

Grand Central Apartments



Owners & Residents Manual

Grand Central Apartments
33 – 71C Spencer Street, Docklands VIC 3008
Owners Corporation PS 331362S



Owners & Residents Manual

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Content (including procedures and forms) may change without notice.

Check with the Owners Corporation manager for updates.

E&OE

Revision Control

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1	2020-02-18	Initial release.	Peter Parsons (OC)
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Contents

1.	INTRODUCTION.....	1
1.1.	Purpose and scope	1
1.2.	Owners Corporation and Committee of Management	1
1.3.	Reference documents	1
2.	PRINCIPAL SERVICE PROVIDERS	2
2.1.	Owners Corporation manager	2
2.2.	Building manager	2
3.	CONTACT LIST	3
4.	MOVING IN AND OUT	5
5.	BUILDING ACCESS	5
5.1.	Security	5
5.2.	Access tokens	5
5.3.	Apartment doors and locks	6
5.4.	Lifts	6
6.	APARTMENT SERVICES.....	6
6.1.	Concierge	6
6.2.	Air conditioning	6
6.3.	Electricity	7
6.4.	Gas	7
6.5.	Water	7
6.6.	Postal mail and deliveries	7
6.7.	Telephone and internet	7
6.8.	Television and radio	8
7.	WASTE	9
7.1.	General and recycling	9
7.2.	Hard waste	9
7.3.	Charity waste.....	9
8.	MAINTENANCE	9
8.1.	Plumbing and drainage	9
8.2.	Electricity	9
8.3.	Telephone and internet	9
9.	PARKING	9
9.1.	General.....	9
9.2.	Car park building	10
9.3.	Storage pods and parking bollards	10
9.4.	Bicycles	10
10.	RECREATION.....	10
10.1.	Swimming pool	10
10.2.	Spa	10

10.3.	Sauna	10
10.4.	Barbecues	10
10.5.	Gymnasium	10
11.	RENOVATIONS	10
12.	SPECIAL RULES	11
ANNEX 1 – Move in, Move out, Induction.....		13
ANNEX 2 – Access Tokens, Apartment Doors and Mailboxes		17
ANNEX 3 – Use of Car Park by Non-Residents		23
ANNEX 4 – Car Park Storage Pods and Bollards.....		27
ANNEX 5 – Renovations.....		24
ANNEX 6 – Special Rules.....		28

1. INTRODUCTION

1.1. Purpose and scope

The purpose of this Owners and Residents Manual is to provide information to assist Lot Owners and tenants to live harmoniously and safely at Grand Central Apartments.

The scope of the Manual includes useful contact information for tradespeople who have knowledge and experience at Grand Central Apartments, moving in, around and out of the building, security, recreational facilities, procedures adopted by the Owners Corporation relevant to Lot Owners (such as renovation procedures), and the Owners Corporation Rules.

This Manual is updated as relevant information changes.

1.2. Owners Corporation and Committee of Management

The **Owners Corporation** is regulated by the *Owners Corporations Act 2006* (VIC), associated Regulations, other relevant laws and the Special Rules (see Annex 6) of the Owners Corporation.

At the **Annual General Meeting**, all Lot Owners set the annual budget, maintenance plan, annual levies, elect a Committee of Management, and consider any other relevant matters.

An **Owners Corporation Manager** is appointed to administer financial and regulatory matters. These matters include maintaining a register of Lot Owners, invoicing levy amounts, paying bills, communicating with Lot Owners and ensuring regulatory requirements are fulfilled (such as insurance).

A **Building Manager** is appointment to maintain common services within the building and grounds for the benefit of Lot Owners and residents. Services include the swimming pool, issue and control of Access Tokens, gardening, common area lighting and building safety systems.

The **Committee of Management** meets every two months, together with the Owners Corporation Manager and Facilities Manager. The Committee sets the strategic direction for the Owners Corporation, ensures the decisions made at the AGM are implemented and works with the principal service providers to monitor the on-going upkeep of and improvements to the building, and grounds.

Lot Owners are invited to observe Committee meetings. The agenda for, and minutes of meetings are distributed to all Lot Owners.

1.3. Reference documents

Documents are available to all Lot Owners, some of which form part of this Manual. Relevant documents are listed in Table 1.

Table 1 – Reference documents

Reference	Name	Description
D61	Apartment keys application form	Used by owners to obtain additional apartment keys.
D62	Building Access Tokens Order Form	Used by owners to obtain building access tokens.
D63	Car Park Access Tokens Order Form	Used by car park lot owners to obtain car park radio signalling access tokens.
D130	Mailbox keys and barrel replacement form	Used by owners to obtain replacement mailbox keys and/or replacement of the mailbox lock barrel.
P6	Car park storage pods and bollards	Approved suppliers of car part storage pods and bollards. Includes constraints on storage pod locations.

Reference	Name	Description
P2	Move in, induction, move out	Procedure for residents to move in and out of the building. The procedure includes induction training for new residents; to inform them of facilities available for residents and norms of expected behaviour.
P8	Renovation	Procedure for the approval and execution of Lot renovations. This procedure includes requirements for demolition and construction, including the isolation and reinstatement of Building Services (including fire safety measures), use of common property, building protection, use of lifts, storage of equipment and materials, cleaning, and hours of work.
PS331362S	Special Rules	Rules adopted by the Owners Corporation to control, manage and administer the use and enjoyment of common property.
R18	Use of car park by non-residents	Provides information about the use of car parks by persons who are not residents of the building.

2. PRINCIPAL SERVICE PROVIDERS

2.1. Owners Corporation manager

Civium Property Group ensures that administrative, financial and regulatory requirements are managed in a timely and effective manner. These include:

- Communication with Lot Owners and Agents, such as the distribution of agenda and meeting minutes, administering ballots, and general correspondence.
- Invoicing levy amounts, collecting any overdue fees and account enquiries.
- Paying bills on behalf of the Owners Corporation.
- Maintaining bank and other financial accounts.
- Regulatory requirements, such as appropriate insurance coverage.

2.2. Building manager

Focused Facilities Management provide a Building Manager during normal business hours to maintain common property and services within the building and grounds for the benefit of Lot Owners and residents. These include:

- Cleaning of common areas.
- Maintenance of the swimming pool.
- Issue and control of Access Tokens.
- Gardening.
- Common area lighting.
- Maintenance of building safety and security systems.

3. CONTACT LIST

Table 2 lists useful contacts for Lot Owners and residents.

Some matters are the responsibility of individual Lot Owners (such as internet access), however some companies are listed that have experience in Grand Central Apartments. To that extent, they may provide knowledgeable service. The Owners Corporation does not endorse and is not responsible for the performance of service providers engaged by Lot Owners.

Table 2 – Service providers

Function	Company	Contact	Function	Telephone	Email
Owners Corporation management	Civium Property Management	Josie Terranova	Accounts, disputes, meeting and agenda information	+61 1300 724 256	josie.terranova@civium.com.au
Building management	Focused Facilities Management	Usman Arif	Building maintenance issues, rubbish, incorrect parking, access tokens	+61 (0)458458399	thegrand@focusedfm.com.au
Air conditioning	Matterhorn		General repairs and maintenance	+61 (0)3 9338 4802	
Cleaning		Rahim Shah	Cleaning	+61 (0)416422121	
Electrical	Fredon Electrical	Craig Suslik	General repairs and maintenance	+61 (0)428304247	csuslik@fredon.com.au
Handyman	JRS Property Services	Joel Redford	General repairs and maintenance	+61 1300 582 041	service@jrs.net.au
Mailbox keys & locks	Focused Facilities Management	Usman Arif	Available during normal business hours	+61 (0)458458399	thegrand@focusedfm.com.au
Painting	Mike Bailey Painters	Mike Bailey	Patch and paint	+61 (0)427589621	
Pest control	Exopest		Carpet beetles and other pests and vermin	+61 (0)3 8696 9000	
Security – building access	Focused Facilities Management	Usman Arif	Available during normal business hours	+61 (0)458458399	thegrand@focusedfm.com.au
Security – car park access	Focused Facilities Management	Usman Arif	Available during normal business hours	+61 (0)458458399	thegrand@focusedfm.com.au
Security – apartment access	Omega Corporate Security	Colin Hobday	Apartment keys	+61 (0)3 9689 3488	
Telephone and Internet	TPG		Broadband internet and telephone services	+61 1300 403 211	www.tpg.com.au/fttb
	Telstra		Broadband internet and telephone services	+61 13 22 00	www.telstra.com.au/internet/nbn

Function	Company	Contact	Function	Telephone	Email
Television signal	Focused Facilities Management	Usman Arif	Available during normal business hours	+61 (0)458458399	thegrand@focusedfm.com.au
Water and plumbing	Sean Purcell Plumbing	Sean Purcell	Hot water tank replacement. General apartment plumbing and drainage repairs.	+61 (0)3 9846 8979 +61 (0)408357902	seananna@netspace.net.au
	Butler Plumbing		Hot water tank replacement. General apartment plumbing and drainage repairs.	+61 (0)3 9416 1726	
Windows (main) ¹	Sashman Pty Ltd	Adam Downie	Sticking windows, broken sash cords	+61 (0)3 9544 1016	info@sashman.com.au adam@sashman.com.au www.sashman.com.au
Windows (double glazing)	StopNoise ²		Supply, repair and replacement of internal windows	+61 (0)3 9775 0551	info@stopnoise.com.au

¹ The outside windows are part of common property and are the responsibility of the Owners Corporation. Some Owners have windows that are difficult to open and close. A common problem identified is binding of the sash cord pulley, which is easily fixed with a spray of silicon-based lubricant (such as RP7).

² StopNoise was used by most Lot Owners for the supply of the internal windows that provide double glazing to many apartments.

4. MOVING IN AND OUT

Where moving in and out of the Grand Central includes moving furniture and other bulky items, the move must be coordinated with the Building Manager. A loading bay is available near the southern entrance to the rear car park, where moving vans and trucks may be unloaded and loaded.

When moving in for the first time, the Building Manager will provide new residents with induction training, including where to place rubbish, how to access the building and common areas (such as the barbecues and swimming pool), and where to get mail, etc.

The move in, move out and induction details are shown in Annex 1.

5. BUILDING ACCESS

5.1. Security

A security system is installed to prevent unauthorised access to the building, rear courtyard and car park. The effective operation of security elements of the building is the collective responsibility of all residents and visitors (including tradespeople).

Electronic locks restrict access to the following areas.

- In and out of the building (and to Levels 1, 2 and 3).
- To the rear courtyard and barbecues.
- To the swimming pool.

Vehicular access to the car park is restricted through the use of electric gates. Only owners of car park lots are entitled to have vehicular access to the car park.

Residents should ensure that unauthorised people do not gain access to the building, courtyard area or car park by closing following an authorised person. The entrance to the Hotel is private property, owned by the Hotel. It is not an authorised entrance for residents and should not be used to enter or exit the building.

CCTV cameras operate in common areas and may be used for post-event analysis, however prevention of an adverse event should be the goal of all residents.

