

CITY CONDOS – 416 St Kilda Road, Melbourne

Body Corporate Plan No- 416159S

SPECIAL RULES UNDER REGULATION 407 OF THE SUBDIVISION (BODY CORPORATE) REGULATIONS 1989.

Interim rules to be formally ratified by a Special General Meeting of the Body Corporate.

At any and all places in these rules where it refers to the Body Corporate it may also mean a Committee of Management or a Managing Agent that have been duly appointed and delegated by the Body Corporate to assume certain powers and duties of the Body Corporate and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other Member or occupant of his Lot or the Common Property would be unreasonably prejudiced or affected thereby.

1. Interpretation/Definitions:

"Act" means Subdivision Act 1988.

"Body Corporate" means Body Corporate Plan No 416519S.

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision.

"Development" means all the land and improvements comprised in Plan of Subdivision No. PS 416159S and known as "City Condos" at 416 St Kilda Road, Melbourne.

"Lot or Lots" means a lot or lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member or tenant.

"Plan of Subdivision" means Plan of Subdivision No PS 416159S.

"Proprietor" means a Member of the Body Corporate.

"Regulations" means the Subdivision (Body Corporate) Regulations 1989.

2. Use:

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

- (a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or occupants of Lots or their families or visitors.

(b) use or permit a Lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier.

(c) use any of the common area recreational facilities for any purpose other than specified by the Body Corporate and all such use shall be in a thoughtful manner and with due and proper care and in accordance with posted regulations.

(d) use or occupy any Lot or Lots or any part thereof as a shop or other place for carrying on any trade or business.

(e) use or occupy any Lot or Lots for a use or in a manner that would contravene any planning regulations, requirements or restrictions placed on the **Plan of Subdivision**.

(f) permit smoking in any of the Common Property.

Serviced Apartments:

A Member shall not be prevented from using or leasing the Member's Lot for use as a serviced apartment and any other rules shall be construed and read accordingly.

3. Vehicles, Driveways, and Car Parking Areas:

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

(a) drive or operate any motor vehicle on any internal road surface in excess of 10kph.

(b) park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purpose by the Body Corporate.

(c) permit bicycling, roller blading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the Common Property.

(d) use any car park space otherwise than for the purpose of parking any motor vehicle or motor cycle or 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, be performed on any vehicle so parked.

(e) park, either for short or long term time periods, any Occupier's vehicle in any car park space, driveway, except in the space or spaces as delineated on title as belonging to each individual Lot.

(f) interfere with the operation, function or control of the electronic vehicular gates.

(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 an Occupier's respective Lot.

(h) wash any vehicle in any area or car park space or any Common Property whatsoever.

(i) allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil,

grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Body Corporate.

- (j) allow any visitor, invitee or guest to park in any area of the car park.
- (k) use any car park space without displaying a valid resident parking permit and following any regulations posted by the Body Corporate from time to time.

4. Noise:

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

(a) create upon the Members Lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property, in particular:

(i) not to hold or permit to be held any social gathering in his or her Lot which is likely to cause any such noise as set out above; and

(ii) not permit any piano or other musical instrument to be practiced or played upon, or any avoidable noise to be made, in his or her Lot between the hours of 10:00 p.m. and 8:00 a.m.; and

(iii) not to hold any social gathering or create any noise likely to be objected to in the common areas or on balconies or patios between the hours of 10:00 p.m. and 8:00 a.m.; and

(iv) not allow radios, radiograms, television sets, stereos, CD players or the like to cause any such noise as set out above.

(b) create any noise in a Lot on any area of Common Property and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her Lot and also such further steps as may be within his or her power to effect.

(c) allow guests to leave or Members or Occupiers to leave or return to a Lot after 10:00 p.m. without making sure they do so in a quiet and orderly manner as to not cause an annoyance or disturbance to any other Members or Occupiers.

5. Animals:

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

(a) keep any animal on a Lot affected by the Body Corporate or the Common Property with out prior approval in writing of the Body Corporate.

(b) keep any animal on a Lot affected by the Body Corporate or the Common Property after being given notice by the Body Corporate to remove such animal after the Body Corporate has resolved that the animal is causing a nuisance.

(c) keep any animal on any balcony, patio or garden area except when accompanied by the Occupier and then not in a manner to cause a nuisance to any other Occupier.

