

**Owners Corporation
Notification of making, amendment or
revocation of rules
Section 142 Owners Corporation
Act 2006**

OC 27 (12/07)

AL036112V

Private
The ii
collec
and is
maintaining publicly searchable
registers and indexes in the
Victorian Land Registry

Lodged by: Gregor Evans for & on behalf of OCPS 514665E
Name:
Phone: 9509 3144
Address: PO Box 678 Malvern vic 3144
Reference:
Customer Code:

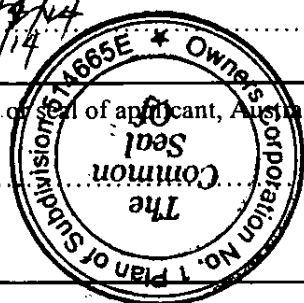
Owners Corporation Number: 1 Plan number: 514665E

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 1/3/14 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 11/3/14

Signature of seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.



The common seal of Owners Corporation Number 1
Plan number 514665E
was affixed in accordance with
Section 21 of the Owners Corporation Act 2006
in the presence of:

Lot Owner
Full name ROBERT EDGE
Address 1702/576-578 ST KILDARE
MELBOURNE 3004

Lot Owner
Full name CHARLES SPITAL
Address 1601/576-578 ST KILDARE RD
MELB 3004

For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone 8636 - 2010

AL036112V

22/04/2014 \$61.50 OCAR



Yve Apartments
Standard
Owners Corporations Rules
P.S 514665E

AL036112V



Table of contents

1	Interpretations and definitions
2	Rules and Laws
3	Your behaviour
4	Use of Common Property
5	Restricted use of Common Property
6	Damage to Common Property
7	Your Lot
8	Waste disposal.....
9	Support and provision of services
10	Storage
11	Signs
12	Fire control
13	Moving stock, furniture and goods
14	Insurance premiums
15	Managers.....
16	Complaints and dispute resolution
17	Use of Visitor's car park.....
18	Sale & Lease of Apartments.....

AL036112V

22/04/2014

\$61.50 OCAR



About this publication

Teys Legal Pty Ltd has written these Owners Corporations Rules for Yve Apartments.

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 Laws includes all Laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances and Rules issued under that statute;
- g) These Rules operate in addition to any obligation or responsibility imposed on you under any statute or common Laws or inequity.

1.2 Definitions

- a) **"Act"** means the Owners Corporations Act 2006;
- b) **"Building"** includes a structure and part of a building or structure, walls, out buildings, service installations and other appurtenances of a building and shall refer to the Yve Apartments Building, as the context admits.
- c) **"Building Works"** are any works, alterations, additions, removal, repairs, or replacement of:
 - i. Common Property structures, including Common Property walls, floors and ceiling enclosing your Lot, car space, and or storage cage/space;
 - ii. Common Property services and services to the Building;
 - iii. The internal walls inside your Lot,
 - iv. The structure of your Lot;
 - v. Services provided to your Lot;

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

AL036112V

22/04/2014 \$61.50 OCAR



- d) **"Building Works Agreement"** means an agreement entered into between you and the Owners Corporation which outlines the conditions to apply with respect to Building Works;
- e) **"Committee"** means a Committee of the Owners Corporation appointed in accordance with the Act and where the context so allows a Sub Committee;
- f) **"Common Property"** means the Common Property referred to on the Plan of Subdivision;
- g) **"Development"** means the development of the land situated at 576-578 St. Kilda Road, Melbourne;
- h) **"Grievance Committee"** means any grievance sub committee appointed by the Committee
- i) **"Land"** includes buildings and airspace; being the whole of the land described in the plan of subdivision;
- j) **"Land affected by the Owners Corporation"** means the Lots of which the owners for the time being are the members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible;
- k) **"Law"** means the provisions of any statute, Rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;
- l) **"Lot"** means a part of the Land (except a road, a reserve or Common Property) shown on the plan which can be disposed of separately and includes a Lot or accessory Lot on the registered plan of subdivision and a Lot or accessory Lot on a registered cluster plan;
- m) **"Manager"** means the Strata Manager or the Resident Manager or a Manager nominated by the Resident Manager as an acting Manager as the context admits.
- n) **"Manager"** means the company for the time being appointed by the Owners Corporation as its manager and a reference in these Rules to the Owners Corporation shall, where there is such a manager, be construed as a reference to that manager unless the context otherwise requires;
- o) **"Member"** means owner of a Lot affected by the Owners Corporation;
- p) **"Occupier"** means any tenant, licensee or other person or persons occupying the Lot;
- q) **"Owners Corporation"** means an Owners Corporation that is incorporated by registration of plan of subdivision or a plan of strata or cluster subdivision;
- r) **"Plan" or "Plan of Subdivision"** means the plan of subdivision for the Development, being 514665E;
- s) **"Regulations"** means the Owners Corporations Regulations 2007;
- t) **"Resident/s"** means Lot Owners or Lot Occupiers or Lessees and/or Sub-Lessees of Lot Owners;
- u) **"Building Manager"** means any building manager appointed by the Owners Corporation;

