

**OWNERS CORPORATION 1, PLAN OF SUBDIVISION: PS636841E
152 STURT STREET, SOUTHBANK**

RULES OF THE OWNERS CORPORATION (Rules)

Pursuant to section 138 of the *Owners Corporation Act 2006 (Act)* and the *Owners Corporations Regulations 2007 (Regulations)*

1 Health, Safety and Security

1.1 Health, safety and security of lot owners, occupiers of lots and invitees

1.1.1 An owner must not, and must ensure that the occupier of an owner's lot does not use or permit any lot, the common property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other owner or occupier of any lot or the families or visitors of any such owner or occupier.

1.1.2 An owner must or must ensure that the occupier of an owner's lot will:

- (a) if required, clear on each and every day the contents of the owner's mail receiving box; and
- (b) ensure that the loading and unloading of vehicles shall be made entirely within the development at such locations and at such times as to cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time.

1.2 Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe

1.2.1 Children below the age of 15 years are not allowed in or around the common facilities including the pool area unless accompanied by an adult owner or occupier responsible for supervising them.

1.3 Storage of flammable liquids and other dangerous substances and materials

1.3.1 Except with the approval in writing of the Owners Corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

1.3.2 This Rule does not apply to:

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

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

1.3.3 Nothing in this Rule 1.3 prohibits the owner or occupier of a lot used for commercial or retail purposes storing on that lot any flammable chemical, liquid, gas or other material for use in that business provided such substances have been registered with and approved by the Owners Corporation, are stored in suitable containers, and pose no special risk to other owners or occupiers.

1.4 Waste disposal

1.4.1 An owner must not, and must ensure that the occupier of an owner's lot does not store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation.

1.4.2 An owner must or must ensure that the occupier of an owner's lot will:

- (a) keep all garbage and refuse within the owner's lot in tidily secured containers;
- (b) place all garbage and refuse within the rubbish chute (where one is provided);
- (c) ensure that all garbage of a wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped; and
- (d) ensure all cardboard boxes and packaging are broken down and neatly packed with other recyclable items in the area designated for such by the Owners Corporation.
- (e) ensure no hard waste is stored or kept in any common area including bin areas of the building and all hard waste material are removed promptly by the lot owner or occupier at their own expense.
- (f) ensure that no explosives or dangerous goods are disposed down the rubbish chute or any part of the common area including the bin area.

2 Management and Administration

2.1 Caretaker

2.1.1 The Owners Corporation will contract a Caretaker for the development to supervise service providers and attend to certain duties on the development.

2.1.2 All faults, breakages, security, cleanliness, repair and maintenance issues of which a lot owner or occupier becomes area must be reported to the Caretaker.

2.1.3 Lot owners and occupiers must comply with all reasonable directions of the Caretaker whilst on or adjacent to the common property.

2.1.4 The Caretaker may only perform the Caretaker's duties from the lot which is designated as the Caretaker's lot in the agreement appointing the Caretaker if performed from premises within the development.

2.2 Letting Agent

2.2.1 The Owners Corporation will enter into an agreement to appoint a letting agent to the building to provide on-site letting services for units in the building. The letting agent may also be the Caretaker. Lot owners may engage the letting agent directly for such letting services, but otherwise will not be required to pay for the letting agent's services.

2.3 Building Manager

2.3.1 The Owners Corporation may enter into an agreement with a Building Manager to manage the operation of the Owners Corporation. The Building Manager may also be the Caretaker.

2.4 Delegation

2.4.1 The Owners Corporation may delegate to the Caretaker or the Building Manager or a combination of them the authority to act on its behalf in the taking of any action or the authorisation or approval of anything necessary under these Rules.

2.5 Repair and maintenance of common property and services

2.5.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, an owner or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:

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

2.6 Metering of services and apportioning of costs of services

2.6.1 The Owners Corporation will enter into an agreement with a service provider to provide services to all owners and occupiers in relation to which the following rules apply:

- (a) All owners and occupiers must comply with such terms of the agreement between the Owners Corporation and the Service Provider of which they are informed.

