

OWNERS CORPORATION NOTIFICATION of MAKING RULES

Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

Lodged by:

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Applicant: (full name and address including postcode)

Bensons Property Group Pty Ltd (ACN 063 470 833) of Level 1, 461 Bourke Street, Melbourne 3000

Plan No. 539033E

Owners Corporation No. 5

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation.

DATED the 22nd day of May 2012

Signed

Signature of Australian Legal Practitioner
under the Legal Profession Act 2004

KENNETH A GRAY
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the
meaning of the Legal Profession Act 2004

OC5

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THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

RULES - ALEXANDER LOMBARD TOWER APARTMENTS

OWNERS CORPORATION NO. 5 PS 539033E

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1 Definitions

1.1 In these rules:

- (a) **"Building"** means all buildings and improvements within the Plan of Subdivision.
- (b) **"Manager"** means the Manager for the time being appointed by the Owners Corporation under Part 6 of the OC Act.
- (c) **"Plan of Subdivision"** means plan of subdivision PS 539033E
- (d) **"Security Key"** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (e) **"Owners Corporation"** means Owners Corporation No. 5 PS 539033E and includes, where the context permits, the Manager.
- (f) **"OC Act"** means the *Owners Corporation Act 2006 (Vic)*.
- (g) **"OC Regulations"** means the Owners Corporation Regulations 2007 (Vic).

1.2 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 Owners Corporation and any governmental authority; and
- (d) a reference to a thing includes part of that thing.

1.3 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.

2 Health, safety and security

Model rules 1.1, 1.2 and 1.3 in Schedule 2 of the OC Regulations do not apply.

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

A lot owner or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.

2.2 A lot owner or occupier of a lot must not allow persons to follow them through the security doors to the Building or into the pool and garden areas (if applicable).

2.3 The Owners Corporation may take measures to ensure the security and to preserve the safety of the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:

- (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by lot owners or occupiers of any part of the common property;
- (b) permit to the exclusion of lot owners and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- (c) restrict by means of a Security Key the access of lot owners or occupiers;
- (d) restrict by means of a Security Key the access of the lot owners or occupiers of one level of the lots to any other level of the lots; and
- (e) cancel any Security Key issued where a lot owner is in arrears in payment of Owners Corporation levies in excess of two quarters.

2.4 If the Owners Corporation restricts the access of the lot owners and occupiers under rule 2.3, the Owners Corporation may make the number of Security Keys as it determines available to lot owners free of charge. The Owners Corporation may charge a reasonable fee for any additional Security Key required by a lot owner.

2.5 A lot owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the lot owner or the Owners Corporation.

2.6 A lot owner or occupier of a lot in possession of a Security Key must not without the Owners Corporation's written consent duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another lot owner or occupier and is not to dispose of otherwise than by returning it to the lot owner or the Owners Corporation.

2.7 A lot owner or occupier of a lot must promptly notify the Owners Corporation if a Security Key issued to him is lost or destroyed.

2.8 Attached to these rules is a copy of the Statement of Environmental Audit ("SEA"). Each lot owner and occupier of a lot:

- (a) must not do anything which breaches a condition of the SEA;
- (b) must ensure that a copy of the SEA is provided to all future owners and occupiers of lots, prior to sale or occupation of individual lots.

2.9 Safety of children

A lot owner or occupier of a lot must ensure all children are supervised by an adult in all recreational areas.

2.10 Storage of flammable liquids and other dangerous substances

- (a) A lot owner or occupier of a lot must not:
 - (i) except with the written consent of the Owners Corporation, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or

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- (ii) do or permit anything, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

2.11 Waste Disposal

- (a) A lot owner or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose of applicable).
- (b) A lot owner or occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (i) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation, (if applicable);
 - (ii) recyclable items, (including paper, cardboard and plastic) as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation (if applicable);
 - (iii) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property (if applicable); and
 - (iv) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area (if applicable).

3 Management and Administration

Model rule 2.1 in Schedule 2 to the OC Regulations does not apply.

3.1 Management and administration of common property and services

- (a) A lot owner or occupier of a lot must promptly notify the Owners Corporation or the Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.
- (b) A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the lot owner or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.
- (c) Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

3.2 Metering of Services and apportioning of costs of services

- (a) The Owners Corporation may share among the members in the Owners Corporation the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of the Building or any common property.
- (b) Where any lot is not separately metered in relation to any service including gas, electricity and/or water, then the lot owner shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing

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the lot liability of that lot by the total lot liability of all lots serviced jointly and by no other reference.

