

## Owners Corporation Consolidated Rules

### ROI – P.S. 620160U

#### MODEL RULES FOR AN OWNERS CORPORATION

#### **1 Health, safety and security**

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

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

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

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

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

##### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

#### **2 Management and administration**

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

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

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

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

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

#### **3 Use of common property**

##### **3.1 Use of common property**

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

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

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

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

- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### **3.2 Vehicles and parking on common property**

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

### **3.3 Damage to common property**

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **4 Lots**

### **4.1 Change of use of lots**

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

#### **Example**

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

## **5 Behaviour of persons**

### **5.1 Behaviour of owners, occupiers and invitees on common property**

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

### **5.2 Noise and other nuisance control**

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **6 Dispute resolution**

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

## 1. DEFINITIONS

### 1.1 In these rules:

**Act** means the Subdivision Act 1988 and Owners Corporation Act 2006.

**Art Space** means a space on the Common Property as determined by the Art Space Subcommittee from time to time pursuant to Rule 19 for the display of the Art Space Prize Winner

**Art Space Subcommittee** means the committee appointed pursuant to Rule 19.

**Art Space Prize** means the prize to be awarded by the Art Space Subcommittee pursuant to Rule 19.

**Art Space Prize Winner** means the work of art which has been awarded the Art Space Prize pursuant to Rule 19.

**Building** means the building constructed on the Land.

**Building Manager** means the person employed by the Owners Corporation to act caretaker of the Building.

**Car Park** means the area including Common Property and Lots generally set aside for parking cars, motorbikes and bicycles.

**Car Space** means a Lot or part of a Lot which is located in the Car Park and which is intended to be used for the parking of motor vehicles.

**Common Facilities** means the facilities located upon the Common Property for the use and enjoyment of the Occupiers and Members, subject to any restrictions.

**Common Property** means any common property described on the Plan of Subdivision.

**Developer** means Rare City Acre Pty Ltd ACN 127 593 748.

**Development** means all the land and improvements comprised in Plan of Subdivision and known as ROI, North Fitzroy or 648A Nicholson Street, North Fitzroy VIC 3068.

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

**Lot or Lots** means a Lot or Lots on the Plan of Subdivision.

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

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

**Model Rules** means the model rules prescribed by the Owners Corporation Act 2006 (Vic) from time to time and a copy of the current model rules are annexed to these Rules and marked "A."

**Occupier/Occupants** means any person occupying or in possession of a Lot of the Plan of Subdivision and can include a Member.

**Owners Corporation** means Owners Corporation created by Plan of Subdivision 620160U.

**Plan or Plan of Subdivision** means Plan of Subdivision No 620160U.

**Proprietor** means a Member of the Owners Corporation.

**Regulations** means the Owners Corporations Regulations 2007.

**Security Key** means a key, magnetic card or other device used to open doors, gates and locks.

**Storage Lot** means a Lot or part of a Lot which is to be used for storage purposes only.

- 1.2 Unless the context otherwise requires:
- (a) headings are for convenience only;
  - (b) words imparting the singular include the plural and vice versa;
  - (c) an expression imparting a natural person includes any company, partnership, joint venture, association or other owners corporation and any governmental authority; and
  - (d) a reference to a thing includes part of that thing;
- 1.3 Subject always to the provisions of the Owners Corporations Act 2006 and Regulations thereof, the obligations and restrictions in these Rules must 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; and
- 1.4 To the extent that these Rules are inconsistent with the Model Rules, these Rules shall prevail.

## **2. USE AND BEHAVIOUR BY PROPRIETORS, OCCUPIERS AND INVITEES**

- 2.1 A Member, must not, and must ensure that the Occupier of a Member's Lot and any invitee does not:
- (a) use the Common Property or the Common Facilities or permit the Common Property or Common Facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or Occupants of Lots or their families or invitees;
  - (b) use or permit the Common Property or the Common Facilities to be used for any purpose other than that which they were designed;
  - (c) do or suffer to be done in or upon the Common Property or the Common Facilities any act, matter or thing that may render any insurance in respect of the Building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
  - (d) use or permit any Lot, the Common Property or Common Facilities to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause nuisance or hazard to any other Member or Occupier of any Lot or the families or invitees of any such Member or Occupier;
  - (e) use or occupy any Lot or Lots or any part thereof as a restaurant, café, food related retailer or alcohol distributor for carrying on any trade or business;
  - (f) cause or permit their licensee, family or invitee to cause any damage to the Common Property;
  - (g) fail to clear, at regular intervals, the contents of the Member's mail receiving box;
  - (h) fail to inform and require compliance of all Occupiers, guests, visitors or invitees of any kind when present in any part of the Development with these rules and regulations;
  - (i) use or permit to be used any part of the Member's Lot for the purposes of storage unless it is a Storage Lot;