5.2. Access tokens

5.2.1. General

Access tokens to provide access to secure areas are registered and maintained as part of the security access system.

5.2.2. New building access tokens

Where a Lot Owner seeks an additional building access token, the Lot Owner or agent for the Lot Owner needs to complete the **Building Access Tokens Order Form** (D62) (see Annex 2).

Once payment for the access token(s) has been made to the Owners Corporation, the Lot Owner should bring the **Building Access Tokens Order Form** (D62) and bank deposit receipt to the Building Manager.

The Building Manager will register the relevant access token(s) in the name of the applicant.

5.2.3. Replacement building access tokens

Where a Lot Owner or resident requires a replacement building access token, the Building Manager will exchange the old access token for a replacement token at no cost.

5.2.4. New Car Park Access Tokens

Where a Car Park Lot Owner seeks an additional car park access token, the Lot Owner or agent for the Lot Owner needs to complete the **Car Park Access Tokens Order Form** (D63) (see Annex 2).

Once payment for the car park access token has been made to the Owners Corporation, the Lot Owner should bring the **Car Park Access Tokens Order Form** (D63) and bank deposit receipt to the Building Manager.

The Building Manager will register the relevant access token in the name of the applicant.

5.2.5. Replacement Car Park Access Tokens

Where a Car Park Lot Owner or resident requires a replacement car park access token, the Building Manager will exchange the old access token for a replacement token at no cost.

5.3. Apartment doors and locks

5.3.1. General

Apartment entry door locks and door furniture (including door handles) are part of the common property of the Owners Corporation and cannot be changed without the agreement from the Owners Corporation.

Where maintenance is required to change Lot door furniture, the Owners Corporation will undertake the maintenance of its property. The costs of the maintenance may be on-charged to the Lot Owner if the “benefit principle” applies to the work. In that case, the Lot Owner is required to complete the **Lot Entry Door Furniture Order Form** (D95) (see Annex 2).

5.3.2. Keys and Lock Barrels

Apartment door locks are part of the building master key system. The issue of keys is strictly controlled. Where a Lot Owner or authorised agents requires additional apartment keys or the replacement of the lock barrel, then the Lot Owner or agent must complete the **Apartment Key & Barrel Order Form – System AH417HN** (D61) (see Annex 2).

The order form is submitted to the Owners Corporation Manager for approval prior to the key supplier issuing the key.

5.4. Lifts

The lifts located at the northern and southern wings are common property and may be used by residents.

The lift at the southern wing opens to the Hotel reception area. Residents are not permitted to use the Hotel entrance to access the southern lift.

The goods lift is the property of the Hotel and is used as part of its business. Residents may use the goods lift only by prior arrangement with the Hotel.

6. APARTMENT SERVICES

6.1. Concierge

Grand Central Apartments **does not** have a concierge service. The principal service providers only work during normal business hours.

Residents should not use the Hotel as a proxy for a concierge. Whilst the Hotel and residents live and work together, the Hotel is a business and should not be treated as an after-hours service provider to greet resident's guests, receive packages or food deliveries, or solve apartment after-hours service problems (such as electricity failure or dripping taps).

6.2. Air conditioning

Some apartments include air conditioning. The central air conditioning plant provides a temperature-controlled water supply to each air conditioning fan-coil unit. The central plant is maintained by the Owners Corporation.

The individual fan-coil units installed within air conditioned apartments are owned by and are the responsibility of the Lot Owner.

6.3. Electricity

The Owners Corporation is responsible for electricity supply to common areas. Lot Owners are responsible for electricity supply to individual apartments.

Each apartment has its own electricity smart meter. The meter rooms are locked and accessible only by the Building Manager.

Electricity is matter for each resident to contract separately with their chosen retailer.

6.4. Gas

Gas is generally not available to individual apartments.

6.5. Water

6.5.1. General

Water is supplied throughout the building and grounds as a common service. Individual do not have separate water meters. The cost of water (including both the supply and consumption) form part of the annual levies paid by Lot Owners.

6.5.2. Hot water

Each apartment has its own hot water service tank. These are generally located in the cupboard near the front door or under the stairs. The shut off valves for the hot water tanks are located adjacent to the tank.

6.5.3. Cold water

Individual water supply shut off valves for apartments are located within the individual lot, normally adjacent to the hot water unit.

6.6. Postal mail and deliveries

6.6.1. General

The mailboxes are located on Level 1, near the principal building entrance.

Each Lot Owner is issued with two mailbox keys.

Mailboxes are part of the common property of the Owners Corporation and mailbox locks cannot be changed without the permission from the Owners Corporation.

6.6.2. Mailbox Keys and Locks

Where a Lot Owner seeks a replacement mailbox key or the replacement of the mailbox lock, the Lot Owner shall complete the **Mailbox Key and Lock Replacement Order Form** (D130) (see Annex 2).

Note: The mailbox lock may be replaced at the request of the Lot Owner to secure the mailbox in the event that some original keys are missing.

Once payment for the keys and/or lock has been made to the Owners Corporation, the Lot Owner should bring the **Mailbox Key and Lock Replacement Order Form** (D130) and bank deposit receipt to the Building Manager to collect the keys.

6.7. Telephone and internet

Lot Owners are responsible for telephone and internet services. Individual lines to each apartment are connected from a central location (the MDF room) on Level 1.

Fibre cable from both the NBN and TPG is available in the building.

Telephone and internet services are matters for each resident to contract separately with their chosen retailer.

6.8. Television and radio

Free-to-air broadcast television and radio is supplied to each residential apartment via a central cable distribution network. Available channels are listed in Tables 3 ~ 5.

Table 3 – Broadcast analogue television channels

Channel	Name	Channel	Name
1	C 42 ABC	2	C 43 7
3	C44 9	4	C45 10
5	C46 SBS		

Table 4 – Broadcast digital television channels

Channel	Name	Channel	Name
1	10 Bold	2	ABC
3	SBS ONE	7	7 Melbourne
9	Channel 9 Melbourne	10	10
11	10 Peach	12	10 BOLD
13	10 HD	14	TVSN
15	SpreeTV	20	ABC HD
21	ABC	22	ABCComedy/Kids
23	ABC ME	24	ABC News
30	SBS ONE HD	31	SBS VICELAND HD
32	SBS World Movies	33	SBS Food
34	NITV	70	7HD Melbourne
71	7 Melbourne	72	7TWO Melbourne
73	7mate Melbourne	74	7food network
75	Openshop	76	7flix Melbourne
78	RACING.COM	90	9HD Melbourne
91	Channel 9 Melbourne	92	9Gem Melbourne
93	9Go! Melbourne	94	9Life Melbourne
95	9Gem HD Melbourne	99	9Go! Melbourne

Table 5 – Broadcast radio channels

Channel	Name	Channel	Name
25	ABC MELBOURNE	26	ABC RN
27	ABC Classic	28	Triple j
29	Triple j Unearthed	36	SBS Arabic24
37	SBS Radio 1	38	SBS Radio 2
39	SBS Chill	200	Double J
201	ABC Jazz	202	ABC KIDS Listen
203	ABC Country	204	ABC NewsRadio
301	SBS Radio 1	302	SBS Radio 2

7. WASTE

7.1. General and recycling

Except for Level 1, there are two rubbish rooms, located at the northern and southern end of each level. The rubbish rooms include separate bins for recycling. Residents should sort domestic rubbish, mixed recycling waste and cardboard waste, and place it in the appropriate bins.

7.2. Hard waste

Hard waste (large items, such as appliances) is generally collected every three months. The Building Manager will notify residents when a collection is imminent.

Hard waste is placed by residents in a designated area at the rear south west corner of the building, adjacent to the railway viaduct, and near the car park southern entrance.

7.3. Charity waste

Two charity bins for recycled clothing and other re-useable items are located on Level 1 of the car park, adjacent to the stairs.

8. MAINTENANCE

8.1. Plumbing and drainage

Plumbing and drainage within an apartment is the responsibility of the Lot Owner. This includes leaking taps, burst hot water services and blocked drains.

Where water is entering an apartment from an adjacent apartment, then the Owners Corporation may investigate the cause of the leak and have the leak stopped to prevent damage. Such leaks will be investigated to determine the cause.

Where a leak is caused by a failure of common property, then the Owners Corporation will pay for the costs of rectification.

Where the leak is caused by pipes or drains for which the Lot Owner is responsible (including drainage pipes leading to the main plumbing riser pipe), then the Lot Owner will need to pay for the repairs. This may include costs incurred by the Owners Corporation to determine the cause of the problem and effect repairs.

8.2. Electricity

Electricity supply to each apartment is the responsibility of the Lot Owner. Where electricity supply to an apartment fails, then the Lot Owner should contact their electricity service provider. Lot Owners may also need to contact a registered electrician to determine the root cause of the failure and to effect repairs.

8.3. Telephone and internet

Telephone and internet services to an apartment is the responsibility of the Lot Owner. This includes the cabling from the MDF room to each apartment.

9. PARKING

9.1. General

Parking is only available in designated car park lots in the car park building at the rear of the main building.

Limited parking is available in the loading bay while loading and unloading furniture and other bulky items.

The common area at the south of the building (around the fountain) is not a recognised car park.

9.2. Car park building

Vehicles can only be parked in designated park lots. A prohibition exists as part of the planning permit which restricts the use of car parks to resident and hotel guests. Car parks cannot be used (whether rented or at no cost) by people who are not residents or hotel guests (see Annex 3).

9.3. Storage pods and parking bollards

Storage pods may be installed at the rear of car park lots (except on the top level of the car park.

Bollard may be fitted to car park lots to prevent unauthorised parking of vehicles.

Details of approved car park storage pod suppliers and bollards are shown in Annex 4.

9.4. Bicycles

Bicycles should be stored in the bicycle room, located under the railway viaduct, near the fountain. The Building Manager can supply cyclists with a key to the storage room.

Bicycles must be tagged. The Building Manager maintains the tag details. Periodically, there is an audit of the bicycles and abandoned bicycles are passed on to new owners.

Only bicycles should be stored in the bicycle storage room. Other items will be removed by the Building Manager.

10. RECREATION

10.1. Swimming pool

The swimming pool on Level 1 is open each day from 0600 to 2200. General safety and social responsibility rules apply in and around the swimming pool.

10.2. Spa

The spa is adjacent to the swimming pool. The spa is open each day from 0600 to 2200. Foreign products (such as soap) should not be added to the spa.

10.3. Sauna

The sauna is owned by the Hotel and with its consent, may be used by all residents. The sauna is a dry sauna. Water (to create steam) should not be added to the heating stones.

The sauna is open each day from 0600 to 2200.

10.4. Barbecues

Two 2-plate barbecues are located in the courtyards, adjacent to the swimming pool. After use, residents should clean the barbecues and tidy the barbecue areas.

The barbecues do not have an evening closing time however, users should be aware that other residents live close to the barbecue areas and respect should be shown to avoid disrupting the quiet enjoyment that all residents are entitled to receive.

