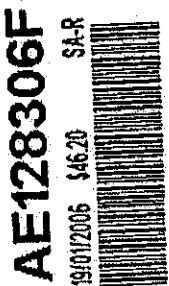


#### 14. Compliance with rules by invitees

- (a) a Member or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Member or Occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building; and
- (b) a Member 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.

#### 15. Building Works

- (a) A Member or Occupier of a Lot must not undertake any building works within or about or relating to a Member's Lot except in accordance with the following requirements:
  - (i) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Body Corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
  - (ii) the Member or Occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise to a reasonable level any nuisance annoyance disturbance and inconvenience from building operations to other Lot Members and Occupiers.
- (b) The Member or Occupier of a Lot must not proceed with any such works until the Member or Occupier:
  - (i) submits to the Body Corporate plans and specifications of any works proposed by the Member or Occupier which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
  - (ii) supplies to the Body Corporate such further particulars of those proposed works as the Body Corporate may request and as shall be reasonable to enable the Body Corporate to be reasonably satisfied that those 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;
  - (iii) receives written approval for those works from the Body Corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Body Corporate (which cost may include the costs of a building surveyor engaged by the Body Corporate to consider such plans and specifications) by the Member or Occupier and such approval shall not be effective until such costs have been paid; and
  - (iv) pays such reasonable costs to the Body Corporate.
- (c) the Member or Occupier of a Lot must ensure that the Member or Occupier and the Member's or Occupier's servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Body Corporate concerning



the method of building operations, means of access, use of common areas and on-site management and building protection, and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Body Corporate gives written consent to do so) and that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

- (d) the Member or Occupier of a Lot must ensure that the Member or Occupier and the Member or Occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (i) building materials must not be stacked or stored in the front side or rear of the Building;
  - (ii) scaffolding must not be erected on the Common Property or the exterior of the Building;
  - (iii) construction work times must comply with the local laws of the responsible authority;
  - (iv) the exterior and Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
  - (v) construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property.
- (e) before any of the Member's or Occupier's works commence the Member or Occupier must:
- (i) cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Body Corporate; and
  - (ii) deliver a copy of the policy and certificate of currency in respect of the policy to the Body Corporate, and if there is a reasonable likelihood that any such Works may (whether intentionally or accidentally) affect Common Property ensure that the interest of the Body Corporate is noted on the policy and certificate of currency.
- (f) access shall not be available to other Lots on the plan or Common Property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the Member of the relevant Lot or of the Body Corporate in the case of Common Property.

the Member or Occupier of a Lot shall immediately 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 which are caused by such works and if the Member or Occupier fails to immediately do so the Body Corporate may in its absolute discretion (or if the Member or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or Occupier 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.

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