

Units Plan 14971

Consolidated Rules

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SECTION 1 - INTRODUCTION

1. EXISTING DEFAULT RULES AND BUILDING DESCRIPTION

1.1 Definitions—default rules

- (1) In these rules:

owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

- (2) A word or expression in these rules has the same meaning as in the [Unit Titles \(Management\) Act 2011](#) (the Management Act) and otherwise as more particularly described in the Dictionary to these rules.

1.2 Payment of rates and taxes by unit owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

1.3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the owners corporation by special resolution, unless such works are Minor Renovations for which the approval process is delegated to the Executive Committee in accordance with Rule 2.4 and Section 7; and
 - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- ~~(3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.~~

~~Examples—permission not unreasonably withheld~~

- ~~— safety considerations~~
- ~~— structural considerations~~
- ~~— financial considerations~~
- ~~— equity of access to common property, easements, facilities or utility services~~

~~Example—permission unreasonably withheld~~

~~external appearance of a unit or the units plan~~

(NOTE – SECTION 7 of the Consolidated Rules overrides this default rule to the extent of any inconsistency)

1.5 Pets in units

- (1) A unit owner or occupier (the **pet owner**) may keep an animal, or permit an animal to be kept, within the unit if—

- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

(NOTE – RULE 23 of the Consolidated Rules overrides this default rule to the extent of any inconsistency)

1.6 Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

(NOTE – RULE 23 of the Consolidated Rules overrides this default rule to the extent of any inconsistency)

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.

1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Management Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Management Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Management Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).

2. UNITS PLAN THE SUBJECT OF THE RULES

2.1 The Buildings within the Units Plan

The Units Plan to which these rules apply is configured as follows:

- (a) there are three buildings, known as Metropolis 1, Metropolis 2 and Metropolis 3 and the Common Property;
- (b) there are three basement car parking levels that form a podium for the three Buildings;
- (c) basements 3,2 and 1 largely comprise unit subsidiaries residential car spaces and Common Property which are secured behind roller doors accessible at basement Level 1, the remainder of basement level 1 is not currently secure and contains a car space identified as a Unit, namely Unit 563 on the Units Plan, and its subsidiary car spaces 1 – 26 and also some residential car space subsidiaries and storage areas and common property;
- (d) Metropolis 1 (described in the Units Plan as Building 1) consists of a ground level and levels 1- 12 and contains Common Property, residential units 1 – 281 and commercial units 553-557 and 563;
- (e) Metropolis 2 (described in the Units Plan as Building 2) consists of a ground level, levels 1-8 and a roof level including Common Property and terrace subsidiaries and contains residential units 282-454; and
- (f) Metropolis 3 (described in the Units Plan as Building 3) consists of a ground level, levels 1 – 8, and a roof level including Common Property and a terrace subsidiary and contains residential units 455 -552 and commercial units 558 -562;

2.2 Additional Alternate Rules

- (a) In addition to the default rules 1.1 – 1.12 the Owners Corporation has adopted these additional rules known as alternate rules pursuant to Section 78, 79, 108 and 112A of the Management Act to record the governance and management arrangements for the complex.
- (b) To the extent of any inconsistency between a default rule, (other than 1.4, 1.5 and 1.6) and the alternate rules, the default rules will override the alternate rule to the extent of the inconsistency only.

2.3 Approval of the Owners Corporation

Where a rule requires the approval of the Owners Corporation to a particular activity, unless stated otherwise in the rule the approval may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) unless the activity is a Restricted Matter, the Executive Committee at a duly convened meeting of the Executive Committee.

Evidence of resolutions of an Owners Corporation may be given by a certificate issued by the Executive Committee.

2.4 Approval of Minor Renovations

For the purposes of Section 7, the Functions of the Owners Corporation in approving Minor Renovations are delegated to the Executive Committee.

2.5 Approval not to be withheld

Neither the Owners Corporation nor the Executive Committee may withhold its approval to an application for an activity approved by a Rule.

2.6 Conditions

Owners must comply with all conditions in an approval.

SECTION 2 - USE OF COMMON PROPERTY

3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

3.1 General obligations

- (a) Owners must not break a Law when on Common Property.
- (b) Owners must ensure their Invitees:
 - (i) do not access areas of the Buildings unsupervised, beyond the reception point in the foyer of each Building;
 - (ii) do not access the Buildings with e-bikes or e-scutters (including but not limited to couriers and meal delivery service providers);
 - (iii) are not left to remain on Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
 - (iv) comply with the Rules; and
 - (v) are removed from the Building on refusing to comply with the Rules.

3.2 Prohibited behaviour

Owners must not:

- (a) make noise or behave in a way likely to interfere with another Owner's peaceful enjoyment of their Unit or Common Property;
 - (i) An owner/occupier should be particularly mindful of noise between:
 - a. 10PM and 7AM, Monday to Saturday; and
 - b. 10PM and 8AM, Sundays and public holidays.
- (b) use language or behave in a manner likely to cause offence or embarrassment to another Owner or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person;
- (d) park or stand a Vehicle on driveway areas or paved areas within Common Property;
- (e) drive Vehicles at speeds in excess of 10 kph or as otherwise indicated by sign posts;
- (f) smoke or vape while on Common Property including foyers, corridors, lifts, fire escape stairwells and in front of any external entry door to the Building and or in the tiled or decked areas within the Common Property areas between the three buildings;
- (g) discard cigarette butts or other smoking paraphernalia onto Common Property;
- (h) bring or permit to be brought in, a heavy article which might cause structural damage to the Building or complex – this includes, but is not limited to shopping trolleys;
- (i) do anything to damage or deface Common Property;

- (j) interfere with personal property vested in the Owners Corporation;
- (k) place or hang or attach an item on or modify Common Property (including objects in corridors or to the outside of the entry door to a Unit or a letter box) without approval from the Executive Committee;
- (l) litter or leave items on Common Property, including the common areas on the carparking levels (such as furniture etc.);
- (m) damage any lawn, plant, tree or garden in Common Property;
- (n) use part of a lawn, plant or garden in Common Property for their own purpose;
- (o) install a satellite dish to Common Property or a Unit visible from outside the Unit;
- (p) use or interfere with fire safety Equipment except in the case of an emergency and must not obstruct fire stairs or fire escapes or leave fire doors propped open;
- (q) interfere with the operation of Equipment installed on Common Property;
- (r) modify existing Equipment attached to Common Property (whether or not such Equipment is contained wholly within their Unit);
- (s) interfere with Common Property or remove an item from Common Property placed there by the direction or authority of the Owners Corporation;
- (t) attach or install any item on the roof of the Building; or
- (u) store garbage on Common Property, including any part of the Common Property for which a Special Privilege Rule has been granted.

3.3 Deliveries to Common Property

- (a) It is an Owners responsibility to ensure that parcel, furniture, food and any other delivery is collected promptly if delivered to the foyer or anywhere else on the Common Property.
- (b) Food deliveries must not:
 - (i) be left uncollected in the foyer of the Building or at the door of a Unit or anywhere else on the Common Property; or
 - (ii) cause nuisance by dirtying the Common Property.
- (c) Food deliveries that are left uncollected may be removed and if required, a cleaning fee may be charged to the Unit Owner, as reasonably determined by the Executive Committee.
- (d) Generally, parcel, furniture or other deliveries should be collected by an Owner or Occupier on the same day that it is delivered, unless:
 - (i) the Owner or Occupier has made arrangements with the building manager for its storage for a reasonable time; and
 - (ii) the Owner or Occupier collects the delivery from the building manager within the agreed timeframe.
- (e) If a delivery is not collected in accordance with rule 3.3(d) then the Owner or Occupier acknowledges that the delivery may be returned to the sender and any costs associated with this is the responsibility of the relevant Unit Owner.

3.4 Duty to notify defects to the Owners Corporation

Owners must inform the Owners Corporation of any defect they become aware of on Common Property or any property vested in the Owners Corporation.

4. SECURITY

4.1 Functions of the Owners Corporation/Managing Agent

- (a) All Owners are entitled to hold Security Keys on the following terms:-
 - (i) One roller door remote per car space owned plus one; and
 - (ii) One lift remote fob per bedroom plus one.

e.g. if 2 car spaces owned, maximum total roller door remotes is $2 + 1 = 3$
e.g. if 3 bedroom apartment, maximum total lift remote fobs is $3 + 1 = 4$
- (b) The Owners Corporation via the Managing Agent is responsible for the issue, programming, coding and re-coding of Security Keys.
- (c) The Owners Corporation via the Managing Agent is responsible for determining to whom Security Keys should be issued to in relation to Shared Facilities.
- (d) The Managing Agent may charge an Owner a fee for:
 - (iii) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
 - (iv) coding or re-coding of any Security Key.
- (e) The Managing Agent may require the provision of a bond before:
 - (i) issuing any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); or
 - (ii) coding or re-coding of any Security Key.
- (f) No Security Keys may be copied by an Owner at any time.

4.2 Obligations of Owners

- (a) An Owner must not do anything or permit anything which may or which would be likely to prejudice the security of the Building.
- (b) Owners must:
 - (i) comply with all rules and directions of the Owners Corporation and the Managing Agent relating to the security and safety of the complex;
 - (ii) exercise great care in making Security Keys available to any person; and
 - (iii) immediately notify the Managing Agent if a Security Key is lost or destroyed, as failure to do so can lead to a security breach, for which you as an Owner may be held liable.

