

THE
EMERALD
MELBOURNE



A JEWEL ON
THE MELBOURNE
SKYLINE

35 ALBERT ROAD, MELBOURNE

Settlement Manual

INDEX

- 1 MIELE H2261 B 60CM OVEN WITH CLOCK
- 2 MIELE KM 362-1 G 58.5CM GAS COOKTOP 4 BURNER
MIELE KM 2054 90CM GAS COOKTOP 5 BURNER
- 3 MIELE DA 2050 RANGEHOOD
QASAIR RANGEHOOD
- 4 FISHER & PAYKEL DISHDRAWER
MIELE G 5715 Sci XXL 60CM DISHWASHER
- 5 CLIPSAL FIRETEK SMOKE ALARM
- 6 VICTORIA CARPETS WOOL CARPETE CARE & MAINTENANCE
EMBELTON CARE & MAINTENANCE – TIMBER FLOORING
- 7 DULUX PAINTING CARE & MAINTENANCE
- 8 PRO SOLID CORIAN STONE CARE & MAINTENANCE
TESTACCIO ELBA STONE CARE & MAINTENANCE
JOINERY CARE AND MAINTENANCE
- 9 VERIDIAN CARE & MAINTENANCE OF GLASS WINDOWS
- 10 DAIKIN AIR CONDITIONING – OPERATION MANUAL
MITSUBISHI AIR CONDITIONING – OPERATION MANUALS

Contents

1	INTRODUCTION	5
1.1	APARTMENT KEYS.....	6
1.2	OWNERS CORPORATION DETAILS	6
1.3	REPORTING COMMON AREA MAINTENANCE ITEMS.....	7
1.4	BUILDING MANAGER DETAILS.....	7
1.5	MAILING ADDRESS	8
1.6	ADDITIONAL KEYS, FOBS & REMOTES	8
1.7	ROOFTOP GARDEN ORIENTATION / INDUCTION	8
1.8	EMERGENCY CONTACT NUMBERS	9
1.9	Owners Corporation Rules	10
2.	MOVING IN.....	11
2.1	GUIDELINES FOR RESIDENTS MOVING IN OR VACATING	11
2.2	GUIDELINES	12
2.3	USING LIFT FOR TRANSPORTATION OF FURNITURE	13
2.4	ELECTRICITY CONNECTION	13
2.5	GAS CONNECTION AND SUPPLY	14
2.6	WATER SUPPLY CONNECTION	14
2.9	TELEVISION	14
2.10	NATIONAL BROADBAND NETWORK AND TELEPHONE.....	15
2.11	BUILDING AND COMMON CONTENTS INSURANCE.....	15
3	WARNINGS AND SAFETY INFORMATION	15
3.1	SMOKING.....	15
3.2	SAFE APARTMENT LIVING	15
3.3	EMERGENCY SERVICES	15
3.4	FIRE AND EVACUATION PROCEDURES	16
4	BUILDING FEATURES AND LAYOUT	16
4.1	PEDESTRIAN ACCESS.....	16
4.3	KEYS AND PROXIMITY READER REGISTER	18
4.5	FIRE STAIRWELL.....	18
4.6	MAIL COLLECTION	18
4.7	RUBBISH DISPOSAL – GARABAGE AND RECYCLING CHUTES.....	19

4.8	DELIVERIES.....	20
4.9	TRADESMEN/CONTRACTORS	20
5.1	KITCHEN APPLIANCES	20
5.2	SERVICES AND SYSTEMS.....	21
5.3	FITTINGS AND FIXTURES – CARE AND MAINTENANCE.....	23
6	APPENDIX A – FINISHES, FIXTURES AND FITTINGS SCHEDULE.....	26
7	APPENDIX B – INSTRUCTIONS AND WARRANTIES	32
8	APPENDIX C – OWNERS CORPORATION RULES	33
9	APPENDIX D – ROOFTOP GARDEN & AMENITIES.....	44

1 INTRODUCTION

Welcome to your new apartment at 35 Albert Road

This manual provides you, the occupier, with important information about your apartment. Details are included for the connection of your apartment to various utilities to ensure continued supply. Emergency contact information is also provided as well as finishes, fixtures and appliance specifications.

Basic operating instructions and maintenance requirements are included in Section 5. A full copy of the appliance instruction booklets are included in the appendices.

The Defect Liability Period for your apartment is 3 months, commencing from the date of occupancy of the building. In the event of any defects or maintenance requirements that need to be attended to by Equiset over the course of the defect liability period, and to enable a prompt response to your query and rectification, could you kindly follow the procedure as outlined below.

All queries to be addressed to Equiset at the following email address:

emerald@equiset.com.au

Upon receipt of your email request, you will receive a reply from Equiset to verify your request within 24 hours (business hours only). This will enable Equiset to have all requests in writing and then issued to our designated maintenance team member for prompt attention.

You will then receive a telephone call from our maintenance team member to co-ordinate a suitable time for access and rectification, if deemed necessary.

If access can only be granted on a Saturday, Equiset will oblige this request.

Your designated maintenance team member will be Samantha Scully. Please kindly note that Samantha will only be able to respond to requests that have been issued via email to Equiset's office and then assigned to her for action.

However, in the event of an extreme emergency, such as burst pipes etc, Samantha will be available to attend immediately.

Please ensure you have read the Owner's Manual before sending a defect request to either Equiset or the Owners Corporation. Please also note that inspections for false alarms may attract a callout fee.

The information contained within this document is provided to help you move in, operate and enjoy your new apartment.

The manual has been broken up into separate sections including WARNINGS AND SAFETY INFORMATION. It is very important that you read this section.

1.1 APARTMENT KEYS

At Settlement your Conveyance representation will be provided a pack which shall include the following:

- 2 x front door apartment key.
- 1 x Fob security tags with ID numbers.
- 1 x RF Remote for Car Park access with built in Fob
- 2 x letterbox keys with ID numbers.

1.2 OWNERS CORPORATION DETAILS

Engine Property Group has been appointed as the Owners Corporation Manager for 35 Albert Road.

Key functions of the Owners Corporation include:

- To manage and administer the common property
- To repair and maintain the common property

Contact Details for Engine Property Group are:

Phone: 1800 364 463 (General, 9am – 5pm Monday to Friday)

Address: Suite 201 / 126 Wellington Parade, East Melbourne 3002

Mailing Address: PO Box 589 East Melbourne 8002

Email: reception@enginepropertygroup.com.au

As the Owners Corporation Manager, Engine Property Group will attend to the financial, levies, facilities management, administrative, insurance and legislative requirements for 35 Albert Road in accordance with the Owners Corporation Act 2006, Owners Corporation Regulations 2007 and Special Rules of the Owners Corporation.

Office hours are 9am to 5pm Monday to Friday and after hours for emergencies only.

Please contact the Building & or Owners Corporation Manager with any queries relating to the common areas of the building.

The Owners Corporation appoints and oversees the Building Manager.

Please contact the Owners Corporation Management to obtain a copy of the Owners Corporation Rules, which outline Owner and Occupier governing rules and responsibilities.

Owners and Occupiers must at their own expense comply at all times with the laws relating to their Lot including without limitation any requirement, notice and order of any governmental authority.

An Owner must strictly comply with all of the Rules and must ensure that the Owners guests or any occupier of the Owners Lot strictly complies with all of these Rules. The Owners Corporation Committee may at any time issue further requirements, instructions, directions or guidelines for Owners and Occupiers either pursuant to any of the Rules or for the purpose of giving effect to the object of any of these Rules.

Owners and Occupiers must strictly comply with and must ensure that all guests strictly comply with any such further requirements, instructions, directions or guidelines issued by the Owners Corporation Committee from time to time.

