

**ADDITIONAL RULES OF
OWNERS CORPORATION NO.2 PS548192G
279 WELLINGTON PARADE, EAST MELBOURNE VIC 3002**

These Additional Rules are supplementary to the Model Rules.

1. INTERPRETATION

1.1 In these rules:

- (a) Act means the *Owners Corporations Act* 2006 (Vic);
- (b) "the Building" means the building located at 279 Wellington Parade, East Melbourne in the State of Victoria;
- (c) "Common Property" means Common Property 2 on the Plan;
- (d) "Electric Vehicles" means electric or battery powered scooter, bike, hoverboard, Segway, unicycle, or other transportation device.
- (e) "Lot" means a lot on the Plan;
- (f) "Member" means a person or company, inclusive of the directors of that company that own a Lot;
- (g) "Manager" means the Company for the time being appointed by the Owners Corporation as its Manager and a reference in these rules to the Owners Corporation shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires;
- (h) "Occupier" means a person that resides in a Lot;
- (i) "Owners Corporation" means Owners Corporation No.2 PS548192G;
- (j) "Plan" means Plan of Subdivision PS548192G;
- (k) 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.

2. SUPPORT AND PROVISION OF SERVICES

- 2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member or Occupier must not do anything

or permit anything to be done on or in relation to that lot or the Common Property so that:

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

3. BEHAVIOUR BY MEMBERS AND OCCUPIERS

3.1 A Member or Occupier must not:

- (a) create any type of 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.
- (b) obstruct the lawful use of Common Property by any person that is entitled to use the Common Property.
- (c) without limiting the generality of the foregoing, use hammers, hammer drills or jack hammers in a lot between Monday and Friday before 8am or after 7pm. Weekends and public holidays before 10am or after 2pm.
- (d) make or permit to be made noise from music or trade like machinery that can be unreasonably heard from outside the Member or Occupier's Lot.
- (e) leave unattended on the Common Property any bicycle, pram, shopping trolley or other item whatsoever.
- (f) ride bicycles, skateboards, roller blades or similar items on the Common Property.

3.2 A Member or Occupier when on Common Property must be adequately clothed and must not cause any of the like of indecent exposure whilst on Common Property.

3.3 A Member or Occupier must not smoke, or vape, nor allow persons under his or her control to smoke or vape on the Common Property.

3.4 A Member or Occupier must not dispose nor permit persons under his or her control to dispose of cigarette butts, cigarette ash or any other materials onto Common Property.

3.5 A Member or Occupier must not use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere

with another Member or Occupier's use and enjoyment of a Lot or the Common Property.

4. CLEANING OF A LOT

A Member or Occupier must ensure its car parking space(s) is free of oil, petrol and like substances leaving stains on the lot.

5. DAMAGE TO COMMON PROPERTY

- 5.1 A Member or Occupier must not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property.
- 5.2 A Member or Occupier must not damage, destroy, remove or alter any part of gardens situated on the Common Property inclusive of the grass, flowers, shrubs and or trees.
- 5.3 A Member or Occupier must not affix or erect any sign on Common Property.
- 5.4 A Member or Occupier must not breach the fire regulations by installing unapproved dead locks or peep holes that may void the Owners Corporation's insurance policy or result in the insurance premium being increased, or interfere with and or cause a failure of the fire rating of any smoke or fire door installed in the building, including entry doors to the Lots.
- 5.5 A Member or Occupier must notify the Owners Corporation when he, she or it becomes aware of any damage to the Common Property.

6. MOVING OF CERTAIN ARTICLE

- 6.1 A Member or Occupier must not move any article of furniture or any other article likely to cause damage or obstruction through Common Property without first notifying the Owners Corporation in sufficient time to enable a representative of the Owners Corporation to be present and to be able to install the appropriate lift, lobby and carpet protection.
- 6.2 A Member or Occupier may only move an article of furniture or any other article likely to cause damage or obstruction through Common Property upon receipt of prior written approval of the Owners Corporation.

7. INTERFERENCE WITH COMMON PROPERTY

- 7.1 A Member or Occupier must not, without the prior written consent of the Owners

Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must only use those articles for their intended use.

