

Notification of making, amendment or revocation of owners corporation rules

AN727922N

Section 142 Owners Corporation Act 2006

07/04/2017 \$46.30 OCAR



Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	Corrs Chambers Westgarth
Name	David Ellenby
Phone	(03) 9672 3000
Address	Level 25, 567 Collins Street, Melbourne, VIC 3000
Reference	DE: 9106337
Customer code	677K
Owners corporation number	2
Plan number	PS724267V

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on

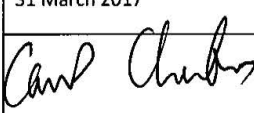

31 March 2017

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

Dated:

31 March 2017

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


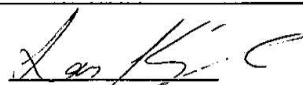
	DAVID ELLENBY Corrs Chambers Westgarth 567 Collins Street, Melbourne, Vic 3000 An Australian Legal Practitioner with the title of of the Legal Profession (Uniform Law (Vic))
	

The common seal of owners corporation number:

Plan number:

PS724267V

was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

 KATE HILBERT	 Lara Kozeniauskas
--	---

Lot owner

Full name	KATE HILBERT , an Attorney under power of attorney dated 17 January 2017 who states that they have not received any notice of the revocation of the power of attorney.
Address	Level 5, Q3, 6 Riverside Quay, Southbank VIC 3006


Lot owner

Full name	Lara Kozeniauskas, an Attorney under power of attorney dated 17 January 2017 who states that they have not received any notice of the revocation of the power of attorney.
Address	Level 5, Q3, 6 Riverside Quay, Southbank VIC 3006

**For current information regarding owners corporation, please
obtain an owners corporation search report**

Land Victoria
570 Bourke Street
Melbourne VIC 3000
Telephone 03 8636 2010

WITNESS :


William Lodge

AN727922N

07/04/2017 \$46.30 OCAR


Owners Corporation Rules

AN727922N

07/04/2017 \$46.30 OCAR



OC 2 PS724267V

Address:

81 South Wharf Drive Docklands Victoria 3008

I certify these rules to be a true and correct copy of the rules made by the special resolution dated 31 March 2017.


.....
(Chairperson) (Signature)

Lara Kozeniauskas

TABLE OF CONTENTS



Contents

1.	DEFINITIONS AND INTERPRETATION	3
2.	MANAGEMENT	4
3.	USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES	5
4.	USE OF THE WHARF CLUB AND ROOFTOP	6
5.	USE OF LOTS	10
6.	NOISE	11
7.	RUBBISH AND WASTE MANAGEMENT	11
8.	BUILDING WORKS	12
9.	SIGNAGE	13
10.	NOTIFICATION OF DEFECTS	13
11.	DAMAGE, REPAIRS AND MAINTENANCE	13
12.	LEASED LOTS	14
13.	RETAIL/COMMERCIAL LOT	14
14.	MANAGERS	16
15.	SECURITY	16
16.	OWNERS CORPORATION FEES	17
17.	CHARGING OF INTEREST AND RECOVERY OF AMOUNTS OWED TO THE OWNERS CORPORATION	17
18.	INSURANCE	18
19.	COMPLIANCE	18
20.	PERSONAL INFORMATION OF OWNERS AND OCCUPIERS	18
21.	SPECIAL RULES FOR THE DEVELOPER	19

PREFACE:

- A. These Rules are made for Owners Corporation No. 2 on Plan No. PS724267V.
- B. The purpose of this document is to make Owners and Occupiers aware of their responsibilities to ensure that the amenity and the living standards of the Building are maintained at premium levels.
- C. All Owners and Occupiers of the Building are bound by these Rules. Owners and Occupiers must ensure that their Invitees comply with these Rules.
- D. Owners must provide this document to their agent if a Lot is being sold or rented as these Rules apply to all purchasers and Occupiers.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement:

"**Act**" means the *Owners Corporations Act 2006* (Vic) or any amended version;

"**Apartment Lot**" means any Lot which is not a Retail / Commercial Lot, Car Park Lot or Storage Lot;

"**Building**" means the building constructed on the Land known as "The Wharf Club";

"**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 Building Management services (for example to provide efficient operation of the Building and to maintain security of the Building) and if there is no Building Management then the Owners Corporation Manager;

"**Common Property**" means Common Property No. 2 on the Plan of Subdivision and includes the Wharf Club;

"**Developer**" means Mirvac (Docklands) Pty Ltd;

"**Guidelines**" means any instruction for the effective management of the Building and administration of these Rules, as determined by the Owners Corporation from time to time;

"**Gym Manager**" means any person or company engaged by an Owners Corporation to perform services as manager and operator of all or any part of the Wharf Club. If a Gym Manager is not in place, then Building Management;

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

"**Land**" means the Lot S13 on the Plan;

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

"**Members**" means a member of the Owners Corporation;

"**Membership**" means a membership of the Wharf Club;

"**Occupier**" means any person lawfully occupying or in possession of a Lot including a lessee or licensee and can include an Owner;

"**Owner**" means a registered owner of a Lot;

"**Owners Corporation**" means Owners Corporation No 2 on Plan No. PS724267V 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;

AN727922N



"Owners Corporation Manager" means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation Act 2006, or if no person or company is for the time being appointed, the secretary of the Owners Corporation;

"Plan" or **"Plan of Subdivision"** means Plan of Subdivision No. PS724267V;

"Regulations" means the *Owners Corporations Regulations 2007* (Vic) or any amended version;

"Retail/Commercial Lot" means any lot created or intended to be created on the Land (which at the date of this document is proposed Lot S15 on the Plan) which is used or intended to be used for retail or commercial purposes;

"Resident" means a person living in a Lot;

"Rooftop" means the sloped landscaped area on top of the Wharf Club, accessible by the public from South Wharf Drive, Docklands and which is or will be included as part of Common Property No. 2;

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

"Section 173 Agreement" means the agreement entered into in accordance with section 173 of the *Planning and Environment Act 1987* (Vic) between the Melbourne City Council and the Developer which is intended to be registered on Common Property No. 2;

"Security Key" means a key, magnetic card or other device used to open doors, gates, and locks whether internal or external to the Building; and

"Wharf Club" means the recreational facility which includes the gymnasium, steam room, pool and spa area constructed on the Land.

