

**Owners Corporation No. 2 – PS 641350V
(Eden)**

Rules

Property: 1-15 Acacia Place, Abbotsford

*I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY
(BEING THE FIRST PAGE) OF THE ORIGINAL DOCUMENT, BEING
THE RULES OF THE OWNERS CORPORATION NO 2 ON PLAN
NUMBER 641350V*



*Priscilla Ching
Secretary*

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Owners Corporation No. 2 (Eden) - PS641350V

Additional Rules

Property: 1-15 Acacia Place, Abbotsford

1. Definitions and interpretation

1.1 Defined terms

In these Rules:

- (a) **Act** means the Subdivision Act 1988 (Vic);
- (b) **Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;
- (c) **Common Property** means the common property for which the Owners Corporation is responsible shown as common property no. 2 on the Plan;
- (d) **Developer** means Hamton JV (Abbotsford) Pty Ltd (ACN 134 285 975);
- (e) **Development** means the development at 677-679 Victoria Street and 1-15 Acacia Place, Abbotsford which is proposed to include 3 buildings which will be built in 3 stages, being;
 - (i) the Eden building;
 - (ii) the "Haven" building on the land in stage 2 of the Plan; and
 - (iii) the "Sanctuary" building on the land in part of the balance of the land in the Plan;
- (f) **Eden** means the first building to be constructed at the Development, being the building on the land in stage 5 of the Plan;
- (g) **Eden Lobby** means the part of the Common Property that constitutes the main lobby in Eden including entry lobby area, concierge reception, lounge and waiting area, business centre, unisex toilet adjacent to the concierge lobby area, building manager's office and adjacent store room and the paved area at the front of the lobby area (being approximately 15 metres following the curve of the glass wall of the lobby and approximately 3 metres deep, but excluding Acacia Place) and mail room but excluding the:
 - (i) stairwell area;
 - (ii) lifts and adjacent storerooms; and
 - (iii) fire control room;
- (h) **Eden Rooftop Hot Tub Area** means the area within the Eden Resident Rooftop that contains two hot tubs and is bounded by either balustrade or by secure pool fencing required by the building regulations.

- (i) **Eden Resident Rooftop** means the area on level 11 in Eden within common property 2 that includes a kitchen and indoor dining area, boardroom, lounge room, change room, outdoor dining area including two barbeques and, outdoor sundeck and lounge area, hot tubs and associated landscaping and any other facilities common to the area, excluding any areas set aside for Services;
- (j) **Lot** means a lot on the Plan;
- (k) **Member** means a member of the Owners Corporation;
- (l) **Occupier** means an occupier of a Lot on the Plan;
- (m) **Owners Corporation** means owners corporation no. 2 plan of subdivision number PS641350V;
- (n) **Personal Trainer** means the expert who has been given permission by the Owners Corporation to provide personal training services, including group classes to Occupiers and their guests;
- (o) **Plan** means plan of subdivision PS641350V;
- (p) **Planning Permits** means planning permits PL 09/0876 and PL 09/0877 issued or to be issued by the City of Yarra in relation to the Development;
- (q) **Planter Boxes** means the built-in planter boxes which form part of a lot but are maintained by the Owners Corporation that are located on the perimeter of some apartment balconies that are not accessible (by walking) unless they are accessed via a lot;
- (r) **Remote Control** means an electronic remote device used to open and close Common Property gates;
- (s) **Resident Portal** means the resident community intranet of which Members and Occupiers may become a member to be able to access building information, request access to restricted common areas and exclusively book common areas;
- (t) **Restricted Security Key** means a key used to open the front door of an apartment;
- (u) **Route** means, subject to Rule 13, the part of the Common Property through which the Member or Occupier proposes to move a Large Item;
- (v) **Rules** means these rules;
- (w) **Security Fob** means an electronic/magnetic device used to open and close Common Property doors, gates, windows or locks; and
- (x) **Services** means the services and utilities provided for a lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, lights, escalators, elevators, fire control, security, telephone, facsimile, computer services and communications together with all plant and equipment needed to provide them.

1.2 Interpretation

In these Rules, unless the context requires otherwise:

- (a) a heading may be used to help interpretation, but is not legally binding;
- (b) a gender includes the other genders;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) a reference to a person includes that person's successors, personal representatives and permitted assigns;
- (e) if 2 or more people are described as a party, each person is liable for their obligations and entitled to their rights jointly and severally;
- (f) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:
 - (i) any rules, regulations or other instruments made under that statute; and
 - (ii) that statute as amended, consolidated, re-enacted or replaced from time to time;
- (g) a reference to an owners corporation includes any elected committee of the owners corporation,
- (h) the word "include" or any form of that word, when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind; and
- (i) a reference to a thing includes a part of that thing.

2. The Owners Corporation may grant special rights

2.1 Special rights

Subject to the Act, the obligations and restrictions set out in these Rules are subject to any rights that may be given to any person by the Owners Corporation. If there is any conflict between these Rules and any rights given by the Owners Corporation, then the rights given by the Owners Corporation prevail in respect of the person to whom those rights are given.

