

**Owners Corporation Rules for  
Owners Corporation 1 Plan No. PS625919E**

**DATE: 24 August 2021**

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## **A. INTRODUCTION**

1. These Rules are made for Owners Corporation 1 Plan No. PS625919E on Plan of Subdivision No. PS625919E and are binding on the Owners Corporation, the Lot Owners and Occupiers.
2. The purpose of this document is to make Lot Owners and Occupiers aware of their responsibilities to ensure that the amenity, appearance and living standards of the Buildings are maintained at premium levels
3. All Lot Owners and Occupiers of Lots affected by the Owners Corporation are bound by these Rules. Lot Owners and Occupiers must ensure that their guests also comply with these Rules. Guests should note that in this document, a reference to "Occupier" includes guests and guests to the Lot will be personally liable for their own conduct. Occupiers of the Lot shall also be jointly and severally liable for the conduct of their non-short stay occupant guests unless a copy of these Rules have been provided to the relevant guest.
4. Owners must provide this document to their agent if a Lot is being sold or rented as these Rules apply to all purchasers and Occupiers.

## **B. DEFINITIONS**

1. In these Rules, the terms set out below have the following meaning:

<b>Act</b>	means the <i>Owners Corporation Act 2006 (Vic)</i> (as amended from time to time).
<b>Building</b>	means any building constructed on the Land.
<b>Building Manager</b>	means any individual person or entity engaged by or on behalf of an Owners Corporation registered at the Land for the purposes of monitoring and/or managing any Building (or part thereof) affected by the Owners Corporation.
<b>Bulky Item</b>	means any item or thing which reasonably requires more than one person and/or the use of a trolley or similar device in order to be moved safely.
<b>Common Property</b>	means all of the common property created under the Plan that is affected by the Owners Corporation, namely all of the areas marked common property 1, common property 2, common property 4, common property 5, common property 6, common property 7 and common property 8. The common property includes all the Land in the Plan, except the Lots, and includes all columns, slabs and beams, service shafts, pipe shafts, walls, floors, ceilings and slabs.
<b>Hard Rubbish</b>	any large item of rubbish that cannot fit in a regular rubbish bin, including but not limited to bedding, furniture, large outdoor pots and large electrical appliances such as dishwashers, ovens, and clothes washers/dryers.
<b>Junk Mail</b>	means any unsolicited advertising or promotional material.
<b>Land</b>	means the whole of the land described on the Plan of Subdivision.
<b>Lift</b>	means any lift in a Building forming part of the Common Property.
<b>Lot</b>	means a lot affected by the Owners Corporation on the Plan and forming part of a Building. Where on the Plan, there is an interior face boundary, the private lot also consists of any internal coverings, waterproof membranes and fixtures attached to walls, floors, and ceilings.

<b>Lot Owner</b>	means a registered owner of a Lot.
<b>Member</b>	means a member of the Owners Corporation.
<b>Moving Rubbish</b>	means any item, good, appliance and/or furniture which an Owner and/or Occupier does not intend to keep on their Lot.
<b>Occupier</b>	means any person lawfully occupying or in possession of a Lot (including but not limited to a lessee or a licensee) and can include an Owner and includes guests to the Lot.
<b>Owners Corporation</b>	means Owners Corporation 1 Plan No. PS625919E created under the Plan of Subdivision, to which every lot owner is a member of and includes the Owners Corporation Manager and Owners Corporation Committee.
<b>Owners Corporation Committee</b>	means the Owners Corporation committee for the Owners Corporation as elected and/or appointed from time to time in accordance with the <i>Act</i> .
<b>Owners Corporation Manager</b>	means a manager appointed by the Owners Corporation in accordance with the Act, or if no person or company is for the time being appointed, the secretary of the Owners Corporation.
<b>Plan</b>	means Plan of Subdivision No. PS625919E registered on 21 September 2009.
<b>Recreational Facilities</b>	means any recreation and/or exercise facilities, rooms and/or areas on the Land being part of Common Property as determined by the Owners Corporation Committee from time to time.
<b>Rules</b>	means these Rules dated _____ including attachments.
<b>Security Key</b>	means any key, swipe card or other device used to access and/or secure the Land, a Building and/or any part thereof.
<b>Work Approval</b>	means an approval or consent given by the Owners Corporation in writing pursuant to Rule 5.5 of these Rules.

## 2. **Interpretation**

2.1 Lot Owners and Occupiers must at all times abide by all laws and regulations set out by various federal, state and local authorities in the state of Victoria, including but not limited to the Subdivision Act 1988 (Vic), the Owners Corporations Act 2006 (Vic), the Subdivision (Procedures) Regulations 2011 (Vic) and the Owners Corporations Regulations 2018 (Vic), as amended, consolidated, re-enacted or replaced from time to time. Should these Rules be contrary to any applicable laws, those laws would supersede these Rules and must be abided by in the first instance.

2.2 In these Rules, unless the context requires otherwise:

- (a) Headings are for convenience of reference only and do not affect interpretation;
- (b) Any gender used includes all other genders;
- (c) Words importing the singular include the plural and vice versa;
- (d) An expression importing a natural person includes any company, partnership, joint venture, association or other entity;

- (e) A reference to a thing includes part of that thing; and
- (f) A reference to a document includes an amendment or supplement to, or replacement of, that document.

2.3 The obligations and restrictions 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, any such rights, grants or privileges, prevail over these Rules in respect of the person or persons to whom they are given.

## **C. THE RULES**

*Unless stated otherwise, a reference to a "Rule" in these Rules is a reference to a Rule contained in this part C.*

### **1. Insurance**

- (a) Without the prior written consent of the Owners Corporation (which consent may be given or withheld in its sole discretion and with or without conditions), a Lot Owner and/or Occupier must not do or permit to be done anything within their Lot or on the Common Property that may invalidate, suspend or increase the premiums for or render void or voidable any insurance policy that the Owners Corporation is required to obtain and maintain or has obtained in respect of the Building and/or the Land .
- (b) A Lot Owner and/or Occupier must reimburse the Owners Corporation on demand any additional insurance premium payable by the Owners Corporation because of the use of the Lot Owner's Lot or because of any acts and/or omissions by the Lot Owner or Occupier.
- (c) A Lot Owner and/or Occupier must give written notification to the Owners Corporation if the Lot Owner or Occupier changes the existing use of the Lot in a way that will affect any insurance premiums payable by the Owners Corporation.
- (d) The Owners Corporation may levy a Lot Owner a fee to cover the cost of any of the following:
  - (i) an excess amount or an increased premium resulting from or attributable to an insurance claim, if the claim is caused by a culpable or wilful act or the gross negligence of a Lot Owner or Occupier;
  - (ii) damage to the Common Property that is caused by a Lot Owner or Occupier where either— (i) the damage is not covered by insurance; or (ii) the cost of the damage is less than the excess amount that would have been payable on an insurance claim in relation to the damage;
  - (iii) an excess amount on an insurance claim if the claim solely relates to a Lot Owner's Lot.

### **2. Health, Security and Safety**

#### **2.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others**

- (a) A Lot Owner and/or Occupier must not use the Lot or the Common Property, or permit it to be used, so as to cause a hazard to the health, safety and security of another Lot Owner, Occupier, or user of another Lot.

- (b) A Lot Owner and/or Occupier must notify the Owners Corporation or the Building Manager of any hazard to the health, safety and security of another Lot Owner, Occupier or user of another Lot of which they become aware.
- (c) A Lot Owner and/or Occupier must secure a Lot when it is unoccupied and comply with the Owners Corporation's and the Building Manager's reasonable directions about a Building's security.
- (d) A Lot Owner and/or Occupier must not facilitate any person's entry to any part of a Building and/or the Land to which Lot Owners and/or Occupiers do not ordinarily have access (including but not limited to any plant room, machinery room, lift shaft or similar area) without the prior written approval of the Owners Corporation Committee or Building Manager, such approval not being unreasonably withheld.
- (e) A Lot Owner or Occupier must not:
  - (i) use or permit a Lot to be used in a manner that would contravene any planning regulations as listed under the *Planning and Environment Act 1987*, requirements or restrictions placed on the Plan of Subdivision from time to time;
  - (ii) install an intruder alarm that emits an audible signal unless the audible signal ceases after no more than 5 minutes from activation; or
  - (iii) do anything or permit something to be done that may adversely affect the safety or security of a Building, the Common Property, any Lot or any person in or about the Building, the Common Property or Lot.
- (f) A Lot Owner or Occupier who is present on any part of the Land and/or in a Building at the time that any emergency drill commences must participate in any emergency drill in a Building of which the Owners Corporation or Building Manager gives reasonable notice, unless the Lot Owner or Occupier has reasonable excuse not to participate.
- (g) A Lot Owner or Occupier must evacuate a Building immediately and in accordance with the directions of any representative or agent of the Owners Corporation or the Building Manager when informed of an actual or suspected emergency.
- (h) A Lot Owner or Occupier must promptly notify the Owners Corporation or the Building Manager in writing of any breakage or defect in any common property services of which they become aware, including but not limited to water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment.
- (i) A Lot Owner or Occupier must not give, and must not cause nor permit to be given, any Junk Mail to any other Lot Owner, Occupier and/or person on the Land (howsoever given, including but not limited to the placing of Junk Mail in a letterbox, beneath a door and/or on any part of a vehicle).

## 2.2 **Security Keys**

- (a) A Lot Owner and/or Occupier must take all reasonable steps to not lose or damage any Security Key.
- (b) A Lot Owner and/or Occupier, as soon as reasonably practicable, must promptly notify the Owners Corporation Committee in writing if a Security Key is lost, damaged or destroyed.
- (c) A Lot Owner and/or Occupier must exercise a high degree of caution and responsibility in making a Security Key available to any person who is not also a Lot Owner and/or Occupier. If a Lot Owner and/or Occupier makes their Security Key available to any

person who is not also a Lot Owner and/or Occupier, and while in possession of that Security Key, that person causes any loss or damage to the Common Property, another Lot and/or another Lot Owner or Occupier, then the Lot Owner and/or Occupier who made their Security Key available to that person is liable for all such loss and/or damage, and must pay to the affected Owners Corporation, Lot Owner and/or Occupier all costs reasonably incurred arising out of and/or in connection with that loss and/or damage.

- (d) A Lot Owner and/or Occupier must ensure that any person to whom they have made their Security Key available returns that Security Key before the Lot Owner and/or Occupier is no longer a Lot Owner and/or Occupier, and that any lease, sublease or licence of their Lot requires the return of the Security Key by the tenant or licensee.
- (e) Lot Owners and Occupiers must not duplicate the Security Key or permit it to be duplicated without prior written consent from the Owners Corporation and must take all reasonable precautions to ensure that the Security Key is not lost or stolen.

### 2.3 ***Infectious diseases***

- (a) In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, as soon as the Lot Owner and/or Occupier of such Lot has become aware of any infectious disease, the Lot Owner and/or Occupier shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the Owners Corporation.
- (b) Written notice provided by the Lot Owner and/or Occupier to the Owners Corporation must outline the following particulars of that infectious disease (if known) including:
  - (i) the identity of any person carrying the infectious disease ("**the Infectious Person**");
  - (ii) the contact details of the Infectious Person;
  - (iii) the approximate date on/from which the Infectious Person carried the infectious disease ("**Infection Date**");
  - (iv) the dates upon which the Infectious Person attended the Land and/or any Building since their Infection Date (or if no Infection Date is known, the last two weeks);
  - (v) the parts of the Land and any Building accessed by the Infectious Person since their Infection Date (or if no Infection Date is known, the last two weeks); and
  - (vi) the identity and contact details of any Lot Owner and/or Occupier who has been in the physical presence of the Infectious Person since their Infection Date (or if no Infection Date is known, the last two weeks).
- (c) In the event of a pandemic or infectious disease outbreak, Lot Owners and Occupiers must, if requested by the Owners Corporation to provide their details to the Building Manager upon entry and exit to the Land in order to assist with contact tracing efforts. Any information collected will be treated by the Owners Corporation as confidential save as is necessary for the purpose of contact tracing or to provide such information to the Government for such purpose.

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

- (a) Except with the prior written approval of the Owners Corporation, which shall not be unreasonably withheld, a Lot Owner or Occupier must not use, store or accumulate on the Lot including storage cages or on the Common Property:
  - (i) any flammable chemical, liquid or gas or other flammable material; or
  - (ii) any matter or substance that is likely to cause fire, danger to life or danger to property.
- (b) Rule 2.4(a) does not apply to: -
  - (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes and stored in domestic quantities; or
  - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine and/or used to maintain, service and/or clean a motor vehicle.

## 2.5 ***Waste disposal***

An Owner and/or an Occupier must:

- (a) make sure that the storage and disposal of garbage, refuse or waste does not adversely affect the health, hygiene or comfort of any other Owner or Occupier or user of the Land;
- (b) not deposit or throw garbage, refuse or waste onto the Common Property except into a receptacle or area specifically provided for that purpose and/or as per any directions given by the Owners Corporation Committee in writing; and
- (c) dispose of garbage in the manner specified by the Owners Corporation from time to time and in that regard:
  - (i) all garbage and waste while stored awaiting removal must be secured in a suitable package or container designed for that purpose;
  - (ii) an Owner and an Occupier must periodically clean and deodorise that package or container to prevent smells emanating from it causing any disturbance to any other person;
  - (iii) an Owner and an Occupier must keep within a Lot hidden from the view from the Common Property or other Lots or from outside the Land that package or container unless a designated place for keeping garbage containers has been established on Common Property or has, with the prior written approval of the Owners Corporation, been established on a Lot;
  - (iv) all glass items of garbage or refuse must be completely drained of all liquids, be cleaned and must be deposited in unbroken condition in the area designated for those items by the Owners Corporation;
  - (v) all recyclable items, including but not limited to paper, cardboard and plastic as from time to time nominated by the Owners Corporation, must be stored in the area designated for those items by the Owners Corporation; and
  - (vi) all cardboard boxes and similar packaging must be broken down, tied with string, and neatly packed in the garbage area;

- (d) remove, at the cost of the Owner or Occupier, any Moving Rubbish and Hard Rubbish the Owner or Occupier brings or causes to be brought onto the Land and must not leave any Moving Rubbish nor any Hard Rubbish in any rubbish disposal area on the Land.

## 2.6 **Fire safety and emergency services**

- (a) A Lot Owner and any Occupier must not interfere, obstruct or tamper with any fire or emergency equipment.
- (b) A Lot Owner and any Occupier must not keep or leave open or permit to be kept or left open any security / fire doors, and must not obstruct any fire stairs or fire escape.
- (c) A Lot Owner and/or any Occupier must ensure that all fire safety equipment in their Lot is properly maintained and tested, including but not limited to ensuring that:
  - (i) all smoke detectors and fire equipment installed in the Lot are properly maintained and tested (excludes sprinklers linked to the main building system);
  - (ii) the front door to the Lot is maintained in accordance with the fire regulations as a fire door and that no additional locks, chains, deadlocks or peepholes are installed which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations, without the prior written approval of the Owners Corporation;
  - (iii) all such fire equipment complies with all statutory and other requirements relating to fire and fire safety in respect of the Lot; and
  - (iv) ensure that all accessible doors, windows, and balcony glass are properly maintained.
- (d) If a Lot Owner or Occupier causes any emergency service (including but not limited to any public or private fire, police, security and/or ambulance service) to attend the Land, a Building and/or any part thereof for any reason other than that Lot Owner or Occupier reasonably believes the attendance of that service is appropriate for the purposes of dealing with any emergency or reasonably suspected emergency, then that Lot Owner or Occupier who, by themselves or their guest, causes any such attendance by an emergency service is liable for and must indemnify the Owners Corporation and pay all fees, charges and/or costs (if any) of that emergency service arising out of and/or in connection with the attendance.
- (e) Without limitation and for the purposes of Rule 2.6, a Lot Owner or Occupier is deemed to cause any emergency service to attend the Land, a Building and/or any part thereof where that Lot Owner or Occupier (whether deliberately, negligently or accidentally) or fails to maintain a fire alarm which leads to an emergency service attending the Land, a Building and/or any part thereof in circumstances where there is no emergency reasonably requiring the attendance of that emergency service.
- (f) The Owners Corporation may authorise a person to enter a Lot on its behalf to carry out repairs, maintenance or other works in accordance with sections 46, 47 and 48 of the Act.
- (g) For the purpose of Rule 2.6(f) and in accordance with section 48(3) of the Act, the Owners Corporation must give at least seven (7) days' notice in writing to the Occupier of the Lot of its intention to enter the Lot unless the Occupier agrees to a lesser time or there is an emergency. If the Lot is occupied under a residential tenancy agreement, the Owners Corporation must give the same notice to the occupier as that required to

be given by a landlord under section 85 of the *Residential Tenancies Act 1997* (Vic), as amended from time to time.

- (h) For the purpose of Rule 2.6(f), the Owners Corporation is not required to provide any notice to the Occupier of a Lot in the case of an emergency. For the purposes of Rule 2.6(g), 'emergency' includes, but is not limited to:
- (i) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
  - (ii) a leak or a similar problem requiring prompt attention;
  - (iii) cracking or a similar structural problem likely to affect the immediate safety of a building or any person;
  - (iv) an actual or reasonably foreseeable outbreak of fire, or the presence of an unattended item or substance which poses a serious risk of causing or substantially accelerating an outbreak of fire (by way of example *only*: an open container of petrol or gas left exposed and unattended on a balcony); and/or
  - (v) as otherwise determined by the Act or the law.

