Notification of making, amendment or revocation of owners corporation rules

Section 142 Owners Corporation Act 2006

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Plan number	PS743082B

Supplied with this notification is:

1	The concolidated con	y of the rules of the ewner	rs corporation currently in force.
1.	THE CONSUMATER CON	V OI LIIE I LIES OI LIIE OWIIE	is corporation currently in force.

2.	If applicable, the special resolution passed on	18 April 2022

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

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An Australian Legal Profession
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For current information regarding owners corporation, please obtain an owners corporation search report

Land Victoria 2 Lonsdale Street Melbourne VIC 3000 Telephone 03 9194 0601

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Owners Corporation Rules

Owners Corporation No.1 Plan of Subdivision 743082B

'Edgewater Towers' 12 Marine Parade, St Kilda

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A. Definitions

"Act" means the Owners Corporation Act 2006 or any amended version.

"Amenities" means the areas on level 13 and ground floor, including the rooftop area and bike storage areas, which is comprised in Owners Corporation No 1.

"Building" means the building constructed on the Land.

"Building Works" has the same meaning as contained in the Building Act 1993 and the Domestic Building Contracts Act 1995 or any amended version.

"Building Management" means the person or entity (which may be a related party of the Developer or the Owners Corporation Manager) engaged by the Owners Corporation Manager to provide operation of the Building and to maintain security of the Building and if there is no Bulking Management then the Owners Corporation Manager. They may also be known as the 'Building Manager'.

"Car Park" means that part of the Building and land designated for entry and exit of Motor Vehicles to and from the Car Park Lots.

"Car Park Lot" means the car park of each Lot.

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

"Council" means the City of Port Phillip.

"Guideline" means any regulation for the effective management of the Building and administration of these Rules, as determined by the Owners Corporation from time to time.

"Invitee" means an Owner or Occupier's guests, visitors, servants, employees, agents, customers, children, licensees or any person(s) that they meet, provide access to, or otherwise invite onto, their Lot or any part of the Common Property.

Infill Specification Drawings are a specified Guideline.

"Land" means the whole of the land described in the Plan.

"land affected by an owner's corporation" means the lots the owners for the time being of which are members of the owner's corporation together with the common property for which the owners corporation is responsible.

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

"Model Rules" means the model Rules prescribed by the Owners Corporation Act 2006 from time to time.

"Motor Vehicle" means a motor vehicle with a tare weight of not more than 2 tonnes.

"Occupier" means any person lawfully occupying or in possession and can include an Owner.

"Owner" means a registered Owner.

"Owners Corporation" means Owners Corporations No 1 on Plan of Subdivision No 743082B, as represented by the Owners Corporation Committee and Owners Corporation Manager.

"Owners Corporation Committee" means the Committee elected by the Owners of the Owners Corporation in accordance with the Owners Corporation Regulations.

"Owners Corporation Manager" means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation Act 2006;

"Plan" or "Plan of Subdivision' means Plan of Subdivision No 743082B.

"Regulations" mean the Subdivision (Owners Corporation) Regulations 2001 & Owners Corporations Regulations 2007 or any amended version.

"Restricted Breed Dog" has the same meaning as under the Domestic Animals Act 1994 or any amended version.

"Rooftop" means the areas above level 12 marked on the Plan of Subdivision as Common property.

"Rules" means the rules for the Owners Corporation *as* set out in this document as amended from time to time.

"Electronic Access Pass" means a key, fob, magnetic card or other device used to open doors, gates, and locks; and 'Storage Lot" the storage cage of each Lot.

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 the Lot, or permit it 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.** A Lot Owner or Occupier must inform the Owners Corporation Manager of any damage, forced entry or other issue that might compromise the security of the Common Property.
- **1.1.3.** The Owners Corporation may take reasonable measures to ensure the health, safety and/or security of Owners and Occupiers of Lots and all other persons entitled to use the Common Property.

1.2. Security

- **1.2.1.** A Lot Owner or Occupier must not leave or prop open or permit to remain open any external doors or gates providing access to the Common Property including but not limited to security doors, exterior fire-escape doors and rear stairwell doors or admit an unknown person through the security doors unless there is a valid reason for their admittance. At no time may laundry fire doors be obstructed and prevented from closing.
- **1.2.2.** The building is monitored by security cameras and CCTV footage will be provided to the police, if required, and will also be used by the Owners Corporation Committee to enforce these Rules.

1.3. Security passes

- **1.3.1.** The Owners Corporation may charge a reasonable fee for an Electronic Access Pass required by the Owner or Occupier.
- **1.3.2.** An Owner or Occupier must promptly notify the Owners Corporation if an Electronic Access Pass is lost, stolen or destroyed.
- **1.3.3.** Owners must ensure that all Electronic Access Passes are returned at the end of a tenancy.
- **1.3.4.** Owners and Occupiers must not duplicate or permit to be duplicated any Electronic Access Pass.
- **1.3.5.** The Owners Corporation can restrict the number of Electronic Access Passes issued to a particular Lot.

1.4. Storage of flammable liquids and other dangerous substances and materials

- **1.4.1.** Except with the approval in writing of the Owners Corporation, an Owner or Occupier must not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material.
- **1.4.2.** This rule does not apply to—
 - **1.4.2.1.** chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - **1.4.2.2.** any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.5. Waste disposal

- **1.5.1.** 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.
- **1.5.2.** Guidelines regarding rubbish disposal and chute use may be determined and varied at any time by the Owners Corporation.

- **1.5.3.** Rubbish must not be left anywhere on the Common Property save for the allocated bin area and provided the rubbish is left within a bin.
- **1.5.4.** An Owner or Occupier is responsible for the disposal of moving-in waste and must ensure that the bins are not unreasonably taken up with waste from one Lot.
- **1.5.5.** Cardboard cartons and rubbish must not be left on the Common Property.
- **1.5.6.** An Owner or Occupier must not dispose, throw or allow to fall, any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies.
- **1.5.7.** Any costs incurred covering additional waste management services, damage and additional cleaning will be charged to the Owner or Occupier of the Lot.

