

CONSOLIDATED RULES OF THE OWNERS CORPORATION

OWNERS CORPORATION NO. PS 742791A
104-112 HAINES STREET, NORTH MELBOURNE

“Reflections”

1. Health, Safety and Security

1.1 Health, Safety and Security of Owners, Occupiers and Guests

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) Use or permit any lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;
 - (2) Move any article likely to cause damage or obstruction through the 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;
 - (3) Do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation without the prior written consent of the Owners Corporation;
 - (4) Obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;
 - (5) Use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct or use any fire stairway or fire escape, except in the case of an emergency;
 - (6) Install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or otherwise void the Owners Corporation's insurance policy;
 - (7) Throw objects or allow objects to fall from a lot or the Common Property;
 - (8) Exceed the floor loadings for the Lot; or
 - (9) Must not do or permit to be done anything that may jeopardise the safety and security of residents and or guests to the building.
- (b) An Owner or Occupier must:
 - (1) Ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and
 - (2) Lock the windows, external doors and courtyard gates of the Lot when the Lot is unoccupied; and
 - (3) Report lost or stolen keys, swipes or other such security pass for the building as soon as possible; and
 - (4) Take all reasonable steps to secure private storage Lots and vehicles.

- (c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:
 - (1) The Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;
 - (2) The security system may, at the discretion of the Owners Corporation, include:
 - (A) The issue of security access cards, devices, codes or systems upon conditions, including charging and receiving deposits as determined by the Owners Corporation or its agent from time to time;
 - (B) The right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;
 - (C) The right to enter upon any part of the Development to maintain its security;
 - (D) The right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - (E) That parts of the Common Property are secured against entry; and
 - (F) Security patrols, locks and other security devices or procedures to implement or operate it; and
 - (G) Request a Lot Owner, Occupier or guest to the property to provide a written statement of incident and or police report relating to any crime or security breach on or affecting the common property.
- (d) The Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a lot) arising because:
 - (1) The security system is not operating; or
 - (2) The security system fails to operate as intended.

1.2 Infectious Diseases

- (a) An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.
- (b) The Owner must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of Flammable Liquids and Other Dangerous Substances and Materials

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (1) Store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;

- (2) Store or accumulate in or on any lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or
- (3) Store or accumulate in or on a lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

But this rule does not apply to:

- (4) Chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
- (5) Any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2. Management and Administration

2.1 Management and Administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services except to the extent delegated to the Manager.

2.2 Functions of Manager

The Manager may carry out all functions delegated to him by the Owners Corporation in accordance with the limitations of the Owners Corporations Act 2006, as defined by instrument or contract of appointment under the common seal of the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services

- (a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:
 - (1) Any support or shelter provided by the Lot or the Common Property for any other lot or the Common Property is interfered with;
 - (2) The structural and functional integrity of any part of the Common Property or any other lot is impaired; or
 - (3) The passage or provision of Services through the Lot or the Common Property or any other lot is interfered with.
- (b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.
- (c) An Owner or Occupier must:
 - (1) Not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it;
 - (2) Direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.4 Apportioning of Cost of Services

- (a) 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 Owner or Occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Owner or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Owner or Occupier from the relevant supplier.
- (c) The Owners Corporation may facilitate the scheduled maintenance, induction process, repairs and other maintenance required to car stackers on behalf of Members for a fee.
- (d) The Owners Corporation may impose charges incurred to the Owners Corporation as a direct result of or in response to any incident or event relating to emergency services, health and safety and or security of the common property or the occupants of the building, to the Lot deemed by the Owners Corporation or its agent to be responsible or culpable for the occurrence of the event or incident.
- (e) Sub-rule 2.4(b) does not apply if the concession or rebate:
 - (1) Must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or
 - (2) Is paid directly to the Owner or Occupier as a refund.

2.5 Breach of the Rules or Rules of Use

- (a) A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.
- (b) The Owners Corporation may impose penalties or fines as deemed necessary to deter and or prevent breaches of the Owners Corporation rules.

