

OC 1 and OC 2 - PS 634049H '33M' –Draft Owners Corporation rules

The following rules will apply to all two Owners Corporations however where rules are stated as specific to a limited Owners Corporation then those rules will take precedence over any (general) additional rule

Model rules

Schedule 2 Regulation 8 *Owners Corporation Regulations 2007*

1. Health Safety and Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and Materials.

(1) Except with the approval in writing of the Owners Corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This rule does not apply to -

(a) Chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) Any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

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

2. Management and Administration

2.1 Metering of services and apportionment of costs of services

(1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods and services.

(2) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

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

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

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

3. Use of common property

3.1 Use of common property

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

(2) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property

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

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

- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub-rule (4) must remove that animal.
- (6) Sub-rules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle –

- (a) To be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) On the common property so as to obstruct a driveway, entrance or exit to a lot; or
- (c) In any place other than a parking area situated on common property specified for purpose by the Owners Corporation.

3.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the Owners Corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the Owners Corporation.
- (3) An approval under sub-rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.
- (4) An owner or person authorized by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in sub-rule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

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

Example

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

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Sub-rule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute Resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the Owners Corporation.
- (2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.
- (3) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

- (4) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 10 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under any further action under Part 10 of The Owners Corporations Act 2006.

Additional rules

Schedule 1 Section 138 *Owners Corporations Regulations 2007*

INTERPRETATION:

“Act” means Subdivision Act 1988 (Vic).

“Building” means all and any buildings, structures or improvements comprised in the Development.

“Common Property” means any common property described on the Plan of Subdivision and includes all equipment and facilities in, on, under or above such common property.

“Developer” means CES McKenzie Pty Ltd (ACN 133 951 032) and any of the Developer’s Mortgagee.

“Developer’s Mortgagee” means any person or corporation who has taken from the Developer a mortgage or charge over any lot and each of the successor’s in title to those persons or corporations.

“Development” means all the land and improvements comprised in the Plan of Subdivision and known as ‘33M’ 27 – 39 Mackenzie Street, Melbourne.

“Development Agreement” means any agreement between the Developer and Owners Corporation in relation to the Development, including any ancillary agreements between the Developer and Owners Corporation such as development leases or other licences.

“Lot” means a Lot on the Plan of Subdivision.

“Manager” means the Company for the time being appointed by the Owners Corporation as its Manager and a reference in these rules to the Owners Corporation shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.

“Occupier” means any person occupying or in possession of a Lot and can include a Member.

“Plan of Subdivision” means Plan of Subdivision No 634049H.

“Proprietor” means the registered owner of a Lot on the Plan of Subdivision.

“Regulations” means the Owners Corporations Regulations 2007 (Vic.).

“Residents Lounge” means the enclosed lounge area, inclusive of kitchen, toilets and adjoining balcony area situated on level 30.

“Residents Terrace” means the open air landscaped area situated on level 30.

“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.

“Sky Gymnasium” means the enclosed gymnasium and adjoining outdoor terrace situated on level 31.

“Sun Terrace” means the open air landscaped area situated on level 27.

“Swimming Pool and Adjoining Landscaped Podium Area” means the open air lap pool, pool deck and landscaped podium area situated on level 4.

Unless the context otherwise requires:

- (i) Headings are for convenience only;
- (ii) Words imparting the singular include the plural and vice versa;
- (iii) An expression imparting a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority;
- (iv) References to any gender include the others, and
- (v) A reference to a thing includes part of that thing.

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.

1. Support and provision of services

- 1.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
- (a) Any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
 - (b) The structural and functional integrity of any part of the common property is impaired; or
 - (c) The passage or provision of services through the lot or the common property is interfered with.
- 1.2 A proprietor or occupier of a lot must acknowledge that the Owners Corporation may share amongst the members of the Owners Corporation the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that Owners Corporation or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

2. Behaviour by proprietors and occupiers

- 2.1 A proprietor or occupier of a lot must not:
- (a) Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
 - (b) Use or permit the lot to be used for any purpose which may be illegal or damaging to the reputation of 33M or may cause a nuisance or hazard to any other member or Occupier of any lot or the invitees of any such Member or Occupier; or
 - (c) Obstruct the lawful use of common property by any person; or
 - (d) Without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours of 3pm and 9am on weekdays or on weekends at all, or
 - (e) Smoke in the stairwells, lifts, foyers and carpark forming part of the common property or such other parts of the common property as the Owners Corporation or its Manager may designate from time to time, or
 - (f) Use or permit to be used in or on the common property, skateboards, rollers skates or roller blades, or
 - (g) Do or allow to be done anything on the common property which causes a nuisance to, or interferes with, the use or quiet enjoyment of the common property by a Member or any Occupier of a Member's lot; or