- (j) assign, sub-let or grant any license of a Storage Lot to any person other than a Proprietor or Occupier without the consent in writing of the Owners Corporation
  - (k) obstruct the lawful use of Common Property by any person; or
  - (l) use a Lot or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, Occupier or user of another Lot.
- 2.2 A Proprietor or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to a Proprietor or Occupier of another Lot or to any person lawfully on the Common Property.
- 2.3 A Proprietor or Occupier of a Lot must not smoke in the BBQ area, stairwells, lifts, foyers, car parks, hallways and lobbies or any area forming part of the Common Property.
- 2.4 A Proprietor or Occupier of a Lot must not drink alcohol in the stairwells, lifts, foyers, car parks, hallways and lobbies or any area forming part of the Common Property, except the BBQ area where a Proprietor or Occupier may consume alcohol, whilst using this area in accordance with Rule 18
- 2.5 A Proprietor or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balcony or on Common Property except in those areas designated in writing from time to time by the Owners Corporation.

### **3. VEHICLES, DRIVEWAYS AND CAR PARK**

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

- (a) assign, sub-let or grant any license of a Car Space to any person other than a Proprietor or Occupier without the consent in writing of the Owners Corporation;
- (b) use their Car Space for any purpose other than the parking of a motor vehicle without the prior written consent of the Owners Corporation;
- (c) park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to the Car Park or any Car Space or in any place other than in a parking area designated in writing specified for such purpose by the Owners Corporation;
- (d) drive or operate any vehicle on any part of the Land in excess of 10kph;
- (e) permit rollerblading, skate boarding, roller skating, or ball games in the Car Park, driveways or access pathways or any part of the Common Property;
- (f) park, either for short or long term periods, any vehicle in the Car Park or driveway, except in the space or spaces as delineated on title as belonging to each individual Lot;
- (g) interfere with the operation, function or control of the electronic vehicle access gate;
- (h) wash any vehicle in any part of the Land;
- (i) allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kinds are removed immediately upon notice of the same by the Owners Corporation. The Owners Corporation reserves the right upon notice should the Occupant fail to immediately remove any build up to clean an area and invoice the Proprietor for the cost of the same;

- (j) install any storage unit, cage, facility or bicycle rack within a Storage Lot or covering to a Storage Lot without first having supplied plans of the same to the Owners Corporation or its agent and having received prior written approval for the same. Any such item must not interfere with fire safety equipment in the Building and must comply with fire and safety regulations and be of a colour and of materials approved by the Owners Corporation;
- (k) store any item on top or outside of any cage or unit forming part of a Storage Lot or in any way which is likely to cause a nuisance or injury to any person or to interfere with fire safety equipment in the Building;
- (l) leave or park bicycles anywhere other than the designated bicycle area;
- (m) permit any bicycle to be brought into the foyer, stairwells, lifts, and hallways, garden areas, walkways, balconies or other parts of the Common Property;
- (n) leave or park motor bikes/scooters or bicycles anywhere other than in the areas so designated in writing by the Owners Corporation;
- (o) permit an invitee to park in an area designated for visitor parking for a period of more than 48 consecutive hours, unless prior written approval has been obtained from the Owners Corporation; or
- (p) obstruct or park in a space designated for disabled visitors' parking except for a vehicle:
  - (i) which is prominently displaying a current parking permit for people with disabilities for the duration of the time the vehicle is parked in the disabled visitors' parking space; and
  - (ii) of which the driver complies with the conditions of use of the permit for the duration of the time that the vehicle is parked in the disabled visitors' parking space,

and the Owners Corporation reserves the right to remove offending vehicles or other items parked, obstructing or left in a disabled visitors' parking space in contravention of this Rule.