3. Use of Common Property

3.1 Use of Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) Obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
 - (2) Use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;
 - (3) Without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;

- (4) Do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;
 - (5) Keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);
 - (6) Fail to remove an animal that is the subject of a notice under sub-rule (5);
 - (7) Hold or permit to be held any auction sale in a lot or on the Common Property;
 - (8) Allow a bicycle to be stored anywhere (including in a lot) other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or
 - (9) Bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as restricted by the Owners Corporation or its Manager from time to time.
 - (10) Use or permit use of the common property courtyards or any other such common area as defined on the plan of subdivision for the use of parties or social gatherings without limitation unless prior approval is obtained from the Owners Corporation or its agent in writing confirming such approval.
 - (11) Use or permit the use of the common property courtyards or any other such common area as defined on the plan of subdivision in any manner that may cause undue, excessive or unreasonable noise and or disturbance to occupants after 10.30pm and before 8.30am on each day of the week.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use all Services strictly in accordance with the rules of the Owners Corporation or as otherwise determined by the Owners Corporation or its agent from time to time.

3.2 Vehicles, Parking and Vehicles on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) Use or permit to be used any part of a Car Space other than to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;
- (b) Lease or sub-let any Car Space to a non-resident of the building and in the event a sub-lease has been granted to an occupant of the building with the written consent of the Owners Corporation in accordance with 3.2(a), the lease or sub-let arrangement shall be deemed void in the event the occupant ceases to occupy the building.
- (c) Use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any vehicle;

- (d) Park in a manner where a vehicle encroaches on common property, any other Lot or extend beyond the defined boundaries of the Lot.

Unless in the case of an emergency, park or leave a vehicle or permit a vehicle:

- (e) Park in any space or location other than parking spaces situated on Common Property and allocated for other lots; or
- (f) Park on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot or part of a lot or a parking space; or
- (g) Park or leave a vehicle of any sort in any place other than as so entitled but this sub-rule does not prevent a Guest from using a parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager; or
- (h) Fail to comply with any directions of the Manager, Owners Corporation or building manager about Guest car parking; or
- (i) Load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

3.3 Car Stackers

An Owner or Occupier or guest;

- (a) Must not use or operate the car stacker system unless they have participated in and undertaken appropriate induction training for the safe use and operation of the car stacker system in accordance with the induction process defined by the Owners Corporation or its agent;
- (b) Acknowledge that induction training for the safe use and operation of the car stacker system is the responsibility of the Owner, Occupier or Guest with costs for such service being payable by the recipient of the training and if arranged by or through the Owners Corporation such costs will be charged to the Lot Owner;
- (c) Must not use or operate the stacker system in a manner that may cause damage to the car stacker equipment, the common property or other vehicles;
- (d) Acknowledge that the cost to repair or replace any damaged equipment to the car stacker caused by use without induction training, misuse, unsafe operation or operation without exercising due care and diligence will result in the cost for the necessary repairs and or replacement of the damaged equipment being charged to the Lot Owner;
- (e) Must only use the stacker system for parking of vehicles that are within the size, shape and or dimension specifications defined by the manufacturer deemed to be appropriate for the stacker system;
- (f) Must advise their vehicle insurer that they park their vehicle in a stacker system;
- (g) Indemnifies and releases the Owners Corporation from and against any loss and cost incurred as a direct or indirect result of any stacker operation fault, defect or service interruption caused by scheduled, planned, unplanned or emergency maintenance

- (h) Must not use or operate the car stacker system when it is being maintained, repaired, replaced or in the instance of unexpected circumstances or emergency events and must ensure that any vehicle is removed from the system when required by the Owners Corporation or its agents, contractors or authorised repairers for any scheduled, unexpected or emergency maintenance repair or replacement and indemnifies the Owners Corporation against breach of this rule 3.3
- (i) Acknowledges that the owner of a lot on which the car stacker system is located, even if the owner or occupier does not use the car stacker system, must pay the owners corporation as and when required by the Owners Corporation all fees, costs, levies or expenses incurred in relation to the operation maintenance management and any other expenses levied by the Owners Corporation in relation to the car stacker system including any contributions to any maintenance fund created by the Owners Corporation for the eventual replacement of the car stacking system at the end of its economic or practical life and acknowledges that the Owners Corporation may calculate the cost contributions and liabilities and require payment in any way it considers reasonable and must not challenge such calculation

3.4 Damage to Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) Damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;
- (b) Damage a lawn, garden, tree, shrub, plant or flower on the Common Property or
- (c) Without obtaining the prior written approval of the Owners Corporation, mark, paint, drive nails, screws or otherwise deface or damage a structure that forms part of the Common Property.

