

Swanston Square



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Apartment Operations and Maintenance Manual

SYMBOLS:



Refers you to additional information in the Owners pack / Operating Instructions



Provides tips on care and maintenance tasks to maintain your apartment

1.0 INTRODUCTION

Welcome to your new apartment at Swanston Square designed by ARM. Swanston Square apartments are a 31 storeys, 536 apartment complex. The apartments have been designed to maximise natural light whilst maintaining function and aesthetic appeal.

The purpose of this Operations and Maintenance Manual is to provide the apartment residents of Swanston Square with information on your new home to make the transition to living in the Swanston Square as smooth and as enjoyable as possible.

You will find useful information on your apartment features, sustainable living, local area contacts, care and maintenance instructions and building and strata management.

Living in a vertical community will be a new experience for some residents at Swanston Square.

Apartment living can mean increased contact with your neighbours in common areas such as lift lobbies and hallways. Simply due to the nature of high density apartment living you may be exposed to an increased level of sounds. Sounds coming from outside, from other apartments, or from building mechanisms such as lifts, neighbourhood noise or plumbing may take some time getting used to if you have not lived in an apartment before. Excessive noise within apartments or in common areas is not acceptable and there are by-laws that protect residents from such behaviour. You should contact your Strata Manager for guidance in the case of excessive noise.

First time vertical apartment residents are often not aware of certain aspects of apartment living that, in some instances, can be hazardous to themselves such as the heavy structural steel carpark roller doors typically found in commercial buildings; high winds which may be experienced at high levels within apartments and which have the potential to blow balcony furniture over the balustrade. Refer to separate sections of the O&M manual for specific details.

Your apartment is your responsibility. However if an issue arises which is not referred to in this manual and it is not able to be resolved, then the Building Manager may be able to assist. Please note that the Building Manager's responsibility is to manage the common property in the first instance.

Accordingly, you will need to have your own insurance policy, be it either a householders / landlord's or Tenants policy in order to cover your fittings and contents. You should ensure that this policy covers your legal liability within your apartment.

This manual describes the basic operation and important information relating to the appliances and systems within your new apartment.

In all cases with faults or other issues / queries related to your apartment contact the Building Manager first who will take the necessary steps and assist to rectify the situation.

IMPORTANT NOTE:

Strict adherence to the Operating and Maintenance requirements noted in this Manual and Operating Manuals attached to each appliance will ensure the useful and proper operating life of the relevant Appliance or System. Strict adherence will also ensure that the appliance Manufactures Warranty and period of warranty attached to the appliance or system will not be voided.

It should be noted that Probuild's (Builder) warranty does not cover the following:

- Any defects resulting from overloading, misuse, negligence, accident or other cause beyond the direct control of Probuild. Refer to the Probuild O&M manuals for details of allowable structural loadings etc.
- Any defects resulting from the installation of any accessories or options undertaken by others.

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- Any rectification, modification or other work required due to alterations performed by others.
- Any consequential damages or repair work necessitated due to continued usage after a defect has, or should have become apparent to the purchaser or user. I.e. protracted unreasonable water damage as a result of a water leak failing to be repaired in a timely manner.
- This warranty does not apply to deterioration or exposure or damage due to natural causes and is limited to correction against defects in materials or workmanship. i.e. carpet fading through excessive exposure to sunlight etc.
- This warranty does not apply to normal service and maintenance items. It is the responsibility and obligation of the purchaser to properly service and maintain the property. Light globes, filters etc. that are the subject to normal wear and tear type processes are not covered. To maintain warranty the purchaser must adhere to a reasonable maintenance – service schedule as described within the Operation and Maintenance Manuals and as per normal property management processes. This maintenance – service is at the purchasers' expense. Failure to adhere to this maintenance – service regimen may void the warranty.
- Warranty will not be considered applicable if Probuild is not notified of an existing or alleged defect during the warranty period.

2.0 BUILDING MANAGEMENT

2.1 OWNERS CORPORATION DETAILS

Bluestone OCM has been appointed as the Owners Corporation Manager for Swanston Square Apartments.

Key functions of the Owners Corporation include:

- To manage and administer the common property
- To repair and maintain the common property

Phone: (+61) 3 85352770 (General, 9am – 5pm Monday to Friday)

Phone: 1300 733 567 (Maintenance, 24/7 emergency maintenance)

Mailing Address: PO Box 8633, Armadale VIC 3143

Email: info@bluestoneocm.com.au

2.2 BUILDING MANAGER DETAILS

There is a full time Building Manager on site, with additional cleaning staff. There is also a Security firm servicing the building. The Owners Corporation Manager oversees these services.

The Security Guard can be contacted 24/7 on: 0417666566

Call-out charges may apply

The Building Manager can be contacted by:

Phone: 0419812006 (business hours) or Email: sq@buildingmgr.com.au

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2.3 EMERGENCY CONTACT DETAILS

Service	Company	Telephone
Fire, Police, Ambulance	Emergency Services	000
Owners Corporation Manager	Bluestone OCM	1300 733 567 (24 hours)
Passenger Lift	Otis	Press Emergency Call Button in Lift
Car Lift	Nordic	Press Emergency Call Button in Lift

Note: for emergencies and in specific situations which need immediate action and/ or may endanger people or property, please contact the Police/ Fire/ Ambulance immediately.

Note: Any costs associated with trivial matters, false or non-emergency callouts will be charged to you directly.

2.4 OWNERS CORPORATION RULES AND GUIDELINES

The purpose of the Guidelines is to assist in the effective management of the Building and administration of the Owners Corporation Rules, and they are determined by the Owners Corporation from time to time.

2.4.1 Moving in and out Policy

Please refer to the Owners Corporation Rules and Guidelines regarding moving in/ out. Residents must not move furniture or bulky items through the common property areas except in accordance with the rules. Residents must complete an induction to the building with the Building Manager. This is required to allow the use of the Common Property and Amenities.

In summary:

- Book a move-in time with the Building Manager, and arrange for required forms;
- Arrangements must be made for the removal of rubbish following the move-in; and
- The repair of any damage to the common areas from moving will be charged to the apartment owner/ occupier

2.4.2 Utilities connections

Occupiers are responsible for the connection of utilities to their apartments.

Water

Individual water meters are centrally located on each floor and monitor individual apartment water usage. Residents are responsible for their individual water consumption.

Accounts need to be opened in the Resident's name. Contact:

City West Water	Ph: 132 642
Interstate Customer Enquiries and Payments	(03) 9313 8422
International Customer Enquiries and Payments	(03) 9313 8422

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Hot water system

All hot water is supplied to your apartment via a centralised hot water system. Each apartment has a separate hot water meter. The gas consumption required for the generation of hot water will be billed direct to each individual apartment by Origin.

Upon settling your apartment, you are required to contact Origin Energy and setup an account for billing purposes.

Origin Energy: 13 24 61

Electricity

Each apartment is individually supplied and metered. Residents are responsible for their own consumption of electricity. Electricity usage for common areas is under the responsibility of the Owners' Corporation.

Occupiers must connect their own electricity. To do so please contact:

WINenergy: 1300 791 970

Gas

There is no gas provided in the Apartments. Apartment kitchens are serviced by electric cook tops and ovens.

Internet

The apartments are National Broadband (NBN) ready. To activate these services, you must contact your preferred provider. Once activated, you can plug your telephone directly into this point or your computer for broadband Internet access.

2.4.3 Forms to complete

There are a number of forms which are required to be completed by Owners/ Residents of the building. All are available from the Building Manager or the Owners Corporation manager.

In summary, these include the following (there may be others required also):

1. New Resident Registration form: to be completed and provided to the Owners Corporation manager (Included in Appendix 1). May be provided to the Building Manager upon induction
2. OC Member details form: Owners (not tenants) must complete and provide to the Owners Corporation manager as soon as reasonably possible after becoming the Owner
3. Resident induction form (complete at induction. Available from the Building Manager): to be completed in person with the Building Manager at the move-in and induction
4. Release from liability form (complete at induction only if they want to use the Sky Deck): to be completed in person at the move-in and induction by any resident wishing to use the Sky Deck
5. Sky Deck area booking form (available from the Building Manager): to be completed to use the Sky Deck area
6. Move-in Indemnity form (complete prior to move in): to be completed in person by the removalist and person moving in or out at the move-in and induction or move-out

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7. Complaint form: to report complaints around the use and/or maintenance of common areas. To be completed and provided to the Owners Corporation manager
8. Additional keys and security fobs forms : (available from the Building Manager) to be completed to order additional keys/ fobs

2.4.4 Window furnishings

All window furnishings in Swanston Square Apartments are to have a black or charcoal appearance to the exterior of the building, and be a roller-blind style.

The following companies are familiar with the requirements of the Owners Corporation:

- Vertilux –04 38 888 407
- Hunter Douglas Commercial – 1300 733 078
- Alessi Design Group – 9318 8732
- Helioscreen – 0438 332 873

2.5 WARING SYSTEMS AND INFORMATION

2.5.1 Cleaning and Maintenance

As the apartment owner, you are responsible for the cleaning and maintenance of your apartment, including (where applicable) your balcony, courtyard, terrace, gardens, garage, storage area.

The Apartment Operations Manual aims to provide a helpful guide on the cleaning and maintenance of your apartment, which can be carried out safely and easily.

In all instances you should refer to the product manufactures cleaning and maintenance guides that are included in your Operations and Maintenance pack.

Any activity that requires work to be carried out where there is a potential fall risk, the work must be carried out by a qualified tradesperson in accordance with all relevant legislation, codes and guidelines.

For your safety, and that of other residents;

- Consult the product manufacturer’s recommended cleaning and maintenance guide manual;
- Untrained or unlicensed persons should not attempt to service or alter electrical, communications, gas, water or plumbing fixtures or services. Licensed tradespeople must be used at all times to complete these works;
- Children should always be supervised particularly on balconies or external areas;
- Do not stand on a chair to clean, service or repair any item – use an approved work platform suitable for the task.
- Do not stand on a raised platform, chair or ladder of any height on balconies or adjacent to windows or stairs
- Do not lean out of windows or over balconies to clean, service or repair any item

2.5.2 Balcony and Terrace Furniture

High rise buildings from time to time are exposed to high wind gusts and updrafts. Strong wind gust have been known to move and uplift furniture and other items on balconies and terrace areas. This can create a potential risk to people and property from falling objects.

It is recommended that all outdoor furniture is secured to prevent movement from uplift by wind and also to exercise care to avoid leaving any item on a balcony which may be susceptible to wind. Residents are reminded of their Duty of Care to ensure the safety of other occupants and the general public. If mechanical fixings are intended to secure anything on balconies they must be properly installed by a qualified tradesman to ensure that waterproof membranes etc. are not compromised or damaged. Please consult with the Building Manager and Body Corporate and ensure written approval is issued before any such fixings are installed.

2.5.3 Smoking

It is your choice to smoke or allow smoking within your apartment. Please be mindful of other occupiers and ensure that ashtrays on balconies are windproof so that those below are not affected by litter. Smoking is prohibited in all public and common areas, the Sky Deck area (including outside), car parks, lobbies, etc.

2.5.4 Fire and Evacuation Procedures

YOU ARE ADVISED TO FAMILIARISE YOURSELF WITH EMERGENCY EXITS

Swanston Square ground floor egress will be direct to Swanston Street or the RMIT stair link.

The egress route for the upper levels (1 to 33) of the building will be via the fire isolated stairs to the basement and via the car park ramp to Bouverie Street.

If a fire occurs at basement level then egress will be at ground level. Signage within the stair will indicate the level of the ground floor and basement doors.

In the event of a fire within the building, an automatic alarm will come into operation. Additionally, a pre-recorded voice message will be played within the stair stating:

- For a fire on Ground level or any other floor – “This is a fire emergency. Evacuate via the basement level exit doors and Bouverie Street.”
- For a fire in the basement – “This is a fire emergency. Evacuate via the ground floor exits and Swanston Street”

Locations of Fire Hose Reels (FHR) and Fire Escape Plans for each floor are shown in Appendix E.

You are advised to familiarize yourself with the emergency exits and equipment

IN CASE OF FIRE – DO NOT USE THE LIFTS

2.5.5 Fire Alarm / Sprinkler System

A fire alarm can be activated by one of the following:

- Sprinkler head activation in public areas or carpark
- A lift lobby / corridor or public area smoke or thermal detector activation
- Apartment smoke or thermal detector activation
- Apartment sprinkler head activation.

2.5.6 Smoke Detectors

Make: Lifesaver Apartment Smoke Alarm

Model: LIF5000. 240V AC/9V DC

Your apartment has been installed with either 1 (1 bedroom apartments) or 2 (2 bedroom apartments) smoke detectors. Generally, they are located on the ceiling in the corridor directly outside bedrooms. They are connected to a 240V power supply via your apartment switchboard with a rechargeable battery back-up. If the smoke detector begins to beep intermittently, this indicates that the backup battery is discharged and requires replacing or that the battery has not been installed correctly. Replacement of the backup batteries is the responsibility of the occupier. We recommend battery power is checked bi-annually at the commencement and conclusion of daylight savings. Please refer to attached smoke detector data sheet for further information.

The smoke detectors in the apartments are not linked to the building fire panel. These are internal to your apartment only and if activated will not cause a general fire alarm. However you must remember that the detectors in the passageways on each level are linked, and accordingly at no time should you allow smoke from your apartment to enter the common passageway. Smoke detector activation in the passageways will set off an alarm which will automatically call the fire brigade. In the instance of a false alarm being activated by a resident you may be charged for the Fire Brigade call out. This can be a large cost. The smoke detectors should not be covered or tampered with.

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2.5.7 Thermal Detectors

Make: AMPAC

Model: XP95 Thermal Analogue Detector

There are thermal detectors located at the apartment entry. Thermal detectors are an analog addressable unit based with a heat sensing element detecting rapid rises in temperature. These detectors will initiate the fire alarm upon activation. The thermal detectors should not be covered or tampered with.

2.5.8 Hose Reels / Fire Extinguishers / Fire Hydrants / Fire Escape Doors

Fire Hose Reels are located in the lift lobby of non-residential levels. Wall-mounted Fire Extinguishers are located adjacent stair openings in both the refuse room in the lift lobby and the fire extinguisher cupboard in north hallway, in the Electrical Substation, Electrical switch room, Electrical switchboards, Café, Plant room & Lift motor room. Fire Hose Reels are clearly labelled and you should become familiar with their locations. Hose Reels should only be used in the case of an emergency; they are not for general use.

Fire Hydrants are located on every level within the fire isolated stair. These are for Fire Brigade use only and under no circumstances should be used by residents or their guests. Activation or use of any Fire Hydrants will activate the fire booster pumps and result in the fire brigade being called. In the instance of a false alarm being activated by a resident you would likely be charged for the Fire Brigade call out.

Fire Escape Doors are clearly marked and must not be held open or obstructed in anyway.

Smoke doors are located in the stairwell to lobby doors, on every floor. These doors are magnetically held open but will close (but not lock) when the fire alarm is activated.

The hose reels, fire extinguishers, fire hydrants and fire escape doors should not be covered or tampered with.

3.0 BUILDING FEATURES AND OPERATION

3.1 PEDESTRIAN ACCESS

Guests will gain access to the building via the intercom system located at the main entry door.

To call an apartment, the guest will need to type in the apartment number and then press the bell button. E.g. for apartment 09 on level 30, they will type in 3009 and then the bell button.

If authorised by the apartment the locking feature will be released, which will then:

- Unlock the front door if locked after hours,
- Unlock the airlock door,
- Grant lift access with a pre-determined time to access the particular apartment floor.

Please note guests will not have access to the building's common facilities without escort from a resident.

3.2 CAR PARK REMOTE AND CAR LIFT OPERATION

3.2.1 In summary

There are two (2) car lifts operating at 2-78 Bouverie Street Carlton. The lifts operate as a Duplex operation, so both lifts serve all levels in any direction. Should any of the lifts be out of service for any reason, the other lift will handle all calls in both directions.

3.2.2 Calling the car lift at entry level (Lower Ground Level)

To enter the car park, the driver (motor vehicle located in the designated waiting area), is to use his/her allocated remote control and push the button 1 to call a car lift to the Lower ground entry level.

As the lift car doors are fully opened at lower ground level, a GREEN light will appear on the traffic light on the landing. This will confirm to the driver that the designated lift has accepted the call. The driver is to enter the lift slowly. To gain access to the desired level, the driver is to push the car call button on the car operating panel. The driver is to drive his/her motor vehicle and must stop, when the traffic light appears RED.

Remember - To gain access to the desired level, the driver is to push the car call button on the car operating panel

When the lift car reaches the desired level, the car doors will automatically open and when a GREEN light appears on the traffic light. The driver is to exit the lift slowly.

3.2.3 Exiting the car park

To exit the car park, the driver should drive his/her motor vehicle to the designated waiting area at their level.

The driver is to push the call button on the remote button 2 on their remote to call the lift. A lift will travel to the level as called, and automatically open its doors. When the doors are fully opened, a GREEN light will appear on the traffic light on the landing. The driver is to enter the lift slowly. To gain access to the exit level, the driver is to push the car call button on the car operating panel (LG).

When the traffic light appears RED within the lift car, the motor vehicle must stop.

The doors will close and the lift will travel to the exit level. When the doors are fully opened, the motor vehicle must exit the lift SAFELY.

3.2.4 Remote control unit

- Button 1 - Enables the user to call a lift at LOWER GROUND LEVEL ONLY
- Button 2 - Enables the user to call a lift at their level to enable the user to exit the building via the motor vehicle.
- Note - Should any of the lifts be out of service for any reason (This will be highlighted on the landing position indicators), the other lift will handle calls in both directions.

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CAR LIFT 24 HOUR SERVICE RESPONSE – (03) 9837 5702

Address: Unit 29/ 25-37 Huntingdale Road Burwood, Vic 3125

3.3 PARKING

Car spaces allocated to a lot form part of that lot exclusively. Owners and occupiers may only park vehicles within the car spaces allocated to their specific lot. Car spaces may only be used for the purpose of parking one vehicle per car space and then only in such a manner as may be fair and reasonable to other owners and occupiers. A motorcycle is considered a vehicle under this section.

3.4 PASSENGER LIFT OPERATION

3.4.1 In summary

There are four (4) passenger lifts operating at Swanston Square. These access carparks, storage areas and apartment levels from Lower Ground through to level 31.

3.4.2 Calling the lift at entry level (Ground Level)

Owners will be required to use his/her allocated pass and push the button to select their permitted level. Each individual will be only able to access their apartment level, their carpark level, their storage cage level, the skydeck, lower ground and ground floor.

3.4.3 Visitor access

Refer to section 4.1.

24 HOUR SERVICE RESPONSE – 1800 626 847

2 Montague Street South Melbourne VIC 3205

Ph: +613 9275 5700

Fax: +613 9646 3772

3.5 SECURITY SYSTEM – FOBS, CARDS AND KEYS

Each apartment is supplied with two (2) security fobs. For security reasons the building address must not be marked on the fobs. The car park entry/ exit door will be activated when the fob is pressed before entering.

Each apartment is supplied with two copies of front door key and two (2) copies of balcony keys for apartments on level 5 and two (2) copies of the mailbox key. The key system is a restricted system; should you require additional copies of keys they must be arranged through the Building Manager.

3.6 STORAGE CAGES

Your apartment may come with a storage cage that is located on the carpark levels. A P-bolt is provided with your storage cage however tenants are required to provide their own locks to secure the cages.



Refer to Owners Corporation Rules and Guidelines for restrictions on items to be stored in these cages.

3.7 BIKE RACKS

Bicycle storage racks are located on the lower ground level.

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3.8 EXTERNAL AREAS

Please ensure that external walkways and ramps are kept clear at all times to allow authorities 24 hour access.

3.9 GARBAGE DISPOSAL

Garbage disposal units are located adjacent to the lift lobby.

The usage guidelines are as follows; bottles, glass, cartons, cigarette butts, ignitions sources or fluids must not be disposed of via the waste chute.

Ensure that waste is not disposed via the waste chute whilst cleaning/servicing the door.

To open the garbage chute door residents simply turn the handle, open the door and hold, whilst placing bagged waste into the chute. Residents then gently close the door; this will allow the bagged waste to fall down the chute.

This door must remain closed to form both a fire seal and to reduce odours permeating the lobby space.

