

CONSOLIDATED RULES OF AURORA APARTMENTS
OWNERS CORPORATION NO 1 PS404635D
582 ST KILDA ROAD MELBOURNE VIC 3004

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"AURORA" 582 ST KILDAR ROAD MELBOURNE VIC 3004
CONSOLIDATED RULES OF OWNERS CORPORATION NO 1 PS404635D

1 INTRODUCTION

- 1.1 These rules are made by Owners Corporation No. 1 Plan No. PS404635D and will apply to all Occupiers of a Lot.
- 1.2 The purpose of these rules is to ensure the safety and security of Aurora, its Occupiers, and their Invitees and to allow Occupiers quiet enjoyment of their properties. Using these criteria and having regard for the best interest of all Occupiers, the Committee is responsible for making decisions on any matter which is not specifically covered by these rules or which may be open to interpretation.
- 1.3 These rules must be read in conjunction with the Regulations or such other regulations made from time to time under the Act or the Subdivision Act 1998 (Vic) which provide for the general duties of members of owners corporations, meetings and administration of owners corporations, insurance required to be affected by owners corporations and other matters relating to owners corporations.
- 1.4 In these rules a reference to the Owners Corporation, may also mean the Committee or the Manager who has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation, and to administer these rules.
- 1.5 If any rule or part of a rule is or becomes void or unenforceable, then that rule or part will be severed from these rules, and all parts of these rules which are not or do not become void or unenforceable will remain in full force and effect unaffected by such severance.

2 INTERPRETATION

2.1 In these rules:

- (1) "Act" means the Owners Corporations Act 2006;
- (2) "Aurora" means all of the land, buildings and airspace affected by the Owners Corporation;
- (3) "Building Manager" means any person employed by or on behalf of the Owners Corporation to manage the building;
- (4) "Committee" means the committee elected by the Members at an Annual General Meeting of the Owners Corporation pursuant to the Act to manage the affairs of Aurora until the following Annual General Meeting;
- (5) "Common Facilities" means all plant, furniture, fittings and equipment owned by the Owners Corporation and located on the Common Property and installed for the safety and proper functioning of Aurora and for the benefit of or use by Occupiers and their Invitees;
- (6) "Common Property" means any part of Aurora which is not a Lot;
- (7) "Invitee" means a person who is not a Resident but is a bona fide visitor or guest of an Occupier;
- (8) "Lot" means a lot on the Plan;
- (9) "Manager" means the person or company appointed by the Owners Corporation as its Owners Corporation Manager pursuant to the Act;
- (10) "Member" means an owner of a Lot;
- (11) "Occupier" means an occupier of a Lot and includes Members, Residents, tenants, sub-tenants, and licensees;
- (12) "Owners Corporation" means the Owners Corporation which was created on registration of the Plan;
- (13) "Plan" means Plan of Subdivision No 404635D;
- (14) "Recreational Area" means that part of the Common Property in which the swimming pool, sauna, gymnasium, and adjacent enclosed outdoor courtyard are located;

- (15) "Regulations" means the Owners Corporations Regulations 2007;
- (16) "Resident" means a person who permanently or regularly stays at Aurora;
- (17) "Security Device" means a key, magnetic card, swipe card, near field communication device or other device which may be used to open or unlock doors and gates associated with a Lot or the Common Property;
- (18) "Short Term" means a period not exceeding 48 hours;
- (19) "Special Resolution" has the same meaning as given to it in the Act and Regulations; and
- (20) "Vehicle" includes, but is not limited to, any motor vehicle, trailer, motorcycle, scooter, or bicycle.

2.2 Unless the context otherwise requires:

- (1) headings are for convenience only;
- (2) the singular includes the plural and vice versa;
- (3) a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments, or replacements of any of them;
- (4) a reference to a natural person includes a company, partnership, joint venture, association or other owners corporation and any governmental authority;
- (5) a reference to a thing includes part of that thing; and
- (6) "including" and similar expressions are not words of limitation.

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

2.4 A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions, the breach of which will nullify the consent.

3 INCORPORATION OF THE ACT AND REGULATIONS

3.1 To the extent permitted by Part 8 and Schedule 1 of the Act, the provisions of the Act and Regulations are adopted as additional rules to the rules set out herein.

3.2 Occupiers must comply with the Act and Regulations and any breach thereof by an Occupier constitutes a breach of these rules.

4 COMPLIANCE WITH RULES BY MEMBERS, OCCUPIERS AND INVITEES

4.1 With respect to these rules:

- (1) a Member has a legal responsibility to provide a copy of them to an Occupier of his or her Lot who is not a Member, and a Member who is the owner of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any Occupier of the Lot and any Invitees of that Occupier comply with these rules; and
- (2) an Occupier has a legal responsibility to comply with them, and must take all reasonable steps to ensure that his or her Invitees comply with them also.

5 HEALTH, SAFETY AND SECURITY

5.1 An Occupier must not use a Lot or permit it to be used in a manner which would cause a hazard to the health, safety or security of another Occupier or other person lawfully entitled to be at Aurora.

5.2 Restriction of access to the Common Property

The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots from fire and other hazards and without limitation may:

- (1) close off any part of the Common Property not required for access to a Lot, on either a temporary or permanent basis, or otherwise restrict the access to or use by Occupiers and their Invitees of any part of the Common Property;
- (2) permit, to the exclusion of Occupiers and their Invitees, any designated part of the Common Property to be used by any security person to monitor security and the general safety of Aurora;
- (3) restrict by means of a Security Device the access of Occupiers and their Invitees to any part of the Common Property; and
- (4) keep a register of all Security Devices issued to Occupiers.

5.3 Exclusion of undesirable persons

The Owners Corporation may close, lock, or otherwise control access to the Common Property, and take any action it deems necessary or appropriate to prevent or prohibit persons it considers undesirable from entering the Common Property.