3.5 Use of Equipment, Services and Amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) Use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;
- (b) Without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners Corporation or use the article for other than its intended use;
- (c) Without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;
- (d) Modify any air conditioning, heating, ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;
- (e) Install covering to any Storage Area without the prior written consent of the Owners Corporation; or

- (f) Install a covering to any Storage Area which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.6 Drying of Laundry on Common Property or External or Visible Areas of Lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a resident or guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, entrance or landing of a Lot or the Common Property, or where visible from street levels surrounding the development.

3.7 Deposit of Rubbish and Other Material on Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) Store or keep waste or garbage other than within appropriate refuse facilities within the apartment or in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or
 - (2) Leave any rubbish or other materials on the Common Property.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:
 - (1) Remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
 - (2) Ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;
 - (3) Appropriately contain and wrap all general waste garbage to prevent spillage prior to utilising the chute;
 - (4) Ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped and disposed of within the communal waste bins within the designated zones of the common property and not discarded via the chute facilities;
 - (5) Dispose of recycling within the communal waste bins within the designated zones of the common property and not discarded via the chute facilities, ensuring to break down all cardboard boxes and rinse cartons, containers, jars and tins prior to disposal;
 - (6) Utilise the rubbish chute in accordance with the direction of the Owners Corporation, its agent or the building manager, ensuring to take all reasonable steps not to block, damage or impede the use of any chute situated within the development.

4. Lots

4.1 Use of Lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

- (a) Comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;
- (b) Use the Lot only for residential purposes as permitted under the City of Melbourne Planning Scheme;
- (c) Not exceed two occupants per bedroom;
- (d) Not use a privately titled car space for any purpose other than parking a vehicle;
- (e) Not use a privately titled storage spaces and or cages for any purpose other than for storage;
- (f) Not change door locks to the Lot or depart from any registered key system;
- (g) Not misuse plumbing and electrical apparatus;
- (h) Use and maintain the private exhaust fans within the bathrooms and the kitchen to prevent cooking smells, ventilation and condensation issues;
- (i) Keep the Lot clean, free of vermin and in good repair;
- (j) Keep all balconies & terraces clean, tidy and well maintained;
- (k) Not store items on balconies were visible from common property or the surrounding streets;
- (l) Ensure barbeques on balconies are of a suitable size for the size of the balcony and operate by electricity or compliant regulated gas bottle – hot coal barbeques are strictly prohibited;
- (m) Ensure that barbeques are not positioned under or within proximity of any smoke detector or fire protection system that may trigger an alarm and fire response;
- (n) Ensure that a fire blanket and or a 0.9 / 1.1 kg fire extinguisher (appropriately tested and tagged at the expense of the occupier or owner) is positioned within close and accessible proximity to barbeques facilities;
- (o) Not store items on balconies near air conditioning condenser units and ensure adequate clearance in accordance with manufacturer recommendations noting that any cost for damage caused to the building or common property for failure to do so will be the responsibility of the Lot owner;
- (p) Maintain and service air conditioning systems and condenser in good serviceable repair at all times in accordance with manufacturer servicing guideline noting that costs for any damage or fault to the equipment, building or common property for failure to do so will be the responsibility of the Lot owner;
- (q) Keep the car space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;
- (r) Clear each day the contents of the Lot's mail receiving box;
- (s) Promptly replace any broken or cracked glass in a Lot;
- (t) Not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation.

- (u) Not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on or over any balconies or terraces forming part of any lot.
- (v) Not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any lot.
- (w) Not do anything to damage, pierce, drive nails, screw or otherwise deface or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.

4.2 Change of Use of Lots

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

4.3 Leasing of a Lot

- (a) An Owner may lease a Lot but only:
 - (1) By a written lease or tenancy agreement and, if it is a tenancy agreement, it must comply with the provisions of the *Residential Tenancies Act 1997* (Vic); and
 - (2) If the agreement restricts the use of the retail or commercial Lot to specifically exclude the operation of businesses deemed high risk by the Owners Corporation insurer and or injurious to the reputation of the development by the Owners Corporation or its agent such as; brothels, massage parlours (or similar), tattoo parlours, motor cycle shops or other such club houses, food outlets with wok or deep fry cooking (noodle, fish and chips and chicken shops);
 - (3) If the agreement specifies that there are to be no more than two occupants per bedroom;
 - (4) If that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use of the Owners Corporation and common property; and
 - (5) If the tenant signs an agreement confirming acceptance of the Rules and Rules of Use and any other such acknowledge or acceptance that may be deemed necessary by the Owners Corporation or its agent from time to time.
- (b) 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 and the Rules of Use.

