

**CONSOLIDATED RULES OF
OWNERS CORPORATION 2 NO. PS612409C**

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1. Preface

This document comprises the rules of Owners Corporation No.2 on Plan of Subdivision No.612409C ("the Owners Corporation") as approved by a special resolution of the Owners Corporation pursuant to section 138 of the Owners Corporations Act 2006 (Vic) ("Act").

These rules may not provide for a matter which is provided for in the model rules prescribed from time to time pursuant to section 139 of the Act. If this is the case, then these rules will be deemed to include the provisions of the model rules relating to that matter.

These rules have been tailored to address the particular requirements of the Owners Corporation and Triptych and may be varied by a special resolution of the Owners Corporation. Under the Act, these rules are binding on:

- the Owners Corporation;
- an owner of a lot within Triptych;
- any tenant or sub-tenant of a lot within Triptych; and
- any other occupier of a lot within Triptych.

At all and any places in these rules where it refers to the Owners Corporation it may also mean the committee of management or the manager of the Owners Corporation which has been duly appointed and delegated powers and duties of the Owner Corporation under the Act.

2. Interpretation

2.1. Definitions

In these rules:

Act means the *Owners Corporation Act 2006 (Vic)*.

Common Property means any property described as “Common Property” on the Plan of Subdivision (as applicable).

Lot means a Lot on the Plan of Subdivision which is subject to the Owners Corporation.

Manager means the Company or person for the time being appointed by the Owners Corporation as the Manager or the Managing Agent 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.

Member means each owner of a Lot.

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.

Owners Corporation means Owners Corporation No.2 on the Plan of Subdivision.

Plan of Subdivision means Plan of Subdivision No: 612409C.

Regulations means any regulations in force under the Act.

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.

Short-Stay Apartment Accommodation means a lot provided under a short-stay accommodation arrangement.

Short-Stay Accommodation Arrangement has the meaning as defined in the *Owners Corporations Act 2006 (Vic)* (as amended from time to time).

Short-Stay Occupant means a person who occupies a lot or part of a lot under a short –stay accommodation arrangement.

Short-Stay Provider means the owner of a lot or part of a lot that is leased or licensed by the owner to a person under a short-stay accommodation arrangement; or a lessee or sublessee of the owner of a lot or part of a lot that is leased or licensed by the lessee or sublessee to a person under a short-stay accommodation arrangement, or an agent provider.

Triptych means the residential apartment building constructed on all of the land comprised in the Plan of Subdivision and known as Triptych, 8-10 Kavanagh Street, Southbank

2.2. Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words imparting the singular include the plural and vice versa;
- (c) an expression imparting a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority;
- (d) references to any gender include the others, and
- (e) a reference to a thing includes part of that thing.

2.3. Rules binding on occupiers

Any obligation imposed on a Member under these rules apply and bind any Occupier of the Member's Lot as if each reference in the rules to the Member was deemed to be a reference to the Occupier of the Member's Lot

Nothing in this rule 2.3 diminishes the obligations of a Member to ensure that the Occupier of its Lot complies with these rules.

3. Consents

- (a) Wherever consent is required for the doing of an act or thing, then:
 - (i) such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld; and
 - (ii) 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 by the giving of the relevant consent.
- (b) All consents under these rules must be provided in writing.
- (c) A consent given by the Owners Corporation 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.

4. Use of Lots and Common Property and Behaviour of Members and Occupiers

4.1. General

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 Owners Corporation and all such use shall be in a thoughtful manner and with due and proper care and in accordance with these rules; or
- (e) use or occupy any Lot or Lots in a manner that would contravene any planning regulations 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 'Triptych 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 or the Common Property between the hours of 3.00pm and 9.00am 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; or
- (k) smoke in the stairwells, lifts, foyers, atriums and car park forming part of the Common Property or such other parts of the Common Property as the Owners Corporation 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 Property including the car parking areas, driveways and access pathways; or.
- (m) 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's tenant, guest, visitor or similar; or

- (n) 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 Owners Corporation.

4.2. Behaviour causing offence of embarrassment

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. Repair and maintenance

A Member must and must ensure that the Occupier of the Member's Lot keeps all services (including air conditioning and security systems) which serve exclusively the Member's Lot, properly maintained and in good repair.