2.2 A Member must not interfere with another's rights

A Member or Occupier must not:

- (a) use any part of the Common Property over which the Owners Corporation has granted exclusive use or enjoyment rights to another person; or
- (b) interfere with a manager performing their duties under any management agreement entered into with the Owners Corporation.

3. Members and Occupiers' obligations

3.1 A Member or Occupier must do these things

A Member or Occupier must:

- (a) keep their lot clean and in good repair;
- (b) clean the windows and to the extent that there is direct access to the exterior of the lot from the lot, the exterior of their lot, and keep them in good repair;
- (c) keep any plants, gardens and lawns on their lot trimmed, well watered and in good condition;
- (d) keep their lot secure;
- (e) use the Services, driveways, pathways and any other facilities in a lot or on any part of the Common Property only for their designated purpose;
- (f) use any items placed on the Common Property by the Owners Corporation only for their designated purpose;
- (g) promptly notify the Owners Corporation on becoming aware of:
 - (i) any damage or defect in a lot, the Common Property or to any Services; and
 - (ii) anything likely to cause danger or risk to any person or property in or near a lot or the Common Property;
- (h) be appropriately clothed when on any part of a lot visible from another lot and when on any part of the Common Property;
- (i) comply with any parking directions given orally or published by the Owners Corporation in respect of parking and driving on or about the Common Property; and
- (j) ensure common property is clean after use.

3.2 A Member or Occupier may do these things

A Member or Occupier may do any of the following if it gets Owners Corporation's prior written consent:

- (a) install on, attach to or hang from the exterior of any lot or any part of the Common Property any sign, furnishing, device, aerial, satellite dish, cable television or any other object;
- (b) put anything in their lot which is visible from outside their lot and is inconsistent with the appearance of other lots or the Common Property;
- (c) hang a wind chime or other item on or from a balcony or terrace;

- (d) store or use dangerous or flammable substances except Owners Corporation consent is not needed for storage or use of dangerous or flammable substances:
 - (i) in the normal conduct of the Member's or Occupier's use of their lot;
 - (ii) only in such quantities permitted by law; and
 - (iii) only if stored strictly in accordance with all relevant safety standards; and
- (e) do anything which may cause any insurance premium payable by the Owners Corporation to be increased.

Notwithstanding whether a member has obtained prior consent from the Owners Corporation for any item in this Rule 3.2, they must remove any such item immediately upon any subsequent written request by the Owners Corporation.

3.3 A Member or Occupier must not do these things

A Member or Occupier must not do the following and must remove if directed to do so:

- (a) obstruct the lawful use of Common Property by any person;
- (b) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;
- (c) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;
- (d) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;
- (e) tint or otherwise treat any windows or other glazed parts of their lot or the Common Property;
- (f) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;
- (g) throw anything over any balcony or from any common property;
- (h) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;
- (i) hinder or obstruct any contractor or workman employed by the Owners Corporation;
- (j) use offensive language or behave in a way which may cause offence or embarrassment to another person;
- (k) subject to Rule 9(j), drinking of alcohol on Common Property is only as permitted in these Rules, otherwise it is not permitted;
- (l) smoke on common property, throw cigarette butts or cigarette ash on the Common Property;

- (m) allow any child under the age of 16 who is under the Member's or Occupier's control to be in any part of the Common Property which may be dangerous or hazardous to children, including the Eden Resident Rooftop, or any car park, driveway or stairs unless the child is with an adult;
- (n) use, or allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;
- (o) remove any item from the Common Property which has been placed there by the Owners Corporation;
- (p) interfere with or modify any Services;
- (q) interfere with or modify any intercom, television aerial or communication system;
- (r) do anything which breaches any of the conditions contained in the Planning Permits;
- (s) enter any plant room;
- (t) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;
- (u) install or use any intruder alarm which makes a sound which can be heard from outside their lot;
- (v) use a barbecue or other cooking appliance on part of Common Property (except the barbecues in the Eden Resident Rooftop or any other barbecue or cooking appliance approved for use by the Owners Corporation);
- (w) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;
- (x) install, attach or hang any blinds, bars, screens, grilles or other window coverings, awnings, fittings or furnishings other than internal roller blinds, which must appear white externally, without the written approval of the Owners Corporation;
- (y) except in accordance with Rule 17, put up any 'for sale' or 'for lease' signs on Common Property;
- (z) damage any plants, gardens and lawns on the Common Property; or
- (aa) damage, remove change or plant other species of plants in the Planter Boxes other than those approved by the Owners Corporation.

3.4 Damage to Common Property

A Member or Occupier must immediately pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to Common Property and the Services caused by the Member or Occupier.

4. Rubbish disposal

4.1 A Member or Occupier must do these things

A Member or Occupier must:

- (a) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and
- (b) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish.

4.2 Specific things a Member or Occupier must do

Without limiting Rule 4.1, a Member or Occupier must:

- (a) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;
- (b) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;
- (c) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and
- (d) drain and securely wrap rubbish in small parcels or bags and put them in the rubbish chute if there is one.

