

Owners Corporation Rules
1 Short Street and 20 to 24 Hepburn Road, Doncaster VIC 3108 - PS 730156V

1. DEFINITIONS

In these rules:

- (a) “**Act**” means the Subdivision Act 1988, Owners Corporations Act 2006, Consumer Affairs Amendment Act 2010 or any amended versions of the same;
- (b) “**Approved Internal Blinds**” means blinds of a colour as defined in clause 6(j) below.
- (c) “**Owners Corporation**” means Owners Corporation on Plan No. PS730156V;
- (d) “**Building**” means the building constructed on the Land;
- (e) “**Common Property**” means any common property described on the Plan of Subdivision;
- (f) “**Development**” means all the land and improvements comprised in Plan of Subdivision No: 730156V and known as 1 Short Street and 20 to 24 Hepburn Road, Doncaster.
- (g) “**Land**” means the whole of the land described in the Plan of Subdivision;
- (h) “**Lot or Lots**” means a Lot or Lots on the Plan of Subdivision;
- (i) “**Manager**” means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (j) “**Member**” means an owner of a lot on the Plan of Subdivision and includes any references to proprietor;
- (k) “**Model Rules**” means the model rules prescribed by the Owners Corporations Act 2006 from time to time and a copy of the current model rules are attached to Annexure A;
- (l) “**Occupier**” means any person occupying or in possession of a lot of the Plan of Subdivision and can include a member;
- (m) “**Outgoings**” shall include but not be limited to rates, charges, taxes and impositions (other than those levied directly against a Member’s Lot), insurances and improvements, cleaning, electricity, fire protection, maintenance, repairs, security, bank, statutory and government fees and charges, garden maintenance, air-conditioning of the Common Property and all other expenses related with the Building and Common Property from time to time.
- (n) “**Plan**” or “**Plan of Subdivision**” means Plan of Subdivision No 730156V;
- (o) “**Proprietor**” means a member of the Owners Corporation;
- (p) “**Regulations**” mean the Subdivision (Owners Corporation) Regulations 2001 and Owners Corporations Regulations 2007 as amended from time to time.

- (q) **“Relevant Authority”** mean Manningham City Council;
- (r) **“Security Key”** means a key, access card, swipe, magnetic card or other device used to open doors, gates, and locks.

1.2 In these Rules, unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words imparting the singular include the plural and vice versa;
- (c) words imparting a gender include any gender;
- (d) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes;
- (e) a reference to a law includes all laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances and rules issued under statute;
- (f) an expression imparting a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority;
- (g) a reference to a thing includes part of that thing; and
- (h) these rules operate in addition to any obligation or responsibility imposed from time to time statute or common law or inequity.

2. USE AND BEHAVIOUR BY MEMBERS, OCCUPIERS AND INVITEES

A Member, Proprietor, Occupier or invitee of the Member, Proprietor or Occupier, must not, and must ensure that any person occupying or being on the Lot or on the land on the Plan of Subdivision does not:

2.1

- (a) Use the common property or the common facilities or permit the common property or common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (b) Use or permit the common property or the common facilities to be used for any purpose other than that for which they were designed;
- (c) Suffer to be done in or upon the common property, common facilities or any titled lot any act, matter or thing that may render any insurance in respect of the building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- (d) Use or permit any lot, the common property or common facilities 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 families or visitors of any such member or occupier;

- (e) Use or occupy any lot or lots or any part thereof as a restaurant, café, food related retailer or alcohol distributor for carrying on any trade or business
 - (f) Fail to accept liability for and compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by any such Owner, Occupier or their invitees including payment of insurance excess amount on Owners Corporation insurance claims;
 - (g) Fail to clear on each and every day the contents of the member's mail receiving box;
 - (h) Fail to inform and require compliance of all Owners Corporation rules and regulations on any occupier, guest, visitor or invitee of any kind;
 - (i) Fail to provide a copy of the rules of the owners corporation at the commencement of the occupation to any occupier of the lot should the lot owner not occupy his or her lot;
 - (j) Obstruct the lawful use of common property by any person;
 - (k) Use a lot or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier or user of another lot;
- 2.2 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property;
- 2.3 A proprietor or occupier of a lot must not smoke, eat, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lift, foyers, car park, lobbies or any area forming part of the common property;
- 2.4 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in common property except in those areas designated from time to time by the Owners Corporation;
- 2.5 A proprietor or occupier of a lot must not let their apartment as a short-stay apartment, including holiday letting, backpacker residence, corporate short-stay or any other form of short-stay apartment at all;
- 2.6 A proprietor of a lot must provide to the Owners Corporation a residential address that is an Australian residential address for all notices and service of documents;
- 2.7 A proprietor or occupier of a lot acknowledges that all floorings in their lot, of whatever material, are not included in the Owners Corporation insurance and it is the responsibility of the proprietors and occupiers to obtain such insurance for their individual lots.

