

**CONSOLIDATED  
OWNERS CORPORATION RULES**

**CONVESSO CONCAVO**

**P.S. 615760X  
OWNERS CORPORATION 5, 6 & 7**

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## About this publication

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## Obligations & Restrictions

The obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time, and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these Rules in respect of the person or persons to whom they are given.

Without limiting the foregoing, these Rules shall be read subject to the rights of Lend Lease Development Pty Ltd (ACN 000 311 277) and its related companies and their respective consultants, employees and agents to conduct marketing activities on the Common Property until all of the Lots on the Plan of Subdivision are sold, including (without limitation):

- (i) allowing invitees to have access to the Common Property in the company of an agent or representative acting on behalf of Lend Lease Development Pty Ltd ; and
- (ii) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property; and
- (iii) allowing Lend Lease Development Pty Ltd representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display lot.

### **NOTE:**

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be struck down and shall have no further force and effect, however all remaining Rules or part thereof capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

## **1 Interpretations and definitions**

### **1.1 Interpretations**

Unless the context otherwise requires:

- a) Headings are for convenience of reference only and do not affect interpretation;
- b) Words importing the singular include the plural and vice versa;
- c) A reference to a person includes any company, partnership, joint venture or other entity;
- d) A reference to a thing includes part of that thing;
- e) A reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- f) A reference to Laws includes all Laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances and Rules issued under that statute;
- g) These Rules operate in addition to any obligation or responsibility imposed on You under any statute or common Laws or inequity.

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## 1.2 Definitions

- a) **“Act”** means the Owners Corporations Act 2006;
- b) **“Building”** includes a structure and part of a building or a structure, walls, out buildings, service installations and other appurtenances of a building affected by the Owners Corporation;
- c) **“Building Manager”** means any Building Manager appointed by the Owners Corporation;
- d) **“Building Management”** means any Building Manager and Concierge staff engaged by the Owners Corporation;
- e) **“Building Works”** are any works, alterations, additions, removal, repairs, or replacement of:
  - i. Common Property structures, including Common Property walls, floors and ceiling enclosing Your Lot, car space, and or storage cage/space;
  - ii. Common Property services and services to the Building;
  - iii. The internal walls inside Your Lot,
  - iv. The structure of Your Lot;
  - v. Services provided to Your Lot;

Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot.

- f) **“Building Works Agreement”** means an agreement entered into between You and the Owners Corporation which outlines the conditions to apply with respect to Building Works;
- g) **“Committee”** means a Committee of the Owners Corporation appointed in accordance with the Act and where the context so allows a Sub-Committee;
- h) **“Common Property”** means the Common Property referred to on the Plan of Subdivision;
- i) **“Data”** means the data captured through telemetry or other electronic means from utility meters and/or other Building services systems relating to:
  - i. any private or state utility or government agency providing utilities or services including electricity, potable water, gas, sewerage;
  - ii. any Building services or facility including rainwater tanks, non-potable water, photovoltaic cells, cogen or trigon microsystems, diesel generator;
  - iii. indoor air temperature and humidity; and
  - iv. weather conditions external to the Building;
- j) **“Development”** means the development of the Land, known as Convesso, situated at 8 Waterside Place, Victoria Harbour, Docklands, Victoria, 3008, and the development of the land known as Concavo, situated at 9 Waterside Place, Victoria Harbour, Docklands, Victoria, 3008;

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- k) **“East Tower”** means that part of the Development known as Convesso;
  - l) **“Grievance Committee”** means any grievance sub-committee appointed by the Owners Corporation Committee;
  - m) **“Land”** includes buildings and airspace; being the whole of the land described in the Plan of Subdivision;
  - n) **“Land affected by the Owners Corporation”** means the Lots of which the Owners for the time being are the Members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible;
  - o) **“Law”** means the provisions of any statute, Rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;
  - p) **“Lot”** means a part of the Land (except a road, a reserve or Common Property) shown on the Plan which can be disposed of separately and includes a Lot or accessory Lot on the registered Plan of Subdivision and a Lot or accessory Lot on a registered cluster plan;
  - q) **“Lot owner”** means the registered proprietor of a Lot;
  - r) **“Manager”** means the person for the time being appointed by the Owners Corporation as its manager;
  - s) **“Member”** means owner of a Lot affected by the Owners Corporation;
  - t) **“Occupier”** means any tenant, licensee or other person or persons occupying the Lot;
  - u) **“Owners Corporation”** means an Owners Corporation that is incorporated by registration of Plan of Subdivision or a plan of strata or cluster subdivision;
  - v) **“Plan”** or **“Plan of Subdivision”** means the Plan of Subdivision for the Development, being PS615760X;
  - w) **“Regulations”** means the Owners Corporations Regulations 2007;
  - x) **“Residents”** means a Lot owner and/or Occupier residing in a Lot.
  - y) **“Rules”** means the standard Rules, any additional Rules and model Rules of the Owners Corporation;
  - z) **“Security Key”** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;
  - aa) **“Vehicle”** means a motor vehicle, including but not limited to a motorcycle, truck, trailer or bus;
  - bb) **“Victoria Harbour”** means the Victoria Harbour Precinct, Docklands being the whole of the land formerly contained in certificate of title volume 10269 folio 531;
  - cc) **“West Tower”** means that part of the Development known as Concavo;
  - dd) **“You”** or **“Your”** means an owner or Occupier of a Lot.

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## **2 Rules and Laws**

### **2.1 Rules**

2.1.1 These Rules exist for the purpose of controlling, managing and administering the use and enjoyment of Common Property and Lots.

2.1.2 These Rules are binding on:

- i. Lot owners;
- ii. Lot Occupiers;
- iii. The Owners Corporation; and
- iv. Lessees and / or sub-lessees of Lots.

### **2.2 Laws**

2.2.1 You must, at Your own cost and in a timely manner, comply with all Rules and Laws relating to:

- i. Your Lot;
- ii. The use of Your Lot; and
- iii. The use of Common Property and services to the Building.

2.2.2 The Laws referred to in Rules 2.2.1 include but are not limited to, planning Laws, developer, building or other approvals, consent requirements notices and or offers of statutory or governmental authorities.

### **2.3 Responsibility of others**

2.3.1 You must ensure that all:

- i. Your invitees;
- ii. Occupiers of Your Lot; and
- iii. Invitees of Occupiers of Your Lot,

comply with these Rules and all Laws relating to Your Lot.

2.3.2 You are responsible for any breaches or failures to comply with these Rules or any Laws relating to Your Lot by all:

- i. Your invitees;
- ii. Occupiers of Your Lot; and
- iii. Invitees of Occupiers of Your Lot.