1.6. Chutes

- **1.6.1.** An Owner or Occupier must not place any body part into a chute beyond the door frame of a chute.
- **1.6.2.** The garbage chutes are for general household rubbish only and all rubbish must be double bagged and tied before placing down the chute. The following items must not be disposed of in the rubbish chutes:
 - **1.6.2.1.** Hard waste and building material;
 - **1.6.2.2.** Pizza boxes;
 - **1.6.2.3.** Open food containers;
 - **1.6.2.4.** Soiled nappies;
 - **1.6.2.5.** Products that can be recycled;
 - **1.6.2.6.** Flammable items;
 - **1.6.2.7.** Any other similar items.
- **1.6.3.** All other items which cannot be disposed of via the chute (subject to observing to the Guidelines) may be disposed of in the bins within the garbage area located within the Car Park.
- **1.6.4.** If the bin chutes become blocked and the Owners Corporation can identify the responsible Owner or Occupier, the cost to reinstate the chutes may be recovered from that person.

1.7. Hard Rubbish

1.7.1. No hard rubbish is to be left on the Common Property and any Owner or Occupier found to be dumping hard rubbish will be directed to remove it else the Owners Corporation will cause it to be removed and charge the Owner or Occupier responsible all costs of such removal.

1.8. Fire Safety

- **1.8.1.** The Automatic Fire Detection System in Edgewater Towers is fully addressable, and the location of any activated fire detector is displayed on the Fire Services Control Unit. Under the Fire Regulations and as a condition of the building Occupancy Certificate, each apartment must have a set of compliant sprinklers and a compliant fire detector.
- **1.8.2.** Dust or smoke from renovations in an apartment can be detected by the Automatic Fire Detection System and may trigger an automatic call to the Melbourne Fire Brigade. Such costs will be passed on to the Owner of the apartment causing the false alarm.
- **1.8.3.** Further, to avoid false alarm call outs by the Melbourne Fire Brigade, an Owner or Occupier must not:
 - **1.8.3.1.** smoke in the common areas; being 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, open apartment doors to the main hallways and allow smoke or fumes in to these corridors;

- **1.8.3.2.** utilise fire hoses except in the case of an emergency.
- **1.8.4.** In the event of a false alarm being raised as a result of any act or omission of an Owner or Occupier, the costs or charges (if any) of such false alarm shall be payable by the responsible Owner or Occupier.
- **1.8.5.** An Owner or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

1.9. Sprinklers

1.9.1. Sprinklers have been installed to be compliant with Fire Regulations and the conditions of the Certificate of Occupancy. Any changes to the layout of an apartment may result in a requirement to add sprinklers, or to change their location. Approval from the Owners Corporation for this kind of renovation is required and the Owner will be required to provide certification from an appropriately qualified Fire Services company that the new sprinkler configuration is compliant with the current Regulations.

1.10. Fire Door Closers

- **1.10.1.** The front door of each Lot is fire rated and it is a requirement of the Fire Regulations and the building Certificate of Occupancy that the front door is fitted with an automatic closer.
- **1.10.2.** An Owner is responsible for maintaining the door and the closer in good working condition and must seek consent from the Owners Corporation before repairing and or replacing it and ensuring that it is compliant with the current applicable Fire Regulations.
- **1.10.3.** Any front door that is replaced must be painted in the identical colour as the other front doors to other Lots in the building to maintain uniformity of appearance across all Lots

1.11. Access

- **1.11.1.** Except in the case of an emergency (in which case no notice shall be required) upon 7 days' notice in writing the Owners Corporation or its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, fire services, smoke alarms, network, gas or water installation or equipment therein and to trace and repair any leakage, damage or non-conformity.
- **1.11.2.** Such repairs will be at expense of the Lot Owner in cases where such leakage or defect is due to any act or default of the said Lot Owner or his or her invitees.
- **1.11.3.** The Owners Corporation Committee, in exercising this power shall ensure that its servants, agents and employees cause as little Inconvenience to the Lot Owner or Occupier as is reasonable in the circumstances.
- **1.11.4.** An Owner or Occupier must grant to the Owners Corporation its servants and agents upon the Owner or Occupier being given 7 days prior written notice, the right of access to any balcony for the purpose of maintenance and cleaning of the external walls.

2. Committees and sub-committees

2.1. Functions, powers and reporting of committees and sub-committee.

2.1.1. A committee may appoint members to a subcommittee without reference to the Owners Corporation.

3. Management and administration

3.1. Metering of services and apportionment of costs of services

- **3.1.1.** 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.
- **3.1.2.** 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.
- **3.1.3.** Subrule (2) does not apply if the concession or rebate:
 - **3.1.3.1.** 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
 - **3.1.3.2.** is paid directly to the Lot Owner or Occupier as a refund.

3.2. Induction

- **3.2.1.** The Owners Corporation may require an induction to be completed prior to Owners and Occupiers using Common Property such as the Car Park or the Rooftop.
- **3.2.2.** The contact details of all Occupiers must be provided to the Owners Corporation Manager prior to the commencement of occupation.

3.3. Guidelines

3.3.1. The Owners Corporation and/or the Owners Corporation Committee may from time to time issue Guideline documents. These Guidelines will assist Owners and Occupiers in interpreting the Rules and may be for the purpose of giving effect to these Rules. The Guidelines will be binding on all Owners and Occupiers.