4.4. Support & Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, 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:

- (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.

4.5. Safes

Unless provided by the Developer or otherwise installed in the Lot when acquired by a Member, 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 Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect of the proposed installation.

4.6. 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.

5. Positive obligations of a 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 in the exclusive use of the Member or the Occupant of the 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 Owners Corporation or building caretaker or Manager any accidents to or failure of any services which affects the use and enjoyment of such services by Members and Occupiers or 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 these rules, the Act and the Regulations or such other replacement Regulations that are in force from time to time;
- (f) use the lifts in Triptych 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 his/her lessee or tenant (if applicable);
- (g) except for entry or egress in accordance with the security arrangements of Triptych, accompany the Member's visitors whilst they are in Triptych or using the Common Property or ensure that they are so accompanied by the Member's lessee or tenant (if applicable);
- (h) only use the Common Property in such hours as the Owners Corporation 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 Triptych (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. Behaviour of Invitees

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 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 Owners Corporation 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) enter Common Property without the consent or approval (actual or implied) of such Member or Occupier; or
- (d) use main entrance foyer to Triptych other than to gain access or exit to Triptych.

7. Cleaning of a Lot including windows

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 (are) free of oil and similar substances. The Owners Corporation 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 Owners Corporation 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 uncleanliness that detracts or affects the exterior appearance of the Lot or Triptych.

8. Damage to Common Property

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 Owners Corporation property located on, in or attached to the Common Property provided further that if the Owners Corporation expends money to make good damage caused by any Member or Occupier of any of the Lots, the Owners Corporation 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 Owners Corporation within 24 hours of any damage to property which may be subject of a claim against Owners Corporation'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 Owners Corporation 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 Owners Corporation 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 Owners Corporation; 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 Triptych'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 Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the Member or Occupier; 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. General

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 Owners Corporation or its Manager giving at least 72 hours notice to enable a representative of the Owners Corporation 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 Triptych 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 is at or on the premises to accept and arrange for same at each Member or Occupier's sole cost and liability.

Without limiting the generality of the foregoing rules:

- (e) a Member may and must ensure that 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 Owners Corporation; and
- (f) any movement of articles under rule 9.1(a) must be in accordance with the directions of the Owners Corporation, the Manager or Manager's representative.

9.2. Notice

A Member or Occupier must give at least 72 hours notice to the Owners Corporation 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 these items must be done in a manner and at the time directed by the representative of the Owners Corporation 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

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 Owners Corporation 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 Owners Corporation 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 Owners Corporation use the lifts for delivery or removal of goods; or
- (g) without the consent of the Owners Corporation 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 Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation.

11. Vertical Villages

11.1. Acknowledgements

Each Member and Occupant acknowledges that:

- (a) the residential component of Triptych has been divided into 8 segments ("Vertical Village"), each comprising an internal atrium space and associated indoor landscaping together with the apartments which adjoin these areas;
- (b) the atriums and landscaped areas described in paragraph (a) comprise Common Property and the use and enjoyment of these areas will be regulated by these Rules; and
- (c) the Owners Corporation will secure Triptych in a manner whereby the electronic security device provided to a Member or a Occupant will not permit access to the Common Property within a Vertical Village unless the relevant Member's or Occupant's Lot is comprised in that Vertical Village.

11.2. Functions

A Member or Occupant will not conduct any function, party or other gathering or consume alcohol on the Common Property within a Vertical Village without the prior consent of the Owners Corporation.

The Owners Corporation may, in its discretion, decline to provide its consent to a function, party or other gathering on the Common Property within a Vertical Village if, without limitation, a Member or Occupant's Lot does not form part of the particular Vertical Village in which the function or party is proposed to be held.

A Member or Occupier who has been given the consent of the Owners Corporation to conduct a function, party or other gathering (function) must:

- (a) ensure that the Common Property within a Vertical Village which has been allocated for the function is left in an 'as found' state;
- (b) ensure that the function does not go beyond the time determined by the Owners Corporation;
- (c) ensure that the function does not adversely impact on other Occupiers (including that there is no adverse noise emitted from the function after 10.00pm);
- (d) ensure that the Common Property within a Vertical Village is vacated in a quiet and orderly manner;
- (e) reimburse the Owners Corporation for all costs that the Owners Corporation incurs in making good any damage or attending to any cleaning that is as a direct result of the holding of the function; and
- (f) complete a 'Function Booking Form' (available from the Manager) which, among other things, indemnifies the Owners Corporation against damage, cost of cleaning and similar.