1.3 REPORTING COMMON AREA MAINTENANCE ITEMS

Complaints concerning the common areas of the building or Occupiers behaviour in the common areas should be made in writing to the Building Manager.

This can be e-mailed or provided in hard copy to the Building Manager or Owners Corporation Manager.

To report any common area maintenance items, please undertake the following measures:

1. Contact the Building Manager on **0477 800 850** or bm@emeraldmelbourne.com.au
2. Lodge a maintenance Ticket to the Engine Maintenance & Help desk via the Engine Property Group Website (www.enginepropertygroup.com.au)
3. Contact the Owners Corporation Service & Maintenance desk on **1800 364 463**

Please include the following information as part of your maintenance report:

- Name and contact number
- Apartment number
- A detailed description of the maintenance item with photos if possible

1.4 BUILDING MANAGER DETAILS

A full-time Building Manager has been employed on site for the management of day-to-day activities including cleaning and facilities management of the common property areas.

The Building Manager of 35 Albert Road, Melbourne is a contact point for all owners and residents, Monday – Friday, 8.00am to 4.30pm (A/H for Emergencies only).

The Building Manager can be contacted by:

Mobile Phone: 0477 800 850

Email: bm@emeraldmelbourne.com.au

The Building Manager in general, manages the following:

- Site management & administration
- Health, Safety & Security of common areas
- Operational cleaning – presentation of common areas
- Waste management
- Monitoring & Reporting of breaches of the Owners Corporation Rules
- Monitoring CCTV footage & Access Control
- Capturing and investigating complaints in conjunction with the OC Manager
- Manage Essential Safety measures maintenance by contractors to common.
- Liaise with Lot Owners & contractors completing private lot works.
- Move-in and move-out bookings, completion of Release & Indemnity Forms.
- Bookings & Roof Top garden inductions
- Maintaining records of maintenance
- Contractor sign-in
- Reliability of common systems operating
- Common area lighting illumination

The Building Manager has the following forms for completion:

- Owners Corporation Complaint form – Lot Owners.
- Form of Indemnity (required to be completed for all move-in/move-out)
- Induction checklist (required to be completed for all move-ins)
- Occupier/new tenant information (to be completed by all new occupiers/tenants)
- Contractor sign-in form (to be completed by all contractors prior to commencing work on site)
- Additional keys and security fobs request form
- Incident Report forms

1.5 MAILING ADDRESS

For apartments in 35 Albert Road, your mailing address is your 'Unit' followed by '35 Albert Road, Melbourne, Vic, 3004

For example if you live in Apartment 720, your mailing address will be;

Apartment 720, 35 Albert Road, Melbourne, Vic, 3004

1.6 ADDITIONAL KEYS, FOBS & REMOTES

To request additional keys, fobs and or remotes, residents are required to provide the Building Manager with a completed order form.

A request form can be obtained from www.emeraldmelbourne.com.au or alternatively by contacting the Building Manager.

Rental Agents are required to provide a copy of the signed page of the lease agreement and submit with the completed request form.

For security reasons, orders are only accepted from the lot owner or their agent (after advice in writing), and invoices are issued to the lot concerned.

1.7 ROOFTOP GARDEN ORIENTATION / INDUCTION

After the initial settlement period of **3 Months**, Emerald residents wishing to use the Plunge Pool Amenities and surrounding Roof Top Garden will be required to complete an induction process on the safe and correct use of the Amenities.

Emerald residents will be required to book in advance, a set induction time within the initial **3 Month** period to ensure they have access to the Amenities after this time.

The induction process will last approx. **20 minutes**. At the end of the induction, residents should feel familiar with the services and amenities offered at Emerald Apartments. Residents will be shown the location of all Amenities in the facility. Residents will be shown the correct operation of all equipment within the area and shown the safe use of all Amenities.

Please Note: Residents who have not been inducted will be restricted from accessing the Rooftop Garden after this time.

1.8 EMERGENCY CONTACT NUMBERS

Please note that an emergency is a situation endangering life, injury or damage to people and or property.

SERVICE	COMPANY	TELEPHONE
FIRE, POLICE, AMBULANCE	EMERGENCY SERVICES	000
BUILDING MANAGER	FACILITY MANAGEMENT 1 PTY LTD	0477 800 850
OWNERS CORPORATION	ENGINE PROPERTY GROUP	1800 364 463
PASSENGER LIFT	OTIS ELEVATORS	Press Emergency Call Button in Lift

PLEASE NOTE, TRIVIAL MATTERS, FALSE OR NON-EMERGENCY CALLOUTS WILL BE CHARGED TO YOU DIRECTLY.

- For all maintenance or general enquiries, please contact the **Building Manager** on **0477 800 850**.
- For ongoing enquiries after expiration of warranty period, all tenanted properties should contact their respective rental agent.
- For After Hours Emergencies – please contact the **Building Manager** on **M: 0477 800 850**. Please note; these services are for **After Hours Emergencies Only**. Non-emergency callouts may incur a fee directly to the residents for a false call outs and/or private lot issues.

PLEASE CHECK YOUR CIRCUIT BREAKERS PRIOR TO CALLING THE ELECTRICIAN.

1.9 Owners Corporation Rules

The management and conduct of your Owners Corporation is essentially governed by the Owners Corporations Act 2006, associated Regulations 2007 and the Rules incorporating the Model Rules, Standard Rules and Additional Rules (which are registered with the Plan of Subdivision at the Land Titles Office).

Further information can be obtained from www.consumer.vic.gov.au or 1300 55 81 81.

If you are an owner and propose to lease your apartment please ensure that your agent received a copy of the Rules and that they provide a copy of the Rules to the tenant prior to taking occupancy.

Ensuring that the resident living within the apartment is familiar with the Rules will eliminate Breach Notices for contravening Rules of the Owners Corporation.

A copy of the Rules is attached (see Appendix C).

2. MOVING IN

2.1 GUIDELINES FOR RESIDENTS MOVING IN OR VACATING

DEFINITIONS

A **move** is deemed to be where furniture or boxes are transferred to or from a place of occupancy. Controlled access and protective measures are required to protect common property against damage and unauthorised entry. All goods shall enter and exit the building via the basement, & or service corridor.

A **delivery** of goods is deemed to be one-off in nature, where the delivery is of one or two items. The delivered goods are to be transferred, under the supervision of an occupier or a designated person, through the basement. Protective measures may not be required, please check with building management. The occupier is responsible for inward deliveries through the basement.

The **path of travel** for moves or deliveries is a designated path allowing for the orderly and efficient transfer of goods through the building. The Manager shall demonstrate the path of travel through the basement to or from the place of occupancy to those parties involved.

An **indemnity form** is to be completed prior to commencement of a move and/or delivery. This form shall protect and identify parties when damage occurs in common property during a move. The Owners Corporation reserves the right to recover costs of repairs.

Storage Facilities assigned to private lots are deemed to be an extension of that lot and therefore private property. Security of goods within these storage areas is the sole responsibility of the owner or occupier.

A **Risk Assessment** for moves is the occupier or their nominated party ensuring that their methods for moving are safe.

Shared Pedestrian Areas are areas where both pedestrian access and vehicle access co-exist. It is highly important for all parties to be aware of and be safe when using these areas to avoid injury.

Vehicle Access: Any vehicle and or delivery must enter the property via the resident entry on Bowen Lane Path of Travel to unloading zone is as directed by the Manager or nominated representative. Path of travel advisements must be adhered to at all times.

Distance from Main Entry to lifts needs to be assessed when moving goods to ensure parties understand distances required to move items and safe paths of travel.

