

THE WILLS

22-30 WILLS STREET, MELBOURNE

OWNERS CORPORATION
PS 444154U

OWNERS CORPORATION CONSOLIDATED RULES

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Owners Corporation Rules

The Wills

Introduction

These Rules are provided pursuant to the *Owners Corporations Act 2006 (Vic)* and the *Owners Corporations Regulations 2007 (Vic)*.

The Rules replace previously developed Rules dated 2002 for The Wills and were approved by the Owners Corporation on the issue date. The rules were reviewed and enhanced in order to incorporate both omissions, remove areas of ambiguity and reflect contemporary lifestyle choices.

Where these Rules are silent on a particular matter, the model rules provided under the *Owners Corporations Regulations 2007 (Vic)* as amended from time to time relating to that matter are deemed to be included in these Rules.

Objectives

These Rules are made to ensure adequate control, management, administration, use and enjoyment of Owners, Occupiers and their guests at The Wills in maintaining a high quality residential environment.

Delegated authority of Owners Corporation

In emergency or urgent situations, the Owners Corporation delegates its authority to the Building Managers or Owners Corporation Manager or nominee to maintain the security and safety objectives of these Rules.

Complaints and communications

Any complaint or application to the Owners Corporation must be addressed in writing to the Owners Corporation Managers.

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

- 1.1.1 A lot Owner or Occupier must not use their lot or common property, or permit their lot or common property to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.
- 1.1.2 The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of Owners and Occupiers of lots and all persons who are entitled to use the common property.

1.2 Storage of flammable liquids and other dangerous substances and materials

- 1.2.1 Except with the approval in writing of the Owners Corporation, an Owner or Occupier must not use or store on a lot, storage cage/locker or on the common property any flammable chemical, liquid or gas or other flammable material. This excludes barbecue gas bottles attached to barbecues on balconies and other small quantities for domestic use or in the fuel tank of a vehicle.
- 1.2.2 Not store any flammable equipment or materials on balconies or combustible materials particularly near or adjacent to air-conditioning units.

1.3 Fire & Emergency Equipment

- 1.3.1 An Owner or Occupier must ensure compliance with all statutory and other requirements including those of the Owners Corporation relating to fire and fire safety in respect of the lot and common property.
- 1.3.2 An Owner or Occupier must not use, interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 1.3.3 An Owner or Occupier must ensure that all smoke detectors installed in the lot are properly maintained and tested annually and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- 1.3.4 An Owner or Occupier must ensure that they do not cause a false alarm of fire and in the event that the Owners Corporation incurs a charge from the responsible fire authority due to the non-compliance with above by An Owner or Occupier, then the Owners Corporation shall be entitled to recover the amount of the charge or charges from the Owner or Occupier concerned.
- 1.3.5 An owner must ensure that all authorised occupiers of the lot are made aware of and have ready access to the fire or emergency evacuation rules and procedures.
- 1.3.6 An owner must not implement internal lot renovations that either block, obscure or remove any fitted emergency warning devices.
- 1.3.7 An Owner or Occupier must not cover, hang clothes or other articles or otherwise impede any fire sprinkler head in a lot or on common property.

1.4 Security and security keys

- 1.4.1 Security keys and their usage remain the responsibility of the Owner and it is the Owner's responsibility to ensure compliance to the security rules.
- 1.4.2 The Building Managers are not permitted to act as a "key agent" for Owners or Agents and are permitted to hold security keys for emergency purposes

only.

