

OWNERS CORPORATION 1 PLAN OF SUBDIVISION NO PS803454H

60 BELGRAVE ROAD, MALVERN EAST

RULES

I, Carolyn Macaulay being the secretary of Owners Corporation PS803454H -1 hereby certify that these rules are a true copy of the rules authorised by special resolution pursuant to s.138 of the Owners Corporations Act 2006 dated 14.02.2019.

1. Health, safety and security

and keep the Owner's Storage Space secured except when storing or removing goods; and

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 effected 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 any fire stairs or fire escape;
- (6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
- (7) throw objects or allow objects to fall from a lot or the Common Property; or
- (8) exceed the floor loadings for the Lot.

(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 and external doors of the Lot when the Lot is unoccupied

(3) permit access at all reasonable times to the lot to such authorised window cleaners as are appointed by the Owners Corporation to clean the windows of the building and/or clean or maintain the facade of the building.

(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 payment of a deposit;
 - (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

(3) 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:

- (A) the security system is not operating; or
- (B) 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:

- (a) store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;
- (b) 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
- (c) 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:

- (d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
- (e) 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.

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) 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 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 and or serve access suspension to common amenities as applied in the absolute discretion of the Manager or in terms of the Rules of Use.

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 on the Common Property (this rule excludes all retail lots and the developer);
 - (8) alter or affix anything to Common Property save and except a wind out or automatic balcony awning which

colour is matched to the building façade. Such awning installation is subject to the provision of a satisfactory Engineer's report to the Owners Corporation substantiating the installation's safety and stability on amenity and building structure;

- (9) allow any glazed portions of Common Property to be tinted or treated;
- (10) allow a bicycle to be stored anywhere 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
- (11) 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 designated by the Owners Corporation or its Manager from time to time.
- (12) without a special resolution of the Owners Corporation display a placard, advertisement or sign in or upon the Common Property (this rule includes home offices but excludes all retail lots and the developer whereas any installation is subject to any town planning or any other requirement of the City of Stonnington);
- (13) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of Common Property (this rule includes home offices but excludes all retail lots and the developer whereas any installation is subject to any town planning or any other requirement of the City of Stonnington);
- (14) permit any signage advertising a lot for Sale or Lease on Common Property (this rule excludes all retail lots and the developer);
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Common Property and the Services strictly under the Rules of Use.
- (c) An Owner or Occupier must not without the prior written consent of the Manager move any furniture, goods or equipment via any lift, stairs or other parts of the Common Property. Once consent has been obtained, the Owner or Occupier may only move any such furniture, goods or equipment in accordance with the directions of the Manager or in accordance with the Manager's "Moving in & Moving out" procedure;

- (d) The Owners Corporation must not, an Owner must not and an Occupier must not, cause or allow the transmission to or display on the lift screens any image, advertisement or graphic relating to the promotion, advertisement, sale or dealing with real estate, real estate development companies or real estate agencies.

3.2 Vehicles and parking on Common Property

An Owner or Occupier of a lot 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 for storage in a storage space or 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) 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;
- (c) unless in the case of an emergency, park or leave a vehicle or permit a vehicle;
 - 1) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to the development;
 - 2) to be parked in any place other than in a Car Space;
- (d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking;
- (e) load or 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 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) mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.

3.4 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 or ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Space without the prior written consent of the Owners Corporation or the Manager and only then with covering colour to be determined at the absolute discretion of Manager; or
- (f) install a covering to any Storage Space which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.5 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 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.

3.6 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 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) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's

- garbage or refuse for collection under the hygiene regulations of the City of Stonnington that apply from time to time;
- (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
 - (3) appropriately contain and wrap all wet garbage to prevent spillage;
 - (4) 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;
 - (5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
 - (6) dispose of rubbish properly and recycle it where appropriate.

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 Stonnington planning scheme (save and except the retail lots);
- (c) repair & maintain door hardware and not change door locks to the lot or depart from any registered key system;
- (d) not misuse plumbing and electrical apparatus;
- (e) keep the Lot clean, free of vermin and in good repair;
- (f) keep all balconies clean, tidy and well maintained;
- (g) 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;
- (h) clear each day the contents of the Lot's mail receiving box;
- (i) promptly replace any broken or cracked glass in a Lot;

- (j) 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;
- (k) 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;
- (l) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any lot; and
- (m) not do anything to damage, pierce, drive nail through or into, screw into or otherwise deface, penetrate or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.
- (n) hold or permit to be held any auction sale in a lot (this rule excludes all retail lots and the developer).

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 Security Keys

- (a) The Owners Corporation may make the number of security keys as it determines available to Owners. The Owners Corporation may charge a reasonable fee for any additional security key required by the Owner;
- (b) An Owner must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier and must use all reasonable endeavours including but without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the security key to the Owner or Owners Corporation;
- (c) An Owner or Occupier in possession of a security key must not without the Owners Corporation's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another Owner or Occupier and is not to dispose of otherwise than by returning it to the Owner or the Owners Corporation;
- (d) An Owner or Occupier must promptly notify the Owners Corporation if a security key is lost or destroyed.

4.4 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, if it complies with the provisions of the *Residential Tenancies Act 1997* (Vic); and
 - (2) if that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use; and
 - (3) if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules and Rules of Use.
- (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.
- (c) An Owner or Occupier must not lease, sub-lease, license, rent or otherwise deal with a lot or permit a lot to be leased, sub-leased, licensed, rented, hired or otherwise dealt with for any period less than thirty calendar days.