4.4 External Appearance of Lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) Install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;

- (b) Allow any balcony or terrace area which forms part of any Lot to be unkempt or unsightly and when cleaning use minimal water, cause other than minimal disturbance to other Owners and Occupiers;
- (c) Make structural alterations to a lot without the written consent of the Owners Corporation;
- (d) Display any placard, advertisement or sign in or upon the Lot or upon the Common Property whatsoever (this rule excludes the Retail lots where any such installation is to be subject to any town planning or any other requirement of the City of Melbourne);
- (e) Display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot or common property whatsoever (this rule includes home offices but excludes the Retail lots where any such installation is to be subject to any town planning or any other requirement of the City of Melbourne);
- (f) Permit any signage advertising a lot for sale, auction or lease on a Lot or Common Property (this rule excludes the Retail lots);
- (g) The Owners Corporation and its agent may install necessary signage in, on and throughout the development as so may be required for compliance and management of the building and its occupants;
- (h) Install basketball hoops or similar devices on a Lot or the Common Property;
- (i) Install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;
- (j) Allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or treated; or
- (k) Paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot or the Common Property;
- (l) Change the outward appearance of or alter internal lot columns.

4.5 Window Furnishings

An Owner or Occupier must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot or is visible from the building exterior unless the surface of the blinds, curtains or other coverings meet the specifications determined by the Developer or as approved in writing by the Owners Corporation.

4.6 Lots Not Properly Maintained

Lot Owners (and Occupiers where applicable) must comply with sections 48, 49 and 50 of the Act.

5. Works

5.1 Works Requirements

An Owner or Occupier must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

- (a) The works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and

- (b) The works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers.

5.2 Requirements Before Proceeding with Works

An Owner or Occupier must not proceed with any works until the Owner:

- (a) Submits to the Owners Corporation plans and specifications of any works proposed by the Owner which affect the external appearance of the Development or any of the lots or Common Property or which affect the Development's structure or Services or the fire or acoustic or environmental and sustainability ratings of any component of the Development;
- (b) Supplies to the Owners Corporation any further particulars of those proposed works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;
- (c) Receives written approval for those works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner;
- (d) Pays the reasonable costs referred to in (c) to the Owners Corporation;
- (e) Agrees to pay for any additional cleaning that may be required as a result of the works;
- (f) Agrees to pay for any other associated costs with changes or amendments to common services and property required to accommodate the proposed works, including but not limited to isolation of fire detectors;
- (g) Agrees to pay a deposit to be held by the Owners Corporation where deemed necessary or applicable to the value specified by the Owners Corporation (not exceeding \$1,500) to be refunded upon confirmation from the Owners Corporation, its agent or any other such service provider authorised by the Owners Corporation, that the Lot Owner and or contractors under the employ of the Lot Owner has not caused damage to or has satisfactorily completed damage repairs to the common property, its assets or that of any other Lot Owner.

5.3 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking works comply with the proper and reasonable directions of the Owners Corporation and Manager about the method of building operation, means of access, use of the Common property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that the employees, agents and contractors are supervised by the Lot Owner or suitably appointed representative in carrying out the works to minimise any damage to or dirtying of the Common Property and Services.

5.4 Contractors or Tradespersons Only to Use Designated Areas

- (a) An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation or Manager for entry and exit;
- (b) An Owner must arrange for provision for provision of temporary security passes at the cost of the Lot Owner as deemed appropriate by the Owners Corporation or its agent with the deposit being returned upon the security passes being returned to the manager.

