

Bodies Corporate 1, 3 & 4 of Plan of Subdivision
504017Y

BODY CORPORATE RULES

STANDARD RULES

Reg. 104 and 219 *Subdivision (Body Corporate) Regulations 2001*

USE OF COMMON PROPERTY AND LOTS

A member must not and must ensure that the occupier of a member's lot does not-

- (a) use the common property or permit the common property to be used in such manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- (b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate; or
- (c) 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 development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate; or
- (e) make or permit to be made any noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8:00am; or
- (f) keep any animal on common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

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ADDITIONAL RULES
MADE PURSUANT TO REGULATION 220

In addition to the Standard Rules under Reg. 104 and 219 *Subdivision (Body Corporate) Regulations 2001* (Form 1) the Body Corporate has adopted under Regulation 220 the additional Rules as set out hereunder.

At all and any places in these rules where it refers to Body Corporate it may also mean a Committee of Management or a Body Corporate Manager which has been duly appointed and delegated powers and duties of the Body Corporate and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld. To a further proviso that such consent shall not be given if the use or enjoyment of any member or occupant of his/her lot or the common property would be unreasonably prejudiced or affected thereby. Such consent should be in writing.

1. INTERPRETATION/DEFINITIONS:

1.1 In these rules:

“**Act**” means Subdivision Act 1988 (Vic).

“**Body Corporate**” means the Body Corporate to which these rules apply being either Nos. 1, 3 or 4 on the Plan of Subdivision 504017Y

“**Building**” means the residential apartment building constructed within Freshwater Place known as 1 Queensbridge Street and 1 Queensbridge Square, Southbank.

“**Common Property**” means any common property as described as such on the Plan of Subdivision which is controlled by the Body Corporate.

“**Freshwater Place**” means mixed used development being all the land and improvements comprised in the Plan of Subdivision known as “Freshwater Place” and includes any additional land which is integrated into this development.

“**Lot**” means a Lot on the Plan of Subdivision which is subject to the Body Corporate.

“**Manager**” means the Company or person for the time being appointed by the Body Corporate as the Manager or the Managing Agent and a reference in these rules to the Body Corporate shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.

“**Member**” means a member of the Body Corporate.

“**Occupier**” means any person occupying or in possession of a Lot (including any occupier under a lease or licence agreement) and can include a Member.

“Plan of Subdivision” means Plan of Subdivision No: 504017Y

“Regulations” means the Subdivision (Body Corporate) Regulations 2001 (Vic.).

“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.

1.2 Unless the context otherwise requires:

- (i) headings are for convenience only;
- (ii) words imparting the singular include the plural and vice versa;
- (iii) an expression imparting a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority;
- (iv) references to any gender include the others, and
- (v) a reference to a thing includes part of that thing.

1.3 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.

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 Member must not and must ensure that the Occupier of a Member’s Lot does not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

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

2.2 A Member must not and must ensure that the Occupier of the Member’s Lot does not install a safe in a Lot without the written consent of the Body Corporate and before submitting to the Body Corporate a structural engineering report in respect of the proposed installation.

3. VIDEO SURVEILLANCE

A Member must not and must ensure that the Occupier of a Member’s Lot does not tamper or interfere with, at any time, the building security surveillance system.

4. USE OF LOTS AND COMMON PROPERTY AND BEHAVIOUR OF MEMBERS AND OCCUPIERS

- 4.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:
- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member 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) use or permit a Lot to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier; or
 - (d) use any of the Common Property for any purpose other than specified by the Body Corporate and all such use shall be in a thoughtful manner and with due and proper care and in accordance with these rules and house rules ; or
 - (e) use or occupy any Lot or Lots, in a manner that would contravene any planning regulations and requirements placed on the Plan of Subdivision; or
 - (f) use or suffer or permit to be used on or in the Lot any machine or equipment or instrument which may cause interference with a wireless or television reception by any person or persons for the time being occupying any of the Lots unless such machine or equipment or instrument is effectively fitted with a device which prevents such interference with a wireless or television reception; or
 - (g) do anything to increase the cost of the insurance of the Building or public liability insurance for the Common Property. However in the event of any loading or increase in the premium then the Member or Occupier causing the loading or increase will be requested to pay such loading or increase; or
 - (h) without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot between the hours of 3pm and 9am on weekdays or on weekends at all; or
 - (i) feed birds or animals from window sills, balconies, patios or garden areas of a Lot or the Common Property; or
 - (j) further to item (e) of the standard rules, make or permit to be made noise from music or machinery to outside areas about other Members' Lots or Common Property which exceeds the background level by more than 8 dB(k); or
 - (k) smoke in the stairwells, lifts, foyers and car park forming part of the Common Property or such other parts of the Common Property as the Body Corporate or its Manager may designate from time to time; or.
 - (l) use or permit bicycling, roller blading, skate boarding, roller skating, ball games or similar in any part of the Common Area including the car parking areas, driveways and access pathways.; or.