#### **4. NOISE**

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

- (a) make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation;
- (b) make or permit to be made noise from music, machinery or other, including social gatherings, musical instruments, television sets, radios, stereos, CD players or the like which may be heard outside the owner's Lot between the hours of 10.00pm and 7.30am;
- (c) create upon the Member's Lot any noise which would be likely to interfere with the peaceful enjoyment by the Proprietor or Occupier of another Lot or by any person lawfully using Common Property;
- (d) not to hold any social gathering or create offensive noise in the common areas or on balconies, courtyards or patios and must ensure that any such noise is minimized by closing all doors, windows and curtains and also such further steps as may be within the Proprietor or Occupier's power to effect between the hours of 10.00pm and 7.30am;
- (e) allow guests to leave or Members or Occupiers to leave or return to a Lot between 10.00pm and 8.00am without making sure they do so in a quiet and

orderly manner as to not cause any disturbance to any other Members or Occupiers or neighboring residents and Proprietors; or

- (f) without limiting the generality of the foregoing, use hammer drills, jack hammers or carry on any building, renovations or the like in a Lot on weekends or public holidays or outside the hours of 9.00am to 5.00pm weekdays

## **5. ANIMALS**

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

- (a) keep any animal on the Common Property, Common Facilities or within the Member's Lot after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance;
- (b) exercise any animals on Common Property, allow any animal to roam freely or allow any animal to defecate or urinate on Common Property at any time;
- (c) fail to clean up after any animal debris or make good any damage to Common Property;
- (d) fail to clean up as necessary any animal debris from balconies, courtyards or patios within a Member's Lot;
- (e) keep any animal on a balcony or patio within the Member's Lot if the Member, Occupier or invitee is not present.

## **6. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE**

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

- (a) allow any balcony or open area forming part of a Lot to become unkempt, or unsightly;
- (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a Member's Lot or the Common Property or on or from any balcony, entrance or landing of a Member's Lot or the Common Property except in specific areas (if any) designated for that purpose by the Owners Corporation;
- (c) install any fly wire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the Owners Corporation;
- (d) keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another Member's Lot. Where Lots have courtyards maintain gardens and replant similar types and species of plant as originally provided when necessary;
- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony or patio without having first obtained the written consent of the Owners Corporation;
- (f) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Building, or on any balcony, patio or courtyard;
- (g) install any air conditioning unit in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;

- (h) hang curtains, blinds or window coverings of any type in the Lot which are visible from outside the Lot without prior written consent from the Owners Corporation unless those curtains blinds or window covers are dark in nature;
- (i) install blinds or window coverings of any type to any external part of the Lot which is visible from outside the Lot without prior written consent from the Owners Corporation
- (j) obstruct entrance to a Lot or balcony/courtyard or other area forming part of a Member's Lot to the Manager or Owners Corporation contractor for the purposes of maintenance or cleaning of the Building structure including glass on balconies, external Building signage or light structures; or
- (k) a Proprietor or Occupier of a Lot must not paint, finish or otherwise alter the external façade of any building or improvement forming part of the Common Property or their Lot.

## **7. RUBBISH**

- 7.1 A Member must use the garbage chutes to dispose of general rubbish where generally possible and in accordance with these Rules.
- 7.2 A Member must not, and must ensure that the Occupier of a Member's Lot does not:
- (a) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation;
  - (b) keep all garbage and refuse within the Member's Lot in tidily secured containers and place the Member's garbage or refuse for collection in conformity with hygiene regulations of the Owners Corporation or the City of Yarra as determined from time to time, and to remove such garbage and refuse from the Member's Lot only in accordance with such regulations and at such time as shall be designated acceptable to the Owners Corporation and to ensure that all garbage of a wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scouring, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of Occupants, contractors and council collection employees;
  - (c) deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection for items of this nature;
  - (d) deposit cans, bottles, cardboard and other recyclable items in the general waste bins or rubbish chutes, or any area except in the recycling bins or area provided for such;
  - (e) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another Member's Lot or the Common Property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Occupier of the Member's Lot;
  - (f) an owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort or the Occupiers or users of other Lots; and
  - (g) an owner or Occupier must ensure that no item is placed into the rubbish chutes that may cause a blockage in the chutes.

- 7.3 A Member or Occupier of a lot must reimburse the owners corporation for any costs associated:
- (a) with clearing of rubbish chute blockages caused by the Member or Occupier of the Lot;
  - (b) removal of any rubbish unable to be collected by the contactors appointed by the Owners Corporation to collect rubbish; or
  - (c) cleaning costs incurred by the Owners Corporation as a result of Members or Occupiers not complying with this Rule 7

## **8. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES**

8.1 A Member or Occupier must not move furniture of bulky items through the common property except in accordance with the policy attached to these Rules and marked Annexure B (or such other policy as is adopted by the Owners Corporation from time to time by resolution) and provided that the Occupier or Member does not:

- (a) give less than forty eight (48) hours notice to the Owners Corporation or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of any Lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation but otherwise between 9.00 am and 7.00 pm on any day;
- (b) arrange for deliveries of any kind or nature unless the Member or designee is at or on the premises to accept and arrange for the same at each Member's sole cost and liability;
- (c) ensure that the loading and unloading of vehicles shall be made entirely within the Development at such locations and at such times as to cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time;
- (d) damage, obstruct or interfere with the lift, stairways, corridors or any Common Property when moving items in or out of any Lot;
- (e) use the lift for moving furniture and furnishings into or out of a unit without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation which may include paying a bond of an amount as fixed by the Owners Corporation.