4.5 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, 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) without a special resolution of the Owners Corporation display any placard, advertisement or sign in or upon the Lot (this rule includes home offices but excludes all retail lots and the developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Stonnington);
- (e) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot whatsoever (this rule includes home offices

but excludes all retail lots and the developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Stonnington);

- (f) permit any signage advertising a lot for sale or lease on a Lot (this rule excludes the retail lots and the developer);
- (g) install basketball hoops or similar devices on a Lot;
- (h) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot save and except a wind out or automatic balcony awning which colour is matched to the building façade. Such awning installation to be subject to the provision of a satisfactory Engineer's report to the Owners Corporation substantiating the installation's safety and stability on amenity and building structure;
- (i) build in or affix any BBQ to a balcony or terrace area (free standing BBQs are permitted);
- (j) allow any glazed portions of 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
- (l) install any external blinds.

4.6 Further Obligations of an Owner or Occupier

- a) Each Owner must advise the Owners Corporation of their address, telephone number and email address. Each Owner must promptly notify the Owners Corporation of any changes in their address, telephone number and email address;
- b) An Owner who does not occupy the Lot must provide to the Owners Corporation the name and phone number of the tenant occupying its lot prior to the commencement of the tenancy or where the Lot is to be occupied on a short term basis, provide to the Owners Corporation the name and phone number of the managing agent;
- c) Each Owner is responsible for the costs of maintaining the air conditioning and/or heating system within that Owner's Lot or that is located on Common Property that services the Owner's Lot.

4.7 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 unless the surface of the blinds, curtains or other coverings which faces that outside are a near black or near charcoal colour.

4.8 Car Stackers

- (a) The Owner of a Stacker Lot is the owner of the Car Stacker even though its supports are located and affixed in any Common Area or a lot or part of a lot below the Stacker Lot;
- (b) The Owners Corporation will maintain, repair and replace all Car Stackers for all Owners of Stacker Lots.
- (c) The Owners Corporation will do all things reasonably required to ensure that all Car Stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement.
- (d) The Owners Corporation will replace a Car Stacker when the Owners Corporation decides the Car Stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.
- (e) An Owner or Occupier is not able to use a Car Space when the Car Stacker is being maintained, repaired or replaced.
- (f) An Owner of a Stacker Lot must ensure that any vehicle is removed from the Car Stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the Car Stacker.
- (g) The Owner of a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Owner's failure to observe rule 4.8(f).
- (h) An Owner of a Car Space beneath a Stacker Lot must ensure that any vehicle is removed from that Car Space when requested by the Owners Corporation for any scheduled, unexpected or emergency maintenance, repair or replacement of a Car Stacker.
- (i) An Owner of a Car Space beneath a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Owner's failure to observe rule 4.8(h).
- (j) The Owners Corporation is not liable for, and the Owner of a Stacker Lot releases and indemnifies the Owner's Corporation from and against the failure of the Car Stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.
- (k) Each Owner must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a Car Stacker caused by the Owner, the Occupier, the Guest of an Owner or Occupier and any third party; to the extent that the loss, damage or cost is not recoverable from the Owners Corporation's insurer.

4.9 Payment for Car Stacker Services

- (a) Each Owner must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by the number of Stacker Lots:
 - (1) under Rules 4.8(b) to (d) inclusive;
 - (2) All operational costs required to operate the Car Stackers;
 - (3) a contribution to a sinking fund for the eventual replacement of the Car Stackers at the end of their economic life. The Owners Corporation must maintain the fund if it establishes it;
 - (4) any goods and services tax on the above amounts.
- (b) The Owner must pay the amount in (a) even if the Owner does not use the Car Space.

The Owners Corporation may calculate the costs, contributions and liabilities and require payment in any way it considers is reasonable.

4.10 Car Stacker use

Each Owner of a Stacker Lot must not and must ensure that each Occupier or Guest does not:

- (a) use the Stacker Lot for the parking of vehicles which do not meet the Car Stacker manufacturer's specifications, the requirements of the Owners Corporation and any Rules of Use;
- (b) allow or permit any person to use the Car Stacker who is not an Owner or Occupier of the Owner's Lot;
- (c) allow or permit any person to use the Car Stacker if they have not undertaken an induction and training course on the Car Stacker's use, if so required by the Owners Corporation;
- (d) fail to provide particulars to the Owners Corporation of the Owner's or Occupier's vehicle and contact details using the Car Stacker including registration number and advise the Owners Corporation of any change;
- (e) damage or misuse the Car Stacker;
- (f) use, or allow a Car Stacker to be used for parking of a vehicle unless it is owned or used by the Owner or an Occupier of a Stacker Lot;
- (g) fail to comply with any rules, requirements or directions about any security device which activates or operates the Car Stacker;
- (h) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the Car Stacker to operate; nor

- (i) delegate, assign or sublet any of its rights under this Rule to anyone other than the Owner or Occupier of a Stacker Lot.

4.11 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.

5. Works

5.1 Works Requirements

An Owner 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 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 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; and
- (d) pays the reasonable costs referred to in (c) to the Owners Corporation.

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 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

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.

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 and if the Owner fails to do so within a reasonable period of time the Owners Corporation may in its absolute discretion make good the damage and dirtying and 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 to be on or in the Lot or the Common Property:
 - (1) on any public holiday or a Sunday; or
 - (2) before 7.00 am or after 6.00 pm Monday to Friday; or
 - (3) before 9.00 am or after 6.00 pm on a Saturday;except in the case of an emergency which includes:
 - (A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - (B) a leak or similar problem requiring prompt attention; or
 - (C) cracking or a similar problem likely to affect the immediate safety of the building in which the Lot is situated.

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 save and except the communal areas and then only in accord with the Owners Corporation Rules of Use;
 - (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.
- (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 their discretion of any statutory authority; and
 - (3) comply with the Rules and the Rules of Use.

6.2 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 or jack hammers 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 machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 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 or its 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 or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Retail Lots

9.1 Storage

An Owner or Occupier of a Lot in operating any business must not except with the prior written consent of the Owners Corporation and then at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.

9.2 Rubbish

- (a) An Owner or Occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- (b) An Owner or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (1) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and
 - (2) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - (3) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and
 - (4) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property; and
 - (5) ensure a minimum rubbish collection frequency of 2 days so as to ensure no build up of waste and smells and to meet the related cost of service.

