

24 JUL 2014

Notification of making, amendment or revocation of owners corporation rules

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Section 142 Owners Corporation Act 2006

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Lodged by	The Knight Alliance
Name	
Phone	03 9509 3144
Address	Level 2, 2 Glenferrie Road, Malvern Vic 3144
Reference	544602L
Customer code	12260D
Owners corporation number	544602L
Plan number	1

Supplied with this notification is:

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

2. If applicable, the special resolution passed on

12th July 2014



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

Dated:

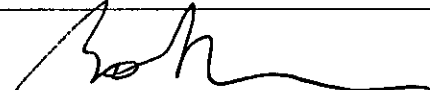
22nd JULY 2014

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

The common seal of owners corporation number:

	<p>AL287250E</p> <p>12/08/2014 \$63.30 OCAR</p> 
Plan number: 1	

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

Rosemary Tuck. 

Lot owner

Full name	ROSEMARY MARGARET TUCK
Address	1304/454 ST KILDA ROAD MELBOURNE 3004

Lot owner

Full name	ZOLTAN FRIEDMAN
Address	1901/454 ST KILDA RD MELBOURNE

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

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



OWNERS CORPORATION RULES

'BALENCEA'
454 ST KILDA ROAD, MELBOURNE

(Owners Corporation Plan No: PS544602L)



1. Definitions And Interpretations

1.1 In these rules:

- 1.1.1 **"Development"** means the residential tower comprising of residential apartments, car parking, common property and facilities known as "Balancea".
- 1.1.2 **"Lot"** means any and all lots on the Plan including those lots used for residential, storage, car parking or retail purposes.
- 1.1.3 **"Manager"** refers to either the Strata Manager or the individual employed to manage the day-to-day running of the building.
- 1.1.4 **"Plan"** means plan of subdivision **PS544602L** and includes any amendments or alterations made to the Plan and any restrictions noted on the Plan.
- 1.1.5 **"Security Key"** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the common property.
- 1.1.6 **"Building Work"** refers to works within or about or relating to the Lot which shall affect the Common Property. Such work often, but not always requires a building permit or other governmental approval.
- 1.1.7 **"Renovation"** refers to works done within a Lot, and specifically includes works which entail significant generation of noise, such as the use of hammer drills or chisels, which can be heard outside the Lot. It also refers to such works which could inconvenience other occupiers through the use of lifts, stairs or in other ways.
- 1.1.8 **"Lot 1 License"** refers to the License dated 2 December 2008 under which the proprietor of Lot 1 (currently leased to Hunters Kitchen and Bar) has leased a portion of the external Common Area at the front of the building. The License includes numerous rights and obligations, some of which differ from certain Balancea Rules. In such cases, the provisions of the License prevail.
- 1.1.9 **"the Act"** refers to the Victoria Owners Corporation Act 2006, which sets out the duties and powers of Owners Corporations.
- 1.1.10 The words **"owner"** and **"proprietor"** have the same meaning and can be used interchangeably.
- 1.1.11 The words **"occupier"** and **"resident"** have the same meaning and can be used interchangeably.

1.2 Unless the context otherwise requires:

- 1.2.1 headings are for convenience only;
- 1.2.2 words imparting the singular include the plural and vice versa;

- 1.2.3 an expression imparting a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority; and
- 1.2.4 a reference to a thing includes part of that thing.
- 1.3 The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the owners corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.
- 1.4 Any consent given by the Owners Corporation may be qualified or conditional.
- 1.5 The Owners Corporation and/or the Committee of Management will from time to time issue a document entitled 'Housekeeping Rules'. These housekeeping rules will assist proprietors and occupiers in interpreting the rules contained herein in respect to how these rules should be applied on a daily basis. Accordingly the housekeeping rules will be binding on all proprietors and occupiers at Balancea.
- 1.6 A proprietor or occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these Rules at all times.
- 1.7 These rules to be given to an occupier of a Lot or part thereof (including a parking space), not being the proprietor, prior to taking up occupancy.