(d) exercise any animals on Common Property or allow any animal to roam freely on Common Property .

- (e) Allow any animal excrement or animal debris to build up run-off or affect in any unclean, unsafe or unhygienic manner any Common Property Lot or part thereof.

6. Signage:

A Member must not, and must ensure that the Occupier of a Member's Lot does not display any placard advertisement or sign on the Common Property or their Lot for any reason or purpose whatsoever.

7. Balconies, Patios, Garden Areas and Any Exterior Building Surfaces and external appearance:

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

- (a) hang clothes, store bicycles or other articles on the balconies, patios garden areas or exteriors of any Lot or on any Common Property except in specific areas if any designated for that purpose by the Body Corporate.
- (b) store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Body Corporate.
- (c) install any insect screen, awning, external blind, security door, or any other exterior fixture or fitting without first having obtained written permission to do so from the Body Corporate and provided that said permission complies with the standards established by the Body Corporate.
- (d) keep any plants, planter boxes or pots on any balcony, patio or garden area that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of their Lots by the Occupiers of those Lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other Lots.
- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or garden area without having first obtained the written consent of the Body Corporate and building regulations or planning laws.
- (f) construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Body Corporate.
- (g) hang curtains visible from outside the Lot unless those curtains have a backing of off-white or cream colour without the prior written approval of the Body Corporate. A Member shall not install, any window tinting without having the colour and design approved by the Body Corporate.
- (h) allow any article to be thrown, drop or fall from any balcony at any time and make good any damage to any other Lot or Common Property as a result of any article leaving any balcony for any reason whatsoever.
- (i) install any airconditioner or any air-conditioning equipment on or within the Member's Lot without the prior written approval of the Body Corporate as to the location size colour and appearance of such and subject to the equipment and its operation conforming to any laws, bylaws and regulations.

8. Common Property Facilities:

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

- (a) breach any rules & regulations pertaining to each common facility and not remove any item, equipment or other such things that are and shall remain the property of the Body Corporate from any facility for any reason whatsoever.
- (b) use the Gymnasium without observing the following :
 - (i) children below the age of 12 years are not permitted in the gymnasium
 - (ii) hours of use are 6:00am to 10:00pm.
 - (iii) use the gymnasium equipment in accordance with the rules set out from time to time by the Body Corporate and with due care and in accordance with the manufacturers instructions and shall (and hereby agrees to) indemnify and release the Body Corporate against and from all claims for damage and injury arising from such use.
 - (iv) restrict use to residents only, not permit visitors and guests to use the gymnasium.
 - (v) radio volumes to be kept at a reasonable level, lowered if asked.
 - (vi) no food, smoking or beverages in glass containers allowed in this area.
- (c) use the Swimming Pool without observing the following:
 - (i) children below the age of 12 years must be accompanied and supervised by an adult at all times.
 - (ii) hours of use are 6:00am to 10.00 p.m.
 - (iii) no food, alcoholic or other beverages, smoking, glass containers or receptacles of any kind are permitted in the area.
 - (iv) only swimwear attire is allowed, topless and nude bathing prohibited.
 - (v) restrict use to residents only, not permit visitors and guests to use the facilities.
 - (vi) diving, running, horseplay and the like are strictly prohibited in the pool areas.
- (d) use the Tennis Court without observing the following:
 - (i) children under the age of 12 years must be accompanied by an adult.
 - (ii) hours of use are 8 a.m. to dusk.
 - (iii) guests and visitors must be accompanied by an Occupier at all times and limited to four (4) per unit.
 - (iv) no food, smoking, glass, or breakable objects permitted within this area
 - (v) bookings are required at all times to be registered in the bookings book located in the gym and are to be limited to seven (7) days in advance, no block bookings allowed, all bookings must contain unit number as well as resident name, bookings accepted for a maximum period of one (1) hour,
 - (vi) no other games other than tennis are to be played on the tennis court.
 - (vii) appropriate white-soled tennis footwear must be worn at all times.
- (e) use the barbecue area without observing the following:
 - (i) hours of use are 8 a.m. to dusk.
 - (ii) guests and visitors must be accompanied by an Occupier at all times and limited to four (4) per unit.
 - (iii) all equipment, food and utensils must be removed after use and the barbecue cleaned.