9.3 Business

- (a) An Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any illegal or immoral trade or business nor permit others to do so.

- (b) An Owner or Occupier of a Lot must not use any Lot or any part of the Common Property for any trade or business nor permit others to do so unless:

- (1) the trade or business can be carried on and is carried on without causing undue material nuisance to the Owners or Occupiers of other lots; and
- (2) any requirements about the trade or business stipulated by any relevant authority from time to time are complied with; and
- (3) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot or a planning permit and all the relevant approvals have been issued by the appropriate authorities to the use.

9.4 Deliveries

An Owner or Occupier of a Lot when receiving a delivery must only receive it

- (a) in a manner, in areas and during times determined by the Owners Corporation to cause the least disruption and inconvenience to other Owners or Occupiers; and
- (b) using a trolley with rubber wheels; and
- (c) so that any trolley does not mark the floor of the Lot, Common Property or building and makes minimal noise.

9.5 Heavy Articles

An Owner or Occupier of a Lot must obtain the consent of the Owners Corporation before any heavy articles are brought into the Lot or Common Property or a building.

9.6 Safety Warden

An Owner or Occupier of a Lot must appoint an employee or agent of the Owner or Occupier to act as a warden of the Lot and must accept safety instructions about fire and other emergencies.

10. Special Rules for the Developer

Up until the sale and settlement of the last lot owned by the developer within the development or a minimum of 12 months from registration of the plan of subdivision, nothing in these rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) exclusively conduct open for inspections of any lot or display lot;
- (c) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (e) use in any way it considers necessary any part of the Common Property to promote the business of a real estate agency, the business of a rental agency of whatsoever nature, the business of a property development company or any other business that is identical or similar to the business activities of the developer;
- (f) use in anyway it considers necessary to place advertising leaflets of materials in the lot owner's mail boxes at any time;
- (g) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (h) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (i) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (j) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out any works in relation to the completion of the development on the Land;
- (k) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out any works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
 - (l) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

11. Definitions

In these rules unless the context otherwise requires the following definitions apply:

"**Act**" means the *Owners Corporations Act 2006* (Vic);

"**Approved Form**" means the form prescribed under the Owners Corporations Regulations 2007;

"**Car Space**" means an Owner's Car Space Lot or that part of an Owner's lot as shown in the Plan of Subdivision;

"**Common Property**" means any common property as shown and described on the Plan of Subdivision as Common Property No 1 as applicable;

"**Development**" means the development on the land in the Plan of Subdivision including the buildings located at 60 Belgrave Road, Malvern East;

"**Developer**" means Little Projects Pty Ltd ACN 117 005 419

"**Guest**" means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a lot;

"**Lease**" includes rent, let and license the Lot or any part of it;

"**Lot**" means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;

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

"**Occupier**" means a person who occupies a lot on the Plan of Subdivision;

"**Owner**" means an owner of a lot on the Plan of Subdivision;

"**Owners Corporation**" means Owners Corporation 1 of the Plan of Subdivision;

"**Plan of Subdivision**" means Plan of Subdivision No PS803454H;

"**Regulations**" means the Owners Corporations Regulations 2007 (Vic);

"**Retail Lots**" means Lots G18, G19, G20, G21, G22 & G23 on the Plan of Subdivision;

"**Rules**" means the rules in this document;

"**Rules of Use**" means any directions, notices or rules of use made by the Manager or the Owners Corporation from time to time for the proper management and administration of the Common Property;

"**Services**" means the services, installations, facilities, plant or equipment provided to the Development;

"**Stacker Lot**" means a lot serviced by a car stacker;

"**Storage Space**" means that part of a Car Space as constructed during the Development for storage or that part of an Owner's lot as shown in the Plan of Subdivision for storage or an over bonnet storage unit to which the specifications of the over bonnet storage unit are at the absolute discretion of the Manager ;

"**Vehicle**" means a motor vehicle; and

"**Works**" means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a lot, building, other structure and plant and equipment to be used to provide Services.

OWNERS CORPORATION 2 PLAN OF SUBDIVISION NO PS803454H

60 BELGRAVE ROAD, MALVERN EAST

RULES

I, Carolyn Macaulay being the secretary of Owners Corporation PS803454H -1 hereby certify that these rules are a true copy of the rules authorised by special resolution pursuant to s.138 of the Owners Corporations Act 2006 dated 14.02.2019.

1. Health, safety and security

and keep the Owner's Storage Space secured except when storing or removing goods; and

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 effected 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 any fire stairs or fire escape;
- (6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
- (7) throw objects or allow objects to fall from a lot or the Common Property; or
- (8) exceed the floor loadings for the Lot.

(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 and external doors of the Lot when the Lot is unoccupied

(3) permit access at all reasonable times to the lot to such authorised window cleaners as are appointed by the Owners Corporation to clean the windows of the building and/or clean or maintain the facade of the building.

(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 payment of a deposit;
 - (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

(3) 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:

- (A) the security system is not operating; or
- (B) 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:

- (a) store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;
- (b) 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
- (c) 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:

- (d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
- (e) 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.

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) 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 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 and or serve access suspension to common amenities as applied in the absolute discretion of the Manager or in terms of the Rules of Use.

