

Owners Corporation PS641922A Rules
Regulation 8 Owners Corporations Regulations 2007

AL360993X

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1. Model Rules

1.1 Health, safety and security

1.1.1 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.

1.1.2 Storage of flammable liquids and other dangerous substances and materials

- (a) 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.
- (b) This 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.

1.1.3 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.

1.2 Management and administration

1.2.1 Metering of services and apportionment of costs of services

- (a) 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.
- (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 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.
- (c) Subrule (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.

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1.3 Use of common property

1.3.1 Use of common property

- (a) 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.
- (b) 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.
- (c) An approval under subrule (b) may state a period for which the approval is granted.
- (d) 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.
- (e) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (d) must remove that animal.
- (f) Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

1.3.2 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—

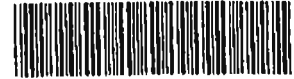
- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

1.3.3 Damage to common property

- (a) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (b) 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.
- (c) An approval under subrule (a) or (b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (d) 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.
- (e) The owner or person referred to in subrule (d) must keep any device, screen or barrier installed in good order and repair.

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1.4 Lots

1.4.1 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.

1.5 Behaviour of persons

1.5.1 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.

1.5.2 Noise and other nuisance control

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

1.6 Dispute resolution

- 1.6.1 The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- 1.6.2 The party making the complaint must prepare a written statement in the approved form.
- 1.6.3 If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- 1.6.4 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.
- 1.6.5 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.
- 1.6.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 1.6.7 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*.

- 1.6.8 This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

2. Additional Rules

These Additional Rules override the Model Rules in the event of an inconsistency.

In these Additional Rules, "Act" means the *Owners Corporations Act 2006*.

2.1 **Use of common property**

An owner or occupier of a lot must not:

- 2.1.1 use the common property or the common facilities to which it is entitled (or permit them to be used) in a manner that unreasonably interferes with or prevents use of the common property or the common facilities by other lot owners or occupiers or their families, invitees, visitors or other persons entitled to use the common property or common facilities;
- 2.1.2 obstruct lawful use of the common property in particular the pathways, drives and any easement that provides access to any lot by any person;
- 2.1.3 damage or deface any entrances, passages, stairways, landings, pathways or any part of the common property or use them for any purpose other than the purpose for which they are provided or properly available;
- 2.1.4 restrict or hinder any lot owner's access to or reasonable use of the common property;
- 2.1.5 deposit, other than in proper receptacles in the area specified for such purpose by the owners corporation, or throw or store upon the common property any rubbish, dirt, dust, or other material;
- 2.1.6 fail to comply with any reasonable request or direction of any person employed by the owners corporation;
- 2.1.7 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 which may cause a nuisance or hazard to any other owner or occupier of a lot or their guests or visitors;
- 2.1.8 park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any other place other than in a designated parking area;
- 2.1.9 permit a vehicle to be driven in excess of 10 kilometres per hour on any area of common property or within any lot;
- 2.1.10 do or allow anything to be done which constitutes a nuisance, damage, grievance, disturbance or annoyance to any person owning or occupying any lot or which may be illegal or injurious to the reputation of the development or use or allow the use of any lot or the common property for any noxious, noisome, offensive, or illegal purpose, act, trade, business, occupation or calling;
- 2.1.11 make or permit any undue noise in or about the common property or any lot;
- 2.1.12 enter any plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause adjustments to be made to the thermostat, water control, electricity, gas or heating and/or cooling controls in or on



the common property without the consent in writing of the owners corporation to do so;

- 2.1.13 require the owners corporation to contribute or reimburse or pay for any plant, equipment, service or facilities exclusively servicing a lot notwithstanding that its location may be within the common property;
- 2.1.14 use any water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed;
- 2.1.15 deposit sweepings, rubbish or other unsuitable substances in any water closets, conveniences and other water apparatus including waste pipes and drains and any costs or expenses resulting from damage or blockage to such appurtenances from misuse or negligence must be borne by the lot owner or occupier whether the same is caused by their actions or those of the owner or occupier's household or their guests or visitors;
- 2.1.16 smoke or permit any person to smoke in any part of the common property or otherwise in contravention of any law;
- 2.1.17 move heavy or bulky goods into or out of the development through common property without first obtaining the written consent of the owners corporation or the owners corporation's manager;
- 2.1.18 use or allow the common property laneways/paths leading to any part of the development to be used for any purpose other than for which they are designed or in contravention of any law;
- 2.1.19 hold private parties on the common property unless the owners corporation consents in writing and then only on the terms and subject to the conditions as specified in that consent; and
- 2.1.20 allow or arrange for delivery or collection of goods or rubbish other than at times reasonably approved by the owners corporation.