2. Behaviour By Proprietors And Occupiers

- 2.1 A proprietor or occupier of a Lot must not:
 - 2.1.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property; or
 - 2.1.2 obstruct the lawful use of common property by any person; or
 - 2.1.3 Without limiting the generality of the foregoing, use hammer drills, jack hammers, electric drills and hammering in a Lot is permitted between the hours of 9:00am and 4:00pm on weekdays and at not any time on weekends and Public Holidays; or
 - 2.1.4 make or permit to be made any undue noise in or about the common property or any Lot affected by the owners corporation; or
 - 2.1.5 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of 11:00pm and 8.00am.
- 2.2 A proprietor or occupier of a Lot when on common property (if on any part of a Lot so as to be visible from another Lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or



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to any person lawfully using common property.

- 2.3 A proprietor or occupier of a Lot or other person who is the guest of a proprietor or occupier must not smoke in the common areas; being the corridors, floor landings, foyers, lifts, stairwells, gymnasium and carpark forming part of the common property or such other parts of the common property as the owners corporation or its Manager may designate from time to time.
- 2.4 A proprietor or occupier of a Lot must not use or permit to be used in or on the common property, skateboards, rollers skates or roller blades.
- 2.5 A proprietor or occupier of a Lot must not nor permit consumption of alcohol or the taking of glassware onto the common property. ie gardens, swimming pool and gymnasium. This rule does not apply to the Lot 1 License area.
- 2.6 A proprietor or occupier of a Lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the proprietor or occupier concerned.
- 2.7 A proprietor or occupier of a Lot must not use the Common Property for the making of any public announcement or auction, other than as sanctioned by the Manager or Owners Corporation.
- 2.8 A proprietor or occupier of a Lot must not damage, obstruct or interfere with the lift stairways, corridors or any other common property when moving any items in or out of any Lot.
- 2.9 A proprietor or occupier of a Lot must not and must ensure that any person acting on their behalf does not hold the lift doors open and/or prevent the doors of the lift closing so as to interfere with the normal operation of lifts or the use of lifts.
- 2.10 A proprietor and/or occupier must always follow the directions of the Owners Corporation when using any Common Property. This includes all directions that are signposted in or around the Common Property.
- 2.11 A proprietor or occupier of a Lot must not, and must take all reasonable steps to ensure that guests of the proprietor or occupier do not, behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
- 2.12 A proprietor or occupier of a Lot or a guest of a proprietor or occupier of a Lot must not create or permit to be created any noise on the Common Property likely to unreasonably interfere with the peaceful enjoyment of any Lot proprietor or occupier or any other person entitled to use the Common Property.

3. Building Works

- 3.1 A proprietor or occupier of a Lot must not undertake any building works within or about or relating to the Lot which shall affect Common Property, services within Common Property and/or other Lots unless the proprietor or occupier:

- (a) submits to the Owners Corporation plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building, or any of the Common Property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the building and do not endanger the Common Property and are compatible with the overall services to the building, the Common Property and other Lots; and
- (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) are met by the proprietor or occupier and such approval shall not be effective until such costs have been paid; and
- (d) pays such reasonable costs to the Owners Corporation; and
- (e) has obtained all requisite permits, approvals and consents under all relevant laws and copies have been given to the Owners Corporation.
- (f) Works must be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them.
- (g) A proprietor or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot proprietors and occupiers.
- (h) An proprietor or occupier of a Lot must ensure that the proprietor or occupier and the their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common Property, and hours of work, the minimisation of damage to the Common Property and the services contained within the Common Property.

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3.1.1 Before any of the proprietor or occupier's works commence the proprietor or occupier must:

- (a) cause to be effected and maintained during the period of the building works a contractor's all risk insurance (including public liability) policy to the satisfaction of the Owners Corporation; and
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

3.1.2 Access shall not be available to other Lots or Common Property for the installation and maintenance of services and associated building works without the consent or licence of the proprietor of the relevant Lot or of the Owners Corporation in the case of Common Property.

3.1.3 An proprietor or occupier of a Lot shall immediately make good all damage to the Common Property, the services, or any fixtures fittings or finishes of or in the Common Property which are caused by such works and if the proprietor or occupier fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

3.2 An proprietor or occupier must not perform any Renovations on a Lot without having given 14 days written notice of the intended works to the Owners Corporation and the proprietor and occupier of all Lots abutting the Lot to be renovated

3.2.1 A proprietor or occupier must not allow such works to be carried out in a Lot outside the hours of 9.00am to 4.00pm. The works as referred to are not to be undertaken on weekends and/or public holidays.