- (m) consume nor permit consumption of alcohol or the taking of glassware onto the Common Property, except that with the consent of the Manager alcohol may be consumed in the function room and BBQ areas on level 10 and Skyline Club on levels 40 & 40a (if applicable) subject to suitable supervision and control; or
- (n) not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or door or down the staircase or from the balconies, patios or garden areas. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Member on behalf of him/her self or on behalf of the Member, Occupier of a Member's Lot, tenant, guest, visitor or similar; or
- (o) use the member's lot for any purpose other than that of a private residence without the written consent of the Committee of Management of the Body Corporate; or

4.2 A Member must and must ensure that the Occupier of a Member's Lot, when on Common Property (or if on 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 Member or Occupier of another Lot or to any person lawfully using Common Property.

4.3 A Member must and must ensure that the Occupier of the Member's Lot does :

- (a) keep all services (including air conditioning and security systems) which exclusively serve the Member's Lot, properly maintained and in good repair; and
- (b) not place garbage on the Common Property except in a proper bin or receptacle and in a place set aside by the Body Corporate.

5. POSITIVE OBLIGATIONS OF MEMBER

A Member shall do or cause to be done the following:

- (a) pay any increased premium occasioned by his/her particular use of the Lot;
- (b) repair and maintain the interior of the Lot and parts of the Common Property exclusively used by the Member or the Occupier of the Member's Lot and maintain in good repair and working order and keep clear all sanitary and sewerage and other apparatus and equipment wholly within the Lot used for the supply of electricity, water, hot water, gas heating and cooling installation, security systems or other services to the Lot, all wires within the Lot or on the Common Property used in connection with wireless or television reception which service exclusively the Lot, all sewers, drains, tubes, pipes, ducts and wires which are wholly within and terminate in the service lot and any tank, cistern, wireless aerial or television antenna, lifts, heating and cooling installation, security system and any other equipment or apparatus now on or which may hereafter be installed on the Common Property and any sewers, drains, tubes, pipes, ducts or wires used in connection therewith on the common property which serve exclusively the Lot and pay for the renewal repair or reinstatement thereof;

- (c) report to the Body Corporate or the Manager or Manager's representative any accidents to or failure of any services which affects the use and enjoyment of such services by Members and Occupiers of the Common Property;
- (d) keep the passageway outside the Lot clean and clear of rubbish;
- (e) when leasing his/her Lot (where such leasing is permitted) make it a condition of the lease or tenancy that the lessee or tenant shall comply with the Rules of the Body Corporate, the Act and the Regulations) or such other replacement Regulations that are in force from time to time;
- (f) use the lifts in the Building at his/her own risk and responsibility and use the same in a careful manner and make good any damage caused as a result of use of the lifts for delivery of goods by the Member or Occupier of the Member's Lot (if applicable);
- (g) except for entry or egress in accordance with the security arrangements of the Building, accompany the Member's visitors whilst they are in the Building or using the Common Property or ensure that they are so accompanied by the Member or Occupier of the Member's Lot (if applicable);
- (h) only use the Common Property in such hours as the Body Corporate may set for their use from time to time; and
- (i) in the event of the replacement or repair of any glass which forms part of the exterior of the Building (whether inside the boundary of a Lot or otherwise), ensure that the replacement glass or repair complies with the specification of the glass which is replaced or repaired.

6. BEHAVIOR OF INVITEES:

6.1 A Member must not and must ensure that the Occupier of a Member's Lot ensures that, all the guests, visitors and invitees of a Member or Occupier of the Member's Lot (of any kind and for any purpose whatsoever), do not:

- (a) behave in a manner likely to interfere with the peaceful enjoyment of the Member or Occupier of another Lot or of any person lawfully using the Common Property; or
- (b) fail to accept liability for and compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by any such Member, Occupier or their invitees; or
- (c) fail to inform and require compliance of all Body Corporate Rules & Regulations on any Occupier of the Member's Lot of any guests, servants, employees, agents, children, invitees, licensees or persons coming upon the Lot; or
- (d) enter Common Property without the consent or approval (actual or implied) of such Member or occupier; or
- (e) use the foyer other than to gain access or exit to the Building.