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## 3 Your behaviour

### 3.1 General Behaviour

- 3.1.1 A Lot Owner or Resident must take all reasonable steps to ensure that guests of the Lot Owner or Resident do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
- 3.1.2 You must not obstruct the lawful use and enjoyment of Common Property by any person.
- 3.1.3 You must not engage in any illegal activity on Common Property or permit a Lot affected by the Owners Corporation to be used for a purpose which may be illegal or injurious to the reputation of the Development and / or the Building.
- 3.1.4 You must not engage in any activity which may cause any disturbance, a nuisance or hazard to a Lot owner, Occupier or their family or guests.
- 3.1.5 Should the Owners Corporation elect to provide security services to the site, the following charges will apply to the owner of any Lot where the services of a security guard is required to attend to a disturbance to peace and quiet or offensive or inappropriate behaviour, e.g. excessive noise emanating from an apartment etc:
  - i. In the instance of a first call out to an apartment, no charge will be imposed on the respective Lot owner
  - ii. In the instance of a second call out being required to the same apartment at any time after the first call out, either to further address a continuing disturbance or to assist with the ejection of the responsible parties (when applicable), the owner will reimburse the Owners Corporation the costs incurred for the call out.
- 3.1.6 You must not use language or behaviour in a manner likely to cause offence or embarrassment to any person lawfully using Common Property.
- 3.1.7 With the exception of the residents' lounge, business lounge, media lounge, barbecue area and associated landscape podium area, You must not:
  - i. Consume alcohol; or
  - ii. Take glassware;on Common Property.
- 3.1.8 You must not:
  - i. Smoke; or
  - ii. Use or permit to be used skateboards, scooters, roller skates or roller blades,
  - iii. Dispose of rubbish except where permitted by the Owners Corporationon Common Property.
- 3.1.9 You must, when on Common Property or if on any part of a Lot so as to be visible from another Lot or from Common Property, be suitably clothed so as to not cause an offence to a reasonable person.

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### **3.2 Noise and nuisance control**

#### **3.2.1 You must not:**

- i. Create or permit any noise or behaviour, in or about the Common Property or any Lot affected by the Owners Corporation, that is likely to interfere with the quiet enjoyment and amenity of any:
  - a. person lawfully using the Common Property; or
  - b. any Lot owner, Occupier or their family and guests;
- ii. Use any machinery, including but not limited to a hammer, drill or jack hammer, in a Lot between the hours of 6.00pm and 8.00am on weekdays and on weekends and public holidays between the hours of 6.00pm and 9.00am;
- iii. Make or permit to be made noise from music or other source which may be heard outside the Lot between the hours of midnight and 8.00am;
- iv. You must not install or operate any intruder alarm which emits an audible signal or any external speakers or audio amplifiers on balcony or adjoining areas.

#### **3.2.2 Rule 3.2.1 does not apply if the Owners Corporation has given written consent for the noise to be made.**

## **4 Use of Common Property**

### **4.1 Your use of Common Property**

#### **4.1.1 You must not use Common Property or permit it to be used in a manner which:**

- i. Obstructs or interferes with the lawful use and enjoyment of the Common Property by any person entitled to use the Common Property; or
- ii. Is in breach of these Rules.

#### **4.1.2 You must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden, any portion of the Common Property.**

#### **4.1.3 An approval under 4.1.2 may state a period for which the approval is granted.**

#### **4.1.4 You must not without the prior written consent of the Owners Corporation, interfere with the operation of any equipment installed on the Common Property or pertaining to the use of Common Property or any Lot.**

#### **4.1.5 You must not without the prior written consent of the Owners Corporation, remove any article from Common Property placed there by direction or authority of the Owners Corporation.**

#### **4.1.6 You must use all reasonable endeavours to ensure that those articles that have been placed on Common Property at the direction or authority of the Owners Corporation, are used only for their intended purpose and are not damaged.**

#### **4.1.7 You must not, without the prior written consent of the Owners Corporation, enter into or permit anyone to enter into:**

- i. Any plant room;
- ii. Machine housing or waste disposal room;



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- iii. Electricity switch room; or
  - iv. Machine room,

in or on Common Property.

4.1.8 You must not, without the prior written consent of the Owners Corporation, adjust or cause adjustment to:

- i. The thermostat;
- ii. Board control;
- iii. Communication system;
- iv. Electricity;
- v. Gas or heating; or
- vi. Cooling controls.

in or on Common Property.

#### **4.2 Vehicles on Common Property**

4.2.1 You must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle, or permit a motor vehicle or other vehicle to be parked or left:

- i. In parking spaces situated on Common property and allocated for other Lots;
- ii. On Common Property so as to obstruct and / or interferes with access, including but not limited to driveways, pathways, entrances or exits, to a Lot and / or Common Property; or
- iii. In a manner which obstructs any access aisles in the carpark;
- iv. On a Lot not legally owned or occupied by You;
- v. In an area allocated by the Owners Corporation for visitor parking,

without the prior written consent of the Owners Corporation or the person who legally owns or controls the Land in which the Vehicle is sought to be parked or left.

4.2.2 The Owners Corporation reserves the right to remove Vehicles in breach of Rule 4.2.1 and arrange tow away of the Vehicle at Your expense and such expense being recoverable as a debt to the Owners Corporation.

4.2.3 You must not permit oil leakages from any Vehicle onto:

- i. Common Property; or
- ii. Land affected by the Owners Corporation; or
- iii. A Lot.

4.2.4 You must reimburse on demand, the Owners Corporation for the cost of cleaning and removing any oil stain caused by Your Vehicle in contravention of rule 4.2.3.

4.2.5 You must not reverse or drive in a manner which is careless, reckless and/or dangerous at any time in or on Common Property, including when entering or exiting the Development or Building.

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### **4.3 Pets and animals use of Common Property**

- 4.3.1 You must ensure that any pet and / or animal in Your control and / or possession:
- i. Does not urinate or defecate on Common Property or Land affected by the Owners Corporation;
  - ii. Does not obstruct or interfere with a person's lawful use and enjoyment of Common Property;
  - iii. Does not enter any swimming pool or gymnasium area or residents' lounge, meeting lounge or media lounge forming part of the Common Property; and
  - iv. Is at all times restrained and / or on a leash whilst on Common Property.
- 4.3.2 The Owners Corporation may resolve to have a pet or animal which is:
- i. A danger to persons and / or property; and / or
  - ii. Which is causing a nuisance,
- removed from the Building and the Development.
- 4.3.3 If the Owners Corporation has resolved that a pet or animal is a danger or is causing a nuisance to the Common Property, reasonable notice to remove a pet or animal to the person who is in control and / or possession of the pet or animal which is the subject of the resolution must be given.
- 4.3.4 Upon receipt of notice of the resolution to remove a pet or animal, You must remove the pet or animal which is in Your control and / or possession and which is the subject of a resolution.
- 4.3.5 A resolution to remove a pet or animal does not apply to a pet or animal that assists a person with an impairment or disability.