- 1.4.3 An Owner or Occupier or guest must not do or permit anything that may prejudice the security or safety of the common property or any person in or about the property.
- 1.4.4 An Owner or Occupier must ensure that gates and doors including the garage tilt door, are fully closed on entering or leaving the property to minimize the risk of an unauthorized entry.
- 1.4.5 Common property security keys are issued under authority of the Owners Corporation. A reasonable fee will be charged for any additional security key required by an owner.
- 1.4.6 An Owner or Occupier must take all reasonable precautions to ensure a security key is not given to any person other than another Owner or Occupier or family member of the Owner or Occupier and is not disposed of otherwise than by returning it to the Owner or the Owners Corporation.
- 1.4.7 It is an unacceptable breach of security to place an access fob or key in a Key Safe outside the buildings.
- 1.4.8 An Owner or Occupier must not make any unauthorized copies of Security Keys/Fobs.
- 1.4.9 An Owner or Occupier must promptly notify the Owners Corporation if a security key is lost or destroyed.
- 1.4.10 Any security key not required must be returned to the Owner or the Owners Corporation.
- 1.4.11 The Owners Corporation may make the number of Security Keys/Fobs it determines necessary available to Owners or Occupiers.
- 1.4.12 An Owner or Occupier should report to the Building Managers or Security about anybody acting suspiciously or in a manner that may cause a security breach.

1.5 Access to a lot

- 1.5.1 Except in the case of an emergency where no notice is required, upon one (1) days' notice in writing the Owners Corporation or nominee shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein in order to trace and repair any leakage or defect.
- 1.5.2 Where a defect cannot be immediately repaired or rectified and the case is not an emergency, the Owner is required to agree, on seven (7) days' notice, to provide unconditional access to the lot to repair or rectify the defect. The Owner must give, or cause any tenant they have to grant access as required.
- 1.5.3 If the Owners Corporation repairs a leak or defect in any Service which is caused by the Owner or Occupier, the Owner or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation in repairing the leak or defect.
- 1.5.4 If access is not provided under this section, on a further written seven (7) day notice the Building Manager may obtain access without liability. Obtaining such access under this section is not a trespass nor does it give rise to any civil action.

1.6 Waste disposal

- 1.6.1 An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.
- 1.6.2 An Owner or Occupier must not deposit or throw rubbish onto the common property except into a receptacle or area specifically provided for that purpose.
- 1.6.3 An Owner or Occupier must dispose of garbage in the manner specified by the Owners Corporation including:
- a) Recyclable items such as paper, cardboard and plastic in the green or yellow bins located in the car park or Wills Court bin room;
 - b) All cardboard boxes and packaging must be broken down and neatly packed in the recycle bins in the car park area or Wills Court bin room;
 - c) All containers must be completely emptied and deposited in unbroken condition in the designated area; and
 - d) All other garbage must be drained, securely wrapped in small parcels and deposited in the rubbish chute located on each floor.
 - e) Owners or Occupiers must not try to push anything in to the rubbish chute by force.
 - f) An Owner or Occupier must not place any recyclable goods in the chute including cardboard boxes, glass or aerosol cans.
 - g) An Owner or Occupier must not allow foodstuffs or liquid waste to drip or spill on common property.
 - h) An Owner or Occupier must not leave any rubbish, equipment or articles of any kind on common property or in the street except in a receptacle or area specifically provided for that purpose by the Owners Corporation or as directed by the Building Managers.
 - i) An Owner or Occupier must not burn rubbish or other materials in their lot including their balcony or on the Common Property.

2. Common property

2.1 Use of common property

- 2.1.1 An Owner or Occupier must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

2.2 Restricted use of common property

- 2.2.1 For reasons of safety or security the Owners Corporation may:
- (a) Close off any part of the common property not required for access to a lot on either a temporary or permanent basis;
 - (b) Restrict access of owners or occupiers to ground, basement and/or their residential level; and
- 2.2.2 An Owner or Occupier of a lot must abide by any actions taken by the Owners Corporation in accordance with these rules.

2.3 Vehicles & Car Park

An owner or occupier must not:

- 2.3.1 Unless in the case of an emergency, park or leave a motor vehicle on common property so as to obstruct an entrance to a parking lot, or in any place other than in parking areas allocated to your lot;
- 2.3.2 Park in any space other than that designated for their lot, ensuring that they park wholly within that marked car parking space
- 2.3.3 Install a storage cage without first obtaining the written consent of the Owners Corporation, which consent may be refused or granted on certain conditions by the Owners Corporation at its absolute discretion.
- 2.3.4 Wash, clean or carry out repairs on any vehicle on the common property.
- 2.3.5 When driving through common property fail to operate headlights and proceed at a safe speed limit (<5kmh).
- 2.3.6 Fail to observe any parking directions given orally by the Building Manager or published on signs;
- 2.3.7 Permit oil or similar types of materials to leak from any motor vehicle, trailer or motor cycle onto common property or their designated space and must reimburse the Owner Corporation for the cost of cleaning or removing any leak;
- 2.3.8 Leave any bicycle that is not securely locked and is stored in the designated areas or as directed by the Building Managers, or leave any bike gear with the bike.
- 2.3.9 Store goods nor otherwise obstruct access to common property at the back of each car park lot;