- (c) Owners must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than to a party who is entitled to a Security Key.
- (d) Lock boxes are not permitted on Common Property, as they have the potential to cause security issues for all residents if they are broken into and Security Keys are stolen.
- (e) Owners must keep their letter box locked at all times.
- (f) Owners must not leave an entry door to their Unit ajar.

4.3 CCTV

- (a) The Owners Corporation has installed a CCTV system which is managed and administered by the Executive Committee and as duly delegated, to the Managing Agent. The CCTV system is intended to provide an increased level of security for the benefit of Owners and Occupiers in the Building and as a deterrent of criminal activity and is also necessary to support insurance claims.
- (b) All data recorded by the CCTV system will be managed in accordance with the relevant privacy legislation from time to time.
- (c) Access to recorded material will only be granted for reasons that fall within the purpose of the system and in accordance with privacy laws.
- (d) The showing of recorded material to unauthorised personnel will be in accordance with law and in compliance with the needs of police in connection with the investigation of an alleged crime.
- (e) Access to recordings may be obtained in connection with civil disputes by Court Order or be extended to lawyers acting for defendants or victims in criminal proceedings in consultation with police. CCTV may also be used where necessary for insurance claim purposes. All requests for access to data for this purpose must be approved by the Executive Committee.
- (f) Copies of recorded data will only be made available at the request of the Executive Committee or the police officer in charge of an investigation. A written record of the request including details of the requesting person, time, date and reasons for the request will be recorded in the data access log book.

4.4 FIRE ALARMS

Owners must compensate the Owners Corporation the costs incurred by it for any false fire alarm caused by the Owner or emanating from the Owners Unit for any reason. The Owners Corporation may assume a false fire alarm was caused by an Owner or emanated from a Unit if it is so advised by ACT Emergency Services or a fire monitoring contractor engaged by the Owners Corporation.

4.5 Fire Safety Requirements

Precautions

- (a) Due to fire safety requirements in the Building, Owners must not:
 - (i) install fly screens or security screens on the Balcony without obtaining approval under Rule 2.4;
 - (ii) install fly screens or security screens on a unit entry door;
 - (iii) change or modify the locks on Unit doors without the approval under Rule 2.4, to ensure the change is fire door compliant;
 - (iv) interfere with fire escape doors;

- (v) leave open any doors leading from basement car parks;
- (vi) obstruct fire doors or exit passageways;
- (vii) use doormats or other items to prop open doors;
- (viii) make any alteration or modification to their Unit entry door, Balcony doors or windows (including the installation of deadlocks), without prior written permission by the Executive Committee; or
- (ix) place any object in the hallways outside their Unit that may become a trip or fire hazard. Such objects include, but are not limited to, welcome mats, shoe racks, furniture, wall hangings, bicycles, scooters, shoes and prams that create a potential fire hazard.

If requested by the Managing Agent of the Owners Corporation or Executive Committee, an Owner must, at their own cost, obtain and provide the Owners Corporation with a fire consultant's report in relation to the proposed change in use of a unit will have on the Building's fire safety system.

- (b) An Owner must not place any item on top of a storage cage that could impede the fire sprinkler system.
- (c) An Owner must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment, except in the case of an emergency.

5. MOVING AND DELIVERING

5.1 Moving and delivering Goods

- (a) Owners must not transport or deliver, or permit or cause to be transported or delivered, Goods on Common Property except in compliance with this rule.
- (b) Owners are to ensure that move in/out times are conducted between 9am and 4pm, Monday to Friday (excluding public holidays) in order to alleviate lift disruption during peak usage.

5.2 Removalist truck access and parking

- (a) Owners must direct their Removalist to, and ensure that any truck used by their Removalist:
 - (i) uses the designated car park located at the loading docks behind Metropol 1 and Metropol 2; and
 - (ii) does not access the Building via or park along Boollee st, Ainsle Avenue or Cooyong St.

5.3 Other conditions

- (a) Prior to transporting large or bulky Goods on Common Property or delivering large or bulky Goods to a Unit, Owners:
 - (iii) must give the Owners Corporation not less than 3 business days notice (during standard business hours) of the approximate date and time the Goods will be transported or delivered so appropriate arrangements can be made for the installation of internal coverings for lift protection and, where possible, parking for removal vehicles can be arranged;
 - (iv) must notify the Owners Corporation as to whether the move will be conducted by a Removalist or residents family/friends, prior to the move occurring;
 - (v) if the Owner has engaged a removalist the Owner must give the Owners Corporation the removalist's name and contact number and satisfactory evidence of suitable public liability or

contractors all risk insurance held by the Removalist for the benefit and protection of the Owners Corporation.

- (b) Owners must ensure they and their Removalist comply with all Rules in this part when transporting Goods on Common Property or delivering Goods to a Unit.
- (c) Owners must ensure that the Removalists use the designated car park and neither they nor their Removalist:
 - (i) monopolize Common Property when transporting Goods; or
 - (ii) permit a vehicle to stand/park on the driveway or obstruct parking.
- (d) Owners must supervise their Removalist in order to ensure no damage is caused to Common Property, another Unit or property vested in the Owners Corporation, by transporting or delivering Goods.
- (e) Owners at their own expense:
 - (i) must immediately notify the Owners Corporation of any damage caused to Common Property, another Unit or property vested in the Owners Corporation, by transporting or delivering Goods and will be responsible to remedy;
 - (ii) must remove debris or other materials left on Common Property as a result of transporting or delivering Goods and must not dispose of packing boxes, packing materials and associated rubbish in the common property garbage rooms or hoppers; and
 - (iii) must report and clean any part of Common Property which requires cleaning as a consequence of transporting or delivering Goods, including spills and debris.

SECTION 3 – USE OF UNITS

6. OCCUPATION AND USE OF UNITS

6.1 General

- (a) Owners must:
 - (i) keep their Unit clean, tidy and in good repair;
 - (ii) dispose of domestic general and recyclable waste by disposing of it in the respective general waste and recyclable waste chutes within each building. Larger rubbish should be taken to the ground floor rubbish disposal. Rubbish should not be left next to a chute in any rubbish room. All general waste must be securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate).
 - (iii) comply with all Laws, including but not limited to the Units Plan permitted use covenants, affecting their Unit.
- (b) Owners must not:
 - (i) store or use chemical, liquid, gas or flammable material on their Unit unless it is to be used in the lawful, permitted use of their Unit;
 - (ii) use, occupy or allow their Unit to be used or occupied for:
 - (A) an unlawful purpose; or
 - (B) a purpose that may affect, lessen or damage the reputation of the Building;
 - (iii) cause annoyance, disturbance or nuisance to other Owners;
 - (iv) allow tobacco smoke or other substances to emit from their Unit (including the Balcony of their Unit);
 - (v) break a Law whilst in their Unit;
 - (vi) regularly place unsecured clothes racks or mount wall clotheslines or make-shift clothesline on Balconies and at no time may place or hang laundry, towels, rugs, bedding or any other similar item on any railings or wall on the Balconies;
 - (vii) keep anything on any part of their Unit visible from outside their Unit which is inconsistent with the visual aesthetics (ie; consistent colour scheme) of the Building;
 - (viii) operate or allow to operate a device or electronic Equipment on their Unit which interferes with a domestic appliance lawfully in use in the Building, complex or another Unit;
 - (ix) place on, attach to or hang from their Unit or Common Property an aerial, a security device or wires; or
 - (x) install or operate an intruder alarm in their Unit which emits an audible signal which is likely to cause external nuisance;

6.2 Floor coverings

- (a) Owners must keep the floor space within their Unit covered or treated to prevent the transmission of noise which is likely to disturb the peaceful enjoyment of another Unit (kitchens, bathrooms, laundries and floor coverings installed at the date of registration of the Units Plan excluded).
- (b) Installing or replacing wood or other hard floors (such as tiles, granite, marble or stone including with vinyl or hybrid flooring) is Minor Renovations which requires the approval of the Executive Committee.

6.3 Window coverings

- (a) Owners must not:
 - (i) tint or place UV/solar window film or otherwise alter the external facing windows or glass doors on the boundary of their Unit other than with the consent of Executive Committee as Minor Renovations. Any such alteration must be double glazing compatible and installed by a professional; or
 - (ii) attach any external window coverings other than in accordance with Clause 6.3 (b);
- (b) Owners must not fix any item (including curtains, blinds, sun shades, shutters, sun shades, awning and security bars) to the outside of the windows or the doors on the boundary of their Unit unless it is approved by the Executive Committee as Minor Renovations.
- (c) Owners must ensure that internal window coverings (such as blinds, curtains, drapes etc.):
 - (i) maintain the external quality, appearance and colour scheme of the complex and such items are kept in good repair and not offensive;
 - (ii) are 'specific for purpose' and must be installed to manufacturer's standards. Use of bath towels, shower curtains, bed sheets, foil sheets, cardboard and the like is not permitted; and
 - (iii) are only coloured white, black or grey when viewed from outside their Unit, unless approval is given by the Executive Committee.

6.4 Cleaning windows and doors

- (a) Owners must clean the door and window frames on the boundary of their Unit on a regular basis (even though Common Property) to prevent corrosion, rusting and weathering.
- (b) Owners must keep clean all interior and exterior surfaces of glass in windows and doors on the boundary of their Unit (even though Common Property), unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) the glass or part of glass cannot be accessed by the Owner safely or at all.
- (c) The Owners Corporation may decide:
 - (i) to keep clean such glass surface of a window or door on the boundary of a Unit; or
 - (ii) not to keep clean such glass surface of a window or door on the boundary of a Unit.