### **4.4 Use of the gymnasium in the East Tower**

- 4.4.1 The following provisions apply to the use of the gymnasium area which must be observed by You and persons under Your control:
- i. Children under the age of sixteen (16) are only permitted to use the gymnasium whilst under direct adult supervision (this includes personal trainers etc);
  - ii. Glass and sharp objects are not permitted in the gymnasium;
  - iii. The gymnasium is for use by Residents and Residents of the East Tower. No more than two guests per Lot are permitted at any one time, and such guests are to be accompanied by the Resident at all times;
  - iv. Alcohol and food are not permitted;
  - v. Smoking is not permitted;
  - vi. All users of the gymnasium must wipe down the equipment after use;
  - vii. Hours of use are from 5.00am to 11.00pm;
  - viii. Suitable footwear and clothing must be worn whilst in the gymnasium;
  - ix. All users of the gymnasium must turn off all lights and air conditioning when leaving if no other user is present;

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- x. Users of the gymnasium must be inducted on the equipment prior to the Owners Corporation granting access to the gymnasium area;
  - xi. If You request the services of a personal trainer or other professional for the purposes of providing a service, You must ensure the professional providing those services has a minimum of \$5,000,000.00 Public Liability insurance cover. Details of such cover must be provided to Building Management prior to the professional utilising the facility;
  - xii. All users of the gymnasium do so at their own risk;
  - xiii. No music, other than music played through earplugs that is inaudible to others and music that is provided by the Owners Corporation is allowed in the gymnasium;
  - xiv. You must ensure that You and all persons under Your control do not breach these Rules.
  - xv. Building management and / or security have the right to use their discretion and remove persons if they breach any of the Rules.

#### **4.5 Use of pool in the East Tower**

4.5.1 The following provisions apply to the use of the swimming pool area which must be observed by You and persons under Your control:

- i. Children under the age of sixteen (16) may use the swimming pool area only under the direct supervision of an adult;
- ii. Glass and sharp objects are not permitted;
- iii. Alcohol and food are not permitted;
- iv. Smoking is not permitted;
- v. The swimming pool areas are for use by Residents and Residents of the East Tower. No more than two guests per Lot are permitted at any one time, and such guests are to be accompanied by the Resident at all times;
- vi. Patrons must shower prior to entering the swimming pool area;
- vii. Jumping, diving, running, ball playing, noisy or hazardous activities are not permitted;
- viii. Spitting is not permitted in the swimming pool or swimming pool area;
- ix. Hours of use are 5.00am to 11.00pm;
- x. All users of the swimming pool area must dry off before leaving the area;
- xi. Appropriate attire must be worn at all times;
- xii. Nude bathing is prohibited and females must wear a bathing top in the swimming pool and adjoining areas;
- xiii. If You request the services of a personal trainer or other professional for the purposes of providing a service, You must ensure the professional providing those services has a minimum of \$5,000,000.00 Public Liability insurance cover. Details of such cover must be provided to Building Management prior to the professional utilising the facility;

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- xiv. All users of the swimming pool area do so at their own risk;
  - xv. You must ensure that You and all persons under Your control do not breach these Rules.
  - xvi. Building management and / or security have the right to use their discretion and remove persons if they breach any of the Rules.

#### **4.6 Use of Change Rooms in the East Tower**

4.6.1 The following provisions apply to the use of the change room area which must be observed by You and persons under Your control:

- i. Children under the age of sixteen (16) are not permitted in the change rooms unless accompanied by an adult;
- ii. Glass and sharp objects are not permitted;
- iii. Alcohol and food are not permitted;
- iv. The change rooms are for use by Residents and the Residents of the East Tower. No more than two guests are permitted at any one time, and such guests are to be accompanied by the Resident at all times;
- v. Smoking is not permitted;
- vi. Hours of use are 5:00 am to 11:00 pm;
- vii. Showers should be kept to a maximum of 3 minutes;
- viii. All users of the change rooms do so at their own risk;
- ix. Users of the lockers do so at their own risk;
  - i. The lockers must not be used for commercial purposes and users are to note they will be opened for cleaning purposes during the hours of non use i.e. between the hours of 11:00pm to 5:00am;
- x. Mobile phones or any camera operated devices are not permitted in the change rooms at any time.
- xi. You must ensure that You and all persons under Your control do not breach these Rules.
- xii. Building management and / or security have the right to use their discretion and remove persons if they breach any of the Rules.

#### **4.7 Use of Treatment Room in the East Tower**

4.7.1 The following provisions apply to the use of the treatment room area which must be observed by You and persons under Your control:

- i. The treatment room must be booked at least 7 days prior to use (subject to availability) in writing with Building Management;
- ii. The treatment room is for use by only the Residents and the Residents of the East Tower;
- iii. The treatment room can be used for a maximum period of 2 hours for any one booking;
- iv. Hours of use are from 5:00am to 11:00pm;

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- v. Children under the age of sixteen (16) are not permitted in the massage room unless accompanied by an adult;
  - vi. If You request the services of a masseuse or other professional to utilize the Treatment room facilities for the purposes of providing a service, You must ensure the professional providing those services has a minimum of \$5,000,000.00 Public Liability insurance cover. Details of such cover must be provided to Building Management prior to the professional utilising the facility;
  - vii. The treatment room must be left in a clean state with any oil spills cleaned and table cleaned;
  - viii. Clean towels are to be used in the treatment room at all times;
  - ix. Those booking the treatment room are liable for any damage to the treatment room or massage table during the booking time;
  - x. Mobile phones or any camera devices are not permitted to be used in the treatment room at any time;
  - xi. All users of the treatment room do so at their own risk;
  - xii. Building management and / or security have the right to use their discretion and remove persons if they breach any of the Rules.

#### **4.8 Use of Spa / Sauna in the East Tower**

- 4.8.1 The following conditions apply to the use of the spa / sauna area which must be observed by You and persons under Your control:
- i. Children under the age of sixteen (16) are not permitted in the spa or sauna areas;
  - ii. Glass and sharp objects are not permitted;
  - iii. Alcohol and food are not permitted;
  - iv. The spa /sauna is for use by Residents and the Residents of the East Tower with no more than two guests permitted, and such guests are to be accompanied by the Resident at all times;
  - v. Smoking is not permitted;
  - vi. Patrons must shower prior to using the spa / sauna;
  - vii. Hours of use are 5:00am to 11:00pm;
  - viii. A towel must be taken into the sauna for sitting on and drying off at all times;
  - ix. All users must dry off before leaving the area;
  - x. Appropriate attire must be worn at all times;
  - xi. All users of the spa or sauna areas do so at their own risk;
  - xii. Mobile phones or any camera operated devices are not permitted in the spa, steam room or sauna areas.
  - xiii. Building management and / or security have the right to use their discretion and remove persons if they breach any of the Rules.

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#### **4.9 Use of Residents' Lounge, Business Lounge & Meeting Room**

4.9.1 The following conditions apply to the use of the residents' lounge, business lounge and meeting room which must be observed by Residents and persons under their control, and Residents of the East Tower and persons under their control:

- i. The residents' lounge, business lounge and meeting room must be booked at least 7 days prior to use (subject to availability), in writing to Building Management;
- ii. The residents' lounge, business lounge and meeting room is for use by Residents and persons under their control, and Residents of the East Tower and persons under their control;
- iii. The hours of use are between 7.00am and 11.00pm, unless otherwise approved in writing by the Owners Corporation;
- iv. The meeting room cannot be booked for periods in excess of two (2) hours.
- v. Children under the age of twelve (12) are not permitted in the business lounge or meeting room;
- vi. You must at all times be in attendance during any reserved time;
- vii. You must not smoke or make any undue noise or consume any food or alcohol in the residents' lounge, business lounge and meeting room;
- viii. The Owners Corporation may grant consent to consume food or alcohol however such consent must be in writing;
- ix. Glass and any other sharp objects are not permitted in the residents' lounge, business lounge or meeting room unless approved in writing by the Owners Corporation;
- x. Alcohol is not permitted in the residents' lounge, business lounge or meeting room unless approved in writing by the Owners Corporation;
- xi. The residents lounge, business lounge and meeting room are not to be used for ongoing trade or business purposes;
- xii. You will be responsible for any damage, cleaning or reinstatement costs incurred by the Owners Corporation as a result of Your use of the residents' lounge, business lounge and meeting room;
- xiii. The residents' lounge, business lounge and meeting room are to be left in the same condition in which it was found;
- xiv. The Owners Corporation reserves the right to limit the length of any booking and to not take bookings on any particular days;
- xv. All users of the residents' lounge, business lounge and meeting room do so at their own risk;
- xvi. Building management and / or security have the right to use their discretion and remove persons if they breach any of the Rules.