10.5. Gymnasium

The gymnasium and associated equipment are owned by the Hotel and with its consent, may be used by all residents. Residence need to be proficient in the use of the equipment to avoid injury.

The gymnasium is open each day from 0600 to 2200.

11. RENOVATIONS

Renovations within an apartment may be lengthy and disruptive to other residents. Lot Owners need to be aware that Heritage Victoria restrictions apply to the whole of the building and surrounding land. Changes may affect heritage aspects of the building and need to be approved. Annex 5 provides details of a procedure adopted to regulate renovations.

12. SPECIAL RULES

The Special Rules in Annex 6 are adopted by the Owners Corporation to control, manage and administer the use and enjoyment of common property.

Lot Owners and residents (including tenants) should be familiar with the Special Rules. The Special Rules include both positive and negative obligations on all Owners, residents and their guests.

A breach of the Special Rules may result in action taken by the Owners Corporation to remedy the breach.

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ANNEX 1 – Move in, Move out, Induction



Grand Central Apartments

Moving In, Induction & Moving Out

Purpose

The purpose of this document is to inform new owners and tenants of procedures for moving into the building, understanding key aspects of the building operation, and moving out of the building.

This document is available to all new occupants and real estate agents acting on behalf of owners.

Moving In

New occupants (including tenants) should contact the Building Manager (+61 4 5845 8399) at least one day prior to moving in, to:

- arrange for an induction to the building;
- provide new contact details; and
- agree a time to move furniture and personal affects into the building. This will help with arranging the availability of lift and loading bay parking access.

A trolley is available from the ground floor north end rear entrance to assist moving small items.

Please return the trolley after use.

Passenger lifts at the northern and southern ends of the building should not be used for moving goods. Goods requiring lift transportation should only be moved in the goods lift.

Induction

Induction to Grand Central is conducted by the Building Manager and consist of:

- Familiarisation with the Rules of the Owners Corporation.
- Entering the building from the car park.
 - To the north entrance and the lift/stairs on Level 1.
 - To the south entrance and the lift/stairs on Level 2.
 - From the pool (not recommended).
- Entering the building from Spencer Street.
 - From the north entrance to the lift/stairs on Level 2.
 - From the centre entrance to Level 2, the Grand Stairs to Level 3, or the lifts/stairs at the north or south ends of the building.
- Mail access and times when mailbox access is available.
- Use of barbecues, pool, spa, sauna and gym, including access hours (0600 ~ 2200).
- Rubbish and recycling, including bin room locations at both ends of the building on all levels except Level 1 and 6. If your rubbish does not fit in the bins the Building Manager will assist with disposal.
- Common areas of the building are smoke free.
- Bicycle parking under the railway bridge. How to obtain keys.

Car Parking

There is no allocated visitor parking within the site, including in front of the hotel entrance at the south end of the building.

Car park access for residents is from Commissioners Lane at the north end of the building. All parking bays are for residents and hotel guests only.

The south entrance to the car park is for hotel use.

Hotel

The hotel entrance at the south end of the building is for hotel guests and staff only. The entrance to the hotel is closed from 2300 ~ 0500, except for guests with access keys.

Moving Out

Occupants (including tenants) should contact the Building Manager (+61 4 5845 8399) at least one day prior to moving out, to agree a time to move furniture and personal affects out of the building. This will help with arranging the availability of lift and loading bay parking access.

A trolley is available from the ground floor north end rear entrance to assist moving small items.

Please return the trolley after use.

Passenger lifts at the northern and southern ends of the building should not be used for moving goods. Goods requiring lift transportation should only be moved in the goods lift.

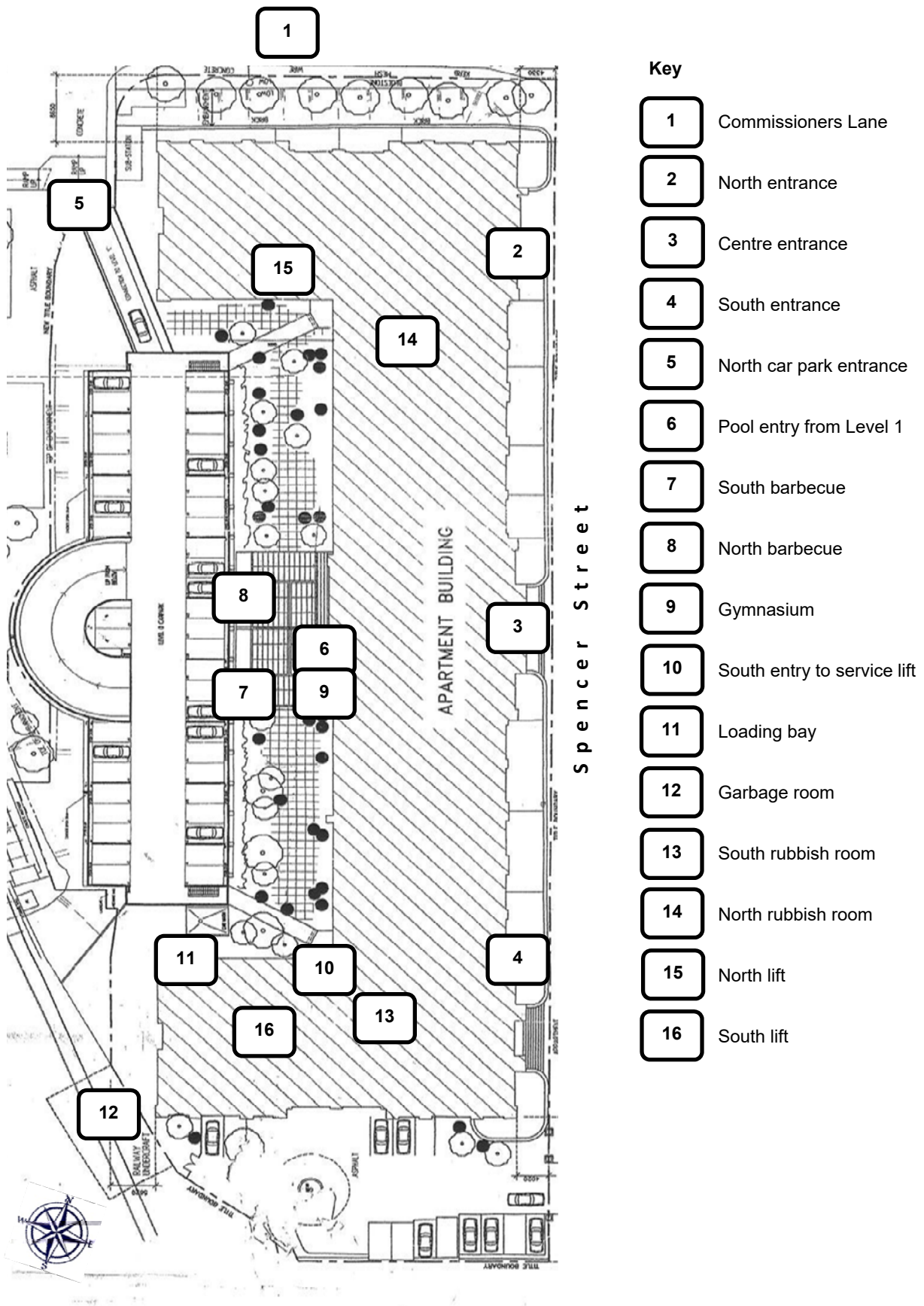


Fig. 1 – Grand Central Apartments key features.

ANNEX 2 – Access Tokens, Apartment Doors and Mailboxes



Grand Central Apartments

Building Access Token Order Form**Step 1 – Your Details****Note: Applications from tenants cannot be accepted.**

Name: _____ Email: _____

Company name (if applicable) _____

Address: _____

Postcode: _____

Phone (BH): _____ Mobile: _____

☐ (✓) Owner ☐ (✓) Agent* Email _____

*Attach a signed copy of the lease agreement or written approval from the owner.

Lot/Unit number: _____

Step 2 – Calculate Total Payment

Tax Invoice – ABN 55 795 399 676

Number of building access tokens _____ @ \$12.70 each (incl. GST) \$

Civium handling fee \$ 27.50

Total Payable \$**Step 3 – Select Payment Option****a) Electronic Funds Transfer**Bank: **Macquarie Bank** Account name: **PS331362S** BSB: **183-334** Account Number: **246219679**Reference: **Lot [insert unit number]****b) Cheque** made payable to Owners Corporation 331362S.**Step 4 – Submission**

For payment by EFT, send form and payment receipt to Civium Property Services.

Email: melbourne@civium.com.au

For payment by cheque, send form and cheque to:

Civium Property Group
Unit 39, 574 Plummer Street
PORT MELBOURNE VIC 3207**Step 5 – Access Token Pickup**

Take a copy of this form and payment receipt to the Building Manager to pick up access token.

Building access token receipt acknowledgement:

Name: _____ Signature: _____ Date: _____



Grand Central Apartments

Car Park Access Token Order Form**Step 1 – Your Details****Note: Applications from tenants cannot be accepted.**

Name: _____ Email: _____

Company name (if applicable) _____

Address: _____

Postcode: _____

Phone (BH): _____ Mobile: _____

☐ (✓) Owner ☐ (✓) Agent* Email _____

*Attach a signed copy of the lease agreement or written approval from the owner.

Car Park Lot number: _____

Step 2 – Calculate Total Payment

Tax Invoice – ABN 55 795 399 676

Number of building access tokens	_____	@ \$60.50 each (incl. GST)	\$
Civium handling fee			\$ 27.50
		Total Payable	\$

Step 3 – Select Payment Option**a) Electronic Funds Transfer**Bank: **Macquarie Bank** Account name: **PS331362S** BSB: **183-334** Account Number: **246219679**Reference: **Lot [insert unit number]****b) Cheque** made payable to Owners Corporation 331362S.**Step 4 – Submission**

For payment by EFT, send form and payment receipt to Civium Property Services.

Email: melbourne@civium.com.au

For payment by cheque, send form and cheque to:

Civium Property Group
Unit 39, 574 Plummer Street
PORT MELBOURNE VIC 3207**Step 5 – Access Token Pickup**

Take a copy of this form and payment receipt to the Building Manager to pick up access token.

Car park access token receipt acknowledgement:

Name: _____ Signature: _____ Date: _____



Grand Central Apartments

Lot Entry Door Furniture Order Form**Step 1 – Your Details****Note: Applications from tenants cannot be accepted.**

Name: _____

Lot/Unit number: _____

Company name (if applicable): _____

Phone (BH): _____

Mobile: _____

☐

(✓) Owner

☐

(✓) Agent*

Email: _____

*Attach a signed copy of the lease agreement or written approval from the owner.

Step 2 – Door Furniture

Door knobs (pair)	@ \$150.00	\$
Mortice lock (includes lock barrel & snib)	@ \$470.80	\$
Lock barrel (optional)	@ \$108.62	\$
Installation labour (includes painting)*	@ \$231.00	\$
		Total (incl. GST) \$

* Estimate only. Actually cost may vary.