- (b) Owners will pay to the Owners Corporation the base rate for the supply of the service provider's services monthly in advance, the amount of which will be in accordance with the agreement with the service provider and which will vary during the term of the contract.
- (c) If owners or occupiers use any services provided by the service provider for which there is an additional charge, they will pay for such services to the service provider when due.
- (d) Owners and occupiers must not damage, alter, deface or otherwise interfere with any equipment provided by the service provider in providing the services, whether for the sole use of the owner or their occupier or for the whole or part of the development.
- (e) Owners and occupiers must not use any equipment or services provided by the service provider or the Owners Corporation for any illegal or immoral purpose.
- (f) Owners and occupiers must use the services provided by the service provider only in accordance with their intended purpose and not for any commercial profit or gain.

3 Use of Common Property

3.1 Use of common property

- 3.1.1** An owner must not, and must ensure that the occupier of an owner's lot does not:
- (a) use the common property or the common facilities or permit the common property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent its lawful use and enjoyment by other owners or occupants of lots or their families or visitors;
 - (b) use or permit the common property or the common facilities to be used for any purpose other than that for which they were designed;
 - (c) do or suffer to be done in or upon the common property or the common facilities any act, matter or thing that may render any insurance in respect of the building void or voidable or by reason of which the rate or premium of any such insurance may be liable to be increased;
 - (d) obstruct the lawful use of common property by any person;
 - (e) keep any animal on the common property or common facilities after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance, provided that this Rule does not apply to an animal that assists a person with an impairment or disability;

- (f) feed birds or animals from window sills, balconies or terrace garden of any lot or common property.
- (g) fail to clean up after any animal debris or make good any damages caused to common property by the animal.
- (h) enter or exit the building while accompanying an animal through the front foyer.
- (i) obstruct any stairway, access point, fire stair or any other element of the common property.

3.2 Use of Lifts

3.2.1 An owner must not, and must ensure that the occupier or their invites of an owners lots does not:

- (a) use the lifts for any other purpose other than for the purpose of gaining access to their lots or common facilities and use it in accordance with any operating instructions of the lift supplier and regulations made by the Owners Corporation with respect to the use of the lifts.
- (b) use the lifts in any way as to interfere with any other Members or Occupiers use thereof.
- (c) hold the lift doors open and/or prevent the doors of the lift from closing for any lengthy periods of time so as to interfere with the normal operation of or the other members or occupiers use of the lifts.
- (d) press the alarm or stop buttons except in an emergency situation.
- (e) press any button other than the one representing the floor or level that the lift is required to stop at.
- (f) without the consent of the Owners Corporation or Building Manager use the lifts for delivery or removal of goods except between 9.00am and 5.00pm on business days or at any time without using lift covers.

3.3 Use of equipment, services and amenities on common property

3.3.1 An owner must or must ensure that the occupier of an owner's lot will use the common facilities strictly in accordance with the regulations governing such use which shall be made by the Owner's Corporation from time to time.

3.3.2 An owner or occupier of a lot must not, without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

- 3.3.3** An owner or occupier of a lot must not, without written authority of the Owners Corporation or its Building Manager, interfere with the operation of any equipment installed on the common property.
- 3.3.4** An owner or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.
- 3.3.5** An owner or occupier of a lot must not install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the fire regulations i.e. being fire retardant and of a colour approved by the Owners Corporation.
- 3.3.6** An owner or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation.
- 3.3.7** An owner or occupier of a lot must not place any furniture or item whatsoever on common property or within lift lobbies.
- 3.3.8** An owner or occupier of a lot must not use the pool area or other common facilities other than in accordance with any rules for the use of those facilities including:
- (a) All invitees and guests must be accompanied by an owner or occupier at all times;
 - (b) All owners, occupiers and their invitees and guests must at all time act with caution and not act so as to interfere with the use and enjoyment of the common facilities by others;
 - (c) All owners, occupiers and their invitees and guests must at all times act in accordance with the reasonable directions of the Building Manager;
 - (d) The Building Manager may implement systems for the control of the common facilities if their use is congested;
 - (e) No glass receptacles of any nature are permitted in or adjacent to the pool area;
 - (f) Consumption of alcohol or smoking is not permitted in or adjacent to the pool area;
 - (g) No owners, occupiers and their invitees and guests may interfere with any operating system for the common facilities;
 - (h) Use of the common facilities is at the risk of the user and the Owners Corporation and Building Manager are not liable for same.
 - (i) Adhere to access hours for all common facilities; roof top access between the hours of 9am – 10pm, swimming pool and gym facilities access hours between the hours of 5am – 10pm.

