

ADDITIONAL RULES

'INDUSTRY LANE'

PENTRIDGE

**(BODY CORPORATE No. 5 ON PLAN
No. PS 501198H)**

**COMLAW
BARRISTERS & SOLICITORS
216 GLENHUNTLY ROAD
ELSTERNWICK VIC 3185
REF: CL:05:5:2633**

Additional Rules

In these Rules:

- (a) "Act" means the Subdivision Act 1988.
- (b) "Building" means all building constructed on the land known as Stage no. 5 of Plan of Subdivision Plan No. 501198H.
- (c) "Common Property" means all areas common to all residents on Stage No. 5 of Plan of Subdivision Plan no. PS 501198H.
- (d) "Development" means the development of the Common Property and buildings on Certificate of Title Volume 10639 Folio 710.
- (e) "Development Lot" means the land being developed on PS 501198H.
- (f) "Executive Director" means the person required to be employed in that position by Heritage Victoria pursuant to the Heritage Act 1995 and includes his successors and assigns.
- (g) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.
- (h) "Heritage Interpretation Device" means the devices located within Lot J on Plan of Subdivision 438597S identified in Schedule 2 of the Management Plan or such alternate devices that satisfy the requirements of the Heritage Interpretation Strategy to the satisfaction of the Moreland City Council.
- (i) "Heritage Interpretation Strategy" is the strategy prepared by Convergence Design and Boyce Pizzey Strategic and endorsed by the Moreland City Council on 24 March 2003.
- (j) "Land" means the whole of the land for Stage 5 as described in the Plan.
- (k) "Lot Owner" means the registered proprietor or proprietors for the time being of a Lot within Stage 5 of Plan of Subdivision PS 501198H.
- (l) "Lot J" means the land identified as Lot J on Plan of Subdivision 438597S and being Certificate of Title Volume 10639 Folio 710.
- (m) "Manager" means the Company appointed by the Body Corporate as its Manager. A reference to the Rules to the Body Corporate shall, where a Manager is appointed, be construed as a reference to that Manager unless the context otherwise requires.
- (n) "Management Plan" means the Management Plan endorsed by the Moreland City Council from time to time and includes:
 - (a) The Heritage Interpretation Strategy Management Plan endorsed by Council dated 24/3/03; and
 - (b) Publicly Accessible Open Space Management Plan endorsed by Council dated 21/1/05.

- (o) "Pentridge Piazza General Body Corporate Rules" means the Rules applicable to the Body Corporate created upon the subdivision of Stage 1 of Plan of Subdivision No PS 501198H.
- (p) "Plan" means Stage 5 of the Plan of Subdivision No. PS 501198H.
- (q) "Proprietor" means the Lot Owner.
- (r) "Resident Manager" means the person employed by the body corporate to manage the building and who resides in the building.
- (s) "Security Key" means a key, or other device used to open or close doors, gates, or locks in respect of a Lot or the Common Property.
- (t) "Staged Lot" means all the Staged Lots on the Plan including any future Staged Lots derived from the Plan.
- (u) "Town Planning Drawings" means the drawings prepared by CBG Architects Pty Ltd as endorsed by Council and forming part of the Industry Lane Permit
- (v) Unless the context otherwise requires:
 - a. Headings are for convenience only;
 - b. Words imparting the singular include the plural and vice versa;
 - c. An expression imparting a natural person includes any company, partnership, joint venture, association or other Body Corporate and any governmental authority; and
 - d. A reference to a thing includes part of that thing.
- (w) Any obligations and restrictions in these Rules is to be read subject to the rights, grants or privileges given or granted to any person or persons by the Body Corporate 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.
- (x) If any Rule or part thereof is found by a Court of a competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be struck down and shall have no further force and effect, HOWEVER all remaining Rules or part thereof capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

1. ACCESS TO LOTS

- 1.1 Except in the case of an emergency (in which case no notice is required). The Body Corporate or the Manager and/or their servants, agents and contractors upon two days notice shall be permitted access to the Lot to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot Owner in the event that the leakage or defect was due to the act or default of the Lot Owner, their invitees or agents). The Body Corporate shall ensure when exercising this right, that their servants, agents and employees cause as little inconvenience to the Lot Owner as is reasonable in the circumstances.

2. APPEARANCE OF A LOT

2.1 Without limiting any of these Rules, an Owner or Occupier of a Lot must not:

- (a) plant or cause to be planted on the Common Property or on any part of the exterior of the Lot any trees or shrubs;
- (b) alter or make any alteration (whether structural or otherwise) to the:-
 - i. external façade and courtyard of any building or improvement constructed on the Lot; or
 - ii. spoon drains and bluestone walls on the Lot or on the Common Property adjacent to the Lot.
- (c) allow any building or improvement on the Lot to be destroyed or substantially destroyed and not allow it to remain in that state.
- (d) allow any building or improvement to be constructed on the Lot unless it is in a style consistent with the buildings and improvements on the Lots on Stage 5 of Plan of Subdivision PS501198H and with the prior written consent of Heritage Victoria.
- (e) keep or cause to be kept on the Lot all bluestone walls, whether retaining or otherwise, spoon drains, courtyards, terraces, balconies or any part of the Lot free of any dust, weeds and other unsightly plant growth, rubbish, debris or building materials;
- (f) refuse access to any body corporate of Plan of Subdivision no. PS501198H or their agent or representative on the land hereby transferred or in any part of the Land to maintain, manage and inspect the bluestone walls and inspect the spoon drains;
- (g) permit or cause to be permitted any cleaning or paint removal to any historic building surface on the Lot by means of pressurized air or water using wet or dry grit or any other abrasive method;
- (h) permit or cause to be permitted any painting or other finish to be applied to previously unpainted historic surfaces of any building, structure or wall;
- (i) permit or cause to permit the installation of any air conditioning unit, condenser or apparatus for the purpose of heating or cooling on the balcony, terrace or roof of the building constructed on the Common Property or any part of the exterior of the Lot where the said items would be visible to the public from a common area to Plan in Subdivision no. PS501198H without the prior written consent of the Body Corporate;
- (j) without the prior written consent of the Body Corporate any works (whether building or otherwise) on the Lot which will cause the sound rating, fire rating or structural integrity of the building or improvement to be adversely affected;
- (k) keep or cause to be kept on any balcony, terrace, car park, storage area any satellite dish, any chemical, inflammable fluids, acids or other hazardous things or create fire hazards or any safety hazard any part of the Common Property or on any part of the Lot;
- (l) permit or cause to be permitted on the Common Property or any part of the Lot anything which might cause nuisance, damage or disturbance to an occupier or owner of any adjacent property or carry on any noxious or offensive activity on the Lot;