4.3 A Member or Occupier must not do these things

A Member or Occupier must not:

- (a) leave any rubbish, pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation;
- (b) deposit any hard rubbish, recyclables, or flammable materials through any rubbish chute;
- (c) carry out or permit any waste management activities between the hours of 6.00 pm and 7.00 am (or 8.00 am in the case of Sundays) the following day; or
- (d) burn rubbish or other materials in their lot or on the Common Property.

5. Animals

A Member or Occupier must make sure that any animal:

- (a) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property;
- (b) does not urinate or defecate on Common Property;

- (c) that has been deemed a nuisance by the Owners Corporation in writing does not enter or leave their lot through any entrance lobby (including the Eden Lobby);
- (d) is removed permanently from their lot or the Common Property after the Member or Occupier is requested to do so by the Owners Corporation if the Owners Corporation has resolved that the animal is causing a nuisance; and
- (e) does not enter the roof or any recreational areas.

6. Vehicles on the Common Property

6.1 A Member or Occupier must do these things

A Member or Occupier must:

- (a) only use car parking spaces to park vehicles;
- (b) promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings into the Common Property;
- (c) observe any parking directions given by the Owners Corporation;
- (d) observe every traffic sign on or at the entrance or exit of any car parking spaces;
- (e) observe any condition of entry of the Owners Corporation concerning the car parking spaces; and
- (f) make sure that any vehicle is parked wholly within a marked car parking space.

6.2 A Member or Occupier must not do these things

A Member or Occupier must not:

- (a) use a designated space for a motor vehicle for anything but storing a motor vehicle;
- (b) park in a lot that is not designated to them without the written permission of the relevant lot owner, a copy of which must be provided to the Owners Corporation upon request;
- (c) park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation;
- (d) leave any unregistered vehicle on a lot or on the Common Property; or
- (e) sub-let any car parking space to a person who does not reside within the building.

6.3 The Owners Corporation may do these things

The Owners Corporation may:

- (a) install traffic signs in the car parking area and the entrances and exits to the car parking area;
- (b) designate car parks, including by numbering or line marking; and
- (c) enter into a car parking agreement with a private operator or the local council to arrange for car parking infringement notices to be distributed to vehicles not parked within their respective lot or on common property as per agreements which may be implemented.

7. Bicycle storage

- (a) The following rules apply to the use of the bicycle storage areas:
 - (i) to access and use the bicycle storage areas, residents must be a member of the Resident portal; and
 - (ii) residents must request access to the bicycle storage area, register their bicycle/s via the Resident Portal and agree to the bicycle storage terms and conditions before the building manager will activate their Security Fob.
- (b) In addition to Rule 8(a), a Member or Occupier must:
 - (i) store any bicycle in the area which the Owners Corporation provides for this purpose;
 - (ii) access the bike storage area via the garage door on the ground floor of the Eden building and not bring any bicycle into a lot or any part of the Common Property, including the foyers, stairwells, hallways, garden areas, balconies or any other area designated by the Owners Corporation without permission from the Owners Corporation; and
 - (iii) provide their contact details to the building manager or Owners Corporation representative on request regarding security access to bicycle storage areas.

8. Storage cage

A Member or Occupier must:

- (a) not install a storage cage without Owners Corporation consent;
- (b) not line the internal walls of a storage cage without Owners Corporation consent; and
- (c) not line the exterior or ceiling of a storage cage;
- (d) remove items from a storage cage at the written request of the Owners Corporation Manager; and
- (e) remove any lining placed internally or externally to the storage cage if requested to do so in writing by the Owners Corporation.

9. Eden Resident Rooftop

The following Rules apply to the use of the Eden Resident Rooftop:

- (a) to access and use the Eden Resident Rooftop, residents must be a member of the Resident Portal;
- (b) residents must request access to the Eden Resident Rooftop via the Resident Portal;
- (c) hours of use for external areas of the Eden Resident Rooftop area are 8.00am to 10.00pm seven days per week;
- (d) hours of use for internal areas of the Eden Resident Rooftop area are 8:00am to 11:59pm seven days per week;
- (e) the Eden Resident Rooftop may only be used by Occupiers of Eden apartments Lots and their guests. Members do not have access to the Eden Resident Rooftop unless they are an Occupier at that time;
- (f) guests must be accompanied by an Eden Member or Occupier at all times;
- (g) areas of the Eden Resident Rooftop as advised by the Owners Corporation (including the indoor dining room, cinema/lounge, boardroom, outdoor dining area or entire rooftop) may be booked for exclusive use by an Occupier of Eden, for a fee determined by the Owners Corporation, as amended from time to time;
- (h) bookings must be made via the Resident Portal;
- (i) an Occupier may bring no more than 5 guests at any one time to the Eden Resident Rooftop unless an exclusive booking is made in accordance with Rules 9(g) and 9(h);
- (j) subject to first having obtained all necessary approvals, the Owners Corporation may allow users of the Eden Resident Rooftop are permitted to bring, cook and consume food and drinks, including alcohol in quantities that do not exceed what is required for themselves and any guests;
- (k) users of the Eden Resident Rooftop must leave any section they have used in a clean and tidy condition suitable for the next user, including the removal of all items from the refrigerator, cleaning and removing rubbish from the fridge, barbeques and kitchen areas;
- (l) if users do not clean areas of the Eden Resident Rooftop they have used to the satisfaction of the Owners Corporation or its representative, the Owners Corporation may engage a contractor to clean such areas and the relevant user (or if they are a guest, the Occupier to which that person was a guest) must reimburse the Owners Corporation for all of the Owners Corporation's and contractor's costs;
- (m) glass is not permitted in the Eden Rooftop Hot Tub Area under any circumstances;