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 on the Common Property (this rule excludes all retail lots and the developer);
 - (8) alter or affix anything to Common Property save and except a wind out or automatic balcony awning which

colour is matched to the building façade. Such awning installation is subject to the provision of a satisfactory Engineer's report to the Owners Corporation substantiating the installation's safety and stability on amenity and building structure;

- (9) allow any glazed portions of Common Property to be tinted or treated;
- (10) allow a bicycle to be stored anywhere 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
- (11) 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 designated by the Owners Corporation or its Manager from time to time.
- (12) without a special resolution of the Owners Corporation display a placard, advertisement or sign in or upon the Common Property (this rule includes home offices but excludes all retail lots and the developer whereas any installation is subject to any town planning or any other requirement of the City of Stonnington);
- (13) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of Common Property (this rule includes home offices but excludes all retail lots and the developer whereas any installation is subject to any town planning or any other requirement of the City of Stonnington);
- (14) permit any signage advertising a lot for Sale or Lease on Common Property (this rule excludes all retail lots and the developer);
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Common Property and the Services strictly under the Rules of Use.
- (c) An Owner or Occupier must not without the prior written consent of the Manager move any furniture, goods or equipment via any lift, stairs or other parts of the Common Property. Once consent has been obtained, the Owner or Occupier may only move any such furniture, goods or equipment in accordance with the directions of the Manager or in accordance with the Manager's "Moving in & Moving out" procedure;

- (d) The Owners Corporation must not, an Owner must not and an Occupier must not, cause or allow the transmission to or display on the lift screens any image, advertisement or graphic relating to the promotion, advertisement, sale or dealing with real estate, real estate development companies or real estate agencies.

3.2 Vehicles and parking on Common Property

An Owner or Occupier of a lot 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 for storage in a storage space or 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) 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;
- (c) unless in the case of an emergency, park or leave a vehicle or permit a vehicle;
 - 1) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to the development;
 - 2) to be parked in any place other than in a Car Space;
- (d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking;
- (e) load or 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 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) mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.

3.4 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 or ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Space without the prior written consent of the Owners Corporation or the Manager and only then with covering colour to be determined at the absolute discretion of Manager; or
- (f) install a covering to any Storage Space which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.5 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 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.

3.6 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 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) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's

- garbage or refuse for collection under the hygiene regulations of the City of Stonnington that apply from time to time;
- (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
 - (3) appropriately contain and wrap all wet garbage to prevent spillage;
 - (4) 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;
 - (5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
 - (6) dispose of rubbish properly and recycle it where appropriate.

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 Stonnington planning scheme (save and except the retail lots);
- (c) repair & maintain door hardware and not change door locks to the lot or depart from any registered key system;
- (d) not misuse plumbing and electrical apparatus;
- (e) keep the Lot clean, free of vermin and in good repair;
- (f) keep all balconies clean, tidy and well maintained;
- (g) 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;
- (h) clear each day the contents of the Lot's mail receiving box;
- (i) promptly replace any broken or cracked glass in a Lot;

- (j) 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;
- (k) 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;
- (l) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any lot; and
- (m) not do anything to damage, pierce, drive nail through or into, screw into or otherwise deface, penetrate or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.
- (n) hold or permit to be held any auction sale in a lot (this rule excludes all retail lots and the developer).

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 Security Keys

- (a) The Owners Corporation may make the number of security keys as it determines available to Owners. The Owners Corporation may charge a reasonable fee for any additional security key required by the Owner;
- (b) An Owner must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier and must use all reasonable endeavours including but without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the security key to the Owner or Owners Corporation;
- (c) An Owner or Occupier in possession of a security key must not without the Owners Corporation's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another Owner or Occupier and is not to dispose of otherwise than by returning it to the Owner or the Owners Corporation;
- (d) An Owner or Occupier must promptly notify the Owners Corporation if a security key is lost or destroyed.

4.4 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, if it complies with the provisions of the *Residential Tenancies Act 1997* (Vic); and
 - (2) if that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use; and
 - (3) if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules and Rules of Use.
- (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.
- (c) An Owner or Occupier must not lease, sub-lease, license, rent or otherwise deal with a lot or permit a lot to be leased, sub-leased, licensed, rented, hired or otherwise dealt with for any period less than thirty calendar days.

4.5 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, 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) without a special resolution of the Owners Corporation display any placard, advertisement or sign in or upon the Lot (this rule includes home offices but excludes all retail lots and the developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Stonnington);
- (e) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot whatsoever (this rule includes home offices

but excludes all retail lots and the developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Stonnington);

- (f) permit any signage advertising a lot for sale or lease on a Lot (this rule excludes the retail lots and the developer);
- (g) install basketball hoops or similar devices on a Lot;
- (h) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot save and except a wind out or automatic balcony awning which colour is matched to the building façade. Such awning installation to be subject to the provision of a satisfactory Engineer's report to the Owners Corporation substantiating the installation's safety and stability on amenity and building structure;
- (i) build in or affix any BBQ to a balcony or terrace area (free standing BBQs are permitted);
- (j) allow any glazed portions of 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
- (l) install any external blinds.

4.6 Further Obligations of an Owner or Occupier

- a) Each Owner must advise the Owners Corporation of their address, telephone number and email address. Each Owner must promptly notify the Owners Corporation of any changes in their address, telephone number and email address;
- b) An Owner who does not occupy the Lot must provide to the Owners Corporation the name and phone number of the tenant occupying its lot prior to the commencement of the tenancy or where the Lot is to be occupied on a short term basis, provide to the Owners Corporation the name and phone number of the managing agent;
- c) Each Owner is responsible for the costs of maintaining the air conditioning and/or heating system within that Owner's Lot or that is located on Common Property that services the Owner's Lot.

4.7 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 unless the surface of the blinds, curtains or other coverings which faces that outside are a near black or near charcoal colour.