3.4. General

- **3.4.1.** Any consent given by the Owners Corporation may be qualified or conditional.
- **3.4.2.** These Rules must be given to an Occupier, not being the Owner, prior to taking up occupancy.
- **3.4.3.** An Owner who sells a Lot must advise the Owners Corporation of the name and address of the new Owner within one month of the completion of the contract.
- **3.4.4.** An Owner must advise the Owners Corporation of their name and address and mobile phone number and email address within one month of the completion of the purchase contract or in the case of existing Owners, within one month those details changing.
- **3.4.5.** The Owners Corporation may collect personal information about Owners and Occupiers of Lots, including but not limited to their name and address. This Personal Information may be disclosed to the Owners Corporation's agents and any sub-agents for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

3.5. Bond

- **3.5.1.** The Owners Corporation may determine the amount of a bond required to be paid by an Owner or Occupier:
 - **3.5.1.1.** When moving in or out of the Lots, such bond to be retained by the Owners Corporation in the event of any damage caused as a result of the move; and

- **3.5.1.2.** To secure the return of additional Electronic Access Passes issued by the Owners Corporation; and
- **3.5.1.3.** In lieu of potential damage that could be caused by contractors to the Common Property in the course of renovations; and
- **3.5.1.4.** In lieu of access provided to any area of the Common Property including but not limited to the bike storage room or Rooftop and applied towards any damage caused as a result of that Owner or Occupier.

3.6. Compliance

- **3.6.1.** An Owner or Occupier must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.
- **3.6.2.** An Owner or Occupier must ensure compliance with all statutory requirements with respect to their Lot.
- **3.6.3.** Owners and Occupiers (and their invitees) must strictly comply with all the Rules, Guidelines and Regulations.
- **3.6.4.** If an Owner or Occupier fails to comply with these Rules, the Owners Corporation is entitled to take such action as is required to remedy the breach and shall be entitled to recover the costs of doing so from the Owner or Occupier, including but not limited to costs of replacing lost keys, Electronic Access Passes, and administration costs of doing so.
- **3.6.5.** An Owner will on demand compensate the Owners Corporation in full for any damage to the Common Property or property of the Owners Corporation caused by that Owner or the Owner's lessees, licensees or Invitees.

3.7. Insurance

- **3.7.1.** The Owners Corporation's insurance policy may expressly include or exclude coverage for carpets, floating floors and any other floor covering. An insured should check with the policy inclusions at the AGM.
- **3.7.2.** The Owners Corporation building insurance policy does not extend to coverage of the interior of any Lot including curtains, privately owned fittings blinds, light fittings, and electrical fittings and appliances.
- **3.7.3.** Details of any potential insurance claim must be forwarded to the Owners Corporation Manager immediately to avoid prejudice to the Owners Corporation's rights.
- **3.7.4.** Any queries relating to insurance cover or claims should be directed to the Owners Corporation Manager.
- **3.7.5.** An Owner or Occupier must not do or permit to be done anything that may adversely impact the premium for any insurance policy effected by the Owners Corporation.

3.8. Moving in and out

- **3.8.1.** An Owner or Occupier must give at least 3 days' notice to the Owners Corporation Manager before any furniture, fittings or equipment may be moved in or out of any Lot via the lift and the move must be done in a manner as directed Owners Corporation Manager.
- **3.8.2.** An Owner or Occupier must not damage, obstruct or interfere with the lift stairways, corridors or any other Common Property when moving any items in or out of any Lot.
- **3.8.3.** Moving hours are Monday to Sunday from 10:00 am until 4:00pm or as decided by the Owners Corporation from time to time.

- **3.8.4.** An Owner or Occupier, or anyone acting on their behalf must not hold the lift doors or airlock door open and/or prevent the doors closing.
- **3.8.5.** No items are to be placed up against Common Property walls or left unattended in the lobby at any time.
- **3.8.6.** An Owner or Occupier will be liable for any damage caused to the Common Property by the moving or transportation of furniture and goods of the Owner (or of the Occupier of the Lot) in and around the Building. The Owner or Occupier will indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage

3.9. Pets

- **3.9.1.** All animals must be registered with the Owners Corporation within 1 week of occupying a Lot and if that animal is a dog or cat, it must also be registered with the local Council
- **3.9.2.** All animals must be kept on a lead or carried through common areas.
- **3.9.3.** No animal that is classed as a Restricted Breed Dog is allowed on Common Property.
- **3.9.4.** If any animal creates any mess in any of the Common Property, it must be cleaned up thoroughly and the area deodorised immediately by the Owner or Occupier responsible for the animal.
- **3.9.5.** The Owner or Occupier responsible for an animal must make good any damage to Common Property caused by that animal.

3.10. Leases

- **3.10.1.** To ensure that living standards, safety and security of the Building are maintained for all Owners and Occupiers, these Rules and any Guidelines, will apply in regard to leasing or occupancy of Lots by non-Owners and subject to but are not limited to the following:
 - **3.10.1.1.** The contact details of the Occupiers and of the property manager responsible for the Occupiers must be provided to the Owners Corporation Manager prior to occupation.
 - **3.10.1.2.** All Occupiers may be required to be inducted by the Owners Corporation Manager in order to be granted access to the Rooftop.
 - **3.10.1.3.** An Owner of a Lot, which is subject to a lease or licence must ensure that the Occupier complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the Occupier has read and is bound by these Rules under the terms of their lease or licence.
 - **3.10.1.4.** An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the tenant to strictly comply with these Rules.

3.11. Short Stays

- **3.11.1.** The Owners Corporation allows short stay operators provided the Owner signs an agreement that specifically deals with short-term lettings. The Owners Corporation may update the agreement from time to time.
- **3.11.2.** If the Owners Corporation discovers any Lot being let on terms outside the Residential Tenancies Act without an agreement in place, it will immediately, without any notice, de-activate all Electronic Access Passes registered to that Lot.
- **3.11.3.** If the letting of Short-Term leases increases the insurance premium payable by the building, the Owners Corporation reserves the right to apportion between all owners engaged in short term letting for the respective insurance period.

