

Delivered by LANDATA®. Land Victoria limestamp 11/12/2007 10:01 Page 32 of 42.

BODY CORPORATE PLAN OF SUBDIVISION – BCPS 433536R

**ADDITIONAL RULES UNDER REGULATION 220 OF THE SUBDIVISION
(BODY CORPORATE) REGULATIONS 2001**

At any and all places in these rules where it refers to the Body Corporate it may also mean a Committee of Management of a Body Corporate Manager that have been duly appointed and delegated by the Body corporate and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other member or occupant of his lot or the common property would be unreasonably prejudiced or affected thereby. Such consent should be in writing.

1. Interpretation / Definitions:

"Act" means Subdivision Act 2001.

"Body Corporate" means Body Corporate on Plan No. PS 433536R

"Buildings" means all and any buildings, structures or improvement comprised in the Development.

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

"Development" means all the land and improvements comprised in Plan of Subdivision No. PS 433536R and known as: "Liberty Tower" 620 Collins Street, Melbourne.

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

"Member" means an owner of a Lot on the Plan of Subdivision.

"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a member.

"Plan of Subdivision" means Plan of Subdivision No. PS 433536R.

"Proprietor" means a Member of the Body Corporate.

"Regulations" means the Subdivision (Body Corporate) Regulations 2001.

Delivered by LANDATA®. Land Victoria timestamp 11/12/2007 10:01 Page 33 of 42

2. Use:

A Member must not, and must ensure that the occupier of a Members lot does not:

- (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots of their families or visitors.
- (b) Use or permit a lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier.
- (c) Use any of the common area recreational facilities for any purpose other than specified by the body corporate and all such use shall be in a thoughtful manner and with due and proper care and in accordance with posted regulations.
- (d) Use or occupy any lot or lots for a use or in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan of Subdivision.
- (e) Permit smoking in any of the common property.
- (f) Their Unit or Accessory Unit is not used for any purpose which may be illegal or injurious to the reputation of the Development including a massage parlour, brothel or similar purpose or in a manner which may constitute a nuisance or hazard to any other Owner or Occupier.
- (g) Do not cause interference with television, radio reception, or communication equipment.
- (h) Nothing is done to endanger or increase the cost of the insurance of the building or public liability insurance for the common property. The amount of any loading or increase in premium must be paid by the responsible Owner or Occupier for the period that the loading or increase applies.
- (i) Keep all services e.g. air conditioner, security system etc. which serves exclusively the members lot, properly maintained and in good repair.

3. Vehicles, Driveways, and Car Parking Areas:

A member must not, and must ensure that the occupier of a Members lot does not:

- (a) Drive or operate any motor vehicle on any internal road surface in excess of 8kph.

Delivered by LANDATA®. Land Victoria timestamp 11/12/2007 10:01 Page 34 of 42

- (b) Park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Body Corporate.
- (c) Permit bicycling, roller blading, skateboarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the common property.
- (d) Use any car parking space otherwise than for the purpose of parking any motor vehicle or motor cycle therein and then in such manner as may be fair and reasonable or permit any mechanical repairs, except of an emergency nature, be performed on any vehicle so parked.
- (e) Park, either for short or long term time periods, any Occupier's vehicle in any Car park space, driveway except in the space or spaces as delineated on title as belonging to each individual lot.
- (f) Interfere with the operation function or control of the electronic automatic doors and or gates.
- (g) Obstruct any easement giving access to any lots or to common property for any purpose other than the reasonable ingress or egress from Occupiers respective lot.
- (h) Wash any vehicle in any area or car parking space or any common property whatsoever.
- (i) Allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and free of any oil, grease and fluids of any kind. Same is to be removed immediately upon notification of build up by the Body Corporate.
- (j) No structures including storage cupboards are to be erected within the Car Park Lot area without the written consent of the Body Corporate. No flammable products may be stored within the Car Park Lot.
- (k) No damaging, defacing or obstructing occurs to entrances, passages, stairways, lifts, landings, driveways or pathways or to any other part of the common property and that no part of the common property is used for any purpose other than the purpose for which that part of the common property is made available.
- (l) Allow children to play in common areas, car parking areas or other areas of possible danger or hazard.
- (m) Not to allow heavy vehicles on the common property.
- (n) Not to use the fire escape stairwells other than for emergency purposes only.