4.8 Car Stackers

- (a) The Owner of a Stacker Lot is the owner of the Car Stacker even though its supports are located and affixed in any Common Area or a lot or part of a lot below the Stacker Lot;
- (b) The Owners Corporation will maintain, repair and replace all Car Stackers for all Owners of Stacker Lots.
- (c) The Owners Corporation will do all things reasonably required to ensure that all Car Stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement.
- (d) The Owners Corporation will replace a Car Stacker when the Owners Corporation decides the Car Stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.
- (e) An Owner or Occupier is not able to use a Car Space when the Car Stacker is being maintained, repaired or replaced.
- (f) An Owner of a Stacker Lot must ensure that any vehicle is removed from the Car Stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the Car Stacker.
- (g) The Owner of a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Owner's failure to observe rule 4.8(f).
- (h) An Owner of a Car Space beneath a Stacker Lot must ensure that any vehicle is removed from that Car Space when requested by the Owners Corporation for any scheduled, unexpected or emergency maintenance, repair or replacement of a Car Stacker.
- (i) An Owner of a Car Space beneath a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Owner's failure to observe rule 4.8(h).
- (j) The Owners Corporation is not liable for, and the Owner of a Stacker Lot releases and indemnifies the Owner's Corporation from and against the failure of the Car Stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.
- (k) Each Owner must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a Car Stacker caused by the Owner, the Occupier, the Guest of an Owner or Occupier and any third party; to the extent that the loss, damage or cost is not recoverable from the Owners Corporation's insurer.

4.9 Payment for Car Stacker Services

- (a) Each Owner must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by the number of Stacker Lots:
 - (1) under Rules 4.8(b) to (d) inclusive;
 - (2) All operational costs required to operate the Car Stackers;
 - (3) a contribution to a sinking fund for the eventual replacement of the Car Stackers at the end of their economic life. The Owners Corporation must maintain the fund if it establishes it;
 - (4) any goods and services tax on the above amounts.
- (b) The Owner must pay the amount in (a) even if the Owner does not use the Car Space.

The Owners Corporation may calculate the costs, contributions and liabilities and require payment in any way it considers is reasonable.

4.10 Car Stacker use

Each Owner of a Stacker Lot must not and must ensure that each Occupier or Guest does not:

- (a) use the Stacker Lot for the parking of vehicles which do not meet the Car Stacker manufacturer's specifications, the requirements of the Owners Corporation and any Rules of Use;
- (b) allow or permit any person to use the Car Stacker who is not an Owner or Occupier of the Owner's Lot;
- (c) allow or permit any person to use the Car Stacker if they have not undertaken an induction and training course on the Car Stacker's use, if so required by the Owners Corporation;
- (d) fail to provide particulars to the Owners Corporation of the Owner's or Occupier's vehicle and contact details using the Car Stacker including registration number and advise the Owners Corporation of any change;
- (e) damage or misuse the Car Stacker;
- (f) use, or allow a Car Stacker to be used for parking of a vehicle unless it is owned or used by the Owner or an Occupier of a Stacker Lot;
- (g) fail to comply with any rules, requirements or directions about any security device which activates or operates the Car Stacker;
- (h) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the Car Stacker to operate; nor

- (i) delegate, assign or sublet any of its rights under this Rule to anyone other than the Owner or Occupier of a Stacker Lot.

4.11 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.

5. Works

5.1 Works Requirements

An Owner 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 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 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; and
- (d) pays the reasonable costs referred to in (c) to the Owners Corporation.

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 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

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.

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 and if the Owner fails to do so within a reasonable period of time the Owners Corporation may in its absolute discretion make good the damage and dirtying and 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 to be on or in the Lot or the Common Property:
 - (1) on any public holiday or a Sunday; or
 - (2) before 7.00 am or after 6.00 pm Monday to Friday; or
 - (3) before 9.00 am or after 6.00 pm on a Saturday;except in the case of an emergency which includes:
 - (A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - (B) a leak or similar problem requiring prompt attention; or
 - (C) cracking or a similar problem likely to affect the immediate safety of the building in which the Lot is situated.

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 save and except the communal areas and then only in accord with the Owners Corporation Rules of Use;
 - (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.
- (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 their discretion of any statutory authority; and
 - (3) comply with the Rules and the Rules of Use.

6.2 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 or jack hammers 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 machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 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 or its 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 or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Retail Lots

9.1 Storage

An Owner or Occupier of a Lot in operating any business must not except with the prior written consent of the Owners Corporation and then at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.

9.2 Rubbish

- (a) An Owner or Occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- (b) An Owner or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (1) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and
 - (2) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - (3) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and
 - (4) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property; and
 - (5) ensure a minimum rubbish collection frequency of 2 days so as to ensure no build up of waste and smells and to meet the related cost of service.

9.3 Business

- (a) An Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any illegal or immoral trade or business nor permit others to do so.

- (b) An Owner or Occupier of a Lot must not use any Lot or any part of the Common Property for any trade or business nor permit others to do so unless:

- (1) the trade or business can be carried on and is carried on without causing undue material nuisance to the Owners or Occupiers of other lots; and
- (2) any requirements about the trade or business stipulated by any relevant authority from time to time are complied with; and
- (3) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot or a planning permit and all the relevant approvals have been issued by the appropriate authorities to the use.

9.4 Deliveries

An Owner or Occupier of a Lot when receiving a delivery must only receive it

- (a) in a manner, in areas and during times determined by the Owners Corporation to cause the least disruption and inconvenience to other Owners or Occupiers; and
- (b) using a trolley with rubber wheels; and
- (c) so that any trolley does not mark the floor of the Lot, Common Property or building and makes minimal noise.

9.5 Heavy Articles

An Owner or Occupier of a Lot must obtain the consent of the Owners Corporation before any heavy articles are brought into the Lot or Common Property or a building.

9.6 Safety Warden

An Owner or Occupier of a Lot must appoint an employee or agent of the Owner or Occupier to act as a warden of the Lot and must accept safety instructions about fire and other emergencies.