- (n) Occupiers and their guests must shower before entering the hot tubs in the Eden Rooftop Hot Tub Area;
- (o) users of the hot tubs in the Eden Rooftop Hot Tub Area must towel dry before leaving the area;
- (p) appropriate clothing must be worn within the Eden Resident Rooftop at all times;
- (q) running and ball games are not permitted in any part of the Eden Resident Rooftop;
- (r) smoking is not permitted whilst on the Eden Resident Rooftop;
- (s) any Occupier using the Eden Resident Rooftop is responsible for their guests and any damage, cleaning or reinstatement costs incurred by the Owners Corporation as a result of persons using this area that may cause such damage;
- (t) other than as permitted by the Owners Corporation, the Eden Resident Rooftop must not be used for any commercial purpose;
- (u) parts of the rooftop on any part of the Common Property (including the Eden Resident Rooftop) may be temporarily used, but not closed for the duration of any classes by the relevant service provider, including the Personal Trainer and yoga instructor. If parts of the Common Property are temporarily used, those parts of the Common Property (including the Eden Resident Rooftop) may not be available to any Occupiers, any users and guests during those times;
- (v) users of the Eden Resident Rooftop and the Eden Rooftop Hot Tub Area do so at their own risk;
- (w) Occupiers and their guests are not permitted to re-arrange furniture if doing so does or may interfere with the normal use of the Eden Resident Rooftop by others. In any case, all furniture must be moved to its normal location and layout by the users; and
- (x) the building manager or Owners Corporation can program Security Fobs to prevent access to the Eden Resident Rooftop for any resident who breaks these Rules.

10. Eden Lobby

- (a) The Owners Corporation may use the Eden Lobby on a regular basis for functions to encourage community engagement for all Occupiers and up to two guests of each Occupier. The community functions in the Eden Lobby may be held at times and on terms deemed reasonable by the Owners Corporation.
- (b) Occupiers and their guests must comply with all rules set by the Owners Corporation or building manager in the running of these functions.
- (c) Members that are not Occupiers must not attend or participate in the functions held by the Owners Corporation in accordance with this Rule.

- (d) Subject to first having obtained all necessary approvals, food and alcohol supplied by the Owners Corporation may be consumed in the Eden Lobby or any other area designated by the Owners Corporation as being subject to this Rule from time to time. Occupiers, any users and guests must not consume any alcohol on any Common Property:
 - (i) which was not supplied by the Owners Corporation in the Eden Lobby or any other area approved by the Owners Corporation in accordance with this Rule; or
 - (ii) unless otherwise permitted by these Rules.

11. Business Centre

Occupiers and their guests may use the business centre free of charge 24 hours per day, 7 days per week, and must follow the rules as stipulated from time to time by the Owners Corporation.

12. Building works

12.1 No building works without Owners Corporation consent

- (a) A Member or Occupier must get Owners Corporation consent before they may do any building works relating to a lot or the Services (for example, demolishing walls or altering the interior design of a lot).
- (b) For any lot owned or as advised by the Developer, Rule 12.2 does not apply, however the Developer must still seek consent from the Owners Corporation as per Rule 12.1(a), which consent must be provided in a timely manner and must not be unreasonably withheld;

12.2 The process for building works

For any proposed building works under this Rule, the Member or Occupier must:

- (a) prior to commencing works, provide the Owners Corporation with copies of plans, specifications and requisite permits, consents and approvals, regarding the proposed building works to include any structural related works or works related to the Services;
- (b) if structural alterations are required, pay all costs for the Owners Corporation to appoint experts to obtain necessary professional advice to enable it to properly consent to the proposed building works required by Rule 12.1(a), including:
 - (i) appointment of a building surveyor selected and approved by the Developer; and
 - (ii) appointment of, directly or by sub-contract, other experts selected and approved by the Developer from whom the building surveyor requires input.
- (c) subject to the Member or Occupier complying with all obligations under Rule 12, the Owners Corporation will use all reasonable endeavours to act as quickly as possible to provide feedback or consent regarding any proposed building works;