7. CLEANING OF A LOT INCLUDING WINDOWS

7.1 A Member must and must ensure that the Occupier of a Member's Lot does:

- (a) keep that Lot clean and in good repair, and
- (b) keep all balconies, patios, garden areas or similar clean, tidy and well maintained; and
- (c) ensure their car parking space(s) is free of oil etc. The Body Corporate reserves its right to clean any area and charge the Member for the cost incurred; and
- (d) not inhibit or prevent any professional window cleaners engaged by the Body Corporate from gaining access through their Lot or to any balcony within their Lot to any windows contained within the Lot for the purpose of cleaning and maintaining such windows; and
- (e) keep all accessible windows within their Lot clean and not permit such windows to reach a level of uncleanness that detracts or affects the exterior appearance of the Lot or the Building;

8. DAMAGE TO COMMON PROPERTY

8.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

- (a) damage, deface, or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Body Corporate property located on, in or attached to the Common Property provided further that if the Body Corporate expends money to make good damage caused by any Member or Occupier of any of the Lots, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Member of the Lot at the time when the damage occurred; or
- (b) fail to properly inform the Body Corporate within twenty-four (24) hours of any damage to property which may be subject of a claim against Body Corporate's building and/or public liability insurance policy; or
- (c) interfere with or attempt to redirect any maintenance works being attended to by tradesperson or others who have been appointed by the Body Corporate specifically for work being undertaken; or
- (d) interfere with the operation, function or control of any of the fixtures, fittings or equipment on the Common Property, including but not limited to all, pedestrian entrances, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment; or
- (e) commit, perform, cause or carry out any act on any Lot or Lots or on the Common Property in breach of any Act of Parliament or any regulation, permit, by-law or order made by any Municipal, Statutory, Government or other Authority authorised by law to make such regulation, by-law or order or issue such permits; or

- (f) unless employed by the Body Corporate for the purpose of installing rectifying or maintaining the same enter into any plant room, machine housing wash disposal room, electricity switch room, lift machinery room, or adjust or cause adjustments to any thermostat, water control, electricity, gas or heating and or cooling controls in or on the Common Property without the consent of the Body Corporate; or
- (g) use the water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein provided further that any costs or expensed resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Member whether the same is caused by his or her own actions or those of members of his or her household or his or her invitees; or
- (h) interfere or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of emergency provided further that the Body Corporate may recover the cost of any charges for false alarms or making good any damage from the Member or Occupier of a Member's Lot; or
- (i) store any flammable liquid or chemical on any Lot or any part of Common Property nor suffer to be done any act or thing whereby any policy of insurance on the buildings and other improvements in the parcel or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance.

9. MOVING, DELIVERIES AND TRADESMEN

9.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

- (a) move any article likely to cause damage or obstruction through Common Property without first notifying the Body Corporate or its Manager giving at least seventy two (72) hours notice to enable a representative of the Body Corporate or the Manager to be present, if necessary; or
- (b) damage, obstruct or interfere with the lifts, stairways, corridors or any other Common Property when moving any items in or out of any Lot; or.
- (c) arrange for trades persons (except in emergencies) of any nature or kind to perform works to be carried out except between the hours of 8.00am to 4.00pm weekdays and 9.00am and 12.00 noon Saturdays notwithstanding that tools and materials can be brought into the Building no sooner than 30 minutes before and no later than 30 minutes after the start and finish times respectively and there shall be no works done by trades people at any other times; or.
- (d) arrange for deliveries of any kind or nature unless the Member or Occupier of a Member's Lot is at or on the premises to accept and arrange for same at each Member or occupier's sole cost and liability.

- 9.2 Without limiting the generality of the foregoing rules:
- (a) a Member may and must ensure that the Member or the Occupier of a Member's Lot will only move items through the delivery dock and goods lift lobby or other area specifically designated by the Body Corporate;
 - (b) any movement of articles under rule 9.1 (a) must be in accordance with the directions of the Body Corporate, the Manager or Manager's representative.
- 9.3 A Member must and must ensure that the Occupier of a Member's Lot gives at least seventy two (72) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any Lot via the goods lift and loading dock. The moving of those articles must be done in a manner and at the time directed by the representative of the Body Corporate PROVIDED THAT nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of Common Property or of property belonging to the Member or Occupier of any other Lot.

10. USE OF LIFTS

- 10.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:
- (a) use the lift for any other purpose other than to gain access to his or her Lot as directed by the Body Corporate and not unless:
 - (i) the use is in accordance with any operating instructions of the lift supplier; or
 - (ii) such use is permitted by regulations made by the Body Corporate with respect to the use of the lifts; or
 - (b) use the lift in anyway as to interfere with any other Members or Occupiers use thereof; or
 - (c) hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of or the other Members or Occupiers use the lifts; or
 - (d) press the alarm or stop buttons except in an emergency situation; or
 - (e) press any button other than the one representing the floor or level that the lift is required to stop at; or
 - (f) without the consent of the Body Corporate use the lifts for delivery or removal of goods; or
 - (g) without the consent of the Body Corporate use the lifts for delivery or removal of goods without using lift covers; or
 - (h) use the goods lift for moving furniture and furnishings into or out of a unit without first having obtained the consent of the Body Corporate and then only by observing the specific instructions determined by the Body Corporate.