- (h) Conduct a business out of or use any lot for the conduct of a business inclusive that of a serviced apartment, or
 - (i) Install fly screens without prior written approval from the Owners Corporation, of which should approval be given, will be at the Owners Corporation discretion, or
 - (j) Permit disposal of cigarette butts or cigarette ash over balconies.
- 2.2 A proprietor or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

3. Cleaning of a lot

A proprietor or occupier of a lot must:

- 3.1 Keep that lot clean and in good repair.
- 3.2 Keep all balconies clean, tidy and well maintained.
- 3.3 Ensure their car parking space(s) are free of oil etc. The Owners Corporation reserves its right to clean any area and charge the owner for the cost incurred.
- 3.4 After being given reasonable notice, provide reasonable access to balconies/terraces in order for the Owners Corporation to carry out repairs to the building's façade.
- 3.5 Ensure that the balustrade which forms part of the boundary of the lot must be kept clean at all times. Failure to clean the balustrade on a regular basis will cause the Owners Corporation to clean the balustrade at a cost to the lot owner

4. Damage to common property

A proprietor or occupier of a lot:

- 4.1 Shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing from the Owners Corporation.
- 4.2 Must not break the fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation's insurance policy.

5. Moving of certain articles

A proprietor or occupier of a lot:

- 5.1 Must not less than five working days prior to the intended date for moving into or moving out of their lot, contact the Manager to arrange and register a suitable date and time to facilitate that move. Only those Members or Occupiers that have prior authorization from the Manager will be permitted to move in or out of a Lot.
- 5.2 Must ensure all moves in and out of the building are between the hours of 8:00 am and 4:30 pm Monday to Friday, with no moves permitted to be made on weekends. All Members must complete an indemnity form prior to and after the move. Any moves requested out of these hours will be at the absolute discretion of the Owners Corporation and/or Manager.
- 5.3 Must not move any article likely to cause damage or obstruction through common property without first notifying the Owners Corporation or its Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present.
- 5.4 May only move an article likely to cause damage or obstruction through common property in accordance with directions of the Owners Corporation, the Manager or the Manager's representative.
- 5.5 Must not use the front entrance to move any items into or out of the building, including deliveries. The loading bay is to be used at all times in conjunction with lift number 3, or any other area as specified by the Manger or Owners Corporation.

- 5.6 Must not permit anything which might cause structural damage to 33M including, without limitation, bringing any heavy article onto 33M without the consent of the Owners Corporation.
- 5.7 Must ensure all boxes, cartons and containers used in the move in or move out must be removed and taken away by the relevant Member or Occupier moving in or out, and not left anywhere in or about the building, including the garbage area facilities of the building.
- 5.8 Must comply with all rules and directions made by the Manager or Owners Corporation from time to time, regarding moving in or moving out of a lot.

6. Interference with common property and storage areas

A proprietor or occupier of a lot must not:

- 6.1 Except where written consent of the Owners Corporation has been obtained, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 6.2 Without the written authority of the Owners Corporation or its Manager, interfere with the operation of any equipment installed on the common property.
- 6.3 Modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.
- 6.4 Install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the Owners Corporation.
- 6.5 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.

7. Security of common property

A proprietor or occupier of a lot must not:

- 7.1 Do anything which may prejudice the security or safety of the common property.
- 7.2 Allow persons to follow them through the security doors to the property.

8. Notification of defects

- 8.1 A proprietor or occupier of a lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

9. Compensation to owners corporation

- 9.1 The proprietor or occupier of a lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that proprietor or occupier or their respective tenants, licensees or invitees.

10. Restricted use of common property

- 10.1 The Owners Corporation may take measures to ensure the security and to preserve the safety of, the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:
- (a) Close-off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property.
 - (b) Permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
 - (c) Restrict by means of key or other security device the access of proprietors or occupiers; and
 - (d) Restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.
 - (e) Cancel any security card issued where a proprietor is in arrears in payment of Owners Corporation levies in excess of 2 quarters.
 - (f) Make rules and regulations to ensure the security of 33M from intruders.

11. Security keys, cards, swipes or similar

- 11.1 If the Owners Corporation restricts the access of the proprietors and occupiers under rule 10, the Owners Corporation may make the number of security keys as it determines available to proprietors free of charge. The Owners Corporation may charge a reasonable fee for any additional security key required by a proprietor.
- 11.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the proprietor or the Owners Corporation.
- 11.3 A proprietor or occupier of a lot in possession of a security key must not without the Owners Corporation's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the Owners Corporation.
- 11.4 A proprietor or occupier of a lot must promptly notify the Owners Corporation if a security key issued to him or her is lost or destroyed.