- (m) keep or cause to be kept on any balcony, terrace, car park, storage area, building or structure or any other part of the Common Property any vermin or pests;
- (n) permit or cause to permit the use of the car parking on a Lot or part of a Lot to be used for any other purpose other than for parking of vehicles of carriage;
- (o) without prior written consent of the Body Corporate permit or cause to permit the performance of any building works or fit out to be carried out on the Lot unless it is carried out within the building or structure on the Lot, and all building materials and building debris or rubbish are kept within the building or structure;
- (p) without the prior written consent of the Body Corporate keep or cause to be kept any animal, reptile or bird on any part of the Common Property or on any part of the Lot unless it is a dog (other than a pitbull terrier or any cross breed of that species), cat or budgerigar or canary and provided that there are not more than two at any one time and provided the land transferred is kept free of all dog and cat dung or bird droppings.
- (q) Hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any part of the Common Property or the exterior of the Lot so as to be visible to the public.
- (r) Without prior written consent of the Body Corporate maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot, is not in keeping with the rest of the Building.
- (s) Attach to or hang from the exterior of the Lot any aerial or any security device or wires without the written consent of the Body Corporate being first obtained.
- (t) Allow any glazed portions of the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will differ to that existing without first obtaining the prior written consent of the Body Corporate.
- (u) Install any television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building without the prior written consent of the Body Corporate.
- (v) Install any air conditioning unit in a Lot other than in a place nominated by the Body Corporate and without the prior written consent of the Body Corporate and only after having provided for any noise attenuation that may emanate from the said unit to the satisfaction of Council.
- (w) Install pipes, wiring, cables or the like to the external face of the Building.
- (x) construct or erect any enclosure or structure of any nature or description, including clothes lines, on a balcony, terrace or garden area being part of the Lot or any part of the yard of a Lot with a street frontage without the prior written consent of the Body Corporate.
- (y) Allow any balcony, terrace or garden area of any Lot to become un-kept, overgrown or unsightly.
- (z) Install screens, grilles, bars or other security devices to the exterior of windows or doors of a Lot without the prior written consent of the Body Corporate.
- (aa) Permit or cause to permit the water pipes that supply the toilet cisterns within the Lot to be disconnected from the existing pipes used to supply recycled water to the same without the prior written consent of the Body Corporate;
- (bb) interfere with or cause to be interfered with the flow of rain water on the roof of the buildings within the Land used to supply the water storage tanks within the Land or the water pipes from the water tanks to each of the Lots on the Land

- 3.14 must not enclose any storage areas without the prior written consent of the Body Corporate and provided any enclosure complies with relevant fire regulations.
- 3.13 must not modify any air conditioning, heating or ventilation system or associated ducted, or any other building service servicing that Lot unless otherwise authorised in writing by the Body Corporate.
- 3.12 must not interfere with the operation of any equipment installed on the Common Property, unless otherwise authorised in writing by the Body Corporate.
- 3.11 must not remove any article from the Common Property placed there by direction or authority of the Body Corporate without the prior written consent of the Body Corporate, and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 3.10 must not permit disposal of any rubbish including cigarette butts or cigarette ash or any other items on to the Common Property or over their balconies.
- 3.9 must not permit consumption of alcohol or the taking of glassware onto the Common Property.
- 3.8 must not use or permit to be used in or on the Common Property, skateboards, scooters, roller skates or roller blades.
- 3.7 must not smoke in the corridors, floor landings, foyers, lifts, stairwells, gymnasium and other recreational areas and carpark forming part of the Common Property or such other parts of the Common Property as the Manager or the Body Corporate may designate from time to time.
- 3.6 when on Common Property or on any part of a Lot visible from another Lot or from Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or to any person lawfully using Common Property.
- 3.5 must not make or permit to be made noise from music or machinery or other appliances which can be heard the Proprietor's or Occupier's Lot between the hours of midnight and 8:00 a.m.; or
- 3.4 must not without limiting Rule 3.1 make or permit any undue noise in the Common Property or about any Lot affected by the Body Corporate; or
- 3.3 must not without limiting Rule 3.1 use of machinery, hammer drills or jack hammers in a Lot between the hours of 4:00 p.m. and 8:00 a.m. on weekdays or between the hours of 2:00 p.m. and 9:00 a.m. on weekends; or
- 3.2 must not use the Common Property or permit the Common Property to be used in a manner so as to unreasonably interfere with or prevent its use by the Proprietor or Occupant of another Lot or of any person lawfully using Common Property by any person; or
- 3.1 must not create or permit any undue noise or behaviour in a manner likely to interfere with the quiet enjoyment of the Proprietor or Occupant of another Lot or of any person lawfully using Common Property; or

A Proprietor or Occupier of a Lot:

3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

- 3.15 must not use that part of a Lot designed for use as a car parking space for any other purpose other than a car parking space unless otherwise authorised by the Body Corporate in writing.
- 3.16 must not enter into or permit any person to enter into any plant room, or the waste disposal room, electricity switch room or any other room housing machinery.
- 3.17 must not adjust or cause to adjust any thermostat, board control, communication system (except telephone connections) electricity, gas or heating or cooling controls in or on the Common Property unless otherwise authorised in writing by the Body Corporate.
- 3.18 must not operate or permit to be operated in or about the Lot any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building.
- 3.19 must have the water pipes that supply the toilet cisterns within a Lot connected to pipes used to supply recycled water from the water storage tanks used and maintained for that purpose.
- 3.20 Must not damage or remove or otherwise interfere with landscaping, plants and fauna or equipment contained in the landscaping planter boxes belonging to the Pentridge Piazza Body Corporate.

