

**Owners corporation notification of making rules**  
**Section 27E(1) Subdivision Act 1988 (when lodged with Plan)**

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Lodged by

Name: MADDOCKS

Phone: 03 92583376

Address: LEVEL 25, 727 COLLINS STREET, MELBOURNE VIC 3008

Reference: NJS:AMAG:6350341

Customer code: 1167E

Applicant: (full name and address, including postcode)

SOUTH FUJI DEVELOPMENTS PTY LTD (ACN 166 709 306)  
SUITE 2, LEVEL 23, 385 BOURKE STREET, MELBOURNE VIC 3000

Plan no.: PS737476N

Owners corporation no.: 1

A copy of the proposed rules of the owners corporation is provided.

Signing:

AUSTRALIAN LEGAL PRACTITIONER

DATED: 27/07/2017

Signer

Name MICHAEL MAX WONG

Organisation MADDOCKS

Role

MICHAEL MAX WONG  
727 Collins St, Melbourne 3008  
An Australian legal practitioner  
within the meaning of the Legal  
Profession Uniform Law (Victoria)

27E(1)SA

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Date / /20

# Owners Corporation Rules Lakeside

Owners Corporation No. 1 on Plan of Subdivision 737476N



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## Contents

1.	Definitions.....	1
2.	Interpretation.....	3
3.	Relationship with model rules.....	3
4.	Role and Functions.....	3
5.	Use of a Lot.....	4
6.	Recreational Facilities.....	5
7.	Swimming Pool Area (pool).....	6
8.	Pets and Animals.....	6
9.	Cleaning and maintenance of a Lot.....	7
10.	Appearance.....	7
11.	Vehicles and Bicycles.....	8
12.	Building Works.....	9
13.	Garbage disposal.....	11
14.	Provision of Services.....	11
15.	Use of Common Property.....	12
16.	Moving.....	13
17.	Fire Safety/Emergencies.....	13
18.	Restrictions – Trade or Business.....	14
19.	Behaviour of Invitees.....	15
20.	Owners Corporation Fees.....	15
21.	Consent of Owners Corporation.....	15
22.	Complaints and Disputes.....	16
23.	Cost of Non-compliance.....	16
24.	Charges imposed on Members and Occupiers.....	17

25.	<b>Rules Subject to Rights of the Vendor and the Developer .....</b>	<b>17</b>
26.	<b>Warranties &amp; Novation or assignment of contracts .....</b>	<b>18</b>
27.	<b>Storage Lots .....</b>	<b>19</b>
28.	<b>Other Licences .....</b>	<b>19</b>
29.	<b>Commercial Area.....</b>	<b>20</b>
30.	<b>Balconies .....</b>	<b>21</b>
31.	<b>Rights of Entry .....</b>	<b>22</b>
32.	<b>Development Lease, Signage &amp; Other Licences .....</b>	<b>23</b>
33.	<b>Short Stay Accommodation.....</b>	<b>23</b>
34.	<b>Building Management.....</b>	<b>25</b>
35.	<b>Proximity Cards.....</b>	<b>25</b>

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## Owners Corporation Rules – Lakeside

Date        /        /

### NOTES

The Act and Regulations detail the powers of the Owners Corporation(s), the general duties of Members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act and Regulations.

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### 1. Definitions

In these rules:

**Act** means the *Owners Corporations Act 2006 (Vic)* as amended from time to time.

**Building Works** means all design, building and construction works including the construction, erection, excavation, fixing, installation or otherwise of any item not originally included with or part of a Lot or Common Property.

**Commercial Lot** means a Lot in the Development as shown as a commercial lot on the Plan (if any).

**Commercial Purposes** means use for office, retail use or other commercial purpose.

**Committee** means any committee of management of the Owners Corporation from time to time.

**Common Property** means the land and any improvements erected on 77 Queens Road designated as common property on the Plan.

**Developer** means South Fuji Developments Pty Ltd Pty Ltd ACN 166 709 306 and/or any Related Body Corporate responsible for the development of the Development and creation of Lots and includes the Developer's successors and assignees and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.

**Development** means the development of Lakeside as residential community apartments and associated facilities including the marketing and sale of Lots.

**Director** has the same meaning as it has in the *Australian Consumer Law*.

**Dispute** means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

- (a) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or Rules; or

- (b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation; or
- (d) the operation of the Owners Corporation.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**Lakeside** means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

**Land** means the whole of the land described in the Plan.

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

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

**Member** means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

**Occupier** means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees, guests, servants, employees, agents, children and licensees.

**Owners Corporation** means the unlimited Owners Corporation on the Plan.

**Owners Corporation Rules** means the rules for the Owners Corporation.

**Plan** means Plan of Subdivision No. 737467N.

**Recreational Facilities** means those facilities created by the Owners Corporation from time to time for use by Members and may include the pool, gym, theatre, library and associated facilities

**Regulations** means the *Owners Corporations Regulations 2007 (Vic)* as amended from time to time.

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

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

**Storage Lot** means any Lot designated for use as storage in the Development as shown on the Plan.

**Vendor** means South Fuji Developments Pty Ltd Pty Ltd ACN 166 709 306 and includes the Vendor's successors and assignees and where it is consistent with the context includes the Vendor's employees, agents, contractors, subcontractors and invitees.

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## **2. Interpretation**

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

2.1.2 words imparting the singular include the plural and vice versa;

2.1.3 expressions imparting a natural person include any company, partnership, joint structure, association or other Owners Corporation and any governmental authority; and

2.1.4 a reference to a thing includes part of that thing.

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

2.3 In these Rules:

2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 In the event of a conflict between these Rules and any restriction on the Plan, the restriction will prevail.

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## **3. Relationship with model rules**

If there is any conflict between these Rules and the model rules prescribed under the Regulations, these Rules prevail.

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## **4. Role and Functions**

4.1 The Owners Corporation is responsible for ensuring that appropriate rules, measures and procedures are established to govern issues common to the Members, including that the Common Property and/or a Lot are maintained for the benefit and enjoyment of all Members and Occupiers. The Owners Corporation exercises such responsibilities through enforcing

the Rules and through holding regular Committee meetings at which matters affecting the operation of the Common Property are resolved and advised to all Members.

- 4.2 The Owners Corporation must abide by the Act, Regulations and Rules, and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence.
- 4.3 These Rules are for the purpose of the control, management, administration, use or enjoyment of the Common Property or a Lot and represent the interests of Members and Occupiers. The Rules may be added to, amended or revoked:
  - 4.3.1 if a resolution is passed after a ballot or poll is taken and 75% of the total Lot entitlements of all the Lots are in favour of such addition, amendment or revocation; or
  - 4.3.2 if a resolution is passed in any other case and 75% of the total votes for all the Lots are in favour of such addition, amendment or revocation (**Special Resolution**).
- 4.4 Under the Act and Regulations, the Owners Corporation is responsible for, amongst other things:
  - 4.4.1 electing the Committee (if required);
  - 4.4.2 establishing a Maintenance Plan and Fund;
  - 4.4.3 establishing and maintaining an Owners Corporation Register;
  - 4.4.4 taking out, maintaining and paying the premiums for insurance;
  - 4.4.5 keeping proper accounts that cover the income, expenditure, assets and liabilities of the Owners Corporation and providing true reports of the financial situation of the Owners Corporation; and
  - 4.4.6 preparing annual financial statements.

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## 5. Use of a Lot

- 5.1 A Member must not:
  - 5.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the member of another Lot, or any person lawfully using the Common Property;
  - 5.1.2 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
  - 5.1.3 without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is, aesthetically or otherwise, detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their Lot;



- 5.1.4 obstruct or block any car parking spaces forming part of the Common Property;
  - 5.1.5 use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other member of a Lot;
  - 5.1.6 use or permit their Lot or any part of the Common Property to be used for any trade or business; and
  - 5.1.7 use that part of a Lot designed for use as a car parking space for any other purpose without the prior written consent of the Owners Corporation;
- 5.2 Each Member must:
- 5.2.1 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members; and
  - 5.2.2 comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

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**6. Recreational facilities**

- 6.1 When using the Recreational Facilities, a Member and an Occupier must ensure that:
- 6.1.1 children below the age of 13 years are not in or around the Recreational Facilities unless accompanied by an adult Member or Occupier exercising effective control over them;
  - 6.1.2 the Member's or Occupier's guests only use the Recreational Facilities if accompanied by the Member or Occupier and the Member or Occupier acknowledges that no more than 2 guests per Member or Occupier are permitted at any one time without the Manager's prior consent; and
  - 6.1.3 if access to and egress from the Recreational Facilities within a Building do not form part of the Common Property, Members and Occupiers must comply with the Owners Corporation rules attached to that Building to the extent relevant to that access and egress.
- 6.2 Members and Occupiers may only use the Recreational Facilities between the hours of 8.00am and 8.00pm (or such other hours determined by the Manager) unless the consent of the Owners Corporation is obtained to use the facilities outside of these hours.
- 6.3 The Owners Corporation may make additional or separate rules relating to the use of the Recreational Facilities provided they are not inconsistent with these Rules. If breached, rules relating to the Recreational Facilities will constitute a breach of these Rules.

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**7. Swimming Pool Area (pool)**

Without limiting Rule 5.2.2, a Member or Occupier of a Lot must comply with swimming pool area rules as approved by the Owners Corporation Committee from time to time. The initial swimming pool area rules are as follows:

- 7.1 children may use the swimming pool area only if supervised by an adult in the swimming pool area and on access to and egress from the swimming pool;
- 7.2 glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area;
- 7.3 alcohol and food are not permitted in the swimming pool area;
- 7.4 the swimming pool area is for the private use by Members and Occupiers and no more than two guests per Member or Occupier at any one time, although guests are to be accompanied by a Member or Occupier at all times;
- 7.5 smoking is not permitted in the swimming pool area;
- 7.6 for the hygiene of all users of the swimming pool, all users must shower before using the swimming pool;
- 7.7 running, ball playing, jumping, diving, noisy or hazardous activities are not permitted in the swimming pool area;
- 7.8 hours of use are between 8.00am and 10.00pm or as otherwise determined by the Manager;
- 7.9 all users of the swimming pool area must dry off before leaving the area;
- 7.10 suitable footwear must be worn to and from the swimming pool area;
- 7.11 a Member or Occupier of a Lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times i.e. nude bathing is not permitted;
- 7.12 all users of the swimming pool do so at their own risk;
- 7.13 spitting is not permitted in the swimming pool or swimming pool area;
- 7.14 a Member or Occupier of a Lot must comply at all times with the Owner's Corporation's access regulations governing the swimming pool area imposed from time to time.

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**8. Pets and Animals**

- 8.1 A Member can keep any animal upon a Lot or the Common Property unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 8.2 A Member must ensure that any animal belonging to them does not urinate or defecate on the Common Property including internal court yards.

- 8.3 A Member must ensure that any animal belonging to them must be on a lead at all times when on the Common Property.
- 8.4 The Owners Corporation may charge a Member or Occupier of a Lot any fees or charges associated with cleaning or rectifying damage to the Common Property that was caused by an animal owned by the Member or Occupier.

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**9. Cleaning and maintenance of a Lot**

- 9.1 A Member or Occupier must keep its Lot (including any garage or car park utilised by the Member or Occupier) clean and in good repair.
- 9.2 A Member or Occupier must ensure that all landscaped areas visible from the Common Property or which adversely affect the outward appearance or state of repair of the Lot or the use and enjoyment of the Lots or Common Property by other Members or Occupiers are maintained to a standard commensurate with the standard of maintenance of the Common Property landscaped areas or as reasonably directed by the Owners Corporation or its Manager.

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**10. Appearance**

- 10.1 A Member is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation. Any sign that is erected must be of a standard that shall not detract from the overall appearance of the Development.
- 10.2 A Member or Occupier must not install or permit the installation of any awnings to the exterior of any Lot or any part of the Common Property other than as permitted by the Owners Corporation.
- 10.3 A Member or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.
- 10.4 A Member or Occupier must not paint, finish or otherwise alter the external façade of the Lot or any improvement forming part of the Common Property without the prior approval of the Owners Corporation.
- 10.5 A Member or Occupier must not install or permit the installation of any window furnishings to the interior of any window visible from outside the Member or Occupier's Lot without the prior written consent of the Owners Corporation.
- 10.6 Without limiting the generality of the foregoing, the backing colour of any blinds, shades, awnings, window ventilators and other decorative fittings and fixtures visible from outside the Lot must be charcoal grey/black and no other colour whatsoever.
- 10.7 Without limiting any other of these rules, a Member or Occupier of a Lot must not, without prior written consent of the Owners Corporation:
  - 10.7.1 paint, finish or otherwise alter the external façade of the Lot;

- 10.7.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors on the external façade of a Lot;
- 10.7.3 attach to or hang from the external façade of the Lot any aerial or any security device or wires;
- 10.7.4 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to the external façade of the Lot;
- 10.7.5 install any pipes, wiring, cables or the like to the external façade of the Lot; and
- 10.7.6 install any air conditioning unit in a Lot visible from another Lot or from the Common Property.