6.5 Balconies (which includes courtyards/terraces as per Dictionary)

- (a) Owners must not place on, attach to or hang from the Balcony or fence of their Unit an item of any kind other than as permitted by this rule.
- (b) Owners may erect a clotheshorse/clothes rack on a balcony when it is below the height/level of the balcony's surround/railing and not visible from the outside of the building, or from other Units.

- (c) Owners may place outdoor furniture, pots, plants and landscaping items on the Balcony of their Unit provided that:
 - (i) such items are not excessive and do not exceed loading limits of 200kg/sqm and any outdoor furniture is of high quality and in keeping with the design, aesthetics and quality of the complex including by reference to the colour scheme of the complex; and
 - (ii) such items are kept in good repair and condition and do not cause a nuisance to other owners due to omitting offensive smells, pesticides, debris and water run-off.
- (d) Owners must:
 - (i) keep the Balconies of their Unit clean, tidy and in good repair; and
 - (ii) clean the Balcony rails and posts on a regular basis and keep the drains clean and unobstructed (even though a maintenance obligation of the Owners Corporation) to prevent corrosion, rusting and weathering.
- (e) Owners must not:
 - (i) Use the Balcony of their Unit for storage purposes e.g. for storing cardboard boxes, bags of items or laundry racks when not in use;
 - (ii) erect a screen, cat net, awning, pergola or similar or install lighting on the Balcony other than with the consent of Executive Committee as a Minor Renovation;
 - (iii) rest pot plants, ornaments, candles or other items on balustrades or Balcony railings;
 - (iv) erect a clothes line on or over a Balcony;
 - (v) allow water or debris to escape from the Balcony; or
 - (vi) install an automatic sprinkler system on the Balcony.
- (f) In the event that Owners do not comply with any conditions of this Rule, the Owners Corporation via the Executive Committee may revoke any approval and request such items are removed from the Balcony and failure to do so will give rise to a breach of this rule.

6.6 Barbeques

- (a) Owners must not:
 - (i) place or operate a charcoal or wood burning barbeque on Balcony of their Unit, unless the Unit is a top floor open air terrace where there is water hose access; or
 - (ii) permit excessive smoke to emit from a barbeque on their Unit.

6.7 Car Space

- (a) Car Spaces other than enclosed garages may not be used for any purpose other than for parking motor cars, motor cycles and bicycles.
- (b) Owners must keep their Car Space clean and free from food/drink spillage and grease.
- (c) Owners must not install an over the bonnet storage unit in their Car Space unless:
 - (i) it has received the prior approval of the Owners Corporation;

- (ii) it is in a class of items that has been approved by the Owners Corporation; or
 - (iii) it is permitted by a registered Rule.
- (d) Owners must not enclose their Car Space.
- (e) Repair work may not be carried out in a Car Space.
- (f) No charging of Electric vehicles is permitted in a Car Space from a 10 amp electricity socket or from any common property electricity source.

6.8 Storage Space

Owners:

- (a) must keep their Storage Space clean, tidy and free from vermin;
- (b) must comply with fire standard AS2118.1 2017 for items stored in a Storage Space, ensuring no item is kept or installed within 500mm of any sprinkler and keep clear any grill associated with an adjoining plant room;
- (c) must not place any items on top of the Storage Space;
- (d) must keep the metal shed forming part of the Storage Space in a good state of repair and condition;
- (e) must not make any changes or alterations to the metal shed forming part of the Storage Space, other than locking mechanisms that enhance the security of the storage shed provided Executive Committee approval is obtained;
- (f) must not store perishable, commercial, dangerous or inflammable material in their Storage Space;
- (g) may only use their Storage Space for storing household items associated with the use of their Unit and for no other purpose; and
- (h) any items stored in a Storage Space is at the Owners own risk and items of value are not recommended to be stored in a Storage Space. The Owners Corporation is not responsible for replacing or compensating for any lost/damaged or compromised contents (including carpets) regardless of the cause.

6.9 Charges

Owners are responsible to pay, and must pay, all monies separately charged to, invoiced to or levied on them in connection with the utilities provided to or consumed in connection with their Unit, whether charged, invoiced or levied by an Authority or the Owners Corporation. Any such charge, invoice or levy must be paid within the time stipulated on the relevant charge, invoice or levy: and if no such time is stipulated, within 30 days of its date.

7. ACCESS THROUGH UNITS

7.1 Owners Corporation may have access

The Owners Corporation by its agents, employees and contractors and with or without tools, machinery, equipment and materials may enter and have access through a Unit or any part of a Unit for the purposes of:

- (a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
- (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by an Authority;

- (c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;
- (d) carrying out work required to be carried out by the Owners Corporation in accordance with its Functions in the rules;
- (e) carrying out work to the gardens, planter boxes and landscaped areas in Common Property adjacent to or near the Unit;
- (f) carrying out work to gardens, planter boxes and landscaped areas forming part of a Unit in accordance with its Functions in the rules;
- (g) cleaning the windows in the Building; and
- (h) accessing anchor points attached to any part of the Building adjacent to or near the Unit.

7.2 Obligations of Owners

- (a) Owners must permit the Owners Corporation to temporarily store necessary Equipment or material on their Unit in order for the Owners Corporation to undertake a right, duty or obligation in this rule.
- (b) Owners must not obstruct or hinder the Owners Corporation in the exercise of a Function in this rule.
- (c) If access is required through a Car Space and if requested by the Owners Corporation, the Owner must make arrangements for the temporary removal of any Vehicle from the Car Space.

SECTION 4 - RIGHTS AND CONDUCT OF THE OWNERS CORPORATION

8. RULES

8.1 Power of the Owners Corporation to make Rules

The Owners Corporation may make and register Rules relating to matters associated with:

- (a) the use and management of the complex;
- (b) the security and control of the complex;
- (c) the use of the access and basement areas in relation to safety measures, such as entry systems and limits on speed of vehicles;
- (d) the manner of treating windows and doors of Units;
- (e) the type of bars, screens (whether security screens or insect screens), grilles, locks or other safety devices on the interior or exterior of external windows and doors in Units;
- (f) the external appearance of Units;
- (g) the appearance of the Buildings; and
- (h) any other matter determined by the Owners Corporation.

8.2 Amending or replacing Rules

- (a) The Owners Corporation may amend or replace a Rule by seeking the relevant special resolution and registering the amendment.
- (b) The Owners Corporation must display a new or amended Rule on the website for the Building for at least 7 days or send a copy to each Owner.
- (c) Owners must send a copy of a new Rule to the Occupier of their Unit within 7 days of receiving a copy from the Owners Corporation.

8.3 Owners and Occupiers bound

Owners and Occupiers are bound by registered Rules and must comply with them at all times.

9. PROVISION OF AMENITIES OR SERVICES

9.1 Owners Corporation may contract out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Units, or to one or more Owners, including (this list is not exhaustive):

- (a) window cleaning and general cleaning of common areas;
- (b) waste disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) garden maintenance.

- (e) security; and
- (f) telecommunication services.

9.2 Services fee

The Owners Corporation may charge Owners for providing an amenity or a service.

10. REMEDY AGAINST OWNER

10.1 Rights of the Owners Corporation

- (a) At its election, the Owners Corporation may perform an obligation which an Owner has failed to perform.
- (b) In carrying out its Functions in this rule, the Owners Corporation may:
 - (i) enter and remain on the Unit for as long as it is necessary;
 - (ii) carry out the act or thing; and
 - (iii) recover appropriate costs from the Owner of the Unit, including but not limited to costs arising from rectifying any damage caused by an Owner or Occupier, including legal expenses arising.
- (c) The Owners Corporation may recover monies owing to it under this rule as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this rule remains unpaid by the Owner, interest on that unpaid amount is payable to the Owners Corporation by the Owner, such interest to be payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.
- (e) The Owners Corporation may, through the Executive Committee and in accordance with the Management Act, issue a rule infringement notice requiring a person to remedy the infringement and pursuant to Section 110 of the Management Act it is an offence to not comply with the notice.

SECTION 5 - RIGHTS AND CONDUCT OF OWNERS

11. APPLICATIONS, COMPLAINTS AND REPORTING

11.1 Obligations of Owners

An application or complaint or reporting of an activity to the Owners Corporation, unless stated otherwise in a rule must be made or reported in writing to the Managing Agent, if one has been appointed.

12. ELECTRONIC NOTICES

12.1 Obligations of Owners

An Owner shall:

- (a) provide the Owners Corporation with an email address to contact the relevant Unit Owner; or
- (b) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, the Managing Agent and the Executive Committee.

On receipt of an email address from an Owner (as updated from time to time) the Owner agrees to accept service of notices from the Owners Corporation, the Managing Agent and the Executive Committee.

A notice sent by email will be deemed to be received by the Owner at the time it was sent and if not sent before 5.00pm on a business day, on the next business day.

13. ELECTRONIC MEETINGS

13.1 Attendance

- (a) An Owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, video-conferencing, or other electronic means from a remote location ("**electronic attendance**"), provided the Owner is able to:
 - (i) communicate with other participants in the meeting; and
 - (ii) participate in the meeting and engage with the other participants at the meeting.
- (b) Where an Owner has participated in a meeting through electronic attendance, they are deemed to be present at the meeting for the purposes of calculating a quorum for the meeting.
- (c) There is no limit to the number of Owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that Owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

13.2 Participation

- (a) Where an Owner participates in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee through electronic attendance the Owner may participate in all aspects, including:
 - (i) participating in debate at the meeting; and
 - (ii) voting on resolutions at the meeting.