3.11.4. All short stay guests must be provided a copy of these rules and agree to abide by them. The Owner or Occupier of a lot will ultimately be responsible for the action of the Short Stay guest.

3.12. After Hours

- **3.12.1.** If there is an after-hours emergency relating to Common Property an Owner or Occupier must contact the Owners Corporation Manager.
- **3.12.2.** If a call does not relate to Common Property, then the person making the call to a trade directly will be liable to the costs.
- **3.12.3.** Emergency contacts will be listed on the website www.edgewatertowers.com.au.

3.13. Fees

- **3.13.1.** The fees set by the Owners Corporation must be paid either quarterly, half-yearly or annually in advance as determined by the Owners Corporation on or before the due date.
- **3.13.2.** Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- **3.13.3.** The Owners Corporation may also impose additional reasonable fees on an Owner for any additional reasonable costs incurred by the Owners Corporation as a result of the breach of these Rules caused by an Owner or Occupier.
- **3.13.4.** The Owners Corporation will charge penalty interest at the rate set from time to time under section 2 of the *Penalty Interest Rates Act* 1983 on outstanding fees and accounts and any other amount payable to the Owners Corporations pursuant to these Rules.
- **3.13.5.** The Owners Corporation may undertake debt recovery action against any Owner or Occupier to recover any amount owed to the Owners Corporation including those costs where the Owners Corporation expends money to make good the loss and/or damage caused by a breach of the Act, the Regulations or of these Rules, including without limitation management costs, legal costs and the costs of any services or works incurred as a result of or arising from the breach.

4. Use of Common Property

4.1. Use of Common Property

- **4.1.1.** 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.
- **4.1.2.** An Owner or Occupier must not, without the written approval of the Owners Corporation, use for the Owner or Occupier's own purposes as a garden any portion of the Common Property.
- **4.1.3.** An approval under subrule (4.1.2) may state a period for which the approval is granted.
- **4.1.4.** If the 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 Owner or Occupier who is keeping the animal.
- **4.1.5.** An Owner or Occupier who is keeping an animal that is the subject of a notice under subrule (4.1.4) must remove that animal.
- **4.1.6.** Subrules (4.1.4) and (4.1.5) do not apply to an animal that assists a person with an impairment or disability.

4.2. Vehicles and parking on Common Property

- **4.2.1.** An Owner or Occupier must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:
 - **4.2.1.1.** to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
 - **4.2.1.2.** on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
 - **4.2.1.3.** in any place other than a parking area situated on Common Property specified for that purpose by the Owner's corporation.
- **4.2.2.** Large commercial vehicles, oversized vehicles, and tow bars that extend out beyond the car space are not permitted in the car park.
- **4.2.3.** Motorcycles must be parked in an Owners designated spot only and cannot be parked in any other part of the common area. Motorcycles must use a spreader plate to avoid damage to the asphalt.
- **4.2.4.** The speed limit in the car park is 5 kph.
- **4.2.5.** An Owner or Occupier must not park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to the Car Park.
- **4.2.6.** An Owner or Occupier must not permit cycling, rollerblading, skate boarding, roller skating, or ball games in the Car Park areas, driveways, or access pathways or any part of the Common Property.
- **4.2.7.** An Owner or Occupier must not interfere with the operation, function or control of the electronic vehicle access gate.
- **4.2.8.** An Owner or Occupier must not wash any Motor Vehicle in a Car Park Lot or any other part of the Common Property.
- **4.2.9.** An Owner or Occupier must not allow any build up or discharge of oil or any other fluids onto Common Property or a Car Park Lot from any parked Motor Vehicle and immediately remove such build up on receipt of notice from the Owners Corporation. Any additional costs incurred to remove the build up from Common Property or a Car Park Lot will be charged to the person responsible or the Owner of the Lot.
- **4.2.10.** An Owner or Occupier must not park or leave a vehicle or permit a vehicle to be parked in the Car Park or a Car Park Lot which is not the Owners' or Occupiers' Car Park Lot.
- **4.2.11.** The Owners Corporation is not responsible for any damage to a Motor Vehicle while inside the Car Park or while entering or leaving the Car Park, or the theft of any Motor Vehicle or of any item within any Motor Vehicle parked in the Car Park.

4.3. Damage to Common Property

- **4.3.1.** An Owner or Occupier must not damage or alter the Common Property without the written approval of the Owners Corporation.
- **4.3.2.** An Owner or Occupier must not damage or alter a structure that forms part of the Common Property without the written approval of the Owners Corporation.
- **4.3.3.** An approval under subrule (4.3.1) or (4.3.2) may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject.
- **4.3.4.** An Owner or person authorised by an Owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- **4.3.5.** The Owner or person referred to in subrule (4.3.4) must keep any device, screen or barrier installed in good order and repair.

4.4. Storage

- **4.4.1.** An Owner or Occupier must not store anything on Common Property without the written permission of the Owners Corporation.
- **4.4.2.** If anything is stored on Common Property without written permission, even temporarily, the Owners Corporation may at its discretion remove the item and dispose of it without any prior notice. This applies to articles stored in any Car Park, articles in the laundries, and key safes attached to any fence, gate or door.
- **4.4.3.** An Owner or Occupier must not use the Car Park for storage of any kind, including but not limited to a skip bin or portable storage container without the written permission of the Owners Corporation.

4.5. Smoking

- **4.5.1.** Smoking is prohibited in all common areas.
- **4.5.2.** Smoking on balconies will be considered a nuisance if the smoke drifts to a neighbouring property.
- **4.5.3.** An Owner or Occupier must not smoke in a bathroom as apartments are connected by the ventilation system and smoke can traverse to other apartments.