5.4 Registration of Residents in case of emergency

An Occupier must provide the Owners Corporation with details of all Residents of his or her Lot.

5.5 Storage or use of flammable liquids and other dangerous substances and materials

An occupier must not use or store any flammable chemical, liquid, gas, or other flammable material (“a combustible”) on a balcony of a lot or on the Common Property without the prior written approval of the Owners Corporation, but may do so within that part of a lot that is inside the building.

5.6 Garbage and waste disposal

- (1) An Occupier must ensure that the disposal of garbage or waste does not adversely affect the safety, health, hygiene or comfort of other Occupiers or their Invitees.
- (2) An Occupier must dispose of garbage into a receptacle, chute or area specifically provided for that purpose and in the manner specified by the Owners Corporation from time to time, but otherwise:
 - (a) glass, metal, and plastic containers suitable for recycling must be completely drained and placed in the recycling bins provided on levels LG, 2, 3 and 4 of the car park;
 - (b) small cardboard boxes suitable for recycling must be collapsed and placed in the recycling bins provided on levels LG, 2, 3 and 4 of the car park;
 - (c) paper suitable for recycling must be placed in the recycling bins provided on levels LG, 2, 3 and 4 of the car park;
 - (d) large cardboard boxes must be collapsed and placed in the large recycling bin specified for that purpose and located on the ground floor at the southern end of the car park;
 - (e) hard rubbish must be placed in the large bin provided for that purpose and located on the ground floor at the southern end of the car park;
 - (f) all other household garbage must be securely wrapped and placed into the garbage disposal chutes provided on each floor; and
 - (g) paper or empty soft plastic bags must not be placed loose into the garbage disposal chute as such light empty materials tend to be sucked up the chute and block the exhaust fan.
- (3) If an Occupier or his or her Invitee or a tradesman or contractor engaged by him or her disposes of garbage, waste, or other rubbish in contravention of these rules and the Occupier does not rectify the contravention when directed to by the Owners Corporation, then the Owners Corporation may do so and recover any costs or expenses from the Occupier.
- (4) Fixtures connected to sewer pipes or drains must not be used for any purpose other than that for which they were installed, and sweepings of rubbish or other unsuitable materials must not be deposited into them. Any costs or expenses resulting from damage to or blockage of sewer pipes or drains, if caused by an Occupier or his or her Invitee, shall be borne by that Occupier.

5.7 Floor loading

An Occupier wishing to install a heavy item in a Lot must ensure the Apartment Floor Slab Uniformly Distributed Design Load of 2kPa (200 kg/m²) is not exceeded without written advice as to safety from a structural engineer and prior written approval from the Owners Corporation.

5.8 Fire control

- (1) An Occupier must comply with the Owners Corporation's published Standard Emergency Procedures and with all statutory and other requirements relating to fire and fire safety in respect of his or her Lot, and ensure that installed smoke detectors are properly maintained and that smoke detectors and back up batteries for them are replaced whenever necessary.
- (2) An Occupier must not, and must not permit his or her Invitee, or a person over whom he or she has control to:
 - (a) interfere with any fire safety equipment or use it except in the case of an emergency;
 - (b) obstruct any fire appliance, services cupboard, stairway, landing or lift lobby;
 - (c) use any part of a stairway for storage;
 - (d) breach the fire regulations by installing an unapproved front entry door, dead locks or peep holes; or
 - (e) keep or leave open or permit to be kept or left open for any purpose a security door or gate or any door into a stairwell.
- (3) In the event of a false fire alarm caused by the actions of an Occupier, his or her Invitee, or a person over whom he or she has control, the Owners Corporation may recover from that Occupier any fees charged to or fines imposed on the Owners Corporation as a consequence thereof.

6 MANAGEMENT AND ADMINISTRATION

6.1 Reimbursement of costs and charges

- (1) The Owners Corporation must not seek payment or reimbursement of a cost or charge from an Occupier which is more than the amount the supplier would have charged the Occupier for the same goods or services. However, the Owners Corporation may charge an Occupier a fee for arranging the cutting of keys and the configuring of Security Devices.
- (2) If a supplier has issued an account to the Owners Corporation which includes an amount able to be claimed from the supplier as a concession or rebate by or on behalf of the Occupier, the Owners Corporation cannot recover from the Occupier the full amount of the account unless the concession or rebate must be claimed directly from the supplier by the Occupier or it is paid directly to the Occupier as a refund.

6.2 Service of notices

A Member must provide the Owners Corporation with a current postal address (other than a Post Office Box number) or a registered office address for the service of notices within Australia, failing which all notices and documents will be deemed to have been properly served by delivery to the mail box of the Member's Lot in Aurora. In addition to the mandatory provision of a postal address required under this rule, a Member may provide one email address for service or delivery of notices, documents and other communications of the Owners Corporation.

6.3 Security devices

- (1) The Owners Corporation may charge a reasonable fee for any additional Security Device required by an Occupier.
- (2) An Occupier must not, without written consent from the Owners Corporation, duplicate or permit the duplication of a Security Device in his or her possession, and must ensure the Security Device is not given to anyone who is not an Occupier or an associated person, and is only disposed of by returning it to the Owners Corporation.
- (3) An Occupier must notify the Owners Corporation of all associated persons who are also in possession of a Security Device and promptly notify the Owners Corporation if a Security Device is lost, stolen or damaged.
- (4) An Occupier must comply with the conditions of any audit of Security Devices as may be conducted by the Owners Corporation from time to time.
- (5) The Owners Corporation may, during an audit of Security Devices, de-activate a Security Device which has been issued but is not registered.