3.2.2 The Owners Corporation may require a bond to be posted prior to the commencement of work.

4. Cleaning Of A Lot

4.1 A proprietor or occupier of a Lot must keep that Lot clean and in good repair.

4.2 A proprietor or occupier of a Lot must keep all internal gardens and balconies clean, tidy and well maintained.

4.3 A proprietor or occupier of a Lot must ensure their car parking space(s) are free of oil etc. The owners corporation reserves its right to clean any area and charge the owner for the cost incurred.

5. External Appearance of Lots

5.1 A proprietor or occupier of a Lot must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall or woodwork.

5.2 A proprietor or occupier of a Lot must not place, display or hang any chattel item (including any item of clothing, sheet, blanket, towel or any wind chimes) or any signage (including 'for sale', 'lease' or any business signage) on or from a balcony or similar or a window forming part of the Lot or Common Property, or any part of the exterior of the Lot so as to be visible from the outside.



- 5.3 A proprietor or occupier of a Lot must not store bicycles, appliances or other articles on the balconies or exteriors of the Lots or on any common area;
- 5.4 A proprietor or occupier of a Lot must not install any flywire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so by the Owners Corporation and provided that the said permission complies with the standards established by the Owners Corporation and governing authorities;
- 5.5 A proprietor or occupier of a Lot must not construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony nor place any tanks, hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without first having obtained the written consent of the Owners Corporation and governing authorities;
- 5.6 A proprietor or occupier of a Lot must not 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 Owners Corporation;
- 5.7 A proprietor or occupier of a Lot must not erect any external blinds, curtains or awning to the outside of any window of a Lot.
- 5.8 A proprietor or occupier of a Lot must not install any window furnishings other than that specified by the Owners Corporation.
- 5.9 A proprietor or occupier of a Lot must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanness that detracts or affects the exterior appearance of the Lot or the Building.
- 5.10 A proprietor or occupier of a Lot must not allow any items to be bolted down on the balcony / terrace floor areas.

6. Common Property – Damage To

- 6.1 A proprietor or occupier of a Lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property with the approval in writing from the owners corporation, but this rule does not prevent a proprietor or person authorised by him from installing any locking device for protection of the Lot against intruders and complying with any stipulations of the Manager from time to time.
- 6.2 A proprietor or occupier of a Lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the owners corporation's insurance policy.
- 6.3 A proprietor or occupier must promptly notify the Manager or Building Manager on becoming aware of any damage to or defect in the common property.

7. Common Property And Storage Areas – Interference With

- 7.1 A proprietor or occupier of a Lot must not, without the prior written consent of the owners corporation, remove any article from the common property placed



there by direction or authority of the owners corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

- 7.2 A proprietor or occupier of a Lot must not, without the written authority of the owners corporation or its Manager, interfere with the operation of any equipment installed on the common property.
- 7.3 A proprietor or occupier of a Lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the owners corporation.
- 7.4 A proprietor or occupier of a Lot must not install covering to any storage areas without the prior written consent of the owners corporation. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the owners corporation.
- 7.5 A proprietor or occupier of a Lot must not use that part of a Lot designed for use as a car parking space for any other purpose without the prior written consent of the owners corporation.
- 7.6 A proprietor or occupier of a Lot must not use the common property or permit the common property to be used in a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their families or visitors.

8. Common Property – Restricted Use Of

- 8.1 The owners corporation may take measures to ensure the security and to preserve the safety of the common property and the Lots affected by the owners corporation from fire or other hazards and without limitation may:
 - 8.1.1 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 proprietors or occupiers of any part of the common property.
 - 8.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
 - 8.1.3 restrict by means of key or other security device the access of proprietors or occupiers;
 - 8.1.4 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the Lots to any other level of the Lots; and
 - 8.1.5 Cancel any security card issued where a proprietor is in arrears in payment of owners corporation levies in excess of 2 quarters.



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9. Common Property – Security Of

- 9.1 A proprietor or occupier of a Lot must not do anything, which may prejudice the security or safety of the common property.
- 9.2 A proprietor or occupier of a Lot must not allow persons to follow them through the security doors or car park to the property or into the swimming pool, gymnasium, and garden areas.