3. VEHICLES, DRIVEWAYS AND CAR PARK

A Member, Proprietor, Occupier or invitee of the Member, Proprietor or Occupier, must not, and must ensure that any person occupying or being on the Lot or on the land on the Plan of Subdivision does not:

- (a) Use or permit to be used any part of the member's car parks otherwise than for the purpose of parking a motor vehicle only and not to assign, sub-let or grant any licence to any person to use such car park;
- (b) Use or permit to be used any car park other than a car park allocated to the Lot in accordance with the Plan of Subdivision;
- (c) Use or permit to be used a car park that is designated as a Visitor, Contractor, Disabled or any other designation from time to time;
- (d) Use or permit to be used a car park that is designated as a loading zone from time to time;
- (e) Use or permit to be used a car park that is designated as a move in/move out zone from time to time for any purposes other than moving in or out of the building;
- (f) Park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a car park or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- (g) Drive or operate any motor vehicle on any internal surface in excess of 10kph;
- (h) Permit bicycling, rollerblading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the common property;
- (i) Park, either for short or long term periods, any Occupier's vehicle in any car park space, driveway, except in the space or spaces as delineated on title as belonging to each individual lot;
- (j) Interfere with the operation, function or control of any electronic vehicle access gates;
- (k) Wash any vehicle in any area or car parking space or any common property whatsoever;
- (l) Allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kinds are removed immediately upon notice of the same by the Owners Corporation.

The Owners Corporation reserves the right upon notice should the occupant fail to immediately remove any build-up to clean the car park lot and invoice the owner for the cost of the same.

- (m) Use the car park lot for storage of any item outside of its intended use as a car parking facility;
- (n) Permit any bicycle to be brought into a lot of the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated

by the Owners Corporation or its building manager from time to time except for the purpose of taking such bicycle to the designated bicycle storage areas.

- 3.1 The proprietor may not install any storage unit, storage facility or bicycle rack within a member's car park lot without first having supplied plans of the same to the Owners Corporation or its agent and having received prior written approval for the same. The Owners Corporation reserves the right to refuse any request for the same.
- 3.2 Bicycles are only to be left in the designated bicycle storage areas on the Plan and may not be stored within an owners car park lot without prior written approval by the Owners Corporation for the same and without installation of a bicycle storage rack, plans of which are required to be supplied to the Owners Corporation for approval prior to installation. The Owners Corporation reserves the right to refuse any request for the same.

4. NOISE

A Member, Proprietor, Occupier or invitee of the Member, Proprietor or Occupier, must not, and must ensure that any person occupying or being on the Lot or on the land on the Plan of Subdivision does not:

- (a) Make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;
- (b) Make or permit to be made noise from music, machinery or other, including social gatherings, musical instruments, television sets, radios, stereos, CD players or the like which may be heard outside the owner's lot between the hours of 10.00pm and 7.00am;
- (c) Create upon the Members lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another lot or of any person lawfully using common property;
- (d) Hold any social gathering or create noise likely to be objected to in the common areas or on balconies, courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her lot and also such further steps as may be within his or her power to effect between the hours of 10.00pm and 7.00am;
- (e) Allow guests to leave or Members or Occupiers to leave or return to a lot between 10.00pm and 7.00am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other Members or Occupiers;
- (f) Without limiting the generality of the foregoing, use hammer drills, jack hammers, or carry on any building, renovations or the like in a lot on weekends or public holidays or outside the hours of 8.00am to 5.00pm on weekdays.

Subrule 4(f) does not apply to the making of noise if the owners corporation has given written permission for the noise to be made relating to maintenance of the common property or a lot in an emergency or where mitigation is required to ensure further loss or damage to property or person including safety does not occur.