6.4 Delivery and removal of items

- (1) The Building Manager is responsible for scheduling the movement of items into and out of the building to ensure that conflicts are avoided.
- (2) An Occupier must not move any large item into or out of the building without providing at least 48 hours notice to the Building Manager and receiving approval from the Building Manager for the move to take place on the date and at the time specified.
- (3) Unless approved by the Owners Corporation in writing, all movements of furniture and heavy items, including the removal of any resulting waste packaging and rubbish, must be conducted between the hours of 9.00 am and 4.00 pm on weekdays and 9.00 am and 3.00 pm on Saturdays.
- (4) No movement of furniture or heavy items is permitted on a Sunday or Public Holiday.
- (5) The Owners Corporation may from time to time, when the Common Property is being renovated or major works are being undertaken in the building, alter the hours when movement of furniture and heavy items can take place.
- (6) The Owners Corporation may require a bond to be paid by any person proposing to move furniture or other items into or out of the building. The bond must be paid before any movement commences, the amount will be at the sole discretion of the Owners Corporation, and will be assessed, having regard for the circumstances of the movement.
- (7) In the event of any damage to the Common Property which results, whether deliberately or by accident, from the actions of any person, contractor, or agent who is involved in the movement of items into or out of the building by or on behalf of an Occupier, the Occupier is responsible for the repair of that damage, and if the Occupier fails to repair that damage within a reasonable time and return the Common Property to its previous state, then the Owners Corporation may do so and recover all costs and expenses of such repair from the Occupier. Any bond held may be appropriated by the Owners Corporation towards such costs and expenses.
- (8) An Occupier must remove all waste packaging and rubbish resulting from a movement of items into or out of the building, and return the Common Property to its previous state. If an Occupier fails to do so, the Owners Corporation may, and recover all costs and expenses from the Occupier. Any bond held may be appropriated by the Owners Corporation towards such costs and expenses.
- (9) An Occupier must ensure that all trades people or contractors employed to undertake a move contact the Building Manager upon arrival at the building and before any move commences.
- (10) An Occupier and any person, contractor, or agent who is involved in the movement of items into or out of the building by or on behalf of the Occupier, must move items only via the lift allocated to them by the Building Manager.
- (11) Delivery of all large items must be made via the loading bay located at the rear of the building accessed from Queens Lane and not via the St Kilda Road main entrance.
- (12) Corridors, car parks, lift wells, and stairwells must always be kept clear in case of emergency and must not be used for temporary storage when moving furniture into or out of the building.

6.5 Compensation to the Owners Corporation

- (1) A Member shall compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by the Member or any Occupier associated with the Lot owned by the Member.
- (2) A Member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis and other reasonable costs reasonably incurred which the Owners Corporation has paid, incurred, or expended in consequence of any default by the Member in the performance or observance of any of these rules, or in relation to recovery of Owners Corporation fees and levies.
- (3) The Owners Corporation may charge interest on any amount payable by a Member to the Owners Corporation which is still outstanding after the due date for payment at the maximum rate of interest payable under the Penalty Interest Rates Act 1983.

6.6 Compliance with Laws

- (1) An Occupier must, at his or her expense, promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices, and orders of any governmental authority.
- (2) An Occupier must not use or permit a Lot to be used for any purpose which may be illegal or injurious to the reputation of Aurora or a nuisance or hazard to another Occupier.

7 INSURANCE

- 7.1 The Owners Corporation has an insurance policy covering the building and Public Liability in accordance with the Regulations. An Occupier is responsible for assessing insurance needs with regard to his or her Lot and taking out such insurance as he or she deems necessary to cover contents and Public Liability.
- 7.2 An Occupier must not, without prior written consent from the Owners Corporation, do or permit anything to be done which may invalidate or suspend an insurance policy taken out by the Owners Corporation, or increase the premium on any such insurance policy.

8 COMMON PROPERTY

8.1 Use of the Common Property

- (1) An Occupier must not:
 - (a) do anything which may adversely affect the security or safety of Aurora;
 - (b) damage or deface any part of the Common Property;
 - (c) use any part of the Common Property or the Common Facilities in a manner which obstructs, unreasonably interferes with, or impinges upon the quiet use and enjoyment of the Common Property or those facilities by any other person entitled to use them;
 - (d) use any part of the Common Property or the Common Facilities for a purpose other than that for which they are specifically provided or made available;
 - (e) remove any article from the Common Property placed there by the direction or authority of the Owners Corporation;
 - (f) modify any intercom, television aerial or communication system other than telephone and NBN connections servicing a Lot;
 - (g) affix or permit to be affixed on any part of the Common Property a sign advertising that a Lot is available for sale or lease or open for inspection, or that a business providing goods or services is conducted at the Lot; or
 - (h) use any part of the Common Property in respect of which exclusive use and enjoyment rights have at that time been given or granted to another person or entity by the Owners Corporation.
- (2) An Occupier must not, without prior written approval from the Owners Corporation:
 - (a) alter any part of the Common Property;
 - (b) store or leave anything on the Common Property;
 - (c) do anything which affects or interferes with the Common Facilities;
 - (d) use any portion of the Common Property as a garden for his or her own purposes. An approval under this rule may state a period for which the approval is granted; or
 - (e) do or permit anything to be done to a structure which forms part of the Common Property or to an essential service which is on the Common Property or provided to Lots through the Common Property. An approval under this rule may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (3) An Occupier must:
 - (a) promptly notify the Owners Corporation or the Building Manager on becoming aware of any damage to or defect in any part of the Common Property or Common Facilities; and
 - (b) when using the Common Property or the Common Facilities, always follow the sign posted directions of the Owners Corporation and the proper directions of the Building Manager.

