

ELIZABETH GARDENS PTY LTD

ABN 24 000 302 769

1 HOLDSWORTH AVENUE, ELIZABETH BAY, NSW 2011

HOUSE RULES

Rules and Regulations for all members/shareholders/occupants and their visitors, guests and tradespersons of Elizabeth Gardens Pty Limited, Elizabeth Gardens, 1 Holdsworth Avenue, Elizabeth Bay.

- 1. ARTICLES OF ASSOCIATION:** The right to occupy the flat and or parking space by virtue of the holding of a group of shares in accordance with Article 3 and shall be subject to the conditions set down in Article 8. The following rules and regulations are compiled in accordance with Article 8 (1) and any breach of these conditions may lead to the loss of occupancy rights and/or the forfeiture of the shares applicable to the unit.
- 2. ACCESS:** Upon 24 hours' notice in writing the Company or its servants, agents or contractors shall be permitted to inspect the interior, of any flat and to test any electrical, gas, water or other installation or equipment therein and to trace and repair any leakage or defect. This will be done at the expense of the Flat Holder in cases where such leakage or defect is due to any act or fault of the said Flat Holder or his or her guests, servants or agents. If access is not permitted, the company may effect an entry.
- 3. BALCONIES:** Care must be taken to ensure that unduly heavy pots or any other heavy objects are not placed on the balconies and there is no excessive watering of pot plants so that water drips from the balconies. It is not permitted to use barbecues on balconies. The balconies are not to be used for the storage of goods or for drying washing. Only pot plants and garden furniture are permitted. Storage of bicycles permitted but residents need to ensure they take care when carrying them through the common areas. The care and maintenance of the balconies (including the railings) and the sliding doors is the responsibility of the shareholder.
- 4. CAR PARK:** Owners and Occupiers may only park in the space allocated to that apartment and may not allow any Visitor/Guest or Tradesperson to use any other space without first obtaining permission from the Owner. Tradespeople, emergency vehicles, and removalists are permitted to park temporarily on common property as long as their vehicle(s) do not obstruct access to another Owner or Occupier's allocated car space or do not obstruct access to and from the entrance to car parking areas. Car spaces may only be sub-let or offered free- of-charge to Residents of the building. Vehicles belonging to Residents and Guests may park on common property directly in front of the building for periods of two hours or less providing their vehicle does not obstruct access to another Occupier's allocated car space and does not obstruct access to and from the entrance to car parking areas.
- 5. COMMON PROPERTY:** ("Common Property" shall mean that part of the property owned by the Company which is not within a unit including the exterior walls and grounds.)

No alterations, including painting, are to be made to any common property including the interior or exterior walls of the building. Balcony rails are not to be extended onto common property. No trade, business, professional or advertising signs or any notice or name board or plate is to be exhibited or put on any part of the outside or inside of the building unless prior written consent of the Board of Directors has first been obtained.

The right to occupy includes the right to use in common with all other members/shareholders all hallways, passageways, stairways and other portions of the building and the grounds surrounding the same which are available for the general use of members/shareholders. These areas are subject to the requirements of the Fire Safety Standards and must be free of any obstruction at all times. Any items found in these areas will be disposed of immediately.

- 6. DELIVERIES:** The delivery of any item, particularly furniture, is to be carried out only between the hours of 8.00 am and 6.00 pm Monday to Saturdays (excluding public holidays) and in such a manner as to not cause any damage to the building. Any damage caused will be costed and charged to the shareholder/tenant concerned.

Occupants should arrange to install the curtains, which are held in the storeroom, into the lift to protect the surface when moving large items in or out of the building.

- 7. FLOORS:** Because of the nature of the construction of the building, floors must be covered with sound absorbent material to prevent noise transmission to other units. Approved materials include carpet with underlay, floating floors with a minimum 10 mm sound absorbent acoustic layer with 80% floor coverage by rugs or furniture or other sound absorbent material which must be approved by the Board.

To help reduce the impact of noise, those occupiers of units with hard flooring are to not wear hard soled shoes such as high heels, business shoes, etc., at any time in the unit

The Board will investigate complaints of noise and determine the appropriate action.

- 8. GARBAGE:** All garbage is to be wrapped and placed into bins provided. No rubbish is to be left in any common area of the building. Items for recycling are to be placed in the bins provided. All boxes and cartons must be flattened and placed in the garbage area marked for cardboard, etc. NOT IN THE GARBAGE BINS. Disposal of unwanted items of furniture, white goods, etc. is to be arranged by contacting Council 9265 9333 before 2.00pm Tuesday for collection on Wednesday.