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**11. Vehicles and Bicycles**

**11.1 A Member or Occupier must not:**

- 11.1.1 park or leave a vehicle on the Common Property so as to obstruct any driveway or entrance to a Lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time;
- 11.1.2 carry out or cause to be carried out on a Lot, road or any other land in the vicinity of a Lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area screened from public view;
- 11.1.3 permit oil leakages from any motor vehicle, trailer or motor cycle onto the Common Property or within a Lot and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the driveway or other part of the Common Property after due notice has been served;
- 11.1.4 park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation. The Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles;
- 11.1.5 permit the occupation of a caravan on a Lot;
- 11.1.6 park within a space allocated for visitor parking;
- 11.1.7 permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than a Lot in the same Owners Corporation;
- 11.1.8 close in any car parking space to make a private garage style car parking space without the prior written approval of the Owners Corporation;
- 11.1.9 permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation for such purpose and fitted with bicycle racks;

- 11.1.10 permit any bicycle to be brought into a Lot or the foyer of the Building, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation from time to time; and
  - 11.1.11 permit the riding of skateboards, rollerblades, skates, carts or other similar means of transport on or over the Common Property, in driveways or on footpaths without the consent of the Owners Corporation.
- 11.2 The Owners Corporation has the power to:
- 11.2.2 impose a speed limit for driving on the Common Property;
  - 11.2.3 impose reasonable restrictions on the use of the Common Property, driveways and parking areas;
  - 11.2.4 install speed humps and other traffic control devices on the Common Property at the cost of the Owners Corporation;
  - 11.2.5 install signs in relation to parking to control driving on the Common Property at the cost of the Owners Corporation; and
  - 11.2.6 limit the number of remote transmitters provided to a Member or Occupier. The maximum number of remote transmitters issued to a Member or Occupier is one device per car parking Lot.

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**12. Building Works**

- 12.1 A Member must not undertake any Building Works affecting the exterior appearance of a Lot, including the removal or replacement of materials, fixing or having fixed any electrical, audio visual, or communication device or equipment without first:
- 12.1.1 submitting to the Owners Corporation for approval the plans and specifications of any proposed Building Works;
  - 12.1.2 supplying to the Owners Corporation such further particulars of the proposed Building Works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed Building Works accord with the reasonable aesthetic appearance of the façade of the Development;
  - 12.1.3 having received written approval from the Owners Corporation to proceed with those specified Building Works;
  - 12.1.4 obtaining and supplying copies to the Manager of all requisite permits, approvals and consents under all relevant Laws;
  - 12.1.5 paying costs to the Owners Corporation where a building contractor or consultant may be engaged to advise the Owners Corporation on the proposed Building Works, even if consent is not given;
  - 12.1.6 causing to be effected and maintained during the period of the Building Works a contractor's all risk insurance policy;

- 12.1.7 delivering a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interests of the Owners Corporation.
- 12.2 A Member or Occupier acknowledges that the space above the Lot and the space below the Lot is Common Property and the Member or Occupier must not carry out any Building Works on that part of the Common Property without the prior written consent of the Owners Corporation.
- 12.3 A Member or Occupier must ensure that any contractor engaged to perform approved Building Work on their Lot complies with the reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work. The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:
  - 12.3.1 the Building Works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance or inconvenience to other Members or Occupiers;
  - 12.3.2 building materials are not stacked or stored on the Common Property;
  - 12.3.3 scaffolding is not erected on the Common Property;
  - 12.3.4 construction work complies with all Laws of the relevant Authorities;
  - 12.3.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation;
  - 12.3.6 the exterior and Common Property of the Building is at all times be maintained in a clean and tidy state;
  - 12.3.7 suitable floor, wall and other protections are installed on the Common Property before any building materials are taken through those parts of the Common Property; and
  - 12.3.8 all contractors and tradesmen use only the basement, lifts, lobby and areas designated by the Manager when working in the Lot.
- 12.4 Where a Member or Occupier commissions Building Work in accordance with Rule 12.2, a representative of the Owners Corporation and the Member or Occupier must inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Work to establish the state of repair of the Common Property and again after the Building Work has been completed to determine if any damage has been caused to the Common Property.
- 12.5 A Member or Occupier must promptly make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by any Building Works. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the Member's or Occupier's expense. The Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying caused by the Building Works. The

Owners Corporation may at their absolute discretion demand from the Member or Occupier a performance bond in relation to the cleaning or repair of the Common Property to guarantee their performance under this Rule.

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**13. Garbage disposal**

- 13.1 A Member of a Lot must:
- 13.1.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;
  - 13.1.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage;
  - 13.1.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage; and
  - 13.1.4 ensure that rubbish is transported from their Lot to the designated garbage room on the Common Property in an appropriate watertight receptacle; and
  - 13.1.5 drain and securely wrap all household garbage prior to placing down the rubbish chute.
- 13.2 A Member or Occupier must not place any of the following items down the rubbish chute:
- 13.2.1 bottles, glass or liquids;
  - 13.2.2 boxes or other items that may block the rubbish chute; and
  - 13.2.3 items that weigh more than 2.5kg.
- 13.3 A Member or Occupier must not dispose of any furniture, bedding or other hard rubbish on any part of the Common Property or within car parking spaces.
- 13.4 The Owners Corporation may charge a Member or Occupier all costs associated with damage to or dirtying of the Common Property caused by poor garbage disposal by a Member or Occupier, in addition to any hard rubbish removal costs incurred by the Owners Corporation.

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**14. Provision of Services**

Each Member of the Owners Corporation agrees that the Owners Corporation will provide the following services:

- 14.1 the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping; and

- 14.2 any other service or facility provided by the Owners Corporation for the benefit of the Members.

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**15. Use of Common Property**

A Member must not:

- 15.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;
- 15.2 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- 15.3 obstruct a driveway or entrance to a Lot or any other road;
- 15.4 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external façade except with the prior written consent of the Owners Corporation;
- 15.5 interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;
- 15.6 interfere with any personal property vested in the Owners Corporation;
- 15.7 when on the Common Property (or if on any part of a Lot so as to be visible from another Lot or from the Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to a Member or Occupier of another Lot or to any person lawfully using the Common Property;
- 15.8 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of another Member or Occupier of another Lot or any person lawfully using the Common Property;
- 15.9 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;
- 15.10 hold or allow to be held any public auction on or near the Common Property;
- 15.11 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
- 15.12 permit any drying or airing facilities to be kept, maintained or placed on any part of the Common Property or the Lot where it would be visible from any part of the Common Property, road or street.
- 15.13 except with the prior written consent of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property.

A Member must:



- 15.14 notify the Owners Corporation or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation;
- 15.15 when on part of a Lot visible from another Lot or from the Common Property, or when on any part of the Common Property, be suitably clothed;
- 15.16 compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or guests.

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**16. Moving**

- 16.1 A Member, Occupier or Invitee may not move, or permit to be moved, any furniture or goods through the Common Property without:
  - 16.1.1 the prior written consent of the Owners Corporation;
  - 16.1.2 notifying the Manager of the proposed move at least 3 days before the intended date for moving; and
  - 16.1.3 the supervision of the Manager (should the Manager so require).
- 16.2 When moving any furniture or goods through the Common Property, a Member, Occupier or Invitee must:
  - 16.2.1 comply with any directions of the Owners Corporation;
  - 16.2.2 not move furniture or goods through the front entrance to the Development; and
  - 16.2.3 ensure that any part of the Common Property is not damaged during the moving process.
- 16.3 A Member, Occupier or Invitee must promptly notify the Owners Corporation of any damage caused to the Common Property as a result of the moving process and must promptly reimburse the Owners Corporation for any repairs undertaken as a result of damage caused during the moving process, on presentation of a copy of any relevant tax invoice to the Member, Owner or Occupier by the Owners Corporation.

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**17. Fire Safety/Emergencies**

- 17.1 A Member or Occupier must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of the Lot.
- 17.2 A Member or Occupier must ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

- 17.3 A Member or Occupier must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escapes.
- 17.4 A Member or Occupier must not breach fire regulations by installing deadlocks or peepholes that would void the Owners Corporations insurance policy.
- 17.5 A Member or Occupier must observe all fire and emergency drills. This includes participating in any building evacuation.
- 17.6 A Member or Occupier must make sure that they are aware of all safety and emergency procedures.
- 17.7 A Member or Occupier must follow the directions of any person who the Owners Corporation nominates as a fire warden to supervise the orderly evacuation of their Lot and the Common Property during any drill or emergency.
- 17.8 A Member or Occupier must not cause a false fire alarm. If the Owners Corporation incurs a cost from the responsible fire Authority because of a false fire alarm, the Owners Corporation may recover the cost from the Member or Occupier responsible for the false fire alarm.
- 17.9 If there is any imminent danger or threat (for example, a bomb threat) concerning a Member or Occupier's Lot or the Common Property, a Member or Occupier must immediately:
  - 17.9.1 notify the Owners Corporation of the danger or threat;
  - 17.9.2 obey the Owners Corporation's instructions, including evacuating the Lot or the Common Property; and
  - 17.9.3 obey the instructions of the police, fire brigade, ambulance or any other relevant Authority.
- 17.10 The Owners Corporation may secure and keep the Common Property and any Lots safe from fire or other hazards. This includes:
  - 17.10.1 permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a Lot; and
  - 17.10.2 allowing a part of the Common Property to be used for security purposes, including monitoring the security and safety of Lots, even if this means excluding Members and Occupiers from using that part of the Common Property.

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**18. Restrictions – Trade or Business**

- 18.1 The Member or Occupier must not use or permit others to use a Lot or any part of the Common Property for any trade, business or other commercial use, unless that Lot is a Commercial Lot, without the express written consent of the Owners Corporation.
- 18.2 If authorised to do so by the Owners Corporation, the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
  - 18.2.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot;

- 18.2.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and
- 18.2.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or creating a greater security risk to the Members and Occupiers of other Lots.

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**19. Behaviour of Invitees**

- 19.1 The duties and obligations imposed by the Rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the Occupier of their Lot (**Invitees**).
- 19.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or Occupier of another Lot or of any person lawfully using the Common Property.
- 19.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 19.1 and 19.2.
- 19.4 Where the Owners Corporation expends money to make good any damage caused by a breach of the Act, Regulations or Rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

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**20. Owners Corporation Fees**

- 20.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations (including the cost of maintenance of any car park lifts within the Common Property) quarterly in advance according to their Lot entitlement.
- 20.2 The amount of the annual Owners Corporation fees, which is payable by each Member, will be established at each annual general meeting of the Owners Corporation.
- 20.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

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**21. Consent of Owners Corporation**

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Member for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

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**22. Complaints and Disputes**

- 22.1 Any Dispute must be dealt with at first instance in accordance with this Rule 22.
- 22.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 22.
- 22.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 22.3.1 arrange a meeting between the parties to resolve the Dispute; or
- 22.3.2 waive the requirement for the parties to meet.
- 22.4 Notwithstanding the course of action elected by the Committee under Rule 22.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.
- 22.5 Without limiting the generality of this Rule 22.5, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 22.5.1 arrange a meeting between the parties to resolve the Dispute; or
- 22.5.2 waive the requirement for the parties to meet.
- 22.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 22.3 or 22.5, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

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**23. Cost of Non-compliance**

The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in the Act, Regulations or Rules including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

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**24. Charges imposed on Members and Occupiers**

- 24.1 Any payments to the Owners Corporation imposed on a Member or Occupier under the Act, Regulations or Rules will (until paid) be a charge on the Lot.
- 24.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not dispute or make any claim in relation to the amount specified therein.
- 24.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) on outstanding fees and charges set under the Act, Regulations or Rules until they are paid.
- 24.4 Any payments made for the purposes of the Act, Regulations or Rules will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

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**25. Rules Subject to Rights of the Vendor and the Developer**

- 25.1 These Rules do not apply to and, are not enforceable against the Vendor, the Developer or their mortgagees or chargees, for so long as any of the following apply:
- 25.1.1 the Vendor and/or the Developer and/or their equity partners (if any) is a Member or Occupier;
  - 25.1.2 any mortgagee or chargee of the Vendor or the Developer has an interest in any Lot; or
  - 25.1.3 the Vendor and/or the Developer and/or their equity partners (if any) are engaged in any action required to complete the Development,
- where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, the Developer or their mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.
- 25.2 The Vendor, the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan to:
- 25.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
  - 25.2.2 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;

- 25.2.3 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;
- 25.2.4 erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property;
- 25.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor and/or the Developer or their mortgagees or chargees think fit;
- 25.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- 25.2.7 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,

provided that the Vendor, the Developer and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 25.3 The Owners Corporation must, within 7 days of being requested by the Vendor or the Developer or their mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor, the Developer or their mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 25 or contravene any right or reprieve afforded to the Vendor and the Developer under this Rule 25.
- 25.4 Every Member hereby consents to and agrees to the Vendor and the Developer undertaking any or all of the rights of the Vendor and the Developer set out in this Rule 25 without any prevention or hindrance of such Member.
- 25.5 In exercising its rights under this Rule 25, the Vendor and the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor and the Developer must only exercise its rights to the extent necessary for the genuine Development. The Vendor and the Developer must not exercise its rights under this Rule 25 to arbitrarily exclude the Owners Corporation or the participation of Members.

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## **26. Warranties & Novation or assignment of contracts**

- 26.1 The Vendor, the Developer or their builder or subcontractors (all the 'Developer') may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essential services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.

- 26.2 The Developer and the Owners Corporation(s) must accept assignment or novation of the contracts referred to in Rule 26.1 at the first meeting of the Owners Corporation.
- 26.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule 26 to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.
- 26.4 The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.
- 26.5 The Owners Corporation must ensure that it provides for, or enters into contracts to provide for, care, cleaning, maintenance and inspection of any item or component of the Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer.
- 26.6 All Members must contribute their proportion of the cost incurred by the Owners Corporation in complying with this Rule 26 relative to the Lot liability on the Plan.

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**27. Storage Lots**

A Member or Occupier must not:

- 27.1.1 use a Storage Lot for any purpose other than the purpose for which it is designed, without the prior written consent of the Owners Corporation;
- 27.1.2 assign, sub-let or grant any licence to any person a Storage Lot without the prior written consent of the Owners Corporation;
- 27.1.3 store any:
  - (a) inflammable, explosive or dangerous substances or offensive items; or
  - (b) heavy objects or anything likely to damage the Common Property or the Development,in the Storage Lot.