8.2 A Member or Occupier of a lot must:

- (a) take immediate steps to make good any damage caused to the Common Property as a result of the moving of such furniture;
- (b) pay compensation to the Owners Corporation in respect of any damage to the extent that the damage has not or cannot be made good pursuant to these rule 8.2(a) within 7 days of demand by the Owners Corporation; and
- (c) provide a cash bond to the Manager if the Manager requires to be applied by the Manager to the repair of any damage by the Occupier or Member in moving the bulky items through common property and which shall be refunded in whole or in part to the extent that such bond is not applied to such repairs.

## **9. BUILDING WORKS:**

9.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not undertake any building works within or about or relating to a Member's Lot except in accordance with the following requirements:

- (a) such building works may only be undertaken after all requisite permits, approvals and consents from all relevant authorities have been obtained and copies of which have been given to the Manager or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
  - (b) the Proprietor or Occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimize any nuisance, annoyance disturbance and inconvenience from building operations to other Lot owners and Occupiers and undertaken in accordance with any guidelines prescribed by the Owners Corporation from time to time.
- 9.2 The Proprietor or Occupier of a Lot must not proceed with any such works until:
  - (a) the Proprietor or Occupier receives written approval for those works from the Owners Corporation and lodges a bond of \$1,000 or such sum for the purposes of make good or cleaning of the Common Property;
  - (b) the Proprietor or Occupier submits to the Owners Corporation plans and specifications of any works proposed which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building; and
  - (c) supplies to the Owners Corporation such further particulars of those proposed works as they may be requested to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accord with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors.
- 9.3 The Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier including servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of Common Property and on-site management and Building protection, delivery of materials, parking of vehicles, disposal of waste and hours of work.
- 9.4 The Proprietor or Occupier of a Lot must ensure that the servants agents and contractors are supervised in the carrying out of such works so as to minimize any damage to or dirtying of the Common Property and the services therein.
- 9.5 The Proprietor or Occupier of the Lot must supply to the Owners Corporation a copy of the servants agent and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same.
- 9.6 The Proprietor or Occupier of a Lot shall immediately make good all damage to and dirtying of the Building and Common Property which are caused by such works and if the Proprietor or Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the owner.
- 9.7 A Proprietor or Occupier of a Lot must not arrange for tradesperson (except in emergencies) or any nature or kind to perform works to be accomplished except during normal working hours 8.00am to 5.00pm Monday to Friday and 9.00am to 5.00pm on weekends.

- 9.8 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation or the Manager on becoming aware of any damage to or defect in the Common Property.
- 9.9 The Proprietors or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property by that Proprietor or Occupier or their respective tenants, licenses or invitees.
- 9.10 Rules 9.1 to 9.9 do not apply to the Developer, its assignees or legal personal representatives.

## **10. SIGNAGE**

- 10.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not permit any placard, advertisement or signage of any type in or upon the Member's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent.
- 10.2 A Member must not, and must ensure that the Occupier of a Member's Lot and their agents or representatives, do not install any "For Lease" "For Sale" or "For Auction" boards on any part of the property or within any part of the lot that may be visible from outside the Lot, provided always that this Rule shall not prevent the agent of Member from displaying temporary directional signage for the purposes of conducting inspections of a Lot.)
- 10.3 Rule 10.1 does not apply to the Developer its assignees or legal personal representatives.