CAUTION: Falling objects in chute – do not place your hands or arms into the chute (beyond the door frame).

Any misuse may cause the garbage disposal system to fail which may result in costs to the users. All waste should be contained in tied plastic bags. Dimensions not to exceed a cube with dimensions of 350mm. Weight not to exceed 3 kg.

Do not dispose bottles, glass, cartons, cigarette butts, ignitions sources or fluids via the chute.

CAUTION: Disposal of large objects in chute may cause damage to chute and / or blockages.

CAUTION: Lit Cigarette butts or ignition sources are not to be disposed of via the chute

Contact the building manager to report garbage chute blockages or damage.

3.10 BUILDING AND COMMON CONTENTS INSURANCE

Please seek advice relating to insurance requirements for items, fixtures, fittings, and furnishings etc. inside your apartment. The Owners Corporation provides limited insurance relating to common area building, structures and public liability only.

Please ensure items in your car park, storage areas and letterboxes are included in your insurance. These areas are specified on title and as such contents are not insured under the building insurance.

4.0 COMMON AREAS AND AMENITIES

4.1 OVERVIEW

The common areas and amenities are managed by the Owners Corporation and Building Manager.

The guidelines around their use may be changed and updated from time to time at the discretion of the Owners Corporation and Building Management. Hours of use may also be varied.

4.2 SKY DECK – LEVEL 31

Common facilities on the Sky Deck on level 31 floor include foyer, kitchen, cinema, lounge, open garden terrace, 3 BBQ's and 2 spas which are available for the exclusive use of residents. Refer to the Building Guidelines and Body Corporate rules for further details.

4.3 SPA OPERATION

The control panel for the spa is located on the Sky Deck to the left of the BBQ adjacent the spas. The control panel allows users to initiate the spa heater, the spa jets, the spa lights and includes an emergency stop button.

Once the buttons are pressed they are on a timer and will automatically switch off. The heater will run for 1 hour, while the lights and jets will run for 15 minutes respectively.

4.4 REPORTING COMMON AREA MAINTENANCE ITEMS

To report any common area maintenance items, please undertake the following measures:

1. For common area maintenance issues, and issues relating to cleaning, waste management, the Sky Deck area, move-ins/outs and inductions, contact the Building Manager on sq@buildingmgr.com.au or 0419 812 006;
2. The Owners Corporation Manager can be contacted on (03) 8535 2770;
3. For after-hours maintenance items please contact the Owners Corporation maintenance team on 1300 733 567 (24/7) for anything requiring urgent attention.

Owners and Occupiers must notify Building Management as soon as they become aware of any damage to or defect in the Common Property or any personal property of the Owners Corporation; or any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or services.

Please include the following information as part of your maintenance report:

- Name and contact number;
- Apartment number;
- A detailed description of the maintenance item with photos if possible.

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5.0 APARTMENT SYSTEMS

The following section provides a basic description of the systems incorporated in your new apartment.

5.1 INTERCOM SYSTEM

Each apartment is supplied with an Urmet Audio / Video intercom (please refer to attached operation and maintenance manual).

5.2 WATER COOLED PACKAGED AIR CONDITIONING AND HEAT EXCHANGE UNITS

The air conditioning system is controlled via a wall mounted thermostat control panel (please find the Maintenance Manual attached).

Please refer to attached operating instructions for further information including heating and cooling capacities and energy ratings.

Filters should be removed and cleaned monthly to maintain optimum level of operation. There is also a cut out switch for AC that is triggered by opening sliding doors to balcony.



[Please refer to attached operating instructions for further information.](#)

5.3 EXHAUST FAN SYSTEM

Your apartment is fitted with extraction fans – located in the bathroom / ensuite ceiling space and laundry. There is also independent ducting for the kitchen range hood. The exhaust fan is activated by turning on and off the lights to bathroom or ensuite, once the lights have been switched off there will be a 3 minute delay before the fans switch off.

The bathrooms, laundries and ensuites are exhausted via the exhaust fan located in the ceiling space. The air is drawn through ceiling mounted grilles and is exhausted to an exterior weatherproof louvre.

To ensure correct operation of the exhaust system:

- Check air inlets for obstructions at all times. Remove dust build up from the face of the grille with a broom or vacuum.
- Check for correct operation and noise monthly
- Switch the light/fan on and place a piece of toilet paper flat against the grille. The paper will be held in position by the suction if the fan is operating correctly.

The kitchen range hood exhaust is expelled externally via ductwork located in the ceiling void. The ductwork is exhausted to an exterior weatherproof louvre, which is located above the window.

5.4 SWITCHBOARD (ELECTRICAL)

The electrical switchboard is located near the entrance in each apartment. All lighting and power circuits are protected by a residual current device (RCD).

All circuit breakers must be switched to the "ON" position for normal operation.

It is a regulatory requirement that no items are placed in front of switchboard panels at any time, including clothing.

If the power trips turn the circuit breaker back on. If the appliance trips a circuit more than once speak to the building manager or licensed electrician.

Should your safety switch trip for any reason, follow the steps listed below;

- Turn off all power points (GPO's), lights and unplug all appliances

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- Reset the safety switch
- If the switch will not reset, contact a licenced electrician as a fault exists with either the wiring or the switch itself
- Turn on the GPO's one at a time or until the safety switch trips. If the safety switch trips this is the faulty outlet.
- Plug the appliances back into the GPO's one at a time or until the safety switch trips. If the safety switch trips, the fault is with the appliance. Have the appliance repaired by a qualified service representative or dispose of the appliance appropriately.

Please note that a licenced electrician must be engaged to locate and fix any fault with the power supply or switchboard.

6.0 KITCHEN APPLIANCES

Your new apartment includes high quality appliances by Technika and Fisher & Paykel. The manufacturer's information and instruction booklets for each appliance are attached. Should you require the installation instructions for any of your appliances the building manager has a copy of these.

Please ensure the circuit breakers in your apartment electrical switchboard are switched to the ON position for the appropriate appliance or system. Refer to section 4 - Switchboard.

6.1 OVEN

Make: **Technika**

Model: **Stainless Steel Oven Model - TO86MSS-3**

Your convection microwave oven is located in the kitchen under the stone bench and is connected to a GPO in behind the drawer below the convention microwave.

The convection microwave is designed for multi-use acting as both a traditional microwave and as a replacement for a traditional oven.

Warranty: 2 years

Contact: Technika

Phone: 03 9948 4500



[For more detailed instructions, refer to the attached operation manual.](#)

6.2 CONVECTION MICROWAVE

Make: **Technika**

Model: **WD904SS and TT904**

Your convection microwave oven is located in the kitchen under the stone bench and is connected to a GPO in behind the drawer below the convention microwave.

The convection microwave is designed for multi-use acting as both a traditional microwave and as a replacement for a traditional oven.

Warranty: 2 years

Contact: Technika

Phone: 03 9948 4500



[For more detailed instructions, refer to the attached operation manual.](#)

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6.3 COOK TOP (ELECTRIC)

Make: **Technika**

Model: **600mm Ceramic Touch Cooktop Model - CFE641-2**

The cook top is located in the kitchen within the bench top. It is controlled via touch controls. The cook top contains 4 burner zones.



[For more detailed instructions, refer to the attached operation manual.](#)

Warranty: 2 years

Contact: Technika

Phone: 03 9948 4500

6.4 COOK TOP (ELECTRIC)

Make: **Technika**

Model: **300mm Ceramic Cooktop Model - 2RSS-2**

The cook top is located in the kitchen within the bench top. It is controlled via push down knobs. The cook top contains 4 Gas Burners and Wok Burner and is connected to a GPO located behind the convection microwave. A valve for the gas is also located behind the top drawer.



[For more detailed instructions, refer to the attached operation manual.](#)

Warranty: 2 years

Contact: Technika

Phone: 03 9948 4500

6.5 RANGE HOOD

Make: **Fisher & Paykel**

Model: **HP601CSX2**

The range hood is located over the cook top. To operate the range hood please see the maintenance manual for basic operating instructions.

To ensure correct operation of the range hood:

- The metal grease filter must be cleaned at least once a month with soapy water or in a dishwasher.
- Check mountings for vibration monthly



[For more detailed instructions, refer to the attached operation manual.](#)

Warranty: 2 years

Contact: Fisher & Paykel

Phone: 1300 650 590

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6.6 DISHWASHER

Make: **Technika**

Model: **600mm Stainless Steel Dishwasher Model - TDX8SS**

The dishwasher is located below the cook top. To operate the dishwasher, please refer to the user's manual for dishwasher basic operating instructions.



[For more detailed instructions, refer to the attached operation manual.](#)

Warranty: 2 years

Contact: Technika

Phone: 03 9948 4500

6.7 DISHWASHER

Make: **Fisher & Paykel**

Model: **Dish Drawer dishwasher DD60SI7**

The dishwasher is located below the cook top. To operate the dishwasher, please refer to the user's manual for dishwasher basic operating instructions.



[For more detailed instructions, refer to the attached operation manual..](#)

Warranty: 2 years

Contact: Fisher & Paykel

Phone: 1300 650 590

7.0 FITTINGS AND FIXTURES

The following section provides a basic description of some of the materials and fixtures used in the construction of your new apartment. Basic care and maintenance requirements are also described. If you have purchased additional fittings you will find any relevant information on these in the subsequent tabs of this manual.

7.1 LIGHT FITTINGS

Your light fittings are fitted with light globes of an appropriate wattage rating for that fitting. Signage inside the fitting states the maximum rating for that particular fitting. It is important that the maximum wattage ratings are not exceeded otherwise overheating of the fitting may occur.

Refer to the attachments for fitting specifications and lighting control information.



Refer to the attachments for fitting specifications and lighting control information.

7.2 PLUMBING FITTINGS AND SYSTEMS

THE STOP VALVE FOR WATER SUPPLY TO YOUR APARTMENT IS LOCATED VIA THE HYDRAULIC CUPBOARD

Plumbing fittings are supplied by Harvey Norman. Plugs for your kitchen sink will be given to you in your purchasers pack. Detailed information for all your plumbing fittings is attached.

Hot water is supplied through the central storage system. Access to the meter is via the water meter cupboard. The maximum water temperature in bathrooms can be controlled via a tempering valve in the bathroom ceiling access

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panel. This should only be adjusted by a licensed plumber. The hot water to these outlets is set at 50 degrees Celsius Maximum.

Please do not stand on any of your plumbing fittings or fixtures due to risk of damage to fittings and yourself.

Cold water is supplied through 20mm pipe. The water metre is located in the corridor cupboard.

The tempering valve is required to be serviced every 5 years by a licensed plumber.

7.3 LAUNDRIES

Your apartment comes with a laundry cupboard. A waste outlet point has been included on the floor within the laundry space. Washing machine taps are located in the cupboard and can be connected to your machine

7.4 CARPET

The carpet installed in your apartment is a Victoria Carpets product with a fibre content of 50% Wool and 50% Synthetic.

Cleaning Methods and Frequency

Vacuum Cleaning:

- Locations with a light flow of traffic - Daily, or as required (minimum once per week)
- Locations with frequent traffic - Daily or 2 to 3 times per week
- Have your carpets professionally cleaned once every 12 to 24 months from the date of installation.

Stains and Stain Removal







Stains can be:

- Absorbed: Penetrate the fibres (e.g. coffee)
- Built Up : On outside of fibres, usually stiff/ hard (e.g. Paint, chewing gum)
- Compound: Combination of the above two (e.g. blood)

Removal Methods:

- Mechanical: Scooping up, absorption in tissues
- Solvent: Recommended shampoo or dry cleaning solvent for carpets
- Digestion: Enzymes
- For further details please refer to the Victoria Carpets website www.victoriacarpets.com.au.

Procedure:

-  Act Quickly
-  Blot or scoop up
-  Treat stain with recommended agents, small amounts at a time (check first for bleaching or colour transfer)
-  Work from edge of stain inwards
-  Do not rub, do not over-wet
-  Absorb stain in wad of tissues weighed down until stain is completely removed (repeat procedure if necessary)

Use a professional carpet cleaning company if the above measures do not remove the stain. Stain removal is not covered under warranty.

7.5 PAINTED SURFACES

Quality Dulux paints have been used in your apartment. Appropriate care and cleaning must be followed to ensure that the appearance and integrity of your paintwork is maintained. The apartments are Wairakei Quarter Code: NZ1G2.

Quality Dulux paints have been used in your apartment. Appropriate care and cleaning must be followed to ensure that the appearance and integrity of your paintwork is maintained. The paint colour within your apartment is Wairakei Quarter Code: NZ1G2. The walls of the apartments are Low Sheen Acrylic Premium Code: DUSPEC AUSD0002, ceilings are Flat Acrylic Ceiling Code: DUSPEC AUS0060 and the Skirtings and door frames are a Semi Gloss Acrylic Enamel Code: DUSPEC AUSD2295.

The following are the names and codes for the various feature wall colours available;

- Feature Wall Colour Ash (Day) Scheme Dulux: Malay Grey Code: PG2C6
- Feature Wall Colour Sand (Night) Scheme Dulux: Wairakei Quarter Code: NZ1G2
- Feature Wall Colour Lime (Day & Night) Scheme Dulux: Refreshed Code: P20H4
- Feature Wall Colour Tangerine (Day & Night) Scheme Dulux: Fuzzy Peach Code: P09H4



Cleaning and Care for Scuffs

If a scuff or mark appears on a finished surface, it can easily be removed by using a damp cloth (preferably cold water), wiping the affected area, and then wiping over with a dry cloth. This method is applicable to both acrylic systems used on this project. For stubborn stains or marks – only mild detergent may be used such as Sugar Soap.

Note: When cleaning scuffs and marks etc., avoid using harsh detergents or solvents, as they may cause the paint finish to dull its colour or lose its sheen.

- Stubborn but minor scuffs and marks can be touched up using the correct paint colour and sheen level (this can be brushed or rolled).

Note: A major scuff or mark (especially if located on a broad wall or ceiling), may result in a repaint of the affected area(s).

Damage:

If actual damage occurs, i.e.: divot in wall etc., then please note the following method:

- Repair damaged substrate (fill with approved filler: i.e.; for timber, plaster etc. to achieve a uniform, smooth patch.
- Allow to dry.
- Sand patch to featheredge to minimize irregularities.
- It can then be touched up using the correct paint colour and sheen level: (this can be brushed or rolled depending on how big or small the affected area is).

Note: Major damage (especially if located on a broad wall or ceiling), may result in a repaint of the affected area(s).

Avoid using BluTac or adhesive tape on painted surfaces as it may leave stains or cause the paint to flake upon removal.

7.6 INTER-TENANCY WALLS:

Inter-tenancy walls are not to be penetrated as this will diminish the acoustic and fire integrity of the walls.

If services, furniture or art is required to be mounted into/onto an inter-tenancy wall, please seek advice from the Building Manager.



7.7 KITCHEN AND BATHROOM JOINERY

General Care:

Joinery surfaces, including the front door and side panel, will dent or scratch if treated roughly. The joinery finish is Dulux Luxathane R (factory applied) DUSPEC AUSD1751.




Particular care should be taken when moving furniture or heavy objects in the vicinity of joinery.

Cabinet carcass cleaning and care instructions

-  Wash down with warm water with a small amount of detergent. For the best results use streak free glass cleaner with a soft cloth.
-  Abrasive cleaners; such as JIF, AJAX, BRASSO, SCOURER PADS, STEEL WOOL etc., should never be used. These may cause scratching and discolouration to surfaces.


Joinery Doors and Panels Cleaning and Care instructions:

Whilst your doors are made from a High Moisture Resistant Particleboard (MR MDF) and as with any wood based panel cannot be made totally waterproof, care should be taken to wipe up spills immediately, ensuring the doors are not exposed to high or continuous levels of moisture, steam and humidity. Stains to doors & panels should be cleaned as follows:


-  Using a mild household spray wipe down the doors or panel with a soft cloth taking care not to rub too hard. Dry using a soft cloth so as not to leave any solvent on the door or panel.
-  You may also use Mentholated Spirit on a soft cloth, using a circular cleaning motion. Thoroughly clean over the wider area with water and detergent on a damp cloth afterwards to remove any residual Mentholated Spirit.
-  Always ensure that you refer to the recommendations provided by the cleaning product manufacturer before use.

To ensure that your Warranty will not be void, **DO NOT** use any of the following on **MELAMINE** doors & panels: Commercial Cleaning Products, Abrasive Cleaners, Scouring Pads or Abrasive Papers, Acids and Alkalis, Solvents, Thinners, Turpentine (Turps), Ammonia, Bleach, Acetone, M.E.K. and any other cleaning agents containing Organic Solvents or the above mentioned products.

The hinges to the joinery are manufactured by Blum. Hinges can be cleaned and maintained by cleaning with a dry polishing cloth, and do not recommend the use of any chemical cleaning agents. Do not apply any oil or grease to the hinges. Hinges should be checked and tightened and adjust every 6 months.



-  Hinges should be wiped down with a soft, dry, clean cloth and should never be washed with moisture as this may remove the oil film that maintains functionality and durability.

Scratches and Cuts:






-  To repair severe cuts and scratches, use a wax stick of matching colour. Scratches are not covered under a warranty.

7.8 BEDROOM WARDROBES

Care and maintenance for wardrobe internals, wardrobe doors and wardrobe sliding tracks systems:

-  Apply a mild soap, detergent or commercial solvents to all surface using a clean, dry cloth or sponge saturated with a cleaning solution
-  Care should be taken to avoid contact with frames, hardware and associated materials when using solvents to ensure no adverse effects.

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-  When using commercial solvents the manufactures directions and warnings should be adhered to at all times.
-  All surfaces should be rinsed with clean water after cleaning solutions have been applied.
-  A squeegee, chamois or suitable clean, lint free cloth may be used to dry all surfaces immediately after applying cleaning solutions or water.
-  Under no circumstances should harsh cleaners, alkaline solutions, blades scrapers, abrasive or similar tools be used on any surfaces.
-  Ensure tracks are kept clean and free from dust and debris to allow wheels to slide easily.

Warning: Excessive amounts of cleaning fluid and water should not be applied to melamine surfaces due to the nature of this product. Melamine board will absorb excessive water or cleaning fluid and swell and the edge stripping may peel as a result.

7.9 RECONSTITUTED STONE BENCH TOPS


Your kitchen and vanity bench tops and upturn panel to kitchen pantry face and laundry cabinet comes with a reconstituted stone bench top. Only simple and routine care is required to maintain this product. In most cases, water and soap or mild detergent will be sufficient to maintain the surface. Re-sealing is not required. If necessary use a non-scratch or delicate scrub pad to aid cleaning. Thoroughly rinse with clean water following this process to remove any residue.

Simple protection measures are the most effective way to ensure the natural appearance of the stone featured in your apartment is maintained.

-  Use a chopping board, place mats, and coasters to protect the surface from scratching, dulling or heat marks;
-  Avoid sitting / standing on bench tops and vanities;
-  Wipe up spills immediately, to avoid potential absorption into stone;
-  Substances such as Soap, detergents, abrasive or harsh chemicals or cleaners, solvents, toothpaste, tea coffee, alcohol, vinegar, and citrus juices can stain, etch or dull the stone. Lipstick, industrial and laundry markers and ink are unlikely to be removable;
-  Avoid resting steel or items which may rust on the stone to prevent rust markings;
-  Do not use acids, wax, sealers, steam cleaners or petroleum products on stone;
-  Do not rest hot items such as saucepans and fry pans on stone as they can cause the stone to break.
-  Only simple and routine care is required to maintain this product. In most cases, water and soap or mild detergent will be sufficient to maintain the surface. Re-sealing is not required. If necessary use a non-scratch or delicate scrub pad to aid cleaning. Thoroughly rinse with clean water following this process to remove any residue.

7.10 SPLASHBACKS

Your kitchen and bathroom comes with splashbacks and silver mirrors, supplied by

-  Please refer to maintenance manuals for cleaning procedures and further information.

7.11 SHOWER SCREENS AND MIRRORS

Your shower screens and mirrors have been provided by Premium Shower Screens & Robes. The manufacturer's recommended cleaning method for Shower screens and mirrors is as follows:



1. Rinse glass to remove loose dirt.
2. Apply mild soap, mild detergent or in extreme cases commercial solvents to glass either by spraying or using a clean, grit free cloth or sponge saturated with the cleaning solution. Care should be taken to avoid solvent contact with the glazing sealants, aluminium framing or other materials that may be affected by solvents.
3. The glass surface should then be cleaned immediately with generous amounts of clean water, removing the cleaning solution from the glass. In no case should a blade, scraper, steel wool, or any other similar tool be applied to the glass surface.
4. Using a squeegee or a clean lint free cloth, remove the water from the glass surface.

