

## OWNERS CORPORATION RULES

### DEFINITIONS

1. In these rules unless the context indicates a contrary intention:

**Building** means the building constructed on the land;

**Land** means the whole of the land described in the Plan;

**Manager** means the person for the time being appointed by the Owners Corporation as its Manager or if no person is for the time being appointed, the secretary of the Owners Corporation;

**Owner** means an owner of a lot on the Plan; and

**Plan** means plan of subdivision.

### INTERPRETATION

2. In these rules unless the context indicates a contrary intention:

- headings are for convenience only and shall not affect interpretation;
- words denoting any gender shall include all genders;
- an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other Owners Corporation;
- a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking a novation) and assigns;
- a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification, or re-enactment thereof or any replacement legislation;
- a reference to an Owners Corporation includes any elected committee of the Owners Corporation; and
- a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.

### SUBJECT TO SPECIFIC RIGHTS

3. The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

## **OBSTRUCTION OF COMMON PROPERTY**

4. An Owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

## **DAMAGE TO COMMON PROPERTY**

5. An Owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation or its Manager.
6. An approval given by the Owners Corporation or its Manager under rule 7 cannot authorise any additions to the common property.
7. This rule does not prevent an Owner or person authorised by an Owner from installing:
  - i. any locking or other safety device for protection of the Owner's lot against intruders or to improve safety within the Owner's lot; or
  - ii. any screen or other device to prevent entry of animals or insects on the lot; or
  - iii. any sign to advertise the activities of the occupier of the lot if the Owners Corporation has specified the location for such signs and that sign is installed in the specifies location; or
  - iv. any device used to affix decorative items to the internal surfaces of walls in the Owner's lot.
8. Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the Owners Corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the Building.
9. The Owner of a lot must:
  - i. Maintain and keep in a state of good and serviceable repair any installation referred to in rule 7 that forms part of the common property and that services the lot; and
  - ii. Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in rule 7 that forms part of the common property and that services the lot.
10. The toilets and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they constructed, and the sweeping of rubbish or other unsuitable substance shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Owner or occupier causing the damage or blockage.

## **CHILDREN ON COMMON PROPERTY**

11. An Owner or occupier of a lot must not permit any child of whom the Owner or occupier has control to remain on the common property, unless accompanied by an adult exercising effective control.

## **BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES**

12. An Owner or occupier of a lot must take all reasonable steps to ensure that invitees of the Owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or occupier of another lot or any person lawfully using common property.
13. An Owner or occupier of a lot when on common property must not behave in a manner likely to cause embarrassment to the Owner or occupier of another lot or to any person lawfully using common property.

## **DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

14. An Owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the written approval of the Owners Corporation or its Manager.

## **CLEANING WINDOWS AND DOORS**

15. An Owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:
  - i. the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - ii. that glass or part of the glass cannot be accessed by the Owner or occupier of the lot safely or at all.
16. Access for cleaning or repairing building windows that are not accessible to the Owners Corporation, will be required through private balconies. Gates on these balconies must be kept clear for ready access at all times.

## **GARBAGE DISPOSAL**

17. An Owner or occupier of a lot that does not have access to shared receptacles for garbage, recyclable material or waste:
  - i. must maintain such receptacles within the lot or on such part of the common property as may be authorised by the Owners Corporation or its Manager from time to time in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered; and
  - ii. must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
  - iii. for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation or its Manager from time to time and at a time not more than 12 hours before the time at which garbage, recyclable waste or waste is normally collected; and
  - iv. when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (i); and

- v. must not place anything in the receptacles of the Owner or occupier of any other lot except with the permission of that Owner or occupier; and
  - vi. must promptly remove anything which the Owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
18. Rule 16 does not require an Owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