2. MANAGEMENT

2.1 OWNERS CORPORATION RULES, REGULATIONS AND GUIDELINES

- (a) Owners and Occupiers must at their own expense comply at all times with the laws relating to their Lot including, without limitation, to any requirement, notice and order of any governmental authority.
- (b) Owners and Occupiers and Invitees must strictly comply with all of the Rules, Regulations and Guidelines.
- (c) The Owners Corporation may at any time issue Guidelines for Owners and Occupiers either pursuant to any of the Rules or for the purpose of giving effect to the object of any of these Rules. Owners and Occupiers must ensure that all invitees strictly comply with such Guidelines.
- (d) The Owners Corporation may at any time issue Guidelines (and amend them from time to time) in relation to the use of any Common Property under its control within the Building (including without limitation the Wharf Club and Rooftop referred to in these Rules).
- (e) Subject to the Act, the Owners Corporation delegates any power or function of the Owners Corporation conferred by the Act, Regulations, Rules or any other law to the Owners Corporation Committee, who may delegate decisions and powers to the Owners Corporation Manager or Building Management at their absolute discretion as further contemplated at **Rule 14**.
- (f) Owners and Occupiers must comply with any Guidelines that are issued by either the Owners Corporation Committee or Owners Corporation Manager.

2.2 GENERAL

- (a) Every Owner and Occupier must provide its contact details including name, mobile phone number and email address to Building Management on behalf of the Owners Corporation upon becoming an Owner and/or Occupier.



- (b) The Owners Corporation may take all reasonable necessary measures to ensure that the health, safety and/or security of Owners and Occupiers and any person entitled to use the Common Property is not compromised.
- (c) Owners, Occupiers and Invitees 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.
- (d) Owners, Occupiers and Invitees must always follow the directions of the Owners Corporation, Building Manager and Gym Manager when using any Common Property, including but not limited to all directions which are signposted in or around the Common Property.
- (e) An Owner or Occupier must:
 - (i) not leave or prop open or permit to remain open any external doors or gates providing access to the Common Property; and
 - (ii) inform the Owners Corporation and Building Management of any damage, forced entry to or other acts that might compromise the security of the Common Property.
- (f) If a Lot is rented, leased, licensed or loaned, the Owner must make sure that a copy of these Rules is provided to the Occupier or Invitee who must comply and is deemed to agree to be bound by these Rules by entering into any lease or licence.
- (g) Owners, Occupiers and Invitees must not interfere or tamper with any fire or emergency equipment other than for emergency purposes or obstruct any fire stairs or fire escape.
- (h) Owners and Occupiers must comply with all statutory requirements, including those issued from time to time by the Owners Corporation or the Owners Corporation Committee, relating to fire protection and safety.
- (i) Stairs, electrical (service) cupboards and other service cupboards must not be used for any other purpose than that intended. They must not under any circumstances be used for the storage of goods, waste, cartons etc. and stairs must not be obstructed at any time.
- (j) Owners, Occupiers and Invitees must not smoke in or around the Common Property (including the Wharf Club).
- (k) The cost of false alarm calls to the Metropolitan Fire Brigade or other emergency services will be charged to the Owner of the Lot where the call was caused by the Lot's Owner or Occupier once Building Management identifies who is responsible for the false alarm.
- (l) At all times, Owners, Occupiers and Invitees must be appropriately dressed while in the Common Property and the Wharf Club;
- (m) Owners, Occupiers or Invitees or users of the Wharf Club must not place anything on or in the balcony or open area forming part of a Lot or the Wharf Club which could obstruct the reasonable, safe or efficient operation of any equipment, air-conditioning unit or other service, or could be easily moved by the wind.
- (n) Owners, Occupiers or Invitees must not place anything on or in the balcony or open area forming part of a Lot which could create a fire risk.
- (o) Access to areas via the Security Keys and locks will be determined by the Owners Corporation as appropriate.

AN727922N

07/04/2017 \$46.30 OCAR



3. USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES

3.1 GENERAL

An Owner, must not, and must ensure that the Occupier of its Lot, or any Invitee, does not:

- (a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by Owners, Occupiers or Invitees of other Lots;
- (b) use or permit the Common Property to be used for any purpose other than that for which they were designed;
- (c) use the toilets, conveniences and other water apparatus including waste pipes and drains for any other purpose than for which they are designed. The costs and expenses associated with rectifying any damage or blockage will be borne by the Owner of the Lot determined by Building Management to be responsible for the damage or blockage;

- (d) interfere with the operation of any plant and equipment installed on the Common Property without the written authority of the Owners Corporation;
- (e) remove nor damage any article or equipment from the Common Property and must use all reasonable endeavours to ensure that those articles are used only for their intended use;
- (f) modify any air conditioning, heating ventilation system or associated ducting without the prior written consent of the Owners Corporation;
- (g) enter any plant room without the consent of Building Management;
- (h) modify any common property walls without the approval of the Owners Corporation;
- (i) use any parts of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time;
- (j) interfere with or obstruct the Owners Corporation, Building Management, the Owners Corporation Manager or the Gym Manager from performing its duties;
- (k) use or permit any part of the Common Property (including the Wharf Club) to be used for any purpose which may be illegal or injurious to the reputation of the Building or may cause a nuisance or hazard to any other Owner or Occupier or the Invitees of any such Owner or Occupier;
- (l) fail to accept liability for, and compensate the Owners Corporation in respect of, all damage to the Common Property or personal property vested in it caused by any such Owner, Occupier or their Invitees;
- (m) fail to inform and require compliance of all the Rules, Regulations and Guidelines by any Occupier or Invitee of any kind;
- (n) obstruct the lawful use of Common Property by any person;
- (o) use the Common Property so as to cause a hazard to the health, safety and security of an Owner, Occupier or Invitee of another Lot or user of the Common Property;
- (p) leave or abandon any personal property on the Common Property without prior consent from the Owners Corporation, otherwise the Owner will be liable for costs to remove and or store the personal property; and
- (q) use the lockers other than in the manner directed by the Owners Corporation or Gym Manager.

3.2 OFFENSIVE BEHAVIOUR AND SMOKING

- (a) An Owner or Occupier or Invitee of a Lot when on Common Property 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.
- (b) An Owner or Occupier or Invitee of a Lot must not smoke, drink alcohol, or drink any beverages in glass containers or receptacles of any kind in any area forming part of the Common Property unless expressly designated as an alcohol service area.
- (c) An Owner or Occupier or Invitee of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials within or within close proximity to in the Common Property except in those areas designated from time to time by the Owners Corporation.