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**28. Other Licences**

- 28.1 The Owners Corporation may grant the Vendor and/or a third party as otherwise directed by the Vendor any lease or licence required by the Vendor or the Developer, including, without limitation:
  - 28.1.1 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property;

- 28.1.2 permission to the Vendor's representatives and their Invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit; or
- 28.1.3 a licence of part of the Common Property for purposes relating to the use of all or part of the Recreational Facilities;

provided the Vendor uses its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.

- 28.2 A Member or Occupier of the Lot must not hinder or impede the Vendor and/or any third party from exercising its rights under any agreement entered into under this Rule 28.
- 28.3 The Owners Corporation must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 28.
- 28.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would impede the powers of the Owners Corporation under this Rule 28.

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## 29. Commercial Area

- 29.1 Without limiting any other rule, any Member that owns a Commercial Lot, or any Occupier of a Commercial Lot, used for Commercial Purposes must:
  - 29.1.1 take out its own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation, and bring the bins in before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;
  - 29.1.2 avoid unnecessary noise when filling bins and ensure contractors pick up between 8:00am and 9:00am Monday to Saturday and between 9:00am and 10:00am on Sundays;
  - 29.1.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
  - 29.1.4 ensure all cardboard and paper waste is cut up or folded and neatly contained in bins;
  - 29.1.5 store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any car park forming part of that Lot) and must not store bins, bottles, cardboard/paper or any other refused on the Common Property except when this is the 'bin collection area' nominated by the Owners Corporation.
  - 29.1.6 any perishable rubbish must be hidden from view;
  - 29.1.7 washing down of bins must only be carried out within the Lot, excluding car spaces, or any other bin store area designated by the Owners Corporation from time to time;



- 29.1.8 comply with all health, noise and other regulations in carrying on the business from the Lot;
  - 29.1.9 any mechanical fluid must be charcoal filtered or equivalent;
  - 29.1.10 small utility deliveries are to be between 5:30am-6:00pm Monday to Friday and 6:30am – 6:00pm Saturdays & Sundays or on such other times as agreed with the Owners Corporation;
  - 29.1.11 large deliveries are to be between 8:00am – 6:00pm Monday to Sunday;
  - 29.1.12 not permit electronic gaming machines;
  - 29.1.13 make all reasonable attempts to address/treat any odours that emanate from the Lot; and
  - 29.1.14 ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level of STC30 is achieved and/or as documented in any planning or building permit.
- 29.2 Nothing herein will prevent or prohibit any owner or Occupier of a Commercial Lot from carrying on its reasonable business operations within a Commercial Lot and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit which the owner of any Commercial Lot may apply for, provided that all times the owner or Occupier of any such Commercial Lot:
- 29.2.1 operates the business lawfully;
  - 29.2.2 obtains each and every permit, liquor licence or other consent required; and
  - 29.2.3 operates the business within the terms of any such permit, liquor licence or consent.
- 29.3 The owner or Occupier of any Commercial Lot will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The licensees will be responsible for ensuring that these areas are kept in pristine condition at all times.
- 29.4 Any owner or Occupier of a Commercial Lot will be entitled to reasonable access at all times for invitees and customers through those parts of the Common Property necessary for usual business practice.
- 29.5 The Owners Corporation(s) will not hinder access to the Commercial Lots via the main front entry except when they are required to undertake routine maintenance of these areas.

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**30. Balconies**

A Member or Occupier:

- 30.1 must not hang or permit to be hung any clothes or other articles including wind chimes on any balconies, windows, stairways or any part of the Common Property or any part of the exterior of the Lot so as to be visible or audible from the outside of the Lot;

- 30.2 must not construct, erect or fix any shed, enclosure, spa, water feature, or structure of any nature or description or undertake any Building Works on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Owners Corporation;
- 30.3 must ensure that any barbeques, pot plants and outdoor furniture and other movable objects kept on the balcony to their Lot is secured against strong winds and where necessary remove any loose items from balconies which may be dislodged during periods of strong winds;
- 30.4 must not temporarily or permanently fix or otherwise install on any balcony to their Lot, any equipment or apparatus of any kind (including, any external blind, light fitting, awning, air conditioning unit, antenna or satellite dish);
- 30.5 must ensure that no rubbish, residue or overflow is expelled onto another Lot at all or onto the Common Property when cleaning or washing balconies other than to areas specifically designated for such purpose from time to time by the Owners Corporation;
- 30.6 must ensure that when watering or cleaning any balcony, terrace or garden area that forms part of the Lot, the water does not fall onto lower Lots;
- 30.7 must grant and provide to the Owners Corporation, upon the Member or Occupier being given 5 calendar days prior written notice, access to any balcony forming part of the Member's or Occupier's Lot for the purpose of cleaning and/or maintaining the Common Property;
- 30.8 must ensure building materials related to any Building Works are not stacked or stored in or on balcony areas;
- 30.9 must not permit disposal of cigarette butts, cigarette ash or any other item over balconies on the Common Property or other Lots;
- 30.10 must keep balconies clean, tidy and well maintained; and
- 30.11 must not permit any bicycle to be brought into a Lot (other than a Lot designated for parking) or the foyer, lifts, stairwells, hallways, garden areas, walkways, balconies.

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**31. Rights of Entry**

A Member of a Lot, upon receiving reasonable notice from the Owners Corporation(s), must allow the Owners Corporation(s) or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connection or any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to any adjoining Lot or the Common Property.

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**32. Development Lease, Signage & Other Licences**

- 32.1 The Owners Corporation may grant the Vendor and/or a third party as otherwise directed by the Vendor:
- 32.1.1 a development lease for the purpose of access to the Common Property for the purpose of facilitating the completion of the Development including without limitation the completion of the retail areas and common areas within the Development;
  - 32.1.2 a signage licence;
  - 32.1.3 permission to the Vendor's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit;
  - 32.1.4 a licence of part of the Common Property for purposes relating to the use of all or part of the Recreational Facilities;
- provided the Vendor uses its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.
- 32.2 A Member or Occupier of the Lot must not hinder or impede the Vendor and/or any third party from exercising its rights under any agreement entered into under this Rule 28.
- 32.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 28.
- 32.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 28.

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**33. Short Stay Accommodation**

- 33.1 A Member or Occupier of a Lot is not permitted to lease, licence or rent out their Lot for short term stays of less than 6 months, including through online booking sites, without the prior written consent of the Owners Corporation.
- 33.2 A Member acknowledge that the health, safety and management systems set up for the Owners Corporation and the budget and insurance policies in place for these Owners Corporations are based on the Lots in these Owners Corporations only being used for residential purposes for a term of 6 months or more.
- 33.3 A Member must not and must ensure any Occupier of its Lot does not do anything on the Lot which would:
- 33.3.1 compromise the fire safety:
    - (a) of the Building by carrying out any activity on the Lot that causes overcrowding on the floor or results in occupation on the floor in excess of

- the maximum numbers accommodated under the Building Code of Australia for non-commercial residential use;
- (b) of the Lot by installing any temporary or permanent partitions within the Lot or installing any heating or cooling devices or any additional service or amenity in the Lot without the Owners Corporation's prior approval;
- 33.3.2 compromise the Owners Corporation's ability to make a claim under its insurance or cause the insurer to require the policy to be converted into a commercial premises policy;
- 33.3.3 compromise the security of the Building by:
- (a) leaving any doors providing access to the Lot or the Building unlocked or holding any door ajar for multiple persons to enter the Building;
  - (b) leaving any means including 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 (**Registered Key**) in a mailbox or in any unsecured location or in a key safe;
  - (c) providing or handing over the Registered Key to any person who is not an Occupier of the Lot; and
  - (d) failing to notify the Manager the details of any Occupier of the Lot and an out of normal business hours contact address and telephone number for each Occupier of the Member's Lot or failing to promptly advise the Manager of any change in such address or telephone number.
- 33.3.4 If a Member or its Occupier breaches this Rule 24, the Member must pay the Owners Corporation any charges, fees, fines or penalties or losses incurred by the Owners Corporation in relation to:
- (a) the non-compliance including, without limitation, administrative costs, and legal costs;
  - (b) any resultant breach by the Owners Corporation of any law applicable to the Development including rectification costs;
  - (c) the Owners Corporation not being able to make a claim against its insurer or as a result of the insurer rejecting the Owners Corporation's claim; and
  - (d) any increase in the costs of running the Owners Corporation as a result of the breach.
- 33.4 If consent is granted by the Owners Corporation for a Member to use their Lot for the purposes of a short stay accommodation, the Owners Corporation may charge a short stay accommodation levy to the Member, in which case the Member:
- 33.4.1 must pay the fees set by the Owners Corporation on the due date set by the Owners Corporation upon the levying of each special fee or charge; and
  - 33.4.2 agrees that the amount of the fees which is payable by each Member will be set at the Owner's Corporation's absolute unfettered discretion.

- 33.5 For the avoidance of doubt, if the actions of a Member or an Occupier result in the Owners Corporation having to enter into a different insurance policy, the Member must pay the Owners Corporation the difference between the cost of the policy before the increase and the new insurance premium.

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**34. Building Management**


- 34.1 Each Member and Occupier acknowledges that:
- 34.1.1 a building manager will be engaged by the Owners Corporation to service the residents of the Building, assist with functions and bookings with respect to parts of the Common Property within the Building; and
  - 34.1.2 the building manager's office or concierge desk will be located in the lobby area of the Building, which forms part of Common Property No. 1.
- 34.2 Each Member of the Owners Corporation(s) must not either directly or indirectly do anything to interfere with or restrict the role or functions of the building manager and must comply with the reasonable directions of the building manager from time to time.
- 34.3 The building management service will operate at the discretion of the Owners Corporation on weekends and public holidays. The Owners Corporation may change the building manager's working hours at any time at its absolute discretion.

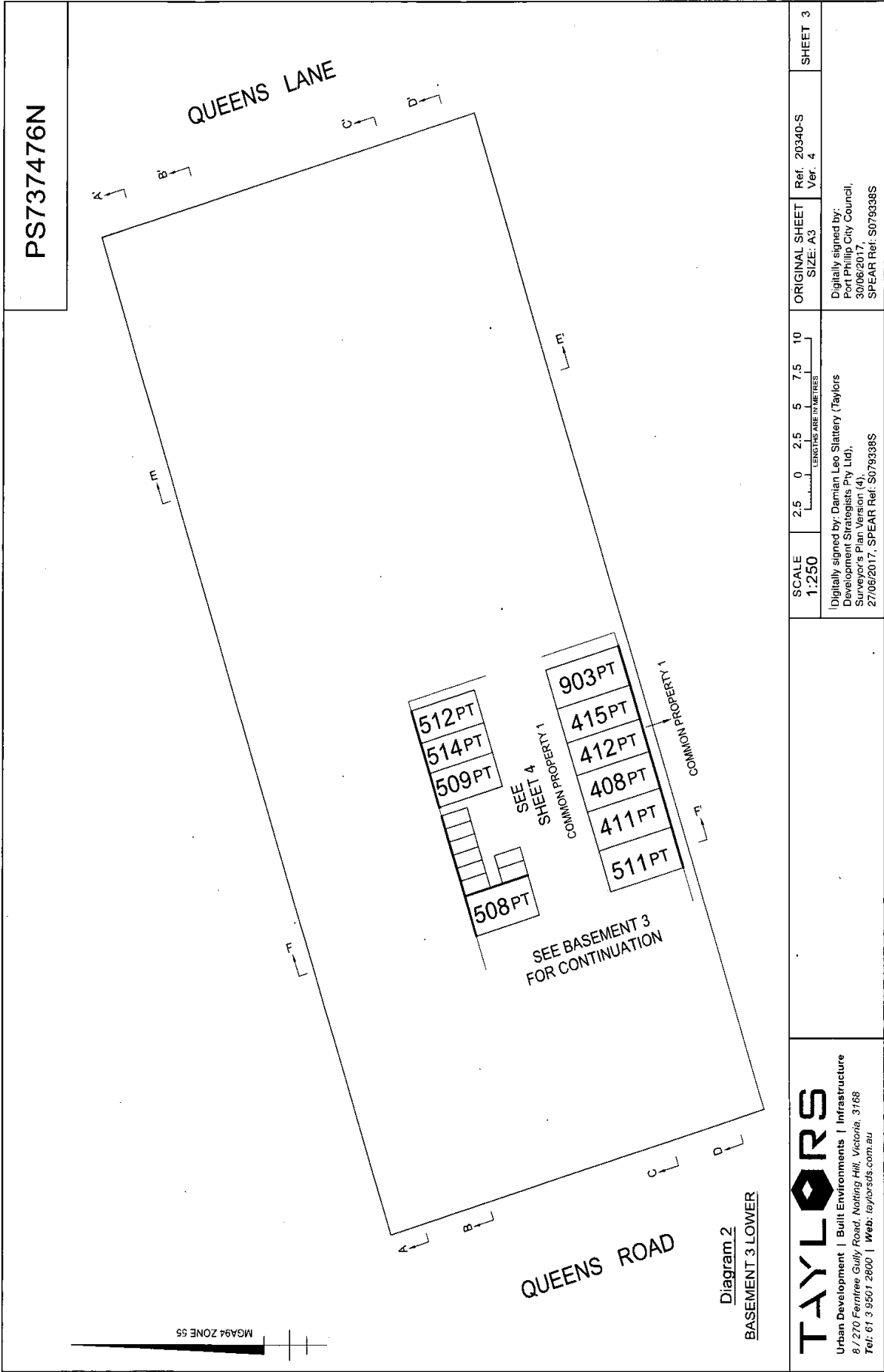
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**35. Proximity Cards**

- 35.1 A Member in possession of a Proximity Card must:
- 35.1.1 keep the Proximity Card for their exclusive use and must not give the Proximity Card to any other person;
  - 35.1.2 not duplicate the card or permit it to be duplicated without the Owners Corporation's prior written consent;
  - 35.1.3 take all reasonable precautions to ensure that the Proximity Card is not lost or handed to a person other than the Member and is not to dispose of the Proximity Card in any way other than by returning it;
  - 35.1.4 promptly notify the Owners Corporation if a Proximity Card is lost or destroyed; and
  - 35.1.5 include in any lease or licence of a Lot to the Member a condition or obligation requiring the return of the Proximity Card to the Owners Corporation upon demand by the Owners Corporation acting reasonably.
- 35.2 The Owners Corporation may make a number of Proximity Cards as deemed appropriate available to Members free of charge. The Owners Corporation may charge a reasonable fee for any additional Proximity Cards required by a Member.
- 35.3 Where a Member is in arrears in payment of the Owners Corporation levies in excess of two quarters, the Owners Corporation may cancel the Proximity Card.

