

RULES OF OWNERS CORPORATION 1, 2 & 3
ON PLAN OF SUBDIVISION No. 545346W

THE MOSAIC

791 – 803 BOURKE STREET
83 – 91 NAVIGATION DRIVE
82-94 GEOGRAPHE STREET
DOCKLANDS, VICTORIA, 3008

TABLE OF CONTENTS

1	ACCESS TO LOTS	1
2	APPEARANCE OF A LOT	1
3	BEHAVIOUR BY MEMBERS AND OCCUPIERS.....	2
4	BUILDING WORKS.....	3
5	CAR PARKING SPACES.....	5
6	CLEANING OF A LOT	5
7	COMMERCIAL / RETAIL AREA.....	5
8	COMMON PROPERTY – DAMAGE TO	7
9	COMMON PROPERTY & STORAGE AREAS – INTERFERENCE WITH.....	7
10	COMMON PROPERTY – RESTRICTED USE OF	8
11	COMMON PROPERTY – SECURITY OF	9
12	COMMON PROPERTY – USE BY VEHICLES	9
13	COMMON PROPERTY – USE OF.....	9
14	COMPENSATION TO OWNERS CORPORATION.....	9
15	COMPLAINTS AND APPLICATIONS.....	9
16	COMPLIANCE WITH RULES BY INVITEES.....	9
17	COMPLIANCE WITH LAWS.....	10
18	CONSENT OF OWNERS CORPORATION.....	10
19	DEVELOPER ~ LEND LEASE DEVELOPMENT PTY LTD	10
20	DIRECTORY BOARD.....	11
21	DISPUTE RESOLUTION.....	11
22	FIRE CONTROL.....	12
23	HEALTH SAFETY & SECURITY	12
24	INFECTIOUS DISEASES	12
25	INSURANCE PREMIUM.....	12
26	LOTS – CHANGE OF USE OF LOTS.....	12
27	MANAGEMENT AND ADMISTRATION.....	13

28	MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS)	13
29	PAINTING, FINISHING, ETC	14
30	PETS AND ANIMALS	14
31	RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS.....	14
32	RESTRICTIONS – CONDUCTING TRADE.....	15
33	SECURITY KEYS	15
34	SIGNAGE LICENCE	15
35	SIGNS, BLINDS AND AWNINGS.....	16
36	STORAGE CAGES	16
37	STORAGE OF BICYCLES	16
38	STORAGE OF FLAMMABLE LIQUIDS	16
39	SUPPORT AND PROVISION OF SERVICES	17
40	WASTE DISPOSAL	17
41	WIND / WEATHER	18
42	USE OF APPURTENANCES.....	18

In these rules, unless the context otherwise requires:

- headings are for convenience only;
- words imparting the singular include the plural and vice versa;
- words imparting a gender include any gender
- a reference to a person includes a reference to the person's executors, administrators, successors, substitutes
- an expression imparting a natural person includes any company, partnership, joint venture, association or other owners corporation and any governmental authority; and
- a reference to a thing includes part of that thing.

DEFINITIONS

- (a) "Act" means the Subdivision Act 1988;
- (b) "Additional Rules" means any rules made by the body corporate under Regulation 220;
- (c) "owners corporation" means a owners corporation that is incorporated by registration of a plan of subdivision or a plan of strata or cluster subdivision;
- (d) "Building" includes a structure and part of a building or a structure, walls, out-buildings, service installations and other appurtenances or a building;
- (e) "Committee" means a committee of the owners corporation appointed in accordance with the Regulations;
- (f) "Common Property" means the common property referred to on plan of subdivision No. 545346W;
- (g) "Development" means the development of the land situated at
791 – 803 Bourke Street,
83 – 91 Navigation Drive,
82-94 Geographe Street
Victoria Harbour, Melbourne Docklands;
- (h) "Land" includes buildings and airspace; being the whole of the land described in the plan of subdivision;
- (i) "Land affected by the owners corporation" means the lots of which the owners for the time being are the members of the owners corporation, together with the common property for which the owners corporation is responsible;
- (j) "Lot" means a part of any land (except a road, a reserve or common property) shown on a plan which can be disposed of separately and includes a lot or accessory lot on a registered plan of strata subdivision and a lot or accessory lot on a registered cluster plan;
- (k) "Manager" means the Company for the time being appointed by the owners corporation as its manager and a reference in these rules to the owners corporation shall, where there is such a manager, be construed as a reference to that manager unless the context otherwise requires;

- (l) "Member" means owner of a lot affected by the owners corporation;
- (m) "Occupier" means any tenant, licensee or other person or persons occupying the lot;
- (n) "Plan" or "Plan of Subdivision" means plan of subdivision for the development; being P.S. No. 545346W;
- (o) "Regulations" means the Subdivision (Body Corporate) Regulations 2001;
- (p) "Rules" means the standard rules, any additional rules and model rules of the owners corporation;
- (q) "Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.