10. Special Rules for the Developer

Up until the sale and settlement of the last lot owned by the developer within the development or a minimum of 12 months from registration of the plan of subdivision, nothing in these rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) exclusively conduct open for inspections of any lot or display lot;
- (c) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (e) use in any way it considers necessary any part of the Common Property to promote the business of a real estate agency, the business of a rental agency of whatsoever nature, the business of a property development company or any other business that is identical or similar to the business activities of the developer;
- (f) use in anyway it considers necessary to place advertising leaflets of materials in the lot owner's mail boxes at any time;
- (g) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (h) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (i) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (j) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out any works in relation to the completion of the development on the Land;
- (k) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out any works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
 - (l) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

11. Definitions

In these rules unless the context otherwise requires the following definitions apply:

"Act" means the *Owners Corporations Act 2006* (Vic);

"Approved Form" means the form prescribed under the Owners Corporations Regulations 2007;

"Car Space" means an Owner's Car Space Lot or that part of an Owner's lot as shown in the Plan of Subdivision;

"Common Property" means any common property as shown and described on the Plan of Subdivision as Common Property No 2 as applicable;

"Development" means the development on the land in the Plan of Subdivision including the buildings located at 60 Belgrave Road, Malvern East;

"Developer" means Little Projects Pty Ltd ACN 117 005 419

"Guest" means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a lot;

"Lease" includes rent, let and license the Lot or any part of it;

"Lot" means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;

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

"Occupier" means a person who occupies a lot on the Plan of Subdivision;

"Owner" means an owner of a lot on the Plan of Subdivision;

"Owners Corporation" means Owners Corporation 2 of the Plan of Subdivision;

"Plan of Subdivision" means Plan of Subdivision No PS803454H;

"Regulations" means the Owners Corporations Regulations 2007 (Vic);

"Retail Lots" means Lots G18, G19, G20, G21, G22 & G23 on the Plan of Subdivision;

"Rules" means the rules in this document;

"Rules of Use" means any directions, notices or rules of use made by the Manager or the Owners Corporation from time to time for the proper management and administration of the Common Property;

"**Services**" means the services, installations, facilities, plant or equipment provided to the Development;

"**Stacker Lot**" means a lot serviced by a car stacker;

"**Storage Space**" means that part of a Car Space as constructed during the Development for storage or that part of an Owner's lot as shown in the Plan of Subdivision for storage or an over bonnet storage unit to which the specifications of the over bonnet storage unit are at the absolute discretion of the Manager ;

"**Vehicle**" means a motor vehicle; and

"**Works**" means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a lot, building, other structure and plant and equipment to be used to provide Services.

OWNERS CORPORATION 3 PLAN OF SUBDIVISION NO PS803454H

60 BELGRAVE ROAD, MALVERN EAST

RULES

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 effected 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 any fire stairs or fire escape;
 - (6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
 - (7) throw objects or allow objects to fall from a lot or the Common Property; or
 - (8) exceed the floor loadings for the Lot.
- (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 and external doors of the Lot when the Lot is unoccupied and keep the Owner's Storage Space secured except when storing or removing goods; and
 - (3) permit access at all reasonable times to the lot to such authorised window cleaners as are appointed by the Owners Corporation to clean the windows of the building and/or clean or maintain the facade of the building.
- (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 payment of a deposit;
 - (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
 - (3) 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:
 - (A) the security system is not operating; or

- (B) 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:

- (a) store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;
 - (b) 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
 - (c) 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:
- (d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
 - (e) 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.

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) 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 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 and or serve

access suspension to common amenities as applied in the absolute discretion of the Manager or in terms of the Rules of Use.

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 on the Common Property (this rule excludes all retail lots and the developer);
 - (8) alter or affix anything to Common Property;
 - (9) allow any glazed portions of Common Property to be tinted or treated;
 - (10) allow a bicycle to be stored anywhere 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

- (11) 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 designated by the Owners Corporation or its Manager from time to time.
- (12) without a special resolution of the Owners Corporation display a placard, advertisement or sign in or upon the Common Property (this rule includes home offices but excludes all retail lots and the developer whereas any installation is subject to any town planning or any other requirement of the City of Stonnington);
- (13) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of Common Property (this rule includes home offices but excludes all retail lots and the developer whereas any installation is subject to any town planning or any other requirement of the City of Stonnington);
- (14) permit any signage advertising a lot for Sale or Lease on Common Property (this rule excludes all retail lots and the developer);

- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Common Property and the Services strictly under the Rules of Use.
- (c) An Owner or Occupier must not without the prior written consent of the Manager move any furniture, goods or equipment via any lift, stairs or other parts of the Common Property. Once consent has been obtained, the Owner or Occupier may only move any such furniture, goods or equipment in accordance with the directions of the Manager or in accordance with the Manager's "Moving in & Moving out" procedure;
- (d) The Owners Corporation must not, an Owner must not and an Occupier must not, cause or allow the transmission to or display on the lift screens any image, advertisement or graphic relating to the promotion, advertisement, sale or dealing with real estate, real estate development companies or real estate agencies.

3.2 Vehicles and parking on Common Property

An Owner or Occupier of a lot 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 for storage in a storage space or 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) 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;
- (c) unless in the case of an emergency, park or leave a vehicle or permit a vehicle;
 - 1) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to the development;
 - 2) to be parked in any place other than in a Car Space;
- (d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking;
- (e) load or 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 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) mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.

3.4 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 or ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Space without the prior written consent of the Owners Corporation or the Manager and only then with covering colour to be determined at the absolute discretion of Manager; or
- (f) install a covering to any Storage Space which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.5 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 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.

3.6 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 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) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's garbage or refuse for collection under the hygiene regulations of the City of Stonnington that apply from time to time;
- (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
- (3) appropriately contain and wrap all wet garbage to prevent spillage;
- (4) 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;

- (5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
- (6) dispose of rubbish properly and recycle it where appropriate.

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 Stonnington planning scheme (save and except the retail lots);
- (c) repair & maintain door hardware and not change door locks to the lot or depart from any registered key system;
- (d) not misuse plumbing and electrical apparatus;
- (e) keep the Lot clean, free of vermin and in good repair;
- (f) keep all balconies clean, tidy and well maintained;
- (g) 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;
- (h) clear each day the contents of the Lot's mail receiving box;
- (i) promptly replace any broken or cracked glass in a Lot;
- (j) 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;
- (k) 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;
- (l) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any lot; and
- (m) not do anything to damage, pierce, drive nail through or into, screw into or otherwise

deface, penetrate or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.