- v) **"Rules"** means the standard Rules, any additional Rules and model Rules of the Owners Corporation;
- y) **"Vehicle"** means a motor vehicle, including but not limited to a car, motorcycle, truck, trailer or bus;
- w) **"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;
- x) **"Strata Manager"** means the company or person for the time being appointed by the Owners Corporation as its strata manager for the Yve Apartments.
- z) **"You"** or **"Your"** means an owner or Occupier of a Lot

AL036112V

22/04/2014 \$61.50 OCAR



2 Rules and Laws

2.1 Rules

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

2.1.2 These Rules are binding on:

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

2.1.3 These Rules may be amended from time to time by the owners coporation by the passing of a special resolution.

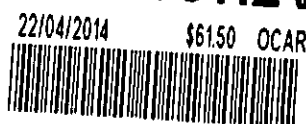
2.2 Laws

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

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

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

AL036112V



2.3 Responsibility of others

2.3.1 You must ensure that all:

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

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

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

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

3 Your behaviour

3.1 General Behaviour

3.1.1 You must not obstruct the lawful use and enjoyment of Common Property by any person.

3.1.2 You must not engage in any illegal activity on Common Property or permit a Lot affected by the Owners Corporation to be used for a purpose which may be illegal or injurious to the reputation of the development and / or the Building.

3.1.3 You must not engage in any activity which may cause any disturbance, a nuisance or hazard to a Lot owner, Occupier or their family or visitors.

3.1.4 You must not use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using Common Property.

3.1.5 You must not:

- i. Consume alcohol;
 - ii. Take glassware;
 - iii. Dispose of rubbish except where permitted by the Owners Corporation;
 - iv. Smoke
 - v. Use or permit to be used skateboards, scooters, roller skates or roller blades;
- on Common Property.

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

3.2 Noise and nuisance control

3.2.1 You must not:

- i. Create or permit any noise or behaviour, in or about the Common Property or any Lot affected by the Owners Corporation, that is likely to interfere with the quiet enjoyment and amenity of any:
 - a. person lawfully using the Common Property; or
 - b. any Lot owner, Occupier or their family and visitors;
- ii. Use any machinery, including but not limited to a hammer, drill or jack hammer, in a Lot between the hours of 2.00pm and 10.00am on weekdays and on weekends;
- iii. Make or permit to be made noise from music or other source which may be heard outside the Lot between the hours of 11pm and 8.00am;
- iv. You must not install or operate any intruder alarm which emits an audible signal or any external speakers or audio amplifiers on balcony or adjoining areas.

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

4 Use of Common Property

4.1 Your use of Common Property

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

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

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

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

AL036112V

22/04/2014 \$61.50 OCAR



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

4.1.5 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;
 - iv. Machine room.
- in or on Common Property.



4.1.6 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.

in or on Common Property

4.2 Vehicles on Common Property

4.2.1 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 carpark;
- 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 Land in which the Vehicle is sought to be parked or left.

4.2.2 The Owners Corporation reserves the right to move or remove vehicles in breach of Rule 4.2.1 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.

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

- i. Common Property;
- ii. Land affected by the Owners Corporation.

4.2.4 You must reimburse on demand, the Owners Corporation for the cost of cleaning and removing any oil stain caused by your vehicle in contravention of this Rule.

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

4.3 Pets and animals on Common Property

4.3.1 The following provisions apply to the management of your animals which must be observed by you and persons under your control:

- i. you must at all times be in attendance with your animal when on Common Property and ensure that it is leashed at all times;
- ii. you may take any animal through the front foyer on a leash and must abide by directions for egress and ingress of animals into and out of the Development;
- iii. you must clean up after your animal
- iv. you will be responsible for any damage, cleaning or reinstatement costs incurred by the Owners Corporation as a result of presence of any animal on Common Property or the Building or the Development including the car parks.
- v. you must make sure your animal does not urinate or defecate on Common Property or Land affected by the Owners Corporation;
- vi. you must make sure your animal does not obstruct or interfere with a person's lawful use and enjoyment of Common Property;
- vii. you must make sure your animal does not enter any swimming pool, gymnasium, boardroom and /or Executive Lounge area forming part of the Common Property;
- viii. you must at all times make sure your animal is restrained and / or on a leash whilst on Common Property.

AL036112V

22/04/2014 \$61.50 OCAR



AL036112V

22/04/2014

\$61.50 OCAR



4.3.2 The Owners Corporation may resolve to have a pet or animal which is:

- i. A danger to persons and / or property; or
- ii. Which is causing a nuisance

removed from the Building and the development.

4.3.3 The Owners Corporation may provide written notice of any resolution to remove a pet or animal, to the person who is in control and / or possession of the pet or animal which is the subject of the resolution.

4.4 Upon receipt of notice of the resolution to remove a pet or animal, you must remove the pet or animal which is in your control and / or possession and which is the subject of a resolution.

4.5 A resolution to remove a pet or animal does not apply to a pet or animal that assists a person with an impairment or disability and which is advised to the Owners Corporation.