REMEMBER:



Ensure glass and associated hardware is as clean as practically possible, as staining may occur.



Any household cleaning agents (ammonia based) available and recommended for glass can be used, except for mirrors, mirror trims and frameless shower screen hinges.



Methylated spirits and/or water should only be used on mirrors, mirror trims and frameless shower screen hinges. Simply apply on dirty areas and wipe off with a clean lint free cloth.



Do not use harsh abrasives on any above mentioned surfaces as this may cause surface scratches.



Both painted and anodised finished surfaces should be regularly washed down with water to maintain their attractive appearance.

Do not remove any silicone caulking for any reason as removal may cause leakages and possible damage.

7.12 TILED SURFACES

Ceramic tiled surfaces to wet areas can be extremely slippery when wet. Please take care when moving about on tiled floors especially when wet. We advise that a floor mat should always be placed outside the shower/ bath tub to dry off upon.

Care and Maintenance of Ceramic Tiles



On polished materials, especially if of very light, uniform colour, a protective treatments recommended to make maintenance even simpler



This treatment is easy to carry out and involves applying products specifically developed for vitrified stoneware to the perfectly clean dry tiles.



These products, distributed by a large number of specialists companies are easy to obtain and the packs specifically state that they are " for Vitrified Stoneware"



The perfectly clean dry tile should be protected using sheets of PVC or airballs to prevent damage during finishing works



The tiles are easy to look after and do not require any special care.



The maintenance procedures simply have to be adapted to the way the floor / walls are used








For effective maintenance you are advised

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- not to leave dirt on the floor / walls for too long
- always to use neutral or alkaline detergents
- to rinse with clean water

Extra Ordinary Maintenance

-  Extra ordinary maintenance is only necessary when the routine maintenance has not been carried out correctly and or is in a setting with high dirt levels
-  In these cases, professional detergents specifically developed for the type of dirt must be used with flooring machines
-  If concentrated chemicals are applied, take suitable precautions and follow all instructions provided by the manufacturer.
-  We decline all responsibility for injury and or damage due to improper use of detergents and or chemicals
-  Although the advice provided above is reliable to the best of our knowledge, it is still purely a guideline and refers to matters for which we are not responsible.

7.13 HARDWARE

Door hardware and furniture and sanitary hardware is manufactured and supplied by Lockwood.

-  Cleaning is recommended with a soft lint free cloth without the use of any chemicals or abrasive substances.
-  Lubricate any internal mechanisms with an aerosol lubricant and/or
-  Lubricate 'sticky' locks with dry powder graphite sprinkled on the key

The front entry door to your apartment is a fire rated door and cannot be obstructed or held open. The closer on the apartment front door is gassed as required under fire regulations.

Refer any maintenance of this closer or the door to the Building Manager.

7.14 TV CONNECTIONS

Your apartment is fitted with standard TV (MATV) and Foxtel connection points. Each apartment contains one pay TV outlet, and either two or three MATV outlets. Foxtel outlets are located in the living room, and MATV outlets in the living room and bedrooms. (The connection and subscription to the Foxtel is at the occupants cost and arrangement). The telephone outlet points are Clipsal Slimline SC203IV complete with RJ45Cat5E and are located in the living room and bedrooms.




7.15 DATA CONNECTIONS

Your apartment is fitted with NBN Co. optical network distribution termination hub. This is located in the bedroom wardrobe. Your apartment contains one (1) per bedroom and one (1) living room data outlet (Clipsal Slimline SC203IV complete with RJ45Cat5E) for internet connection (connection to internet and telephone provider is at the residents own cost and organisation). This can be done through any normal phone and internet provider such as Telstra, Optus, Vodafone etc.

8.0 WINDOWS AND BALCONIES

8.1 WINDOWS AND ALUMINIUM WINDOW FRAMES


The cleaning of your windows and aluminium window frames is the responsibility of the resident except for external cleaning of windows that are not adjacent to a balcony. The glazing, framing and hardware do require regular cleaning to maintain its life and appearance.

-  As a general rule use a soft, clean grit free cloth (to avoid scratching or marking the surface) or recommended cleaning equipment. Use water with a mild detergent and/or cleaning solutions which are recommended glass cleaners.
-  Powdercoat aluminium finishes should be cleaned with a Ph-neutral detergent solution at the same frequency as the windows.
-  Anodised aluminium surfaces should be cleaned with warm water containing a suitable wetting agent or with a mild soap solution.

For awning windows if relevant, the stays may become stiff if the window is not operated at least once a week. If stiffness occurs, a light oil spray lubricant should be applied to the joints of the stays. After the lubricant has been applied the window should be opened and closed at least ten times to remove the stiffness.


Window fasteners should be cleaned at least every twelve months with a mild detergent in water followed by clean fresh water.

For sliding doors, ensure that the track is clear of debris such as sand, leaves and dust. If the roller does appear to be stiff, Vaseline on the bearing can free this up.

-  For further cleaning information including recommended cleaning interval periods, please refer to the 'maintenance and warranty' tab of the folder.

8.2 BALCONIES AND TERRACES

Balconies and terraces are finished with Tiles.

-  Refer to the Owners Corporation Rules and Guidelines regarding balcony and terrace use.

8.3 CONDENSATION IN APARTMENTS

Air laden with water vapour is referred to as being of a high humidity. When highly humidified air comes in contact with any cold surface such as a wall or in particular, windows it cools down. The water vapour is extracted from the air and remains in the form of condensation on the cold surface. This can cause potential damage or mould. Some causes of warm moist air inside the apartment is from room heaters, steam from cooking, washing dishes or clothes, steam from bathrooms or drying damp clothes in a tumble dryer.

In addition, abnormal heating of apartments i.e. above 23°, will create condensation which is unavoidable. Damage from condensation in this instance will be the sole responsibility of the user.

How to prevent condensation in your apartment

Condensation can be avoided if humid, moist air is removed and replaced by drier air. This can be achieved by ventilation of the apartment, use of a room dehumidifier and / or using adjusted heating.

Some ways of improving ventilation are:

- Have windows and doors, where provided open during the day.
- Use exhaust fans in bathrooms and ensuites when showering; in laundries when washing / drying clothes and rangehood when cooking.

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- At night, the outside air may be cold and force the householder to close all windows and doors. If this is the case the apartment should be well ventilated during the day by opening doors and windows.
- Use the Dehumidification Operation on your Thermostat.

8.4 DRAINAGE SYSTEM

It should be noted that the design capacity of the drainage system is designed to comply with the requirements of the Building Code of Australia (BCA). As such, the apartment resident and Building manager/caretaker should be aware that the drainage system may not have the capacity to deal with high intensity storms which sometimes exceed these design intensities and in those cases the drainage capacity may be unable to adequately remove the additional water for a period of time.

This situation is similar to the situation in suburban streets where the design capacity of the drainage system is unable to cope with high intensity storms and local flooding may occur, damaging properties. Hence, in order to provide the best opportunity to minimise the likelihood of local flooding to any part of the property, it is important that the design capacities of the drainage system are not compromised and the drainage gutters/outlets are kept clear as much as possible.

Probuild recommends regular monthly cleaning of balcony/courtyard gutters and the overflow drainage systems or whenever a resident becomes aware of any intense weather situations etc. It is the residents' responsibility to maintain effective operation of these systems where they relate to a private balcony. This inner city location is subject to a lot of windblown debris, including plastic bags, leaf matter etc. that can block drains and overflows which in turn could cause significant damage to your property.

This reasonable preventative maintenance is essential and we recommend that the gutters/overflows are immediately cleaned should any blockage be observed and residents should arrange for monthly inspections and cleaning in periods of time where the apartment is left unoccupied. Evidence of such reasonable maintenance will be required by the builder in all cases of water related damage or defects.

9.0 MISCELLANEOUS

9.1 OVERHEAD CABINETRY ROD

You have been provided with a rod and hook system for easy access and closure to your overhead cabinetry within your kitchen. Please find your access rod stored within your TV cabinet.

10.0 APARTMENT FAULT RESOLUTION

On occasions, issues may arise with the different aspects of your apartment and require rectification under statutory warranties. In this situation the follow process needs to be followed;

10.1 WHAT TO DO IF I HAVE A FAULT?

In the first instance you are to review the applicable section of this Manual and accompanying Operation / Maintenance Manuals. You will find trouble shooting and basic fault finding tips to assist in rectifying issues.

If the issue cannot be resolved contact the building manager. They will inspect the issue and advice further action if required.

10.2 APPLIANCE FAULT?

If you experience a fault with any of the appliances in your apartment; Cook Top / Oven / Air Conditioner etc. you are to contact the appropriate supplier listed in this manual and arrange a service call out under the appliance warranty.

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PLEASE NOTE: If the fault is not covered under warranty i.e. damage caused through mistreatment / No fault found – appliance operating as required, you may be charged a service call out fee.

10.3 OTHER FAULT.

If the building manager determines that the fault requires further action from Probuild please report the issue via our web based notification system Issues ID (www.probuild.issuesid.com).

Using your apartment log in details (building name and apartment Number) e.g.: [insert building name 1025] and password 123456. On the initial login you will be prompted to complete your personal details including contact details and change your password. Please complete the notification form in full, including any photos and description of the issue. Once logged and received by Probuild you will be notified of the further action required.

If you require assistance completing the form or accessing the website please contact the Building Manager.

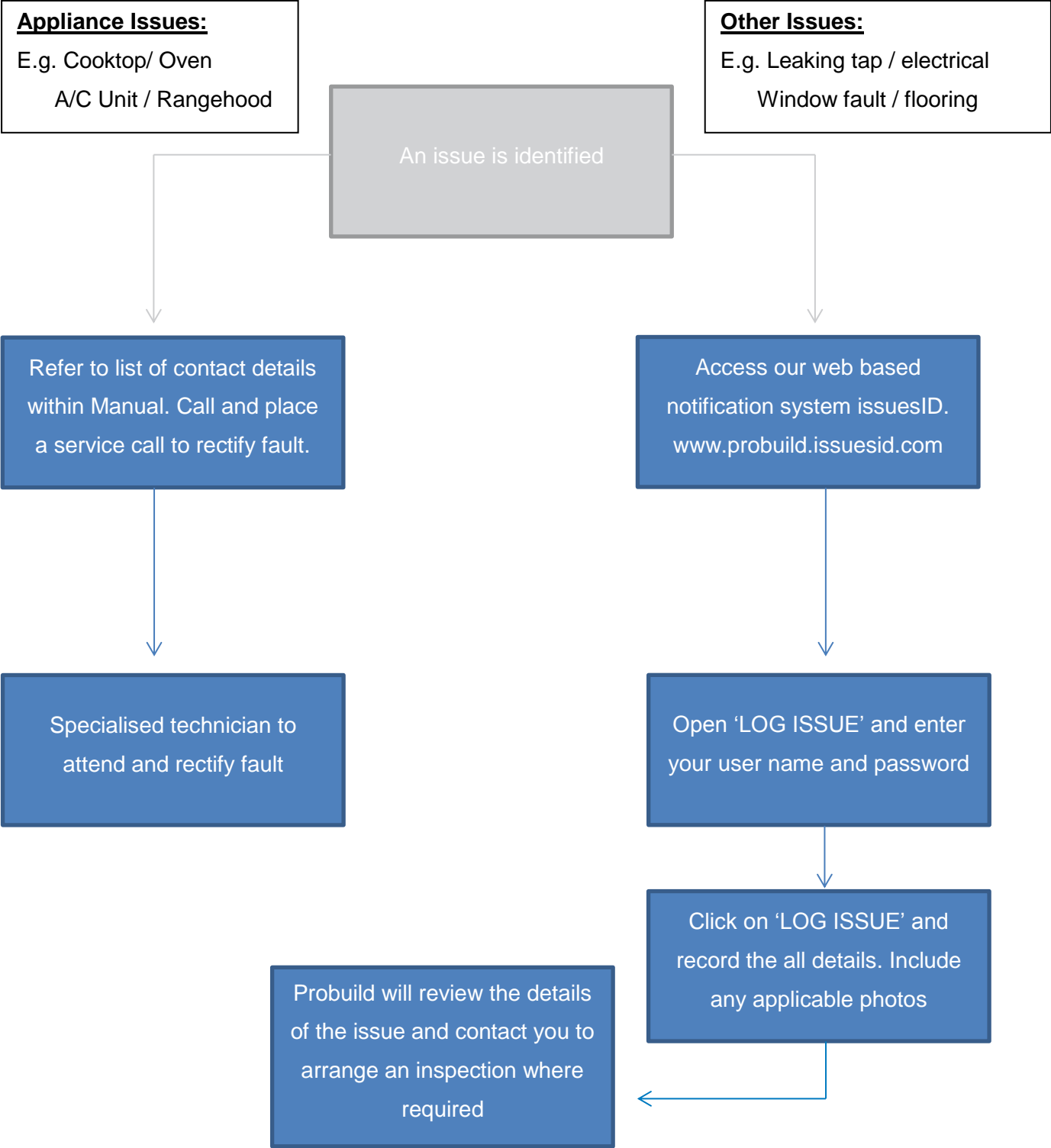
10.4 FAULT RECTIFICATION PROCESS

Once the issue has been logged with Probuild, a representative from our Customer Care Team will contact you to arrange a suitable time to access your apartment to inspect and rectify the fault where applicable.

PLEASE NOTE: If the fault is as a result of damage caused through mistreatment / No fault found, you may be charged a service call out fee.






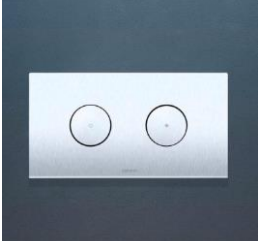
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10.5 ISSUE NOTIFICATION PROCESS FOR APARTMENTS



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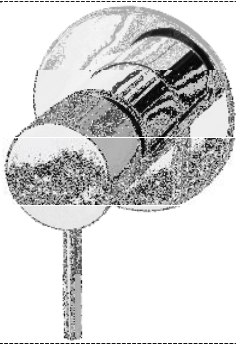
APPENDIX A: FINISHES, FIXTURES AND FITTINGS SCHEDULE

Item	Description	Image
ROBE HOOK	ASTRA WALKER ICON ROBE HOOK	
TOWEL RAIL	ASTRA WALKER ICON TOWEL RAIL	
TOILET ROLL HOLDER	ASTRA WALKER ICON+ TOILET ROLL HOLDER	
BASIN	CAROMA CUBUS UTILITY BASIN	
BOTTLE TRAP	CUSTOM PROJECT BOTTLE TRAP	
CISTERN	INVISI SERIES II CISTERN	

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<p>FLOOR GRATE</p>	<p>CUSTOM PROJECT FLOOR GRATE</p>	
<p>SINK MIXER</p>	<p>CAROMA CUBUS UTILITY BASIN</p>	
<p>SHOWER ROSE</p>	<p>PHOENIX CUSTOM SHOWER ARM & ROSE</p>	
<p>KITCHEN SINK</p>	<p>ABEY LAGO PROJECT SINK</p>	
<p>BASIN</p>	<p>PHOENIX CUSTOM VIVID BASIN SET</p>	
<p>LEVER STOPS</p>	<p>LEVER STOPS</p>	

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BASIN WASTE	CUSTOM PROJECT WASTE	
TOILET	FOWLER SEIDO INVISI SERIES II WALL FACED SUITE	
SHOWER MIXER	PHOENIX CUSTOM VIVID SHOWER MIXER	

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APPENDIX B: LIGHTING SPECIFICATIONS AND CONTROL

Make	Description	Location
Thinkwise	11.3W LED D/Light	Bedrooms and hallways
Thinkwise	11.3W LED IP44 D/Light Apartment bathroom	Bathrooms
Thinkwise	11.3W LED D/Light (dimnable driver) Apartment lounge	Living area
Superlight	3W miniature LED recessed joinery downlight	Kitchen Joinery Light

SYSTEM CONTROL

The supply of electricity to your apartment is controlled by a master switch which is immediately accessible upon entry. This will allow you to switch off all lighting and appliances upon exiting your apartment.

Your light fittings are fitted with light globes of an appropriate wattage rating for that fitting. Signage inside the fitting states the maximum rating for that particular fitting. It is important that the maximum wattage ratings are not exceeded otherwise overheating of the fitting may occur.

Your apartment is fitted with extraction fans – located in the bathroom / ensuite ceiling space and laundry. There is also independent ducting for the kitchen range hood. The exhaust fan is activated by turning on and off the lights to bathroom or ensuite, once the lights have been switched off there will be a 3 minute delay before the fans switch off.

The bathrooms, laundries and ensuites are exhausted via the exhaust fan located in the ceiling space. The air is drawn through ceiling mounted grilles and is exhausted to an exterior weatherproof louvre.

Apartment Operations and Maintenance Manual

APPENDIX C: OPERATION, MAINTENANCE AND WARRANTIES

Apartment Operations and Maintenance Manual

Bosmic Appliances Pty Ltd

A.C.N 006 246 411 A.B.N 21 498 225 115
3 Halsey Street
Box Hill South VIC 3128
Tel – 03 9899 6287
Fax – 03 9890 2027

**Bosmic
Appliances Pty Ltd**

RE: SWANSTON SQUARE APARTMENTS

2-78 Bouverie Street

Carlton Vic 3053

TO WHOM IT MAY CONCERN:

The Appliances Fitted in this apartment have been supplied by Bosmic Appliances Pty Ltd but are covered by manufacturers warranties from handover date of MARCH 2015 and are as follows:

Technika 2RSS-2 Cooktop	2 Years Warranty
Technika CFE641-2 Cooktop	2 Years Warranty
Technika TDX8SS Dishwasher	2 Years Warranty
Technika WD904+TT904 MWO + Trim	2 Years Warranty
Technika TO86MSS-3 Oven	2 Years Warranty
Fisher & Paykel DD60SI7 Dishdraw	2 Years Warranty
Fisher & Paykel HP60iCXX2 Rangehood	2 Years Warranty

If Service is required please call direct:

Technika Service Division-----99484 4500

Fisher & Paykel Service-----1300 650 590

OR Contact Bosmic Appliances P/L for other products on above numbers.

PLEASE RETAIN THIS LETTER AS YOUR PROOF OF PURCHASE

AND PPRODUCE FOR TECHNICIAN TO SEE IF REQUIRED.

Bosmic Appliances Pty Ltd.

Apartment Operations and Maintenance Manual

APPENDIX D: OWNERS CORPORATION RULES

Swanston Square, 555 Swanston Street, Carlton

Owners Corporation Rules

Owners Corporation No.1, Plan of Subdivision No PS643901X/S3

About this publication

Grocon (Victoria Street) Pty Ltd has prepared these Owners Corporations Rules for **Owners Corporation No.1, Swanston Square, 555 Swanston Street, Carlton**. This document is copyright. Except as permitted under the Copyright Act 1968 (Cth), no part of this document may be reproduced by any process, electronic or otherwise, without the specific written permission of the copyright owners.