4. BODY CORPORATE CERTIFICATE

Any application to the Body Corporate for a Body Corporate Certificate is to be made in writing, and accompanied by the appropriate fee per Common Property. On receipt of the application and the appropriate fee, the Body Corporate must issue a Certificate in the form of a Form 3. The appropriate fee is that fixed by the Body Corporate from time to time and until otherwise fixed is \$55.00.

5. BUILDING WORKS

- 5.1 The Proprietor or Occupier of a Lot must not commence or proceed with any building works until;
 - 5.1.1 plans and specifications of any building works proposed which relates to the external appearance of the Building or any of the Common Property, or which relates to the Building structure or services or the fire or acoustic ratings of any part of the Building are submitted to the Body Corporate; and
 - 5.1.2 such further particulars of those proposed building works as the Body Corporate may request are supplied and sufficient to enable the Body Corporate or its consultants to be satisfied that the proposed works accord with the reasonable aesthetic and orderly development of the total Building, and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - 5.1.3 written approval for the building is received from the Body Corporate, such approval is not to be unreasonably withheld but which may be given subject to conditions including that the reasonable costs of the Body Corporate (which cost may include the costs of a building practitioner and/or consultants engaged by the Body Corporate to consider such plans and specifications) are borne and paid by the Proprietor or Occupier. Approval shall not be effective until such costs have been paid;
 - 5.1.4 pays such reasonable costs to the Body Corporate including its consultants in considering the proposed building works; and

- 5.1.5 a Bond (if required) as determined by the Body Corporate;
 - 5.1.6 during the period of the building works, contractor's All Risk & Public Liability Insurance, Public Liability Insurance and any other insurance policies by the Proprietor or Occupier to the satisfaction of the Body Corporate are obtained and maintained, during that period and which notes the Body Corporate as an interested party; and
 - 5.1.7 a copy of the policies and certificates of currency in respect of the policies are delivered to the Body Corporate.
- 5.2 Notwithstanding anything herein contained a Proprietor or Occupier of a Lot must not undertake any building works within or about or relating to a Lot unless:
- 5.2.1 the building works are undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained ("the conditions");
 - 5.2.2 the Body Corporate or Manager is provided with copies of such permits;
 - 5.2.3 the building works are performed in accordance with the Conditions; and
 - 5.2.4 at all times such works are undertaken in a reasonable manner so as to minimize any nuisance, annoyance, disturbance or inconvenience to other Proprietors or Occupiers.
- 5.3 The Proprietor or Occupier or their servants, agents and contractors undertaking building works, must:-
- 5.3.1 comply with any proper and reasonable directions given by the Body Corporate relating to the method of building operations, means of access, use of the Common Property, on-site management and building protection hours of work;
 - 5.3.2 comply with the requirements of the fit out manual published by the Body Corporate and as amended from time to time;
 - 5.3.3 give uninterrupted access to the Body Corporate or its agent to the Lot at which the building works are conducted at any time and during the construction of the Building Works;
 - 5.3.4 not compromise the acoustic rating or fire ratings of boundary walls or common walls to one Lot with another and do all things necessary and follow any directions given by the Body Corporate or its agent to give effect to the same;
 - 5.3.5 not do any such building works between the hours of 4:00 p.m. to 8:00 a.m. on weekdays and 2:00 p.m. to 9:00 am on Saturdays and not at any time on a Sunday or public holiday;
 - 5.3.6 only permit or cause to permit the delivery and unloading of building materials to a Lot between the hours 8:00 am to 3.30 pm on any weekday and not at any time on a weekend or public holiday;
 - 5.3.7 not permit or cause to permit any delivery vehicle to enter the common property before 8:00 a.m. on any day and must require that delivery vehicle to leave the common property by no later than 4:00 p.m. on a weekday and 2:00 p.m. on a Saturday.
- 5.4 The main building entrance, stairwells, corridors, floor landings, foyers, lifts and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot, unless the Body Corporate gives its prior written consent to do so.
- 5.5 Notwithstanding anything herein contained and in addition to any other obligation the Proprietor or occupier and the Proprietor's or Occupier's servants, agents and contractors must when undertaking the building works observe the following:-
- 5.5.1 all building materials must not be stacked or stored outside the Building;