11.3. No anti-social behaviour

Without limiting clause 11.2 or any other provision of these Rules, a Member or Occupant must not engage in anti-social behaviour on the Common Property within a Vertical Village.

12. Interference with Common Property

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 Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation 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 Owners Corporation 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 Owners Corporation; or
- (d) install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the Owners Corporation.

13. Security of Common Property

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;
- (b) allow persons to follow them through the security doors to Triptych;
- (c) leave or prop open or permit to remain open any outside doors providing access to Triptych; or
- (d) compromise the security of Triptych, A Member must and must ensure the Occupier of a Member's Lot keeps the Owners Corporation informed of any damage, forced entry or other act to maintain the integrity of Triptych.

14. Restricted Use of Common Property

The Owners Corporation may take measures to ensure the security and to preserve the safety of, the Common Property and the Lots affected by the Owners Corporation 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
- (b) restrict the access to or use by Members or Occupiers of any part of the Common Property;
- (c) 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;
- (d) restrict by means of a key or other security device the access of Members or Occupiers; or
- (e) 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.

15. Security Keys

- (a) If the Owners Corporation restricts the access of the Members and Occupiers under rule 13, the Owners Corporation may make the number of Security Keys as it determines available to Members free of charge.
- (b) The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member.
- (c) 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 Owners Corporation.
- (d) A Member must not and must ensure that the Occupier of a Member's Lot does not, without the Owners Corporation'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 Owners Corporation.

- (e) A Member must and must ensure that the Occupier of a Member's Lot does promptly notify the Owners Corporation if a security key issued to him is lost or destroyed.
- (f) If a Security Key affording access to Triptych and issued by the Owners Corporation in respect of a Lot is lost, then the Member or Occupier:
 - (i) forfeits any security deposit paid to the Owners Corporation; and
 - (ii) must also reimburse the Owners Corporation any necessary cost of maintaining security including the cost of changing locks and providing new Security Keys for all Lots.

16. Rubbish

- (a) A Member must and 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.
- (b) A Member must and must ensure that the Occupier of a Member's Lot disposes of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (i) glass items must be completely drained, cleaned and deposited in unbroken condition in the containers provided in the garbage chute room of each level or other area as designated for such items by the Owners Corporation;
 - (ii) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation 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 Owners Corporation;
 - (iii) general kitchen garbage must be drained and securely wrapped in small parcels contained in proprietary rubbish bags (not shopping bags) and then deposited in the garbage chutes located within the garbage chute rooms on each floor of Triptych;
 - (iv) 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 Owners Corporation, Manager or representative of the Manager;
 - (v) 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 Owners Corporation as separate collection receptacles for items of this nature;

- (vi) 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; and
- (vii) 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 Triptych facilities.

17. Pets and Animals

- (a) A Member must not and must ensure that the Occupier of a Member's Lot does not:
 - (i) keep any animal upon a Lot or the Common Property after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance; or
 - (ii) fail to clean up after any animal debris or make good damage to any Common Property; or
 - (iii) allow any animal belonging to them to urinate or defecate on Common Property, internal courtyards, private balconies, patios or garden areas.
- (b) On entering or leaving Triptych and/or whilst on Common Property pets and animals must be either leashed, carried or appropriately restrained at all times.
- (c) When entering or leaving Triptych with an animal a Member or Occupier must, at all times, use the ground floor rear pedestrian gate leading onto Fawkner Street.

