

SY 21

Plan of Subdivision 422665R 79-99 River Street, South Yarra

1 INTERPRETATION

1.1 In these rules:

- (a) “Managing Agent” means the Company for the time being appointed by the body corporate as its managing agent and a reference in these rules to the body corporate shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires.
- (b) “Security Key” means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (c) Unless the context otherwise requires:
 - (1) headings are for convenience only;
 - (2) words importing the singular include the plural and vice versa;
 - (3) an expression importing a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority; and
 - (4) a reference to a thing includes part of that thing.
- (d) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate 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. Without limiting the generality of the foregoing, these rules shall be read subject to the rights of Mirvac Projects Pty Ltd ACN 001 069 245 and any related company to carry out marketing activities on or about the common property.

2 SUPPORT AND PROVISION OF SERVICES

- 2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
- (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
 - (b) the structural and functional integrity of any part of the common property is impaired;
or
 - (c) the passage or provision of services through the lot or the common property is interfered with.

3 BEHAVIOUR OF PROPRIETORS AND OCCUPIERS

- 3.1 A proprietor or occupier of a lot must not:
- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
 - (b) obstruct the lawful use of common property by any person; or
- 3.2 A proprietor or occupier of a lot when on common property (or any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.
- 3.3 A proprietor or occupier of a lot must not nor permit persons under his or her control to smoke in such parts of the common property as the body corporate or its Managing Agent may designate from time to time.
- 3.4 A proprietor or occupier of a lot must not use or permit to be used in or on the common property, skateboards, rollers skates or roller blades.
- 3.5 A proprietor or occupier of a lot must not nor permit persons under his or her control to consume alcohol or take glassware onto the common property.

4 CLEANING OF A LOT

- 4.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.
- 4.2 A proprietor or occupier of a lot must ensure that its car parking space(s) and nearby common property are free of oil, petrol and other similar substances. The body corporate reserves the right to clean any common property near an owner's car parking space, which is stained by oil, petrol or other similar substances and charge the owner for the cost incurred. Before exercising its rights under this rule, the body corporate will give the owner 14 days notices of its intention to do so.

5 DAMAGE TO COMMON PROPERTY

- 5.1 A proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property with the approval in writing from the body corporate, but this rule does not prevent a proprietor or person authorised by him from installing any locking device for the protection of the lot against intruders and complying with any stipulations of the Managing Agent from time to time.
- 5.2 A proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the body corporate's insurance policy.

6 MOVING OF CERTAIN ARTICLES

- 6.1 A proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the body corporate or its Managing Agent in sufficient time to enable a representative of the body corporate or the Managing Agent to be present.

- 6.2 A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the body corporate, the Managing Agent or the Managing Agent's representative.
- 6.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of the lot may only move items through the garage lift lobby, if the permission of the Managing Agent is first obtained.

7 INTERFERENCE WITH COMMON PROPERTY AND STORAGE AREAS

- 7.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must only use them for their intended use.
- 7.2 A proprietor or occupier of a lot must not, without the written authority of the body corporate or its Managing Agent, interfere with the operation of any equipment installed on the common property.
- 7.3 A proprietor or occupier of a lot must not install covering to any storage areas without the prior written consent of the body corporate. Any covering must comply with relevant fire regulations and be of a colour approved by the body corporate.
- 7.4 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the body corporate.

8 SECURITY OF COMMON PROPERTY

- 8.1 A proprietor or occupier of a lot must not do anything which may prejudice the security or safety of the common property.
- 8.2 A proprietor or occupier of a lot must not allow persons who are not authorised to enter the common property to follow them through the security doors to the common property.

9 NOTIFICATION OF DEFECTS

- 9.1 A proprietor or occupier of a lot must promptly notify the body corporate or its Managing Agent on becoming aware of any damage to or defect in the common property.

10 COMPENSATION TO BODY CORPORATE

- 10.1 The proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property caused by that proprietor or occupier or their respective tenants, licensees or invitees.

