
Owners Corporation Plan Number 714638S – 10-13 Porter Street, Prahran 3181
CONSOLIDATED RULES
In addition to the Model Rules

These additional rules will apply to all members of the Owners Corporation. Any rules in the model rules set out on Schedule 2 of the Owners Corporation Regulations 2001 (Vic) ("Model Rules") that are not covered by these additional rules will also apply to the Owners Corporation.

These rules must be read in conjunction with the Owners Corporation Regulations 2007 (Vic) or such other regulations made from time to time under the Owners Corporation Act 2006 (Vic) or the Subdivision Act 1988 (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

At any and all places in these rules where it refers to the Owners Corporation it may also mean a Committee of Management or a Managing Agent that have been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other Member or occupant of his Lot of the Common Property would be unreasonably prejudiced or affected thereby.

Interpretation / Definitions

"Act" means Owners Corporation Act 2006.

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision or any common areas in the Development.

"Development" means all the land and improvements comprised in the Plan of Subdivision No 714638S and known as 10-13 Porter Street PRAHRAN VIC 3181.

"Developer" means the person, persons, entity or entity's and/or its agents, that own the land and any buildings that are constructed thereon immediately prior to the registration of the Plan of Subdivision with the Land Titles office and is the subsequent owner of a lot or lots on the plan.

"Lot or Lots" means a lot or lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member or tenant.

"Owners Corporation" means Owners Corporation Plan of Subdivision 714638S.

"Plan of Subdivision" means Plan of Subdivision Number 714638S.

"Regulations" means the Owners Corporations Regulations.

1. BEHAVIOUR

- 1.1 A Member or occupier of a Lot when on common property or in 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 Member or occupier of another Lot or to any person lawfully using common property.
- 1.2 A Member or occupier of a Lot must not:
 - 1.2.1 Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or occupier of another Lot or of any person lawfully using common property;
 - 1.2.2 Obstruct the lawful use of common property by any person;
 - 1.2.3 Permit the lot to be used nor use the lot themselves as a commercial or retail outlet;
 - 1.2.4 Use or allow the use of a hammer, drills, jack hammers or similar devices on a Lot between the hours of 4:00pm to 9:00am except with the prior written approval of the Manager and subject to any legally permitted times;
 - 1.2.5 Permit persons under his or her control to consume alcohol, illegal substances or take glassware or food / liquids onto the common property;
 - 1.2.6 Dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property and in and around buildings and car park areas;
 - 1.2.7 Permit any children under the control of that Member or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children;
 - 1.2.8 Permit any persons under the control of that person to use and / or park on common property any skateboard, roller skates, scooters or roller blades and no bicycles may be ridden, used or parked in common areas.

2. SERVICES

- 2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member or occupier of a Lot must not do anything or permit anything to be done on or in relation to the Lot or the common property so that:
 - 2.1.1 The structural integrity of any part of the common property is impaired; or
 - 2.1.2 The provision of services through the Lot or the common property is interfered with in any way; or
 - 2.1.3 Any support or shelter provided by the Lot or the common property for any other Lot or common property is interfered with;

3. MOVING

- 3.1 A Member or occupier of a Lot must not move in or out without notifying the Owners Corporation manager at least 48 hours prior to the proposed move and without receiving prior approval in writing from the Owners Corporation manager for the day and time of the proposed move. The Member or occupier of a Lot must ensure that all moving in and moving out policy determined by the Owners Corporation from time to time are complied with at all times.
- 3.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the manager at least 48 hours prior to the proposed move so that the Elevator Protective Blankets can be installed in the lifts.

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- 3.3 A Member or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager (provided that the Manager shall not be liable for any loss or damage).
 - 3.4 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the manager and the Member or occupier of the Lot will inspect the common property through which such an article is to be moved to agree and sign off its state of repair. The Member or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.
 - 3.5 A Member or occupier of a Lot may not under any circumstances store any article of furniture or any other article in the common property i.e. Common Entry, Common Hallway, Fire Door, Service Cabinets or Common Thoroughfare.

4. INTERFERENCE

- 4.1 A Member or occupier of a Lot must not:
 - 4.1.1 Without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.
 - 4.1.2 Without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction 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.
 - 4.1.3 Enter any plant room without the prior written consent of the Owners Corporation.
 - 4.1.4 Modify any intercom, television aerial or communications system (except telephone connection) servicing that Lot without the prior written consent of the Owners Corporation.
 - 4.1.5 Install nor permit the installation of covering to any storage area other than as permitted by the Owners Corporation. (Samples available upon request)
 - 4.1.6 Replace or use any floor coverings which will create undue noise to adjoining Members or occupiers or those underneath the Lot the installation of floor tiles to bedrooms and other areas which may cause noise to lots underneath.
 - 4.1.7 Not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.
 - 4.1.8 Interfere with or obstruct the Manager from performing its duties from time to time.

5. DAMAGE AND REPAIRS

- 5.1 A Member or occupier of a Lot shall not mark, paint or otherwise damage or deface any part of the common property.
- 5.2 A Member or occupier of a Lot must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation insurance policy.
- 5.3 A Member or occupier of a Lot must promptly repair and maintain the interior and exterior of their Lot.
- 5.4 Liability is specially imposed on Members and occupiers of a Lot for damage to common property arising out of negligence of a licensee or invitee who caused damage.
- 5.5 The costs of a false alarm call out by any authority or specialist contractor or the attendance to the property by any person or company to address any events arising from a false alarm call out are considered as 'damage' which the Owners Corporation can pursue from Members and occupiers of a Lot.

6. DEFECTS

A Member or occupier of a Lot must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

7. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL/FIRE/SAFETY

7.1 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:-

7.1.1 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 Members or occupiers of a Lot of any part of the common property;

7.1.2 Permit, to the exclusion of Members and occupiers of a Lot, 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;

7.1.3 Restrict by means of key or other security device the access of the Members or occupiers of a Lot of one or more levels of the Lots to any other level of the Lots or to common property or any part of the land in the Plan; and

7.1.4 Restrict or close off permanently or from time to time by any means access between common property in the Owners Corporation to another.

7.2 A Member and occupier of a Lot must comply with all directions and rules of the Owners Corporation in relation to precautions against fire and other emergencies.

7.3 A Member must not, and must ensure that the occupier of a Lot does not:

7.3.1 Access or use the roof of the building without the written consent of the Owners Corporation, and

7.3.2 Prevent or object to any person authorised by the Owners Corporation to access the roof of the Building for maintenance purposes.

7.4 For the purposes of the common areas for all Owners Corporations in the Plan, all newly purchased upholstered furnishings, mattresses, curtains and the like that are located in public corridors of residential areas should be flame-retardant or treated with flame-retardant to minimise the risk of ignition. Carpets must be selected with low flammability and flame spread and non-combustible wall and ceiling linings.

7.5 Members and occupiers of a Lot will allow periodic testing and maintenance of all fire systems and must comply with all fire safety and prevention laws and regulations including the building regulations that relate to fire, fire prevention and systems. As much as possible, fire systems (i.e. sprinklers, detection equipment, exhausts, emergency lighting etc.) must be as fully operational as possible during any works such as fit out and reinstatement must take place to ensure systems are operative as far as possible at the end of each day.

7.5.1 Any costs associated with attendance by specialist personnel to activate or de-activate or isolate or reinstate fire systems as a result of a requirement of a Member or occupier of a Lot seeking to renovate or modify their Lot will be at the cost of the Lot so requesting the de-activation or isolation of a particular element of a fire system.

7.6 A Member and occupier of a Lot must partake in evacuation drills as and when directed by the Owners Corporation or the Manager.

8. STORAGE OF CHEMICALS

A Member or occupier of a Lot must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquid, gasses or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.

9. INSURANCE

9.1 A Member 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.

9.2 In the event of a claim on the Owners Corporation Insurance Policy, the Lot that is identified as being responsible for causing the claimable event that initiated the claim will be responsible for paying the insurance excess.

9.3 Where the event is identified as emanating from or associated with the common property, the Owners Corporation will be responsible for paying the Insurance Excess.

9.4 The Owners Corporation will issue a work order to a Sworn Valuer every three (3) years for the express purpose of providing a valuation of the property for Insurance Purposes and the Manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause the have the policy endorsed immediately for the amount provided in the valuation.

10. SECURITY AND SECURITY KEYS

10.1 A Member or occupier of the Lot or persons thereon from time to time 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.

10.2 The Owners Corporation may charge a reasonable fee for any additional Security Key / FOB and/or Remote required/requested by a Member, a Members agent or a Members tenant.

10.3 A Member must exercise a high degree of caution and responsibility in making 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 license of a Lot to the occupier to ensure the return of the Security Key / FOB and or Remote to the Member of the Owners Corporation.

10.4 A Member or occupier of a Lot in possession of a Security Key / FOB and/or Remote must not without written consent from the Owners Corporation duplicate the Security Key / FOB and/or Remote or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key / FOB and/or Remote is not lost or handed to any person other than another Member or occupier and is not disposed of otherwise than by returning it to the Manager of the Owners Corporation.

10.5 A Member or occupier of a Lot must promptly notify the Owners Corporation if a Security Key / FOB and/or Remote issued to him is lost or destroyed. A Member or occupier of the Lot must pay the costs of the replacement of the Security Key / FOB and/or Remote and re-keying or programing of the building or recoding whichever is applicable.

10.6 All doors and windows must be securely fastened when the Lot is unoccupied.

11. CLEANING

A Member or occupier of a Lot must keep their Lot including balcony or veranda areas clean and in good repair.

12. SIGNS, BLINDS AND AWNINGS

12.1 A Member or occupier of a Lot must not:

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- 12.1.1 Without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the common property or Lot unless first approved by the Owners Corporation provided that this rule does not apply to the Developer or a licensee of the Developer if the Developer has signage rights.
- 12.1.2 Without the prior written consent of the Owners Corporation install or permit the installation of any window coverings that are viewable from outside the building that are not a shade of white / off white.
- 12.1.3 Without the prior written consent of the Owners Corporation install or permit the installation of any awnings.
- 12.2 Without the prior written consent of the Owner Corporation a Member or occupier of a Lot must not allow the erection of any for sale or for lease, for license or sub-lease boards or signs of any description on the common property of Lot provided that this rule does not apply to the Developer.
- 12.3 Without the prior written consent of the Owners Corporation in addition to Rule 12.2, a Member must not allow for the erection of any for sale or for lease signs or boards on the common property or Lot for such a sign or board to be visible from the exterior of the Member's Lot.
- 12.4 No signage other than that approved by the Owners Corporation is permitted to be attached to common property, including For Lease, For Sale or other like advertising.
- 12.5 Members wishing to erect signage or wishing to instruct others to erect signage, must first obtain written approval from the Owners Corporation and where approval is given, complete and lodge the appropriate 'Board Permission' with the Manager and comply with all of the requirements therein.
- 12.6 A Member must not fail to advise any Real Estate Agent (or similar) acting on their authority that:
- 12.6.1 Permission must be sought in writing from and if permission is given must be provided in writing by the Owners Corporation Manager before erecting any "For Sale" or "For Lease" board.
- 12.6.2 Failure to seek and receive the appropriate permission will result in the signage being removed from the property by the Owners Corporation and the costs charged to the Member.
- 12.6.3 Any "For Sale" or "For Lease" board must be removed within forty-eight (48) hours of the signing of a lease or sale agreement or as soon as requested to do so after they have been in situ for two (2) months,
- 12.6.4 No "For Sale" or "For Lease" board is to be attached to any fence, building or other structure;
- 12.6.5 No common property power is to be used in conjunction with any "For Sale" or "For Lease" board.
- 12.6.6 Any permits required for the erection of signage or the display of signage are the responsibility of the Member or the Member's agent and are to be provided to the Owners Corporation Manager on request;
- 12.6.7 The cost of obtaining such permit/s is entirely a cost of the Member or their Agent.
- 12.6.8 No damage is to be caused to the common property.

13. APPEARANCE / PAINTING / FINISHES

- 13.1 Without limiting any other of these rules, a Member or occupier of a Lot must not without prior written consent of the Owners Corporation, which consent maybe refused:
- 13.1.1 Maintain inside the Lot anything visible from outside the Lot that when viewed from the outside of the Lot is not in keeping with the rest of the Building;

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- 13.1.2 Install bars, screens or grills or other safety devices to the exterior of any windows or doors of a Lot;
 - 13.1.3 Operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the common property, another Lot or another part of the Building;
 - 13.1.4 Attach to or hang from the exterior of the Lot any aerial, CCTV camera or any other type of security device or wires;
 - 13.1.5 Install or operate any intruder alarm which emits an audible signal;
 - 13.1.6 Place, display or hang and chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property that is visible from the exterior of the Building;
 - 13.1.7 Allow any glazed portions of the Lot or the common property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will detrimentally change;
 - 13.1.8 Install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
 - 13.1.9 Install any air conditioning or heating unit in a Lot other than in a place nominated by the Owners Corporation and in keeping (as determined by the Owners Corporation) with the original design for the air conditioning services and plant in the Building;
 - 13.1.10 Install any pipes, wiring, cables or the like to the external face of the Building or on common area unless approved or granted a license by the Owners Corporation or Manager;
 - 13.1.11 A Member or occupier of a Lot must not install, leave or place on any terrace, veranda or balcony any item which may cause nuisance or which can be seen from common property, another Lot, by the general public from street level unless approval is obtained from the Manager and Lot owners that can see the item and the appearance is with the keeping of the general high quality building appearance.
- 13.2 A Member or occupier of a Lot must not paint, finish or otherwise alter the external façade of the Building, any veranda or external area to a Lot or any improvement forming part of the common property.
- 13.3 A Member may change their windows to double glazing as long as it does not affect the visual appearance of the building.

14. RUBBISH

- 14.1 A Member or occupier of a Lot must not deposit, store or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 14.2 A Member or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - 14.2.1 Recyclable items, without limitation, paper, cardboard, plastics and glass as from time to time nominated by the Owners Corporation must be deposited in the recycling bins situated on the common property;
 - 14.2.2 All cardboard boxes and packaging must be broken down and deposited in the recycling bins situated on the common property;
 - 14.2.3 Glass items must be completely drained, cleaned and deposited in unbroken condition and be deposited in the recycling bins situated on the common property; and
 - 14.2.4 All other garbage must be drained and securely wrapped in small parcels deposited in the garbage bins situated on the common property.

15. OWNERS CORPORARTION CONSENT

A consent given by the Owners Corporation under these rules will be at the discretion of the Owners Corporation, can be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the Member or occupier for the time being of the Lot to which the consent or approval related is responsible for compliance with the terms of the consent.

16. COMPLAINTS AND COMMUNICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, to the Secretary of the Owners Corporation.

17. COMPLIANCE

- 17.1 A Member or occupier of a Lot must take all reasonable steps to ensure invitees of the Member or occupier comply with these rules and in default take all reasonable steps to ensure that their invitee leave the Building.
- 17.2 A Member or occupier of a Lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the Lot any invitee of that lessee or licensee comply with these rules.
- 17.3 A Member or occupier of a Lot must at the Member's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any government authority.
- 17.4 A Member 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 common property or which may cause a nuisance or hazard to any other Member or occupier of a Lot or their representative.

18. BUILDING AND CONSTRUCTION

- 18.1 A Member or occupier of a Lot must not, unless it is the Developer, undertake any building works within or about or relating to an Owners Corporation Member's Lot except in accordance with the following requirements:
- 18.1.1 Such building works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any condition thereof; and
- 18.1.2 The Member or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimize any nuisance annoyance disturbance and inconvenience from building operations to other Members and occupiers;
- 18.2 The Member or occupier of a Lot must not proceed with any such works until the Member or occupier:
- 18.2.1 Submits to the Owners Corporation plans and specifications of any works proposed by the Member or occupier of a Lot which affect the external appearance of the building or any of the common property or which affect the building structure or services of the fire or acoustic ratings of any component of the building; and
- 18.2.2 Supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetics and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and
- 18.2.3 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) by the Member or occupier and such approval shall not be effective until such costs have been paid; and

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- 18.2.4 Pays such reasonable costs to the Owners Corporation for such application.
- 18.3 The Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's 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, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimize any damage to or dirtying of the common property and the services therein.
- 18.4 Without limiting the generality of the above sub-paragraph the Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 18.4.1 Building materials must not be stacked or stored in the front entrance, fire stairs, service cupboards or common area's of the Building;
- 18.4.2 Scaffolding must not be erected on the common property or the exterior of the Building;
- 18.4.3 Construction work must comply with all laws of the relevant statutory authorities;
- 18.4.4 The exterior and common property of the Building must at all times be maintained in a clean, tidy and safe state; and
- 18.4.5 Construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 18.5 Before any of the Member or occupier's works commences the Member or occupier of a Lot must:
- 18.5.1 Cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy (i.e. Public Liability, Professional Indemnity, Contract Works) to the satisfaction of the Owners Corporation; and
- 18.5.2 Deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation
- 18.5.3 The Owners Corporation to provide formal notice allowing the works to proceed.
- 18.6 Access shall not be available to other Lots on the plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant Lot or of the Owners Corporation in the case of common property.
- 18.7 The Member or occupier of a Lot shall immediately make good all damages to and dirtying of the building, the common property, the services thereto or therein or any fixtures, fitting or finishes thereof or therein which are caused by such works and if the Member or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or occupier of a Lot 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.
- 18.8 The Member or occupier of a Lot must forthwith and within 7 days make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fitting and finishes resulting from such works and must (at the Owners Corporation's election) reimburse the Owners Corporation for the cost incurred or to be incurred by the Owners Corporation in making good any such damage;

18.9 The rules in the clause 18 do not apply to the developer.

19. SERVICES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the Member or occupier of a Lot causing the damage or blockage.

20. ACCESS

20.1 Except in the case of an emergency (in which case no notice shall be required) upon two (2) 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 installations or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the said Member or of his or her invitees). The Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Member or occupier of a Lot as is reasonable in the circumstances.

20.2 The Owners Corporation is authorised to commence legal proceedings in VCAT or any court of competent jurisdiction against a Member or occupier of a Lot in urgent or "emergency" situations (as defined in the Act), where such action is to be determined by resolution of the Owners Corporation.

20.3 The Member and or occupier of a Lot or tenant agree immediately in the case of an emergency or otherwise on seven (7) days' notice to provide unconditional access to the Lot or over the Lot for the purposes of repairs and maintenance of the building and for service providers.

20.4 For the purposes of any window cleaning in the building, the Members of all Lots will provide access on seven (7) days' notice to enable window cleaners to attach ropes and clean the windows of the building. Such access will be supervised by the Manager.

20.5 If access is not provided by these times, on a further written notice being provided, the Manager may obtain access pursuant to these provisions without liability and obtaining such access for the purposes of this clause is not a trespass nor does it give rise to any civil action.

21. BREACH OF RULES

21.1 Any breach of a rule or regulation will entitle the Owners Corporation to issue proceedings and / or impose such fine or penalty as they deem appropriate from time to time as is advised to Members and occupiers of a Lot.

21.2 The Member or occupier of a Lot shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that Member or occupier of a Lot or their respective tenants, licensees or invitees.

21.3 The Member or occupier of a Lot shall on demand pay all costs including legal costs of the Owners Corporation incurred by the Owners Corporation as a result of any break of any rule.

21.4 The Member or occupier of a Lot shall (jointly and severally) indemnify and hold harmless the Owner Corporation in relation to all or any costs, expenses, actions, liabilities and / or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Member or occupier of a Lot (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a Member not owning any particular Lot anymore or an occupier not occupying any Lot anymore.

22. SMOKING AND DRUGS

22.1 There shall be no smoking allowed in, on or around common areas including without limitation stairwells and rooftops and in and around the building, save that smoking is permitted on balconies and verandas provided it does not cause a nuisance to other occupiers of the Buildings.

22.2 Illicit or illegal drugs are not permitted on the property at any time.

23. OWNERS CORPORATION ADDITIONAL POWERS

Subject to the relevant legislation, the Owners Corporation (or its predecessor) may together with the Developer or others grant or enter into agreements, licenses, leases or easements ('the agreement') in relation to any common areas in any part of the Building. To the extent of any inconsistency between the Additional Rules and the agreement, the agreement shall prevail.

24. CAR PARKS & STORAGE LOTS

24.1 CAR STACKERS

24.1.1 A Member or occupier of a Lot must only park in their allocated car stacker space;

24.1.2 All Members and/or occupiers of Lots must participate in an induction training session prior to using the Car Stacker;

24.1.3 The Owners Corporation will engage a contractor to carry out preventative maintenance program. The maintenance program will include 2 service calls per year and the cost of the preventative maintenance contract will be covered by the Owners Corporation. Costs associated with the provision of parts and labour to repair any particular stacker will be borne by the Member's that enjoys sole use of that stacker.

24.2 CLEANING OF CAR PARK AND STORAGE LOTS

24.2.1 A Member or occupier of a Lot must keep the car park and storage Lot clean and in good repair and free of oil, dirt or otherwise ensure its car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space or storage Lot which is stained by oil, petrol or a like substance and charge that Member or occupier for the cost. The Owners Corporation will give fourteen (14) days' notice of its intention to do such cleaning.

24.2.2 Upon the request of the Owners Corporation or Manager, a Member or occupier of a Lot must provide the Owners Corporation the name, mark and registration of each car owned or regularly used by a Member or occupier of a Lot.

24.2.3 A Member or occupier of a Lot must not Park in any car park or building not designated to them.

24.2.4 A Member or occupier of a Lot acknowledges that they park their car in the car park, common area or building at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

24.2.5 A Member or occupier of a Lot must not wash service or repair vehicles in the car park or common area.

24.3 STORAGE CAGES

24.3.1 The care and maintenance of the storage cages are the responsibility of each individual Member.

24.3.2 The storage cages must be maintained in a neat, clean and usable state at all times.

24.3.3 No changes to the design or colour of the storage cages are permitted.

24.3.4 A Member or occupier of a Lot acknowledges that they use their storage cage at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

25. RUBBISH & STORAGE IN CAR PARK LOTS

25.1 A Member or occupier of a Lot must not keep or store or deposit garbage, bottles, newspapers or rubbish or any articles or items on or in a car park Lot or throw garbage onto the common property except into a receptacle or are specifically provided for that purpose.

25.2 No storage in a car park Lot is allowed except with the Owners Corporation's prior written consent.

26. VEHICLES, VISITOR CAR PARKING AND BICYCLES

- 26.1 A Member or occupier of a Lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a Lot, or in any place other than in parking areas specifies by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.
- 26.2 A Member or occupier of a Lot must not park or permit to be parked any vehicle, trailer or motorcycle other than within the Lot or parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailers and motorcycles.
- 26.3 A Member or occupier of a Lot must not permit anyone to park in a space allocated for visitors parking where provided where the purpose of the visit is to attend a property other than at the Building.
- 26.4 A Member or occupier of a Lot must not permit a visitor of their Lot to use those spaces allocated for visitors parking where provided for more than 24 hours without prior permission from the Owner Corporation of the Manager.
- 26.5 A Member or occupier of a Lot must not park within those allocated spaces for visitors parking (where provided).
- 26.6 A Member or occupier of a Lot must not:
- 26.6.1 Permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time;
 - 26.6.2 Permit any bicycle to be stored other than in the area (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;
 - 26.6.3 Drive at a speed limit over 5km/h; and
 - 26.6.4 Park more than one car in one car parking Space or Lot.

27. SIGNS ON OR IN CAR PARK LOTS

A Member or occupier of a Lot must not allow the erection of any car park signage.

28. INDEMNITY

The Member indemnifies and releases the Owners Corporation and Manager from all claims, costs, damages, actions and expenses as a result of a breach of these Owners Corporation rules.

29. MAIL / NEWSPAPER DELIVERY

The Members must keep clear on each and every day any mail receiving box and or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should A Member or the occupier of a Member's Lot be absent for any reason for any period of more than one (1) day notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained for the Owners Corporation in writing not less than seven (7) days prior to date or dates for which such waiver is required.

30. OWNERS CORPORATION COMMITTEE

The Owners Corporation may, subject to the Owners Corporation legislation, appoint a committee of Owners Corporation Members to act on its behalf for such waiver is required.

31. RATES AND TAXES / NOTIFICATION ON SALE

Each Member shall;

31.1 Promptly pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his / her Lot and all Owners Corporation 'fees and levies from time to time; and

31.2 Notify the Owners Corporation immediately of any changes of ownership or occupancy of his / her Lot.

32. ACCESS

The Owners Corporation and Manager have the right to close, lock off or otherwise control the common areas or any part thereof to prevent undesirable persons from entering.

33. LIFTS

33.1 The Owners Corporation Manager is delegated the power to enter into maintenance contracts for the regular servicing and maintenance of the lifts.

33.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction into the lift without first notifying the Manager in sufficient time so that Elevator Protection Blankets can be installed in the lifts.

33.3 The Member or occupier of the Lot will be liable for any damage caused to the Lift arising from the movement of any article of furniture or any other article likely to cause damage or destruction.

34. SHORT TERM LETTING & USE OF LOTS

34.1 A Member or occupier of a Lot or agent of an owner or occupier of a Lot must not lease, sublease, license, rent, hire or otherwise deal with a Lot, or permit it to be leased, subleased, licensed, rented, hired or otherwise dealt with, for a period of time less than 90 (ninety) calendar days.

34.2 No Lot or Lots are to be leased, subleased, licensed, rented, hired or otherwise dealt with to any person or entity that has the intention to use the Lot in connection with a business, trade or commercial operation and more specifically a commercial operation that derives its revenue from short term letting of residential premises.

35. PETS

The Member or occupier of a Lot may keep domestic pets in the Lot subject to the following:-

35.1 Each animal is a domesticated pet;

35.2 Keep, mind or allow any more than one (1) dog and/or one (1) cat on the common property or Lot without the prior written consent of the Owners Corporation or the Owners Corporation committee and then only upon the terms of such consent.

35.3 Any pet or domestic animal does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots;

35.4 Each pet or visitors pet is not unleashed or allowed to roam freely while on the common property area or on/in any common property facilities;

35.5 Each pet or visitors pet is not left, tied up or unattended in or on any common property (including within a vehicle) at any time;

35.6 That each pet is kept clean, quiet and controlled at all times;

35.7 A Member or occupier or a visitor to an owner or occupier must make their best endeavours to ensure that any animal belonging to them or in their care does not urinate or defecate on common property or in common property facilities including internal courtyards;

35.8 A Member or occupier keeping, minding or allowing a domestic animal on the common property must ensure that all excrement caused/created by the animal on common property is promptly collected and disposed of in an appropriate manner in a receptacle used for the removal of rubbish;

35.9 A Member or occupier must not allow any animal excrement or animal debris to build up, run-off or affect in any unclean, unsafe or unhygienic manner any common property, any other Lot or any part thereof;

35.10 A Member or occupier must not keep any animal on any balcony except when accompanied by the occupier and only then in a manner that does not cause a nuisance to any other occupier;

35.11 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;

35.12 An owner or occupier of a Lot who is keeping an animal that is subject of a notice under sub-rule 36.12 must remove that animal.

Sub-rule 36.11 and 36.12 do not apply to an animal that assists a person with an impairment or disability.

36. ROOF TOP TERRACE AND BBQ AREA

36.1 Members and occupiers of a Lot are only permitted to use the common area BBQ & Terrace between the hours 6:00am and 10:00pm.

36.2 A Member or occupier of a Lot must ensure that they remove any and all rubbish after using BBQ facilities and terrace.

36.3 The Owners Corporation reserves the right to close the area at any time without notice for maintenance or an Owners Corporation function.

36.4 A Member or occupier of a Lot, or a guest of a Member or Occupier of a Lot, must not unreasonably create any noise in the Roof Top Terrace and BBQ Area likely to interfere with the quiet enjoyment of any other person or occupier of a Lot at any time.

37. CONTACT DETAILS

All Members must advise the Manager of:

- A local Australian business hours telephone number
- A local Australian after hours telephone number
- A local Australian address; for
 - The Member; and
 - The occupier of the Member's Lot (if applicable);

And must promptly advise the Manager of any change in their address or telephone number.

38. MEETINGS OF OWNERS CORPORATION

38.1 A Member must not, and must ensure that the occupier of a Lot does not:

38.1.1 Cause any interference, disruption or nuisance at any meetings of the Owners Corporation;

38.1.2 Raise any issues which are not related to the common property or the general maintenance and upkeep of the Development as a whole;

38.1.3 A Member does not, and must ensure that the occupier of a Lot does not raise any issues pertaining to the Member's Lot at the meetings of the Owners Corporation.

39. INTEREST

The Owners Corporation will charge interest on money owed by a Member to the Owners Corporation 28 days after the due date for all fees and charges that are outstanding in excess of an amount of \$100.00 set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006. The rate of interest is fixed under the Penalty Interest Rates Act 1983 or any Act which supersedes this Act, such interest will be applied from the due date on the full amount outstanding.

The Manager is delegated the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

40. LEGAL ACTION FOR THE RECOVERY OF FEES, LEVIES, COSTS AND CHARGES

40.1 The Manager is authorised to initiate legal action in the Magistrates Court or any other court of competent jurisdiction, to recover, as a debt to from the person or persons in default or breach, the fees, levies and associated costs, charges and other expenses incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or committee member of the Owners Corporation) arising out of any default or breach, by any Lot owner, or occupier of a Lot, of any obligation under the Owners Corporation Act 2006 and Regulations or the Rules of the Owners Corporation.

40.2 A Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to the Owners Corporation Manager, legal practitioners and mercantile agencies in recovering or attempting to recover monies outstanding from that Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owners Corporation Act 2006, Regulations or Rules of the Owners Corporation.

40.3 A Fee Reminder Notice will be issued to Member accompanied by a fee which is to be charged to Member in arrears more than 7 days after the due date.
The amount of the fee will be derives from the Schedule of Fees contained in the Contract of Appointment which will be amended as per the mechanisms contained in the Contract of Appointment.

40.4 A Final Fee Notice will be issued to the Member in arrears more than 28 days after the due date.
The amount of the fee will be derives from the Schedule of Fees contained in the Contract of Appointment which will be amended as per the mechanisms contained in the Contract of Appointment.

40.5 A Legal/Mercantile Collection Agency referral fee is to be charged to Member who has received a Final Fee Notice from the Manager and who has failed to contact the Manager and make arrangements acceptable to the Owners Corporation for the payment of the debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.
The amount of the fee will be derived from the Schedule of Fees contained in the Contract of Appointment which will be amended as per the mechanisms contained in the Contract of Appointment.

40.6 Any further costs associated with Solicitors, Magistrates Court, VCAT hearings and/or Mercantile Collection Agencies will be charged to the Owners Corporation, then recovered from the individual Members as a debt due to the Owners Corporation. The amount of the fee will be derived from the Schedules of Fees contained in the Contract of Appointment which will be amended as per the mechanisms contained in the Contract of Appointment.

40.7 Where a Member seeks approval for the adoption of a payment plan for fees owing or due from the Manager, the Manager will refer the matter to the Chairperson for authorisation to accept or reject the payment plan and the Chairperson may seek consultation with the Owners Corporation Committee, should one be elected, prior to any authorisation being given or denied.

40.8 The Owners Corporation acknowledges that Debt Collection is a duty outside of the regular duties of a Manager and the cost is not covered or included in the Management Fee and that the Manager is entitled to charge the Owners Corporation additional fees for debt collection in accordance with the Schedule of Fees detailed in the Contract of Appointment.

41. DISPUTE RESOLUTION

41.1 DISPUTE RESOLUTION PROCEDURE

41.1.1 The grievance procedure set out in this rule applies to disputes involving a lot owner, or an occupier or the Owners Corporation.

41.1.2 The party making the complaint must prepare a written statement in the approved form and serve a copy of the complaint on the manager, secretary or the chairperson of the Owners Corporation and if appropriate, on any other party involved.

41.1.3 The Owners Corporation will be represented for all dispute resolution purposes by one or more of:-
(a) The manager; or
(b) The grievance committee; or
(c) The chairperson;

("the OC representatives") who shall be entitled to make decisions on behalf of the Owners Corporation for purposes of compliance with Part 10 of the Act. These rules evidence the resolution of the Owners Corporation to delegate power to the OC representatives for all purposes to enable operation of these rules and in accordance with the Act.

41.1.4 If the representatives decide to take action in respect of any alleged breach of an obligation imposed under the Act or the Regulations or these rules ("breach"), the OC representatives must give 28 days notice to rectify the breach to the person who allegedly committed the breach ("respondent") in accordance with Section 155 of the Act ("S155 Notice"). A copy of the S155 Notice must be given to both the lot occupier and the lot owner.

41.1.5 If the respondent does not rectify the breach within 28 days after the date of the S155 notice the OC representatives may decide to give a final notice stating that the respondent must within 28 days after the date of such final notice rectify the breach in accordance with section 157 of the Act ("FinalNotice").

41.1.6 The OC representatives may decide to apply to VCAT for an order requiring rectification of the breach if the respondent fails to comply with the Final Notice within the required time and must give the notices contemplated by section 157(3) of the Act of their decision.

41.1.7 At any time after the OC representatives become aware that a complaint remains unresolved the OC representatives may in their sole and absolute discretion require the parties to attend a meeting to discuss the matter in dispute with the complainant and the respondent and:-

- (a) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting and each party shall have the right to make submissions and to be heard.
- (b) The parties must each:-
 - (i) use their best endeavours to make available to the OC representatives all facts and circumstances required in order to consider and resolve the dispute or differences; and
 - (ii) attend in person and ensure that their respective employees, agents or consultants are available to appear at the meeting.
- (c) The OC representatives shall be entitled to make reasonable directions to expedite adjourn or terminate any meeting or determination of this dispute resolution process as the OC representatives in their sole discretion think fit on behalf of the Owners Corporation.

41.2 REFERENCE OF DISPUTE TO AN EXPERT

41.2.1 In the event of any dispute or difference as to the effect of or operation of the plan of subdivision of the Owners Corporation, the interpretation and performance of obligations under these rules, the Act or the Regulations, that dispute or difference may, if the OC representatives the complainant and the respondent agree, be referred for determination by a person (Expert) who shall be agreed upon between the parties or appointed by the President for the time being of the Law Institute of Victoria.

41.2.2 Parties to use best endeavours When any dispute or difference has been referred for expert determination, the parties must each:-

- (a) Use their best endeavours to make available to the Expert all facts and circumstances which the Expert requires in order to settle or determine the dispute or difference; and
- (b) Ensure that their respective employees, agents or Consultants are available to appear at any hearing or enquiry called for, by the Expert.

41.2.3 Right to be heard

The parties each have the right to:-

- (a) Make submissions to; and
- (b) Be heard by; and
- (c) Each party may be legally represented before the Expert.

41.2.4 Expert's decision

The decision of the Expert must be made and delivered to the parties within a period of 1 month (or such other period as the parties may agree, or the Expert may determine) after the date of submission of the dispute or difference to the Expert and shall be final and binding upon the parties.

41.2.5 Expert may appoint other expert to assist

The Expert may appoint any other expert to consult with, assist and advise the Expert. The cost of such other expert is deemed to form part of the determination costs and expenses.

41.2.6 Expert to act as an expert

The Expert must act as an expert, not as an arbitrator, and his or her decision will be final and binding upon the parties.

41.2.7 Costs of determination

The Expert must also determine:-

- (a) The amount of the costs and expenses of, and relating to, the reference of any dispute or difference to him or her (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the Owners Corporation); and
- (b) Which party or parties must bear the costs and expenses, and in what shares, and in making the determination, the Expert must take into account the reasonableness of the parties leading up to the expert determination including any offers made to resolve the dispute and the costs so determined will be recoverable in a Court or Tribunal of competent jurisdiction as a debt due.

41.3 CONDUCT PENDING DISPUTE RESOLUTION AND/OR EXPERT DETERMINATION

In the event of any matter being the subject of dispute resolution or referred for the decision of an independent expert:-

41.3.1 These Rules, the Act and the Owners Corporations Regulations 2007 ("the Regulations") will be adhered to pending the decision; and

41.3.2 If either party is challenging any payment claimed by the other:-

- (a) So much of that payment, as is admitted to be owing, must be paid immediately; and
- (b) An appropriate adjustment must be made within 14 days of resolution.

41.4 RECOVERY OF OUTSTANDING FEES AND OTHER MONEY DUE TO THE OWNERS CORPORATION

The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any member of the Owners Corporation in any court of competent jurisdiction including for the purpose of bankruptcy or winding up of a company.

This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation.

The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

41.5 COSTS

All costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation on an indemnity basis.

41.6 GENERAL PROVISIONS FOR DISPUTE RESOLUTION

41.6.1 If the dispute is not resolved, the grievance committee, secretary or chairperson must issue the Notices required under Part 10 and notify each party of his or her right to take further action under Part 11 of the Act.

41.6.2 This dispute resolution process must comply with Part 10 of the Act.

I certify these rules to be a true and correct copy of the rules made by Special Resolution of the Owners Corporation dated 16th day of January 2015.

Secretary of the Owners Corporation – Amity OC Management Pty Ltd
16 January 2015