14. PRE-MEETING ELECTRONIC VOTING

- (a) Decision making at general meetings of the Owners Corporation and/or meetings of the Executive Committee may be undertaken by electronic means prior to a meeting (**pre-meeting electronic voting**). Pre-meeting electronic voting includes:
 - (i) voting by means of email submission of ballot papers;
 - (ii) voting by means of accessing a website and submitting an online ballot paper;
 - (iii) voting by means of utilising an electronic application and submitting a ballot paper; and
 - (iv) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (b) When providing notice of the meeting, the Owners Corporation or Executive Committee must notify all Owners that pre-meeting electronic voting is taking place and provide:
 - (i) a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
 - (ii) the resolution to be voted on (including any explanatory material);
 - (iii) instructions for completing the ballot paper and indicating the voter's choice;
 - (iv) instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper; and
 - (v) a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.
- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

15. EXECUTION OF DOCUMENTS BY OWNERS CORPORATION

15.1 Execution of Documents

For the execution of documents by the Owners Corporation to be effective:

- (a) the documents must be executed by 2 executive members, as authorised by a resolution of the Owners Corporation; or
- (b) if there is a manager for the Owners Corporation, they may sign certificates under Section 119 and reduced quorum notices. Otherwise they may only sign if they are appropriately delegated to do so and are authorised by resolution of the Owners Corporation .

16. LEASE OR LICENCE OF UNITS

16.1 Obligations of Owners

Owners:

- (a) must ensure the Occupier of their Unit has a copy of the most recent version of the Rules (including all amendments or changes from time to time);
- (b) must act promptly to comply with all notices the Owner may receive from the Owners Corporation, the Executive Committee or the Managing Agent, regarding the Occupier of the Unit;
- (c) must take all reasonable action available to ensure the Occupier of the Unit complies with the Rules;
- (d) must ensure the term of the lease does not contravene any Rule, Law or Development Consent; and
- (e) must take all reasonable action available to ensure the Occupier of their Unit complies with all notices the Occupier receives from the Owners Corporation, and/or the Managing Agent in connection with the Occupier's use and occupation of the Unit.

16.2 Obligations of Occupiers

Occupiers:

- (a) must comply with the Rules;
- (b) must promptly comply with all notices it receives from the Owners Corporation, the Executive Committee and/or the Managing Agent;
- (c) when requested to do so, must give the Owners Corporation a copy of its Tenancy Agreement and any details required by the Owners Corporation's insurer;
- (d) when requested to do so, must promptly give the Owners Corporation, the Occupier's contact details (name, telephone number, mobile number, address and email address); and
- (e) when requested to do so, must promptly give the Owners Corporation the Occupier's photo identification.

17. LITHIUM BATTERIES

17.1 Obligations of Owners

Owners:

- (a) may only store Compliant e-bikes and e-scooters (e-vehicles) within the Building;
- (b) may not charge or store such e-vehicles in any fire path exit and must observe at all times Safe Charging Practices;
- (c) may not use common property electricity sockets to charge any lithium batteries or any other use;
- (d) must avoid charging e-vehicles inside the residential area of any Unit;
- (e) must not bring damaged e-vehicles into the Building as damaged they represent a heightened fire risk;
- (f) must not modify a battery or any electronic component related to the motor, sensors or motor controller of any device in any way or replace a battery with any not recommended by the manufacturer of the e-vehicle;

- (g) must not overcharge the battery or dispose of the battery in any water receptacles in the Building;
- (h) must compensate and indemnify the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees arising from a breach of this rule and to pay for any charges associated with a smoke alarm attendance due to the battery;
- (i) must notify the Managing Agent/Executive Committee of the e-vehicle including details of its Compliance; and
- (j) must disclose to their insurers the presence of an e-vehicle in the Unit.

18. COMPENSATION TO OWNERS CORPORATION

18.1 Damage

Owners:

- (k) must compensate the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees; and
- (l) must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of any act or omission of the Owner or the Owner's Invitees.

18.2 Costs

Costs incurred by the Owners Corporation relating to a breach of these rules (including legal costs and disbursements on an indemnity basis) may be recovered as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

19. LAWS AND REQUIREMENTS

19.1 Obligations of Owners

When in the Building, occupying their Unit, or exercising a right, carrying out an obligation or performing a function under these rules, Owners must:

- (a) comply with the requirements of all Laws and the requirements of, and notices from, all Authorities;
- (b) obtain and comply with all relevant Development Consents;
- (c) if Development Consent is required to conduct an activity on their Unit, not conduct that activity without that Development Consent;
- (d) not use or occupy their Unit, or permit any other person to do so, in contravention of any provision of the Form 4 to the Units Plan, the Law or without the requisite Development Consent;
- (e) comply with a notice issued to them by the Owners Corporation seeking them or their Invitees to comply with, or to desist from breaching:
 - (i) a provision of the Form 4 or Form 5 of the Units Plan;
 - (ii) a Law;
 - (iii) a requirement of, or notice issued by, an Authority; or
 - (iv) a condition in a Development Consent;

- (f) ensure their Invitees:
 - (i) comply with the requirements of all Laws and Authorities applicable to, or to the use of, their Unit or the Building; and
 - (ii) comply with a Development Consent applicable to, or to the use of, their Unit or the Building.

20. INVITEES

20.1 Obligations of Owners

- (a) Owners must take all reasonable steps to ensure their Invitees comply with the Rules.
- (b) If an Owner cannot comply with rule 20.1(a), then that Owner must:
 - (i) withdraw their consent to their Invitee being on or remaining in the Building; and
 - (ii) request that Invitee immediately leave the Building.
- (c) If the Rules prohibit an Owner from doing a thing, the Owner must not allow or cause their Invitee to do that thing.
- (d) Owners must ensure their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Invitee in the Building.

21. SIGNS

21.1 Prohibited

- (a) Owners must not fix a Sign to or on Common Property.
- (b) Owners must not fix a Sign to or on the outside of a Unit except with prior written permission of the Executive Committee, where permission may be:
 - (iii) given subject to stated conditions; and
 - (iv) withdrawn by Ordinary Resolution of the Executive Committee.
- (c) Signs within a Unit are permitted provided they are not visible from outside the Unit.

Note: refer to the definition of Sign, includes election corflute.

21.2 Qualification

The provisions of rule 21.1(a) do not apply to a Sign fixed on any part of the Common Property pursuant to the right to do so under a Special Privilege Rights Rule or Easement.

22. INSURANCE PREMIUMS

22.1 Obligations of Owners

- (a) Unless there is prior written consent of the Owners Corporation, Owners may not do or permit anything which may invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.
- (b) Owners must immediately notify the Owners Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Unit which may increase the premiums for the insurances held by the Owners Corporation.

- (c) Owners must provide all reasonable information promptly following a request by the Managing Agent or the Executive Committee, as required by the Owners Corporations insurers in relation to the Unit and its Occupiers.

22.2 Owner liable

- (a) Consent under rule 22.1(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Unit. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.
- (c) Owners are responsible for any excess incurred by the Owners Corporation where the actions or inactions of such Owner or Occupier are the matters at issue that have given rise to the claim, including but not limited to actions in breach of these Rules. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

23. KEEPING OF PETS

23.1 Pet Register

The Owners Corporation must establish and keep at all times a Pet Register recording all relevant information it has received in connection with pets kept in the Building.

23.2 Permitted

- (a) Subject to this Rule 23, Owners may keep up to 3 pets but not more than 2 dogs in their Unit.
- (b) A pet permitted under this rule must be recorded on the Pet Register, including Accredited Assistance Animals and Guide Dogs.
- (c) The right to keep a pet in a Unit includes the right to access parts of Common Property for the purposes of taking the pet to and from the Unit
- (d) For any other species, an Owner must seek the approval of the Executive Committee in writing in advance and must be able to provide the information stated in part 22.3 where applicable, in the event such approval is granted.

23.3 Notification

Owners who keep or intend to keep a pet on their Unit must give the Owners Corporation the following information for inclusion in the Pet Register:

- (a) For all pets;
 - (i) its species;
 - (ii) its breed;
 - (iii) its name; and
 - (iv) its sex;
- (b) For all pets, if applicable:
 - (i) a photograph sufficient to identify it;

- (ii) its microchip number;
- (iii) whether it has been spayed or neutered; and
- (iv) evidence it has been registered with the appropriate Authority.

23.4 Prohibited

The following are not permitted to visit or be kept in a Unit or Common Property:

- (a) an animal that does not satisfy the requirements of rule 23.2 with the exception of Accredited Assistance Animals and Guide Dogs (which animals are permitted notwithstanding non-compliance with rule 23.2(b));
- (b) an animal that is vicious or aggressive;
- (c) an animal (if applicable) that is not registered with the appropriate Authority;
- (d) an animal that is declared dangerous under the *Domestic Animals Act 2000 (ACT)*; or
- (e) an animal which the Australian Government prohibits from importation into Australia.

23.5 Obligations of Owners

In relation to a pet owned or in the care of an Owner or owned or in the care of an Invitee of an Owner, the Owner must:

- (a) clean up all excrement or refuse left upon Common Property (including grass and plant areas) by the pet;
- (b) make good, or bear the cost of making good, damage to Common Property by the pet;
- (c) ensure the pet is under control or otherwise contained when on Common Property;
- (d) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners;
- (e) ensure the pet does not wander onto another Owner's Unit or onto Common Property;
- (f) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Unit; and
- (g) ensure the pet's waste is treated and disposed of in accordance with the Rules and, without limiting the generality of this rule, ensure:
 - (i) all waste from the pet is double-bagged or placed in large, strong bags; and
 - (ii) litter is not placed in toilets.