5. ANIMALS

A Member, Proprietor, Occupier or invitee of the Member, Proprietor or Occupier, must not, and must ensure that any person occupying or being on the Lot or on the land on the Plan of Subdivision does not:

- (a) Keep any animal on the common property, common facilities or within the Member's lot after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance;
- (b) Exercise any animals on common property, allow any animal to roam freely or allow any animal to defecate or urinate on common property at any time;
- (c) Fail to clean up after any animal debris or make good any damage to common property;
- (d) Fail to clean up each day any animal debris from balconies, courtyards or patios within a Member's lot;
- (e) Keep any animal on a balcony, courtyard or patio within the Member's lot if the Member, occupier or an invitee is not present;
- (f) Keep any animal within a Member's lot without having first notified the Owners Corporation and having received written approval of the same.

6. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE

A Member, Proprietor, Occupier or invitee of the Member, Proprietor or Occupier, must not, and must ensure that any person occupying or being on the Lot or on the land on the Plan of Subdivision does not:

- (a) Allow any balcony or open area forming part of a lot to become unkempt, or unsightly;
- (b) Hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a member's lot or the common property or on or from any balcony, entrance or landing of a member's lot or the common property except in specific areas if any designated for that purpose by the Owners Corporation;
- (c) Install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting on a lot;
- (d) Keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot;
- (e) Keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter;
- (f) Allow water or refuse or other item fall onto another Member's lot or water when watering or cleaning plants or the balcony;
- (g) Construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard;

- (h) Install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the building including the balcony;
 - (i) Install any air-conditioning unit in a lot or on a balcony, patio or courtyard without having provided plans to the Owners Corporation and having received written permission from the Owners Corporation for the installation;
 - (j) Hang curtains, blinds or window coverings of any type visible from outside the lot without prior written consent from the Owners Corporation and unless those curtains, blinds or window covers are a shade of light grey as determined by the Manager from time to time.
 - (k) Obstruct entrance to a lot or balcony / courtyard or other area forming part of a Member's lot by the Building Manager, Owners Corporation Manager or Owners Corporation contractor for the purposes of maintenance or cleaning of the building structure including roof areas, guttering, awnings, glass or any other preventative maintenance or repairs;
 - (l) Paint, finish or otherwise alter the external façade of any building or improvement forming part of the common property or their lot;
- 6.1 A proprietor or occupier of a lot must ensure that any outdoor furniture or other items allowed by the Owners Corporation and left on a courtyard, patio, exterior or other balcony area is suitable for the conditions with which they are stored, and will be unable to be shifted, moved or otherwise lifted during high wind or weather conditions causing a safety risk to nearby property and persons.

The Member agrees should damage be incurred to the owners corporation property as a result of a failure to adhere to this rule, that the owners corporation will not be responsible for payment of any insurance claim excess and the Member will reimburse the Owners Corporation for any other loss incurred as a result of a failure to adhere to this rule.

7. RUBBISH

A Member, Proprietor, Occupier or invitee of the Member, Proprietor or Occupier, must not, and must ensure that any person occupying or being on the Lot or on the land on the Plan of Subdivision does not:

- (a) Store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation;
- (b) Fail to keep all garbage and refuse within the member's lot in tidily secured containers and place the member's garbage or refuse for collection in conformity with hygiene regulations of the Owners Corporation or Manningham City Council as determined from time to time and to remove such garbage and refuse from the member's lot only in accordance with such regulations and at such times as shall be designated acceptable to the Owners Corporation and to ensure that all garbage of a wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of occupants, contractors and Council collection employees;

- (c) Deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection for items of this nature;
 - (d) Deposit cans, bottles, cardboard and other recyclable items in the general waste bins or any area except in the recycling bins or area provided for such and never deposit any glass, hard waste or cardboard in a garbage chute;
 - (e) Throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another member's lot or the common property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the occupier of the member's lot;
- 7.1 An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort or the occupiers or users of other lots;

Fail to reimburse the owners corporation for any expenditure related to the disposal of inappropriate materials such as hard rubbish dumped on common property or in the immediate surrounds of the building. Owners and occupiers are responsible for the disposal of any hard rubbish or items such as gas bottles, chemicals, car parts or other that cannot be appropriately removed from site within the waste management plan of the building as determined by the Owners Corporation from time to time.

8. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES

A Member, Proprietor, Occupier or invitee of the Member, Proprietor or Occupier, must not, and must ensure that any person occupying or being on the Lot or on the land on the Plan of Subdivision does not:

- (a) Move in or move out prior to completing the Owners Corporation booking form, lodging the completed form and receiving approval for the move in/move out time from the Owners Corporation;
- (b) Move in or move out any furniture, fittings, furnishings or equipment from any entry or exit point other than the car park entrances and exits;
- (c) Fail to give less than twenty-four (48) hours notice to the Owners Corporation or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of any lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation;

The Owners Corporation reserves the right to turn away any Member or occupier who has not provided the appropriate notice and the Owners Corporation will not be responsible for any loss of income or monies incurred as a result of the failure of the Member or Occupier to adhere to the minimum notice period. Should 48 hours' notice not be provided and the lift is not available due to another booking, the Owners Corporation reserves the right to refuse access;

- (d) Fail to arrange for deliveries of any kind or nature unless the Member or designee is at or on the premises to accept and arrange for the same at each member's sole cost and liability;
- (e) Fail to ensure that the loading and unloading of vehicles is made at such locations and at such times as to cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time. Please note removalist vehicles exceeding height limitations into the car parks will be required to organise street parking to accommodate loading and unloading;
- (f) Damage, obstruct or interfere with the lift, stairways, corridors or any common property when moving any items in or out of any lot;
- (g) Use the lift for moving furniture and furnishings into or out of a unit without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation;
- (h) Allow moving boxes or other associated rubbish from deliveries or moves to be disposed of by the Owners Corporation or within the Owners Corporation rubbish area. All moving boxes or associated rubbish must be removed by the owner or tenant or their removalist and must not be disposed of in any common area rubbish area at any time;
- (i) Undertake any removals on weekends or public holidays without the written consent of the Owners Corporation. Move ins and move outs or shifting of furniture or other items may only occur during business hours Monday to Friday to allow adequate management of the same by the Owners Corporation.

Should the Owners Corporation incur a charge as a result of an illegal move in or move out on a weekend, after hours or a move not booked with 48 hours prior notice, the Owners Corporation reserves the right to charge the owner of the lot for the cost of management of the move. The cost will be the cost reasonably incurred for a caretaker to oversee the move on an hourly cost basis.

9. BUILDING WORKS

- 9.1 A Member must not, and must ensure that the Occupier of a Member's lot does not undertake any building works within or about or relating to an Owners Corporation member's lot except in accordance with the following requirements:
 - (a) A lot owner must give notice to the owners corporation of any application by the lot owner for a building permit or planning permit or the certification of a plan of subdivision affecting the lot;
 - (b) 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 Owners Corporation manager or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof;
 - (c) The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance disturbance and inconvenience from building operations to other lot owners and occupiers.
- 9.2 The proprietor or occupier of a lot must not proceed with any such works until:

- (a) The proprietor or occupier submits to the Owners Corporation plans and specifications of any works proposed 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; and
 - (b) Supplies to the Owners Corporation such further particulars of those proposed works as they may be requested to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accord with the reasonable aesthetic and orderly development of the total building, do not endanger the building and are compatible with the overall services to the building and the individual floors; and
 - (c) The proprietor or occupier receives written approval for those works from the Owners Corporation whose permission for the same will not be unreasonably withheld.
- 9.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier including servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, delivery of materials, insurances, parking of vehicles, disposal of waste and hours of work.
- 9.4 The proprietor or occupier of a lot must ensure that the 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.
- 9.5 The proprietor or occupier of the lot must supply to the Owners Corporation a copy of the servants agent and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same.
- 9.6 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building and common property which are caused by such works and if the proprietor or occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the owner.
- 9.7 A proprietor or occupier must not arrange for tradespersons (except in emergencies) or any nature or kind to perform works to be accomplished except during normal working hours 8.00am to 5.00pm Monday to Friday and there shall be no work done by tradespeople on weekends or public holidays at all.
- 9.8 A proprietor or occupier of a lot must promptly notify the Owners Corporation or its manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation. Please note construction defects for proprietor's lots are to be referred for rectification to the builder, contractor, Vendor or other proper authority.
- 9.9 The proprietors or occupier of a lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners

Corporation caused by that proprietor or occupier or their respective tenants, licenses or invitees.

- 9.10 Subrule 9.7 does not apply if the Owners Corporation has given written permission for the works to be undertaken which will only be granted on the basis of emergency requirements or mitigation relating to damage to property or persons.