Distance from Entrance Lift	
Passenger Lift	30m

Lift Dimensions need to be assessed when moving goods to ensure they will be able to be moved with no damage to the lift car. Dimensions of lifts are below:

Passenger Lift	
Car internal height	2300mm
Car Internal Width	1450mm
Car internal depth	2000mm

2.2 GUIDELINES

It is a firm requirement that a move be booked and confirmed with the onsite manager prior to making any move arrangements.

- a) After confirmation of settlement and prior to your occupancy date, you must contact the Manager to arrange a booking time for your move. The Manager can be contacted on **M: 0477 800 850** or bm@emeraldmelbourne.com.au.
- b) Moves and/or deliveries are permitted Monday – Friday as specified by the onsite Building Manager. Please contact the Building Manager to arrange your move and delivery booking.

Moves shall not be permitted unless the Manager has confirmed a booking. It is advisable to book in advance and consider allowing at least 2 working days.

Moves are not permitted on Saturday, Sundays or public holidays at any time; subject to clause c).

- c) **All deliveries and/or Moves shall enter the building via the Resident entrance off Bowen Lane.** Deliveries and/or Moves may be approved during the initial settlement period on Saturdays between **6.00am-9.00pm** to help facilitate additional Moves and/or Deliveries. Prior arrangement and approval from the Building Manager is required prior to commencement.
- d) Moving vehicles must enter via Bowen Lane and park as designated or directed by the Manager.
- e) Items are to be unloaded and stacked as directed by the Manager and then, once available, moved to the advised lift for delivery to the apartment.
- f) The Manager shall explain access details and arrange to meet all parties at the building point of access.
- g) The Occupier shall provide the Manager with a copy of the removalist's **Public Liability Insurance Policy** prior to commencement of the move; it is recommended the occupier request this information when booking a removalist. This may be emailed through to the Manager; email address bm@emeraldmelbourne.com.au. It is the occupier's responsibility to ensure these details are provided.

This is a Public Liability risk issue - insurance protects all parties.

- h) The Manager shall request the occupier complete and sign an Indemnity Form prior to the move commencing; this is a procedural requirement to assist the Owners Corporation to identify and recover costs due to accidental damage.
- i) Vehicles must not obstruct the car park entry and must be parked in an approved areas; the Manager can assist in this matter.

- j) Furniture or goods on trolleys must not be brought through the front entrance foyers on 35 Albert Road. All goods are to be moved via the resident entrance off Bowen Lane. Furniture may only be moved into a lift when the protective covers are fitted.
- k) To facilitate loading and unloading of the furniture etc. to and from the lifts, the Manager shall lock out one lift for use of the move.
- l) Furniture or goods must not be stacked or placed against the lift doors, or common area walls.
- m) Please encourage your Removalist to take cardboard boxes and packaging away with them. Due to the amount of waste generated from a move, the occupier shall be responsible for the correct disposal of such waste. Any cleaning or removal costs burdened by the Owners Corporation for removal of such waste will be recovered from the lot owner.
- n) The Manager shall sign off the completed Indemnity Form and file for information.

Occupiers are encouraged to obtain quotes from their removalist. Occupiers are encouraged to provide the removalist with the Manager's details for consultation on building specific requirements.

Please note that your apartment may contain natural timber and or tiled flooring, due care should be taken when moving furniture to prevent damage.

We advise that these guidelines are for the benefit of all occupiers; we request all parties respect and abide by these guidelines. We also request that if you intend to rent out your property, that your Real Estate Agent is given a copy for future tenants.

The Owners Corporation shall take appropriate action against any identified party in breach of these guidelines.

The above guidelines are for the benefit of all owners to ensure that no damage occurs to common property.

2.3 USING LIFT FOR TRANSPORTATION OF FURNITURE

Please use care when transporting furniture or bulky items through the lobbies and in the lifts. For more detailed instruction regarding use of lifts please refer to Section 4.1.

It is the occupier's responsibility to determine the size of the lift available for use of transporting goods and furniture.

2.4 ELECTRICITY CONNECTION

Electricity is individually metered to your apartment through a 'smart' meter, which enables remote meter reading by the service provider. Please contact your preferred electricity provider to set up an account in your/your tenants name.

Electricity is individually metered to your apartment. Supply is provided via the switchboard located within your apartment. The board is fitted with circuit breakers to each electrical circuit. These may trip out if a fault develops in an electrical appliance. Your electricity meter is located in the main service cupboard in the communal corridor on each floor

If a trip should occur, the defective appliance should be removed from the power outlet and the circuit breaker turned to the 'on' (up) position. Push the reset button on the safety switch. If the circuit breaker still trips out then an electrician should be called.

2.5 GAS CONNECTION AND SUPPLY

The gas meter servicing your cook top will be read by Origin Energy and billed to the Owners Corporation and will form part of your Owners Corporation fees. No other gas connection is permitted without the expressed consent of the Owners Corporation.

Gas consumption to your cooktop and for your hot water will be billed directly by Origin. Please contact Origin on 132 461 to set up an account for billing purposes.

To turn the gas on, open the gas isolation valve located behind drawers adjacent to the oven. For further information regarding the cook top, refer to Appendix B for user manuals. For emergency service, refer to 'Emergency Numbers' in section 1.6.

2.6 WATER SUPPLY CONNECTION

South East Water supplies water. It is individually metered and will be billed directly by South East Water.

Hot Water is provided through a natural gas fired central hot water system located on the roof of the building.

Each apartment has a separate hot water meter, located in the corridor ceilings at each level for water consumption billing by the gas utility.

SOUTH EAST WATER: 131 851

24 HOUR EMERGENCY: 132 812

LOCATION OF STOP VALVE AND WATER METER WITHIN APARTMENTS

The water meters are located in the corridor service cupboard on your apartment floor. There are both hot and cold-water isolation valves for each apartment – hot water valve is located in the corridor ceiling space in close proximity to the apartment entry door, whilst the cold water valve is located in the lobby services cupboard. Each stop valve is labelled with the appropriate apartment number.

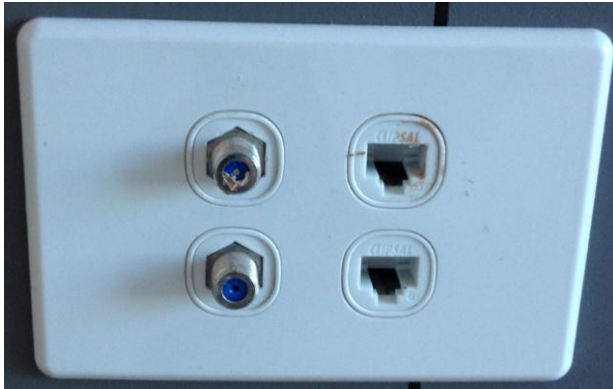
2.9 TELEVISION

Your apartment is provided with plug-in points connected to a "free to air" (FTA) television aerial located on the roof of the building. Your apartment also has the capacity to receive a Pay-TV service VIA a satellite system located on the roof.

In living room areas, the connection to both your FTA and Pay-TV service is on the same outlet, and data point is adjacent. This is as shown below. In each apartment, the main bedroom is provided with a FTA and data socket. The below diagram shows which socket to plug your television to pick up relevant signals.

Information, connection and fees for a Pay-TV service can be obtained directly from Foxtel.

FOXTEL: 13 19 99



2.10 NATIONAL BROADBAND NETWORK AND TELEPHONE

Your apartment is NBN ready. Both internet and telephone services can be obtained through the data points shown above in section 2.9. To activate these services, you must contact your preferred provider. Once activated, you can plug your telephone directly into this point or your computer for broadband Internet access.