Step 3 – Place Order

Deliver this form to the Building Manager to arrange the works.

You will be invoiced separately by the Owners Corporation Manager once the works have been completed.

Step 4 – Authorisation

Name: _____

Signature: _____

Date: _____



Grand Central Apartments

Apartment Key & Barrel Order Form – System AH417HN**Step 1 – Your Details****Note: Applications from tenants cannot be accepted.**

Name: _____ Lot/Unit number: _____

Delivery address for keys: _____
Postcode: _____

Phone (BH): _____ Mobile: _____

☐ (✓) Owner ☐ (✓) Agent* Email _____

*Attach a signed copy of the lease agreement or written approval from the owner.

Signature: _____ Date: _____

Step 2 – Key NumberSystem code: **AH417HN** Key code (apartment number): _____**Step 3 – Calculate Total Payment**

Number of keys	_____	@ \$17.50 each	\$
Lock barrel		@ \$108.62 each	\$
<input type="checkbox"/> (✓) Pickup (\$0.00)	<input type="checkbox"/> (✓) Registered Post (\$12.50)	<input type="checkbox"/> (✓) Express Post (\$20.00)	\$
Civism handling fee			\$ 27.50
Total Payable			\$

Step 4 – Select Payment Option**a) Electronic Funds Transfer**Bank: **Macquarie Bank** Account name: **PS331362S** BSB: **183-334** Account Number: **246219679**
Reference: **Lot [insert unit number]****b) Cheque made payable to Owners Corporation 331362S.****Step 5 – Authorisation**

Present this form to the Owners Corporation Manager to authorise your purchase. Once the form has been authorised it will be forwarded to Omega Corporate Security for manufacture, and pickup or delivery.

OWNERS CORPORATION AUTHORISATION	
Civism Property Group, Unit 39, 574 Plummer St Port Melbourne VIC 3207 Email: melbourne@civism.com.au T: +61 1300 724 256	
Signature: _____	_____
Ashleigh Britnell	Date

Step 6 – Pickup/Delivery**Pickup**Omega Corporate Security
256 Hyde St, YARRAVILLE VIC 3013Contact: Colin Hobday
T: (03) 9689 3488**Delivery**Keys should be posted directly to your address in
7-10 days.



Grand Central Apartments

Mailbox Key and Lock Replacement Order Form**Step 1 – Your Details****Note: Applications from tenants cannot be accepted.**

Name: _____ Lot/Unit number: _____

Delivery address for keys: _____

Postcode: _____

Phone (BH): _____ Mobile: _____

☐ (✓) Owner ☐ (✓) Agent* Email _____

*Attach a signed copy of the lease agreement or written approval from the owner.

Signature: _____ Date: _____

Step 2 – Requirement☐ (✓) Replacement key(s) Lock code (4 digit number): CC _____
Stamped on mailbox lock.☐ (✓) Replacement lock**Step 3 – Calculate Total Payment**

Tax Invoice – ABN 55 795 399 676

Select required hardware	1 key	@ \$20.35 each	\$
	2 keys (as a pair)	@ \$31.35 / pair	\$
	Lock (excluding keys)	@ \$39.60 each	\$
Select one postal option	Regular post (keys only)	@ \$2.20	\$
	Priority post (keys only)	@ \$2.50	\$
	Parcel post	@ \$9.08	\$
	Express post	@ \$11.61	\$
	Civism handling fee		\$ 27.50
Total Payable			\$

Step 4 – Select Payment Option**a) Electronic Funds Transfer**Bank: **Macquarie Bank** Account name: **PS331362S** BSB: **183-334** Account Number: **246219679**
Reference: **Lot [insert unit number]****b) Cheque made payable to Owners Corporation 331362S.****Step 5 – Submission**For payment by EFT, send form and payment receipt to
Civism Property Services:
Email: melbourne@civism.com.auFor payment by cheque, send form and cheque to:
Civism Property Group
Unit 39, 574 Plummer Street
PORT MELBOURNE VIC 3207**Step 6 – Key Pickup**

Take a copy of this form and payment receipt to the Building Manager to pick up your key(s).

Mailbox key receipt acknowledgement:

Name: _____ Signature: _____ Date: _____

ANNEX 3 – Use of Car Park by Non-Residents



Grand Central Apartments

Use of Car Park by Non-residents

Purpose

This document provides information about the use of car parks by persons who are not residents of the building.

Current Car Parking Restriction

At the time of the conversion of the building to residential apartments, the developer sought planning approval to construct a multi-level car park at the rear of the building¹. The planning permit required (*inter alia*) the developer to enter into an agreement with the Melbourne City Council pursuant to s. 173 of the *Planning and Environment Act 1987* (Vic). The s. 173 Agreement was subsequently registered by Land Victoria and is identified as an Agreement on each Certificate of Title². For the purpose of this document, two relevant restrictions exist:

1. The maximum number of car parking places to $\left\lfloor \frac{7 \times (\text{building floor area (m}^2\text{)})}{1000} \right\rfloor$.

What this means: The maximum number of car parking places has been created on the site. These include car parking places in the multi-level car park and car parking places at the south end of the building.

2. Car parks are restricted to use by residents of the building including guests resident in the service apartments.

What this means: Hotel guest cars are permitted. Cars of guests of residents, and cars parked by non-residents (who may have an agreement to use a car park from a Lot Owner) are not permitted.

The s. 173 Agreement also binds future Lot Owners.

Reason for Restriction

The City of Melbourne has a long-term goal to reduce congestion in the city by restricting the number of cars in the city. The availability of parking is one way to reduce the incentive to bring cars into the city. The Planning Permit and subsequent s. 173 Agreement is consistent with the goal.

Practical Application

There is a practical recognition from Melbourne City Council planning officers that guests visiting residents for social occasions are not the target of the s. 173 Agreement however, non-resident car owners using the car park for regular car parking (whether paid or unpaid) would be subject to enforcement.

¹ Planning Permit No. TP-1993-747/A

² U809374F

Enforcement officers may attend the car park to check the rights of car drivers to park on the site. This includes checks on vehicle registrations. If non-residents are attempting to use the car park, then they could be issued with an infringement notice³.

In addition, the Owners Corporation could also be issued with an infringement notice. Given the previous notices issued by the Owners Corporation that restrictions apply to the use of car parks, the Committee of Management resolved to pass any fines received to the relevant Lot Owner⁴.

Available Avenues for Change

The s. 173 Agreement can be changed by agreement between all Lot Owners and the City of Melbourne. At the time of writing, the City of Melbourne planning department indicated that they would not agree to any change.

There is no avenue available for an individual Lot Owner to seek a change to an individual property title.

What this means: It is highly unlikely that the restriction on the use of car parks will be changed.

Obligations

The Owners Corporation is obliged to comply with relevant legislation, regulations and agreements, and cannot knowingly assist in a breach.

What this means: Any car park entry remote controls known to be issued to non-residents will be disabled to prevent entry into the car park.

Lot Owners are equally obliged to comply with relevant legislation, regulations and agreements and should respect such obligations. In purchasing a Lot and as part of the discovery process, all Lot Owners should know or can be reasonably expected to know of their obligations.

What this means: Any car parks currently used by non-residents should be vacated.

Prepared by Peter Parsons

³ The infringement fee is up to \$750. Melbourne City Council may also prosecute an offender in a court of competent jurisdiction.

⁴ Committee of Management meeting minutes, dated 2015-06-29.

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ANNEX 4 – Car Park Storage Pods and Bollards



Grand Central Apartments

Car Park Storage Pods and Bollards

Purpose

This document identifies suitable storage pods for use in car park Lots, and bollards to prevent unauthorised cars from parking in private car park lots.

Principle

The principle underpinning the identification of suitable accessories is to ensure consistency of the accessories, and that minimum quality and durability standards are achieved.

Storage Pods

Permitted Types

Car park Lot Owners may install car park storage pods at the rear of the car park lot. Approved storage pods are list in Annex 1.

The storage pod colour shall be and remain shale grey.

What this means: The installation of approved storage pods will ensure that there is consistency of appearance throughout the car park. Storage pods should not be adorned with decals, etc.

Installation Limitations

Where a vehicle type (such as a van) prevents the parking of the vehicle as close as practicable to the rear of the car park Lot, the OC reserves the right to request the Lot Owner to remove the pod.

What this means: Vehicles parked in a Lot, and extending into the common driveway area (which is common property), should not unduly inhibit the use of the driveway by other vehicles.

Storage pods and any associated mounting points shall be contained within the car park Lot boundary. The storage pod feet shall be adhered to the car park floor to prevent movement.

Items shall not be stored on top of the storage pods.

Where Car Park Storage Pods Are Not Approved For Installation

Car park lots on the upper-most level of the car park are not authorised to install storage pods.

What this means: The installation of storage pods on the top level of the car park will have a negative impact on the view of the car park, and will not have sufficient protection from the weather to ensure durability. Direct access from the weather may also increase the risk of free-standing storage pods tipping over.

The installation of car park storage pods shall not inhibit access to common or private property.

Costs and Responsibility

The cost of the storage pods and their installation is the sole responsibility of the Lot Owner. The Owners Corporation accepts no liability for the performance of the storage pods or for any loss or damage that may result from the installation or use of the storage pods.

Bollards

TBD

Annex 1

The following are approved suppliers.

Spacemate



Features

- Each pod made-to-measure
- Approx. dimensions: (1×1×2.5) m
- Volume: 2.5 m³
- Colorbond® pre-painted steel
- Single door
- Gas strut door-lift
- External padlock points
- Two leg heights for sedans or 4×4 vehicles clearance

Contact Information

Ben Mitchell
E: sales@spacemate.com.au
M: 04 1899 7482
W: www.spacemate.com.au

Storebay



Features

- Solid, all steel construction
- Volume: up to 3.2 m³
- Fire safe design and materials
- Stabilus Gas struts for easy opening and closing
- Secure Lenlok 3-way locking system
- Height adjustable for most SUVs
- Fully powder-coated finish
- 10 year limited warranty

Contact Information

Dean Price
E: deanprice@storebay.com.au
M: 04 0355 8464
T: 1300 379 580
W: www.storebay.com.au

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ANNEX 5 – Renovations



Grand Central Apartments

Apartment Renovation Approval Process

Purpose

This document establishes the approval process for apartment renovations¹ sought by Lot Owners.

Step 1 – Preliminary Committee Review

The Lot Owner(s) requests Preliminary Consent from the Committee of Management to undertake Renovation Works.

Sufficient information is required from the Lot Owner(s) so that the Committee can understand the scope of Renovation Works and expected cost and timeframe.

Preliminary Consent Resolutions may be administered by the Owners Corporation manager by email ballot. Preliminary Consent is granted when the Committee passes a Resolution that it has no objection to the Renovation Works.

What this means: Recognising that the Committee is not qualified to assess engineering or aesthetic aspects of the proposed Renovation Works, the Committee's determination is limited to objecting or not objecting to the proposal.