## **11. DAMAGE, REPAIRS AND MAINTENANCE**

- 11.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:
- (a) damage, deface or obstruct in any way or for any purpose whatsoever any driveway pathway, stairway, landing or any part of the Common Property located in or attached to the Common Property, provided further that if the Owners Corporation expends money to make good damage caused by any Member or tenants, guests, servants or their invitees of any of the Lots, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the owner of the Lot;
  - (b) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;
  - (c) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
  - (d) store any flammable liquid or chemical on any Lot or any part of the Common Property nor suffer to be done any act or thing whereby any policy of insurance on the Buildings and other improvements in the parcel or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance. Rule does not apply to:
    - (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
    - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine;

- (e) interfere or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, some detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of any damage for false alarms or making good any damage from the Occupier or Member;

11.2 A Proprietor or Occupier of a Lot must:

- (a) grant to the Owners Corporation, the Manager, its servants and agents upon the Member being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purposes of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and external façade of the Building (immediate access for emergencies);
- (b) ensure that all smoke detectors and fire equipment installed in the Lot are properly maintained and tested (excludes sprinklers linked to the main Building system);
- (c) ensure that the front door to the apartment is maintained in accordance with the fire regulations and Certificate of Occupancy as a fire door and that no additional locks, chains, deadlocks or peepholes be installed on the door 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;
- (d) ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot;
- (e) ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied and cleaned so as to ensure that water is not falling onto other Lots within the Building or Common Property;
- (f) ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned;
- (g) not modify any air-conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.

**12. CHARGING OF INTEREST AND RECOVERY OF AMOUNTS OWED TO THE OWNERS CORPORATION**

- 12.1 The Owners Corporation may charge penalty interest of no more than 2% above the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on any outstanding amount owed to the Owners Corporation.
- 12.2 The Owners Corporation may recover any amount owed to the Owners Corporation in a court of competent jurisdiction including all legal costs incurred by the Owners Corporation in collection of the same.
- 12.3 The owner of a Lot must not permit tenants or Occupiers to avoid paying the cost of damage, false alarms or other amounts from time to time owed to the Owners Corporation. If the amount is not paid within 7 days of the date of the demand, or within the agreed period, the Proprietor will become liable to the Owners Corporation for the amount.

### **13. SUPPORT AND PROVISION OF SERVICES**

- 13.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property that:
- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or Common Property is interfered with;
  - (b) the structural or functional integrity of any part of the Common Property is impaired; or
  - (c) the passage or provision of services through the Lot or the Common Property is interfered with.
- 13.2 A Proprietor or Occupier of a Lot must not install a safe larger than 600x600x600, in a Lot without the written consent of the Owners Corporation and before installing may be required to submit to the Owners Corporation a structural engineering report in respect of the proposed installation.

### **14. SECURITY**

- 14.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by the Proprietor.
- 14.2 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key issued to him is lost or damaged.
- 14.3 A Proprietor or Occupier of a Lot or their invitees must not do or permit anything, which may prejudice the security or safety of the Common Property or any person in or about the Building.
- 14.4 A Proprietor or Occupier of a Lot must not duplicate or permit to be duplicated a Security Key without the written consent of the Owners Corporation.

### **15. SERVICES**

- 15.1 The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Lot owner or Occupier that is more than the amount that the supplier would have charged the Lot owner or Occupier for the same goods or services.
- 15.2 If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot Owner or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot Owner or Occupier from a relevant supplier.
- 15.3 Sub rule 15.2 does not apply if the concession or rebate-
- (a) must be claimed by the Lot Owner or Occupier and the Owners Corporation has given the Lot Owner or Occupier an opportunity to claim it and the Lot owner or Occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the Lot owner or Occupier as a refund.

### **16. SPECIAL RIGHTS FOR THE DEVELOPER**

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and Common Property and nothing in these Rules will

prevent or hinder the Developer from selling any Lot and without limitation the Developer may:

- (a) grant access rights to third parties;
- (b) use any Lot as a display Lot to assist in the marketing and sale of other Lots;
- (c) place anywhere on the Common Property signs and other materials relating to sale of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
- (e) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots (to the exclusion of other Members);
- (f) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (g) if applicable, develop and construct on each Lot created out of commercial Lots if subdivided into separate Lots; or
- (h) use in any way it considers necessary any parts of the Lots created out of commercial Lots.

## **17. LEASE OR LICENSE OF COMMON PROPERTY**

Despite the preceding rules the Owners Corporation may grant a lease or license in respect of the whole or any part of the Common Property for any purposes it sees fit subject to the provisions of the Subdivision Act 1988 and Owners Corporation Act 2006 and the regulations made under it (or any Act or regulations amending or replacing the Act or regulations) and the provisions of that lease or license will prevail if there is any inconsistency between these rules and that lease or license.