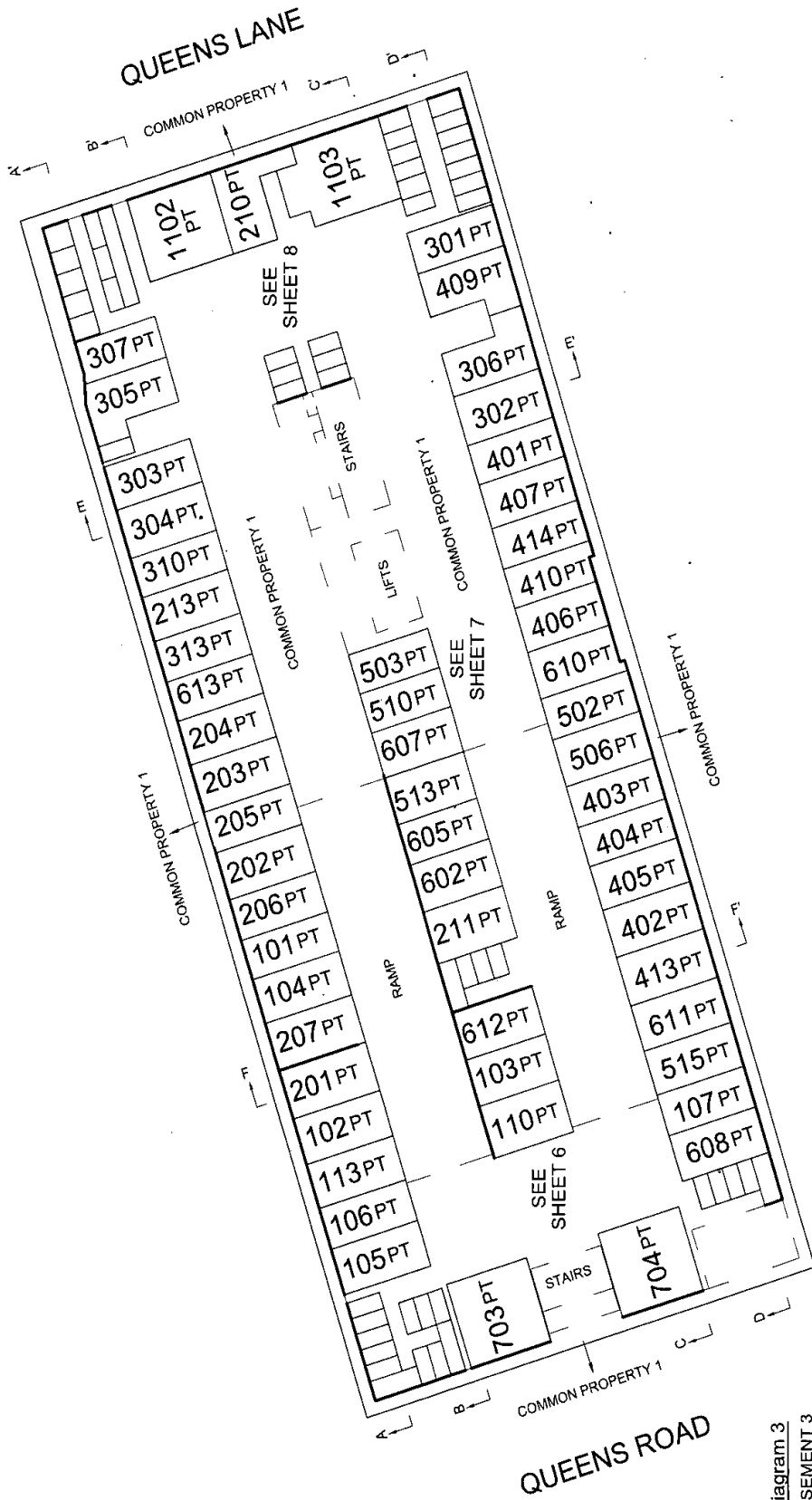
- 35.4 The Member must pay the cost of replacing any lost, stolen or destroyed Proximity Card issued to them.

<b>PLAN OF SUBDIVISION</b> Under Section 32A of the Subdivision Act 1988		EDITION 1	<b>PS737476N</b>	
<b>LOCATION OF LAND</b> PARISH: <b>MELBOURNE SOUTH</b> AT ST KILDA TOWNSHIP: --- SECTION: V CROWN ALLOTMENT: 11 CROWN PORTION: --- TITLE REFERENCE: Vol. 9540 Folios 594 to 665  LAST PLAN REFERENCE: Land in RP19804  POSTAL ADDRESS: 77 Queens Road (at time of subdivision) Melbourne VIC 3004  MGA CO-ORDINATES: E: 322 260 ZONE: 55 (of approx centre of land in plan) N: 5 808 600 GDA 94		Council Name: Port Phillip City Council  Council Reference Number: S/3/2016 Planning Permit Reference: 46/2016 SPEAR Reference Number: S079338S  Certification  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied  Digitally signed by: Sandra Stewart for Port Phillip City Council on 30/06/2017		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
<b>NOTATIONS</b>				
DEPTH LIMITATION: NIL				
SURVEY: This plan is based on survey in BP3086L STAGING: This is not a staged subdivision. Planning Permit No. 46/2016/A  LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS For details of any Owners Corporations including purpose, responsibility, entitlement & liability see owners corporation search report, owners corporation additional information and if applicable, owners corporation rules.  Area of Release: 2336m <sup>2</sup> No. of Lots: 159 Residential Lots				
Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings: Median: Boundaries marked 'M'; Interior Face: All other boundaries. Lower boundaries of lots are defined by the upper face of the concrete slab unless shown otherwise. Upper boundaries of lots are defined by the underside of the suspended ceiling unless shown otherwise.  Common Property No 1 is all the land in this plan except the lots and includes structures of all walls (including balustrades), floors and ceilings defining boundaries - excluding walls between lots unless shown otherwise.  All lots are defined in the diagrams herein.  All internal columns, service ducts, pipes and vents within the building that exist for the benefit of all the land in this plan are deemed to be part of Common Property 1. The positions of all these internal columns, ducts, pipes and vents have not necessarily been shown on the diagrams contained herein.  CP1 - denotes Common Property 1 PT - denotes part lot BALC. - denotes Balcony				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
<b>EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN.</b>				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
 Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notling Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorss.com.au		SURVEYORS FILE REF: Ref. 20340-S Ver. 4	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 34
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PS737476N



MGA94 ZONE 55

Diagram 3  
BASEMENT 3

**TAYLORS**

Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: taylorsds.com.au

SCALE 1:250  
LENGTHS ARE IN METRES

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Surveyors Plan Version (4),  
27/06/2017, SPEAR Ref: S0793385

ORIGINAL SHEET SIZE: A3

Ref: 20340-S Ver. 4

SHEET 5

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Port Phillip City Council,  
30/06/2017,  
SPEAR Ref: S0793385

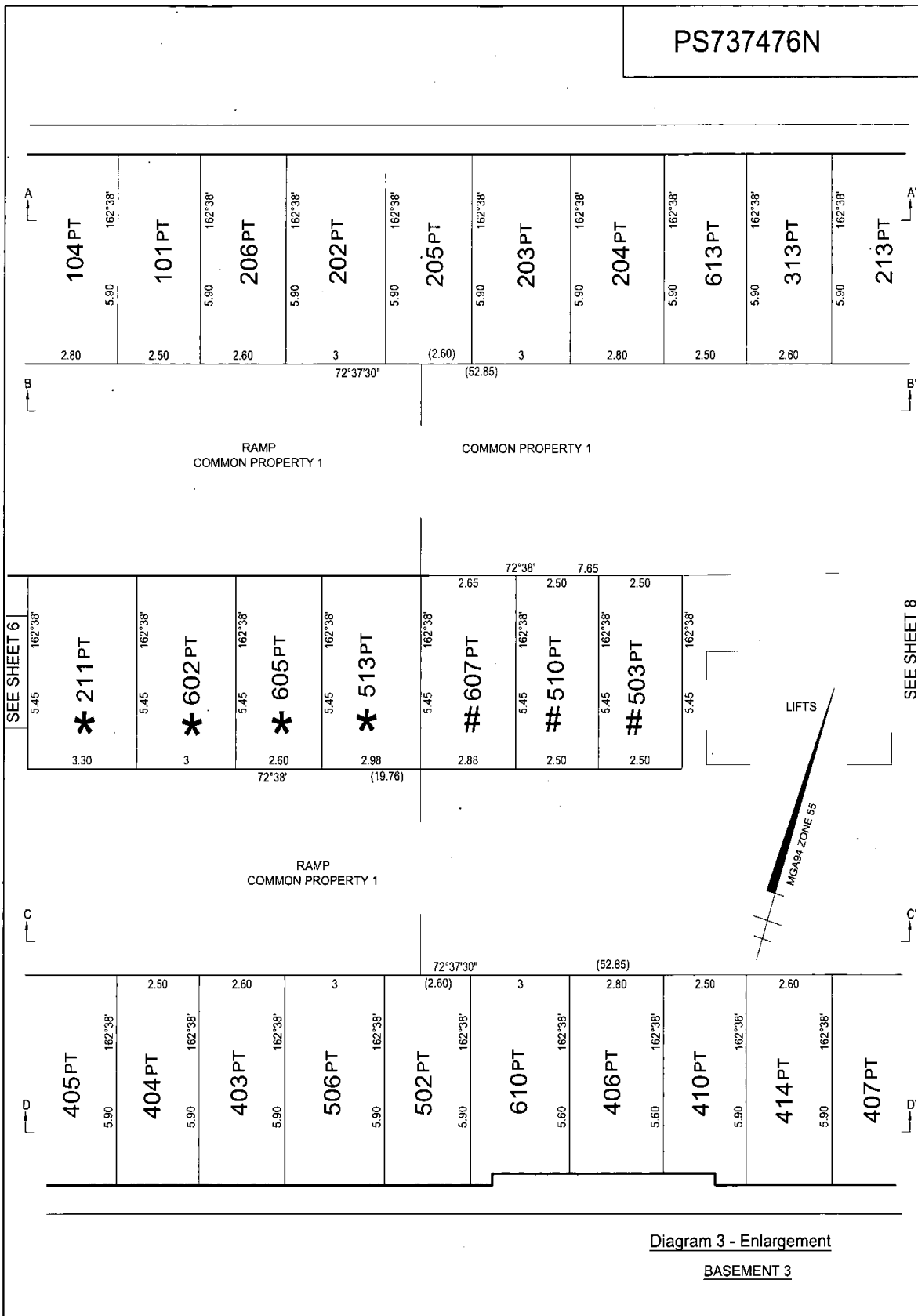


Diagram 3 - Enlargement

BASEMENT 3

<p>Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorssds.com.au</p>	<p>SCALE 1:100</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>Ref. 20340-S Ver. 4</p>	<p>SHEET 7</p>
	<p>Digitally signed by: Damian Leo Slattery (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (4), 27/06/2017, SPEAR Ref: S079338S</p>		<p>Digitally signed by: Port Phillip City Council, 30/06/2017, SPEAR Ref: S079338S</p>	