4 Use of Common Property

Model rules 3.1, 3.2 and 3.3 in Schedule 2 to the OC Regulations do not apply.

4.1 Use of Common Property

Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a lot 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.

4.2 A lot owner or occupier of a lot:

- (a) must not keep any animal upon a lot or the common property after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance;
- (b) must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards;
- (c) must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times;
- (d) must ensure that no animals are allowed in the gardens, swimming pool, spa, tennis court or gymnasium (if applicable).

4.3 A lot owner or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface any structure that forms part of the common property without the approval in writing from the Owners Corporation, but this rule does not prevent a lot owner or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.

4.4 A lot owner or occupier of a lot:

- (a) must not move any article likely to cause damage or obstruction through common property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present; and
- (b) may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Owners Corporation, the Manager or the Manager's representative.

4.5 Without limiting the generality of the foregoing rules, a lot owner or occupier of the lot may only move items through the garage lift lobby (if applicable) or other area specifically designated by the Owners Corporation.

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4.6 A lot 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.

4.7 The lot 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 lot owner or occupier or their respective tenants, licensees or invitees.

4.8 Use of Equipment, Services and Amenities on Common Property

(a) A lot owner or occupier of a lot must:

- (i) not use or interfere with any fire safety equipment except in the case of all emergency and must not obstruct any fire stairs or fire escape;
- (ii) ensure compliance with fire laws in respect of the lot.

(b) A lot owner or occupier of a lot must not, without the written authority of the Owners Corporation or the Manager, interfere with the operation of any equipment installed on the common property.

4.9 Vehicles and parking on common property

(a) A lot owner or occupier of a lot must not:

- (i) park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- (ii) park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailer or motor cycles.
- (iii) permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the garage or other part of the common property.

(b) Permanent parking is not permitted in visitor's spaces (if any).

4.10 A lot owner or occupier of a lot must not:

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

4.11 A lot owner or occupier of a lot:

(a) must not breach nor permit the regulations as stipulated from time to time by the Owners Corporation to be breached in respect of the use of the recreational and surrounding designated areas.

(b) must ensure that all of their visitors are accompanied by a resident in all recreational areas.

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- (c) accepts that utilization of all recreational facilities is at their own risk.

4.12 Drying laundry on common property or external or visible areas of Lots

A lot owner or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot.

4.13 Public Access and Use of Common Property

- (a) A lot owner or occupier of a lot acknowledges that the Owners Corporation may make rules, decisions, directions and undertake actions concerning the use of the common property for access by members of the public (with or without bicycles and vehicles) to and from any lot affected by the common property.
- (b) The Owners Corporation is responsible for the arrangements and for the ongoing management and maintenance of the common property used by the members of the public (with or without bicycles and vehicles) to and from any lot affected by the common property including, without limitation:
 - (i) appoint a manager to prepare, manage and administer the ongoing management and maintenance of the common property used by the members of the public;
 - (ii) appoint an organising committee to organise, manage and administer the ongoing management and maintenance of the common property used by the members of the public;
 - (iii) obtain such approvals and permits required to hold for the ongoing management and maintenance of the common property used by the members of the public;
 - (iv) to ensure that access stairs and ramps leading from outside of the common property to the common property are available for use for the ongoing management and maintenance of the common property used by the members of the public;
 - (v) to pay charges, fees, and costs for any approval, permit or services provided due to the cost of having resources and monitoring conditions in connection with the ongoing management and maintenance of the common property used by the members of the public;
 - (vi) to close off or restrict any part of the common property not required for access by the public; and
 - (vii) permit, to the exclusion of a lot owner or occupier of a lot, any designated part of the common property to be used by the members of the public.
- (c) A lot owner or occupier of a lot must:
 - (i) abide by any decisions, directions and actions taken by the Owners Corporation in connection with for the ongoing management and maintenance of the common property used by the members of the public;
 - (ii) not do anything or permit anything to be done which will interfere with actions taken by the Owners Corporation in connection with the

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- ongoing management and maintenance of the common property used by the members of the public;
- (iii) not object to works (including without limitation, repair maintenance and redevelopment) being undertaken by the Owners Corporation in connection the ongoing management and maintenance of the common property used by the members of the public, provided the Owners Corporation uses reasonable endeavours to minimise disruption and use to the use and enjoyment of the lot owner or occupier's lot; and
 - (iv) not bring any action or make any claim or objection against any party in relation to noise, construction, development, activity or performance in connection with the ongoing management and maintenance of the common property used by the members of the public.