## **18. BBQ AREA**

Proprietors and Occupiers may use the BBQ area as directed by the Owners Corporation provided that such users must:

- (a) be used only during the times determined by the Owners Corporation;
- (b) clean the BBQ and surrounding area immediately after use and remove all rubbish;
- (c) maintain and supervise invitees so as not to disturb other Members in the BBQ area and surrounding Lots;
- (d) have a maximum 6 invitees unless the prior approval of the Owners Corporation is obtained;
- (e) ensure the BBQ is turned off at the main gas valve when not in use; and
- (f) ensure that no proprietor, Occupier or invitee remains in the area if intoxicated.

## **19. ART SPACE AND ART SPACE PRIZE**

### **19.1 Art Space Subcommittee**

- (a) The Owners Corporation shall cause to be established within the date that is six (6) months from the date of the inaugural meeting of the Owners Corporation the Art Space Subcommittee to award the Art Space Prize on an annual basis.
- (b) The Art Space Subcommittee shall be made up of three (3) people comprising 2 members from the Owners Corporation and 1 non-member.

- (c) The Art Space Subcommittee shall be appointed by the Owners Corporation committee.
- (d) The Art Space Prize shall consist of cash in the sum of \$10,000.00 or such other amount or award as the Owners Corporation shall determine.
- (e) The Art Space Subcommittee shall meet annually or more often if necessary to determine:
  - (i) the rules of entry and conditions for the Art Space Prize;
  - (ii) the duration of the display of the Art Space Prize winner;
  - (iii) the type and selection of the art displayed in the Art Space; and
  - (iv) the winner of the Art Space Prize.

## 19.2 **The Art Space**

The Owners Corporation shall:

- (a) maintain and supply the necessary lighting, security and protection to the Art Space and the Art Space Prize Winner as determined by the Art Space Subcommittee;
- (b) insure the Art Space Prize Winner against the usual risks and for such an amount as the Art Space Subcommittee shall determine from time to time; and
- (c) raise a special levy from the Members from time to time in accordance with the directions of the Art Space Subcommittee to cover the costs of managing, awarding and awarding the Art Space Prize and the Art Space Prize Winner.

## 20. **ONSITE BUILDING MANAGER**

The Owners Corporation shall:

- (a) appoint a building caretaker to carry out the day-to-day management of the Building and its facilities;
- (b) supply the materials and equipment required for the building caretaker to undertake its duties.
- (c) pay the agreed fee to the building caretaker on the due date for payment; and
- (d) provide at the Owners Corporation's cost an apartment in the Building including a car space and storage cage for the use of the building caretaker as a residence.

## 21. **ACCESS TO CLEANING APPARATUS AND VERTICAL WALL**

21.1 A Member must and must ensure that an Occupier of its Lot will at reasonable times and on reasonable prior written notice allow the Owners Corporation and the Manager and their employees, agents and contractors access through its Lot to the cleaning apparatus to conduct cleaning and maintenance on the outside of the Building, including but not limited to any garden areas located on the land provide such access as necessary to maintain the vertical gardens on all boundaries.

21.2 The Owners Corporation, the Manager and their employees, agents and contractors in carrying out the cleaning and maintenance of the outside of the Building may:

- (a) enter the Member's Lot (including any balcony);
- (b) bring anything reasonably required for the purpose of cleaning and maintaining the outside of the Building onto the Lot or the Balcony; and

- (c) enter the cleaning apparatus from the window or the balcony of the Lot for the purposes of cleaning and maintaining the outside of the Building.

ANNEXURE "B"

MOVING IN AND OUT POLICY



## Ace Body Corporate Management

### ROI Apartments

#### Move in procedure and check list.

To assist with moving into your apartment and general enquiries, the following service providers to ROI Apartments are listed below:

#### Management:

Building Manager	Mario	0499-272-843	<a href="mailto:roimanager@live.com.au">roimanager@live.com.au</a>
Ace Bodycorporate	Angelo	0418-264-350	<a href="mailto:roi@acebodycorp.com.au">roi@acebodycorp.com.au</a>
	Michael	0408-855 109	

#### Service providers:

Electricity	Win Energy	1300-791-970
Water	City West Water	13-92-837
Gas	No connection required	
Telephone	Individual choice of provider	
Council	City of Yarra	9205-5555

#### Move in procedure:

- Contact Building Manager to advise move in date
- Provide 48 hours notice to Manager of intended move
- A cash bond may be required for larger moves, refer to OC Registered rules.
- Building Manager must be notified of excess rubbish, i.e packing boxes, cardboard and discarded items. The Manager will advise of location to place items.
- Garbage chutes are NOT to be used for transfer of boxes or larger items. The chutes are designed for general waste only.
- Ensure you have connected all services 48 hours prior to moving in.