PS737476N

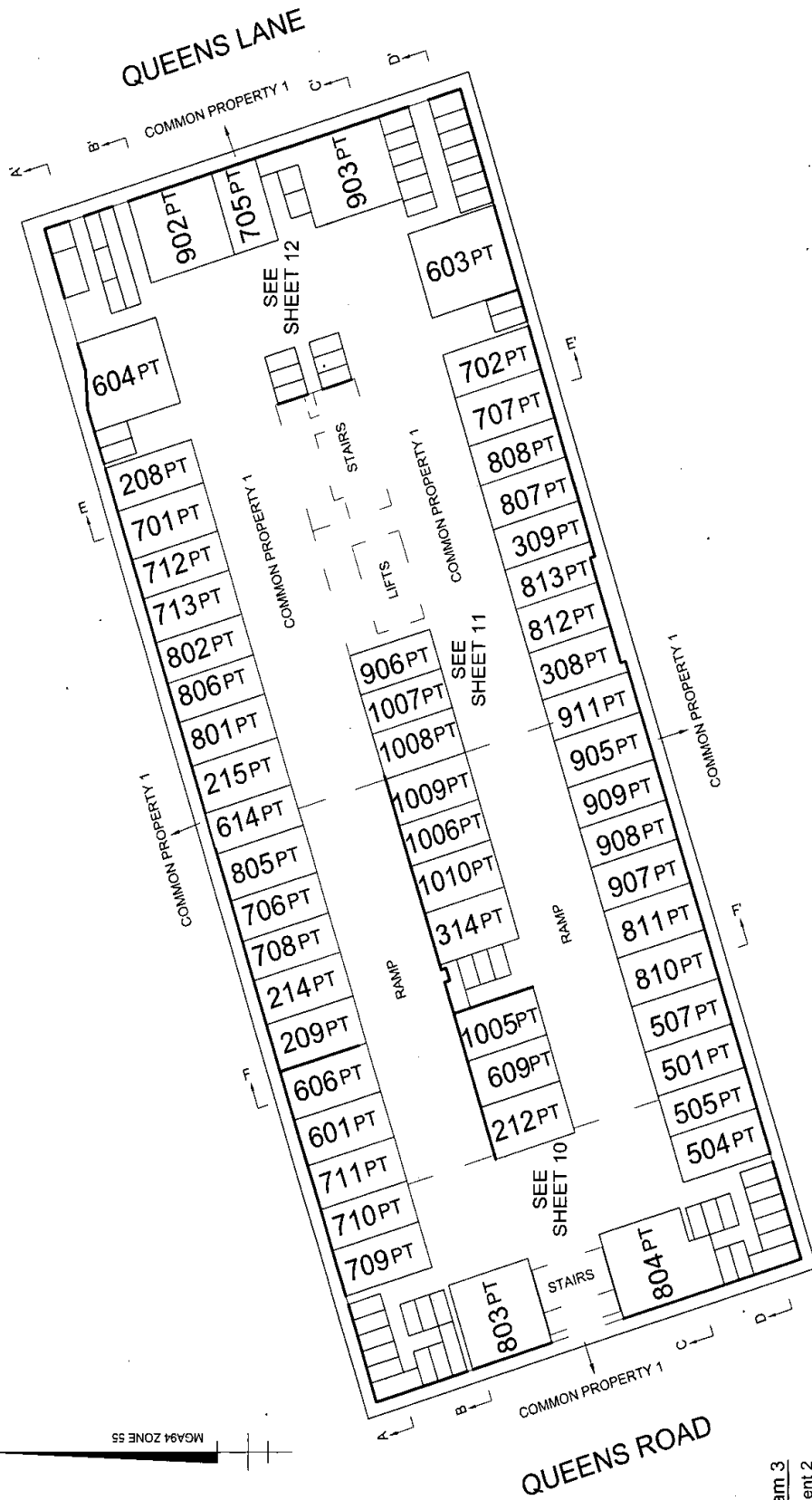
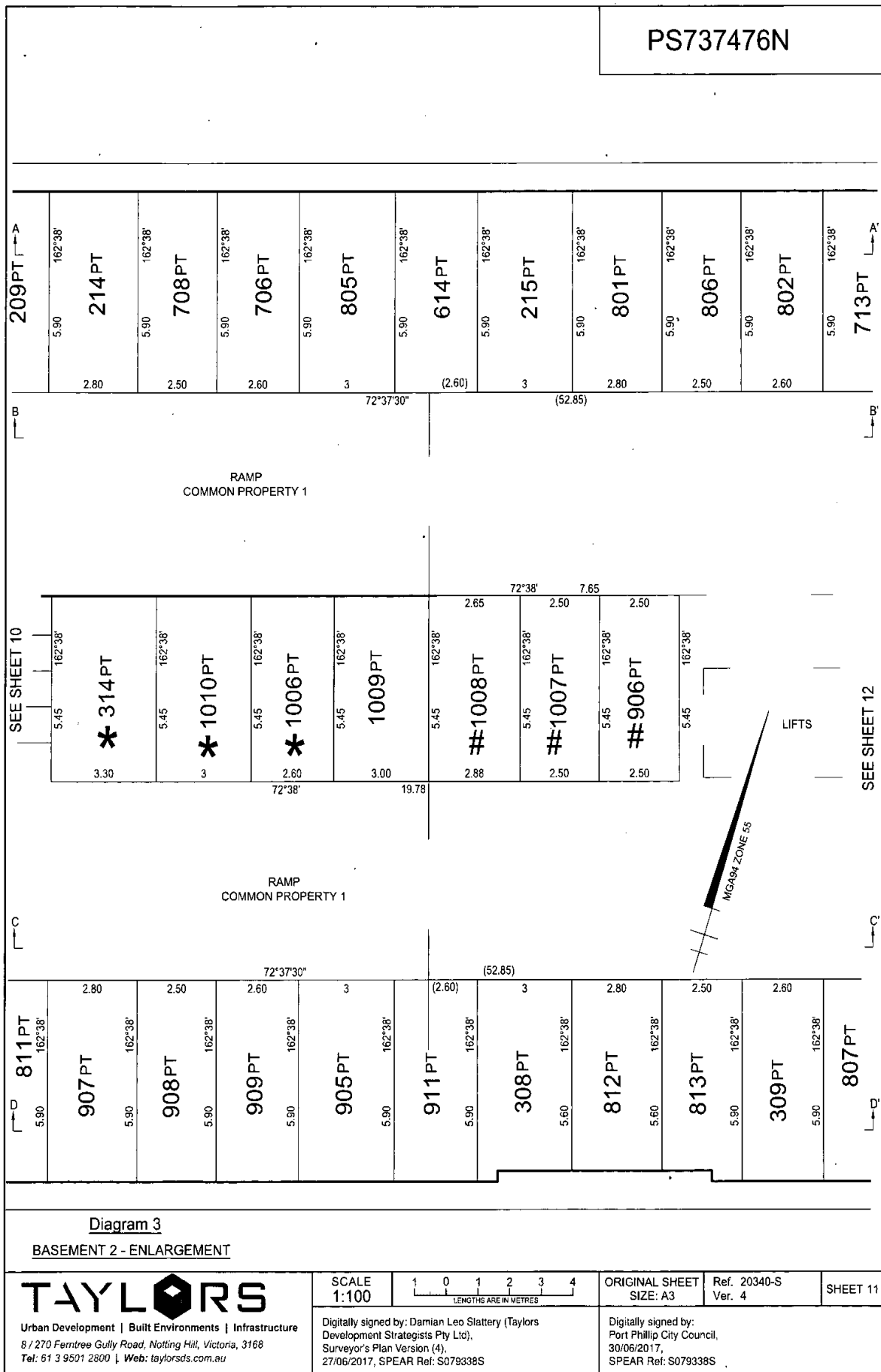


Diagram 3  
Basement 2

<p>Urban Development   Built Environments   Infrastructure 8/270 Fernree Gully Road, Nattall Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorss.com.au</p>		<p>Scale: 1:250 0 2.5 5 7.5 10 METRES</p>	<p>ORIGINAL SHEET SIZE: A3 Ref: 20340-S Ver. 4 SHEET 9</p>
<p>Digitally signed by: Damian Leo Slattery (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (4), 30/06/2017, SPEAR Ref: S0793385</p>		<p>Digitally signed by: Port Phillip City Council, 30/06/2017, SPEAR Ref: S0793385</p>	