23.6 Right to keep

Subject only to rule 23.7, Owners are entitled to keep for the balance of its life, any pet on the Pet Register, notwithstanding anything else to the contrary in the Rules.

23.7 Compliance

- (a) If the Owners Corporation, acting reasonably, forms the view:
 - (i) a pet is or has become vicious or aggressive; or
 - (ii) there is a breach of any part of rule 23.5 on a continuing basis,

the Owners Corporation may serve a notice on the Owner of the Unit containing that pet requesting that the pet is permanently removed from the Building.

An Owner who has received a notice from the Owners Corporation under rule 23.7(a) must comply with the requirements of the notice within 14 days of receiving it.

24. RESIDENTS LOUNGE AND ACCESS TO COMMON PROPERTY FACILITIES

24.1 Residents Lounge Bookings

In order for Owners to access the Residents Lounge located in Metropolis 1, level 8, they must book at least 48 hours in advance using the booking system available which will result in a temporary exclusive right being granted to the relevant applicant for the duration of the approved booking.

Owners acknowledge that at certain times of the year there will be times where bookings are not available because the Residents Lounge is shut or open access is provided.

Only one 4 hour booking is permitted per Owner per week and to ensure fair access to all Owners, Owners may not make re-occurring bookings in advance. In the event there are no pre-bookings, Owners may access the Residents Lounge on a non-exclusive basis.

24.2 Residents Lounge Rules

All Owners and users must comply with the Residents Lounge rules set out below:

- (a) only access the during the hours of 7.00am and 10.00pm;
- (b) not allow children to be unsupervised;
- (c) not permit pets, glass or alcohol within the pool area;
- (d) leave the Residents Lounge in the state it was before the visit, including cleaning appliances and utensils used, return items back to their place, wipe down surfaces, remove all rubbish etc.;
- (e) make good, or bear the cost of making good, damage to Residents Lounge;
- (f) ensure the furniture is not moved or removed from the area;
- (g) ensure the users are accompanied by the Owner of the unit at all times and that they do not cause annoyance, disturbance or nuisance to other Owners or Occupiers.

Failure to comply with the rules may result in costs charged to the Owner for necessary expenses incurred by the Owners Corporation to remedy the failure.

24.3 Bond

The Owners Corporation may require the provision of a bond before accepting a booking:

- (a) to be applied at the discretion of the Owners Corporation towards any cost incurred or work performed by the Owners Corporation as a result of cleaning or rectification required from the visit; or
- (b) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation as a result of a breach of the Residents Lounge Rules.

24.4 Common Property Facilities Access

The BBQ facilities in Metropol 1 Level 9, Outdoor Pool in Metropol 3 Level 5 and the Children's Playground and BBQ facilities in Metropol 2 Level 5 are only to be used between the hours of 7.00am to 10.00pm daily, or as otherwise notified by the Executive Committee and in addition, such users must:

- (a) not permit pets, glass or alcohol within the pool area;
- (b) supervise children at all times;
- (c) make good, or bear the cost of making good, damage to the facilities.
- (d) ensure the furniture is not moved or removed from the area;
- (e) ensure the users are accompanied by the Occupier of the unit at all times and that they do not cause annoyance, disturbance or nuisance to other Owners;
- (f) ensure all appliances used are cleaned and returned to a satisfactory usable state for the next user; and
- (g) ensure all rubbish is removed.

SECTION 6 - PARKING

25. CAR PARK SYSTEM

25.1 What is the Car Park System

- (a) The Car Park System is the set of rules and procedures regulating parking in the complex including:
 - (i) regulating the use of Car Spaces; and
 - (ii) enforcement procedures about parking in the complex.
- (b) The Car Park System comprises:
 - (i) the rights of the Owners Corporation; and
 - (ii) the rules and procedures of the Owners Corporation made in accordance with these rules; and
 - (iii) the obligations of Owners under the rules relating to the use of Car Spaces.

25.2 Right in Owners Corporation

- (a) The Owners Corporation may make rules and introduce procedures regulating parking in the complex.
- (b) The Owners Corporation may refuse access to the complex to any vehicle that does not comply with the Car Park System.
- (c) The Owners Corporation may:
 - (i) establish a Car Park Register;
 - (ii) erect items on any part of the Units Plan to regulate parking (such as signage, security cameras, barriers (physical or electronic));
 - (iii) enter into arrangements with third parties in connection with matters relating to the Car Park System;
 - (iv) enter into arrangements with Authorities in connection with matters relating to the Car Park System; and
 - (v) immobilise and/or remove Unauthorised Vehicles or enter into arrangements with another party to do so (subject to all relevant Laws).

25.3 Obligations of Owners

- (a) Owners:
 - (i) are bound by, and must comply with, the Car Park System;
 - (ii) must ensure their Invitees comply with the Car Park System;
 - (iii) must comply with the directions of the Owners Corporation given in accordance with the Car Park System; and
 - (iv) must ensure their Invitees comply with the directions of the Owners Corporation given in accordance with the Car Park System.
- (b) Owners:
 - (i) must not park or stand a vehicle anywhere in the Units Plan other than in their own Car Space (if they have one);

- (ii) for commercial units, the unit owner is responsible for the maintenance of bollards located in their basement carpark;
 - (iii) must not use the carpark drains for any purpose other than storm water;
 - (iv) must not permit any of their Invitees to permanently park or stand a vehicle anywhere in the complex (unless it is in the Owner's own Car Space (if they have one) in accordance with the requirements of the Car Park System);
 - (v) must not leave valuables in their vehicles, including Security Keys; and
 - (vi) must not give any person a key or Security Key to the Building for the purposes of allowing that person to park or stand a vehicle in the complex.
- (c) Owners acknowledge that if they breach the Car Park System their vehicle may be immobilised and/or removed. Owners and Occupiers consent to the Owners Corporation, either by its Managing Agent, the employees of the Managing Agent or by a third party contractor, immobilising and/or removing their vehicle if they breach the Car Park System.
- (d) In the event that a vehicle is obstructing the driveway, Owners acknowledge that the vehicle may be towed immediately and without notice, in order to ensure unobstructed access to the common property is maintained.
- (e) Owners whose car is immobilised or removed agree as follows:
 - (i) they are responsible for all costs and expenses incurred by the Owners Corporation and any third party contractor in immobilising and removing their vehicle (these include legal costs and disbursements and the costs and disbursements of the Strata Managing Agent);
 - (ii) they will be required to pay these costs and expenses prior to the release of their vehicle; and
 - (iii) the Owners Corporation may recover from them as a debt all costs and expenses incurred by the Owners Corporation in carrying out its functions in this clause.

25.4 Disabled Car Parks

- (a) An Owner must not and must not allow their Invitee to park in a space marked "disabled" unless that person is the holder of a disability parking permit.

25.5 Car Park Register

- (b) The Car Park Register contains Vehicle Information about vehicles in the Building including information for the following vehicles:
 - (i) those owned or used by Owners;
 - (ii) those owned or used by their Invitees; and
 - (iii) those owned by any party under their control.
- (c) If required by the Owners Corporation, Owners:
 - (i) must give the Owners Corporation the Vehicle Information for all vehicles owned or used by them and any other party occupying or accessing their Unit;
 - (ii) must ensure that information is always up to date; and
 - (iii) must give that information within 48 hours of a request for it from the Owners Corporation.
- (d) The Owners Corporation may send a notice to an Owner requesting the Vehicle Information if the Owners Corporation is of the view the information it has in respect of that Owner's Unit is not up to date. The Owners Corporation may recover its costs for doing so from the Owner as a debt due to the Owners Corporation.

25.6 Leasing of Car Spaces

- (a) To maintain security of the car park, an Owner may only lease their car space to another person with permission from the Executive Committee.
- (b) Permission of the Executive Committee may be granted to the Owner if the Owner provides the proposed lessee's:
 - (i) full name, address and contact details;
 - (ii) Vehicle Information; and
 - (iii) agreed period of time to lease the Car Space.
- (c) An Owner must promptly inform the Executive Committee of any changes in the details of the lessee of the Car Space or if the Car Space ceases to be leased.
- (d) The lessee of a Car Space must abide by the Car Park System surrounding parking and common areas. Failure to do so may result in a breach notice, which will fall on the Owner of the Car Space in accordance with rule 25.3.

25.7 Driving Vehicles in the Car Park

- (a) The maximum speed limit is 10km / hour or as sign posted, whichever is the lesser.
- (b) Owners, Occupiers and Invitees must conform to all signs posted on behalf of the Owners Corporation.