### 3. **Committees and Sub-Committees**

#### 3.1 ***Management and Administration of Common Property and Services***

- (a) The Owners Corporation will manage and administer the Common Property and the Services, except to the extent delegated to a Manager or the Committee.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot Owner or Occupier an amount that 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.
- (c) Rule 3.1(b) does not apply if the concession or rebate: -
  - (i) 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
  - (ii) is paid directly to the Lot Owner or Occupier as a refund.

#### 3.2 ***Functions of Manager appointed by the Owners Corporation***

- (a) All Owners and Occupiers are on notice that the Owners Corporation is a statutory body, made up of the Owners of all the Lots at the Property from time to time. Between Annual General Meetings of the Owners Corporation, the elected Committee makes decisions on the Owners Corporation's behalf. The Owners Corporation may appoint a registered Manager from time to time to assist it with its functions. The Manager is a service provider to the Owners Corporation and acts upon the direction and instruction of the Committee of the Owners Corporation.
- (b) A Manager may carry out all functions delegated to it by the Owners Corporation.

### 3.3 **Owners Corporation Committee**

- (a) The Owners Corporation must elect a committee at each annual general meeting to perform the powers and functions of the Owners Corporation.
- (b) The Owners Corporation Committee must consist of at least three (3) and not more than seven (7) Members subject to section 103 of the *Act*.

### 3.4 **Functions, powers and reporting of committees and sub-committees**

- (a) The Owners Corporation Committee must perform all the powers and functions delegated to it by the Owners Corporation in accordance with section 11 of the *Act*. Powers and functions that require a unanimous resolution, a special resolution or a resolution at a general meeting of the Owners Corporation cannot be delegated under section 11 of the *Act*.
- (b) The Owners Corporation Committee may by ordinary resolution:
  - (i) appoint willing Members to a sub-committee; and
  - (ii) in respect of funds owned and/or held on behalf of the Owners Corporation, assign spending limitations on any person and/or entity, including, but not limited to, any sub-committee of the Owners Corporation Committee.

## 4. **Use of Common Property**

### 4.1 **Proper use of Common Property**

- (a) A Lot Owner and Occupier must not:
  - (i) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
  - (ii) without the prior written approval of the Owners Corporation, use for his/her/its own purposes any portion of the Common Property;
  - (iii) use or permit to be used any part of the Common Property for a purpose other than the purpose for which it is properly available or which purpose is designated by the Owners Corporation and without limitation an owner and occupier must not keep any animal on the Common Property;
  - (iv) hold or cause to be held any auction sale on any part of the Common Property and without obtaining the prior written approval from the Owners Corporation;
  - (v) use or permit to be used any part of the Common Property in a way that will adversely affect any insurance premiums payable by the Owners Corporation;
  - (vi) other than in an area of the Common Property designated for the consumption of food and/or any beverage, consume any food and/or beverage in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property;
  - (vii) in the case of any person over 18 years of age, use or permit to be used any bicycle, roller blades / skates, skate board, ball of any type and/or any other sport equipment on the Common Property or any part thereof unless it is in the course of supervising a person under 18 years of age, including but not limited to car parking areas, driveways, and access pathways;
  - (viii) in the case of any person over 18 years of age and except for the purpose of parking a bicycle in a designated parking area or in a Lot, bring or permit to be

brought any bicycle into any of the following areas on the Land and/or in a Building: foyers, stairwells, lifts, hallways, garden areas, walkways, balconies situated within the Common Property and/or other parts of the Common Property as may be designated by the Owners Corporation from time to time; and

- (ix) without the prior written approval of the Owners Corporation, place and/or allow to be placed any signs on Common Property (for example *only*: real estate auction / sale signage).
- (b) A Lot Owner and/or Occupier may make a written application to the Owners Corporation Committee to use the Common Property for recreational or community events (by way of example *only*: national or religious festivals) by way of written approval of the Owners Corporation Committee, which approval may be given or withheld in its absolute discretion with or without specific conditions.
- (c) The Owners Corporation Committee may provide its written approval to a Lot Owner and/or Occupier to use the Common Property for recreation or community events subject to conditions, such as the time, location, conduct and duration of the event, and organisers and attendees of the event must comply insofar as those conditions apply to them.
- (d) It is a precondition of any recreational or community events on Common Property that, at least seven (7) calendar days prior to the event, the Owners Corporation Committee takes reasonable steps to notify all affected Lot Owners and/or Occupiers, which notice may be undertaken by posting a notice in a prominent location in the Common Property.

#### 4.2 **Vehicles and parking areas**

- (a) A Lot Owner and/or Occupier must not, except in the case of an emergency involving the police, fire brigade or other emergency authority:
  - (i) park or leave a vehicle nor allow a vehicle to be parked or left:
    - A. in a parking space allocated for use by the Lot Owner and/or Occupier of another Lot or a visitor to any Lot;
    - B. on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or the Common Property;
    - C. in any place on the Common Property other than a parking space situated on Common Property and specified for that purpose by the Owners Corporation; or
    - D. in a parking space designated by the Owners Corporation for disabled parking unless the vehicle displays at all times when parked in that parking space a current parking permit for disabled persons issued by a municipal council
  - (ii) use or permit to be used any part of a Lot designated or designed to be used as a parking space for any purpose which adversely affects any other Lot Owner and/or Occupier;
  - (iii) wash any vehicle on the Land other than in a space allocated for that purpose by the Owners Corporation;
  - (iv) carry out any work or permit to be carried out any work on a vehicle in a parking space or anywhere on Common Property other than minor maintenance and/or

repairs essential to the safe operation of the vehicle (including without limitation replacing or charging car batteries, changing tyres and/or topping up oil or water);

- (v) allow a visitor to park a vehicle in any visitors parking spaces on Common Property for a period exceeding the time stated on visitor parking times signage which may be amended from time to time; or
  - (vi) grant a lease or other right to use a parking space forming part of a Lot to anyone other than another Lot Owner and/or Occupier.
- (b) Subject to Rule 4.2(c), a Lot Owner and/or Occupier must ensure any vehicle parked within a car space belonging to that Lot Owner and/or Occupier is parked wholly within the marked boundaries of that car space, with no part of the vehicle extending beyond the said marked boundaries.
- (c) If a Lot Owner and/or Occupier wishes to park a vehicle which is longer or wider than the dimensions of the car space in which the Lot Owner and/or Occupier proposes to park that vehicle ("**Oversized Vehicle**"), then the Lot Owner and/or Occupier must apply in writing to the Owners Corporation Committee for approval to park in the car space. The Owners Corporation must assess any such application as soon as reasonably practicable, and must not grant authorisation until:
- (i) the applicant Lot Owner and/or Occupier has provided to the Owners Corporation written details of:
    - A. the dimensions and precise location of the car space in which the Lot Owner and/or Occupier proposes to park the Oversized Vehicle; and
    - B. the dimensions of the Oversized Vehicle.
  - (ii) it has made reasonable efforts to contact and hear from any Lot Owner and/or Occupier who will reasonably be affected by such authorisation, including but not limited to any Lot Owner and/or Occupier whose Lot includes a car space adjoining the car space in which the oversized vehicle, if authorised, will or may be parked;
  - (iii) it has determined authorisation will not unduly impact the safe movement of any vehicle and/or person on the Land; and
  - (iv) any other procedures, as may be prescribed from time to time in writing by the Owners Corporation Committee, for determining authorisation of an Oversized Vehicle have been performed.
- (d) If authorisation of an Oversized Vehicle is granted, that authorisation cannot be revoked unless and until:
- (i) the Lot Owner and/or Occupier states in writing to the Owners Corporation Committee that the authorised Oversized Vehicle will no longer be parked on the Land;
  - (ii) the Lot Owner and/or Occupier no longer owns and/or occupies the Lot; or
  - (iii) the Owners Corporation Committee reasonably determines that the Oversized Vehicle poses an undue risk to the safety of any person and/or causes undue inconvenience to any other Lot Owner and/or Occupier, by which the risk of safety and/or cause of inconvenience could not have been reasonably anticipated at the time the Lot Owner and/or Occupier applied for authorisation of the Oversized Vehicle.

- (e) If a vehicle is leaking any fluid and/or is in such poor condition as to represent a risk of harm to any person, Building, Lot or the Common Property, a Lot Owner and/or Occupier must not cause or allow that vehicle to be parked or kept at any time on a Lot or Common Property unless it is for the purpose of immediately performing minor maintenance and/or repairs to halt the fluid leak and/or eliminate the risk of harm to any person, Building, Lot or the Common Property.
- (f) A Lot Owner and/or Occupier must not drive or operate or allow any visitor to drive or operate any vehicle on Common Property:
  - (i) in an unsafe manner; and/or
  - (ii) in excess of any speeds posted on signs on the Common Property by the Owners Corporation and in the absence of any speed signs in excess of 20kph.
- (g) A Lot Owner and/or Occupier must not permit or allow any build up or discharge of any oil or other substance from any vehicle parked on a parking space allocated to that Lot Owner and/or Occupier, and must promptly clean surfaces where oil and other substances from vehicles parked have been left on a parking space.

#### 4.3 **Additional Parking Rules**

- (a) Separate and in addition to the parking rules set out in Rule 4.2, the Owners Corporation Committee may at any time make and/or amend additional rules and decisions pertaining to the parking, use and/or of vehicles on the Land, otherwise known as the “**Additional Parking Rules**”. To the extent that any Additional Parking Rule is inconsistent with Rule 4.2, Rule 4.2 will prevail.
- (b) Additional Parking Rules may, without limitation, include or relate to:
  - (i) the length of time in which a vehicle may remain in any parking space, or other area of the Land, other than a parking space allocated to a Lot Owner and/or Occupier;
  - (ii) the setting, issuing and payment of monetary fines for breach of this Rule 4.2 and/or any Additional Parking Rules;
  - (iii) the removal and/or towing away of any vehicle which has been left in any parking space in breach of this Rule 4.2 and/or any Additional Parking Rule; and/or
  - (iv) the engagement by the Owners Corporation of any person or entity for the purpose of monitoring and/or enforcing this Rule 4.2 and/or the Additional Parking Rules.
- (c) Lot Owners and Occupiers must comply with Rule 4.2 and all Additional Parking Rules. If it is determined by any Australian court of law and/or tribunal that a Lot Owner and/or Occupier has breached Rule 4.2 and/or any Additional Parking Rules, then that Lot Owner and/or Occupier must indemnify the Owners Corporation for all costs reasonably incurred by the Owners Corporation arising out of and/or in connection with the enforcement of Rule 4.2 and/or the Additional Parking Rules.
- (d) Despite anything in these Rules to the contrary, Additional Parking Rules do not take effect and cannot be enforced until two weeks after the first date that a written notice of any such Additional Parking Rules is placed in the mail box for each Lot and displayed at vehicle entry points to all affected car parking areas.
- (e) The Owners Corporation has the power to enforce these Rules and the Additional Parking Rules including but not limited to the removal of any bicycle, vehicle, or thing

which has been parked and/or left in breach of these Rules and/or the Additional Parking Rules.

- (f) An Owner and/or Occupier who parks, leaves or causes to be parked or left any bicycle, vehicle or thing in breach of these Rules and/or the Additional Parking Rules is liable to pay all costs reasonably incurred by:
  - (i) the Owners Corporation in connection with the enforcement of these Rules and/or the Additional Parking Rules, including but not limited to any legal and/or towing costs in connection with removal of the Owner's or Occupier's bicycle, vehicle or thing parked or left in breach of these Rules and/or the Additional Parking Rules; and
  - (ii) any person who suffers loss, damage and/or inconvenience by reason of the Owner and/or Occupier parking, leaving or causing to be parked or left any bicycle, vehicle or thing in breach of these Rules and/or the Additional Parking Rules.

#### 4.4 **Damage to the Common Property**

- (a) A Lot Owner or Occupier must not:
  - (i) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval of the Owners Corporation, which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject; and
  - (ii) mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.
- (b) A Lot Owner and/or Occupier must not without first obtaining a Works Approval, as defined in Rule 5.5:
  - (i) manage, arrange and/or carry out any domestic building work, as defined in the *Domestic Building Contracts Act 1995* (Vic), to any Lot, Common Property, Building and/or any part thereof;
  - (ii) interfere with, alter or modify any Common Property or any of the common services in a Building or the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property or running through a Lot including heating or ventilation systems or associated ducting, pipes, wires or cables or associated ancillary equipment including equipment providing intercom, television, telephone, data or other communication services, power services, water, gas, drainage or sewerage services to the Common Property or a Building or other Lots; or
  - (iii) mark, paint or otherwise damage, deface or alter the Common Property.
- (c) A Lot Owner and/or Occupier must promptly notify the Owners Corporation in writing of:
  - (i) any accident on the Common Property; and
  - (ii) any damage to, or defect in, the Common Property or a Building;which comes to their attention.
- (d) A Lot Owner and/or Occupier must pay to the Owners Corporation Manager, Building Manager and/or the Owners Corporation, on demand:

- (i) any loss, damage, cost, expense and/or reasonable fees incurred by the Owners Corporation Manager, Building Manager and/or the Owners Corporation in rectifying the damage to the Common Property, including legal costs on a solicitor-client basis; and
- (ii) a reasonable estimate of the costs that the Owners Corporation, Building Manager and/or the Owners Corporation Manager may incur or fees the Owners Corporation Manager, Building Manager and/or Owners Corporation may charge the Lot Owner and Occupier on account of those fees or costs;

in respect of:

- (iii) any request made by the Lot Owner and/or Occupier for the Owners Corporation to give an approval;
  - (iv) a breach by the Lot Owner and/or Occupier of the *Act*, the Regulations or the Rules;
  - (v) any damage caused by the Lot Owner and/or Occupier or their invitees to the Common Property; and/or
  - (vi) the Lot Owner and/or Occupier failing to pay, when due, any amount payable to the Owners Corporation.
- (e) The Owners Corporation, Building Manager and the Owners Corporation Manager may only waive their right to demand payment of an amount payable under this Rule 4.4 if the Owners Corporation, Building Manager or the Owners Corporation Manager expressly states in writing that the amount is not and will not be payable.

#### 4.5 **Pets**

- (a) Pets must be registered according to local and state regulations including having certificates for usual vaccinations.
- (b) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, a Lot Owner, Occupier, or a Lot, it must give reasonable notice of this resolution to the Lot Owner or Occupier who is keeping the animal. For the purpose of Rule 4.5(b), the Owners Corporation Committee may at any time produce and amend a policy which deems how and when a pet may be considered a danger or is causing a nuisance to the Common Property, a Lot Owner, Occupier, or a Lot.
- (c) A Lot Owner or Occupier who is keeping an animal that is the subject of a notice under Rule 4.5(b) must remove that animal.
- (d) Rules 4.5(b) and (c) do not apply to an animal that assists a person with an impairment or disability. Upon reasonable request, the Owners Corporation may seek confirmation that an animal assists a Lot Owner or Occupier with an impairment or disability, including but not limited to a medical certificate and/or a statutory declaration from an authorised medical practitioner.
- (e) A Lot Owner or Occupier must control animals on Common Property including leashing or a cage or an equivalent to prevent the loss of control of the pet, dogs or cats.
- (f) If an animal under the control of a Lot Owner or Occupier damages the Common Property (including any soiling), that Lot Owner or Occupier must take reasonable measures to:

- (i) return the affected Common Property substantially to the state prior to the damage including to the state of required health and safety standards; or
  - (ii) immediately inform the Owners Corporation or Building Manager about the damage.
- (g) A Lot Owner and/or Occupier is liable for all costs reasonably incurred by any party arising out of and/or in connection with any damage or inconvenience caused by an animal owned and/or controlled by that Lot Owner and/or Occupier.

#### 4.6 **Recreation Facilities**

- (a) Only a Lot Owner or Occupier are permitted to access and/or use the Recreation Facilities save that any person who is not a Lot Owner or tenant/licensee (i.e. guest) may only use the Recreation Facilities accompanied by a Lot Owner, tenant or licensee.
- (b) A Lot Owner or Occupier must not –
  - (i) permit a child under the age of 16 to enter the Recreation Facilities without adult supervision; or
  - (ii) bring or permit to be brought any animals into the Recreation Facilities.
- (c) The Owners Corporation may, acting reasonably, regulate the use of Recreation Facilities by ordinary resolution including but not limited to:
  - (i) restricting the number of persons who may use the Recreation Facilities at any one time;
  - (ii) limiting the time a person may use the Recreation Facilities in a 24 hour period;
  - (iii) requiring users to undertake an induction or training before using any specialised equipment which requires induction or training to prevent injury or property damage from improper use; or
  - (iv) require the booking of Recreational Facilities.

#### 4.7 **Moving Bulky Items**

A Lot Owner and/or Occupier:

- (a) must notify the Building Manager in writing and make the necessary arrangements with the Manger not less than two clear business days before moving Bulky Items through Common Property;
- (b) must, at his/her/its own cost, comply with the Building Manager's reasonable directions regarding the movement of Bulky Items through Common Property. For example, the Building Manager may direct the Owner or Occupier to install protection for walls, doors or railings or may direct a specific path of travel for movement of Bulky Items;
- (c) must not prop open any security doors or automatic door closing devices when moving Bulky Items through Common Property unless the Building Manager has provided prior written consent and then only in accordance with any reasonable conditions the Building Manager sets in that regard; and
- (d) must reimburse to the Owners Corporation on demand all costs the Owners Corporation reasonably incurs for the purpose of protecting the Common Property and/or as a result of any damage caused to Common Property by the movement of

Bulky Items through Common Property by an owner and/or Occupier or by anyone on their behalf.