11. INTERFERENCE WITH COMMON PROPERTY

- 11.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:
- (a) 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 use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;
 - (b) without the written authority of the Body Corporate or its Manager, interfere with the operation of any equipment installed on the Common Property;
 - (c) modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Body Corporate; and
 - (d) install covering to any storage areas without the prior written consent of the Body Corporate. Any covering must comply with fire regulations (i.e. being fire retardant and of a colour approved by the Body Corporate).

12. SECURITY OF COMMON PROPERTY

- 12.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:
- (a) do anything, which may prejudice the security or safety of the Common Property; or
 - (b) allow persons to follow them through the security doors to the Building; or
 - (c) leave or prop open or permit to remain open any outside doors providing access to the Building; or
 - (d) compromise the security of the Building and keep the Body Corporate informed of any damage, forced entry or other act to maintain the integrity of the Building.

13. RESTRICTED USE OF COMMON PROPERTY

- 13.1 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 Members or Occupiers of any part of the Common Property; or
 - (b) permit, to the exclusion of Members 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 a key or other security device the access of Members or Occupiers; and

- (d) restrict by means of a Security Key the access of the Members or Occupiers of one level of the Lots to any other level of the Lots; or
- (e) cancel any Security Key issued where a Member is in arrears in payment of Body Corporate levies in excess of 2 quarters.

14. SECURITY KEYS

- 14.1 If the Body Corporate restricts the access of the Members and Occupiers under rule 13, the Body Corporate may make the number of Security Keys as it determines available to Members free of charge.
- 14.2 The Body Corporate may charge a reasonable fee for any additional Security Key required by a member.
- 14.3 A Member or Occupier 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 appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Member or the Body Corporate.
- 14.4 A Member must not and must ensure that the Occupier of a Member's Lot does 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 Member or Occupier and is not to dispose of otherwise than by returning it to the Member or the Body Corporate.
- 14.5 A Member must and must ensure that the Occupier of a Member's Lot promptly notifies the Body Corporate if a Security Key issued to him is lost or destroyed.
- 14.6 If a Security Key affording access to Freshwater Place or the Building and issued by the Body Corporate in respect of a Lot, is lost then the Member or Occupier:
 - (a) forfeits any security deposit paid to the Body Corporate; and
 - (b) must reimburse the Body Corporate any necessary cost of maintaining security including the cost of changing locks and providing new Security Keys for all Lots.

15. RUBBISH

- 15.1 A Member must ensure that the Occupier of a Member's Lot does not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.
- 15.2 A Member must and must ensure that the Occupier of a Member's Lot does 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 containers provided in the garbage shute room of each level or other area as designated for such items by the Body Corporate;
 - (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Body Corporate must be stored in the

containers provided in the garbage chute room of each level or other area as designated for the items by the Body Corporate;

- (c) general kitchen garbage must be drained and securely wrapped in small parcels and then deposited in the garbage chutes located within the garbage chute rooms on each floor of the Building;
- (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area on the ground floor or where designated by the Body Corporate, the Manager or Manager's representative; and
- (e) any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures must be deposited into the receptacle provided in the ground floor residential delivery bay except as may be provided from time to time by the Body Corporate as separate collection receptacles for items of this nature;
- (f) for any building works prior arrangements must be made with the Manager for the provision, location and costs associated with the removal of rubbish from the Building;
- (g) prior arrangements must be made with the Manager for the disposal of any large items or large quantities of rubbish that a Member or Occupier of a Member's Lot wishes to dispose of through the Building facilities.

16. PETS AND ANIMALS

- 16.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:
- (a) 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; or
 - (b) allow any animal belonging to them to urinate or defecate on Common Property, internal courtyards, private balconies, patios or garden areas.
 - (c) fail to clean up after any animal debris or make good damage to any Common Property; or
 - (d) allow animals anywhere and at any time on levels 10, 40 and 40a (where applicable)
- 16.2 On entering or leaving the Building and/or whilst on Common Property pets and animals must be either leashed, carried or appropriately restrained at all times.