Step 2 – Heritage Victoria Approval

The Lot Owner(s) requests approval for the proposed Renovation Works from Heritage Victoria. The application for a Permit or a Permit Exemption from Heritage Victoria should include the Preliminary Consent Resolution from the Committee.

The cost of the Heritage Victoria application and any supporting information is the responsibility of the Lot Owner(s).

What this means: Heritage Victoria imposes requirements on the Owners Corporation to protect the cultural heritage significance of the place², and requires a Permit or Permit Exemption prior to the commencement of any works.

Step 3 – Payment of Security Bond

The Owners Corporation may require the Lot Owner(s) to pay a Security Bond to the Owners Corporation manager. The Security Bond shall be held in the trust account of the Owners Corporation.

The amount of the Security Bond shall be the greater of \$3000 or 3% of the expected value of the Renovation Works.

The Security Bond shall be used to make good any damage to common property caused by the Renovation Works or contractors engaged by the Lot Owner(s) to undertake the works.

Step 4 – Committee Final Consent

When the Lot Owner(s) has a Permit or Permit Exemption from Heritage Victoria and has paid the Security Bond to Owners Corporation manager, the Lot Owner(s) shall request a Final Consent from the Committee of Management prior to commencing the Renovation Works.

The Lot Owner Declaration (Annex A) shall accompany the Final Consent request.

¹ S.129, s.132, s.133 *Owners Corporations Act 2006* (VIC).

² S.92(3) *Heritage Act 2017* (VIC).

Final Consent Resolutions may be administered by the Owners Corporation manager by email ballot. Final Consent is granted when the Committee passes a Resolution that it has no objection to the Renovation Works.

Step 5 – Use and Refund of Security Bond

Following notification by the Lot Owner(s) that the Renovation Works have been completed, the Building Manager shall undertake an inspection of common property and prepare a report that identifies any make good work required to common property caused by the Renovation Works or contractors engaged by the Lot Owner(s) to undertake the Renovation Works.

Where make good work is required, the work shall be undertaken in a timely manner and the cost of the work shall be deducted from the Security Bond.

Following completion of make good work (if any), the Security Bond remaining balance shall be refunded to Lot Owner(s) within 14 days.

Where the cost of the make good work exceeds the value of the Security Bond, the Owners Corporation manager shall levy the Lot Owner(s) for the balance due.

Annex A – Lot Renovation Declaration

1. Plans and permits

I/we, the owner(s) of Lot submit with this declaration permits, approvals and consents required under applicable laws, together with drawings, specifications and schedule for the works (the Plan).

2. Warranties

I/we warrant that:

1. I/we have the authority and capacity including the financial capacity to complete the works in accordance with the Plan;
2. the works do not affect the external appearance or structure of the Building or common property;
3. the works do not affect the fire rating of any component of the Building;
4. the works do not affect the acoustic rating of any component of the Building; and
5. the works will be completed strictly in accordance with the Plan.

3. Demolition and construction

I/we, will ensure that:

1. I/we will coordinate the isolation and reinstatement of Building Services including fire protection services with the Building Manager;
2. the works are undertaken in accordance with any directions from the Owners Corporation concerning access, use of common property, on-site management and building protection, and hours of work; and
3. the works are undertaken in such a way that noise, nuisance, annoyance, disturbance or inconvenience to other owners and occupiers is minimised.

4. Contractor oversight

I/we will ensure that contractors:

1. undertake an induction by the Building Manager prior to the commencement of any work;
2. are familiar with and operate in accordance with the Owners Corporation Rules;
3. are subject to the direction from the Owners Corporation Manager where common property is involved; and
4. do not interfere with, remove or tamper with any equipment associated with the Building's fire safety systems without the authorisation of the Building Manager.

I/we will ensure that contractor vehicles do not obstruct roadways, loading areas, driveways or Building escape routes.

5. Use of lifts and common property

I/we agree to protect common property, including passageways and lifts (where used) from damage caused by the movement of items associated with the works.

6. Storage of equipment and materials

I/we agree that common property, including passageways will not be used for the storage of equipment or material and that items will not be left unattended on common property which may affect access, health or safety of people.

7. Cleaning

I/we agree to:

1. maintain the cleanliness, order and hygiene of the work site;
2. clean any common areas affected by the works at the end of each day; and
3. remove any building materials at my/our own cost.

Signed _____

Print name _____

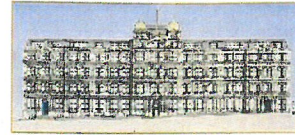
Email _____

Expected start data _____

Telephone _____

Expected finish date _____

ANNEX 6 – Special Rules



Owners Corporation Rules

Grand Central Apartments

I certify that these Rules were passed by Special Resolution on 9 January
2020

Signed by

Alexander Groom

Secretary of Owners Corporation

33-71C Spencer Street, Melbourne

Plan of Subdivision PS331362S

Owners Corporation 1

Table of Contents

1.	Definitions and Interpretation	1
1.1	Definitions	1
1.2	Interpretation	1
1.3	Inconsistency With Law	2
1.4	Severance	2
2.	Rules and Laws	2
2.1	Rules	2
2.2	Compliance With Rules and Laws	2
2.3	Lot Owners Responsible for Invitees	2
2.4	Incorporation of Act	3
3.	Owner's Obligations	3
3.1	Use of Lot	3
3.2	Leasing	5
3.3	Noise	5
3.4	Appearance	5
3.5	Auctions	5
3.6	Animals	5
3.7	Planning and Environment Act (Section 173 Agreement)	6
3.8	Local Laws	6
4.	Alterations to Lots and Common Property	6
4.1	Alterations to Lots	6
4.2	Alterations to Common Property	6
4.3	Interference of Common Property	6
4.4	Damage to Landscaping on Common Property	6
4.5	Maintenance	7
5.	Vehicles and Parking	7
6.	Insurance	8
6.1	Restrictions	8
6.2	Insurance	8
6.3	Insurance Premiums	8
7.	Security	9
7.1	Common Property Security	9
7.2	Security Arrangements	9
7.3	Access Tokens	9
7.4	Owners Corporation Liability	10
7.5	Surveillance Systems and Devices	10
8.	Waste Collection	10
9.	Notice of Accidents or Damage to Property	11
10.	Contractors	11
10.1	No Instruction	11

10.2	Owners Corporation Representative	11
10.3	Site Inductions	11
11.	Notification of Infectious Diseases	11
11.1	Notice	11
11.2	Expenses	11
12.	Owners Corporation Rules and Notices	11
12.1	Notices to be Observed	11
12.2	Invitees	12
12.3	Rules to be Accessible	12
12.4	Inflammable Materials	12
13.	Retail / Commercial Lots	12
13.1	Planning Permit and Licences	12
13.2	Restrictions – Conducting Trade	12
14.	Provision and Support of Services	13
14.1	Provision of Services	13
14.2	Support of Services	13
14.3	Metering of Services	13
14.4	Apportionment of Costs of Services	13
14.5	Maintenance and Upgrading of Services	13
15.	Storage of Bicycles and Personal Items	14
16.	Fire and Smoke Control	14
17.	Owners Corporation Manager	14
17.1	Owners Corporation Manager	14
17.2	Consent of Owners Corporation	14
18.	Notices and Compliance	15
18.1	Address of New Owners	15
18.2	Address of Absent Owners	15
18.3	Advice to Occupiers	15
18.4	Duties of Occupiers of Lots	15
18.5	Non-Compliance	15
18.6	Recovery of Costs	16
18.7	Recovery of Expenditure	16
19.	Complaints and Dispute Resolution	17
19.1	Complaints	17
19.2	Dispute Resolution	17
20.	GST payment	18
21.	Heritage Victoria Requirements	18
22.	Hotel Lots	18
23.	Relocations, Deliveries, Tradespeople and Moving of Articles	19

Owners Corporation Rules - Grand Central Apartments

1. Definitions and Interpretation

1.1 Definitions

In these Rules:

Access Token means a device that provides access to or within the Building, including the car park, and that contains security credentials, access privileges, and identifies the user.

Building means a building as defined in the *Owners Corporations Act 2006* (VIC) excluding the car park and swimming pool.

Executive Director means the Executive Director of Heritage Victoria.

GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature.

Heritage Council means the Heritage Council established under the *Heritage Act 1995* (VIC) s 6.

Hotel means the business of a hotel operated by the owners of Hotel Lots and also operated from various Lots used for hotel guests. The Hotel for the time being has the benefit of any exclusive area or any special privileges areas granted pursuant to these rules and any other Lots or areas in the Building which the Hotel or a related corporation has a beneficial interest or right to occupy or use may be used for the business of management, conducting of a business of a hotel and letting Lots, servicing of rooms, regulating car parking, the business of a gymnasium, conducting of restaurant, a night club and bar business, business centre, conference room, function rooms, room service, laundry and dry cleaning service, discotheque and bar, conducting the business of an operator of a car park, arranging and controlling security for the Hotel, conducting the business and controlling all visual and audio, electronic, optical, audio and telephonic services, to from and inside the Lots forming part of the Hotel and any activity associated with these businesses.

Hotel Lots means the owner or owners of Lots 101A, 102A, 127, 128, 130, 132-137 whilst ever these Lots are used as part of the business of the Hotel.

Plan means Plan of Subdivision PS331362S.

Primary Payment means any payment or consideration given by a Lot Owner or Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by a Lot Owner or Occupier to the Owners Corporation in connection with any supply of any goods and services.

Registered Place means all the land in the Plan which was formerly comprised in Certificate of Title Volume 9808 Folio 878.

1.2 Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience of reference only and do not affect interpretation;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to a person includes any company, partnership, joint venture or other entity;
- (d) a reference to a thing includes part of that thing;
- (e) a reference to a document includes an amendment or supplement to, or replacement or novation of that document;

- (f) a reference to Laws includes all Laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and other legislative instruments made under that statute; and
- (g) these Rules operate in addition to any obligation or responsibility imposed on Lot Owners under any Law or common law or in equity.

1.3 Inconsistency with Law

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

1.4 Severance

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

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 Lots.
- (b) These Rules are binding on:
 - (i) Lot Owners;
 - (ii) Occupiers;
 - (iii) the Owners Corporation; and
 - (iv) lessees, licensees and/or sub-lessees or sub-licensees of Common Property.

2.2 Compliance with Rules and Laws

- (a) Lot Owners and Occupiers must, and Lot Owners must ensure that Occupiers, at their own cost and in a timely manner, comply with all Rules and Laws relating to:
 - (i) Lot Owners' Lots;
 - (ii) the use of Lot Owners' Lots; and
 - (iii) the use of Common Property and services to the Building and Land.
- (b) The Laws referred to in Rule 2.2(a) include but are not limited to, planning Laws, development approvals, building or other approvals, consent requirements, notices and or offers of statutory or governmental authorities.

2.3 Lot Owners Responsible for Invitees

- (a) Lot Owners must ensure that all invitees of Lot Owners and Occupiers comply with these Rules and all Laws relating to Lot Owners' Lots whilst on the Lot Owners' Lots or Common Property.