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#### **4.10 Use of Media Lounge in the West Tower**

4.10.1 The following provisions apply to the use of the media lounge which must be observed by You and persons under Your control, and the Residents of the East Tower and persons under their control:

- i. Hours of use of the media lounge are between of 9.00am and 1.00am Monday to Sunday, with the first movie able to commence at 9.00am and the last movie to be completed by 12.00midnight;
- ii. The media lounge must be booked at least 7 days prior to use (subject to availability), with Building Management;
- iii. You must at all times be in attendance during any reserved meeting time;
- iv. You will be responsible for any damage, cleaning or reinstatement costs incurred by the Owners Corporation as a result of Your use of the media lounge;
- v. Glass and any other sharp objects are not permitted in the media lounge
- vi. Smoking is not permitted in the media lounge;
- vii. Undue or excessive noise is not permitted
- viii. Alcohol and food are not permitted in the media lounge unless approved in writing by the Owners Corporation;
- ix. You must not touch or interfere with any of the equipment in the media lounge;
- x. You must leave the media lounge in the same condition in which it was found;
- xi. You must not use the media lounge for commercial purposes;
- xii. Bookings will only accommodate the number of seats available in the media lounge.
- xiii. All users of the media lounge do so at their own risk.
- xiv. The Owners Corporation reserves the right to limit the length of any booking and to not take bookings on any particular days.

#### **4.11 Use of Common Barbecue areas and associated Landscape Podium**

4.11.1 The following conditions apply to the use of the barbecue areas and associated landscaped Podium which must be observed by Residents and their guests and the Residents of the East Tower and their guests:

- i. Hours of use of the common barbeque areas and landscape podium are between of 9.00am and 10.00pm;
- ii. The area must be left clean and neat when finished;
- iii. Private barbecue units are not permitted on any part of the Common Property;
- iv. Excessive or undue noise will not be permitted and security or building management has the right to use their discretion and remove those in breach;
- v. All users of the common barbecue areas and associated landscape podium do so at their own risk.

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#### **4.12 Use of Common Car Wash area**

4.12.1 The following conditions apply to the use of the car wash area which must be observed Residents and the Residents of the East Tower:

- i. Vehicles must be washed only in the allocated car wash space allocated for such use by the Owners Corporation;
- ii. Vehicles must not be left unattended in the car wash area;
- iii. Vehicles must be removed as soon as the vehicle has been washed;
- iv. Users of the car wash area must ensure all hoses and fittings are left as found, with all water supplies completely turned off;
- v. Users of the car wash area do so at their risk.

#### **4.13 Public Access**

4.13.1 The entries to the tower from Bourke Street and Dock Square (Buluk Park) are to be publicly accessible during business hours (9:00am to 5:00pm Monday to Friday) to the satisfaction of the responsible authority as required under the endorsed planning permit.

### **5 Restricted use of Common Property**

#### **5.1 For security and safety reasons**

5.1.1 The Owners Corporation may take measures to protect and secure Common Property and Lots affected by Common Property against fire and other hazards and without limitation may:

- i. Close off or restrict access to Common Property not required for access to a Lot on either a permanent or temporary basis;
- ii. Permit, to the exclusion of others, any designated part of Common Property to be used by the Building Manager, Building Management, Manager or any security personnel to operate or monitor security and general safety of the Common Property or Lots;
- iii. Install and operate on Common Property audio visual security cameras and other surveillance equipment for the security of Common Property and /or Lots;
- iv. Restrict by means of key or other security device, Your access to levels of Lots where You do not own or occupy a Lot or have exclusive access to Common Property the title of which belongs to an Owners Corporation of which You are a Member of.

5.1.2 You must:

- i. Abide by any action taken by the Owners Corporation pursuant to Rules 5.1.1;
- ii. Take reasonable care to make sure that fire and security doors are locked and closed when they are not being used.

5.1.3 You must not:

- i. Do anything which may prejudice the security and safety of Common Property;
- ii. Interfere with security cameras or surveillance equipment.



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## 5.2 Security Keys

- 5.2.1 If the Owners Corporation restricts access to Common Property, it may determine the number of Security Keys and security devices as it determines necessary for Your Lot free of charge.
- 5.2.2 The Owners Corporation may charge a fee for any number of Security Keys or security devices issued in excess of the number allocated by it for Your Lot;
- 5.2.3 The Security Keys belong to the Owners Corporation.
- 5.2.4 You must:
- i. Take all reasonable steps not to lose the Security Keys and / or security devices;
  - ii. Return the Security Keys and / or devices to the Owners Corporation if You no longer need them or if You no longer own or occupy a Lot;
  - iii. Notify the Owners Corporation immediately if You lose a Security Key or security device;
  - iv. Include a requirement in any lease document with respect to Your Lot, the express requirement to return all Security Keys and security devices to You at the termination of the lease.
- 5.2.5 You must not, without the prior written consent of the Owners Corporation:
- i. Copy Security Keys; or
  - ii. Permit the Security Keys to be copied; or
  - iii. Give the Security Keys to someone who is not a Lot owner or Occupier.

## 6 Damage to Common Property

- 6.1 Subject to the Rules, You must not:

- i. Damage or deface;
- ii. Mark or paint;
- iii. Drive nails or screws into;
- iv. Alter; or
- v. Do anything of a like nature to,

any Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation without the written consent of the Owners Corporation.

- 6.2 Any consent given by the Owners Corporation to:

- i. Damage or deface;
- ii. Mark or paint;
- iii. Drive nails or screw into;
- iv. Alter; or

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- v. Do anything of a like nature to

Common Property does not permit You to make any additions to the Common Property and may also state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

6.3 You must:

- i. Notify the Owners Corporation of any damage or defect in the Common Property; and
- ii. Compensate the Owners Corporation for any damage caused by You or persons in Your control to any Common Property or personal property vested in the Owners Corporation.

6.4 Subject to these Rules, You are not prevented from installing:

- i. Any locking or safety device for protection of Your Lot against intruders or to improve safety within Your Lot;
- ii. Any screen or other device to prevent entry of animals or insects on the Lot subject to the screen or other device is soundly built and is consistent with the colour, style and materials of the building;
- iii. Interior blinds subject to such meeting specifications approved by the Owners Corporations; specifications being as outlined in Annexure A of these Rules;
- iv. Any structure or device to prevent harm to children.