18. Vehicles, driveway and car park areas

- (a) A Member must not, and must ensure that the Occupier of a Member's Lot does not: drive or operate any motor vehicle or motor cycle on any internal road surface in excess of 5 kmph; 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 Owners Corporation; or
- (c) 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
- (d) 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 Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles; or

- (e) 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 Owners Corporation for the cost of cleaning and removing any oil stains to the garage or other part of the Common Property; or
- (f) damage deface or obstruct entrances, passages, stairways, lifts, landings, driveways or pathways or to any other part of the Common Property and ensure 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
- (g) 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 or Occupier's respective Lot; or
- (h) interfere with the operation, function or control of the electronic automatic doors and gates; or
- (i) wash any vehicle in any area or car parking space or any Common Property; or
- (j) bring into the car park area vehicles that are heavily soiled; or
- (k) allow structures including storage cupboards to be erected within the car parking Lots without the written consent of the Owners Corporation. A full specification of any storage unit must be provided to the Owners Corporation 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 Triptych's services. No flammable liquids may be stored within the car parking area; or
- (l) allow children to play in the Common Property, car parking areas or other areas of possible danger or hazard; or
- (m) allow heavy vehicles on the Common Property without first determining the maximum load bearing weight for the Common Property in question; or
- (n) use fire escape stairwells other than for emergency purposes only.

19. Storage

- (a) A Member must not, and must ensure that the Occupier of a Member's Lot does not:
 - (i) permit any bicycle to be stored other than in the apartment forming part of the Member's Lot including without limitation in any part of the Common Property;
 - (ii) 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 Owners Corporation or its Manager from time to time; or
 - (iii) bring any bicycle through any foyer, stairwell, lift or other part of the Common Property unless it is carried.

- (b) A Member must seek the written consent of the Owners Corporation before affixing a bicycle rack to the wall that adjoins the car space owned by the Member. A full specification of any storage unit must be provided to the Owners Corporation 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 Triptych's Services.

20. Fire Control

- (a) A Member must not, and must ensure that the Occupier of a Member's Lot does not:
 - (iv) 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
 - (v) not break the fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation's insurance policy.
- (b) A Member must and must ensure that the Occupier of a Member's Lot does comply with fire laws in respect of the Lot.
- (c) In the event that a Member or Occupier of a Lot causes a false fire alarm to occur and a charge is made by the MFB for attending then that charge will be fully recoverable from that Resident.

21. Signage

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
- (d) allow the erection of any for sale or for lease boards on the Common Property or their Lot.
- (e) use the Lot or any part thereof or the Common Property for the making of any public announcement.

22. Blinds and awnings

A Member must not, and must ensure that the Occupier of a Member's Lot does not hang any window furnishing visible from outside the Lot unless installed by the Developer or otherwise permitted by the Owners Corporation.

A Member or Occupier must not install or permit the installation of any awnings other than as permitted by the Owners Corporation.

A Member or Occupier must not install window furnishings which are of a plantation, venetian or vertical blind style.

A Member or Occupier must at all times ensure that the 'backing' (being that part of the window furnishing which is visible from outside the Lot) of the window furnishing is of a light colour.

23. 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 24 hours from the time the globe has blown or the fitting has broken.

24. Window Tinting

- 24.1 A Member must not allow any portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to or that change the visual characteristics of the glazing save for the Lots in Plan of Subdivision PC 612409C with north facing windows overlooking Fawcner Street, Southbank 3006 namely Lot numbers:

606, 607, 608, 609, 706, 707, 806, 807, 808, 809, 906, 907, 908, 909, 1006, 1007, 1106, 1107, 1108, 1109, 1206, 1207, 1208, 1209, 1306, 1307, 1308, 1309, 1404, 1405, 1406, 1407, 1506, 1507, 1508, 1509, 1604, 1605, 1704, 1705, 1706, 1707, 1803, 1805, 1806, 1807, 1904, 1905, 2003, 2005, 2006, 2007, 2104, 2105, 2106, 2107, 2203, 2205, 2303, 2305, 2306, 2307, 2403, 2405, 2504, 2505, 2604, 2605, 2704, 2705, 2803, 2805, 2902, 2903.

- 24.2 A Member of a Lot referred to in subclause 19.1 may make an application to the Owners Corporation to tint or treat any of all the north facing windows of the Lot overlooking Fawcner Street, Southbank 3006.

- 24.3 The Committee of the Owners Corporation has the authority to approve an application referred to in Subclause 19.2 but must ensure that the window treatment is consistent in external appearance with existing treated windows (if any).

- 24.4 In the event that the application referred to subclause 19.2 is the first of this type then the Committee must then determine or have determined the preferred window treatment which will then become the standard treatment for any subsequent application. In making the determination the Committee will consult an architect for advice on the preferred window treatment.

