

BODY CORPORATE NO. 2 PS 435 099B - LIMITED
BODY CORPORATE RULES
(STANDARD AND ADDITIONAL)

1 DEFINITIONS

In these rules:

- (a) "Act" means the Subdivision Act 1988;
- (b) "body corporate" means Body Corporate No 2 on the Plan;
- (c) "Building" means the QV I Apartment building and associated carparking constructed on the Land, 22-24 Jane Bell Lane Melbourne Vic 3000;
- (d) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency entity or supplier of a service under statutory authority;
- (e) "Land" means the whole of the land described in the Plan;
- (f) "Manager" means the person for the time being appointed by the body corporate as its manager or if no person is for the time being appointed, the secretary of the body corporate;
- (g) "Plan" means plan of subdivision No. P.S. 435099B;
- (h) "QV Site Management Agreement" means the agreement between a number of parties, including the Owners of the Land as at the date of the agreement, Body Corporate No. 1 P.S. 435099B and Body Corporate No. 3 P. S. 435099B, as that agreement is varied from time to time, any replacement deed or agreement (with changes to the parties or the same parties) and any document acknowledging the agreement;
- (i) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;
- (j) Unless the context otherwise requires -
 - (i) headings are for convenience only,
 - (ii) words importing a gender include any gender,
 - (iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,
 - (iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
 - (v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute

includes all regulations, proclamations, ordinances and by-laws issues under that statute,

- (vi) a reference to a body corporate includes any elected committee of the body corporate, and
- (vii) a reference to a thing includes part of that thing; and
- (k) the obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2 SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a member 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:

- (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
- (b) the structural and functional integrity of any part of the common property is impaired; or
- (c) the passage or provision of services through the lot or the common property is interfered with.

2.2 A member or occupier of a lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the body corporate.

3 BEHAVIOUR BY MEMBERS AND OCCUPIERS

3.1 A member or occupier of a lot must 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 or their families or visitors;
- (b) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
- (c) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8:00 am;
- (d) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the member or occupier of another lot or of any person lawfully using common property;
- (e) obstruct the lawful use of common property by any person; or

- (f) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4 pm to 9 am on weekdays.
- 3.2 A member or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the member or occupier of another lot or to any person lawfully using common property.
- 3.3 A member or occupier of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, pool and gymnasium forming part of the common property or such other parts of the common property as the body corporate or its Manager may designate from time to time.
- 3.4 A member or occupier of a lot must not permit any child under the control of that member or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- 3.5 A member or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.
- 3.6 A member or occupier of a lot must not 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.
- 4 CLEANING OF A LOT
- 4.1 A member or occupier of a lot must keep that lot clean and in good repair.
- 5 DAMAGE TO COMMON PROPERTY
- 5.1 A member or occupier of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.
- 6 MOVING OF CERTAIN ARTICLES
- 6.1 A member or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 6.2 A member or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property via the service lifts and in accordance with the directions of the Manager.
- 6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the member or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The member or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

- 6.4 Without limiting the generality of the foregoing rules, a member or occupier of a lot may only move articles likely to cause damage through the laneway to the Building and foyer of the Building.

7 INTERFERENCE WITH COMMON PROPERTY

- 7.1 A member or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 7.2 A member or occupier of a lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any plant and equipment owned by the body corporate installed on the common property.
- 7.3 A member or occupier of a lot must not modify any air conditioning, heating, ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.
- 7.4 A member or occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the body corporate.
- 7.5 A member 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 written consent of the body corporate.
- 7.6 A member or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the body corporate.
- 7.7 A member or occupier of a lot must not enter any plant room without the consent of the body corporate.

8 SECURITY OF COMMON PROPERTY

- 8.1 A member or occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9 NOTIFICATION OF DEFECTS

- 9.1 A member or occupier of a lot must promptly notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

10 COMPENSATION TO BODY CORPORATE

- 10.1 A member or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that member or occupier or their respective tenants, licensees or invitees.

