

Rules of the ANZAC House Body Corporate No 66017

The following are the Rules and Regulations of the ANZAC House Body Corporate No 66017 and relate to the Rights and Obligations of Owners, the Rights and Obligations of the occupants of units who may not be owners, and the Rights and Obligations of the Body Corporate and the Committee of the Body Corporate set up at each Annual General Meeting of the Body Corporate.

General Rules, Obligations, and Conditions:

1. The Body Corporate has the powers and duties as set out Section 84 of the Unit Titles Act 2010 which provides for the following:
 - the fixing and reassessment of the ownership interest and the utility interest - [sections 38 to 42](#)
 - the Body Corporate to act as an agent for the unit owners who lease or licence their principal unit and are absent for the purpose of enforcing the Body Corporate operational rules - [section 81](#)
 - the Body Corporate to keep and maintain a register of all the owners of principal units and accessory units on the plan - [section 85](#)
 - the Body Corporate's power to sign documents on behalf of the owner - [section 86](#)
 - the payment of ground rental to a lessor - [section 87](#)
 - the calling of general meetings - [section 90](#)
 - the Body Corporate to comply with the Body Corporate operational rules - [section 105\(3\)](#)
 - the general power of delegation - [section 108](#)
 - the establishment and maintenance of the funds - [sections 115](#) and [117 to 120](#)
 - the Body Corporate to establish and maintain a long-term maintenance plan - [section 116](#)
 - the raising of amounts for each fund and the imposition of levies on the unit owners to establish and maintain each fund - [section 121](#)
 - the spending, borrowing, and investing of money and the distribution of surplus money and property - [sections 130](#) and [131](#)
 - the keeping of accounting records and submission of its yearly financial statements to an independent auditor - [section 132](#)
 - insurance of the buildings and other improvements on the land - [section 135](#)
 - the application of insurance moneys in or towards reinstatement of the development - [section 136\(4\)](#)
 - repair and maintenance of the common property, assets designed for use in connection with the common property, infrastructure, and building elements and access for those purposes - [section 138](#)
 - the provision of records and documents on request from a unit owner - [section 206](#)
 - any other provisions of this Act, any other Act, or the Regulations that confer powers or duties on the Body Corporate and subject to any limitations to those powers and duties in this Act, any other Act, or the Regulations.

Except as expressly provided in this Act, the Body Corporate does not have any duties in respect of a future development unit that comprises part of the unit title development.

Meetings of the Body Corporate

2. Meetings of the Body Corporate are governed by Sections 88 to 104 of the Unit Titles Act 2010, and in particular the following are provided:
3. All meetings of a Body Corporate are general meetings. A general meeting is either an annual general meeting or extraordinary general meeting.

4. At the annual general meeting the Body Corporate must nominate and elect a chairperson and members of the Committee in accordance with the Regulations.
5. Annual general meetings must be held once every calendar year and not later than 15 months after the previous annual general meeting.
6. An annual general meeting must be called by the chairperson in accordance with the Regulations.
7. That Owners or agents of the Owners be required to advise the Body Corporate of the change of tenancy, and that the annual general meeting of the Body Corporate may set each year an administration charge for the change of tenancy that occurs in the complex.
8. An extraordinary general meeting of a Body Corporate—
 - (a) must be called by the chairperson in accordance with the Regulations if a notice asking for an extraordinary general meeting to consider and decide motions proposed in the notice is—
 - (i) signed by or for the unit Owners of not less than 25% of the principal units; and
 - (ii) given to the chairperson; or
 - (b) may be called at any other time by the chairperson or the Body Corporate committee in accordance with the Regulations.

Quorum

9. At a general meeting of a Body Corporate, the persons entitled to exercise the voting power in respect of not less than 70% of the principal units or their proxies constitute a quorum.
10. Except as otherwise provided for in this Act and the Regulations, no business may be transacted at a general meeting of the Body Corporate unless a quorum is present at the time.
11. Section 96 of the Unit Titles Act sets out the requirements for voting at meetings of the Body Corporate.