12. Garbage

- 12.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 12.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
- (a) Glass items must be completely drained, cleaned and deposited in an unbroken condition in the area designated for such items by the Owners Corporation;
 - (b) Recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
 - (c) All other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property.
 - (d) All cardboard boxes and packaging must be broken down and neatly packed in the garbage area on the ground floor or where designated by the Owners Corporation, Manager or Representative of the Manager.

13. Storage of flammable liquids

13.1 A proprietor or occupier of a lot must not:

- (a) Except with the written consent of the Owners Corporation, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- (b) Do or permit anything, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

14. Pets and animals

A proprietor or occupier of a lot must:

- 14.1 Not keep any animal upon a lot or the common property after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 14.2 Ensure that any animal belonging to them does not vomit, urinate or defecate on any common property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal, including without limitation, footprints.
- 14.3 Ensure that any animal or pet belonging to them is excluded from common property except for transportation purposes. All animals and pets must be on a short leash or held (if appropriate) whilst being transported through common property.

15. Consent of owners corporation

- 15.1 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 proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. Complaints and applications

- 16.1 Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

17. Owners corporation fees/recovery by owners corporation

- 17.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid quarterly in advance by each Member according to his or her lot liability or as otherwise directed by the Owners Corporation or the Manager.
- 17.2 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 levying of each special fee or charge.

- 17.3 Where the Owners Corporation expends money to make good damage caused by a breach of the Act or of these Rules by any Member or Occupier or their guests, servants, employees, agents, children, invitees or licensees, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Member or Occupier of the Lot as the time when the breach occurred. A person (which expression shall extend to corporations) shall pay on demand the whole of the Owners Corporation's costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the Owners Corporation pursuant to the Act or Regulations. Where levies and any other charges are owed to the Owners Corporation after the due date then the Owners Corporation will charge interest on the overdue amount (from the due date designated by the Manager) at a rate of interest that must not exceed the maximum rate of interest payable under the Penalties Interest Rates Act 1983 as per the Owners Corporations Act 2006 or any amendment or replacement of it.
- 17.4 The Owners Corporation will and is entitled to re-coup all legal costs and all special fees/charges levies and associated costs it incurs or expends in the recovery of any outstanding fees and any other costs incurred as a result of the breach of the Owners Corporation rules by a Member.

18. Vehicles on common property

A proprietor or occupier of a lot must not:

- 18.1 Park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation.
- 18.2 Park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the **Owners Corporation and the** Owners Corporation reserves the right to remove offending vehicles, trailer or motor cycles.
- 18.3 Permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the garage or other part of the common property.
- 18.4 Allow parking spaces to be purchased by or leased to non residents/non members.
- 18.5 Allow parking spaces to be used for anything other than for the parking of vehicles, trailers or similar.

19. Storage

19.1 A proprietor or occupier of a lot must not:

- (a) Permit any bicycle to be stored other than in the areas of the common property designated by the owners corporation or its Manager for such purpose and fitted with bicycle racks;
- (b) Permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time.

19.2 A proprietor of a lot can seek approval from the Owners Corporation to affix a bicycle rack to the wall that adjoins the car space owned by the proprietor. The type of rack and positioning is to be approved by the Owners Corporation.

19.3 A proprietor can seek approval to install a storage unit known as a 'Spacemate' or similar within the proprietor's car space lot. The 'Spacemate' will be required to be affixed to the wall which adjoins the car space and is to be painted the colour as stipulated by the Owners Corporation.

20. Insurance premiums

- 20.1 A proprietor or occupier of a lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

21. Fire control

A proprietor or occupier of a lot must:

- 21.1 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 escape.
- 21.2 Ensure compliance with fire laws in respect of the lot.

22. Signs, blinds and awnings

A proprietor or occupier of a lot:

- 22.1 Must not erect or fix any sign or notice to any part of the common property or lot where it can be seen from any exterior position, except as required by law.
- 22.2 Shall not hang curtains or drapes visible from outside the lot unless those curtains are of the approved specification or approved by the Owners Corporation
- 22.3 Must install or arrange the installation of coverings to the windows or any glassed area of the lot of a type and colour as approved by the Owners Corporation.
- 22.4 Must not install or permit the installation of any awnings other than as permitted by the Owners Corporation.
- 22.5 Must not allow the erection of any for sale or for lease boards on the common property or their lot.

23. Window tinting

- 23.1 A proprietor or occupier of a lot must not allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

24. Painting, finishing, etc

- 24.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or the external facade of their lot.