4. USE OF THE WHARF CLUB AND ROOFTOP

4.1 GENERAL

- (a) The following persons are entitled to use and have access to the Wharf Club:
 - (i) a set number of Residents of each Lot (the maximum number per Lot to be determined by the Owners Corporation from time to time);
 - (ii) Invitees in accordance with **Rule 4.2(b)** and **4.3(b)**;
 - (iii) users qualifying under **Rule 4.1(e)**; and
 - (iv) the owner of the Retail/Commercial Lot in accordance with **Rule 13(e)**.
- (b) Subject to **Rule 4.1(a)(i)**, the maximum annual Memberships applicable to Residents are:

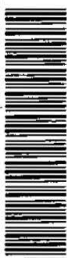
AN727922N

07/04/2017 \$46.30 OCAR



AN727922N

07/04/2017 \$46.30 OCAR



- (i) no more than 2 Memberships can be issued and active for Members who reside in 1 and 2 bedroom apartments at the Building; and
 - (ii) no more than 3 Memberships can be issued and active for Members who reside in 3 bedroom apartments at the Building.
- (c) Where there are more direct family members living in an apartment at the Building than available Memberships, an application for additional Memberships can be made to the Owners Corporation who may grant additional Memberships solely at its discretion,
- (d) Where the Owners Corporation grants additional Memberships in accordance with **Rule 4.1(c)**, the Membership duration and fee will be determined by the Owners Corporation in its absolute discretion.
- (e) The Owners Corporation will facilitate public access to the Wharf Club and Rooftop in compliance with the Section 173 Agreement as follows:
 - (i) Owners Corporation No. 2 will use reasonable endeavours to ensure the Rooftop will be available for use by the public at all reasonable times and days;
 - (ii) Owners Corporation No. 2 will make the use of the Wharf Club available to the public on a fair and equitable user pays system at all reasonable times and days consistent with its viable ongoing maintenance and operation;
 - (iii) the Wharf Club or Rooftop may be closed from time to time as reasonably required for cleaning, repairs, maintenance or upgrading, for private functions as reasonably required by Owners Corporation No. 2 to prevent unauthorised use, misuse or vandalism of the relevant areas or otherwise in the case of an emergency;
 - (iv) Owners Corporation No. 2 may refuse entry to any person or require any person to leave the Wharf Club or Rooftop if they consider that person to be:
 - (A) a risk to the security or safety of other persons or property; or
 - (B) causing a nuisance, disturbance or inconvenience of any kind; and
 - (v) Owners Corporation No. 2 may close the Rooftop to the public at night or at other times for security reasons.
- (f) In accordance with **Rule 4.5**, access to the Wharf Club and the Rooftop will only be granted once an induction has been completed with the Gym Manager and Building Management (as required).
- (g) Invitees must be accompanied by an Owner or Occupier at all times.
- (h) Access to the Wharf Club or Rooftop may be revoked or restricted by the Owners Corporation in its absolute discretion following a breach of the Rules or any other improper use.
- (i) The Owners Corporation does not guarantee that the Rooftop will be available for use. The Owners Corporation reserves the right to restrict access to the Rooftop for any reason without notice.
- (j) The Owners Corporation may resolve to amend the Rules or make new Rules or Guidelines regulating the Wharf Club use and operation, so long as such Rules or Guidelines do not in any way contradict the requirements of the Section 173 Agreement.
- (k) The initial hours of use for this area are between 5.30am and 10.30pm 7 days a week and must be observed by all users of the Wharf Club. Access and the hours of use can be adjusted by the Owners Corporation in its absolute discretion at any time.
- (l) An Owner or Occupier shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation used by the Owner or Occupier, including furniture and equipment, located in and around the Wharf Club and Rooftop.
- (m) The Owners Corporation, Owners Corporation Manager and Building Management may delegate any power or function relating to the Wharf Club conferred by these Rules to the Gym Manager in its absolute discretion.
- (n) Furniture is not to be moved between rooms or different areas in the Wharf Club.
- (o) Access to the Wharf Club will be managed by Building Management and the Gym Manager via the use of designated Security Keys and access system as determined by the Owners Corporation from time to time.

- (p) The management of the Wharf Club (including bookings, availability, and use) is in the absolute discretion of the Owners Corporation, acting in the interests of all Owners and Occupiers.
- (q) The relevant Owner or Occupier is responsible for the actions of their Invitees within the Wharf Club. Any additional costs incurred (covering damage, additional cleaning, etc.) will be charged to the Owner of the Lot.
- (r) Persons using this area must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any other person lawfully using Common Property.
- (s) Any persons under the age of 16 must be accompanied by an adult at all times whilst accessing the Wharf Club.
- (t) An Owner or Occupier must be in appropriate attire at all times in this area.
- (u) All users of this area do so at their own risk.
- (v) The following items are not permitted within the Wharf Club:
 - (i) alcohol;
 - (ii) smoking;
 - (iii) animals;
 - (iv) amplified music;
 - (v) glass objects, including drinking glasses,
 - (vi) sharp objects; or
 - (vii) portable personal and private barbeques.
- (w) The Wharf Club Management Plan (a copy of which is attached in Annexure A) sets out the framework for the management of the Wharf Club. The Owners Corporation has entered into agreements to implement the management, operation and maintenance of the Wharf Club in accordance with this plan. For as long as Mirvac Docklands Pty Ltd has an interest in a lot in the Plan, the Wharf Club Management Plan can only be amended from time to time with the prior written consent of Mirvac Docklands Pty Ltd.



4.2 GYMNASIUM, AND ASSOCIATED AMENITY

- (a) Subject to **Rule 4.2(b)**, the gymnasium and associated amenity in the Wharf Club is only for use by Residents. The number of Residents per Lot that can access these facilities will be determined by the Owners Corporation from time to time.
- (b) Invitees may be permitted to use the gymnasium and associated amenity however the number of Invitees per Owner or Occupier will be restricted to a maximum number per year and access granted at a price to be determined by the Owners Corporation from time to time.
- (c) Invitees of Owners and Occupiers may not use these facilities unless the Owner or Occupier has obtained the written permission of Building Management in accordance with the requirements of the Owners Corporation as determined from time to time.
- (d) Use of these facilities is permitted by other approved users in accordance with a fair and equitable user pays system as determined by the Owners Corporation from time to time.
- (e) The gymnasium and associated amenity may only be used in a manner that will not cause a hazard to the health, safety and security of themselves and/or any Owner, Occupier or Invitee of another lot within the Building.
- (f) Proper gymnasium attire and enclosed footwear must be worn at all times.
- (g) Owners and Occupiers must provide their own towels to wipe down equipment after use.
- (h) A person who is under the influence of alcohol, drugs or any illegal substances is not permitted to use the gymnasium or associated amenity.
- (i) Personal trainers are not permitted to operate in the gymnasium unless directly engaged by the Gym Manager and approved by the Owners Corporation.
- (j) The hours of use for the gymnasium will be determined by the Owners Corporation from time to time and must be observed.