2.4 Damage to common property

- 2.4.1 An Owner or Occupier of a lot must not damage or alter the common property.
- 2.4.2 An Owner or Occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the Owners Corporation.
- 2.4.3 An approval under 2.4.1 or 2.4.2 may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

2.5 Interference

Without the written authority of the Owners Corporation, an Owner-occupier or guest must not:

- 2.5.1 Interfere with any plant and equipment installed on the common property
- 2.5.2 Remove any article, plant or equipment from the common property.
- 2.5.3 Install or modify any air conditioning, heating ventilation system or associated ducting servicing their lot without the prior written consent of the Owners Corporation.

- 2.5.4 Enter any plant room.
- 2.5.5 Modify any intercom, security equipment, television aerial or communication system (except telephone connections) servicing their lot.
- 2.5.6 Replace any floor coverings which will create undue noise to adjoining Owners or Occupiers.
- 2.5.7 Use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.
- 2.5.8 Interfere with or obstruct the Building Manager or other contractors from performing their duties.

2.6 Defects

- 2.7.1 An Owner or Occupier of a lot must immediately notify the Owners Corporation, its Building Managers or representative of the Building Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

3. Lots

3.1 Change of use of lots

- 3.1.1 An Owner or Occupier of a lot must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the lot in a way that will affect the insurance premiums for the Owners Corporation.

3.2 Business

- 3.2.1 The Owner or Occupier must not use that lot or any part of the common property for any trade or business or commercial purpose nor permit others to do so without the written approval by the Owners Corporation.

3.3 Parcels delivered to the property

- 3.3.1 An Owner or Occupier must not arrange for parcels weighing over 15 kilograms to be delivered to the property in their absence.
- 3.3.2 Where furniture or other “flat pack” or similar items are to be delivered the Owner or Occupier must be present and arrange delivery into their lot through the Building Manager or nominee.

3.4 Renting of a residential lot

An Owner renting a residential lot must:

- 3.4.1 Inform the Owners Corporation if there is to be an occupancy of a unit for any period less than three months;
- 3.4.2 Ensure there is no impact from their activities upon the security and general operation of the property;
- 3.4.3 Ensure there is no occupation by a greater number of occupants for the lot than it was designed to accommodate;
- 3.4.4 Ensure the Emergency Diagram with evacuation guidelines and pathways are made available or known to all in- coming tenants;
- 3.4.5 Not seek to utilise the Building Manager or nominee as a concierge service for actual or prospective tenants i.e. distribution or collection of keys or, arranging access for new Occupiers.

3.5 Renting of a car park

An Owner or Occupier renting a car park must:

- 3.5.1 Before any period commences, inform the Building Manager of the proposed rental in writing including the duration of the proposed rental and relevant contact details of the potential occupier;
- 3.5.2 Not seek to utilise the Building Manager or nominee as a concierge service for actual or prospective tenants i.e. distribution or collection of keys or arranging access for new tenants.

4. Behaviour of persons

4.1 Behaviour of owners, occupiers and invitees on common property

- 4.1.1 An Owner or Occupier must take all reasonable steps to ensure that guests of the Owner or Occupier do not behave in a manner likely to interfere unreasonably with the peaceful enjoyment of any other person entitled to use the common property.

4.2 Noise and other nuisance control

- 4.2.1 An Owner or Occupier of a lot, or a guest of an Owner or occupier, must not unreasonably create any noise or other nuisance likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

4.3 Common Decency

- 4.3.1 An Owner or Occupier when on common property or on any part of a lot so as to be visible to others must be clothed, and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another lot or a guest.