Delivered by LANDATA®. Land Victoria limestamp 11/12/2007 10:01 Page 35 of 42

4. Noise:

A Member must not and must ensure that the Occupier of a Member's lot does not:

- (a) Create upon the Member's lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another lot or of any person lawfully using common property
- (b) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of Sunday, Monday, Tuesday, Wednesday and Thursday 10.00 p.m. and 8.00 a.m. Friday and Saturday 11.00 p.m. and 8.00 a.m.
- (c) Washing machines, vacuum cleaners, tumble dryers and dishwashers are not used between the hours of 10.00 p.m. and 8.00 a.m.

5. Animals:

- (a) Keep any animal on the common property after being given notice by the Body Corporate to remove the animal after the Body Corporate has resolved that the animal is causing a nuisance.
- (b) A Member must ensure that the Occupier of a Member's lot must not fail to clean up after any animal debris or make good damage to any common property.
- (c) A Member must use the goods lift to transport animals within the building.
- (d) A Member can only enter or exit the building with animals via the Francis Street Loading Dock.
- (e) Animals are not permitted access to common areas as defined under 5(c).

6. Signage:

A Member must not, and must ensure that the Occupier of a Member's lot does not:

- (a) Display any place card advertisement or sign on the common property for their lot for any reason or purpose.
- (b) Place signage promoting Sale of any Lot on any surface within the building.

7. Balconies, Patios, Garden Areas and Any Exterior Building Surfaces:

A Member must not, and must ensure that the Occupier of a Member's lot does not:

- (a) Hang clothes, store bicycles or other articles on the balcony exteriors of the units/apartments or on any common area.

Delivered by LANDATA®. Land Victoria timestamp 11/12/2007 10:01 Page 36 of 42

- (b) Store or keep on the common property or any part thereof any materials or goods including bicycles and other items except in designated areas if any and subject to the terms and conditions set forth in writing by the Body Corporate.
- (c) Install any fly wire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so from the Body Corporate and provided that said permission complies with the standards established by the Body Corporate and governing authorities.
- (d) Keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot or interfere with the use and enjoyment of their lots by the Occupiers of those lots. Care must be taken when watering or cleaning to ensure minimal disturbance to others lots.
- (e) Construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony or place on any terrace patio or balcony any spas hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without having first obtained written consent of the Body Corporate and governing authorities.
- (f) Construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Body Corporate.
- (g) Erect any external blinds or awning without the previous consent in writing of the Body Corporate.
- (h) Install any window furnishings other than that specified by the Body Corporate. Specification: KIC Sterling coloured slimline or micro venetian. A member shall not install any window tinting without having the colour and design of same approved by the Body Corporate.
- (i) Does not carry out any alterations to the lot or Car Park Lot (which shall be deemed to include painting and decorating and the erection of any blind or awning), inclusive of structural alterations, structural additions or renovations without the prior written consent from the Body Corporate.
- (m) The Body Corporate will not object to any additional building activities to any Balconies, Patios, Garden Areas, Exterior building surfaces to Lot 2701 and 2702. All works carried out to Lot 2701 and 2702 shall be carried out in accordance with all governing authorities approval.

Delivered by LANDATA®, Land Victoria timestamp 11/12/2007 10:01 Page 37 of 42

8. Common Facilities:

A Member must not, and must ensure that the occupier of a Members lot does:

- (a) Breach any rules & regulations pertaining to each common facility and not remove any item, equipment or other such things that are and shall remain the property of the Body Corporate from any facility for any reason whatsoever.
- (b) Enter any building services room or area.
- (c) Neglect maintenance of their Lot and Car Park Lot at all times.
- (d) Store any materials or goods on the common property or any part of the common property without the written consent of the Body Corporate.
- (e) Ensure bicycles, skateboards, in-line skates and similar conveyances are not ridden, worn or used on common property.
- (f) Reimburse the Body Corporate the cost of cleaning the common areas or rectifying any damage to the common areas caused by the Owner, Occupier, Visitor or Guest.
- (g) Not damage any property owned by the Body Corporate.

