

**ADDITIONAL RULES**  
**OWNERS CORPORATION NO.1 PS 700858F**  
**229 - 231 BRIDGE ROAD, RICHMOND**

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The Act details the power of the Owners Corporation, the general duties of Members and administration of the Owners Corporation, insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act.

**1. DEFINITIONS AND INTERPRETATIONS**

In these Additional Rules, unless the context otherwise requires:-

- 1.1 expressions importing a natural person include a corporation and vice versa;
- 1.2 a covenant, agreement, warranty, obligation, liability or similar on the part of two or more persons binds each of them jointly and severally;
- 1.3 headings are for convenience or reference only and shall not be construed as affecting the meaning or interpretation of these Additional Rules;
- 1.4 **“Act”** means the Subdivision Act 1988 (Vic), the Owners Corporations Act 2006. (Vic) and includes the Subdivision (Procedures) Regulations 2000 (Vic) and the Owners Corporations Regulations 2007 (Vic);
- 1.5 **“Additional Rules”** means rules created by the Owners Corporation pursuant to section 138 of the Act;
- 1.6 **“Building/s”** means the buildings situated and constructed on the Land;
- 1.7 **“Common Property”** means all the Common Property No.1 referred to on the Plan of Subdivision;
- 1.8 **“Developer”** means Ivory Sunset Pty Ltd (ACN 008 253 623), the developer of the Development;
- 1.9 **“Development”** means the building comprising residential apartments, car parking, any common property, retail space and facilities known as 231 Bridge Road, Richmond;
- 1.10 **“Land”** or **“Property”** means 229 - 231 Bridge Road, Richmond;
- 1.11 **“Lot”** means a Lot shown on the Plan of Subdivision.

- 1.12 **“Manager”** means a manager appointed in accordance with Section 119 of the Owners Corporations Act 2006;
- 1.13 **“Member”** means a proprietor of a Lot(s) and a Member of the Owners Corporation;
- 1.14 **“Model Rules”** means the rules prescribed by the Act and the Regulations;
- 1.15 **“Occupier”** means an occupier of the Member's Lot;
- 1.16 **“Owners Corporation”** means Owners Corporation No.1., the legal entity incorporated by the registration of the Plan of Subdivision;
- 1.17 **“Plan of Subdivision”** means Plan of Subdivision No. 700858F;
- 1.18 **“Retail Lot”** means Lot 5 on the Plan of Subdivision;
- 1.19 **“Regulations”** means the Owners Corporation Regulations 2007; and
- 1.20 **“Rules”** means both Model Rules and Additional Rules.

## **2. USE AND APPEARANCE OF COMMON PROPERTY**

A Member must not and must ensure that the Occupier of a Member's Lot does not:

- 2.1 smoke in the Common Property area;
- 2.2 arrange for goods to be moved in any lift without first:
  - (1) notifying the Owners Corporation and obtaining its consent to do so; and
  - (2) installing protective covers in the lift so as to insure against any damage.
- 2.3 display any signage, placard or advertisement (including any advertisement in relation to the sale or leasing of a Lot) in the Buildings or the Common Property;
- 2.4 make an alterations or additions to the exterior of the Lot without the prior written consent of the Owners Corporation;
- 2.5 erect or affix any television or radio aerial, antenna, satellite dish or similar device to the exterior of the building without the prior written consent of the Owners Corporation;
- 2.6 keep inside the Lot anything visible from outside the Lot that is not in keeping with the rest of the Building;

- 2.7 erect or install any bars or screens or other exterior safety devices on the exterior windows of a Lot without the prior written consent of the Owners Corporation;
- 2.8 display or hang any item including washing or clothing that are visible from outside the Lot;
- 2.9 change in any way the façade of the Building without the prior written consent from the Owners Corporation;
- 2.10 install an air conditioning unit in a Lot without the prior written consent from the Owners Corporation; and
- 2.11 allow any mail box and/or newspaper box to accumulate material for more than five (5) days. In the event that a Member or an Occupier of a Member's Lot is absent for more than five (5) nights, the Member or Occupier must organise for the mail and newspaper boxes to be cleared. In the event that a Member wishes to erect a sign restricting advertising material on their letterbox, they must request such sign is erected by the Manager.

### **3. CLEANLINESS**

A Member must and must ensure that the Occupier of a Member's Lot:

- 3.1 keeps the Lot clean and in good repair including ensuring that the inside of the windows are kept clean;
- 3.2 dispose of garbage (including recyclables and hard waste) in the manner specified by the Owners Corporation; and
- 3.3 must ensure that water and sewerage services shall not be used for any purpose other than those which they were constructed.