25.8 Unauthorised Use

- (a) If there is a breach of any of the Car Park System rules, the Owners Corporation may:
 - (iv) place a Notification on the Unauthorised Vehicle or send a Notification to the relevant Owner;
 - (v) issue more than one Notification throughout the duration of the breach from the relevant Owner; and
 - (vi) recover the following amounts as a debt to the Owners Corporation from the relevant Owner:
 - (A) the fee for each occasion a Notification is placed on an Unauthorised Vehicle or sent to an Owner; and
 - (B) the expense incurred by the Owners Corporation for doing so.
- (b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of the breach, it may recover as a debt from the Owner the cost multiplied by the number of Notifications it issues.
- (c) The following persons are liable to pay the Owners Corporation as a debt the amounts referred to in clause 25.8(a)(iii) (if more than one person, they are jointly and severally liable):
 - (i) the Owner who parked the Unauthorised Vehicle;
 - (ii) the Owner who owns or has a legal interest in the Unauthorised Vehicle;
 - (iii) the Owner controlling the use of the Unauthorised Vehicle;
 - (iv) the Owner of any Unit owned, tenanted or occupied by a person who breaches these clauses; and
 - (v) the Owner of a Unit who has permitted or authorised the parking of an Unauthorised Vehicle.
- (d) The Owners Corporation may issue an invoice to any person referred to in clause 25.8(c) for any amount due under this clause. The invoice may be sent by being left at the Unit of the Owner to whom it is addressed. If the Owner to whom it is to be sent has notified the Owners Corporation of an address for service of notices, the invoice may be sent to that address.
- (e) Any debt which arises under this clause is due and payable to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

- (f) The Owners Corporation may recover as a debt all its costs and expenses of any kind incurred in the recovery of the debt due to it under this clause from any person liable for that debt on an indemnity basis including but not limited to:
 - (i) all amounts payable by the Owners Corporation to its Manager;
 - (ii) the cost of issuing an invoice for the debt; and
 - (iii) all legal costs and expenses in connection with the recovery of the debt.
- (g) A cost or expense recoverable under this clause becomes due and payable at the time the Owners Corporation becomes liable to pay the cost or expense.
- (h) Interest at the same rate payable on unpaid levies under the Management Act is payable on any amount due under this clause but not paid within 30 days of the due date. Interest is calculated on daily balances from and including the date on which the payment was due until the date it is paid.
- (i) The amount stated in any invoice or statement issued by the Owners Corporation or its Manager as the amount due under this clause is conclusive evidence of the amount stated.
- (j) The Owners Corporation may engage the Managing Agent or a third party to assist it with its Functions in this Section, in which case that party may issue Notifications, serve invoices and recover costs as if it were the Owners Corporation.

SECTION 7 –WORK

26. WORK TO WHICH THIS SECTION APPLIES

26.1 Work

This Section applies to:

- (a) Minor Renovations; and
- (b) Major Renovations.

27. APPROVAL

27.1 Approval required

- (a) Owners must not carry out or commence to carry out Work without following the procedures in this Section.
- (b) Emergency Minor Renovations may be conducted without prior approval provided that the Owner immediately advises the Executive Committee of the emergency minor works required and complies with the provisions of Rule 26.4 (b) –(i) and 26.5.
- (c) Minor Renovations (other than Emergency Minor Renovations) may only be carried out with the approval of the Executive Committee and by otherwise following the procedures in this Section.
- (d) Major Renovations may only be carried out with the approval of the Owners Corporation in general meeting by way of special resolution (and if necessary supported by the relevant rule) and by otherwise following the procedures in this Section.

28. MINOR RENOVATIONS

28.1 Approval to Minor Renovations

- (a) The approval of the Executive Committee may be given subject to reasonable conditions and cannot be unreasonably withheld.
- (b) If the work is installing or replacing wood or hard floors including hybrid or vinyl floors, the Executive Committee may require as a condition of its approval a report from a properly qualified consultant specifying the proposed acoustic treatment together with certification from the consultant once the work is completed.
- (c) If the work is to tint external windows or glass doors it will only be approved if installed by a qualified tradesperson and does not effect the glazing and must be consistent with the external quality, appearance colour scheme of the complex and will be required to be maintained by the Owner in a state of good repair.

28.2 The application

The application for approval to Minor Renovations must include the following:

- (a) any reasonable fee prescribed by the Owners Corporation;
- (b) a general description of the proposed work;
- (c) if relevant, information on how the work complied with any requirements of an Authority; and

- (d) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers).

28.3 Access to Common Property

Owners who have received approval to carry out Minor Renovations to a Unit may access all relevant parts of Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval), unless such access rights are of such a nature that special privilege rights are required in which case the relevant Owners Corporation approvals must be obtained.

28.4 Conditions when carrying out Minor Renovations

When carrying out Minor Renovations, Owners must:

- (a) comply with the reasonable requirements in the conditions in any consent from the Executive Committee which may include (but is not limited to) a requirement to have a fire consultant's report completed;
- (b) ensure the work is carried out in a competent and proper manner;
- (c) use only qualified and, where appropriate, licensed tradesmen;
- (d) ensure the work is carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (f) cause as little disturbance as is practicable to other Owners;
- (g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired;
- (h) ensure any damage to the property of another Owner by carrying out the work is properly repaired in a satisfactory, good and workmanlike manner; and
- (i) ensure the work is only carried out within the times permitted by a Development Consent or if there is no Development Consent within times reasonably prescribed by the Owners Corporation.

28.5 Completion of Minor Renovations

On completion of Minor Renovations, Owners must:

- (a) ensure all rubbish and debris caused by the work is removed from the Units Plan and environs;
- (b) ensure all areas within the Units Plan including the Common Property is left clean and tidy; and
- (c) notify the Executive Committee on completion of the Works.

29. MAJOR RENOVATIONS

29.1 The application

The application for approval to Major Renovations must include the following:

- (a) a draft of the special resolution sought by the Owner authorising the carrying out of the work;
- (b) if the ongoing maintenance of Common Property affected by or the subject of the work is to be the responsibility of the Owner;
 - (i) a draft of the rule to this effect;

- (ii) the Owner's written consent to the making of the rule; and
- (iii) any fee prescribed by the Owners Corporation for making the rule;
- (c) any fee prescribed by the Owners Corporation for approving the work;
- (d) a general description of the work;
- (e) detailed plans and specifications of the work;
- (f) if relevant, a report from a properly qualified engineer concerning the impact of the work on the structural integrity of the Building;
- (g) if relevant, a report from a properly qualified fire safety professional concerning the impact of the work on the safety of the Building;
- (h) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers);
- (i) information on all approvals, consents and permits required for the work;
- (j) copies of all approvals, consents and permits obtained for the work;
- (k) details of persons carrying out the work, including qualifications of the party appointed to supervise the work; and
- (l) arrangements to manage any resulting rubbish or debris.

29.2 Bond

In processing an application for Major Renovations, the Owners Corporation may require the payment of a bond:

- (c) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation as a result of the work;
- (d) to be applied by the Owners Corporation towards rectification of possible damage to Common Property as a result of the work; or
- (e) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its Functions associated with the work.

29.3 Pre-conditions to commencing Major Renovations

Major Renovations may not commence unless:

- (a) the relevant approval of the Owners Corporation has been obtained to the work and any necessary special privilege rights;
- (b) (if applicable) the appropriate rule has been registered;
- (c) (if applicable) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
- (d) (if applicable) all relevant insurances are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;
- (e) (if applicable) the bond required by the Owners Corporation, has been paid to the Owners Corporation;

- (f) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the work;
- (g) the Owners Corporation has been given details of the builder/contractor carrying out the work (and a point of contact (including name and telephone number));
- (h) any fee required by the Owners Corporation in connection with the work has been paid; and
- (i) all reasonable fees requested by the Owners Corporation have been paid for:
 - (i) reviewing the proposal (including legal and consultant's fees);
 - (ii) convening any relevant meeting (including the Managing Agent's fees); and
 - (iii) registering the relevant rule.

29.4 Access to Common Property

Owners who have received approval to carry out Major Renovations may access all relevant parts of Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval).

29.5 Conditions when carrying out Major Renovations

When carrying out Major Renovations, Owners must:

- (a) comply with the reasonable requirements of the Owners Corporation and the conditions in any consent from the Owners Corporation;
- (b) ensure the work is carried out in a competent and proper manner;
- (c) use only qualified and, where appropriate, licensed tradesmen;
- (d) ensure the work is carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (f) cause as little disturbance as is practicable to other Owners;
- (g) ensure any damage caused to any part of the Units Plan including Common Property by carrying out the work is repaired;
- (h) ensure any damage to the property of another Owner by carrying out the work is repaired; and
- (i) ensure the work is only carried out within the times permitted by any Development Consent or if there is no Development Consent within times reasonably prescribed by the Owners Corporation.

29.6 Completion of Major Renovations

On completion of Major Renovations, Owners must:

- (a) ensure all rubbish and debris caused by the work is removed from the Building, units plan and environs;
- (b) ensure Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the work;
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified

consultant (addressed to the Owners Corporation) certifying the completed work does not impact on the structural integrity of the Building;

- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work complies with all approvals and consents; ; and
- (e) notify the Executive Committee on completion of the Works.

29.7 Work must comply with Laws and requirements of Authorities

Owners who have carried out Work must ensure the completed work complies with the requirements of all Laws and Authorities and does not result in the Owners Corporation breaching a Law or the requirement of a Authority.

29.8 Indemnity

Owners who have carried out Work agree to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) as a result of the work (including costs to approve the work); and
- (b) arising out of damage to property (including Common Property) or injury to persons as a result of the work or resulting from the work once completed.

29.9 Right of Owners Corporation to remedy

At its election, the Owners Corporation may:

- (a) perform an obligation relating to the carrying out of Work which an Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of a Unit to carry out a Function in this rule; and
- (c) recover its costs incurred in carrying out its Functions in this rule (including legal costs and disbursements on an indemnity basis) as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

29.10 Future alterations to Work

Owners must not make alterations, additions or modifications to Work, once completed, without following the procedures in this rule.

29.11 Work not permitted to remain

Owners may not keep on their Unit or Common Property Work which has not been approved in accordance with this Section.

29.12 Development Consent

Consent by the Owners Corporation to a Development Application must not be regarded as consent by the Owners Corporation to carry out the Work the subject of the Development Application.