8.2 Pets and Animals

- (1) An Occupier may keep one or more domestic animals in a Lot, provided the following conditions in respect of each animal are always complied with:
 - (a) it must not disturb other Occupiers or pets, particularly if it is a dog, by barking;
 - (b) it must be a domesticated pet;
 - (c) it must be toilet trained;
 - (d) it must not be afflicted by an infectious disease;
 - (e) it must be registered with the Owners Corporation;
 - (f) it must not urinate or defecate on The Common Property;
 - (g) it must be on a lead or caged or carried whilst on The Common Property;
 - (h) it must, if it is a cat, always be kept within its owner's Lot unless it is being transported into or out of Aurora;
 - (i) it must not be left tied up or unattended on the Common Property at any time;
 - (j) it must not be allowed to enter the Recreational Area at any time; and
 - (k) it must, if required by Local Laws, be registered with the City of Port Phillip;save and except that conditions (j) and (k) shall not apply to any bona fide assistance animal for a person with an impairment or disability, or alter or qualify any legal rights of such a person.
- (2) If the Owners Corporation resolves that an animal is a danger or is causing a nuisance in the Common Property or to Occupiers, their Invitees or other pets, the Owners Corporation must notify the Occupier who is keeping that animal of the resolution, and such Occupier must remove that animal from Aurora within a reasonable time of receiving notice of the resolution.

8.3 Pest control

- (1) The Owners Corporation is responsible for management and regulation of matters relating to pest control, and an Occupier must pay any costs the Owners Corporation incurs in eradicating pests within his or her Lot.
- (2) An Occupier must, as soon as practicable, report to the Owners Corporation any issues which may arise in relation to pest control both within his or her Lot or the Common Property.

8.4 Smoking

- (1) An Occupier, his or her Invitee, or a person over whom he or she has control, must not, while on any part of the Common Property, smoke tobacco or any other substance.
- (2) An Occupier must not allow smoke or odour from the smoking of tobacco or other substances to escape from his or her Lot into any the Common Property which is within the building.

8.5 Vehicles on the Common Property and in car park spaces

- (1) An Occupier must not, unless in the case of an emergency, park or leave a Vehicle or permit an Invitee or person over whom he or she has control to park or leave a Vehicle:
 - (a) on The Common Property, regardless of whether or not it obstructs a driveway;
 - (b) in a car park space allocated to another Occupier's Lot; or
 - (c) in any place other than a place specified as a car park space by the Owners Corporation and allocated to his or her Lot.
- (2) An Occupier must provide the Owners Corporation with the registration number of all Vehicles which will regularly occupy the car park spaces allocated to him or her.
- (3) More than one Vehicle may be parked in the car park space allocated to a Lot, provided this does not cause another Vehicle also parked in that car park space to encroach onto The Common Property.

8.6 Visitor Car Park

- (1) The Visitor Car Park is a valuable amenity of Aurora, and the primary objective of this rule is to preserve that amenity for the benefit of all Occupiers.

- (a) If an Occupier and his or her Invitee are seen to be deliberately and consistently disregarding the spirit of rule 8.6, then the Owners Corporation may by resolution deny access to the Visitor Car Park by that Invitee, either for a specified period or permanently.
 - (b) If the Owners Corporation resolves to deny an Invitee access to the Visitor Car Park, the Owners Corporation must give notice of this resolution to the Occupier whom the Invitee visits, and an Occupier who receives a notice under this rule must immediately cease granting the Invitee access to the Visitor Car Park.
- (2) Spaces in the Visitor Car Park are available for use only by Invitees to Aurora and are to be used for no other purpose.
 - (3) An Occupier must not at any time allow more than five (5) Vehicles of his or her Invitees to occupy spaces in the Visitor Car Park simultaneously.
 - (4) An Occupier must not, unless in the case of an emergency, park or leave a Vehicle or permit a person over whom he or she has control to park or leave a Vehicle normally parked in a car park space allocated to a Lot in any car park space allocated for use by visitors.
 - (5) An Occupier must not permit anyone to park a Vehicle in a Visitor Car Park space whose purpose for parking is other than to visit a Lot in Aurora.
 - (6) If an Invitee intends to use a Visitor Car Park space, whether continuously or not, for more than a Short Term, the Occupier whom the Invitee is visiting must obtain from the Building Manager a Visitor Car Park Permit for the required period and ensure that the Visitor Car Park Permit is displayed on the dashboard of the Invitee's Vehicle when it is parked in a car park space allocated for visitors.
 - (7) A Visitor Car Park Permit may be granted for a continuous period of no more than fourteen days.
 - (8) The City of Port Phillip has the authority to and will issue parking infringement notices when an Occupier or Invitee violates Aurora's rules with respect to car parking.

8.7 Bicycles and skateboards

- (1) The riding of bicycles and similar conveyances is not permitted on any part of the Common Property other than the car park, and then, only when a person is arriving at or departing from Aurora.
- (2) The use of skate boards, roller blades or roller skates is not permitted on any part of the Common Property.
- (3) Bicycles are not permitted in the ground floor entry foyer, stairwells, or any other part of the Common Property designated from time to time by the Owners Corporation as non-bicycle areas.
- (4) Bicycles belonging to an Occupier may be stored in his or her apartment or allotted car park space in the car park. If an Occupier intends to store a bicycle in his or her apartment, the Occupier must notify the Building Manager of his or her intention, and must enter and exit the lifts with his or her bicycle only through the car park and lift lobby on levels LG, 2, 3 or 4 of the building, and be responsible for any damage caused to the Common Property.
- (5) If the Owners Corporation has set aside an area of the Common Property specifically for the storage of bicycles, then an Occupier may, subject to compliance with any conditions specified by the Owners Corporation, store his or her bicycle in that area.
- (6) Bicycles belonging to Invitees must be stored in a car park space in the Visitor Car Park.
- (7) Bicycles must not at any time be left or stored in any other part of the Common Property.

8.8 Car Park Speed Limit

The driver of a Vehicle on the Common Property must not exceed the speed limit as signposted in the car park.

8.9 Recreational Area

- (1) The Recreational Area is for the use of Occupiers and their Invitees. Showers in the bathrooms of the Recreational Area must not be used at any time by Occupiers or their Invitees unless in conjunction with the use of the swimming pool or the equipment installed in the gymnasium.