### **4. MOVING OR VACATING THE PREMISES**

A Member must not, and must ensure that the Occupier of the Lot does not:

- 4.1 move any furniture or any other possessions without first notifying the Owners Corporation at least forty-eight (48) hours prior to the proposed move;
- 4.2 allow any carriers or trades persons to commence operations prior to consent being obtained from the Owners Corporation;
- 4.3 allow any carriers or trades persons to commence operations prior to lift car protection being installed by the Owners Corporation;
- 4.4 allow any vehicles to restrict or obstruct access to the car park;

- 4.5 allow any move to unduly restrict access of other residents to the Common Property; and
- 4.6 damage the Common Property. In the event that the Common Property is damaged as a result of any move, the Member will be liable to pay the Owners Corporation for such damage within fourteen (14) days of the move and after that the Owners Corporation is entitled to recover the amount owed directly from the Member.

A Member or Occupier of a Lot must comply with the "Moving or Vacating" guidelines established by the Owners Corporation.

## **5. DAMAGE TO COMMON PROPERTY**

- 5.1 In the event that a Member or Occupier of a Lot does damage or deface the Common Property, the Member of the relevant Lot must, at his/her own expense, restore the Common Property to its original condition within fourteen (14) days of the damage occurring.
- 5.2 In the event that a Member does not repair the Common Property to its original condition within fourteen (14) days, the Owners Corporation shall be entitled to repair the Common Property or organise for the Common Property to be repaired at the expense of the Member of the relevant Lot.
- 5.3 The Member or Occupier of a Lot must advise the Owners Corporation on becoming aware of any damage or defect in the Common Property.
- 5.4 If a Member or Occupier of a Lot breaches any fire regulation or interferes with a fire service including the fire sprinkler system, the Member of the relevant Lot will be responsible for any loss or damage to the Common Property incurred as a result of the breach or interference.
- 5.5 If a Member or Occupier of a Lot installs any unapproved works that voids or prejudices the Owners Corporation insurance policy, the Member of the relevant Lot will be required at his or her own cost to reinstate the premises so that Lot does not void or prejudice the Owners Corporation insurance policy.
- 5.6 In the event that a Member does not reinstate the premises within seven (7) days, so that the Lot does not void or prejudice the Owners Corporation insurance policy, the Owners Corporation shall be entitled to reinstate the Lot at the expense of the Member of the relevant Lot.

## **6. FIRE SAFETY**

A Member must and must ensure that the Occupier of a Member's Lot:

- 6.1 complies with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of the Lot;

- 6.2 does not interfere or tamper with any fire safety equipment except in the case of an emergency;
- 6.3 does not obstruct any fire stairs, fire doors or fire escape;
- 6.4 ensures that all fire doors, exhaust systems and smoke detectors installed in the Lot are properly maintained and tested and that back up batteries relating to the smoke detectors are replaced whenever necessary; and
- 6.5 does not use or store any flammable chemical, liquid, gas or other flammable material inside the Lot or Common Property.

## **7. OWNERS CORPORATION CONSENT**

Any consent given by the Owners Corporation in accordance with these Rules may be revoked or made subject to conditions.

## **8. COMPLIANCE WITH THE RULES**

- 8.1 A Member or Occupier of a Member's Lot must take all reasonable steps to ensure that invitees of the Member or Occupier of the Member's Lot are provided with a copy of the Rules and comply with the Rules.
- 8.2 The Member of a Lot shall on demand compensate the Owners Corporation in full in respect of any damage to the Common Property the Member or Occupier of the Member's Lot.

## **9. BREACH OF THE RULES**

If a Member or an Occupier of a Member's Lot breaches these Rules, the Member must:

- 9.1 remedy the relevant breach and where the breach is incapable of remedy pay the Owners Corporation compensation for the breach;
- 9.2 pay the Owners Corporation an amount equal to all costs, liability, loss or damage arising as a result of the breach; and
- 9.3 indemnify the Owners Corporation against any costs, liability, loss or damage suffered or incurred.

## **10. VEHICLES, DRIVEWAYS AND CAR PARKING AREAS**

A Member must not, and must ensure that an Occupier of a Member's Lot does not:

- 10.1 park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for

such purpose by the Owners Corporation;

- 10.2 park, either for short or long term periods, any Occupier's vehicle in any car space, driveway, except in the space or spaces as delineated as belonging or being allocated to each individual Lot;
- 10.3 park or leave a vehicle in the parking spaces designated for visitors to the Property;
- 10.4 interfere with the operation, function or control of any electronic vehicular gates; and
- 10.5 allow any build up or discharge of oil or any other fluids from any parked vehicle.

