

# GREENKNOWE LIMITED

ABN 16 000 354 147

2 GREENKNOWE AVENUE , ELIZABETH BAY

In accordance with Article 9 of the Articles of Association of the Company these Rules and Regulations are determined and published by the Board of Directors on the 25 The day of February 2003, confirmed by the shareholders in a general meeting held on that day and as amended by the Board of Directors on 28 September 2006, 14 November 2007 and 5 November 2008 and replaces all previously issued sets of rules. These Rules apply to all members/ shareholders/occupants and their visitors, guests and tradespersons of Greenknowe.

1. **ARTICLES OF ASSOCIATION:** The purchase of a Group of Shares entitles the owner/s to occupy a unit and/or parking space as allocated by Article 4. The following rules and regulations are compiled in accordance with Article 6 and 9 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/offices/car space.
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 unit 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 Unit Holder in cases where such leakage or defect is due to any act or fault of the said Unit Holder or his or her guests, servants or agents. If access is not permitted, the company may effect an entry.
3. **COMMON PROPERTY:** ("Common Property" shall mean that part of the property owned by the Company which is not within a unit.)  
No alterations, including painting, are to be made to any common property including the interior or exterior walls of the building. No trade, business, advertising or professional 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.

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 even those temporarily stored there.

4. **CONTRIBUTORY NEGLIGENCE:** The owner will indemnify the Company from all loss and damage to the building (as well as property owned by another resident) whatsoever caused by the negligent use or misuse, waste or abuse of the water, gas or electricity supplied to the owner in connection with the unit by the owner his guests, tenants, servants, agents or invitees.

It is recommended each householders insurance policy also covers contributory negligence.

5. **DELIVERIES:** The delivery or removal of furniture, white goods or any other bulky item is to be carried out only between the hours of 7.30 am and 5.00 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 concerned. Arrangements are to be made with the Building Manager to install the protective curtains in the lift before any deliveries are made

6. **FIRE DETECTION SYSTEMS:** All care must be taken to ensure the smoke and thermal detectors are kept clean and free of excessive amounts of dust and steam. They **MUST NOT** be painted over or removed. Appliances such as toasters, heaters, hair spray, insect spray, mosquito coils and roach bombs should be kept away from the detectors as these can set off the alarms.

Any charges from the Fire Brigade brought about by the non-compliance to the guidelines set out in the Emergency Control Procedures circulated by the Fire Department will be passed on to the shareholder.

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.

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

8. **GARAGE:** Garage space is only available to those shareholders who have garage space allocated. Should they wish to sub-let or sell the shares applicable to such space, then it must be to a resident of "Greenknowe".

No vehicle shall at any time be so parked as to occupy more than its allocated space, as designated by the company, nor so as to obstruct ingress, parking and egress of any other vehicle. The garage is not to be used as a storage area.

9. **GARBAGE:** All garbage is to be securely wrapped and placed inside bins provided. No rubbish is to be left in any common area of the building. Under no circumstances is anything of an edible nature to be placed uncovered on top of these bins, thus encouraging vermin. Items for recycling are to be placed in the bins provided. All cartons and boxes should be flattened and bottles quietly placed in the appropriate recycling bins. Only items allowed by Council should be placed in the recycling bins.

10. **HOUSEKEEPING:** The member will be responsible for maintaining the interior of the unit/offices in a good state of repair and cleanliness and all practicable steps taken to prevent infestation by vermin and/or insects

11. **INSURANCE:** The Company shall not be liable for any damage to any furniture, fixtures, fittings or goods of any kind from water overflow or any other matter which may leak into the premises. Each shareholder is recommended to cover the contents of his or her respective unit by a comprehensive household insurance policy.

12. **LAUNDRY: A. Communal.** The laundry facilities on the roof have been provided as an amenity for residents and not for non residents of Greenknowe. Hours of operation are from 7.30 am to 9.00 pm.