#### **APPEARANCE OF LOT**

19. The Owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the Building.
20. An Owner or occupier may keep outdoor furniture on the balcony of their lot only if it is approved in writing by the Owners Corporation, is not likely to cause any danger to other Owners or occupiers and will not cause damage to the balcony or any other parts of the common property.
21. An Owner or occupier may keep planter boxes and pot plants on the balcony of a lot only if they are approved in writing by the Owners Corporation.
22. If there is a planter box or pot plants on the balcony of the lot, the owner or occupier must properly maintain the soil and plants in the planter box and make sure that no water goes from the pot plants or planter box onto the common property or another lot.
23. The Owners Corporation may require an Owner or occupier to remove, at the Owner or occupier's own cost anything kept on the balcony so that it can inspect or repair common property.
24. An Owner or occupier may not alter the colour of the interior walls of the balcony to any other colour than the colour prescribed by the Owners Corporation.

#### **CHANGE IN USE OF LOT TO BE NOTIFIED**

25. An occupier of a lot must notify the owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the building (for example, if the change of use results in a hazardous activity carried out on the lot).

#### **PRESERVATION OF FIRE SAFETY**

26. The Owner or occupier of a lot must not do anything or permit any invitees of the Owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

#### **PREVENTION OF HAZARDS**

27. The Owner or occupier of a lot must not do anything or permit any invitees of the Owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the Owner or occupier of another lot or any person lawfully using the common property.

## **MOVING OF CERTAIN ARTICLES**

28. An Owner or occupier of a lot must not move through common property any article likely to cause damage or obstruction without notifying the Manager in sufficient time to enable a representative of the Manager or Owners Corporation to be present.
29. An Owner or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Manager.

## **PROVISION OF AMENITIES OR SERVICES**

30. The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the Owners Corporation of one or more of the lots:
  - i. security services,
  - ii. promotional services,
  - iii. cleaning,
  - iv. garbage disposal and recycling services,
  - v. electricity, water or gas supply,
  - vi. telecommunications services (for example, cable television),
  - vii. advertising.
  - viii. Grease trap services. (The cost of grease trap cleaning and servicing will be apportioned equally among the lots utilising the grease trap.)
31. If the Owners Corporation makes a resolution referred to in rule 29 to provide any amenity or service to a lot or to the Owner or occupier of a lot:
  - i. The Owners Corporation must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service: and
  - ii. The Owners and occupiers must comply with the terms of any such arrangements between the Owners Corporation and the service provider(s) of which they are informed.

## **SIGNAGE**

32. An Owner or occupier must obtain consent from the Owners Corporation to erect any signage on the common property (including on any signage board(s) provided by the Owners Corporation for the use of Owners and occupiers) or on the lot if such signage would be visible from the common property.
33. The Owners Corporation may implement a signage code "Signage Code" the terms of which must be complied with as a condition of the consent referred to in rule 31.
34. No Owner or occupier will be permitted to display for sale or to let signs on their lot or on the common property without the prior written consent of the Owners Corporation. However, this rule does not apply to the initial proprietor while it is still the Owner of one or more lots.

## **CONTROL OF USE OF FACILITIES**

35. The Owners Corporation may, by special resolution determine, if it considers the determination is appropriate for the control, management, administration, use and enjoyment of the lots or the common property, that facilities situated on the common property may be used only during certain times and on certain conditions.
36. An Owner or occupier of a lot must comply with a determination referred to in rule 34, and
- i. If the Owners Corporation restricts access to part of the common property pursuant to rule 34, the Owners Corporation shall give the Owner of the lot a security key or pass (Security Key) and the Owners Corporation may charge a fee or bond for the issue of the key or if additional keys are required.
  - ii. The Security Key shall belong to the Owners Corporation and the Owners Corporation shall have the power to re-code Security Keys and require an Owner or occupier to promptly return their Security Key to the Owners Corporation to be recoded.
  - iii. An Owner or occupier must take all reasonable steps not to lose the Security Keys; return Security Keys to the Owners Corporation if they are not needed or if they cease to be an Owner or an occupier and notify the Owners Corporation immediately if they lose a Security Key.
  - iv. An Owner or occupier must not copy a Security Key or give a Security Key to someone who is not an owner or occupier.
  - v. An Owner or occupier must at all times comply with the reasonable instructions of the Owners Corporation in relation to Security Keys and in particular instructions regarding re-coding and returning Security Keys.