1. Interpretations and definitions

1.1 Interpretations

Unless the context otherwise requires:

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

1.2 Definitions

- (a) **“Act”** means the *Owners Corporations Act 2006* (Vic);
- (b) **“Building”** includes the building forming part of the Land, and includes any part of that building and the structure, walls, out buildings, service installations and other appurtenances of that building;
- (c) **“Building Manager”** means any building manager appointed by the Owners Corporation Committee from time to time;
- (d) **“Building Works”** are any works, alterations, additions, removal, repairs, or replacement of:
 - (i) Common Property structures, including Common Property walls, floors and ceiling enclosing Your Lot;
 - (ii) Common Property services and services to the Building;
 - (iii) the internal walls inside Your Lot;
 - (iv) the structure of Your Lot; and
 - (v) services provided to Your Lot,and which exclude minor works or alterations to the interior of Common Property walls enclosing a Lot;
- (e) **“Building Works Agreement”** means an agreement entered into between You and the Owners Corporation which outlines the conditions to apply with respect to the Building Works;
- (f) **“Car Park”** means any area designated for the parking of Vehicles within the Building;

- (g) **"Car Parking Space"** means a Lot or part of a Lot that is a car parking space;
- (h) **"Carlton Brewery Precinct"** means the area bounded by Swanston, Queensberry, Bouverie and Victoria Streets (excluding the RMIT Design Hub, 170 Victoria Street, 201-203 Queensberry Street and 593 Swanston Street);
- (i) **"Carlton Brewery Precinct Lot"** means a lot on a plan of subdivision within the Carlton Brewery Precinct which is not a Car Parking Space, storage space lot or other ancillary lot;
- (j) **"Claim"** means any claims, actions, proceedings, suits, demands or injuries;
- (k) **"Common Property"** means the common property referred to on the Plan of Subdivision for which the Owners Corporation is responsible from time to time;
- (l) **"Developer"** means Grocon (Victoria Street) Pty Ltd ACN 120 542 707 of 3 Albert Coates Lane, Melbourne VIC 3000 or a related body corporate (as defined in the *Corporations Act 2001 (Cth)*) responsible for the Development and creation of the Lots and includes the Developer's successors and assigns and where it is consistent with the context, includes the Developer's employees, agents, builders, contractors, subcontractors and invitees;
- (m) **"Development"** means the development of the Land;
- (n) **"Guidelines"** means and guidelines issued by the Owners Corporation in accordance with Rule 22;
- (o) **"Grievance Committee"** means any grievance sub committee appointed by the Committee;
- (p) **"Invitees"** includes agents, guests, employees, agents or licencees;
- (q) **"Land"** means the whole of the land described in the Plan of Subdivision;
- (r) **"Land affected by the Owners Corporation"** means the Lots of which the owners for the time being are Members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible;
- (s) **"Law"** means the provisions of any statute, Rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;
- (t) **"Lot"** means a lot on the Plan of Subdivision which is affected by the Owners Corporation;
- (u) **"Lot Liability"** means the lot liability specified on the Plan of Subdivision;
- (v) **"Lot S10"** means lot S10 on the Plan;
- (w) **"Manager"** means the manager of the Owners Corporation from time to time, and where a function has been delegated to the Building Manager, refers to the Building Manager;
- (x) **"Member"** means owner of a Lot affected by the Owners Corporation;
- (y) **"Occupier"** means any tenant, sub-tenant, licensee or other person or persons occupying a Lot from time to time;
- (z) **"Owners Corporation"** means Owners Corporation No.1, Plan of Subdivision PS643901X/S3;
- (aa) **"Owners Corporation Committee"** means the committee of the Owners Corporation, and includes (where applicable) any sub committee appointed by the committee of the Owners Corporation;
- (bb) **"Plan" or "Plan of Subdivision"** means the plan of subdivision for the Development, being PS643901X/S3;
- (cc) **"Regulations"** means the *Owners Corporations Regulations (Vic) 2007*;
- (dd) **"Resident"** means the Member and any Occupier of a Residential Lot from time to time;
- (ee) **"Residential Lot"** means a Lot or part of a Lot that is a residential apartment;

- (ff) **"Retail/Commercial Lot"** means a Lot or part of a Lot that is used as a retail or commercial premises , which at the time of creation of the Owners Corporation is Lots 1R, 2R, 3A, 3B and 4R;
- (gg) **"Rules"** means these rules, the Guidelines and any other ancillary documents;
- (hh) **"Security Key"** means a key, magnetic card or other devise used to open and close doors, gates or locks in respect of a Lot or the Common Property;
- (ii) **"Shared Facilities "** means the shared driveway and shared loading bay described in the Shared Facilities Agreement which may be used by:
 - (i) the Developer, Grocon (Carlton Brewery) Developments Pty Ltd and the Royal Melbourne Institute of Technology and any other party permitted by the Shared Facilities Agreement; and
 - (ii) the Members to the extent permitted by the Shared Facilities Agreement, the Shared Facility Rules and Rule 16;
- (jj) **"Shared Facilities Agreement"** means the shared facilities agreement which governs the use and management of the Shared Facilities between the Developer, Grocon (Carlton Brewery) Developments Pty Ltd and the Royal Melbourne Institute of Technology and includes their delegates, successors or assigns;
- (kk) **"Shared Facility Rules"** means rules relating to the use of the shared driveway and shared loading bay which are contained in the Shared Facility Agreement, copies of which are attached to these Rules at Annexure A and which may be amended or revised from time to time in accordance with the Shared Facility Rules or any ancillary document;
- (ll) **"Site Co-Ordination Agreements"** means any or all agreements entered into between a number of parties in relation to integration issues concerning the Land and land adjoining the Land, including the Owners of the Land as at the date of the agreement and the Owners Corporation, as those agreements are varied from time to time, any replacement deed or agreement (with changes to the parties or the same parties) and any document acknowledging those agreements;
- (mm) **"Storage Cage"** means a Lot or part of a Lot that is intended to be used for storage purposes;
- (nn) **"Vehicle"** means a motor vehicle, including but not limited to a car, motorcycle, truck, trailer or bus; and
- (oo) **"You" or "Your"** means an owner or Occupier of a Lot.

2. Rules and Laws

2.1 Rules

- (a) These Rules exist for the purpose of controlling, managing and administering the use and enjoyment of Common Property and to ensure that the amenity and the living standards of the Development are maintained at premium levels.
- (b) These Rules are binding on:
 - (i) You and other Members;
 - (ii) users of, or Invitees to, Lots from time to time; and
 - (iii) the Owners Corporation.
- (c) These Rules may be amended from time to time by the Owners Coporation by the passing of a special resolution.

2.2 Laws

- (a) You must, at Your own cost and in a timely manner, strictly comply with all Rules and Laws relating to:
 - (i) Your Lot;
 - (ii) the use of Your Lot; and
 - (iii) the use of Common Property and services to the Building.
- (b) The Laws referred to in Rules 2.2(a) include but are not limited to, planning Laws, development, building or other approvals, consent requirements, notices and orders of statutory or governmental authorities.

2.3 Responsibility of others

- (a) You must ensure that:
 - (i) You; and
 - (ii) Your Invitees,familiarise yourselves and comply with these Rules and all Laws relating to Your Lot.
- (b) You are responsible for any breaches or failures to comply with these Rules or any Laws relating to Your Lot by You, any Occupier or any Invitees to Your Lot.

2.4 Contact Details

- (a) You must provide Your contact details and the contact details of any Occupier of Your Lot, including name, mobile phone number, residential mailing address (P.O. Boxes not accepted) and email address to the Manager, within one month of:
 - (i) You becoming a member of the Owners Corporation; or
 - (ii) You entering into a lease in respect of a Lot.
- (b) If any of Your contact details change, You must provide the Owners Corporation with your alternative contact details as soon as possible.
- (c) If you lease Your Lot, You must notify the Manager of the details of:
 - (i) the tenants; and
 - (ii) the expected term of each occupancy under the lease,within one month of entering into the new lease arrangement.

3. Your behaviour

- (a) You must not:
 - (i) obstruct, or permit any person to obstruct, the lawful use and enjoyment of any part of the Common Property;
 - (ii) engage in any illegal activity on Common Property, or permit a Lot to be used for a purpose which may be illegal or injurious to the reputation of the Development and / or the Building;
 - (iii) engage in any activity which may cause any disturbance, a nuisance or hazard to another Member, Occupier or either of their family or visitors;
 - (iv) use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using Common Property;

- (v) do the following on the Common Property:
 - (A) consume alcohol;
 - (B) take glassware;
 - (C) dispose of rubbish, except where permitted by the Owners Corporation;
 - (D) smoke; or
 - (E) use or permit to be used skateboards, scooters, roller skates or roller blades.

- (b) You must, when on any part of the Common Property or on any part of a Lot when visible from another Lot or from Common Property, be suitably clothed so as to not cause any offence to a reasonable person.

3.2 Noise and nuisance control

- (a) You must not:
 - (i) create or permit any noise or behaviour, in or about the Common Property or any Lot, that is likely to interfere with the quiet enjoyment and amenity of any:
 - (A) person lawfully using the Common Property; or
 - (B) any Member, Occupier or either of their family and visitors;
 - (ii) use any machinery, including but not limited to a hammer, drill or jack hammer, in a Lot between the hours of 4.00pm and 10.00am on weekdays or on weekends; or
 - (iii) make or permit to be made noise from music or other source which may be heard outside Your Lot between the hours of midnight and 8.00am.
- (b) You must not install or operate any intruder alarm which emits an audible signal or any external speakers or audio amplifiers on a balcony or adjoining areas.
- (c) Rule 3.2(b) does not apply if the Owners Corporation has given written consent for the noise to be made.

4. Use of Common Property

4.1 Your use of Common Property

- (a) You must not use Common Property or permit it to be used in a manner which:
 - (i) obstructs or interferes with the lawful use of the Common Property by any person entitled to use the Common Property; or
 - (ii) is in breach of these Rules.
- (b) You must not, without the prior written consent of the Owners Corporation, interfere with the operation of any equipment installed on Common Property or pertaining to the use of Common Property or any Lot other than Your Lot.
- (c) You must not without the prior written consent of the Owners Corporation, remove any article from Common Property.
- (d) You must use all reasonable endeavours to ensure that those articles that have been placed on Common Property at the direction or authority of the Owners Corporation are used only for their intended purpose and are not damaged.
- (e) You must not, without the prior written consent of the Owners Corporation, enter into or permit anyone to enter into:

- (i) any plant room;
- (ii) machine housing or waste disposal room;
- (iii) electricity switch room; and/or
- (iv) machine room,

in or on Common Property.

- (f) You must not, without the prior written consent of the Owners Corporation, adjust or cause adjustment to:

- (i) the thermostat;
- (ii) board control;
- (iii) communication system;
- (iv) electricity;
- (v) gas or heating;
- (vi) cooling controls;
- (vii) elevators or lift systems; or
- (viii) security systems,

in or on Common Property.

4.2 Vehicles on Common Property

- (a) You must not park or leave a Vehicle, or permit a Vehicle to be parked or left:

- (i) on Common Property;
- (ii) on a Lot not legally owned or occupied by You;
- (iii) in a manner which obstructs and / or interferes with access, including but not limited to driveways, pathways, entrances or exits to a Lot and / or Common Property;
- (iv) in a manner which obstructs any access aisles in the Car Park; and/or
- (v) in an area allocated by the Owners Corporation for visitor parking,

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

- (b) The Owners Corporation at its absolute discretion reserves the right to:

- (i) move or direct You to move any vehicle parked on the Common Property if required in the event of an emergency or if works are required to the Common Property; and
- (ii) move or remove vehicles in breach of Rule 4.2(c) and arrange tow away of the vehicle to the external perimeter of the Building at Your sole cost and expense, with such expense being recoverable as a debt to the Owners Corporation.

- (c) You must not:

- (i) permit oil leakages from any Vehicle or bring petroleum or other flammable, volatile or explosive oils, substances or dangerous goods onto any part of the Common Property, other than petroleum or liquid petroleum gas in the fuel tank or in the mechanism of any motor vehicle;

- (ii) at any time reverse or drive in a manner which is careless, reckless and/or dangerous at any time in or on Common Property, including when entering or exiting the Building or the Carlton Brewery Precinct;
 - (iii) cause any nuisance, damage, obstruction, annoyance or inconvenience to another Member or Occupier;
 - (iv) bring any unroadworthy, smoking or excessively noisy vehicles onto the Common Property or allow such vehicle to remain there;
 - (v) cause an obstruction to getting into or out of the Common Property;
 - (vi) leave the engine of a vehicle running while it is stationary;
 - (vii) sound a horn, except in an emergency; or
 - (viii) repair or wash vehicles on the Common Property or fill or drain oil or petroleum.
- (d) You must:
- (i) reimburse on demand, the Owners Corporation for the cost of cleaning and removing any oil stain caused by Your Vehicle in contravention of Rule 4.2(d)(i); and
 - (ii) comply with all directions given by the Owners Corporation and traffic signs, signals, notices or otherwise displayed by the Owners Corporation in connection with the day-to-day use of the Car Parking Space on the Land.
- (e) Vehicles are left in the Car Park at the risk of the owner of the Vehicle and the Owners Corporation is not responsible for:
- (i) any damage to a Vehicle while inside the Car Park or while entering or leaving the Car Park; or
 - (ii) the theft of any Vehicle or of any item within any Vehicle parked in the Car Park.

4.3 Vehicle lifts

- (a) You must complete an induction prior to using any Vehicle lifts located on the Common Property and must complete and sign any induction form required by the Owners Corporation evidencing completion of the Vehicle lift induction; and
- (b) The Owner Corporation may restrict the use of any Vehicle lift or close the Vehicle lift when the lift is being maintained, repaired, replaced or in unexpected circumstances or emergency events.

4.4 Pets and animals in the Building

You must not keep any animal if it is a danger or causes a nuisance to other Members, Occupiers or other persons using the Building or Common Property from time to time. You must remove any animal from the Land immediately on receipt of written notice from the Manager that the animal is causing a nuisance.

5. Sky Deck – Level 31

You and Your Invitees are not permitted to access the 'Sky Deck' located on Level 31 of the Development.

6. Restricted use of Common Property

6.1 For security and safety reasons

- (a) The Owners Corporation may take measures to protect and secure Common Property and Lots against security risks, fire and other hazards, and without limitation may:
 - (i) close off or restrict access to any Common Property not required for access to a Lot on either a permanent or temporary basis;

- (ii) permit, to the exclusion of others, any designated part of Common Property to be used by the Manager or any security personnel to operate or monitor security and general safety of the Common Property or Lots;
 - (iii) install and operate on Common Property audio visual security cameras and other audio visual surveillance equipment for the security of Common Property and /or Lots; and
 - (iv) restrict by means of key or other security device, Your access to certain amenities or levels of the Building on which Your Lot is not located or which You do not need to access in connection with Your use of or access to Your Lot or any part of the Common Property for which You have exclusive use or special privileges.
- (b) You must:
- (i) abide by any action taken by the Owners Corporation pursuant to Rule 6.1; and
 - (ii) take reasonable care to make sure that fire and security doors are locked and closed when they are not being used,
- and You must not:
- (i) do anything which may prejudice the security and safety of Common Property; or
 - (ii) interfere with security cameras or surveillance equipment.

6.2 Security Keys

- (a) If the Owners Corporation restricts access to parts of the Common Property, it may determine the number of Security Keys and security devices permitting access to such parts of the Common Property as it determines necessary for Your Lot free of charge.
- (b) The Owners Corporation may charge a fee for any number of Security Keys or security devices permitting access to such parts of the Common Property issued in excess of the number allocated by it for Your Lot.
- (c) Security Keys and security devices referred to in Rules 6.2(a) and 6.2(b) are and remain the property of the Owners Corporation.
- (d) You must:
 - (i) take all reasonable steps not to lose the Security Keys and / or security devices issued to You under Rules 6.2(a) and 6.2(b);
 - (ii) return to the Owners Corporation the Security Keys and / or security devices issued to You under Rules 6.2(a) and 6.2(b) if You no longer need them or if You no longer own or occupy a Lot;
 - (iii) notify the Owners Corporation immediately if You lose a Security Key or security device issued to You under 6.2(a) and 6.2(b); and
 - (iv) include a requirement in any lease document with respect to Your Lot the express requirement to return all Security Keys and security devices to You at the termination of the lease.
- (e) You must not, without the prior written consent of the Owners Corporation:
 - (i) copy Security Keys or security devices issued to You under Rules 6.2(a) and 6.2(b);
 - (ii) permit Security Keys or security devices issued to You under Rules 6.2(a) and 6.2(b) to be copied; or
 - (iii) give Security Keys or security devices issued to You under Rules 6.2(a) and 6.2(b) to someone who is not a Member or Occupier.

7. Damage to Common Property

- (a) Subject to these Rules, You must not:
- (i) damage or deface;
 - (ii) mark or paint;
 - (iii) drive nails or screws into; or
 - (iv) do anything of a like nature to,
- any Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation without the written consent of the Owners Corporation.
- (b) Any consent given by the Owners Corporation to:
- (i) damage or deface;
 - (ii) mark or paint;
 - (iii) drive nails or screw into; or
 - (iv) do anything of a like nature to,
- Common Property does not permit You to make any additions to the Common Property.
- (c) You must:
- (i) notify the Owners Corporation of any damage or defect in the Common Property, any personal property vested in the Owners Corporation or any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or other services; and
 - (ii) compensate the Owners Corporation for any damage caused by You or persons in Your control to any Common Property or personal property vested in the Owners Corporation.
- (d) Subject to these Rules, You are not prevented from installing:
- (i) any locking or safety device for protection of Your Lot against intruders or to improve safety within Your Lot;
 - (ii) interior blinds within Your Lot, subject to such blinds meeting specifications approved by the Owners Corporation in writing from time to time;
 - (iii) any structure or device to prevent harm to children within Your Lot.
- (e) Any installation permitted by these Rules must:
- (i) be soundly built and meet acoustic standards as approved by the Owners Corporation in writing;
 - (ii) be installed in a proper manner so as not to diminish or interfere with the integrity of the Building;
 - (iii) have an appearance, after installation, which is consistent with the colour, style and materials of the Building and does not detract from the appearance of the Common Area;
 - (iv) comply with the Manager's stipulations from time to time; and
 - (v) not affect any Owners Corporation's insurance policy.
- (f) Subject to these Rules, You must:
- (i) maintain and keep in a state of good and serviceable repair, any installation referred to in Rules 6.2(d) that forms part of the Common Property and that services Your Lot; and

- (ii) repair any damage caused to any part of the Common Property by the installation or removal of any such installation that forms part of the Common Property and that services Your Lot.

8. Your Lot

8.1 Access to Lot

- (a) You must permit the Owners Corporation, or any person authorised by the Owners Corporation, entry to Your Lot upon receiving written notification from the Owners Corporation of their intention to do so.
- (b) The Owners Corporation must provide You with written notification of their intention to enter Your Lot in accordance with applicable Laws.
- (c) Subject to these Rules, the Owners Corporation can request entry to Your Lot for the purpose of inspecting and / or attending to the repair, maintenance or replacement of:
 - (i) Your Lot or any other Lot;
 - (ii) Common Property; and
 - (iii) services within the Building,and the Owners Corporation and any of its authorised personnel must use their best efforts to cause as little inconvenience to You and / or Your Invitees as is reasonable in the circumstances.

8.2 Change of use of Lot

- (a) You must not change the use of Your Lot in a way that may affect any insurance cover or premium of the Owners Corporation.
- (b) Subject to these Rules, You must not use Your Lot, or allow any Occupier to use Your Lot, in regard to:
 - (i) uses that result in hazardous activity;
 - (ii) uses for commercial or industrial purposes; and
 - (iii) uses for retail purposes,and in the event of any such use You must immediately notify the Owners Corporation.
- (c) Rule 8.2(b) does not apply to Retail / Commercial Lots or Lot S10.

8.3 Health, safety and security

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

8.4 No short-term leases

You must not:

- (a) lease, sub-lease, licence, rent, hire or otherwise deal with a lot or permit a lot to be leased, sub-leased, licenced, rented, hired, or otherwise dealt with, for any period less than 28 days.
- (b) allow more than the lesser of:
 - (i) the maximum number of occupiers permitted by the relevant Laws; or
 - (ii) 6 people,to occupy Your Lot at any time without the prior written consent of the Owners Corporation.
- (c) Rule 8.4 does not apply to Retail / Commercial Lots or Lot S10.

8.5 Retail and Commercial use of Residential Lot

- (a) You or an Occupier of Your Lot are not permitted to use a Residential Lot or Common Property for the purposes of conducting any trade, profession or business, nor permit any other person to do so, unless:
 - (i) You or the person conducting the trade, profession or business is a full time resident of the Lot, and only operates a home office with a maximum of one (1) employee; and
 - (ii) the relevant planning scheme does not prohibit the relevant trade, profession or business, or You have obtained all necessary permits and consents from the relevant authorities to enable the relevant trade, profession or business to be carried on from Your Lot.