PS737476N

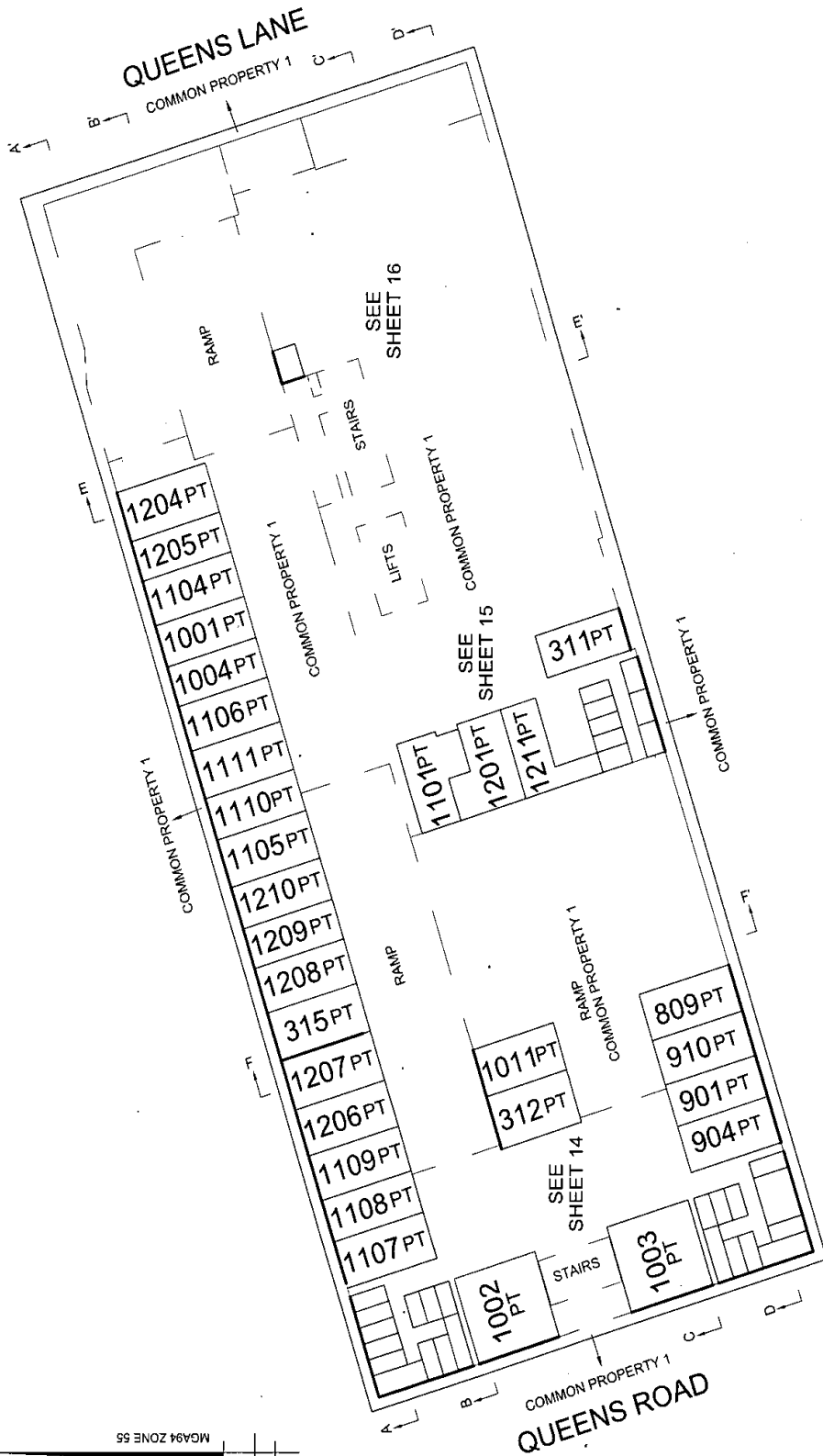


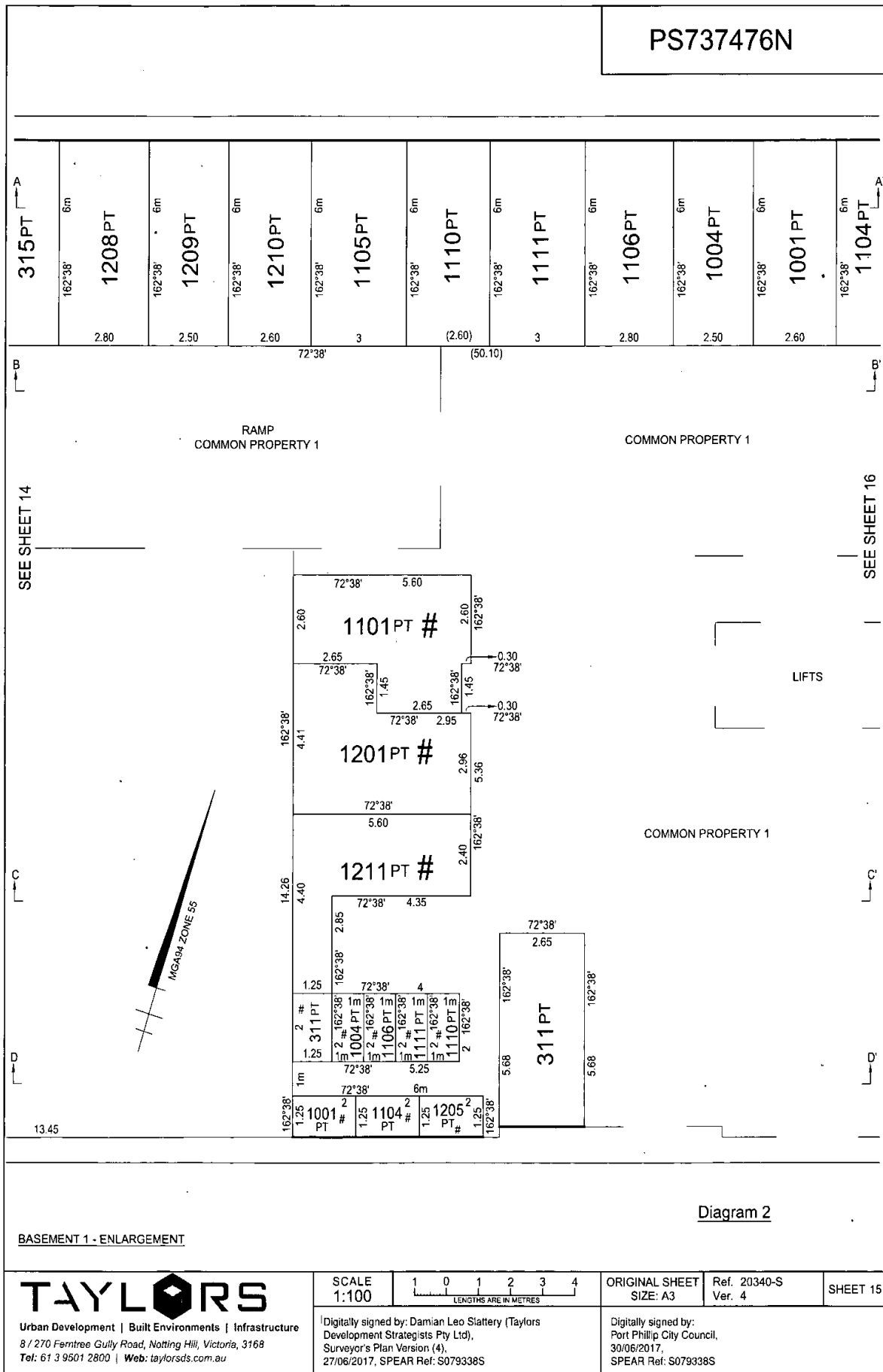
Diagram 4  
Basement 1

SCALE	1:250
LENGTHS IN METRES	2.5 0 2.5 5 7.5 10
ORIGINAL SHEET SIZE	A3
Ref.	20340-5
Ver.	4
SHEET	13

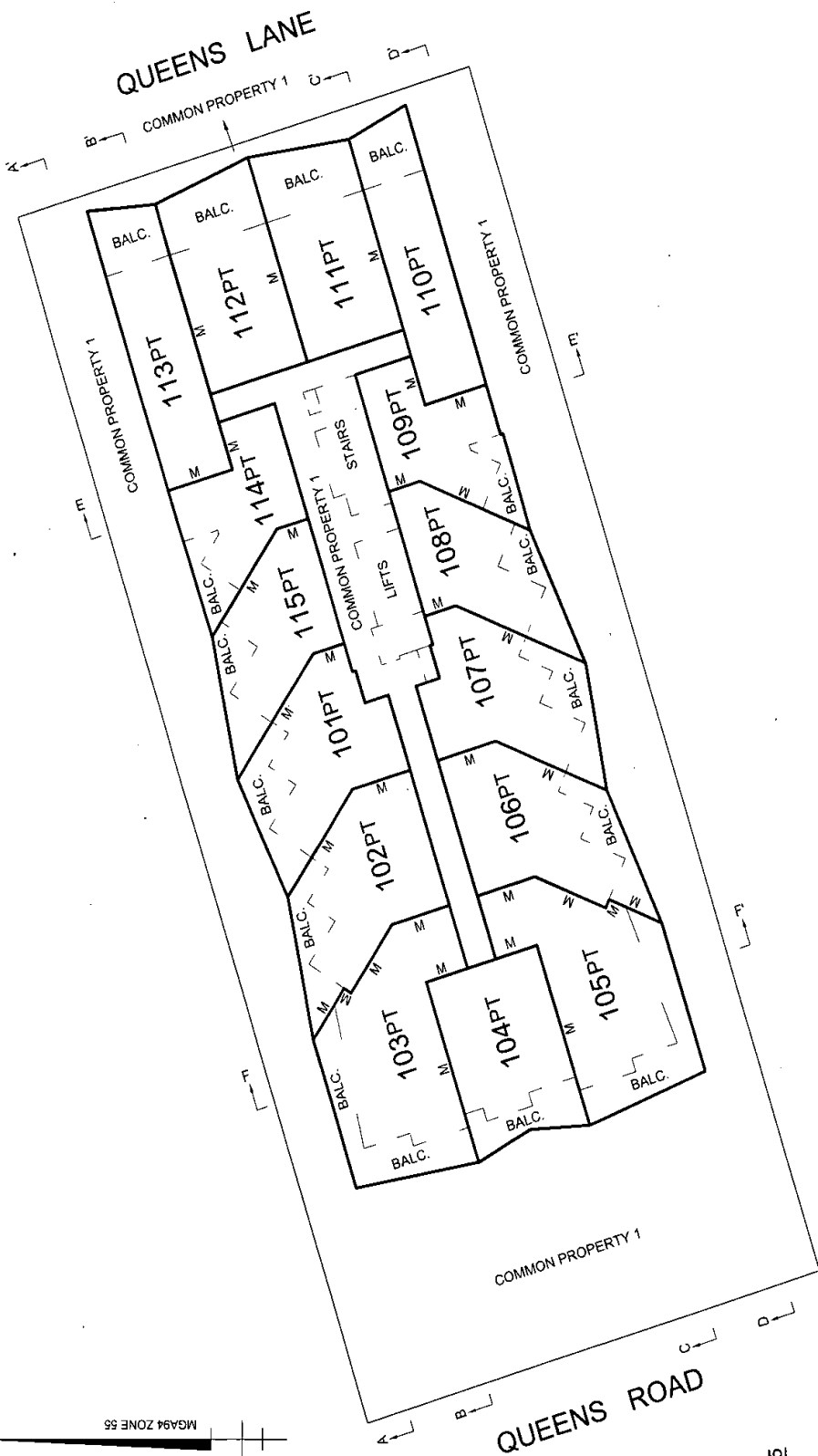
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Digitally signed by: Damien Leo Slattery (Taylors Development Strategists Pty Ltd),  
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 27/06/2017, SPEAR Ref: S079338S

**TAYLORS**  
 Urban Development | Built Environments | Infrastructure  
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: [taylors.com.au](http://taylors.com.au)



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MG94 ZONE 55

Diagram 5  
Level 1

<p><b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8/270 Fernree Gully Road, Nating Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorssds.com.au</p>	<p>Scale: 1:250 Lengths are in metres</p>	<p>Original Sheet Size: A3 Ref: 20340-S Ver: 4</p>	<p>SHEET 17</p>
	<p>Digitally signed by: Damian Leo Slattery (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (4), 27/06/2017, SPEAR Ref: S0793385</p>		

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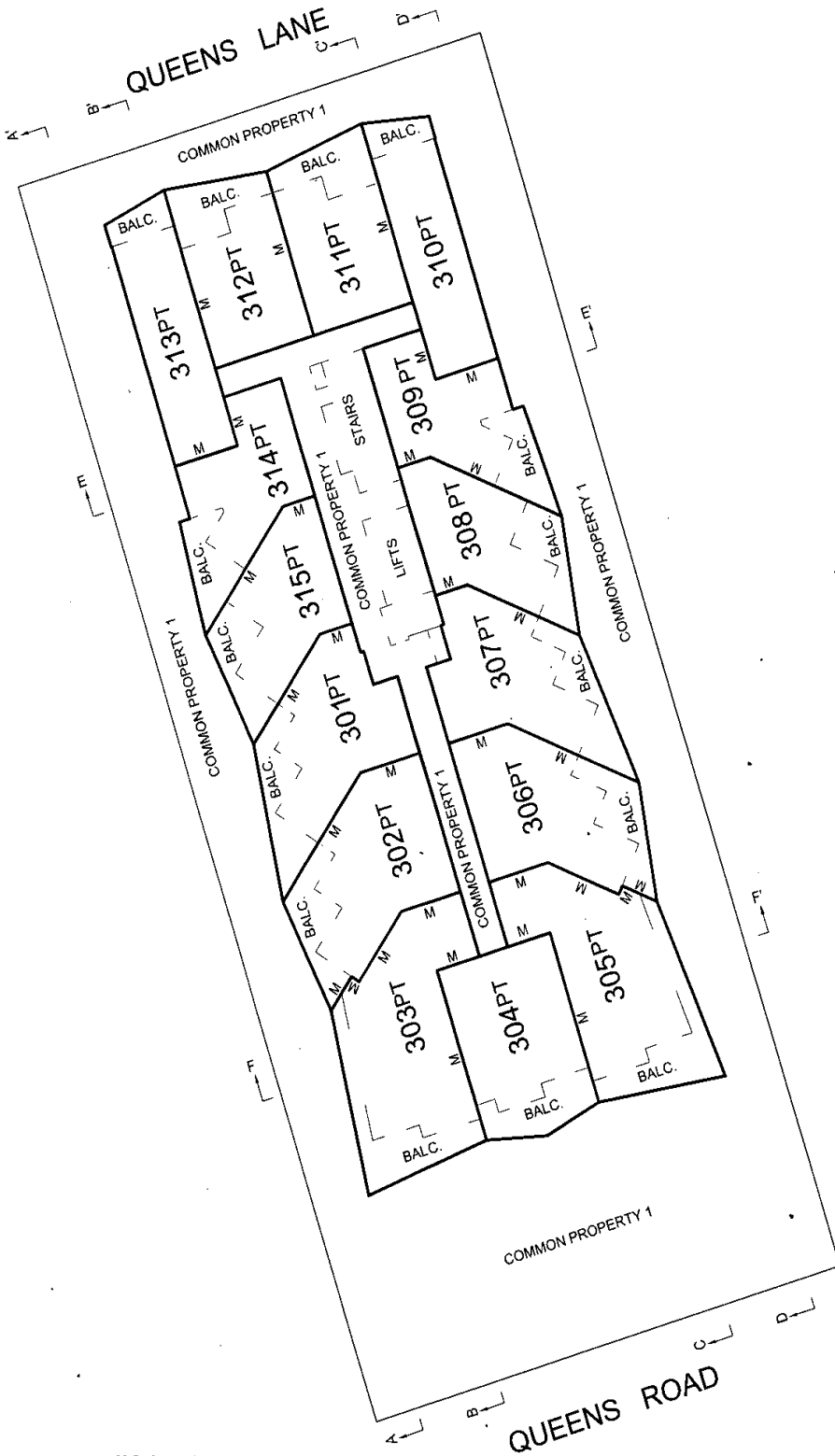


Diagram 7  
Level 3

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 20340-S Ver. 4	SHEET 19
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<b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8/270 Fernree Gully Road, Nalting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorsds.com.au				



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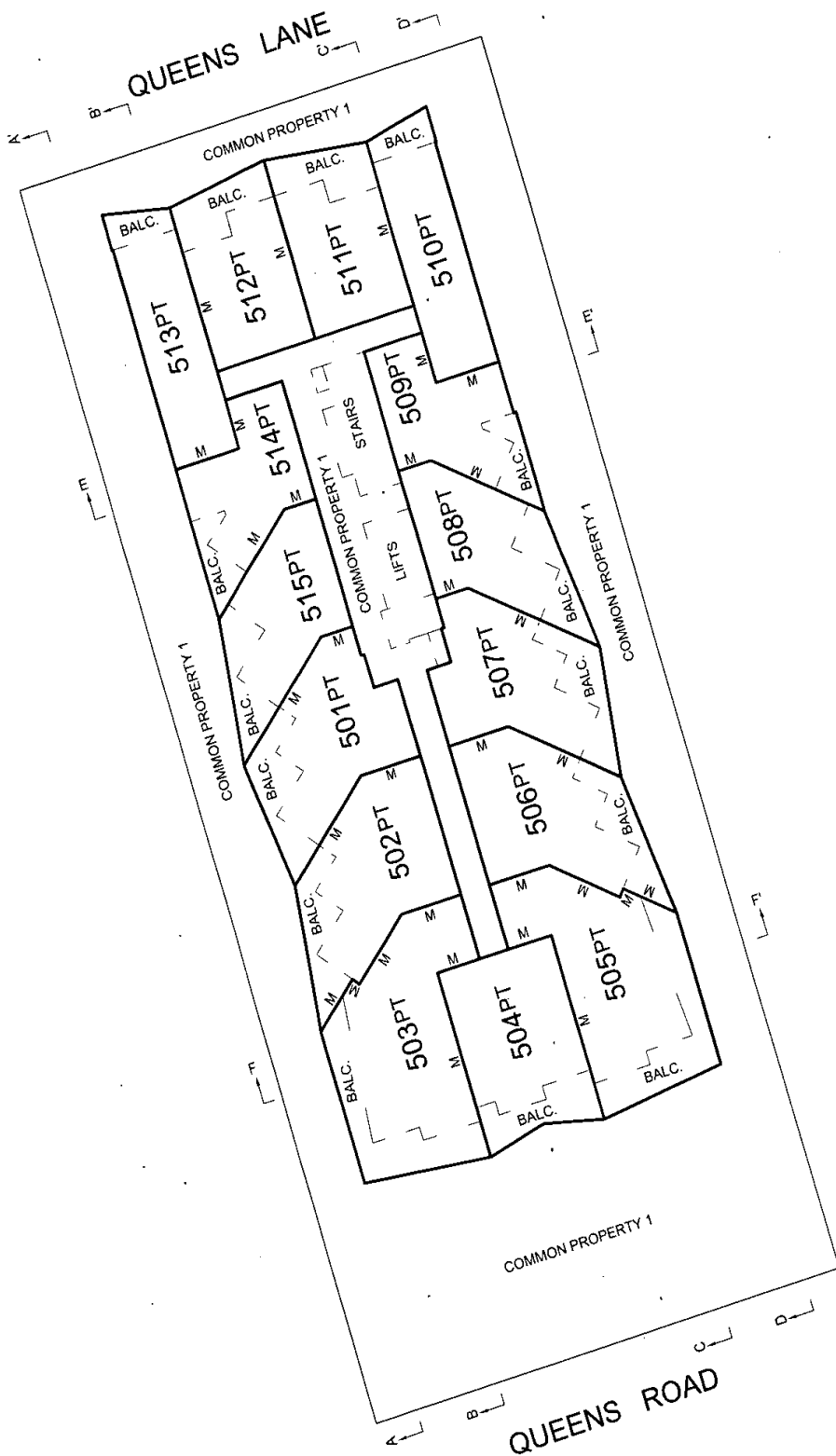