- (k) All paperwork as required by the Owners Corporation must be signed by the Owner or Occupier, and where necessary any authorised personal trainer, prior to using the gymnasium. This form must be obtained from Building Management.
- (l) All users of the gymnasium and associated amenity use the facility and its equipment at their own risk. No responsibility is accepted by the Owners Corporation for any injury or damage to any person or property as a result of the Owner's, Occupier's or Invitee's use of the gymnasium or associated amenity.
- (m) Damage arising from misuse of equipment may result in the Owner and Occupier being prohibited from using the gymnasium.
- (n) Any reasonable directions of the Gym Manager or directions depicted on signage in the gymnasium and associated amenity must be observed by all users of this area.

4.3 SWIMMING POOL, SPA AND STEAM ROOM

- (a) Subject to **Rule 4.3(b)**, the swimming pool, spa and steam room in the Wharf Club are only for the use of Residents. The number of Residents per Lot that can access these facilities will be determined by the Owners Corporation from time to time.
- (b) Invitees may be permitted to use these facilities however the number of Invitees per Owner or Occupier may be restricted and access granted at a price to be determined by the Owners Corporation from time to time.
- (c) It is expected that a maximum of two (2) Invitees of Owners and Occupiers may use these facilities if the Owner or Occupier has obtained the permission of Building Management in accordance with the requirements of the Owners Corporation as determined from time to time. Invitees must always be accompanied by an Owner or Occupier.
- (d) The swimming pool, spa and steam room may only be used by an Owner, Occupier or Invitee in a manner that will not cause a hazard to the health, safety and security of themselves and/or any Owner, Occupier or Invitee of another Lot within the Building.
- (e) Running, ball playing, noisy, boisterous or rough play in or out of the swimming pool, spa and steam room and surrounding areas is not permitted, nor is jumping or diving from the edge of the pool.
- (f) A person who is under the influence of alcohol, drugs or any illegal substances may not use the swimming pool, spa or steam room.
- (g) Drinking alcohol or eating of food is not permitted in the swimming pool, spa and steam room area.
- (h) All swimming pool, spa and steam room users must shower prior to use.
- (i) All swimming pool, spa and steam room users must dry off before leaving the swimming pool area.
- (j) Owners, Occupiers and Invitees must wear suitable clothing and dry footwear when entering or leaving the swimming pool, spa and steam room, and suitable attire when using the facilities. Wearing of swimming attire only or bare feet is not allowed in Common Property.
- (k) The hours of use for the swimming pool, spa and steam room will be determined by the Owners Corporation from time to time and must be observed.
- (l) All paperwork as required by the Owners Corporation must be signed by any person who intends to use the swimming pool, spa and steam room prior to use. This form must be obtained from Building Management.
- (m) No responsibility is accepted by the Owners Corporation for any injury or damage to any person or property as a result of the Owner's, Occupier's or Invitee's use of the swimming pool, spa or steam room. All users of the swimming pool, spa and steam room do so at their own risk.
- (n) Any reasonable directions of the Gym Manager or directions depicted on signage in the swimming pool, spa and steam room areas must be observed by all users of these areas.

4.4 USE OF ROOFTOP

- (a) All users of the Rooftop do so at their own risk.

AN727922N

07/04/2017 \$46.30 OCAR



- (b) Persons using the Rooftop must observe the following Rules:
- (i) animals are permitted on the Rooftop but must be secured by a lead, carried or in a cage at all times. If an animal creates any mess on the Rooftop it must be cleaned up immediately by the person responsible for the animal;
 - (ii) a person responsible an animal must make good any damage to the Rooftop, including the landscaped garden, caused by that animal;
 - (iii) alcohol, glass objects including drinking glasses and sharp objects are not permitted on the Rooftop unless prior written approval is granted by the Owners Corporation in their absolute discretion;
 - (iv) children are not permitted on the Rooftop unless accompanied and directly supervised by an adult who is responsible for them;
 - (v) items are not to be thrown from the Rooftop under any circumstances;
 - (vi) with the exception of the Gym Manager classes, the Rooftop may not be used for any commercial enterprise such as personal training or group exercise classes without prior approval of the Owners Corporation following consultation with the Developer; and
 - (vii) bikes, skateboards, rollerblades, hover boards or any other wheeled equipment is not permitted to be used on the Rooftop.
- (c) The Owner or Occupier using the Rooftop is responsible for the Owner or Occupier and their Invitees. The Rooftop must be satisfactorily cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc.) will be charged to the Owner or Occupier responsible.
- (d) must not make any under noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any other person lawfully using the Rooftop.
- (e) The hours of use for the Rooftop will be determined by the Owners Corporation from time to time and must be observed.

4.5 INDUCTION

- (a) Prior to Members being permitted to use the Wharf Club, Members must:
- (i) complete an induction with the Gym Manager; and
 - (ii) sign a medical disclaimer and any other forms reasonably required by the Owners Corporation, Gym Manager or Building Management.
- (b) Without limiting **Rule 4.5(a)**, prior to Members being permitted to use any part of the Common Property (including the Rooftop), Members must:
- (iii) complete an induction with the Building Management; and
 - (iv) sign any forms reasonably required by the Owners Corporation or Building Management.

5. USE OF LOTS

5.1 USE

Without limiting the Rules relating to Retail/Commercial Lots an Owner or Occupier of a Lot must not use any part of the Common Property for any trade or business nor permit others to do so unless:

- (a) in the absolute discretion of the Owners Corporation the trade or business can be carried on and is carried on without causing undue nuisance to other Owners or Occupiers;
- (b) the use or the type of trade or business has been approved by the Owners Corporation;
- (c) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot; and
- (d) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with.