25. Clothes drying and appearance of a lot

A proprietor or occupier of a lot must not:

- 25.1 Hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the Common Property or on any part of the exterior of the Lot so as to be visible from outside the Lot;
- 25.2 Construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Owners Corporation. (The Owners Corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development, or if it interferes with the views or use and enjoyment of another Development Lot);
- 25.3 Allow any balcony, terrace or garden area which forms part of any Lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other Members and Occupiers occurs;

- 25.4 Install or permit to be installed bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation;
- 25.5 Attach to or hang from the exterior of the lot any aerial of any security device or wires;
- 25.6 Allow any glass walls or windows to be dirty or unclean which is visible from the outside of the lot;
- 25.7 Install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the building;
- 25.8 Allow any plants/flowers contained within a planter/flower box which forms part of any lot or otherwise attached to the balcony of a lot to become unkempt and must ensure at all times that the plants/flowers are maintained according to the specification as determined by the Owners Corporation and in the event that the said flowers/plants are not maintained accordingly that the occupier at the time will provide access after reasonable notice is provided to a representative of the Owners Corporation for the express purpose of reinstating the planter box to the said specification all costs of which will be charged to the account of the owner of the lot.

26. Air-conditioning and heating

A Member or Occupier of a lot must not install, maintain and operate an air-conditioning or heating unit to serve the lot which:

- 26.1 is of a type or brand which has not been approved by the Owners Corporation in writing prior to installation. All requests must be put in writing to the Owners Corporation and approval, if any will be subject to the terms and conditions set by the Owners Corporation, or
- 26.2 when operated, damages or affects the operation of the common property, or
- 26.3 is visible from outside a lot, or
- 26.4 emits noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of the common property or other lots.

27. Mail

- 27.1 Each Member and Occupier must keep their respective mail box regularly cleared to avoid excessive overflowing of mail, leaflets, circulars, pamphlets, newspapers, advertising material or other objects whatsoever at any one time, whether solicited or not, and must arrange for all such required clearance by other persons should a Member or Occupier be absent for any reason for any period of time to avoid such excessive overflowing. This requirement may be waived upon request made to the Owners Corporation in writing not less than seven days prior to the date or dates for which such waiver is required.

28. Cleaning of building

- 28.1. Each Member or Occupier must allow the Owners Corporation window and Building cleaners access to the balconies and terraces on a lot at all times required by the Owners Corporation window and building cleaners for the purpose of cleaning the façade of the building.
- 28.2. Members of lots where anchor points are located must provide access with or without notice should notice not be able to be given in an emergency.
- 28.3. Each Member or Occupier must regularly clean and keep clean the balconies and terraces of their lot and their windows and glass doors/areas.
- 28.4. Each Member or Occupier must regularly clean and keep clean any windows, external and internal face/facing on their lot.

29. Notification

- 29.1 Each Member must advise the Manager of an out of normal business hours contact address and telephone number for each occupant of the Member's lot or any part of it and must promptly advise the Manager of any change in such address or telephone number.

30. Swimming pool and adjoining landscaped podium area

- 30.1 A Member or Occupier of a lot is only permitted to use the pool and adjoining landscaped podium area between the hours of 7:30 am and 10:00 pm Sunday to Thursday and between the hours of 7:30 am and 11:00 pm on Fridays and Saturdays, or as otherwise directed by the Owners Corporation or Manager.
- 30.2 A Member, Occupier or guest of a lot must be in appropriate attire at all times whilst in the pool and adjoining landscaped podium area, nude bathing is not permitted.
- 30.3 Children may use the swimming pool and adjoining podium area only if supervised by an adult at all times.
- 30.4 The pool and adjoining landscaped podium area is for use by a Member or Occupier of a lot and their guests. Only two guests per lot are permitted in the pool and adjoining podium area at any one time. Guests must be accompanied by the resident at all times.
- 30.5 All users of the pool and adjoining podium area must do so at their own risk.
- 30.6 All users of the pool must shower before entering the pool.
- 30.7 All users of the pool must dry off before leaving the pool area.
- 30.8 Running, ball playing, noisy, diving or any other hazardous activities are not permitted in the pool area.
- 30.9 Footwear must be worn to and from the pool area.
- 30.10 The following items are not permitted in the pool and adjoining podium area:
- Smoking,
 - Food,
 - Alcohol,
 - Glass objects,
 - Sharp object,
 - Pets, or
 - Private barbeques.
- 30.11 The Owners Corporation may make additional or separate rules relating to the use of the swimming pool and adjoining landscaped podium area provided they are not inconsistent with these rules. If breached, rules relating to the swimming pool and adjoining landscaped podium area will constitute a breach of these rules.