## 5. **Use of Lots**

### 5.1 ***Infestation***

- (a) A Lot Owner and/or Occupier must take all reasonable steps at his/her/its expense to ensure that the Lot does not become infested by pests.
- (b) If a Lot Owner and/or Occupier is aware that the Lot has a pest infestation, then the Lot Owner and/or Occupier must immediately take all reasonable steps at his/her/its expense to eliminate any pest infestation from the Lot.
- (c) If a Lot Owner and/or Occupier is aware that a pest infestation within the Lot has spread to any other Lot and/or the Common Property, the Lot Owner and/or Occupier must take all reasonable steps to eliminate the same and must notify the affected owner(s).
- (d) A Lot Owner and/or Occupier must immediately notify the Owners Corporation once becoming aware of a pest infestation anywhere at the Property that may affect another Lot or the Common Property.

### 5.2 ***Cleanliness and Condition***

- (a) A Lot Owner and/or Occupier must, at his/her/its own expense, keep the Lot clean and in good repair and condition including any balcony, window blinds, awnings and other things visible and/or could otherwise be smelled from outside the Lot and which a Lot Owner and/or Occupier may be permitted at anytime to keep or install on a Lot.
- (b) For the avoidance of doubt, a Lot Owner and/or Occupier must ensure any foul-smelling items, waste and/or garbage are stored in such a way as they cannot be seen or smelled from outside of the Lot in which they are stored.
- (c) No object (including but not limited to flower pots, cups and glassware) may be placed on the balcony and/or balcony balustrade of any Lot, where it is possible for it to fall or be blown away from the balcony, without the prior written approval of the Owners Corporation. Any loss, damage and/or inconvenience caused by an object which falls from a balcony and/or balcony balustrade is the sole responsibility of the Lot Owner and/or Occupier from whose balcony the object fell, and that Lot Owner and/or Occupier must indemnify any party who has suffered such loss, damage and/or inconvenience for all costs arising out of and/or in connection with same, including but not limited to legal costs.
- (d) Any loss, damage and/or inconvenience caused by an object which is dropped, falls and/or is blown from one Lot to another and/or to Common Property is the sole responsibility of the Lot Owner and/or Occupier from whose balcony the object was dropped, fell and/or was blown, and that Lot Owner and/or Occupier must indemnify any party who has suffered such loss, damage and/or inconvenience for all costs arising out of and/or in connection with same, including but not limited to legal costs.
- (e) As far as reasonably practicable, clothes drying racks may only be kept on balconies when in use, for the purpose of drying clothes.

### 5.3 ***Appearance and Interference***

- (a) A Lot Owner and/or Occupier must not without first obtaining the prior written approval of the Owners Corporation:

- (i) maintain inside a Lot anything visible from outside that Lot that is not in keeping with the rest of the Building in which the Lot is located;
  - (ii) display inside or attached to a Lot any offensive material which is visible from outside of that Lot, including but not limited to any material which uses words or pictures of a sexual, violent, discriminatory and/or obscene nature;
  - (iii) operate on a Lot any device or electronic equipment which interferes with any device or electronic equipment lawfully in use on the Common Property or another Lot; and/or
  - (iv) install or permit to be installed in a Lot of any window furniture visible from outside the Lot other than cream in colour, including but not limited to newspaper and aluminium foil.
- (b) A Lot Owner and/or Occupier must not:
- (i) place any washing, towel or other article on the Common Property or on a Lot (including over the balcony and/or fence) so as to be visible from the Common Property or from outside of the Building in which the Lot is located; and / or
  - (ii) throw any rubbish, cigarette butts, cigarette ash and/or any other items of any nature onto the Common Property or another Lot.

#### 5.4 **Works or Modifications**

- (a) A Lot Owner and/or Occupier must obtain a Works Approval as described by Rule 5.5 and must follow the La Scala Renovation / Works Guidelines (being **Attachment 1** to the Rules) prior to, in the course of performing, and upon completion of any building work to an interior and/or exterior area of a Lot.
- (b) Without limiting Rule 5.4(a) above:
- (i) a Lot Owner and/or Occupier must not without first obtaining the prior written approval of the Owners Corporation in accordance with Rules 5.3 and 5.5:
    - A. make any alterations to the exterior of a Lot or to any structural or load bearing part of a Lot;
    - B. attach to or hang from the exterior of a Lot (including the roof) any aerial, wires, pipe, conduit, screen or other thing;
    - C. install any air conditioning unit on the Common Property or in a Lot other than in a place nominated by the Owners Corporation;
    - D. install on a Lot any security door, washing line, door flyscreen, shade cloths, coverings, blinds, screens or awnings;
    - E. paint, finish or otherwise alter the external façade of a Building;
    - F. change the colour or tint of any window in a Lot;
    - G. make any modifications to any services or systems in a Lot connected to other Lots or Common Property when the modification may affect the operation of those services or systems in other Lots or on Common Property; or

- H. install on the exterior of a Lot any safety device to protect the Lot against intruders or a screen or barrier to protect the entry of animals or insects.
- (ii) a Lot Owner and/or Occupier must not make any alterations to the exterior of a Lot or to any structural or load bearing part of a lot without first obtaining written approval from the Owners Corporation.
- (iii) a Lot Owner and/or Occupier must not make any alterations or renovate the exterior appearance of a lot which will have the effect of a decrease in the market value of any other Lot as a result of those works. If the Owners Corporation considers it necessary, the Lot Owner and/or Occupier proposing the works must submit a valuation from a reputable valuer to confirm that the value of other Lots will not decrease as a result of the proposed works.
- (iv) in connection with works approved under Rule 5.4, a Lot Owner and/or Occupier must:
  - A. carry out those works in accordance with the requirements of all applicable laws;
  - B. carry out those works in accordance with the lawful requirements of all authorities who have jurisdiction over the works or the Lot;
  - C. complete the works promptly once they have been started;
  - D. carry out the works in a proper tradesman like manner; and
  - E. carry out the works in accordance with the conditions set by the Owners Corporation in connection with its approval of the works, including but without limitation any conditions set regarding the hours between which those works may be carried out.
- (v) A Lot Owner and/or Occupier must, on completion of works referred to in Rule 5.4, must promptly give to the Owners Corporation:
  - A. copies of all occupancy permits, certificates of final inspection and any other relevant certificate and/or permit which should be issued in respect of those works in accordance with any law; and
  - B. one set of as-built plans in respect of those works.
- (vi) An approval under Rule 5.4 may state that approval will lapse after a period of time and may specify conditions to which the approval is subject.
- (c) The La Scala Renovation / Works Guidelines at **Attachment 1** are to be read in harmony with Rule 5.4(b). If there is any inconsistency between the La Scala Renovation / Works Guidelines and Rule 5.4(b) and/or any other Rule(s), then the terms of the La Scala Renovation / Works Guidelines shall prevail to the extent of any such inconsistency. The Guidelines are deemed to form part of these Rules.

## 5.5 **Works Approval**

### Works Request

- (a) If a Lot Owner and/or Occupier wishes to manage, arrange and/or carry out any domestic building work to a Lot, as defined in the *Domestic Building Contracts Act 1995* (Vic), then a request by a Lot Owner and/or Occupier for a Works Approval for that domestic building work ("**Works Request**") must be made in writing to the Owners

Corporation Committee and must include all documents required to be given for approval under the La Scala Renovation / Works Guidelines at **Attachment 1** of the Rules and, upon written request by the Owners Corporation Committee any of the following additional documents and/or information:

- (i) copies of full plans, specifications and engineering computations relating to the proposed works;
  - (ii) copies of all planning and building permits required by law to be held in respect of those works;
  - (iii) (if reasonably practicable) the name and contact details of each builder, contractor and/or tradesperson whom the Lot Owner and/or Occupier proposes is to carry out the relevant works. The name and contact details are not required for any person and/or entity acting in the capacity of an agent, employee or subcontractor of a person or entity whom the Lot Owner and/or Occupier will engage or has already engaged to perform the work the subject of the relevant Work Approval;
  - (iv) (if applicable) a dilapidation survey of all the neighbouring Lots and Common Property, including without limitation an assessment of the likely impact of undertaking and completing the works; and
  - (v) all other information or materials reasonably required by the Owners Corporation Committee including any valuation required under Rule 5.4 (b) (iii).
- (b) The Owners Corporation may advise a Lot Owner and/or Lot Occupier in writing that it does not require some or all of the information specified in the La Scala Renovation / Works Guidelines at **Attachment 1** of the Rules.

Procedure for assessing Works Request

- (c) Upon receipt of a Works Request, the Owners Corporation Committee must promptly, within 21 calendar days, determine whether the works which are the subject of the Works Request (“**Proposed Works**”) will alter the external appearance of the relevant Lot. Failure by the Owners Corporation to determine whether the Proposed Works will alter the external appearance of the relevant Lot will result in there being a deemed determination by the Owners Corporation that the Proposed Works will not alter the external appearance of the relevant Lot.
- (d) If the Owners Corporation Committee determines the Proposed Works will not alter the external appearance of the relevant Lot (or it is deemed to be determined that the Proposed Works will not alter the external appearance of the relevant Lot), then the Owners Corporation Committee must within 21 calendar days of that determination:
  - (i) grant or refuse the Works Approval; and
  - (ii) if it refuses the Works Approval, provide written reasons to the relevant Lot Owner and/or Occupier for the refusal.
- (e) If the Owners Corporation Committee determines the Proposed Works will alter the external appearance of the relevant Lot, then the following procedure applies:
  - (i) within seven (7) calendar days of making that determination, the Owners Corporation Committee must provide:
    - A. a written notice of that determination (including reasons) to the relevant Lot Owner and/or Occupier; and

- B. a full copy of the Works Request, together with any further information/documents provided by the Lot Owner and/or Occupier in respect of same, to the Owners Corporation Committee;
- (ii) the Owners Corporation Committee must promptly (and in any case, within 21 calendar days of receiving a full copy of the Works Request, together with any further information / documents provided by the Lot Owner and/or Occupier in respect of same) give a written notice to the relevant Lot Owner and/or Occupier of its determination (including reasons) as to whether the Proposed Work is acceptable.
- (iii) If the Owners Corporation Committee fails to give written notice of its determination within the required time (within 21 calendar days of receiving a full copy of the Works Request, together with any further information / documents provided by the Lot Owner and/or Occupier in respect of same) then the Owners Corporation Committee will be deemed to determine that the Proposed Works altering the external appearance of the relevant Lot are acceptable;
- (iv) Within 21 days upon receipt of the Owners Corporation Committee's written notice or deemed determination, the Owners Corporation Committee must promptly:
  - A. grant or refuse the Works Approval; and
  - B. if it refuses the Works Approval, provide written reasons to the relevant Lot Owner and/or Occupier for the refusal.
- (f) If the Owners Corporation Committee fails to grant or refuse the Works Approval within the required time, as set out in Rules 5.5(c), (d) and (e), the Works Request is deemed to be granted.
- (g) At any time in the course of assessing the Works Request, the Owners Corporation Committee may:
  - (i) require the Lot Owner and/or Occupier to provide the Owners Corporation with further information that the Owners Corporation Committee considers reasonably necessary; and/or
  - (ii) require the Lot Owner and/or Occupier to provide the contractors risks insurance policies or any other form of insurances with respect to the proposed works.

Works Approval

- (h) Except in the case of a deemed Works Approval under Rule 5.5, a Works Approval will not be regarded as given unless it is in writing and expressly:
  - (i) states that it is a Works Approval given under Rule 5.5;
  - (ii) describes the works to which it applies, including but not limited to any specific limitation(s);
  - (iii) states a period for which the approval is granted (if any); and
  - (iv) specifies the conditions to which the approval is subject (if any).

### Performance of Work the subject of Works Approval

- (i) For any Requested Works which are the subject of a Works Approval, the relevant Lot Owner and/or Occupier must:
  - (i) carry out those works strictly in accordance with the requirements of all applicable laws;
  - (ii) complete the works promptly once they have been started;
  - (iii) carry out the works in a proper tradesman-like manner;
  - (iv) carry out the works in accordance with the conditions set by the Owners Corporation Committee in connection with its approval of the works including any conditions set regarding the hours between which those works may be carried out;
  - (v) provide copies to the Owners Corporation Committee of any insurance policies that the Lot Owner and/or Occupier must take out; and
  - (vi) ensure at all times that such approved works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Lot Owners and/or Occupiers or others lawfully using Common Property.
  
- (j) For any Requested Works which are the subject of a Works Approval, the Lot Owner and/or Occupier must ensure that they and their employees, agents and contractors undertaking works observe the following restrictions in respect of the works:
  - (i) scaffolding must not be erected on the Common Property unless expressly permitted in the relevant Works Approval;
  - (ii) the Common Property must at all times be maintained in a clean, tidy and safe state;
  - (iii) any construction vehicles and construction workers' vehicles associated with the Works Approval may only be left in:
    - A. the car parking space(s) comprising part of the relevant Lot in respect of which the approved works are to be performed; and/or
    - B. visitor car parking spaces, provided the Building Manager has given written approval of the number of visitor car parking spaces as may be occupied by such vehicles on a certain date and/or between certain dates;
  - (iv) except in cases of emergency (including but not limited to circumstances in which damage is being, or may be caused to the Common Property and/or a Lot), construction work of any nature may only be performed within the hours of 9:00 am to 5:00 pm on weekdays between Monday to Friday (inclusive), and excludes all Federal and Victorian public holidays.
  - (v) for clarity and without limiting Rule 5.5(h)(iv), hammer drills or jack hammers and/or other equipment that may make noise or generate vibrations or cause other disturbance must not be used on weekends or public holidays or between the hours of 5:00 pm to 9:00 am on weekdays between Monday to Friday (inclusive), and excludes all Federal and Victorian public holidays; and

- (vi) appropriate barriers or hoardings must be erected around the works site for the safety of Lot Owners and Occupiers and visitors to a Building.
- (k) A Lot Owner and an Occupier, on completion of the Works Approval referred to in Rule 5.5, must promptly give to the Owners Corporation:
  - (i) copies of all occupancy permits, certificates of final inspection and any other relevant certificate and/or permit which should be issued in respect of those works in accordance with any law; and
  - (ii) one set of as-built plans in respect of the Works Approval.
- (l) Subject to Rule 5.5(j), the Owners Corporation may require the Lot Owner and/or Occupier whose Proposed Works have been approved under Rule 5.5 to pay a reasonable amount to the Owners Corporation Committee to be held as security by the Owners Corporation for the performance of the Works Approval. The Owners Corporation Committee may determine when security is to be provided by and returned to a Lot Owner and/or Occupier, the amount of security to be provided, and the circumstances in which the Owners Corporation may have recourse to the security.

#### Changes to Proposed Works

- (m) If a Lot Owner and/or Occupier wishes to vary Proposed Works after a Works Approval is given in respect of those Proposed Works ("**Proposed Variation**"), then:
  - (i) before the Proposed Variation is performed, the Lot Owner and/or Occupier must provide in writing to the Owners Corporation Committee all details of the Proposed Variation as reasonably necessary for the Owners Corporation Committee to determine whether to approve the Proposed Variation; and
  - (ii) within 21 days of receiving the details of the Proposed Variation, the Owners Corporation Committee must determine whether the Proposed Variation is acceptable and notify the Lot Owner and/or Occupier of that determination in writing (including reasons). If the Owners Corporation Committee fails to make a determination within the required time the Proposed Variation shall be deemed to be approved by the Owners Corporation Committee.
- (n) If a Lot Owner and/or Occupier performs a Proposed Variation (or any part thereof) without receiving actual and/or deemed written approval of the Owners Corporation Committee in accordance with Rule 5.5(m), the Owners Corporation Committee may require the Lot Owner and/or Occupier to, within a reasonable time, return its Lot to the condition it would have been in had the Proposed Variation not been performed, with all associated fees, costs and expenses to be borne by the Lot Owner and/or Occupier.

#### Extension of Time for Determination

- (o) The Owners Corporation Committee may extend the time by which it is required to make any determination under Rule 5.5 by a reasonable amount, provided that the reason and length of the extension are both reasonable. Any such extension shall only be valid if the Lot Owner and/or Occupier is notified in writing of the extension (including reasons) before the date by which the Owners Corporation would otherwise have been required to make its determination.

By way of example only: if the Owners Corporation reasonably require the advice of an expert to determine whether Proposed Works are acceptable, and the task of seeking, awaiting and considering the expert's advice would otherwise prevent a determination from being made for two weeks after the date by which that determination would have been due in the ordinary course, then it would be reasonable to extend the date by which the Owners Corporation must make its determination by two weeks.

## Government mandated lockdowns

- (p) Any approval for works given is subject to this Rule 5.5. Unless the Owners Corporation provides consent for works to continue, any works or renovations which emit noise which can be heard from outside of the Lot or within other Lots must be suspended and cease during any period of Government mandated lockdown affecting the Land whether or not the restrictions imposed by the Government prohibit works or renovations to continue. A lockdown for the purpose of this Rule 5.5 only includes a lockdown which applies generally to residents of the Land (without reference to specific occupation related exemptions or 'permitted workers') where residents are: confined to their Lot other than for a period of up to 2 hours a day; or are not generally able to attend work places and/or schools (disregarding any Government stated exempt or permitted industries).