- (2) An Occupier must always accompany Invitees in the Recreational Area and an Occupier may not have more than two Invitees in the Recreational Area at one time.
- (3) Children under the age of 14 may only use the facilities in the Recreational Area if they are accompanied and supervised by an adult.
- (4) Users of the Recreational Area and any equipment therein must observe and obey all rules and safety notices which are displayed in that area.
- (5) A Personal Trainer may not accompany an Occupier into the Recreational Area unless he or she has registered as a Personal Trainer with the Building Manager and has supplied documentary evidence of a valid and current public liability insurance policy certifying a minimum cover of \$10 million and has a signed disclaimer in favour of the Owners Corporation.
- (6) A Personal Trainer who is an Occupier is prohibited from using the Recreational Area to conduct his or her business with clients who are not Occupiers.

9 LOTS

9.1 Access to Lots

An Occupier must grant the Owners Corporation the right of access to any balcony forming part of his or her Lot for maintenance of the Common Property and cleaning the external façade and outside surfaces of windows, provided the Owners Corporation has given the Occupier 24 hours notice in writing.

9.2 Appearance of Lots

- (1) An Occupier must ensure that his or her car park and storage spaces are free from oil and other like substances. If a car park space is stained with oil, petrol or the like, the Owners Corporation may give written notice to the Occupier requiring the car park space to be cleaned of contaminants within 14 days of service of the notice. If the car park space is not cleaned within the time specified, the Owners Corporation may undertake such cleaning and charge the Occupier with the cost thereof.
- (2) An Occupier must not, without written approval from the Owners Corporation:
 - (a) make any alterations (including painting and decorating) to the exterior of a Lot;
 - (b) maintain anything inside a Lot which is visible from outside the Lot and which, when viewed from outside the Lot, is not in keeping with the general appearance of Aurora;
 - (c) install bars, screens, safety devices, locks, decorative features or similar equipment or items to the exterior surface of a Lot;
 - (d) attach to or hang from the exterior of a Lot any aerial or any Security Device or wires;
 - (e) install or operate an alarm which is audible from outside a Lot;
 - (f) store, place or hang any chattel or item (including but not limited to towels and clothing) on or from the balcony of a Lot or the Common Property so as to be visible from outside the Lot;
 - (g) install any enclosure or structure of any nature on a balcony or terrace garden;
 - (h) install equipment of any kind (including, but not limited to an antenna, or satellite dish) which extends beyond the boundaries of the Lot, or interferes, by radio interference or otherwise, with any device lawfully used in another Lot or in the Common Property;
 - (i) install any storage locker in a car park space; or
 - (j) use car park spaces for other than the parking of Vehicles or shopping trolleys.

9.3 Signs, Window Furnishings and Awnings on Lots

An Occupier must not, without written permission from the Owners Corporation:

- (1) affix or permit to be affixed on any part of a Lot a sign or notice which is visible from outside the Lot advertising that a Lot is available for sale or lease, or is open for inspection, or that a business providing goods or services is conducted at the Lot. The prohibition in this rule does not apply to Lot 139 on the Plan provided those premises are being used as a Restaurant or other like enterprise serving food and drink to the public, and prior written approval from the Owners Corporation is obtained for any sign or notice affixed thereto; or

- (2) install or permit the installation of any window furnishings which are visible from outside the Lot other than those with an ivory or black coloured backing; or
- (3) install or permit the installation of any awning to the exterior of a Lot or to any part of the Common Property.

9.4 Change of Use

An Occupier must give written notice to the Owners Corporation if he or she proposes to change the existing use of the Lot in a way that will affect insurance premiums charged to the Owners Corporation, and if the proposed change of use results in an increase in insurance premiums, the Occupier must reimburse the Owners Corporation the amount of such increase. Any change of use must comply with the Port Phillip Planning Scheme.

9.5 Short Term Lease

An Occupier must not grant a lease, licence or other right to occupy a Lot or any part of a Lot for a period of less than six months nor permit others to do so except where the Occupier is over-holding under the terms of a lease, licence or other right to occupy which has a term of not less than six months.

9.6 Storage Cages and Store Rooms

- (1) An Occupier must secure his or her storage cage and/or store room, and hold the Owners Corporation blameless in the event any contents are stolen, damaged or destroyed as a result of any occurrence whatsoever.
- (2) An Occupier must not use a storage cage or store room in any manner which may cause nuisance, damage, or be a hazard to other Lots or the Common Property.

9.7 Balconies

- (1) In order that Aurora's fire safety is not compromised, an Occupier must not at any time store any flammable material or operate a barbecue or have any other heat source operating within 50 cm of any wall which forms part of the outer walls of the building, regardless of its construction material, and regardless of whether or not a flame is used to generate the heat; nor must he or she at any time leave a barbecue or other heat source which is operating, unattended by a responsible adult.
- (2) An Occupier or his or her Invitee must not throw, drop, or allow any item to be blown by the wind from the balcony of a Lot, specifically including, but not limited to, cigarette butts, cigarette ash, and any other smoking material.
- (3) An Occupier must take all reasonable steps to secure all items on balconies to prevent them falling or being blown away by the wind.
- (4) An Occupier must take all reasonable steps to prevent overflow from the watering of plants on a balcony flowing onto a Lot below.
- (5) An Occupier must not allow the balcony of a Lot to become unkempt or unsightly.

9.8 Planter Boxes

- (1) An Occupier who has a planter box or pot on a balcony must:
 - (a) ensure that all planter boxes are of a copper or terracotta nature and are of a size and type which is in accordance with the overall character of Aurora;
 - (b) ensure that planter boxes and pots and the plants in them are properly maintained; and
 - (c) refrain from using the planter boxes and pots in a manner which may cause nuisance, damage or be a hazard to other Lots or the Common Property.

