) not drill through or in any way penetrate the walls of a Storage Unit;
- (h) ensure the Storage Unit is securely locked at all times it is unattended;
- (i) promptly repair or reinstate any damage to a Storage Unit;
- (j) must ensure that the spoon drain within a storage enclosure located on the ground adjacent perimeter walls of Basement Level 2 are not blocked in any way that may result in water damage to your personal belongings and may also impact on other storage areas;
- (k) must ensure that any objects placed in a storage enclosure located on the perimeter walls of Basement Level 2 are either water proofed or contained within water proof containers; and
- (l) allow Building Management to inspect the Storage Unit if Building Management has reasonable grounds to suspect that these Rules have been breached.

5.6.2 In granting its consent or otherwise under Rule 5.6.1.(b), the Owners Corporation must have regard to any limitations or maximum numbers of relocatable Storage Units permitted to be installed on vehicle parking spaces as determined by the Relevant Authority.

## 5.7. Planter boxes

5.7.1. If an apartment Lot contains in-built planter boxes on the balcony, an Owner or Occupier of that Lot must:

- (a) regularly maintain and water the plants in a neat and tidy condition;
- (b) not change or replant the existing plants without the prior written consent of the Owners Corporation; and
- (c) permit access on reasonable notice to the Initial Owner or its builder or contractor to maintain the plants as required if maintenance is covered under any warranty, maintenance or defect liability period provided by the builder or contractor.

5.7.2. An Owner or Occupier who grows plants in pots or planter boxes must only grow plants with non-invasive root systems and will be held liable for all damage by plants which cause a failure in a planter box, a structure and or any waterproof membrane.

5.8. Leased Lots (Occupancy by Non-Owners)

To ensure that the amenity, safety and security of the Building is maintained by and for all Owners and Occupiers, these Rules shall apply in regard to leasing (renting) or occupancy of Lots by non-Owners:

5.8.1. An Owner may not lease, licence or grant any other occupancy rights in respect of a Lot for a term of less than 28 days without first obtaining the consent of the Initial Owner to that occupancy. Residential Lots may not be used as a Serviced Apartment.

5.8.2. An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of a Lot, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Security Key to the Owner upon expiry of the Occupier's lease or licence.

5.8.3. Without evidence of a written authority signed by the relevant Owner or the Owner's agent, the Owners Corporation may:

- (a) not issue or replace lost Security Keys to or for non-Owners; and
- (b) disallow personal access and entry (or exit) of goods by non-Owners.

5.8.4. In order to maintain currency of occupancy records, Owners or the Owner's agent, must notify the Owners Corporation in advance of:

- (a) details of new leaseholders or other changes of occupancy, to include names and a contact telephone number and/or email address; and
- (b) details of the expected term of each occupancy.

5.8.5. An Owner of a Lot, which is subject to a lease or licence agreement, must ensure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or licence agreement.

5.8.6. An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee.

## 6. Behaviour of persons

6.1. Behaviour of Owners, Occupiers and Invitees on Common Property.

6.1.1. An Owner or Occupier of a Lot must take all reasonable steps to ensure that guests of the Owner or Occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

6.1.2. An Owner or Occupier must:

- (a) when on Common Property or visible from Common Property be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to any other person;
- (b) not hold parties or gatherings on the Common Property unless the Owners Corporation first consents;
- (c) not use skateboards, scooters, roller skates, roller blades or similar forms of recreation transport on the Common Property; and
- (d) ensure that any child or minor over whom the Owner or Occupier has care, responsibility or control is at all times accompanied by a responsible adult on Common Property.

6.2. Noise and other nuisance control

An Owner or Occupier of a Lot must not:

- 6.2.1. interfere with the peaceful enjoyment of others in the Building, including those lawfully using the Common Property;
- 6.2.2. use or permit to be used any instrument whatsoever which is audible outside its Lot between the hours of 10:00 pm and 8:00 am;
- 6.2.3. permit any entertainment noise or any noise created by any mechanical installation to be audible outside the Lot between the hours of 10:00 pm and 8:00 am;
- 6.2.4. make any disturbing or irritating noises or install or use any appliance, engine, machine or instrument which causes or may be likely to cause noise or vibration in the Development; and
- 6.2.5. hold or permit to be held any social gathering in their Lot or on Common Property which is likely to cause any such noise as set out in this Rule or to cause any nuisance or disturbance to other Owners or Occupiers.