## 5.6 **Fire Prevention**

- (a) A Lot Owner and/or Occupier must not store (nor permit to be stored) on their Lot's balcony flammable items (excluding a reasonable amount of clothing and/or paper) or substances, except where those items or substances are kept in a container designed for their safe storage (for example *only*: a barbeque gas bottle).
- (b) At the time that any electrical or gas appliance is used on a Lot balcony, there must be:
  - (i) an operational fire extinguisher that is immediately available to, and can be quickly retrieved by the relevant Lot Owner and/or Occupier; and/or
  - (ii) at least one operational fire sprinkler in the balcony area which is reasonably capable of projecting water onto and/or around the electrical or gas appliance.
- (c) Other than electrical and gas barbeques, no other open fire pit or smoke-producing devices are permitted on Lot balconies.
- (d) In the event that the Owners Corporation and/or any individual (person or entity) suffers loss or damage by reason of a Lot Owner and/or Occupier failing to abide by Rule 5.6, that Lot Owner and/or Occupier shall be liable to indemnify the Owners Corporation and/or that individual for all costs arising out of and/or in connection with that loss or damage, including but not limited to legal costs.
- (e) The Owners Corporation Committee may, from time to time, publish a policy document (a copy of which is available upon request from the Owners Corporation Manager) in which the Owners Corporation Committee may give reasonable directions to Lot Owners and/or Occupiers on matters of fire safety and fire prevention. A Lot Owner and/or Occupier must comply with all reasonable directions contained in the policy document as soon as reasonably practicable, conditional upon a copy of the policy document having been made available (in hardcopy and/or electronic format) to that Lot Owner and/or Occupier.

## 6. **Behaviour of persons**

### 6.1 **Behaviour of Lot Owners, Occupiers and Other Persons on Common Property**

- (a) A Lot Owner and/or Occupier must take all reasonable steps to ensure that they and any guests comply with the Rules and do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use a lot or the Common Property.
- (b) To be effective from 1 December 2021:

- (i) If a guest to a Lot breaches the Rules, the Occupier of the Lot and the guest are jointly and severally liable for satisfying any penalty or compensation payable as a consequence of the guest's breach to the Owners Corporation.
- (ii) By operation of the Act an Occupier is not liable for a guest's breach, if the Occupier of the Lot provides the guest with a copy of the Rules.
- (iii) Rule 6.1 (b) (ii) shall not apply in respect to a short-stay occupant under Section 159D of the Act or the operation of Section 169H of the Act.

## 6.2 **Noise and Other Nuisance Control**

- (a) A Lot Owner and/or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any Lot and/or Common Property by any other Lot Owner, and/or Occupier.
- (b) Rule 6.2(a) does not apply to any noise if the Owners Corporation Committee has given prior written approval for the activity from which that noise comes.
- (c) A Lot Owner and/or Occupier must not make noise that can be heard outside of the Lot between the hours of 10.00 pm and 8.00 am, without the prior written approval of the Owners Corporation Committee.
- (d) A Lot Owner and/or Occupier must not throw any item, or allow any item to be thrown, from a window or balcony.
- (e) If the Owners Corporation Committee reasonably resolves that an item is a hazard, is causing a nuisance to a Lot or the Common Property or is damaging the appearance of the Common Property, it must give written notice of this resolution to the Lot Owner or Occupier who is keeping the item.
- (f) A Lot Owner and/or Occupier who owns the item that is the subject of a notice under Rule 6.2(e) must, as soon as practicable, take reasonable steps to comply with that notice, including but not limited to removing and/or dealing with the item so that it is no longer a hazard, does not cause a nuisance to a Lot or the Common Property and/or no longer damages the appearance of the Common Property.
- (g) A Lot Owner and/or Occupier must not, within their Lot use power tools or other mechanical equipment audible from outside the Lot between 6.00 pm and 9.00 am.
- (h) Without limiting the Rules, a Lot Owner and/or Occupier must at all times abide by *Environment Protection Act 1970 (Vic)* and the "Noise control guidelines" (Publication number 1254.1) as published and updated from time to time by the Environment Protection Authority Victoria.

## 7. **Dispute Resolution**

### 7.1 **Definitions**

For the purposes of Rule 7:

- Grievance Procedure** The grievance procedure set out in Rule 7 applies to a Dispute involving an Owner, a Manager, or an Occupier or the Owners Corporation about an alleged breach of the Rules.
- Complainant** means any party bound or affected by the Rules who has a Dispute against a Respondent.
- Respondent** means any party bound or affected by the Rules against whom a Complainant has a Dispute.

**Dispute** means a grievance or dispute of any kind between a Complainant and Respondent.

## 7.2 ***Informal Dispute Resolution***

It is strongly encouraged that prior to engaging in the grievance procedure set out in Rule 7.3 below, the Complainant shall raise the Dispute directly with the Respondent informally, in a discreet manner (either by themselves or by a person/entity acting on their behalf). The Building Manager or Owners Corporation Manager may support this process by facilitating contact between the parties and / or recording any agreement that either party requests to be recorded.

## 7.3 ***The Grievance Procedure***

- (a) If a Complainant considers that it is not possible, comfortable and/or constructive to engage directly with the Respondent, or direct contact has not produced a resolution, the Complainant may make a complaint against the Respondent.
- (b) The Complainant wishing to make a complaint against the Respondent must prepare a written statement in the approved form and provide it to the Owners Corporation Manager who will provide it to the Committee of the Owners Corporation.
- (c) On receipt of a written complaint, the Committee and/or Sub-Committee of the Owners Corporation must consider it and may request further information or evidence from the Complainant if necessary. If a majority of the Committee decides the complaint provides sufficient information or evidence that any of the Rules have been breached by an Owner, Occupier, or Manager, the Committee is to send a written invitation to the Complainant and the person(s) about whom the complaint is made to attend a meeting with the Committee to resolve the complaint at a scheduled date and time. The written invitation must give at least 14 working days' notice of the scheduled meeting.
- (d) A party to the dispute may appoint a person to act or appear on his/her/its behalf at the meeting.
- (e) If the person the subject of the complaint declines to attend, or does not attend the scheduled meeting, or the dispute is not resolved at the meeting, then the Committee must notify each party of his/her/its right to take further action under Part 10 of the *Act*.
- (f) This process is separate from and does not limit any further action under Part 10 of the *Act*.

## 8. **Compliance with Part 7 of the Owners Corporation Act 2006 (Vic)**

### 8.1 ***Unaffected obligations of Lot Owners and/or Occupiers***

Nothing in the Rules affects the obligation of a Lot Owner and/or Occupier to comply with the *Act*, including but not limited to Part 7 of the *Act*, which outlines the duties and rights of Lot Owners and/or Occupiers.

### 8.2 ***Breach of the Rules***

- (a) If a party bound by the Rules causes, by reason of a breach of the Rules, any loss and/or damage to any other party, then the party who caused that loss and/or damage must immediately pay to (and keep indemnified) the party who suffered that loss and/or damage the reasonable costs arising out of and/or in connection with that loss and/or damage, including but not limited to legal costs.
- (b) For the avoidance of doubt, in the event that an Owners Corporation incurs costs of any nature arising out of and/or in connection with a party's breach of the Rules

(including but not limited to any legal and/or other costs to enforce or make good a breach of the Rules), then the party in breach of the Rules must immediately pay all such costs to the Owners Corporation.

## 9. **Administrative Matters**

### 9.1 **Lot Owner and/or Occupier contact details and mail**

- (a) Each Lot Owner and/or Occupier must advise the Owners Corporation of:
  - (i) the private address of the Lot Owner and/or Occupier (or if the Lot Owner and/or Occupier is a company, it's registered office);
  - (ii) the telephone number of the Lot Owner and/or Occupier;
  - (iii) the email address of the Lot Owner and/or Occupier;
- (b) Each Lot Owner and/or Occupier must inform the Owners Corporation of any change in their details given under Rule 9(a) in accordance with sections 134 and 135 of the *Act*:
  - (i) A Lot Owner who sells a Lot must advise the Owners Corporation within one month of the completion of the contract;
  - (ii) A person who acquires a Lot must advise the Owners Corporation within one month of the completion of the contract.
  - (iii) A Lot Owner who does not occupy the Lot or who will be absent from the Lot for more than three (3) months must advise the Owners Corporation of the Lot Owner's mailing address in Australia for service of notices and any changes to it as soon as possible.
- (c) A Lot Owner and/or Occupier must ensure that the mailbox for their relevant Lot is regularly cleared. If the mailbox is not regularly cleared, a Lot Owner and/or Occupier must allow the Owners Corporation or the Building Manager to clear the mailbox. Mail cleared in this manner must be retained for a period of one (1) year and the reasonable cost to clear and retain mail under Rule 9 shall be the liability of the Lot Owner and/or Occupier.

### 9.2 **Lot Owner who does not Occupy the Lot**

- (a) A Lot Owner who is not also a Lot Occupier must:
  - (i) respond (if reasonably required) to any correspondence received from the Building Manager, Owners Corporation Manager and/or Owners Corporation Committee within 14 days of receipt of that correspondence, failing which the Lot Owner will be liable for reasonable administrative costs incurred by the Building Manager, Owners Corporation Manager and/or Owners Corporation in order to obtain the reasonably required response;
  - (ii) provide the Owners Corporation the name, phone number and email address of the Lot Occupier prior to that Lot Occupier becoming a Lot Occupier of that Lot;
  - (iii) provide the Owners Corporation the name, phone number and email address of any person and/or entity managing the Lot for and/or on behalf of the Lot Owner, including but not limited to any leasing agent;

- (iv) ensure any person and/or entity managing the Lot for and/or on behalf of the Lot Owner (including but not limited to any leasing or sales agent) does not place any exhibit or advertising sign or board at the entry way to the Lot, the Building, or the Common Property without the prior written approval of the Owners Corporation;
- (v) incorporate the Rules in any lease, license or other occupancy agreement granted over the Lot;
- (vi) provide a copy of these Rules to the Lot Occupier of its Lot as soon as reasonably practicable.

### **9.3 Air Conditioning System**

Each Lot Owner and Occupier is responsible for the cost of repairing and maintaining the air-conditioning system within that Lot Owner or Occupier's Lot and services that Lot exclusively.

### **9.4 Access to cleaning apparatus and Common Property**

- (a) A Lot Owner must ensure that an Occupier of the Owner's Lot (or the Owner themselves if they are the Occupier) will at reasonable times and on at least seven (7) days' prior written notice, allow the Owners Corporation and the Building Manager and their employees, agents and contractors access through its Lot to conduct cleaning and maintenance of the Common Property.
- (b) The Owners Corporation, the Building Manager, the Owners Corporation Manager and all the employees, agents and contractors of the aforementioned parties in carrying out the cleaning and maintenance of Common Property may:
  - (i) enter the Lot Owner or Occupier's Lot (including any balcony); and
  - (ii) bring anything reasonably required for the purpose of cleaning and maintaining the Common Property onto the Lot or the balcony; and
  - (iii) enter the cleaning apparatus from the window or the balcony of the Lot for the purposes of cleaning and maintaining the Common Property; 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 and/or the Common Property.
- (c) The Lot Owner and/or Occupier must not interfere in any way with the cleaning apparatus.
- (d) The Owners Corporation, the Building Manager and its employees, agents and contractors will ensure as little inconvenience to the Lot Owner and/or Occupier as possible, when conducting the cleaning and maintenance of the Common Property.

### **9.5 Recovery of outstanding fees and other money due to the Owners Corporation**

- (a) The Owners Corporation shall take all reasonable steps necessary for the recovery of outstanding fees, levies and other charges due by any Member to the Owners Corporation, including but not limited to, commencing proceedings in the Victorian Civil and Administrative Tribunal, the Magistrates' Court of Victoria or in another relevant jurisdiction.
- (b) Rule 9.5 does not detract in any way from the power of the Owners Corporation to make an application to the Victorian Civil and Administrative Tribunal under Part 11 of the *Act* or to any other Court as permitted by the *Act* to recover fees and charges and other money or to enforce the Rules of the Owners Corporation.

- (c) All costs and expenses incurred by the Owners Corporation arising out of a breach of the *Act*, the Regulations or the Rules by a Lot Owner or Occupier, will be payable by Lot Owner or Occupier in default or breach. The costs, charges and expenses shall be due and payable as a debt by the Lot Owner or Occupier in default or breach to the Owners Corporation on an indemnity basis.

#### 9.6 **Penalty Interest**

- (a) Subject to an ordinary resolution being passed at each Annual General Meeting, a member must pay to the Owners Corporation on demand, interest at a rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rate Act 1983* (Vic), as amended from time to time, on any money payable by the member to the Owners Corporation, including Owners Corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due and payable.

#### 9.7 **Directions by Owners Corporation**

- (a) All parties bound by the Rules agree to obey all reasonable directions given by the Owners Corporation, the Owners Corporation Manager and the Building Manager in relation to the Common Property including, but not limited to:
  - (i) the carriage of goods or furniture;
  - (ii) the use of services; and
  - (iii) the use of any tobacco products (as may be set out in a policy document prepared by, for and/or on behalf of the Owners Corporation).

## **Attachment 1 – La Scala Renovation / Works Guidelines**

### **PURPOSE FOR THE POLICY:**

The purpose of this policy is to ensure unanticipated impacts on neighbours are identified and avoided before work is commenced. This La Scala Renovation / Works Guidelines is to be read in conjunction with Rules 5.4 and 5.5 of the Registered Rules for Owners Corporation 1 Plan No. PS625919E. If there is any inconsistency between the La Scala Renovation / Works Guidelines and the Registered Rules, then the terms of the La Scala Renovation / Works Guidelines shall prevail to the extent of any such inconsistency.

### **BEFORE YOU START:**

1. A Lot Owner must:
  - a. Identify whether a Council Planning or Building Permit is required before commencing works to his/her/its Lot. Information on permit conditions can be obtained by contacting Maribyrnong City Council (“**the Council**”).
  - b. Once you have secured all relevant permits or secured confirmation from the Council that a permit is not required, and before the commencement of any Lot renovation works, the Lot Owner must secure authorisation in writing from the Owners Corporation.
2. To secure approval, the Owners Corporation require:
  - a. Details of all proposed alterations/renovations of the Lot, showing the existing floor plan and the proposed amended floor plan of the Lot, including but not limited to all plans and specifications relating to the proposed renovation works. All changes to Lots must meet the relevant minimum Australian Standard and should this minimum standard not be attained, the onus will be on the Lot Owner to rectify to at least the minimum Australian Standard;
  - b. Copy of Council Planning and/or Building Permits, or written acknowledgement from Council stating that a permit is not required;
  - c. Engineer's computations (if structural changes are being made);
  - d. Estimated time for the works to be completed; and
  - e. Copy of legal liability insurance held by contractors/tradesmen.
3. If the proposed works affect more than one Owners Corporation, then each Owners Corporation must approve the proposed works. For example, if the proposed renovation works affect both common property 1 and common property 2, then both Owners Corporation 1 and Owners Corporation 2 must approve the works separately.
4. The relevant Owners Corporations (through its Committee and/or Manager) to which the proposed renovation works affect, may recommend and approve the proposed works subject to conditions.
5. It is the responsibility of the Lot Owner requesting to make alterations to the Lot to ensure that upon completion of the renovation works, the Lot does not result in unacceptable noise levels that might disturb neighbouring apartments. For example, a wooden floor resulting in footstep and other noise being heard in other apartments. For this reason, it is strongly advised that Lot Owners employ an accredited acoustic engineer to certify that the intended flooring products and methods of installation for floorboards, tiles etc. meet or exceed the minimum Australian Standards required. A copy of these certificates should be sent to the Owners Corporation to be held on file.

6. The Lot Owner requesting to make the alterations should also be aware that any Owners Corporations' approval of the proposed renovation works does not remove the right of other Lot Owners at the Property to require the Lot Owner to rectify any unacceptable noise issue, which if unresolved may lead to the matter going to the Victorian Civil and Administrative Tribunal or in another relevant jurisdiction and result in orders to eliminate the noise issue.

#### **ONCE YOU HAVE APPROVAL:**

1. Once authorisation has been secured from any relevant Owners Corporation, and before works commence, the Lot Owner must contact the Owners Corporation Manager (the current email address is: [info@melcorpstrata.com.au](mailto:info@melcorpstrata.com.au)) and ensure his/her/its contractors are aware of the following requirements:
  - a. Contractors who are carrying out specialised works must ensure all procedures and OH&S regulations are followed whilst on site.
  - b. All contractors needing to bring materials to and from apartment must book the Lift in advance and ensure covers will be placed up to prevent damage. Bookings must be made with at least 24 hours advance notice.
  - c. All Contractors must advise the Owners Corporation Manager if any work being carried out may cause fire alarm activation. If so isolation of smoke detectors will be required at the cost of the Lot Owner undertaking the renovation works.
  - d. Isolation of smoke detectors must be completed by the Building's accredited fire services provider.

#### **WHILE WORKS ARE IN PROGRESS:**

1. Access to the Lot for contractors is the responsibility of the Lot Owner.
2. Building works cannot commence before 9.00 am or continue beyond 5.00 pm.
3. No building works of any nature can be undertaken on weekends or on federal or state public holidays.
4. No materials or debris is to be left, stored or placed on and/or in any common property areas of the building at any time, this includes the car park.
5. All common property areas affected including the balconies, main entrance foyers, lifts, stairs and car park must be cleaned daily at the owners expense.
6. Contractors are responsible for removing and disposing of any rubbish/building materials and leaving all access areas used clean and tidy. Any costs for cleaning or removing of rubbish not removed by contractors will be invoiced to the apartment owner.
7. Contractors must not use the rubbish chute for disposal of debris or construction material.
8. Scaffolding must not be erected on the common property or the exterior of the building.
9. Construction vehicles and construction workers' vehicles must not be brought into or parked on the common property, unless prior written permission is given by the Owners Corporation.

#### **AT COMPLETION:**

1. At completion, photos to be sent to Owners Corporation management who may request an inspection, to ensure work done as approved. Reviews shall be summarised for Responsible Owners Corporation for final endorsement. Any disputes will be resolved by the responsible Owners Corporation.

2. Be aware that failure to comply may result in Owners Corporation requiring compensatory work to be conducted or the work to be reversed at the discretion of the responsible Owners Corporation committee.
3. Owners Corporation Management will maintain a record of work conducted, any conditions and record of review conducted at end of work.