## **WATER USAGE**

37. Where required by the Owners Corporation, the Owner of a lot shall, at its own cost and expense, procure the installation of a water meter on the Owners lot to measure the volume of water by the occupier of the lot.

## **INSURANCE PREMIUM**

38. An Owner 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.

## **COMPLIANCE WITH LAWS**

39. An Owner or occupier of a lot must at the Owner's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notice and order of any Governmental Agency.
40. An Owner or occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the Owners Corporation.

## **CONDITION OF A LOT**

41. An Owner or an occupier of a lot must keep the lot clean and in good repair.

## **NOTIFICATION OF DEFECTS**

42. An Owner or an occupier of a lot must promptly notify the Owners Corporation or its Manager of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

## **COMPENSATION TO OWNERS CORPORATION**

43. An Owner or occupier of a lot will be liable to compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that Owner or occupier or any licensee or invitee of that Owner or occupier.

## **NOISE**

44. An Owner or occupier of a lot must ensure that noise arising from the occupation of that lot is not audible to other Owners or occupiers so that it intrudes on the peaceful enjoyment of their lot and an Owner or occupier of a lot must not make or permit to be made, noise from any television, radio, sound equipment or other machine, musical instrument or amplified sound which may be heard outside the Member's Unit between the hours of 10.00pm and 8.00am.

## **FUMES**

45. An Owner or occupier of a lot must ensure that odorous and/or noxious fumes arising from their occupation of their lot does not intrude upon another lot or the common property. Owners or occupiers shall comply with environmental rules and guidelines prescribed by any governmental agency in relation to such emissions.

## **REIMBURSEMENT TO OWNERS CORPORATION**

46. Where, in the reasonable opinion of the Owners Corporation, the use of any lot or lots subjects the Owners Corporation to expenditure of or a degree of expenditure which is not common to all other lots or substantially in accordance with their respective unit entitlements, the Owners Corporation may give written notice to the Owner or Owners of such lots giving particulars of the amount by which the expenditure for that lot or those lots exceeds the expenditure referable to all other lots having regard to their respective unit entitlements and may thereafter recover from the Owners of the lots concerned the amount of such excess.
47. The Owners Corporation may recover the excess referred to in rule 45 from the Owners concerned as a debt.

## **INTEREST**

48. The Owner or occupier of a lot must pay if and when demanded interest on outstanding fees, levies and other monies owing to the Owners Corporation at a rate being 2% per annum above the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

## **PETS AND ANIMALS**

49. An Owner or occupier of a lot must not keep any animal or bird on the common property or, in the case of an animal or bird kept in the Member's unit, keep any animal or bird in the Member's unit after the Committee of Management have resolved that the animal or bird is causing a nuisance and given notice in writing to the Member or Occupier to remove that animal or bird.

## PROCEDURE FOR CARRYING OUT FIT-OUT / BUILDING WORKS

50. An Owner or occupier of a lot must not undertake any building works within or about or relating to a Owners Corporation member's lot except in accordance with the following requirements:
- i. Such building works may only be undertaken after all requisite permits, approvals and consent under relevant laws have been obtained and copies of which have been given to the Owners Corporation and then strictly in accordance with those permits, approvals and consents and conditions thereof;
  - ii. The 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.
51. The Owner or occupier of a lot must not proceed with any such works until the Owner or occupier:
- i. 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
  - ii. 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 aesthetic and orderly development of the total Building and do not endanger the Building and are comparable with the overall services to the building and the individual floors; and
  - iii. 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 a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the Owner or occupier and such approval shall not be effective until such costs have been paid;
  - iv. Pays such reasonable costs to the Owners Corporation.
52. The Owner or occupier of a lot must ensure that the Owner or occupier and the Owner 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 that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.
53. Without limiting the generality of rule 51 the Owner or occupier of a lot must ensure that the Owner or occupier and the Owner or occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:



- i. Building materials must not be stacked or stored in the front side or rear of the Building;
- ii. Scaffolding must not be erected on the common property or the exterior of the Building;
- iii. Construction work must comply with all laws of the relevant authorities;
- iv. The exterior and common property of the Building must at all times be maintained in a clean, tidy and safe state;
- v. Construction vehicles and construction worker's vehicles must not be brought into or parked in the common property.

54. Before any of the Owner or occupier's works commence the Owner or occupier must:

- i. Cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- ii. Deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

55. Other than land marked E-4 in the Plan, access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent of licence of the owner of the relevant lot or of the Owners Corporation in the case of common property.

56. The Owner or occupier of a lot shall immediately make good all damage to and dirtying of the Building, the common property, the services thereto or therein or any fixtures, fittings or finishes thereof or therein 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 (or if the Owner or occupier fails to do so within a reasonable period of time) must 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;

57. The Owner or occupier of a lot must forthwith make good any damage occasioned to the Building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (if Owners Corporation so choose) to reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

#### **SIGNS, BLINDS AND AWNINGS**

58. An Owner or occupier of a lot must not erect or fix any sign or notice to any part of the common property or the windows facing common property except as required by law without the prior approval of the Owners Corporation.

59. An Owner or occupier of a lot must not install or permit installation of any window coverings other than as permitted by the Owners Corporation.

60. An Owner or occupier of a lot must not install or permit installation of any awnings other than as permitted by the Owners Corporation.

## **SUPPORT AND PROVISION OF SERVICES**

61. Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, 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:

- i. Any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
- ii. The structural and functional integrity of any part of the common property is impaired; or
- iii. The passage or provision of services through the lot or the common property is interfered with.

62. An Owner or occupier of a lot must not install a safe in a lot without the written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect of the proposed installation.

## **ACCESS TO LOTS**

63. An Owner or occupier of a lot must give reasonable access to their lot to:

- i. the Owners Corporation, or, whilst it is the original proprietor is the owner of 2 or more lots on the Plan, original proprietor for the purposes of carrying put any works required to comply with the requirements of any authority;
- ii. an Owner of another lot for the purposes of doing Building Works or Fit-Out Works;
- iii. the Owners Corporation for the installation and/or renewal of services if access to the common property is reasonably and properly required through that lot.

64. Except in the case of an emergency, the person requiring the Access will give the Owner of the lot affected not less than 7 days' notice that Access is required and wherever possible, such Access need only be given outside of business hours. In the case of the original proprietor only 24 hours' notice will be required.

## **COMPLIANCE WITH RULES BY INVITEES**

65. An Owner must take all reasonable steps to ensure the occupiers of a lot and all invitees of the Owner or occupiers comply with these rules.

66. An Owner of a lot which is the subject of a lease or licence agreement, must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licenses of the lot and any invitees of that lessee or licensee comply with these rules.

## **SMOKING**

67. An Owner or occupier of a lot must not smoke on or about the common property and must take all reasonable steps to ensure that their employees, invitees and contractors do not smoke on or about the common property.

## **WINDOW TINTING**

68. An Owner or occupier of a lot must not allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated without the prior written consent of the Owners Corporation.

## **STORAGE OF BICYCLES**

69. An Owner or occupier of a lot must not permit any bicycle to be brought into a lot via the foyer, lifts, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation from time to time without the prior approval of the Owners Corporation.

## **PARKING**

70. 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:

- i. to be parked or left in parking spaces situated on common property and allocated for other lots; or
- ii. on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- iii. in any place other than a parking area situated on common property specified for that purpose by the Owners Corporation.