

**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 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) “Member” means a member of the body corporate and includes any tenant or licensee of a member;
- (c) “Recreation Centre” means the recreational facility constructed on the common property;
- (d) “Recreation Centre Management Agreement” means the agreement between the body corporate and Mirvac Projects Pty Ltd ACN 001 069 245 referred to in rule 2;
- (e) “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.
- (f) 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 imparting a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority;
  - (4) a reference to a thing includes part of that thing;
  - (5) “including” and similar expressions are not words of limitation.
- (g) 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 its related companies and their respective consultants, employees and agents (“Mircac”):
  - (1) to conduct marketing activities on the common property until all of the lots on the plan of subdivisions are sold, including:

- (i) allowing invitees to have access to common property in the company of a Mirvac representative; and
- (ii) placing and maintaining sale signs, insignia and other marketing material on the common property; and
- (iii) under the Recreation Centre Management Agreement.

## **2 RECREATION CENTRE MANAGEMENT AGREEMENT**

- 2.1 The body corporate, in addition to the powers and authorities conferred on it by or under the Subdivision (Body Corporate) Regulations, has the power and authority to appoint Mirvac Projects Pty Ltd (“Recreation Centre Manager”) to provide certain services to the users of the Recreation Centre and to grant certain rights of access and use in relation to the Recreation Centre to the Recreation Centre Manager. The term of the agreement will be 5 years, with two optional terms of 2 years each.
- 2.2 A Member must not hinder or impede the Recreation Centre Manager from performing its duties or exercising its rights under the Recreation Centre Management Agreement.

## **3 RULES FOR USE OF RECREATION CENTRE**

- 3.1 A member must comply with the rules of use of the Recreation Centre as set by the Recreation Centre Manager or the body corporate from time to time.

## **4 BEHAVIOUR BY PROPRIETORS AND OCCUPIERS**

- 4.1 A Member when on common property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property.
- 4.2 A Member must not nor allow persons under his or her control to smoke in those parts of the common property the body corporate or its Managing Agent may designate from time to time.
- 4.3 A Member must not nor allow persons under his or her control to use on the common property, skateboards, rollers skates or roller blades.
- 4.4 A Member must not nor permit persons under his or her control to consume alcohol or take glassware onto the common property.

## **5 DAMAGE TO COMMON PROPERTY**

- 5.1 A Member must not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property.

## **6 MOVING OF CERTAIN ARTICLES**

- 6.1 A Member 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 Member 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.

## **7 INTERFERENCE WITH COMMON PROPERTY**

- 7.1 A Member 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 Member 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.

## **8 SECURITY OF COMMON PROPERTY**

- 8.1 A Member must not do anything which may prejudice the security or safety of the common property.

## **9 NOTIFICATION OF DEFECTS**

- 9.1 A Member 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 A Member shall compensate the body corporate in respect of any damage to the common property caused by that Member or its invitees.

## **11 GARBAGE**

- 11.1 A Member must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

## **12 STORAGE OF FLAMMABLE LIQUIDS**

- 12.1 A Member must not:
- (a) store on the common property any flammable chemical, liquid, gas or other flammable material; or
  - (b) do or permit anything to 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.

## **13 PETS AND ANIMALS**

- 13.1 A Member must not keep any animal upon the common property after being given notice by the body corporate to remove such animal.
- 13.2 A Member must ensure that any animal belonging to them does not urinate or defecate on common property.

## **14 CONSENT OF BODY CORPORATE**

- 14.1 A consent given by the body corporate under these rules will, if practicable, be irrevocable and may be given subject to conditions including, a condition evidenced by a minute of a resolution that the Member to which the consent or approval relates is responsible for compliance with the terms of the consent.

## **15 COMPLAINTS AND APPLICATIONS**

15.1 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.

## **16 VEHICLES ON COMMON PROPERTY**

16.1 A Member 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 any offending motor vehicle, trailer or motor cycle.

## **17 STORAGE OF BICYCLES**

17.1 A Member must not permit any bicycle to be stored other than in the areas of the common property designed by the body corporate or its Managing Agent for such purpose and fitted with bicycle racks.

## **18 PAINTING, FINISHING, ETC**

18.1 A Member must not paint, finish or otherwise alter the external façade of any building or improvement forming part of the common property.

## **19 COMPLIANCE WITH RULES BY INVITEES**

19.1 A Member must take all reasonable steps to ensure its invitees comply with these rules while on common property.

## **20 FOR SALE AND LEASE BOARDS**

20.1 A Member must not allow the erection of any for sale or for lease boards on the common property.

## **21 BUILDING WORKS**

21.1 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 except in accordance with the following requirements:

21.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent 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;

21.1.2 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;

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

21.2.1 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 in the fire or acoustic ratings of any component of the building; and

- 21.2.2 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
  - 21.2.3 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;
- 21.3 Pays such reasonable costs to the Body Corporate;
- 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 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;
- 21.5 Without limiting the generality of paragraph 21.4 the proprietor or occupier of a lot must ensure that the proprietor or and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 21.5.1 Building materials must not be stacked or stored in the front side or rear of the building;
  - 21.5.2 Scaffolding must not be erected on the common property or the exterior of the building;
  - 21.5.3 Construction work times must comply with the local laws of the City of Melbourne;
  - 21.5.4 The exterior and common property of the building must at all times be maintained in a clean tidy and safe state;
  - 21.5.5 Construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 21.6 Before any of the proprietor or occupier's works commence the proprietor or occupier must:
- 21.6.1 Cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Body Corporate; and
  - 21.6.2 Deliver a copy of the policy and certificate of currency in respect of the policy to the Body Corporate;

- 21.7 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 of the Body Corporate in the case of common property;
- 21.8 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.
- 21.9 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 from 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.

## **22 RESIDENTS MOVING IN OR VACATING**

- 22.1 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.
- 22.2 Residents intending to move furniture in or out must not:
- 22.2.1 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.
  - 22.2.2 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.
  - 22.2.3 Commence operations until the fee prescribed in 22.1 above is paid to the Body Corporate if the move is on a Saturday or Sunday.
- 22.3 Residents moving furniture in or out at any time must not:
- 22.3.1 Permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the On-Site Manager.
  - 22.3.2 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.
  - 22.3.3 Permit any vehicles to restrict access to the car park.
  - 22.3.4 Conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.
  - 22.3.5 Place any furniture or items in a lift other than that specified by the On-Site Manager and notwithstanding 22.2.1 until protective covers have been placed in the lift by the On-Site Manager.

- 22.3.6 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.
- 22.3.7 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.
- 22.3.8 Conduct the operation in other than a quick and timely manner.
- 22.4 Proprietor must not permit tenants or occupiers to avoid paying the cost of damage referred to in 22.2.7. 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 21.1.