4.4 Use of the gymnasium

4.4.1 The following provisions apply to the use of the gymnasium area which must be observed by you and persons under your control:

- i. Children under the age of sixteen are not permitted to use the gymnasium;
- ii. Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
- iii. Unless the prior written consent of the Committee of Management has been first obtained, the gymnasium is for use by Residents only and no more than two guests per Lot at any one time and such guests are to be accompanied by a resident at all times;
- iv. Alcohol and food are not allowed in the gymnasium;
- v. Smoking is not permitted in the gymnasium;
- vi. All users of the gymnasium must carry a towel at all times and wipe down equipment after use;
- vii. Hours of use are from 5.00am to 12.00 midnight;
- viii. Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium, socks and gym shoes are to be worn at all time;
- ix. Suitable clothing (excluding swimwear) is to be worn whilst in the gymnasium;

AL036112V

22/04/2014 \$6150 OCAR



- x. All users of the gymnasium must not kick the walls or columns, mishandle or misuse equipment in the gymnasium. All users shall show courtesy to other participants;
- xi. Users of the gymnasium and their guests must be professionally inducted as to the use of the equipment by an authorised instructor approved by the Owners Corporation prior to the Owners Corporation granting access to the gymnasium area – Swipe access will not be given until an induction is completed;
- xii. All users of the gymnasium do so at their own risk;
- xiii. No music, other than that provided by the Owners Corporation is allowed in the gymnasium;
- xiv. You must not breach or permit persons under your control to breach these Rules as stipulated.
- xv. Mobile phones, cameras or any recording devices are not permitted in the gymnasium at any time without the consent of the Owners Corporation.
- xvi. You must not use the gymnasium for any commercial purpose;
- xvii. If you engage a personal trainer to utilise the gymnasium for the purposes of providing a service you must ensure the professional providing that service has a minimum of \$5,000,000 professional indemnity insurance. A copy of the certificate of currency must be provided to the Building Manager prior to use of the facility.

4.5 Use of pool

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

- i. Children may use the swimming pool area only if supervised by an adult at all times;
- ii. Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool areas;
- iii. Alcohol and food are not permitted in the swimming pool area;
- iv. Unless the prior written consent of the Committee of Management has been first obtained, the swimming pool areas are for use by residents and no more than two



- guests per Lot at any one time and such guests are to be accompanied by a resident at all times;
- v. Smoking is not permitted in the swimming pool area;
 - vi. For the hygiene of all users of the swimming pool, you must shower prior to entering the swimming pool area;
 - vii. Jumping, diving, running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area;
 - viii. Spitting is not permitted in the swimming pool or swimming pool area;
 - ix. Hours of use are 5.00am to 12.00 midnight;
 - x. All users of the swimming pool area must dry off before leaving this area;
 - xi. All users must be fully clothed and footwear must be worn to and from swimming pool area;
 - xii. You must ensure that you and all persons under your control wear appropriate bathing attire at all times when in the swimming pool area;
 - xiii. Nude bathing is prohibited and females must wear a bathing top in the swimming pool and adjoining areas;
 - xiv. All users of the swimming pool area do so at their own risk;
 - xv. You must ensure that you and all persons under your control do not breach these Rules.

4.6 Use of Boardroom & Executive Lounge

4.6.1 The following provisions apply to the use of the Boardroom and Executive Lounge which must be observed by you and persons under your control:

- i. Hours of use between 8.00am and 11:30pm;
- ii. The use of the Boardroom and Executive Lounge must be booked in advance, in writing to the Concierge by completing the booking form;
- iii. The Boardroom and Executive Lounge cannot be booked more than 2 months ahead of the proposed booking date.
- iv. The Boardroom and Executive Lounge cannot be booked collectively during times that would be considered peak periods, i.e. weekend afternoons and public holidays;

- v. The Boardroom and Executive Lounge cannot be booked for longer than 3 hours for any one booking unless approved by the Chairperson (or his delegate) of the Owners Corporation;
- vi. The Boardroom seats 10 and is for use by Residents only with no more than nine accompanying guests, unless prior written approval from the Chairperson (or his delegate) of the Owners Corporation has been given;
- vii. You must at all times be in attendance during any reserved meeting time – Guests must not be left unattended by residents in the Boardroom;
- viii. You must not smoke or make any undue noise in the Boardroom and Executive Lounge;
- ix. The consumption of food or alcohol in the Boardroom and Executive Lounge is not permitted without prior written approval from the Chairperson (or his delegate) of the Owners Corporation;
- x. You must advise the Concierge if you will be utilizing the kitchen services in the Boardroom. The kitchen area can only be used for warming food and must be cleaned after use – no cooking, frying of food is allowed;
- xi. You will be responsible for any damage, cleaning or reinstatement costs incurred by the Owners Corporation as a result of your use of the Boardroom and Executive Lounge;
- xii. The Boardroom and Executive Lounge are to be left in the same condition in which it was found;
- xiii. Residents booking a private function in the Executive Lounge with over 20 guests must pay an hourly fee of \$50.00 for a Concierge to be in attendance for the duration of their function prior to the commencement of the event. The additional Concierge will be arranged by either the Building Manager or Concierge;
- xiv. The additional Concierge will be the direct liaison for the course of the event and will conduct the preliminary inspection of the Executive Lounge with the resident. The additional Concierge will be positioned in the lobby until all guests arrive, and then within the area to ensure security to the Executive Lounge. The additional Concierge will also usher guests as they depart and complete a final inspection of the Executive Lounge with the resident;