**Owners Corporation Rules for  
Owners Corporation 5 Plan No. PS625919E**

**DATE: 24 August 2021**

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## A. INTRODUCTION

1. These Rules are made for Owners Corporation 5 Plan No. PS625919E on Plan of Subdivision No. PS625919E and are binding on the Owners Corporation, the Lot Owners and Occupiers.
2. The purpose of this document is to make Lot Owners and Occupiers aware of their responsibilities to ensure that the amenity, appearance and living standards of the Buildings are maintained at premium levels
3. All Lot Owners and Occupiers of Lots affected by the Owners Corporation are bound by these Rules. Lot Owners and Occupiers must ensure that their guests also comply with these Rules. Guests should note that in this document, a reference to "Occupier" includes guests and guests to the Lot will be personally liable for their own conduct. Occupiers of the Lot shall also be jointly and severally liable for the conduct of their non-short stay occupant guests unless a copy of these Rules have been provided to the relevant guest.
4. Owners must provide this document to their agent if a Lot is being sold or rented as these Rules apply to all purchasers and Occupiers.

## B. DEFINITIONS

1. In these Rules, the terms set out below have the following meaning:

<b>Act</b>	means the <i>Owners Corporation Act 2006 (Vic)</i> (as amended from time to time).
<b>Building</b>	means any building constructed on the Land.
<b>Building Manager</b>	means any individual person or entity engaged by or on behalf of an Owners Corporation registered at the Land for the purposes of monitoring and/or managing any Building (or part thereof) affected by the Owners Corporation.
<b>Bulky Item</b>	means any item or thing which reasonably requires more than one person and/or the use of a trolley or similar device in order to be moved safely.
<b>Common Property</b>	means all of the common property created under the Plan that is affected by the Owners Corporation, namely all of the areas marked common property 1, common property 2, common property 4, common property 5, common property 6, common property 7 and common property 8. The common property includes all the Land in the Plan, except the Lots, and includes all columns, slabs and beams, service shafts, pipe shafts, walls, floors, ceilings and slabs.
<b>Hard Rubbish</b>	any large item of rubbish that cannot fit in a regular rubbish bin, including but not limited to bedding, furniture, large outdoor pots and large electrical appliances such as dishwashers, ovens, and clothes washers/dryers.
<b>Junk Mail</b>	means any unsolicited advertising or promotional material.
<b>Land</b>	means the whole of the land described on the Plan of Subdivision.
<b>Lift</b>	means any lift in a Building forming part of the Common Property.
<b>Lot</b>	means a lot affected by the Owners Corporation on the Plan and forming part of a Building. Where on the Plan, there is an interior face boundary, the private lot also consists of any internal coverings, waterproof membranes and fixtures attached to walls, floors, and ceilings.

<b>Lot Owner</b>	means a registered owner of a Lot.
<b>Member</b>	means a member of the Owners Corporation.
<b>Moving Rubbish</b>	means any item, good, appliance and/or furniture which an Owner and/or Occupier does not intend to keep on their Lot.
<b>Occupier</b>	means any person lawfully occupying or in possession of a Lot (including but not limited to a lessee or a licensee) and can include an Owner and includes guests to the Lot.
<b>Owners Corporation</b>	means Owners Corporation 5 Plan No. PS625919E created under the Plan of Subdivision, to which every lot owner is a member of and includes the Owners Corporation Manager and Owners Corporation Committee.
<b>Owners Corporation Committee</b>	means the Owners Corporation committee for the Owners Corporation as elected and/or appointed from time to time in accordance with the <i>Act</i> .
<b>Owners Corporation Manager</b>	means a manager appointed by the Owners Corporation in accordance with the Act, or if no person or company is for the time being appointed, the secretary of the Owners Corporation.
<b>Plan</b>	means Plan of Subdivision No. PS625919E registered on 21 September 2009.
<b>Recreational Facilities</b>	means any recreation and/or exercise facilities, rooms and/or areas on the Land being part of Common Property as determined by the Owners Corporation Committee from time to time.
<b>Rules</b>	means these Rules dated _____ including attachments.
<b>Security Key</b>	means any key, swipe card or other device used to access and/or secure the Land, a Building and/or any part thereof.
<b>Work Approval</b>	means an approval or consent given by the Owners Corporation in writing pursuant to Rule 5.5 of these Rules.

## 2. **Interpretation**

2.1 Lot Owners and Occupiers must at all times abide by all laws and regulations set out by various federal, state and local authorities in the state of Victoria, including but not limited to the Subdivision Act 1988 (Vic), the Owners Corporations Act 2006 (Vic), the Subdivision (Procedures) Regulations 2011 (Vic) and the Owners Corporations Regulations 2018 (Vic), as amended, consolidated, re-enacted or replaced from time to time. Should these Rules be contrary to any applicable laws, those laws would supersede these Rules and must be abided by in the first instance.

2.2 In these Rules, unless the context requires otherwise:

- (a) Headings are for convenience of reference only and do not affect interpretation;
- (b) Any gender used includes all other genders;
- (c) Words importing the singular include the plural and vice versa;
- (d) An expression importing a natural person includes any company, partnership, joint venture, association or other entity;

- (e) A reference to a thing includes part of that thing; and
- (f) A reference to a document includes an amendment or supplement to, or replacement of, that document.

2.3 The obligations and restrictions 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, any such rights, grants or privileges, prevail over these Rules in respect of the person or persons to whom they are given.

## **C. THE RULES**

*Unless stated otherwise, a reference to a "Rule" in these Rules is a reference to a Rule contained in this part C.*

### **1. Insurance**

- (a) Without the prior written consent of the Owners Corporation (which consent may be given or withheld in its sole discretion and with or without conditions), a Lot Owner and/or Occupier must not do or permit to be done anything within their Lot or on the Common Property that may invalidate, suspend or increase the premiums for or render void or voidable any insurance policy that the Owners Corporation is required to obtain and maintain or has obtained in respect of the Building and/or the Land .
- (b) A Lot Owner and/or Occupier must reimburse the Owners Corporation on demand any additional insurance premium payable by the Owners Corporation because of the use of the Lot Owner's Lot or because of any acts and/or omissions by the Lot Owner or Occupier.
- (c) A Lot Owner and/or Occupier must give written notification to the Owners Corporation if the Lot Owner or Occupier changes the existing use of the Lot in a way that will affect any insurance premiums payable by the Owners Corporation.
- (d) The Owners Corporation may levy a Lot Owner a fee to cover the cost of any of the following:
  - (i) an excess amount or an increased premium resulting from or attributable to an insurance claim, if the claim is caused by a culpable or wilful act or the gross negligence of a Lot Owner or Occupier;
  - (ii) damage to the Common Property that is caused by a Lot Owner or Occupier where either— (i) the damage is not covered by insurance; or (ii) the cost of the damage is less than the excess amount that would have been payable on an insurance claim in relation to the damage;
  - (iii) an excess amount on an insurance claim if the claim solely relates to a Lot Owner's Lot.

### **2. Health, Security and Safety**

#### **2.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others**

- (a) A Lot Owner and/or Occupier must not use the Lot or the Common Property, or permit it to be used, so as to cause a hazard to the health, safety and security of another Lot Owner, Occupier, or user of another Lot.

- (b) A Lot Owner and/or Occupier must notify the Owners Corporation or the Building Manager of any hazard to the health, safety and security of another Lot Owner, Occupier or user of another Lot of which they become aware.
- (c) A Lot Owner and/or Occupier must secure a Lot when it is unoccupied and comply with the Owners Corporation's and the Building Manager's reasonable directions about a Building's security.
- (d) A Lot Owner and/or Occupier must not facilitate any person's entry to any part of a Building and/or the Land to which Lot Owners and/or Occupiers do not ordinarily have access (including but not limited to any plant room, machinery room, lift shaft or similar area) without the prior written approval of the Owners Corporation Committee or Building Manager, such approval not being unreasonably withheld.
- (e) A Lot Owner or Occupier must not:
  - (i) use or permit a Lot to be used in a manner that would contravene any planning regulations as listed under the *Planning and Environment Act 1987*, requirements or restrictions placed on the Plan of Subdivision from time to time;
  - (ii) install an intruder alarm that emits an audible signal unless the audible signal ceases after no more than 5 minutes from activation; or
  - (iii) do anything or permit something to be done that may adversely affect the safety or security of a Building, the Common Property, any Lot or any person in or about the Building, the Common Property or Lot.
- (f) A Lot Owner or Occupier who is present on any part of the Land and/or in a Building at the time that any emergency drill commences must participate in any emergency drill in a Building of which the Owners Corporation or Building Manager gives reasonable notice, unless the Lot Owner or Occupier has reasonable excuse not to participate.
- (g) A Lot Owner or Occupier must evacuate a Building immediately and in accordance with the directions of any representative or agent of the Owners Corporation or the Building Manager when informed of an actual or suspected emergency.
- (h) A Lot Owner or Occupier must promptly notify the Owners Corporation or the Building Manager in writing of any breakage or defect in any common property services of which they become aware, including but not limited to water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment.
- (i) A Lot Owner or Occupier must not give, and must not cause nor permit to be given, any Junk Mail to any other Lot Owner, Occupier and/or person on the Land (howsoever given, including but not limited to the placing of Junk Mail in a letterbox, beneath a door and/or on any part of a vehicle).

## 2.2 **Security Keys**

- (a) A Lot Owner and/or Occupier must take all reasonable steps to not lose or damage any Security Key.
- (b) A Lot Owner and/or Occupier, as soon as reasonably practicable, must promptly notify the Owners Corporation Committee in writing if a Security Key is lost, damaged or destroyed.
- (c) A Lot Owner and/or Occupier must exercise a high degree of caution and responsibility in making a Security Key available to any person who is not also a Lot Owner and/or Occupier. If a Lot Owner and/or Occupier makes their Security Key available to any

person who is not also a Lot Owner and/or Occupier, and while in possession of that Security Key, that person causes any loss or damage to the Common Property, another Lot and/or another Lot Owner or Occupier, then the Lot Owner and/or Occupier who made their Security Key available to that person is liable for all such loss and/or damage, and must pay to the affected Owners Corporation, Lot Owner and/or Occupier all costs reasonably incurred arising out of and/or in connection with that loss and/or damage.

- (d) A Lot Owner and/or Occupier must ensure that any person to whom they have made their Security Key available returns that Security Key before the Lot Owner and/or Occupier is no longer a Lot Owner and/or Occupier, and that any lease, sublease or licence of their Lot requires the return of the Security Key by the tenant or licensee.
- (e) Lot Owners and Occupiers must not duplicate the Security Key or permit it to be duplicated without prior written consent from the Owners Corporation and must take all reasonable precautions to ensure that the Security Key is not lost or stolen.

### 2.3 ***Infectious diseases***

- (a) In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, as soon as the Lot Owner and/or Occupier of such Lot has become aware of any infectious disease, the Lot Owner and/or Occupier shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the Owners Corporation.
- (b) Written notice provided by the Lot Owner and/or Occupier to the Owners Corporation must outline the following particulars of that infectious disease (if known) including:
  - (i) the identity of any person carrying the infectious disease (“**the Infectious Person**”);
  - (ii) the contact details of the Infectious Person;
  - (iii) the approximate date on/from which the Infectious Person carried the infectious disease (“**Infection Date**”);
  - (iv) the dates upon which the Infectious Person attended the Land and/or any Building since their Infection Date (or if no Infection Date is known, the last two weeks);
  - (v) the parts of the Land and any Building accessed by the Infectious Person since their Infection Date (or if no Infection Date is known, the last two weeks); and
  - (vi) the identity and contact details of any Lot Owner and/or Occupier who has been in the physical presence of the Infectious Person since their Infection Date (or if no Infection Date is known, the last two weeks).
- (c) In the event of a pandemic or infectious disease outbreak, Lot Owners and Occupiers must, if requested by the Owners Corporation to provide their details to the Building Manager upon entry and exit to the Land in order to assist with contact tracing efforts. Any information collected will be treated by the Owners Corporation as confidential save as is necessary for the purpose of contact tracing or to provide such information to the Government for such purpose.

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

- (a) Except with the prior written approval of the Owners Corporation, which shall not be unreasonably withheld, a Lot Owner or Occupier must not use, store or accumulate on the Lot including storage cages or on the Common Property:
  - (i) any flammable chemical, liquid or gas or other flammable material; or
  - (ii) any matter or substance that is likely to cause fire, danger to life or danger to property.
- (b) Rule 2.4(a) does not apply to: -
  - (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes and stored in domestic quantities; or
  - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine and/or used to maintain, service and/or clean a motor vehicle.

## 2.5 ***Waste disposal***

An Owner and/or an Occupier must:

- (a) make sure that the storage and disposal of garbage, refuse or waste does not adversely affect the health, hygiene or comfort of any other Owner or Occupier or user of the Land;
- (b) not deposit or throw garbage, refuse or waste onto the Common Property except into a receptacle or area specifically provided for that purpose and/or as per any directions given by the Owners Corporation Committee in writing; and
- (c) dispose of garbage in the manner specified by the Owners Corporation from time to time and in that regard:
  - (i) all garbage and waste while stored awaiting removal must be secured in a suitable package or container designed for that purpose;
  - (ii) an Owner and an Occupier must periodically clean and deodorise that package or container to prevent smells emanating from it causing any disturbance to any other person;
  - (iii) an Owner and an Occupier must keep within a Lot hidden from the view from the Common Property or other Lots or from outside the Land that package or container unless a designated place for keeping garbage containers has been established on Common Property or has, with the prior written approval of the Owners Corporation, been established on a Lot;
  - (iv) all glass items of garbage or refuse must be completely drained of all liquids, be cleaned and must be deposited in unbroken condition in the area designated for those items by the Owners Corporation;
  - (v) all recyclable items, including but not limited to paper, cardboard and plastic as from time to time nominated by the Owners Corporation, must be stored in the area designated for those items by the Owners Corporation; and
  - (vi) all cardboard boxes and similar packaging must be broken down, tied with string, and neatly packed in the garbage area;

- (d) remove, at the cost of the Owner or Occupier, any Moving Rubbish and Hard Rubbish the Owner or Occupier brings or causes to be brought onto the Land and must not leave any Moving Rubbish nor any Hard Rubbish in any rubbish disposal area on the Land.

## 2.6 **Fire safety and emergency services**

- (a) A Lot Owner and any Occupier must not interfere, obstruct or tamper with any fire or emergency equipment.
- (b) A Lot Owner and any Occupier must not keep or leave open or permit to be kept or left open any security / fire doors, and must not obstruct any fire stairs or fire escape.
- (c) A Lot Owner and/or any Occupier must ensure that all fire safety equipment in their Lot is properly maintained and tested, including but not limited to ensuring that:
  - (i) all smoke detectors and fire equipment installed in the Lot are properly maintained and tested (excludes sprinklers linked to the main building system);
  - (ii) the front door to the Lot is maintained in accordance with the fire regulations as a fire door and that no additional locks, chains, deadlocks or peepholes are installed which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations, without the prior written approval of the Owners Corporation;
  - (iii) all such fire equipment complies with all statutory and other requirements relating to fire and fire safety in respect of the Lot; and
  - (iv) ensure that all accessible doors, windows, and balcony glass are properly maintained.
- (d) If a Lot Owner or Occupier causes any emergency service (including but not limited to any public or private fire, police, security and/or ambulance service) to attend the Land, a Building and/or any part thereof for any reason other than that Lot Owner or Occupier reasonably believes the attendance of that service is appropriate for the purposes of dealing with any emergency or reasonably suspected emergency, then that Lot Owner or Occupier who, by themselves or their guest, causes any such attendance by an emergency service is liable for and must indemnify the Owners Corporation and pay all fees, charges and/or costs (if any) of that emergency service arising out of and/or in connection with the attendance.
- (e) Without limitation and for the purposes of Rule 2.6, a Lot Owner or Occupier is deemed to cause any emergency service to attend the Land, a Building and/or any part thereof where that Lot Owner or Occupier (whether deliberately, negligently or accidentally) or fails to maintain a fire alarm which leads to an emergency service attending the Land, a Building and/or any part thereof in circumstances where there is no emergency reasonably requiring the attendance of that emergency service.
- (f) The Owners Corporation may authorise a person to enter a Lot on its behalf to carry out repairs, maintenance or other works in accordance with sections 46, 47 and 48 of the Act.
- (g) For the purpose of Rule 2.6(f) and in accordance with section 48(3) of the Act, the Owners Corporation must give at least seven (7) days' notice in writing to the Occupier of the Lot of its intention to enter the Lot unless the Occupier agrees to a lesser time or there is an emergency. If the Lot is occupied under a residential tenancy agreement, the Owners Corporation must give the same notice to the occupier as that required to

be given by a landlord under section 85 of the *Residential Tenancies Act 1997* (Vic), as amended from time to time.

- (h) For the purpose of Rule 2.6(f), the Owners Corporation is not required to provide any notice to the Occupier of a Lot in the case of an emergency. For the purposes of Rule 2.6(g), 'emergency' includes, but is not limited to:
- (i) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
  - (ii) a leak or a similar problem requiring prompt attention;
  - (iii) cracking or a similar structural problem likely to affect the immediate safety of a building or any person;
  - (iv) an actual or reasonably foreseeable outbreak of fire, or the presence of an unattended item or substance which poses a serious risk of causing or substantially accelerating an outbreak of fire (by way of example *only*: an open container of petrol or gas left exposed and unattended on a balcony); and/or
  - (v) as otherwise determined by the Act or the law.