9. Rubbish:

A Member must not, and must ensure that the Occupier of a Members lot does not:

- (a) Deposit household rubbish in any other receptacles or in any other part of the common property except inside the rubbish chute/bins in accordance with the instruction as determined by the Body Corporate.
- (b) Deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Body Corporate as separate collection receptacles for items of this nature.
- (c) Throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of windows, doors, staircases or from the balconies. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Member concerned.
- (d) Dispose of any explosive or dangerous goods.
- (e) General Notes:

Each level is serviced with a garbage chute. We request that you use this facility in accordance with design specifications:

- Only place food/rubbish contained in tied plastic bags

Delivered by LANDATA®. Land Victoria timestamp 11/12/2007 10:01 Page 38 of 42

- Do not place glass in the chute (separate bin provided)
- Do not place cardboard in the chute (separate bin provided)
- Do not place open food contents in the chute

Cardboard Bin:

A bin for cardboard is located on the ground floor in the Waste Disposal room. This bin is emptied each Monday morning.

Glass Bin:

A bin for glass is located on the ground floor in the Waste Disposal room. This bin is emptied each Monday morning.

Special Requirements:

Should you require any assistance for refuse that does not fit within the above categories, please feel free to contact the Building Manager on site or the office of the Body Corporate Manager.

10. Damage & Repairs:

A Member must not, and must ensure that the Occupier of a Member's lot does not:

- (a) Damage, deface, or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Body Corporate property located on, in or attached to the common property provided further that if the Body Corporate expends money to make good damage caused by any Member or tenants, guests, servants, employees, agents, visitor, children, invitees or licensees of the Member of any of the lots, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the lot at the time when the damage occurred.
- (b) Fail to properly inform the Body corporate within twenty-four (24) hours of any damage to property which may be subject of a Claim against the Body Corporate building and/or public liability insurance policy.
- (c) Interfere with or attempt to redirect any maintenance works being attended to by trades person or others who have been appointed by the Body Corporate specifically for work being undertaken.
- (d) Interfere with the operation, function or control of any of the common property fixtures, fittings or equipment, including but not limited to all, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment.
- (e) Commit, perform or cause any manner or any act on any lot or lots or on the common property any breach of any Act of Parliament or any regulation, permits, by-law or order made by any Municipal, Statutory Government or other Authority authorised by law to make such regulation, by-law or order or issue such permits.
- (f) Store any inflammable liquid or chemical on any lot or any part of the common property nor suffer to be done any act or thing whereby any policy of insurance on the buildings and other improvements in the parcel or any part thereof may be invalidated or become

Delivered by LANDATA®. Land Victoria timestamp 11/12/2007 10:01 Page 39 of 42

void or voidable or which may render any increased premium payable in respect of such insurance.

- (g) Use the water closets conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein provided further that any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence's shall be borne by the Member whether the same is caused by his or her own actions or those of members of his or her household or his or her invitees.
- (h) Interfere or activate any of the buildings Fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency provided further that the Body Corporate may recover the cost of any charges for false alarms or making good any damage from the Occupier or Member.
11. Relocation, Deliveries, Tradespersonals:
- A Member must not, and must ensure that the Occupier of a Member's lot does not:
- (a) Use any other access to the building other than the Loading Dock entering from Francis Street and the designated Goods Lift.
- (b) Allow or permit the delivery of goods by the Collins Street main Lobby.
- (c) Give less than forty-eight (48) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any lot via the goods lift or loading dock. Also the moving of same must be done in a manner and at the time directed by the representative of the Body Corporate PROVIDED THAT nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of common property or of property belonging to the member or occupier of any other lot.
- (d) Damage, obstruct or interfere with the lift stairways, corridors or any other common property when moving any items in or out of any lot.
- (e) Arrange for trades persons (except in emergencies) or any nature or kind to perform works to be carried out except during normal working hours, 8.00 a.m. to 6.00 p.m. and there shall be no works done by trades people on weekends or public holidays without supervision by the member/occupier of the Lot and is done so at the sole responsibility of the member/occupier so arranging.
- (f) Arrange for deliveries of any kind or nature unless the Member is at or on the premises to accept and arrange for same at each Member's sole cost and liability.