- xv. The Owners Corporation will require a bond of \$500.00 (payable by cash/cheque/credit card) to book a private function in any of the facilities whenever food and/or drinks are served. This bond will be returned to the resident provided the facility is left in the condition in which it was received prior to the event – Bond refunds can only be received during business hours upon the authorisation by the Building Manager;
- xvi. You must not use the Boardroom or Executive Lounge for any commercial purposes unless the prior written consent of the Committee of Management has been first obtained;
- xvii. Users of the facilities do so at their own risk;
- xviii. Granting consent is subject to the Owners Corporation Rules and these conditions and as such are subject to change without notice.

4.7 Use of Cinema

4.7.1 The following provisions apply to the use of the Cinema which must be observed by you and persons under your control:

- i. Hours of use of the Cinema are between of 9.00am and 12.00 midnight Monday to Sunday, with the first movie able to commence at 9.00am and the last movie to be completed by 12.00 midnight;
- ii. The Cinema must be booked in advance, in writing to the Concierge or Building Manager;
- iii. You must at all times be in attendance during any reserved cinema use;
- iv. You will be responsible for any damage, cleaning or reinstatement costs incurred by the Owners Corporation as a result of your use of the Cinema;
- v. You must not smoke or make any undue noise or consume any food or alcohol in the Cinema unless approved in writing by the Committee of Management of the Owners Corporation;
- vi. You must not touch or interfere with any of the equipment in the Cinema;
- vii. Only the Concierge or Building Manager is permitted to operate the Cinema equipment;
- viii. You must leave the Cinema in the same condition in which it was found;
- ix. You must not use the Cinema for any commercial purposes;

AL036112V

22/04/2014 \$61.50 OCAR



AL036112V

22/04/2014

\$61.50 OCAR



- x. Only a maximum of twelve (12) people can use the Cinema.

4.8 Use of Change Room

4.8.1 The following provisions apply to the use of the change room area which must be observed by you and persons under your control:

- i. Children are not permitted in the change rooms unless accompanied by an adult;
- ii. Glass objects, drinking glasses and sharp objects are not permitted in the change rooms;
- iii. Alcohol and food are not permitted in the change rooms;
- iv. The change rooms are for use by Lot owners and Occupiers and no more than two invitees at any one time, although invitees are to be accompanied by you at all times;
- v. Smoking is not permitted in the change rooms;
- vi. Hours of use for the change rooms are 5:00 am to 12:00 midnight;
- vii. Footwear must be worn to and from the change rooms;
- viii. Showers should be kept to no longer than 3 minutes to ensure other users are not kept waiting too long and water conservation;
- ix. All users of the change rooms do so at their own risk;
- x. Keys for lockers can be obtained from the Concierge or Building Manager and must be returned after use;
- xi. A fee of \$100 will be charged to the locker user if the key is not returned after use, or lost;
- xii. Users of the lockers do so at their own risk;
- xiii. The lockers must not be used for any commercial purposes;
- xiv. Mobile phones or any camera operated devices are not permitted in the change rooms at any time;

4.9 Use of Massage Room

4.9.1 The following provisions apply to the use of the massage room area which must be observed by you and persons under your control:

- i. The massage room must be booked with the Concierge or Building Manager prior to being used;
- ii. The massage room can be used for a maximum period of 2 hours for any one booking;
- iii. Hours of use are from 5:00 am to 12:00 midnight;
- iv. If you request the services of a masseuse or other professional to utilize the massage room facilities for the purposes of providing a service you must ensure

AL036112V

22/04/2014 \$6150 OCAR



- the professional providing that services has a minimum of \$5,000,000.00 Professional Indemnity insurance. A copy of the certificate of currency must be provided to the Building Manager prior to use of the facility;
- v. The massage room must be left in a clean state with any oil spills cleaned and table cleaned;
- vi. The massage room is only to be used for professional massage booked by you;
- vii. Clean towels are to be used in the massage room at all times;
- viii. You are liable for any damage to the massage room or massage table;
- ix. Mobile phones or any camera devices are not permitted in the massage room at any time;

4.10 Use of Spa/Steam /Sauna Room

4.10.1 The following provisions apply to the use of the Spa/Steam/Sauna Rooms area which must be observed by you and persons under your control:

- i. Children under the age of sixteen are not permitted to use the Spa/Steam/Sauna areas;
- ii. Glass objects, drinking glasses and sharp objects are not permitted in the spa, steam room, or sauna areas;
- iii. Alcohol and food are not permitted in the spa, steam room or sauna areas;
- iv. The spa, steam room and sauna area are for use by Lot owners and Occupiers and no more than two invitees at any one time, although invitees are to be accompanied by you at all times;
- v. Smoking is not permitted in the spa, steam room or sauna areas; ,
- vi. For the hygiene of all users, you must shower prior to using the spa, steam room or sauna areas;
- vii. Hours of use are 5:00 am to 12:00 midnight;
- viii. All users of the spa, steam room and sauna must always carry 'a towel and must dry off before leaving this area;
- ix. A towel must be taken into the steam room or sauna for sitting on and drying off at all times;
- x. Footwear must be worn to and from the spa, steam room and sauna areas;
- xi. You must ensure that when in the spa, steam room or sauna areas appropriate attire is worn at all times. Nudity is not permitted at any time;