2.11 BUILDING AND COMMON CONTENTS INSURANCE

Please seek advice relating to insurance requirements for items, fixtures, fittings, furnishings etc. inside your apartment. The Owners Corporation provides limited insurance relating to common area building, structures and public liability only.

Please note floorboards are not insured under the Owners Corporation and need to be included in your contents or landlords insurance policy.

Please ensure items in your car park, storage areas are included in your insurance. These areas are specified on title and as such contents are not insured under the building insurance.

Any queries on common area insurance – please contact the Owners Corporation.

3 WARNINGS AND SAFETY INFORMATION

3.1 SMOKING

It is your choice to smoke or allow smoking within your apartment. Please be mindful of other occupiers and ensure that ashtrays on balconies are windproof so that those below are not affected by litter. Smoking is prohibited in all public and common areas, car parks, lobbies, lifts etc.

3.2 SAFE APARTMENT LIVING

For Balcony Areas, please note the following: you **MUST NOT** drop or throw any item from a balcony.

Pot plants, light weight furniture, bottles, litter and other loose items that may be wind affected should not be left on balconies.

3.3 EMERGENCY SERVICES

Emergency services can be contacted by telephoning 000 for assistance. Be prepared to identify yourself, your location, the problem and the likely emergency service required.

3.4 FIRE AND EVACUATION PROCEDURES

In the event of a fire within the building, an automatic alarm and sprinkler system will come into operation.

When you hear the alarm sound, evacuate the building immediately by the nearest emergency stair.

IN CASE OF FIRE – DO NOT USE THE LIFTS

You are advised to familiarize yourself with the emergency exits and equipment. Please refer to section 5.2 and contact the Owners Corporation for further details if required.

4 BUILDING FEATURES AND LAYOUT

This section of the manual describes arrangements at 35 Albert Road for:

- Access;
- Security and Intercom operation;
- Car Parking;
- Lifts;
- Stairwells
- Rubbish Disposal; and
- Mail Collection.

4.1 PEDESTRIAN ACCESS

Apartments from Levels Mezz – Level 18

Pedestrian access is via the lift lobbies off Albert Road. Residents can gain access to the building swiping the access tags or remote provided at settlement on the fob readers.

LIFTS

- Lift 4 – Servicing Mezz, Level 1 & Level 2
- Lift 1, 2 & 3 – Servicing Basement 3 to Level 19 (Roof Top Garden & Spa)

IMPORTANT: IN CASE OF FIRE – DO NOT USE LIFTS

Note: Lift covers are required when moving furniture in or out of the building at any time. Please contact the building manager to obtain lift covers

4.2 SECURITY INTERCOM/ACCESS SYSTEM

Valid proximity card/device control the access to the front entry automatic sliding doors, carpark roller door and passenger lifts.

To assist with the use of your intercom, please refer to the below diagram explaining the function of each button.



OCCUPIER ENTRY AND EXIT

Residents gain access to the building by valid proximity card/device being presented to a proximity reader or by remote control at the car park entry door (for apartments/residences with allocated parking only). At the building entry lobby, presentation of a valid proximity card to the access reader will unlock and activate the auto sliding door to open for 5 seconds.

People exiting the building need to use the 'Press to Exit' button adjacent the lobby door.

To access the lifts, residents must once again present a valid proximity card at the reader located inside the lift to gain access to their relevant floor.. You are then required to press the desired level button once your access card is read and accepted.

Care must be taken not to expose the access device to direct sunlight or placed near a magnetic source as this may result in damage.

VISITOR ACCESS

The intercom system comprises of one main digital audio-visual entry station at the entry lobby, with keypad and LCD directory to communicate with the apartments. Each apartment has an VRMET AIKO colour video intercom. Each receiver communicates with the visitor at the entry, can release the entry door and provides lift release facilities to the passenger lifts.

Visitors to the building are required to use the intercom located outside the main lobby to contact their desired apartment. To do this, the visitor must use the key pad to enter your apartment number. Once called, the intercom system sends an electronic tone to your apartment intercom handset.

You may answer the call by pressing the audio button and grant entry to your visitor by pressing the door release button. For your own and others security, NEVER release the door to someone you do not know. This function will unlock the entry door for approx. 5 seconds. To grant your visitor access to your apartment door release button will activate lift control.

Should the visitor be unable to gain access to required level they will have to return to the front door intercom panel and start the entry process again. Please note, there is no Visitor Parking in the basement.

VEHICULAR ACCESS AND CAR PARKING

Resident car parking is allocated within the secure undercover car park. Your entry point is via Bowen Lane. Your access device will allow access to the basement car park levels via the lifts. Entry to the carpark is via valid access device whilst exiting the carpark is controlled by on site traffic management lights, ground loops and RF remote. There is no pedestrian access or egress via basement car park vehicular ramps.

4.3 KEYS AND PROXIMITY READER REGISTER

KEYS		ACCESS TO THE FOLLOWING
PROMITITY FOB	1	Building Foyer Entry Lift – Access granted to level at which you live, ground floor and common areas and undercover car parking.
RF REMOTE WITH BUILT IN FOB	1	Car park access & fob access as above
APARTMENT KEYS	2	Apartment door entry
MAIL BOX KEYS	2	Ground floor Apartment lobby mail box

All apartment entry keys, fobs, and remotes issued are controlled under a Restricted Keying System. For additional or replacement keys, you will be required to complete and provide a form to the Building Manager.

Forms can be obtained from the Building Manager.

Along with the form, the Building Manager will need to be provided with a copy of the Notice of Acquisition from your settlement.

For security reasons, orders are only accepted from the lot owner or their agent (after advice in writing), and invoices are issued to the lot concerned.

4.5 FIRE STAIRWELL

The stairwells are designed for emergency access in case of a fire only. You can enter at any level and are only able to exit from ground level leading to Albert Road. Break glass exit overrides are at every fourth level within the fire stairs.

Improper use of the break glass override will result in legal action against the offender.

4.6 MAIL COLLECTION

Your mail will be delivered to a locked letterbox on ground floor residential lobby. There are two keys to your letterbox provided in the apartment handover kit.

To order additional or replacement mailbox keys contact the Building Manager.

4.7 RUBBISH DISPOSAL – GARABAGE AND RECYCLING CHUTES

All rubbish must be disposed of in secure wrapping by taking it to the rubbish and recycling chutes. Each level has a bin chute room for residents to dispose of general waste and recycling. The refuse rooms are located near the lifts opposite the fire stairs. All waste disposed via the chutes should be contained in tied plastic bags. Under no circumstances is rubbish to be left anywhere in the Common Property.

WARNING – THE FOLLOWING FALLING OBJECTS IN CHUTE - DO NOT PLACE HANDS OR ARMS INTO THE CHUTE (BEYOND THE HOPPER DOOR FRAME).

Items that can be disposed of via the garbage chute include:

- Bagged household including organic waste; and
- Non-recyclable waste.

Items that can be thrown down the recycling chute include:

- Glass bottles;
- Flattened cardboard;
- Plastic containers;
- Aluminium cans; and
- Paper.

Items that must not be thrown down either chute: include:

- Cigarette butts;
- Ignition sources or fluids;
- Items weighing over 3kg; and
- Items with a volume greater than 35cm³.

All items that cannot be thrown down the chute may be disposed of in the bin rooms located at the rear loading bay.

To dispose of waste via the hopper door to the bin chutes;

- Turn the handle and open hopper door
- Open and hold open while placing the waste inside the door
- Gently close the door and the rubbish bag will fall down the chute

Please note the following:

- Do not leave any items in front of the garbage chute – clear access to chute and emergency exit door required at all times;
- No flammable items are to be disposed of through the garbage chute or the garbage room;
- Do not under any circumstance dispose of hard rubbish, including glass, brick, crockery, appliances or similar through the garbage chute;

Residents are responsible for the disposal of hazardous/hard rubbish or large items. Please make private arrangements for disposal of these items.