10. Common Property – Use By Vehicles

- 10.1 A proprietor or occupier of a lot must not park or leave a motor vehicle, motorcycle or trailer or cause or permit a motor vehicle, motorcycle or trailer to be parked or left:
 - 10.1.1 on parking spaces allocated for visitors' parking.
 - 10.1.2 so as to obstruct a driveway, pathway, entrance or exit to a lot or common property
- 10.2 A proprietor or occupier of a lot must not permit a guest or visitor to its lot to, and a guest or visitor must not:
 - 10.2.1 park or leave a motor vehicle, motorcycle or trailer or cause or permit a motor vehicle, motorcycle or trailer to be parked or left, on parking spaces allocated for visitors' parking for more than the posted limits unless a written permit is obtained from the Building Manager or Concierge. (See Note 1)
 - 10.2.2 park in a space allocated for visitors' parking where the purpose of the visit is to attend a property other than the Development.
- 10.3 A proprietor or occupier of a lot must not, and must take all reasonable steps to ensure that a guest or visitor to its lot does not, permit oil or other fluid leakages from any motor vehicle, motorcycle or trailer onto the common property and must reimburse the owners corporation for the cost of cleaning or removing any oil or other fluid stains to the common property.

Note 1: The posted limit as of August 2011 for the two designated loading / unloading spaces is 20 minutes during the hours of 8:00am to 10:00pm and 6 hours at other times. The posted limit is ours for all other visitor spaces. The Committee of Management may change these posted limits from time to time to meet the changing needs of proprietors and occupiers.

11. Common Property – Use Of

- 11.1 A proprietor or occupier of a Lot must not use or permit a Lot affected by the owners corporation 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.

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12. Compensation To Owners Corporation

12.1 The proprietor or occupier of a Lot shall compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that proprietor or occupier or their respective tenants, licensees or invitees.

13. Dispute Resolution and Grievance Procedure

13.1 The grievance procedure set out in this rule applies to disputes involving a Lot proprietor, an occupier of a Lot, the Manager or the Owners Corporation that have not been solved at the level of the Manager.

13.2 A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute. If the person making the complaint ("complainant") does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party, and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days.

13.3 The complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

13.4 The person about whom a complaint is made ("respondent") may respond in writing to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee within 14 days of the date on which the respondent receives the written complaint.

13.5 The respondent may request, at the time of making the complaint, that the complainant attend a meeting with the respondent and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

13.6 If either the complainant or the respondent requests a meeting as referred to above, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee must invite each of the parties to attend a meeting to discuss the dispute, in good faith with a view to resolving the dispute. The grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee may call such a meeting even if neither the complainant nor the respondent has requested one.

13.7 If the respondent does not respond within the time frame referred to at 13.4, then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they have, in accordance with the Act.

- 13.8 If the grievance committee, or the Owners Corporation if there is no grievance committee, determines not to hold a meeting (in the absence of a request from either party) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 13.9 If any party refuses to attend a meeting as arranged under rule 6.1.6 or does not attend such meeting (having been given reasonable notice) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 13.10 A party to the dispute may appoint a person to assist them at any meeting organised pursuant to 6.1.6.
- 13.11 If the dispute is not resolved within a reasonable period of time, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.
- 13.12 The process outlined in this rule 13 is separate from and does not limit any further action under Part 10 of the Act.

14. Compliance With Rules By Invitees

- 14.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.
- 14.2 A proprietor 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 lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.
- 14.3 Any contractor/tradesman must always consult the Building Manager for entry and exit to the building.

15. Compliance With Laws

- 15.1 A proprietor or occupier of a Lot must at the proprietor's or occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 15.2 A proprietor or occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the Lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a Lot or their representative invitees.
- 15.3 A proprietor or occupier of a Lot must grant to the owners corporation its servants and agents upon the member being given 7 days prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the common property and the cleaning of



the outside of the windows and the external façade of the common property.

16. Conduct Of Meetings

16.1 The conduct of meetings of the owners corporation shall otherwise be regulated in accordance with the Owners Corporations Regulations 2007.

17. Consent Of Owners Corporation

17.1 A consent given by the owners corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

18. Fire Control

18.1 A proprietor or occupier of a Lot must not use or interfere with any fire safety equipment i.e. fire hoses etc. except in the case of an emergency.

18.2 A proprietor or occupier of a Lot must not obstruct any fire stairs or fire escape.

18.3 A proprietor or occupier of a Lot must not allow the fire safety equipment, i.e. smoke detectors as installed in respect to their Lot, to become non-operational. Therefore the proprietor or occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot; ie. ensuring that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to smoke detectors are replaced whenever necessary.