11 RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

- 11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:
- (a) 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 members or occupiers of any part of the common property;
 - (b) permit, to the exclusion of members 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;
 - (c) restrict by means of key or other security device the access of the members or occupiers of one level of the lots to any other level of the lots; and
 - (d) restrict by means of key or other security device the access of the members or occupiers of one level of the lots to any other level of the lots.
- 11.2 A member and occupier of a lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

12 SECURITY KEYS

- 12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a member.
- 12.2 A member 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 member or the body corporate.
- 12.3 A member or occupier of a lot in possession of a Security Key must not without written consent from the body corporate 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 member or occupier and is not dispose of otherwise than by returning it to the member or the body corporate.
- 12.4 A member or occupier of a lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed.

13 GARBAGE

- 13.1 A member 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.
- 13.2 A member or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;

- (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate;
- (c) 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; and;
- (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14 STORAGE OF FLAMMABLE LIQUIDS

14.1 A member or occupier of a lot must not:

- (a) except with the written consent of the body corporate, 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 used or intended to be used for domestic purposes or in connection with the fuel tank of a motor vehicle; or
- (b) do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

15 PETS AND ANIMALS

- 15.1 A member or occupier of a lot must not keep any animal on common property after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.
- 15.2 A member or occupier of a lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.
- 15.3 A member or occupier of a lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.
- 15.4 A member or occupier of a lot must ensure that no animals are allowed in the swimming pool, gym area and the garden area. A member or occupier of a lot must ensure that animals enter and leave the property through the carpark entrance or fire stairs and not through the main entrance lobby.

16 CONSENT OF BODY CORPORATE

- 16.1 A consent given by the body corporate 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 member 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.

17 COMPLAINTS AND APPLICATIONS

- 17.1 Any complaint or application to the body corporate must be addressed in writing to the Manager, or where there is no Manager, the secretary of the body corporate.
- 17.2 A member or occupier of a lot may not bring any action or make any claim or objection against any party in relation to noise, construction, development, activity, events or performances occurring on the Land outside of the Building.

18 VEHICLES ON COMMON PROPERTY

- 18.1 A member or occupier of a lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot, or in any place other than in a parking areas specified for such purpose by the body corporate.
- 18.2 A member or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.
- 18.3 A member or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.
- 18.4 A member or occupier of a lot must not park within those allocated spaces for visitors parking.
- 18.5 A member or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the body corporate or the Manager.
- 18.6 A member or occupier of a lot must ensure that a visitor to their lot using the space allocated for visitors parking must sign the register and provide details of vehicle registration, apartment number and time and date of arrival.
- 18.7 A member or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than at the Building.

19 STORAGE OF BICYCLES

- 19.1 A member or occupier of a lot must not:
- (a) permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Manager for such purpose and fitted with bicycle racks from time to time; or
 - (b) permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, lifts, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Manager from time to time.

20 INSURANCE PREMIUMS

- 20.1 A member or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

21 FIRE CONTROL

- 21.1 A member or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 21.2 A member or occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot.
- 21.3 A member or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

22 SIGNS, BLINDS AND AWNINGS

- 22.1 A member or occupier of a lot must not without the prior written consent of the body corporate erect or affix any sign or notice to any part of the common property unless approved by the body corporate.
- 22.2 In order to ensure the efficient operation of the airconditioning system for the lot, the member or occupier of a lot must install light coloured backed blinds or venetian window coverings and must close those window coverings during the operation of the airconditioning system for the lot. i.e. the light coloured blinds can only be seen from the exterior of the building, or such other window coverings permitted by the body corporate from time to time.
- 22.3 A member or occupier of a lot must not install or permit the installation on or to any part of the common property any awnings other than as approved by the body corporate.

23 APPEARANCE OF A LOT

- 23.1 Without limiting any other of these rules, a member or occupier of a lot must not:
- (a) without prior written consent of the body corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building;
 - (b) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the body corporate;
 - (c) operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;
 - (d) without the prior written consent of the body corporate attach to or hang from the exterior of the lot any aerial or any security device or wires;
 - (e) install or operate any intruder alarm which emits an audible signal;

- (f) allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- (g) install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
- (h) install any air conditioning unit in a lot other than in a place nominated by the body corporate on their balcony; or
- (i) install any pipes, wiring, cables or the like to the external face of the Building.