10. SIGNAGE

A Member, Proprietor, Occupier or invitee of the Member, Proprietor or Occupier, must not, and must ensure that any person occupying or being on the Lot or on the land on the Plan of Subdivision does not:

- 10.1 Permit any placard, advertisement or signage in or upon the member's lot or upon the common property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent;
- 10.2 Permit any advertising material, logos, sign writing to any external window or glazing or external solid face of a lot without the written consent of the Owners Corporation;
- 10.3 Erect signage without prior written permission of the Owners Corporation and upon receipt of advice from the Manager, immediately remove the illegal signage. Should the Member not remove the signage within 48 hours of written advice, the Owner consents to the Owners Corporation contractor accessing the property to arrange removal of the same. The cost of the removal will be invoiced to the owner for reimbursement to the Owners Corporation.

11. DAMAGE, REPAIRS, MAINTENANCE AND SERVICES

A Member, Proprietor, Occupier or invitee of the Member, Proprietor or Occupier, must not, and must ensure that any person occupying or being on the Lot or on the land on the Plan of Subdivision does not:

- (a) Damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Owners Corporation property located on, in or attached to the common property, provided further that if the Owners Corporation expends money to make good damage caused by any member or tenants, guests, servants or their invitees of any of the lots, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the owner of the lot;
- (b) Interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;
- (c) Interfere with the operation, function or control of any of the common property fixtures, fittings or equipment;
- (d) Store any inflammable liquid or chemical on any lot or any part of the common property nor suffer to be done any act or thing whereby any policy of insurance on the buildings and other improvements in the parcel or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance

This rule does not apply to:-

- i. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - ii. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
 - (e) Interfere or activate any of the building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the Occupier or Member;
 - (f) Modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.
 - (g) Install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the relevant fire regulations and of a colour approved by the Owners Corporation;
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- 11.1 A proprietor or occupier of a lot must grant to the Owners Corporation its servants and agents upon the member being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the common property and the cleaning of the outside of the windows and external façade of the Owners Corporation (immediate access for emergencies);
 - 11.2 A proprietor or occupier of a lot must ensure that all smoke detectors and fire equipment installed in the lot are properly maintained and tested (excludes sprinklers linked to the main building system) and that batteries for smoke detectors are checked and replaced regularly;
 - 11.3 A proprietor or occupier of a lot must ensure that the front door to the apartment is maintained in accordance with the fire regulations and Certificate of Occupancy as a fire door and that no additional locks, chains, deadlocks or peepholes be installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;
 - 11.4 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot;
 - 11.5 A proprietor or occupier of a lot must ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied so as to ensure that water is not falling onto another lot within the Owners Corporation or common property;
 - 11.6 A proprietor or occupier of a lot must ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned;
 - 11.7 A proprietor or occupier of a titled lot (either residential, storage or car park lot) that provides access to any common area equipment, services or structure, must provide access to the Owners Corporation from time to time as required to service, repair or inspect the same. The Owners Corporation must provide a minimum of 24 hours notice unless the matter is an emergency. The Owners Corporation reserves the right to enter a

premises for the purpose of repairs or other matter if the matter is an emergency without notice. Access includes but is not limited to the roof, box gutters and balconies;

- 11.8 All lots must regularly check and clean internal and external drains on their private lots to ensure drains remain free of debris and are maintained for the purposes for which they were designed;
- 11.9 The proprietor of a lot acknowledges that some services such as bulk hot water, gas or other supplying services to individual lots and connected to common area meters and will be invoiced via the Owners Corporation budgets to owners.