4.6. Corridors and Doors

- **4.6.1.** An Owner or Occupier must not hang any personal art work in the corridors or affix anything to Common Property walls without the permission of the Owners Corporation.
- **4.6.2.** An Owner or Occupier must not leave screen doors open as this can impact egress in case of an emergency.
- **4.6.3.** Cleaning of the screen doors is the responsibility of an Owner or Occupier and must be maintained in a clean and tidy state.

4.7. Stairwells

- **4.7.1.** Bikes must not be stored in the stairwells, either on the ground floor or the space above the twelfth floor.
- **4.7.2.** Any bikes chained to the stair balustrade will be removed and disposed of without warning.
- **4.7.3.** Bikes and other large objects must not be transported down the stairwells due to damage to the hand rails and the walls.

4.8. Lobby

- **4.8.1.** An Owner or Occupier must not leave unattended any items, such as books, magazines, clothing, furniture and electrical items in the foyer, specifically on the bench on the east side of the letter boxes or otherwise on Common Property.
- **4.8.2.** If an Owner or Occupier is identified from the security footage, they will be charged for any removal and cleanup costs.
- **4.8.3.** Important information will be displayed in the lobby notice board and lifts.
- **4.8.4.** Junk mail should be placed in the recycle slot to the right of the letter boxes. An Owner or Occupier must not leave any mail on the benches in the foyer.
- **4.8.5.** Bikes must be wheeled, and skateboards must be carried through the lobby. If damage is caused to the terrazzo floor in the lobby, then the responsible Owner or Occupier will be held liable and charged for any rectification costs.

4.9. Garden

- **4.9.1.** The front patio garden is available for use by all Owners and Occupiers. Barbecuing is permitted, however all bottles, cans and other rubbish must be removed after use.
- **4.9.2.** Use of the front patio garden is not permitted after 10:00pm or before 6:00am.
- **4.9.3.** An Owner or Occupier must not without the written approval of the Owners Corporation, use for his or her own purposes as a garden or for any other purpose, any portion of the Common Property.

4.10. Laundry

- **4.10.1.** Washing machines and dryers may be used at any time between the hours of 8:00am and 10:00pm.
- **4.10.2.** An Owner or Occupier must not dispose of lint onto the floor, out the window or in the laundry trough. If flooding is caused by the disposal of the lint in the trough, the Owner or Occupier will be held liable for clean-up costs and damage if flooding occurs.
- **4.10.3.** An Owner or Occupier must not leave clothing in the sink while the washing machine is in use as this will also cause flooding.
- **4.10.4.** An Owner or Occupier should remove washed or dried clothing in a timely manner so as to leave the washer and dryer free for use by others.
- **4.10.5.** The cleaners will, from time to time, remove any items stored in laundries (except for bikes) and dispose of these items without warning.

4.11. Signs and Apparatus

- **4.11.1.** An Owner or Occupier must not erect or allow the erection of any 'for sale', 'auction', 'for lease' or similar board or any other sign of any description on the Common Property, except with the prior written consent of the Owners Corporation.
- **4.11.2.** An Owner or Occupier must not 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.

4.12. Rooftop

- **4.12.1.** The following rules apply to the use of the rooftop area including the BBQ. The rules must be observed by all Occupiers of an Owners Lot or invitees of an Occupier of an Owners Lot.
- **4.12.2.** The Rooftop hours of operation are not restricted on registration of these Rules but may be restricted as decided by the Owners Corporation from time to time.
- **4.12.3.** Smoking is forbidden on all parts of the Rooftop.
- **4.12.4.** The Rooftop area must not be used for any commercial purpose, including use by personal trainers except with the written consent of the Owners Corporation.
- **4.12.5.** No impact noise or ball or racquet games are allowed on the Rooftop.
- **4.12.6.** No glass bottles or drinking glasses are to be brought onto the Rooftop.
- **4.12.7.** No loose furniture that can be blown off the roof are allowed on the Rooftop.
- **4.12.8.** All rubbish must be taken away before leaving the Rooftop.
- **4.12.9.** Portable personal and private barbeques are not permitted on the Rooftop.
- **4.12.10.** The playing of music in the rooftop area is as determined by the Owners Corporation and otherwise an Owner or Occupier and their invitees must not use language or play music from speakers that is considered offensive or excessively loud.
- **4.12.11.** Access to the Rooftop is only granted to Owner or Occupier. In order to program access device for roof access, a deposit may be required. Should the Owner or

Occupier breach any of the above Rules, access will be revoked, and the deposit forfeited.