- xii. All users of the spa, steam room and sauna areas do so at their own risk;
- xiii. Keys for lockers can be obtained from the Concierge or the Building Manager and must be returned after use;
- xiv. A fee of \$100 will be charged to the locker user if the key is not returned after use, or lost;
- xv. Users of the lockers do so at their own risk;
- xvi. The Lockers must not be used for any commercial purposes.
- xvii. Mobile phones or any camera operated devices are not permitted in the spa, steam room or sauna areas.

5 Restricted use of Common Property

5.1 For security and safety reasons

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

- i. Close off or restrict access to Common Property not required for access to a Lot on either a permanent or temporary basis;
- ii. Permit, to the exclusion of others, any designated part of Common Property to be used by the Resident Manager, 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;
- iv. Restrict by means of key or other security device, your access to levels of Lots where you do not own or occupy a Lot or have exclusive use or special privileges of Common Property.

5.1.2 You must:

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



5.1.3 You must not:

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

5.2 Security Keys

5.2.1 If the Owners Corporation restricts access to Common Property, it may determine the number of Security Keys and security devices as it determines necessary for your Lot free of charge.

5.2.2 The Owners Corporation may charge a fee for any number of Security Keys or security devices issued in excess of the number allocated by it for your Lot.

5.2.3 The Security Keys belong to the Owners Corporation.

5.2.4 You must:

- i. Take all reasonable steps not to lose the Security Keys and / or security devices;
- ii. Return the Security Keys and / or devices to the Owners Corporation if you no longer need them or if you no longer own or occupy a Lot;
- iii. Notify the Owners Corporation immediately if you lose a Security Key or security device;
- iv. Include a requirement in any Lease document with respect to your Lot, the express requirement to return all Security Keys and security devices to you at the termination of the Lease.

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

- i. Copy Security Keys; or
- ii. Permit the Security Keys to be copied;
- iii. Give the Security Keys to someone who is not a Lot owner or Occupier.

6 Damage to Common Property

6.1 Subject to the Rules, you must not:

- i. Damage or deface;
- ii. Mark or paint;
- iii. Drive nails or screws into; or

AL036112V

22/04/2014 \$61.50 OCAR



AL036112V

22/04/2014 \$61.50 OCAR



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.

6.2 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.

6.3 You must:

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

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

- i. Any locking or safety device for protection of your Lot against intruders or to improve safety within your Lot;
- ii. Any screen or other device to prevent entry of animals or insects on the Lot; or interior blinds subject to such meeting specifications approved by the Owners Corporation within your Lot;
- iii. Any structure or device to prevent harm to children within your Lot.

6.5 Any installation permitted by these rules must:

- i. Be soundly built and meet acoustic standards as approved by the Owners Corporation;
- ii. Have been installed in a proper manner so as not to diminish or interfere with the integrity of the building;
- iii. Have an appearance, after installation, which is consistent with the colour, style and materials of the Building;

AL036112V



- iv. Comply with the Manager's stipulations from time to time;
- v. Do not affect the Owners Corporation's insurance policy.

6.6 Subject to these rules, you must:

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

7 Your Lot

7.1 Access to Lot

7.1.1 You must permit the Owners Corporation or any person authorised by the Owners Corporation, entry to your Lot upon receiving written notification from the Owners Corporation of their intention to do so.

7.1.2 The Owners Corporation must provide you with written notification of their intention to enter you Lot in accordance with applicable Laws.

7.1.3 Subject to these Rules, the Owners Corporation can request entry to your Lot for the purpose of inspecting and / or attending to the repair, maintenance or replacement of:

- i. The Lot;
- ii. Common Property;
- iii. Services.

7.1.4 The Owners Corporation and / or its authorised personnel are to use their best efforts to cause as little inconvenience to you and / or your invitees as is reasonable in the circumstances.

7.2 Change of use of Lot

7.2.1 You must not change the use of your Lot in a way that may affect the insurance cover or premium of the Owners Corporation.

7.2.2 Subject to these Rules, you must 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;
- iii. Uses for retail purposes.

and in the event of any such use you must immediately notify the Owners Corporation.

7.3 Use of Lot

7.3.1 Health, safety and security

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

7.3.2 Retail and Commercial use of Lot

You are not 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 from the relevant authorities to enable the relevant trade, profession or business to be carried on your Lot.

7.4 Building Works to your Lot

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

7.4.2 You must attend to the payment of all the Owners Corporation's costs associated with your request for their consent to the Building Works.