25. Painting, finishing and decorating

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 Owners Corporation.

26. Appearance of a Lot

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 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 Lot without the prior written consent of the Owners Corporation and the Owners Corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of Triptych, 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 Owners Corporation and provided that such permission complies with the standards established by the Owners Corporation 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 Owners Corporation.

27. Mail

A Member must and must ensure that the Occupier of a Member's Lot does keep 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 7 days. This requirement may be waived upon request made to the Owners Corporation in writing not less than seven days prior to the date or dates for which such waiver is required.

28. Compliance with rules by tenants and invitees

- (a) 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.
- (b) 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.
- (c) Any contractor or tradesman engaged by a Member or Occupier may only use the basement lift lobby or other area specifically designated by the Owners Corporation for entry and exit. A Member of a Lot covenants that in the event the Lot is tenanted all standard, additional and house rules are provided to the tenant at the time of leasing the Lot and at any other time when the rules are amended.

29. 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 Owners Corporation from any part of the Common Property for any reason whatsoever;
- (b) enter any building services room or area;
- (c) place, 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 Owners Corporation first consents thereto in writing and then only on the terms and subject to the conditions as specified in that consent;
- (d) damage any property owned by the Owners Corporation;
- (e) 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
- (f) 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 available.

A Member must and must ensure that the Occupier of a Member's Lot reimburses the Owners Corporation 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;

30. Compliance with Laws

- (a) 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.
- (b) 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 respective invitees.

31. Access to Balcony

A Member must and must ensure that the Occupier of a Member's Lot does grant to the Owners Corporation, its servants and agents, upon the Member or Occupier being given 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 facade of the Common Property.

32. Compensation to Owners Corporation

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

33. Complaints and Applications

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager or the committee of the Owners Corporation.

34. Recovery by Owners Corporation

- (a) Where the Owners Corporation 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 Owners Corporation 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 Owners Corporation's costs and expenses (including legal costs on a solicitor and own client basis) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the Owners Corporation pursuant to the Act or Regulations .
- (b) Where levies and any other charges are owed to the Owners Corporation after the due date then the Owners Corporation will charge interest on the overdue amount (from the due date designated by the Manager) the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983*.

35. Building Works

35.1. Before any proposed works proceed

A Member or Occupier of a Member's Lot must not proceed with any proposed works until the Member:

- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Member which affect the external appearance of Triptych or any of the Common Property, or which affect Triptych structure or services or the fire or acoustic ratings of any component of Triptych;
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of Triptych, do not endanger Triptych and are compatible with the overall services to Triptych and the individual floors;
- (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the

condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation 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 Owners Corporation as may be incurred by the Owners Corporation in order to be satisfied that the building works do conform to relevant Australian Building Standards.

35.2. Requirements for Works

A Member or Occupier of a Member's Lot 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 or Occupier of a Member's Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Members.

35.3. Compliance with Owners Corporation's Directions

- (a) The Member or Occupier of a Member's Lot must ensure that the Member and the Member's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation 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 Triptych entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation 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.
- (b) Without limiting the generality of paragraph (a) above, the Member or Occupier of a Member's 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:
 - (i) scaffolding must not be erected on the Common Property or the exterior of Triptych; and
 - (ii) construction work must comply with all laws of the relevant government agencies; and
 - (iii) the exterior and the Common Property of Triptych must at all times be maintained in a clean tidy and safe state; and

- (iv) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.

35.4. Insurance

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, reflecting that the Owners Corporation is the interested third party, 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.

35.5. Access

- (a) Access shall not be available to other Lots on the Plan of Subdivision 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 Owners Corporation in the case of the Common Property.
- (b) Where the Owners Corporation 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.

35.6. Damage to be made good

The Member of a Lot shall immediately make good all damage to, and dirtying of, Triptych, 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 Owners Corporation 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 Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

36. Housekeeping Rules

The Owners Corporation will from time to time make and update rules which govern the day to day running and management of Triptych. These housekeeping rules will complement these Rules which are registered with the Plan of Subdivision and unless they are considered unreasonable, overbearing or discriminatory and will be used by the Owners Corporation for the benefit of all other Occupiers of Triptych.