30. GENERAL

30.1 Occupiers

- (a) References in this Section to “Owner” do not include the Occupier of the Unit.

- (b) Occupiers are not permitted to, and must not, carry out Work of any kind, any arrangements between Occupiers and Owners relating to Work are matters to addressed between themselves provided they are consistent with the Rules.

SECTION 8 – SPECIAL PRIVILEGE RULES

31. SPECIAL PRIVILEGES

31.1 What do the Special Privilege Rules do?

- (a) A Special Privilege Rule confers on the Owner of the Unit or class of Unit Owners the subject of the rule:
 - (i) a right of exclusive use and enjoyment of the whole or a specified part of the Common Property; or
 - (ii) special privileges in respect of the whole or a specified part of the Common Property.
- (b) An Owner with the benefit of a Special Privilege Rule may allow the Occupier of their Unit to exercise the rights of the Owner under the rule. The Owner remains responsible to the Owners Corporation to comply with the rule.
- (c) A Special Privilege Rule, so far as it relates to a Unit, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Unit.

31.2 Special Privilege Rights Table

- (a) Annexure One contains the Special Privilege Rights Table which:
 - (i) identifies those units for which the owner has a use right granted by special privilege;
 - (ii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges;
- (a) Reference to a “column” is a reference to a column in the Special Privilege Rights Table.

31.3 Exclusive use and special privilege

The Owner of the Unit identified in column 3 Annexure Two has the exclusive use rights or special privileges described in column 2.

31.4 Maintenance and repair

- (a) The party identified in column 4 Annexure Two is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, Common Property the subject of the exclusive right or special privilege.
- (b) Where the Owners Corporation has the maintenance and repair responsibility:
 - (i) in accordance with its right to do so under sections 30, 78 (2) (b) and 89 (2) (b) of the Management Act, the Owners Corporation may allocate the maintenance costs to the particular benefited Unit Owner or class of Unit Owners in accordance with a special resolution to each Benefited Unit Owner who has the exclusive use or special privilege in the manner provided in this Section;
 - (ii) if there is more than one Benefited Unit, each Benefited Unit Owner must pay that fee according to the proportion the unit entitlement of its Unit bears to the aggregate unit entitlement of all Units having the exclusive use or special privilege; and
 - (iii) the Owners Corporation must determine and recover the monies in the manner provided by Sections 78 and 89 of the Management Act.

- (c) Unless specified otherwise, the Owners Corporation is responsible for the structural maintenance and repair of Common Property the subject of the exclusive use or special privilege.
- (d) Unless specified otherwise, a Benefited Unit Owner who has carried out Works is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those Works.

31.5 Other obligations

- (a) When carrying out its Functions in respect of an item the subject of a Special Privilege the Benefited Unit Owner must:
 - (i) regularly clean the item;
 - (ii) maintain and keep the item in safe, good and substantial repair, order and condition, structurally sound and wind and water proof;
 - (iii) keep it in a safe and good state of serviceable repair;
 - (iv) replace it when it is appropriate to do so, either from a practical, aesthetic or safety perspective;
 - (v) where it would be usual or good practice to do so, have in place a maintenance contract for the item;
 - (vi) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, cause to have prepared the required certificates for the item;
 - (vii) pay any increase in premium for the Owners Corporation insurance caused by the item;
 - (viii) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with the item; and
 - (ix) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.
- (b) Benefited Owners must remove all graffiti from those parts of the complex over which they have a special privilege right.
- (c) Unless agreed otherwise, when painting or repairing those parts of the complex over which they have a special privilege right, Benefited Owners must retain paint colours as at the date of these consolidated rules.
- (d) Except as permitted by this rule, nothing in this Section gives a Benefited Unit Owner the right to make alterations, additions or changes to Common Property.

31.6 Rights

A Benefited Unit Owner has the following additional special privileges:

- (a) to renew or replace the item with an item of an identical style, size, shape, colour and in an identical position as the original item;
- (b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a Function in these rules; and
- (c) to penetrate all relevant parts of Common Property for the purposes of carrying out a Function in this Section.

31.7 Insurance

In the event of damage to the Building or any part of the Building covered by the Insurances:

- (a) as soon as practicable after such damage occurs, the Owners or Owners whose Units are in the vicinity of the damaged Common Property must advise the Owners Corporation and the other Owners of the damage;
- (b) the Owners must do all things on their respective parts to enable the Owners Corporation to make the necessary claim;
- (c) the Owners Corporation (and where relevant Owners and their mortgagees) must:
 - (i) do all things necessary on their respective parts to make a claim on the Insurances relating to any damage: and to pursue the claim if necessary; and
 - (ii) apply any moneys received in the rebuilding, replacing, repairing or restoring the portion of the Building so damaged.

31.8 Consent of the Owners Corporation

If the consent of the Owners Corporation is required before a Benefited Unit Owner can carry out a Function in a rule:

- (a) the Owners Corporation may not unreasonably withhold its consent; and
- (b) the role of the Owners Corporation is procedural only and the Owners Corporation does not take responsibility for the adequacy or appropriateness of a consent it may grant.

31.9 Purchasers

If a person becomes the Owner of a Benefited Unit at a time when the former Owner is liable to pay money to the Owners Corporation under this Section, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay the money to the Owners Corporation.

31.10 Inconsistency with other rules

If there is inconsistency between a Special Privilege Rule and any other rule, the Special Privilege Rule prevails to the extent of the inconsistency.

32. SERVICES APPARATUS

32.1 Information to Owners Corporation

Prior to installing an item of Services Apparatus (including a 10 amp electrical socket), the Benefited Owner must give the Owners Corporation the following information:

- (a) a detailed description of it;
- (b) plans and specifications of it and its location on and impact on Common Property; and
- (c) evidence it does not breach the conditions in this Rule.

32.2 Conditions

An item of Services Apparatus must not be installed:

- (a) if it is not in keeping with the architectural integrity and aesthetics of the Building;
- (b) in the case of a 10 amp socket for the purposes of charging Electric Vehicles, (other than e-vehicles);
- (c) on any part of Common Property that is not immediately adjacent to the Benefited Unit;
- (d) on any part of Common Property usually used by Occupiers and other Owners; or
- (e) on any part of Common Property where it may be dangerous or likely to cause a nuisance or hazard to Occupiers and other Owners.

33. AIR CONDITIONING

33.1 Units Existing Air Conditioning

The majority of residential units have air conditioning units installed entirely within their unit and on the respective unit subsidiary balcony. Accordingly, the responsibility for maintenance and repair remains at all times with the relevant Unit Owner. 24 residential units have their condenser's located on the rooftop of Building 1 being common property and are connected through common property to the respective Unit. Unit 562 has its condenser for its air conditioning unit located in the basement of Building 3. Accordingly the 24 residential Units and the one commercial unit are granted a special privilege right to use the common property area the location of the original condensers on the relevant part of the common property and each respective Owner is responsible for the maintenance and repair of the respective air conditioning units on the terms detailed in the Special Privilege Rights Table (being the Benefited Unit Owner/s).

33.2 Replacement or New Airconditioning

Prior to replacing or installing new air conditioning in the Benefited Unit, the Benefited Unit Owner must seek the approval of the Executive Committee and give the Executive Committee plans and specifications of air conditioning unit, compressor and all associated Services Apparatus, and their location on and impact on Common Property.

33.3 Conditions

An air conditioning unit, compressor and all its associated Services Apparatus must not be installed:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

33.4 Obligations of Benefited Unit Owners

When installing an air conditioning unit, compressor and all associated Services Apparatus, Benefited Unit Owners must:

- (a) ensure the work is carried out in a competent and proper manner;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the work is carried out without undue delay;
- (d) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (e) cause as little disturbance as is practicable to other Owners;
- (f) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and

- (g) ensure any damage to the property of another Owner by carrying out the work is repaired.

Annexure One**Special Privilege Rights Table**

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Special privilege	Benefited Unit Owner	Party responsible for maintenance and repair	Supplementary Levy Payable
1.	Special privilege: - to install in or attach to the Common Property an air conditioning unit, compressor and all associated Services Apparatus, subject to the conditions in rule 33. Exclusive use of: - the air conditioning unit, compressor and all associated Services Apparatus it has installed (to the extent it comprises Common Property); and - those parts of the Common Property to which the air conditioning unit, compressor and all associated Services Apparatus has been installed, subject to the conditions in rule 33.	71, 72, 106, 107, 141, 142, 169, 170, 199, 200, 225, 226, 243, 244, 245, 246, 249, 250, 265, 266, 272, 273, 280, 562	Benefited Unit Owner – must regularly maintain and repair in the manner and frequency described in the manufacturer's specifications for the air conditioning unit.	NIL

SECTION 9 - DELEGATION

34. DELEGATION OF POWERS

The Owners Corporation acknowledges that under Section 44 of the *Unit Titles (Management) Act 2011* that an executive committee may delegate its functions to a sub-committee.

The Owners Corporation is aware of the anomaly that arises on and from any reduced quorum annual general meeting, with respect to the effective timing of decisions made at that meeting; namely 28 days after the meeting.

It is a requirement at every annual general meeting that the current executive committee ceases to hold office and the newly elected executive committee are nominated/elected.

For the good and effective management of the Owners Corporation, the Owners Corporation resolves that the executive committee at any point in time it deems appropriate but prior to an annual general meeting may delegate its powers to the incoming executive committee, to take effect on and from the day of the annual general meeting until such time as the reduced quorum notice decisions have taken effect, to be known as the “interim executive committee elect sub-committee”.