6.3. Default, interest and risk

- 6.3.1. An Owner or Occupier accesses and uses all Common Property at its own risk in all things and at all times.
- 6.3.2. An Owner or Occupier is responsible for and indemnifies the Owners Corporation and other Owners or Occupiers against all Loss incurred or suffered directly or indirectly caused or contributed to by the Owner or Occupier breaching any Rule, including:
  - (a) Loss incurred or suffered directly or indirectly by the Owners Corporation or another Owner or Occupier;
  - (b) legal fees and disbursements on a full indemnity basis and any Counsel or consultant's fees and expenses at the rate charged to the Owners Corporation incurred in obtaining any advice or representation in relation to a breach or a failure to comply; and
  - (c) additional costs and expenses including interest at the rate set out in Rule 6.3.2.

- 6.3.3. Rule 6.3.2. operates in addition to and does not in any way limit any other right or remedy of the Owners Corporation.
- 6.3.4. Any default in respect of which Loss is incurred shall be deemed not to have been remedied unless and until the default is remedied and payment to compensate for the Loss made.
- 6.3.5. The Owners Corporation need not incur a Loss or make a payment before enforcing a right of indemnity conferred by these Rules.
- 6.3.6. Each indemnity in these Rules is a continuing obligation, separate and independent from the other obligations of an Owner or Occupier and survives an Owner or Occupier ceasing to be an Owner or Occupier.
- 6.3.7. Time shall remain the essence of these Rules notwithstanding any waiver given or indulgence granted by the Owners Corporation.
- 6.3.8. An Owner or Occupier must pay interest on any money payable by it under these Rules:
  - (a) from the due date for payment until the money is paid;
  - (b) on demand or whenever other monies are paid under these Rules, whichever occurs first;
  - (c) that is calculated and capitalised daily; and
  - (d) that is at the rate fixed under section 2 of the Penalty Interest Rates Act 1983 at the relevant time.
- 6.3.9. The Owners Corporation's right to interest does not limit any right of the Owners Corporation or:
  - (a) prevent the Owners Corporation recovering any amount exceeding the interest as a consequence of any default; or
  - (b) affect an Owner or Occupier's obligation to pay the outstanding amount on the date it becomes due for payment.
- 6.3.10. The Owners Corporation may but is not obliged to carry out any obligation of an Owner or Occupier that the Owner or Occupier has failed to carry out and if the Owners Corporation elects to do this, the Owner or Occupier must pay all costs of the Owners Corporation in doing so on an indemnity basis and on demand by the Owners Corporation to do so.

## **7. Dispute resolution**

- 7.1. Dispute resolution, including internal grievance procedures, hearing procedures and communication procedures.
  - 7.1.1. The grievance procedure set out in this Rule applies to disputes involving a Lot Owner, Manager, or an Occupier or the Owners Corporation.
  - 7.1.2. The party making the complaint must prepare a written statement in the approved form.
  - 7.1.3. If there is a grievance Committee of the Owners Corporation, it must be notified of the dispute by the complainant.

- 7.1.4. 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.
- 7.1.5. 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.
- 7.1.6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 7.1.7. 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.
- 7.1.8. This process is separate from and does not limit any further action under Part 10 of the Act.

## **8. Notices**

### **8.1. Notice must be in writing**

A Notice has no legal effect unless it is in writing.

### **8.2. Method of Serving Notice**

In addition to any other method of service provided by law, the Notice may be:

- 8.2.1. sent by prepaid post to the last known address of the addressee;
- 8.2.2. delivered at the last known address of the addressee or subsequently notified by the addressee to the Owners Corporation; or
- 8.2.3. sent by email to the email address of the addressee as noted on the Owners Corporation register.