31. Sky gymnasium

- 31.1 The sky gymnasium area is for use by Members or Occupiers only.
- 31.2 All users of the sky gymnasium area do so at their own risk.
- 31.3 Before using the gymnasium, all users must receive induction training by gymnasium professionals. Use of the gymnasium without receiving such induction training is not authorised by the Owners Corporation.
- 31.4 Children are only permitted to use the sky gymnasium area whilst under direct adult supervision.

- 31.5 The following are not permitted in the sky gymnasium area:
- a. Glass objects,
 - b. Drinking glasses,
 - c. Sharp objects,
 - d. Alcohol,
 - e. Food,
 - f. Smoking,
 - g. Private barbeques,
 - h. Amplified music or
 - i. Pets.
- 31.6 All users of the gymnasium must carry a towel at all times and wipe down equipment after use.
- 31.7 All users of the gymnasium must at all times wear suitable footwear to and from the gymnasium and whilst in the gymnasium.
- 31.8 The gymnasium is open to all Members or Occupiers 24 hours a day, seven days a week, or as otherwise directed by the Manager or Owners Corporation.
- 31.9 All users of the gymnasium toilets must ensure that the toilets are left in a clean and tidy state at all times.
- 31.10 The Owners Corporation may make additional or separate rules relating to the use of the sky gymnasium provided they are not inconsistent with these rules. If breached, rules relating to the sky gymnasium will constitute a breach of these rules.

32. Sun terrace

- 32.1 A Member or Occupier of a lot is only permitted to use the sun terrace between the hours of 7:30 am and 10:00 pm Sunday to Thursday and between the hours of 7:30 am and 11:00 pm on Fridays and Saturdays or as otherwise directed by the Owners Corporation or Manager.
- 32.2 A Member, Occupier or guest of a lot must be in appropriate attire at all times whilst in the sun terrace.
- 32.3 Children are only permitted in the sun terrace whilst under direct adult supervision.
- 32.4 The sun terrace is for use by a Member or Occupier of a lot and their guests. Only two guests per lot are permitted in the sun terrace at any one time, or as otherwise approved in writing by the Manager or Owners Corporation. Guest must be accompanied by a Member or Occupier at all times.
- 32.5 All users of the sun terrace must do so at their own risk.
- 32.6 The following items are not permitted in the sun terrace unless prior written approval is given:
- a. Smoking,
 - b. Pets,
 - c. Amplified music,
 - d. Drinking glasses, or
 - e. Sharp objects.
- 32.7 Private gas barbeques (only) are permitted in the sun terrace, subject to the area being left clean, with all rubbish being removed by the Member or Occupier. The Owners Corporation may revoke this rule at their discretion.
- 32.8 The Owners Corporation may make additional or separate rules relating to the use of the sun terrace provided they are not inconsistent with these rules. If breached, rules relating to the sun terrace will constitute a breach of these rules.

33. Residents terrace

- 33.1 A Member or Occupier of a lot is only permitted to use the residents terrace between the hours of 7:30 am and 10:00 pm Sunday to Thursday and between the hours of 7:30 am and 11:00 pm on Fridays and Saturdays or as otherwise directed by the Owners Corporation or Manager.
- 33.2 The residents terrace is for use by a Member or Occupier of a lot and their guests. Only two guests per lot are permitted in the residents terrace at any one time, or as otherwise approved in writing by the Manager or Owners Corporation. Guests must be accompanied by a Member or Occupier at all times.
- 33.3 A Member, Occupier or guest of a lot must be in appropriate attire at all times whilst in the residents terrace.
- 33.4 Children are only permitted in the residents terrace whilst under direct adult supervision.
- 33.5 All users of the residents terrace must do so at their own risk.
- 33.6 The following items are not permitted in the residents terrace unless prior written approval is given:
- a. Smoking,
 - b. Alcohol,
 - c. Glass objects,
 - d. Pets,
 - e. Amplified music,
 - f. Drinking glasses, or
 - g. Sharp objects.
- 33.7 Private barbeques are not permitted in the residents terrace.
- 33.8 The Owners Corporation may make additional or separate rules relating to the use of the residents terrace provided they are not inconsistent with these rules. If breached, rules relating to the residents terrace will constitute a breach of these rules.

