

SY 21 – P.S. 422665R

Body Corporate Rules – Limited – BC8 and 9

1 INTERPRETATION

1.1 In these rules:

- (a) “Lot” means a lot on the plan of subdivision;
- (b) “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.
- (c) “Resident manager” means the person employed by the body corporate to manage the building and who resides in the building;
- (d) “Proximity Card” 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.
- (e) Unless the context otherwise requires:
 - (1) headings are for convenience only;
 - (2) the singular includes the plural and vice versa;
 - (3) a reference to a 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; and
 - (5) “including” and similar expressions are not words of limitation.
- (f) 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 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”) to conduct marketing activities on the common property until all of the lots on the plan of subdivision are sold, including
 - (1) allowing invitees to have access to the common property in the company of a representative of Mirvac; and
 - (2) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on 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.
- 2.2 A proprietor or occupier of a lot must not install in that lot a safe or other item of greater mass than 100kg when full or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the body corporate.

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
 - (c) without limiting the generality of the foregoing, use hammer drills or jack hammers in the lot between the hours of 4 pm to 9 am on weekdays or at any time on weekends or public holidays.
 - (d) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8:00 am.
 - (e) Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate.
- 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 smoke nor allow 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 as non-smoking areas from time to time.
- 3.4 A proprietor or occupier of a lot must not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on to common property.
- 3.5 A proprietor or occupier of a lot must not use or permit persons under his or her control to use on the common property, skateboards, rollers skates or roller blades.

- 3.6 A proprietor or occupier of a lot must not the common property nor permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors.
- 3.7 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 by the proprietor or occupier of the lot (or any person using the car parking space(s) with their permission) 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 without 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 insurance policy.

6 MOVING OF CERTAIN ARTICLES

- 6.1 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the body corporate or Resident Manager in sufficient time to enable a representative of the body corporate 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 Resident Manager Agent's representative.
- 6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the body corporate and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.
- 6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a lot may only move items through the garage lift lobby, if the permission of the Managing Agent or Resident Manager is first obtained.

7 INTERFERENCE WITH COMMON PROPERTY

- 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 those articles 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 plant and equipment owned by the body corporate installed on the common property.
- 7.3 A proprietor or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.
- 7.4 A proprietor or occupier of a lot must not install nor permit the installation of covering to any storage areas forming part of the lot other than as permitted by the body corporate.
- 7.5 A proprietor or occupier of a lot must not modify any intercom, television aerial or communication system servicing that lot without the prior written consent of the body corporate excluding telephone connections.
- 7.6 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 the Managing Agent on becoming aware of any damage to or defect in the common property or personal property vested in the body corporate.

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 or personal property vested in the body corporate caused by that proprietor or occupier (or their respective tenants, licensees or invitees).

11 RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

- 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 including:
- (a) closing off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restricting the access to or use by proprietors or occupiers of any part of the common property.

- (b) permitting, 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) restricting by means of Proximity Card or other security device the access of proprietors or occupiers of one level of the lots to any other level of the lots; and
- (d) cancelling any Proximity Card issued where proprietor is in arrears in payment of body corporate levies in excess of 2 quarters.

12 PROXIMITY CARD

- 12.1 The body corporate may charge a reasonable fee for any additional Proximity Card required by a proprietor.
- 12.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Proximity Card available for use by any occupier of a lot and must use all reasonable endeavours, including an appropriation stipulation in any lease or licence of a lot to the occupier, to ensure the return of the Proximity Card to the proprietor or the body corporate.
- 12.3 A proprietor or occupier of a lot in possession of a Proximity Card must not without the written consent of the body corporate, duplicate the Proximity Card or permit it to be duplicated and must take all reasonable precautions to ensure that the Proximity Card is not lost or handed to any person other than another proprietor or occupier and is not disposed of otherwise than by returning it to the body corporate.
- 12.4 A proprietor or occupier of a lot must promptly notify the body corporate if a Proximity Card 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 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; and
 - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

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 on the common property after being given notice by the body corporate to remove such animal after 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 in his or her control does not urinate or defecate on common areas including internal court yards.
- 15.3 A proprietor or occupier of a lot must ensure that any animal in his or her control is kept on a lead, carried or in a cage while on common property.
- 15.4 A proprietor or occupier of a lot must ensure that any animal in his or her control enter and leave the building through the basement and not through the main entrance lobby.