6.5 Any installation permitted by these Rules must:

- i. Be soundly built and meet acoustic standards as approved by the Owners Corporation;
- ii. Have been installed in a proper manner so as not to diminish or interfere with the integrity of the Building;
- iii. Have an appearance, after installation, which is consistent with the colour, style and materials of the Building;
- iv. Comply with the Manager's stipulations from time to time;
- v. Not affect the Owners Corporation's insurance policy.

6.6 Subject to these Rules, You must:

- i. Maintain and keep in a state of good and serviceable repair, any installation referred to in Rule 6.4 that forms part of the Common Property and that services the Lot; and
- ii. Repair any damage caused to any part of the Common Property by the installation or removal of the installation that forms part of the Common Property and that services the Lot.

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## 7 Your Lot

### 7.1 Access to Lot

- 7.1.1 You must permit the Owners Corporation or any person authorised by the Owners Corporation, entry to Your Lot upon receiving written notification from the Owners Corporation of their intention to do so.
- 7.1.2 The Owners Corporation must ensure that all written notification of their intention to enter a Lot is in accordance with applicable Laws.
- 7.1.3 Subject to these Rules, the Owners Corporation can request entry to Your Lot for the purpose of inspecting and / or attending to the repair, maintenance or replacement of:
- i. the Lot;
  - ii. Common Property; or
  - iii. Services.
- 7.1.4 Without limiting the effect of Rule 7.1.3, You acknowledge that the Owners Corporation or any person authorised by the Owners Corporation may require access to Your Lot to attend to the cleaning, maintenance and or repair of the exterior of the Building, including but not limited to the windows and glass finishing, and You are required to provide such access.
- 7.1.5 Window Cleaning
- i. You acknowledge that the Owners Corporation requires access to some Member's Lots to have the exterior windows of the Building cleaned or repaired.
  - ii. You must and must ensure that You and Your families, visitors and guests will on receipt of reasonable prior notice by the Owners Corporation grant to the Owners Corporation such access between the hours of 8 am and 6 pm Monday to Friday as is required (including carriageway through any part of the Lot) to enable to the exterior windows of the Building to be cleaned or repaired.
  - iii. The Owners Corporation must use reasonable endeavours to minimise any disturbance caused to You, Your family, visitors and guests.
- 7.1.6 The Owners Corporation and / or its authorised personnel are to use their best efforts to cause as little inconvenience to You and / or Your invitees as is reasonable in the circumstances.

### 7.2 Change of use of Lot

- 7.2.1 You must provide the Owners Corporation with written notification of Your intention to change the use of Your Lot in a way that may affect the insurance cover or premium of the Owners Corporation.
- 7.2.2 Subject to these Rules, You must notify the Owners Corporation of the following change of use of Lots:
- i. Uses that result in hazardous activity;
  - ii. Uses for commercial or industrial purposes; or
  - iii. Uses for retail purposes.

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## **7.3 Use of Lot**

### **7.3.1 Restrictions – Conducting Trade**

You must not use a Residential Lot or the Common Property for the purposes of conducting any trade, profession or business (other than letting the Lot for Residential accommodation for periods in excess of three months) nor permit any other person to do so, unless:

- i. You or the person conducting the trade, profession or business is a full time Resident of the Lot and only operates a home office with a maximum of one (1) employee; and
- ii. the relevant planning scheme does not prohibit the relevant trade, profession or business to be carried on in a Lot; and
- iii. You have obtained all necessary permits from the relevant authorities to enable the relevant trade, profession or business to be carried on Your Lot.

### **7.3.2 Length of Lease**

You must not lease a Lot for Residential accommodation for a term of less than three months.

### **7.3.3 Health, safety and security**

You must not use Your Lot, or permit it to be used, so as to cause hazard to the health, safety and security of a Lot owner or an Occupier of a Lot.

## **7.4 Building Works to Your Lot**

7.4.1 You must obtain the Owners Corporation's prior written consent to any Building Works to be undertaken within or about or related to Your Lot.

7.4.2 If the Owners Corporation determines that:

- i. The external appearance of the Lot may be affected;
- ii. The structural integrity of the building may be affected;
- iii. The acoustic properties of the Lot may be affected;

then you must attend to the payment of all the Owners Corporation's costs associated with Your request for their consent to the Building Works.

7.4.3 In considering Your request for consent to the Building Works, You must provide the Owners Corporation with:

- i. Copies of all plans and specifications relating to the Building Works;
- ii. Copies of all required permits, approvals and / or consents under all relevant Laws including but not limited to, council by-Laws and regulations for the Building Works.
- iii. Any further particulars relating to the Building Works as requested by the Owners Corporation from time to time.
- iv. Evidence or proof that any installation will not affect the acoustic properties of the Lot

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- v. Evidence or proof that any installation will not affect the external appearance of the Building.
- 7.4.4 If the Owners Corporation grants approval for the works and if the Owners Corporation requires it, You must not proceed or permit any contractor or other third party to proceed with any Building Works until You have:
- i. Received written consent to the Building Works from the Owners Corporation;
  - ii. Entered into a “Building Works Agreement” with the Owners Corporation with respect to the Building Works;
  - iii. Paid the Owners Corporation the nominated bond as determined by the Owners Corporation Committee;
  - iv. Caused to be effected and maintained during the period of the Building Works, WorkCover insurance and public liability insurance to the satisfaction of the Owners Corporation ;
  - v. Delivered a copy of the public liability insurance and certificates of currency with respect to the insurance policies referred to in Rules 7.4.4 iv to the Owners Corporation;
  - vi. Implemented appropriate measures to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners or Occupiers.
- 7.4.5 The Building Works Agreement is to include directions of the Owners Corporation with respect to:
- i. Building operations;
  - ii. Means of access to the Building and the Lot the subject of the Building Works;
  - iii. Use of Common Property;
  - iv. On-site management and Building protection;
  - v. Hours of work;
  - vi. The supervision of Your contractors, servants or agents.
- 7.4.6 The following restrictions apply to all Building Works:
- i. Building materials must not be stacked or stored in the front side or rear of the Building;
  - ii. Scaffolding must not be erected on the Common Property or the exterior of the Building;
  - iii. Construction work must comply with all Laws of the relevant statutory and governmental authorities;
  - iv. You must ensure that any building works must not affect the acoustic integrity of the building design.
  - v. The exterior and the Common Property of the Building must at all times be maintained in a clean, tidy and safe state;

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- vi. Construction Vehicles and construction workers' Vehicles must not be brought onto, or parked in or on the Common Property.

**7.4.7 When carrying out Building Works You must:**

- i. Use qualified, reputable and where appropriate, licensed contractors which have been approved by the Owners Corporation;
- ii. Carry out Building Works in a proper manner and to the satisfaction of the Owners Corporation;
- iii. Carry out Building Works in accordance with the Building Works Agreement;
- iv. Repair any damage You or any person carrying out Building Works on Your behalf may cause to the property or property of another Lot owner or occupier or to other parts of the Building;
- v. Ensure that Your contractors, servants or agents adhere to these Rules and in particular, to the terms and conditions of the Building Works agreement;
- vi. Ensure that all contractors and / or tradesmen only use the area designated by the Owners Corporation for their entry and exit to the Building.