- (d) prior to commencement, provide the Owners Corporation with a copy of the relevant public liability insurance policy and certificate of currency pertinent to the proposed works;
- (e) prior to commencement, provide the Owners Corporation with an estimated completion time for the works;
- (f) follow the reasonable requirements and directions of the Owners Corporation;
- (g) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation upon request;
- (h) make sure the proposed building works are done in a proper and workmanlike manner and following any drawings and specifications;
- (i) ensure that the proposed building works comply with all laws, including getting an occupancy permit or final inspection, when necessary;
- (j) ensure the proposed building works are done at times and in a way that minimises damage, disturbance and inconvenience to others;
- (k) prior to occupation, allow a building surveyor, selected by the Developer and appointed by the Owners Corporation at the cost of the Member or Occupier, to inspect the completed works on behalf of the Owners Corporation and to the extent that they interface with common property and the Services, confirm in writing to the Member or Occupier and the Owners Corporation, that these works are acceptable and that the Member or Occupier can commence occupying the particular lot or area of that lot; and
- (l) if the works to the particular lot are not acceptable to the Owners Corporation, in the professional opinion of the building surveyor, because they adversely impact common property or the Services, the Member or Occupier must rectify the works to the satisfaction of the Owners Corporation building surveyor appointed pursuant to Rule 12.2(b).

12.3 Restrictions on building works

The Member or Occupier must make sure that they and their agents and contractors doing the building works comply with these restrictions:

- (a) no building materials may be stacked or stored outside their lot;
- (b) no scaffolding may be erected on the Common Property or the exterior of their lot;
- (c) building works must be done during times permitted by local laws, as required by any responsible Authority;
- (d) the exterior of any building on the lot and the Common Property must be clean and in a safe state at all times;
- (e) construction vehicles and construction worker's vehicles must not be parked on the Common Property;

- (f) the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation;
- (g) access to other lots or the Common Property to install or maintain Services or to do any building works requires the consent of the owner of the relevant lot or, in the case of Common Property, the consent of the Owners Corporation; and
- (h) not interfere with the retail / commercial operations within the Development, including, but not limited to restricting access to lots on which retail / commercial activities take place (other than the lot on which the works are being completed).

12.4 Damage to Common Property

- (a) A Member or Occupier must immediately make good, clean and remove any damage, mark, dirt, debris, rubbish or other impact to common property rubbish resulting from the building works.
- (b) If the Member or Occupier breaches this Rule 12, the Member or Occupier indemnifies the Owners Corporation against any damage, expense, loss or liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans, the Common Property and the Services.

12.5 The Member must pay Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Member or Occupier must pay on demand the reasonable fees and expenses which the Owners Corporation incurs for seeking that advice.

13. Moving In or Out

13.1 Large moves

When delivering or receiving large items (including furniture, goods, equipment or any item which cannot be carried safely by one person and which may damage or obstruct any part of the Common Property (**Large Items**)), the Member or Occupier must:

- (a) be a member of the Resident Portal;
- (b) pre-book their move date and time via the Resident Portal;
- (c) make bookings at least 48 hours prior to the proposed move;
- (d) allow a representative of the Owners Corporation to be present when the Large Items are moved;
- (e) comply with all directions of the Owners Corporation, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;
- (f) only use those parts of the Common Property, and at such times, as the Owners Corporation allows;

- (g) only use the lift/s nominated by the Owners Corporation to carry the Large Items between 8:00 am and 4:00 pm Monday to Saturday (excluding public holidays), or as otherwise instructed by the Owners Corporation from time to time and, if the Owners Corporation requires, only after the Owners Corporation has placed protective covers in the lift to minimise damage;
- (h) not allow any Large Items to contact lift doors or walls, including static contact by leaning or stacking the Large Items against the lift door;
- (i) not restrict access to any lifts, lobbies, fire escapes or car parking area;
- (j) not carry the Large Items through any building or the Common Property unless the Owners Corporation consents first;
- (k) abide by all information and directions given by the Owners Corporation as to lift usage, clearance heights in the car park; and
- (l) ensure lobby areas (including the Eden Lobby) are not used.

13.2 Damage to Common Property

- (a) Subject to Rule 12.1, before a Member or Occupier may move a Large Item, they must inspect the Route with the Owners Corporation to establish the state of repair of the Route.
- (b) A Member must immediately:
 - (i) repair any damage to the Common Property and Route caused by moving the Large Items;
 - (ii) remove any rubbish, including paper, boxes or cartons; and
 - (iii) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to or cleaning of the Common Property and the Route.

14. Members not to damage structures

14.1 Structural integrity of buildings

A Member or Occupier must not do anything that may interfere with:

- (a) any support or shelter given by a lot or a part of the Common Property for any other lot or any other part of the Common Property;
- (b) the structural or functional integrity of their lot, or any building or improvement on any part of the Common Property; or
- (c) the Services.

14.2 Floor loading

A Member or Occupier must observe the maximum floor loadings of their lot, and any building or improvement on any part of the Common Property. In the absence of

further written advice from the Owners Corporation to the contrary, the following floor loading limits will apply:

- (a) residential lots: 2 KPA;
- (b) car park lots: 2.5 KPA;
- (c) storage lots: 5 KPA; and

15. Obeying laws

A Member or Occupier must obey any law or notice from an Authority requiring the Member or Occupier to do or stop doing anything.