5 Lots

Model rule 4.1 in Schedule 2 of the OC Regulations does not apply.

5.1 Change of use of lots

A lot owner or occupier of a lot must not:

- (a) use the lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other lot owner or occupier of a lot or their respective invitees;
- (b) use the lot or any part of it or part of the common property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a lot unless previously approved by the Owners Corporation and affixed to the Building in the area designated for such signage by the Owners Corporation from time to time;
- (c) allow or permit more than one sign approved under sub-rule 5.1(b) to be affixed to the lot at any given time and any such sign may be affixed for a period of no longer than 30 days unless otherwise agreed by the Owners Corporation;
- (d) a lot owner or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the Owners Corporation.

5.2 A lot 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 licensee of the lot and any invitees of that lessee or licensee comply with these rules.

5.3 A lot owner or occupier of a lot must at the lot owner's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.

5.4 External appearance of lots

A lot owner or occupier of a lot must not:

- (a) paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot without the consent first obtained from the Owners Corporation;

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- (b) construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the lot without the prior written consent of the Owners Corporation. (The Owners Corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Building or if it interferes with the views or use and enjoyment of another lot);
- (c) install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations (i.e. being fire retardant) and of a colour approved by the Owners Corporation;
- (d) allow any balcony, terrace or garden area which forms part of any lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other members and occupiers occurs;
- (e) install any curtains, blinds or other window furnishings to the exterior of the Building, whether inside their lot or external to their lot unless they are a cream or neutral colour and in materials approved by the Owners Corporation.

6 Design

6.1 Design, construction and landscaping

A lot owner or occupier of a lot must:

- (a) keep the lot clean and in good repair;
- (b) keep all internal gardens and balconies clean, tidy and well maintained;
- (c) 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;
- (d) not install a safe in a lot without the written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect of the proposed installation;
- (e) not breach fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation's insurance policy;
- (f) not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.

7 Behaviour of persons

Model rules 5.1 and 5.2 in Schedule 2 of the OC Regulations do not apply.

7.1 Behaviour of owners, occupier and invitees on common property

- (a) A lot 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 lot owner or occupier of another lot or to any person lawfully using common property.
- (b) A lot owner or occupier of a lot must not smoke in the stairwells, lifts, foyers and carpark forming part of the common property or such other parts of the common property as the Owners Corporation or the Manager may designate from time to time.

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- (c) A lot 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.
- (d) A lot owner or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property. i.e. gardens, pool, spa, tennis court, gymnasium (if applicable).
- (e) A lot owner or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.
- (f) A lot owner or occupier of a lot must not without the 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.
- (g) A lot owner or occupier of a lot must take all reasonable steps to ensure the invitees of the lot owner or occupier comply with these rules.

7.2 Noise and other nuisance control

A lot owner or occupier of a lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the lot owner or occupier of another lot or of any person lawfully using common property;
- (b) obstruct the lawful use of common property by any person; or
- (c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours of 2.00 p.m. and 10.00 a.m. on weekdays or on weekends at all.

8 Dispute Resolution

- (a) The grievance procedure set out in this rule applies to disputes involving a lot owner, a Manager, an occupier of a lot or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the OC Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the OC Act.

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9 Special Rules applicable to Vendor

9.1 Completion of Development

- (a) Notwithstanding anything to the contrary contained in these rules, so long as Bensons Property Group Pty Ltd ACN 063 470 833 ("**Vendor**") is a proprietor or occupier and is an owner of a lot and so long as any mortgagee or chargee of the Vendor has an interest in any lot then all the preceding rules shall not in any way whatsoever apply to or be enforceable against the Vendor 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 the Vendor, its 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 comprising all lots and common property in the Plan of Subdivision ("the Development").
- (b) The Vendor, its mortgagees or chargees shall be and are by this rule, authorised by each and every proprietor or occupier of a lot within the Plan of Subdivision to:
- (i) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
 - (ii) take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession or in order to carry out any works or activities in relation to the Development;
 - (iii) exclude all and any proprietors or occupiers from any parts of the common property as may be necessary in order to carry out any works in relation to the Development;
 - (iv) erect for sale promotional advertising or other signs as the Vendor may require on any part of the common property;
 - (v) grant rights to use or access through or over the common property to third parties on such terms and conditions as the Vendor or its mortgagee or chargee thinks fit; and
 - (vi) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.