Residents are also responsible for the disposal of moving-in waste, and must ensure that all rubbish is cleared from common property following a move.

4.8 DELIVERIES

All deliveries of large items must be booked with the Building Manager so that the appropriate preparations can be made, such as lift padding/protection.

4.9 TRADESMEN/CONTRACTORS

All contractors must report to the Building Manager to sign in upon arrival.

5 OPERATING AND CARING FOR YOUR APARTMENT

Your apartment is your responsibility. However if an issue arises which is not referred to in this manual and it is not able to be resolved, the building manager may be able to assist. Please note that the building manager's responsibility is to manage the common property in the first instance.

5.1 KITCHEN APPLIANCES

Your new apartment includes high quality Qasair/Miele/Fisher & Paykel appliances. The manufacturer's information and instruction booklets from each appliance can be found in Appendix B. For all warranty and service information, please refer to the warranty and service letter in Appendix B.

Please ensure the circuit breakers in your apartment electrical switchboard are switched to the ON position for the appropriate appliance or system.

The oven is run by electricity and is located under the kitchen bench. It is controlled via the main panel on the front of the unit. For more detailed instructions, refer to the user's manual which is included in Appendix B.

Your 4 or 5 burner gas cook top is located above the oven. It is controlled via the main panel on the top of the unit (automatic igniter/switch for power is located in the cupboard with the gas isolating valve). For more detailed instructions, refer to the user's manual which is included in Appendix B.

Basic Range Hood Maintenance

To ensure correct operation of the range hood:

- The aluminium filter must be cleaned monthly
- Check mountings for vibrations monthly
- The aluminium filter must be cleaned once per month with soapy water to ensure no build-up of grease or fats can occur within the duct

For more detailed instructions, refer to the user's manual which is included in Appendix B.

The dishwasher is located under the kitchen bench. It is controlled via the main panel on the front of the unit. (Switch and stop valve are located in the cupboard below sink). For more detailed instructions, refer to the user's manual which is included in Appendix B.

5.2 SERVICES AND SYSTEMS

AIR CONDITIONING

Make: Daikin & Mitsubishi

Typical Apartments:

The air conditioning system consists of a split system controlled by condensers located on the balconies of your apartment.

Penthouses:

The air conditioning system consists of a water cooled fan coil unit located within each apartments ceiling space generally accessible via a ceiling access panel located within the apartment bathroom. Control of these systems is via a wall mounted control pad.

FIRE ALARM SYSTEM

A fire alarm can be activated by one of the following:

- Any sprinkler head activation
- A lift lobby/common area (e.g. corridors) smoke detector activation
- Common area detectors can be activated by cigarette smoke or excessive dust

Activation of a fire alarm signal will cause the fire brigade to be called automatically.

EVACUATION PROCEDURES

In the event of a fire alarm, an evacuation (whoop-whoop) tone will sound from the speakers located inside your apartment and in the corridor areas. NOTE: there is no warning tone in this system – it will go straight to evacuation.

Upon hearing the warning tone you should alert all occupants in your apartment. Turn off all gas and electrical appliances and prepare to leave the apartment. As soon as you are ready to leave and no later than when the evacuation tone sounds you should leave your apartment and exit the building via the fire stairs.

In the event of an emergency do not use the lifts, as they may malfunction during a fire.

YOU ARE ADVISED TO FAMILARISE YOURSELF WITH EMERGENCY EXITS.

FIRE SPRINKLER SYSTEM

Sprinklers are located on all levels. In the event of a fire near a sprinkler head, heat generated by the fire will cause the sprinkler to activate.

If the sprinkler is activated, a fire alarm will also be raised and the Fire Brigade will be called automatically. This will release water and flood the immediate area in the event of a fire, or if the sprinkler head is accidentally hit. The fire brigade is automatically informed if a sprinkler head is activated and will attend. Fire brigade attendance to a false alarm is charged at over \$2500 per truck. Hence, not only can it be inconvenient, it can also be expensive.

Please alert the fire brigade immediately if a sprinkler is accidentally set off, by calling 000. This may help reduce the cost of the false alarm. If you have caused a false alarm, then you will be charged for the call out cost.

Apartment owners and occupiers are not required to carry out any maintenance or servicing of sprinkler equipment. Maintenance and servicing is the responsibility of building management and/or their representatives. If a leak occurs to a sprinkler head, advise the building manager. The apartment owners and occupiers must adhere to the following:

- Utmost care should be taken not to hit a sprinkler head, particularly when installing clothes dryers and moving furniture or other equipment
- DO NOT PAINT the sprinkler heads under any circumstances.
- DO NOT HANG ITEMS from the sprinkler heads under any circumstance (e.g. Christmas decorations).
- DO NOT REMOVE sprinkler heads under any circumstances. Only qualified personnel with permission of the Owner's Corporation are to carry out work on the fire sprinkler system.
- DO NOT store materials within 500mm of any sprinkler head; this includes the sprinkler heads in the storage facilities throughout the car park. Wall mounted dryers will be within 500mm therefore do not store items above the dryer.
- DO NOT obstruct or tape over sprinkler heads

SMOKE DETECTORS

Your apartment has been installed with a smoke detector. They are located on the ceiling in each apartment. They are connected to a 240V power supply via your apartment switchboard with a battery back-up. If the smoke detector begins to beep at 60 second intervals, this indicates that the backup battery is low and requires immediate replacing. Backup batteries should be replaced annually.

The smoke detectors in the apartments are not linked to the common area smoke detectors. These are internal to your apartment only and if activated will not cause a general fire alarm. However you must remember that the detectors in the passageways on each level are, and accordingly at no time should you allow smoke from your apartment to enter the common passageway as they will most likely set off an alarm which will automatically call the fire brigade. In such an instance, it will be considered that you have caused the false alarm and you will be charged for the call out.

For more detailed instructions on smoke detectors, refer the user's manual which is included in Appendix B.

HOSE REELS/FIRE EXTINGUISHERS/FIRE HYDRANTS/FIRE ESCAPE DOORS

Fire Hose Reels and/or Fire Extinguishers are located in common area lobbies and corridors. These are clearly labelled and you should become familiar with these locations

Hose Reels must only be used in the case of an emergency and not for washing cars etc.

Fire Hydrants are located in stairwells and other public areas. These are for Fire Brigade use only and under no circumstance should they be used by occupiers. Activation or use of any Fire Hydrants will cause the Fire Brigade to be called.

Fire Escape Doors are clearly marked and must not be held open or obstructed in anyway.

EXHAUST FAN SYSTEM

Your apartment is fitted with an extraction fan for the bathroom. The air is drawn through ceiling mounted grilles and is exhausted to an exterior weatherproof cowl, which is located above the window along your apartment balcony. This fan is activated when you turn the switch on. To reduce the

chance of excessive moisture build up, it is recommended that you leave the exhaust fan active for several minutes after bathing or cooking and you should also ensure that windows and doors are regularly opened to avoid excessive build up of dust against seals.

To ensure correct operation of the exhaust system:

- Check air inlets for obstructions at all times
- Check for correct operation monthly

The kitchen range hood exhaust is expelled via ductwork in the ceiling void. The ductwork is exhausted to an exterior weatherproof cowl, which is located above the window of your apartment balcony.

