OWNERS CORPORATION 3 PLAN OF SUBDIVISION NO 724908H

1 GROSVENOR STREET, DONCASTER

RULES

1. Health, safety and security

1.1 Health, safety and security of Owners, Occupiers and Guests

(a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(1) use or permit any Lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;

(2) move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;

(3) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation;

(4) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;

(5) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;

(6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;

(7) throw objects or allow objects to fall from a Lot or the Common Property; or

(8) exceed the floor loadings for the Lot.

(b) An Owner or Occupier must:

(1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and

(2) lock the windows and external doors of the Lot when the Lot is unoccupied and keep the Owner's Storage Space secured except when storing or removing goods; and

(3) permit access at all reasonable times to the lot to such authorised window cleaners as are appointed by the Owners Corporation to clean the windows of the building and/or clean or maintain the facade of the building.

(c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:

(1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;

(2) the security system may, at the discretion of the Owners Corporation, include:

(A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;

(B) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;

(C) the right to enter upon any part of the Development to maintain its security;

(D) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;

(E) that parts of the Common Property are secured against entry; and

(F) security patrols, locks and other security devices or procedures to implement or operate it; and

(3) the Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a Lot) arising because:

(A) the security system is not operating; or

(B) the security system fails to operate as intended.

1.2 Infectious diseases

(a) An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a Lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.

(b) The Owner must pay to the Owners Corporation the expense of disinfecting the affected Lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of flammable liquids and other dangerous substances and materials

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(a) store flammable substances in or on a Lot or the Common Property without the written consent of the Owners Corporation;

(b) store or accumulate in or on any Lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or

(c) store or accumulate in or on a Lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

but this Rule does not apply to:

(d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or

(e) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2. Management and administration

2.1 Management and administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services, except to the extent delegated to the Manager.

2.2 Functions of Manager

The Manager may carry out all functions delegated to him by the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services

(a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:

(1) any support or shelter provided by the Lot or the Common Property for any other Lot or the Common Property is interfered with;

(2) the structural and functional integrity of any part of the Common Property or any other Lot is impaired; or

(3) the passage or provision of Services through the Lot or the Common Property or any other Lot is interfered with.

(b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.

(c) An Owner or Occupier must:

(1) not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it; and

(2) direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.4 Apportioning of cost of Services

(a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.

(b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Owner or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Owner or Occupier from the relevant supplier.

(c) Sub-Rule 2.4(b) does not apply if the concession or rebate:

(1) must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or

(2) is paid directly to the Owner or Occupier as a refund.

2.5 Breach of the Rules or Rules of Use

A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use and or serve access suspension to common amenities as applied in the absolute discretion of the Manager or in terms of the Rules of Use.

3. Use of Common Property

3.1 Use of Common Property

(a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(1) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;

(2) use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;

(3) without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;

(4) do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;

(5) keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);

(6) fail to remove an animal that is the subject of a notice under Sub-Rule (5);

(7) hold or permit to be held any auction sale in a Lot or on the Common Property (this Rule excludes the Developer);

(8) alter or affix anything to Common Property;

(9) allow any glazed portions of Common Property to be tinted or treated;

(10) allow a bicycle to be stored anywhere other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or

(11) bring or move a bicycle into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies, terraces or other parts of the Common Property designated by the Owners Corporation or its Manager from time to time.

(12) without a special resolution of the Owners Corporation display a placard, advertisement or sign in or upon the Common Property (this Rule includes home offices but excludes the Developer whereas any installation is subject to any town planning or any other requirement of the City of Manningham);

(13) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of Common Property (this Rule includes home offices but excludes the Developer whereas any installation is subject to any town planning or any other requirement of the City of Manningham);

(14) permit any signage advertising a Lot for sale or lease on Common Property (this rule excludes the Developer);

(b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Common Property and the Services strictly under the Rules of Use.

3.2 Vehicles and parking on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(a) use or permit to be used any part of a Car Space other than for storage in a storage space or to park a Vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;

(b) use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any Vehicle;

(c) unless in the case of an emergency, park or leave a vehicle or permit a Vehicle:

(1) to be parked in parking spaces which are part of Lots other than a Car Space or parking spaces situated on Common Property and allocated for other lots; or

(2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or part of a Lot or a parking space; or

(3) to be parked or left in any place other than in a parking space,

but this Sub-Rule does not prevent a Guest from using a parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager;

(d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking; or

(e) load and unload Vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other Vehicles and other than strictly within any Rules of Use.

3.3 Damage to Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(a) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;

(b) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or

(c) mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.