- (j) Owners or occupiers of a lot must reimburse the Owners Corporation for any cleaning expense or rectify any damages caused to the common area or facilities caused by their actions or by their guest or invitees.

3.4 Vehicles and parking on common property

- 3.4.1** Parking on site is restricted to those residents who have been allocated a designated car parking lot.
- 3.4.2** An owner or occupier must only use their allocated car park and must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the Owners Corporation.
- 3.4.3** The visitors' car park may only be used by visitors.
- 3.4.4** An owner must not, and must ensure that the occupier of an owner's lot does not:
 - (a) assign, sub-let or grant any licence to any person to use such car park without the consent in writing of the Owners Corporation;
 - (b) use or permit to be used any part of the owner's car parks for the purposes of storage;
 - (c) except in the case of an emergency, park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a car park or in any place other than in a parking area specified for such purpose by the Owners Corporation.

3.5 Drying of laundry on common property or external or visible areas of lots

- 3.5.1** An owner must not and must ensure that the occupier of an owner's lot does not hang any clothes or other articles from or on the outside of an owner's lot or the common property or on or from any balcony, porch, entrance or landing of an owner's lot or the common property.

3.6 Damage to common property

- 3.6.1** An owners or occupier of a lot must not damage or alter the common property or a structure that forms part of the common property.
- 3.6.2** An owner or occupier of a lot must not install any awning, screen, sign or barrier on the exterior of a lot or any part of the common property without prior approval in writing from the Owners Corporation which may specify the terms and conditions upon which such approval is granted.
- 3.6.3** The owner or occupier of a lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that owner or occupier or their respective tenants, licensees, employees or invitees.

3.7 Notification of defects

3.7.1 An owner or occupier of a lot must promptly notify the Owner Corporation or its Building Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

4 Lots

4.1 Change of use of lots

4.1.1 An owner or occupier of a lot must not without prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

4.2 External appearance of lots

4.2.1 Generally

- (a) An owner must not and must ensure that the occupier of an owner's lot does not:
- (i) permit or display any advertising material, logos, signwriting to any external window or glazing or external solid face of a lot without the written consent of the Owners Corporation;
 - (ii) allow any balcony or open area forming part of a lot to become unkept, or unsightly;
 - (iii) display any placard, advertisement or sign in or upon the owner's lot or upon the common property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent and subject to any requirements of the City of Melbourne;
 - (iv) permit any signage advertising a lot for sale or lease;
 - (v) allow any balcony, terrace or garden area which forms part of any lot to become unkept, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other owners and occupiers occurs;
 - (vi) install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the building;
 - (vii) install any airconditioning unit in a lot other than in a place nominated by the Owners Corporation; and

- (viii) install any pipes, wiring, cables or the like to the external face of the building.

4.2.2 Signs, blinds and awnings

- (a) An owner or occupier of a lot must not without the prior written consent of the Owners Corporation:
 - (i) install or permit the installation of any external awnings or blinds or other similar devices;
 - (ii) install any curtains, blinds or other window furnishing on the interiors of any windows forming part of any lot which are visible from outside the lot; and
 - (iii) maintain anything inside the lot visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the building.

4.2.3 Window tinting

- (a) An owner or occupier of a lot must not allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics.

4.2.4 Paint, finishes, etc

- (a) An owner or occupier of a lot must not paint, finish or otherwise alter the external façade of any building or improvement forming part of the common property or their lot.

