

Owners Corporation Rules

Owners Corporation No. 1 Plan of Subdivision 733485 J 204 High Street, Preston – SEED APARTMENTS

1. Health Safety and Security

1.1. General

- 1.1.1. An owner or occupier of a Lot must not use a Lot or the Common Property, or permit a Lot or the Common Property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of an owner, occupier, or user of another Lot or any person who enters upon the Common Property.
- 1.1.2. The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of owners and occupiers of Lots and all persons who are entitled to use the Common Property is not compromised.
- 1.1.3. An owner or occupier of a Lot must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.
- 1.1.4. An owner or occupier of a Lot must ensure compliance with all statutory requirements with respect to their Lot, including any rules and directions and decisions of the Owners Corporation relating to fire safety with respect to the Lot and the Common Property.
- 1.1.5. If an owner or occupier of a Lot fails to comply with rule 1.1.3 and/or 1.1.4 the Owners Corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the owner or occupier.
- 1.1.6. An owner or occupier of a Lot must not use or interfere or tamper with any fire safety equipment except in the case of an emergency.
- 1.1.7. An owner or occupier of a Lot must install smoke detectors on their Lot and ensure that all smoke detectors installed are regularly maintained and tested and batteries are replaced regularly.
- 1.1.8. If a security key/electronic key card or similar security device affording access to the development and issued by the Owners Corporation in respect of a Unit, is lost by an Owner, Occupier, Visitor or Guest, the Owner of the relevant Unit must forfeit any security deposit paid to the Owners Corporation. They must also reimburse the Owners Corporation for all costs incurred in maintaining the security including the cost of changing locks and providing new security devices for all Lots.
- 1.1.9. An owner or occupier must not:
 - (a) leave or prop open or permit to remain open any external doors or gates providing access to the Common Property;
 - (b) compromise the security of the Common Property and keep informed the Owners Corporation Manager of any damage, forced entry or other act that might compromise the security of the Common Property; and
 - (c) An owner or occupier of a Lot must not permit oil leakages from any motor vehicle, , trailer or motor cycle which is owned by them or under their control onto the Common Property or to allow such leakages within a Lot to spread to another Lot or the Common Property (e.g. by pedestrian or vehicular traffic).
 - (d) In the event of the breach of this rule causing damage to or the dirtying of Common Property the Owners Corporation may clean the leaked substance from the Common Property and from the Lot on which it is located and recover the costs of doing so from the Lot owner or occupier but after giving 7 days' notice only to be rectified.

- 1.2. *Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe.*

1.2.1. An owner or occupier of a Lot must not permit any child under the age of 14 years, and over whom the owner or occupier has control, to remain unaccompanied (by a responsible adult) on Common Property, including car parking areas, where there is a hazard or possible danger.

1.3. *Storage and use of flammable liquids and dangerous substances and materials*

1.3.1. 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, except chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.4. *Waste Disposal*

1.4.1. An owner or occupier of a Lot 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. *Management and administration of Common Property and Services*

2.1.1. An owner or occupier of a Lot must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or balcony within their Lot to any windows contained within the Lot for the purposes of cleaning and maintaining such window.

2.1.2. An owner 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) The structural integrity of any part of the Common Property is impaired;
- (b) The provision of services through the Lot or the Common Property is impaired;
- (c) The provision of services through the Lot or the Common Property is interfered with in any way (except temporarily as consented to by the Owners Corporation and the owner and occupier of any Lot affected); or
- (d) Any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with.

2.1.3. An owner or occupier of a Lot must not cause a false fire alarm. If this rule is breached and the Owners Corporation incurs a fee or fine as a result, then the amount of such fee or fine may be recovered from the owner or occupier who caused the false alarm.

2.1.4. Any consent given by the Owners Corporation may be qualified or conditional.

2.1.5. An owner or occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these rules at all times.

2.1.6. The amount of the security deposit referred to in rule 1.1.8 will be determined, from time to time, by the Owners Corporation.