37. Swimming Pool Area

The following conditions apply to the use of the swimming pool area 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 resident 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 6:00am and 11 :00pm; use outside these hours is at the discretion of the Manager and Owners Corporation 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 Member 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. (Nude bathing is not permitted);
- (l) all users of the swimming pool area do so at their own risk; or
- (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 to the user of this facility.

38. Gymnasium

The following conditions apply to the use of the gymnasium 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 for Triptych are between 6:00am and 11 :00pm; use outside these hours is at the discretion of the Manager and Owners Corporation 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 Owners Corporation 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 through a personal device (such as an MP3 player or equivalent device) or as transmitted through the audio visual equipment and facilities provided by the Owners Corporation which must be used in accordance with the Manager's directions, 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 Owners Corporation insurance will not cover an uninducted user. If a resident 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 resident.

39. Special Rules for the Developer

39.1. Definitions

In the rule:

Developer means R1 Funds Management Pty Limited (ACN 122 905 739), ACN Triptych Living Pty Ltd (ACN 122 919 895) or any subsidiary or related entity of those companies.

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.

39.2. Special Rights for the Developer

Nothing in these rules will prevent or hinder the Developer from completing construction for 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.

39.3. Members' and Occupiers' Consent

Every Member and Occupier 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.

39.4. Owners Corporation's obligations

The Owners Corporation 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 Owners Corporation must for those purposes sign all necessary consents to permits required by the Developer and must close off from access by Members and Occupiers parts of the Common Property when it is necessary to do so.

40. No Trade or Business

The Proprietor 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 unless:

- (m) the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot; and
- (n) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- (o) the trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors of other lots.

41. Short Stay Apartments

41.1. Prohibition on use of lot as short-stay accommodation

Occupiers of a lot must not lease, sublease, licence, rent, hire, or otherwise deal with a lot to be leased, subleased, rented, hired or otherwise dealt with for a period less than that defined by Section 3 of the Owners Corporation Act 2006 as a Short Stay Accommodation Arrangement.

41.2. Obligations of Short-Stay Occupants in addition to any obligations under the Act

- (a) A Lot Owner must ensure any short-stay occupant receives a copy of these Rules prior to their short-stay accommodation.

- (b) A Lot Owner must ensure that a short-stay occupant complies with these Rules for the duration of their stay, in particular for use of the common property facilities.
- (c) A Lot Owner must ensure any short-stay occupant does not:
 - i. unreasonably create any noise likely to substantially interfere with the peaceful enjoyment of an occupier or a guest of an occupier of another lot;
 - ii. behaves in a manner likely to unreasonably and substantially interfere with the peaceful enjoyment of an occupier or a guest of an occupier of another lot;
 - iii. use a lot or the common property, or permit a lot or the common property to be used, so as to cause a substantial hazard to the health, safety and security of any person or an occupier;
 - iv. unreasonably and substantially obstruct the lawful use and enjoyment of the common property by an occupier or a guest of an occupier; or
 - v. intentional or negligently damages or alters a lot or the common property or a structure that forms part of a lot or the common property.
- (d) If one or more short-stay occupants breach a Rule as listed in Rule 41.2(c) which affects the public liability insurance over the common property area, the Lot Owner and or Occupier of a Lot will be liable for and must indemnify the Owners Corporation and pay all fees, charges and/or costs (if any) arising out of and/or in connection with the short-stay occupants' breach.
- (e) If one or more short-stay occupants breach a Rule as listed in Rule 41.2(c) which results in the Owners Corporation engaging additional common property services, including but not limited to security, safety equipment, extra cleaning and additional repairs to common property the Lot Owner and or Occupier of a Lot will be liable for and must indemnify the Owners Corporation and pay all fees, charges and/or costs (if any) arising out of and/or in connection with the short-stay occupants' breach.

41.3. Complaints and Restrictions

- (a) Any Lot Owner or Occupier may make a written complaint to the Owners Corporation in the approved form outlining a short-stay occupants breach as listed in Rule 41.2(c).
- (b) Subject to the Act as amended from time to time, if a Lot is issued three breach notices for separate events in a 24-month period, the Owners Corporation may make an application to the Victorian Civil and Administrative Tribunal for orders restricting that Lot from being let for short-stay purposes for a period of time.