**11. BALCONIES, COURTYARD AREAS AND ANY EXTERIOR BUILDING SURFACES AND EXTERNAL APPEARANCE**

A Member must not and must ensure that the Occupier of a Member's Lot does not:

- 11.1 store bicycles on balconies or on any Common Property except in specific areas, if any, designated for that purpose by the Owners Corporation;
- 11.2 install any insect screen, awning, external blind security door or any other exterior fixture or fitting without first having obtained prior written permission to do so from the Owners Corporation;
- 11.3 keep any plants, planter boxes or pots on any balcony or courtyard area that are not maintained in good health and condition;
- 11.4 construct or erect any sheds, kennels or structures of any nature or description on any balcony or courtyard area without having first obtained the prior written consent of the Owners Corporation;
- 11.5 construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without having first obtained the prior written consent of the Owners Corporation;
- 11.6 hang curtains or blinds visible from outside the Lot unless those curtains have backing of off-white or cream colour without the prior written approval of the Owners Corporation;
- 11.7 install any window tinting without having the colour and design approved by the Owners Corporation;
- 11.8 allow any article to be thrown, drop or fall from any balcony at any time and make good any damage to any other Lot or Common Property as a result of any article leaving any balcony for any reason whatsoever; and

- 11.9 install any air-conditioner or any air-conditioning equipment on or within the Member's Lot without the prior written approval of the Owners Corporation as to the location size colour and appearance of such and subject to the equipment and its operation conforming to any laws, bylaws and regulations and the Member shall ensure that it does not cause disturbance to any other Lot.

## **12. WASTE COLLECTION**

The Manager of the Owners Corporation will allocate waste collection charges to the Retail Lot and residential Lots based on usage and where usage cannot be determined, such charges shall be based on lot liability.

## **13. COMPLIANCE WITH RULES BY INVITEES**

- 13.1 A Member or Occupier must take all reasonable steps to ensure the invitees of the Member or Occupier comply with these Rules.
- 13.2 A Member which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these Rules.

## **14. THE DEVELOPER**

For the purposes of completing the Development:

- 14.1 Rules 2, 4, 10 and 11 do not apply to the Developer.
- 14.2 The Developer shall be authorised by the Owners Corporation to:
- 14.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Building and the Development;
  - 14.2.2 take possession of any parts of the Common Property as it may need in order to carry out any works or activities in relation to the Development;
  - 14.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
  - 14.2.4 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit;
  - 14.2.5 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.

- 14.3 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 14 or contravene any right or reprieve afforded to the Developer under this Rule 14.
- 14.4 In exercising of its rights under Rule 14, the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Developer must only exercise its rights to the extent necessary for the genuine Development. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Member.
- 14.5 The Owners Corporation will, within 7 days of being requested by the Developer, sign whatever consents authorities permits or other such documents as may be required to enable the Developer to complete the Development.

**15. SPECIFIC RULES FOR LOT 5, LOT 105 & LOT 106**

- 15.1 The owners of Lot 5, Lot 105 or 106 may at their discretion:
- 15.1.1 carry out repair or maintenance works to the façade of the Building where Lot 5, Lot 105 and Lot 106 are contained; and/or
- 15.1.2 repaint the outside of the Building where Lot 5, Lot 105 or Lot 106 are contained.
- Where such works are required, the only Lot owners which are required to consent are the owners of Lot 5, Lot 105 and Lot 106 (and no other Lot owner on the Plan of Subdivision shall be required to consent).
- 15.2 If the owners of Lot 5, Lot 105 or Lot 106 elect to carry out any of the works referred to in Rules 15.1.1 or 15.1.2, all costs will be paid for by Lot 5, Lot 105 and Lot 106 in accordance with their respective liability as if they were the only Lot owners in the Plan of Subdivision.
- 15.3 The owner of Lot 5 may at its discretion place signage on the building in which Lot 5 is contained in without having to obtain the consent of any other Lot owners in the Plan of Subdivision.
- 15.4 Rules 2.4, 2.5, 2.6, 2.7, 2.9, 2.10, 4.1, 4.2 and 11 do not apply to the Retail Lot to the extent that they apply to the Building containing the Retail Lot.
- 15.5 Any Rules which impact on the Retail Lot's use as a retail/commercial Lot are not applicable to the Retail Lot.
- 15.6 In the event of any inconsistency between Rule 15 and any other Rules, Rule 15 is to prevail to the extent of the inconsistency.