Diagram 9  
Level 5

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 20340-S Ver. 4	SHEET 21
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<b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8 / 270 Feintree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylors.com.au				

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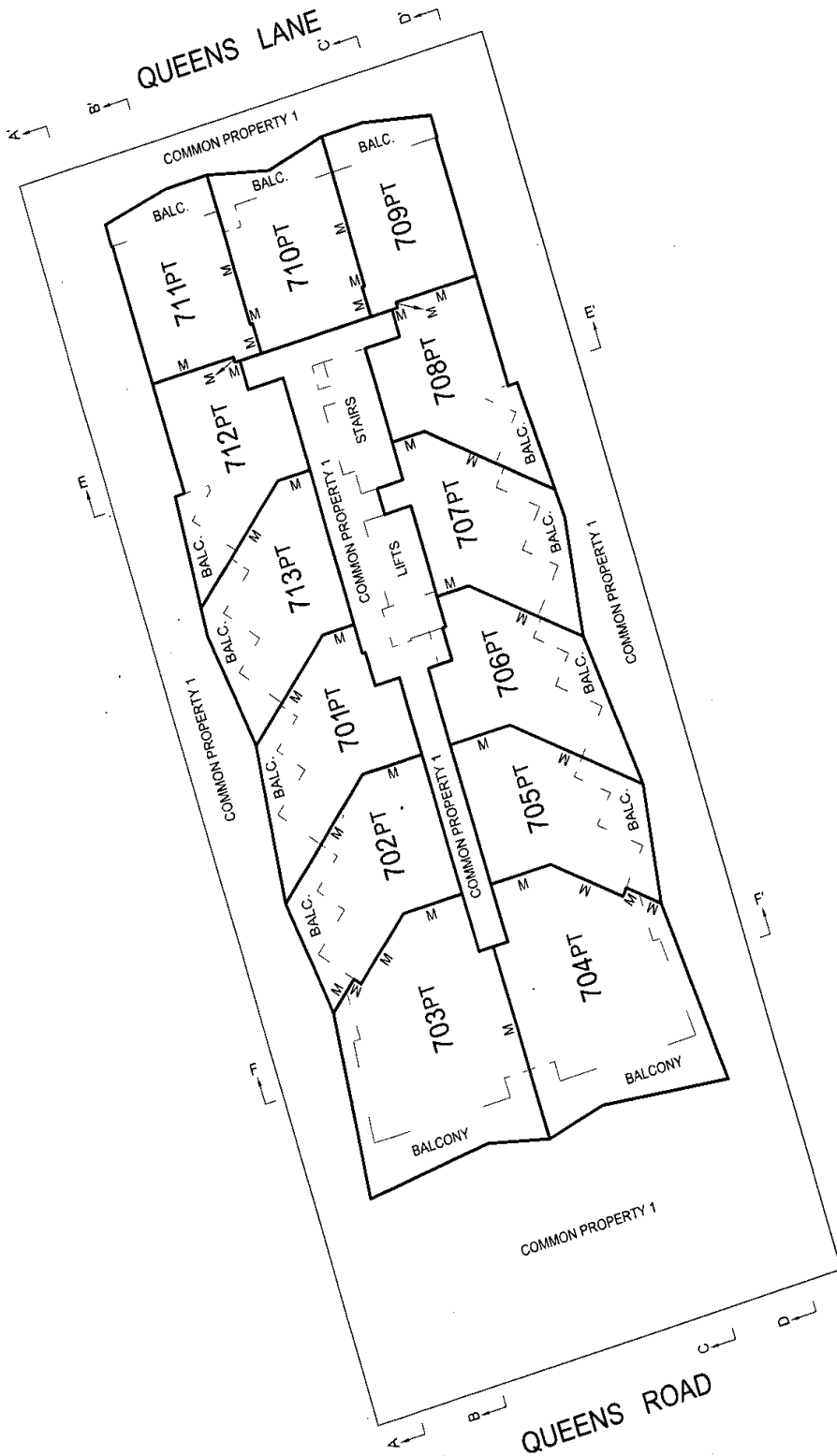


Diagram 11  
Level Z

SCALE 1:250	LENGTHS ARE IN METRES 0 2.5 5 7.5 10	ORIGINAL SHEET SIZE: A3	Ref. 20340-S Ver. 4	SHEET 23
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<b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8/270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: <a href="http://taylorstds.com.au">taylorstds.com.au</a>				

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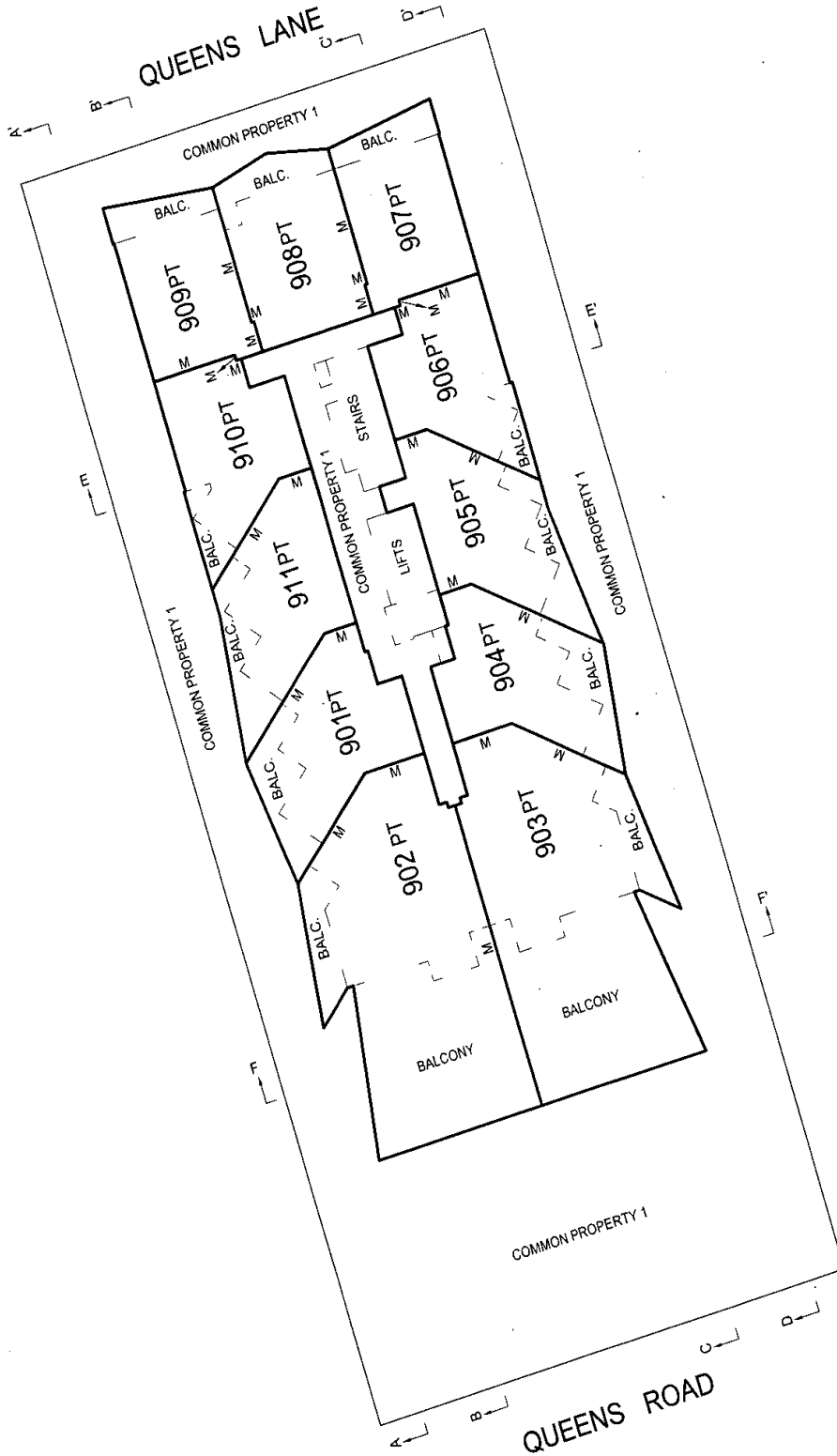


Diagram 13

Level 9

**TAYLORS**

Urban Development | Built Environments | Infrastructure  
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: [taylorsds.com.au](http://taylorsds.com.au)

SCALE 1:250  
 LENGTHS ARE IN METRES  
 2.5 0 2.5 5 7.5 10

Digitally signed by: Damian Leo Slattery (Taylors Development Strategists Pty Ltd),  
 Surveyor's Plan Version (4),  
 27/06/2017, SPEAR Ref: 50793385

ORIGINAL SHEET SIZE: A3  
 Ref: 20340-S Ver: 4

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 SPEAR Ref: 50793385

SHEET 25

PS737476N

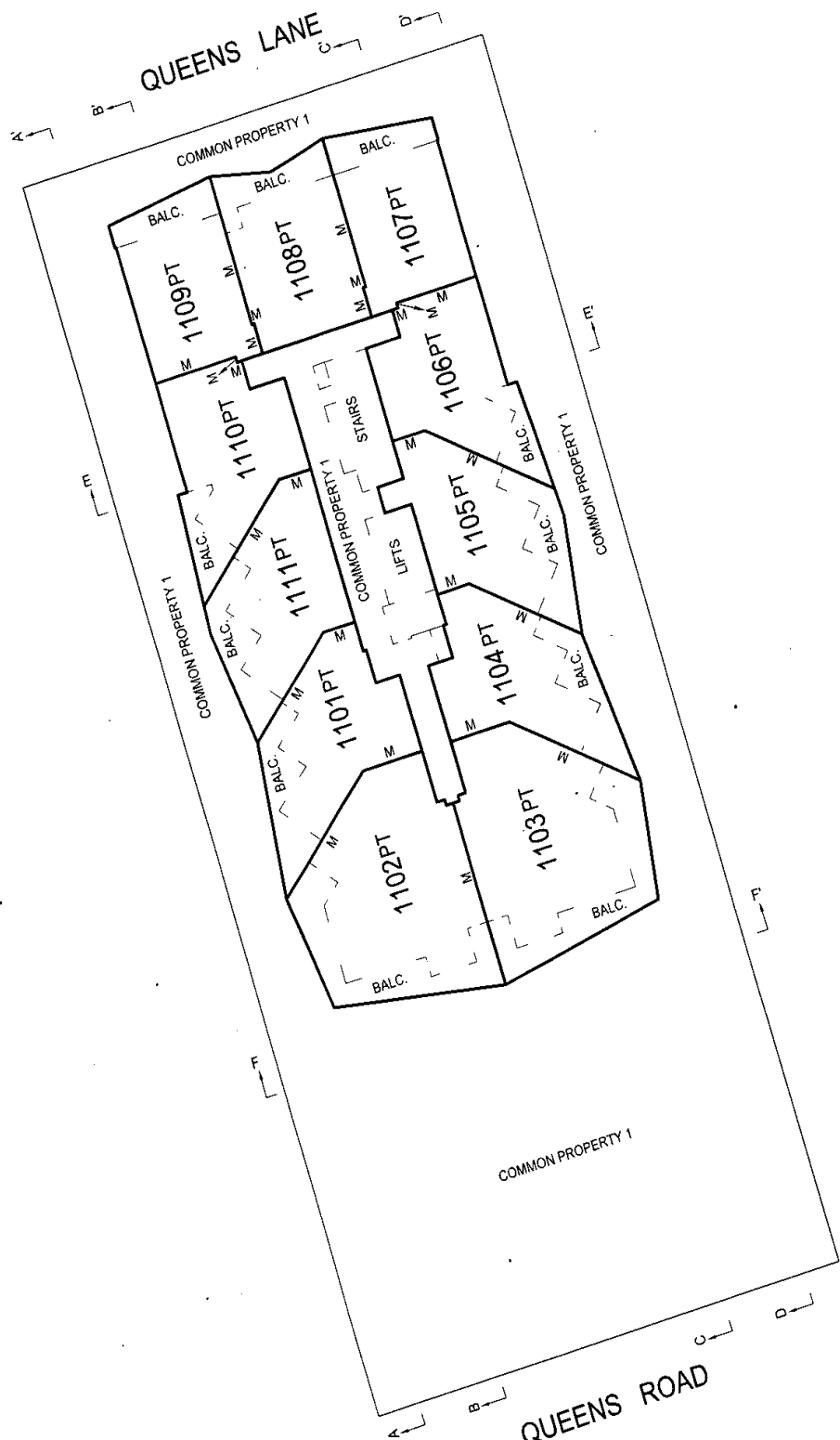


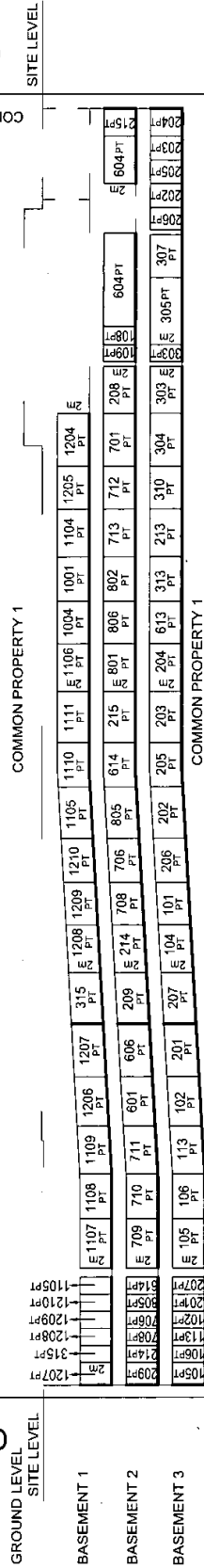
Diagram 15  
Level 11

<p>Scale: 1:250 Lengths are in metres</p>		<p>Scale: 2.5 0 2.5 5 7.5 10</p>		<p>ORIGINAL SHEET SIZE: A3</p>	<p>Ref: 20340-S Ver: 4</p>	<p>SHEET 27</p>
<p>Digitally signed by: Damian Leo Slattery (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (4), 27/06/2017, SPEAR Ref: S079338S</p>				<p>Digitally signed by: Port Phillip City Council, 30/06/2017, SPEAR Ref: S078338S</p>		
<p><b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8/270 Ferntree Gully Road, Nattaling Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorstds.com.au</p>						

