

Owners Corporation Notification of Making Owners Corporation Rules

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indexes.

Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

Lodged by

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Reference: GHT: KS: 371091

Customer Code: 4206F

Owners Corporation No. 4 Plan No. 539033E/54

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Dated: 24/06/2010

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant

GREGORY HUGH TAYLOR
Piper Alderman
Level 24, 385 Bourke Street, Melbourne
An Australian legal practitioner within the
meaning of the Legal Profession Act 2004

For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

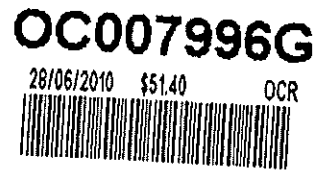
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Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



Owners Corporation Act 2006

Owners Corporation No. 4 Plan No. PS539033E

Rules

In these rules:

- (a) **Managing Agent** means the Company for the time being appointed by the Owners Corporation as its managing agent and a reference in these rules to the Owners Corporation shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires.
- (b) **Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (c) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words imparting the singular include the plural and vice versa;
 - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority; and
 - (iv) a reference to a thing includes part of that thing.
- (d) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons given by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

1. Support and Provisions of Services

- 1.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
 - (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
 - (b) the structural and functional integrity of any part of the common property is impaired, or
 - (c) the passage or provision of services through the lot or the common property is interfered with.
- 1.2 A proprietor or occupier of a lot must not install a safe in a lot without the written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect of the proposed installation.
- 1.3 A proprietor or occupier of a lot must acknowledge that any Owners Corporation in the development may share amongst the members in that particular Owners Corporation the

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costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that Owners Corporation or any Common property contained therein. Where any Lot is not separately metered in relation to any service including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference,

2. Behaviour by Proprietors and Occupiers

2.1 A proprietor or occupier of a lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
- (b) obstruct the lawful use of common property by any person; or
- (c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours of 2.00 p.m. and 10.00 a.m. on weekdays or on weekends at all.

2.2 A proprietor or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately 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 in the stairwells, lifts, foyers and car park forming part of the common property or such other parts of the common property as the Owners Corporation or its Managing Agent may designate from time to time.

2.4 A proprietor or occupier of a lot must not use or permit to be used in or on the common property skateboards, roller skates or roller blades.

2.5 A proprietor or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property, i.e. gardens, stairwells, lifts, foyers and car park forming part of the common property or such other parts of the common property..

2.6 A proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

3. Cleaning of a Lot

3.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.

3.2 A proprietor or occupier of a lot must keep all internal gardens and balconies clean, tidy and well maintained.

3.3 A proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The Owners Corporation reserves its right to clean any area and charge the owner for the cost incurred.



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4. Damage to Common Property

- 4.1 A proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing from the Owners Corporation, but this rule does not prevent a proprietor or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Managing Agent from time to time.
- 4.2 A proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation's insurance policy.

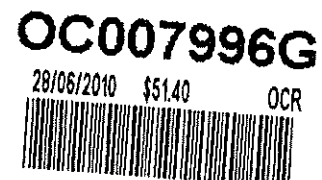
5. Moving of Certain Articles

- 5.1 A proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the Owners Corporation or its Managing Agent in sufficient time to enable a representative of the Owners Corporation or the Managing Agent to be present.
- 5.2 A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Owners Corporation, the Managing Agent or the Managing Agent's representative.
- 5.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of the lot may only move items through the garage lift lobby (if applicable) or other area specifically designated by the Vendor or the Owners Corporation.

6. Interference with Common Property and Storage Areas

- 6.1 A proprietor or occupier of a lot must not, without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 6.2 A proprietor or occupier of a lot must not, without the written authority of the Owners Corporation or its Managing Agent, interfere with the operation of any equipment installed on the common property.
- 6.3 A proprietor or occupier of a lot must not modify any air-conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.
- 6.4 A proprietor or occupier of a lot must not install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the Owners Corporation.
- 6.5 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the Owners Corporation.
- 6.6 A proprietor or occupier of a lot must:
- (a) not store any items or articles over the height of 2.1 metres in any storage cage; and

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- (b) use all reasonable endeavours to ensure that those items and articles stored in any storage cage do not interfere with the operation of any equipment installed on the common property including, without limitation, any fire sprinkler system.

7. Security of Common Property

- 7.1 A proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.
- 7.2 A proprietor or occupier of a lot must not allow persons to follow them through the security doors to a lot or into the stairwells, lifts, foyers and car park forming part of the common property or such other parts of the common property.).

8. Notification of Defects

- 8.1 A proprietor or occupier of a lot must promptly notify the Owners Corporation or its Managing Agent on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

9. Compensation to Owners Corporation

- 9.1 The proprietor 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, licensees or invitees.