2.1.7. These rules must be given to a resident of a Lot, not being the owner, prior to taking up occupancy.

2.1.8. To ensure that the Common Property is respectfully occupied the Owners Corporation or its Committee of Management will from time to time:

- (a) Determine the amount (\$) of the surety required to be paid by an owner or occupier when moving in or out. Such surety to be retained by the Owners Corporation in the event of damage caused as a result of the move in /move out; and
- (b) Determine the amount (\$) of the surety required to be paid by an owner or occupier to the Owners Corporation in order to secure the return of additional keys/swipes or fobs issued by the Owners Corporation; and
- (c) Determine the amount (\$) of the surety to be paid by an owner to the Owners Corporation in lieu of damage caused by contractors to the Common Property in the course or renovations or similar to the owner's Lot.
- (d) An owner or occupier of a lot in possession of keys/swipes or fobs must not without written consent from the Owners Corporation duplicate the keys/swipes or fobs or permit it to be duplicated and must take all reasonable precautions to ensure that keys/swipes or fobs is not lost or handed to any person other than other owner or occupier and is not dispose of otherwise than by returning it to the owner or owners corporation.

(e) An owner or occupier of a lot must promptly notify the owners corporation if keys/swipes or fobs issued to him is lost or destroyed.

2.1.9. The Owners Corporation and/or the Committee of Management may from time to time issue a document entitled 'Housekeeping Rules'. These housekeeping rules will assist owners and occupiers in interpreting the rules contained herein in respect to how these rules should be applied on a daily basis. Accordingly the housekeeping rules will be binding on all residents at the complex.

2.1.10. Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the owners corporation or the committee of the owners corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the lot owner in cases where such leakage or defect is due to any act or default of the said lot owner or his or her invitees). The committee of the owners corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the lot owner or occupier as is reasonable in the circumstances.

3. Use of Common Property

3.1. General

3.1.1. An owner or occupier of a Lot must not obstruct or prevent the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property, or use the Common Property, or allow the Common Property to be used by any other person in such a manner as to unreasonably interfere with the quiet enjoyment of any person entitled to use the Common Property.

3.1.2. An owner or occupier of a Lot must not without the written approval of the Owners Corporation, use for his or her own purposes as a garden or for any other purpose, any portion of the Common Property.

3.1.3. An approval under 3.1.2 may state a period for which the approval is granted.

3.1.4. If an Owners Corporation has resolved that an animal is a nuisance or is a danger to persons who have a right to use the Property, or is causing damage to the Property, it must give reasonable notice of the resolution to the owner or occupier who is keeping the animal.

3.1.5. An owner or occupier of a Lot which is keeping an animal the subject of a resolution made under 3.1.4 must remove that animal immediately from the Property after having been given written notice of such resolution.

3.1.6. Rule 3.1.5 does not apply to an animal which assists a person with an impairment or disability in relation to nuisance and damage, however the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the reoccurrence of the nuisance and/or damage.

3.1.7. An owner or occupier of a Lot must not erect or allow the erection of any 'for sale', 'auction', 'for lease' or similar board or any other sign of any description on the Common Property.

3.1.8. Rule 3.1.7 does not apply to the Developer of the development. The Developer may erect signage as it deems fit, such signage for the purpose of selling or leasing any of the Apartments as agent appointed by an owner of an Apartment, in addition to Rule 9 herein.

3.1.9. An owner and/or occupier must always follow the directions of the Owners Corporation when using any Common Property. This includes all directions which are signposted in or around the Common Property.

3.1.10. An owner or occupier of a Lot or a person who is a guest of the owner or occupier of a Lot must not smoke on the Common Property or in a way that smoke is detectable from the common property or another lot.

3.1.11. An owner or occupier of a Lot must give at least seventy-two (72) hours' notice to the Owners Corporation or its representative before any furniture, fittings or equipment may be moved in or out of any Lot via the lift. Also the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation PROVIDED THAT nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature

such that damage will not be occasioned to any items of Common Property or of property belonging to the owner or occupier of any other Lot;

- 3.1.12. An owner or occupier of a Lot must not damage, obstruct or interfere with the lift stairways, corridors or any other Common Property when moving any items in or out of any Lot;
- 3.1.13. An owner or occupier or a guest of an owner or occupier of a Lot must not use the lift/s for the carriage of bicycles.
- 3.1.14. An owner or occupier of a Lot must not and must ensure that any person acting on their behalf does not hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of or the other Members or occupiers use of the lifts.
- 3.1.15. An owner or occupier of a Lot without the consent of the Owners Corporation must not use the lift for delivery or removal of goods except between the hours of 9:00am and 5:00pm on business days and then only when the lift covers have been installed.
- 3.1.16. An owner or occupier of a Lot must not store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Owners Corporation
- 3.1.17. Item 3.1.16 shall not apply in relation to the storage of air-conditioner condenser units, where such units have been stored within the Common Property basement for the retail premises or are detailed within the building permit documentation for any other Lot.
- 3.1.18. Any air-conditioner condenser units stored within the Common Property shall at all times remain the responsibility of the associated Lot serviced by the condenser units.