17. VEHICLES, DRIVEWAYS AND CAR PARK AREAS

- 17.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:
- (a) drive or operate any motor vehicle or motor cycle on any internal road surface in excess of 5 kph; or
 - (b) park or leave a vehicle on Common Property so as to obstruct any driveway entrance to a parking space or Lot, or in any place other than in a parking area specified for such purpose by the Body Corporate; or

- (c) park or leave a vehicle in the public car park except as a paying customer of the public car park and in accordance with all of the public car park rules; or
- (d) use any car parking space otherwise than for the purpose of parking any motor vehicle, motor cycle, boat or bicycle therein and then in such manner as may be fair and reasonable, or permit any mechanical repairs (except of an emergency nature) to be performed on any vehicle so parked; or place or store any item whatsoever other than that referred to above on or within the car park space; or
- (e) park, either for short or long term time periods, 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 offending vehicles, trailer or motor cycles; or
- (f) permit bicycling, roller blading, skate boarding, roller skating, ball games or similar in the car parking areas, driveways or access pathways or any part of the Common Property; or
- (g) allow any build up or discharge of oil leakages or any other fluids from any motor vehicle, trailer or motor cycle onto Common Property or their Lot and must reimburse the Body Corporate for the cost of cleaning and removing any oil stains to the garage or other part of the Common Property; or
- (h) damage deface or obstruct entrances, passages, stairways, lifts, landings, driveways or pathways or to any other part of the Common Property; or
- (i) damage defacing or obstructing of entrances, passages, stairways, lifts, landings, driveways or pathways or to any other part of the Common Property and that none of the Common Property is used for any purpose other than the purpose for which that part of the common property is provided or made available; or
- (j) obstruct any easement giving access to any Lots or to Common Property for any purpose other than the reasonable ingress to and egress from the Member's Lot; or
- (k) interfere with the operation, function or control of the electronic automatic doors and gates; or
- (l) wash any vehicle in any area or car parking space or any Common Property whatsoever other than in the car wash and detailing area provided on level 2 at the Building; or
- (m) use the car wash and vacuum equipment on level two for any other purpose than washing of vehicles and must ensure that these facilities are used safely and with respect to the safety of others within the area; or
- (n) bring into the car park area vehicles that are heavily soiled. Heavily soiled vehicles must be cleaned prior to entry of the public car park; or
- (o) allow structures including storage cupboards to be erected within the car parking Lots without the written consent of the Body Corporate. A full specification of any storage unit must be provided to the Body Corporate prior to its approval being obtained. Approval will only be issued subject to the Member accepting all costs associated with any design checking and alterations required to the

buildings services. No flammable liquids may be stored within the car parking area; or

- (p) allow children to play in or on the Common Property, car parking areas or other areas of possible danger or hazard including levels 10, 40 and 40a (where applicable); or
- (q) allow heavy vehicles on the Common Property unless first determining the maximum load bearing weight for the common property in question; or
- (r) use fire escape stairwells other than for emergency purposes only

18. STORAGE

Bicycles

- 18.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:
- (a) permit any bicycle to be stored other than in the areas of the Common Property designated by the Body Corporate or its Manager for such purpose and fitted with bicycle racks;
 - (b) permit any bicycle to be ridden into or on a Lot or the foyer, stairwells, lift, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Body Corporate or its Manager from time to time; or
 - (c) store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas and subject to terms and conditions set forth in writing by the Body Corporate.
- 18.2 A Member must seek approval from the Body Corporate before affixing a bicycle rack to the wall that adjoins the car space owned by the Member. The type of rack and positioning is to be approved by the Body Corporate.
- 18.3 A Member can install a bicycle storage unit in the Member's car parking space only upon the written consent of the Body Corporate. A full specification of any storage unit must be provided to the Body Corporate prior to its approval being obtained. Approval will only be issued subject to the Member accepting all costs associated with any design checking and alterations required to the Buildings Services

19. FIRE CONTROL

- 19.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:
- (a) 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; or
 - (b) not break the fire regulations by installing unapproved dead locks or peep holes that would void the Body Corporate's insurance policy.
- 19.2 A Member must and must ensure that the Occupier of a Member's Lot complies with fire laws in respect of the Member's Lot.

20. SIGNAGE

- 20.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:
- (a) 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; or
 - (b) not allow the erection of any 'for auction', 'for sale' or 'for lease' boards on the Common Property or their Lot.
 - (c) not use the Lot or any part thereof or the Common Property for the making of any public announcement.

21. BLINDS AND AWNINGS

- 21.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not
- (a) hang any window furnishing visible from outside the Member's Lot unless those window furnishing are as follows:

All Apartments

Living Room

Sunscreen Roller Blinds- The architect specified colour is 3010 Charcoal / Sable from the Lidi Group colour range or equivalent (Samples held by Manager)

Manual chain operated or motorized.

Bedrooms

Sunscreen Roller Blinds – The architect specified colour is 3010 Charcoal / Sable from the Lidi Group colour range or equivalent (Samples held by Manager)

Blackout Roller Blinds – The architect has specified Dark backed to match 3010 Charcoal / Sable, with white or slate front from Lidi Group's Kensington texture range or equivalent (Sample held by Manager).