8.6 Building Works to Your Lot

- (a) You must obtain the Owners Corporation's prior written consent to any Building Works to be undertaken within or about or related to Your Lot.
- (b) You must attend to the payment of all the Owners Corporation's costs associated with Your request for their consent to the Building Works.
- (c) In considering Your request for consent to the Building Works, You must provide the Owners Corporation with:
 - (i) copies of all plans and specifications relating to the Building Works;
 - (ii) copies of all required permits, approvals and / or consents under all relevant Laws, including but not limited to, council by-laws and regulations for the Building Works;
 - (iii) any further particulars relating to the Building Works as requested by the Owners Corporation from time to time; and
 - (iv) evidence and proof that any installation will not affect the external appearance of the Building.
- (d) You must not proceed, or permit any contractor or other third party to proceed, with any Building Works until You have:
 - (i) received written consent to the Building Works from the Owners Corporation;
 - (ii) if required by the Owners Corporation, entered into a "Building Works Agreement" with the Owners Corporation with respect to the Building Works;
 - (iii) paid the Owners Corporation the nominated bond (if any) as determined by the Owners Corporation Committee;
 - (iv) paid any costs incurred by the Owners Corporation or Manager in respect of providing its consent to any Building Works;
 - (v) caused to be effected and maintained during the period of the Building Works, WorkCover insurance and public liability insurance to the satisfaction of the Owners Corporation;
 - (vi) delivered a copy of the insurance policies and certificates of currency with respect to the insurance policies referred to in Rules 8.6(d)(v) to the Owners Corporation; and
 - (vii) implemented appropriate measures to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from building operations to other Members or Occupiers.
- (e) The Building Works Agreement referred to in Rule 8.6(d)(ii) is to include directions of the Owners Corporation with respect to:
 - (i) building operations;

- (ii) means of access to those parts of the Building subject of the Building Works;
 - (iii) use of Common Property;
 - (iv) on-site management and Building protection;
 - (v) hours of work; and
 - (vi) the supervision of Your contractors, servants or agents.
- (f) The following restrictions apply to all Building Works:
- (i) building materials must not be stacked or stored in the front, side or rear of the Building;
 - (ii) scaffolding must not be erected on the Common Property or the exterior of the Building;
 - (iii) construction work must comply with all Laws of the relevant statutory and governmental authorities;
 - (iv) the exterior and the Common Property of the Building must at all times be maintained in a clean, tidy and safe state;
 - (v) construction Vehicles and construction workers' Vehicles must not be brought onto, or parked in or on the Common Property; and
 - (vi) cardboard cartons and rubbish must not be left on the Common Property by tradesmen and You are responsible for ensuring that all rubbish is removed by the trades or service people.
- (g) When carrying out Building Works You must:
- (i) use qualified, reputable and, where appropriate, licenced contractors which have been approved by the Owners Corporation in writing;
 - (ii) carry out Building Works in a proper manner and to the satisfaction of the Owners Corporation;
 - (iii) carry out Building Works in accordance with the Building Works Agreement;
 - (iv) repair any damage You or any person carrying out Building Works on Your behalf may cause to the property or property of the Owners Corporation or another Member or Occupier, or to other parts of the Building;
 - (v) ensure that Your contractors, servants or agents adhere to these Rules and the terms and conditions of the Building Works Agreement; and
 - (vi) ensure that all contractors and / or tradesmen only use the areas designated by the Owners Corporation for their entry and exit to the Building,

and You indemnify the Owners Corporation for any Claims made against or suffered by the Owners Corporation or any costs and / or liabilities incurred by the Owners Corporation in connection with any Building Works or in making good any damage to Common Property or property of another Member or Occupier, or to any other part of the Building, caused as a result of the Building Works carried out by or for You.

8.7 Cleaning and repairing of Lot

- (a) You must keep Your Lot clean and tidy and in good repair and condition.
- (b) You must clean all exterior surfaces of glass in windows and doors on the boundary of Your Lot, including glass that is Common Property, unless:
 - (i) the Owners Corporation resolves to keep the glass or part of the glass clean; and/or

- (ii) that glass or part of the glass cannot be accessed by You safely or at all, as determined at the sole discretion of the Owners Corporation.
- (c) You must ensure that You take reasonable care and at all times minimise the level of disturbance to other Members or Occupiers when cleaning the interior and exterior of Your Lot.

8.8 Appearance of Your Lot

- (a) You must not, without prior consent of the Owners Corporation:
 - (i) keep anything in Your Lot that is visible from outside the Lot and which is not in conformity with the general appearance and keeping of the Building;
 - (ii) attach or hang from the exterior of Your Lot any aerial, speaker, acoustic device, TV screens or any security device or wires;
 - (iii) install bars, screens or grills or other safety devices to the exterior of any windows or doors of Your Lot; or
 - (iv) construct or erect any shed, storage cage, enclosure or structure of any nature or description on a balcony, Car Parking Space or terrace garden area forming part of Your Lot.
- (b) You must not, other than as permitted by the Owners Corporation, install or allow the installation of any:
 - (i) awnings; or
 - (ii) curtains, blinds or other window furnishings,within Your Lot where such installations are visible from the from the outside of Your Lot and have the effect of changing the façade or external appearance of the Building.
- (c) Notwithstanding Rule 8.8(b), as at the date of these Rules, the approved window furnishings for your Lot are as follows:
 - (i) black or charcoal appearance to the exterior of the building; and
 - (ii) roller-blind style.These specifications may be amended by the Owners Corporation at any time pursuant to Rule 22.
- (d) You must not install any:
 - (i) external wireless, television aerials, sky dish receivers, satellite dishes or receiver, speakers or any other apparatus than can be viewed from the exterior of the Building; or
 - (ii) any pipes, wiring, cables or the like to the external face of the Building.
- (e) You must not:
 - (i) allow any glazed portions of Your Lot, or the Common Property that surrounds the Lot, to be tinted or otherwise treated with the affect that the visual characteristics of the glazing will change; or
 - (ii) paint, finish or otherwise alter the external façade of the Building or improvements forming part of Your Lot or Common Property.

8.9 Appearance of Your balcony

- (a) You must not:
 - (i) hang any items, including but not limited to clothes, laundry and bedding; or
 - (ii) bolt down any items,

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

- (b) You may keep items such as, but not limited to, occasional furniture, outdoor recreational equipment, planter boxes, pot plants and landscaping on the balcony of Your Lot, provided they:
 - (i) have an appearance which is consistent with the colour, style and materials of the Building;
 - (ii) are of a type approved by the Owners Corporation;
 - (iii) will not cause damage to any part of the Building;
 - (iv) are not dangerous or unsightly (as determined by the Owners Corporation acting reasonably); and
 - (v) are appropriately secured from blowing off in the wind.
- (c) You must remove, at Your cost, any items from the balcony of Your Lot at the request of the Owners Corporation or any of its authorised personnel so as to enable them to attend to the repair and / or maintenance of:
 - (i) Common Property; or
 - (ii) Your or another Lot.

8.10 Your Car Parking Space

- (a) You must not:
 - (i) use Your Car Parking Space for any purpose other than the parking of registered and roadworthy Vehicles;
 - (ii) store any items except a Vehicle in Your Car Parking Space;
 - (iii) permit anyone other than Yourself, Your tenants or sub-tenants or Your or their respective employees, agents or visitors, or any occupant of or visitor to Your Carlton Brewery Precinct Lot, to use Your Car Parking Space; and
 - (iv) without the prior written consent of the Owners Corporation:
 - (A) enclose Your Car Parking Space; or
 - (B) install a storage cage on Your Car Parking Space.
- (b) You must ensure that Your Car Parking Space is free from oil marks and is maintained in a clean and tidy condition.
- (c) You must remove any vehicle from Your Car Parking Space that becomes derelict, non-operational for any extended period, a hazard or may be dangerous to Members or Occupiers.

9. Waste disposal and management

- (a) You must not leave, deposit or throw garbage onto Common Property except in a receptacles, rubbish chutes, bins and garbage rooms or such that are specifically provided for that purpose;
- (b) You must, at all times, comply with the Owners Corporation's rules and / or directions with respect to the depositing of garbage, but otherwise You must comply with the following directions:
 - (i) Glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation.
 - (ii) Recyclable items can be disposed of via the designated recycling chute, being, without limitation, glass bottles, paper, flattened cardboard (of appropriate size) and plastic containers and aluminium cans.

- (iii) Bagged household rubbish (including organic waste and non-recyclable waste) can be disposed via the chute, provided that all waste disposed of via the chutes is contained in tied plastic bags.
 - (iv) All other garbage and recyclable materials must be drained and securely wrapped in small parcels and deposited in the garbage and recycling chutes situated on the Common Property.
 - (v) All cardboard boxes and packaging must be broken down and neatly packed in the garbage area.
 - (vi) No body part, such as hands or arms, to be placed into a chute beyond the door frame of a chute.
 - (vii) No cigarette butts, ignition sources or fluids or items weighing over 3 kilograms or with a volume of greater than 35 centimetres x 35 centimetres x 35 centimetres may be disposed of via a chute.
 - (viii) Subject to Rule 9(b)(xi), all items which are prohibited from being disposed of via the chute may be disposed of in the bins within the garbage rooms located within the Car Park.
 - (ix) No items are to be left in front of chutes and clear access to chutes and emergency exit doors is required at all times.
 - (x) No flammable items to be disposed of through the chutes or deposited in the garbage room.
 - (xi) Hard rubbish (for example glass, brick, crockery, appliances or similar) must not be disposed of through the chutes and You are responsible for the disposal of hazardous/hard rubbish or large items and must make private arrangements for disposal of such items.
- (c) You and Your Invitees:
- (i) must not throw or allow to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies or stairwells onto another Member's Lot or onto the Common Property; and
 - (ii) must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Owners and Occupiers of other Lots.
- (d) Any additional costs incurred by the Owners Corporation for:
- (i) additional waste management services, rectifying damage or additional cleaning or painting; or
 - (ii) clearing a blocked bin chute and, if required, reinstating the affected chute,
- required as a result of a breach of this Rule 9 by You or Your Invitees will be recovered from You by the Owners Corporation.

10. Support and provision of services

10.1 Metering of services

- (a) Where Your Lot is not separately metered in relation to services, including but not limited to gas, electricity and / or water, You shall pay a portion of such service and supply charges relating to the service on a proportional rate derived by dividing the Lot Liability of Your Lot by the total Lot Liability of all Lots serviced jointly.

- (b) Subject to these Rules, if a supplier has issued an account to the Owners Corporation for the provision of services for which You are liable (whether in whole or in part), the Owners Corporation cannot recover from You an amount which includes any amount that is able to be claimed as a concession or rebate by You from the relevant supplier, except where the concession or rebate:
 - (i) must be claimed by You and the Owners Corporation has given the ability to make the claim and You have failed to do so by the payment date as set by the supplier; or
 - (ii) is paid directly to the Member or Occupier as a refund.

10.2 Provision of services

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

10.3 Support of services

You must not do anything or permit anything to be done to Your Lot or Common Property, without the written consent of the Owners Corporation, so that:

- (a) any support or shelter provided by Your 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 Your Lot or the Common Property is interfered with.

11. Storage

11.1 Storage of bicycles

You must not permit any bicycle to be:

- (a) stored other than in areas on Common Property designated by the Owners Corporation or the Manager for such purpose and fitted with bicycle racks; and
- (b) brought into a Lot or onto Common Property other than for the purpose of storing it in Your Lot or the areas on Common Property allocated by the Owners Corporation or the Manager for such purpose.

11.2 Storage of flammable liquids

- (a) Subject to Rule 4.2(c)(i) and 11.2(c), You must not, except with the prior written consent of the Owners Corporation, use or store on Your Lot or on any part of Common Property any flammable chemicals, liquid or gas or other flammable material.
- (b) You may use or store on Your Lot or any part of Common Property any chemicals, liquids, gases or other material used or intended to be used:
 - (i) (in the case of a Residential Lot) for domestic purposes, but in all cases excluded gas bottles used for portable lighting, barbeques or cookers;
 - (ii) (in the case of a Retail / Commercial Lot or Lot S10) for the purposes of the business conducted within Your Lot; or
 - (iii) (in the case of a Car Parking Space) in the fuel tank of a Vehicle or internal combustion engine.
- (c) Subject to these Rules, if You are permitted to keep flammable liquids on Your Lot You must do so in accordance with all Laws, the guidelines of any government agencies and with the consent of the Manager.

12. Signs

- (a) You must not, without the consent of the Owners Corporation:
 - (i) erect or fix any signs or notices to the exterior of Your Lot or on any part of Common Property where it can be viewed from an exterior position;
 - (ii) erect any "for sale" or "for lease" boards on the exterior of Your Lot or any part of Common Property or any part of the exterior of the Building; or
 - (iii) permit any advertising material, logos or sign writing to any external window or glazing or external solid face of a Lot.
- (b) Rule 12(a) does not apply to a Retail / Commercial Lot, provided the sign or notice to be erected on a Retail / Commercial Lot:
 - (i) is not erected on the external window or glazing, unless such sign or notice is for the purpose of identifying the business carried on from the Retail / Commercial Lot and the hours of operation of the business;
 - (ii) is otherwise erected on the internal window or glazing of the Retail / Commercial Lot only; and
 - (iii) complies with the requirements of the relevant authorities.
- (c) You acknowledge that, notwithstanding anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act, Regulations and Subdivision (Body Corporate) Regulations, has the power and authority to grant the Developer the right to erect signs on the Common Property

13. Fire control

- (a) You must not:
 - (i) keep flammable material on Your Lot or any part of Common Property except as permitted by these Rules;
 - (ii) interfere with fire safety equipment within the Building; or
 - (iii) obstruct fire stairs or fire escapes within the Building.
- (b) You must ensure that:
 - (i) You comply with all Laws about fire control; and
 - (ii) all fire safety equipment in Your Lot or on parts of Common Property over which You have exclusive use is at all times operational.
- (c) You must take all reasonable steps necessary to avoid false alarm call outs to the fire brigade.
- (d) The Owners Corporation reserves the right to seek costs from You for false alarm call outs to the fire brigade caused by Your intentional and or negligent act.

14. Moving in to and vacating Your Lot

- (a) You must not attend to the moving of any residential or household furniture or goods in and out of the Building and through Common Property unless You:
 - (i) obtain the Owners Corporation's prior written consent to the moving;
 - (ii) properly complete any induction required by the Manager in respect of using Common Property;

- (iii) notify the Manager, and make appropriate arrangement with him or her at least three (3) days prior to Your intended moving date;
 - (iv) ensure that a representative of the Owners Corporation or the Manager is present during the moving;
 - (v) ensure that You or Your contractors or agents do not deface any part of the Building, Common Property or property of other Members or Occupiers during the course of moving, and You will be responsible the cost of any damage or destruction;
 - (vi) ensure that you do not impede access to any Retail /Commercial Lots; and
 - (vii) ensure that:
 - (A) the moving is conducted in accordance with any directions of the Owners Corporation or the Manager and during permitted hours; and
 - (B) you dispose of all waste and rubbish and no waste or rubbish is left in any Common Property after the completion of the moving.
- (b) If Your Lot is a Residential Lot:
- (i) the moving in or out of furniture from or into the Building is only permitted between 9:30 am and 4:30 pm (Monday to Friday). All moves must be completed by 4:30 pm;
 - (ii) You must only move items and furniture into Your Lot which would be ordinarily used for domestic and household purposes;
 - (iii) You must inform all carriers and trades people that they must contact the Manager prior to arrival at the Building and if Your carriers or trades people do not arrive at the time You scheduled in accordance with Rule 14(b)(iii)14(a)(iii), You will have to reschedule a new time with the Manager; and
 - (iv) the Manager will advise which lift, if any, is to be used for any moving and will arrange for protective covers to be installed in the lift and furniture or other items may only be moved into the Building when the protective covers to the appropriate lift have been fitted.
- (c) If Your Lot is a Retail / Commercial Lot, You and Your Invitees must comply with the reasonable directions of the Manager in respect of moving Your stock and goods in and out of Your Lot in order to minimise disruption to any Residents.
- (d) Removalists must not prop open doors to the Building or lock off lifts except in accordance with instructions from the Manager.
- (e) No items are to be placed up against Common Property walls or left unattended in the lobby at any time.
- (f) You must promptly notify the Owners Corporation or the Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.
- (g) You will be liable for the cost of:
- (i) any damage caused to the Common Property by the moving or transportation of Your furniture and goods in and around the Building caused by You or Your Invitees; and
 - (ii) the cleaning of the Common Property or removal of any waste, rubbish or abandoned items from the Common Property following a move,

and You indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage or carrying out such cleaning or removal of waste.

15. Insurance premiums

- (a) You must not, without prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premiums for any insurance policy effected by the Owners Corporation.
- (b) You must, on demand, reimburse the Owners Corporation for any increase in insurance premiums resulting from any consent provided to You by the Owners Corporations pursuant to these Rules.

16. Site Co-Ordination Agreements & Shared Facility Agreements

- (a) You acknowledge:
 - (i) the existence of the Site Co-Ordination Agreements and Shared Facility Agreement (copies of which are available for inspection by You at the offices of the Manager at Your request);
 - (ii) that the Site Co-Ordination Agreements and Shared Facility Agreement are in existence for the better management and operation of the Carlton Brewery Precinct;
 - (iii) that You have read and understood the Shared Facility Rules;
 - (iv) that the Owners Corporation or a shared facilities manager or any other delegatee may be appointed to manage, operated, maintain or administer the Shared Facilities;
 - (v) that You may be required to execute a deed by which You agree to observe and comply with the Shared Facility Rules;
 - (vi) that owners corporation levies, fees or contributions paid or payable by You may be applied towards the repair and maintenance of the Shared Facilities; and
 - (vii) that any rule, restriction, obligation or direction contained in these Rules will apply to both the Common Property and the Shared Facilities, to the extent required by the Owners Corporation or any appointed shared facilities manager,to the extent permitted or prescribed by the Site-Coordination Agreement, Shared Facilities Agreement, the Shared Facilities Rules and the Act.
- (b) You and Your Invitees must not do anything inconsistent with the Site Co-Ordination Agreements, the Shared Facility Agreement and the Shares Facility Rules.
- (c) You indemnify the owners of any Shared Facilities for any Claim, loss or damage arising from or incurred in connection with Your or Your Invitees' failure to comply with any Shared Facility Rule or Rule relating to the use of the Shared Facilities.

17. Continuing Development

You must:

- (a) not object to works (including, without limitation, continuing construction and development works relating to the Carlton Brewery Precinct) being undertaken by or on behalf of any other Member or Occupier within the Carlton Brewery Precinct, provided that the Member or Occupier uses reasonable endeavours to minimise disruption to the use and enjoyment of Your Lot; and
- (b) consent to and sign any forms, applications and other items relevant to a Member or Occupier of any lot within the Carlton Brewery Precinct:
 - (i) doing works (including, without limitation, repair, maintenance and redevelopment); or
 - (ii) applying for approvals, permits, consents or similar items (including, without limitation, planning permits and building permits),

in relation to the Carlton Brewery Precinct, provided that the owner undertaking the works uses reasonable endeavours to minimise disruption to the use and enjoyment of Your Lot.

18. Management

18.1 Appointment of Manager

You must not interfere with or stop the Manager from:

- (a) performing its obligations or exercising its rights under its agreement with the Owners Corporation; or
- (b) using Common Property that the Owners Corporation permits the Manager to use;

and, to the extent permitted by law, You must exercise its voting rights in a manner which is consistent with these Rules.

18.2 Committees and Sub-Committees

- (a) In the instance that the Owners Corporation wishes to or must elect a Committee to perform all or some of its functions, it must do so in accordance with all relevant Laws and regulations.
- (b) A Committee appointed by the Owners Corporation, from time to time, may elect sub-committees to assist it in the performance of its functions.
- (c) A Committee can delegate any or all of its functions to its sub-committees as permitted by Law.
- (d) Sub-committees must:
 - (i) be comprised only of Members;
 - (ii) not act outside of their delegation;
 - (iii) act honestly and in good faith in the performance of their functions;
 - (iv) act in accordance with the relevant Committee's instructions; and
 - (v) report to the relevant Committee with respect to the performance of their functions.
- (e) Members of sub-committees must vote in their capacity as members of the sub-committee and not as members of the relevant Committee.
- (f) Each Committee and sub-committee must comply with these Rules and all applicable Laws.