- 7.2 A Member or Occupier must not, without the written authority of the Owners Corporation, interfere with the operation of any services, plant and or equipment owned by the Owners Corporation installed on or within the Common Property.
- 7.3 A Member or Occupier must not install nor permit the installation of covering to any storage areas forming part of the Lot other than as permitted and or approved by the Owners Corporation.

8. SECURITY OF COMMON PROPERTY

A Member or Occupier must not do anything which may prejudice the security or safety of the Common Property.

9. GARBAGE

A Member or Occupier must not deposit or throw garbage or litter onto the Common Property except into a receptacle or area specifically provided for that purpose.

10. STORAGE OF FLAMMABLE LIQUIDS

Except with the written consent of the Owners Corporation, a Member or Occupier must not use or store in a lot or on Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material kept in a quantity that is intended to be used for domestic purposes.

11. CHARGING OF ELECTRIC VEHICLES

- 11.1 Electric powered motor vehicles may only be parked by a Member or Occupier in the car space allocated to their Lot.
- 11.2 Electric powered motor vehicles may not be charged on the Common Property.
- 11.3 Should a Member or Occupier seek to install an electric charger in their car space, the Member or Occupier must obtain the prior written approval of the Owners Corporation to do so, which as a part of the process to seek approval requires the Member or Occupier to:
- (a) provide to the Owners Corporation all relevant and pertinent details and specifications of the electric charger that the Member or Occupier seeks

to install, including advice and statements on how the electric charger will impact the existing electrical infrastructure for the building as well as how power used will be paid for separate from the Owners Corporation's liability for such.

- (b) will comply with all fire and safety related conditions that may reasonably be required by the Owners Corporation and or its insurer. The cost of complying with the requirements, including any increased insurance premium shall be borne by the Member or Occupier.
- (c) will pay the Owners Corporation's costs incurred in considering the request and receiving advice on such inclusive of consultants, engineers and legal advisors.

11.4 Should the Owners Corporation determine that the installation of the electric charger within the car space for a Lot:

- (a) will have an adverse effect on the insurance policy for the Owners Corporation; or
- (b) may unreasonably interfere with the existing electrical and power infrastructure for the building; or
- (c) may cause the Owners Corporation to incur expenses that it otherwise would not incur save for the installation of the electric charger; or
- (d) will not be separately metered from the power supply of the Owners Corporation;

then the Owners Corporation may deny a request to install an electric charger in the car space of a Lot.

12. PETS AND ANIMALS

12.1 A Member and or Occupier of a Lot may not keep or permit any animal of his or hers to use the Common Property after being given 14 days written notice by the Owners Corporation to remove his or her animal after the Owners Corporation has resolved that the animal is causing a nuisance and or a danger to persons entitled to use the Common Property.

12.2 A Member or Occupier must ensure that any animal in his or her control does not urinate or defecate on Common Property.

12.3 Should an animal defecate on Common Property, the Member or Occupier must clean up after their animal immediately and should the Member or Occupier of

the Lot fail to clean up after their animal then the Owners Corporation may arrange for the Common Property to be cleaned at the Member or Occupier's cost.

- 12.4 A member or occupier of Lot must ensure no animals in their possession are allowed in the pool or gym area.

13. Gym

- 13.1 A Member or Occupier when using the gym must ensure that:

- a) Only residents are permitted to use the gym;
- b) Children under 16 years old must be supervised by an adult while in the gym;
- c) Appropriate dry clothing and enclosed footwear are worn while using the gym facilities;
- d) Personal trainers are not permitted to conduct training sessions in the gym unless prior approval has been obtained from the Owners Corporation;
- e) The gym may only be used between the hours 6.00am to 10.00pm.

14. Swimming Pool

- 14.1 A Member or Occupier using the swimming pool in the Building must ensure that:

- a) The swimming pool is used by residents only;
- b) Alcohol and food are not permitted within the swimming pool area;
- c) Glass is not permitted within the swimming pool area;
- d) Smoking and the use of vaping devices are not permitted within the swimming pool area;
- e) Children are supervised by a responsible adult at all times;
- f) Jumping, diving, running is not permitted in or around the swimming pool;
- g) Appropriate swimwear attire must be worn while using the swimming pool.
- h) The hours of the swimming pool are 6.00am to 10.00pm.