- **4.12.12.** All users of the rooftop area, BBQ area must conduct themselves in a safe and proper manner and in accordance with any directions given in respect to the use of the facility in general.
- **4.12.13.** In the event of any damage occurring in the rooftop area as a result of the use or misuse by an Occupier or invitee of an Occupier then that Occupier and their respective Owner will be responsible to reimburse the Owners Corporation for all loss, damage or cost incurred by the Owners Corporation as a result of any damage caused by the Occupier of the Lot or the invitee of an Occupier. The Owner and or Occupier is responsible for the actions of the Owner or Occupier's invitees within the Rooftop. The area must be satisfactorily cleaned after use and any additional costs incurred as a result of a breach of these Rules will be charged to the Owner of the Lot.
- **4.12.14.** An Owner or Occupier indemnify and release the Owners Corporation from and against any loss or cost due to the Occupier's or invitee of an Occupier's failure to observe the rules and requirements given by the Owners Corporation.
- **4.12.15.** The Owners Corporation may make additional or separate rules relating to the use of the rooftop area and BBQ area provided they are not inconsistent with these Rules. If the rules relating to the rooftop area or BBQ area are breached it will constitute a breach of these Rules and may result in restrictions of use being imposed on the Owner or Occupier.
- **4.12.16.** All Owners, Occupiers and their Invitees must at all times not interfere with the use and enjoyment of the common facilities by others.
- 4.12.17. An Owner or Occupier: -
 - 4.12.17.1. must not breach nor permit the regulations as stipulated from time to time by the Owners Corporation to be breached in respect of the use of the rooftop area and surrounding designated areas;
 - **4.12.17.2.** must ensure that all of their visitors are accompanied by an Owner or Occupier on the rooftop area at all times
 - 4.12.17.3. irrevocably acknowledge and agrees that utilisation of the rooftop area and facilities is at their own risk;
 - **4.12.17.4.** must not allow any person under the age of 17 years to be in any of the recreational facilities without appropriate supervision;
 - **4.12.17.5.** must not engage in hazardous activity on the rooftop or cause or allow excessive noise while using any facilities;
 - **4.12.17.6.** must not allow or cause any of the facilities to be used by anyone other than an Owner or Occupier or member of the immediate family of an Owner or Occupier;
 - 4.12.17.7. must wear appropriate footwear when going to or leaving the rooftop:
 - **4.12.17.8.** must be appropriately attired whilst on the rooftop;
 - **4.12.17.9.** must not access the rooftop or cause or allow the rooftop to be accessed outside the hours of access designated from time to time by the Owners Corporation.

4.13. BBQ

4.13.1. The following rules apply to the use of the BBQ. The rules must be observed by all Occupiers of an Owners Lot or invitees of an Occupier of an Owners Lot. All Owners and Occupiers acknowledge and agree that: -

- **4.13.1.1.** The BBQ is available for use between 10:00am to 10:00pm daily (subject to the Owners Corporation advising otherwise). Use of the BBQ is on a first-come first-serve basis;
- **4.13.1.2.** an inspection of the BBQ area will be carried out by the Owners Corporation Manager or the cleaners to ensure that the BBQ is clean and that all its fixtures and fittings are in good operating condition at the end of each usage;
- **4.13.1.3.** Occupiers, Owners and their invitees must not remove, detach, uninstall or take away any of the equipment or fittings which are part of the BBQ;
- **4.13.1.4.** any activities which may cause annoyance, disturbance or injury to other users are strictly prohibited in this area. The Manager reserves the right to disallow access to any person(s) found to cause annoyance or disturbance to other users at the Manager's discretion.
- **4.13.2.** Occupiers, Owners and their invitees must ensure that the BBQ is used in accordance with the operating instructions provided and its surrounding areas are left in a clean condition after use. Any costs incurred to clean the area or repair any damage shall be borne by the Occupant.
- **4.13.3.** Children under the age of 15 must be accompanied and supervised by an adult who shall be responsible for their safe and proper behaviour.
- **4.13.4.** All Occupiers, Owners and their invitees shall use the BBQ area and the BBQ at their own risk. The Owners Corporation will not be held responsible for any injuries or damage of property whatsoever and howsoever caused to or sustained by any Occupiers, Owners and their invitees when using the BBQ facilities.

4.14. Bikes

- **4.14.1.** In order to store a bike in the bike room, an Owner or Occupier must complete a request form available on the website at www.edgewatertowers.com.au and forward to the Owners Corporation Manager.
- **4.14.2.** Bikes may be stored in the unused laundries but only on the hooks provided.
- **4.14.3.** The Owners Corporation accepts no responsibility for any loss or damage to any bike.
- **4.14.4.** An Owner or Occupier may not reserve a hook for permanent use. If a hook is vacant it may be used by anyone.
- **4.14.5.** The bike rack outside the Spenser Street entrance is reserved for visitors. It should not be used by residents for permanent bike storage.
- **4.14.6.** Bikes must not be stored in the stairwells, either on the ground floor or the space above the twelfth floor. Any bikes chained to the stair balustrades will be removed and disposed of without prior warning as will any bikes left on Common Property.

5. Lots

5.1 Change of use of Lots

5.1.1 An Owner or Occupier 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.

5.2 External appearance of Lots

- **5.2.1** An Owner or Occupier must obtain the written approval of the Owners Corporation before making any changes to the external appearance of their Lot.
- **5.2.2** An Owners Corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot owners, structural integrity or the value of other Lots and/or Common Property.
- **5.2.3** An Owner or Occupier must ensure that all accessible doors, windows and balcony glass are property maintained and regularly cleaned.
- **5.2.4** An Owner or Occupier, when visible from another Lot or from Common Properly 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 to any person lawfully using the Common Property.
- **5.2.5** An Owner or Occupier must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall, without first obtaining the written approval and direction of the Owners Corporation.
- **5.2.6** An Owner or Occupier must not place, display or hang any item (including but not limited to any item of clothing, objects-d'art or any wind chimes) on or from a balcony forming part of the Lot or Common Property.
- **5.2.7** Nothing may be stored in a balcony that is visible above the height of the balustrade.
- **5.2.8** An Owner or Occupier must not place glass-topped tables or lightweight furniture on the balcony due to the risk that the glass top or the furniture will become airborne in a high wind.
- **5.2.9** Written permission from the Owners Corporation must be obtained prior to fixing anything to the balcony.
- **5.2.10** The floor of the enclosed balcony must not be raised it if becomes non-compliant with the Australian Building Code.
- **5.2.11** An Owner or Occupier must not remove the concrete edging between the apartment and the balcony as this forms part of the structure.
- **5.2.12** An Owner or Occupier must not allow water to flow over the edge of a balcony as this causes a nuisance to the neighbors below and can discolor the building's paintwork. If this occurs the Owner or Occupier will be charged for repainting the discolorations.
- **5.2.13** An Owner or Occupier must not keep any plants, planter boxes or pots on any balcony, terrace or patio 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.
- **5.2.14** An Owner or Occupier must not erect any external blinds or awning without the previous consent in writing of the Owners Corporation, which may be subject to conditions to maintain a consistent external appearance of the Building.
- **5.2.15** An Owner or Occupier must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Building.
- **5.2.16** An Owner or Occupier must not erect a wrought iron door or security door or fly-wire door or similar to Lot entrances unless approved by the Owners Corporation, which may be subject to conditions to maintain a consistent external appearance of the Building.
- **5.2.17** An Owner or Occupier must not allow any balcony to become unkempt or unsightly.
- **5.2.18** An Owner or Occupier must not store anything which is dangerous or flammable on a balcony.