2.2 Appearance

An owner or occupier of a lot:

- 2.2.1 must not use his lot or any part of it or any part of the common property for any public announcement or for the display of any signage, placard or advertisement that is visible outside in relation to the sale or lease of a lot without the prior written approval of the owners corporation manager (which may be given or withheld at its absolute discretion);
- 2.2.2 must ensure that any placard, advertisement or sign relating to the sale or leasing of a lot, but only if approved by the owners corporation manager, must:
 - (a) not exceed any size limits set by the owners corporation;
 - (b) not be erected for more than three months from the date of approval;
 - (c) be removed within two days of any sale or lease being executed; and
 - (d) if placed on the common property be placed only where directed by the owners corporation;



- 2.2.3 must not store or permit to be stored on the common property any materials or goods on the common property except in a place set aside for that purpose by the owners corporation;
- 2.2.4 must not cut, injure, damage, deface or obstruct any of the common property or any conveniences, appliances, facilities or equipment installed and not use them for any purpose other than that for which they were provided;
- 2.2.5 must not without the written consent of the owners corporation (on such terms and conditions as the owners corporation in its absolute discretion thinks appropriate):
- (a) make or permit to be made any alterations or additions (painting and decorating included) to the exterior of any lot;
 - (b) erect or affix any television or radio mast, antenna, satellite dish or similar device or any canvas blind or other awning on the outside of any window, balcony or terrace or in a location that is otherwise visible from the exterior of the lot; or
 - (c) make structural alterations or additions to the interior of any lot or any part of it which may diminish the support and shelter of any lot, and for this purpose the owners corporation has the right to appoint an architect, structural engineer or building contractor at the expense of the lot owner or occupier on a full indemnity basis to advise the owners corporation of the effect of any proposed alterations or additions;
- 2.2.6 must not permit any auction or sale to be conducted or take place on common property without prior permission of the owners corporation which must provide the necessary security arrangements at the cost of the lot owner;
- 2.2.7 must not maintain within the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the building;
- 2.2.8 must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the owners corporation;
- 2.2.9 must not install any air conditioning unit in or outside a lot other than in a place nominated by the owners corporation;
- 2.2.10 must not install any pipes, wiring, cables or the like to the external face of the building;
- 2.2.11 must clear on each and every day any mail-receiving box and/or newspaper receptacle of all material and objects whatsoever whether solicited or not, or arrange for such required clearance by other persons should the lot owner or occupier be absent for any reason for any period of more than one night;
- 2.2.12 must not hang or permit to be hung any garment or other article from any balcony or exterior surfaces within a member's lot or on the common property, except in places expressly provided for such purpose;
- 2.2.13 who grows plants in pots or planter boxes must only grow plants with non-invasive root systems and will be held liable for all damage by plants which cause a failure in a planter box, a structure and or any waterproof membrane; and
- 2.2.14 must not, without first obtaining the written approval of the owners corporation, access the roof areas of the building.



2.3 Noise Levels

An owner or occupier of a lot must not:

- 2.3.1 use or permit to be used any instrument whatsoever which is audible outside its lot between the hours of 10:00pm and 8:00am;
- 2.3.2 permit any entertainment noise or any noise created by any mechanical installation to be audible outside the lot between the hours of 10:00pm and 8:00am;
- 2.3.3 make any disturbing or irritating noises or install or use any appliance, engine, machine or instrument which causes or may be likely to cause noise or vibration in the development; and
- 2.3.4 hold or permit to be held any social gathering in his lot which is likely to cause any such noise as set out in Rules 2.3.1 to 2.3.2 above.

2.4 Conduct

An owner or occupier of a lot must not:

- 2.4.1 use or permit to be used on his lot any device including any machine, equipment or instrument which causes interference with wireless or telephone reception in any other lot or the common property;
- 2.4.2 keep any animal in his lot or leave unattended or exercise any animals on the common property unless the owners corporation consents and that consent has not been revoked or withdrawn. For the purpose of this Rule the owners corporation may make any consent applying to the whole of the development to any group or breed of animal for such period on such terms and conditions as it thinks fit;
- 2.4.3 install any heating or cooling device or machine other than by mounting the plant and equipment for it in an area approved by the owners corporation in writing;
- 2.4.4 bring to, do or keep anything in its lot which might increase the rate of insurance premium on the development or the common property or which might conflict with the law relating to fires or any insurance policy on the development or the common property or the Act or ordinances of any public authority for the time being in force;
- 2.4.5 interfere with or inhibit from operating any channel, ventilation vent, duct or closure within a lot; and
- 2.4.6 violate the provisions of any law, the Act or these Rules.