5.5 Owner to Make Good Damage

An Owner must immediately make good all damage to and dirtying of the Development, the Common Property, the Services or any fixtures, fittings and finishes caused by the works utilising the services of appropriately qualified, licensed and insured contractors to the satisfaction of the Owners Corporation and if the Owner fails to do so within 14 days of request by the Owners Corporation, its agent or building manager, the Owners Corporation may in its absolute discretion make good the damage and dirtying and if so the Owner must indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

5.6 Times for Work on or in Lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) Permit any tradesman, contractor or other person carrying out any works on or in the Lot or the Common Property:
 - (1) On any public holiday or a Sunday; or
 - (2) Before 7.30 am or after 5.30 pm Monday to Friday; or
 - (3) Before 10.00 am or after 5.00 pm on a Saturday;
- (b) Except in the case of an emergency which includes:
 - (1) An interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service or as otherwise defined as “emergency” under the Owners Corporations Act 2006 ;
 - (2) A leak, water ingress, overflow or similar event;
 - (3) Cracking or any other maintenance requirement likely to affect the immediate safety of the occupants or the building in which the Lot is situated.
- (c) In the event of an occurrence as described in 5.6(b) affects any Common Property or another Lot, or in the event of resultant damage, the Owner or Occupier must notify the manager in writing within 24 hours disclosing the circumstances of the event and the contact details of the attending contractor.

5.7 Moving In and Out

- (a) Each Member or Occupier of a Lot must, not less than 2 working days prior to the intended date for moving into or moving out of their Lot, notify the Manager in writing to arrange and register a suitable date and time to facilitate that move. Only those Members or Occupiers that have prior authorisation from the Manager will be permitted to move in or out of a Lot;
- (b) All Members and Occupiers will be required to complete an indemnity form prior to and after the move for submission to the Manager or building manager or other such persons delegated authority to supervise the moving in or out of the occupant;
- (c) Only lifts with lift covers installed are to be utilised for the purpose of moving in and out of a residence within the building;
- (d) Car stacker induction must be completed for occupants who have an allocated parking space within the stacker facilities by prearranged appointment prior to use of this equipment in accordance with the Rules of Use as defined and by the Owners Corporation or its agent;
- (e) All move-ins and move-outs of the building will only be permitted between the hours of 9:00 am and 6:00 pm Monday to Saturday, with no moves permitted to be made on Sundays. Any moves requested out of these hours will be at the absolute discretion of the Owners Corporation and/or Manager.
- (f) Members or Occupiers of a Lot must ensure furniture removal vans do not park in any driveway or in any manner that may cause disruption, inconvenience or disturbance to occupants.
- (g) Members or Occupiers of a Lot must not move any article likely to cause damage or obstruction through the Common Property without first giving the Manager sufficient written notice to enable the Manager to arrange for a representative of the Manager to be present at the time of moving if it is considered necessary.
- (h) All boxes, cartons and containers used in the move-in or move-out must be removed and taken away by the relevant Member or Occupier moving in or out, and not be left anywhere in or about the building, including the garbage area facilities of the building;
- (i) Members or Occupiers may be charged a fee at the discretion of the Owners Corporation in the event boxes, cartons, containers and any other goods and chattels are not disposed of in accordance with the Rules of Use of the Owners Corporation;
- (j) Members or Occupiers of a Lot must comply with all rules and directions made by the Manager or Owners Corporation from time to time regarding moving in or moving out of a Lot.

6. Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Guests on Common Property

- (a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (1) Unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common Property but this rule does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made;
 - (2) Encourage birds by feeding them;
 - (3) Consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto, the Common Property;
 - (4) Use or allow to be used in or on the Common Property, skateboards, roller skates or roller blades;
 - (5) Smoke in the stairwells, lifts, foyers or vehicle parking spaces or the parts of the Common Property the Owners Corporation or the Manager designates from time to time;
 - (6) Dispose of cigarette butts, ash or any other rubbish over a balcony; or
 - (7) Use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.
 - (8) Permit any child under the control of any such Member or any Occupier of any such Member to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless supervised by an adult at all times;
 - (9) Do or allow to be done anything on the Common Property which causes a nuisance to, or interferes with, the use or quiet enjoyment of the Common Property by a Member or any Occupier of a Member's Lot;
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:
- (1) When on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;
 - (2) Observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at his discretion of any statutory authority; and
 - (3) Comply with the Rules and the Rules of Use.