It is recommended to use a condenser type clothes dryer in lieu of a conventional drier. A condenser type dryer will assist in minimising any issues that may arise by using a clothes drier in tight spaces. When using a clothes drier, the bathroom exhaust fan should be kept on throughout the duration of the cycle and the cupboards/doors left open.

SWITCHBOARD

The electrical switchboard is located within your apartment. All circuit breakers must be switched to the "ON" position to enable operation of your appliances, lights and power outlets.

5.3 FITTINGS AND FIXTURES – CARE AND MAINTENANCE

The following section provides a basic description of some of the materials and fixtures used in the construction of your new apartment. Basic care and maintenance requirements are also described.

LIGHT FITTINGS

Your light fittings are fitted with light globes of an appropriate wattage rating for that fitting. Signage inside the fitting states the maximum rating for that particular fitting. It is important that the maximum wattage ratings are not exceeded otherwise overheating of the fitting may occur.

BATHROOM PRIVACY LOCK

Your bathroom door/s have been fitted with hardware, which in an emergency can be opened from outside using a flat blade screwdriver or coin.

CARPET

The carpet in your apartment is sourced by Omnifloor. For further details and maintenance instructions please refer to Appendix B and for colour information refer to Appendix A.

TIMBER FLOORS

The timber floors in your apartment are sourced by Omnifloor. For further details and maintenance instructions please refer to Appendix B and for colour information refer to Appendix A.

PAINTED SURFACES

Quality paints have been used in your apartment. Proper care and cleaning must be followed to ensure that the appearance and integrity of your paintwork is maintained. For the paint colour schedule, refer Appendix A.

Cleaning Care

Soap and water and scourers of any kind should NOT be used to remove stains to painted surfaces. Avoid using BluTac or adhesive tape on painted surfaces as it may leave stains or cause the paint to flake upon removal. For care and maintenance instructions please refer to Paint section of Appendix B.

INTER-TENANCY WALLS

Inter-tenancy walls are not to be penetrated as this will affect the acoustic and fire integrity of the walls.

KITCHEN AND BATHROOM CABINETS; JOINERY CABINETS

Joinery surfaces will dent or scratch if treated roughly. Particular care should be taken when moving furniture or heavy objects in the vicinity of joinery. For care and maintenance instructions please refer to Appendix B.

Cleaning of Internal joinery may require occasional dusting

- Do not use abrasive scourers or household cleaners as they may scratch the surface
- Remove sticky or gummy residue with warm soapy water or try rubbing with baking soda on a damp cloth or sponge
- Do not use any cleaning agents containing butylene or other harsh chemicals which may take out the pigment causing fading
- Do not use thinners

Cleaning of Internal joinery hardware (drawer runners and hinges)

- May require occasional dusting
- Any spills should be immediately removed with a dry or slightly damp cloth
- Do not use cleaning agents that contain solvents

Cleaning of powder coated handles

- Wash with sudsy water. Rinse and wipe dry with a soft cloth or chamois
- Do not use abrasive household cleaners or steel wool on these surfaces because they may scratch.
- If there is sticky or gummy soil to remove, try rubbing with baking soda on a damp cloth or sponge, or wipe with vinegar, rinse, and buff dry.
- Strictly adhere to the manufacturer's instructions before use of any commercial cleaners.

Refer to Appendix B for care and maintenance instructions for your windows.

TILED SURFACES

Stone and ceramic tile surfaces to wet areas can be extremely slippery when wet. Please take care when moving about on tiled floors, especially when wet.

Don't use abrasive cleaners such as a powder or gritty crème as these are likely to cause minor scratching to the tile surface which may damage tile surface.

Clean tiles regularly using warm clean water and a little neutral (not acidic or alkaline) soapless household cleaner.

Tiling work must be inspected at intervals not exceeding 1 year (12 months). Should any caulking be found to have cracked, bulged and or pulled away from the surface it must be repaired immediately. Notwithstanding its visual condition, caulking should be replaced at intervals not exceeding 1 year. Any efflorescence (salting) and or dirt or plant residue should be cleaned up regularly so as not to cause damage to tile work and block drains or make water pool rather than flowing to drains.

STONE BENCH TOPS

Refer to Testaccio Natural Stone Care & Maintenance Guide for Elba Stone Section of Appendix B.

Refer to Prosolid Care & Maintenance of Solid Surface for Corian benchtops Section of Appendix B.

5.4 UPPER ROOF TERRACE BBQ

All CCQ Series ParkSafe Barbecue Systems are factory set to cook for 20 minutes per press of the Start Button once the 'Pre-Heat' cycle is completed.

An audible 'beep' will be sounded to alert users when the unit switches on, switches off or a change of operating mode occurs. A high visibility LED indicator light shows that the unit is operating.

The Start Button is fitted with a 6-second Safety Delay Feature to deter children playing with the appliance. To start the Cooking System the user must press and hold the Start Button in for 6-second Safety Delay Feature to deter children playing with the appliance. To start the Cooking System the user must press and hold the Start button for 6 seconds before the unit will switch on.

Once started, the Cooking System will enter 'Pre Heat' mode and the indicator Light will flash. Do not cook during this period. Once the Indicator Light stops flashing and remains on constantly the Hotplate will have completed self-sterilisation and be at cooking temperature so cooking can begin.

To turn off the Barbecue System manually before the timed cooling cycle ends, press and hold the Start Button for 3 seconds until Cooking System switches off.

6 APPENDIX A – FINISHES, FIXTURES AND FITTINGS SCHEDULE

GENERAL

SMOKE DETECTORS	<p>CLIPSAL FIRETEK SMOKE ALARM Code: 755SMA Supplied and fitted to each apartment to building requirements. (Manual included in Appendix B.)</p>
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KITCHEN FITTINGS

SINK	<p>POLAR 403MM SINGLE BOWL SINK W403 x D456 x H200mm Code: PPL10BU Finish: Stainless Steel (Supplied by Harvey Norman)</p>
KITCHEN TAP/SINK MIXER	<p>PHOENIX TAPWARE Vivid Slimline Squareneck Sink Mixer Finish: Chrome (CHR) Code: VS732CHR (Supplied by Harvey Norman)</p>
UNDER BENCH OVEN	<p>MIELE 60CM ELECTRIC OVEN WITH CLOCK Code: H 2261 B Supplied by Miele (Manual included in Appendix B)</p>
COOK TOP	<p>MIELE GAS 58.5CM GAS COOKTOP, 4 BURNER Code: KM 362-1 G Supplied by Miele (Manual included in Appendix B)</p> <p>MIELE GAS 90CM COOKTOP, 5 BURNER Code: KM 2054-G Supplied by Miele (Manual included in Appendix B)</p>
RANGEHOOD	<p>MIELE 53CM BUILT-IN RANGEHOOD Code: DA 2050 Supplied by Miele (Manual included in Appendix B)</p>
DISHWASHER	<p>FISHER & PAYKEL DISHDRAWER Code: DD 605S 7 Supplied by Harvey Norman</p>

(Manual included in Appendix B)

MIELE SEMI INTEGRATED 60CM DISHWASHER

Code: G 5715 Sci XXL

Supplied by Miele

(Manual included in Appendix B)

KITCHEN JOINERY

BENCH TOP

CORIAN

Colour code: Cameo White (A) CW 103

OR

THE MARBLE HOUSE ELBA HONED

Natural Stone

BATHROOM AND LAUNDRY FITTINGS

VANITY BASIN

OMVIVO

Custom 700mm Solid Basin

Dimensions: 700mm x 400mm

Code: CUST700WALL-LHB

(Supplied by Harvey Norman)

OMVIVO

Custom 470mm Solid Basin

Dimensions: 470mm x 400mm

Code: DUSTOM470MM

(Supplied by Harvey Norman)