4.4 Good Behaviour

An Owner or Occupier must not:

- 4.4.1 Obstruct the lawful use of common property by any person;
- 4.4.2 Without written authority of the Owners Corporation, use noise generating equipment such as power drills, hammer drills or jack hammers in a lot.
- 4.4.3 Make or permit to be made noise from music or activity which may be heard outside a member's lot, including a balcony, and which may cause disturbance to others.
- 4.4.4 Permit persons including guests to consume illegal substances or take alcohol or glassware for use on the common property;
- 4.4.5 Smoke on or in the common property;
- 4.4.6 Dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or onto common property;
- 4.4.7 Allow children to be unaccompanied by an adult on all areas of the common property where there may be a possible danger or hazard to children;
- 4.4.8 Permit any persons including guests to use, on the common property, any skateboards, roller skates, roller blades or similar equipment;
- 4.4.9 Permit persons to feed birds on a balcony;

4.4.10 Place any item on a balcony which could become unsafe in high winds.

5. Moving

5.1 Residents intending to move furniture in or out must not:

5.1.1 Do so without notifying the Building Manager at least 48 hours prior to the proposed move and without receiving approval from the Building Manager for the day and time of the proposed move;

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

5.2.1 Permit any carriers or trades people to commence operations prior to their making contact upon arrival with the Building Manager;

5.2.2 Permit any furniture or items to access or exit the building other than as directed by the Building Manager;

5.2.3 Permit any vehicles to restrict access to the car park;

5.2.4 Conduct operations so as to unduly restrict access of other residents to the lifts, lobbies or fire escapes;

5.2.5 Place any furniture or items into a lift other than that specified by the Resident Manager and, in any event, not until protective covers have been placed in the lift by the Building Manager;

5.2.6 Permit any furniture or other items to come into contact in any way with the lift doors; or

5.2.7 Damage the common property.

5.3 The resident moving in or out of the building will be liable to the Owners Corporation for any damage caused to the property. If any amount to be paid by a resident moving in or out is not paid within 14 days of the date of moving (and that resident is not the Owner of the lot), then the Owners Corporation may recover the amount owed from the Owner of the lot.

5.4 The times residents may move into or out of a lot will be at the sole discretion of the Owners Corporation Committee or as directed by the Building Manager.

5.5 An Owner or Occupier must not move any item likely to cause damage or obstruction through common property without first notifying the Building Manager in sufficient time to enable a representative of the Building Manager to be present.

5.6 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Building Manager and the Owner or Occupier will inspect the common property through which such article is to be moved to establish its state of repair. The Owner or Occupier will be liable for any damage caused to the common property arising from the movement of the furniture or any other article.

6. Appearance

6.1 General

Without limiting any other of these rules, an Owner or Occupier must not:

6.1.1 Without prior written consent of the Owners Corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building;

6.1.2 Install bars, screens or grilles or other safety devices to the exterior of any

windows or doors of a lot without the prior written consent of the Owners Corporation;

- 6.1.3 Operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;
- 6.1.4 Without the prior written consent of the Owners Corporation attach to or hang from the exterior of the lot any aerial or any security device or wires;
- 6.1.5 Install or operate any intruder alarm which emits an audible signal without the prior written approval of the Owners Corporation;
- 6.1.6 Place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the lot or common property including front door to the apartment;
- 6.1.7 Allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- 6.1.8 Install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building without the prior written approval of the Owners Corporation;
- 6.1.9 Install any air conditioning unit in a lot other than in a place nominated by the Owners Corporation;
- 6.1.10 Install any pipes, wiring, cables, lighting or the like to the external face of the Building; or
- 6.1.11 Place any washing, towel or other article on a lot so as to be visible from the common property.

6.2 Signs, blinds and awnings

An Owner or Occupier must not without the prior written consent of the Owners Corporation:

- 6.2.1 Erect or affix any sign or notice to any part of the common property.
- 6.2.2 Install or permit the installation of any window coverings that are viewable from outside the building which is inconsistent with the appearance of other lots.