- (n) hold or permit to be held any auction sale in a lot (this rule excludes all retail lots and the developer).

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 Security Keys

- (a) The Owners Corporation may make the number of security keys as it determines available to Owners. The Owners Corporation may charge a reasonable fee for any additional security key required by the Owner;
- (b) An Owner must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier and must use all reasonable endeavours including but without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the security key to the Owner or Owners Corporation;
- (c) An Owner or Occupier in possession of a security key must not without the Owners Corporation's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another Owner or Occupier and is not to dispose of otherwise than by returning it to the Owner or the Owners Corporation;
- (d) An Owner or Occupier must promptly notify the Owners Corporation if a security key is lost or destroyed.

4.4 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, if it complies with the provisions of the *Residential Tenancies Act 1997* (Vic); and
 - (2) if that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use; and
 - (3) if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules and Rules of Use.
- (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.

- (c) An Owner or Occupier must not lease, sub-lease, license, rent or otherwise deal with a lot or permit a lot to be leased, sub-leased, licensed, rented, hired or otherwise dealt with for any period less than thirty calendar days.

4.5 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, 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) without a special resolution of the Owners Corporation display any placard, advertisement or sign in or upon the Lot (this rule includes home offices but excludes all retail lots and the developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Stonnington);
- (e) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot whatsoever (this rule includes home offices but excludes all retail lots and the developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Stonnington);
- (f) permit any signage advertising a lot for sale or lease on a Lot (this rule excludes the retail lots and the developer);
- (g) install basketball hoops or similar devices on a Lot;
- (h) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;
- (i) build in or affix any BBQ to a balcony or terrace area (free standing BBQs are permitted);
- (j) allow any glazed portions of 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

- (l) install any external blinds.

4.6 Further Obligations of an Owner or Occupier

- a) Each Owner must advise the Owners Corporation of their address, telephone number and email address. Each Owner must promptly notify the Owners Corporation of any changes in their address, telephone number and email address;
- b) An Owner who does not occupy the Lot must provide to the Owners Corporation the name and phone number of the tenant occupying its lot prior to the commencement of the tenancy or where the Lot is to be occupied on a short term basis, provide to the Owners Corporation the name and phone number of the managing agent;
- c) Each Owner is responsible for the costs of maintaining the air conditioning and/or heating system within that Owner's Lot or that is located on Common Property that services the Owner's Lot.

4.7 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 unless the surface of the blinds, curtains or other coverings which faces that outside are a near black or near charcoal colour.

4.8 Car Stackers

- (a) The Owner of a Stacker Lot is the owner of the Car Stacker. All Car Stacker components within the building are deemed to be part of common property no.3. †
- (b) The Owners Corporation will maintain, repair and replace all private Car Stackers for all Owners of Stacker Lots subject to the passing of a special resolution pursuant to section 12 of the *Owners Corporations Act 2006*.
- (c) Subject to rule 4.8(b), the Owners Corporation will do all things reasonably required to ensure that all private Car Stackers and components operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement.
- (d) Subject to rule 4.8(b), the Owners Corporation will replace a Car Stacker lot and components when the Owners Corporation decides the Car Stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.

- (e) An Owner or Occupier is not able to use a Car Space when the Car Stacker is being maintained, repaired or replaced.
- (f) An Owner of a Stacker Lot must ensure that any vehicle is removed from the Car Stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the Car Stacker.
- (g) The Owner of a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Owner's failure to observe rule 4.8(f).
- (h) An Owner of a Car Space beneath a Stacker Lot must ensure that any vehicle is removed from that Car Space when requested by the Owners Corporation for any scheduled, unexpected or emergency maintenance, repair or replacement of a Car Stacker.
- (i) An Owner of a Car Space beneath a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Owner's failure to observe rule 4.8(h).
- (j) The Owners Corporation is not liable for, and the Owner of a Stacker Lot releases and indemnifies the Owner's Corporation from and against the failure of the Car Stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.
- (k) Each Owner must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a Car Stacker caused by the Owner, the Occupier, the Guest of an Owner or Occupier and any third party; to the extent that the loss, damage or cost is not recoverable from the Owners Corporation's insurer.

4.9 Payment for Car Stacker Services

- (a) Each Owner must pay the Owners Corporation as and when required by the Owners Corporation in accordance with their lot liability:
 - (1) under Rules 4.8(b) to (d) inclusive;
 - (2) all operational costs required to operate the Car Stackers;
 - (3) a contribution to a sinking fund for the eventual replacement of the Car Stackers at the end of their economic life. The Owners Corporation must maintain the fund if it establishes it;
 - (4) any goods and services tax on the above amounts.
- (b) The Owner must pay the amount in (a) even if the Owner does not use the Car Space.

The Owners Corporation will calculate the costs, contributions and liabilities based on lot liability, or on the basis that the lot owner of the Stacker Lot that benefits more pays more.

4.10 Car Stacker use

Each Owner of a Stacker Lot must not and must ensure that each Occupier or Guest does not:

- (a) use the Stacker Lot for the parking of vehicles which do not meet the Car Stacker manufacturer's specifications, the requirements of the Owners Corporation and any Rules of Use;
- (b) allow or permit any person to use the Car Stacker who is not an Owner or Occupier of the Owner's Lot;
- (c) allow or permit any person to use the Car Stacker if they have not undertaken an induction and training course on the Car Stacker's use, if so required by the Owners Corporation;
- (d) fail to provide particulars to the Owners Corporation of the Owner's or Occupier's vehicle and contact details using the Car Stacker including registration number and advise the Owners Corporation of any change;
- (e) damage or misuse the Car Stacker;
- (f) use, or allow a Car Stacker to be used for parking of a vehicle unless it is owned or used by the Owner or an Occupier of a Stacker Lot;
- (g) fail to comply with any rules, requirements or directions about any security device which activates or operates the Car Stacker;
- (h) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the Car Stacker to operate; nor
- (i) delegate, assign or sublet any of its rights under this Rule to anyone other than the Owner or Occupier of a Stacker Lot.