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

- i. Copies of all plans and specifications relating to the Building Works;

AL036112V



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

7.4.4 You must not proceed or permit any contractor or other third party to proceed with any Building Works until you have:

- i. Received written consent to the Building Works from the Owners Corporation;
- ii. Entered into a "Building Works Agreement" with the Owners Corporation with respect to the Building Works;
- iii. Paid the Owners Corporation the nominated bond (up to \$2,000) as determined by the Owners Corporation Committee of Management;
- iv. Caused to be effected and maintained during the period of the Building Works, WorkCover insurance and public liability insurance to the satisfaction of the Owners Corporation;
- v. Delivered a copy of the insurance policies and certificates of currency with respect to the insurance policies referred to in Rules 7.4.4 iv to the Owners Corporation;
- vi. Implemented appropriate measures to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners or Occupiers.

7.4.5 The Building Works Agreement is to include directions of the Owners Corporation with respect to:

- i. Building operations;
- ii. Means of access to the Building and the Lot the subject of the Building Works;
- iii. Use of Common Property;
- iv. On-site management and Building protection;
- v. Hours of work;
- vi. The supervision of your contractors, servants or agents.

AL036112V



7.4.6 The following restrictions apply to all Building Works:

- i. Building materials must not be stacked or stored in the front side or rear of the Building;

- ii. Scaffolding must not be erected on the Common Property or the exterior of the Building;
- iii. Construction work must comply with all Laws of the relevant statutory and governmental authorities;
- iv. 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.
- vi. Contractors must use the resident car park (Queens Lane) for transporting equipment and materials.

7.4.7 When carrying out Building Works you must:

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

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

7.5 Cleaning and repairing of Lot

7.5.1 You must keep:

- i. Your Lot;

AL036112V

22/04/2014 \$61.50 OCAR



AL036112V



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

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

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

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

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

7.6 Appearance of your Lot

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

- i. Keep anything in your Lot or on the balcony of your Lot that is visible from outside the Lot and which is not in conformity with the general appearance and keeping of the Building;
- ii. Attach or hang from the exterior of your Lot any aerial, speaker, acoustic device, TV 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 a Lot;
- iv. Construct or erect any shed, storage cage, enclosure or structure of any nature or description on a balcony, car park space or terrace garden area forming part of your Lot.

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

- i. Awnings;
- ii. Curtains, blinds or other window furnishings where such installations have the effect of changing the façade or external appearance of the Building.

AL036112V

22/04/2014

\$61.50 OCAR



7.6.3 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;
- ii. Any pipes, wiring, cables or the like to the external face of the Building;
- iv. Any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation.

7.6.4 You must not:

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

7.7 Appearance of your balcony

7.7.1 You must not:

- i. Hang any items including but not limited to clothes, laundry and bedding;
 - ii. Bolt down any items;
- on the balcony of your Lot or in an area that is visible from outside your Lot.

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

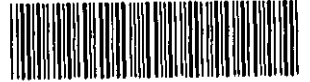
- i. Have an appearance which is consistent with the colour, style and materials of the Building;
- ii. Are of a type approved by the Owners Corporation;
- iii. Will not cause damage to the Lot and / or Common Property;
- iv. Are not dangerous.

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

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

AL036112V

22/04/2014 \$61.50 OCAR



7.8 Your car parking space

7.8.1 You must not:

- i. Use your car parking space or any car parking space for any purpose other than the parking of registered roadworthy Vehicles;
- ii. Store any items except a Vehicle in your car space;
- iii. Rent your car parking space to external parties (non-residents).

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

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

7.8.3 You must ensure that your car parking space is free from oil marks and is maintained in a clean and tidy condition.

7.8.4 You must remove any vehicle from your car space that becomes derelict, non-operational for any extended period, a hazard or may be dangerous to residents or the Building.

8 Waste disposal

8.1 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.

8.2 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the depositing of garbage, but otherwise you must comply with the following directions:

- i. Glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;

- ii. Recyclable items being without limitation, paper, cardboard and plastic, must be stored in the area designated by the Owners Corporation;
- iii. All other garbage must be drained and securely wrapped in small parcels and deposited in the garbage chute situated on the Common Property;
- iv. All cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

AL036112V



9 Support and provision of services

9.1 Metering of services

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

9.1.2 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 your unit liability with respect to your Lot by the total unit liability of all Lots serviced jointly and by no other reference;

9.1.3 Subject to these rules, if a supplier has issued an account to the Owners Corporation, 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 you 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 Lot owner or Occupier as a refund

9.2 Provision of services

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

AL036112V



9.3 Support of services

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

- i. Any support or shelter provided by your Lot or the Common Property for any other Lot or the Common Property is interfered with;
- ii. The structural and functional integrity of any part of the Common Property is impaired;
- iii. The passage or provision of services through your Lot or the Common Property is interfered with.

10 Storage

10.1 Storage of bicycles

10.1.1 You must not permit any bicycle to be:

- i. Stored other than in areas on Common Property designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks;
- ii. Brought into a Lot or onto Common Property other than for the purpose of storing it in the areas allocated by the Owners Corporation.

10.2 Storage of flammable liquids

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

10.2.2 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. For domestic purposes;
- ii. In the fuel tank of a Vehicle or internal combustion engine.