9.9 Air Conditioning

- (1) An Occupier must obtain approval from the Owners Corporation before installing an air conditioning unit to service the Lot.
- (2) An Occupier must not install an air conditioning unit to service the Lot:

- (a) which is of a type or brand which has not been approved by the Owners Corporation;
- (b) which when operated damages or detrimentally affects the operation of the Common Property air conditioning water reticulation system; or
- (c) where any component of the unit is located on a balcony or within a window.

9.10 Locks and Screens

A Member or a person authorised by a Member may install a locking or safety device to protect a Lot against intruders or a screen or barrier to prevent entry of animals or insects provided the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building and in the event that such a device screen or barrier is installed the Member must keep it in good order and repair.

9.11 Glazing

An Occupier must not allow any glazed portions of the Lot or the Common Property which surrounds it to be tinted or treated in any manner which changes the performance or visual characteristics of the glazing.

10 BUILDING WORKS

- 10.1 Rules under this heading apply to all building works carried out on an Occupier's Lot, regardless of whether or not those works require prior approval from the Owners Corporation.
- 10.2 The relevant Occupier must not, except in the case of an emergency, or as otherwise approved by the Owners Corporation, permit any tradesman, contractor or other person to perform works on the Lot on a Sunday or public holiday, or before 8.00 am or after 5.00 pm on any other day, if such works are audible from outside the Lot.
- 10.3 The relevant Occupier is responsible for payment of all costs associated with works on his or her Lot.
- 10.4 The relevant Occupier must ensure all surplus materials are removed from the Common Property.
- 10.5 The relevant Occupier must ensure that his or her contractors and agents who are undertaking works:
- (1) comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, use of lifts in the building, building protection, hours of work and noise control;
 - (2) do not remove, penetrate, or alter any wall, floor, or ceiling which is part of the Common Property without prior written approval from the Owners Corporation;
 - (3) do not erect scaffolding on the Common Property or the exterior of the building without prior written approval from the Owners Corporation;
 - (4) do not at any time store or leave building materials, trade waste, or rubbish on The Common Property;
 - (5) conduct all works in a manner that would minimize damage to or dirtying of the Common Property; and
 - (6) do not use the St Kilda Road main entrance and lobby to move building materials or trades people into or out of the building.
- 10.6 Before any work begins the relevant Occupier must:
- (1) take out, and maintain throughout the period of the works, a contractor's all risks insurance policy to the satisfaction of the Owners Corporation; and
 - (2) deliver a copy of the insurance policy and a certificate of currency in respect thereof to the Owners Corporation.
- 10.7 Access shall not be available to other Lots or to the Common Property without written consent or a licence from the other Member in the case of a Lot or the Owners Corporation in the case of The Common Property.

- 10.8 Any the Common Property damaged or dirtied as a consequence of building works initiated by an Occupier must be repaired or cleaned at the expense of that Occupier and the Common Property returned to its previous state. If the Occupier fails to arrange for such repairs or cleaning within a reasonable time, then the Owners Corporation may do so and recover all costs and expenses of such repairs or cleaning from the Occupier. In that event, the Occupier shall indemnify and keep indemnified the Owners Corporation against any and all costs or liabilities incurred by the Owners Corporation in repairing the damage to the Common Property or cleaning it.

11 BUILDING WORKS WHICH REQUIRE OWNERS CORPORATION APPROVAL

- 11.1 An Occupier may not undertake any structural alterations or additions to a Lot except in accordance with the provisions of the rules under this heading.
- 11.2 No works may commence until all requisite permits, approvals and consents under all relevant laws have been obtained, copies thereof given to the Owners Corporation, and approval of the adequacy of those permits, approvals and consents obtained from the Owners Corporation; and then only undertaken strictly in accordance with those permits approvals and consents.
- 11.3 The relevant Occupier must always ensure that the works are undertaken in a reasonable manner so as to minimize any nuisance, annoyance, disturbance, and inconvenience to other Occupiers.
- 11.4 Before proceeding with any works which may affect, or be reasonably predicted to affect, the external appearance or structure of Aurora, or the appearance or structure of any part of the Common Property, or the fire rating or the acoustic rating of any part of Aurora, the relevant Occupier must submit to the Owners Corporation plans and specifications of such works.
- 11.5 Before proceeding with any works the relevant Occupier must:
- (1) provide the Owners Corporation with such further particulars as the Owners Corporation may reasonably require to satisfy itself that the proposed works comply with the orderly development of Aurora, do not endanger Aurora, and are compatible with the overall services of Aurora; and
 - (2) receive written approval for those works from the Owners Corporation, which approval may not be unreasonably or capriciously withheld, but may be given with the condition that reasonable costs incurred by the Owners Corporation to evaluate the proposal be paid by the relevant Occupier, and, if given with this condition, the approval will not become effective until such costs are paid to the Owners Corporation.
- 11.6 Without written consent from the Owners Corporation, which consent shall not be unreasonably refused, the relevant Occupier may not make any structural alteration or addition to the interior of his or her Lot or any part of it which may diminish the support or shelter of any Lot, and to evaluate this the Owners Corporation is entitled to appoint an architect, structural engineer or building contractor at the expense of the relevant Occupier.

12 ACOUSTIC ISOLATION OF LOTS

- 12.1 Apartments at Aurora were originally designed and built with carpet as the standard floor covering in all areas other than kitchens, bathrooms, laundries and entry foyers and, to ensure Occupiers have peaceful enjoyment of their properties, it is the preferred floor covering for all apartment living areas.
- 12.2 An Occupier must not alter any ceiling, wall or floor in his or her Lot in a manner which changes the acoustic performance of the Lot without prior written approval from the Owners Corporation.
- 12.3 A bare concrete floor surface (whether it is polished or not), is not permitted in any part of the internal area of a Lot. Timber, ceramic tiles, and other similar hard floor surfaces are acceptable in apartment living areas only if they do not interfere with the peaceful enjoyment of their properties by Occupiers of other Lots in the building. Hard floor coverings are particularly discouraged in bedrooms because of the likelihood of noise transmission at night.
- 12.4 Any new flooring system installed in an apartment at Aurora must have an Association of Australian Acoustical Consultants ('AAAC') star rating of not less than five stars.