18.4 To avoid false alarm call outs by the Fire Brigade, a proprietor or occupier of a Lot must not:

18.4.1 smoke in the common areas; being the corridors, floor landings, foyer, lifts, stairwells, swimming pool, Gymnasium and carpark or such other parts of the common property as the owners corporation or its Manager may designate from time to time;

18.4.2 open their apartment door leading to the lobby in non dangerous instances such as smoke from burning toast or other food, to eliminate the resulting smoke from their apartment. Only windows should be opened to allow smoke to escape in non dangerous situations;

18.4.3 open their apartment door whilst having steam cleaning or dry cleaning of their carpet undertaken;

18.4.4 utilise fire hoses except in the case of an emergency;

Note: In cases of negligence resulting in a false alarm call out to be made by the Fire Brigade, the associated costs will be charged to the resident identified as being responsible.

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19. Garbage

- 19.1 A proprietor or occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose, as may be designated by the Manager from time to time.
- 19.2 A proprietor or occupier of a Lot must dispose of garbage in the manner specified by the owners corporation from time to time but otherwise:
 - 19.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the owners corporation;
 - 19.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the owners corporation must be stored in the area designated for the items by the owners corporation;
 - 19.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property;
 - 19.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

20. Gymnasium

- 20.1 Children under the age of 10 are not allowed in the gymnasium at any time. Children between the ages of 10 and 16 are allowed in the gym and may use the equipment if under the direct supervision of an adult (including a personal trainer).
- 20.2 Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
- 20.3 The gymnasium is for use by the residents, their overnight guests and family members, but limited to a maximum of two guests at any one time.
- 20.4 Alcohol and food are not allowed in the gymnasium;
- 20.5 Smoking is not permitted in the gymnasium;
- 20.6 All users of the gymnasium must carry a towel at all times and wipe down equipment after use;
- 20.7 Hours of use are from 5:30am to 10:00pm.
- 20.8 Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times;
- 20.9 It is the responsibility of users of the gym to ensure that they have been professionally instructed in the use of equipment (inducted). Inductions may be arranged through the Manager.

- 20.10 All users of the gym do so at their own risk. Each and every user of the gymnasium must conduct themselves in a safe and proper manner and in accordance with any posted directions in respect of use of the equipment and the facility in general. The Owners Corporation insurance will not cover an un-inducted user. If the proprietor or occupier of a lot invites an un-inducted person to use the gym then any insurance claims arising as a result will be subrogated (in full or part) to the owner or occupier of the Lot.
- 20.11 No audible music or sound other than the installed televisions are allowed in the gymnasium.
- 20.12 Use of the gym, including the use of personal trainers, shall not interfere with the normal use of the area by others. For example, using a personal trainer to conduct kick boxing lessons, would be prohibited.

21. Retail Area

The outside area of the retail establishment is governed by the Lot 1 License. Among other things, this License

- (a) addresses noise coming from the area and restricts any noise from music or machinery between the hours of midnight and 8:00am
- (b) requires the Licensee to ensure customers behave in a manner that does not cause offense or embarrassment to proprietors or occupants
- (c) regulates and limits the use of signage
- (d) requires the Licensee to obtain the permission of the Owners Corporation before making changes to furniture and fixtures in the Licensed area

Without limiting any other rule, the proprietor or occupier of any Lot used as a restaurant, café or for other retail purposes must:

- 21.1 take out its own bins on each garbage collection day and bring the bins in before 9.00am on each collection day Monday to Saturday and before 10.00am on Sundays;
- 21.2 avoid unnecessary noise when filling bins and ensure contractors pick up between 8.00am and 9.00am Monday to Saturday and between 9.00am and 10.00am on Sundays;
- 21.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- 21.4 ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- 21.5 store all bins within designated commercial area and must not store bins or leave garbage on common property;
- 21.6 complies with all health, noise and other regulations in carrying on the business from the Lot;



- 21.7 not carry on the business (nor allow access to the Lot for cleaning) outside the hours of 6.00am and 1.00am;
- 21.8 properly filter all vapour to ensure all oil particles are removed prior to exhausting to the filtered air contains no residual burnt or cooked oil smell to the surrounding apartments or common areas;
- 21.9 only erect hoarding around the Lot or Common Area in a form which has been approved in writing by the Owners Corporation.
- 21.10 only erect signage on the Lot or common property which has been approved by the owners corporation and complies with rule **Error! Reference source not found.**

22. Insurance Premiums

- 22.1 A proprietor or occupier of a Lot must not without the prior written consent of the owners corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.