10.2.3 Subject to these Rules, if you are permitted to keep flammable liquids on your Lot you must do so in accordance with the guidelines of government agencies and with the consent of the resident building manager.

AL036112V

22/04/2014 \$61.50 OCAR



11 Signs

11.1 You must not:

- i. Erect or fix any sign or notices to the exterior of your Lot or on any part of Common Property where it can be viewed from an exterior position;
- ii. Erect any "for sale" or "for lease" boards on the exterior of your Lot or any part of Common Property or any part of the exterior of the Building.

11.2 Subject to these Rules, Lots used for commercial or retail purposes may erect or affix a sign or notice to the interior or exterior of their Lot provided the sign or notice:

- i. Is only for the purpose of identifying the business carried on from the Lot and the hours of operation of the business;
- ii. Does not exceed 1,200 mm in width and 1,200 mm in height;
- iii. Complies with the requirements of the relevant authorities;
- iv. Has been approved by the Owners Corporation.

12 Fire control

12.1 You must not:

- i. Keep flammable material on your Lot or any part of Common Property except as permitted by these Rules;
- ii. Interfere with fire safety equipment;
- iii. Obstruct fire stairs or fire escapes.

12.2 You must ensure that:

- i. You comply with all Laws about fire control;
- ii. All fire safety equipment in your Lot or on parts of Common Property is at all times operational.

12.3 You must take all reasonable steps necessary to avoid false alarm call outs to the fire brigade.

12.4 The 'Owners Corporation reserves the right to seek costs from you for false alarm call outs to the fire brigade caused by your intentional and or negligent acts.

AL036112V

22/04/2014 \$61.50 OCAR



13 Moving stock, furniture and goods

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

- i. Obtain the Owners Corporation's prior written consent to the moving;
- ii. Notify the Building manager and make appropriate arrangement with him or her at least three (3) days prior to your intended moving date;
- iii. Ensure that a representative of the Owners Corporation or Manager is present during the moving as may be determined at the discretion of the Manager.
- v. Ensure that you or your contractors or agent do not deface any part of the Building, Common Property or property of other residents during the course of moving and you will be responsible the cost of any damage or destruction.
- vi. Have paid the Owners Corporation the nominated bond of \$500 (payable by cash/cheque/credit card).

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

- i. The moving is conducted in accordance with the Owners Corporation's directions and during permitted hours;
- ii. The stock, furniture and goods are not moved through the front entrance of the Building;
- iii. Only the loading bay access as specified by the Owners Corporation is used to conduct the moving;
- iv. No waste or rubbish is left in any of the common areas after the completion of the moving;
- v. Moves are only permitted between 9:30am and 5:00pm (Monday to Friday excluding Public Holidays);
- vi. Booking of lifts are based on a first-come, first served basis and two lifts cannot be used simultaneously.

14 Insurance premiums

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

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

AL036112V

22/04/2014 \$61.50 OCAR



15 Managers

15.1 Committees and Sub-Committees

15.1.1 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.

15.1.2 A Committee as appointed by the Owners Corporation, from time to time, may elect Sub-Committees to assist it in the performance of its functions.

15.1.3 The Committee can delegate any or all of its functions to the Sub-Committees as permitted by Law;

15.1.4 Sub-Committees must:

- i. be comprised of Members;
- ii. not act outside of their delegation;
- iii. act honestly and in good faith in the performance of their functions;
- iv. act in accordance with the Committees instructions; and
- v. report to the Committee with respect to the performance of their functions.

15.1.5 Members of Sub-Committees must vote in their capacity as members of the Sub Committee and not as Members of the Committee.

15.1.6 The Committee and Sub-Committees must comply with these Rules and an applicable Laws.

15.2 Strata Manager and Building Manager

15.2.1 The Owners Corporation may appoint a Strata Manager and/or Building Manager to perform any of its powers or functions except those that require a unanimous or special resolution.

15.2.2 When appointing a Strata Manager and /or Building Manager, the Owners Corporation must comply with all Laws and regulations governing their election;

15.2.3 All Strata Managers and Building Managers appointed by the Owners Corporation must:

- i. Comply with all relevant Laws and regulations;

- ii. Report to the Committee, where a Committee has been elected, on the carrying out of its functions

15.2.4 You must not interfere with or stop the Manager from:

- i. Performing its obligations or exercising its rights under their agreement with the Owners Corporation,
- ii. Using Common Property that the Owners Corporation permits them to use.

15.3 Consent of Owners Corporation

15.3.1 Any consent required from the Owners Corporation and which does not require the passing of special or unanimous resolution pursuant to these Rules may be given:

- i. By the Owners Corporation at a Committee meeting;
- ii. By any person to whom the Owners Corporation has delegated the power or function, including but not limited to the Committee, sub Committee, member of a Committee or sub Committee or the Manager.

15.3.2 The Owners Corporation may apply conditions to any consent given under these Rules and you must ensure that all the conditions are complied with.

15.3.3 The Owners Corporation may revoke any consent given under these Rules if you do not comply with:

- i. Any conditions attached to the consent;
- ii. The Rules pursuant to which the consent was given.