3.4 Use of equipment, Services and amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(a) use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;

(b) without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners Corporation or use the article for other than its intended use;

(c) without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;

(d) modify any air conditioning, heating or ventilation system or associated ducts servicing a Lot without the prior written consent of the Owners Corporation;

(e) install covering to any Storage Space without the prior written consent of the Owners Corporation or the Manager and only then with covering colour to be determined at the absolute discretion of Manager; or

(f) install a covering to any Storage Space which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.5 Drying of laundry on Common Property or external or visible areas of Lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, terrace, entrance or landing of a Lot or the Common Property.

3.6 Deposit of rubbish and other material on Common Property

(a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(1) store or keep waste or garbage other than in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or

(2) leave any rubbish or other materials on the Common Property.

(b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:

(1) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's garbage or refuse for collection under the hygiene regulations of the City of Manningham that apply from time to time;

(2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;

(3) appropriately contain and wrap all wet garbage to prevent spillage;

(4) ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;

(5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and

(6) dispose of rubbish properly and recycle it where appropriate.

4. Lots

4.1 Use of lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests:

(a) comply with all laws applicable to the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;

(b) use the Lot only for residential purposes as permitted under the City of Manningham planning scheme;

(c) not use a Car Space other than for storage in a storage space or parking of Vehicles;

(d) repair & maintain door hardware and not change door locks to the Lot or depart from any registered key system;

(e) not misuse plumbing and electrical apparatus;

(f) keep the Lot clean, free of vermin and in good repair;

(g) keep all balconies & terraces clean, tidy and well maintained;

(h) keep the Car Space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;

(i) clear each day the contents of the Lot's mail receiving box;

(j) promptly replace any broken or cracked glass in a Lot;

(k) not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation;

(l) not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on or over any balconies or terraces forming part of any Lot;

(m) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any Lot; and

(n) not do anything to damage, pierce, drive nail through or into, screw into or otherwise deface, penetrate or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.

4.2 Change of use of Lots

An Owner or Occupier of a Lot must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

4.3 Leasing of a Lot

(a) An Owner may lease a Lot but only:

(1) by a written lease or tenancy agreement and, if it is a tenancy agreement, if it complies with the provisions of the *Residential Tenancies Act 1997* (Vic); and

(2) if that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use; and

(3) if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules and Rules of Use.

(b) An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement, to ensure that any tenant of the Lot and any Guest of that tenant complies with the Rules and the Rules of Use.

(c) An Owner or Occupier must not lease, sub-lease, license, rent or otherwise deal with a lot or permit a Lot to be leased, sub-leased, licensed, rented, hired or otherwise dealt with for any period less than thirty calendar days.

4.4 External appearance of Lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(a) install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;

(b) allow any balcony or terrace area which forms part of any Lot to be unkempt or unsightly and, when cleaning, cause other than minimal disturbance to other Owners and Occupiers;

(c) make structural alterations to a Lot;

(d) without a special resolution of the Owners Corporation display any placard, advertisement or sign in or upon the Lot (this Rule includes home offices but excludes the Developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Manningham);

(e) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot whatsoever (this Rule includes home offices but excludes the Developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Manningham);

(f) permit any signage advertising a lot for sale or lease on a Lot (this rule excludes the developer);

(g) install basketball hoops or similar devices on a Lot;

(h) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;

(i) build in or affix any BBQ to a balcony or terrace area (free standing BBQs are permitted);

(j) allow any glazed portions of the Lot to be tinted or treated; or

(k) paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot; or

(l) install any external blinds.

4.5 Window furnishings

An Owner or Occupier must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot unless the surface of the blinds, curtains or other coverings which faces that outside are a white or near white in colour or a colour to be determined at the absolute discretion of the Manager.

4.6 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.

5. Works

5.1 Works Requirements

An Owner must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

(a) the Works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and

(b) the Works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers;

5.2 Requirements before proceeding with Works

An Owner must not proceed with any Works until the Owner:

(a) submits to the Owners Corporation plans and specifications of any Works proposed by the Owner which affect the external appearance of the Development or any of the lots or Common Property or which affect the Development's structure or Services or the fire or acoustic ratings of any component of the Development;

(b) supplies to the Owners Corporation any further particulars of those proposed Works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;

(c) receives written approval for those Works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner; and

(d) pays the reasonable costs referred to in (c) to the Owners Corporation.

5.3 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking Works comply with the proper and reasonable directions of the Owners Corporation and Manager about the method of building operation, means of access, use of the Common property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that the employees, agents and contractors are supervised in carrying out the Works to minimise any damage to or dirtying of the Common Property and Services.

5.4 Contractors or tradespersons only to use designated areas

An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation or Manager for entry and exit.