23. Moving Of Certain Articles (Including Furniture And/Or Goods)

- 23.1 A proprietor or occupier of a Lot must not move any article (including furniture and/or goods) likely to cause damage or obstruction through common property without first notifying the owners corporation or its Manager in sufficient time to enable a representative of the owners corporation or the Manager to be present.
- 23.2 A proprietor or occupier of a Lot may only move an article (including furniture and/or goods) likely to cause damage or obstruction through common property in accordance with directions of the owners corporation, the Manager or the Manager's representative.
- 23.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the owners corporation.
- 23.4 A proprietor or occupier of a Lot must not move articles, furniture and/or goods in and out of the building without prior arrangement with the Manager (minimum of 3 days notice must be given otherwise use of the lift will be prohibited).
- 23.5 A proprietor or occupier of a Lot must not move articles, furniture and/or goods in and out of the building outside the hours permitted; permitted hours are between 9:00 am and 5:00 pm (Monday to Friday). All moves must be completed by 5:00 pm.
- 23.6 A proprietor or occupier of a Lot must not move articles, furniture and/or goods through the front entrance of the building. This applies to tradesmen bringing any material. Any person who attempts to bring any furniture and/or goods through the front entrance of the building will be requested to enter through the goods entrance at the rear of the building.



23.7 A proprietor or occupier of a Lot must not leave any waste from moving of furniture and/or goods in any of the common areas. Cartons and packing crates must be placed in a space designated by the Manager.

24. Notification Of Defects

24.1 A proprietor or occupier of a Lot must promptly notify the owners corporation or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the owners corporation.

25. Painting, Finishing, Etc

25.1 A proprietor or occupier of a Lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their Lot.

26. Penalty Interest

26.1 The owners corporation will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

27. Pets And Animals

27.1 A proprietor or occupier of a Lot must not keep any animal upon the common property after being given notice by the owners corporation to remove such animal once the owners corporation has resolved that the animal is causing a nuisance.

27.2 A proprietor or occupier of a Lot must ensure that their visitors/guests do not bring any animal into their Lot or on the common property.

27.3 A proprietor or occupier of a Lot must ensure that any animal belonging to them does not urinate or defecate on common areas including the landscaped garden area.

27.4 A proprietor or occupier of a Lot must ensure that any animal belonging to them must be restrained and on a leash at all times.

27.5 A proprietor or occupier of a Lot must ensure that any animal belonging to them are not allowed in the swimming pool or gymnasium.

27.6 A proprietor or occupier of a Lot must ensure that any animal belonging to them is restrained and on a leash at all time on common property and enters/exits the premises only via the rear service exit on Level 1 (near the Pool/Gym Area) from/onto Queens Lane.

28. Recovery Of Owners Corporation Contribution Fees/Legal Costs

28.1 The member shall pay on demand by the owners corporation all legal costs on a solicitor-own client basis which the owners corporation pays, incurs or expends in consequence of any default by the member in the performance or observance of



any term, covenant or condition contained in these rules including but not limited to recovery of owners corporation contribution fees.

29. Restrictions - Trade Or Business

- 29.1 Except for Retail Lots, the proprietor or occupier of a Lot must not use that Lot or any part of the common property for any trade or business nor permit others to do so.
- 29.2 The proprietor or occupier of any of a Retail Lot may carry on a trade or business from the relevant Lot, provided:
 - 29.2.1 the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot; and
 - 29.2.2 any requirements in respect of the trade or business; and
 - 29.2.3 business stipulated by any relevant authority from time to time are complied with; and
 - 29.2.4 the trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and occupiers of other Lots.
- 29.3 A Proprietor or Occupier of a Lot must not lease, sublease, license, rent, hire or otherwise deal with a Lot, or permit a Lot to be leased, subleased, licensed, rented, or hired or otherwise dealt with, for any period less than 90 calendar days.