2.5 Miscellaneous

An owner or occupier of a lot must:

- 2.5.1 keep keys or any access or security pass which has been allocated to it safe and promptly report the loss of any such key or pass to the owners corporation;
- 2.5.2 ensure compliance with fire laws in respect of a lot;
- 2.5.3 at the lot owner or occupier's cost, replace any security key or pass which is issued to them by the owners corporation or its representative and the owners corporation may charge a reasonable fee for any replacement or additional security key or pass required by the lot owner or occupier;



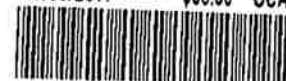
- 2.5.4 give prompt notice to the owners corporation of any accident to or fault in the water pipes, gas pipes, electrical, heating or cooling installations or fixtures which comes to its notice, and the owners corporation has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs as it or they deem necessary for the safety and preservation of the development as often as may be necessary;
- 2.5.5 regularly clean the interior and exterior of all windows forming part of his lot;
- 2.5.6 pay all amounts levied by the owners corporation and payable in respect of his lot as and when they fall due;
- 2.5.7 notify the owners corporation of any proposed change of ownership or occupancy of his lot;
- 2.5.8 notify any proposed owner or occupier of his lot of all terms and conditions of any licenses or agreements in place that affect his lot or the common property;
- 2.5.9 only use light power or heat generated by electrical current or gas supplied through meters except in the case of emergency or failure of supply when the lot owner or occupier may use other sources of energy except a naked flame;
- 2.5.10 notify the owners corporation of any person who is not an owner or occupier to whom a security key or pass to the common property has been given;
- 2.5.11 maintain any part of any car space comprised in his lot or licensed to the lot owner or occupier in a clean and tidy condition;
- 2.5.12 be responsible for closing any gates or doors when entering and leaving the common property;
- 2.5.13 allow reasonable access to any part of his lot for any trades person, contractor or service person employed by the owners corporation for the purpose of maintenance or repair of the common property or his lot or any plant equipment, service, facility or utility;
- 2.5.14 take all reasonable precautions to keep his lot free from rodents, vermin, insects and other pests;
- 2.5.15 ensure that his guests and visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the lot owner or occupier of another lot or of any other person lawfully using the common property;
- 2.5.16 when on common property be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to other lot owners or occupiers or to any person lawfully using the common property; and
- 2.5.17 not use or permit their lot to be used as a serviced apartment or for short-stay rentals.

3. General

- 3.1 An owner or occupier of a lot must not let any person into actual occupation (whether by means of lease or licence or otherwise) of his lot unless that person covenants with them to comply strictly with these Rules and/or other Rules which may be in force at any time from time to time with respect to that lot and to the development.

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- 3.2** The owners corporation may take measures to ensure the security of the common property and the lots affected by the owners corporation from fire and other hazards and without limitation may:

3.2.1 restrict by means of a security key access to common property to lot owners or occupiers of lots;

3.2.2 restrict by means of a security key the access of lot owners or occupiers of one level of the development to any other level of the development;

subject at all times to any leases or licences granted by the owners corporation.

- 3.3** Members must observe the terms of any notice displayed by the owners corporation or of any statutory authority.

- 3.4** The owners corporation may prepare a "House Rules" booklet for distribution to all lot owners and occupiers and which will include all relevant Rules and any other Rules and/or directions which are necessary for the proper management and/or running of the development.

- 3.5** Where the owners corporation expends money to make good damage caused by a breach of any law or breach of these Rules by any lot owner or occupier or its tenants, guests, servants, employees, agents, children, invitees or licensees, the owners corporation is entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner or occupier of the relevant lot as at the date of the relevant breach.

4. Storage Lot

If an owner or occupier of a lot wishes to install a storage cage, locker or cabinet on their designated storage lot, they must first obtain the written consent of the owners corporation or owners corporation manager, and then only in accordance with any conditions of consent imposed by the owners corporation or owners corporation manager.

5. Commercial Lot

- 5.1** Definition – In this rule, "Commercial Lot" means Lot S2 on the plan.

- 5.2** An owner or occupier of a Commercial Lot may install signs on those parts of the common property approved by the owners corporation from time to time:

5.2.1 which are of the nature usually displayed in connection with businesses of the nature carried on in the relevant Commercial Lot;

5.2.2 which are in keeping with the architectural style of the improvements making up the common property; or

5.2.3 which advertise that the relevant Commercial Lot or part of it is for lease.