- 12.5 If an Occupier complains to the Owners Corporation about noise emanating from a Lot ("the relevant Lot") which is believed to be as a result of a newly installed hard floor surface, and in the opinion of the Owners Corporation the complaint is reasonable, then the owner of the relevant Lot must, within two months of being requested so to do by the Owners Corporation, have the newly installed hard floor acoustically tested by a suitably qualified acoustical engineer acceptable to the Owners Corporation, and provide the Owners Corporation with a report from that expert on the acoustic properties of that floor ("the Report").
- 12.6 All costs associated with acoustic testing of the floor and creation of the Report must be paid by the owner of the relevant Lot.
- 12.7 If the Report indicates that the newly installed hard floor has an AAAC star rating of less than five stars, the owner of the relevant Lot must, within two months of being requested so to do by the Owners Corporation, and at his or her cost in all things, remove the newly installed hard floor and replace it with carpet or a hard flooring system which has an AAAC star rating of not less than five stars.

13 BEHAVIOUR OF PERSONS

13.1 An Occupier and his or her Invitee must:

- (1) comply with the Owners Corporation policy and guidelines including those related to noise and other nuisance control as set out from time to time in any booklet or manual published by the Owners Corporation or like information published electronically by the Owners Corporation; and
- (2) observe and comply with all signs approved and installed by the Owners Corporation including, but not limited to, those in the Recreational Area and those related to garbage disposal, car parking and speed limits in the car park.

13.2 An Occupier and his or her Invitee must not:

- (1) use a Lot, the Common Property or Common Facilities for any purpose which may be illegal or contravene any planning regulations, requirements, or restrictions or which may constitute a nuisance or hazard to the health, safety or security of any other Occupier or person lawfully using the Common Property or Common Facilities or be injurious to the reputation of Aurora;
- (2) create any noise or behave in a manner likely to unreasonably interfere with the peaceful enjoyment of Aurora by any other person entitled to use the Common Property. This rule does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made;
- (3) dispose of, throw, drop, or allow the wind to blow cigarette butts, cigarette ash, or any smoking or other material over a balcony onto any other Lot or the Common Property;
- (4) when on the Common Property or on any part of a Lot so as to be visible from the Common Property or another Lot, be unclothed, or use language or behave in a manner likely to cause offence or embarrassment to other Occupiers or to any other person lawfully using the Common Property;
- (5) use a musical instrument, or operate sound equipment, television or any other similar device between the hours of 10.00 pm and 8.00 am in such a manner that the same is audible outside the relevant Lot;
- (6) play ball games on the Common Property;
- (7) consume alcohol on the Common Property except at functions arranged by the Owners Corporation or on other occasions approved by the Owners Corporation;
- (8) take glassware or glass bottles into the Recreational Area at any time, or into any other part of the Common Property except at functions arranged by the Owners Corporation or on other occasions approved by the Owners Corporation;
- (9) conduct or permit any other person over whom they have control to conduct a public auction on the Common Property without written consent from the Owners Corporation;

- (10) enter onto the roof or into any plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause adjustments to the thermostat, water control, electricity, gas or heating and/or cooling controls in or on the Common Property without consent from the Owners Corporation;
- (11) use power points or other electrical outlets installed on the Common Property to charge electric vehicles unless those power points or electrical outlets are suitably metered to measure the amount of electricity consumed; or
- (12) alter the external façade or structural appearance of a Lot or the Common Property.

14 DISPUTE RESOLUTION

- 14.1 The grievance procedure set out in these rules applies to disputes involving an Occupier, the Manager, a Building Manager or the Owners Corporation.
- 14.2 These rules evidence the resolution of the Owners Corporation to delegate to the Owners Corporation representatives all powers and functions necessary to enable the operation of and compliance with the dispute resolution provisions of these rules, the Act, and the Regulations.
- 14.3 For dispute resolution purposes under these rules or for enforcement under Part 10 of the Act, in each dispute the Owners Corporation representatives will be one or more of the Manager, the Chairperson of the Owners Corporation, and a member of the Committee appointed by the Chairperson, and all parties involved in that dispute must be advised by the Manager the names of those representatives.
- 14.4 The person making the complaint (“the Complainant”) must prepare a written statement in the approved form and serve a copy of the statement on any other party involved, the Manager, and the Committee.
- 14.5 The parties to the dispute and the Owners Corporation representatives must meet on a without prejudice basis and discuss the matter in dispute within 14 days of the Complainant’s statement being served on them; and
 - (1) a party to the dispute may appoint a person to act or appear on his or her behalf at the meeting;
 - (2) the parties must each ensure that their agents, representatives, or consultants are available to appear at the meeting;
 - (3) the parties must co-operate and use their best endeavours to make available to the Owners Corporation representatives all the facts and circumstances required to consider and resolve the dispute; and
 - (4) the Owners Corporation representatives shall be entitled to make reasonable directions to adjourn or terminate any meeting, or to expedite or terminate this dispute resolution process.
- 14.6 In the event of any dispute or difference of opinion as to the effect or operation of the Plan, or the interpretation or performance of obligations under these rules, the Act, or the Regulations, that dispute or difference of opinion may, if the Complainant, any other party involved, and Owners Corporation representatives, agree, be referred for determination by a person (“Expert”) who shall be agreed upon between the parties or, in the absence of agreement, appointed by the President for the time being of the Law Institute of Victoria.
- 14.7 When a dispute has been referred to an Expert for determination then:
 - (1) the parties must each co-operate and use their best endeavours to make available to the Expert all the facts and circumstances required to consider and resolve the dispute;
 - (2) the parties must each ensure that their agents or consultants are available to appear at any hearing or meeting called for by the Expert;
 - (3) each of the parties has a right to make submissions to the Expert, be heard by the Expert and to be legally represented before the Expert;
 - (4) the Expert may appoint any other qualified person to consult with and advise the Expert and the cost of such other qualified person will be deemed to form part of the determination costs and expenses;