OMVIVO

Custom 700mm Wall Basin

Dimensions: 700mm x 400mm

Code: CUST700WALL-LHB/CUST700WALL-RHB

(Supplied by Harvey Norman)

OMVIVI

Custom 470mm Wall Basin

Dimensions: 470mm x 400mm

Code: CUST470WALL

(Supplied by Harvey Norman)

WALL VANITY

OMVIVO

Custom 700mm Wall Vanity

Code: CUSTWALL-700MM

Dimensions: 700mm x 400mm

OMVIVO

Custom 470mm Wall Vanity

Code: CUSTWALL-470MM

Dimensions: 470mm x 400mm

TOILET	Eden Wall Faced Toilet Suite Code: ETIWFSC 4.5 3L Flush (Supplied by Harvey Norman)
BATHTUB (where supplied)	Caroma Aura1800 Freestanding Bath Model: AU8W Dimensions: 1775mm x 805mm x 560mm Water Capacity: 310L Finish: White Ceramic (Supplied by Harvey Norman)
LAUNDRY TROUGH UNIT (Where supplied)	CLARK Eureka 35L Compact Tub and Cabinet Code: 7111 Finish: Stainless Steel 873mmH x 380mmW x 606mmD (Supplied by Harvey Norman)

ACCESSORIES

SMALL TOWEL RAIL	Astra Walker Code: A69.55 Size: 600mm (Supplied by Impact Hardware)
LARGE TOWEL RAIL	Astra Walker Code: A69.55 Size: 900mm (Supplied by Impact Hardware)
TOILET ROLL HOLDER	Astra Walker Code: A69.61 (Supplied by Impact Hardware)
ROBE HOOK	Astra Walker Code: A69.63 (Supplied by Impact Hardware)

TAPWARE

SHOWER MIXER	PHOENIX Vivid Slimline Shower Mixer Code: VS780CHR Finish: Chrome (Supplied by Harvey Norman)
SHOWER HEAD AND RAIL	PHOENIX Vivid Rail Shower Code: V685CHR Finish: Chrome Plated (Supplied by Harvey Norman)
BATH SPOUT	PHOENIX Vivid 200mm Bath Spout Code: V251CHR Water Rating: WELS Rating 5.5 Finish: Chrome (Supplied by Harvey Norman)
BASIN MIXER	PHOENIX Vivid 200mm Basin Outlet Code: V252CHR Finish: Chrome (Supplied by Harvey Norman)
WASHING MACHINE STOPS	AW AUSTWORLD Lever Washing Machine Stop Code: LH2015 Finish: Chrome (Supplied by Harvey Norman)
LAUNDRY MIXER	PHOENIX Georgio Sink Mixer Code: GE730CHR Finish: Chrome Plated (Supplied by Harvey Norman)
BALCONY	NEBBIA GABBIATA Both Schemes Colour: Light Grey (Both Schemes) 355mm x 355mm (Supplied by Signorino)
INDOOR FLOOR TILES	CEMENTINA NEBBIA Light Scheme 450mm x 450mm (Supplied by Signorino)

WALL TILES

MOSAIC TILES (Burmadox)
Cream Light Scheme 160/1
90mm x 45mm
(Supplied by Signorino)

Or

MOSAIC TILES (Burmadox)
Grey Dark Scheme 160/2
90mm x 45mm
(Supplied by Signorino)

FLOOR COVERINGS

CARPET

3202 (80% Wool & 20% Synthetic)
Colour: LTMint 39077
(Supplied by Victoria Carpets)

Or

4802 (80% Wool % 20% Synthetic)
Colour: Victoria Carpet Cream 39077
(Supplied by Victoria Carpets)

TIMBER

EMBELTON "OAK" 185MM WIDE PRE-ENGINEERED
Light Scheme
Name: Amber
Profile: Tongue and Groove
Size: 190mm wide x 15mm thick
Supplier: Tectonic Flooring

EMBELTON "OAK" 185MM WIDE PRE-ENGINEERED'
Dark Scheme
Name: Flint
Profile: Tongue and Grove
Size: 190mm wide x 15mm thick
Supplier: Tectonic Flooring

ELECTRICAL

Lighting

The apartment lighting is all LED, to halogen globes

**Internet/Phone Point
TV Outlet**

Provided to all Living Rooms.
FTA and Pay TV outlet provided to Living Areas

HEATING/COOLING

Typical Apartments Daikin Split System

Penthouses Water cooled fan coil unit

For user manuals, model and serials numbers refer to
Appendix B

PAINT SELECTION

AREA	DULUX SPEC. NO	PRODUCT	COLOUR
WALLS	PCWF5/73711	Low Sheen Acrylic Washable	Natural White
CEILINGS (Dry Areas)	PCWF/73711	Ultra Flat	Natural White
WALLS (Wet Areas)	PCWF/73711	Wash-n-Wear	Natural White
SKIRTINGS/ARCHITRAVES (Dry Areas)	PCWF/73711	Semi-Gloss Acrylic Washable	Natural White
SKIRTINGS/ARCHITRAVES (Wet Areas)	PCWF/73711	Semi-Gloss Acrylic Washable	Natural White
FEATURE WALL	PI2A6	Low Sheen Acrylic Washable	Homebush
	PG1A8	Low Sheen Acrylic Washable	Domino

7 APPENDIX B – INSTRUCTIONS AND WARRANTIES

CONTENTS

1. MIELE H2261 B 60CM OVEN WITH CLOCK
2. MIELE KM 362-1 G 58.5CM GAS COOKTOP 4 BURNER
MIELE KM 2054 90CM GAS COOKTOP 5 BURNER
3. MIELE DA 2050 RANGEHOOD
QASAIR RANGEHOOD
4. FISHER & PAYKEL DISHDRAWER
MIELE G 5715 Sci XXL 60CM DISHWASHER
5. CLIPSAL FIRETEK SMOKE ALARM
6. VICTORIA CARPETS WOOL CARPETE CARE & MAINTENANCE
EMBELTON CARE & MAINTENANCE – TIMBER FLOORING
7. DULUX PAINTING CARE & MAINTENANCE
8. PRO SOLID CORIAN STONE CARE & MAINTENANCE
TESTACCIO ELBA STONE CARE & MAINTENANCE
JOINERY CARE AND MAINTENANCE
9. VERIDIAN CARE & MAINTENANCE OF GLASS WINDOWS
10. DAIKIN AIR CONDITIONING – OPERATION MANUAL
MITSUBISHI AIR CONDITIONING – OPERATION MANUALS

8 APPENDIX C – OWNERS CORPORATION RULES

1. Health, safety and security

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

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| <p>(a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(4) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;</p> <p>(5) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;</p> <p>(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</p> | <p>void the Owners Corporation's insurance policy;</p> <p>(7) throw objects or allow objects to fall from a lot or the Common Property; or</p> <p>(8) exceeds the floor loadings for the Lot.</p> <p>(b) An Owner or Occupier must:</p> <p>(1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and</p> <p>(2) lock the windows and external doors of the Lot when the Lot is unoccupied.</p> <p>(c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:</p> <p>(1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;</p> <p>(2) the security system may, at the discretion of the Owners Corporation, include:</p> <p>(A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;</p> <p>(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;</p> <p>(C) the right to enter upon any part of the Development to maintain its security;</p> <p>(D) the right of admission to any person subject to limits on the time of use and the parts</p> |
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- 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 a 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;
 - (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.

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;
 - (8) 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
 - (9) bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property designated by the Owners Corporation or its Manager from time to time.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Services strictly under the Rules of Use.
- (a) use or permit to be used any part of a Car Space (save and except a storage space contained within a car space) other than 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.