- 5.3** Any question as to whether signs comply with this rule if not resolved by agreement are to be determined by an architect appointed by the President of the Royal Australian Institute of Architects – Victorian Chapter at the request of either the owners corporation or any owner of any Commercial Lot. That architect's determination will be final and binding on the relevant owner and the owners corporation and the architect's fees must be paid by the relevant lot owner and owners corporation in equal shares.

- 5.4** The architect will be acting as an expert and not as an arbitrator when making a determination under this rule.

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- 5.5 The following Rules do not apply in respect of the occupants of premises trading as Kmart or Coles supermarket (and any future occupiers of those premises) within the Commercial Lot: Rules 2.1.6, 2.1.20, 2.2.7, 2.2.8, 2.2.9, 2.2.12, 2.2.13, 2.2.14, 2.4.3, 2.5.4, 2.5.8, 2.5.10, 2.5.13, 2.5.15, 10 and 11.

- 5.6 The use of the Commercial Lot as a shopping centre (including delivery of goods outside the usual trading hours of the shopping centre) will not constitute a breach of Rules 1.5.2, 2.1.10, 2.1.11 or 2.3 provided that the particular use or activity is in the ordinary course of the lot owner or occupier's business,

6. **Developer's Rights**

- 6.1 Definitions – In this Rule, "Developer" means Footscray Plaza Redevelopment JV Pty Ltd (ACN 140 241 185).

- 6.2 These Rules will not now or at any time in future apply to any promotional, selling, building or construction activities of the Developer and to avoid doubt, nothing in these Rules will prevent or hinder the Developer from completing construction of improvements in the development nor from selling any lot and without limitation the Developer may:

6.2.1 use any lot as a display lot to assist in the marketing and sale of other lots or other property developed or to be developed by it;

6.2.2 place anywhere on the common property signs and other materials relating to sale of lots or relating to the display lot;

6.2.3 conduct in a lot or anywhere on the common property an auction sale of a lot;

6.2.4 use in any way it considers necessary any part of the common property for the purposes of selling lots; and

6.2.5 use in any way it considers necessary any part of the common property to facilitate completion of construction of improvements on the Land.

6.3 **Developer's Obligations**

In exercising its rights under this rule the Developer must use reasonable endeavours to cause the owners and occupiers as little inconvenience as reasonably possible in the circumstances.

6.4 **Owners Corporation Obligations**

The owners corporation must at the request and cost of the Developer do all things reasonably required by the Developer to facilitate efficient and economic completion of construction by the Developer of improvements on the Land and sale by the Developer of lots and without limitation the owners corporation must for those purposes sign all necessary consents to permits required by the Developer and must restrict owners and occupiers from having access to or use of parts of the common property when it is necessary to do so.

7. **Conduct of Meetings**

The conduct of meetings of the owners corporation will be regulated in accordance with the Act.

8. **Consent Given**

Wherever the consent of the owners corporation is required, then unless specified elsewhere in these Rules the owners corporation must be given reasonable notice in writing of the



request and can delay, refuse or grant the consent subject to any conditions which it deems fit in its absolute discretion.

9. Complaints

Any complaint or application to the owners corporation must be addressed in writing to the owners corporation's manager or where there is no manager, to the secretary of the owners corporation.

10. Compliance with Laws

A lot owner or occupier must at its expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notice or order of any governmental authority.

11. Compliance with Rules

An owner or occupier of a lot must ensure that its invitees comply with these Rules.

12. Owners Corporations Act 2006

An owner or occupier of a lot must not breach nor permit persons under its control to breach the Act.

13. General

Unless the context otherwise requires:

- 13.1.1 headings are for convenience of reference only and do not affect interpretation;
- 13.1.2 words importing the singular include the plural and vice versa;
- 13.1.3 one gender means the other gender or genders and vice versa;
- 13.1.4 a reference to a person includes any company, partnership, joint venture or other entity;
- 13.1.5 a reference to a thing includes part of that thing;
- 13.1.6 a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 13.1.7 a reference to a law includes all laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- 13.1.8 these Rules apply to the owners corporation unless expressly stated otherwise.

14. Severability

If a Court of competent jurisdiction holds that any part of these Rules is void, voidable, illegal or otherwise unenforceable or that these Rules would be void, voidable, illegal or otherwise unenforceable unless any part of these Rules is severed then that part will be severed from these Rules and will not affect the continued operation of the remaining provisions.

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I certify that these Rules are a true and correct copy of the Rules adopted by special resolution of the owners corporation passed on 15 August 2014.



Mario Lo Giudice

Director of sole lot owner and Secretary of the Owners Corporation

Date: 15 AUGUST 2014

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