6.2 Animals and Pets

- (a) An Owner or Occupier of a Lot must not raise, breed or keep dogs, cats, birds, animals, live stock or poultry (collectively "Animals") on its Lot without the prior written consent of the Owners Corporation which consent may be withdrawn in circumstances where the Owners Corporation reasonably considers the keeping of any such animal may interfere with the quiet enjoyment of an Occupier of another Lot;

- (b) Each Lot Owner and Occupier is absolutely liable to each other Lot Owner and their respective guests and invitees for any unreasonable nuisance, noise or injury to any person or damage to the common property caused by any animal brought in to or kept within the land parcel;
- (c) Each Lot Owner and Occupier is absolutely responsible to clean up all mess, soil and waste after any animal brought in to or kept within the land parcel;
- (d) Each Lot Owner and Occupier is absolutely responsible to keep all animals and pets on a leash while traversing on or about common property;
- (e) Each Lot Owner, Occupier and invitee that has brought or brings in to, keeps or has kept an animal within the land parcel indemnifies and releases the Owners Corporation from and against any loss, damage, injury and cost incurred as a direct or indirect result of the animals presence within the land parcel;
- (f) Each Lot Owner, Occupier and invitee that has brought or brings in to, keeps or has kept an animal within the land parcel is must not permit the animal to unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property;
- (g) Any additional cleaning, gardening or other costs incurred to the Owners Corporation as a result of the animal presence within the land parcel will be charged to the applicable Lot Owner.

6.3 Noise and Other Nuisance Control

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) Use hammer drills, jack hammers or other machinery and tools that create excessive noise, banging or vibration in a lot between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or
- (b) Make or allow to be made noise from music or any machinery which may be heard outside the Lot between the hours of 10.30 pm and 8.30 am.

7. Dispute Resolution

7.1 Dispute Resolution, Including Internal Grievance Procedures, Hearing Procedures and Communication Procedures

- (a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the Approved Form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) 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.

- (e) 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.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) 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.
- (h) This process is separate from and does not limit any further action under Part 10 of the Act.

8. Notices

8.1 Notice of Damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation, its Manager or building manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.2 Notice of Accidents or Faults

An Owner or Occupier must promptly notify the Owners Corporation of any accident to or fault in:

- (a) The water pipes, gas pipes, electrical fixtures or installations; and
- (b) Any equipment, services or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Special Rules for the Developer

9.1 Special Rights for the Developer

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and common property and nothing in these Rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:

- (a) Use any Lot as a display Lot to assist in the marketing and sale of other Lots;
- (b) Place anywhere on the common property signs and other materials relating to sale of Lots;
- (c) Conduct in a Lot or anywhere on the common property an auction of a Lot;
- (d) Use in any way it considers necessary any part of the common property for the purpose of selling Lots;
- (e) Use in any way it considers necessary any part of the common property to facilitate completion of the construction works.

9.2 Proprietors Consent

Every Proprietor hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Proprietor and agrees not to vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke or amend this Rule 9 or have the effect of adversely affecting the rights of the Developer in this Rule 9

10. Owners Corporation obligations

The Owners Corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the Lots and common property by the Developer and sale by the Developer of Lots and without limitation the Owners Corporation must for those purposes sign all necessary consents to permits required by the Developer and must close off from access by Proprietors and Occupiers parts of the common property when it is necessary to do so.

11. Proprietor of Lot to notify Tenant of Rules

A Proprietor of a Lot covenants that in the event the Lot is tenanted all standard, additional and house rules are provided to the Tenant at the time of leasing the Lot and at any other time when the rules are amended.

12. Level 4 Terrace Facilities Rules

- (a) When using the Terrace Facilities, a Member and an Occupier must ensure that:
 - (1) children below the age of 13 years are not in or around the Terrace Facilities unless accompanied by an adult Member or Occupier exercising effective control over them;
 - (2) the Member's or Occupier's guests only use the Terrace Facilities if accompanied by the Member or Occupier and the Member or Occupier acknowledges that, except as provided under rule (g)(7) below, no more than 4 guests per Member are permitted at any one time without the Manager's prior consent; and
 - (3) alcohol is not taken into or consumed around the Terrace Facilities, except as otherwise permitted by the Owners Corporation and subject to any conditions which the Owners Corporation may impose with respect to such consumption.
- (b) Members and Occupiers may only use the Terrace Facilities between the hours of 8:00am to 10:00pm (or such other hours determined by the Manager) unless the consent of the Owners Corporation is obtained to use the facilities outside of these hours.
- (c) All users of the Terrace Facilities do so at their own risk. The Owners Corporation, its agents and employees and contractors are not liable to the user or to any person using or entering the Terrace Facilities for personal injury or for damage to, loss or theft of any property brought into the facility; however caused, unless caused by negligence on the part of the Owners Corporation;
- (d) Each Member must observe the Terrace Facilities Rules in relation to the Terrace Facilities and must ensure that any invitee does not use the Terrace Facilities except in accordance with the following rules or such other rules as determined pursuant to any rules of the Owners Corporation.
- (e) The Owners Corporation may make additional rules relating to the use of the area in which the Terrace Facilities are located.