34. Residents lounge

- 34.1 A Member or Occupier of a lot is only permitted to use the residents lounge between the hours of 7:30 am and 10:00 pm Sunday to Thursday and between the hours of 7:30 am and 11:00 pm on Fridays and Saturdays or as otherwise directed by the Owners Corporation or Manager.
- 34.2 The residents lounge can be booked for private functions, of which a request must be made in writing to the Owners Corporation. Prior written approval is required from the Owners Corporation prior to the commencement of any private function.
- 34.3 A Member or Occupier who books the residents lounge for a private function must ensure that at the end of the function, the area left is cleaned with all rubbish removed from the area.
- 34.4 Prior to the commencement of any approved private function, a bond must be paid to the Owners Corporation which will be used to make good any damage or cleaning required by the Owners Corporation.
- 34.5 The residents lounge cannot be used by any other Member or Occupier during the period of an approved booking.
- 34.6 A Member, Occupier or guest of a lot must be in appropriate attire at all times whilst in the residents lounge.
- 34.7 Children are only permitted in the residents lounge whilst under direct adult supervision.
- 34.8 Guest of the garden lounge must be accompanied by a Member or Occupier at all times.
- 34.9 All users of the residents lounge must do so at their own risk.

- 34.10 The following items are not permitted in the garden lounge unless prior written approval is given:
- a. Smoking,
 - b. Pets,
 - c. Amplified music,
 - d. Glass objects,
 - e. Sharp objects.
- 34.11 Private barbeques are not permitted in the residents lounge.
- 34.12 The Owners Corporation may make additional or separate rules relating to the use of the residents lounge provided they are not inconsistent with these rules. If breached, rules relating to the residents lounge will constitute a breach of these rules.

35. Compliance with rules by invitees

- 35.1 A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.
- 35.1 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- 35.2 Any contractor/tradesman may only use the basement lift lobby or other area specifically designated by the Owners Corporation for entry and exit. A proprietor of a lot covenants that in the event the lot is tenanted all standard, additional and house rules are provided to the Tenant at the time of leasing the lot and at any other time when the rules are amended.

36. Compliance with laws

A proprietor or occupier of a lot must:

- 36.1 At the proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 36.2 Not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.
- 36.3 A Member must comply with all directions and rules of use set by the Manager or the Owners Corporation from time to time and use best endeavours to ensure that any Occupier of that Member's lot, complies with all such directions and rules of use. A breach of any directions or rules of use will constitute a breach of these rules.
- 36.4 A Member uses the common property at their own risk.
- 36.5 The Member must pay, within seven days of notice from the Owners Corporation, the costs incurred by the Owners Corporation in relation to:
- a. Remedying any breach of these rules, and
 - b. Any damage caused by any breach of these rules, by the Member or an Occupier of the Member's lot, licensee, invitee or contractor of the Member.

37. Building works

- 37.1 A Proprietor of a lot must not undertake any building works within or about or relating to a lot which affect the external appearance of the Building or any of the common property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building and the quiet enjoyment of other lots (for example: installing timber floors with inadequate acoustic treatment that does not meet the appropriate Australian Standard) (Relevant Work) except in accordance with the following requirements:
- a. Relevant Work may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
 - b. The Proprietor of a lot must at all times ensure that Relevant Work is undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors.
- 37.2 The Proprietor of a lot must not proceed with any Relevant Work until the Proprietor:
- a. Submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor in respect of the Relevant Work;
 - b. Supplies to the Owners Corporation such further particulars of the proposed Relevant Work as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - c. Receives written approval for the Relevant Work from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation to consider such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid; and
 - d. Pays such reasonable costs to the Owners Corporation.
- 37.3 The Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the common property, on-site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.
- 37.4 Without limiting the generality of rule 28.3 the Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- a. Building materials must not be stacked or stored in the front side or rear of the Building;
 - b. Scaffolding must not be erected on the common property or the exterior of the Building;
 - c. Construction work must comply with all laws of the relevant Government Agencies;
 - d. The exterior and the common property of the Building must at all times be maintained in a clean tidy and safe state; and
 - e. Construction vehicles and construction workers' vehicles must not be brought into, or parked in, the common property.
- 37.5 Before any of the Proprietor's works commence the Proprietor must:
- a. Cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
 - c. Deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

- 37.6 Access shall not be available to other lots on the Plan or the common property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant lot or of the Owners Corporation in the case of the common property.
- 37.7 The Proprietor of a lot shall immediately make good all damage to, and dirtying of, the Building, the common property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the Proprietor fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Proprietor fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Proprietor shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

38. Conduct of meeting

- 38.1 The conduct of meetings of the Owners Corporation shall otherwise be regulated in accordance with the Owners Corporations Act 2006.