5.2.19 An Owner or Occupier must not hang window furnishings (including but not limited to, curtains, blinds or window coverings of any type) that are visible from outside the Lot unless those window furnishings are neutral in appearance to the exterior of the Building.

5.3 Requiring notice to the Owners Corporation of renovations to Lots

- **5.3.1** An Owner or Occupier must notify the Owners Corporation when undertaking any renovations or other works that may affect the Common Property and/or other Lot owners' or occupiers' enjoyment of the Common Property.
- **5.3.2** An Owner or Occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and will not undertake any building works within or about or relating to the Lot which affects Common Property, services within Common Property and/or other Lots unless the Owner or Occupier provides to the Owners Corporation manager all things required by this Rule.
- **5.3.3** In considering a request for consent to the building works, an Owner or Occupier must provide the Owners Corporation Manager with:
 - **5.3.3.1** Plans and specifications of any works proposed by the Owner or Occupier 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; and
 - **5.3.3.2** Such further particulars of those proposed works as the Owners Corporation request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the Building; and
 - **5.3.3.3** A copy of the contractor's current public liability insurance certificate; and
 - **5.3.3.4** Copies of all plans and specifications relating to the building works and any other required permits, approvals and/or consents under all relevant laws including but not limited to, council by-laws and Regulations for the building works; and
 - **5.3.3.5** An acknowledgement that all works will be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them and these Rules.
- **5.3.4** An Owner or Occupier 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 Lot Owners and Occupiers.
- **5.3.5** An Owner or Occupier must ensure that the Owner or Occupier and their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common Property, and hours of work, the minimisation of damage to the Common Property and the services contained within the Common Property.
- **5.3.6** An Owner or Occupier must not allow works to be carried out outside the following times:

Monday to Friday	Before 8:00 am and after 6:00 pm
Saturday	Before 8:00 am and after 12:00 pm (noon)
Sunday and public holidays	At any time

5.3.7 At any time, the Owners Corporation may request, and the Owner or Occupier must produce any contractor's risk insurance (including public liability) policy to the satisfaction of

the Owners Corporation and deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation within 3 days of a request.

- **5.3.8** An Owner or Occupier shall immediately make good all damage to the Common Property, the services, or any fixtures fittings or finishes of or in the Common Property which are caused by such works and if the Owner or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and in that event the Owner 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.
- **5.3.9** Any works shall comply with council Regulations and where necessary an Owner or Occupier must obtain a council planning permit before proceeding with any building works.
- **5.3.10** The Certificate of Final Inspection must be supplied to the Owners Corporation Manager promptly on completion.
- **5.3.11** The following restrictions apply to all Building Works:
 - **5.3.11.1** Building materials must not be stacked or stored in any common areas of the building;
 - **5.3.11.2** Scaffolding must not be erected on the Common Property or the exterior of the building without written consent from the Owners Corporation;
 - **5.3.11.3** Construction work must comply with all Laws of the relevant statutory and government authorities;
 - **5.3.11.4** The exterior and the Common Property of the Building must always be maintained in a clean, tidy and safe state;
 - **5.3.11.5** Skips must not be placed on the Common Property without prior permission from the Owners Corporation;
 - **5.3.11.6** Construction vehicles and construction workers' vehicles must not be parked in or on the Common Property other than in the Proprietor's own allotted car parking space;
 - **5.3.11.7** Building waste must not be disposed of in the council supplied waste bins and must be taken off site by the contractor.

5.4 Balconies

- **5.4.1** Prior to enclosing a balcony, an Owner must obtain permission from the Owners Corporation and permission from the local council.
- **5.4.2** In order to receive Owners Corporation permission, an Owner must complete a request form and must acknowledge having read, and understood, the conditions for the enclosure which will constitute a license over the Common Property.
- **5.4.3** The balconies were not designed to be enclosed and as a result of enclosure, some windows leak. All leaks will be the responsibility the Owner.
- **5.4.4** The Owners Corporation will not accept any responsibility for leaking in-fills, and any repairs to infills are completely the responsibility of the Owner.
- **5.4.5** The Owners Corporation will not be responsible for the cost of replacement of any components, whether glass or non-glass, of the windows, (including sealants), or the new returns (e.g. the replacement or correction of concrete spalling). Should this become necessary, the Owner will be responsible for these costs.
- **5.4.6** If maintenance work is required on the balustrade or the new returns, and this work requires access to the interior concrete surfaces or structural fixings, the Owners Corporation will not be responsible for the cost of removal, reinstatement, or replacement of any internal furnishings, finishes, or constructions which may need to be removed or disturbed in the course of the work.