- (f) Any of the below listed have the right and power to stop a function at any given time:
- (1) the Manager or a member of its team;
 - (2) a member of emergency services;
 - (3) a security guard appointed by the Owners Corporation; and
 - (4) an authorised agent of the Owners Corporation.
- (g) A Member must not, and must ensure that the Occupier of a Member's lot does not use the barbeque area without observing the following rules:
- (1) Bookings are required at all times to be registered in the booking system used by the Owners Corporation or Manager from time to time.
 - (2) Members and Occupiers must ensure that barbeques are available and not pre-booked prior to accessing the area for intended use.
 - (3) Only Members or Occupiers may book the barbeque area. A Member or Occupier can only book one (1) barbeque area at any one time.
 - (4) Members and Occupiers requiring more than one barbeque area (when only a single Lot owner booking) must book through the Manager. A cleaning fee may be charged with multiple barbeque area bookings.
 - (5) Bookings are limited to two months in advance and no block bookings are allowed. All bookings must contain unit number as well as Member's or Occupier's name. Bookings accepted for a maximum period of two (2) hours, cancellations must be advised through the appropriate booking system.
 - (6) Members and Invitees may continue after initial two (2) hour booking period on the proviso there is no other booking or until another member wishes to use the area.
 - (7) Invitees must be accompanied by an Occupier at all times and be limited to fifteen (15) (not including Member or Occupier of booking lot) per Lot unless prior approval is provided by Owners Corporation.
 - (8) All Members must ensure that the barbeque area is cleaned after use and remove all equipment, food, utensils, etc from the area when vacating and clean all surfaces. The Owners Corporation reserves its right to clean any area and or repair any damaged caused and charge the member or occupier for the costs incurred.
 - (9) Smoking is not permitted at any time in the barbeque area.

13. Definitions

"Act" means the *Owners Corporations Act 2006*;

"Building" means the building and improvements on the Land, inclusive where applicable of the Common Properties;

"Building Facilities" means the facilities located on the Common Property from time to time;

"Common Property" means the Common Property shown as Common Property;

"Developer" means Haines Street Holdings Pty Ltd ACN 600 163 693 and the Developer's Mortgagee;

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

"Development" means the development of the land situated at 104-112 Haines Street, North Melbourne;

"Facade" means the exterior walls of the Building (which, for the avoidance of doubt, includes any glass walls, windows or balustrades);

"Governmental Agency" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or any entity which is defined as a "referral authority" under the Act;

"Land" means all the land in the Plan;

"Lot" means a Lot shown on the Plan being the Lots affected by the Owners Corporation;

"Manager" means the manager appointed from time to time by the Owners Corporation pursuant to Section 119 of the *Owners Corporations Act 2006* and/or a building manager appointed from time to time by the Owners Corporation as notified from time to time to the Members;

"Member" means an owner of a Lot, a member of the Owners Corporation, and where applicable, agents, licensees, invitees, contractors, visitors etc of such Member;

"Occupier" means a person or persons other than a Member residing, leasing or licensing a Lot;

"Owners Corporation" means Owners Corporations 1

"Plan" means Plan of Subdivision No. PS 742791A;

"Resident Manager" means any Building superintendent, concierge or manager appointed by the Owners Corporation to provide management and caretaking services in respect of the Building;

"Residential Lot" means any Lot on the Plan that is not Common Property;

"Spaces" means the car parking and storage spaces located on the Plan;

"Special Resolution" has the same meaning as in the *Owners Corporations Act 2006*;

"Terrace Facilities" means the Common Property No.1 external terrace area located on level 4; and

"Window Coverings" means any window coverings to any windows or glassed area of a Lot.