- (f) use the Bicycle Storage area without observing the following:
 - (i) bicycles are only allowed to be stored in the area designated by the Body Corporate.
 - (ii) no claim can be made on the Body Corporate for any loss or damage of any item stored in such area.

9. Rubbish:

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

- (a) deposit household rubbish in any other receptacles or in any other part of the Common Property except inside the rubbish bins in accordance with the instructions as determined by the Body Corporate.
- (b) deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Body Corporate as separate collection receptacles for items of this nature.
- (c) throw or allow to fall or leak or permit or suffer to be thrown fall or leak any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies or in corridors. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Member or Occupier concerned.
- (d) deposit cans, bottles or cardboard in the rubbish bins or any area except in the recycling bins or area provided for such.
- (e) use the rubbish chute except in accordance with the instructions determined by the Body Corporate.

10. Damage & Repairs:

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, corridor or any other Body Corporate property located on, in or attached to the Common Property, provided further that if the Body Corporate expends money to make good damage caused by any Member or tenants, guests, servants, employees, agents, children, invitees or licensees of the Member of any of the Lots, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot at the time when the damage occurred.
- (b) fail to properly inform the Body Corporate within twenty-four (24) hours of any damage to property which may be subject of a claim against the Body Corporate building and/or public liability insurance policy.
- (c) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others that have been appointed by the Body Corporate specifically for work being undertaken.
- (d) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment, 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.

(e) commit, perform or cause any manner or any act on any Lot or Lots or on the Common Property so as to commit or cause any breach of any Act of Parliament or any regulation, permits, 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.

(f) store any inflammable liquid or chemical on any Lot or any part of the 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.

(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 expenses 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 or Occupier 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.

(h) interfere or activate any of the buildings fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency provided further that the Body Corporate may recover the cost of any charges for false alarms or making good any damage from the Occupier or Member.

11. Relocations, Deliveries, Tradesman:

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

(a) give less than twenty-four (24) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any Lot and the moving of same must be done in a manner and at the time directed by the representative of the Body Corporate provided that nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of Common Property or of property belonging to the Member or Occupier of any other Lot.

(b) damage, obstruct or interfere with the lifts, stairways, corridors or any Common Property when moving any items in or out of any Lot.

(c) arrange for tradespeople (except in emergencies) of any nature or kind to perform any works except during the hours of 8.00a.m. to 6.00p.m. Monday to Friday and there shall be no work done by tradespeople on weekends or public holidays or without the supervision and at the sole responsibility of the Member so arranging.

(d) arrange for deliveries of any kind or nature unless the Member or designee is at or on the premises to accept and arrange to accept delivery at the Members sole cost and liability.

12. Use of Lifts:

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

(a) use any lifts for any other purpose other than to gain access to his or her Lot as directed by the Body Corporate and not unless the use is in accordance

with any operating instructions of the lift supplier or regulations made by the Body Corporate with respect to the use of lifts.

- (b) hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time or use the lifts in such a manner as to interfere with the normal operation of or the other Members or Occupiers use of the lifts.
- (c) press the alarm or stop buttons except in an emergency situation or press any button other than the one representing the level that the lift is required to stop at.
- (d) use the lift for moving furniture and furnishings into or out of a unit without first having obtained the consent of the Body Corporate and then only by observing the specific instructions determined by the Body Corporate.

13. Behavior of Invitees:

A Member must not, and must ensure that the Occupier of a Member's Lot and all of their respective guests, visitors, and invitees of any kind and for any purpose whatsoever does not –

- (a) behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- (b) fail to accept liability for and compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by any such Owner, Occupier or their invitees.
- (c) fail to inform and require compliance of all Body Corporate Rules & Regulations on any Occupier (including any Occupier subject of a lease or license agreement) guests, servants, employees, agents, children, invitees, licensees or persons coming upon the Lot or the Common Property with the consent or approval (actual or implied) of such Owner or Occupier.
- (d) in order to sell any lot or lots or in order to sell any personal property or other property, allow, permit or enable a person or persons not already personally known to them, to enter the building or carpark or allow such person or persons to wander or walk through the buildings, carpark or common property, without the member or occupier or a duly appointed agent, escorting and being present with such person or persons at all times whilst they are in the building, carpark or common property.