During the reduced quorum notice period the interim executive committee elect sub-committee must exercise its delegated functions as the Owners Corporation has otherwise directed by resolution at general meeting or in the absence of a resolution or effective resolution, as the sub-committee considers appropriate.

During the interim period the decisions made at the annual general meeting will not take effect until the 28th day following the meeting and subject to the provisions of the *Unit Titles (Management) Act 2011*, so the functions of the interim executive committee elect sub-committee will be limited to those absolutely necessary for the continuing operations of the Owners Corporation, but will include the holding of executive committee meetings as appropriate.

Following expiry of the interim period, the subcommittee will automatically dissolve, and the elect sub committee members will be the Executive Committee as appointed by the Owners at the annual general meeting.

It is the intention of the Owners Corporation in adopting this rule to ensure the efficient and effective ongoing management of the Owners Corporation during reduced quorum meeting periods until such time as appropriate legislative change is effected.

[Note: Under the Legislation Act 2001, Chapter 19, Section 239 (2) All territory laws apply to the delegate in the exercise of the delegation as if the delegate were the appointer. Meaning the code of conduct, protection from liability and validity of acts provisions of the Unit Titles (Management) Act 2011 will apply to the interim executive committee elect sub-committee) and as the Delegator, being the Executive Committee will change with effect from the AGM we note that the provisions of Section 241 of the Legislation Act 2001 provide that the a delegation by a body does not end only because membership of the body changes, if the appointer in the person for the time being occupying a position, a delegation made by the person does not end only because the person ceases to be the occupant of the position.]

SECTION 10 - DICTIONARY AND INTERPRETATION

35. DICTIONARY

35.1 Meaning of terms

In these rules, these terms (in any form) mean:

Animated Sign includes mechanical moving signs, moving “LED” signs, video/television screens, projected laser signs and other flashing, intermittently illuminated or sequenced lighting signs.

Accredited Assistance Animal is a dog or other animal as defined under the *Domestic Animals Act 2000* (ACT).

Authority means a Governmental Agency or a statutory, public or other authority having jurisdiction over the Building.

Balcony includes balconies, terraces, courtyards, roof top gardens and similar areas comprising part of or attached to a Unit.

Benefited Unit means a Unit having the benefit of a Special Privilege Rights Rule.

Benefited Unit Owner means the Owner of a Unit with the benefit of a Special Privilege.

Benefited Party means a person or body corporate with the benefit of an Easement.

Building means the building or buildings the subject of the Units Plan.

Building Work means either cosmetic work, Minor Renovations or Major Renovations.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday or a Sunday.

Car Spaces means those attached to a Unit as a subsidiary and where the context permits visitor and disability car spaces on Common Property, if any;

Compliant/ Compliance means a device which meets the appropriate federal and state definition at all times of road legal e-bike or e-scooter and includes a regulatory compliance mark¹ on the battery and charger.

Common Property means so much of the Parcel as from time to time is not comprised in a Unit.

Development Act means the *Unit Titles Act 2001* (ACT).

Development Application means an application for a development consent made under the *Planning and Development Act 2007* (ACT) and includes all amendments and variations to an application.

Development Consent means a consent to a Development Application issued under the *Planning and Development Act 2007* (ACT) and includes all amendments and variations to a consent.

Equipment includes cables, plant, machinery, equipment and security devices.

Executive Committee means the committee appointed by the Owners Corporation in accordance with Part 4 of the Management Act.

1

The Regulatory Compliance Mark (RCM) is a trade mark owned by the electrical regulator (Regulatory Authorities (RAs)) and Australian Communications Media Authority (ACMA).



Fee means a fee payable.

Function means right, duty or obligation.

Goods means any substantive furniture item/s and does not include groceries or couriered parcels.

Governmental Agency means a governmental, semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or other similar entity.

Invitee means a person in the Building at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation or an Owner.

Law includes a requirement of a statute, rule, regulation, proclamation, planning instrument, ordinance or rule, present or future, whether state or federal.

Legislation means the Management Act and the Development Act or as the context requires.

Major Renovations means all work which is not Minor Renovations and includes:

- (a) work involving structural changes and or special privilege rights over Common Property;
- (b) work which may or is likely to impact on or affect the structural integrity of the Building;
- (c) work that detrimentally affects the safety of a Unit or Common Property, including fire safety systems;
- (d) work that changes the external appearance of a Unit, including the installation of an external access ramp;
- (e) work involving waterproofing or the plumbing or the exhaust system in the Building;
- (f) work which is likely to interfere with the services in the Building;
- (g) the erection of a structure on a Unit or Common Property;
- (h) work that changes the colour of external surfaces of a Unit or the Building; and
- (i) work for which consent or another approval is required under any Act other than the Management Act.

Management Act means the *Unit Titles (Management) Act 2011* (ACT).

Managing Agent means the person appointed by the Owners Corporation under Division 4.2 of the Management Act.

Minor Renovations means:

- (a) changing recessed light fittings;
- (b) installing or replacing wood or other hard floors;
- (c) installing or replacing window coverings or windows;
- (d) modifying, installing or replacing doors;
- (e) modifying, installing or replacing fixtures to a Balcony or Balcony walls;
- (f) installing or replacing wiring or cabling or power or access points including power outlets;
- (g) work involving reconfiguring internal walls;

- (h) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (i) installing a reverse cycle split system air conditioner;
- (j) installing a heat pump; and
- (k) installing ceiling insulation;

provided that such work does not involve structural changes, changes to the external appearance of a Unit or the Building, or waterproofing.

Occupier means a person in lawful occupation for the time being of a Unit (not being the Owner of the Unit).

Owner means the person for the time being recorded in the Register as entitled to an estate in fee simple in the Unit.

Owners Corporation means the owners corporation constituted on registration of the Units Plan.

Parcel means the land comprising the Units and Common Property the subject of the Units Plan.

Pet Register means the pet register the subject of rule 23.1.

Register means the register kept by the Registrar-General at ACT Titles Office.

Residents Lounge means the lounge and pool area located in Metropol 1, on level 8.

Restricted Matter means a matter or class of matter:

- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Rule means a rule made by the Owners Corporation in accordance with rule 8 (as it may be amended or changed) and these Rules are in addition to the mandatory Default Rules under the Management Act, and to the extent of any inconsistency where permissible under the Management Act, Rules 2- 34 prevail to the extent of any inconsistency.

Rule Instrument means these rules as registered over the Units Plan within three months of the passing of a special resolution in accordance with the Management Act.

Safe Charging Practices means:

- a. only using chargers supplied with the device, or certified third-party charging equipment compatible with the Battery specifications; note: chargers with incorrect power delivery (voltage and current) can damage a battery, including overheating that can lead to fire;
- b. allowing Batteries to cool down before and after charging;
- c. disconnecting the charger once a device or Battery has been fully charged;
- d. being present while Batteries are charging and avoiding charging overnight;
- e. not using Batteries or devices that show signs of swelling or bulging, leaking, overheating, or signs of mechanical damage (cracked, dented, punctured or crushed – correctly dispose of any such battery after determining safe practice for disposal);

- f. charging away from flammable items, including furnishings and carpets and preferably on a hard, non-flammable surface.

Security Key means a key, magnetic card, remote control or other device used to open and close doors, garage doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Service means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioning, garbage, telephone, telecommunications, television impulses or signals, radios impulses or signals or any other prescribed service.

Service Contract means a contract for the provision of services to the Owners Corporation.

Service Provider means the party providing the services under a Service Contract.

Services Apparatus means:

- (a) any wire, cable, pipe, drain, duct, line, flue, riser or chute through which a Service passes;
- (b) any item of plant or equipment in which a Service is generated, contained or stored (by way of example, motors, storage tanks, cooling towers and air-conditioning units); and
- (c) any item of plant or equipment in which a Service is cleaned or filtered.

Sign includes a sign, light, advertisement, name, notice, placard, banner or other similar item about a product, service or activity and includes a sign that advertises a Unit for sale or to let.

Special Privilege Rights Rule means an exclusive use and special privilege rule made in accordance with the Management Act.

Special Privilege Rights Rule Work means work carried out to Common Property pursuant to a right to do so under a Special Privilege Rights Rule.

Special Privilege Rights Table is the table in Section 8.

Tenancy Agreement means an agreement under which an Occupier occupies a Unit.

Managing Agent means the person appointed by the Owners Corporation under section 50 of the Management Act.

Unit means a Unit in the Units Plan and otherwise has the meaning given to it by the Development Act.

Units Plan means the Units Plan to which these rules relate and has the meaning given to it by the Management Act.

Waste means garbage refuse and waste.

Work means:

- (a) Minor Renovations; and
- (b) Major Renovations.

36. INTERPRETATION

36.1 Undefined words

Undefined words in these rules have the same meaning as they do in the Management Act.

36.2 Interpretation

Reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and rules issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

36.3 Headings

Headings do not affect the interpretation of the rules.

36.4 Severance

- (a) Subject to rule 36.4 (b):
 - (i) if a rule is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
 - (ii) if, despite rule 36(a)(i) a rule is still void, voidable, unenforceable or illegal and the rule would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
 - (iii) in any other case, the whole rule must be severed.
- (b) If an event under rule 36.4(a) occurs, the remainder of these rules continue in full force and effect.

36.5 Meaning of Owner

When used in a rule, Owner includes Occupier unless the rule expressly states otherwise or direct reference is made to Occupier.

EXECUTION in accordance with Section 9A of the Management Act:

Dated the day of 2024