OBLIGATIONS & RESTRICTIONS

The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the owners corporation from time to time, and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

Without limiting the foregoing, these rules shall be read subject to the rights of Lend Lease Development Pty Ltd ACN (000 311 277) and its related companies and their respective consultants, employees and agents to conduct marketing activities on the common property until all of the lots on the plan of subdivision are sold, including (without limitation):

- (i) allowing invitees to have access to the common property in the company of an agent or representative acting on behalf of Lend Lease Development Pty Ltd; and
- (ii) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the common property; and
- (iii) allowing Lend Lease Development Pty Ltd representatives and their invitees to conduct selling activities from a lot, if not sold prior to completion, which will serve as a display lot.

NOTE:

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be struck down and shall have no further force and effect, HOWEVER all remaining Rules or part thereof capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

1 ACCESS TO LOTS

Except in the case of an emergency (in which case no notice shall be required) upon five (5) days notice in writing the owners corporation or the manager and their servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot Member in cases where such leakage or defect is due to any act or default of the Lot Member or its invitees). The owners corporation and the manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Lot Member as is reasonable in the circumstances.

2 APPEARANCE OF A LOT

2.1 Without limiting any of these rules a member or occupier of a lot must not:

- (a) Hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot.
- (b) 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.
- (c) 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.
- (d) Install or operate any intruder alarm which emits an audible signal.
- (e) 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.
- (f) Install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the building; (with the exception or the license granted to Lend Lease Development Pty Ltd).
- (g) Install any air conditioning unit in a lot other than in a place nominated by the owners corporation.
- (h) Install any pipes, wiring, cables or the like to the external face of the building.

2.2 A member or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony, terrace or garden area forming part of the lot without the prior consent of the owners corporation (the owners corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the development or if it interferes with the views or use and quiet enjoyment of another lot;).

2.3 A member or occupier of a lot must not allow any balcony, terrace or garden area which forms part of any lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure minimal disturbance to other members and occupiers.

2.4 A member or occupier of a lot must not allow any items to be bolted down on the balcony / terrace floor areas.

- 2.5 A member or occupier of a lot must not 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.

3 BEHAVIOUR BY MEMBERS AND OCCUPIERS

- 3.1 A member or occupier of a lot must not:
- (a) create or permit any noise or behaviour in a manner likely to interfere with the quiet enjoyment of the member or occupier of another lot or of any person lawfully using common property; or
 - (b) obstruct the lawful use of common property by any person; or
 - (c) without limiting the generality of the foregoing, use of machinery, hammer drills or jack hammers in a lot between the hours of 2pm and 10am on weekdays or on weekends at all; or
 - (d) make or permit to be made any undue noise in or about the common property or any lot affected by the owners corporation; or
 - (e) make or permit to be made noise from music or other appliances which may be heard outside the lot between the hours of midnight and 8.00am; or
 - (f) use gymnasium equipment such as walking/running machines, weight stations, dumbbells etc. inside their lot between the hours of 10.00pm and 7.00am; or
 - (g) allow the entry door or any other external door (other than a sliding door to a balcony) of any lot to be physically restrained from closing in any way; or
 - (h) permit any bicycle to be stored on balconies. (Bicycles may only be stored in areas of the common property as designated by the owners corporation or its manager for such purpose).
- 3.2 A member or occupier of a lot when on common property or if on any part of a lot so as to be visible from another lot or from common property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the member or occupier of another lot or to any person lawfully using common property.
- 3.3 A member or occupier of a lot must not smoke on common property areas; being the corridors, floor landings, foyers, lifts, stairwells and other recreational areas and carpark forming part of the common property or such other parts of the common property as the owners corporation or its manager may designate from time to time.
- 3.4 A member or occupier of a lot must not use or permit to be used in or on the common property, skateboards, scooters, rollers skates or roller blades.
- 3.5 A member or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property. i.e. lifts, foyer areas , gardens, etc..
- 3.6 A member or occupier of a lot must not consume food, alcohol or other beverages on common property areas, i.e. lifts, foyer areas, gardens, etc.
- 3.7 A member or occupier of a lot must not, nor permit disposal of any rubbish including cigarette butts or cigarette ash on to the common property or over their balconies.