**B. Internal.** Installation of laundry facilities within units must be approved by the Board and installed to the relevant Australian Standards. Hours of operation are from 7.30 am to 9.00 pm.

13. **LIFTS:** Residents or guests shall not detain nor interfere with the proper operation of the lifts and

must ensure that the doors are fully closed on leaving the lifts.

14. **NOISE:** Occupiers must not create any noise likely to interfere with the peaceful enjoyment of other occupants of the building.

No occupier shall have any noise emanating from any social gathering in the premises between the hours of 11 pm and 7.30 am which interferes with other occupiers of the building.

The noise level from televisions, sound systems or musical instruments must be kept to a level only heard within that unit.

Dishwashers and vacuum cleaners within units may not be operated between the hours of 11.00 pm and 7.30 am.

15. **OCCUPATION:** Studio (bachelor) units are to be limited to single occupancy, only. There will be an administration fee of \$300.00 each time there is a change of occupant whether tenant or shareholder.
16. **OFFENSIVE BEHAVIOUR:** All residents, their guests and tradespersons are required to engage in a manner of behaviour, language and dress which does not cause offence or embarrassment to other residents. For the safety of all, running on stairs is strictly prohibited.
17. **PETS:** No animals, reptiles or birds are to be kept on the property and no animals may be fed or encouraged on the property.
18. **RENOVATIONS:** An application form must be completed and submitted to the Board prior to any structural alteration being made to any unit (including any alteration to gas, water or electrical installation). Any such alterations may not proceed prior to the written approval of the Board and the payment by the Shareholder of the relevant bond as specified by the Board. Such work may be carried out only between the hours of 7.30 a.m. and 5.00pm on Mondays to Fridays, and no work to be carried out on Saturdays, Sundays or public holidays, apart from no noise producing work such as painting. Cabinets, joinery etc. to be constructed off-site and assembled only within a unit. Such works shall be carried out so as to cause as little inconvenience as possible to other Shareholders. The owner of the unit where such work is being carried out shall be responsible to pay the cost of all additional cleaning and for the repair (including replacement) of any damage to lifts, vestibules and other parts of the building and its furnishings caused by contractors and by the delivery of materials.

The shareholder shall indemnify the Company for all alterations to the unit or the services within the unit carried out by the shareholder.

19. **REPAIRS:** Any repairs to Company property must be 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. Trades people must carry full insurance cover and comply with all requirements of the Occupational Health and Safety Act. Repairs to the electrical and plumbing services within the unit is the responsibility of the shareholder.
20. **RESIDENTS:** The units are to be used as domestic residences only. The premises are not to be used as a place of business. No trade, business, professional or advertising notice shall be exhibited on or about the building.

21. **SECURITY:** It is most important that the security of the building is maintained and care must be taken to ensure that the main entry doors, including garage and laundry, are locked at all times. Residents must not allow access to the building to any person not personally known to them.
22. **TENANTS:** All prospective tenants must present themselves for an interview with the Building Manager or the Board's Agent prior to any lease being signed. The Board may refuse to approve a tenant where they are of the opinion that it is not desirable to admit the proposed person as a tenant without being called upon to disclose any reason for such refusal.
23. **WINDOWS:** Windows shall be kept clean and promptly replaced with suitable glass if broken or cracked. In accordance with a resolution of the members the repair and replacement of the original window frames in the units is the responsibility of the Unit Holder.

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

Building Manager - John Ciregna - unit 28 phone 9356 2098 (h) 0419 987 088

Company Secretary - Fay McDonald - phone 8354 0883

**Schedule 'A'**

**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 and sprinkler system.**

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
  - e) Insects
  - f) 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.
6. Sprinklers will only be activated if there is enough heat from a fire to break the glass filament and allow the water to be released. Only the sprinkler head affected by the heat will be activated.
7. Sprinkler heads must not be tampered with in any way.

**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.**