**7.4.8 You must indemnify the Owners Corporation for any costs and / or liabilities incurred by the Owners Corporation in making good any damage to Common Property or property of another owner or Occupier or to any part of the Building caused as a result of the Building Works.**

**7.5 Cleaning and repairing of Lot**

**7.5.1 You must keep:**

- i. Your Lot;
- ii. Your car parking space;
- iii. Your storage lot; and
- iv. All internal and external gardens and balconies which form part of Your Lot, clean and tidy and in good repair and condition.

**7.5.2 You must clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including glass that is Common Property, unless:**

- i. The Owners Corporation resolves to keep the glass or part of the glass clean;
- ii. That glass or part of the glass cannot be accessed by You safely or at all as determined at the sole discretion of the Owners Corporation.

**7.5.3 You must ensure that You take reasonable care and at all times minimise the level of disturbance to other Lot owners or Occupiers when cleaning:**

- i. The interior and exterior of Your Lot;
- ii. All internal and external gardens and balconies which form part of Your Lot.

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7.5.4 You must ensure water or other liquids do not spill from the Lot onto other Lots or Common Property.

## 7.6 Appearance of Your Lot

7.6.1 You must not, without prior consent of the Owners Corporation:

- i. Keep anything in Your Lot or the boundary of Your Lot that is visible from outside the Lot and which is not in conformity with the general appearance and keeping of the Building;
- ii. Attach or hang from the exterior of Your Lot any aerial, speaker, acoustic device, TV Screen or any security device or wires;
- iii. Install bars, screens or grills or other safety devices to the exterior of any windows or doors of a Lot; or
- iv. Construct or erect any shed, storage cage, enclosure or structure of any nature or description on a balcony, car park space or terrace garden area forming part of Your Lot without the prior written consent of the Owners Corporation

7.6.2 You must not, other than as permitted by the Owners Corporation, install or allow the installation of any:

- i. Awnings; or
- ii. Curtains, blinds or other window furnishings,

where such installations have the effect of changing the façade or external appearance of the Building.

**Note:** Specifications for curtains, blinds and other window furnishings being as outlined in Annexure A of these Rules.

7.6.3 You must not install any:

- i. External wireless television aerials, sky dish receivers, satellite dishes or receiver, speaker or any other apparatus that can be viewed from the exterior of the Building;
- ii. Any pipes, wiring, cables or the like to the external face of the Building; or
- iii. Any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation.

7.6.4 You must not:

- i. Allow any glazed portions of Your Lot or the Common Property that surrounds the Lot, to be tinted or otherwise treated with the affect that the visual characteristics of the glazing will change;
- ii. Hang or permit to be hung any items including but not limited to clothes, laundry and bedding on any part of the exterior of Your Lot so as to be visible from outside Your Lot or on any part of Common Property; or
- iii. Paint, finish or otherwise alter the external façade of the Building or improvement forming part of Your Lot or Common Property.

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## **7.7 Appearance of Your balcony**

### **7.7.1 You must not:**

- i. Hang any items including but not limited to clothes, laundry and bedding; or
- ii. Bolt down any items;

on the balcony of Your Lot or in an area that is visible from outside Your Lot.

### **7.7.2 You may keep items such as, but not limited to occasional furniture, outdoor recreational equipment, planter boxes, pot plants and landscaping on the balcony of Your Lot provided they:**

- i. Have an appearance which is consistent with the colour, style and materials of the Building;
- ii. Are of a type approved by the Owners Corporation;
- iii. Will not cause damage to the Lot and / or Common Property; and
- iv. Are not dangerous.

### **7.7.3 You must remove at Your cost, any items from the balcony of Your Lot at the request of the Owners Corporation or any of its authorised personnel so as to enable them to attend to the repair and / or maintenance of:**

- i. Common Property; or
- ii. Your Lot.

## **7.8 Your car parking space**

### **7.8.1 You must not:**

- i. Use Your car parking space or any car parking space for any purpose other than the parking of registered roadworthy Vehicles; or
- ii. Store any items except a Vehicle in Your car space.

### **7.8.2 You must not, without prior written consent of the Owners Corporation:**

- i. Enclose Your car parking space; or
- ii. Install a storage cage on Your car parking space.

### **7.8.3 Where secure parking is provided, You must not place or install solid elements against the walls / mesh, as this will prevent natural ventilation in the carpark.**

### **7.8.4 You must ensure that Your car parking space is free from oil marks and is maintained in a clean and tidy condition.**

### **7.8.5 You must remove any vehicle from Your car space that becomes derelict, non-operational for any extended period, a hazard or may be dangerous to Residents or the Building.**



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- 7.8.6 Any operator of any retail car park must ensure that the car park area, car parking spaces and any Common Property forming part of the retail car park area, are maintained in a clean and tidy state and that any oil marks in the retail car park area are cleaned and removed on a weekly basis.

## **8 Waste disposal**

- 8.1 You 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.
- 8.2 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.
- 8.3 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the depositing of garbage, but otherwise You must comply with the following directions:
- i. Glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
  - ii. Recyclable items being without limitation, paper, cardboard and plastic, must be stored in the area designated by the Owners Corporation;
  - iii. All other garbage must be drained and securely wrapped in small parcels and deposited in the garbage chute situated on the Common Property;
  - iv. All cardboard boxes and packaging must be broken down and neatly packed in the garbage area;
  - v. Cardboard boxes are not to be disposed of via the garbage chute.

## **9 Support and provision of services**

### **9.1 Metering of services**

- 9.1.1 Where Your Lot is not separately metered in relation to service, including but not limited to gas, electricity and / or water, You shall pay a portion of such service and supply charges relating to the service on a proportional rate derived by dividing Your unit liability with respect to Your Lot by the total unit liability of all Lots serviced jointly and by no other reference.

### **9.2 Provision of services**

- 9.2.1 You must not interfere with or modify any Building service, including but not limited to air conditioning, heating or ventilation systems or associated ducts or pipes, servicing Your Lot, all Land affected by the Owners Corporation, the Building or Common Property without the prior written consent of the Owners Corporation.

### **9.3 Support of services**

- 9.3.1 You must not do anything or permit anything to be done to Your Lot or Common Property, without the written consent of the Owners Corporation, so that:
- i. Any support or shelter provided by Your Lot or the Common Property for any other Lot or the Common Property is interfered with;

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- ii. The structural and functional integrity of any part of the Common Property is impaired; or
  - iii. The passage or provision of services through Your Lot or the Common Property is interfered with.

#### **9.4 Apportionment of costs of services**

- 9.4.1 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.
- 9.4.2 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.
- 9.4.3 Rule 9.4.2 does not apply if the concession or rebate:
  - i. 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
  - ii. is paid directly to the Lot owner or Occupier as a refund.