- (b) Lot Owners are responsible for any breaches or failures to comply with these Rules or any Laws relating to Lot Owners' Lots by:
 - (i) Lot Owners' invitees;
 - (ii) Occupiers; and
 - (iii) invitees of Occupiers.

2.4 Incorporation of Act

To the extent permitted by Part 8 and Schedule 1 of the Act the Owners Corporation adopts as Rules the provisions of the Act and the Regulations and Proprietors of lots must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these Rules.

3. Owner's Obligations

3.1 Use of Lot

- (a) Lot Owners must, and must ensure that the Occupier of the Lot complies with any directions made or action taken by the Owners Corporation pursuant to the duty of the Owners Corporation to manage and administer Common Property under the Act.
- (b) A Lot Owner must not and must ensure that the Occupier does not and the Occupier must not:
 - (i) use Common Property or permit Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Lot Owners or Occupiers or their invitees unless agreed in writing by the Owners Corporation;
 - (ii) create or allow any noise or behave in a manner likely to interfere with the peaceful enjoyment of other Lot Owners or Occupiers unless agreed in writing by the Owners Corporation;
 - (iii) when on Common Property, or on any part of a Lot so as to be visible from another Lot or from Common Property be unclothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Lot Owners or Occupiers or to any person lawfully using Common Property;
 - (iv) use or permit a Lot affected or Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Owners Corporation or which may cause a nuisance or hazard to any other Lot Owner or Occupier of any other Lot or the invitees of any such other Lot Owner or Occupier;
 - (v) use a barbecue save for those barbecues on Common Property provided by the Owners Corporation;
 - (vi) fit any covering over external areas of the Lot (including ground floor patio and balconies) as the Owners Corporation may determine from time to time by way of an application to the Owners Corporation; plant or permit to be planted any plants, trees, lawn or other vegetation; store any materials or goods on Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent;
 - (vii) keep the Lot in a manner which is dangerous or likely to cause danger to life, persons or property;
 - (viii) store or accumulate any matter, substance or thing which is dangerous or likely to cause danger to life or property without prior written consent of the Owners Corporation. Items included in this definition that are for personal use may be

stored without consent if they are stored and used in accordance with the manufacturer's recommendations or any other applicable standard;

- (ix) store or accumulate in public view or permit to be so stored or accumulated any materials goods or debris on any part of a Lot;
- (x) obstruct any fire appliance cupboard, stairway, landing or lift lobby or permit the same to be obstructed;
- (xi) permit any trade, contractor or other person carrying out any works to be on the Lot or Common Property:
 - (A) on any public holiday or Sunday; or
 - (B) before 9.00 am or after 6.00 pm Monday to Friday; or
 - (C) before 9.00 am or after 6.00 pm on Saturday;
 - (D) except in the case of an emergency which includes:
 - (1) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service; or
 - (2) a leak or a similar problem requiring prompt attention; or
 - (3) cracking or a similar problem likely to affect the immediate safety of the building;
- (xii) display or hang or permit to be displayed or hung any clothes or other articles on any part of the exterior of the Lot (including without limitation Balconies) or so as to be visible from outside the Lot;
- (xiii) damage or deface or obstruct or suffer to be damaged, defaced or obstructed Common Property or any part thereof;
- (xiv) install, or allow the installation of any window furnishing that is viewable from the outside of the Building that is not in accordance with these Rules. Any window furnishing must be of such colour, style and quality as is determined by the Owners Corporation from time to time;
- (xv) do or permit to be done on the Lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable for the insurance of Common Property or any part or parts thereof or any policy for such insurance may become void or voidable;
- (xvi) store on any Lot any tree, grass, shrub, tree clippings or plant waste, metals, bulk materials or scrap or refuse or garbage without the written consent of the Owners Corporation;
- (xvii) start or keep a fire within any Lot without the written consent of the Owners Corporation;
- (xviii) make any changes to the external appearance of any Lot (including courtyard or balcony) without first obtaining written approval of the Owners Corporation, which approval shall not be unreasonably withheld. The Owners Corporation may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot Owners, structural integrity or the value of other Lots and/or Common Property;
- (xix) install any air conditioning equipment on the outside of any Lot or the inside of any Lot without the written consent of the Owners Corporation; or
- (xx) smoke in any Common Area within the Building.

3.2 Leasing

A Lot Owner may let a Lot but only:

- (a) by means of a written lease or tenancy agreement; and
- (b) if that lease or agreement obliges the lessee or tenant to comply with these Rules; and
- (c) if the lessee or tenant signs an agreement confirming their acceptance of these Rules if required to do so by the Owners Corporation; and
- (d) if the Lot Owner provides the name, address, and a contact telephone number of the Occupier to the Owners Corporation.

3.3 Noise

No person may in a Lot or on Common Property:

- (a) carry on a noxious or offensive activity; or
- (b) make or allow noise in a Lot or on Common Property that will interfere with the quiet enjoyment of another Lot or Common Property by others.

3.4 Appearance

A person may not display a sign or notice on part of a Lot or on Common Property in any manner whatsoever so it is visible from outside the Lot without the prior written approval of the Owners Corporation.

3.5 Auctions

A Lot Owner must not permit any auction sale to be conducted or to take place in the Lot or within the Development or Land without the prior approval in writing of the Owners Corporation.

3.6 Animals

- (a) Lot Owners and/or Occupiers must not keep animals unless:
 - (i) the Lot Owner and/or Occupier complies with this Rule; and
 - (ii) the animal is kept on a leash or in a locked carrier designed for the sole purpose of carrying animals whenever on Common Property;
 - (iii) the animal is registered with as is required by law from time to time and all animals must wear any registration tag and identification tag clearly showing the member, occupier, invitee or guest's address and telephone number;
 - (iv) the animal is vaccinated, wormed and treated for fleas;
 - (v) the animal is free from communicable disease;
 - (vi) the Lot Owner and/or Occupier gives the Owners Corporation prior details of the animal including without limitation the breed, approximate age and registration where applicable;
- (b) Lot Owners and/or Occupiers of a Lot may only keep an animal on its Lot with the consent of the Owners Corporation, which consent shall not be reasonably withheld.
- (c) If any animal causes a nuisance, the Owners Corporation may give notice to remove the animal from a Lot or Common Property (or both). Lot Owners and/or Occupiers must remove the animal from a Lot or Common Property immediately upon receipt of the notice of the Owners Corporation.

- (d) A Lot Owner and/or Occupier of a Lot must ensure that any animal in its control does not urinate or defecate on Common Property and must be responsible to clean any mess caused by its animal immediately.
- (e) Rules 3.6(a-d) do not apply to an animal which assists a person with an impairment or disability, however, the Owners Corporation may require the Lot Owners and/or Occupiers of such animal to take reasonable steps to prevent the occurrence of any nuisance and/or damage in accordance with these Rules.

3.7 Planning and Environment Act (Section 173 Agreement)

The Owners Corporation must comply, and must to the extent applicable, procure that each Lot Owner and any Occupier of a Lot Owner's Lot complies, with all the obligations of any Section 173 Agreement.

3.8 Local Laws

The Owners Corporation, Lot Owners, Occupiers and visitors must comply with all Local Laws.

4. Alterations to Lots and Common Property

4.1 Alterations to services to Lots

Lot Owners and Occupiers may not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot.

4.2 Alterations to Common Property

Lot Owners and Occupiers must not:

- (a) alter;
- (b) paint or otherwise mark;
- (c) core into concrete slabs;
- (d) drive nails or anything else into; or
- (e) otherwise damage or deface,

any structure (including any irrigation equipment or piping) forming part of Common Property except with the prior written consent of the Owners Corporation.

4.3 Interference of Common Property

Lot Owners, Occupiers and visitors must not:

- (a) damage a lawn or garden;
 - (b) damage or remove any plant or part of a plant; or
 - (c) interfere with the operation of irrigation,
- on Common Property.

4.4 Damage to Landscaping on Common Property

- (a) damage any of the Landscape situated upon Common Property; or

- (b) except with the prior written consent of the Owners Corporation use for the Lot Owners and/or Occupier's own purpose as a garden any of Common Property.

4.5 Maintenance

Lot Owners and Occupiers must:

- (a) maintain in good condition and repair the exterior of the Lot and/or Building including (without limitation) all fences, walls, windows, gates, sidewalls, walkways within a Lot;
- (b) make any necessary arrangements for supply of sufficient water for the maintenance and irrigation of all landscaping within a Lot and pay for such water; and
- (c) take all practicable steps to prevent infestation of the Lot by vermin or insects.

5. Vehicles and Parking

- (a) Lot Owners and Occupiers must not, and must ensure that its guest(s) or invitee(s) do not, unless in the case of an emergency:
 - (i) park or leave a vehicle, or permit a vehicle, to be parked or left:
 - (A) on Common Property, except in designated car spaces; or
 - (B) in car park Lots owned by other Lot Owners;
 - (ii) fail to comply with any directions of the Owners Corporation, including through the Building Manager, in relation to car parking;
 - (iii) load or unload vehicles so as to cause interference to other vehicles or vehicular or pedestrian traffic, and then only in strict compliance with any Rules of use;
 - (iv) in the case of guest(s) or invitee(s), park or leave a vehicle, or permit a vehicle to be parked or left in or on any place, other than an area set aside and marked for visitors parking, and then only for the maximum time identified and in strict compliance with any Rules of Use;
 - (v) use or permit to be used any part of Common Property or a Lot to wash, clean, service or repair any vehicle, except in the designated washing bay;
 - (vi) throw or drop any rubbish about the car park, nor permit any rubbish to be thrown or dropped from his or her vehicle in or about the car park. The Owners Corporation will, at its discretion, charge the Lot Owners and Occupiers responsible for any consequential costs of cleaning; or
 - (vii) do or permit anything to be done that shall cause or be a nuisance or disturbance to users of the car park.
- (b) Any vehicle required on the Land to conduct building or other trade works must obtain the prior approval of the Building Manager and, only upon obtaining such approval, may be parked in the area designated by the Building Manager.
- (c) Lot Owners and Occupiers shall exercise due care and skill while driving in or about the car park.
- (d) Lot Owners and Occupiers shall comply with all directional signs and speed limits must be observed at all times by all vehicles whilst on Common Property.
- (e) Lot Owners and Occupiers shall ensure that their vehicles do not leak oil or leave any other residue within the car park. The Owners Corporation will, at its discretion, charge the Lot Owners and Occupiers responsible for any consequential costs of cleaning.

- (f) Lot Owners and Occupiers may permit a guest or invitee to utilise its own car park Lot provided such use does not unreasonably interfere with another Lot Owners and Occupiers' use and enjoyment of its Lot and or the Common Property.
- (g) The Owners Corporation may, at its discretion, deny access to the car parking area to any driver who is unable to produce a valid Access Token.
- (h) The Owners Corporation may, at its discretion, enter into an agreement with the relevant local government authority to enforce parking restrictions on Common Property.
- (i) The Owners Corporation shall not be responsible and will have no liability for:
 - (i) any damage sustained by a driver's vehicle while inside the car park or while entering or leaving the car park;
 - (ii) any damage sustained to a Lot Owners and Occupiers' storage cage, the storage rooms or the contents therein;
 - (iii) the theft of any vehicle or its contents parked in the car park, a bicycle or other chattel located in the car park and any storage cage, storage room or their contents therein; or
 - (iv) personal injury related to vehicles whether parked or mobile in the car park.
- (j) Should a Lot Owner or Occupier become informed or otherwise aware of a breach of these Rules, the Lot Owner or Occupier must advise the Owners Corporation, within a reasonable time.