18.3 Building Manager

- (a) The Owners Corporation may appoint a Building Manager to perform any of its powers or functions, except those that require a unanimous or special resolution.
- (b) When appointing a Building Manager, the Owners Corporation must comply with all Laws and regulations governing their election.
- (c) All Building Managers appointed by the Owners Corporation must:
 - (i) comply with all relevant Laws and regulations; and
 - (ii) report to a Committee, where a Committee has been elected for this purpose, on the carrying out of its functions.

19. Consent of Owners Corporation

- (a) Any consent required from the Owners Corporation and which does not require the passing of special or unanimous resolution pursuant to these Rules may be given:
 - (i) by the Owners Corporation at a Committee meeting;

- (ii) by any person to whom the Owners Corporation has delegated the power or function, including but not limited to the Committee, a sub-committee, a member of a Committee or sub-committee, the Manager or the Building Manager; and
 - (iii) the Owners Corporation may apply conditions to any consent given under these Rules, and You must ensure that all such conditions are complied with.
- (b) The Owners Corporation may revoke any consent given by it under these Rules if You do not comply with:
- (i) any conditions attached to the consent; and
 - (ii) the Rules pursuant to which the consent was given.

20. Breach of Rules

- (a) If
- (i) You have breached or failed to comply with a Rule; or
 - (ii) the Owners Corporation has been required to incur administrative, management, service or legal costs or any other expenses, fees or penalties as a result of Your breach or failure to comply with any Rule,
- the Owners Corporation may:
- (iii) take all necessary action to rectify or avoid Your breach, which shall be at Your expense; including entering your Lot to carry out works;
 - (iv) do anything necessary on Your Lot, any other Lot or Common Property at Your expense that should have been done by You but which was not done, or which in the opinion of the Owners Corporation was not done, properly;
 - (v) engage any such service or consultant that it deems fit in order to rectify or avoid the breach or prevent any future breach by You, the Occupiers of Your Lot or any Invitees or as a result of Your act, omission or behaviour or that of Your Occupiers or Invitees; or
 - (vi) issue proceedings or impose such fine or penalty as it deems appropriate from time to time.
- (b) The Owners Corporation must provide You with written notice specifying when it will enter Your Lot to do any works under Rule 20(a)(iii), and You must:
- (i) provide the Owners Corporation with access to Your premises at all reasonable times in accordance with its written notice, at Your cost; and
 - (ii) pay the Owners Corporation for its costs of doing the works.
- (c) Where the Owners Corporation expends money to make good the loss or damage caused by a breach of the Act, its regulations or any of these Rules (including the Shared Facilities Rules), including without limitation:
- (i) administrative and management costs;
 - (ii) legal costs on a solicitor/own client basis;
 - (iii) additional time spent by the Manager as result of any act, omission or behaviour which is in breach of the Rules;
 - (iv) recovery of Owners Corporation contribution fees; and
 - (v) the costs of any services or works incurred as a result of, arising from and/or for the rectification of the breach by a Member, Occupiers /or Invitee,

the amount so expended will be a charge on the Lot and the Owners Corporation will be entitled to recover the amount as a debt due in an action in the Victorian Civil and Administrative Tribunal or any Court of competent jurisdiction from the relevant Member at the time when the breach occurred.

21. Complaints and dispute resolution

21.1 Complaints

- (a) You and/or the Manager or the Owners Corporation may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:
 - (i) a Member;
 - (ii) an Occupier;
 - (iii) the Manager;
 - (iv) the Building Manager; or
 - (v) any Committee,and all complaints must be:
 - (vi) in writing; and
 - (vii) in any approved form as required by the Owners Corporation from time to time.
- (b) All complaints must be brought to the attention of:
 - (i) the Grievance Committee, if such a Committee has been elected; and
 - (ii) the Owners Corporation in all other circumstances.
- (c) The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints.
- (d) The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make an application.

21.2 Dispute resolution

- (a) The Owners Corporation or the Grievance Committee, where one exists, must organise a meeting between parties to a complaint to discuss the complaint within twenty one (21) days of the complaint being made.
- (b) The Owners Corporation or the Grievance Committee cannot take any action with regard to the complaint until:
 - (i) a meeting of the parties to the complaint has been organised to discuss the complaint;
 - (ii) it is satisfied that the complaint remains unresolved; and
 - (iii) it is deemed that the Owners Corporation or the Grievance Committee has complied with its requirement to hold a meeting between the parties to the complaint, irrespective of whether all or one of the parties to the complaint does not attend the meeting as organised by the Owners Corporation or Grievance Committee.

22. Guidelines

Subject to the Act, the Owners Corporation Committee or Manager may at any time:

- (a) issue Guidelines for the Common Property; or
- (b) amend existing Guidelines from time to time,

in order to provide for the safety, security and use of the Common Property.

23. Leased Lots

- (a) To ensure that the living standards, safety and security of the Building are maintained by and for all Members and Occupiers, these Rules and any Guidelines, in addition to all others, will apply in regard to leasing or occupancy of lots by any Occupiers who are not Members.
- (b) You must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of Your Lot, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Security Key to You upon expiry of the Occupier's lease.

24. Rules Subject to Rights of the Developer

- (a) These Rules do not apply to and, are not enforceable against the Developer or its mortgagee or chargee, for so long as any of the following apply:
 - (i) the Developer and/or its equity partners (if any) is a Member or Occupier;
 - (ii) any mortgagee or chargee of the Developer has an interest in any Lot; or
 - (iii) the Developer and/or its equity partners (if any) is 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 Developer, their mortgagee, or chargee 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.
- (b) The Developer and its equity partners (if any), its mortgagees and chargees must be and are by this Rule, authorised by You and each and every Member of each and every owners corporation created by the Plan and by each and every owners corporation created by the Plan to:
 - (i) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
 - (ii) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
 - (iii) exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
 - (iv) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
 - (v) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit;
 - (vi) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
 - (vii) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

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, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- (c) The Owners Corporation must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development. You 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 24 or contravene any right or relieve afforded to the Developer under this Rule 24.
- (d) You hereby consent to and agree to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance by You.
- (e) 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.

25. Warranties and Novation or assignment of contracts

- (a) The Developer may at its discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials 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.
- (b) The Developer must and the Owners Corporation(s) must accept, assignment or novation of the contracts referred to in this Rule 25(a) at the first meeting of the Owners Corporation.
- (c) The Owners Corporation must maintain any contracts assigned or novated to it under this Rule 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.
- (d) 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.
- (e) 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 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.
- (f) You must contribute Your proportion of any cost incurred by the Owners Corporation in complying with this Rule 25 relative to Your Lot liability on the Plan.

26. Signage and Other Licences

- (a) The Owners Corporation may:
 - (i) grant the Developer a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;
 - (ii) grant the Developer a licence to host festivals, parties or other celebratory or promotional events in the main lobby area;
 - (iii) grant the Developer a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
 - (iv) 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.

- (b) You must not hinder or impede the Developer from exercising its rights under any agreement entered into under this Rule.
- (c) The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 26.
- (d) You 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 26.

27. Lot S10

You acknowledge that, subject to all Laws, the Member who is the registered proprietor of Lot S10 may:

- (a) use Lot S10 as a Commercial / Retail Lot;
- (b) further subdivide Lot S10;
- (c) create areas of common property within Lot S10, provided such common property only benefits Lot S10; and
- (d) undertake any works in or within the boundary of Lot S10 to further develop Lot S10 for any purpose permitted by Law without the prior consent of the Owners Corporation.

Annexure 1 Copy of Shared Facility Rules

Swanston Square, 555 Swanston Street, Carlton

Owners Corporation Rules

Owners Corporation No.2, Plan of Subdivision No PS643901X/S3

About this publication

Grocon (Victoria Street) Pty Ltd has prepared these Owners Corporations Rules for **Owners Corporation No.2, Swanston Square, 555 Swanston Street, Carlton**. This document is copyright. Except as permitted under the Copyright Act 1968 (Cth), no part of this document may be reproduced by any process, electronic or otherwise, without the specific written permission of the copyright owners.

1. Interpretations and definitions

1.1 Interpretations

Unless the context otherwise requires:

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

1.2 Definitions

- (a) **“Act”** means the *Owners Corporations Act 2006* (Vic);
- (b) **“Building”** includes the building forming part of the Land, and includes any part of that building and the structure, walls, out buildings, service installations and other appurtenances of that building;
- (c) **“Building Manager”** means any building manager appointed by the Owners Corporation Committee from time to time;
- (d) **“Building Works”** are any works, alterations, additions, removal, repairs, or replacement of:
 - (i) Common Property structures, including Common Property walls, floors and ceiling enclosing Your Lot;
 - (ii) Common Property services and services to the Building;
 - (iii) the internal walls inside Your Lot;
 - (iv) the structure of Your Lot; and
 - (v) services provided to Your Lot,and which exclude minor works or alterations to the interior of Common Property walls enclosing a Lot;
- (e) **“Building Works Agreement”** means an agreement entered into between You and the Owners Corporation which outlines the conditions to apply with respect to the Building Works;
- (f) **“Car Park”** means any area designated for the parking of Vehicles within the Building;

- (g) **"Car Parking Space"** means a Lot or part of a Lot that is a car parking space;
- (h) **"Carlton Brewery Precinct"** means the area bounded by Swanston, Queensberry, Bouverie and Victoria Streets (excluding the RMIT Design Hub, 170 Victoria Street, 201-203 Queensberry Street and 593 Swanston Street);
- (i) **"Carlton Brewery Precinct Lot"** means a lot on a plan of subdivision within the Carlton Brewery Precinct which is not a Car Parking Space, storage space lot or other ancillary lot;
- (j) **"Claim"** means any claims, actions, proceedings, suits, demands or injuries;
- (k) **"Common Property"** means the common property referred to on the Plan of Subdivision for which the Owners Corporation is responsible from time to time;
- (l) **"Developer"** means Grocon (Victoria Street) Pty Ltd ACN 120 542 707 of 3 Albert Coates Lane, Melbourne VIC 3000 or a related body corporate (as defined in the *Corporations Act 2001 (Cth)*) responsible for the Development and creation of the Lots and includes the Developer's successors and assigns and where it is consistent with the context, includes the Developer's employees, agents, builders, contractors, subcontractors and invitees;
- (m) **"Development"** means the development of the Land;
- (n) **"Guidelines"** means and guidelines issued by the Owners Corporation in accordance with Rule 22;
- (o) **"Grievance Committee"** means any grievance sub committee appointed by the Committee;
- (p) **"Invitees"** includes agents, guests, employees, agents or licencees;
- (q) **"Land"** means the whole of the land described in the Plan of Subdivision;
- (r) **"Land affected by the Owners Corporation"** means the Lots of which the owners for the time being are Members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible;
- (s) **"Law"** means the provisions of any statute, Rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;
- (t) **"Lot"** means a lot on the Plan of Subdivision which is affected by the Owners Corporation;
- (u) **"Lot Liability"** means the lot liability specified on the Plan of Subdivision;
- (v) **"Manager"** means the manager of the Owners Corporation from time to time, and where a function has been delegated to the Building Manager, refers to the Building Manager;
- (w) **"Member"** means owner of a Lot affected by the Owners Corporation;
- (x) **"Occupier"** means any tenant, sub-tenant, licensee or other person or persons occupying a Lot from time to time;
- (y) **"Owners Corporation"** means Owners Corporation No.2, Plan of Subdivision PS643901X/S3;
- (z) **"Owners Corporation Committee"** means the committee of the Owners Corporation, and includes (where applicable) any sub committee appointed by the committee of the Owners Corporation;
- (aa) **"Plan"** or **"Plan of Subdivision"** means the plan of subdivision for the Development, being PS643901X/S3;
- (bb) **"Regulations"** means the *Owners Corporations Regulations (Vic) 2007*;
- (cc) **"Resident"** means the Member and any Occupier of a Residential Lot from time to time;
- (dd) **"Residential Lot"** means a Lot or part of a Lot that is a residential apartment;
- (ee) **"Retail/Commercial Lot"** means a Lot or part of a Lot that is used as a retail or commercial premises, which at the time of creation of the Owners Corporation is Lots 1R, 2R, 3A, 3B and 4R;

- (ff) **“Rules”** means these rules, the Guidelines and any other ancillary documents;
- (gg) **“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;
- (hh) **“Shared Facilities ”** means the shared driveway and shared loading bay described in the Shared Facilities Agreement which may be used by:
 - (i) the Developer, Grocon (Carlton Brewery) Developments Pty Ltd and the Royal Melbourne Institute of Technology and any other party permitted by the Shared Facilities Agreement; and
 - (ii) the Members to the extent permitted by the Shared Facilities Agreement, the Shared Facility Rules and Rule 16;
- (ii) **“Shared Facilities Agreement”** means the shared facilities agreement which governs the use and management of the Shared Facilities between the Developer, Grocon (Carlton Brewery) Developments Pty Ltd and the Royal Melbourne Institute of Technology and includes their delegates, successors or assigns;
- (jj) **“Shared Facility Rules”** means rules relating to the use of the shared driveway and shared loading bay which are contained in the Shared Facility Agreement, copies of which are attached to these Rules at Annexure A and which may be amended or revised from time to time in accordance with the Shared Facility Rules or any ancillary document;
- (kk) **“Site Co-Ordination Agreements”** means any or all agreements entered into between a number of parties in relation to integration issues concerning the Land and land adjoining the Land, including the Owners of the Land as at the date of the agreement and the Owners Corporation, as those agreements are varied from time to time, any replacement deed or agreement (with changes to the parties or the same parties) and any document acknowledging those agreements;
- (ll) **“Storage Cage”** means a Lot or part of a Lot that is intended to be used for storage purposes;
- (mm) **“Vehicle”** means a motor vehicle, including but not limited to a car, motorcycle, truck, trailer or bus; and
- (nn) **“You” or “Your”** means an owner or Occupier of a Lot.

2. Rules and Laws

2.1 Rules

- (a) These Rules exist for the purpose of controlling, managing and administering the use and enjoyment of Common Property and to ensure that the amenity and the living standards of the Development are maintained at premium levels.
- (b) These Rules are binding on:
 - (i) You and other Members;
 - (ii) users of, or Invitees to, Lots from time to time; and
 - (iii) the Owners Corporation.
- (c) These Rules may be amended from time to time by the Owners Corporation by the passing of a special resolution.

2.2 Laws

- (a) You must, at Your own cost and in a timely manner, strictly comply with all Rules and Laws relating to:
 - (i) Your Lot;

- (ii) the use of Your Lot; and
 - (iii) the use of Common Property and services to the Building.
- (b) The Laws referred to in Rules 2.2(a) include but are not limited to, planning Laws, development, building or other approvals, consent requirements, notices and orders of statutory or governmental authorities.

2.3 Responsibility of others

- (a) You must ensure that:
 - (i) You; and
 - (ii) Your Invitees,familiarise yourselves and comply with these Rules and all Laws relating to Your Lot.
- (b) You are responsible for any breaches or failures to comply with these Rules or any Laws relating to Your Lot by You, any Occupier or any Invitees to Your Lot.

2.4 Contact Details

- (a) You must provide Your contact details and the contact details of any Occupier of Your Lot, including name, mobile phone number, residential mailing address (P.O. Boxes not accepted) and email address to the Manager, within one month of:
 - (i) You becoming a member of the Owners Corporation; or
 - (ii) You entering into a lease in respect of a Lot.
- (b) If any of Your contact details change, You must provide the Owners Corporation with your alternative contact details as soon as possible.
- (c) If you lease Your Lot, You must notify the Manager of the details of:
 - (i) the tenants; and
 - (ii) the expected term of each occupancy under the lease,within one month of entering into the new lease arrangement.

3. Your behaviour

- (a) You must not:
 - (i) obstruct, or permit any person to obstruct, the lawful use and enjoyment of any part of the Common Property;
 - (ii) engage in any illegal activity on Common Property, or permit a Lot to be used for a purpose which may be illegal or injurious to the reputation of the Development and / or the Building;
 - (iii) engage in any activity which may cause any disturbance, a nuisance or hazard to another Member, Occupier or either of their family or visitors;
 - (iv) use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using Common Property;
 - (v) do the following on the Common Property:
 - (A) consume alcohol;
 - (B) take glassware;
 - (C) dispose of rubbish, except where permitted by the Owners Corporation;

- (D) smoke; or
 - (E) use or permit to be used skateboards, scooters, roller skates or roller blades.
- (b) You must, when on any part of the Common Property or on any part of a Lot when visible from another Lot or from Common Property, be suitably clothed so as to not cause any offence to a reasonable person.

3.2 Noise and nuisance control

- (a) You must not:
- (i) create or permit any noise or behaviour, in or about the Common Property or any Lot, that is likely to interfere with the quiet enjoyment and amenity of any:
 - (A) person lawfully using the Common Property; or
 - (B) any Member, Occupier or either of their family and visitors;
 - (ii) use any machinery, including but not limited to a hammer, drill or jack hammer, in a Lot between the hours of 4.00pm and 10.00am on weekdays or on weekends; or
 - (iii) make or permit to be made noise from music or other source which may be heard outside Your Lot between the hours of midnight and 8.00am.
- (b) You must not install or operate any intruder alarm which emits an audible signal or any external speakers or audio amplifiers on a balcony or adjoining areas.
- (c) Rule 3.2(b) does not apply if the Owners Corporation has given written consent for the noise to be made.

4. Use of Common Property

4.1 Your use of Common Property

- (a) You must not use Common Property or permit it to be used in a manner which:
- (i) obstructs or interferes with the lawful use of the Common Property by any person entitled to use the Common Property; or
 - (ii) is in breach of these Rules.
- (b) You must not, without the prior written consent of the Owners Corporation, interfere with the operation of any equipment installed on Common Property or pertaining to the use of Common Property or any Lot other than Your Lot.
- (c) You must not without the prior written consent of the Owners Corporation, remove any article from Common Property.
- (d) You must use all reasonable endeavours to ensure that those articles that have been placed on Common Property at the direction or authority of the Owners Corporation are used only for their intended purpose and are not damaged.
- (e) You must not, without the prior written consent of the Owners Corporation, enter into or permit anyone to enter into:
- (i) any plant room;
 - (ii) machine housing or waste disposal room;
 - (iii) electricity switch room; and/or
 - (iv) machine room,

in or on Common Property.

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

- (i) the thermostat;
- (ii) board control;
- (iii) communication system;
- (iv) electricity;
- (v) gas or heating;
- (vi) cooling controls;
- (vii) elevators or lift systems; or
- (viii) security systems,

in or on Common Property.

4.2 Vehicles on Common Property

(a) You must not park or leave a Vehicle, or permit a Vehicle to be parked or left:

- (i) on Common Property;
- (ii) on a Lot not legally owned or occupied by You;
- (iii) in a manner which obstructs and / or interferes with access, including but not limited to driveways, pathways, entrances or exits to a Lot and / or Common Property;
- (iv) in a manner which obstructs any access aisles in the Car Park; and/or
- (v) in an area allocated by the Owners Corporation for visitor parking,

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

(b) The Owners Corporation at its absolute discretion reserves the right to:

- (i) move or direct You to move any vehicle parked on the Common Property if required in the event of an emergency or if works are required to the Common Property; and
- (ii) move or remove vehicles in breach of Rule 4.2(c) and arrange tow away of the vehicle to the external perimeter of the Building at Your sole cost and expense, with such expense being recoverable as a debt to the Owners Corporation.

(c) You must not:

- (i) permit oil leakages from any Vehicle or bring petroleum or other flammable, volatile or explosive oils, substances or dangerous goods onto any part of the Common Property, other than petroleum or liquid petroleum gas in the fuel tank or in the mechanism of any motor vehicle;
- (ii) at any time reverse or drive in a manner which is careless, reckless and/or dangerous at any time in or on Common Property, including when entering or exiting the Building or the Carlton Brewery Precinct;
- (iii) cause any nuisance, damage, obstruction, annoyance or inconvenience to another Member or Occupier;
- (iv) bring any unroadworthy, smoking or excessively noisy vehicles onto the Common Property or allow such vehicle to remain there;

- (v) cause an obstruction to getting into or out of the Common Property;
 - (vi) leave the engine of a vehicle running while it is stationary;
 - (vii) sound a horn, except in an emergency; or
 - (viii) repair or wash vehicles on the Common Property or fill or drain oil or petroleum.
- (d) You must:
- (i) reimburse on demand, the Owners Corporation for the cost of cleaning and removing any oil stain caused by Your Vehicle in contravention of Rule 4.2(d)(i); and
 - (ii) comply with all directions given by the Owners Corporation and traffic signs, signals, notices or otherwise displayed by the Owners Corporation in connection with the day-to-day use of the Car Parking Space on the Land.
- (e) Vehicles are left in the Car Park at the risk of the owner of the Vehicle and the Owners Corporation is not responsible for:
- (i) any damage to a Vehicle while inside the Car Park or while entering or leaving the Car Park; or
 - (ii) the theft of any Vehicle or of any item within any Vehicle parked in the Car Park.