- and
- 5.5.2 all scaffolding must not be erected on the Common Property or the exterior of the Building without the prior written consent of the Body Corporate; and
 - 5.5.3 all construction work must comply with all laws relevant to the Building works;
 - 5.5.4 all the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
 - 5.5.5 all construction vehicles and construction workers' vehicles must not be brought into, or parked in or on the Common Property without the prior written consent of the Body Corporate.
- 5.6 The Proprietor or Occupier of a Lot:
- 5.6.1 shall make good all damage to and dirtying of, the Building, the Common Property, the services thereto or therein or any fixtures fittings or finishes thereof or therein caused by the Proprietor or Occupier or their agents carrying out the building works. Should the Proprietor or Occupier not make good the damage or dirtying to the building, the Body Corporate may in its absolute discretion make good the damage and dirtying and in that event the Proprietor and/or Occupier of that Lot shall indemnify and keep indemnified the Body Corporate against any costs or liabilities incurred by the Body Corporate in so making good the damage or dirtying.
 - 5.6.2 In the event that the cause of the damage or dirtying to the building is not able to be determined by the Body Corporate then the following shall apply:
 - 5.6.2.1 The Member of Lots 501 to 516 (the Bootery and Tailor's Mews Building) shall pay to the Body Corporate a proportion of such expenses and charges incurred in making good the damage to or dirtying to the building for these Lots, on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots referred to in this sub rule and by no other reference;
 - 5.6.2.2 The Member of Lots 529 to 549 (the Carpentry Lofts Building) shall pay to the Body Corporate a proportion of such expenses and charges incurred in making good the damage to or dirtying to the building for these Lots, on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots referred to in this sub rule and by no other reference;
 - 5.6.2.3 The Member of Lots 550 to 552 (the Boiler Room Building) shall pay to the Body Corporate a proportion of such expenses and charges incurred in making good the damage to or dirtying to the building for these Lots, on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots referred to in this sub rule and by no other reference;
 - 5.6.2.4 The Member of Lots 553 to 570 (the Woolen Mill Building) shall pay to the Body Corporate a proportion of such expenses and charges incurred in making good the damage to or dirtying to the building for these Lots, on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots referred to in this sub rule and by no other reference;
 - 5.6.3 Rule 5.6.2 only applies to fit out works or building works performed by a member of a Lot referred to in clause 5.6.2 during the construction of that fit out or building works.
 - 5.6.4 must forthwith make good any damage occasioned to the Building or the Common Property, the services thereof and or fixtures, fittings and finishes resulting from the building works or reimburse the Body Corporate the cost incurred or to be incurred by the Body Corporate in making good

- any such damage.
- 5.6.5 shall not employ contractors to carry out work or any services to the Building or the Lot, other than contractors approved by the Body Corporate, save that Harry One Pty Ltd and/or Luciano One Pty Ltd are not required to obtain such approval for the purpose of carrying out defects liability works.
- 5.6.6 Must not permit or cause to permit any person to enter into occupation of the building and the Lot unless a Certificate of Occupancy has first been obtained from a registered Building Surveyor and a copy provided to the Body Corporate. This sub rule only applies to a Lot whose building is a warehouse shell and being fitted out by the owner of the Lot immediately upon the subdivision of the Land.
- 5.7 Notwithstanding anything contained in the Rules, a Proprietor of one or any of the following Lots of the Plan namely lots 501, 502, 503, 505, 506, 507, 508, 509, 510, 511 and 512 on the Plan, has the Irrevocable right, subject to complying with Rules 5.1 to 5.6, to construct a balcony within the east side of the roof above that lot that accords with the Town Planning Drawings.
- 5.8 Notwithstanding anything contained in the Rules, a Proprietor of one or any of the following Lots of the Plan namely lots 501, 502, 503, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569 and 570 on the Plan has the irrevocable right, subject to complying with Rules 5.1 to 5.6, to construct a roof skylight window of a type similar in design, size and shape as the Velux roof window and which accords with the Town Planning Drawings.
- 5.9 Notwithstanding anything contained in the Rules, a Proprietor of one or any of the following Lots of the Plan namely lots 501, 505, 506, 510, 511, 513, 514, 515, 516, 550, 551, 552, 553, 562, 563, 565, 566 and 570 on the Plan has the irrevocable right, subject to complying with Rules 5.1 to 5.6, to use the solid brick walls of the Body Corporate on the common boundary of that Lot for the purpose of constructing or supporting the first floor within the building to that Lot. The Proprietors of Lots 505 and 506 shall not have the benefit of this Rule in so far as it relates to the plaster partition walls above the ground level brick walls which are not structural in nature on those Lots.
- 5.10 For the purpose of this Rule "Building Works" means building works and includes and is not limited to the fit out of Lots sold as warehouse shells, painting, landscaping, rubbish removal, site cleaning, fencing, protection works and any other related activity.
- 6. CARPARKING SPACES**
- A Proprietor or Occupier of a Lot must not:
- 6.1 use a car space for any purpose other than for parking of vehicles;
- 6.2 store any item in car spaces in the carpark – restricted for parking of vehicles only.
- 6.3 In any way obstruct any of the access aisles in the carpark.
- 6.4 leave or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a Lot, or in any place other than in a parking area specified by the Body Corporate.
- 6.5 park or permit to be parked any vehicle, trailer or motorcycle other than within parking spaces designated by the Body Corporate and the Body Corporate

- 8.5 A Proprietor or occupant who has caused the damage of the type referred to in Rule 8.4 or whose agent or invitee has caused the damage must make good any damage occasioned by that conduct.
- 8.4 A Proprietor or Occupant of a Lot or their agents or invitees shall not paint or the like, deface or damage any road, carriage way, right of way, easement to the Land.
- 8.3 A Proprietor or Occupier of a Lot hereby agrees to indemnify and indemnifies the Body Corporate in respect of any damage to the Common Property or personal property vested in the Body Corporate caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.
- 8.2 A Proprietor or Occupier must notify the Body Corporate Manager or Manager of any damage to the Common Property or any personal property vested in the Body Corporate upon becoming aware of the damage or defect.
- 8.1.3 A Proprietor or Occupier must be approved by the Body Corporate. break any fire regulations by installing unapproved dead locks or peep holes that may have the effect of voiding the Body Corporate's insurance policy. Any additional security device(s) installed post completion must be approved by the Body Corporate.
- 8.1.1 paint or the like;
- 8.1.2 damage or deface;
- 8.1 Proprietor or Occupier of a Lot shall not:
 - 8 any structure that forms part of the Common Property without the prior written approval from the Body Corporate.
- 8 DAMAGE TO COMMON PROPERTY, ROADWAYS AND WALKWAYS
 - 7.4.1 The Body Corporate resolved to keep clean the glass or specified part of the glass clean; or
 - 7.4.2 That glass cannot be accessed safely.
- 7.4 keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot including so much as is Common Property, unless:
 - 7.3 ensure their car parking space(s) and nearby Common Property areas are free of oil and like substances. The Body Corporate has the right and may exercise its right to clean any area and charge the Proprietor or Occupier for the cost incurred in doing so. The Body Corporate will give seven (7) days notice of its intention to do such cleaning.
 - 7.2 and well maintained.
 - 7.1 keep that Lot clean and in good repair;
- 7 A Proprietor or Occupier of a Lot must:
 - 7 CLEANING OF A LOT
 - 8.7 permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or their Lot and must reimburse the Body Corporate for the cost of cleaning and removing any oil to any part of the Common Property.
 - 8.6 permanent parking is not permitted in visitor's spaces;
- reserves the right to remove offending vehicles, trailers or motor cycles.