6. Insurance

6.1 Restrictions

A person must not bring to, do or keep anything on a Lot which:

- (a) will increase the rate of premium for insurance on another Lot or Common Property;
- (b) conflicts with Laws relating to fire or any insurance policy on another Lot or Common Property.

6.2 Insurance

All Lot Owners must ensure that any improvements within a Lot are in compliance with all laws and legal requirements and in keeping with Good Manufacturing Practice standards.

6.3 Insurance Premiums

- (a) Lot Owners 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.
- (b) Lot Owners must, if the Owners Corporation demands, reimburse the Owners Corporation for any difference in insurance premiums resulting from any consent provided by the Owners Corporations pursuant to these Rules.

7. Security

7.1 Common Property Security

- (a) The Owners Corporation may arrange and operate a security system to monitor the Land affected by the Owners Corporation.
- (b) The Owners Corporation
 - (i) is responsible for control of the security system; and
 - (ii) may employ servants, agents or contractors to operate any security system.

7.2 Security Arrangements

- (a) At the discretion of the Owners Corporation, the security arrangements may include, without limitation:
 - (i) security of Common Property against entry by unauthorised person(s);
 - (ii) admission to any person subject to limits on the time of use and the parts of Common Property that may be used or the manner of use and the right to revoke admission at any time on reasonable grounds;
 - (iii) conditional approval for access to any part of Common Property and without limitation may only allow access to parts of Common Property during specified times as approved by Owners Corporation. A person who has the permission of the Owners Corporation is entitled access to any part of Common Property to the extent of that approval.
 - (iv) issue of Access Tokens;
 - (v) refusal to admit any person it considers likely to be a nuisance or a security risk or the removal of any person from a Lot or Common Property (upon complaint);
 - (vi) entry to any part of a Lot or Common Property for the purpose of maintaining its security;
 - (vii) security patrols, locks and other security devices or procedures to operate the security arrangements.
- (b) The Owners Corporation may:
 - (i) erect, maintain and cause to be operated security measures including security officers, for the purpose of regulating or prohibiting access to any part of Common Property where Owners Corporation approval has been given to restrict access; and
 - (ii) delegate to security officers the function of deciding whether to grant permission for access to any part of Common Property. Any delegation will not limit the power of the Owners Corporation to grant such permission. The Owners Corporation may revoke a delegation at any time within reason.

7.3 Access Tokens

- (a) The Owners Corporation may determine the number of Access Tokens for Lot Owners and Occupiers to access Common Property.
- (b) The Owners Corporation may charge a fee for Access Tokens allocated by it for Lot Owners and Occupiers.
- (c) Access Tokens shall remain the property of the Owners Corporation.

- (d) A Lot Owner or Occupier must:
 - (i) take all reasonable steps not to transfer or lose Access Tokens given to it by the Owners Corporation;
 - (ii) return Access Tokens to the Owners Corporation if the Lot Owner or Occupier no longer needs them or if Lot Owners no longer owns a Lot;
 - (iii) notify the Owners Corporation immediately if Lot Owners or Occupiers lose an Access Token; and
 - (iv) at the Lot Owner's cost replace any Access Token which is issued to the Lot Owner by the Owners Corporation.
- (e) Lot Owners must not, without the prior written consent of the Owners Corporation:
 - (i) copy or permit to be copied any Access Token; or;
 - (ii) transfer any Access Token to someone who is not a Lot Owner or Occupier without the prior written consent of the Owners Corporation.

7.4 Owners Corporation Liability

The Owners Corporation is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) arising because:

- (a) the security system is not operating;
- (b) the security system fails to operate as intended; or
- (c) The land affected by the Owners Corporation is entered onto by a guest or invitee of a Lot Owner or Occupier.

7.5 Surveillance Systems and Devices

A Lot Owner may not and may not permit any Occupier to erect any sign or do anything that may interfere or impede the view of any security camera, surveillance system or device.

8. Waste Collection

Each Lot Owner and Occupier must:

- (a) be aware of and adhere to the Waste Management Agreement;
- (b) at all times protect waste deposited in designated areas against the attraction of flies or other vermin by wrapping the waste in paper or other suitable material;
- (c) not place or caused to be placed in the receptacle any refuse, or other thing which is aflame, smouldering, sludge, alive or not waste;
- (d) ensure the receptacle is not overloaded to more than the maximum weight for the receptacle;
- (e) comply with all Laws relating to the disposal of waste.

9. Notice of Accidents or Damage to Property

A Lot Owner and Occupier must notify the Owners Corporation promptly of:

- (a) any accident or death that may arise on Common Property;
- (b) any accident to or defect in any water pipes, gas pipes, electric installations, drainage pipes, fixtures or any other utility infrastructure; or
- (c) any damage to or breakage of Common Property

which comes to the Lot Owners' or Occupiers' knowledge.

10. Contractors

10.1 No Instruction

Lot Owners and Occupiers must not directly instruct any contractors or workers employed by the Owners Corporation unless specifically authorised to do so.

10.2 Owners Corporation Representative

All requests for the Owners Corporation to consider giving directions on a particular matter to a contractor or worker must be directed to the Manager of the Owners Corporation, who will in turn refer the request to the Owners Corporation for determination.

10.3 Site Inductions

Any contractors commissioned to commence work in the Building, Land or on Common Property must complete a site induction and submit a plan of works for approval before any such works may occur. The Owners Corporation will reply in writing when the works are approved and any isolations have been organised.

11. Notification of Infectious Diseases

11.1 Notice

Lot Owners and Occupiers must, if any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, affects any person in any Lot give, or cause to be given, notice of that fact and any other information which may be required relative to the disease to the Owners Corporation.

11.2 Expenses

The Lot Owner and Occupiers must pay to the Owners Corporation the expenses of disinfecting or isolating the affected Lot (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by such disease.

12. Owners Corporation Rules and Notices

12.1 Notices to be Observed

Each Lot Owner and Occupier must observe the terms of any notice displayed on any part of Common Property by authority of the Owners Corporation or of any statutory authority.

12.2 Invitees

- (a) Each Lot Owner and Occupier must:
 - (i) ensure any invitees comply with these Rules; and
 - (ii) if an invitee fails to comply, forthwith cause that invitee to leave the land affected by the Owners Corporation as soon as reasonably practicable.

12.3 Rules to be Accessible

A copy of these Rules (including Rules made under them or a precis of them approved by the Owners Corporation) must be exhibited documented and made available at any given time from the management office or made available for letting and contained in any lease of the Lot.

12.4 Inflammable Materials

- (a) A Lot Owner or Occupier must not, without the Owners Corporation's written consent, use or store any dangerous or inflammable material in a Lot or on Common Property nor in any other way cause or increase a risk of fire or explosion in a Lot or Common Property.
- (b) A Lot Owner or Occupier is not permitted to use as a Barbecue Area the external areas of the Lot (including without limitations Balcony). A Lot Owner or Occupier must only use the Barbecue Areas on Common Property.

13. Retail / Commercial Lots

13.1 Planning Permit and Licences

Retail / Commercial Lot applying for, and obtaining, any planning permit, liquor licence, or any retail or commercial legislative consent or permit which the Lot Owner or Occupier of any Retail / Commercial Lot may require, provided at all times the Lot Owner or Occupier of any such Retail / Commercial Lot:

- (a) operates lawfully;
- (b) obtains each and every permit, liquor licence or other consent required;
- (c) operates within the terms of any such liquor licence, permit or consent; and
- (d) operates within the parameters set out in the lease agreement.

13.2 Restrictions – Conducting Trade

The Lot Owner and/or Occupier of a Retail/Commercial Lot must not use that Lot or any part of Common Property for any trade or business nor permit others to do so unless:

- (a) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot;
- (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- (c) the trade or business can be carried on, and is carried on, without causing undue nuisance to Lot Owners and/or Occupiers of other Lots.

14. Provision and Support of Services

14.1 Provision of Services

Lot Owners 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 Lot Owners' Lots, all Land affected by the Owners Corporation, the Building or Common Property without the prior written consent of the Owners Corporation.

14.2 Support of Services

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

- (a) any support or shelter provided by a Lot Owners' Lot or Common Property for any other Lot or Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Lot or Common Property is impaired; or
- (c) the passage or provision of services through the Lot Owners' Lot or Common Property is interfered with.

14.3 Metering of Services

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

14.4 Apportionment of Costs of Services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Lot Owner or Occupier that is more than the amount that the supplier would have charged the Lot Owner or Occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot Owner or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot Owner or Occupier from the relevant supplier.
- (c) Rule 14.4(b) does not apply if the concession or rebate:
 - (i) must be claimed by the Lot Owner or Occupier and the Owners Corporation has given the Lot Owner or Occupier an opportunity to claim it and the Lot Owner or Occupier has not done so by the payment date set by the relevant supplier; or
 - (ii) is paid directly to the Lot Owner or Occupier as a refund.

14.5 Maintenance and Upgrading of Services

- (a) The Owners Corporation may from time to time arrange for the maintenance and upgrading of telecommunications or other utility services provided to a Lot or a series of Lots.
- (b) The Lot Owner or Occupier of any Lot that receives the benefit of the services must pay on demand by the Owners Corporation the proportion of the cost of providing those services and maintenance and upgrade of those services from time to time.
- (c) If a relevant Lot Owner or Occupier does not do so, the Owners Corporation may authorise the disconnection of any or all of the services provided to the Lot.

15. Storage of Bicycles and Personal Items

- (a) A Lot Owner or Occupier cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on Common Property of the Building.
- (b) Lot Owners and Occupiers must not permit any personal items to be stored for any length of time on Common Property without the prior written consent of the Owners Corporation.

16. Fire and Smoke Control

- (a) Lot Owners and Occupiers must not:
 - (i) keep inflammable material on Owners' Lot or any part of Common Property except as permitted by these Rules;
 - (ii) interfere with fire safety equipment; or
 - (iii) obstruct fire stairs or fire escapes.
- (b) Lot Owners and Occupiers must ensure that:
 - (i) Lot Owners and Occupiers comply with all Laws about fire safety;
 - (ii) all fire safety equipment in Owners' Lot or on parts of Common Property is at all times operational; and
 - (iii) Lot Owners and Occupiers must take all reasonable steps necessary to avoid unwanted alarm calls to the fire brigade.
- (c) The Owners Corporation reserves the right to recover costs from Lot Owners and Occupiers for false alarm calls to the fire brigade caused by intentional and/or negligent acts.