39. Special rules for the developer

Special Rights for the Developer

- 39.1 Notwithstanding anything to the contrary contained in the Rules, for so long as the Developer is a Member, an Occupier or is engaged in any action required or desirable for the furtherance of the Development, or any mortgagee or chargee of the Developer has an interest in any part of any Lot, the Rules shall not apply to or be enforceable against the Developer or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works or actions of any nature or description that the Developer their servant, agents and contractors their mortgagee or chargee, may be engaged in or which may need to be carried out in order to complete the Development.
- 39.2 Without limiting Rule 39.1, nothing in these Rules will prevent or hinder the Developer (including the successors, assigns, mortgagee or chargee, to the extent they are still engaged in the Development) from completing construction of improvements being the lots and common property and nothing in these Rules will prevent or hinder the Developer from selling any lot and without limitation the Developer may:
- a. Erect any barriers, fences, hoardings, signs as the Development deems necessary to facilitate any works to be carried out in relation to the Development;
 - b. Use any lot as a display lot to assist in the marketing and sale of other lots;
 - c. Place anywhere for any duration on the common property signs and other materials relating to sale of lots;
 - d. Conduct in a lot or anywhere on the common property an auction sale of a lot;
 - e. Use in any way it considers necessary any part of the common property for the purposes of selling lots;
 - f. Use in any way it considers necessary, or take exclusive and sole possession of any part of the common property to facilitate completion of construction works in relation to the Development;
 - g. Exclude all and any proprietors or occupiers or their agents or invitees from any parts of Common Property as may be necessary in order to do any works in relation to the Development;
 - h. Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer deems fit;
 - i. Limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and

- j. Use whatever is required to the Development as necessary to carry out any works and to block for whatever period as is necessary access to the Development in order to carry out any works,

provided that the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, will use its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

Members Consent

- 39.3 Every Member hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Member.

Owners Corporation's obligations

- 39.4 The Owners Corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the lots and common property by the Developer and sale by the Developer of lots and without limitation the Owners Corporation must for those purposes sign all necessary consents, authorities, permits or such other documents as may be required by the Developer or its mortgagee or chargee and must close off from access by members and occupiers parts of the common property when it is necessary to do so.
- 39.5 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 or contravene any right or reprieve afforded to the Developer under this Rule.
- 39.6 In case of any inconsistency between the Rules and the rights of the Developer under any Development Agreement, the Developer's rights under the Development Agreement shall prevail and the Members, Occupiers and Owners Corporation must not seek to enforce the Rules against the Developer where to do so would conflict with the Developer's rights under any such Development Agreement.
- 39.7 A Member or Occupier must comply with the terms of any Development Agreement between the Developer and the Owners Corporation that is disclosed to the Member or Occupier.

Developer's Duties

- 39.8 In exercising its rights under this Rule, 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 Developer must only exercise its rights to the extent necessary for the genuine Development. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

40. Retail lot

Any Proprietor or occupier of any lot used as a restaurant, café or for other commercial purposes must:

CLEANING OF A LOT

- 40.1 Keep that lot clean and in good repair including the internal and external surfaces of all windows, doors, walls and partitioning.

INTERFERENCE WITH COMMON PROPERTY

- 40.2 Obtain the consent of the Owners Corporation before the Proprietor or an Occupier may use any part of the Common Property for:
- Any business or commercial purposes; or
 - Display or advertising
- 40.3 Spruik or allow spruiking on or near the Lot unless the Proprietor or Occupier has the prior written consent of the Owners Corporation.

SIGNAGE

- 40.4 Adhere to the signage guidelines as determined by the Developer's Architect including but not limited to:
- a. Location of signs, and
 - b. Size and design
- 40.5 Obtain the Owners Corporation's prior written consent before the proprietor or an occupier can display graphics relevant to their business operation. No unreasonable request will be refused.

INTENDED USE

- 40.6 Only use electrical, plumbing or other facilities (for example toilets, sinks, basins or drains) in the Lot and the Common Property for their proper purpose.

TRADING

- 40.7 Open the Lot for business during trading hours as set out in each individual lot's lease agreement provisions
- 40.8 Not open the Lot for business if any law prohibits this for the type of business.

MARKETING & SELLING

- 40.9 Comply with all applicable laws when carrying out any marketing or promotional activities relating to their Lot or the business conducted on their Lot; and
- a. Put anything on the outside or inside of the shop front of the Lot including 'for auction', 'for sale', 'for lease' or 'special' signage or any advertising material;
 - b. Use the directory installed at the entrance to the retail area as the means to direct customers to the relevant lot
 - c. Erect a sign stating an Occupier's name and business other than in a form stipulated by the Owners Corporation

GARBAGE

- 40.10 Dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
- a. Ensure that all garbage is placed in the receptacles provided in the retail garbage room, that the room is kept in a state that can be used by other commercial owners/occupiers and the rubbish is removed via the basement only.