6.3 Painting and finishing's

- 6.3.1 An Owner or Occupier must not paint, finish, extend or otherwise alter the external facade or appearance of the Building or any feature forming part of the common property.

7. Owners Corporation and enforcement of rules

7.1 Insurance

- 7.1.1 An Owner or Occupier must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation. This requirement includes changes to the existing use of the lot that results in the lot being used for commercial or industrial purposes rather than residential purposes.

7.2 Owners Corporation consent

7.2.1 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 Owner or Occupier to which the consent or approval relates is responsible for compliance with the terms of the consent.

7.3 Compliance

7.3.1 An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the building.

7.3.2 An Owner which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

7.3.3 An Owner or Occupier must at the Owner's or Occupier's own expense promptly comply with all rules and laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.

7.3.4 An Owner or Occupier must not use the lot for any purpose that may be illegal or injurious to the reputation of The Wills or which may cause a nuisance or hazard to any other Owner or Occupier of a lot or their representatives or invitees.

7.3.5 Any breach of a rule or regulation will entitle the Owners Corporation to issue proceedings and/or impose such fine or penalty as deemed appropriate from time to time as advised to Owners and Occupiers

7.3.6 The Owner or Occupier shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that Owner or Occupier or their respective tenants, licensees, agents or invitees.

7.3.7 The Owner or Occupier shall on demand pay all costs including legal costs of the Owners Corporation incurred by the Owners Corporation as a result of any breach of any rule.

7.3.8 The Owner or Occupier of each lot shall (jointly and severally) indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and/or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Owner or Occupier (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of an Owner not owning any particular lot anymore or an occupier not occupying any lot anymore.

7.4 Charges for after-hours emergency call-out

7.4.1 The Owner or Occupier responsible for an emergency incident or event that requires an after-hours attendance by the Resident Manager or security provider shall on demand pay all costs of the Owners Corporation incurred by such after-hours emergency call-out.

8. Building and construction

The rules in this section provide the basis for the processes specified in the “Renovation Guidelines” documents available from the Owners Corporation.

8.1 No building works without Owners Corporation Consent:

- 8.1.1 An Owner or Occupier must get Owners Corporation consent before they may do any building works relating to the lot or the Services (for example, demolishing walls or altering the interior design of a lot).
- 8.1.2 The Owners Corporation does not allow any building works that would increase the number of rooms from the original design or create any other additional sleeping spaces of a lot.

8.2 The process for building works:

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

- 8.2.1 Gain the prior consent in writing of the Owners Corporation:
 - 8.2.2 Give the Owners Corporation copies of all detailed drawings and other specifications of the proposed building works;
 - 8.2.3 Ensure that the person responsible for the building works meets with the Building Manager or Representative to establish the requirements and directions of the Owners Corporation prior to the commencement of the works.
 - 8.2.4 An Owner, an Owners Representative or an Occupier, must follow all processes in the “Renovation Guidelines”. (Copies available from the Owners Corporation Manager).
- 8.3 Restrictions on building works
- The Owner or Occupier must make sure that they and their agents and contractors doing the building works comply with these restrictions:
- 8.3.1 No building works are to commence without the written approval of the Owners Corporation;
 - 8.3.2 No building materials may be stacked or stored outside their lot or on Common Property;
 - 8.3.3 The timing of Building works and the transport of building materials in the Lift must be approved by the Building Manager;
 - 8.3.4 The exterior of any building on the lot and the Common Property must be clean and in a safe state at all times;
 - 8.3.5 Construction vehicles and construction worker’s vehicles must not be parked on the Common Property;
 - 8.3.6 The method of building operations, means of access, and use of Common Property must comply with the reasonable directions of the Owners Corporation and the Building Manager;
 - 8.3.7 Access to other lots or to 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 at the direction of the Building Manager.
 - 8.3.8 The Builder will clean and remove any dirt, debris or other rubbish resulting

from the building works;

8.3.9 Rubbish is to be removed without recourse to the bins and skips provided by the Owners Corporation;

8.4 Damage to Common Property

An Owner or Occupier must immediately

8.4.1 Repair any damage to the Common Property and Services caused by the building works under the supervision of the Building Manager;

8.5 The Owner must pay Owners Corporation costs

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

9. Services

9.1 The water closets, conveniences and other apparatus including waste pipes, drains and garbage chutes shall not be used for any purpose other than those which they were constructed, and unsuitable substances shall not be deposited therein.