AN727922N

07/04/2017 \$46.30 OCAR



6. NOISE

- (a) Noise or vibration must not be audible or perceptible outside a Lot.
- (b) Owners and Occupiers must not make or permit to be made any undue noise in or on the Common Property affected by the Owners Corporation.
- (c) Generally, noise levels from the Common Property must not interfere with the peaceful enjoyment of others in the Building, including those lawfully using the Common Property.
- (d) Owners and Occupiers must not make or permit to be made any unreasonable level of noise in or about the Common Property.
- (e) Music, other than that played on a personal listening device through headphones so as not to be audible to other persons in the vicinity, is not to be played in any Common Property without the prior approval of the Owners Corporation.
- (f) Owners and Occupiers must not install any equipment or device in a Lot which creates vibrations that travel into another Lot or Common Property and which cause nuisance without the prior approval of the Owners Corporation.
- (g) Owners and Occupiers must not hold any social gathering or create noise likely to cause a nuisance in the Common Property or on balconies, courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains of its Lot.

7. RUBBISH AND WASTE MANAGEMENT

- (a) Rubbish must not be left on Common Property aside from in the designated waste areas.
- (b) The Wharf Club operator(s) and Café lot must arrange and pay for their own waste management (including collection). A garbage storage area is provided for this purpose.
- (c) Guidelines on the use of rubbish bins may be determined and varied at any time by the Owners Corporation.
- (d) An Owner or Occupier of a Lot must not store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation.
- (e) An Owner or Occupier of a Lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of other Owners or Occupiers.
- (f) An Owner or Occupier is responsible for appropriate use of the rubbish bins and garbage rooms in accordance with the Rules and Guidelines.
- (g) Any additional costs incurred (covering additional waste management services, damage, additional cleaning, etc.) will be charged to the responsible Owner or Occupier of the Lot.
- (h) Under no circumstances is rubbish to be left anywhere in the Common Property other than in the bins provided.
- (i) Rubbish must be disposed of in secure wrapping by taking it to the rubbish and recycling bins in accordance with the Guidelines.
- (j) Items that can be disposed of via the recycling bins include glass bottles, flattened cardboard (of appropriate size), plastic containers, aluminium cans and paper.
- (k) Items that must not be disposed of via or bins include, amongst other things, cigarette butts, ignition sources or fluids, liquids, items that may block the chute, and any other inappropriate items.
- (l) No flammable items are to be disposed of through the bins or the garbage room.
- (m) Hard rubbish (for example glass, brick, crockery, appliances or similar) must not be disposed of in the garbage bins. An Owner or Occupier is responsible for the disposal of hazardous/hard rubbish or large items, and must make private arrangements for disposal of these items.
- (n) Cardboard cartons and rubbish must not be left on the Common Property by trades or service people and must be removed by the trades or service people.
- (o) An Owner or Occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another Owner's Lot or the Common Property. Any damage or

cost for cleaning or repair caused by breach hereof will be borne by the responsible Owner or Occupier.

8. BUILDING WORKS

8.1 GENERAL

An Owner must not, and must ensure that the Occupier of an Owner's Lot does not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:

- (a) works are only to be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies have been given to the Owners Corporation or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof;
- (b) evidence must be provided to the Owners Corporation confirming that the works will not affect the structural integrity of the Building, appearance of the Building, insurance, and any ratings (such as fire and acoustic); and
- (c) works must be undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Owners and Occupiers.

8.2 CONDITIONS

- (a) An Owner or Occupier of a Lot must not proceed with any such works until:
 - (i) the Owner or Occupier 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;
 - (ii) the Owner and the Occupier supplies to the Owners Corporation such further particulars of those proposed works as may be reasonably requested to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accordance with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and
 - (iii) the Owner or Occupier receives written approval for the proposed works from the Owners Corporation.
- (b) The Owner or Occupier of a Lot must ensure that:
 - (i) all servants, agents and contractors undertaking the works comply with the proper and reasonable directions of the Owners Corporation concerning the method of Building operations, means of access, use of Common Property and on-site management and Building protection, delivery of materials, parking of vehicles, disposal of waste and hours of work and any other matter reasonably determined by the Owners Corporation; and
 - (ii) the 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.
- (c) The Owner or Occupier of a Lot must supply to the Owners Corporation a copy of the servants, agent, and contractors risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same.
- (d) The Owner or Occupier of a Lot will immediately make good all damage to and dirtying of the Building and Common Property which is caused by such works and if the Owner or Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right to make good any such damage or dirtiness and charge the cost of same to the Owner in its absolute discretion.
- (e) The Owner or Occupier of a Lot must not arrange for trades persons (except in emergencies) of any nature or kind to carry out works except between 8.00am to 5.00pm Monday to Friday and there will be no work done by trades people on weekends or public holidays at all.



- (f) The Owner or Occupier of a Lot must promptly notify the Owners Corporation or Building Management on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.
- (g) The Owner or Occupier of a Lot will compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Owner or Occupier or their Invitees.

8.3 RETAIL/COMMERCIAL LOT WORKS

The Owners Corporation and each Owner or Occupier of a Retail/Commercial Lot acknowledges and understands that:

- (a) the Building is or will or may be a mixed use development and that Retail/Commercial Lots will be used as retail and commercial spaces and the Owners Corporation and each Owner or Occupier of a Lot consents to and will not object to any such use;
- (b) each of the Retail/ Commercial Lot Owners have leased or will lease from time to time all or part of the Retail/Commercial Lot to one or more Occupiers for the purpose of conducting businesses in or from the Retail/Commercial Lot;
- (c) Retail/Commercial Lot Owners or Occupiers may carry out building works within their lot within the hours prescribed by the Melbourne City Council from time to time without the prior consent of the Owners Corporation;
- (d) Retail/Commercial Lot Owners or Occupiers may but are not obliged to carry out any fit-out or refurbishment works to the Retail/Commercial Lots from time to time for any purpose or use permitted by law and must comply with **Rules 8.1 and 8.2**;
- (e) Retail/Commercial Lot Owners or their agents may from time to time seek to apply for or to amend any planning permit or seek a new planning permit or building permit with respect to the Retail/Commercial Lot Works; and
- (f) the Owners Corporation will if required to do so by a Retail/Commercial Lot Owner or Occupier or any other relevant municipal or public authority provide necessary consents or authorities that may be needed or required by a Retail/Commercial Lot Owner or Occupier to obtain any planning permit or any amendment to any planning permit or other permit for any Commercial Lot Works or for a to enable the use or proposed use of any retail or commercial area or space located in the Building.

9. SIGNAGE

- (a) Retail/Commercial Lot Owners may be required to remove or modify any signage if required by the Owners Corporation should it be deemed by the Owners Corporation, acting reasonably, to be excessive or inappropriate.
- (b) Despite anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred under the Act and Regulations, has the power and authority to grant the Developer the right to erect signs on the Common Property.