5.5 Enclosed balcony requirements

5.5.1 In order to obtain consent to replace, upgrade, repair or remove a window or balcony infill, an Owner must, in addition to the remainder of Clause 5.3:

- 5.5.1.1 Supply a dimensional drawing of the window design suitable for use in applications for the necessary building and planning permits. The design must comply with the requirements set out these Rules or any Guidelines; and
- 5.5.1.2 Supply a draft application to local Council for a planning permit in the Owner's name; and
- 5.5.1.3 Sign a letter to undertake to be bound by the requirements of the Rules or any Guidelines; and
- 5.5.1.4 Send the documentation to the Owners Corporation Manager, together with documentary proof that the contractor holds adequate public liability insurance cover for the work.
- **5.5.2** Building and planning permits from the local Council must be obtained and copies of the permits must be supplied to the Owners Corporation Manager before construction begins.
- **5.5.3** Any damage done to the building during the work must be notified promptly to the Owners Corporation Manager. All costs incurred in making good the damage will be borne by the Owner.
- **5.5.4** If the balcony returns are to be constructed of concrete, they must comply with the specifications accompanying the Infill Specification Drawings.
- **5.5.5** An Owner may choose to use laminated white safety glass as detailed in the Infill Specification Drawings and otherwise must be white and of laminated safety glass, which meets or exceeds the relevant safety standards.
- **5.5.6** The design of the windows must strictly comply with the Infill Specification Drawings.
- **5.5.7** For the North-South balconies and the East-West balconies of the A, B, G, and H designated apartments, there are to be six (6) full height panes only (i.e. no cross members at intermediate heights) on the main elevation, of equal width.
- **5.5.8** For the North-South balconies of the C, D, E, F designated apartments, there are to be four (4) full height panes only (i.e. no cross members at intermediate heights) on the main elevation, of equal width.
- **5.5.9** The outermost glass surfaces are not to protrude beyond the plane of the exterior surface of the balustrade or end return.
- **5.5.10** Modifications to returns, where required, are not to interfere with integrity of any existing adjacent returns.
- **5.5.11** Windows are to be of either a fixed or sliding type (on main elevation), with frames of white powder coated aluminum. Frames must not be PVC, timber, or any other material. Double glazing is permitted.
- **5.5.12** The windows and the installation generally are to comply in every respect with all building standards, Regulations, and requirements applicable and in force at the time of construction.
- **5.5.13** Glass may only be clear, or of grey tint. No other tint colour is permitted including black, green, blue, bronze or reflective glass.
- **5.5.14** Exterior fly screens are not permitted in the new construction or subsequently installed.
- **5.5.15** Expansion type bolts or anchors are not to be used in fixings to the original concrete structure of the building (including balustrades). Adhesive-type fixings are to be used.
- **5.5.16** Wood is not to be used anywhere in the installation.
- **5.5.17** Protruding flashings and accumulations of sealants on the building exterior are not to remain on completion of the Building Works.

5.6 Air Conditioner Units

5.6.1 Any new air conditioner must be approved by the Owners Corporation prior to installation.

- **5.6.2** An Owner or Occupier must ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied to ensure that water is not falling onto another Lot or within Common Property.
- **5.6.3** A split system condenser may only be installed in an open balcony and may not be affixed to any exterior part of the building, including any ledge. The condenser must be installed so that it cannot be seen above the level of the balustrades or the balcony.
- **5.6.4** No air conditioner or condenser may be installed on any ledges outside an apartment or the roof of the building, nor may it traverse balconies.
- **5.6.5** Air conditioners must be installed so that no condensation is dispersed from a balcony or down the side of the building.
- **5.6.6** Window mounted air conditioners are also acceptable and must be installed in line with all other window-mounted units in the building.

5.7 Bathroom Exhausts

5.7.1 The bathroom exhaust at Edgewater Towers is powered by centralised Rooftop fans running 24 hours a day. An Owner or Occupier must not fit a fan over the exhaust grille in a bathroom.

5.8 Trades People

- **5.8.1** Trade contractors are not allowed to access utilities from common areas to carry out their work. The use of power or water must be from a Lot unless the Owner or Occupier has written permission from the Owners Corporation.
- **5.8.2** Trades people using the lift and internal areas of the Common Property must provide adequate protection to the flooring and finishes.
- **5.8.3** If a trades-person triggers a fire alarm, causing the Melbourne Fire Brigade to attend at the Building, the Owner will be charged the full callout fee.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on Common Property

6.1.1 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 unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

6.2 Noise and other nuisance control

- **6.2.1** An Owner or Occupier, or a guest of an Owner or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
- **6.2.2** Subrule (6.2.1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.
- **6.2.3** Noise levels from a Lot must not interfere with the peaceful enjoyment of others in the Building, including those lawfully using the Common Property. Noise or vibration must not be audible or perceptible outside a Lot.
- **6.2.4** Owners and Occupiers must not make or permit to be made any unreasonable level of noise in or about the Common Property in accordance with the following:

Monday to Friday	Before 7:00 am and after 10:00 pm (11:00 pm Friday)
Saturday	Before 8:00 am and after 11:00 pm

Sunday and public holidays	Before 9:00 am and after 10:00 pm
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- **6.2.5** All floors within a Lot must be carpeted or sufficiently covered to ensure that the Occupier does not cause footfall or impact noise to a vertical neighbor.
- **6.2.6** Noise caused by renovations, building works, or repairs to a Lot are not permitted at the following times:

Monday to Friday	Before 8:00 am and after 6:00 pm
Saturday	Before 8:00 am and after 12:00 pm (noon)
Sunday and public holidays	At any time

7 Dispute resolution

- **7.1** The grievance procedure set out in this rule applies to disputes involving a Lot Owner, Owners Corporation Manager, or an Occupier or the Owners Corporation.
- **7.2** The party making the complaint must prepare a written statement in the approved form.
- **7.3** If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- **7.4** 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.
- **7.5** 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.
- **7.6** A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- **7.7** If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- **7.8** This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

I certify these rules to be a true and correct copy of the rules made by Special Resolution of the Owners Corporation on 18th April 2022

Tal Sahar

Owners Corporation Manager Suite 1, Level 3 521 Toorak Rd, Toorak VIC 3142 30th August 2022