5.5 Owner to make good damage

An Owner must immediately make good all damage to, and dirtying of, the Development, the Common Property, the Services or any fixtures fittings and finishes caused by the Works and if the Owner fails to do so within a reasonable period of time the Owners Corporation may in its absolute discretion

make good the damage and dirtying and if so the Owner must 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.

5.6 Times for work on or in Lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(a) permit any tradesman, contractor or other person carrying out any Works to be on or in the Lot or the Common Property:

(1) on any public holiday or a Sunday; or

(2) before 7.00 am or after 6.00 pm Monday to Friday; or

(3) before 9.00 am or after 6.00 pm on a Saturday;

except in the case of an emergency which includes:

(A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;

(B) a leak or similar problem requiring prompt attention; or

(C) cracking or a similar problem likely to affect the immediate safety of the building.

6. Behaviour of persons

6.1 Behaviour of Owners, Occupiers and Guests on Common Property

(a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(1) unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common Property but this Rule does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made;

(2) encourage birds by feeding them;

(3) consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto the Common Property save and except the common amenities and then only in accord with the Owners Corporation Rules of Use;

(4) use or allow to be used in or on the Common Property, skateboards, roller skates or roller blades;

(5) smoke in the stairwells, lifts, foyers or parking spaces or the parts of the Common Property the Owners Corporation or the Manager designates from time to time;

(6) dispose of cigarette butts, ash or any other rubbish over a balcony or terrace; or

(7) use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.

(b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:

(1) when on Common Property or in or on any part of a Lot visible from another Lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;

(2) observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at their discretion of any statutory authority; and

(3) comply with the Rules and the Rules of Use.

6.2 Noise and other nuisance control

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(a) use hammer drills or jack hammers in a lot between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or

(b) make or allow to be made noise from music or machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 am.

7. Dispute resolution

7.1 Dispute resolution, including internal grievance procedures, hearing procedures and communication procedures

(a) The grievance procedure set out in this Rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.

(b) The party making the complaint must prepare a written statement in the Approved Form.

(c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

(d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.

(e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.

(f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.

(h) This process is separate from and does not limit any further action under Part 10 of the Act.

8. Notices

8.1 Notice of damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation or its Manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.2 Notice of accidents or faults

An Owner or Occupier must promptly notify the Owners Corporation of any accident to or fault in:

(a) the water pipes, gas pipes, electrical fixtures or installations; and

(b) any equipment or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Special Rules for the Developer

Up until the sale and settlement of the last Lot owned by the Developer within the Development, nothing in these Rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

(a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;

(b) exclusively conduct open for inspections of any Lot or display Lot;

(c) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;

(d) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;

(e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;

(f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;

(g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;

(h) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;

(i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out any works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and

(j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

10. Definitions

In these Rules unless the context otherwise requires the following definitions apply:

"Act" means the *Owners Corporations Act 2006* (Vic);

"**Approved Form**" means the form prescribed under the Regulations;

"Buildings" means the buildings at 1 Grosvenor Street, Doncaster;

"**Car Space**" means a car space Lot or that part of an Owner's Lot as shown in the Plan of Subdivision;

"**Common Property**" means any common property as shown and described on the Plan of Subdivision as Common Property No 3 as applicable;

"**Development**" means the development of the Land including the Buildings;

“Developer” means HB Doncaster Pty Ltd ACN 164 200 533

"Guest" means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a lot;

"**Lease**" means any lease, sub-lease, licence and any agreement granting occupancy rights over all or part of a Lot;

"**Lot**" means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;

"**Manager**" means the building manager or the manager appointed by the Owners Corporation;

"**Occupier**" means a person who lawfully occupies a Lot;

"**Owner**" means an owner of a Lot;

"**Owners Corporation**" means Owners Corporation 3 of the Plan of Subdivision as applicable;

"**Plan of Subdivision**" means Plan of Subdivision No 724908H ;

"Regulations" means the Owners Corporations Regulations 2007 (Vic);

"Rules" means the rules in this document;

"Rules of Use" means any directions, notices or rules of use made by the Manager or the Owners Corporation from time to time for the proper management and administration of the Common Property;

"**Services**" means the services, installations, facilities, plant or equipment provided to the Development;

"**Storage Space**" means that part of a Car Space as constructed during the Development for storage or that part of a Lot as shown in the Plan of Subdivision for storage or an over bonnet storage unit to which the specifications of the over bonnet storage unit are at the absolute discretion of the Manager ;

“Vehicle" means a motor vehicle of:

a) a tare weight of not more than 2 tonnes; and

b) dimensions capable of fitting within a Car Space and gaining entry to the Building without causing damage to the Land or Building; and

"**Works**" means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a Lot, the Buildings, other structure and plant and equipment to be used to provide Services.