16. Emergency procedures

16.1 Fire drills

A Member or Occupier must:

- (a) observe all fire and emergency drills. This includes participating in any building evacuation;
- (b) make sure that they are aware of all safety and emergency procedures; and
- (c) follow the directions of any person who the Owners Corporation nominates as a fire warden to supervise the orderly evacuation of their lot and the Common Property during any drill or emergency.

16.2 Imminent danger

If there is any danger or threat concerning their lot or the Common Property (for example, a bomb threat), a Member or Occupier must immediately

- (a) notify the Owners Corporation of the danger or threat;
- (b) obey Owners Corporation instructions, including evacuating the lot or the Common Property; and
- (c) obey the instructions of the police, fire brigade or any other relevant Authority.

16.3 Emergency equipment

A Member or Occupier must:

- (a) not use or interfere with any fire safety or other emergency equipment except in the case of an emergency;
- (b) not obstruct any fire stairs or fire escape;
- (c) comply with all fire laws in respect of their lot, including installing all required fire fighting equipment and smoke detectors;

- (d) make sure that all fire safety and other emergency equipment installed in their lot are properly maintained and tested, and that back up batteries for smoke detectors are replaced as necessary; and
- (e) not cause a false fire alarm. If the Owners Corporation incurs a cost from the responsible fire Authority because of a false fire alarm, the Owners Corporation may recover the cost from the Member or Occupier responsible.

16.4 Fire control

- (a) The Owners Corporation may secure and keep the Common Property and any lots safe from fire or other hazards. This includes:
 - (i) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a lot; and
 - (ii) allowing a part of the Common Property to be used for security purposes, including monitoring security and safety of lots, even if this means excluding Members and Occupiers from using that part of the Common Property.
- (b) The Owners Corporation is responsible for the repair and maintenance of the fire safety system for the Development, which includes that part of the system situated within each Lot.;
- (c) Members, Occupiers and guests of Occupiers of Lots must not interfere with the fire safety system within and around the Development or otherwise behave in a manner that will, does or may cause a fire alarm call out from the Metropolitan Fire Brigade.

17. Security

17.1 Security Fob, Restricted Security Key and Remote Control

- (a) The Owners Corporation may:
 - (i) restrict access to any part of the Common Property by securing that part and restricting access to Security Fob and Remote Control holders;
 - (ii) make the number of Security Fobs it determines necessary available to Members or Occupiers free of charge;
 - (iii) charge a reasonable fee for the provision of any additional Security Fob or Remote Control requested by a Member or Occupier; and
 - (iv) revoke an Occupiers access to the Common Property other than as necessary to access their Lot should they breach these Rules.
- (b) A Member or Occupier must:
 - (i) not make any unauthorised copies of Security Fobs or change the appearance of a door to any Lot (including the appearance of locks and door handles) or any Common Property; and

- (ii) immediately tell the Owners Corporation if a Security Fob or Remote Control is lost or damaged.
- (c) If their Lot is leased or licensed to an Occupier, a Member must not use the Security Fob, Remote Control, Common Property or any of the facilities on the Common Property other than for routine inspections or if that Member is also the owner of another Lot.

17.2 Restricted Security Keys are Members' responsibility

A Member or Occupier:

- (a) is responsible for the safe keeping of their Restricted Security Keys;
- (b) must make sure that their Restricted Security Keys are not used by any person other than another Member or Occupier of their Lot; and
- (c) must include a requirement in any lease or licence for the tenant or licensee to return the Restricted Security Keys to the Member or Occupier at the end of tenant's or licensee's occupation of their Lot.

17.3 Security of Common Property

- (a) A Member or Occupier must not do anything which may prejudice the security or safety of the Common Property or any person in or near the Common Property.
- (b) A Member or Occupier must not allow anyone to follow them through security doors or entrances into any part of the Common Property.
- (c) Security cameras may be operating and recording throughout the common property

18. Signs

- (a) A Member or Occupier (including any agent or other representative of a Member and Occupier) must not without the prior written consent of the Owners Corporation:
 - (i) erect or affix any sign or notices to the exterior of a Lot or on any part of Common Property where it can be viewed from an exterior position;
 - (ii) erect any "for sale" or "for lease" boards on the exterior of a Lot or any part of Common Property or any part of the exterior of the Building.
- (b) A Member or Occupier that seeks the consent of the Owners Corporation to erect or affect a sign affecting the Common Property is liable for all costs:
 - (i) in connection with the erection and affixing of the signage and making good the Common Property upon the sign's removal;
 - (ii) of the Owners Corporation in considering and approving the erection and or installation of the sign;

- (iii) that the Owners Corporation may be or is liable to pay in relation to any damage, death, injury, claims or loss caused or contributed to by the signage.