10. NOTIFICATION OF DEFECTS

An Owner or Occupier must notify Building Management and the Owners Corporation as soon as it becomes aware of any damage to or defect in:

- (a) the Common Property or any personal property of the Owners Corporation; or
- (b) any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or services.

11. DAMAGE, REPAIRS AND MAINTENANCE

11.1 DAMAGE AND CLEANLINESS

- (a) Owners and Occupiers must promptly notify Building Management and the Owners Corporation if they become aware of any damage to or uncleanness of Common Property.



- (b) Cans, bottles and similar rubbish must not be left in Common Property. If Common Property must be cleaned by Building Management after use by an Owner, Occupier or their Invitees, a cleaning fee may be charged by the Owners Corporation to the relevant Owner.
- (c) Owners and Occupiers must not mark, paint or otherwise damage or deface any part of the Common Property.

11.2 DAMAGE REPAIRS AND MAINTENANCE

An Owner or Occupier of a Lot must not:

- (a) damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Owners Corporation property located on, in or attached to the Common Property and if the Owners Corporation expends money to make good damage caused by any Owner, Occupier or their Invitees, it will be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the responsible Owner or Occupier;
- (b) interfere with or attempt to redirect any maintenance works being attended to by trades persons or others who have been appointed by the Owners Corporation specifically for work being undertaken;
- (c) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
- (d) store any flammable liquid or chemical on any Lot or any part of the Common Property (this rule does not apply to any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine);
- (e) interfere or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the relevant Occupier or Owner;
- (f) modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation; and
- (g) install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the fire regulations. i.e. being fire retardant and of a colour approved by the Owners Corporation.

12. LEASED LOTS

To ensure that the safety and security of the Building is maintained by and for all Owners and Occupiers, these Rules and any Guidelines, in addition to all others, will apply in regard to leasing or occupancy of lots by non-Owners:

- (a) in order to maintain currency of occupancy records, the Owner or their agent must notify Building Management in advance of:
 - (i) the full details of new leaseholders or other changes of occupancy; and
 - (ii) the expected term of each occupancy; and
- (b) an Owner of a Lot, which is subject to a lease or licence agreement must ensure that any Occupier of the Lot 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 any lease or licence. 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 Occupier to strictly comply with these Rules or fail to pay the Owners Corporation any charges validly levied by the Owners Corporation against the Occupier within fourteen (14) days

13. RETAIL/COMMERCIAL LOT

- (a) Without limiting any other Rule, the Owner or Occupier of any Retail/Commercial Lot must:
 - (i) ensure that they maintain the Lot in a clean condition at all times;





- (ii) keep internal furniture, equipment and other miscellaneous items neat and in maintainable order so as not to detrimentally impact the overall appearance of the Building and store such items inside the Retail/Commercial Lot outside of operational hours;
 - (iii) obtain the prior written consent of the Owners Corporation for any use of Common Property and enter into any licence agreement as required by the Owners Corporation in relation to such use;
 - (iv) store its garbage and waste in receptacles approved by Building Management from time to time. For example, including but not limited to ensuring that garbage is appropriately drained and securely wrapped;
 - (v) in accordance with **Rule 13(a)(ix)**, store its garbage and waste in such part of the Common Property as designated and approved by Building Management from time to time;
 - (vi) arrange and pay for all garbage and waste to be collected and removed from the building as reasonably necessary and in any event at least once each week;
 - (vii) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
 - (viii) ensure all cardboard and paper waste is cut up or folded so as to fit in recycling bins;
 - (ix) store all bins within the designated commercial area and must not store bins or leave garbage on Common Property unless it is in accordance with **Rule 13(a)(iv)**;
 - (x) take out its own bins on each garbage collection day and bring the bins in before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;
 - (xi) ensure that smells and odours do not emanate from any bins used by the Owner or Occupier of the Retail/Commercial Lot or from any part of the Retail/Commercial Lot. For example, including but not limited to ensuring that garbage is appropriately drained and securely wrapped;
 - (xii) void unnecessary noise when filling bins and ensure contractors collect rubbish and recycling between 8:00am and 9:00am Monday to Saturday and between 9:00am and 10:00am on Sundays;
 - (xiii) comply with any waste management requirements of the Owners Corporation and Building Management as well as any plan required or approved by the relevant Council or any other relevant authority in accordance with any planning permit relating to the business carried on from the Retail/Commercial Lot;
 - (xiv) ensure that all smoke detectors and fire equipment installed in the Retail/Commercial Lot are properly maintained and tested (excludes sprinklers linked to the main building system);
 - (xv) ensure compliance with all statutory and other requirements directly relating to fire and fire safety of the Retail/Commercial Lot; and
 - (xvi) ensure that any air-conditioning unit exclusively servicing the Retail/Commercial Lot is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied so as to ensure that water is not falling onto another Lot or within Common Property.
- (b) Nothing herein shall prevent or prohibit the Owner or Occupier of a Retail/Commercial Lot from carrying on its reasonable business operations and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit, provided that at all times the Owner or Occupier of any such Retail/Commercial Lot:
- (i) operates lawfully;
 - (ii) obtains each and every permit, liquor licence or other consent required; and
 - (iii) operates within the terms of any such liquor licence, permit or consent,
- the Owners Corporation agrees not to do any such act which may hinder or prevent the Owner or Occupier of a Retail/Commercial Lot from conducting its business.
- (c) The Owner or Occupier of Retail/Commercial Lot will be responsible for all costs associated with the lighting, cleaning, repairs and maintenance of any part of the Common Property used or occupied by them, whether under licence or otherwise. The Occupier will be responsible for

ensuring that any such areas are kept in a pristine condition at all times and shall comply with all Rules and Guidelines of the Owners Corporation from time to time.

- (d) If any part of the Common Property is used or occupied on a non-exclusive basis as referred to in **Rule 13(c)**, the Occupier shall be responsible for its proportionate share (as determined by the Owners Corporation or its sole director) of lighting, cleaning, repairs and maintenance of such areas.
- (e) There is a maximum of 1 annual Membership available to the owner of the Retail/Commercial Lot. This Membership can only be used by the owner (or if the owner is a body corporate, by 1 director, shareholder or employee) and is not transferrable. For the avoidance of doubt, neither a tenant, occupier, invitee, customer nor any other party is entitled to a Membership by virtue of their use of or access to the Retail/Commercial Lot.