Delivered by LANDATA®. Land Victoria timestamp 11/12/2007 10:01 Page 40 of 42

12. Use of Lifts:

A Member must not, and must ensure that the Occupier of a Member's lot does not:

- (a) Use any lifts for any other purpose other than to gain pedestrian access to his or her lot as directed by the Body Corporate and not unless the use is in accordance with any operating instructions of the lift supplier or regulations made by the Body Corporate with respect to the use of the lifts.
- (b) Use the lifts in anyway as to interfere with any other Members or Occupiers use thereof.
- (c) Hold the lift doors and prevent the doors of the lift closing for any period of time so as to interfere with the normal operation of other members/occupiers use of the lifts.
- (d) Press the alarm or stop button except in an emergency situation.
- (e) Press any button other than the one representing the floor or level that the lift is required to stop at.
- (f) Use the goods lift for moving furniture and furnishings into or out of lot without first having obtained the consent of the Body Corporate and then only by observing the specific instructions determined by the Body Corporate.

13. Behavior of Invitees:

A Member must not, and must ensure that the occupier of a Member's lot and all of their respective guests, visitors, and invitees of any kind and for any purpose whatsoever does not:

- (a) Behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
- (b) Fail to accept liability for and compensate the Body Corporate in respect of all damage to the common property of personal property vested in it caused by any such Owner, Occupier or their invitees.
- (c) Fail to inform and require compliance of all Body Corporate Rules & Regulations on any occupier (including any occupier subject of a lease or license agreement) guests, servants, employees, agents, children, Visitor, Invitees, licensees or persons coming upon the lot.
- (d) Enter common property with the consent or approval (actual or implied) of such owner or occupier.
- (e) A member can entertain up to 2 guests only within the swimming pool, gymnasium and terrace area.
- (f) A member is not permitted to use the swimming pool, gymnasium or terrace area to conduct a function or party at any time.
- (g) A member or members guest must not use the foyer other than to gain access or exit to the building.

Delivered by LANDATA®, Land Victoria Emsstamp 11/12/2007 10:01 Page 41 of 42

14. **Window Cleaning:**
- (a) A Member must not inhibit or prevent any professional window cleaners engaged by the Body Corporate from gaining access through their Lot or balcony within their Lot to any windows contained within the Lot for the purposes of cleaning and maintaining such windows.
 - (b) A Member must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanness that detracts or effects the exterior appearance of the Building.
15. **Security:**
- A Member / Occupier must not:
- (a) Leave open or permit to remain open any outside doors providing access to the building.
 - (b) Prop open or allow to remain propped open any doors providing access to the building.
 - (c) Compromise the security of the building and keep informed the Body Corporate Manager of any damage, forced entry or other act to maintain the integrity of the building.
16. **Lost Security Key:**
- If a security key/electronic key card or similar security device affording access to the development and issued by the Body Corporate in respect of a Unit, is lost by an Owner, Occupier, Visitor or Guest, the Owner of the relevant Lot must forfeit any security deposit paid to the Body Corporate and reimburse the Body Corporate any necessary cost of maintaining security including the cost of changing locks and providing new security devices for all Lots.
17. **Levies:**
- All Members are to pay levies on the due date as specified by the Body Corporate Manager. (Reference: Subdivision Body Corporate Regulations 2001).
18. **The Gymnasium / Swimming Pool Room:**
- (a) The Body Corporate may appoint such company or person as it seems fit to maintain and regulate the use of the gymnasium / swimming pool and further may delegate to such company or person the right to make rules regarding the use of this facility.
 - (b) The hours of use are restricted to between 6.00 a.m. and 10.00 p.m. daily.
 - (c) All rules within this area are to be observed at all times.
 - (d) Children under 16 years of age require adult supervision.
 - (e) Ensure that you dry off after swimming prior to walking through the gymnasium.
 - (f) Not use any gymnasium equipment whilst wet.

Delivered by LANDATA®, Land Victoria timestamp 11/12/2007 10:01 Page 42 of 42

- (g) Ensure valuables are monitored whilst using these facilities.
 - (h) Notify the Building Manager if you notice equipment is damaged or malfunctioning.
 - (i) Ensure the gymnasium door is kept closed at all times.
19. **Video Surveillance:**
A Member must not and must ensure that the building security video surveillance system, located in common areas, are not tampered or interfered with at any time.
20. **Consumption of Alcohol:**
A Member / Occupier must not:
- (a) Consume alcohol in any of the common areas.
 - (b) Consume alcohol and food in the swimming pool / gymnasium or terrace area.
 - (c) Consume liquid from a glass container in any common areas.