Passing of resolution without general meeting

12. A resolution may be passed without a general meeting in accordance with this section.
13. Notice of the resolution must be given to eligible voters in accordance with the Regulations.
A resolution in writing signed by not less than 75% of eligible voters in respect of an ordinary resolution or 90% of eligible voters in respect of a special resolution is as valid as if it had been passed at a meeting of those voters.

Duties and Powers of the Body Corporate

14. The Body Corporate shall -
 - (a) Repair and maintain all structures, doors, windows, rooves, exterior and interior surfaces, chattels, fixtures, and fittings (including stairs, lifts, elevators, and fire escapes) used, or intended, adapted, or designed for use, in connection with the common property or the enjoyment thereof.

- (b) Be responsible for all services to the building to the junction point where distribution to individual units is separated, and Owners will be responsible for the maintenance of services from that point to their own units.
- (c) On request, produce to any unit Owner, or a registered mortgagee of any unit, or any person authorised in writing by any unit Owner or registered mortgagee of any unit, all policies of insurance affected by the Body Corporate and the receipt for the last premiums paid in respect thereof.
- (d) Conduct, manage and operate the building and pay the operating expenses of the building including all taxes rates, charges and assessments whether central or local governmental, or otherwise at any time which shall be charged upon the Body Corporate
- (e) Cause the common property of the building including floors, floor coverings, toilets, doors and the interior and exterior surfaces of windows, walls and partitions to be cleaned in a proper and workmanlike manner and such cleaning will include the regular removal of rubbish and garbage from the building
- (f) Ensure as much as it is able the quiet enjoyment of a unit by its Owner or lessee without any interruption or disturbance from the Body Corporate and its employees, agents or contractors.
- (g) Take all reasonable precautions to keep the common areas free from rodents, vermin, insects, pest, bird, and animals.
- (h) Borrow any money necessary to enable it adequately to perform its duties or exercise its powers.
- (i) Invest any money for the time being held by it in any of the modes of investment for the time being authorised by law for the investment of trust funds.
- (j) Maintain the common property of the building particularly of the exterior walls (other than unit fronts and entrances and Owner's exterior signs where permitted) exterior windows, roof and guttering, water, drainage, elevators, lighting and other common facilities and services.
- (k) Have jurisdiction or authority over or in respect of any unit or the user thereof requests, requires, notifies or orders any structural alterations, re-alterations, additions, conversions, improvements or other works to be made to the unit which the Body Corporate elects to do and for which the Owner is not liable the Body Corporate, its architects, contractors, workmen, employees and others and the employees and subcontractors of any of its contractors may enter into the unit at all times for the purpose of making such structural alterations, additions, conversions, improvements or other works or any of them as aforesaid provided that in the exercise of such power under this paragraph as little inconvenience as is reasonably possible shall be caused to the Owner,
- (l) On each and every occasion on which a Owner omits or neglects to pay any money or to do or effect anything which the Owner is hereunder liable to pay do or effect then it shall be lawful but not obligatory upon the Body Corporate and without prejudice to any rights and powers arising from such default to pay such money or to do or effect such thing by Itself its agents, contractors or workmen as if it were the Owner and for that purpose the Body Corporate, its architects, contractors, workmen and agents may enter upon the whole or any part of the unit and there remain for the purpose of doing or effecting any such thing and the Body Corporate may recover the amount of expenses and costs of such payment doing or effecting In any Court of competent jurisdiction .
- (m) Without prejudice to the rights, powers and remedies of the Body Corporate otherwise under these Rules may require each Owner to pay to the Body Corporate interest at the rate of which is 2 per centum above the rate charged from time to time by the Body Corporate's bankers on commercial overdraft on any moneys due and unpaid for 28 days by the Owner to the Body Corporate on any account whatsoever pursuant to these Rules such interest to be so computed from the due date for payment of the moneys in

respect of which the interest is chargeable until payment of such moneys in full and to be recoverable in like manner as rent in arrears.