19. Access to a lot by the Owners Corporation

19.1 Access to a lot by the Owners Corporation

- (a) After giving a Member or Occupier at least 24 hours notice, the Owners Corporation may enter a lot to:
 - (i) inspect the interior of the lot, including external terraces and balconies for any repairs and maintenance;
 - (ii) inspect and test any Services;
 - (iii) trace and repair any leak from or defect in any Service;
 - (iv) maintain the Services; and
 - (v) allow balcony or terrace access to provide window cleaning and/or building maintenance services to the building which may include abseiling and/or for utilisation of abseiling equipment.
- (b) The Owners Corporation may enter a lot at any time without giving notice to the Member or Occupier in an emergency.
- (c) After giving a Member or Occupier at least 7 days notice, the Owners Corporation may enter a lot to maintain the landscaping for any fixed Planter Box that is on the perimeter of a terrace or balcony;
- (d) In exercising the Owners Corporation's right under this Rule 19, the Owners Corporation must use reasonable endeavours to cause as little disruption as possible to the Member's or the Occupier's use of the lot.
- (e) If the Owners Corporation repairs a leak or defect in any Service which is caused by the Member or Occupier, the Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation in repairing the leak or defect.
- (f) Despite anything else in these Rules, occupiers of any commercial Lot on the ground level of the building in owners corporation no. 1 on the Plan (whether or not those occupiers are Occupiers in the Common Property) may access the Eden Lobby (excluding lifts) in the Eden building at no cost and at any time for use as an Occupier, as long as that access is only to transverse to and from car spaces or parts of their respective Lot and otherwise in accordance with these Rules.
- (g) Despite anything else in these Rules, owners or lessees (**Permitted Users**) of any of the following Lots (or any consolidated or subdivided Lot) on the Plan (irrespective of whether those Permitted Users are Occupiers of the common property no. 2 on the Plan) may access the lobby area (including any lifts) in the Eden building at any time for use as an Occupier, as long as that access is only to transverse to and from car spaces or parts of their respective Lot and otherwise in accordance with these Rules:

- (i) Lot 6 (currently part 514A), being a tandem car park on level 1;
- (ii) Lot 4G, being a single car park on the ground level;
- (iii) Lot 9G, being a tandem car park on the ground level;
- (iv) Lot 1005, being a single car park on lower ground 1;
- (v) Lot 1047, being a single car park on lower ground 1;
- (vi) Lot 1050, being a single car park on lower ground 1;
- (vii) Lot 2074, being a tandem car park on lower ground 2;
- (viii) Lot 2075, being a tandem car park on lower ground 2;
- (ix) Lot 2090, being a single car park on lower ground 2;
- (x) Lot 3055, being a tandem car park on lower ground 3;
- (xi) Lot 3081, being a tandem car park on lower ground 3;
- (xii) Lot 3089, being a single car park on lower ground 3; and
- (xiii) Lot 3109, being a tandem car park on lower ground 3,

however, access by an Permitted User of one of the above Lots (if that Permitted User is not a Member or Occupier) to the lobby area (including any lifts) in the Eden building is only on the condition that the Permitted User pays the following amount to the Owners Corporation on request:

- (xiv) \$50 plus GST per annum if the Lot is a single car park; or
- (xv) \$80 plus GST per annum if the Lot is a tandem car park.

19.2 Lift Access

Members and Occupiers of the Owners Corporation and their guests are not permitted to use the lifts which are designated as part of common property 3 and 4 on the Plan, for the purpose of access to and from the basement levels to the ground floor of the Development unless:

- (a) that Member or Occupier is a member or occupier of a Lot in that owners corporation of which the lift is part; or
- (b) special needs are required, in which case permission must be obtained from the Owners Corporation.

19.3 Access to plant

Access to any plant on the Common Property is only available by appointment and with the consent of the Owners Corporation or building manager, and only once:

- (a) the scope and timing of the works is provided in writing to the Owners Corporation by the Member, Occupier or their relevant contractor;

- (b) the relevant professional indemnity and job safety analysis statements have been provided by the contractor to perform any works; and
- (c) the contractor has signed in the Owners Corporation's visitor's register and contractor book (if one is being maintained by the Owners Corporation).

20. Compliance with Rules

20.1 Members, Occupiers and Guests

- (a) A Member must take all reasonable steps to make sure that the Occupier of their Lot and any of their guests obey these Rules.
- (b) If any Member or Occupier or their guests breaches these Rules and that breach causes the Owners Corporation to incur an expense, loss or liability to a third party (including, without limitation, the Metropolitan Fire Brigade), the Member or Occupier must pay (and where required by the Owners Corporation, reimburse the Owners Corporation) the full amount of the expense, loss or liability incurred as a result of the Member or Occupier and their guests' behaviour.
- (c) The Owners Corporation may remove any person from the Common Property if the Owners Corporation believes that person is behaving inappropriately.

20.2 Contractors

A Member or Occupier must make sure that their contractors enter and exit through the basement only or through the means of access nominated by the Owners Corporation.