4.11 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.

5. Works

5.1 Works Requirements

An Owner 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 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 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; and
- (d) pays the reasonable costs referred to in (c) to the Owners Corporation.

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 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

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.

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 and if the Owner fails to do so within a reasonable period of time the Owners Corporation may in its absolute discretion make good the damage and dirtying and 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 to be on or in the Lot or the Common Property:
 - (1) on any public holiday or a Sunday; or
 - (2) before 7.00 am or after 6.00 pm Monday to Friday; or
 - (3) before 9.00 am or after 6.00 pm on a Saturday;except in the case of an emergency which includes:
 - (A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - (B) a leak or similar problem requiring prompt attention; or
 - (C) cracking or a similar problem likely to affect the immediate safety of the building in which the Lot is situated.

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 save and except the communal areas and then only in

- accord with the Owners Corporation Rules of Use;
 - (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.
- (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 their discretion of any statutory authority; and
 - (3) comply with the Rules and the Rules of Use.

6.2 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 or jack hammers 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 machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 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 or its 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 or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Retail Lots

9.1 Storage

An Owner or Occupier of a Lot in operating any business must not except with the prior written consent of the Owners Corporation and then at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.

9.2 Rubbish

- (a) An Owner or Occupier of a Lot must not deposit or throw garbage onto the common

property except into a receptacle or area specifically provided for that purpose.

- (b) An Owner or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
- (1) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and
 - (2) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - (3) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and
 - (4) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property; and
 - (5) ensure a minimum rubbish collection frequency of 2 days so as to ensure no build up of waste and smells and to meet the related cost of service.

9.3 Business

- (a) An Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any illegal or immoral trade or business nor permit others to do so.
- (b) An Owner or Occupier of a Lot must not use any Lot or any part of the Common Property for any trade or business nor permit others to do so unless:
- (1) the trade or business can be carried on and is carried on without causing undue material nuisance to the Owners or Occupiers of other lots; and
 - (2) any requirements about the trade or business stipulated by any relevant authority from time to time are complied with; and
 - (3) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot or a planning permit and all the relevant approvals have been issued by the appropriate authorities to the use.

9.4 Deliveries

An Owner or Occupier of a Lot when receiving a delivery must only receive it

- (a) in a manner, in areas and during times determined by the Owners Corporation to cause the least disruption and inconvenience to other Owners or Occupiers; and
- (b) using a trolley with rubber wheels; and
- (c) so that any trolley does not mark the floor of the Lot, Common Property or building and makes minimal noise.

9.5 Heavy Articles

An Owner or Occupier of a Lot must obtain the consent of the Owners Corporation before any heavy articles are brought into the Lot or Common Property or a building.

9.6 Safety Warden

An Owner or Occupier of a Lot must appoint an employee or agent of the Owner or Occupier to act as a warden of the Lot and must accept safety instructions about fire and other emergencies.

10. Special Rules for the Developer

Up until the sale and settlement of the last lot owned by the developer within the development or a minimum of 12 months from registration of the plan of subdivision, nothing in these rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) exclusively conduct open for inspections of any lot or display lot;
- (c) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (e) use in any way it considers necessary any part of the Common Property to promote the business of a real estate agency, the business of a rental agency of whatsoever nature, the business of a property development company or any other business that is

identical or similar to the business activities of the developer;

- (f) use in anyway it considers necessary to place advertising leaflets of materials in the lot owner's mail boxes at any time;
- (g) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (h) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (i) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (j) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out any works in relation to the completion of the development on the Land;
- (k) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out any works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- (l) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

11. Definitions

In these rules unless the context otherwise requires the following definitions apply:

"Act" means the *Owners Corporations Act 2006* (Vic);

"Approved Form" means the form prescribed under the Owners Corporations Regulations 2007;

"Car Space" means an Owner's Car Space Lot or that part of an Owner's lot as shown in the Plan of Subdivision;

"Common Property" means any common property as shown and described on the Plan of Subdivision as Common Property No 3 as applicable;

"Development" means the development on the land in the Plan of Subdivision including the buildings located at 60 Belgrave Road, Malvern East;

"Developer" means Little Projects Pty Ltd ACN 117 005 419

"Guest" means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a lot;

"Lease" includes rent, let and license the Lot or any part of it;

"Lot" means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;

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

"Occupier" means a person who occupies a lot on the Plan of Subdivision;

"Owner" means an owner of a lot on the Plan of Subdivision;

"Owners Corporation" means Owners Corporation 3 of the Plan of Subdivision;

"Plan of Subdivision" means Plan of Subdivision No PS803454H;

"Regulations" means the Owners Corporations Regulations 2007 (Vic);

"Retail Lots" means Lots G18, G19, G20, G21, G22 & G23 on the Plan of Subdivision;

"Rules" means the rules in this document;

"Rules of Use" means any directions, notices or rules of use made by the Manager or the Owners Corporation from time to time for the proper management and administration of the Common Property;

"Services" means the services, installations, facilities, plant or equipment provided to the Development;

"Stacker Lot" means a lot serviced by a car stacker;

"Storage Space" means that part of a Car Space as constructed during the Development for storage or that part of an Owner's lot as shown in the Plan of Subdivision for storage or an over bonnet storage unit to which the specifications of the over bonnet storage unit are at the absolute discretion of the Manager ;

"Vehicle" means a motor vehicle; and

"Works" means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a lot, building, other structure and plant and equipment to be used to provide Services.

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(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.

(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.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot 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.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot 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 lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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; or

(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.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (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) An owner or person authorised by an 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.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 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.

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.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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.

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(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.

(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.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.