4.3 Requiring notice to the owners corporation of renovations to lots

4.3.1 An owner of a lot must not undertake any building works within or about or relating to a lot except in accordance with the following requirements:

- (a) such building works may only be undertaken after all requisite permits, approval and written consent under all relevant laws, including the consent of the Owners Corporation, have been obtained and copies given to the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
- (b) the owner of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimize any nuisance, annoyance, disturbance and inconvenience from building operations to other owners;

4.3.2 The owner of a lot must not proceed with any such works until the owner:

- (a) submits to the Owners Corporation plans and specification of any works proposed by the owner which affect the external appearance of the building or any of the common property, or which affect the building structure or services or the fire or acoustic ratings of any component of the building;
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the building, do not endanger the building and the individual floors;
- (c) receives written approval for those works from the Owners Corporation such approval not be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation to consider such plans and specifications) be paid by the owner and such approval shall not be effective until such costs have been paid; and
- (d) pays such reasonable costs to the Owners Corporation.

4.3.3 The owner of a lot must ensure that the owner and the owner's servants agents and contractors undertaking such works comply with directions of the Owners Corporation concerning 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 building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation given written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and services therein.

4.3.4 The owner of a lot shall immediately make good all damage to the common property which was caused by such works and if the owner fails to immediately do so the Owners Corporation may in its absolute discretion (or if the owner fails to do so within a reasonable period of time) make good the damage and in such event, the owner shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage.

4.4 Times within which work on lots can be carried out

4.4.1 An owner must not, and must ensure that the occupier of an owner's lot does not:

- (a) use hammer drills or jack hammers in a lot between the hours of 2pm and 10am on weekdays or on weekends at all;

- (b) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of 10:00pm and 8:00am.
- (c) Use washing machines, vacuum cleaners, tumble dryers and dishwashers between the hours of 10:00pm and 8:00am.

4.5 Commercial areas

4.5.1 Without limiting any other Rule, the owner or occupier of any lot used for commercial purposes must, if required:

- (a) take out its own bins on each garbage collection day and bring in before 9:00am on each collection day Monday to Sunday and before 10:00am on Sundays;
- (b) avoid unnecessary noise when filling bins and ensure contractors provide regular pick up;
- (c) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- (d) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- (e) store all bins within designated commercial area and must not store bins or leave garbage on common property;
- (f) complies with all health, noise and other regulations in carrying on the business from the lot;
- (g) not carry on the business (nor allow access to the lot for cleaning) outside the hours of 7:00am and 11:00pm unless otherwise entitled to as a matter of law or a relevant planning permit issued by the responsible authority;
- (h) properly filter all vapour to ensure that all oil particles are removed prior to exhausting so the filtered area contains no residual burnt or cooked oil smell to the surrounding lots and common areas.

4.5.2 Nothing herein shall prevent or prohibit any commercial lot from carrying on its reasonable business operation and to apply for, and obtain, any Planning Permit, Liquor Licence, or any other Legislative consent or permit which the owner of any commercial lot may apply for. Provided that at all times the owner or occupier of any such commercial lot:

- (a) operates lawfully;
- (b) obtains each and every permit, Liquor Licence or other consent required; and
- (c) operates within the terms of any such Liquor Licence, permit or consent.

The Owners Corporation agrees not to do any such act, which may hinder or prevent such commercial lot from conducting its business.

- 4.5.3** The licensee of any retail area will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The licensee will be responsible for ensuring that these areas are kept in a pristine condition at all times.

5 Design, construction and landscaping

- 5.1** An owner or occupier of a lot must not install in a lot a safe or other item of mass greater than 250kg when full without the written consent of the Owners Corporation and before installing must submit to the Owners Corporation a structural engineering report in respect of the proposed installation.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

- 6.1.1** An owner or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- 6.1.2** An owner or occupier of a lot must not smoke in the stairwells, lifts, foyers and car park forming part of the common property or such other parts of the common property as the Owners Corporation or its Building Manager may designate from time to time.
- 6.1.3** An owner or occupier of a lot must not use or permit to be used in or on the common property, skateboards, roller skates or roller blades.
- 6.1.4** An owner or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property, including, without limitation, the pool area.
- 6.1.5** An owner or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies or in any part of the common property except for those areas specifically designated by the Owners Corporation for such disposal.