4 BUILDING WORKS

4.1 A member or occupier of a lot must not undertake any building works within or about or relating to a lot except in accordance with the following requirements:

- (a) The member or occupier of a lot must enter into a 'Building Works Agreement' with the owners corporation; this agreement detailing the conditions to apply with respect to the works to be undertaken i.e. adherence to the Rules of the owners corporation, dilapidation survey (inspection of area prior to commencement and also at completion of works), accepted hours for works to be undertaken, working access and also materials access, use of lifts, indemnifying the owners corporation against damage, possible claims etc which may arise as a result of works undertaken, bond payable etc.;
- (b) such building works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the manager, and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
- (c) the member or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other members or occupiers.

4.2 The member or occupier of a lot must not proceed with any such works until the member or occupier:

- (a) submits to the owners corporation plans and specifications of any works proposed which affect the external appearance of the building or any of the common property, or which affect the building structure or services or the fire or acoustic ratings of any component of the building;
- (b) supplies to the owners corporation such further particulars of those proposed works as the owners corporation may request, and as shall be reasonable to enable the owners corporation and its consultants to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building, and do not endanger the building and are compatible with the overall services to the building and the individual floors;
- (c) receives written approval for those works from the owners corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the owners corporation (which cost may include the costs of a building practitioner and / or consultants engaged by the owners corporation to consider such plans and specifications) are borne by the member or occupier and such approval shall not be effective until such costs have been paid;
- (d) the member or occupier pays such reasonable costs as per clause (c) above to the owners corporation;
- (e) the member or occupier pays the nominated Bond as determined by the owners corporation Committee.

- 4.3 The member or occupier of a lot must ensure that the member or occupier and the member's or occupier's servants, agents and contractors undertaking such works, comply with the proper and reasonable directions of the owners corporation concerning the method of building operations, means of access, use of the common property, on-site management and building protection and hours of work (and that the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot, unless the owners corporation gives written consent to do so) and that such servants, agents and contractors are supervised in the carrying out of such works, so as to minimise any damage to or dirtying of the common property and the services therein.
- 4.4 Without limiting the generality of rule 4.3 the member or occupier of a lot must ensure that the member or occupier and the member's or occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored in the front side or rear of the building;
 - (b) scaffolding must not be erected on the common property or the exterior of the building;
 - (c) construction work must comply with all laws of the relevant Government Agencies;
 - (d) the exterior and the common property of the building must at all times be maintained in a clean tidy and safe state;
 - (e) construction vehicles and construction workers' vehicles must not be brought into, or parked in or on the common property.
- 4.5 Before any of the member or occupiers works commence the member or occupier must:
- (a) cause to be effected and maintained during the period of the building works, contractor's All Risk & Public Liability insurance policies to the satisfaction of the owners corporation;
 - (b) deliver a copy of the policies and certificates of currency in respect of the policies to the owners corporation.
- 4.6 Access shall not be available to other lots on the Plan or common property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the member of the relevant lot or of the owners corporation in the case of the common property.
- 4.7 The member or occupier of a lot shall immediately make good all damage to, and dirtying of, the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the member or occupier fails to immediately do so, the owners corporation may in its absolute discretion (or if the member or occupier fails to do so within a reasonable period of time must) make good the damage and dirtying and in that event the member or occupier shall indemnify and keep indemnified the owners corporation against any costs or liabilities incurred by the owners corporation in so making good the damage or dirtying.

4.8 The member or occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and or fixtures, fittings and finishes resulting from such works or (at the owners corporation's election) reimburse to the owners corporation the cost incurred or to be incurred by the owners corporation in making good any such damage.

4.9 The member or occupier of a lot shall not employ contractors to carry out work on any services to the building or the lot, other than contractors approved by the owners corporation.

5 CAR PARKING SPACES

5.1 Other than the tandem car spaces, a member or occupier of a lot must not use a car space for any purpose other than for parking of vehicles without first obtaining the written approval of the owners corporation.