14. MANAGERS

14.1 OWNERS CORPORATION MANAGER AND BUILDING MANAGEMENT

- (a) The Owners Corporation Committee may delegate to the Owners Corporation Manager or Building Management to perform any of its powers or functions except those that require a unanimous or special resolution of the Owners Corporation.
- (b) When appointing the Owners Corporation Manager, the Owners Corporation must comply with the Act, Regulations, Rules or any other law governing their election.
- (c) Owners, Occupiers and Invitees must not interfere with or stop the Owners Corporation Manager or Building Management from:
 - (i) performing its obligations or exercising its rights under their agreement with the Owners Corporation; or
 - (ii) using Common Property that the Owners Corporation permits them to use.

14.2 CONSENT OF OWNERS CORPORATION

- (a) Any consent required from the Owners Corporation and which does not require the passing of a special or unanimous resolution pursuant to these Rules may be given:
 - (i) by the Owners Corporation at a Owners Corporation Committee meeting; or
 - (ii) by any person to whom the Owners Corporation has delegated the relevant power or function to, including but not limited to the Owners Corporation Committee, Member of the Owners Corporation Committee, or the Owners Corporation Manager.
- (b) The Owners Corporation may apply conditions to any consent given under these Rules.
- (c) The Owners Corporation may revoke any consent given under these Rules if:
 - (i) any conditions with the consent; or
 - (ii) the Rules under which the consent was given, are not complied with.

AN727922N

07/04/2017 \$46.30 OCAR



15. SECURITY

15.1 GENERAL

An Owner, Occupier or Invitee must not do or permit anything to be done, which may prejudice the security or safety of Common Property or any person in or around the Building.

15.2 SECURITY KEY

- (a) The Owners Corporation may charge a reasonable fee for any additional Security Key required by the Owner or Occupier of a Lot.
- (b) An Owner or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

- (c) Owners must exercise a high degree of caution and responsibility in making a Security Key available to other persons and must ensure that any lease or licence of their Lot requires the return of the Security Key by the tenant or licensee.
- (d) Owners and Occupiers must not duplicate the Security Key or permit it to be duplicated without written consent from Building Management and must take all reasonable precautions to ensure that the Security Key is not lost or stolen.
- (e) Building Management may elect not to issue or replace a lost Security Key without a written authority signed by the relevant Owner or their agent.
- (f) The number of Security Keys for a Lot may be restricted in the absolute discretion of the Owners Corporation.
- (g) A separate Security Key or pass and access procedure may be implemented for access to the Wharf Club.

16. OWNERS CORPORATION FEES

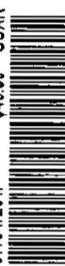
- (a) The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid either quarterly, half-yearly or annually in advance as determined by the Owners Corporation by each Owner according to their unit entitlement and unit liability on or before the due date.
- (b) 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.
- (c) 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 by an Owner, Occupier or Invitee. An Owner is responsible and liable for the conduct of its Occupier or Invitees and is liable to pay any associated additional fees.
- (d) All required fees are to be paid within 28 days of being levied against the Owner or Occupier.

17. CHARGING OF INTEREST AND RECOVERY OF AMOUNTS OWED TO THE OWNERS CORPORATION

- (a) 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. If any payment of Owners Corporation fees and charges are not paid within twenty-eight (28) days of the due date as identified on the invoice then interest will be charged from the due date until the amount owing and all interest has been paid in full.
- (b) The Owners Corporation may undertake debt recovery action against any Owner or Occupier to recover any amount owed to the Owners Corporation.
- (c) An Owner must take all reasonable action to recover from the Occupier the cost of damage, false alarms or other amounts from time to time owed to the Owners Corporation. If the amount is not paid within fourteen (14) days, or within an agreed period, the Owner will become liable to the Owners Corporation for the amount charged.
- (d) An Owner must pay to the Owners Corporation any monies reasonably incurred in pursuit of debt collection or searching for correct correspondence addresses including Land Titles Searches, administration fees or any other fees reasonably incurred.
- (e) Where the Owners Corporation expends money to make good the loss and/or damage caused by a breach of the Act, the Regulations or these Rules, including, without limitation, administrative and management costs, legal costs and the costs of any services or works incurred as a result of, arising from and/or for the rectification of the breach by Owners, Occupiers or Invitees, the amount so expended will be a charge on the Lot and the Owners Corporation will be entitled to recover the amount as a debt due in an action in VCAT or any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.
- (f) An Owner will on demand pay all costs including legal costs of the Owners Corporation on a solicitor and own client indemnity basis incurred by the Owners Corporation as a result of any breach of any Rule by that Owner.

AN727922N

07/04/2017 \$46.30 OCAR



18. INSURANCE

- (a) The Owners Corporation has a property insurance policy and a public liability insurance policy which covers property owned by the Owners Corporation but which, regardless of how damage occurs, does not extend to any damage to privately owned property, fittings or chattels, including curtains, blinds, light fittings, carpets and electrical fittings and appliances which are not built into the Lot and which can be removed.
- (b) The public liability policy only covers incidents that occur on common property and does not extend to any incident that occurs within any Lot and/or balcony or terrace.
- (c) Owners or Occupiers should arrange a contents insurance policy to include their own property. Owners who do not occupy their Lot should arrange a landlord's insurance policy which includes public liability cover.
- (d) If an Owner or Occupier causes damage to any Lot, other than their own, they may be responsible for the cost of reinstatement. Despite this Rule, the Owners Corporation is under no obligation to enforce or pursue any claim for damage caused by any party.
- (e) It is essential that details of any potential insurance claim are forwarded to the Owners Corporation immediately. If necessary, it will request the Owners Corporation's Insurer to handle the claim.
- (f) Any queries relating to insurance cover or claims should be directed to the Owners Corporation.
- (g) An Owner or Occupier must not do or permit to be done anything that may invalidate, suspend or render void or voidable any insurance policy effected by the Owners Corporation for the Building or render any increased premium payable in relation to such insurance.

19. COMPLIANCE

- (a) Owners and Occupiers must ensure that their Invitees comply with these Rules.
- (b) An Owner of a lot of which they are not the Occupier must take all reasonable steps, including any action available under any lease or licence, to ensure that any the Occupier and their Invitees comply with these Rules
- (c) Owners and Occupiers must at their own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- (d) Owners and Occupiers must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- (e) Any breach of the Rules or Guidelines will entitle the Owners Corporation to issue proceedings and/or impose such fine or penalty as it deems appropriate from time to time.
- (f) 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 Invitees.
- (g) An Owner will on demand compensate the Owners Corporation in full for any additional services (for example security, cleaning etc.) deemed necessary in the absolute discretion of the Owners Corporation or Owners Corporation Manager as a result of the acts, omission, or behaviour of that Owner or the Occupier of their Lots or their Invitees including but not limited to additional time spent by the Owners Corporation or Owners Corporation Manager or Building Management or other service providers as result of such act, omission or behaviour.
- (h) Owners (jointly and severally) indemnify, keep indemnified, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and/or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Owner or the Occupiers of their Lots or their Invitees of these Rules. The indemnity or release will not merge or terminate as a result of an Owner not owning any particular Lot anymore or an Occupier not occupying any Lot anymore.