### 3. **Committees and Sub-Committees**

#### 3.1 ***Management and Administration of Common Property and Services***

- (a) The Owners Corporation will manage and administer the Common Property and the Services, except to the extent delegated to a Manager or the Committee.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot Owner or Occupier an amount that 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.
- (c) Rule 3.1(b) does not apply if the concession or rebate: -
  - (i) 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
  - (ii) is paid directly to the Lot Owner or Occupier as a refund.

#### 3.2 ***Functions of Manager appointed by the Owners Corporation***

- (a) All Owners and Occupiers are on notice that the Owners Corporation is a statutory body, made up of the Owners of all the Lots at the Property from time to time. Between Annual General Meetings of the Owners Corporation, the elected Committee makes decisions on the Owners Corporation's behalf. The Owners Corporation may appoint a registered Manager from time to time to assist it with its functions. The Manager is a service provider to the Owners Corporation and acts upon the direction and instruction of the Committee of the Owners Corporation.
- (b) A Manager may carry out all functions delegated to it by the Owners Corporation.

### 3.3 **Owners Corporation Committee**

- (a) The Owners Corporation must elect a committee at each annual general meeting to perform the powers and functions of the Owners Corporation.
- (b) The Owners Corporation Committee must consist of at least three (3) and not more than seven (7) Members subject to section 103 of the *Act*.

### 3.4 **Functions, powers and reporting of committees and sub-committees**

- (a) The Owners Corporation Committee must perform all the powers and functions delegated to it by the Owners Corporation in accordance with section 11 of the *Act*. Powers and functions that require a unanimous resolution, a special resolution or a resolution at a general meeting of the Owners Corporation cannot be delegated under section 11 of the *Act*.
- (b) The Owners Corporation Committee may by ordinary resolution:
  - (i) appoint willing Members to a sub-committee; and
  - (ii) in respect of funds owned and/or held on behalf of the Owners Corporation, assign spending limitations on any person and/or entity, including, but not limited to, any sub-committee of the Owners Corporation Committee.

## 4. **Use of Common Property**

### 4.1 **Proper use of Common Property**

- (a) A Lot Owner and Occupier must not:
  - (i) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
  - (ii) without the prior written approval of the Owners Corporation, use for his/her/its own purposes any portion of the Common Property;
  - (iii) use or permit to be used any part of the Common Property for a purpose other than the purpose for which it is properly available or which purpose is designated by the Owners Corporation and without limitation an owner and occupier must not keep any animal on the Common Property;
  - (iv) hold or cause to be held any auction sale on any part of the Common Property and without obtaining the prior written approval from the Owners Corporation;
  - (v) use or permit to be used any part of the Common Property in a way that will adversely affect any insurance premiums payable by the Owners Corporation;
  - (vi) other than in an area of the Common Property designated for the consumption of food and/or any beverage, consume any food and/or beverage in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property;
  - (vii) in the case of any person over 18 years of age, use or permit to be used any bicycle, roller blades / skates, skate board, ball of any type and/or any other sport equipment on the Common Property or any part thereof unless it is in the course of supervising a person under 18 years of age, including but not limited to car parking areas, driveways, and access pathways;
  - (viii) in the case of any person over 18 years of age and except for the purpose of parking a bicycle in a designated parking area or in a Lot, bring or permit to be

brought any bicycle into any of the following areas on the Land and/or in a Building: foyers, stairwells, lifts, hallways, garden areas, walkways, balconies situated within the Common Property and/or other parts of the Common Property as may be designated by the Owners Corporation from time to time; and

- (ix) without the prior written approval of the Owners Corporation, place and/or allow to be placed any signs on Common Property (for example *only*: real estate auction / sale signage).
- (b) A Lot Owner and/or Occupier may make a written application to the Owners Corporation Committee to use the Common Property for recreational or community events (by way of example *only*: national or religious festivals) by way of written approval of the Owners Corporation Committee, which approval may be given or withheld in its absolute discretion with or without specific conditions.
- (c) The Owners Corporation Committee may provide its written approval to a Lot Owner and/or Occupier to use the Common Property for recreation or community events subject to conditions, such as the time, location, conduct and duration of the event, and organisers and attendees of the event must comply insofar as those conditions apply to them.
- (d) It is a precondition of any recreational or community events on Common Property that, at least seven (7) calendar days prior to the event, the Owners Corporation Committee takes reasonable steps to notify all affected Lot Owners and/or Occupiers, which notice may be undertaken by posting a notice in a prominent location in the Common Property.

#### 4.2 **Vehicles and parking areas**

- (a) A Lot Owner and/or Occupier must not, except in the case of an emergency involving the police, fire brigade or other emergency authority:
  - (i) park or leave a vehicle nor allow a vehicle to be parked or left:
    - A. in a parking space allocated for use by the Lot Owner and/or Occupier of another Lot or a visitor to any Lot;
    - B. on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or the Common Property;
    - C. in any place on the Common Property other than a parking space situated on Common Property and specified for that purpose by the Owners Corporation; or
    - D. in a parking space designated by the Owners Corporation for disabled parking unless the vehicle displays at all times when parked in that parking space a current parking permit for disabled persons issued by a municipal council
  - (ii) use or permit to be used any part of a Lot designated or designed to be used as a parking space for any purpose which adversely affects any other Lot Owner and/or Occupier;
  - (iii) wash any vehicle on the Land other than in a space allocated for that purpose by the Owners Corporation;
  - (iv) carry out any work or permit to be carried out any work on a vehicle in a parking space or anywhere on Common Property other than minor maintenance and/or

repairs essential to the safe operation of the vehicle (including without limitation replacing or charging car batteries, changing tyres and/or topping up oil or water);

- (v) allow a visitor to park a vehicle in any visitors parking spaces on Common Property for a period exceeding the time stated on visitor parking times signage which may be amended from time to time; or
  - (vi) grant a lease or other right to use a parking space forming part of a Lot to anyone other than another Lot Owner and/or Occupier.
- (b) Subject to Rule 4.2(c), a Lot Owner and/or Occupier must ensure any vehicle parked within a car space belonging to that Lot Owner and/or Occupier is parked wholly within the marked boundaries of that car space, with no part of the vehicle extending beyond the said marked boundaries.
- (c) If a Lot Owner and/or Occupier wishes to park a vehicle which is longer or wider than the dimensions of the car space in which the Lot Owner and/or Occupier proposes to park that vehicle ("**Oversized Vehicle**"), then the Lot Owner and/or Occupier must apply in writing to the Owners Corporation Committee for approval to park in the car space. The Owners Corporation must assess any such application as soon as reasonably practicable, and must not grant authorisation until:
- (i) the applicant Lot Owner and/or Occupier has provided to the Owners Corporation written details of:
    - A. the dimensions and precise location of the car space in which the Lot Owner and/or Occupier proposes to park the Oversized Vehicle; and
    - B. the dimensions of the Oversized Vehicle.
  - (ii) it has made reasonable efforts to contact and hear from any Lot Owner and/or Occupier who will reasonably be affected by such authorisation, including but not limited to any Lot Owner and/or Occupier whose Lot includes a car space adjoining the car space in which the oversized vehicle, if authorised, will or may be parked;
  - (iii) it has determined authorisation will not unduly impact the safe movement of any vehicle and/or person on the Land; and
  - (iv) any other procedures, as may be prescribed from time to time in writing by the Owners Corporation Committee, for determining authorisation of an Oversized Vehicle have been performed.
- (d) If authorisation of an Oversized Vehicle is granted, that authorisation cannot be revoked unless and until:
- (i) the Lot Owner and/or Occupier states in writing to the Owners Corporation Committee that the authorised Oversized Vehicle will no longer be parked on the Land;
  - (ii) the Lot Owner and/or Occupier no longer owns and/or occupies the Lot; or
  - (iii) the Owners Corporation Committee reasonably determines that the Oversized Vehicle poses an undue risk to the safety of any person and/or causes undue inconvenience to any other Lot Owner and/or Occupier, by which the risk of safety and/or cause of inconvenience could not have been reasonably anticipated at the time the Lot Owner and/or Occupier applied for authorisation of the Oversized Vehicle.

- (e) If a vehicle is leaking any fluid and/or is in such poor condition as to represent a risk of harm to any person, Building, Lot or the Common Property, a Lot Owner and/or Occupier must not cause or allow that vehicle to be parked or kept at any time on a Lot or Common Property unless it is for the purpose of immediately performing minor maintenance and/or repairs to halt the fluid leak and/or eliminate the risk of harm to any person, Building, Lot or the Common Property.
- (f) A Lot Owner and/or Occupier must not drive or operate or allow any visitor to drive or operate any vehicle on Common Property:
  - (i) in an unsafe manner; and/or
  - (ii) in excess of any speeds posted on signs on the Common Property by the Owners Corporation and in the absence of any speed signs in excess of 20kph.
- (g) A Lot Owner and/or Occupier must not permit or allow any build up or discharge of any oil or other substance from any vehicle parked on a parking space allocated to that Lot Owner and/or Occupier, and must promptly clean surfaces where oil and other substances from vehicles parked have been left on a parking space.

#### 4.3 **Additional Parking Rules**

- (a) Separate and in addition to the parking rules set out in Rule 4.2, the Owners Corporation Committee may at any time make and/or amend additional rules and decisions pertaining to the parking, use and/or of vehicles on the Land, otherwise known as the “**Additional Parking Rules**”. To the extent that any Additional Parking Rule is inconsistent with Rule 4.2, Rule 4.2 will prevail.
- (b) Additional Parking Rules may, without limitation, include or relate to:
  - (i) the length of time in which a vehicle may remain in any parking space, or other area of the Land, other than a parking space allocated to a Lot Owner and/or Occupier;
  - (ii) the setting, issuing and payment of monetary fines for breach of this Rule 4.2 and/or any Additional Parking Rules;
  - (iii) the removal and/or towing away of any vehicle which has been left in any parking space in breach of this Rule 4.2 and/or any Additional Parking Rule; and/or
  - (iv) the engagement by the Owners Corporation of any person or entity for the purpose of monitoring and/or enforcing this Rule 4.2 and/or the Additional Parking Rules.
- (c) Lot Owners and Occupiers must comply with Rule 4.2 and all Additional Parking Rules. If it is determined by any Australian court of law and/or tribunal that a Lot Owner and/or Occupier has breached Rule 4.2 and/or any Additional Parking Rules, then that Lot Owner and/or Occupier must indemnify the Owners Corporation for all costs reasonably incurred by the Owners Corporation arising out of and/or in connection with the enforcement of Rule 4.2 and/or the Additional Parking Rules.
- (d) Despite anything in these Rules to the contrary, Additional Parking Rules do not take effect and cannot be enforced until two weeks after the first date that a written notice of any such Additional Parking Rules is placed in the mail box for each Lot and displayed at vehicle entry points to all affected car parking areas.
- (e) The Owners Corporation has the power to enforce these Rules and the Additional Parking Rules including but not limited to the removal of any bicycle, vehicle, or thing

which has been parked and/or left in breach of these Rules and/or the Additional Parking Rules.

- (f) An Owner and/or Occupier who parks, leaves or causes to be parked or left any bicycle, vehicle or thing in breach of these Rules and/or the Additional Parking Rules is liable to pay all costs reasonably incurred by:
  - (i) the Owners Corporation in connection with the enforcement of these Rules and/or the Additional Parking Rules, including but not limited to any legal and/or towing costs in connection with removal of the Owner's or Occupier's bicycle, vehicle or thing parked or left in breach of these Rules and/or the Additional Parking Rules; and
  - (ii) any person who suffers loss, damage and/or inconvenience by reason of the Owner and/or Occupier parking, leaving or causing to be parked or left any bicycle, vehicle or thing in breach of these Rules and/or the Additional Parking Rules.

#### 4.4 **Damage to the Common Property**

- (a) A Lot Owner or Occupier must not:
  - (i) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval of the Owners Corporation, which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject; and
  - (ii) mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.
- (b) A Lot Owner and/or Occupier must not without first obtaining a Works Approval, as defined in Rule 5.5:
  - (i) manage, arrange and/or carry out any domestic building work, as defined in the *Domestic Building Contracts Act 1995* (Vic), to any Lot, Common Property, Building and/or any part thereof;
  - (ii) interfere with, alter or modify any Common Property or any of the common services in a Building or the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property or running through a Lot including heating or ventilation systems or associated ducting, pipes, wires or cables or associated ancillary equipment including equipment providing intercom, television, telephone, data or other communication services, power services, water, gas, drainage or sewerage services to the Common Property or a Building or other Lots; or
  - (iii) mark, paint or otherwise damage, deface or alter the Common Property.
- (c) A Lot Owner and/or Occupier must promptly notify the Owners Corporation in writing of:
  - (i) any accident on the Common Property; and
  - (ii) any damage to, or defect in, the Common Property or a Building;which comes to their attention.
- (d) A Lot Owner and/or Occupier must pay to the Owners Corporation Manager, Building Manager and/or the Owners Corporation, on demand:

- (i) any loss, damage, cost, expense and/or reasonable fees incurred by the Owners Corporation Manager, Building Manager and/or the Owners Corporation in rectifying the damage to the Common Property, including legal costs on a solicitor-client basis; and
- (ii) a reasonable estimate of the costs that the Owners Corporation, Building Manager and/or the Owners Corporation Manager may incur or fees the Owners Corporation Manager, Building Manager and/or Owners Corporation may charge the Lot Owner and Occupier on account of those fees or costs;

in respect of:

- (iii) any request made by the Lot Owner and/or Occupier for the Owners Corporation to give an approval;
  - (iv) a breach by the Lot Owner and/or Occupier of the *Act*, the Regulations or the Rules;
  - (v) any damage caused by the Lot Owner and/or Occupier or their invitees to the Common Property; and/or
  - (vi) the Lot Owner and/or Occupier failing to pay, when due, any amount payable to the Owners Corporation.
- (e) The Owners Corporation, Building Manager and the Owners Corporation Manager may only waive their right to demand payment of an amount payable under this Rule 4.4 if the Owners Corporation, Building Manager or the Owners Corporation Manager expressly states in writing that the amount is not and will not be payable.

#### 4.5 **Pets**

- (a) Pets must be registered according to local and state regulations including having certificates for usual vaccinations.
- (b) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, a Lot Owner, Occupier, or a Lot, it must give reasonable notice of this resolution to the Lot Owner or Occupier who is keeping the animal. For the purpose of Rule 4.5(b), the Owners Corporation Committee may at any time produce and amend a policy which deems how and when a pet may be considered a danger or is causing a nuisance to the Common Property, a Lot Owner, Occupier, or a Lot.
- (c) A Lot Owner or Occupier who is keeping an animal that is the subject of a notice under Rule 4.5(b) must remove that animal.
- (d) Rules 4.5(b) and (c) do not apply to an animal that assists a person with an impairment or disability. Upon reasonable request, the Owners Corporation may seek confirmation that an animal assists a Lot Owner or Occupier with an impairment or disability, including but not limited to a medical certificate and/or a statutory declaration from an authorised medical practitioner.
- (e) A Lot Owner or Occupier must control animals on Common Property including leashing or a cage or an equivalent to prevent the loss of control of the pet, dogs or cats.
- (f) If an animal under the control of a Lot Owner or Occupier damages the Common Property (including any soiling), that Lot Owner or Occupier must take reasonable measures to:

- (i) return the affected Common Property substantially to the state prior to the damage including to the state of required health and safety standards; or
  - (ii) immediately inform the Owners Corporation or Building Manager about the damage.
- (g) A Lot Owner and/or Occupier is liable for all costs reasonably incurred by any party arising out of and/or in connection with any damage or inconvenience caused by an animal owned and/or controlled by that Lot Owner and/or Occupier.

#### 4.6 **Recreation Facilities**

- (a) Only a Lot Owner or Occupier are permitted to access and/or use the Recreation Facilities save that any person who is not a Lot Owner or tenant/licensee (i.e. guest) may only use the Recreation Facilities accompanied by a Lot Owner, tenant or licensee.
- (b) A Lot Owner or Occupier must not –
  - (i) permit a child under the age of 16 to enter the Recreation Facilities without adult supervision; or
  - (ii) bring or permit to be brought any animals into the Recreation Facilities.
- (c) The Owners Corporation may, acting reasonably, regulate the use of Recreation Facilities by ordinary resolution including but not limited to:
  - (i) restricting the number of persons who may use the Recreation Facilities at any one time;
  - (ii) limiting the time a person may use the Recreation Facilities in a 24 hour period;
  - (iii) requiring users to undertake an induction or training before using any specialised equipment which requires induction or training to prevent injury or property damage from improper use; or
  - (iv) require the booking of Recreational Facilities.

#### 4.7 **Moving Bulky Items**

A Lot Owner and/or Occupier:

- (a) must notify the Building Manager in writing and make the necessary arrangements with the Manger not less than two clear business days before moving Bulky Items through Common Property;
- (b) must, at his/her/its own cost, comply with the Building Manager's reasonable directions regarding the movement of Bulky Items through Common Property. For example, the Building Manager may direct the Owner or Occupier to install protection for walls, doors or railings or may direct a specific path of travel for movement of Bulky Items;
- (c) must not prop open any security doors or automatic door closing devices when moving Bulky Items through Common Property unless the Building Manager has provided prior written consent and then only in accordance with any reasonable conditions the Building Manager sets in that regard; and
- (d) must reimburse to the Owners Corporation on demand all costs the Owners Corporation reasonably incurs for the purpose of protecting the Common Property and/or as a result of any damage caused to Common Property by the movement of

Bulky Items through Common Property by an owner and/or Occupier or by anyone on their behalf.