3.2. *Deposit of rubbish and other material on Common Property*

3.2.1. General Waste

- (a) All general waste (anything other than recycling) must be bagged in water tight bags and tied. No open bags or loose rubbish are to be left in common areas other than the allocated bin area.
- (b) The owner, or occupier of the any lot deemed to be a café, restaurant or retail premises shall be levied all costs associated with the private waste removal service associated with removal of waste for their lot, or by agreement arrange for their own private waste collection service.

3.2.2. Recycling

- (a) Glass, paper, cans and bottles are to be disposed directly into the recycling bins.
- (b) Cardboard Boxes/Cartons are to be flattened and disposed directly in the allocated

3.2.3. Hard Rubbish

- (a) No hard rubbish is to be left on the Common Property and any resident found to be dumping hard rubbish will be directed to remove it or the Owners Corporation will cause it to be removed and charge the resident responsible for the dumping of the rubbish.

3.2.4. Other

- (a) No rubbish or waste shall be place on other areas of the Common Property without the written approval of the Owners Corporation.

- 3.2.5. An owner or occupier of a Lot must not 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 or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the owner or occupier concerned.

3.3. *Vehicles and parking on Common Property*

- 3.3.1. An owner or occupier of a Lot must not, except in the case of emergency, park or leave a motor vehicle or permit a motor vehicle or other vehicle;
 - (a) To be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
 - (b) On the Common Property so as to obstruct access to the car park stackers, driveway, pathway, entrance or exit to a Lot; or
 - (c) In any place situated on Common Property other than a parking area specified for that purpose by the Owners Corporation; or

- (d) In any place situated on Common Property specified for the purposes of short term visitors parking by the Owners Corporation, except for that purpose.
- (e) An owner or occupier of a lot must not park within those allocated spaces for visitors parking
- (f) An owner or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the owners corporation.

3.3.2. An owner or occupier of a Lot shall not drive any motor vehicle, and shall not allow any vehicle to be driven, in any direction other than as specified by signage, or at any speed higher than indicated on any signage or as otherwise directed by the Owners Corporation

3.3.3. An owner or occupier of a Lot must not wash any vehicle in any area or car parking space or any Common Property whatsoever unless an area has been specifically designated by the Owners Corporation.

3.4. *Damage to Common Property*

3.4.1. An owner or occupier of a Lot must not mark, paint, damage or alter the Common Property without the written approval and direction of the Owners Corporation.

3.4.2. An owner or occupier of a Lot must not alter or damage in any way a structure that forms part of the Common Property without the written approval and direction of the Owners Corporation.

3.4.3. Subject to 4.2.1, an owner of a Lot or person authorised by an owner may install a reasonable locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent the entry of animals or insects, if the device, screen or barrier is soundly built, is consistent with the colour, style and materials of the building, and does not interfere with the use by other owners and occupiers of their Lots and/or the Common Property. The owner of any such device, screen or barrier must keep it in good repair.

3.4.4. An owner or occupier of a Lot must notify the Owners Corporation as soon as possible after becoming aware of any damage to the Common Property.

4. Lots

4.1. *Change of use of Lots*

4.1.1. 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. For 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 retail, commercial or industrial uses rather than residential purpose.

4.1.2. An owner or occupier of a Lot must not use or permit a Lot to be used for any purpose which may be illegal, or may cause a nuisance or hazard to any other owner or occupier of a Lot, or guests of such owner or occupier, or interfere with the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

4.2. *External Appearance of Lots*

4.2.1. An owner or occupier of a Lot must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall or woodwork, without first obtaining the written approval and direction of the Owners Corporation.

4.2.2. An owner or occupier of a Lot must not make or permit to be made any noise from machinery or music which may be heard outside the Lot between the hours of 10:00pm and 5:00am.

4.2.3. An owner or occupier must not place, display or hang any chattel item (including any item of clothing or any wind chimes) or any signage (including 'for sale', 'lease' or any business signage) on or from a balcony or courtyard forming part of the Lot or Common Property..