- (n) Have the right to require the Owners to perform from time to time fire drills and observe all necessary and property emergency evacuation procedures and the Owners and persons under the control of the Owners shall co-operate with the Body Corporate in performing such drills and procedures.
- (o) Be entitled to close the building and the common property and to prevent and prohibit any unauthorised person from entering or remaining thereon between the hours of 6 p.m. and 7.30 a.m. on normal business days and at all times on non business days. Without affecting the generality of the preceding provisions of this rule the Body Corporate may close, lock-off or otherwise control the common property from time to time and may take all such actions as it deems necessary for the purpose aforesaid.
- (p) Appoint a Maintenance Committee to deal with all maintenance arrangements for the building.
- (q) Acknowledging the need of Owners to have access to and egress from the building at hours when it would normally be closed, and will enter into suitable arrangements with the Owners to facilitate this. If as a result of any such requirement the Body Corporate is involved in or incurs any additional expense, such additional expense will be chargeable to the Owner.

Common Property

- 15. No Owner shall without the prior approval in writing of the Body Corporate erect, display, affix or exhibit on or to the common property any signs, lights, embellishments, advertisements, name or notice and no Owner shall without consent use the name of the building for any advertising or commercial purposes other than as the address and place of business of the Owner.
- 16. The Body Corporate shall provide a Directory Board on the ground floor foyer. Should any changes be required to the Directory Board the Body Corporate will arrange those changes and the cost thereof will be the responsibility of the Owner or occupant involved with that change.
- 17. No Owner shall without the consent in writing of the Body Corporate erect or place upon the common property any radio or television aerial or antenna or any loudspeaker, screens or similar devices or equipment provided that any consent so given may at any time be withdrawn where the Body Corporate reasonably so determines.
- 18. No Owner shall use or permit or allow to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in the unit or the common property for any purposes other than those for which they were constructed or provided or deposit or permit to be deposited therein any sweepings, rubbish or other matter and any damage thereto caused by misuse shall be made good by the Owner.
- 19. Each Owner shall take all reasonable precautions to keep the unit free of rodents, vermin, insects, pests, birds and animals and in the event of failing so to do will if so required by the Body Corporate but at the cost of the Owner employ from time to time or periodically pest exterminators for their removal approved by the Body Corporate.

20. The Body Corporate shall have the right from time to time to improve, extend, vary, amend or reduce the building or in any way whatsoever alter or deal with the building (other than any unit belonging to any Owner) or any part thereof provided that in exercising its said rights the Body Corporate will endeavour to cause as little inconvenience to each Owner as is practicable in the circumstances.
21. The Body Corporate shall provide reasonable lighting to the common property and such lighting shall be utilised at the discretion of the Body Corporate or the Body Corporate's duly authorised agent during the normal business hours operating in the building and at all other times to the limited extent deemed reasonably necessary or desirable by the Body Corporate in the interests of security and appearance of the building.
22. The obligation of the Body Corporate under the preceding sub-clauses of the clause shall be subject to the express condition that whenever the Body Corporate is required to perform or do any act or thing then in such instance performance of such act or thing shall not be required if it is rendered reasonably or practically impossible by reason of any riot, civil commotion, strike, lock-out, Act of God or the public enemy, priority allocation, rationing or the regulation of or the prohibition of the use of any material heat or fuel or by reason of the provisions of any award or by reason of any other matter or thing beyond the control of the Body Corporate.

Committee

23. The committee shall consist of such a representative from each of the Principal Units, as is fixed from time to time by the Body Corporate at an annual general meeting.
24. Any casual vacancy on the committee may be filled by the principal owner of the unit nominating a replacement member of the committee.
25. The quorum necessary for the transaction of the business of the committee shall be 5.
26. If the number of committee members is reduced below the number which would constitute a quorum, the remaining members may act for the purpose of increasing the number of members to that number or of summoning a general meeting of the Body Corporate, but for no other purpose.
27. At meetings of the committee all matters shall be determined by a simple majority of votes. In the case of equality of votes the chairman of the meeting for the time being shall have a casting vote as well as a deliberative vote.
28. Subject to any restriction imposed or direction given at a general meeting, the committee may—
 - (a) meet for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit provided that it shall meet when any member of the committee gives to the other members not less than 5 working days' notice of a meeting proposed by him, specifying the reason for calling the meeting;
 - (b) employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the control, management, and administration of the common property and the exercise and performance of the powers and duties of the Body Corporate:

- (d) delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation:

29. The committee shall—

- (a) keep minutes of its proceedings;
- (b) cause minutes to be kept of general meetings of the Body Corporate, and include therein a record of all unanimous resolutions;
- (c) cause proper books of account to be kept in respect of all sums of money received and expended by it, and the matters in respect of which all such income and expenditure is received or incurred;
- (d) prepare proper accounts relating to all money of the Body Corporate, and the income and expenditure thereof, and arrange for the accounts of the Body Corporate for each year to be duly audited by an independent auditor, for a copy of the duly audited annual accounts to be sent to each Owner before each annual general meeting of the Body Corporate, and for the duly audited annual accounts to be presented to each annual general meeting of the Body Corporate;
- (e) on application by an Owner or a mortgagee of a unit, or any person authorised in writing by either of them, make the books of account and all minutes available for inspection at all reasonable times:

Use of Premises:

- 30. No Owner of any unit shall use or permit to be used the unit or any part thereof for any purpose other than for offices, meeting rooms, function rooms, retail except food (for Ground Floor), and such other purposes as the Body Corporate shall approve, and shall not permit or allow the use of the same or any part thereof for any other purpose including any residential purposes whether temporary or permanent nor for any other use conflicting with zoning ordinances or by-laws for the time being in force.
- 31. Should any Owner carry out an alteration that requires an upgrade to any of the services of the building then that Owner will need to meet the cost of the total upgrade required.

Duties of Owners and Occupants

32. An Owner and/or occupant shall—

- (a) Permit the Body Corporate (or its agents or servants) at all reasonable hours to enter into and upon the/her unit for any of the following purposes, that is to say,—
 - (i) viewing the condition thereof;
 - (ii) maintaining, repairing, or renewing any pipes, conduits, wires, cables, or ducts for the time being in, upon, or passing through the unit and capable of being used in connection with the enjoyment of any other unit or common property;
 - (iii) maintaining, repairing, or renewing any common property; and
 - (iv) ensuring that the rules are being observed;
- (b) Comply in all respects with all Acts, Bylaws, and Regulations for the time being in force in the area in which the unit is situated in so far as they relate to the use, occupation, or enjoyment of their unit

- (c) Forthwith and at all times carry out all work that may be ordered by any competent local authority or public body in respect of the unit to the satisfaction of that authority or body;
- (d) Repair and maintain the unit, and keep it in sufficiently good order, repair, and condition to ensure that no damage or harm shall ensue to the common property or any other unit in the building of which the unit forms part;
- (e) Be responsible for any internal electrical and/or plumbing repairs and are responsible for repairs and damage to other units that occur.
- (f) Advise the Body Corporate if any plumbing, drainage, electrical or other services are to be different than those already provided.
- (g) Dispose of rubbish hygienically and tidily and in accordance with the provisions set by the Committee from time to time;
- (h) Observe all fire and emergency evacuations in a prompt and effective manner;
- (i) Observe all legal and practical requirements relating to health and safety issues and to comply with all statutes, ordinances, proclamations, orders or Regulations present or future affecting or relating to the use of the unit and with all requirements which may be made or notices or orders which may be given by any governmental, semi-governmental, city, municipal, health, licensing, civic or any other authority having jurisdiction or authority over or in respect of the unit or the user thereof and shall keep the Body Corporate indemnified in respect of all such matters referred to in the paragraph.
- (j) Observe the requirements of the Body Corporate that no smoking occurs in any of the common areas, which include the corridors, lift, stairwells, car parks, and all other areas not included in the principal unit;
- (k) Observe all decisions and requirements of the Committee that may from time to time be required for the well being of all Owners and occupants of the complex
- (l) Pay all charges for electricity, gas, oil and water separately metered and consumed in or on his unit and shall also pay all charges in respect of any telephone services connected to the unit and all other charges and costs imposed by any public utility or authority for the supply of any service separately supplied to the unit and shall punctually and duly pay all trade creditors and other persons supplying goods and services to the Owner in the carrying on of the Owner's business upon the unit and all sums properly levied in respect of the unit by the Body Corporate.
- (m) Maintain, repair and keep the whole of the unit in good and substantial repair, working order and condition and all fixtures and things thereto belonging or which at any time during the ownership shall be erected therein or thereon or be part thereof.
- (n) Make good any breakage, defect or damage to the common property or to any adjoining premises or any facility or appurtenance thereof occasioned by want of care, misuse or abuse on the part of the Owner or the Owner's tenants, employees, agents or other persons claiming through or under the Owner or otherwise occasioned by any breach or default of the Owner or under any Rules or Regulations of the Body Corporate.
- (o) Immediately repair and replace all broken glass including exterior show windows or glass immediately adjacent to common property with glass of the same or similar quality and all damaged or broken heating, lighting, electrical equipment (including light globes and fluorescent tubes) and plumbing installed upon the unit.
- (p) Be liable for the cost of any false fire alarm callouts where there is no fire alarm malfunction