16 CONSENT OF BODY CORPORATE

- 16.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, 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 vehicle or permit a vehicle to be parked or left 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 purposes by the body corporate.
- 18.2 A proprietor or occupier of a lot must observe any parking directions given orally or published by the Managing Agent from time to time in respect of parking.
- 18.3 A proprietor or occupier of a lot must not park or permit to be parked any 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.
- 18.4 A proprietor or occupier must not park any vehicle in a visitor parking space and must not allow any visitor to permanently park a vehicle in a visitor parking space.

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.
- 20.3 A proprietor or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

21 SIGNS AND BLINDS

- 21.1 A proprietor or occupier of a lot must not install or permit the installation of any window furnishings to the interior of any windows other than in accordance with the specifications below without the prior written approval of the body corporate.

Specifications

- (a) Sunscreen Roller Blind – manual chain operated or motorised in one of the following colours:
 - Pearl 0707 E Screen 4100/4110 (Mermet Aust Ltd or equivalent)
 - Linen-Pearl-Grey M81 T Screen 5100/5110 (Mermet Aust Ltd or equivalent)

WITH MAXIMUM SHADING CO-EFFICIENT OF .56

- (b) Slimline Venetian Blinds – Manual chain and wand operated or motorised in Light Grey.
 - (c) Timber Venetians – manual chain operated or motorised in Light Grey.
 - (d) Blackout Roller Blinds – manual chain operated or motorised in Light Grey.
- 21.2 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.
 - 21.3 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 APPEARANCE OF A LOT

- 22.1 A proprietor or occupier of a lot must not:

- (a) without prior written consent of the body corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the building;
- (b) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the body corporate;
- (c) without the prior written consent of the body corporate attach to or hang from the exterior of the lot any aerial or any security device or wires;
- (d) install or operate any intruder alarm which emits an audible signal;
- (e) allow any glazed portions of the 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.

22.2 A proprietor or occupier of a lot must not install any equipment or apparatus of any kind (including, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:

- (a) extends outside the boundaries of a lot; or
- (b) is located on any balcony; or
- (c) protrudes from any building or any balcony forming part of a lot,

without first obtaining the written consent of the body corporate.

22.3 Without limiting rule 22.2, a proprietor or occupier must not affix a satellite dish to any part of the common property or lot.

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

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 or any wind chimes) 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, barbeques, chairs and tables.

25 COMPLIANCE WITH RULES BY INVITEES

- 25.1 A proprietor or occupier 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 licence agreement, to ensure that an lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- 25.2 A proprietor or occupier of a lot must ensure that any contractor or tradesman engaged by them may only use the basement lift lobby for entry and exit.
- 25.3 A proprietor or occupier of a lot must not use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the SY21 development or may cause a nuisance or hazard to any other member or occupier of any lot or their families or visitors of any such member or occupier.

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.

27 INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

- 27.1 A proprietor or occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate from time to time.

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 unless:
- (a) 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;
 - (b) such works are undertaken strictly in accordance with those permits approvals and consents referred to in paragraph (a); and
 - (c) such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other occupiers of lots.
- 28.2 The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:
- (a) 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 or water penetration i.e. balconies, of any component of the building; and
 - (b) 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;

- (c) receives written approval for those works from the body corporate, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the body corporate's approval must be paid by the proprietor or occupier; and
- (d) pays the costs referred to in paragraph (c) to the body corporate.

28.3 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 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.

28.4 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:

- (a) building materials must not be stacked or stored in the front side or rear of the building;
- (b) scaffolding must not be erected on the common property or the exterior of the building;
- (c) construction work times must comply with the local laws of the City of Stonnington;
- (d) the exterior and common property of the building must at all times be maintained in a clean tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

28.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:

- (a) 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
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate.

28.6 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.

28.7 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services 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) 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.

28.8 The proprietor or occupier of a lot must forthwith make good any damage resulting from such works or, if the body corporate elects to make good any such damage itself reimburse to the body corporate the cost of making good any such damage.

28.9 Nothing in this rule 28 applies to Mirvac.

29 CONDUCT OF MEETING

29.1 Meetings of the body corporate will be held in accordance with the Subdivision (Body Corporate) Regulations 2001.

30 SELLING AND LEASING

30.1 The proprietor or occupier of a lot must not affix or allowed to be affixed any for sale or for lease boards on the common property or any lot.

31 RESIDENTS MOVING IN OR VACATING

31.1 A proprietor or occupier of a lot intending to move furniture in or out must not:

- (a) do so without notifying the Resident Manager at least 48 hours prior to the proposed move and without receiving approval from the Resident Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts and other common property; nor
- (b) do so on a Sunday or public holiday; nor
- (c) do so on a Saturday without paying the fee set by the body corporate for the overtime attendance of the Resident Manager.