- 8.6 A proprietor or occupant referred to in Rule 8.5 must reimburse the Body Corporate for any costs or expenses incurred by the Body Corporate in making good the damage referred to in clause 8.4.

9 COMMON PROPERTY – RESTRICTED USE OF

- 9.1 The Body Corporate may take whatever steps are necessary so as to keep the Common Property safe and secure and the Lots affected by the Body Corporate free from fire or other hazards. Without limitation the Body Corporate may in its absolute discretion:

- 9.1.1 close part of the Common Property or required for access to a Lot on a temporary, permanent or other basis restrict access to or use by a Proprietor or Occupiers, of any part of the Common Property;
- 9.1.2 permit any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other Lots at the exclusion of any Proprietor or Occupant;
- 9.1.3 restrict the access of Proprietors or Occupiers by means of key or other security device to the Common Area;
- 9.1.4 cancel any security card or key issued where a Proprietor is in arrears in payment of Body Corporate Levies in excess of 2 quarters.

- 9.2 Any Proprietor or Occupant of a Lot shall abide by the actions taken by the Body Corporate pursuant to this Rule.

10 COMMON PROPERTY – SECURITY OF

A Proprietor or Occupier of Lot must not do anything, which may or will prejudice the security or safety of the Common Property including and not limited to allowing any person to follow them through security doors or the car park to the property.

11 COMMON PROPERTY – USE OF

A Proprietor or Occupier of a Lot must not:

- 11.1 use or permit a Lot to be used for any purpose which may be illegal or may cause a nuisance or hazard to any other Member or Occupier of any Lot or visitors of any such Member or Occupier including the public or the Member's or Occupier's family.
- 11.2 use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with or prevent its use by other Proprietors or Occupiers of Lots or their families or visitors.
- 11.3 use or permit a Lot or the Common Area to be used for any purpose that may be harmful or injurious to the reputation or completion of the Development.

12 COMPENSATION TO BODY CORPORATE

The Proprietor and/or Occupier of a Lot each jointly and severally shall compensate the Body Corporate in respect of any damage to the Common Property or personal property vested in the Body Corporate caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

13 COMPLAINTS

Any complaint to the Body Corporate must be in writing and addressed to the Manager and where there is not Manager, the secretary of the Body Corporate.

14 COMPLIANCE WITH RULES BY TENANT, LICENCEE, INVITEES.

- 14.1 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure the tenant of the Lot Licensee or invitee of the Proprietor or Occupier comply with these Rules.
- 14.2 A Proprietor of a Lot who leases or licenses the use of a lot must include a condition of the lease or licence an obligation under the lease or licence agreement that the lessee or licensee of the Lot and any invitees of that lessee or licensee are required to comply with these Rules.

15 COMPLIANCE WITH LAWS

A Proprietor or Occupier of Lot:

- 15.1 must promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority, such compliance is at the Proprietor's expense;
- 15.2 must not use or permit the Lot or a Lot affected by the Body Corporate to be used for any purpose that may be illegal or which may cause a nuisance or hazard to any other Proprietor or Occupier of a Lot or their representative invitees;
- 15.3 grant to the Body Corporate the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property, and the cleaning of the outside of the windows and the external façade of the Common Property.
- 15.4 not use or permit the Lot or a Lot affected by the Body Corporate to be used for any purpose that may be harmful or injurious to the reputation of the Development.

16 CONDUCT OF MEETINGS

Save as provided for herein the conduct of meetings of the Body Corporate are to be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

17 CONSENT OF BODY CORPORATE

- 17.1 A consent given by the Body Corporate under these Rules:
- 17.1.1 is revocable; and
- 17.1.2 may be given subject to conditions, including, without limitation, a condition evidenced by a minute of a resolution.
- 17.2 The Proprietor or Occupier for the time being of the Lot to which the consent or approval relates must comply with the terms of the consent.

18 DEVELOPER

Without limiting Rule 1.1 and notwithstanding anything to the contrary herein contained;

- 18.1 so long as Harry One Pty Ltd or Luciano One Pty Ltd is a member or Occupier and is an owner of a Lot or Stage Lot or the Development and so long as any mortgagee or chargee of Harry One Pty Ltd and Luciano One Pty Ltd has an interest in any part of Lot J of Plan of Subdivision No. PS 438597S then these Rules shall not apply to or be enforceable against Harry One Pty Ltd and Luciano One Pty Ltd or its mortgagee or chargee where to do so would prevent,

hinder, obstruct or in any way interfere with any works of any nature or description that Harry One Pty Ltd and Luciano One Pty Ltd their servant, agents and contractors their mortgagee or chargee may be engaged in or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Plan or in Development.