### **10 Storage**

#### **10.1 Storage and placement of bicycles and personal items**

- 10.1.1 You must not permit any bicycle to be:
  - i. Stored other than in areas on Common Property designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks; or
  - ii. Brought into a Lot or onto Common Property other than for the purpose of storing it in the areas allocated by the Owners Corporation or in a storage cage.

**Note:** A Lot Owner or Occupier of a Lot cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the Common Property of the Building.

- 10.1.2 You must not permit any personal items to be:
  - i. Placed, located or positioned either on a permanent or a temporary basis; or
  - ii. Stored for any length of time,on Common Property without the prior written consent of the Owners Corporation.

#### **10.2 Storage of flammable liquids and other dangerous substances and materials**

- 10.2.1 You must not, except with the prior written consent of the Owners Corporation, use or store on the Lot or on any part of Common Property, any flammable chemicals, liquid or gas or other flammable material.

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- 10.2.2 You may use or store on Your Lot any chemicals, liquids, gases or other material used or intended to be used:
- i. For domestic purposes; or
  - ii. In the fuel tank of a Vehicle or internal combustion engine.
- 10.2.3 Subject to these Rules, if You are permitted to keep flammable liquids on Your Lot You must do so in accordance with the guidelines of government authorities and with the consent of the Owners Corporation.

## 11 Signs

- 11.1 You must not:
- i. Erect or fix any sign or notices to the exterior of Your Lot or on any part of Common Property where it can be viewed from an exterior position; or
  - ii. Erect any “for sale” or “for lease” boards on the exterior of Your Lot or any part of Common Property or any part of the exterior of the Building.
- 11.2 Subject to these Rules, Lots used for commercial or retail purposes may erect or affix a sign or notice to the interior or exterior of their Lot provided the sign or notice:
- i. Is only for the purpose of identifying the business carried on from the Lot and the hours of operation of the business;
  - ii. Complies with the requirements of the relevant authorities; and
  - iii. Has been approved by the Owners Corporation.

## 12 Fire control

- 12.1 You must not:
- i. Keep flammable material on Your Lot or any part of Common Property except as permitted by these Rules;
  - ii. Interfere with fire safety equipment; or
  - iii. Obstruct fire stairs or fire escapes.
- 12.2 You must ensure that:
- i. You comply with all Laws about fire control; and
  - ii. All fire safety equipment in Your Lot or on parts of Common Property is at all times operational.
- 12.3 You must take all reasonable steps necessary to avoid false alarm call outs to the fire brigade.
- 12.4 The Owners Corporation reserves the right to seek costs from You for false alarm call outs to the fire brigade caused by Your intentional and or negligent acts.

**Note:** In cases of negligence resulting in a false alarm call out being made by the fire brigade, the associated cost will be charged to the Member or Occupier identified as being responsible.

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## 13 Moving stock, furniture and goods

13.1 You must not attend to the moving of any stock, furniture or goods in and out of the Building and through Common Property unless You:

- i. Obtain the Owners Corporation's prior written consent to the moving;
- ii. Book the move with the Building Manager at least three (3) days prior to Your intended moving date;
- iii. Ensure that a representative of the Owners Corporation or Manager is present during the moving as may be determined at the discretion of the Manager or Building Manager; and
- iv. Ensure that You or Your contractors or agents do not damage any part of the Building, Common Property or property of other Residents during the course of moving and You will be responsible for the cost of any damage or destruction.

13.2 When moving any stock, furniture or goods, You must ensure that:

- i. The moving is conducted in accordance with the Owners Corporation's directions and during permitted hours of 9:00am and 5:00pm (Monday to Friday). All moves must be completed by 5:00pm.
- ii. The stock, furniture and goods are not moved through the front entrance of the Building.
- iii. Items or furniture are not stacked closer than 500mm to the ceiling of any common area, to ensure fire sprinkler operation is not hindered.
- iv. Only the loading bay access as specified by the Owners Corporation is used to conduct the moving; this applies to tradesmen bringing any material to or from the Building. Any person who attempts to bring any furniture and/or goods through the front entrance of the Building will be requested to enter through the loading bay.
- v. No waste or rubbish from moving of furniture and/or goods is left in any of the Common Areas after the completion of the moving.

## 14 Insurance premiums

14.1 You must not, without prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premiums for any insurance policy affected by the Owners Corporation.

14.2 You must, if the Owners Corporation demands, reimburse the Owners Corporation for any difference in insurance premiums resulting from any consent provided by the Owners Corporations pursuant to these Rules.

## 15 Developer: Lend Lease Development Pty Ltd

15.1 Notwithstanding anything to the contrary herein contained, so long as Lend Lease Development Pty Ltd or its associated entity and its equity partners, if any, is a Member or Occupier and is an Owner of a Lot and so long as any mortgagee or chargee of Lend Lease Development Pty Ltd or its associated entity has an interest in any Lot, then all

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the Rules herein shall not in any way whatsoever apply to or be enforceable against Lend Lease Development Pty Ltd or its associated entity or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Lend Lease Development Pty Ltd or its associated entity or its mortgagee or chargee may be engaged in or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

15.2 Lend Lease Development Pty Ltd or its associated entity and its equity partners, if any, its mortgagees or chargees shall be and are by this Rule, authorised by each and every Owners Corporation in the Plan of Subdivision to:

- i. Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- ii. Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
- iii. Exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
- iv. Erect for sale promotional advertising or other signs as Lend Lease Development Pty Ltd or its associated entity may require on any part of the Common Property; and
- v. Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Lend Lease Development Pty Ltd or its associated entity or its mortgagee or chargee thinks fit; and
- vi. Limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the project; and
- vii. Use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.
- viii. The Member, Occupier, Resident or Lot Owner consents to the collection, use and disclosure of the Data relating to the Member, Occupier, Resident or Lot Owners by Lend Lease Development Pty Ltd and its related entities (or a data analysis service provide to any of them) for the purposes including generating aggregated statistical information to assist with:
  - a. understanding consumption patterns so as to better inform design decision;
  - b. providing feedback to the Member, Occupier, Resident or Lot Owner on their usage of utilities and services on its Lot;
  - c. comparing statistical and historical data related to the average usage of utilities and services on a Lot, for the Building and for other developments;
  - d. reporting to any authorities or reporting under any environmental monitoring schemes, including any carbon emissions scheme; and

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- e. forecasting usage of utilities and improving the operational performance of the Building and future building design.
  - ix. The Member, Occupier, Resident or Lot owner acknowledges having access or received a copy of Lend Lease Development Pty Ltd's privacy policy (available on request or via [www.victoriaharbour.com.au](http://www.victoriaharbour.com.au)).
- 15.3 The Owners Corporation will, within 7 days of being requested by Lend Lease Development Pty Ltd or its associated entity or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable Lend Lease Development Pty Ltd or its associated entity or its mortgagee or chargee to complete the Development.

## **16 Signage Licence**

- 16.1 Notwithstanding anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act, Regulations and Subdivision (Body Corporate) Regulations, has the power and authority to grant Lend Lease Development Pty Ltd or its associated entity the right to erect signs on the Common Property.
- 16.2 A Member or Occupier must not hinder or impede Lend Lease Development Pty Ltd or its associated entity from exercising its rights under any agreement entered into under this Rule 16.