21. Owners Corporation may recover costs

21.1 Owners Corporation may fix a Member's breach

If a Member or Occupier breaches these Rules the Owners Corporation may, at the Member's or Occupier's cost, do anything the Member or Occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

21.2 Owners Corporation may recover costs on demand

The Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation because of any breach of these Rules by the Member or Occupier, including legal costs (on a solicitor-own client basis) and recovery of any Owners Corporation fee.

22. Owners Corporation action for Rule breaches

22.1 Owners Corporation may issue proceedings

Subject to all Laws, the Owners Corporation may:

- (a) issue proceedings;

- (b) impose a fine or penalty; or
- (c) both issue proceedings and impose a fine or penalty,

any Member or Occupier who breaches any Rule.

22.2 Penalty interest

A Member or Occupier must pay to the Owners Corporation on demand interest at the rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* on any money payable by the Member or Occupier to the Owners Corporation, including owners corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due.

22.3 Recovery of Owners Corporation fees

A Member of the Owners Corporation shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the relevant Member, in the performance or observance of any term, covenant or condition contained in these rules.

23. Owners Corporation consent

- (a) Where anything depends on the consent or approval of the Owners Corporation then, unless these Rules provide otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Owners Corporation.
- (b) Any consent or approval of the Owners Corporation means the prior written consent, approval or authority.
- (c) A consent or approval of the Owners Corporation may be revoked.
- (d) A conditional consent or revocation of consent made by the Owners Corporation may be evidenced by a minute of a resolution of the Owners Corporation.

24. Member complaints & dispute resolution

24.1 Complaints

- (a) To the extent that it is consistent with the *Owners Corporation Act 2006 (Vic)* and any regulations under that legislation, a Member, Occupier or the Owners Corporation may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:
 - (i) a Member;
 - (ii) an Occupier;
 - (iii) a manager appointed on behalf of the Owners Corporation.
- (b) All complaints must be:

- (i) in writing;
 - (ii) in the approved form as required by any laws from time to time (if any).
- (c) All complaints must be brought to the attention of:
 - (i) the grievance committee (the **Grievance Committee**) if such a committee has been elected; or
 - (ii) the Owners Corporation in all other circumstances.
- (d) The Owners Corporation can dismiss or refuse to act upon frivolous, false or unsubstantiated complaints.
- (e) The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make a complaint under Rule 24.1(a) or otherwise to employees of the Owners Corporation and members of the Owners Corporation committee.

24.2 Dispute resolution

- (a) The Owners Corporation or the Grievance Committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within twenty one (21) days of the complaint coming to the attention of the parties.
- (b) The Owners Corporation or the Grievance Committee cannot take any action with regard to the complaint until:
 - (i) a meeting of the parties to the dispute has been organised to discuss the dispute; and
 - (ii) it is satisfied that the dispute remains unresolved.
- (c) The Owners Corporation and the Grievance Committee are deemed to have complied with their obligations irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or the Grievance Committee.

25. Member indemnity

The Member or Occupier of each Lot must indemnify and hold harmless the Owners Corporation against all claims resulting from any damage, loss, death or injury in connection with that Member's or Occupier's Lot, or their use and occupation of that Lot or the Common Property except to the extent that such claims arise out of the negligence of the Owners Corporation.

26. Using a Lot for business

26.1 Member must comply with law

Other than in relation to a Lot that has a commercial zoning under the planning scheme, a Member or Occupier must not use their Lot or any part of the Common Property for any trade or business unless the Owners Corporation gives prior written consent and:

- (a) the trade or business does not cause any nuisance to occupiers of other lots;
- (b) no more than one person other than the Occupier is employed by the trade or business operating from the Lot;
- (c) they comply with any health, noise and other laws and regulations governing the proposed trade or business, including getting any necessary permit, licence and insurance;
- (d) such trade or business is conducted only between the hours of 7:00am and 10:00pm, or as otherwise as limited by any applicable permit, licence or approval; and
- (e) the planning scheme permits the lot or that part of the Common Property to be used for the proposed trade or business.

26.2 Additional obligations concerning fire control

In any Lot used for trade or business:

- (a) all upholstered furnishings, curtains, carpets and other fixtures and fittings installed must:
 - (i) be flame retardant or treated with flame retardant to minimise the risk of ignition; and
 - (ii) have low flammability and flame spread; and
- (b) wall and ceiling linings must be non-combustible.

27. Developer Signage

For 5 years after the date of registration of the Plan, the Developer or any agent of the Developer may erect 'for sale' or other advertising signs (**Developer's Signs**) on any part of the Common Property as long as the Developer:

- (a) pays all costs for erecting the Developer's Signs;
- (b) does not damage the Common Property or the structural or functional integrity of any lot, or any building or improvement on any part of the Common Property; and
- (c) repairs any damage to the Common Property caused by the Developer.

*I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY
(BEING THE LAST PAGE) OF THE ORIGINAL DOCUMENT BEING THE
RULES OF THE OWNERS CORPORATION NO 2 ON PLAN NUMBER
641350V*



Prasulla Chong
Secretary