- 18.2 Harry One Pty Ltd and Luciano One Pty Ltd (including the successors, assigns mortgagee or chargee ("the Developer")) shall be and are by this Rule in relation to the completion of the Development, authorised by the Body Corporate to:
- 18.2.1 Erect any barriers, fences, hoardings, signs as the Developer deems necessary to facilitate any works to be carried out in relation to the Development;
 - 18.2.2 Notwithstanding anything herein contained take exclusive and sole possession of any parts of the Common Property as the Developer may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
 - 18.2.3 Exclude all and any Proprietors or Occupiers or their agents or invitees from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
 - 18.2.4 Erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
 - 18.2.5 Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer deems fit;
 - 18.2.6 Limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the project; and
 - 18.2.7 Use whatever access is required to the Development as necessary to carry out any works and to block for whatever period as is necessary access to the Development in order to carry out any works.
- 18.3 Upon written request by Harry One Pty Ltd or Luciano One Pty Ltd or its mortgagee or chargee the Body Corporate shall sign whatever consents authorities permits or other such documents as may be required to enable Harry One Pty Ltd and Luciano One Pty Ltd or its mortgagee or chargee to complete the Development.
- 18.4 This Rule 18 may not be varied, altered or deleted by the members of this body corporate unless the prior written consent of Harry One Pty Ltd and Luciano One Pty Ltd is first obtained to do so.

19 FIRE CONTROL

A Proprietor or Occupier of a Lot must:

- 19.1 not use or interfere with any fire safety equipment except in the case of an emergency or obstruct any fire stairs or fire escape;
- 19.2 not allow the fire safety equipment including smoke detectors as installed in respect to their Lot to become non-operation;
- 19.3 ensure compliance with all statutory and other requirements relating to fire safety in respect of their Lot and smoke detectors installed are properly maintained and tested monthly;
- 19.4 Smoke in the corridors, floor landing, foyer, lifts, stairwells and car park or such other parts of the Common Property as the Body Corporate or its Manager may designate from time to time;

- 19.5 only open windows to allow smoke to escape in non dangerous situations such as burnt food;
- 19.6 not open an internal door to a corridor being part of the Common Property whilst having steam cleaning or dry cleaning of carpet within their being undertaken;
- 19.7 use fire hoses or any fire extinguishers except in an emergency;
- 19.8 leave open the entry door to their Lot whilst having building works undertaken without the prior written consent of the Body Corporate;
- 19.9 the Proprietor or Occupier responsible for a false alarm call out to be made by the Fire Brigade must pay the associated costs incurred by the Fire Brigade or the Body Corporate.

20 INFECTIOUS DISEASES

A Proprietor or Occupant carrying any infectious disease which may require notification by law (whether by statute or otherwise) shall give, written notice thereof and any other information which may be required to the Manager and shall pay the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease, incurred by the Body Corporate or any other member.

21 INSURANCE PREMIUM

- 21.1 A Proprietor or Occupier of a Lot must not do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Body Corporate. In the event that the insurance policy is invalidated, suspended, or increased, then that Proprietor and Occupier jointly and severally indemnify the Body Corporate for any loss and damage suffered as a consequence thereof.
- 21.2 A Lot Owner of any Lot, that after the subdivision of the Land, carries out building work or improvements to that Lot shall immediately notify the Body Corporate in writing of the value of the improvements or building works and shall pay to the Body Corporate such additional insurance premium charged to the Body Corporate in obtaining adequate cover for the Building, fixtures and fittings on that Lot.
- 21.3 The Lot Owner who fails to comply with clause 21.2
 - 21.3.1 shall indemnify the Body Corporate for any loss or damage suffered resulting from the Building, fixtures and fittings being underinsured;
 - 21.3.2 shall make good the loss or costs incurred by the Body Corporate not recovered from the insurer under any policy of insurance; and
 - 21.3.3 is not entitled to claim from the Body Corporate or require the Body Corporate to effect the reinstatement of the building, fixtures and fittings or liable to do so.

22 MOVING OF CHATTELS AND THINGS

A Proprietor or Occupier of a Lot:

- 22.1 must not move any article (including furniture and/or goods) likely to cause damage or obstruction through Common Property without the Body Corporate or its Manager's prior written consent;
- 22.2 may only move an article (including furniture and/or goods) likely to cause

The Body Corporate will charge penalty interest of 2% per annum higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on any moneys owed to it by any Proprietor or Occupier.

25 PENALTY INTEREST

24.2.1 does not urinate or defecate on common property including internal courtyards and landscaped garden area;
24.2.2 is restrained and on a leash at all times whilst on common property.

24.1 must not keep any animal upon the Common Property after being given notice by the Body Corporate to remove such animal;

A Proprietor or Occupier of a Lot:

24 PETS AND ANIMALS

A Proprietor or Occupier of a Lot must not paint, finish or otherwise alter the external facade of any Building or improvement forming part of the Common Property or their Lot.

23 PAINTING, FINISHING, ETC.

22.9 must reimburse the Body Corporate for any cost or expense incurred by the Body Corporate in making good any damage referred to in clause 22.8.

22.8 must forthwith make good any damage occasioned to the Building or the Common Property of Body Corporate No. 1 or this Body Corporate or any other body corporate by the movement, delivery or removal of any good, chattels, thing or furniture of the Lot Owner or occupier;

22.7 must direct any person effecting a delivery of goods, things or furniture to their Lot not use any vehicle, trailer or machinery in a manner which will or may cause damage to another Lot Owner or occupier, or the Common Property;

22.6 must not, and their agents, or appointed removalists must not interfere with the use and enjoyment of other Lot Owners and occupiers of their Lot or Common Property;

22.5 must not leave any rubbish or waste arising from moving of furniture and/or goods in the common property;

22.4 must not move articles, furniture and/or goods in and out of the Building and the Common area without prior arrangement with the Body Corporate and only during the hours permitted by the Body Corporate which are until otherwise determined by the Body Corporate shall be Monday to Friday 8.00AM to 5.00PM, Saturday 9.00AM to 2.00PM and not on Sundays and not on public holidays;

22.3 may only move articles (including furniture and/or goods) through the area specifically designated by the Body Corporate from time to time;

damage or obstruction through Common Property in accordance with directions given by the Body Corporate;

26 RECOVERY OF BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS

The Member shall pay on demand by the Body Corporate all legal costs on a full indemnity basis which the Body Corporate pays, incurs or expends as a result of remedying any default by the Member in the performance or observance of any term, covenant or condition contained in these Rules including but not limited to Body Corporate contribution fees.