30. Security Keys

- 30.1 If the owners corporation restricts the access of the proprietors and occupiers pursuant to rule 10, the owners corporation may make the number of security keys as it determines available to proprietors free of charge. The owners corporation may charge a reasonable fee for any additional security key required by a proprietor.
- 30.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the occupier to ensure the return of the security key to the proprietor or the owners corporation.
- 30.3 A proprietor or occupier of a Lot in possession of a security key must not without the owners corporation's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the owners corporation.
- 30.4 A proprietor or occupier of a Lot must promptly notify the owners corporation if a security key issued to him is lost or destroyed.



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31. Storage Of Bicycles

- 31.1 A proprietor or occupier of a Lot must not:
 - 31.1.1 permit any bicycle to be stored other than in the areas of the common property designated by the owners corporation or its Manager for such purpose;
 - 31.1.2 permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the owners corporation or its Manager from time to time.

32. Storage Of Flammable Liquids

- 32.1 A proprietor or occupier of a Lot must not:
 - 32.1.1 except with the written consent of the owners corporation, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
 - 32.1.2 do or permit anything, which may invalidate or suspend any insurance policy effected by the owners corporation or cause any premium to be increased without the prior written consent of the owners corporation.

33. Swimming Pool Area

- 33.1 The following conditions apply to the use of the swimming pool area which must be observed by the proprietor or occupier of a Lot and persons under their control:
 - 33.1.1 Children under the age of 14 years may use swimming pool only if supervised by an adult.
 - 33.1.2 Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area;
 - 33.1.3 Alcohol and food are not permitted in the swimming pool area;
 - 33.1.4 The swimming pool area is for use by residents and no more than two guests of the resident at any one time, although guests are to be accompanied by a resident at all times;
 - 33.1.5 Smoking is not permitted in the swimming pool area;
 - 33.1.6 For the hygiene of all users of the swimming pool you must shower first;
 - 33.1.7 Running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area;

- 33.1.8 The swimming pool is available for use 24 hours a day, 7 days a week.
- 33.1.9 All users of the swimming pool area must dry off before leaving this area;
- 33.1.10 Footwear must be worn to and from the swimming pool area;
- 33.1.11 A proprietor or occupier of a Lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times. Nude bathing is not permitted.
- 33.1.12 All users of the swimming pool area do so at their own risk.

34. Support And Provision Of Services

- 34.1 Except for the purposes of maintenance and renewal and with the written consent of the owners corporation, a proprietor or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the common property so that:
 - 34.1.1 any support or shelter provided by that Lot or the common property for any other Lot or the common property is interfered with;
 - 34.1.2 the structural and functional integrity of any part of the common property is impaired; or
 - 34.1.3 the passage or provision of services through the Lot or the common property is interfered with.
- 34.2 A proprietor or occupier of a Lot must not install a safe in a Lot without the written consent of the owners corporation and before submitting to the owners corporation a structural engineering report in respect of the proposed installation.
- 34.3 A proprietor or occupier of a Lot must acknowledge that any body corporate in the Development may share amongst the members in that particular owners corporation the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that owners corporation or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

35. Window Tinting

- 35.1 A proprietor or occupier of a Lot must not allow any glazed portions of the Lot or the common property that surrounds the Lot to be tinted or otherwise treated to change the visual characteristics of the glazing.



36. Use Of Appurtenances

36.1 A proprietor or occupier of a Lot must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the owner/occupier found to be responsible for the damage or blockage.

37. Health, Safety and Security

37.1 A proprietor or occupier of a Lot must not use a Lot or the Common Property, or permit a Lot or the Common Property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of a proprietor, occupier, or user of another Lot or any person who enters upon the Common Property.

37.2 The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of proprietors and occupiers of Lots and all persons who are entitled to use the Common Property is not compromised.

37.3 A proprietor or occupier of a Lot must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.

37.4 A proprietor or occupier of a Lot must ensure compliance with all statutory requirements with respect to their Lot, including any rules and directions and decisions of the Owners Corporation relating to fire safety with respect to the Lot and the Common Property.

37.5 If a proprietor or occupier of a Lot fails to comply with rule 37.3 and/or 37.4 the Owners Corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the proprietor or occupier.

37.6 A proprietor or occupier of a Lot must not use or interfere or tamper with any fire safety equipment except in the case of an emergency.

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I, Robert Evans act as Owners Corporation Manager for Balancea Apartments, OCPS 544602L hereby certify these Owners Corporation Rules.

Robert Evans
.....
Signature

14/07/2014
.....
Dated