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

- (a) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Resident Manager;
- (b) permit any furniture or items to access or exit the building other than via the basement. Absolutely no movement is to be through the main entry foyer;
- (c) permit any vehicles to restrict access to the car park;
- (d) conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes;
- (e) place any furniture or items in a lift other than that specified by the Resident Manager and, in any event, not until protective covers have been placed in the lift by the Resident Manager;
- (f) 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;

- (g) 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 Resident 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 within 14 days.
- (h) conduct the operation in other than a quick and timely manner.

31.3 Proprietor must not permit tenants or occupiers to avoid paying the cost of damage referred to in 31.2 (h). If the amount is not paid within 14 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 31.1.

32 USE OF APPURTENANCES

32.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed, and the sweeping of rubbish or other unsuitable substances shall be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the proprietor or occupier.

33 STORAGE CAGES

33.1 A proprietor or occupier of a lot must not install a storage cage nor alter an existing storage cage in any way without first obtaining the written consent of the body corporate, which consent may be refused or granted on certain conditions by the body corporate in its absolute discretion.

33.2 A proprietor or occupier of a lot must ensure that all objects in storage cages do not exceed the height of the sides of the storage cages.

34 NO TRADE OR BUSINESS

34.1 The proprietor or occupier of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so.

35 SHORT-TERM LEASE

35.1 A proprietor or occupier of a lot must not:

- (a) grant a lease, licence or other right to occupy that lot or any part of that lot for a period of less than three months, except where the occupier is overholding under the terms of a lease, licence or other right to occupy that had a term of at least three months; or
- (b) grant a lease, licence or other right to occupy any part of that lot which forms a car parking space independently of a lease, licence or right to occupy all of the relevant lot.

36 SIGNAGE AND OTHER LICENCES

36.1 Notwithstanding anything else in these rules to the contrary, the body corporate, in accordance with the powers and authorities conferred on it by or under the Subdivision (Body

Corporate) Regulations 2001, has the power and authority to grant to Mirvac a licence to erect signs on the common property.

37 PODIUM GARDEN AREA

37.1 A proprietor or occupier of a lot must comply with the rules controlling the use and operation of the podium garden area (including hours of operation), as set by the body corporate or Managing Agent from time to time. The initial Podium Garden Area rules are as follows:

- (a) All users of the podium garden do so at their own risk;
- (b) Children (under 18) are not permitted to use the podium garden at any time unless accompanied by an adult;
- (c) Hours of use for the podium garden are 7 am to 9 pm Sundays to Thursdays and 7 am to 11 pm Fridays and Saturdays;
- (d) The podium garden area is for use by residents and no more than two guests at any one time, although guests are to be accompanied by a resident at all times;
- (e) Glass objects, drinking glasses and sharp objects are not permitted in the podium garden area;
- (f) Alcohol is not permitted in the podium garden area;
- (g) Smoking is not permitted in the podium garden area;
- (h) Appropriate attire must be worn at all times;
- (i) Noisy or hazardous activities are not permitted in the podium garden area;
- (j) Users of the podium garden are not permitted to play music;
- (k) Pets are not permitted in the podium garden at any time.

38 PENALTY INTEREST

38.1 The body corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1993 on outstanding money.

39 RECOVERY OF THE BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS

39.1 The member must pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules, including recovery of body corporate contribution fees.

40 WIND

40.1 To minimise the likelihood of risk and damage to surrounding people or property during periods of high winds, the proprietor or occupier of a lot must ensure that all loose items are to be removed from balconies.

41 MIRVAC PROJECTS PTY LTD RIGHTS

41.1 Mirvac Projects Pty Ltd its mortgagees or chargees shall be and are by this rule, authorised by each and every Body Corporate in the Plan of Subdivision to:

- (a) Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- (b) Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
- (c) Exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
- (d) Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Mirvac Projects Pty Ltd or its mortgagee or chargee thinks fit; and
- (e) Use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.

Please note: Development is defined as “SY21, 800 Chapel Street, and 40 & 41 Chapel Mews, South Yarra Vic 3141

41.2 The Body Corporate will, within 7 days of being requested by Mirvac Projects Pty Ltd or its mortgagee or chargee, sign whatever consents authorities permits or other such document as may be required to enable Mirvac Projects Pty Ltd or its mortgagee or chargee to complete the Development.