Manual chain operated or motorized.

- (b) install or permit the installation of any venetian blinds; and
- (c) install or permit the installation of any awnings other than as permitted by the Body Corporate.

22. BALCONY LIGHTS

A Member must and must ensure that the Occupier of a Member's Lot replaces all blown or broken balcony light globes and fittings (where applicable) within twenty-four (24) hours from the time the globe has blown or the fitting has broken.

23. WINDOW TINTING

A Member must not allow any glazed portions of the Member's Lot or the Common Property that surrounds the Member's Lot to be tinted or otherwise treated with the intention to or that change the visual characteristics of the glazing.

24. PAINTING, FINISHING, ETC

A Member must and must ensure that the Occupier of a Member's Lot does not paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot without the permission of the Body Corporate.

25. APPEARANCE OF A LOT INCLUDING BALCONIES, PATIOS, GARDEN AREAS AND OTHER EXTERNAL SURFACES

25.1 A Member must and must ensure that the Occupier of a Member's Lot does not:

- (a) hang or permit to be hung any clothes, objects, articles, lights of any description or any other item on any balcony, patio, terrace, garden area or similar or any landing, stairway or any other part of the Common Property or on any part of the exterior of the Lot so as to be visible from outside the Member's Lot; or
- (b) construct or erect any shed, enclosure or structure of any nature or description on a balcony, patio, terrace, garden area or similar forming part of the Member's Lot without the prior written consent of the Body Corporate and the Body Corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of Freshwater Place or the Building, or if it interferes with the views or use and enjoyment of another Lot); or
- (c) allow any balcony, terrace or garden area which forms part of any Lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other Members and Occupiers occurs; or
- (d) install any flywire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so from the Body Corporate and provided that soil permission complies with the standards established by the Body Corporate and governing authorities; or
- (e) construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Body Corporate.

26. MAIL

A Member must and must ensure that the Occupier of a Member' Lot keeps clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising material or other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should a Member or Occupier of a Member's Lot be absent for any reason for any period of more than seven days. This requirement may be waived upon request made to the Body Corporate in writing not less than seven days prior to the date or dates for which such waiver is required.

27. COMPLIANCE WITH RULES BY TENANTS AND INVITEES

- 27.1 A Member must and must ensure that the Occupier of a Member's Lot does take all reasonable steps to ensure the invitees of the Member or Occupier comply with these rules.
- 27.2 A Member 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 any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.
- 27.3 Any contractor or tradesman engaged by a Member or Occupier may only use the basement lift lobby or other area specifically designated by the Body Corporate for entry and exit. A Member covenants that in the event the Member's Lot is tenanted all standard, additional and house rules are provided to the Occupier at the time of leasing the Lot and at any other time when the rules are amended.

28. COMMON PROPERTY

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) breach any rules and regulations pertaining to the Common Property and not remove any item, equipment or other such things that are and shall remain the property of the Body Corporate from any part of the Common Property for any reason whatsoever;
- (b) enter any building services room or area;
- (c) store or permit to be stored on any part of the Common Property any materials or goods or place any television or wireless aerial or hot water storage tank on the Common Property unless the Body Corporate first consents thereof in writing and then only on the terms and subject to the conditions as specified in that consent;
- (d) reimburse the Body Corporate the cost of cleaning the Common Property or of rectifying any damage to the Common Property caused by the Member, the occupier of the Member's Lot or a visitor or guest of the Member or Occupier;
- (e) not damage any property owned by the Body Corporate;
- (f) use the Common Property or permit it to be used in a manner that is likely to cause damage or deterioration to the Common Property; or
- (g) damage or deface interfere with the use or enjoyment of or obstruct or permit to be damaged or defaced or obstructed any entrance, passage, stairway, lift, entrance, lobby, landing, driveway, pathway or any other part of the Common Property or use the same for any purpose other than the purpose for which they are provided or made available.

29. COMPLIANCE WITH LAWS

- 29.1 A Member must and must ensure that the Occupier of a Member's Lot does, at the Member'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.

- 29.2 A Member must not and must ensure that the Occupier of a Member's Lot does 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 Member or Occupier of a Lot or their representative invitees.

30. ACCESS TO BALCONY

A Member must and must ensure that the Occupier of a Member's Lot does grant to the Body Corporate, its servants and agents, upon the Member or Occupier being given twenty- four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external façade of the Common Property.

31. COMPENSATION TO BODY CORPORATE

A Member must, and must ensure that the Occupier of the Member's Lot, compensates the Body Corporate in respect of any damage to the Common Property or personal property vested in the Body Corporate caused by that Member or Occupier or their respective tenants, licensees or invitees.

32. CONSENT OF BODY CORPORATE

A consent given by the Body Corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Member 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.