### **8.3. Notices treated as received**

#### **8.3.1. A Notice must be treated as given and received:**

- (a) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting; or
- (b) if sent by email before 5:00 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- (c) if otherwise delivered before 5:00 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

#### **8.3.2. A Notice sent or delivered in a manner provided by Rule 8.2. must be treated as validly given to and received by the party to which it is addressed even if:**

- (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
- (b) the Notice is returned unclaimed.

### **8.4. Notice given to solicitors**

- 8.4.1. Any Notice by a party may be given and may be signed by its solicitor.

- 8.4.2. Any Notice to a party may be given to its solicitor by any of the means listed in Rule 8.2. to the solicitor's business address or email address.

## **9. Commercial Lot(s)**

- 9.1. An Owner or Occupier of a Commercial Lot may install signs on the Commercial Lot or on those parts of the Common Property approved by the Owners Corporation from time to time:
  - 9.1.1. which are of the nature usually displayed in connection with businesses of the nature carried on in the relevant Commercial Lot;
  - 9.1.2. which are in keeping with the architectural style of the improvements making up the Common Property; or
  - 9.1.3. which advertise that the relevant Commercial Lot or part of it is for sale or lease.
- 9.2. Any question as to whether signs comply with this Rule if not resolved by agreement are to be determined by an architect appointed by the President of the Royal Australian Institute of Architects – Victorian Chapter at the request of either the Owners Corporation or any Owner of any Commercial Lot. That architect's determination will be final and binding on the relevant Owner and the Owners Corporation and the architect's fees must be paid by the relevant Lot Owner and Owners Corporation in equal shares.
- 9.3. The architect will be acting as an expert and not as an arbitrator when making a determination under this Rule.
- 9.4. Without limiting any other rule and subject always to any laws including any planning permit and planning scheme, the Owner or Occupier of all or any part of a Commercial Lot must:
  - 9.4.1. ensure that waste is disposed only in the bins allocated to Commercial Lot(s) and that any spills, leaks and dropped waste in the course of transporting the waste is immediately cleaned;
  - 9.4.2. ensure lids on bins allocated to Commercial Lot(s) are securely closed and locked after each use;
  - 9.4.3. ensure all cardboard and paper waste is cut up or folded flat and neatly contained in bins;
  - 9.4.4. not store bins, bottles, cardboard/paper or any other refuse on Common Property except where designated by the Owners Corporation from time to time;
  - 9.4.5. ensure any perishable rubbish must be refrigerated and hidden from view;
  - 9.4.6. only wash down bins within the Owner or Occupier's premises, excluding vehicle parking spaces, at times and in a manner designated by the Owners Corporation (if any);
  - 9.4.7. ensure that any mechanical flue is appropriately filtered and any grease trap is cleaned regularly; and
  - 9.4.8. ensure that any deliveries are accessed via any point of ingress nominated from time to time by the Manager.

## **10. Initial Owner's Rights**

- 10.1. Definitions – In this Rule, “Initial Owner” means East Brunswick Village Pty Ltd (ACN 147 061 372).
- 10.2. Nothing in these Rules will prevent or hinder the Initial Owner from completing construction of improvements on the Land and nothing in these Rules will prevent or hinder the Initial Owner from selling any Lot and without limitation the Initial Owner may:
  - 10.2.1. use any Lot as a display Lot to assist in the marketing and sale of other Lots or other property developed or to be developed by it;
  - 10.2.2. place anywhere on the Common Property signs and other materials relating to sale of Lots or relating to the display Lot;
  - 10.2.3. conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
  - 10.2.4. use in any way it considers necessary any part of the Common Property for the purposes of selling Lots; and
  - 10.2.5. use in any way it considers necessary any part of the Common Property to facilitate completion of construction of improvements on the Land.
- 10.3. Initial Owner's Obligations

In exercising its rights under this Rule the Initial Owner must use reasonable endeavours to minimise inconvenience to Owners and Occupiers as reasonably practicable in the circumstances.