9.1.2 Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the lot Owner or Occupier causing the damage or blockage.

10. Swimming Pool & Gym Area

10.1. **An Owner or Occupier must not:**

10.1.1 Leave children unattended in this area at any time;

10.1.2 Encourage non-residents to use the pool or gym except while they are themselves physically present, noting also that the commercial owners, guests or employees of Lots T101 and C101 have no right of use of these facilities;.

10.1.3 Use the swimming pool except between the hours of 6:00 am and 10.00 pm inclusive (or such hours as the Owners Corporation approves from time to time);

10.1.4 Hold parties, prepare food, drink, eat or smoke in the area;

10.1.5 Use the swimming pool in a manner contrary to the guidelines set by the Owners Corporations Committee of Management;

10.1.6 Use any audible musical sound other than the installed televisions in the gymnasium.

10.2 **An Owner or Occupier must:**

10.2.1 Observe and abide by all signage;

10.2.2 Provide and use sweat towels;

- 10.2.3 Wipe down all gym equipment after use;
- 10.2.4 Leave gym equipment tidy and in the appropriate storage areas after use;
- 10.2.5 In the interest of hygiene, shower before entering the pool, spa or sauna.

11. Animals

11.1 An Owner or Occupier must:

- 11.1.1 Obtain written permission from the Owners Corporation to keep a pet;
- 11.1.2 Make sure animals are properly restrained and kept on a leash or carried in a cage at all times when on Common property.
- 11.1.3 Not allow an animal to defecate or urinate on Common Property.
- 11.1.4 Arrange for the removal of the animal from their lot or the Common Property after the Owner or Occupier is requested to do so by the Owners Corporation on the basis that the Owners Corporation has resolved that the animal is causing a nuisance or danger.

12. Dispute resolution

- 12.1 The grievance procedure set out in this rule applies to disputes involving a Lot Owner, Manager, an Occupier or the Owners Corporation
- 12.2 The party making the complaint must prepare a written statement in the approved form.
- 12.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant. The grievance committee will be the Wills committee unless otherwise resolved.
- 12.4 If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 12.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 12.6 A party to the dispute may appoint a person to act or appear on their behalf at the meeting.
- 12.7 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporation Act 2006*.

This process is separate from and does not limit any further action under Part 10 of the *Owners Corporation Act 2006*.

Attachment “A” - Dictionary

1 DEFINITIONS & INTERPRETATION:

Definitions:

In these rules unless the context indicates a contrary intention:

“**Act**” means the *Owners Corporations Act 2006* (Vic);

“**Building**” means the building constructed on the Land;

“**Building Manager**” means a company and its representatives appointed to manage the day to day operational requirements of the Building including the Resident Manager;

“**Common Property**” means land shown as common property on a plan of subdivision or a plan of strata or cluster subdivision;

“**Governmental Agency**” means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

“**Land**” means the whole of the land described in the Plan;

“**Lot**” means a ratable property such as an apartment, car park or business premises;

“**Manager**” means the person for the time being appointed by the Owners Corporation as its Owners Corporation Manager or if no person is for the time being appointed, the secretary of the Owners Corporation;

“**Plan**” means plan of subdivision No PS 444154U

“**Owner**” means an Owner of a lot and “**Occupier**” means the occupier from time to time of a lot;

“**Property**” means The Wills as described in subdivision No PS 444154U

“**Security Key**” means a key, magnetic card or other security device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

Interpretation:

In these rules unless the context indicates a contrary intention:

- Headings are for convenience only and shall not affect interpretation,
- Words denoting any gender shall include all genders,
- An expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,
- A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
- A reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification or re-enactment thereof or any replacement legislation,
- A reference to a Owners Corporation includes any elected committee of the Owners Corporation,
- A reference to a corporation means and includes its liquidators, receivers, administrators and controllers