4.3 Vehicle lifts

- (a) You must complete an induction prior to using any Vehicle lifts located on the Common Property and must complete and sign any induction form required by the Owners Corporation evidencing completion of the Vehicle lift induction; and
- (b) The Owner Corporation may restrict the use of any Vehicle lift or close the Vehicle lift when the lift is being maintained, repaired, replaced or in unexpected circumstances or emergency events.

4.4 Pets and animals in the Building

You must not keep any animal if it is a danger or causes a nuisance to other Members, Occupiers or other persons using the Building or Common Property from time to time. You must remove any animal from the Land immediately on receipt of written notice from the Manager that the animal is causing a nuisance.

5. Sky Deck – Level 31

5.1 Definition

5.2 For the purposes of this clause 5:

- (a) ‘**Sky Deck**’ means the outdoor recreational area located on Level 31 of the Development; and
- (b) ‘**Spas**’ mean the two spa pools located on the Sky Deck.

5.3 Use of Sky Deck and Spas

- (a) You and Your Invitees are permitted to access the Sky Deck and Spas in accordance with this Rule 5.
- (b) You are responsible for the actions of Your Invitees to the Sky Deck and Spas at all times.
- (c) All users of the Sky and Spas and surrounding areas do so at their own risk and You release the Owners Corporation from any for any injury or damage to any person or property as a result of the Your or Your Invitees use of the Sky Deck or Spas.
- (d) Each Lot forming part of the Owners Corporation may bring up to 2 guests to the Sky Deck and Spas at any one time, unless otherwise approved by the Manager in writing, and You must accompany your guests at all times while using the Sky Deck.

- (e) The Sky Deck and Spas may only be used between the hours of 11:00 am and 10:00 pm, 7 days a week. Hours of access to the Sky Deck and Spas may be altered by the Owners Corporation or the Manager from time to time at its absolute discretion.
- (f) The following items are not permitted in the Sky Deck area or in or surrounding the Spas:
 - (i) alcohol;
 - (ii) smoking;
 - (iii) pets;
 - (iv) amplified music;
 - (v) glass objects;
 - (vi) drinking glasses;
 - (vii) sharp objects; and
 - (viii) portable personal and private barbecues.
- (g) The following behaviour is not permitted on the Sky Deck and in the Spas or surrounding areas:
 - (i) running, ball playing, noisy, boisterous or rough play; and
 - (ii) using the Spaces when under the influence of alcohol, drugs or any illegal substances.
- (h) After using the Sky Deck or Spas, You must ensure that any areas You used are thoroughly cleaned to the reasonable satisfaction of the Manager and any additional costs incurred by the Owners Corporation in rectifying any damage or carrying out any additional cleaning as a result of Your actions or those of Your Invitees will be recoverable from You as a debt to the Owners Corporation.
- (i) Any Persons using the Sky Deck or Spas must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any other person lawfully using the Sky Deck, Spas or Common Property.
- (j) You and Your guests must be appropriately attired at all times while using the Sky Deck or Spas.
- (k) Improper use of the Sky Deck by You or Your guests area may result in bans or restrictions of Your use of the Sky Deck being imposed on You by the Manager at its absolute discretion.
- (l) The Sky Deck or Spas must not be used in a manner that may cause a hazard to the health, safety and security of any other user of the Sky Deck or Spas or any other Owner, Occupier or Invitee of the Building.
- (m) All persons under the age of 16 must be accompanied by an adult at all times whilst using the Sky Deck or the Spas.

5.4 Management of Sky Deck

- (a) The Manager is responsible for managing the bookings, availability, and use of the Sky Deck and may at its absolute discretion, manage the booking system and availability of the Sky Deck as it sees fit for the proper operation of the Sky Deck.
- (b) No more than 30 people may use the Sky Deck at any one time is, unless otherwise approved by the Manager in writing.
- (c) The Owners Corporation may determine the following from time to time at its absolute discretion, which must be observed by any users of the Sky Deck or Spas:
 - (i) the hours of use for the Sky Deck or the Spas; and
 - (ii) any document(s) to be signed by users of the Sky Deck or the Spas prior to their use.

5.5 Sky Deck bookings

If the Manager determines that bookings are required for use of all or part of the Sky Deck, the following Rules will apply:

- (a) You must:
 - (i) contact the Manager to make a booking of the Sky Deck at least 48 hours prior to when You intend to use the Sky Deck;
 - (ii) produce Your booking receipt to evidence Your booking on request by the Manager when using the Sky Deck;
- (b) You may have to pay a fee for use of the Sky Deck in accordance with the rates set by the Owners Corporation or Manager from time to time.
- (c) Bookings may be made no earlier than three months in advance.
- (d) When making a booking to use the Sky Deck, you must provide all information about the nature of Your intended use of the Sky Deck as reasonably required by the Manager, including but not limited to:
 - (i) the nature and duration of the proposed function or use of the Sky Deck;
 - (ii) the number of proposed attendees;
 - (iii) whether and what type of external catering or other suppliers will be attending Your proposed function; and
 - (iv) the times when You intend to start and finish Your proposed function.
- (e) The Owners Corporation or Manager may at its absolute discretion restrict the Sky Deck booking times and availability.
- (f) If the Manager determines, at its absolute discretion, that additional security is required as a result of Your use of the Sky Deck, then You will be required to pay such costs as a condition of Your booking or such costs will otherwise be recoverable from You as a debt to the Owners Corporation.

5.6 Spas

5.7 You and Your Invitees must observe the following Rules in respect of the Spas:

- (a) The following is not permitted in the Spas or surrounding areas:
 - (i) running, ball playing, noisy, boisterous or rough play;
 - (ii) jumping or diving from the edge of the Spas and surrounding areas; and
 - (iii) using the Spaces when under the influence of alcohol, drugs or any illegal substances; and
 - (iv) using glass objects, drinking glasses and sharp objects.
- (b) A person who intends to use the Spas must shower prior to use.
- (c) Jumping or diving from the edge of the Spas and surrounding areas is not permitted.
- (d) All users of the Spas must dry off before leaving the Sky Deck.
- (e) Users must wear suitable clothing and dry footwear when entering or leaving the Spas.
- (f) Wearing of swimming attire only or bare feet is not allowed in the Building or any Common Property outside the Spas and surrounding area.

6. Restricted use of Common Property

6.1 For security and safety reasons

- (a) The Owners Corporation may take measures to protect and secure Common Property and Lots against security risks, fire and other hazards, and without limitation may:
 - (i) close off or restrict access to any Common Property not required for access to a Lot on either a permanent or temporary basis;
 - (ii) permit, to the exclusion of others, any designated part of Common Property to be used by the Manager or any security personnel to operate or monitor security and general safety of the Common Property or Lots;
 - (iii) install and operate on Common Property audio visual security cameras and other audio visual surveillance equipment for the security of Common Property and /or Lots; and
 - (iv) restrict by means of key or other security device, Your access to certain amenities or levels of the Building on which Your Lot is not located or which You do not need to access in connection with Your use of or access to Your Lot or any part of the Common Property for which You have exclusive use or special privileges.
- (b) You must:
 - (i) abide by any action taken by the Owners Corporation pursuant to Rule 6.1; and
 - (ii) take reasonable care to make sure that fire and security doors are locked and closed when they are not being used,and You must not:
 - (i) do anything which may prejudice the security and safety of Common Property; or
 - (ii) interfere with security cameras or surveillance equipment.

6.2 Security Keys

- (a) If the Owners Corporation restricts access to parts of the Common Property, it may determine the number of Security Keys and security devices permitting access to such parts of the Common Property as it determines necessary for Your Lot free of charge.
- (b) The Owners Corporation may charge a fee for any number of Security Keys or security devices permitting access to such parts of the Common Property issued in excess of the number allocated by it for Your Lot.
- (c) Security Keys and security devices referred to in Rules 6.2(a) and 6.2(b) are and remain the property of the Owners Corporation.
- (d) You must:
 - (i) take all reasonable steps not to lose the Security Keys and / or security devices issued to You under Rules 6.2(a) and 6.2(b);
 - (ii) return to the Owners Corporation the Security Keys and / or security devices issued to You under Rules 6.2(a) and 6.2(b) if You no longer need them or if You no longer own or occupy a Lot;
 - (iii) notify the Owners Corporation immediately if You lose a Security Key or security device issued to You under 6.2(a) and 6.2(b); and
 - (iv) include a requirement in any lease document with respect to Your Lot the express requirement to return all Security Keys and security devices to You at the termination of the lease.

- (e) You must not, without the prior written consent of the Owners Corporation:
 - (i) copy Security Keys or security devices issued to You under Rules 6.2(a) and 6.2(b);
 - (ii) permit Security Keys or security devices issued to You under Rules 6.2(a) and 6.2(b) to be copied; or
 - (iii) give Security Keys or security devices issued to You under Rules 6.2(a) and 6.2(b) to someone who is not a Member or Occupier.

7. Damage to Common Property

- (a) Subject to these Rules, You must not:
 - (i) damage or deface;
 - (ii) mark or paint;
 - (iii) drive nails or screws into; or
 - (iv) do anything of a like nature to,any Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation without the written consent of the Owners Corporation.
- (b) Any consent given by the Owners Corporation to:
 - (i) damage or deface;
 - (ii) mark or paint;
 - (iii) drive nails or screw into; or
 - (iv) do anything of a like nature to,Common Property does not permit You to make any additions to the Common Property.
- (c) You must:
 - (i) notify the Owners Corporation of any damage or defect in the Common Property, any personal property vested in the Owners Corporation or any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or other services; and
 - (ii) compensate the Owners Corporation for any damage caused by You or persons in Your control to any Common Property or personal property vested in the Owners Corporation.
- (d) Subject to these Rules, You are not prevented from installing:
 - (i) any locking or safety device for protection of Your Lot against intruders or to improve safety within Your Lot;
 - (ii) interior blinds within Your Lot, subject to such blinds meeting specifications approved by the Owners Corporation in writing from time to time;
 - (iii) any structure or device to prevent harm to children within Your Lot.
- (e) Any installation permitted by these Rules must:
 - (i) be soundly built and meet acoustic standards as approved by the Owners Corporation in writing;
 - (ii) be installed in a proper manner so as not to diminish or interfere with the integrity of the Building;
 - (iii) have an appearance, after installation, which is consistent with the colour, style and materials of the Building and does not detract from the appearance of the Common Area;

- (iv) comply with the Manager's stipulations from time to time; and
 - (v) not affect any Owners Corporation's insurance policy.
- (f) Subject to these Rules, You must:
- (i) maintain and keep in a state of good and serviceable repair, any installation referred to in Rules 6.2(d) that forms part of the Common Property and that services Your Lot; and
 - (ii) repair any damage caused to any part of the Common Property by the installation or removal of any such installation that forms part of the Common Property and that services Your Lot.

8. Your Lot

8.1 Access to Lot

- (a) You must permit the Owners Corporation, or any person authorised by the Owners Corporation, entry to Your Lot upon receiving written notification from the Owners Corporation of their intention to do so.
- (b) The Owners Corporation must provide You with written notification of their intention to enter Your Lot in accordance with applicable Laws.
- (c) Subject to these Rules, the Owners Corporation can request entry to Your Lot for the purpose of inspecting and / or attending to the repair, maintenance or replacement of:
 - (i) Your Lot or any other Lot;
 - (ii) Common Property; and
 - (iii) services within the Building,
 and the Owners Corporation and any of its authorised personnel must use their best efforts to cause as little inconvenience to You and / or Your Invitees as is reasonable in the circumstances.

8.2 Change of use of Lot

- (a) You must not change the use of Your Lot in a way that may affect any insurance cover or premium of the Owners Corporation.
- (b) Subject to these Rules, You must not use Your Lot, or allow any Occupier to use Your Lot, in regard to:
 - (i) uses that result in hazardous activity;
 - (ii) uses for commercial or industrial purposes; and
 - (iii) uses for retail purposes,
 and in the event of any such use You must immediately notify the Owners Corporation.
- (c) Rule 8.2(b) does not apply to Retail / Commercial Lots or Lot S10.

8.3 Health, safety and security

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

8.4 No short-term leases

You must not:

- (a) lease, sub-lease, licence, rent, hire or otherwise deal with a lot or permit a lot to be leased, sub-leased, licenced, rented, hired, or otherwise dealt with, for any period less than 28 days.

- (b) allow more than the lesser of:
 - (i) the maximum number of occupiers permitted by the relevant Laws; or
 - (ii) 6 people,
 to occupy Your Lot at any time without the prior written consent of the Owners Corporation.
- (c) Rule 8.4 does not apply to Retail / Commercial Lots.

8.5 Retail and Commercial use of Residential Lot

- (a) You or an Occupier of Your Lot are not permitted to use a Residential Lot or Common Property for the purposes of conducting any trade, profession or business, nor permit any other person to do so, unless:
 - (i) You or the person conducting the trade, profession or business is a full time resident of the Lot, and only operates a home office with a maximum of one (1) employee; and
 - (ii) the relevant planning scheme does not prohibit the relevant trade, profession or business, or You have obtained all necessary permits and consents from the relevant authorities to enable the relevant trade, profession or business to be carried on from Your Lot.

8.6 Building Works to Your Lot

- (a) You must obtain the Owners Corporation's prior written consent to any Building Works to be undertaken within or about or related to Your Lot.
- (b) You must attend to the payment of all the Owners Corporation's costs associated with Your request for their consent to the Building Works.
- (c) In considering Your request for consent to the Building Works, You must provide the Owners Corporation with:
 - (i) copies of all plans and specifications relating to the Building Works;
 - (ii) copies of all required permits, approvals and / or consents under all relevant Laws, including but not limited to, council by-laws and regulations for the Building Works;
 - (iii) any further particulars relating to the Building Works as requested by the Owners Corporation from time to time; and
 - (iv) evidence and proof that any installation will not affect the external appearance of the Building.
- (d) You must not proceed, or permit any contractor or other third party to proceed, with any Building Works until You have:
 - (i) received written consent to the Building Works from the Owners Corporation;
 - (ii) if required by the Owners Corporation, entered into a "Building Works Agreement" with the Owners Corporation with respect to the Building Works;
 - (iii) paid the Owners Corporation the nominated bond (if any) as determined by the Owners Corporation Committee;
 - (iv) paid any costs incurred by the Owners Corporation or Manager in respect of providing its consent to any Building Works;
 - (v) caused to be effected and maintained during the period of the Building Works, WorkCover insurance and public liability insurance to the satisfaction of the Owners Corporation;
 - (vi) delivered a copy of the insurance policies and certificates of currency with respect to the insurance policies referred to in Rules 8.6(d)(v) to the Owners Corporation; and

- (vii) implemented appropriate measures to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from building operations to other Members or Occupiers.
- (e) The Building Works Agreement referred to in Rule 8.6(d)(ii) is to include directions of the Owners Corporation with respect to:
 - (i) building operations;
 - (ii) means of access to those parts of the Building subject of the Building Works;
 - (iii) use of Common Property;
 - (iv) on-site management and Building protection;
 - (v) hours of work; and
 - (vi) the supervision of Your contractors, servants or agents.
- (f) The following restrictions apply to all Building Works:
 - (i) building materials must not be stacked or stored in the front, side or rear of the Building;
 - (ii) scaffolding must not be erected on the Common Property or the exterior of the Building;
 - (iii) construction work must comply with all Laws of the relevant statutory and governmental authorities;
 - (iv) the exterior and the Common Property of the Building must at all times be maintained in a clean, tidy and safe state;
 - (v) construction Vehicles and construction workers' Vehicles must not be brought onto, or parked in or on the Common Property; and
 - (vi) cardboard cartons and rubbish must not be left on the Common Property by tradesmen and You are responsible for ensuring that all rubbish is removed by the trades or service people.
- (g) When carrying out Building Works You must:
 - (i) use qualified, reputable and, where appropriate, licenced contractors which have been approved by the Owners Corporation in writing;
 - (ii) carry out Building Works in a proper manner and to the satisfaction of the Owners Corporation;
 - (iii) carry out Building Works in accordance with the Building Works Agreement;
 - (iv) repair any damage You or any person carrying out Building Works on Your behalf may cause to the property or property of the Owners Corporation or another Member or Occupier, or to other parts of the Building;
 - (v) ensure that Your contractors, servants or agents adhere to these Rules and the terms and conditions of the Building Works Agreement; and
 - (vi) ensure that all contractors and / or tradesmen only use the areas designated by the Owners Corporation for their entry and exit to the Building,

and You indemnify the Owners Corporation for any Claims made against or suffered by the Owners Corporation or any costs and / or liabilities incurred by the Owners Corporation in connection with any Building Works or in making good any damage to Common Property or property of another Member or Occupier, or to any other part of the Building, caused as a result of the Building Works carried out by or for You.

8.7 Cleaning and repairing of Lot

- (a) You must keep Your Lot clean and tidy and in good repair and condition.
- (b) You must clean all exterior surfaces of glass in windows and doors on the boundary of Your Lot, including glass that is Common Property, unless:
 - (i) the Owners Corporation resolves to keep the glass or part of the glass clean; and/or
 - (ii) that glass or part of the glass cannot be accessed by You safely or at all, as determined at the sole discretion of the Owners Corporation.
- (c) You must ensure that You take reasonable care and at all times minimise the level of disturbance to other Members or Occupiers when cleaning the interior and exterior of Your Lot.

8.8 Appearance of Your Lot

- (a) You must not, without prior consent of the Owners Corporation:
 - (i) keep anything in Your Lot that is visible from outside the Lot and which is not in conformity with the general appearance and keeping of the Building;
 - (ii) attach or hang from the exterior of Your Lot any aerial, speaker, acoustic device, TV screens or any security device or wires;
 - (iii) install bars, screens or grills or other safety devices to the exterior of any windows or doors of Your Lot; or
 - (iv) construct or erect any shed, storage cage, enclosure or structure of any nature or description on a balcony, Car Parking Space or terrace garden area forming part of Your Lot.
- (b) You must not, other than as permitted by the Owners Corporation, install or allow the installation of any:
 - (i) awnings; or
 - (ii) curtains, blinds or other window furnishings,within Your Lot where such installations are visible from the from the outside of Your Lot and have the effect of changing the façade or external appearance of the Building.
- (c) Notwithstanding Rule 8.8(b), as at the date of these Rules, the approved window furnishings for your Lot are as follows:
 - (i) black or charcoal appearance to the exterior of the building; and
 - (ii) roller-blind style.These specifications may be amended by the Owners Corporation at any time pursuant to Rule 22.
- (d) You must not install any:
 - (i) external wireless, television aerials, sky dish receivers, satellite dishes or receiver, speakers or any other apparatus than can be viewed from the exterior of the Building; or
 - (ii) any pipes, wiring, cables or the like to the external face of the Building.
- (e) You must not:
 - (i) allow any glazed portions of Your Lot, or the Common Property that surrounds the Lot, to be tinted or otherwise treated with the affect that the visual characteristics of the glazing will change; or
 - (ii) paint, finish or otherwise alter the external façade of the Building or improvements forming part of Your Lot or Common Property.

8.9 Appearance of Your balcony

- (a) You must not:
 - (i) hang any items, including but not limited to clothes, laundry and bedding; or
 - (ii) bolt down any items,on the balcony of Your Lot or in an area that is visible from outside Your Lot;
- (b) You may keep items such as, but not limited to, occasional furniture, outdoor recreational equipment, planter boxes, pot plants and landscaping on the balcony of Your Lot, provided they:
 - (i) have an appearance which is consistent with the colour, style and materials of the Building;
 - (ii) are of a type approved by the Owners Corporation;
 - (iii) will not cause damage to any part of the Building;
 - (iv) are not dangerous or unsightly (as determined by the Owners Corporation acting reasonably); and
 - (v) are appropriately secured from blowing off in the wind.
- (c) You must remove, at Your cost, any items from the balcony of Your Lot at the request of the Owners Corporation or any of its authorised personnel so as to enable them to attend to the repair and / or maintenance of:
 - (i) Common Property; or
 - (ii) Your or another Lot.