OCCUPATIONAL, HEALTH AND SAFETY

- 40.11 Comply with all health, noise and other regulations in carrying on the business from the lot;
- 40.12 Properly filter all vapour to ensure all oil particles are removed prior to exhausting to the filtered air contains no residual burnt or cooked oil smell to the surrounding apartments or common areas
- 40.13 Ensure that no noise is made from music, or other sound or audio visual electronic equipment, use of machinery or other activity on the Proprietor's Lot which is capable of being heard outside of the Proprietor's Lot or at any time exceeds 8dB(k).
- 40.14 Ensure that music noise from their Lot to apartments in the plan of subdivision at all times complies with State Environment Protection Policy No. N-2 "Control of music noise from public premises".
- 40.15 If applicable:
- a. Keep all cooking equipment and associated ducting in a neat and clean condition and in good state of repair; and
 - b. Enter into and maintain a maintenance contract with a reputable contractor approved by the Owners Corporation for the purposes of cleaning such ducting on a regular basis. If applicable, each Proprietor must provide certification of such cleaning being conducted to the Owners Corporation annually.
- 40.16 Must at their cost, keep the Proprietor's lot free from pests, including without limitation cockroaches, spiders, ants, rodents and other vermin.

BUILDING WORKS

- 40.17 A proprietor of a lot may undertake reasonable alterations/works within the lot including
- a. Concrete cutting and removal of walls given that an engineer's report and all relevant permits (to support the alterations/works) are obtained and lodged with the Owners Corporation manager prior to commencement of the said alterations/works,
 - b. Fit out works within a commercial lot.

41. Enforcement of domestic building contracts**Definitions**

- 41.1 In this Rule:-

"Initial Owner" means has the same meaning as it has under the Owners Corporation Act 2006 and where the context requires includes its successors and assigns.

"Domestic Building Contract" means any domestic building contract within the meaning of the Domestic Building Contracts Act 1995 (Vic) entered into by the Initial Owner.

Enforcement of domestic building contract

- 41.2 This Rule applies when the Initial Owner (which may be the Developer) is required to take steps to enforce any Domestic Building Contract in relation to the Common Property.
- 41.3 If the Initial Owner takes steps contemplated by Rule 41.2, the Initial Owner may:
- a. Make a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the domestic building contract;
 - b. Exercise any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;
 - c. Settle any dispute under any Domestic Building Contract between the initial owner and the builder on terms acceptable to the Initial Owner; and
 - d. Take any other enforcement action the Initial Owner considers appropriate in the circumstances.
- 41.4 A Member must not require the Initial Owner to take any further steps other than those listed in Rule 41.3.
- 41.5 The Members must if required to do so by the Initial Owner pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability on the Plan.
- 41.6 Where the Initial Owner has elected to enforce any Domestic Building Contract, a Member or Occupier must not take any action to deny access to any part of the Common Property to any person, persons, or entity who may be required by the Developer to take remedial action, repair, rectify, alter or amend any component of the Common Property. Members and Occupiers must follow any safety instruction or procedure put in place to protect the safety of Occupiers, workers, pedestrians, or the Buildings or Development. A Member or Occupier, the Owners Corporation in general or any Member or the Owners Corporation must not take any action to prevent any Domestic Building Contract being enforced by the Developer.

42. Signage & other licences

- 42.1 The Owners Corporation may grant the Developer:
- A lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services and/or signage rights to the Development;
 - A licence to host festivals, parties or other celebratory or promotional events in the main lobby area or any other common property;
 - A licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
 - Allow the Developer'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,

Provided the Developer 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.

- 42.2 The Owners Corporation may grant the Developer, its successors and assigns a signage licence to erect signage for the purposes of advertising the retail lot.
- 42.3 A Member or Occupier of the Lot acknowledges Rules 42.1 and 42.2 and must not hinder or impede the Developer, its successors and assigns from exercising its rights under any agreement entered into under this Rule.
- 42.4 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 42.
- 42.5 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 42.

43. Application of owners corporation no. 1 and 2 rules and model rules

- 43.1 A Member must comply with the rules of Owners Corporation No. 1 and 2 on the Plan of Subdivision as though they were incorporated in these rules except that the definition of Common Property in these rules, will be read as though it were a reference to the Common Property as defined in these rules, unless the context does not allow.
- 43.2 If there is any conflict between these Rules and the rules prescribed for the Owners Corporation No. 1 and 2 on the Plan, those rules prevail.
- 43.3 To the extent of any inconsistency between these Rules and the rules set out in Schedule 2 of the Regulations, these Rules prevail.