- (5) unless otherwise agreed by all parties or determined by the Expert, the decision of the Expert must be made and delivered to the parties within one month after the date of submission of the dispute or difference of opinion to the Expert;
 - (6) the Expert must act as an expert, not as an arbitrator and his or her decision will be final and binding upon all the parties; and
 - (7) the Expert must also determine the amount of costs and expenses of referring the dispute to him or her, and which party or parties must bear the costs and expenses, and in which shares, and in doing so the Expert must consider the reasonableness of the parties leading up to the Expert determination including, but not limited to, any offers made to resolve the dispute and the costs so determined will be recoverable in a Tribunal or Court of competent jurisdiction as a debt due. In the event of any matter being the subject of dispute resolution or referred for decision by an Expert, these rules, the Act, and the Regulations will be adhered to pending the decision.
- 14.8 If the Owners Corporation representatives decide to take action in respect of any alleged breach of an obligation under the Act, the Regulations, or these rules ("the Breach"), the Owners Corporation representatives must give to the person who allegedly committed the Breach ("the Respondent") notice requiring him or her to rectify the Breach within 28 days of the date of the notice ("the Notice") and must also provide a copy of the Notice to the Member and the Occupier of the Lot.
- 14.9 If the Respondent does not rectify the Breach within the time specified in the Notice, the Owners Corporation representatives may decide, in accordance with the Act, to give him or her a final notice stating that the Respondent must rectify the Breach within 28 days ("the Final Notice").
- 14.10 If the Respondent does not rectify the Breach within the time specified in the Final Notice, the Owners Corporation representatives may decide to apply to VCAT for an order requiring rectification of the Breach and give notice of their decision to the parties as required by Section 157 (3) of the Act.
- 14.11 If any party is challenging any payment claimed by another party, then so much of the payment as is admitted being owed must be paid immediately and an appropriate adjustment made within fourteen days of resolution.
- 14.12 The costs and expenses incurred by the Owners Corporation arising out of any breach by an Occupier of an obligation imposed on that person under these rules, the Act, or the Regulations including any costs payable by the Owners Corporation to the Manager shall be due and payable as a debt or alternatively as damages due by the person in default or breach of such obligations to the Owners Corporation.
- 14.13 These rules evidence the resolution of the Owners Corporation to recover such costs as described in the previous rule from the person or persons in default or breach of obligations to the Owners Corporation.
- 14.14 If any dispute is not resolved, the Owners Corporation representatives must notify each party of his or her right to take further action under Part 10 of the Act.
- 14.15 This process is separate from and does not limit any further action under Part 10 of the Act.

15 BREACH OF RULES

- 15.1 If a Member breaches these rules, the Member must immediately, or as soon as practicable, remedy the breach or where the breach cannot be remedied:
- (1) pay reasonable compensation to the Owners Corporation for the breach; or
 - (2) pay to the Owners Corporation an amount equal to all costs, liabilities, loss, or damage suffered by the Owners Corporation; and
 - (3) indemnify the Owners Corporation against future loss which may result from that breach.

16 RECOVERY OF FEES/LEGAL COSTS

- 16.1 The Owners Corporation may recover as a debt due from a person or persons in default or breach the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the Chairman, Secretary or committee member of the Owners Corporation) arising out of any default or breach by any Occupier of any obligation under the Act, Regulations or these Rules.
- 16.2 The Manager is authorised to engage a lawyer or debt collector to send a letter of demand at its discretion to a Member who has failed to pay any fees, levies and/or charges owing to the Owners Corporation within the time required by the Owners Corporation.
- 16.3 A Member must pay or reimburse to the Owners Corporation all administrative, legal and other costs, charges and expenses relating to any failure by the Member to pay any fees, levies or charges owing to the Owners Corporation within the time required by the Owners Corporation including but not limited to any letter of demand issued under rule 15.2, and subsequent VCAT and/or court proceedings and the enforcement of any such orders obtained.
- 16.4 The Owners Corporation may, at its absolute discretion as and when the Committee determines, bring such legal proceedings in any court of competent jurisdiction as is necessary to recover from any Owner:
- (1) monies owing to the Owners Corporation;
 - (2) interest at a rate from time to time applicable according to the Penalty Interest Rates Act 1993 (Vic) on any monies owing to the Owners Corporation;
- 16.4
- (3) all legal costs and disbursements incurred by the Owners Corporation in pursuing such recovery on a solicitor-own client basis; and
 - (4) all administrative costs and other expenses incurred by the Owners Corporation in pursuing such recovery.
- 16.5 In respect of Owners who are not natural persons, the bringing of legal proceedings described above may include proceeding pursuant to the Corporations Act 2001 (Cth) including but not limited to winding-up proceedings.
- 16.6 If the Owners Corporation expends money to make good damage caused by a breach of the Act or of these Rules by an Occupier or his or her Invitees, servants, employees, or agents or of any of them, the Occupier must reimburse such money to the Owners Corporation on demand.
- 16.7 A Member must pay on demand the whole of the Owners Corporation costs and expenses (including solicitor-own client costs plus any GST in respect of such costs) in connection with recovering contributions, including owners corporation levies or monies payable to the Owners Corporation pursuant to the Act or these Rules by the Member to the Owners Corporation and the amount of any such costs shall be deemed to be liquidated debt due by the Member to the Owners Corporation.