8.10 Your Car Parking Space

- (a) You must not:
 - (i) use Your Car Parking Space for any purpose other than the parking of registered and roadworthy Vehicles;
 - (ii) store any items except a Vehicle in Your Car Parking Space;
 - (iii) permit anyone other than Yourself, Your tenants or sub-tenants or Your or their respective employees, agents or visitors, or any occupant of or visitor to Your Carlton Brewery Precinct Lot, to use Your Car Parking Space; and
 - (iv) without the prior written consent of the Owners Corporation:
 - (A) enclose Your Car Parking Space; or
 - (B) install a storage cage on Your Car Parking Space.
- (b) You must ensure that Your Car Parking Space is free from oil marks and is maintained in a clean and tidy condition.
- (c) You must remove any vehicle from Your Car Parking Space that becomes derelict, non-operational for any extended period, a hazard or may be dangerous to Members or Occupiers.

9. Waste disposal and management

- (a) You must not leave, deposit or throw garbage onto Common Property except in a receptacles, rubbish chutes, bins and garbage rooms or such that are specifically provided for that purpose;
- (b) You must, at all times, comply with the Owners Corporation's rules and / or directions with respect to the depositing of garbage, but otherwise You must comply with the following directions:

- (i) Glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation.
 - (ii) Recyclable items can be disposed of via the designated recycling chute, being, without limitation, glass bottles, paper, flattened cardboard (of appropriate size) and plastic containers and aluminium cans.
 - (iii) Bagged household rubbish (including organic waste and non-recyclable waste) can be disposed via the chute, provided that all waste disposed of via the chutes is contained in tied plastic bags.
 - (iv) All other garbage and recyclable materials must be drained and securely wrapped in small parcels and deposited in the garbage and recycling chutes situated on the Common Property.
 - (v) All cardboard boxes and packaging must be broken down and neatly packed in the garbage area.
 - (vi) No body part, such as hands or arms, to be placed into a chute beyond the door frame of a chute.
 - (vii) No cigarette butts, ignition sources or fluids or items weighing over 3 kilograms or with a volume of greater than 35 centimetres x 35 centimetres x 35 centimetres may be disposed of via a chute.
 - (viii) Subject to Rule 9(b)(xi), all items which are prohibited from being disposed of via the chute may be disposed of in the bins within the garbage rooms located within the Car Park.
 - (ix) No items are to be left in front of chutes and clear access to chutes and emergency exit doors is required at all times.
 - (x) No flammable items to be disposed of through the chutes or deposited in the garbage room.
 - (xi) Hard rubbish (for example glass, brick, crockery, appliances or similar) must not be disposed of through the chutes and You are responsible for the disposal of hazardous/hard rubbish or large items and must make private arrangements for disposal of such items.
- (c) You and Your Invitees:
- (i) must not throw or allow to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies or stairwells onto another Member's Lot or onto the Common Property; and
 - (ii) must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort or the Owners and Occupiers of other Lots.
- (d) Any additional costs incurred by the Owners Corporation for:
- (i) additional waste management services, rectifying damage or additional cleaning or painting; or
 - (ii) clearing a blocked bin chute and, if required, reinstating the affected chute,
- required as a result of a breach of this Rule 9 by You or Your Invitees will be recovered from You by the Owners Corporation.

10. Support and provision of services

10.1 Metering of services

- (a) Where Your Lot is not separately metered in relation to services, including but not limited to gas, electricity and / or water, You shall pay a portion of such service and supply charges relating to the service on a proportional rate derived by dividing the Lot Liability of Your Lot by the total Lot Liability of all Lots serviced jointly.
- (b) Subject to these Rules, if a supplier has issued an account to the Owners Corporation for the provision of services for which You are liable (whether in whole or in part), the Owners Corporation cannot recover from You an amount which includes any amount that is able to be claimed as a concession or rebate by You from the relevant supplier, except where the concession or rebate:
 - (i) must be claimed by You and the Owners Corporation has given the ability to make the claim and You have failed to do so by the payment date as set by the supplier; or
 - (ii) is paid directly to the Member or Occupier as a refund.

10.2 Provision of services

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

10.3 Support of services

You must not do anything or permit anything to be done to Your Lot or Common Property, without the written consent of the Owners Corporation, so that:

- (a) any support or shelter provided by Your 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 Your Lot or the Common Property is interfered with.

11. Storage

11.1 Storage of bicycles

You must not permit any bicycle to be:

- (a) stored other than in areas on Common Property designated by the Owners Corporation or the Manager for such purpose and fitted with bicycle racks; and
- (b) brought into a Lot or onto Common Property other than for the purpose of storing it in Your Lot or the areas on Common Property allocated by the Owners Corporation or the Manager for such purpose.

11.2 Storage of flammable liquids

- (a) Subject to Rule 4.2(c)(i) and 11.2(c), You must not, except with the prior written consent of the Owners Corporation, use or store on Your Lot or on any part of Common Property any flammable chemicals, liquid or gas or other flammable material.
- (b) You may use or store on Your Lot or any part of Common Property any chemicals, liquids, gases or other material used or intended to be used:
 - (i) (in the case of a Residential Lot) for domestic purposes, but in all cases excluded gas bottles used for portable lighting, barbeques or cookers;

- (ii) (in the case of a Retail / Commercial Lot or Lot S10) for the purposes of the business conducted within Your Lot; or
 - (iii) (in the case of a Car Parking Space) in the fuel tank of a Vehicle or internal combustion engine.
- (c) Subject to these Rules, if You are permitted to keep flammable liquids on Your Lot You must do so in accordance with all Laws, the guidelines of any government agencies and with the consent of the Manager.

12. Signs

- (a) You must not, without the consent of the Owners Corporation:
- (i) erect or fix any signs or notices to the exterior of Your Lot or on any part of Common Property where it can be viewed from an exterior position;
 - (ii) erect any "for sale" or "for lease" boards on the exterior of Your Lot or any part of Common Property or any part of the exterior of the Building; or
 - (iii) permit any advertising material, logos or sign writing to any external window or glazing or external solid face of a Lot.
- (b) Rule 12(a) does not apply to a Retail / Commercial Lot, provided the sign or notice to be erected on a Retail / Commercial Lot:
- (i) is not erected on the external window or glazing, unless such sign or notice is for the purpose of identifying the business carried on from the Retail / Commercial Lot and the hours of operation of the business;
 - (ii) is otherwise erected on the internal window or glazing of the Retail / Commercial Lot only; and
 - (iii) complies with the requirements of the relevant authorities.
- (c) You acknowledge that, notwithstanding anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act, Regulations and Subdivision (Body Corporate) Regulations, has the power and authority to grant the Developer the right to erect signs on the Common Property

13. Fire control

- (a) You must not:
- (i) keep flammable material on Your Lot or any part of Common Property except as permitted by these Rules;
 - (ii) interfere with fire safety equipment within the Building; or
 - (iii) obstruct fire stairs or fire escapes within the Building.
- (b) You must ensure that:
- (i) You comply with all Laws about fire control; and
 - (ii) all fire safety equipment in Your Lot or on parts of Common Property over which You have exclusive use is at all times operational.
- (c) You must take all reasonable steps necessary to avoid false alarm call outs to the fire brigade.
- (d) The Owners Corporation reserves the right to seek costs from You for false alarm call outs to the fire brigade caused by Your intentional and or negligent act.

14. Moving in to and vacating Your Lot

- (a) You must not attend to the moving of any residential or household furniture or goods in and out of the Building and through Common Property unless You:
 - (i) obtain the Owners Corporation's prior written consent to the moving;
 - (ii) properly complete any induction required by the Manager in respect of using Common Property;
 - (iii) notify the Manager, and make appropriate arrangement with him or her at least three (3) days prior to Your intended moving date;
 - (iv) ensure that a representative of the Owners Corporation or the Manager is present during the moving;
 - (v) ensure that You or Your contractors or agents do not deface any part of the Building, Common Property or property of other Members or Occupiers during the course of moving, and You will be responsible the cost of any damage or destruction;
 - (vi) ensure that you do not impede access to any Retail /Commercial Lots; and
 - (vii) ensure that:
 - (A) the moving is conducted in accordance with any directions of the Owners Corporation or the Manager and during permitted hours; and
 - (B) you dispose of all waste and rubbish and no waste or rubbish is left in any Common Property after the completion of the moving.
- (b) If Your Lot is a Residential Lot:
 - (i) the moving in or out of furniture from or into the Building is only permitted between 9:30 am and 4:30 pm (Monday to Friday). All moves must be completed by 4:30 pm;
 - (ii) You must only move items and furniture into Your Lot which would be ordinarily used for domestic and household purposes;
 - (iii) You must inform all carriers and trades people that they must contact the Manager prior to arrival at the Building and if Your carriers or trades people do not arrive at the time You scheduled in accordance with Rule 14(b)(iii)14(a)(iii), You will have to reschedule a new time with the Manager; and
 - (iv) the Manager will advise which lift, if any, is to be used for any moving and will arrange for protective covers to be installed in the lift and furniture or other items may only be moved into the Building when the protective covers to the appropriate lift have been fitted.
- (c) If Your Lot is a Retail / Commercial Lot, You and Your Invitees must comply with the reasonable directions of the Manager in respect of moving Your stock and goods in and out of Your Lot in order to minimise disruption to any Residents.
- (d) Removalists must not prop open doors to the Building or lock off lifts except in accordance with instructions from the Manager.
- (e) No items are to be placed up against Common Property walls or left unattended in the lobby at any time.
- (f) You must promptly notify the Owners Corporation or the Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.
- (g) You will be liable for the cost of:

- (i) any damage caused to the Common Property by the moving or transportation of Your furniture and goods in and around the Building caused by You or Your Invitees; and
- (ii) the cleaning of the Common Property or removal of any waste, rubbish or abandoned items from the Common Property following a move,

and You indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage or carrying out such cleaning or removal of waste.

15. Insurance premiums

- (a) You must not, without prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premiums for any insurance policy effected by the Owners Corporation.
- (b) You must, on demand, reimburse the Owners Corporation for any increase in insurance premiums resulting from any consent provided to You by the Owners Corporations pursuant to these Rules.

16. Site Co-Ordination Agreements & Shared Facility Agreements

- (a) You acknowledge:
 - (i) the existence of the Site Co-Ordination Agreements and Shared Facility Agreement (copies of which are available for inspection by You at the offices of the Manager at Your request);
 - (ii) that the Site Co-Ordination Agreements and Shared Facility Agreement are in existence for the better management and operation of the Carlton Brewery Precinct;
 - (iii) that You have read and understood the Shared Facility Rules;
 - (iv) that the Owners Corporation or a shared facilities manager or any other delegatee may be appointed to manage, operated, maintain or administer the Shared Facilities;
 - (v) that You may be required to execute a deed by which You agree to observe and comply with the Shared Facility Rules;
 - (vi) that owners corporation levies, fees or contributions paid or payable by You may be applied towards the repair and maintenance of the Shared Facilities; and
 - (vii) that any rule, restriction, obligation or direction contained in these Rules will apply to both the Common Property and the Shared Facilities, to the extent required by the Owners Corporation or any appointed shared facilities manager,

to the extent permitted or prescribed by the Site-Coordination Agreement, Shared Facilities Agreement, the Shared Facilities Rules and the Act.

- (b) You and Your Invitees must not do anything inconsistent with the Site Co-Ordination Agreements, the Shared Facility Agreement and the Shares Facility Rules.
- (c) You indemnify the owners of any Shared Facilities for any Claim, loss or damage arising from or incurred in connection with Your or Your Invitees' failure to comply with any Shared Facility Rule or Rule relating to the use of the Shared Facilities.

17. Continuing Development

You must:

- (a) not object to works (including, without limitation, continuing construction and development works relating to the Carlton Brewery Precinct) being undertaken by or on behalf of any other Member

or Occupier within the Carlton Brewery Precinct, provided that the Member or Occupier uses reasonable endeavours to minimise disruption to the use and enjoyment of Your Lot; and

- (b) consent to and sign any forms, applications and other items relevant to a Member or Occupier of any lot within the Carlton Brewery Precinct:
 - (i) doing works (including, without limitation, repair, maintenance and redevelopment); or
 - (ii) applying for approvals, permits, consents or similar items (including, without limitation, planning permits and building permits),

in relation to the Carlton Brewery Precinct, provided that the owner undertaking the works uses reasonable endeavours to minimise disruption to the use and enjoyment of Your Lot.

18. Management

18.1 Appointment of Manager

You must not interfere with or stop the Manager from:

- (a) performing its obligations or exercising its rights under its agreement with the Owners Corporation; or
- (b) using Common Property that the Owners Corporation permits the Manager to use;

and, to the extent permitted by law, You must exercise its voting rights in a manner which is consistent with these Rules.

18.2 Committees and Sub-Committees

- (a) In the instance that the Owners Corporation wishes to or must elect a Committee to perform all or some of its functions, it must do so in accordance with all relevant Laws and regulations.
- (b) A Committee appointed by the Owners Corporation, from time to time, may elect sub-committees to assist it in the performance of its functions.
- (c) A Committee can delegate any or all of its functions to its sub-committees as permitted by Law.
- (d) Sub-committees must:
 - (i) be comprised only of Members;
 - (ii) not act outside of their delegation;
 - (iii) act honestly and in good faith in the performance of their functions;
 - (iv) act in accordance with the relevant Committee's instructions; and
 - (v) report to the relevant Committee with respect to the performance of their functions.
- (e) Members of sub-committees must vote in their capacity as members of the sub-committee and not as members of the relevant Committee.
- (f) Each Committee and sub-committee must comply with these Rules and all applicable Laws.

18.3 Building Manager

- (a) The Owners Corporation may appoint a Building Manager to perform any of its powers or functions, except those that require a unanimous or special resolution.
- (b) When appointing a Building Manager, the Owners Corporation must comply with all Laws and regulations governing their election.
- (c) All Building Managers appointed by the Owners Corporation must:
 - (i) comply with all relevant Laws and regulations; and

- (ii) report to a Committee, where a Committee has been elected for this purpose, on the carrying out of its functions.

19. Consent of Owners Corporation

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

20. Breach of Rules

- (a) If
 - (i) You have breached or failed to comply with a Rule; or
 - (ii) the Owners Corporation has been required to incur administrative, management, service or legal costs or any other expenses, fees or penalties as a result of Your breach or failure to comply with any Rule,the Owners Corporation may:
 - (iii) take all necessary action to rectify or avoid Your breach, which shall be at Your expense; including entering your Lot to carry out works;
 - (iv) do anything necessary on Your Lot, any other Lot or Common Property at Your expense that should have been done by You but which was not done, or which in the opinion of the Owners Corporation was not done, properly;
 - (v) engage any such service or consultant that it deems fit in order to rectify or avoid the breach or prevent any future breach by You, the Occupiers of Your Lot or any Invitees or as a result of Your act, omission or behaviour or that of Your Occupiers or Invitees; or
 - (vi) issue proceedings or impose such fine or penalty as it deems appropriate from time to time.
- (b) The Owners Corporation must provide You with written notice specifying when it will enter Your Lot to do any works under Rule 20(a)(iii), and You must:
 - (i) provide the Owners Corporation with access to Your premises at all reasonable times in accordance with its written notice, at Your cost; and
 - (ii) pay the Owners Corporation for its costs of doing the works.
- (c) Where the Owners Corporation expends money to make good the loss or damage caused by a breach of the Act, its regulations or any of these Rules (including the Shared Facilities Rules), including without limitation:
 - (i) administrative and management costs;

- (ii) legal costs on a solicitor/own client basis;
- (iii) additional time spent by the Manager as result of any act, omission or behaviour which is in breach of the Rules;
- (iv) recovery of Owners Corporation contribution fees; and
- (v) the costs of any services or works incurred as a result of, arising from and/or for the rectification of the breach by a Member, Occupiers /or Invitee,

the amount so expended will be a charge on the Lot and the Owners Corporation will be entitled to recover the amount as a debt due in an action in the Victorian Civil and Administrative Tribunal or any Court of competent jurisdiction from the relevant Member at the time when the breach occurred.

21. Complaints and dispute resolution

21.1 Complaints

- (a) You and/or the Manager or the Owners Corporation may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:
 - (i) a Member;
 - (ii) an Occupier;
 - (iii) the Manager;
 - (iv) the Building Manager; or
 - (v) any Committee,
 and all complaints must be:
 - (vi) in writing; and
 - (vii) in any approved form as required by the Owners Corporation from time to time.
- (b) All complaints must be brought to the attention of:
 - (i) the Grievance Committee, if such a Committee has been elected; and
 - (ii) the Owners Corporation in all other circumstances.
- (c) The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints.
- (d) The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make an application.

21.2 Dispute resolution

- (a) The Owners Corporation or the Grievance Committee, where one exists, must organise a meeting between parties to a complaint to discuss the complaint within twenty one (21) days of the complaint being made.
- (b) The Owners Corporation or the Grievance Committee cannot take any action with regard to the complaint until:
 - (i) a meeting of the parties to the complaint has been organised to discuss the complaint;
 - (ii) it is satisfied that the complaint remains unresolved; and
 - (iii) it is deemed that the Owners Corporation or the Grievance Committee has complied with its requirement to hold a meeting between the parties to the complaint, irrespective of

whether all or one of the parties to the complaint does not attend the meeting as organised by the Owners Corporation or Grievance Committee.

22. Guidelines

Subject to the Act, the Owners Corporation Committee or Manager may at any time:

- (a) issue Guidelines for the Common Property; or
- (b) amend existing Guidelines from time to time,

in order to provide for the safety, security and use of the Common Property.

23. Leased Lots

- (a) To ensure that the living standards, safety and security of the Building are maintained by and for all Members and Occupiers, these Rules and any Guidelines, in addition to all others, will apply in regard to leasing or occupancy of lots by any Occupiers who are not Members.
- (b) You must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of Your Lot, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Security Key to You upon expiry of the Occupier's lease.

24. Rules Subject to Rights of the Developer

- (a) These Rules do not apply to and, are not enforceable against the Developer or its mortgagee or chargee, for so long as any of the following apply:
 - (i) the Developer and/or its equity partners (if any) is a Member or Occupier;
 - (ii) any mortgagee or chargee of the Developer has an interest in any Lot; or
 - (iii) the Developer and/or its equity partners (if any) is 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 Developer, their mortgagee, or chargee 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.

- (b) The Developer and its equity partners (if any), its mortgagees and chargees must be and are by this Rule, authorised by You and each and every Member of each and every owners corporation created by the Plan and by each and every owners corporation created by the Plan to:
 - (i) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
 - (ii) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
 - (iii) exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
 - (iv) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
 - (v) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit;

- (vi) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- (vii) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

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, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- (c) The Owners Corporation must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development. You 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 24 or contravene any right or relieve afforded to the Developer under this Rule 24.
- (d) You hereby consent to and agree to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance by You.
- (e) 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.

25. Warranties and Novation or assignment of contracts

- (a) The Developer may at its discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials 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.
- (b) The Developer must and the Owners Corporation(s) must accept, assignment or novation of the contracts referred to in this Rule 25(a) at the first meeting of the Owners Corporation.
- (c) The Owners Corporation must maintain any contracts assigned or novated to it under this Rule 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.
- (d) 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.
- (e) 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 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.
- (f) You must contribute Your proportion of any cost incurred by the Owners Corporation in complying with this Rule 25 relative to Your Lot liability on the Plan.

26. Signage and Other Licences

- (a) The Owners Corporation may:
- (i) grant the Developer a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;
 - (ii) grant the Developer a licence to host festivals, parties or other celebratory or promotional events in the main lobby area;
 - (iii) grant the Developer a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
 - (iv) 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.
- (b) You must not hinder or impede the Developer from exercising its rights under any agreement entered into under this Rule.
- (c) The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 26.
- (d) You 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 26.

Annexure 1 Copy of Shared Facility Rules

Apartment Operations and Maintenance Manual

APPENDIX E: FIRE SERVICES AND EMERGENCY EVACUATION PROCEDURES

Apartment Operations and Maintenance Manual

EMERGENCY EVACUATION DIAGRAM

SWANSTON SQUARE

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