- 9. LAUNDRY:** To be used only between the hours of 8.00 am and 9.30 pm (when time clock cuts off). Report all faults to the suppliers. (The phone number is on each machine) Ensure that the lint filter on the dryers is cleaned after each usage.

The laundry facilities have been provided as an amenity for the residents, only, and not for any persons not resident in the building.

- 10. NOISE:** No occupier shall make or permit to be made any objectionable noise in the building or interfere in any way with any other occupier's peaceful enjoyment. No occupier shall have any noise emanating for any social gathering in the premises between the hours of 11 pm and

8.00 am which will be likely to interfere with the peace and quietness of the other occupiers of the building.

The units is not to be used as a place of practice of musical instruments and musical instruments are not to be played in a manner that is likely to disturb other residents of the building.

Washing machines, dryers and dish washer within units may not be operated between the hours of 8.00 pm and 8.00 am.

The slamming of doors, windows and cars doors or loud conversations late at night in the car park, on balconies or in the corridors is not permitted.

11. OFFENSIVE BEHAVIOUR: An Owner or Occupier of an apartment or any Invitee of the Owner or Occupier, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause embarrassment or offence to the Owner or Occupier of another apartment or to any person lawfully using common property.

11A.SMOKING:

(1) No Owner or Occupier, nor any Invitee of the Owner or Occupier, shall smoke tobacco or any other substance on any part of common property. Common property includes the car parking area, the foyer, the common laundry & toilet, the garbage station, the gardens & grounds around the building, the hallways on each residential level, and the entrance to the building.

(2) An Owner or Occupier of an apartment must ensure that smoke caused by the use of tobacco or any other substance by the Owner or Occupier, or any Invitee of the Owner or Occupier, in the apartment, does not penetrate to any part of the common property or any other apartment. Smoking of tobacco or any other substance is NOT allowed on balconies as smoke will drift into the apartments of neighbours.

12. PETS: No animals, reptiles or birds are to be kept on the property and no animals may be fed or encouraged on the property.

13. RENOVATIONS: Written application must be made to the Board of Directors and written consent obtained before any renovations can be done.

The application must include a written description and plans of the proposed works, and where the proposed work is of a structural nature, a report from a qualified structural engineer and, where necessary, the consent of the City of Sydney Council. The structural engineer is to advise and confirm that if a wall or part of a wall that is non-structural is to be removed, there is no load redistribution that could make a “non-load” bearing wall into a load bearing wall. This engineer must also advise that removing the wall in question will not adversely exacerbate any building movements.

All work is to be done by registered and insured builders/tradespeople.

Upon completion of the renovation, the Shareholder must provide certificates of compliance for all plumbing, electrical, and waterproofing works. In addition, a copy of the manufacturer's warranty for the waterproofing is required.

No renovation work is to be done on any common area or on balconies or near open windows when dust and grit from sanding or other work will affect other apartments.

The panel covering the main utilities riser in each apartment must be easily removable and not blocked, tiled or walled over as access is required for inspections and repairs.

An indemnity must be signed by the Shareholder agreeing to the conditions set by the Board with a non-refundable damage bond of \$500. (five hundred dollars) lodged with Elizabeth Gardens Pty. Ltd. plus a bond of \$4,500. (four thousand five hundred dollars) which is refundable after the work has been completed, and inspected and approved by the Board. Invoices for these 2 (two) bonds will be issued by the Managing Agent. Upon receipt of payment of these invoices, and Board approval for the work, renovation can commence.

All renovation work is to be completed within a period of 3 (three) consecutive months.

The Shareholder is responsible to ensure that notices are clearly displayed in the foyer advising Residents of the renovation, with details of proposed dates and times for noisy works. The notice is also to include a contact name and their phone number in the event of an emergency.

The hours of work must be restricted from 8.00 am to 5:00 pm, Monday to Friday, and 8.00 am to 12 Noon on Saturday. No work is to be carried out on Sundays or Public Holidays. Noisy work such as hammering, drilling, or tile removal with power tools may not be undertaken on Saturdays.

14. REPAIRS: Any repairs on Company property including plumbing, electricity must be reported to the managing agent and then authorised by the Board or its agent. Only licensed tradespeople are permitted to carry out work in the building, even work at shareholder's expense. A list of preferred trades is available from the managing agent.

15. RESIDENTS: No unit shall be occupied without the prior approval of the Directors. Units are to be used as domestic residences only and are not to be used as places of business though this does not preclude their use as home offices.

All occupants shall be held fully responsible for the good conduct and behaviour of their visitors.