- (q) Be responsible for any costs for the repair of common areas, windows etc where damage has been caused by neglect or carelessness.
- (r) Request the Body Corporate in writing, where an Owner wishes to carry out any work or activity prohibited or not authorised in these Rules, to approve the work or activity. If the Body Corporate agrees to the work or activity to be carried out it shall be necessary for the Body Corporate to approve any contractor for that work or activity. All costs involved with the work or activity shall be the responsibility of the Owner concerned. Any damage may be claimed by the Body Corporate against the Owner, contractor, or other person in respect of such loss or damage.
- (s) When required by notice in writing from the Body Corporate pay all extra premiums of insurance in respect of the unit and its contents if any be required on account of extra risk caused by the use to which the unit and its contents are put by the Owner with the consent of the Body Corporate.
- (t) Comply with insurance sprinklers, fire hose and/or fire alarm regulations if any in respect of the use of the unit and the installation of any mezzanines or partitions erected by the Owner upon the unit or in respect of sprinklers or detectors which may become necessary without or within the unit as a result of such compliance by the Owner with the Regulations of the Fire and Accident Underwriter's Association or the requirements of the insurer.
- (u) Permit the Body Corporate at all times on reasonable notice to enter and carry out repairs, renovations, maintenance or alterations to the unit or any part thereof or to the common property or any part thereof in compliance with the Body Corporate's obligations under the provisions of these Rules or otherwise deemed necessary or desirable by the Body Corporate provided that in the exercise of any such power as little inconvenience as shall be reasonably possible is caused to the Owner.
- (v) At such times only as the Body Corporate shall authorise use or permit to be used for the receipt, delivery or other movement of any goods, or articles of bulk or quantity such parts of the unit and the common property and each Owner shall comply with all reasonable requirements of the Body Corporate in regard to such matters.
- (w) Keep clean and free from dirt and rubbish such parts of the common property or any public footpath or ways as immediately adjoin the unit.
- (x) Use the best endeavours to protect and keep safe the unit and any property contained therein from theft, burglary or robbery and shall keep all doors, windows and other openings closed and securely fastened when the unit is not in use.
- (y) Ensure that all blinds shades reflective coatings window ventilators air conditioning units and other similar fittings and fixtures installed by any Owner have the prior consent of the Body Corporate in or upon the unit and visible from outside such premises and shall conform to the reasonable requirements and standards of the Body Corporate as to design quality and appearance.