5.2 A member or occupier of a lot must not reverse in or out of the development at any time.

5.3 A member or occupier of a lot must not in any way obstruct any of the access aisles in the carpark.

6 CLEANING OF A LOT

6.1 A member or occupier of a lot must keep that lot clean and in good repair.

6.2 A member or occupier of a lot must keep all internal or external gardens and balconies which form part of the lot, clean, tidy and well maintained.

6.3 A member or occupier of a lot must ensure their car parking space(s) and nearby common property areas are free of oil and like substances etc. The owners corporation reserves its right to clean any area and charge the member or occupier for the cost incurred. The owners corporation will give fourteen (14) days notice of its intention to do such cleaning.

6.4 A member or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the member or occupier safely or at all.

7 COMMERCIAL / RETAIL AREA

7.1 Without limiting any other rule, the member or occupier of any lot used as a restaurant, café or for other retail or commercial purposes must:

- (a) ensure their bins are taken out on each garbage collection day to the bin collection area nominated by the owners corporation, and ensure the bins are brought in before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;
- (b) avoid unnecessary noise when filling bins and ensure contractors pick up between 8:00am and 9:00am Monday to Saturday and between 9:00am and 10:00am on Sundays; and

- (c) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- (d) ensure all cardboard and paper waste is cut up or folded and neatly placed in recycling area located in the refuse room in the basement;
- (e) store all bins, bottles, cardboard/paper and any other refuse within the relevant lot (but not any car park forming part of that lot) and must not store bins, bottles, cardboard/paper or any other refuse on common property except when this is the bin collection and recycling areas nominated by the owners corporation;
- (f) ensure that any perishable rubbish is refrigerated and hidden from view;
- (g) wash bins only within the lot, excluding car spaces;
- (h) comply with all health, noise and other regulations in carrying on the business from the lot;
- (i) ensure that any mechanical fluing is charcoal filtered or equivalent;
- (j) restrict all deliveries to occur only between 8.00am and 6:00pm daily;
- (k) not permit electronic gaming machines;
- (l) eliminate any odours that emanate from the lot;
- (m) properly filter all vapour so that all oil particles are removed prior to exhausting to ensure the filtered air contains no residual burnt or cooked oil smell to the surrounding lots or common property areas;
- (n) ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure Building Code of Australia is achieved;
- (o) not operate, (nor allow access to the lot for cleaning) outside the hours of 6:30am to 11pm Monday to Thursday; 6:30am to 12:00 midnight Friday; 7:00am to 12:00 midnight Saturday; and 8:00am to 11:00pm Sunday, unless otherwise entitled to as a matter of law;
- (p) install and maintain grease traps at their cost;
- (q) comply with these Rules.

7.2 The member or occupier of a retail/commercial lot must not use that lot for any trade or business nor permit others to do so unless:

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

- 7.3 Nothing herein shall prevent or prohibit any retail or commercial lot from carrying on its reasonable business operations or the Proprietor or occupier of that lot of applying for, and obtaining, any Planning Permit, Liquor Licence, or any retail or commercial Legislative consent or permit which the member or occupier of any retail or commercial lot may require, provided that all times the member or occupier of any such retail or commercial lot:
- (a) operates lawfully;
 - (b) obtains each and every permit, Liquor Licence or other consent required; and
 - (c) operates within the terms of any such Liquor Licence, permit or consent.
- 7.4 The licensees of any retail or commercial area will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times.
- 7.5 The owners corporation agrees not to do any such act, which may hinder or prevent such retail or commercial lot from conducting its business subject to the relevant lot's obligation to the owners corporation.
- 7.6 The owners corporation will not hinder access to the retail premises except when they are required to undertake routine maintenance of these areas.

8 COMMON PROPERTY – DAMAGE TO

- 8.1 A member or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing from the owners corporation. This rule does not prevent a member or person authorised by the member from installing any locking device for protection of the lot against intruders and complying with any stipulations of the manager from time to time.
- 8.2 A member or occupier of a lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the owners corporation's insurance policy. Any additional security device(s) installed post completion must be approved by the owners corporation.
- 8.3 A member or occupier must promptly notify the manager or building manager on becoming aware of any damage to or defect in the common property or any personal property vested in the owners corporation.
- 8.4 A member or occupier of a lot shall compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that member or occupier or their respective tenants, licensees or invitees.