27 SECURITY KEYS

27.1 The Body Corporate may charge a reasonable fee for any additional Security Key required by a Proprietor.

27.2 A Proprietor or Occupier of a Lot in possession of a Security Key must:

- 27.2.1 not without the Body Corporate's written consent duplicate the Security Key or permit it to be duplicated;
- 27.2.2 take all reasonable precautions to ensure that the Security Key is not lost or given to a non resident and is returned to the Body Corporate once the Proprietor ceases to be, the owner or occupant ceases to occupy the Lot;
- 27.2.3 include in any lease or licence of a Lot to the Occupier a condition or obligation requiring the return of the Security Key to the Body Corporate upon demand;
- 27.2.4 promptly notify the Body Corporate if a Security Key is issued to them is lost, stolen or destroyed and the costs of replacing any Security Key, remote control or any security devise issued to the Proprietor of a Lot is at the Proprietor's or Occupier's cost.

28 SIGNAGE LICENCE

Notwithstanding anything else in these Rules to the contrary, the Body Corporate, in addition to the powers and authorities conferred on it by or under the Subdivision (Body Corporate) Regulations, has the power and the authority to grant the Developer the right to erect signs on the Common Property and enter an agreement to give effect to this right. A Proprietor or Occupier of the lot must not hinder or impede rights under any agreement entered into under this rule.

29 SIGNS, STORAGE CAGE

A Proprietor or Occupier of a Lot must not:

- 29.1 erect or fix any sign or notice for whatever purpose to any part of the Common Property or inside of the Lot (including any wall, fence and roof) where it can be seen from any exterior position, except as required by law and only with the prior written consent of the Body Corporate;
- 29.2 without the prior written consent of the Body Corporate erect any for sale or for lease boards on the Common Property or their Lot (including any wall, fence or roof);
- 29.3 install a storage cage without the prior written consent of the Body Corporate such consent may be refused or granted on conditions by the Body Corporate at its absolute discretion.

30 STORAGE OF BICYCLES AND FLAMMABLE LIQUIDS

A Proprietor or Occupier of a Lot must not:

31.3.2 The Member of Lots 517 to 528 shall pay to the Body Corporate a proportion of such expenses and charges relating to cleaning and repairs to common areas of the building, insurances relating to the building within which the Lots are located and any other costs and expenses as is resolved by the Body Corporate relate to the building, on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots referred to in this sub rule and by no other reference.

31.3.1 The Member of Lots 501 to 516 shall pay to the Body Corporate a proportion of such expenses and charges relating to cleaning and repairs to common areas of the building, insurances relating to the building within which the Lots are located and any other costs and expenses as is resolved by the Body Corporate relate to the building, on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots referred to in this sub rule serviced jointly and by no other reference.

31.3 Without limiting Rule 31.2, the following shall apply in relation to:

31.2 A Proprietor or Occupier of a Lot acknowledges that any Body Corporate in the development may share amongst the Members in that particular Body Corporate the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that Body Corporate or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such services and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

31.1.1 any support provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with unless permitted by Rule 5; 31.1.2 the structural and functional integrity of any part of the Common Property is impaired; or 31.1.3 the passage or provision of services through the Lot or the Common Property is interfered with;

31.1 A Proprietor or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

31 SUPPORT AND PROVISIONS OF SERVICES

- 30.3 use or store on the Lot or associated parking bay, or store on Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle.
- 30.2 allow any bicycle to be brought into the foyer, stairwells, lifts, hallways, or other areas, walkways, balconies or other parts of the Common Property as may be designated by the Body Corporate from time to time.
- 30.1 allow any bicycle to be stored other than in the areas of the Common Property designated by the Body Corporate from time to time;

31.3.3 Lots 529 to 549 (Carpentry Lofts)

The Member of Lots 529 to 549 shall pay to the Body Corporate a proportion of such expenses and charges relating to cleaning and repairs to common areas of the building, insurances relating to the building within which the Lots are located and any other costs and expenses as is resolved by the Body Corporate relate to the building, on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots referred to in this sub rule and by no other reference.

31.3.4 Lots 550 to 552 (The Boiler House)

The Member of Lots 550 to 552 shall pay to the Body Corporate a proportion of such expenses and charges relating to cleaning and repairs to common areas of the building, insurances relating to the building within which the Lots are located and any other costs and expenses as is resolved by the Body Corporate relate to the building, on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots referred to in this sub rule and by no other reference.

31.3.5 553 to 570 (The Woollen Mill)

The Member of Lots 553 to 570 shall pay to the Body Corporate a proportion of such expenses and charges relating to cleaning and repairs to common areas of the building, insurances relating to the building within which the Lots are located and any other costs and expenses as is resolved by the Body Corporate relate to the building, on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots referred to in this sub rule and by no other reference.

31.3.6 571, 572 and 573 (Number 10)

The Member of Lots 571, 572 and 573 shall pay to the Body Corporate a proportion of such expenses and charges relating to cleaning and repairs to common areas of the building, insurances relating to the building within which the Lots are located and any other costs and expenses as is resolved by the Body Corporate relate to the building, on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots referred to in this sub rule and by no other reference.

32 WASTE DISPOSAL and BIN STORE

A Proprietor or Occupier of a Lot must:

- 32.1 not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose;
- 32.2 dispose of garbage in the manner specified by the Body Corporate from time to time;
- 32.3 completely drain and deposit glass items in an unbroken condition in the area designated for such items by the Body Corporate;

A Proprietor or Occupier of a Lot must not use the water closets, conveniences and

33 USE OF APPURTENANCES

Temporary Bin Store means the area identified as "Temporary Bin Store" on the Endorsed Plan (which Bin Store is to be provided within the Sentinel Precinct in accordance with the Principal Industry Lane Agreement) for the storage of mobile

garbage bins.