3.2 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:

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) without obtaining the prior written approval of the Owners Corporation, mark, paint, drive nails, screws or otherwise deface 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
- (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, 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 Port Phillip 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

- (3) designated by the Owners Corporation;
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 do:

- (a) comply with all laws about 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 Port Phillip Planning Scheme (this rule excludes the retail lots);
- (c) not use a Car Space other than for storage in a Storage Space or parking of vehicles;
- (d) not waste water;
- (e) not misuse plumbing and electrical apparatus;
- (f) keep the Lot clean, free of vermin and in good repair;
- (g) keep all balconies 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; and
- (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.
- (n) not do anything to damage, pierce, drive nails, screw or otherwise deface 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.

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 without the written consent of the Owners Corporation;
- (d) display any placard, advertisement or sign in or upon the Lot or upon the Common Property whatsoever (this rule includes home offices but excludes all retail lots);
- (e) 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 all retail lots);
- (f) permit any signage advertising a lot for sale or lease on a lot or Common Property;
- (g) install basketball hoops or similar devices on a Lot or the Common Property;
- (h) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;
- (i) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or treated; or
- (j) 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 the Common Property.

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 white in colour.

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 in which the Lot is situated.

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;

- (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 vehicle 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
- (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 his 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. 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 Owners Corporations Regulations 2007;

"Common Property" means any common property as shown and described on the Plan of Subdivision as Common Property No 1 & No 2 as applicable;

"Development" means the development on the land in the Plan of Subdivision including the buildings located at 35 Albert Road, Melbourne;

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

"Lease" includes rent, let and license the Lot or any part of it;

"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 occupies a lot on the Plan of Subdivision;

"Owner" means an owner of a lot on the Plan of Subdivision;

"Owners Corporation" means Owners Corporation 1 & 2 of the Plan of Subdivision as applicable;

"Plan of Subdivision" means Plan of Subdivision No 702804U;

"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 Properties;

"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; and

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

9 APPENDIX D – ROOFTOP GARDEN & AMENITIES

On the completion of the following induction. Emerald residents will be granted access to use the Rooftop Garden & Plunge Pool Amenities during the designated and outlined periods.

The induction process will familiarise all residents in the safe use of the amenities and their respective rules of use.

Individuals, lot occupants or guests who use the Rooftop Garden & Amenities do so only for the stated purpose, which purpose must be lawful and conducted in a manner that does not disrupt or inconvenience other users of the amenities.

Please fill out all necessary details of this form. It is important the Rules of Use have been read and understood and the declaration signed and dated to ensure the Building Manager can grant access.

HOURS OF OPERATION

The Rooftop Garden & Amenities are open from;

Monday to Sunday: 5.00am – 10.00pm

Access will not be permitted outside of these hours.

Only inducted users will be able to gain access during this time.

MAXIMUM CAPACITY

Maximum capacity of the Rooftop Garden & amenities is in accordance with the Occupancy Permit for 35 Albert Road, Melbourne.

Non-Compliance of occupancy regulations will result in the request to vacate the area.

DAMAGE

Any user of the Rooftop Garden and Amenities must notify the Building Manager of any damages caused on site during their use of the amenities. Management reserve the right to close down the Rooftop Garden in order to preserve the health and safety of all users in the event of damages to any of the Amenities or surrounding common property.

PAYMENT OF DAMAGES

The Owners Corporation reserves the right to recover any costs incurred as result of misuse or breach of the Rooftop Garden & Amenities Rules of Use. The repairing contractor determines the cost of damages. These costs will be sought from the responsible party. The resident accepts full responsibility for their guests.

ACCESS

All users must complete a Rooftop Garden & Amenities Induction prior to being granted access after the initial settlement period. Inductions are only completed during the allocated times as specified by the Building Management.

Thank you for taking the time to complete your application carefully and we hope you enjoy the Rooftop Garden & amenities on offer at Emerald Melbourne.

RULES OF USE

Please read the following carefully and sign the declaration below.

- △ The Rooftop Garden & Amenities are open for use from **5am-10pm Monday-Sunday**
- △ Users are not permitted to access these amenities outside of the designated hours of use
- △ The Plunge Pool Amenities are intended for use by residents and/or guests only
- △ Guests are only permitted to use the Amenities if accompanied by an Emerald resident
- △ Emerald residents accept full responsibility for guests, in their use of the Rooftop Garden & Amenities. Residents must ensure their guests are fully aware of the Amenities and their rules of use.
- △ Appropriate clothing must be worn at all times while using the Amenities and surrounding area.
- △ No food or alcohol is permitted in the Plunge Pool
- △ Smoking is not permitted at any time throughout the building
- △ Children under the age of 16 must be actively supervised by an adult at all times
- △ No pets at any time in the Plunge Pool area
- △ Please observe all safety signage and note the following rules apply in the Plunge Pool area
 - No diving
 - No running
 - No bombing
 - No horseplay
 - No glass
- △ For reasons of health and safety, users must adhere strictly to the following:
 - All equipment is to be returned tidily to the appropriate location in the Plunge Pool and surrounding area
 - Users who wish to use the Plunge Pool must bring a towel to dry off post use
 - Users must refrain from walking through common property whilst still wet
 - Suitable swimwear must be worn at all times
 - All users must shower before entering the pool, sauna or steam room
 - All users must dry themselves off before exiting the pool area
 - Offensive behavior or language will not be tolerated
 - Excessive noise and mistreatment of equipment will not be tolerated
- △ The user will under no circumstances use the amenities for any trade or business where they receive financial restitution.
- △ The Owners Corporation and Building Management reserve the right to close down the Rooftop Garden & Amenities for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the amenities.
- △ The Owners Corporation reserves the right to deny and/or limit a user's access at any time
- △ Any user in breach of these rules will be asked to vacate the Rooftop Garden & Amenities immediately and their level of access into the Rooftop Garden & Amenities and surround area will be reviewed by the Owners Corporation

INDUCTION

At the end of induction, users of the Rooftop Garden & Amenities should feel familiar with the services and amenities on offer. Users should be shown the location of all Amenities in the facility. Users should be confident in the use of the amenities, its equipment and activities. All users should be shown the correct operation of all equipment in relation to the Plunge Pool, safety equipment and surrounding area.

<input type="checkbox"/> I have been shown the location of services, including restrooms, change rooms, showers and all other amenities	<input type="checkbox"/>
<input type="checkbox"/> I have been shown the health and safety procedures and locations – how to access medical services, first aid, life saving devices etc.	<input type="checkbox"/>
<input type="checkbox"/> I have been shown the location of fire exits from each area	<input type="checkbox"/>
<input type="checkbox"/> I have been inducted in the safe and correct use of the Plunge Pool Amenities	<input type="checkbox"/>
<input type="checkbox"/> I have read and understand the rules of use for the Rooftop Garden & Amenities	<input type="checkbox"/>
<input type="checkbox"/> I understand that exercise and the use of these amenities may cause injury or aggravate certain medical conditions	<input type="checkbox"/>
<input type="checkbox"/> I am confident in my use of the equipment and activities and feel safe within the walls of this facility	<input type="checkbox"/>

DECLARATION

I confirm that I have read and understand the Rules of Use for the Rooftop Garden & Amenities and hereby agree to abide by these. I am aware of the rules governing the use of both the Plunge Pool Amenities and Rooftop Garden. I have been correctly shown the use of these amenities and confirm that If I so decide to use these amenities I do so at my own risk without liability to the Owners Corporation and/or Building Management.

Inductee Name:			
Lot Number:			
Pin #:			
Signature:		Date:	
Inducted By:			
Company:			
Signature:		Date:	