9 COMMON PROPERTY & STORAGE AREAS – INTERFERENCE WITH

- 9.1 A member or occupier of a lot must not, without the prior written consent of the owners corporation, remove any article from the common property placed there by direction or authority of the owners corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 9.2 A member or occupier of a lot must not, without the written authority of the owners corporation or its manager, interfere with the operation of any equipment installed on the common property.

- 9.3 A member or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting, or any other building service servicing that lot without the prior written consent of the owners corporation.
- 9.4 A member or occupier of a lot must not install covering to any storage areas without the prior written consent of the owners corporation. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the owners corporation.
- 9.5 A member or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the owners corporation.
- 9.6 A member or occupier of a lot must not enter into or permit any person to enter into any plant room, machine housing or the waste disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, board control, communication system (except telephone connections), electricity, gas or heating or cooling controls in or on the common property without the consent of the owners corporation.
- 9.7 A member or occupier of a lot must not 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.
- 9.8 A member or occupier of a lot must not operate, or permit to be operated, on the lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the common property, another lot or another part of the building.

10 COMMON PROPERTY – RESTRICTED USE OF

- 10.1 The owners corporation may take measures to ensure the security and to preserve the safety of the common property and the lots affected by the owners corporation from fire or other hazards and without limitation may:
- (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by members or occupiers of any part of the common property; and
 - (b) permit, to the exclusion of members and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and
 - (c) restrict by means of key or other security device the access of members or occupiers; and
 - (d) restrict by means of key or other security device the access of the members or occupiers of one level of the lots to any other level of the lots; and
 - (e) cancel any security card or key issued where a member is in arrears in payment of owners corporation Levies in excess of 2 quarters.
- 10.2 A member or occupier of a lot must abide by any actions taken by the owners corporation in accordance with Rule 10.1.

11 COMMON PROPERTY – SECURITY OF

- 11.1 A member or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.
- 11.2 A member or occupier of a lot must not allow persons to follow them through the security doors or car-park to the property or into the garden areas.

12 COMMON PROPERTY – USE BY VEHICLES

- 12.1 A member or occupier of a lot must not park or leave a vehicle or permit a vehicle to be parked or left on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in a parking area specified for such purpose by the owners corporation.
- 12.2 A member or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the owners corporation. The owners corporation reserves the right to remove offending vehicles, trailer or motor cycles.
- 12.3 A member or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot and must reimburse the owners corporation for the cost of cleaning and removing any oil stains to the garage or other part of the common property.

13 COMMON PROPERTY – USE OF

- 13.1 A member or occupier of a lot must not use or permit a lot affected by the owners corporation 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.
- 13.2 A member or occupier of a lot must not use the common property or permit the common property to be used in a manner as to unreasonably interfere with or prevent its use by other members or occupiers of lots or their families or visitors.

14 COMPENSATION TO OWNERS CORPORATION

The member or occupier of a lot shall compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that member or occupier or their respective tenants, licensees or invitees.

15 COMPLAINTS AND APPLICATIONS

Any complaint or application to the owners corporation must be addressed in writing to the manager, or where there is no manager, the secretary of the owners corporation.

16 COMPLIANCE WITH RULES BY INVITEES

- 16.1 A member or occupier of a lot must take all reasonable steps to ensure the invitees of the member or occupier comply with these rules.
- 16.2 A member of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

- 16.3 A member or occupier of a lot must ensure that contractors/tradesmen as appointed by them only use the area specifically designated by the owners corporation for entry and exit to the building.

17 COMPLIANCE WITH LAWS

- 17.1 A member or occupier of a lot must, at the member's or occupier's expense, promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 17.2 A member or occupier of a lot must not use the lot or permit a lot affected by the owners corporation to be used for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other member or occupier of a lot or their respective invitees.
- 17.3 A member or occupier of a lot must grant to the owners corporation its servants and agents, upon the member or occupier being given 7 days prior written notice, the right of access to any balcony forming part of the lot for the purpose of maintenance of the external walls of the common property, and the cleaning of the outside of the windows and the external façade of the common property.