"Sentinel Precinct" means the land in lot S2 on the Plan of Subdivision No PS 501198H.

"Principal Industry Lane Agreement" means the agreement made pursuant to Section 173 of the Planning and Environment Act date 18th August 2005 registered on the Land

includes any amendments of that permit associated under cover parking in accordance with the endorsed plans and accommodation comprising 39 warehouse shells and 34 town houses and Land for the following purpose, namely "to develop land for residential

the Council on 27 February 2003 authorising the use and development of the "Industry Lane Permit" means planning permit number MP5202/0606 issued by

Endorsed Plan means the plan or plans endorsed from time to time by the Council as the plan which forms part of the Industry Lane Permit

"Bin Store" means an area within the Sentinel Precinct which is to be set aside to provide for sufficient bin storage for each of the Lot Owners referred to in Rule 32.6 and in accordance with the waste management plan endorsed pursuant to condition 4 of the Industry Lane Permit.

32.7 For the purposes of Rule 32.6:

32.6.3 drain and securely wrap all other garbage in small parcels and be disposed only in the Temporary Bin Store as provided for by the Principal Industry Lane Agreement and in the Bin Store (when such is created), as provided for by the Principal Industry Lane Agreement.

32.6.2 deposit recyclable items including paper, cardboard and plastic only in the Temporary Bin Store as provided for by the Principal Industry Lane Agreement and in the Bin Store (when such is created), as provided for by the Principal Industry Lane Agreement and in regard to these items, all cardboard boxes and packaging must be broken down and neatly packed; and

32.6.1 dispose of garbage only in the Temporary Bin Store as provided for by the Principal Industry Lane Agreement and in the Bin Store (when such is created), as provided for by the Principal Industry Lane Agreement;

dispose of garbage only in the Temporary Bin Store as provided for by the Principal Industry Lane Agreement and in the Bin Store (when such is created), as provided for by the Principal Industry Lane Agreement;

32.6 if the Proprietor or Occupier is a proprietor or occupant of one or any of the following Lots of the Plan namely lots 501, 502, 503, 553, 554, 555, 556, 563, 564, 571, 572 and 573 on the Plan:

32.5 drain and securely wrap all other garbage in small parcels and be deposited in the area designated by the Body Corporate.

32.4 deposit recyclable items including paper, cardboard and plastic in an area designated to the items by the Body Corporate and in regard to these items, all cardboard boxes and packaging must be broken down and neatly packed;

other water apparatus, including waste pipes and rains, for any other purpose other than those which they were constructed. Any costs or expenses resulting from any damage or blockage shall be borne and paid for by the Proprietor/Occupier found to be responsible for the damage or blockage.

34 Objectives of Environment Health and Safety Management

34.1 This Rule only applies when the Pentridge Piazza General Body Corporate Rules relating to the objectives set out in this Rule are not being met or satisfied. The objectives of this rule are to:

34.1.1 Ensure the Body Corporate meets its Environment Health and Safety Management obligations under the Environment Health and Safety Management Plan prepared by Golder Associates dated November 2004 ("the EHSM Plan") and;

34.1.2 Ensure the Body Corporate meets its obligations set out in the Environmental Audit Report prepared by Lane Consulting dated November 2004 (the "EP Audit") namely the Statement of Environmental Audit conditions ("SoEA conditions")

34.1.3 Ensure that members are aware of their obligations under the EHSM Plan and SoEA conditions; and.

34.2 The Body Corporate shall diligently carry out obligations under the EHSM Plan including the requirement that the Body Corporate:

34.2.1 Implement, maintain and manage the EHSM Plan;

34.2.2 Engage a consultant with the appropriate skills to manage the EHSM Plan

34.3 The Body Corporate shall on request supply all members and prospective members with a copy of the EHSM Plan and EP Audit and make available for inspection, and copying, the same.

34.4 A member of this Body Corporate including members of each Staged Lot shall:

34.4.1 comply with any requirement of the Environment Protection Act 1970 (Vic) or in relation to a requirement of the EHSM Plan and EP Audit condition, at the request of the Body Corporate, or Environment Protection Authority; and

34.4.2 comply with any restriction imposed on the Owner or Occupier of the Lot from time to time relating to, the EHSM Plan and EP Audit of the Lot or any part of the Lot.

35 OWNER'S OBLIGATIONS TO ENVIRONMENT HEALTH AND SAFETY MANAGEMENT

35.1 The Proprietor of a Lot and Member or the Body Corporate and this Body Corporate:

35.1.1 are responsible for the management of the EHSM Plan and EP Audit conditions;

35.1.2 are responsible for and liable for rectifying any non-compliance with the

EHSM Plan and EP Audit conditions insofar as the non-compliance.

- 35.2 In respect of obligation arising from the EHSM Plan and EP Audit conditions located on the land of a proprietor or a member in respect of which necessary access to such land is required by the Relevant Authority, EP Auditor, Environmental Protection Authority, or their agents, this Body Corporate or the Pentridge Piazza General Body Corporate Rules, then the proprietor of that Lot or Occupant shall give such access as is reasonably necessary so as to give effect to the objectives of the EHSM Plan and EP Audit conditions to enable the same to be effectively carried out.
- 35.3 The Proprietor of a Lot and the member of this Body Corporate must do all things necessary to empower, permit and enable the Body Corporate to fulfil its obligations under the Environment Health and Safety Management Plan.
- 36 **HERITAGE FABRIC**

Without limiting the obligations set out in the Pentridge Piazza General Body Corporate Rules which this Body Corporate, Proprietors, Members and Occupants have, each acknowledge that they are obliged to perform all the obligations set out in the Pentridge Piazza General Body Corporate Rules relating to the land described in Certificate of Title Volume 10634 Folio 710 with respect to the implementation and management of the heritage fabric set out in Rules 35 to 42 of the Pentridge Piazza General Body Corporate Rules.