33. COMPLAINTS AND APPLICATIONS

Any complaint or application to the Body Corporate must be addressed in writing to the Body Corporate Manager or Manager depending upon the nature of the complaint/application or where there is no Manager, the secretary of the Body Corporate.

34. RECOVERY BY BODY CORPORATE:

- 34.1 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these Rules by any Member or Occupier or their guests, servants, employees, agents, children, invitees or licensees, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Member or Occupier of the Member's Lot at the time when the breach occurred. A person (which expression shall extend to corporations) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the Body Corporate pursuant to the Act or Regulations.

- 34.2 Where levies and any other charges are owed to the Body Corporate after the due date then the Body Corporate will charge interest on the overdue amount (from the due

date designated by the Manager) at a rate of 2% per annum less than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983

35. CONDUCT OF MEETING

The conduct of meetings of the Body Corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

36. BUILDING WORKS

36.1 A Member must not proceed with any works to their Lot until the Member:

- (a) submits to the Body Corporate plans and specifications of any works proposed by the Member 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;
- (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 Building and Freshwater Place, 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, 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 practitioner engaged by the Body Corporate to consider such plans and specifications) by the Member and such approval shall not be effective until such costs have been paid; and
- (d) pays such reasonable costs to the Body Corporate.

36.2 A Member must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:

- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
- (b) the Member must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members.

36.3 A Member must ensure that the Member and the Member's servants agents and contractors undertaking works comply with the proper and reasonable directions of the Body Corporate concerning the method of building operations, means of access, use of the Common Property, 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 Member's 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.

- 36.4 Without limiting the generality of rule 36.3 the Member of a Lot must ensure that the Member and the Member'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; and
 - (b) scaffolding must not be erected on the Common Property or the exterior of the Building; and
 - (c) construction work must comply with all laws of the relevant government agencies; and
 - (d) the exterior and the 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.
- 36.5 Before any of the Member's works commence the Member must:
- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy, referring the Body Corporate as a beneficiary of such insurance to the satisfaction of the Body Corporate; and
 - (b) deliver a copy of the policy and certificate of currency in respect of the insurance policy to the Body Corporate.
- 36.6 Access shall not be available to other Lots or the Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Member of the relevant Lot or of the Body Corporate in the case of the Common Property.
- 36.7 The Member of a Lot shall immediately make good all damage to, and dirtying of, the Building, the Common Property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the Member fails to immediately do so the Body Corporate may in its absolute discretion (or if the Member fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member 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.
- 36.8 Where the Body Corporate or Manager requires access to any Lot or part thereof for access to, repair of, maintenance of or cleaning of any Common Property, such access as required shall not be unreasonably withheld by the Member or Occupier of the relevant Lot..

37. CONSUMPTION OF ALCOHOL

A Member must not and must ensure that an Occupier of the Member's Lot does not:

- (a) consume alcohol in any part of the Common Property;
- (b) consume liquid from a glass container in any part of the Common Property.

unless that they are acting within the requirements of clause 4.1 (m) for the level 10 and level 40 and 40a (if applicable) Common Property areas.

38. SWIMMING POOL AREA (LEVELS 10, 40 and 40a –if applicable)

38.1 The following conditions apply to the use of any swimming pool area within the Common Property which must be observed by the Member or Occupier of a Member's Lot and persons under their control:

- (a) children under 14 years may use the swimming pool only if supervised by an adult;
- (b) glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area;
- (c) alcohol and food are not permitted in the swimming pool area;
- (d) the swimming pool area is for use by residents and no more than two guests at any one time, although guests are to be accompanied by a Member or Occupier of a Member's Lot at all times;
- (e) smoking is not permitted in the swimming pool area;
- (f) all users of the swimming pool must shower first before using the swimming pool;
- (g) running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area;
- (h) hours of use are between 6:00 am and 11:00 pm; use outside these hours is at the discretion of the Manager and Body Corporate and must be arranged in advance
- (i) all users of the swimming pool area must dry off before leaving this area;
- (j) footwear must be worn to and from the swimming pool area;
- (k) a proprietor or occupier of a lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times. (i.e. nude bathing is not permitted);
- (l) all users of the swimming pool area do so at their own risk.
- (m) each and every user of the pool must conduct themselves in a safe and proper manner and in accordance with any directions in respect of the use of the facility.