18 CONSENT OF OWNERS CORPORATION

A consent given by the owners corporation under these rules will, if practicable, be revocable and may be given subject to conditions, including, without limitation, a condition evidenced by a minute of a resolution that the member or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

19 DEVELOPER ~ LEND LEASE DEVELOPMENT PTY LTD

- 19.1 Notwithstanding anything to the contrary herein contained, so long as Lend Lease Development Pty Ltd and its equity partners, if any, is a member or occupier and is an owner of a lot and so long as any mortgagee or chargee of Lend Lease Development Pty Ltd has an interest in any lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against Lend Lease Development Pty Ltd or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Lend Lease Development Pty Ltd its mortgagee or chargee may be engaged in or which it may need to carry out in order to complete construction of the building and facilities comprised in the development.
- 19.2 Lend Lease Development Pty Ltd and its equity partners, if any, its mortgagees or chargees shall be and are by this rule, authorised by each and every owners corporation in the plan of subdivision to:
- (a) Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development; and
 - (b) Take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the development; and
 - (c) Exclude all and any members or occupiers from any parts of the common property as may be necessary in order to carry out any works in relation to the development; and

- (d) Erect for sale promotional advertising or other signs as Lend Lease Development Pty Ltd may require on any part of the common property; and
 - (e) Grant rights to use or access through or over the common property to third parties on such terms and conditions as Lend Lease Development Pty Ltd or its mortgagee or chargee thinks fit; and
 - (f) Limit or restrict access to certain areas of the development including areas of the common property in order to expeditiously complete the project; and
 - (g) Use whatever rights of way and/or points of egress and ingress to the development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the development in order to carry out any works.
- 19.3 The owners corporation will, within 7 days of being requested by Lend Lease Development Pty Ltd or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable Lend Lease Development Pty Ltd or its mortgagee or chargee to complete the development.

20 DIRECTORY BOARD

A member of a lot or a person, corporation or statutory body in occupation of a member's lot is entitled to require the owners corporation at the expense of the occupier to include the name of the occupier and the number of the occupier's lot on a directory board located on the common property. The size and style of the type face must be as approved in writing by the owners corporation.

21 DISPUTE RESOLUTION

- 21.1 The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- 21.2 The party making the complaint must prepare a written statement in the approved form.
- 21.3 If there is no grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- 21.4 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.
- 21.5 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.
- 21.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 21.7 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 Corporations Act 2006.
- 21.8 This process is separate from and does not limit any further action under Part 10 of the Owners Corporation Act 2006.

22 FIRE CONTROL

- 22.1 A member or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency.
- 22.2 A member or occupier of a lot must not obstruct any fire stairs or fire escape.
- 22.3 A member or occupier of a lot must not allow the fire safety equipment, e.g. smoke detectors as installed in respect to their lot, to become non-operational. The member or occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their lot; i.e. ensuring that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to smoke detectors are replaced whenever necessary.
- 22.4 To avoid False Alarm Call Outs by the Fire Brigade, a member or occupier of a lot must not:
- (a) smoke on common property, including the corridors, floor landings, foyer, lifts, stairwells and car-park or such other parts of the common property as the owners corporation or its manager may designate from time to time;
 - (b) open their apartment door leading to the lobby in non dangerous instances (such as smoke from burning toast or other food), to eliminate the resulting smoke from their lot. Only windows should be opened to allow smoke to escape in non dangerous situations;
 - (c) open the door to their lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
 - (d) utilise fire hoses except in the case of an emergency;
 - (e) leave open the entry door to their lot whilst having building works undertaken.
- Note:** In cases of negligence resulting in a False Alarm Call Out being made by the Fire Brigade, the associated costs will be charged to the member or occupier identified as being responsible.

23 HEALTH SAFETY & SECURITY

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause hazard to the health, safety and security of an owner, occupier, or user of another lot.

24 INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any lot, the member or occupier of such lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the manager and shall pay to the owners corporation the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

25 INSURANCE PREMIUM

A member or occupier of a lot 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.

26 LOTS – CHANGE OF USE OF LOTS

A member 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.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

27 MANAGEMENT AND ADMISTRATION

Metering of services and apportionment of costs of services

- (a) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (b) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (c) Subrule (2) does not apply if the concession or rebate:
 - (i) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (ii) is paid directly to the lot owner or occupier as a refund.