24 PAINTING, FINISHING, ETC

- 24.1 A member or occupier of a lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

25 CLOTHES DRYING AND AIRCONDITIONING UNITS

- 25.1 A member or occupier of a lot must not place any washing, towel, bedding clothing or other article so as to be visible from the common property or outside the Building without the written consent of the body corporate.
- 25.2 A member or occupier of a lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the lot without the consent of the body corporate.
- 25.3 A member or occupier of a lot must not affix any external blind or awning to the lot without the consent of the body corporate.
- 25.4 A Member of a lot is responsible for the maintenance and repair of the Member's equipment including, without limitation, airconditioning equipment in the shared service area on the Member's floor. A Member and occupier of a Member's lot has the right to use the shared service area on its floor for the installation and maintenance of airconditioning equipment (unless the body corporate requires the Member to install airconditioning equipment on the Member's lot) and the body corporate must not unreasonably interfere with access or use of the shared service area.

26 COMPLIANCE WITH RULES BY INVITEES

- 26.1 A member or occupier of a lot must take all reasonable steps to ensure that invitees of the member or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 26.2 A member 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.
- 26.3 A contractor shall enter and exit through the basement only.

27 COMPLIANCE WITH LAWS

- 27.1 A member or occupier of a lot must at the member's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 27.2 A member or occupier of a lot must not use or permit a lot affected by the body corporate to be used for any purpose that 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.

28 INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

- 28.1 A member or occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate to a third party from time to time.
- 28.2 A member or occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.

29 BUILDING WORKS

- 29.1 A member or occupier of a lot must not undertake any building works within or about or relating to a body corporate member's lot except in accordance with the following requirements:
- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the Manager of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
 - (b) the member 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 owners and occupiers.
- 29.2 The member or occupier of a lot must not proceed with any such works until the member or occupier:
- (a) submits to the body corporate plans and specifications of any works proposed by the member 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;
 - (b) supplies to the body corporate such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors;

- (c) receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building surveyor engaged by the body corporate to consider such plans and specifications) by the member or occupier and such approval shall not be effective until such costs have been paid; and
 - (d) pays such reasonable costs to the body corporate.
- 29.3 The member or occupier of a lot must ensure that the member or occupier and the member or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.
- 29.4 Without limiting the generality of sub-paragraph (d) the member or occupier of a lot must ensure that the member or occupier and the member or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
 - (a) building materials must not be stacked or stored in the front side or rear of the Building;
 - (b) scaffolding must not be erected on the common property or the exterior of the Building;
 - (c) construction work must comply with all laws of the relevant Government Agencies;
 - (d) the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state; and
 - (e) construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 29.5 Before any of the member or occupier's works commence the member or occupier must:
 - (a) cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the body corporate; and
 - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate.
- 29.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the body corporate in the case of common property.

29.7 The member or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the member or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the member or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the member or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying.

29.8 The member or occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

30 CONDUCT OF MEETING

30.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

30.2 If a Member has granted a proxy to another person to speak and vote on the Member's behalf at meetings of the Body corporate, on a committee of the Body Corporate or on a ballot, the Member may not exercise a right or a power as a member of a Body corporate while the proxy is effective.

31 SELLING AND LEASING

31.1 A member or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.

32 RESIDENTS MOVING IN OR VACATING

32.1 Residents intending to move furniture in or out must not:

- (a) do so without notifying the Manager at least 48 hours prior to the proposed move and receiving approval from the Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc;
- (b) do so on a Sunday or if on a Saturday without paying the fee set by the body corporate for the overtime attendance of the Manager or other overtime costs; or
- (c) commence operations until the fee prescribed in 32.1(b) above is paid to the body corporate.