20. PERSONAL INFORMATION OF OWNERS AND OCCUPIERS

- (a) The Owners Corporation may collect personal information about Owners and Occupiers of Lots, including but not limited to their name, street address and mobile phone number.



- (b) Personal information collected by the Owners Corporation regarding Owners and Occupiers of Lots may be disclosed to the Owners Corporation's agents and any sub-agents appointed, amongst other things, for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

21. SPECIAL RULES FOR THE DEVELOPER

Up until the sale and settlement of the last Lot owned by the Developer within the Building, nothing in these Rules will prevent or hinder the Developer from completing construction or improvements of the Common Property or the Retail/Commercial Lot and nothing in these Rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot owned by the Developer as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot owned by the Developer or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (c) conduct in a Lot owned by the Developer or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots owned by the Developer;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Building;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the Building;
- (h) exclude any Occupier and its Invitees from any part of the Common Property as may be necessary in order to carry out any works in relation to the completion of the Building;
- (i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out any works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works;
- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion; and
- (k) undertake any building works within a Lot that it owns without the prior approval of the Owners Corporation provided that in undertaking such works it does so in accordance with all relevant laws.

AN727922N

07/04/2017 \$46.30 OCAR



Annexure A – Wharf Club Management Plan

AN727922N

07/04/2017 \$46.30 OCAR



THE WHARF CLUB MANAGEMENT PLAN



AN727922N

07/04/2017 \$46.30 OCAR



1. Access

1.1 FOB Access

Access to the Wharf Club will be granted to all members of the Owners Corporation No. 2 PS724267V at Wharf's Entrance. This access will be provided via a security FOB distribution as follows:

- 1 bedroom apartments receive 2 memberships;
- 2 bedroom apartments receive 2 memberships;
- 3 bedroom apartments receive 3 memberships; and
- The Residential/Commercial lot to receive 1 membership.

Note. Swipe passes are separate to those provided to residents as means of accessing Forge, and those future towers at Wharf's Entrance who will become members of the Owners Corporation.

1.2 Resident Guests- Gym Usage

Invitees and guests of Forge residents may be permitted temporary daily access to the Wharf Club gym (in the Gym Manager's absolute discretion) via online pre-booking through BuildingLink (or any other software use from time to time). Invitees and guests will be required to pay a fee as determined by the Owners Corporation. Invitees and guests will only be permitted access while accompanied by the guest's resident host. Temporary access to the gym will be limited to the maximum capacity of allocated memberships for residents as set by the Owners Corporation.

1.3 Resident Guests- Pool Usage

Invitees and guests of Forge residents may be permitted temporary daily access to the Wharf Club swimming pool. A limit of 2 guests per resident applies at any one time. Online pre-booking will be required via BuildingLink. Invitees and guests will be required to pay a fee as determined by the Owners Corporation.

1.4 Public Access

General public memberships to the Wharf Club will be available via a fair and equitable user pays system in accordance with the Section 173 Agreement and by the Owners Corporation from time to time. The availability of these memberships and the relevant fee will be determined having regard to the viable ongoing maintenance and operation of the Wharf Club.

Note. 1 fob swipe will be provided per user pay membership for the membership holder to gain entry to the Wharf Club facilities, and they can access all areas contained within the Wharf Club.

1.5 User Pays Fund Allocation

Revenue produced from the user pays memberships will contribute to the cleaning and maintenance of the Wharf Club (or such other purpose as determined by the Owners Corporation from time to time). Any funds collected by the Gym Manager must be provided to the Owners Corporation (or set

off against the fee payable to the Gym Manager) and held in a sinking fund.

AN727922N

07/04/2017 \$46.30 OCAR



2. Gym Operator Roles & Responsibilities

2.1 Gym hours of operation

FOB access to the gym is permitted between 5:30am to 10:30pm 7 days a week. This is subject to change at any time as determined by the Owners Corporation.

2.1 Gym operator hours

The Gym Manager (or a member of its staff) must be present at the Wharf Club during the following times:

- Monday to Friday between 6am and 11:30am;
- Monday to Friday between 4pm and 7pm; and
- Saturday between 9am and 12pm.

These hours may be adjusted at the discretion of the Owners Corporation.

2.2 Gym Operator Duties

The Gym Manager is required to provide a service to all members of the Wharf Club (including any members of the public, invitees and guests) and is responsible for the day to day running of the Wharf Club (excluding those items relating to maintenance of the building which is completed by the Building Manager).

The Gym Manager must undertake the following services at the Wharf Club:

- day-to-day operations;
- training programs;
- running classes;
- addressing safety issues;
- running Member inductions prior to allowing Members access to the Wharf Club;
- general gym supervision;
- key communicator to Member; and
- maintenance of Equipment.

3. Building Manager Roles & Responsibilities

3.1 On-Site Hours

The Building Manager does not have a minimum/ maximum required number of hours per day within the Wharf Club. However, the Building Manager must allocate 15% of its hours to the Wharf Club in accordance with the relevant Building Management Agreement.

3.2 Building Manager Duties

Duties of the Building Manager with regards to the Wharf Club are outlined in Schedule 2 to the Building Management Agreement and includes, but is not limited to:

- Attending daily walks of the Wharf Club;

- Coordinating regular monthly servicing of steam room;
- Checking pool daily (water PH, chemicals etc.);
- Recording and coordinate monthly pool servicing ;
- Managing all service providers
- Maintaining building shell;
- Maintaining blinds;
- The supply of consumables (i.e. paper towel) as specified by Bluestone;
- Ensuring that all aspects of the amenities are cleaned and maintained;
- Coordinating with the Gym Manager in the collection and management of resident contract details and information, and communication to the Gym Operator on a regular basis;
- Attending regular meetings, and provide regular reporting on the facility.



At this stage, it has been agreed that the Building Manager for Forge will also have responsibility for the duties of the Building Manager for the Wharf Club. It should be noted that both agreements are separate and act independently from one another. There is no preferential treatment to Forge residents above others, and it was agreed that this arrangement would give the best service to the Wharf Club.