PS737476N

QUEENS LANE  
TITLE BOUNDARY

QUEENS ROAD  
TITLE BOUNDARY



**TAYLORS**  
Urban Development | Built Environments | Infrastructure  
8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: [taylorsets.com.au](http://taylorsets.com.au)

Scale: 1:1000  
Lengths are in metres

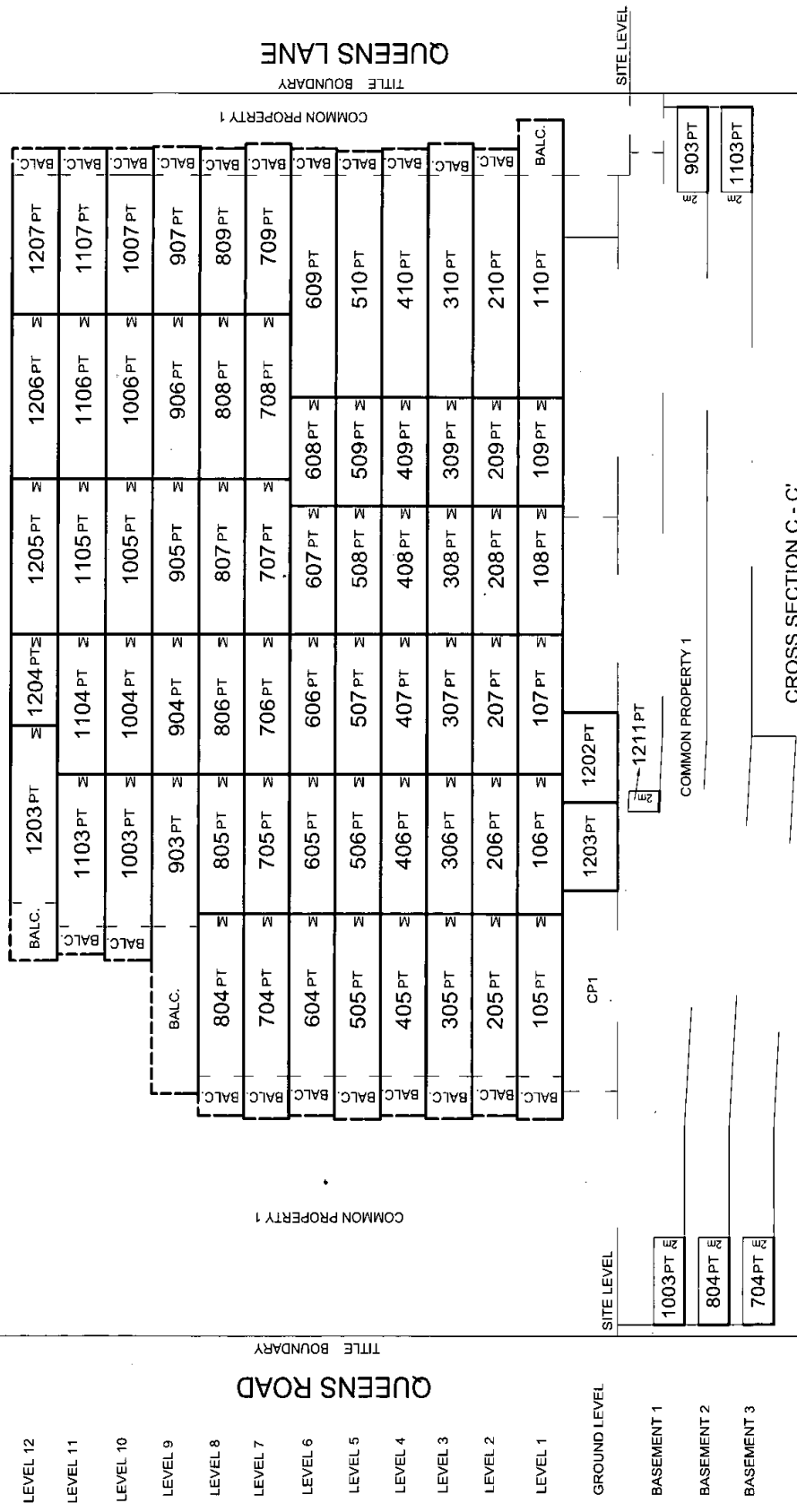
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Surveyor's Plan, Version (4),  
27/06/2017, SPEAR Ref: S0793338S

ORIGINAL SHEET SIZE: A3  
Ref. 20340-S Ver. 4  
SHEET 29

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COMMON PROPERTY 1



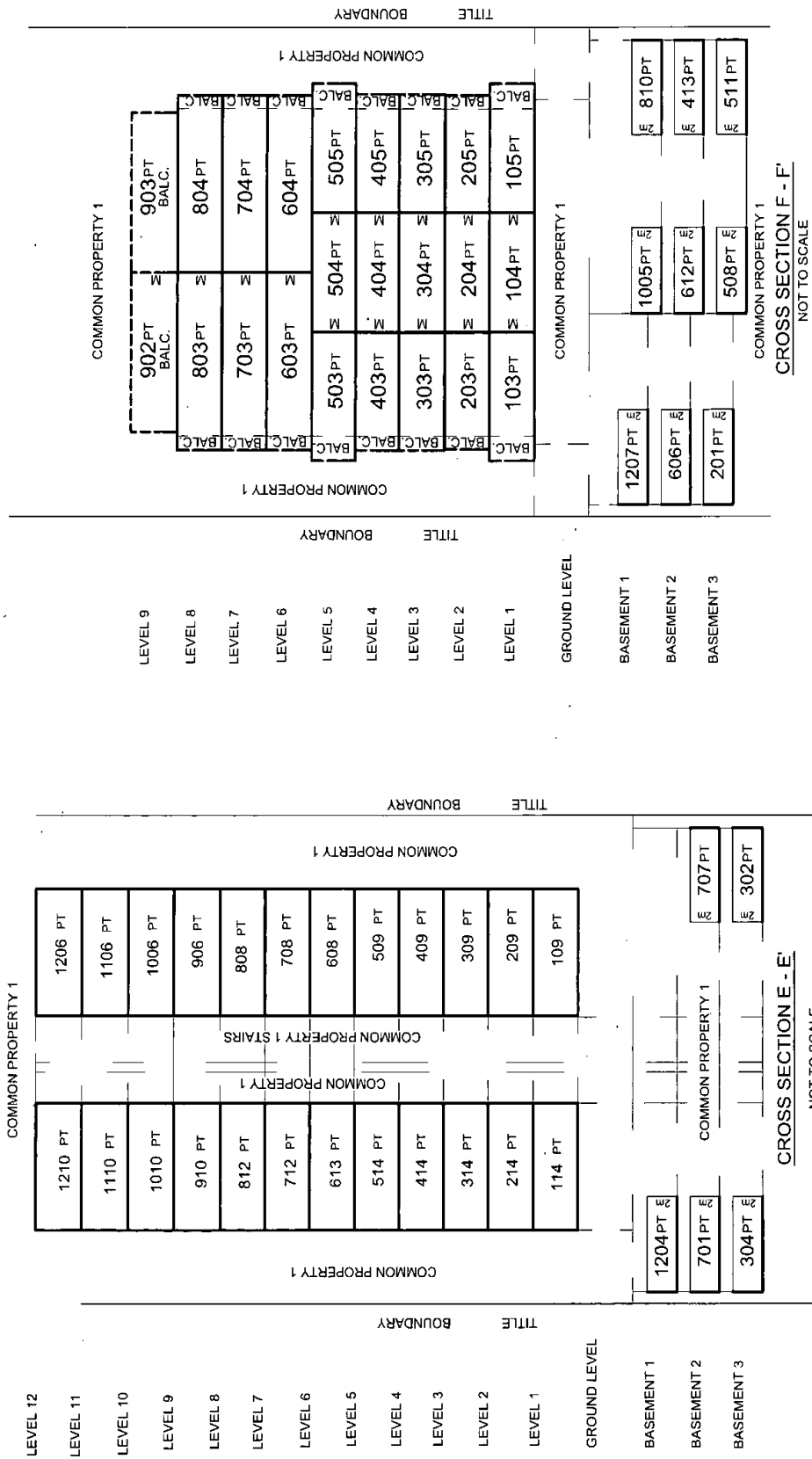
CROSS SECTION C - C  
NOT TO SCALE

**TAYLORS**  
 Urban Development | Built Environments | Infrastructure  
 8/270 Fernilee Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE: 0 1 2 METRES  
 Digitally signed by: Damian Leo Slaterry (Taylors Development Strategists Pty Ltd),  
 Surveyor's Plan Version (4),  
 27/06/2017, SPEAR Ref: S0793385

ORIGINAL SHEET SIZE: A3  
 Ref: 20340-S Ver. 4  
 SHEET 31  
 Digitally signed by: Port Phillip City Council,  
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 SPEAR Ref: S0793385

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CROSS SECTION F-F  
NOT TO SCALE

CROSS SECTION E-E  
NOT TO SCALE

<p><b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8/270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: <a href="http://taylorstds.com.au">taylorstds.com.au</a></p>	SCALE 0 METRES 0 METRES 0 METRES	ORIGINAL SHEET SIZE: A3 Ver. 4	SHEET 33
	Digitally signed by: Damian Leo Slatery (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (4), 27/06/2017, SPEAR Ref: S079338S		

OWNERS CORPORATION SCHEDULE									PS737476N		
Owners Corporation No. 1				Plan No. PS737476N							
Land Affected by Owners Corporation:				Lots: Lots 101 to 115, 201 to 215, 301 to 315, 401 to 415, 501 to 515, 601 to 614, 701 to 713, 801 to 813, 901 to 911, 1001 to 1011, 1101 to 1111 and 1201 to 1211							
Limitations of Owners Corporation:				Unlimited							
Notations											
									Totals		
										Entitlement	Liability
									This schedule	107629	10826
									Previous stages	0	0
									Overall Total	107629	10826
Lot Entitlement and Lot Liability											
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
101	540	67	405	820	85	711	600	60	1202	1625	119
102	560	73	406	650	73	712	710	69	1203	1595	119
103	740	85	407	627	67	713	700	67	1204	450	43
104	640	66	408	472	54	801	710	67	1205	740	68
105	780	85	409	473	54	802	730	73	1206	740	68
106	550	73	410	530	58	803	1340	111	1207	660	60
107	530	67	411	440	53	804	1310	111	1208	700	65
108	395	54	412	440	53	805	715	73	1209	660	60
109	395	54	413	530	58	806	695	67	1210	755	69
110	500	58	414	477	56	807	700	68	1211	750	67
111	440	57	415	477	56	808	700	68			
112	440	57	501	670	67	809	620	60			
113	500	58	502	695	73	810	660	55			
114	400	56	503	655	85	811	610	60			
115	400	56	504	660	66	812	720	69			
201	545	67	505	835	85	813	710	67			
202	565	73	506	680	73	901	720	67			
203	760	85	507	655	67	902	1460	102			
204	645	66	508	475	54	903	1430	102			
205	800	85	509	475	54	904	705	67			
206	555	73	510	570	58	905	710	68			
207	535	67	511	445	53	906	710	68			
208	400	54	512	445	53	907	630	60			
209	400	54	513	580	58	908	670	65			
210	505	58	514	490	56	909	630	60			
211	430	53	515	490	56	910	725	69			
212	430	53	601	675	67	911	720	67			
213	505	58	602	700	73	1001	730	67			
214	405	56	603	1310	111	1002	1390	102			
215	405	56	604	1280	111	1003	1360	102			
301	550	67	605	685	73	1004	715	67			
302	570	73	606	660	67	1005	720	68			
303	770	85	607	480	54	1006	720	68			
304	650	66	608	480	54	1007	640	60			
305	810	85	609	575	58	1008	680	65			
306	560	73	610	455	53	1009	640	60			
307	540	67	611	455	53	1010	735	69			
308	405	54	612	585	58	1011	730	67			
309	405	54	613	495	56	1101	740	67			
310	510	58	614	495	56	1102	1460	102			
311	435	53	701	700	67	1103	1430	102			
312	435	53	702	720	73	1104	725	67			
313	510	58	703	1320	111	1105	730	68			
314	410	56	704	1290	111	1106	730	68			
315	410	56	705	705	73	1107	650	60			
401	638	67	706	685	67	1108	690	65			
402	661	73	707	690	68	1109	650	60			
403	839	85	708	695	68	1110	745	69			
404	655	66	709	610	60	1111	740	67			
			710	650	65	1201	455	43			
Taylors Development Strategists Pty Ltd 8/270 Ferntree Gully Road Notting Hill VIC 3168									SHEET 1		
Digitally signed by: Damian Leo Slattery (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (4), 27/06/2017, SPEAR Ref: S079338S									ORIGINAL SHEET SIZE: A3		
Digitally signed by: Port Phillip City Council, 30/06/2017, SPEAR Ref: S079338S											