

FORM 2

Reg.407, 906 Subdivision (Body Corporate) Regulations 1989 SUBDIVISION ACT 1988

Special Rules – Rivoli Gardens Apartments

1. A member must not, and must ensure that the occupier of a member's lot does not –
- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots; or
 - (b) park or leave a vehicle 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 for such purposes by the Body Corporate; or
 - (c) use or permit a lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the customers or visitors of any such member or occupier; or
 - (d) make or permit to be made any undue noise in or about the common property or any lot affected by the Body Corporate; or
 - (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am; or
 - (f) keep any animal on a lot affected by the Body Corporate or the common property after being given notice by the Body Corporate to remove such animal after the Body Corporate has resolved that the animal is causing a nuisance; or
 - (g) do in the member's unit and/or carspace or storage unit, any act or thing which may be or become an annoyance or nuisance to the Body Corporate or to any occupier of any other unit; or
 - (h) unless the Body Corporate first grants consent in writing to such use and then only in accordance with the terms and conditions specified in such consent –
 - (i) store any goods on the common property; or
 - (ii) make any alterations or additions to the exterior of the unit and/or carspace or storage unit, without the written consent of the Body Corporate or the painting or decorating otherwise of the same or the erection (without the like consent) or any television or radio antenna or any canvas blinds or other awning on the outside of any window nor make any structural alterations or additions to the interior of the unit or any part thereof and which may diminish the support and shelter of any unit on the subdivision without the written consent of the Body Corporate having the right to appoint an architect, structural engineer or building contractor at the expense of the member requiring the consent to approve such alterations which consent shall not be unreasonably refused; or

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- (i) damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the common property or the use of the same for any purpose other than the purpose for which they are provided or properly available; or
- (j) hang any garment or articles of clothing, sheet, blanket, towel or other articles from the outside of a unit and/or accessory unit, balcony, landing or stairway forming part of a unit or on the common property except in places expressly provided for the purpose; or
- (k) display any placard, advertisement or sign (including any Real Estate Agents signboard) in or upon the member's unit and/or accessory unit or in or upon the common property unless the Body Corporate first grants consent in writing hereto and then only in accordance with the terms and conditions specified in such consent; or
- (l) breach the regulations from time to time made by the Body Corporate relating to the disposal of garbage; or
- (m) use any carspace otherwise than for the purpose of parking a vehicle thereon and then only in such a manner as may be fair and reasonable and to maintain the area in a clean and tidy condition; or
- (n) breach the regulations from time to time made by the Body Corporate relating to the use of any part of the common property; or
- (o) breach the regulations from time to time made by the Body Corporate relating to the parking of motor cars or other vehicles on the common property and/or areas designated for visitor parking; or
- (p) fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all any other objects whatsoever whether solicited or unsolicited or to arrange for all such required clearances by other person should a member or members be absent for any reason whatsoever and therefore be unable so to do for any period which shall include one night notwithstanding that the requirements may be waived entirely or otherwise amended by the Body Corporate provided that any such waiver or amendment is obtained from the Body Corporate in writing no less than seven days prior to the date or dates for which such waiver is required.

- 2. It is the responsibility of a member or the occupier of a member's lot to ensure household garbage is placed in the bins provided in the garbage bin storage area located on the ground floor.
- 3. The garden areas fronting Camberwell Road (including those in front of Apartments 1 to 8 inclusive) will be maintained by the Body Corporate as part of the garden maintenance program.
- 4. The total gas supply charge and usage charge to all member's lots will be shared equally.

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The common seal of Body Corporate Strata Plan No. 419545)
 was hereto affixed in accordance with Regulation 618 of the)
 Subdivision (Body Corporate) Regulations 1989 in the presence of:)

.....
 managing agent