6.2 Noise and other nuisance control

- 6.2.1** An owner must not, and must ensure that the occupier of an owner's lot does not create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Cleaning of a lot

- 7.1** An owner or occupier of a lot must keep that lot clean and in good repair.
- 7.2** An owner or occupier of a lot must keep all balconies clean, tidy and well maintained.

7.3 An owner or occupier of a lot must ensure their car parking space(s) are free of oil etc. The Owners Corporation reserves its right to clean any area and charge the owner for the cost incurred.

7.4 An owner or occupier of a lot must ensure that no motor vehicles are washed within the car park or any part of the common property.

8 Moving of certain articles

8.1 An owner or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the Owners Corporation or its Building Manager in sufficient time to enable a representative of the Owners Corporation or the Building Manager to be present.

9 Storage of bicycles

9.1 An owner or occupier of a lot must not:

- (a) permit any bicycles to be stored other than in areas of the common property designated by the Owners Corporation or its Building Manager for such purposes and fitted with bicycle racks;
- (b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Building Manager from time to time.

10 Fire control

10.1 An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

10.2 An owner or occupier of a lot must ensure compliance with fire laws in respect of the lot.

11 False Alarms

11.1 An owner or occupier of the lot must pay any charges by any fire authority from a false alarm from the activation of a smoke detector in the owners lot or from a false alarm otherwise occasioned by the owner or occupier or by any other person for whom the owner or occupier could be held responsible.

12 Compliance with rules by invitees

12.1 An owner or occupier of a lot must take all reasonable steps to ensure the invitees of the owner or occupiers comply with these rules.

12.2 An owner of a lot, which is the subject of a lease or licence agreement, must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensees of the lot and any invitees of that lessee or licensee comply with these Rules.

12.3 Any contractor/tradesman may only use the lift lobby or other area specifically designated by the Owners Corporation for the entry and exit.

13 Compliance with laws

- 13.1** An owner or occupier of a lot must at the owner's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 13.2** An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other owner or occupier of a lot or their representative invitees.

14 Dispute resolution

- 14.1** The grievance procedure set out in this Rule applies to disputes involving lot owner, manager, or an occupier of the Owners Corporation.
- 14.2** The party making the complaint must prepare a written statement in the approved form.
- 14.3** If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 14.4** 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.
- 14.5** 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.
- 14.6** A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 14.7** 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 *Owners Corporations Act 2006*.
- 14.8** This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.
- 14.9** The costs and expenses incurred by the Owners Corporation arising out of any breach by a lot owner or an occupier of a lot, of an obligation imposed on that person under the *Owners Corporations Act 2006*, the *Owners Corporations Regulations 2007* or these Rules, including any costs and charges payable by the Owners Corporation to the Building Manager (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation) shall be due and payable as a debt due by the person in default or breach to the Owners Corporation. These Rules evidence the resolution of the Owners Corporation to recover such costs and expenses.

15 Definitions

In these Rules:

- 15.1** “Building Manager” means the company or individual for the time being appointed by the Owners Corporation as its manager.
- 15.2** “Caretaker” means the company or individual for the time being appointed by the Owners Corporation as its caretaker to assist the Owners Corporation to perform its functions in relation to the common property.
- 15.3** “Development” means the building or buildings and associated work which as been or will be carried out by the developer on the land comprised in the Plan of Subdivision.
- 15.4** “Lot” means a lot in the Plan of Subdivision.
- 15.5** “Owners Corporation” means Owners Corporation No.1, Plan of Subdivision No. PS636841E.
- 15.6** “Plan of Subdivision” means Plan of Subdivision No. PS636841E being the Plan of Subdivision to which the Owners Corporation relates.
- 15.7** The obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges prevail over these Rules in respect of the person or persons to whom they are given.