28 MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS)

- 28.1 A member or occupier of a lot must not move any article (including furniture and/or goods) likely to cause damage or obstruction through common property without first notifying the owners corporation or its manager in sufficient time to enable a representative of the owners corporation or the manager to be present.
- 28.2 A member or occupier of a lot may only move an article (including furniture and/or goods) likely to cause damage or obstruction through common property in accordance with directions of the owners corporation, the manager or the manager's representative.
- 28.3 Without limiting the generality of the foregoing rules, a member or occupier of the lot may only move articles (including furniture and/or goods) through the area specifically designated by the owners corporation of 'The Mosaic'.
- 28.4 A member or occupier of a lot must not move articles, furniture and/or goods in and out of the building without the approval of the owners corporation and making prior arrangements with the manager (minimum of 3 days notice must be given otherwise use of the lift will be prohibited).
- 28.5 A member or occupier of a lot must not move articles, furniture and/or goods in and out of the building outside the hours permitted by the owners corporation; permitted hours are between 9:00 am and 5:00 pm (Monday to Friday). All moves must be completed by 5:00 pm.

- 28.6 A member or occupier of a lot must not move articles, furniture and/or goods through the front entrance foyers of the buildings. Only the loading bay access as specified by the owners corporation can be utilised; this being via the carpark lift lobby / basement level. This applies to tradesmen bringing any material to or from the building. Any person who attempts to bring any furniture and/or goods through the front entrance of the building will be requested to enter through the loading bay.
- 28.7 A member or occupier of a lot must not leave any waste from moving of furniture and/or goods in any of the common property areas. Cartons and packing crates must be placed in the rubbish room or the location as specifically designated by the owners corporation for that purpose.

29 PAINTING, FINISHING, ETC

A member or occupier of a lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot.

30 PETS AND ANIMALS

- 30.1 A member or occupier of a lot must not keep any animal on the common property after being given notice by the owners corporation to remove the animal after the owners corporation has resolved that the animal is causing a nuisance.
- 30.2 A member or occupier of a lot must ensure that any animal belonging to them or in his or her control does not urinate or defecate on common property areas including the internal courtyard and landscaped garden areas.
- 30.3 A member or occupier of a lot must ensure that any animal belonging to them or in his or her control is restrained and on a leash at all times whilst on the common property.
- 30.4 If an owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the member or occupier who is keeping the animal.
- 30.5 A member or occupier of a lot who is keeping an animal that is the subject to a notice under subrule (30.4) must removal that animal.
- 30.6 Subrules (30.4) & (30.5) do not apply to an animal that assists the member or occupier with an impairment or disability.

31 RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS

The member of a lot 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 member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of owners corporation contribution fees.

32 RESTRICTIONS – CONDUCTING TRADE

- 32.1 The member or occupier of a residential lot must not use a lot or the common property for any trade, profession or business (other than letting the lot for residential accommodation for periods in excess of one month) nor permit any other person to do so, unless:
- (a) the person conducting the trade, profession or business is a full time resident of the lot and only operates a home office with a maximum of one (1) employee; and
 - (b) the relevant planning scheme does not prohibit the relevant trade, profession or business to be carried on in a lot.
- 32.2 Except for commercial/retail lots, the member or occupier of a residential lot must not use that lot or any part of the common property for any trade or business nor permit others to do so.

33 SECURITY KEYS

- 33.1 The owners corporation may charge a reasonable fee for any additional security key required by a member or occupier. If the owners corporation restricts the access of the members and occupiers under Rule 10 of these rules, the owners corporation may make the number of security keys as it determines available to members or occupiers free of charge.
- 33.2 A member or occupier of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the member or the owners corporation.
- 33.3 A member or occupier of a lot in possession of a security key must not without the owners corporation's written consent, duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another member or occupier and is not to dispose of otherwise than by returning it to the member or the owners corporation.
- 33.4 A member or occupier of a lot must promptly notify the owners corporation if a security key as issued to them is lost, stolen or destroyed.
- 33.5 The costs of replacing any Security Key, remote control or any security device which is issued to the member or occupier of a lot will be at that member's or occupier's cost.

34 SIGNAGE LICENCE

- 34.1 Notwithstanding anything else in these rules to the contrary, the owners corporation, in addition to the powers and authorities conferred on it by or under the Subdivision (Body Corporate) Regulations, has the power and authority to grant Lend Lease Development Pty Ltd the right to erect signs on the common property.
- 34.2 A member or occupier of the lot must not hinder or impede Lend Lease Development Pty Ltd from exercising its rights under any agreement entered into under this rule SIGNAGE LICENCE.