## 5. **Use of Lots**

### 5.1 ***Infestation***

- (a) A Lot Owner and/or Occupier must take all reasonable steps at his/her/its expense to ensure that the Lot does not become infested by pests.
- (b) If a Lot Owner and/or Occupier is aware that the Lot has a pest infestation, then the Lot Owner and/or Occupier must immediately take all reasonable steps at his/her/its expense to eliminate any pest infestation from the Lot.
- (c) If a Lot Owner and/or Occupier is aware that a pest infestation within the Lot has spread to any other Lot and/or the Common Property, the Lot Owner and/or Occupier must take all reasonable steps to eliminate the same and must notify the affected owner(s).
- (d) A Lot Owner and/or Occupier must immediately notify the Owners Corporation once becoming aware of a pest infestation anywhere at the Property that may affect another Lot or the Common Property.

### 5.2 ***Cleanliness and Condition***

- (a) A Lot Owner and/or Occupier must, at his/her/its own expense, keep the Lot clean and in good repair and condition including any balcony, window blinds, awnings and other things visible and/or could otherwise be smelled from outside the Lot and which a Lot Owner and/or Occupier may be permitted at anytime to keep or install on a Lot.
- (b) For the avoidance of doubt, a Lot Owner and/or Occupier must ensure any foul-smelling items, waste and/or garbage are stored in such a way as they cannot be seen or smelled from outside of the Lot in which they are stored.
- (c) No object (including but not limited to flower pots, cups and glassware) may be placed on the balcony and/or balcony balustrade of any Lot, where it is possible for it to fall or be blown away from the balcony, without the prior written approval of the Owners Corporation. Any loss, damage and/or inconvenience caused by an object which falls from a balcony and/or balcony balustrade is the sole responsibility of the Lot Owner and/or Occupier from whose balcony the object fell, and that Lot Owner and/or Occupier must indemnify any party who has suffered such loss, damage and/or inconvenience for all costs arising out of and/or in connection with same, including but not limited to legal costs.
- (d) Any loss, damage and/or inconvenience caused by an object which is dropped, falls and/or is blown from one Lot to another and/or to Common Property is the sole responsibility of the Lot Owner and/or Occupier from whose balcony the object was dropped, fell and/or was blown, and that Lot Owner and/or Occupier must indemnify any party who has suffered such loss, damage and/or inconvenience for all costs arising out of and/or in connection with same, including but not limited to legal costs.
- (e) As far as reasonably practicable, clothes drying racks may only be kept on balconies when in use, for the purpose of drying clothes.

### 5.3 ***Appearance and Interference***

- (a) A Lot Owner and/or Occupier must not without first obtaining the prior written approval of the Owners Corporation:

- (i) maintain inside a Lot anything visible from outside that Lot that is not in keeping with the rest of the Building in which the Lot is located;
  - (ii) display inside or attached to a Lot any offensive material which is visible from outside of that Lot, including but not limited to any material which uses words or pictures of a sexual, violent, discriminatory and/or obscene nature;
  - (iii) operate on a Lot any device or electronic equipment which interferes with any device or electronic equipment lawfully in use on the Common Property or another Lot; and/or
  - (iv) install or permit to be installed in a Lot of any window furniture visible from outside the Lot other than cream in colour, including but not limited to newspaper and aluminium foil.
- (b) A Lot Owner and/or Occupier must not:
- (i) place any washing, towel or other article on the Common Property or on a Lot (including over the balcony and/or fence) so as to be visible from the Common Property or from outside of the Building in which the Lot is located; and / or
  - (ii) throw any rubbish, cigarette butts, cigarette ash and/or any other items of any nature onto the Common Property or another Lot.

#### 5.4 **Works or Modifications**

- (a) A Lot Owner and/or Occupier must obtain a Works Approval as described by Rule 5.5 and must follow the La Scala Renovation / Works Guidelines (being **Attachment 1** to the Rules) prior to, in the course of performing, and upon completion of any building work to an interior and/or exterior area of a Lot.
- (b) Without limiting Rule 5.4(a) above:
- (i) a Lot Owner and/or Occupier must not without first obtaining the prior written approval of the Owners Corporation in accordance with Rules 5.3 and 5.5:
    - A. make any alterations to the exterior of a Lot or to any structural or load bearing part of a Lot;
    - B. attach to or hang from the exterior of a Lot (including the roof) any aerial, wires, pipe, conduit, screen or other thing;
    - C. install any air conditioning unit on the Common Property or in a Lot other than in a place nominated by the Owners Corporation;
    - D. install on a Lot any security door, washing line, door flyscreen, shade cloths, coverings, blinds, screens or awnings;
    - E. paint, finish or otherwise alter the external façade of a Building;
    - F. change the colour or tint of any window in a Lot;
    - G. make any modifications to any services or systems in a Lot connected to other Lots or Common Property when the modification may affect the operation of those services or systems in other Lots or on Common Property; or

- H. install on the exterior of a Lot any safety device to protect the Lot against intruders or a screen or barrier to protect the entry of animals or insects.
- (ii) a Lot Owner and/or Occupier must not make any alterations to the exterior of a Lot or to any structural or load bearing part of a lot without first obtaining written approval from the Owners Corporation.
- (iii) a Lot Owner and/or Occupier must not make any alterations or renovate the exterior appearance of a lot which will have the effect of a decrease in the market value of any other Lot as a result of those works. If the Owners Corporation considers it necessary, the Lot Owner and/or Occupier proposing the works must submit a valuation from a reputable valuer to confirm that the value of other Lots will not decrease as a result of the proposed works.
- (iv) in connection with works approved under Rule 5.4, a Lot Owner and/or Occupier must:
  - A. carry out those works in accordance with the requirements of all applicable laws;
  - B. carry out those works in accordance with the lawful requirements of all authorities who have jurisdiction over the works or the Lot;
  - C. complete the works promptly once they have been started;
  - D. carry out the works in a proper tradesman like manner; and
  - E. carry out the works in accordance with the conditions set by the Owners Corporation in connection with its approval of the works, including but without limitation any conditions set regarding the hours between which those works may be carried out.
- (v) A Lot Owner and/or Occupier must, on completion of works referred to in Rule 5.4, must promptly give to the Owners Corporation:
  - A. copies of all occupancy permits, certificates of final inspection and any other relevant certificate and/or permit which should be issued in respect of those works in accordance with any law; and
  - B. one set of as-built plans in respect of those works.
- (vi) An approval under Rule 5.4 may state that approval will lapse after a period of time and may specify conditions to which the approval is subject.
- (c) The La Scala Renovation / Works Guidelines at **Attachment 1** are to be read in harmony with Rule 5.4(b). If there is any inconsistency between the La Scala Renovation / Works Guidelines and Rule 5.4(b) and/or any other Rule(s), then the terms of the La Scala Renovation / Works Guidelines shall prevail to the extent of any such inconsistency. The Guidelines are deemed to form part of these Rules.

## 5.5 **Works Approval**

### Works Request

- (a) If a Lot Owner and/or Occupier wishes to manage, arrange and/or carry out any domestic building work to a Lot, as defined in the *Domestic Building Contracts Act 1995* (Vic), then a request by a Lot Owner and/or Occupier for a Works Approval for that domestic building work ("**Works Request**") must be made in writing to the Owners

Corporation Committee and must include all documents required to be given for approval under the La Scala Renovation / Works Guidelines at **Attachment 1** of the Rules and, upon written request by the Owners Corporation Committee any of the following additional documents and/or information:

- (i) copies of full plans, specifications and engineering computations relating to the proposed works;
  - (ii) copies of all planning and building permits required by law to be held in respect of those works;
  - (iii) (if reasonably practicable) the name and contact details of each builder, contractor and/or tradesperson whom the Lot Owner and/or Occupier proposes is to carry out the relevant works. The name and contact details are not required for any person and/or entity acting in the capacity of an agent, employee or subcontractor of a person or entity whom the Lot Owner and/or Occupier will engage or has already engaged to perform the work the subject of the relevant Work Approval;
  - (iv) (if applicable) a dilapidation survey of all the neighbouring Lots and Common Property, including without limitation an assessment of the likely impact of undertaking and completing the works; and
  - (v) all other information or materials reasonably required by the Owners Corporation Committee including any valuation required under Rule 5.4 (b) (iii).
- (b) The Owners Corporation may advise a Lot Owner and/or Lot Occupier in writing that it does not require some or all of the information specified in the La Scala Renovation / Works Guidelines at **Attachment 1** of the Rules.

Procedure for assessing Works Request

- (c) Upon receipt of a Works Request, the Owners Corporation Committee must promptly, within 21 calendar days, determine whether the works which are the subject of the Works Request (“**Proposed Works**”) will alter the external appearance of the relevant Lot. Failure by the Owners Corporation to determine whether the Proposed Works will alter the external appearance of the relevant Lot will result in there being a deemed determination by the Owners Corporation that the Proposed Works will not alter the external appearance of the relevant Lot.
- (d) If the Owners Corporation Committee determines the Proposed Works will not alter the external appearance of the relevant Lot (or it is deemed to be determined that the Proposed Works will not alter the external appearance of the relevant Lot), then the Owners Corporation Committee must within 21 calendar days of that determination:
  - (i) grant or refuse the Works Approval; and
  - (ii) if it refuses the Works Approval, provide written reasons to the relevant Lot Owner and/or Occupier for the refusal.
- (e) If the Owners Corporation Committee determines the Proposed Works will alter the external appearance of the relevant Lot, then the following procedure applies:
  - (i) within seven (7) calendar days of making that determination, the Owners Corporation Committee must provide:
    - A. a written notice of that determination (including reasons) to the relevant Lot Owner and/or Occupier; and

- B. a full copy of the Works Request, together with any further information/documents provided by the Lot Owner and/or Occupier in respect of same, to the Owners Corporation Committee;
- (ii) the Owners Corporation Committee must promptly (and in any case, within 21 calendar days of receiving a full copy of the Works Request, together with any further information / documents provided by the Lot Owner and/or Occupier in respect of same) give a written notice to the relevant Lot Owner and/or Occupier of its determination (including reasons) as to whether the Proposed Work is acceptable.
  - (iii) If the Owners Corporation Committee fails to give written notice of its determination within the required time (within 21 calendar days of receiving a full copy of the Works Request, together with any further information / documents provided by the Lot Owner and/or Occupier in respect of same) then the Owners Corporation Committee will be deemed to determine that the Proposed Works altering the external appearance of the relevant Lot are acceptable;
  - (iv) Within 21 days upon receipt of the Owners Corporation Committee's written notice or deemed determination, the Owners Corporation Committee must promptly:
    - A. grant or refuse the Works Approval; and
    - B. if it refuses the Works Approval, provide written reasons to the relevant Lot Owner and/or Occupier for the refusal.
  - (f) If the Owners Corporation Committee fails to grant or refuse the Works Approval within the required time, as set out in Rules 5.5(c), (d) and (e), the Works Request is deemed to be granted.
  - (g) At any time in the course of assessing the Works Request, the Owners Corporation Committee may:
    - (i) require the Lot Owner and/or Occupier to provide the Owners Corporation with further information that the Owners Corporation Committee considers reasonably necessary; and/or
    - (ii) require the Lot Owner and/or Occupier to provide the contractors risks insurance policies or any other form of insurances with respect to the proposed works.

Works Approval

- (h) Except in the case of a deemed Works Approval under Rule 5.5, a Works Approval will not be regarded as given unless it is in writing and expressly:
  - (i) states that it is a Works Approval given under Rule 5.5;
  - (ii) describes the works to which it applies, including but not limited to any specific limitation(s);
  - (iii) states a period for which the approval is granted (if any); and
  - (iv) specifies the conditions to which the approval is subject (if any).

### Performance of Work the subject of Works Approval

- (i) For any Requested Works which are the subject of a Works Approval, the relevant Lot Owner and/or Occupier must:
  - (i) carry out those works strictly in accordance with the requirements of all applicable laws;
  - (ii) complete the works promptly once they have been started;
  - (iii) carry out the works in a proper tradesman-like manner;
  - (iv) carry out the works in accordance with the conditions set by the Owners Corporation Committee in connection with its approval of the works including any conditions set regarding the hours between which those works may be carried out;
  - (v) provide copies to the Owners Corporation Committee of any insurance policies that the Lot Owner and/or Occupier must take out; and
  - (vi) ensure at all times that such approved works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Lot Owners and/or Occupiers or others lawfully using Common Property.
  
- (j) For any Requested Works which are the subject of a Works Approval, the Lot Owner and/or Occupier must ensure that they and their employees, agents and contractors undertaking works observe the following restrictions in respect of the works:
  - (i) scaffolding must not be erected on the Common Property unless expressly permitted in the relevant Works Approval;
  - (ii) the Common Property must at all times be maintained in a clean, tidy and safe state;
  - (iii) any construction vehicles and construction workers' vehicles associated with the Works Approval may only be left in:
    - A. the car parking space(s) comprising part of the relevant Lot in respect of which the approved works are to be performed; and/or
    - B. visitor car parking spaces, provided the Building Manager has given written approval of the number of visitor car parking spaces as may be occupied by such vehicles on a certain date and/or between certain dates;
  - (iv) except in cases of emergency (including but not limited to circumstances in which damage is being, or may be caused to the Common Property and/or a Lot), construction work of any nature may only be performed within the hours of 9:00 am to 5:00 pm on weekdays between Monday to Friday (inclusive), and excludes all Federal and Victorian public holidays.
  - (v) for clarity and without limiting Rule 5.5(h)(iv), hammer drills or jack hammers and/or other equipment that may make noise or generate vibrations or cause other disturbance must not be used on weekends or public holidays or between the hours of 5:00 pm to 9:00 am on weekdays between Monday to Friday (inclusive), and excludes all Federal and Victorian public holidays; and

- (vi) appropriate barriers or hoardings must be erected around the works site for the safety of Lot Owners and Occupiers and visitors to a Building.
- (k) A Lot Owner and an Occupier, on completion of the Works Approval referred to in Rule 5.5, must promptly give to the Owners Corporation:
  - (i) copies of all occupancy permits, certificates of final inspection and any other relevant certificate and/or permit which should be issued in respect of those works in accordance with any law; and
  - (ii) one set of as-built plans in respect of the Works Approval.
- (l) Subject to Rule 5.5(j), the Owners Corporation may require the Lot Owner and/or Occupier whose Proposed Works have been approved under Rule 5.5 to pay a reasonable amount to the Owners Corporation Committee to be held as security by the Owners Corporation for the performance of the Works Approval. The Owners Corporation Committee may determine when security is to be provided by and returned to a Lot Owner and/or Occupier, the amount of security to be provided, and the circumstances in which the Owners Corporation may have recourse to the security.

#### Changes to Proposed Works

- (m) If a Lot Owner and/or Occupier wishes to vary Proposed Works after a Works Approval is given in respect of those Proposed Works ("**Proposed Variation**"), then:
  - (i) before the Proposed Variation is performed, the Lot Owner and/or Occupier must provide in writing to the Owners Corporation Committee all details of the Proposed Variation as reasonably necessary for the Owners Corporation Committee to determine whether to approve the Proposed Variation; and
  - (ii) within 21 days of receiving the details of the Proposed Variation, the Owners Corporation Committee must determine whether the Proposed Variation is acceptable and notify the Lot Owner and/or Occupier of that determination in writing (including reasons). If the Owners Corporation Committee fails to make a determination within the required time the Proposed Variation shall be deemed to be approved by the Owners Corporation Committee.
- (n) If a Lot Owner and/or Occupier performs a Proposed Variation (or any part thereof) without receiving actual and/or deemed written approval of the Owners Corporation Committee in accordance with Rule 5.5(m), the Owners Corporation Committee may require the Lot Owner and/or Occupier to, within a reasonable time, return its Lot to the condition it would have been in had the Proposed Variation not been performed, with all associated fees, costs and expenses to be borne by the Lot Owner and/or Occupier.

#### Extension of Time for Determination

- (o) The Owners Corporation Committee may extend the time by which it is required to make any determination under Rule 5.5 by a reasonable amount, provided that the reason and length of the extension are both reasonable. Any such extension shall only be valid if the Lot Owner and/or Occupier is notified in writing of the extension (including reasons) before the date by which the Owners Corporation would otherwise have been required to make its determination.

By way of example only: if the Owners Corporation reasonably require the advice of an expert to determine whether Proposed Works are acceptable, and the task of seeking, awaiting and considering the expert's advice would otherwise prevent a determination from being made for two weeks after the date by which that determination would have been due in the ordinary course, then it would be reasonable to extend the date by which the Owners Corporation must make its determination by two weeks.

## Government mandated lockdowns

- (p) Any approval for works given is subject to this Rule 5.5. Unless the Owners Corporation provides consent for works to continue, any works or renovations which emit noise which can be heard from outside of the Lot or within other Lots must be suspended and cease during any period of Government mandated lockdown affecting the Land whether or not the restrictions imposed by the Government prohibit works or renovations to continue. A lockdown for the purpose of this Rule 5.5 only includes a lockdown which applies generally to residents of the Land (without reference to specific occupation related exemptions or 'permitted workers') where residents are: confined to their Lot other than for a period of up to 2 hours a day; or are not generally able to attend work places and/or schools (disregarding any Government stated exempt or permitted industries).