11 RESTRICTED USE OF COMMON PROPERTY

- 11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:
- (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property.

- (b) permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- (c) restrict by means of Security Key or other security device the access of proprietors or occupiers to the common property; and
- (d) restrict by means of Security Key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.
- (e) Cancel any security card issued where a proprietor is in arrears in payment of body corporate levies in excess of 2 quarters.

12 SECURITY KEYS

- 12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.
- 12.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours, including without limitation an appropriation stipulation in any lease or licence of a lot to the occupier, to ensure the return of the Security Key to the proprietor or the body corporate.
- 12.3 A proprietor or occupier of a lot in possession of a Security Key must not without the body corporate's written consent duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security key is not lost or handed to any person other than another proprietor or occupier and is not to dispose of the Security Key otherwise than by returning it to the proprietor or the body corporate.
- 12.4 A proprietor or occupier of a lot must promptly notify the body corporate if a Security Key issued to him or her is lost or destroyed.

13 GARBAGE

- 13.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 13.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;
 - (b) recyclable items (including, without limitation, paper, cardboard and plastic) must be stored in the area designated for the items by the body corporate;
 - (c) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area;
 - (d) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property.

14 STORAGE OF FLAMMABLE LIQUIDS

14.1 A proprietor or occupier of a lot must not:

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

15 PETS AND ANIMALS

15.1 A proprietor or occupier of a lot must not keep any animal upon a lot or the common property after being given notice by the body corporate to remove such animal once the body corporate has resolved that the animal is causing a nuisance.

15.2 A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common property.

16 CONSENT OF BODY CORPORATE

16.1 A consent given by the body corporate under these rules will, if practicable, be irrevocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

17 COMPLAINTS AND APPLICATIONS

17.1 Any complaint or application to the body corporate must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the body corporate.

18 VEHICLES ON COMMON PROPERTY

18.1 A proprietor or occupier of a lot must not park or leave a motor vehicle, trailer or motor cycle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the body corporate.

18.2 A proprietor or occupier of a lot must not park or permit to be parked any motor vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove the offending vehicle, trailer or motor cycle.

18.3 Permanent parking is not permitted in visitors' spaces.

19 STORAGE OF BICYCLES

19.1 A proprietor or occupier of a lot must not:

- (a) permit any bicycle to be stored other than in the areas of the common property designated by the body corporate or its Managing Agent for such purpose and fitted with bicycle racks;

- (b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the common property as may be designated by the body corporate or its Managing Agent from time to time.

20 FIRE CONTROL

- 20.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 20.2 A proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

21 SIGNS, BLINDS AND AWNINGS

- 21.1 A proprietor or occupier of a lot must not erect or fix any sign or notice to any part of the common property or lot where it can be seen from any exterior position, except as required by law.
- 21.2 A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than as permitted by the Managing Agent. (The standard that can be viewed from the exterior is mid grey to dark grey tones).
- 21.3 A proprietor or occupier of a lot must not install or permit the installation of any awnings other than as permitted by the body corporate.

22 WINDOW TINTING

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

23 PAINTING, FINISHING, ETC

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

24 CLOTHES DRYING AND APPEARANCE OF A LOT

- 24.1 A proprietor or occupier of a lot must not permit any drying or airing facilities to be kept, maintained or placed on any part of the common property or the lot where it would be visible from the exterior of the lot.
- 24.2 A proprietor or occupier of a lot must not store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the common property and the lot without the consent of the body corporate except for pot plants and barbeques, chairs and tables.

25 COMPLIANCE WITH RULES BY INVITEES

- 25.1 A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.
- 25.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

25.3 Any contractor/tradesman may only use the basement lift lobby for entry and exit.

26 COMPLIANCE WITH LAWS

26.1 A proprietor or occupier of a lot must at the proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.

26.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.