## **17 Managers**

### **17.1 Committees and Sub-Committees**

- 17.1.1 If the Owners Corporation wishes to or must elect a Committee to perform all or some of its functions, it must do so in accordance with all relevant Laws and regulations.
- 17.1.2 A Committee as appointed by the Owners Corporation, from time to time, may elect Sub-Committees to assist it in the performance of its' functions.
- 17.1.3 The Committee can delegate any or all of its functions to the Sub-Committees as permitted by Law.
- 17.1.4 Sub-Committees must:
- i. be comprised of Members;
  - ii. not act outside of their delegation;
  - iii. act honestly and in good faith in the performance of their functions;
  - iv. act in accordance with the Committees instructions; and
  - v. report to the Committee with respect to the performance of their functions.
- 17.1.5 Members of Sub-Committees must vote in their capacity as members of the Sub-Committee and not as Members of the Committee.
- 17.1.6 The Committee and Sub-Committees must comply with these Rules and all applicable Laws.

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## **17.2 Managers and Building Managers**

- 17.2.1 The Owners Corporation may appoint a Manager and/or Building Manager to perform any of its powers or functions except those that require a unanimous or special resolution.
- 17.2.2 When appointing a Manager and/or Building Manager, the Owners Corporation must comply with all Laws and regulations governing their election.
- 17.2.3 All Managers and Building Managers appointed by the Owners Corporation must:
  - i. Comply with all relevant Laws and regulations;
  - ii. Report to the Committee, where a Committee has been elected, on the carrying out of its functions.
- 17.2.4 You must not interfere with or stop the Manager from:
  - i. Performing its obligations or exercising its rights under their agreement with the Owners Corporation;
  - ii. Using Common Property that the Owners Corporation permits them to use.

## **17.3 Consent of Owners Corporation**

- 17.3.1 Any consent required from the Owners Corporation and which does not require the passing of special or unanimous resolution pursuant to these Rules may be given:
  - i. By the Owners Corporation at a Committee meeting;
  - ii. By any person to whom the Owners Corporation has delegated the power or function, including but not limited to the Committee, sub Committee, member of a Committee or sub Committee or the Manager.
- 17.3.2 The Owners Corporation may apply conditions to any consent given under these Rules and You must ensure that all the conditions are complied with.
- 17.3.3 The Owners Corporation may revoke any consent given under these Rules if You do not comply with:
  - i. Any conditions attached to the consent;
  - ii. The Rules pursuant to which the consent was given.

## **17.4 Breach of Rules**

- 17.4.1 In the instance that You have breached or failed to comply with a Rules requiring You to do anything to Your Lot, Common Property or Land affected by Common Property, the Owners Corporation may:
  - i. Take all necessary action to rectify Your breach the cost of which shall be at Your expense; and
  - ii. Do anything necessary on Your Lot, Common Property or Land affected by Common Property that should have been done by You but which was not or which in the opinion of the Owners Corporation was not done properly and the cost of which shall be at Your expense.

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- 17.4.2 The Owners Corporation must provide You with written notice specifying when it will enter Your Lot to do the works and You must:
- i. Provide the Owners Corporation with access to Your premises in accordance with their written notice at Your cost; and
  - ii. Pay the Owners Corporation for its costs of doing the works.
- 17.4.3 The Owners Corporation reserves the right to recover any costs You owe it pursuant to these Rules as a debt.
- 17.4.4 You must pay on demand, all legal costs on a solicitor/own client basis which the Owners Corporation pays, incurs or expends in consequence of Your breach or failure to comply with any of these Rules including but not limited to the recovery of Owners Corporation contribution fees.

## **18 Complaints and dispute resolution**

### **18.1 Complaints**

- 18.1.1 You and/or the Manager, Building Manager or Owners Corporation may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:
- i. A Lot owner;
  - ii. An Occupier of a Lot; or
  - iii. A Manager.
- 18.1.2 All complaints must be:
- i. In writing; and
  - ii. In the approved form as required by Laws from time to time.
- 18.1.3 All complaints must be brought to the attention of:
- i. The Grievance Sub-Committee, if such a Committee has been elected; or
  - ii. The Owners Corporation in all other circumstances.
- 18.1.4 The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints.
- 18.1.5 The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make an application.

### **18.2 Dispute resolution**

- 18.2.1 The Owners Corporation or the Grievance Sub-Committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within fourteen (14) working days of the complaint coming to the attention of the parties.
- 18.2.2 The Owners Corporation or the Grievance Sub-Committee cannot take any action with regard to the complaint until:
- i. A meeting of the parties to the dispute has been organised to discuss the dispute; and



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- ii. It is satisfied that the dispute remains unresolved.
- 18.2.3 It is deemed that the Owners Corporation or the Grievance Sub-Committee has complied with its requirement to hold a meeting between the parties to a dispute irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or Grievance Committee.
- 18.2.4 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 18.2.5 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.
- 18.2.6 This process is separate from and does not limit any further action under Part 10 of the Act.

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## Annexure A – Specifications for Window Furnishings

### WINDOW FURNISHINGS:

#### ➤ CITYSIDE, WHARFSIDE AND TOWER APARTMENTS

Any window furnishing that is viewable from the outside of the building must follow the regulations in the Owners Corporation Rules. The proposal is to limit the colour selection for the blinds to dark colours. The reasoning is not only to maintain consistency architecturally, the dark colours in the translucent blinds produce less glare from the interior, hence enhancing vision through the blinds to the views.

The proposed selection is as follows:

1. **Sunscreen Roller Blinds** (translucent mesh) - equivalent to Mermet 'E Screen'
  - In colour Charcoal Bronze 3006.
2. **Blackout Roller Blinds** - equivalent to Mermet Kensington with Dark Back by Lidi Blinds, to match Charcoal Bronze.
  - Any colour internally is acceptable as long as it is equivalent to the Lidi 'Dark Back' to match Charcoal Bronze.
3. **Drawn Curtains**
  - Lining to all curtains to use a liner equivalent to Duodrape blackout, colour black.
  - All sheer curtains to be in front of roller blinds.

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## ➤ MARINA APARTMENTS

Any window furnishing that is viewable from the outside of the building must follow the regulations in the Owners Corporation Rules. The proposal is to limit the colour selection for the blinds to dark colours. The reasoning is not only to maintain consistency architecturally, the dark colours in the translucent blinds produce less glare from the interior, hence enhancing vision through the blinds to the views.

The proposed selection is as follows:

1. **Sunscreen Roller Blinds** (translucent mesh) - equivalent to Mermet 'E Screen'
  - In colour Charcoal Bronze 3006.
2. **Blackout Roller Blinds** - equivalent to Mermet Kensington with Dark Back by Lidi Blinds, to match Charcoal Bronze.
  - Any colour internally is acceptable as long as it is equivalent to the Lidi 'Dark Back' to match Charcoal Bronze.
3. **Drawn Curtains**
  - Lining to all curtains to use a liner equivalent to Duodrape blackout, colour black.
  - All sheer curtains to be in front of roller blinds.
4. **Timber Venetians**

In one of the following colours:

  - Stained black matt with a 60mm wide blade