32.2 Residents moving furniture in or out at any time must not:

- (a) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager;
- (b) permit any furniture or items to access or exit the building other than via the basement. Absolutely no movement is to be through the ground floor foyer;
- (c) permit any vehicles to restrict access to the car park;

- (d) conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes;
- (e) place any furniture or items in a lift other than that specified by the Manager and notwithstanding 32.1(a) until protective covers have been placed in the lift by the Manager;
- (f) either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door;
- (g) damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Manager will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the body corporate promptly; or
- (h) conduct the operation in other than a quick and timely manner.

32.3 A member must not permit tenants or occupiers to avoid paying the cost of damage referred to in 32.2(g). If the amount is not paid within 7 days, the member will become liable to the body corporate for the amount. The payment for damage is in addition to the fee prescribed in 32.1(b).

33 USE OF APPURTENANCES

33.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any 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 lot owner or occupier causing the damage or blockage.

34 INFECTIOUS DISEASES

34.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any lot, the member of such lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the body corporate and shall pay to the body corporate the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

35 ACCESS TO LOTS

35.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the body corporate or the committee of the body corporate and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner in cases where such leakage or defect is due to any act or default of the said lot owner or his or her invitees). The committee of the body corporate, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the lot owner or occupier as is reasonable in the circumstances.

36 SWIMMING POOL

36.1 The following rules apply to everyone using the swimming pool if there is a swimming pool in the Building:

- (a) The swimming pool is for use by residents only and by no more than two guests per apartment at any one time;
- (b) Alcohol and food are not permitted within the swimming pool gates;
- (c) Glass is not permitted within the swimming pool area;
- (d) Smoking is not permitted within the swimming pool area;
- (e) Children must be supervised by an adult at all times;
- (f) Remove footwear before entering the swimming pool;
- (g) No jumping, diving, running or boisterous behaviour is permitted in the swimming pool;
- (h) No spitting allowed in the swimming pool;
- (i) Suitable bathing attire must be worn at all times. Topless or nude bathing is prohibited in the pool and common property;
- (j) The hours for use of the pool facilities are 6:00 am to 10:00 pm.

37 GYMNASIUM

37.1 The following rules apply to everyone using any residential gymnasium:

- (a) Only residents are permitted to use the gymnasium;
- (b) Children are not permitted in the gymnasium;
- (c) Dry clothing only is to be worn in the gymnasium;
- (d) Socks and gym shoes are to be worn in the gymnasium;
- (e) A towel is to be carried at all times whilst in the gymnasium and equipment is to be wiped down after each equipment use;
- (f) The hours for use of the gymnasium is 6:00 am to 10:00 pm.

38 RECOVERY OF BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS

38.1 The member shall pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate 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 body corporate contribution fees.

39 QV SITE MANAGEMENT AGREEMENT

39.1 Each member acknowledges the existence of the QV Site Management Agreement (a copy of which is available at the offices of Body Corporate No. 1 on the Plan) and the QV Site Management Agreement is in existence for the better management and operation of the QV complex.

39.2 Each member must:

- (a) comply with all decisions and directions of the Management Committee constituted under the QV Site Management Agreement;
- (b) not do anything inconsistent with the QV Site Management Agreement;
- (c) not object to works (including, without limitation, repair maintenance and redevelopment) being undertaken by or on behalf of any other member or occupier of any lot provided that the member or occupier uses reasonable endeavours to minimise disruption to the use and enjoyment of the member's lot; and
- (d) consent to and sign any forms, applications and other items relevant to a member:
 - (i) doing works (including, without limitation, repair, maintenance and redevelopment); or
 - (ii) applying for approvals, permits, consents or similar items (including, without limitation, planning permits and building permits),

provided that the member undertaking the works uses reasonable endeavours to minimise disruption to the use and enjoyment of the member's lot.

39.3 The body corporate must appoint as the Manager of the body corporate the same person as the QV1 Residential Manager appointed by Body Corporate No 1 on the Plan.

39.4 A member or occupier of a lot may not bring any action or make any claim or objection against any party in relation to noise, construction, development, activity, events or performances occurring on the Land.

39.5 To the extent permitted by law, a member must exercise its voting rights in a manner which is consistent with these rules.