27 FOR SALE AND LEASE BOARDS

27.1 A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property of their lot.

28 BUILDING WORKS

28.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to a body corporate member's lot expect in accordance with the following requirements:

28.1.1 Such building works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies of which have been given to the secretary of the Body Corporate and then strictly in accordance with those permits, approvals and consents and any conditions thereof.

28.1.2 The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise to a reasonable level any nuisance, annoyance, disturbance and inconvenience from building operations to other lot owners and occupiers;

28.2 The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:

28.2.1 Submits to the Body Corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

28.2.2 Supplies to the Body Corporate such further particulars of those proposed works as the Body Corporate may request and as shall be reasonable to enable the Body Corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

28.2.3 Receives written approval for those works from the Body Corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Body Corporate (which cost may include the costs of a building surveyor engaged by the Body Corporate to consider

such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

- 28.3 Pays such reasonable costs to the Body Corporate;
- 28.4 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Body Corporate concerning the method of building operations, means of access, use of common areas, and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Body Corporate gives written consent to do so) and that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 28.5 Without limiting the generality of paragraph 21.4 the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 28.5.1 Building materials must not be stacked or stored in the front side or rear of the building;
 - 28.5.2 Scaffolding must not be erected on the common property or the exterior of the building;
 - 28.5.3 Construction work times must comply with the local laws of the City of Melbourne;
 - 28.5.4 The exterior and common property of the building must at all times be maintained in a clean tidy and safe state;
 - 28.5.5 Construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 28.6 Before any of the proprietor or occupier's works commence the proprietor or occupier must:
- 28.6.1 Caused to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Body Corporate; and
 - 28.6.2 Deliver a copy of the policy and certificate of currency in respect of the policy to the Body Corporate;
- 28.7 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or the Body Corporate in the case of common property;
- 28.8 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures, fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the Body Corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the Body Corporate against any costs or liabilities incurred by the Body Corporate in so making good the damage or dirtying;

28.9 The proprietor or occupier of a lot must forthwith make good any damage occasioned to the building, the common areas, the services thereof and all fixtures, fittings and finishes resulting for such works or (at the Body Corporate's election) to reimburse to the Body Corporate the cost incurred or to be incurred by the Body Corporate in making good any such damage.

29 RESIDENTS MOVING IN OR VACATING

29.1 A proprietor or occupier of a lot must pay to the Body Corporate a service fee of \$250.00 for each move on a Saturday or Sunday.

29.2 Residents intending to move furniture in or out must not:

29.2.1 Do so without notifying the On-Site Manager at least 48 hours prior to the proposed move and receiving approval from the On-Site Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

29.2.2 Do so on a Sunday or if on a Saturday without paying the fee set by the body corporate for the overtime attendance of the On-Site Manager or other overtime costs.

29.2.3 Commence operations until the fee prescribed in 29.2 above is paid to the Body Corporate.

29.3 Residents moving furniture in or out at any time must not:

29.3.1 Permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the On-Site Manager.

29.3.2 Permit any furniture or items to access or exit the building other than via the basement. Absolutely no movement is to be through the ground floor foyer.

29.3.3 Permit any vehicles to restrict access to the car park.

29.3.4 Conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

29.3.5 Place any furniture or items in a lift other than that specified by the On-Site Manager and notwithstanding 29.1.1 until protective covers have been placed in the lift by the On-Site Manager.

29.3.6 Either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.

29.3.7 Damage the lifts in any way or lobbies or any areas nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the On-Site Manager will inspect the lifts, lobbies and common areas for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the Body Corporate promptly.

29.3.8 Conduct the operation in other than a quick and timely manner.

29.4 Proprietor must not permit tenants or occupiers to avoid paying the cost of damage referred to in 29.2.7. If the amount is not paid within 7 days, the proprietor will become liable to the

Body Corporate for the amount. The payment for damage is in addition to the fee prescribed in 29.1