17. Owners Corporation Manager

17.1 Owners Corporation Manager

- (a) If the Owners Corporation has appointed an Owners Corporation Manager and given notice of that appointment to a Lot Owner, the Lot Owner is entitled to and must assume that the Owners Corporation Manager is entitled to take any action on behalf of the Owners Corporation under these Rules.
- (b) A person must not interfere with or stop the Owners Corporation Manager from:
 - (i) performing its obligations or exercising its rights under its agreement with the Owners Corporation; or
 - (ii) using Common Property that the Owners Corporation permits it to use.

17.2 Consent of Owners Corporation

- (a) Any consent required from the Owners Corporation which does not require the passing of special or unanimous resolution pursuant to the Act may be given:
 - (i) by the Owners Corporation at a Committee meeting; and
 - (ii) by any person to whom the Owners Corporation has delegated the power or function, including but not limited to a Committee or member of a Committee or the Owners Corporation Manager.

- (b) The Owners Corporation may apply conditions to any consent given under these Rules and Lot Owners and Occupiers must ensure that all the conditions are complied with.
- (c) The Owners Corporation may revoke any consent given under these Rules if Lot Owners and Occupiers do not comply with:
 - (i) any conditions attached to the consent; or
 - (ii) the Rules pursuant to which the consent was given.

18. Notices and Compliance

18.1 Address of New Owners

- (a) A Lot Owner who sells a Lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.
- (b) A person who acquires a Lot must advise the Owners Corporation of the person's name, email (where available), contact telephone number and address within one month of the completion of the sale and purchase contract.

18.2 Address of Absent Owners

- (a) A Lot Owner who does not occupy the Lot or who will be absent from the Lot for more than three months must advise the Owners Corporation of the Lot Owner's mailing address for service of notices and any changes to it as soon as practicable.
- (b) If an address has not been nominated under Rule 18.2(a), service may be effected:
 - (i) by posting the notice to the last known address of the Lot Owner; or
 - (ii) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner the Victorian Civil and Administrative Tribunal considers appropriate.

18.3 Advice to Occupiers

A Lot Owner who does not occupy its Lot must give the Occupier of the Lot a copy of the Rules of the Owners Corporation and associated annexures at the commencement of occupation.

18.4 Duties of Occupiers of Lots

An Occupier of a Lot:

- (a) must comply with the Act and the regulations under the Act and the Rules of the Owners Corporation; and
- (b) must not use or neglect Common Property or permit it to be used or neglected in a manner that is likely to cause damage or deterioration to Common Property.

18.5 Non-Compliance

A Lot Owner and Occupier who has not complied with these Rules after service of a notice by the Owners Corporation specifying any non-compliance, agrees to the following in addition to any other rights that the Owners Corporation has under these Rules or the Act:

- (a) to allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify any non-compliance where the non-compliance relates to performance of any works required to be performed by a Lot Owner and Occupier under these Rules;

- (b) if the Owners Corporation exercises its power to rectify non-compliance, to pay to the Owners Corporation any charges levied against the Lot Owner and Occupier in respect of the costs of the works performed as a result of the non-compliance;
- (c) to accept a certificate signed by the Secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation to rectify the Lot Owner's and Occupier's non-compliance with the Rules;
- (d) to pay interest at the rate prescribed by the Owners Corporation on all monies outstanding under these Rules (including the non-payment of any Owners Corporation fees) until they are paid; and
- (e) that any payments made for the purposes of these Rules will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

18.6 Recovery of Costs

- (a) A Lot Owner and Occupier must pay on demand the whole of the Owners Corporation's costs and expenses (including solicitor and own client costs and Owners Corporation management fees, plus any GST properly chargeable in respect of these costs) in connection with:
 - (i) recovering levies or monies payable to the Owners Corporation pursuant to the Act or these Rules duly levied upon the Lot Owner by the Owners Corporation or otherwise pursuant to these Rules;
 - (ii) all legal and other proceedings concluded by way of settlement or court determination in favour of the Owners Corporation taken by or against the Lot Owner or Occupier of a Lot; or
 - (iii) costs and expenses (including solicitor and own client costs and Owners Corporation management fees) incurred by the Owners Corporation to enforce a Rule or make good any damage incurred by a breach of these Rules by the Lot Owner or Occupier or that person's invitees (including tenants) and incurred in recovery of those costs-and-expenses.
- (b) The amount of any such costs will be deemed to be a liquidated debt due by the Lot Owner or Occupier to the Owners Corporation.
- (c) If the Lot Owner or Occupier fails to pay such costs upon demand, the Owners Corporation:
 - (i) may take action for the recovery of those costs in a court of competent jurisdiction, and/or;
 - (ii) may enter such costs and expenses against the levy account of the Lot Owner.
- (d) The Owners Corporation may include any costs payable to it under this Rule on any certificate issued in respect of the Lot pursuant to the Act, including but not limited to a notation of unpaid insurance premiums.

18.7 Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these Rules by a Lot Owner or Occupier or an invitee of either of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Lot Owner or Occupier at the time when the breach occurred.

19. Complaints and Dispute Resolution

19.1 Complaints

- (a) Lot Owners, Occupiers and/or the Owners Corporation Manager 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; or
 - (iii) Owners Corporation Manager.
- (b) All complaints must be:
 - (i) in writing; and
 - (ii) in the approved form as required by Laws from time to time.
- (c) All complaints must be brought to the attention of:
 - (i) the Grievance Committee, if such a Committee has been elected; or
 - (ii) the Owners Corporation in all other circumstances.
- (d) The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints.
- (e) The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make an application.

19.2 Dispute Resolution

- (a) The Owners Corporation or the Grievance Committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within 14 working days of the complaint coming to the attention of the parties.
- (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 dispute has been organised to discuss the dispute;
 - (ii) it is satisfied that the dispute remains unresolved;
 - (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 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;
 - (iv) a party to the dispute may appoint a person to act or appear on his or her behalf at the meeting;
 - (v) if the dispute is not resolved, the Grievance Committee or Owners Corporation must notify each party
 - (A) of his or her right to take further action under Part 10 of the Act; and
 - (B) That this process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006* (Vic) as amended or replaced from time to time.

20. GST Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Lot Owner must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Lot Owner is required to pay the Primary Payment in respect of which the GST relates.

21. Heritage Victoria Requirements

- (a) The Owners Corporation shall take all action necessary or desirable to preserve, maintain and care for the Registered Place to the satisfaction of the Heritage Council.
- (b) The Owners Corporation and the owners of all lots acknowledge that the Registered Place is of cultural heritage significance and is No. 699 on the Victorian Heritage Register.
- (c) The Owners Corporation shall be entitled to levy and recover from Lot Owners special fees or charges to establish a fund to cover the maintenance and restoration of the Registered Place. The Owners Corporation shall be entitled to invest the same in an interest bearing account with any bank. The funds shall be used to fulfil the obligations of the Owners Corporation and Lot Owners to preserve, maintain and care for the Registered Place.
- (d) An owner or occupier of a Lot shall not remove, demolish, damage, despoil, develop, alter, excavate or subdivide the Registered Place unless in accordance with a permit issued by the Executive Director.
- (e) Any rule of the Owners Corporation insofar as it relates to the development, use, preservation, maintenance and care of the Registered Place shall not be varied or amended save and except with the written consent of the Heritage Council.
- (f) The Owners Corporation and Lot Owners shall not permit, consent to or allow any Lot Owner or occupier to make any alterations, additions, change or variation (structural or otherwise) to the interior or exterior of any building or structure within the Registered Place. Such prohibition extends to repainting all or any part of the Building, plastering, adding window boxes, aerials, antennae, reception dishes, chimneys, flues, pipes, air conditioning equipment, rooflines, signs, lights, awning, and doing any or work or act which requires penetration of, attachment to or removal of any part of the walls or roof of any building, structure or improvement situated on or within the Registered Place unless the Heritage Council's prior written consent has been obtained or the works fall within an agreed declaration for permit exemptions issued by the Heritage Council.
- (g) The Owners Corporation and Lot Owners shall at all times comply with the terms and conditions of any Executive Director permit, copies of which shall be available for inspection from the Owners Corporation.
- (h) The Owners Corporation and Lot Owners shall implement and/or carry out any agreed works program which has been prepared as a condition of any Executive Director permit. The Owners Corporation must from time to time appoint an appropriate consultant to devise the method and manner of implementing the said works program to the satisfaction of the Executive Director.

22. Hotel Lots

- (a) The Hotel for the time being shall have unrestricted access to Common Property (including any exclusive use areas and special privilege areas referred to in these rules) for the purpose of the Hotel properly and effectively exercising its rights and obligations under the Liquor Act (or any other relevant statute) for the purpose of carrying on the business of a licensed restaurant, bar, liquor shop, hotel and providing a mini bar and room service to Lot Owners or Occupiers of other Lots in the Building.

- (b) The Hotel is entitled to exercise on Common Property the business of the letting of Lots and for that purpose the Owners Corporation may enter into an appropriate agreement with the Hotel on such terms and conditions as the Owners Corporation may deem fit.
- (c) The Hotel may erect such signs on Common Property as may be reasonably necessary for the purpose of promoting or fostering the business of a hotel subject to entering into appropriate agreement with the Owners Corporation on such terms and conditions as the Owners Corporation may deem fit.
- (d) Subject to Rule 22(c), the Hotel has the exclusive right, subject to any local Authority to erect and maintain any signs or placards on the exterior and interior of the Building.
- (e) The Hotel shall be entitled to access to the security system(s) both visual and audio and including any video camera(s) throughout the Building or on the Land installed on Common Property by the Owners Corporation. Any security system(s) and its components that are erected or installed on or within Common Property by the Hotel shall be subject to written approval from the Owners Corporation.

23. Relocations, Deliveries, Tradespeople and Moving of Articles

A Lot Owner must not, and must ensure that the Occupier of a Lot does not:

- (a) give less than forty-eight (48) hours' notice to the Owners Corporation or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of any Lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation;
- (b) the Owners Corporation reserves the right to turn away any Lot Owner or Occupier who has not provided the appropriate notice and the Owners Corporation will not be responsible for any loss of income or monies incurred as a result of the failure of the Lot Owner or Occupier to adhere to the minimum notice period;
- (c) arrange for deliveries of any kind or nature unless the Lot Owner or Occupier or designee is at or on the premises to accept and arrange for the same at each Lot Owner or Occupier's sole cost and liability;
- (d) ensure that the loading and unloading of vehicles shall be made entirely within the Building at such locations and at such times as to cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time;
- (e) damage, obstruct or interfere with the stairways, corridors or any Common Property when moving any items in or out of any Lot;
- (f) use the lift for moving furniture and furnishings into or out of a Lot without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation; and
- (g) allow moving boxes or other associated rubbish from deliveries or moves to be disposed of by the Owners Corporation or within the Owners Corporation rubbish area. All moving boxes or associated rubbish must be removed by the Lot Owner or Occupier or their removalist and must not be disposed of in any Common Property or common rubbish area at any time.

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