## 5.6 **Fire Prevention**

- (a) A Lot Owner and/or Occupier must not store (nor permit to be stored) on their Lot's balcony flammable items (excluding a reasonable amount of clothing and/or paper) or substances, except where those items or substances are kept in a container designed for their safe storage (for example *only*: a barbeque gas bottle).
- (b) At the time that any electrical or gas appliance is used on a Lot balcony, there must be:
  - (i) an operational fire extinguisher that is immediately available to, and can be quickly retrieved by the relevant Lot Owner and/or Occupier; and/or
  - (ii) at least one operational fire sprinkler in the balcony area which is reasonably capable of projecting water onto and/or around the electrical or gas appliance.
- (c) Other than electrical and gas barbeques, no other open fire pit or smoke-producing devices are permitted on Lot balconies.
- (d) In the event that the Owners Corporation and/or any individual (person or entity) suffers loss or damage by reason of a Lot Owner and/or Occupier failing to abide by Rule 5.6, that Lot Owner and/or Occupier shall be liable to indemnify the Owners Corporation and/or that individual for all costs arising out of and/or in connection with that loss or damage, including but not limited to legal costs.
- (e) The Owners Corporation Committee may, from time to time, publish a policy document (a copy of which is available upon request from the Owners Corporation Manager) in which the Owners Corporation Committee may give reasonable directions to Lot Owners and/or Occupiers on matters of fire safety and fire prevention. A Lot Owner and/or Occupier must comply with all reasonable directions contained in the policy document as soon as reasonably practicable, conditional upon a copy of the policy document having been made available (in hardcopy and/or electronic format) to that Lot Owner and/or Occupier.

## 6. **Behaviour of persons**

### 6.1 **Behaviour of Lot Owners, Occupiers and Other Persons on Common Property**

- (a) A Lot Owner and/or Occupier must take all reasonable steps to ensure that they and any guests comply with the Rules and do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use a lot or the Common Property.
- (b) To be effective from 1 December 2021:

- (i) If a guest to a Lot breaches the Rules, the Occupier of the Lot and the guest are jointly and severally liable for satisfying any penalty or compensation payable as a consequence of the guest's breach to the Owners Corporation.
- (ii) By operation of the Act an Occupier is not liable for a guest's breach, if the Occupier of the Lot provides the guest with a copy of the Rules.
- (iii) Rule 6.1 (b) (ii) shall not apply in respect to a short-stay occupant under Section 159D of the Act or the operation of Section 169H of the Act.

## 6.2 **Noise and Other Nuisance Control**

- (a) A Lot Owner and/or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any Lot and/or Common Property by any other Lot Owner, and/or Occupier.
- (b) Rule 6.2(a) does not apply to any noise if the Owners Corporation Committee has given prior written approval for the activity from which that noise comes.
- (c) A Lot Owner and/or Occupier must not make noise that can be heard outside of the Lot between the hours of 10.00 pm and 8.00 am, without the prior written approval of the Owners Corporation Committee.
- (d) A Lot Owner and/or Occupier must not throw any item, or allow any item to be thrown, from a window or balcony.
- (e) If the Owners Corporation Committee reasonably resolves that an item is a hazard, is causing a nuisance to a Lot or the Common Property or is damaging the appearance of the Common Property, it must give written notice of this resolution to the Lot Owner or Occupier who is keeping the item.
- (f) A Lot Owner and/or Occupier who owns the item that is the subject of a notice under Rule 6.2(e) must, as soon as practicable, take reasonable steps to comply with that notice, including but not limited to removing and/or dealing with the item so that it is no longer a hazard, does not cause a nuisance to a Lot or the Common Property and/or no longer damages the appearance of the Common Property.
- (g) A Lot Owner and/or Occupier must not, within their Lot use power tools or other mechanical equipment audible from outside the Lot between 6.00 pm and 9.00 am.
- (h) Without limiting the Rules, a Lot Owner and/or Occupier must at all times abide by *Environment Protection Act 1970 (Vic)* and the "Noise control guidelines" (Publication number 1254.1) as published and updated from time to time by the Environment Protection Authority Victoria.

## 7. **Dispute Resolution**

### 7.1 **Definitions**

For the purposes of Rule 7:

- Grievance Procedure** The grievance procedure set out in Rule 7 applies to a Dispute involving an Owner, a Manager, or an Occupier or the Owners Corporation about an alleged breach of the Rules.
- Complainant** means any party bound or affected by the Rules who has a Dispute against a Respondent.
- Respondent** means any party bound or affected by the Rules against whom a Complainant has a Dispute.

**Dispute** means a grievance or dispute of any kind between a Complainant and Respondent.

## 7.2 ***Informal Dispute Resolution***

It is strongly encouraged that prior to engaging in the grievance procedure set out in Rule 7.3 below, the Complainant shall raise the Dispute directly with the Respondent informally, in a discreet manner (either by themselves or by a person/entity acting on their behalf). The Building Manager or Owners Corporation Manager may support this process by facilitating contact between the parties and / or recording any agreement that either party requests to be recorded.

## 7.3 ***The Grievance Procedure***

- (a) If a Complainant considers that it is not possible, comfortable and/or constructive to engage directly with the Respondent, or direct contact has not produced a resolution, the Complainant may make a complaint against the Respondent.
- (b) The Complainant wishing to make a complaint against the Respondent must prepare a written statement in the approved form and provide it to the Owners Corporation Manager who will provide it to the Committee of the Owners Corporation.
- (c) On receipt of a written complaint, the Committee and/or Sub-Committee of the Owners Corporation must consider it and may request further information or evidence from the Complainant if necessary. If a majority of the Committee decides the complaint provides sufficient information or evidence that any of the Rules have been breached by an Owner, Occupier, or Manager, the Committee is to send a written invitation to the Complainant and the person(s) about whom the complaint is made to attend a meeting with the Committee to resolve the complaint at a scheduled date and time. The written invitation must give at least 14 working days' notice of the scheduled meeting.
- (d) A party to the dispute may appoint a person to act or appear on his/her/its behalf at the meeting.
- (e) If the person the subject of the complaint declines to attend, or does not attend the scheduled meeting, or the dispute is not resolved at the meeting, then the Committee must notify each party of his/her/its right to take further action under Part 10 of the *Act*.
- (f) This process is separate from and does not limit any further action under Part 10 of the *Act*.

## 8. **Compliance with Part 7 of the Owners Corporation Act 2006 (Vic)**

### 8.1 ***Unaffected obligations of Lot Owners and/or Occupiers***

Nothing in the Rules affects the obligation of a Lot Owner and/or Occupier to comply with the *Act*, including but not limited to Part 7 of the *Act*, which outlines the duties and rights of Lot Owners and/or Occupiers.

### 8.2 ***Breach of the Rules***

- (a) If a party bound by the Rules causes, by reason of a breach of the Rules, any loss and/or damage to any other party, then the party who caused that loss and/or damage must immediately pay to (and keep indemnified) the party who suffered that loss and/or damage the reasonable costs arising out of and/or in connection with that loss and/or damage, including but not limited to legal costs.
- (b) For the avoidance of doubt, in the event that an Owners Corporation incurs costs of any nature arising out of and/or in connection with a party's breach of the Rules

(including but not limited to any legal and/or other costs to enforce or make good a breach of the Rules), then the party in breach of the Rules must immediately pay all such costs to the Owners Corporation.

## 9. **Administrative Matters**

### 9.1 **Lot Owner and/or Occupier contact details and mail**

- (a) Each Lot Owner and/or Occupier must advise the Owners Corporation of:
  - (i) the private address of the Lot Owner and/or Occupier (or if the Lot Owner and/or Occupier is a company, it's registered office);
  - (ii) the telephone number of the Lot Owner and/or Occupier;
  - (iii) the email address of the Lot Owner and/or Occupier;
- (b) Each Lot Owner and/or Occupier must inform the Owners Corporation of any change in their details given under Rule 9(a) in accordance with sections 134 and 135 of the *Act*:
  - (i) A Lot Owner who sells a Lot must advise the Owners Corporation within one month of the completion of the contract;
  - (ii) A person who acquires a Lot must advise the Owners Corporation within one month of the completion of the contract.
  - (iii) A Lot Owner who does not occupy the Lot or who will be absent from the Lot for more than three (3) months must advise the Owners Corporation of the Lot Owner's mailing address in Australia for service of notices and any changes to it as soon as possible.
- (c) A Lot Owner and/or Occupier must ensure that the mailbox for their relevant Lot is regularly cleared. If the mailbox is not regularly cleared, a Lot Owner and/or Occupier must allow the Owners Corporation or the Building Manager to clear the mailbox. Mail cleared in this manner must be retained for a period of one (1) year and the reasonable cost to clear and retain mail under Rule 9 shall be the liability of the Lot Owner and/or Occupier.

### 9.2 **Lot Owner who does not Occupy the Lot**

- (a) A Lot Owner who is not also a Lot Occupier must:
  - (i) respond (if reasonably required) to any correspondence received from the Building Manager, Owners Corporation Manager and/or Owners Corporation Committee within 14 days of receipt of that correspondence, failing which the Lot Owner will be liable for reasonable administrative costs incurred by the Building Manager, Owners Corporation Manager and/or Owners Corporation in order to obtain the reasonably required response;
  - (ii) provide the Owners Corporation the name, phone number and email address of the Lot Occupier prior to that Lot Occupier becoming a Lot Occupier of that Lot;
  - (iii) provide the Owners Corporation the name, phone number and email address of any person and/or entity managing the Lot for and/or on behalf of the Lot Owner, including but not limited to any leasing agent;

- (iv) ensure any person and/or entity managing the Lot for and/or on behalf of the Lot Owner (including but not limited to any leasing or sales agent) does not place any exhibit or advertising sign or board at the entry way to the Lot, the Building, or the Common Property without the prior written approval of the Owners Corporation;
- (v) incorporate the Rules in any lease, license or other occupancy agreement granted over the Lot;
- (vi) provide a copy of these Rules to the Lot Occupier of its Lot as soon as reasonably practicable.

### **9.3 Air Conditioning System**

Each Lot Owner and Occupier is responsible for the cost of repairing and maintaining the air-conditioning system within that Lot Owner or Occupier's Lot and services that Lot exclusively.

### **9.4 Access to cleaning apparatus and Common Property**

- (a) A Lot Owner must ensure that an Occupier of the Owner's Lot (or the Owner themselves if they are the Occupier) will at reasonable times and on at least seven (7) days' prior written notice, allow the Owners Corporation and the Building Manager and their employees, agents and contractors access through its Lot to conduct cleaning and maintenance of the Common Property.
- (b) The Owners Corporation, the Building Manager, the Owners Corporation Manager and all the employees, agents and contractors of the aforementioned parties in carrying out the cleaning and maintenance of Common Property may:
  - (i) enter the Lot Owner or Occupier's Lot (including any balcony); and
  - (ii) bring anything reasonably required for the purpose of cleaning and maintaining the Common Property onto the Lot or the balcony; and
  - (iii) enter the cleaning apparatus from the window or the balcony of the Lot for the purposes of cleaning and maintaining the Common Property; 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 and/or the Common Property.
- (c) The Lot Owner and/or Occupier must not interfere in any way with the cleaning apparatus.
- (d) The Owners Corporation, the Building Manager and its employees, agents and contractors will ensure as little inconvenience to the Lot Owner and/or Occupier as possible, when conducting the cleaning and maintenance of the Common Property.

### **9.5 Recovery of outstanding fees and other money due to the Owners Corporation**

- (a) The Owners Corporation shall take all reasonable steps necessary for the recovery of outstanding fees, levies and other charges due by any Member to the Owners Corporation, including but not limited to, commencing proceedings in the Victorian Civil and Administrative Tribunal, the Magistrates' Court of Victoria or in another relevant jurisdiction.
- (b) Rule 9.5 does not detract in any way from the power of the Owners Corporation to make an application to the Victorian Civil and Administrative Tribunal under Part 11 of the *Act* or to any other Court as permitted by the *Act* to recover fees and charges and other money or to enforce the Rules of the Owners Corporation.

- (c) All costs and expenses incurred by the Owners Corporation arising out of a breach of the *Act*, the Regulations or the Rules by a Lot Owner or Occupier, will be payable by Lot Owner or Occupier in default or breach. The costs, charges and expenses shall be due and payable as a debt by the Lot Owner or Occupier in default or breach to the Owners Corporation on an indemnity basis.

#### 9.6 **Penalty Interest**

- (a) Subject to an ordinary resolution being passed at each Annual General Meeting, a member must pay to the Owners Corporation on demand, interest at a rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rate Act 1983* (Vic), as amended from time to time, on any money payable by the member to the Owners Corporation, including Owners Corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due and payable.

#### 9.7 **Directions by Owners Corporation**

- (a) All parties bound by the Rules agree to obey all reasonable directions given by the Owners Corporation, the Owners Corporation Manager and the Building Manager in relation to the Common Property including, but not limited to:
  - (i) the carriage of goods or furniture;
  - (ii) the use of services; and
  - (iii) the use of any tobacco products (as may be set out in a policy document prepared by, for and/or on behalf of the Owners Corporation).

## Attachment 1 – La Scala Renovation / Works Guidelines

### **PURPOSE FOR THE POLICY:**

The purpose of this policy is to ensure unanticipated impacts on neighbours are identified and avoided before work is commenced. This La Scala Renovation / Works Guidelines is to be read in conjunction with Rules 5.4 and 5.5 of the Registered Rules for Owners Corporation 5 Plan No. PS625919E. If there is any inconsistency between the La Scala Renovation / Works Guidelines and the Registered Rules, then the terms of the La Scala Renovation / Works Guidelines shall prevail to the extent of any such inconsistency.

### **BEFORE YOU START:**

1. A Lot Owner must:
  - a. Identify whether a Council Planning or Building Permit is required before commencing works to his/her/its Lot. Information on permit conditions can be obtained by contacting Maribyrnong City Council (“**the Council**”).
  - b. Once you have secured all relevant permits or secured confirmation from the Council that a permit is not required, and before the commencement of any Lot renovation works, the Lot Owner must secure authorisation in writing from the Owners Corporation.
2. To secure approval, the Owners Corporation require:
  - a. Details of all proposed alterations/renovations of the Lot, showing the existing floor plan and the proposed amended floor plan of the Lot, including but not limited to all plans and specifications relating to the proposed renovation works. All changes to Lots must meet the relevant minimum Australian Standard and should this minimum standard not be attained, the onus will be on the Lot Owner to rectify to at least the minimum Australian Standard;
  - b. Copy of Council Planning and/or Building Permits, or written acknowledgement from Council stating that a permit is not required;
  - c. Engineer's computations (if structural changes are being made);
  - d. Estimated time for the works to be completed; and
  - e. Copy of legal liability insurance held by contractors/tradesmen.
3. If the proposed works affect more than one Owners Corporation, then each Owners Corporation must approve the proposed works. For example, if the proposed renovation works affect both common property 1 and common property 2, then both Owners Corporation 1 and Owners Corporation 2 must approve the works separately.
4. The relevant Owners Corporations (through its Committee and/or Manager) to which the proposed renovation works affect, may recommend and approve the proposed works subject to conditions.
5. It is the responsibility of the Lot Owner requesting to make alterations to the Lot to ensure that upon completion of the renovation works, the Lot does not result in unacceptable noise levels that might disturb neighbouring apartments. For example, a wooden floor resulting in footstep and other noise being heard in other apartments. For this reason, it is strongly advised that Lot Owners employ an accredited acoustic engineer to certify that the intended flooring products and methods of installation for floorboards, tiles etc. meet or exceed the minimum Australian Standards required. A copy of these certificates should be sent to the Owners Corporation to be held on file.

6. The Lot Owner requesting to make the alterations should also be aware that any Owners Corporations' approval of the proposed renovation works does not remove the right of other Lot Owners at the Property to require the Lot Owner to rectify any unacceptable noise issue, which if unresolved may lead to the matter going to the Victorian Civil and Administrative Tribunal or in another relevant jurisdiction and result in orders to eliminate the noise issue.

#### **ONCE YOU HAVE APPROVAL:**

1. Once authorisation has been secured from any relevant Owners Corporation, and before works commence, the Lot Owner must contact the Owners Corporation Manager (the current email address is: [info@melcorpstrata.com.au](mailto:info@melcorpstrata.com.au)) and ensure his/her/its contractors are aware of the following requirements:
  - a. Contractors who are carrying out specialised works must ensure all procedures and OH&S regulations are followed whilst on site.
  - b. All contractors needing to bring materials to and from apartment must book the Lift in advance and ensure covers will be placed up to prevent damage. Bookings must be made with at least 24 hours advance notice.
  - c. All Contractors must advise the Owners Corporation Manager if any work being carried out may cause fire alarm activation. If so isolation of smoke detectors will be required at the cost of the Lot Owner undertaking the renovation works.
  - d. Isolation of smoke detectors must be completed by the Building's accredited fire services provider.

#### **WHILE WORKS ARE IN PROGRESS:**

1. Access to the Lot for contractors is the responsibility of the Lot Owner.
2. Building works cannot commence before 9.00 am or continue beyond 5.00 pm.
3. No building works of any nature can be undertaken on weekends or on federal or state public holidays.
4. No materials or debris is to be left, stored or placed on and/or in any common property areas of the building at any time, this includes the car park.
5. All common property areas affected including the balconies, main entrance foyers, lifts, stairs and car park must be cleaned daily at the owners expense.
6. Contractors are responsible for removing and disposing of any rubbish/building materials and leaving all access areas used clean and tidy. Any costs for cleaning or removing of rubbish not removed by contractors will be invoiced to the apartment owner.
7. Contractors must not use the rubbish chute for disposal of debris or construction material.
8. Scaffolding must not be erected on the common property or the exterior of the building.
9. Construction vehicles and construction workers' vehicles must not be brought into or parked on the common property, unless prior written permission is given by the Owners Corporation.

#### **AT COMPLETION:**

1. At completion, photos to be sent to Owners Corporation management who may request an inspection, to ensure work done as approved. Reviews shall be summarised for Responsible Owners Corporation for final endorsement. Any disputes will be resolved by the responsible Owners Corporation.

2. Be aware that failure to comply may result in Owners Corporation requiring compensatory work to be conducted or the work to be reversed at the discretion of the responsible Owners Corporation committee.
3. Owners Corporation Management will maintain a record of work conducted, any conditions and record of review conducted at end of work.