10. Restricted Use of Common Property

- 10.1 The Owners Corporation may take measures to ensure the security and to preserve the safety of the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:
 - (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property.
 - (b) permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots.
 - (c) Restrict by means of key or other security device the access of proprietors or occupiers;
 - (d) Restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots; and
 - (e) Cancel any security card issued where a proprietor is in arrears in payment of Owners Corporation levies in excess of 2 quarters.

11. Security Keys

- 11.1 If the Owners Corporation restricts the access of the proprietors and occupiers under rule 10, the Owners Corporation may make the number of security keys as it determines available to proprietors free of charge. The Owners Corporation may charge a reasonable fee for any additional security key required by a proprietor.

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- 11.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the proprietor or the Owners Corporation.
- 11.3 A proprietor or occupier of a lot in possession of a security key must not without the Owners Corporation's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the Owners Corporation.
- 11.4 A proprietor or occupier of a lot must promptly notify the Owners Corporation if a security key issued to him is lost or destroyed.

12. Garbage

- 12.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose (if applicable).
- 12.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation, (if applicable);
 - (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation, (if applicable);
 - (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property (if applicable);
 - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area (if applicable).

13. Storage

- 13.1 A proprietor or occupier of a lot must not:
- (a) except with the written consent of the Owners Corporation, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
 - (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.



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14. Pets & Animals

- 14.1 A proprietor or occupier of a lot must not keep any animal upon a lot or the common property after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 14.2 A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.
- 14.3 A proprietor or occupier of a lot must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times.
- 14.4 A proprietor or occupier of a lot must ensure that no animals are allowed in the gardens, or other parts of the common property designated by the Owners Corporation.

15. Consent of Owners Corporation

- 15.1 A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. Complaints and Applications

- 16.1 Any complaint or application to the Owners Corporation must be addressed in writing to the managing agent, or where there is no managing agent, the secretary of the Owners Corporation.

17. Vehicles on Common Property

- 17.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation.
- 17.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailer or motor cycles.
- 17.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the garage or other part of the common property.
- 17.4 Permanent parking is not permitted in visitor's spaces (if any).

18. Storage of Bicycles

- 18.1 A proprietor or occupier of a lot must not:
 - (a) permit any bicycle to be stored other than in the areas of the common property designated (if any) by the Owners Corporation or its managing agent for such purpose and fitted with bicycle racks;

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- (b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts (if any), hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its managing agent from time to time.

19. Insurance Premiums

- 19.1 A proprietor or occupier of a lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

20. Fire Control

- 20.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 20.2 A proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

21. Recreational Areas (where applicable)

- 21.1 A proprietor or occupier of a lot must not nor permit the regulations as stipulated from time to time by the Owners Corporation to be breached in respect of the use of the recreational and surrounding designated areas.
- 21.2 All visitors are to be accompanied by a resident in all recreational areas.
- 21.3 A proprietor or occupier of a lot accepts that utilization of all recreational facilities is at their own risk.
- 21.4 A proprietor or occupier of a lot must ensure all children are supervised by an adult in all recreational areas.

22. Signs, Blinds and Awnings

- 22.1 A proprietor or occupier of a lot must not use the lot or any part of it or any part of the common property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a lot unless previously approved by the Owners Corporation and affixed to the Property in the area designated for such signage by the Owners Corporation from time to time.
- 22.2 A proprietor or occupier of a lot must not allow or permit more than one sign affixed to the Property at any given time and any such sign referred to in paragraph 22.1 will be affixed for a period of no longer than 30 days unless otherwise agreed by the Owners Corporation.
- 22.3 A proprietor or occupier of a lot must not install any curtains, blinds or other window furnishings to the exterior of the building, whether inside their lot or external to their lot.

23. Painting, Finishing etc

- 23.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot without the consent first obtained from the Owners Corporation.



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24. Clothes Drying and Appearance of a Lot

- 24.1 A proprietor or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot.
- 24.2 A proprietor or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the lot without the prior written consent of the Owners Corporation. (The Owners Corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the development or if it interferes with the views or use and enjoyment of another development lot).
- 24.3 A proprietor or occupier of a lot must not allow any balcony, terrace or garden area which forms part of any lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other members and occupiers occurs.

25. Compliance with Rules by Invitees

- 25.1 A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.
- 25.2 A proprietor 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.

26. Compliance with Laws

- 26.1 A proprietor or occupier of a lot must at the proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 26.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their respective invitees.

27. Conduct of Meeting

- 27.1 The conduct of meetings of the Owners Corporation shall otherwise be regulated in accordance with the Owners Corporation Act 2006 and its regulations.