9.2 The Owners Corporation shall, within 7 days of being requested by the Vendor or its mortgagee or chargee, sign whatever consents authorities permits licences leases or other such documents in favor of the Vendor as the Vendor may direct on terms set out by the Vendor and as may be required by the Vendor.

9.3 Rooftop and Signage Leases

- (a) The Owners Corporation will:
- (i) within 7 days of a request from the Vendor, grant a rooftop lease:
 - (A) to the Vendor or such other entity as may be nominated by the Vendor;
 - (B) in respect of all or any part of the common property comprising a rooftop of the Building for a term of 99 years at an annual rental of \$1 per annum payable on demand;
 - (C) which shall allow the tenant to use the rooftop for any legal purpose and shall otherwise be on such terms and conditions

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as are acceptable to the Vendor (or its nominee) in its absolute discretion.

- (ii) do all things and sign all documents necessary to enable the Owners Corporation to execute the lease, and will not object in any way to the lease.

(b) The Owners Corporation will:

- (i) within 7 days of a request from the Vendor, grant a signage lease:
 - (D) to the Vendor or such other entity as may be nominated by the Vendor;
 - (E) in respect of all or any part of the common property within the Plan of Subdivision requested by the Vendor or its nominee, for a term of 99 years at an annual rental of \$1 per annum payable on demand; and
 - (F) which shall otherwise be on such terms and conditions as are acceptable to the Vendor (or its nominee) in its absolute discretion.
- (ii) do all things and sign all documents necessary to enable the Owners Corporation to execute the lease, and will not object in any way to the lease.

(c) In respect of the premises to be leased to the Vendor (or its nominee) pursuant to sub-rules 9.3(a) and (b) ("Leases") the Owners Corporation will do all things and sign all necessary documents so as to allow the Vendor (or its nominee, employees, contractors or any other person authorised by the Vendor or its nominee):

-) quiet enjoyment of the premises; and
- i) access to the common property in the Plan of Subdivision necessary to enable the Vendor or its nominee to connect services to the premises including but not limited to water and electricity.

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10 Caretaking and Letting Agent

10.1 Power to Appoint

In accordance with the OC Act, the Owners Corporation has the power to:

- (a) appoint and enter into an agreement with a caretaker to provide caretaking, security, cleaning and operational services for the Building;
- (b) appoint a letting agent to provide letting, property management and sales services to lot owners and occupiers of the Building ("Letting Agent").

10.2 Caretaker's Duties

The caretaker's duties may include:

- (a) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;
- (b) supervising Owners Corporation employees and contractors;
- (c) providing security services to the Owners Corporation;
- (d) providing cleaning and gardening services to the Owners Corporation;

- (e) anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

10.3 Role of Letting Agent

The role and duties of the Letting Agent may include the provision of a letting, property management and sales service to owners and occupiers of lots in the Building.

10.4 Fees

The Owners Corporation will pay fees for the performance of the caretaking duties in rule 10.2, however no payment shall be made by the Owners Corporation for the provision of letting, property management and sales services provided by a Letting Agent under rule 10.3.

10.5 No interference with Caretaker or Letting Agent

An owner or occupier of a lot must not:

- (a) interfere with or obstruct a caretaker from performing its respective roles and duties under the agreements referred to in rule 10.1; or
- (b) interfere with or obstruct the caretaker from using any part of the common property designated by the Owners Corporation for use by the caretaker; or
- (c) interfere with or obstruct a Letting Agent from using any part of the common property designated by the Owners Corporation for use by the Letting Agent.

10.6 Restriction on competition with Caretaker

The owners and occupiers of every lot must not, on any lot or the common property, conduct or participate in the conduct of:

- (a) the business of a Letting Agent; or
- (b) the business of a pooled rent agency; or
- (c) the business of on site caretaker; or
- (d) any other business activity that is identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in rules 10.2 and 10.3 and/or any agreement entered into pursuant to rule 10.1.

10.7 No restriction on short stay accommodation

Nothing contained in these rules restricts a lot owner from:

- (a) entering into an agreement with the Letting Agent; or
- (b) otherwise using or permitting their lot to be used as a serviced apartment, hotel or other forms of short stay accommodation.

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