16. SECURITY: It is most important that the security of the building is maintained and care must be taken to ensure that the front door is locked at all times. Do not allow access to the building to any person not personally known to you. Additional security keys can only be obtained after lodging a refundable deposit of \$ 100.00.

17. STORAGE: There is limited storage space within the building allocated to units. You must make alternative arrangements for any excess items.

18. TENANTS: The Articles of Association of the Company provide that the shareholder/ member is permitted to let out the unit to persons acceptable to and subject to such reasonable terms and conditions as the Board may think proper including but without limitations an agreement between the Company, the tenant and the shareholder/member.

Tenancies shall be for no more and no less than six months subject to the Board's consent which may in its absolute discretion be withheld to renew for a further period of six months.

Before any tenancy agreement can be signed with a tenant the proposed tenant/s shall supply at least three character references and meet with the Board of Directors for the purpose of being approved as residents of the building. A charge of \$100.00 will be due and payable to the company for every interview conducted for this purpose. The charge to be paid by the shareholder/member.

In the assignment of any tenancy or sub-tenancy the shareholder shall ensure that the Rules and regulations of the Company are fully complied with and in accordance with the Articles of Association of the Company.

No tenant shall be permitted to sub-let any unit without first obtaining the consent of the Board of Directors and all sub-tenancies shall be subject to the same conditions as for tenancies. Short term sub-tenancies for tourists or commercial apartment swaps organised through internet sites such as AIRbnb are not permitted.

19. WINDOWS: Windows are to be kept in a clean and safe condition to the satisfaction of the Board. The cleaning of windows, internally and externally, is the responsibility of the Shareholder and at their own expense. No Personal items are to hang from any window or anything thrown from then. No advertising or other signage is to be displayed on or in windows. The repair and/or replacement of window latches/locks is the responsibility of the Shareholder at their expense. Care must be taken to ensure that windows are closed during high winds and storms. The repair and/or replacement of cracked window panes where the crack appears to originate at or near the window latch is the responsibility of the Shareholder at their own expense. Cracked window panes due to storm damage or building movement are to be reported immediately to the Managing Agent. Repair and or replacement in these cases will be decided by the Board of Directors in its absolute discretion on an individual case by case basis.

20. ENFORCEMENT OF HOUSE RULES: If the Directors of Elizabeth Gardens Pty. Ltd. form the view that a Shareholder or other Occupant has breached any one or more of these Rules and Regulations, then:

- a) the Directors may in their absolute discretion issue to the Shareholder or other Occupant a breach notice which:
 - i. identifies the act or omission which the Directors consider to constitute a breach;
 - ii. identifies the provision of these Rules and Regulations which the Directors consider has been breached;
 - iii. directs the Shareholder or other Occupant not to breach the provision in the future, or to rectify the breach within a reasonable time;

b) if a Shareholder or Occupant fails to comply with a direction given under subparagraph (3), the Directors may in their absolute discretion commence proceedings in the Local Court of New South Wales to seek such orders as it thinks fit.

These rules have been made for the good conduct and enjoyment of the building and you are asked to always consider your fellow occupants.

In accordance with Article 8 (1) of the Articles of Association of the Company these Rules and Regulations are determined and published by The Board of Directors on the 18th day of November 1996 and confirmed by the shareholders in a general meeting held on the 9th day of December 1999 and as amended 14th July 2009, 11th of May 2010, 20th January 2011, 19 January 2012, 21 November 2013, 20 March 2017 and 1 April 2020.

WHAT TO DO WHEN THE FIRE ALARMS ARE ACTIVATED.

1. Reassure yourself that there is no fire in your own unit.
2. Check the corridor outside your unit for smoke.
3. If there is any smoke immediately ring '000'.
4. Make sure your neighbour is aware of the alarm.
5. Evacuate the building by way of the stairs right out to the street.
6. Wait for the all clear to be given by the Fire Brigade before re-entering the building.

LEARNING TO LIVE WITH SMOKE DETECTORS

1. Smoke detectors are sensitive pieces of equipment and in addition to smoke can be affected by the following:-
 - a) Any aerosol sprays
 - b) Steam
 - c) Dust
 - d) Insects
 - e) Smoke from mosquito coils
2. Smoke detectors must not be tampered with in any way and must not be painted.
3. When renovation work of any description is being carried out within the unit the detectors must be covered to protect them from being affected by any dust, steam, etc.
4. When showering keep the bathroom door closed to stop steam entering the bedrooms and hallways.
5. When cooking have the kitchen window open to allow excess steam and/or smoke from cooking to escape.

These systems have been put in place, at great expense, for the protection of the residents of the building and you are reminded that any interference could result in this protection being reduced.

Name

Signature

Date