33. A Owner or occupier of any unit shall not—

- (a) Use or permit the unit to be used for any purpose which is illegal or may be injurious to the reputation of the building or the Owners;
- (b) Keep or permit the entry of any animal or caged bird in their unit or the common property without the prior consent of the committee of the Body Corporate;
- (c) Use the common property in such a manner as unreasonably to interfere with the use, enjoyment or safety thereof by other Owners and visitors;
- (d) Damage, or deface the common property;

- (e) Leave, hang or store, either temporarily or permanently, household effects, rubbish or recycling material in the service areas, or anywhere on the common property, unless this is in designated bins or skips;
- (f) Create noise, nuisance, disturbance, or music within their unit or common areas likely to interfere with the use or enjoyment by other Owners or occupiers of their units, particularly between the hours of 11pm and 7am;
- (g) Park bikes outside the building or in any of the common areas inside the building such as the basement car park, corridors, or stairwells.
- (h) Park on the common property, or leave cars unattended in the basement or in front of the main entrance unless the Body Corporate has designated it for car parking, or the Body Corporate consents;
- (i) Interfere with the reasonable use or enjoyment of the common property by other Owners, occupiers, and visitors;
- (j) Carry on any business activity in a unit the results of which, in the opinion of the Committee, impinges on other Owners.
- (k) Cause any opening or penetration whatsoever to be made in the roof walls or floors of the building, nor cause any alterations whatsoever to be made to the plumbing and drainage facilities provided by the Body Corporate, nor cause any alterations whatsoever to be made to the electrical sub-main and any sprinklers which may be provided by the Body Corporate.
- (l) Use, exercise or carry on permit to allow to be used, exercised or carried on in their unit or any part thereof any noxious noisome or offensive act, trade, business, occupation or calling, or any action or any illegal act.
- (m) Without the previous consent in writing of the Body Corporate make any structural alteration or addition to the unit or any part thereof and shall in the course of such alterations or additions made with the consent of the Body Corporate observe and comply with the reasonable requirements of the Body Corporate and the Public Authorities.
- (n) Without the previous consent of the Body Corporate install any water, gas or electrical fixtures, equipment or appliances or any apparatus for illuminating air conditioning, heating, cooling or ventilating the unit nor mark, paint or drill or in any way deface any walls, ceilings, partitions, floors, wood or other part of such premises.
- (o) No Owner shall without the consent in writing of the Body Corporate install any partitioning work and/or any equipment or other installation which may affect the integrity and safety of the building unless the same is approved by the Body Corporate.
- (p) Bring upon the unit any heavy machinery or other plant or equipment unless approved by the Body Corporate in writing and in no event shall any such machinery, plant or equipment or the use thereof by of such size or nature as to cause or in the reasonable opinion of the Body Corporate be likely to cause any structural or other damage or vibration to the floor or walls or any other parts of any unit or the common property. Before bringing any such equipment upon the unit or the common property each Owner shall inform the Body Corporate of the Owner's intention so to do and the Body Corporate's authorised agent may direct the routing and installation and location of all such machinery, plant and equipment and each Owner shall observe and comply with all such directions.
- (q) Store chemicals, inflammable liquids, acetylene gas or alcohol, volatile or explosive oils, compounds or substances upon the unit and no Owner shall use any of such substances or fluids

in the unit for any abnormal purpose and each Owner shall in respect of the unit comply with the provisions of the Dangerous Goods Act 1957 and the Explosives Act 1957 and all Regulations under such Acts.

- (r) Obstruct or permit the obstruction of any walkways, entrances, passages, corridors, vestibules, elevators, stairways, fire escape or fire escape doors or other parts of the common property or any appurtenances or conveniences therein.
- (s) Cover or obstruct in any way any lights, windows or other means of lighting of the common property or of the building generally.
- (t) Burn any rubbish or waste at any time in any unit or the common property or any part thereof except with the consent of the Body Corporate or in a proper receptacle approved for such purpose by the Body Corporate. use or permit to be used the common property or any part thereof for any business promotional or commercial purpose or the display or advertisement of any goods or services except with the consent in writing of the Body Corporate and in accordance with any conditions imposed by the Body Corporate.
- (u) Throw or permit to be thrown or to be dropped or to fall any articles or substance whatsoever from or out of the unit into the common property or any part thereof and nor place upon any sill, ledge or other like part of the unit or the common property any article or substance.



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