13. CONSENT OF OWNERS CORPORATION

A consent given by the Owners Corporation 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 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.

14. COMPLAINTS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

15. VEHICLES AND CAR PARKING SPACES

- 15.1 A Member or Occupier must not park or leave a vehicle or permit a vehicle to be parked or left on the Common Property to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purposes by the Owners Corporation.
- 15.2 A Member or Occupier must not park or permit to be parked any vehicle, trailer or motor-cycle in parking spaces that is not allocated to their own Lot.
- 15.3 Subject to Additional Rule 15.4, a Member or Occupier may only store materials, boxes or other substances in the parking space for their own Lot provided they are neatly stored and do not occupy more than 10% of the parking space area and prevent the car space from being parked in by a vehicle without the vehicle over-hanging into the common property airspace adjacent.
- 15.4 A Member or Occupier must not store in its car space any goods of a perishable nature that would cause a health or safety concern to another Occupier.

16. STORAGE OF BICYCLES

A Member or Occupier must not leave any bicycle unattended on the foyer, stairwells, hallways, walkways, or other parts of the Common Property as these are areas of the building that are designated as non-bicycle zones.

17. SIGNS AND BLINDS

A Member or Occupier must not erect or affix any sign or notice on or to the exterior of that Lot or any part of the common Property, except as required by law or as permitted by the Owners Corporation.

18. APPEARANCE OF A LOT

A Member or Occupier must not, without the prior written consent of the Owners Corporation:

- (a) maintain inside a Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the external appearance of the building; or
- (b) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot.
- (c) install any fixture or fitting to or within the balcony of a lot that materially alters the external appearance of the Lot.

19. CLOTHES DRYING

A Member or Occupier must not place or have any washing towel, bedding clothing or other article on the Common Property or any part of the Lot which is visible from the exterior of the building.

20. COMPLIANCE WITH RULES BY INVITEES

A Member or Occupier must take all reasonable steps to ensure that invitees of the Member or Occupier comply with the Owners Corporation rules.

21. COMPLIANCE WITH LAWS

A Member or Occupier must at the Member's or Occupier's own expense promptly comply with all laws relating to the Lot including, any requirements, notices and orders of any governmental authority or Owners Corporation insurer.

22. BUILDING WORKS

22.1 The Member or Occupier must not proceed with any building works which effect the effect the external appearance of the lot or could adversely affect another lot or common property unless:

- (a) the Owners Corporation has provided prior written consent to the subject building works, which may include terms and conditions to be complied with as a part of undertaking the building works; and
- (b) all requisite permits, approvals and consents under all relevant laws have been obtained and copies of them have been given to the Owners Corporation.

22.2 For the Owners Corporation to consider a request to undertake building works the Member or Occupier must submit to the Owners Corporation plans and specifications of any building works proposed by the Member or Occupier, which

may affect the external appearance of the building, any part of the Common Property, the building structure, services the fire or acoustic ratings of the building.

22.3 The Member or Occupier must ensure that the Member or Occupier and the Member 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 always be maintained in a clean tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into or parked on the Common Property.

22.4 Before any of the Member or Occupier's works commence the Member 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 Owners Corporation; and
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

22.5 The Member or Occupier must forthwith make good any damage resulting from such works or, if the Owners Corporation elects to make good any such damage itself, reimburse to the Owners Corporation the cost of making good any such damage.

23. SELLING AND LEASING

The Member or Occupier must not affix or allow to be affixed any for sale or for lease boards on the Common Property or any Lot.

24. MEMBERS / OCCUPIERS MOVING IN OR VACATING

24.1 Occupiers moving furniture in or out at any time must not:

- (a) permit any furniture or items to access or exit the building other than via the designated route by the Manager;
- (b) permit any vehicles to restrict access to the car parking area;
- (c) conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes;
- (d) place any furniture or items in a lift other than that specified by the Manager and, in any event, not until protective covers have been placed in the lift or provided by the Manager;
- (e) permit any furniture or other items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door; and
- (f) damage the Common Property.

25. PROHBITING SHORT STAY

No lot may be used for short stay accommodation unless the lot is contemporaneously being used as the Owner or Occupier's primary residence and that person remains residing in the lot whilst the short stay occupant stays in the lot.