4.2.4. An owner or occupier must not store bicycles or other articles on the balconies or exteriors of the Lots or on any common area;

- 4.2.5. An Owner or occupier of a Lot must not install any fly-wire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so by the Owners Corporation and provided that the said permission complies with the standards established by the Owners Corporation and governing authorities;
- 4.2.6. An owner or occupier of a Lot must not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers 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 or interfere with the use and enjoyment of their Lots by the Occupiers of those Lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other Lots;
- 4.2.7. An owner or occupier of a Lot must not construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony any tanks, hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without first having obtained the written consent of the Owners Corporation and governing authorities;
- 4.2.8. An owner or occupier of a Lot must not construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Owners Corporation;
- 4.2.9. An owner or occupier of a Lot must not erect any external blinds or awning without the previous consent in writing of the Owners Corporation;
- 4.2.10. An owner or occupier of a Lot must not install any window furnishings other than that specified by the Owners Corporation Specification which is as follows from time to time.
- 4.2.11. An owner or occupier of a Lot must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Building.
- 4.2.12. An owner or occupier of a Lot must not erect a wrought iron door or security door or fly-wire door or similar to Lot entrances unless approved by the Owners Corporation.
- 4.2.13. An owner or occupier of a Lot must not fit any canvass blinds, curtains or similar to the outside of any window of a Lot without the previous consent in writing of the Owners Corporation.
- 4.2.14. An owner or occupier of a Lot must not hang or place or permit to be hung or placed any garment or article of clothing sheet blanket or towel or other article on any part of the Common Property or on or from any part of the exterior of the Lot including the balcony or such as to be visible from outside the Lot except as provided by the Owners Corporation.

4.3. *Requiring notice to Owners Corporation of any renovations to Lots*

- 4.3.1. An owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the Lot to be renovated.

4.4. *Time within work on Lots can be carried out*

- 4.4.1. An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8:30am to 4:30pm.
- 4.4.2. The works referred to in 4.4.1 are not to be undertaken on weekends and/or public holidays.

5. Behaviour of Persons

5.1. Behaviour of owners, occupiers and invitees on Common Property

- 5.1.1. An owner or occupier of a Lot must not, and 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*

- 5.2.1. An owner or occupier of a Lot or a guest of an owner or occupier of a Lot must not unreasonably create or permit to be unreasonably created any noise on the Common Property likely to interfere with the

peaceful enjoyment of any Lot owner or occupier or any other person entitled to use the Common Property.

5.2.2. Rule 5.2.1 does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

6. Dispute Resolution

6.1. *Grievance Procedure*

- 6.1.1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, an occupier of a Lot, the Manager or the Owners Corporation.
- 6.1.2. A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute. If the person making the complaint ("complainant") does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party, and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days.
- 6.1.3. The complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.
- 6.1.4. The person about whom a complaint is made ("respondent") may respond in writing to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee within 14 days of the date on which the respondent receives the written complaint.
- 6.1.5. The respondent may request, at the time of making the complaint, that the complainant attend a meeting with the respondent and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.
- 6.1.6. If either the complainant or the respondent requests a meeting as referred to above, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee must invite each of the parties to attend a meeting to discuss the dispute, in good faith with a view to resolving the dispute. The grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee may call such a meeting even if neither the complainant nor the respondent has requested one.
- 6.1.7. If the respondent does not respond within the time frame referred to at 6.1.4, then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they have, in accordance with the Act.
- 6.1.8. If the grievance committee, or the Owners Corporation if there is no grievance committee, determines not to hold a meeting (in the absence of a request from either party) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 6.1.9. If any party refuses to attend a meeting as arranged under rule 6.1.6 or does not attend such meeting (having been given reasonable notice) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 6.1.10. A party to the dispute may appoint a person to assist them at any meeting organised pursuant to 6.1.6.
- 6.1.11. If the dispute is not resolved within a reasonable period of time, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.
- 6.1.12. The process outlined in this rule 6 is separate from and does not limit any further action under Part 10 of the Act.

7. Design Construction and Landscaping

7.1. Building Works

- 7.1.1. An owner or occupier of a Lot must not undertake any building works within or about or relating to the Lot which shall affect Common Property, services within Common Property and/or other Lots unless the owner or occupier:
- (a) submits to the Owners Corporation plans and specifications of any works proposed by the owner or occupier 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 the Owners Corporation request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the building and do not endanger the Common Property and are compatible with the overall services to the building, the Common Property and other Lots; and
 - (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) are met by the proprietor or occupier and such approval shall not be effective until such costs have been paid;
 - (d) pays such reasonable costs to the Owners Corporation;
 - (e) has obtained all requisite permits, approvals and consents under all relevant laws and copies have been given to the Owners Corporation.
- 7.1.2. Works must be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them.
- 7.1.3. An owner 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.
- 7.1.4. An owner or occupier of a Lot must ensure that the owner or occupier and their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common Property, and hours of work, the minimisation of damage to the Common Property and the services contained within the Common Property.
- 7.1.5. Before any of the owner or occupier's works commence the owner or occupier must:
- (a) cause to be effected and maintained during the period of the building works a contractor's all risk insurance (including public liability) policy to the satisfaction of the Owners Corporation; and
 - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- 7.1.6. Access shall not be available to other Lots or Common Property for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the Owners Corporation in the case of Common Property.
- 7.1.7. An owner or occupier of a Lot shall immediately make good all damage to the Common Property, the services, or any fixtures fittings or finishes of or in the Common Property which are caused by such works and if the owner or occupier fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the owner or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

8. Commercial Lots

8.1. Grease Trap

- 8.1.1. An owner or occupier of a lot shall not connect to or use a grease trap except in compliance with the terms and conditions contained in the registered rules of the Owners Corporation.
- 8.1.2. Before connecting to or installing a Grease Trap an owner or occupier must: -
- 8.1.2.1. Provide the Owners Corporation with a copy of any requisite approval of the relevant Water Authority, including all conditions of approval, drawing and specifications.

- 8.1.2.2. Obtain the written approval of the Owners Corporation, which approval may be subject to conditions about the method of connection to the Grease Trap and the way in which and by whom, the connection to the Greaser Trap and the Grease Trap are to be cleaned and maintained, including the frequency of cleaning and maintenance.
- 8.1.2.3. Enter into all necessary arrangements and contracts for cleaning and pump out in Compliance with the requirements of the relevant Water Authority and Council.
- 8.1.2.4. Ensure that all connections to the grease trap and pump out design is such that the designated pump out location shall be from the external of the building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park, or any area within the common property, other than the designated pump out pipework put in place within the construction of the building.
- 8.1.3. After connection the owner or occupier must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.
- 8.1.4. In using a grease trap an owner or occupier must: -
 - 8.1.4.1. Comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor.
 - 8.1.4.2. Only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.
- 8.1.5. An owner or occupier of a lot served by or using a particular grease trap shall be responsible to keep the grease trap and any connection to it; -
 - 8.1.5.1. Properly and adequately maintained in a state of good and serviceable repair.
 - 8.1.5.2. Adequately clean and free of vermin.
 - 8.1.5.3. Regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation, The Water Authority, the Local Council Authority and any other Government or Regulatory Authority.
- 8.1.6. An owner or occupier of a lot served by or using a particular grease trap shall be responsible for all costs associated herewith as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other owners, occupants or guests.
- 8.1.7. The Owners Corporation by its servants and agents shall be entitled to have access to the grease trap and connections to the grease traps the subject of this by law upon reasonable notice to an owner or occupier to inspect such areas or for any other purpose permitted under the registered rules.

8.2. Advertising Signage

- 8.2.1. An owner or occupier of a commercial lot must apply in writing before placing signage on any & all windows abutting the respective commercial premises for the purpose of advertising signage.
- 8.2.2. The respective commercial lot owner or occupier shall be deemed responsible for the upkeep, repair & ongoing maintenance of that area.

8.3. Commercial Fit Out

- 8.3.1. An owner or occupier of a commercial lot must seek approval from the Owners Corporation prior to commencing any fit out works.
- 8.3.2. The owners corporation may demand that the owner or occupier provide copies of permits, plans and other documentation to assist in providing approval.

9. Special Rules for the Developer ("Developer" herein means the owner and/or builder of the development, or any agent appointed by the owner and/or builder of the development)

- 9.1. Up until the sale and settlement of the last lot owned by the Developer within the development, nothing in these rules will prevent or hinder the Developer from completing construction for improvements of the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling or leasing any Lot owned by the Developer and without limitation the Developer may:
 - 9.1.1. Use any Lot owned by the Developer as a display Lot to assist in the marketing sale and/or leasing of other Lots;
 - 9.1.2. Place anywhere on a Lot owned by the Developer or on the Common Property signs and other materials relating to the sale or leasing of Lots;
 - 9.1.3. Conduct in a Lot owned by the Developer or anywhere on the Common Property an auction sale or leasing of a Lot;
 - 9.1.4. Use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots owned by the Developer;
 - 9.1.5. Use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
 - 9.1.6. Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;

- 9.1.7. Take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- 9.1.8. Exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- 9.1.9. Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out and works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- 9.1.10. 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.

Owners Corporation Rules

Owners Corporation No. 2 Plan of Subdivision 733485 J 204 High Street, Preston – SEED APARTMENTS

1.1. Vehicles and parking on Common Property

- 1.1.1. Car Spaces in the car park stacker must not be sub let
- 1.1.2. Subject always to 3.2.3 hereof, the car park stacker will be maintained and repaired by the Owners Corporation with cost to repair, maintain or replace the stacker(s) to be paid by the lot owners on the basis that those who benefit more from the use of the stacker pays more.
- 1.1.3. If the manager of the Owners Corporation and / or the manufacturer or servicing contractor of the car park stacker determines that it has been missed or damaged by a lot owner, occupier or guest then the Owners Corporation may recover as a debt due the associated cost(s) of repairs the car park stacker as a result of that misuse or damage from the relevant Lot owner, occupier or invitee jointly and severally.
- 1.1.4. An owner or occupier of a Lot must not, except in the case of emergency, park or leave a motor vehicle or permit a motor vehicle or other vehicle;
 - (a) To be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
 - (b) On the Common Property so as to obstruct access to the car park stackers, driveway, pathway, entrance or exit to a Lot; or
 - (c) In any place situated on Common Property other than a parking area specified for that purpose by the Owners Corporation; or
 - (d) In any place situated on Common Property specified for the purposes of short term visitors parking by the Owners Corporation, except for that purpose.
 - (e) An owner or occupier of a lot must not park within those allocated spaces for visitors parking
 - (f) An owner or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the owners corporation.
- 1.1.5. An owner or occupier of a Lot shall not drive any motor vehicle, and shall not allow any vehicle to be driven, in any direction other than as specified by signage, or at any speed higher than indicated on any signage or as otherwise directed by the Owners Corporation
- 1.1.6. An owner or occupier of a Lot must not wash any vehicle in any area or car parking space or any Common Property whatsoever unless an area has been specifically designated by the Owners Corporation.

1.2. Damage to Common Property

- 1.2.1. An owner or occupier of a Lot must not mark, damage or alter the Common Property without the written approval and direction of the Owners Corporation.

1.2.2. An owner or occupier of a Lot must not alter or damage in any way a structure that forms part of the Common Property without the written approval and direction of the Owners Corporation.

1.2.3. An owner or occupier of a Lot must notify the Owners Corporation as soon as possible after becoming aware of any damage to the Common Property.

1.3. *Grievance Procedure*

1.3.1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, an occupier of a Lot, the Manager or the Owners Corporation.

1.3.2. A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute. If the person making the complaint ("complainant") does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party, and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days.

1.3.3. The complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

1.3.4. The person about whom a complaint is made ("respondent") may respond in writing to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee within 14 days of the date on which the respondent receives the written complaint.

1.3.5. The respondent may request, at the time of making the complaint, that the complainant attend a meeting with the respondent and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

1.3.6. If either the complainant or the respondent requests a meeting as referred to above, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee must invite each of the parties to attend a meeting to discuss the dispute, in good faith with a view to resolving the dispute. The grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee may call such a meeting even if neither the complainant nor the respondent has requested one.

1.3.7. If the respondent does not respond within the time frame referred to at 6.1.4, then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they have, in accordance with the Act.

- 1.3.8. If the grievance committee, or the Owners Corporation if there is no grievance committee, determines not to hold a meeting (in the absence of a request from either party) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 1.3.9. If any party refuses to attend a meeting as arranged under rule 6.1.6 or does not attend such meeting (having been given reasonable notice) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 1.3.10. A party to the dispute may appoint a person to assist them at any meeting organised pursuant to 6.1.6.
- 1.3.11. If the dispute is not resolved within a reasonable period of time, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.
- 1.3.12. The process outlined in this rule 6 is separate from and does not limit any further action under Part 10 of the Act.