35 SIGNS, BLINDS AND AWNINGS

- 35.1 A member or occupier of a lot must not erect or fix any sign or notice for whatever purpose to any part of the common property or inside of the lot where it can be seen from any exterior position, except as required by law.
- 35.2 A member or occupier of a lot must not install or permit the installation of any awnings other than as permitted by the owners corporation.
- 35.3 A member or occupier of a lot must not, without the written consent of the owners corporation, allow the erection of any for sale or for lease boards on the common property or their lot.; the size of any for sale or for lease boards is restricted to not exceed 1200mm in length, 1200mm in height and 100mm in width.
- 35.4 A member or occupier of a lot must not install any curtains, blinds or other window furnishings on the interior of any windows forming part of any lot other than as permitted by the owners corporation.
- 35.5 Nothing in Rule 35 prohibits the member or occupier of a lot used as a restaurant, café or for other retail or commercial purposes from affixing a sign to the common property provided the sign:
- (a) is only for the purposes of identifying the business carried on from the lot and the hours of operation of the business;
 - (b) is in accordance with the specifications prescribed by any signage licence granted by the Owners Corporation;
 - (c) complies with the requirements of all relevant authorities; and
 - (d) has been approved by the owners corporation

36 STORAGE CAGES

A member or occupier of a lot must not 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.

37 STORAGE OF BICYCLES

A member or occupier of a lot must not:

- (a) permit any bicycle to be stored other than in the areas of the common property designated by the owners corporation or its manager for such purpose and fitted with bicycle racks;
- (b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property except in any area as may be designated by the owners corporation or its manager from time to time.

38 STORAGE OF FLAMMABLE LIQUIDS

A member or occupier of a lot must not:

- (a) except with the written consent of the owners corporation, use or store on the lot, or associated parking bay, or store on common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or

- (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the owners corporation or cause any premium to be increased without the prior written consent of the owners corporation.

39 SUPPORT AND PROVISION OF SERVICES

- 39.1 Except for the purposes of maintenance and renewal and with the written consent of the owners corporation, a member or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
- (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
 - (b) the structural and functional integrity of any part of the common property is impaired; or
 - (c) the passage or provision of services through the lot or the common property is interfered with.
- 39.2 A member or occupier of a lot must not install a safe greater than 20kg in a lot without the written consent of the owners corporation and before submitting to the owners corporation a structural engineering report in respect of the proposed installation.
- 39.3 A member or occupier of a lot must acknowledge that any owners corporation in the development may share amongst the members in that particular owners corporation the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that owners corporation or any common property contained therein. Where any lot is not separately metered in relation to any service, including gas, electricity and/or water, then the member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that lot by the total unit liability of all lots serviced jointly and by no other reference.

40 WASTE DISPOSAL

- 40.1 A member or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the proprietor or occupiers or users of other lots.
- 40.2 A member or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 40.3 A member or occupier of a lot must not dispose of garbage in any manner other than as specified by the owners corporation from time to time but otherwise:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the owners corporation;
 - (b) recyclable items being without limitation, paper, cardboard and plastic as from time to time nominated by the owners corporation must be stored in the area designated for the items by the owners corporation;
 - (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property;
 - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

41 WIND / WEATHER

- 41.1 A member or occupier of a lot must ensure when departing their lot that, all doors and windows are tightly closed, including the glazed screens to the terrace areas, to minimise the likelihood of risk and damage to surrounding people or property. During periods of high winds all loose items are also to be removed from balconies.
- 41.2 During periods of high winds, a member or occupier of a lot must ensure that all loose items are removed from balconies and that doors and windows are tightly closed, including the glazed screens to the terrace areas, to minimise the likelihood of risk and damage to surrounding people or property.
- 41.3 The member or occupier of the lot are advised that the terrace structures are not designed as waterproof and items left on the terrace may be subject to damage under certain circumstances.
- 41.4 The member or occupier of the lot are advised that the glazed screens / windows may under certain circumstances of high winds vibrate or generate noise

42 USE OF APPURTENANCES

A member or occupier of a lot must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the member/occupier found to be responsible for the damage or blockage.

NOTE: MODEL RULES FOR OWNERS CORPORATION

It is the intention of the owners corporation that these rules revoke and replace the model rules under the Owners Corporation Act 2006: