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**SPECIAL RULES OF OWNERS CORPORATION  
NO.1 & NO.2  
PLAN NO. 501539H**

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**SPECIAL RULES OF OWNERS CORPORATION  
NO.1 & NO.2  
PLAN NO. 501539H ("RULES")  
made under Section 138 of the  
Owners Corporation Act 2006**

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**1. DEFINITIONS**

In these Rules, the following words have the following meanings:

"Act" means the Owners Corporation Act 2006 (as amended).

"Owners Corporation" means Owners Corporation No.1 Plan No. 501539H and Owners Corporation No.2 Plan No. 501539H and includes any Manager who, or committee established under Part 5 of the Act that, has 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 these Rules.

"Building" means the building situated at 594 St. Kilda Road, Melbourne.

"Building Manager" means the person, firm or company appointed by the Owners Corporation to manage the Building.

"Common Property" means the common property shown on the Plan of Subdivision as "Common Property No.1" and "Common Property No.2".

"Cleaning Apparatus" means the cleaning apparatus used for the purpose of cleaning and maintaining the outside windows of the Building.

"Lift" means any lift in the Building owned by Owners Corporation No.1 Plan No. 501539H.

"Lots" means the lots on the Plan of Subdivision.

"Owner" means an owner of a lot affected by the Owners Corporation.

"Manager" means a registered manager appointed in accordance with Section 119 of the Act.

"Outgoings" shall include (but not necessarily be limited to) all rates, charges, taxes and impositions (other than those levied directly against the lot owner's lot), insurances of the Buildings and improvements (including but not limited to public risk and reinstatement), maintenance plan fees, cleaning, electricity, fire protection, maintenance of lifts, repairs and maintenance, security, bank fees, and associated government charges, garden maintenance, air conditioning of common property and like expenses associated with the maintenance and operation of the common property.

"Plan of Subdivision" means Plan of Subdivision No. 501539H.

"Regulations" means the Owners Corporation Regulations 2007 (as amended).

"Security Key" means the key, swipe card or any other device issued by the Owners Corporation for the use and/or access to the common property or the Building or any part thereof.

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## **2. MODEL RULES**

### **2.1 Health, safety and security**

#### **2.1.1 Health, safety and security of lot owners, occupiers of lots and others**

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

#### **2.1.2 Storage of flammable liquids and other dangerous substances and materials**

(1) Except with the approval in writing of the Owners Corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to:

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **2.1.3 Waste disposal**

An owner or occupier must dispose of his or her garbage or waste so as not to adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

### **2.2 Management and administration**

#### **2.2.1 Metering of services and apportionment of costs of services**

(1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate-

(a) must be claimed by the lot owner or occupier and the Owners Corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

### 2.3 Use of common property

2.3.1 (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal from the Building.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### 2.3.2 Vehicles and parking on common property

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

(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 a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the Owners Corporation.

### 2.3.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property or any structure thereon without the written approval of the Owners Corporation.

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- (2) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (3) An owner or person authorised by an owner may install a locking or safety device on his lot to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, provided always that the device, screen or barrier is soundly built and (if visible from outside the owner's lot) is consistent with the colour, style and materials of the building.
- (4) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## 2.4 Lots

### 2.4.1 Change of use of lots

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

#### Example

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

## 2.5 Behaviour of persons

### 2.5.1 Behaviour of owners, occupiers and invitees on common property

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

### 2.5.2 Noise and other nuisance control

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

## 2.6 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier of the Owners Corporation.

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

### 3. NEGATIVE OBLIGATIONS

An owner or occupier of a lot, or a guest of an owner or occupier must not :

#### 3.1 Use of Common Property and Lots

- (a) damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the common property or use them for any purpose other than the purpose for which they are provided or properly available for; and
- (b) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other owners or occupants of lots or their families or guests; and
- (c) use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the Alto Apartments or may cause a nuisance or hazard to any other owner or occupier of a lot or the families or guests of any such owner or occupier; and
- (d) enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Owners Corporation; and

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- (e) use any part of the Building, lots or common property for a purpose other than the purpose for which it has been provided or for which it is properly available; and
- (f) use or permit any person under his or her control to use roller blades, roller skates or a skateboard on the common property; and
- (g) use or permit a lot to be used other than for private residential or accommodation purposes; save and except only that this rule shall not apply to Lot 101; and
- (h) dispose of any cigarette butts or ash on to the common property; and
- (i) use or permit to be used in a manner that would contravene any planning regulations, requirements or restrictions contained in or otherwise applicable to the Plan of Subdivision.

### 3.2 Pool and Gymnasium Area

- (a) breach any rules pertaining to the pool or gymnasium area;
- (b) remove any item, equipment or other property belonging to the Owners Corporation from the pool or gymnasium area;
- (c) invite visitors to use the pool or gymnasium area without first having obtained the consent of the Owners Corporation;
- (d) permit any visitors or children under 16 years of age to use the pool or gymnasium unless accompanied and supervised by an adult at all times;
- (e) other than with the prior written consent of the Owners Corporation and then only in accordance with such consent take food, alcoholic or other beverages, glass containers or breakable receptacles of any kind to the pool or gymnasium area;
- (f) remain in the pool or gymnasium area between 10.30 p.m. and 6.00 a.m.;
- (g) drink, eat or smoke in the pool or gymnasium area;
- (h) litter the pool or gymnasium area;
- (i) fail to wear a bathing costume in the pool area;
- (j) fail to shower to remove excess suntan lotion before entering the pool.

### 3.3 Interference with Fittings, Services or Facilities

- (a) obstruct windows, air vents, air-conditioning ducts, skylight or emergency exits in, or any other part of, the common property;
- (b) cover or obstruct any lights, sky lights, windows or other means of illuminations of the common property or the Building;
- (c) do any act or thing which affects the working of the air-conditioning in the Building (including, without limitation, altering any thermostat or other control in the Building, the common property or in the lots);
- (d) obstruct or in any way interfere with any fire appliance, cupboard, stairway or landing in the Building or permit any fire appliance, cupboard, stairway or landing in the Building to be obstructed;

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**3.4 Balconies and Windows and Outward Appearance**

- (a) hang or place on any balcony or in any window of an owner's lot or in or about the common property anything which adversely affects the outward appearance or state of repair of an owner's lot or the common property or which may otherwise affect the use and enjoyment of the lots and common property or the Building by owners or occupiers;
- (b) hang or place any washing on or from any balcony or in or from any window;
- (c) use any balcony as a place of storage;
- (d) keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless either the planter drains water into a drainage outlet on the balcony or the planter is in a container which will retain all water that drains from it;
- (e) keep or allow anything belonging to an owner or occupier of an owner's lot to be on any balcony or any part of the exterior of an owner's lot after being given notice by the Owners Corporation to remove that thing after the Owners Corporation has resolved that the thing is causing a nuisance or adversely affects the use and enjoyment of the Building, lots or common property by owners and occupiers;
- (f) allow any garden, plant, balcony or open land forming part of the lot to become unkempt, overgrown or unsightly;
- (g) without the prior written consent of the Owners Corporation which shall not be unreasonably withheld, install or place, or permit to remain installed or placed, any air-conditioning unit, fan or other appliance in such a position as to be visible from outside the owner's lot.

**3.5 Window Furnishings**

- (a) install or permit the installation in a lot of any window furnishing visible from outside other than blinds, venetian blinds, curtains and drapes which are black or dark charcoal in colour when seen from the exterior (that is, the window-facing) side.

**3.6 Waste or Garbage**

- (a) store or keep waste or garbage other than in proper tightly secured receptacles in an area specified for such purpose by the Owners Corporation or within the owner's lot or as otherwise directed by the Owners Corporation;
- (b) put any garbage or refuse anywhere on the common property other than in garbage bins or containers so designated by the Owners Corporation;
- (c) put any type of waste or garbage in Owners Corporation garbage bins or containers other than the type of waste designated for those bins;

- (d) put any waste or garbage in Owners Corporation garbage bins or containers unless securely tied in a plastic bag;
- (e) put any waste or garbage in Owners Corporation garbage bins or containers designated for use by members of the public;
- (f) burn any rubbish or waste in or upon the lot or the common property;
- (g) throw, drop, or let fall any article or substance from or out of a lot or the common property.

**3.7 Alterations of Lots and Common Property**

- (a) make any alteration, addition to, paint or decorate the exterior of an owner's lot without the prior written consent of the Owners Corporation;
- (b) carry out or permit to be carried out any building work requiring a building approval under the Building Act 1993 (or an equivalent enactment) unless:
  - (i) at least 21 days' written notice of intention to carry out the work, accompanied by proper plans and specifications of the work, has been given to the Owners Corporation by the owner of the lot on which the work is proposed to be carried out; and
  - (ii) the Owners Corporation gives its prior written approval of the work; and
  - (iii) the work is carried out in accordance with such reasonable directions as the Owners Corporation may give; and
  - (iv) the work is carried out by a contractor approved in writing by the Owners Corporation; and
  - (v) the owner signs an indemnity prepared by the Owners Corporation against all loss and damage caused directly or indirectly by the works; and
  - (vi) the work complies with all laws; and
  - (vii) the work does not detract or interfere with in any way the external appearance of the Building nor interfere with the business of any occupiers of the Building or rights granted to those occupiers;
- (c) make any alteration or addition to any part of the common property or to attach anything to any part of it;
- (d) make any alteration to an owner's lot which may cause or result in any damage or deterioration to the Building or any other lot or the common property or which may otherwise adversely affect the use and enjoyment of the Building or other lots and the common property by other owners or occupiers.

**3.8 Security**

- (a) reproduce any keys or access devices issued by the Owners Corporation for the common property;
- (b) do anything which may adversely affect the security protection of the Building or any lot or common property including allowing a person not being an



owner's or occupier's visitor or person authorised by the Owners Corporation to enter common property;

- (c) keep or leave open or permit any security door or the door into any stairwell to be kept or left open for any purpose whatsoever.

**3.9 Miscellaneous**

- (a) do anything whereby any policy of insurance taken out by the Owners Corporation may become void or voidable or which may make the Owners Corporation liable for increase in premium;
- (b) without the prior written consent of the Owners Corporation hold or allow to be held in any lot or on any part of the common property any sale or auction;
- (c) use or permit any lift in the Building to be used to carry goods or furniture unless:
  - (i) reasonable prior notice of intention to do so has been given to the Owners Corporation and any Building Manager appointed by the Owners Corporation; and
  - (ii) the lift is fitted with proper protective covers when being so used;
- (d) permit any trades people or work people to be on a lot or the common property:
  - (i) on a Saturday, Sunday or public holiday; or
  - (ii) before 9.00 a.m. or after 5.00 p.m. on any other day;
- (e) place or leave any item on the common property so as to obstruct the common property or an entrance to an owner's lot;
- (f) store any materials or goods on the common property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent;
- (g) contravene any requirement of any authority having jurisdiction over the Building and/or the owner's lot;
- (h) smoke in any part of the common property including without limitation in lifts, passageways, foyers and stairs on the common property;
- (i) use any method of heating, cooling or lighting in the common property other than those provided by the Owners Corporation;
- (j) install in any lot a safe or other items of greater mass than 100 kg when full or generating a floor loading greater than 150 kg per square metre when full, without the consent of the Owners Corporation.
- (k) make or permit to be made noise from music or machinery which may be heard outside the owner's lot or the occupier's lot between the hours of

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midnight and 8.00 a.m., or at any other time in such a manner as to contravene rule 2.5.2 above.

- (l) bring in or leave in the Building any bicycle or similar machine without the consent of the Owners Corporation (which consent shall not be unreasonably withheld) save and except to pass through the common property in order to store the same in a storage area set aside and designated for such use by the Owners Corporation and/or the Plan of Subdivision

#### **4. POSITIVE OBLIGATIONS**

An owner or occupier of a lot must and must ensure that their families and visitors :-

##### **4.1 Accidents And Defects**

- (a) promptly notify the Owners Corporation and the Building Manager (if any) in writing of any accident occurring in the Building or on the lots or common property or any defect in or damage to the Building, lots or common property of which they become aware;
- (b) promptly notify the Owners Corporation and the Building Manager (if any) in writing of any breakage or defect in water pipes, air conditioning ducts or equipment, electrical and light fittings, fixtures and services, and fire equipment of which they become aware;

##### **4.2 Cleanliness**

- (a) keep the owner's lot clean and in good repair and condition;
- (b) take all reasonable steps to prevent infestation of the owner's lot by vermin and insects;
- (c) place its garbage or refuse receptacle for collection by the relevant local authority in each owner's designated place;

##### **4.3 Pets and Animals**

Take all reasonable steps to prevent any animal in his or her control from urinating or defecating in a common area. In the event that an animal shall urinate or defecate in a common area then the owner or occupier in whose control the animal is/was shall promptly clean up/dispose of such urination or defecation.

##### **4.4 Taps**

Turn off all taps after use;

##### **4.5 Directions by Owners Corporation**

Obey all reasonable directions given by the Owners Corporation and the Building Manager (if any) in relation to the common property including, without limitation, for:

- (a) the carriage of goods or furniture in lifts;
- (b) the use of services; and
- (c) no smoking policies;

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- (a) secure the owner's lot when it is unoccupied and comply with the Owners Corporation's and the Building Manager's reasonable directions about the Building's security;
- (b) at the owner's cost replace any security key which is issued to the lot owner by the Owners Corporation or the Building Manager;
- (c) upon request account for all security keys issued to the owner by the Owners Corporation or the Building Manager.

**4.7 Windows**

Replace all broken windows on balconies or terraces in an owner's lot;

**4.8 Emergencies**

- (a) participate in any emergency drill in the Building of which the Owners Corporation or Building Manager gives reasonable notice;
- (b) evacuate the Building immediately and in accordance with the directions of any representative of the Owners Corporation or the Building Manager when informed of an actual or suspected emergency;

**4.9 Co-Operation**

Work with the Owners Corporation and the Building Manager to promote and ensure the proper and orderly working and operation of the Building, common facilities, common property and the services contained therein.

**4.10 Compensation**

Compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by the owner or its respective tenants, licensees or invitees.

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**5. MISCELLANEOUS**

**5.1 Control of Common Property**

The Owners Corporation and the Building Manager may close, lock or otherwise control the common property from time to time and may take all actions as they deem necessary or appropriate to prevent and prohibit persons that it considers in its absolute discretion undesirable from entering the common property.

**5.2 Address of Owners**

Each owner must advise the Owners Corporation of the private address and telephone number of the owner or if the owner is a company, the registered office of the company. Each owner must promptly inform the Owners Corporation of any change in the address and/or telephone number and/or the registered office as the case may be.

**5.3 Owner's Mail**

An owner must and must ensure that the occupier of an owner's lot regularly clears the mail box for that owner's lot. If the mail box is located on common property and

is not regularly cleared an owner must allow and must cause the occupier of that owner's lot to allow the Owners Corporation or the Building Manager to clear the mail box.

**5.4. Lease of Lot**

An owner who does not occupy its lot must :-

- (a) provide to the Owners Corporation the name of the tenant occupying it prior to the commencement of the tenancy;
- (b) incorporate these rules in any lease, licence or other occupancy agreement granted over a lot;
- (c) provide a copy of these rules to the tenant occupying its lot.

**5.5. Air Conditioning System**

Each owner is responsible for the costs of maintaining the air conditioning system within or otherwise servicing that owner's lot.

**5.6. Access to Cleaning Apparatus**

- (a) An owner must and must ensure that an occupier of its lot will at reasonable times and on reasonable prior written notice, allow the Owners Corporation and the Building Manager and their employees, agents and contractors access through its lot to the Cleaning Apparatus to conduct cleaning and maintenance on the outside of the Building.
- (b) The Owners Corporation, the Building Manager and their employees, agents and contractors in carrying out the cleaning and maintenance of the outside of the Building may :-
  - (i) enter the owner's lot (including any balcony); and
  - (ii) bring anything reasonably required for the purpose of cleaning and maintaining the outside of the Building onto the lot or the balcony;
  - (iii) enter the Cleaning Apparatus from the window or the balcony of the lot for the purposes of cleaning and maintaining the outside of the Building; and
  - (iv) enter the Cleaning Apparatus from the window or the balcony of the lot for the purpose of conducting such repairs as may from time to time be required to the Cleaning Apparatus.
- (c) An owner must not interfere in any way with the Cleaning Apparatus.
- (d) The Owners Corporation and the Building Manager will ensure that as little inconvenience as possible is caused to the owner and any occupant of the lot.

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