12. CHARGING OF INTEREST, LEGAL ACTION AND RECOVERY OF AMOUNTS OWED TO THE OWNERS CORPORATION

- 12.1 The Owners Corporation will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983.
- 12.2 The Owners Corporation may recover any amount owed to the Owners Corporation in the Victoria Civil and Administrative Tribunal (VCAT) or any court of competent jurisdiction including all legal costs incurred by the Owners Corporation in collection of the same.
- 12.3 The owner of a lot must not permit tenants or occupiers to avoid paying the cost of damage, false alarms or other amounts from time to time owed to the Owners Corporation. If the amount is not paid within 7 days, or within the agreed period, the proprietor will become liable to the Owners Corporation for the amount.
- 12.4 The owner of the lot must pay to the Owners Corporation any monies expended in debt collection or searching for correct correspondence addresses including Land Titles Searches, Private Detective, administration fees or any other fees reasonably expended.
- 12.5 A lot owner who sells a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.
- 12.6 A person who acquires a lot must advise the Owners Corporation of the person's name and address within one month of the completion of contract.
- 12.7 A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it as soon as possible.
- 12.5 A lot owner must provide a street address in Australia for correspondence purposes to the Owners Corporation. Post office box addresses will not be accepted.
- 12.6 Overseas lot owners must maintain an Australian address with the Owners Corporation for the purposes of correspondence and levies.
- 12.7 The Owners Corporation notes that any administrative, legal or other fees incurred by the Owners Corporation in collection of outstanding fees will be invoiced to the Member. The individual Member is liable to pay any fee reasonably incurred by the Owners Corporation

in recovery of the Member's debt including Final Fee Notices, Owners Corporation Manager expenses, debt recovery costs, legal fees or any other fee reasonably incurred.

- 12.8 The Owners Corporation resolves that legal action may be undertaken on behalf of the Owners Corporation in any court of competent jurisdiction relating to fee recovery.

13. SECURITY

- 13.1 The Owners Corporation may charge a reasonable fee for any additional security key required by the proprietor.
- 13.2 A proprietor or occupier of a lot must promptly notify the Owners Corporation if a security key issued to him is lost or destroyed.
- 13.3 A proprietor or occupier of a lot or their invitees must not do or permit anything, which may prejudice the security or safety of the common property or any person in or about the building.

14. APPLICATION OF RULES

For certainty and clarity, where applicable, these Rules apply to Members, Occupiers, Proprietors and any invitees on the Lot and the land.

15. STANLEYFIELD PTY LTD

Notwithstanding anything to the contrary in these rules, so long as Stanleyfield Pty Ltd is a member or Occupier and is the Proprietor of a lot in any stage in the Plan, then these rules shall not in any way apply to or be enforceable against Stanleyfield Pty Ltd where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Stanleyfield Pty Ltd may be engaged in, or appoint qualified contractors for, and which it may need to carry out in order to complete construction of the Building and facilities comprised in the Plan. For the purposes of this Rule 15, Stanleyfield Pty Ltd shall be entitled to complete any and all parts of the Building in its sole and absolute discretion.

Stanleyfield Pty Ltd is authorised to:

- (a) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the entire Building and development;
- (b) take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the completion of the Building and development on such terms as it deems appropriate;
- (c) exclude any Member, Proprietor or Occupier of a lot and invitees from any parts of the common property as may be necessary in order to carry out any works in relation to the completion of the Building and development;
- (d) erect "for sale", promotional advertising or other signs as Stanleyfield Pty Ltd may require on any part of the common property;

- (e) grant rights to use or access through or over the common property to third parties on such terms and conditions as Stanleyfield Pty Ltd thinks fit;
- (f) use whatever rights of way and/or points of egress and ingress to the Land as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- (g) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

The Owners Corporation shall, within seven days of a written request by Stanleyfield Pty Ltd, sign whatever consents, authorities, permits or other such documents as may be required to enable Stanleyfield Pty Ltd to complete the Building and development.

Stanleyfield Pty Ltd and any third party authorised by it under this Rule 15, or any party to which it assigns all or part of the benefits of its rights under this Rule 15, must not in exercising its rights and entitlements under this Rule 15, restrict or limit the use of any lot.

ANNEXURE A

MODEL OWNERS CORPORATION RULES

If the Model Rules provide for a matter and the Registered Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation (refer S 139 (3) Owners Corporations Act 2006)

Model Rules

1. Health, Safety & Security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to:
 - a. Chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - b. Any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

- i. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- ii. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be

claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

iii. Subrule (b) does not apply if the concession or rebate:

- (a) Must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) Is paid directly to the lot owner or occupier as a refund.

3. Use of Common Property

3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written permission of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (b) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (d) must remove that animal.
6. Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

1. To be parked or left in parking spaces situated on common property and allocated for other lots; or
2. On the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
3. In any place other than a parking area situated on common property specified for that purpose by an owners corporation.

3.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (a) or (b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (d) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example: If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (a) does not apply to the making of noise if the owners corporation has given written permission for the noise to be made.

6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee of the owners corporation, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation within 14 working days after the dispute comes to the attention of all parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.