39. GYMNASIUM

The following conditions apply to the use of any gymnasium within the Common Property which must be observed by the Member or Occupier of a Member's Lot and persons under their control:

- (a) children under the age of 14 years are not permitted to use the gymnasium unless they are inducted (refer (i) below) and supervised at all times by an adult who has also been inducted;

- (b) glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
- (c) the gymnasium is for use by residents only;
- (d) alcohol and food are not allowed in the gymnasium;
- (e) smoking is not permitted in the gymnasium;
- (f) all users of the gymnasium must carry a towel at all times;
- (g) hours of use are between 6:00am and 11:00pm; use outside these hours is at the discretion of the Manager and Body Corporate and must be arranged in advance.
- (h) suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times;
- (i) users of the gymnasium must be professionally instructed in the use of equipment (inducted) prior to the Body Corporate granting access to the gymnasium area; Inductions must be arranged through the Manager;
- (j) all users of the gymnasium do so at their own risk;
- (k) no music is allowed in the gymnasium except with the consent of the Building Manager. (Note: FM radio and audio for TVs located within the gymnasium are transmitted on a local FM frequency within the gymnasium and can be received on walkman or equivalent personnel radio receivers); and
- (l) each and every user of the gymnasium must conduct themselves in a safe and proper manner and in accordance with any directions in respect of use of equipment and the facility in general. The Body Corporate insurance will not cover an uninducted user. If a Member or Occupier of a Member's Lot invites an uninducted person to use the gymnasium then any insurance claims arising as a result will be subrogated (in full or in part) to that Member or Occupier.

40. USE OF BUSINESS, ENTERTAINING AND RECREATIONAL FACILITIES (OTHER THAN POOL & GYMNASIUM) ON LEVELS 10, 40 & 40A (if applicable)

- 40.1 Rules governing the use of these facilities will be determined from time to time by the Committee of Management of the Body Corporate otherwise the following applies:
- (a) use of any facility will be required to be reserved with Building Management prior to use;
 - (b) hours of use are between 6.00am and 11.00 pm. however Building Management and/or Committee of Management may at their discretion alter these times;
 - (c) a charge for use may apply;
 - (d) a bond may be required to be paid when using the kitchen, business and lounge facilities; and

- (e) users are required to ensure that the facilities are left in a neat and tidy condition and any costs incurred by the Body Corporate to clean these facilities will be deducted from the bond.

41. CONDUCT OF MEETING

- 41.1 The conduct of meetings of the Body Corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) (Interim) Regulations 2000.

42. SITE MANAGEMENT AGREEMENT

- 42.1 Each Member acknowledges the existence of the Freshwater Place Site Management Agreement (a copy of which is available at the offices of the Body Corporate) and the Freshwater Place Site Management Agreement is in existence for the better management and operation of Freshwater Place.

- 42.2 Without limiting any other rules, each Member must:

- (a) comply with all decisions and directions of the Management Committee constituted under the Freshwater Place Site Management Agreement;
- (b) not do anything inconsistent with the Freshwater Place Site Management Agreement; and
- (c) act in good faith and reasonably in relation to all other Members including, without limitation, in relation to works (including, without limitation, repair, maintenance and redevelopment) and easements;
- (d) not object to works (including, without limitation, repair maintenance and redevelopment) being undertaken by or on behalf of any other Member or Occupier of any Lot provided that the Member or Occupier uses reasonable endeavours to minimise disruption to the use and enjoyment of the Member's Lot; and
- (e) consent to and sign any forms, applications and other items relevant to a Member:
 - (i) doing works (including, without limitation, repair, maintenance and redevelopment); or
 - (ii) applying for approvals permits, consents or similar items (including, without limitation, planning permits and building permits),

provided that the Member undertaking the works uses reasonable endeavours to minimise disruption to the use and enjoyment of the Member's Lot.

- 42.3 A Member or Occupier of a Lot may not bring any action or make any claim or objection against any party in relation to noise, construction, development, activity, events or performances occurring in Freshwater Place.
- 42.4 To the extent permitted by law, a Member must exercise its voting rights in a manner which is consistent with these rules.

43. SPECIAL RULES FOR THE DEVELOPER:

Definitions

43.1 In the Rule:-

“Developer” means Australand Holdings Limited or any subsidiary or related corporation of Australand Holdings Limited.

“Developer’s Mortgagee” means any person or corporation who has taken from the Developer a mortgage or charge over any Lot and each of the successor’s in title to those persons or corporations.

Special Rights for the Developer

43.2 Nothing in these Rules will prevent or hinder the Developer from completing construction or improvements being the lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:-

- (a) use any Lot as a display Lot to assist in the marketing and sale of other Lots;
- (b) place anywhere on the Common Property signs and other materials relating to sale of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots; and
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works.

Members Consent

43.3 Every Member hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Member.

Body Corporate’s obligations

43.4 The Body Corporate must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the Lots and Common Property by the Developer and sale by the Developer of Lots and without limitation the Body Corporate must for those purposes sign all necessary consents to permits required by the Developer and must close off from access by Members and Occupiers to parts of the Common Property when it is necessary to do so.