15.4 Breach of Rules

15.4.1 In the instance that you have breached or failed to comply with a Rule requiring you to do anything to your Lot, Common Property or Land affected by Common Property, the Owners Corporation may:

- i. Take all necessary action to rectify your breach which shall be at your expense;
- ii. Do anything necessary on your Lot, Common Property or Land affected by Common Property at your expense that should have been done by you but which was not or which in the opinion of the Owners Corporation was not done properly.

AL036112V

22/04/2014

\$6150 OCAR



15.4.2 The Owners Corporation must provide you with written notice specifying when it will enter your Lot to do the works and you must

- i. Provide the Owners Corporation with access to your premises at all reasonable times in accordance with it's written notice, at your cost;
- ii. Pay the Owners Corporation for its costs of doing the works.

15.4.3 The Owners Corporation reserves the right to recover any costs you owe it pursuant to these Rules as a debt

15.4.4 You must pay on demand, all legal costs on a solicitor/own client basis which the Owners Corporation pays, incurs or expends in consequence of your breach or failure to comply with any of these Rules including but not limited to the recovery of Owners Corporation contribution fees.

16 Complaints and dispute resolution

AL036112V

22/04/2014 \$6150 OCAR



16.1 Complaints

16.1.1 You and/or the Strata Manager, Resident 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 Lot owner;
- ii. An Occupier of a Lot;
- iii. A Manager

16.1.2 All complaints must be:

- i. In writing;
- ii. In the approved form as required by Laws from time to time.

16.1.3 All complaints must be brought to the attention of:

- i. The Grievance Sub-Grievance Committee if such a Committee has been elected;
- ii. The Owners Corporation in all other circumstances.

16.1.4 The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints.

16.1.5 The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make an application.

16.2 Dispute resolution

16.2.1 The Owners Corporation or the Grievance Sub-grievance Committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within twenty one (21) days of the complaint coming to the attention of the parties.

16.2.2 The Owners Corporation or the Grievance Sub-grievance Committee cannot take any action with regard to the complaint until:

- i. A meeting of the parties to the dispute has been organised to discuss the dispute; and
- ii. It is satisfied that the dispute remains unresolved.

16.2.3 It is deemed that the Owners Corporation or the Grievance Sub-grievance Committee has complied with its requirement to hold a meeting between the parties to a dispute irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or Grievance Committee.

17 Use of Visitors' Car Park

17.1 The following provisions apply to the use of visitors' car park which must be observed by you and persons under your control:

- i. Residents must pre-book car park bays with Concierge with their apartment number and visitor's vehicle registration number prior to their arrival. No more than two car spaces can be booked at any one time unless approved by Concierge;
- ii. Residents must be on site when their visitor arrives, otherwise no entry will be granted unless prior arrangement has been made with Concierge;
- iii. Visitors with no booking should press 'P' at car park entry or call Concierge's mobile. Visitors must state which resident and apartment number they are visiting;
- iv. Concierge should then call the apartment via intercom for resident's approval before giving car park access. If the resident is not home, access will be denied;

AL036112V

22/04/2014

\$61.50 OCAR



- v. With access approved, Concierge should ask for the visitor's vehicle registration number and open the car park door. A 24 hour parking limit applies;
- vi. Visitors will only be allowed into the visitors' car park without a resident present if prior arrangements have been made by the resident with Concierge;
- vii. Unauthorised vehicles parking in the visitors' car park must be reported to the Building Manager. An illegally parked notice is to be placed under the wiper on the left hand side of the windscreen;
- ix. On days determined by the Committee of Management to be 'special event days' the booking system for the visitor car park will not be used. It will revert to a 'first come-first served' arrangement.

18 Sale & Lease of Apartments

18.1 The following provisions apply to the sale and lease of apartments which must be observed by you, all real estate agents and guests:

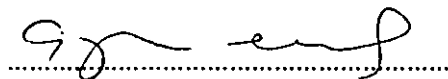
- i. Agents visiting the complex must report to the Concierge upon arrival and notify the Concierge of the number of the apartment for inspection;
- ii. Two agents must be in attendance for the 'Open for Inspections'. One agent should be in attendance at the main security entrance door, while the second agent escorts the client through the Complex to the respective apartment;
- iii. Only one agent is required for private inspection;
- iv. Times for 'Open for Inspections' must be arranged with the Building Manager at least 48 hours in advance, so as security arrangements can be monitored;
- v. Agents must not place advertising notices or boards in the common areas of the Complex or anywhere on the property;
- vi. Agents must personally escort their clients within the Complex at all times;
- vii. Agents must not engage with clients in the common areas of the Complex for the purpose of signing property documents;
- viii. Under no circumstances are keys to be issued to clients thus allowing viewing without the presence of a representative from the selling agent.
- ix. Auctions are not permitted to be held in the common areas of the Complex unless prior arrangements have been made with the Building Manager.

AL036112V

22/04/2014 \$61.50 OCAR



I, Gregor Evans act as Secretary for Yve Apartments (OCPS 514665E), hereby certify these Owners Corporation Rules.



Signature

8/4/14

Dated

AL036112V

22/04/2014

\$61.50 OCAR

