

The York Apartments

OC Complaints Procedure

Everyone has the right to the peaceful enjoyment of their amenities and most residents are respectful of their neighbours. However, if you have an issue with a neighbour that you're unable to resolve amicably then you can lodge a formal complaint.

IMPORTANT: If you're concerned for your safety, or those around you, contact police immediately. The same applies if you witness any criminal activity.

Complaints Process:

- 1) Read the registered OC Rules (included within) to ensure your complaint constitutes a breach of the Rules.
 - a. Most complaints will relate to Section 7: Behaviour of Persons.
- 2) Use the "Complaints Form" below to document the issue
- 3) Under "Details of complaint/alleged breach of the rules, Act or Regulations" reference every specific section of the rules that have been violated, including dates and times
- 4) It's important to document how their behaviour affects the peace enjoyment of your amenities, as well as the specific impact it has on your physical/mental health.
- 5) Evidence to support your claims, and/or multiple complaints from different apartments about the same neighbour is essential, no meaningful action can be taken without it
- 6) Email the completed form and your evidence to your real estate agent & admin@ownerscorpcommercial.com.au

The OC is now taking legal action against repeat offenders (when sufficient evidence/witnesses are available) and the legal costs will be charged to the owner of the offending apartment. We appreciate some residents wish to remain anonymous. We'll be discrete when lodging breaches but if legal action is required the OC will need signed affidavits to support proceedings.

Owners corporation complaint

Sections 152 and 159A of the *Owners Corporations Act 2006* (the Act), Owners Corporations Regulations 2018 (the Regulations) and Owners Corporation Rules (the Rules)

You can use this form to notify the owners corporation of a breach of the rules, Act or Regulations by another lot owner, occupier or manager. You cannot use this form in relation to personal injury.

Details of person(s) making this complaint

Name(s)	
Lot number	
Lot address	
Suburb	
State	
Postcode	
Postal address (if different from above)	

Are you a (mark appropriate box with an X):

Lot owner Occupier (tenant) Manager

Details of person(s) you are making the complaint against

Person(s) name(s)	Address (include lot number)

Are they a (mark appropriate box with an X):

Lot owner Occupier (tenant) Manager

Details of complaint/alleged breach of the rules, Act or Regulations

Describe what the complaint/breach is about including dates and times (if known)

What has been done to try to resolve this complaint? Please describe what you have done, who you have talked to and what they offered to do

What remedy are you seeking – how do you want the problem to be solved?

Declaration and signature of complainant

I declare that the above information is true and correct to the best of my knowledge. I agree that the information I have given in this form may be used or disclosed by the owners corporation to process and resolve this complaint.

Signature	
Date	

How to lodge this complaint

(Owners corporation to insert details)

By post (name and postal address)	
In person by	

Contact telephone number for complaints (owners corporation to insert telephone number)	
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What happens next?

- The owners corporation will consider the information provided and respond to you either by telephone or in writing advising you of its decision and the next steps in dealing with your complaint.
- If the owners corporation does not respond or you are unsatisfied with the outcome:
 - for **information and advice**, contact Consumer Affairs Victoria on 1300 55 81 81 or visit the [Consumer Affairs Victoria website](http://consumer.vic.gov.au/contact) (consumer.vic.gov.au/contact)
 - for help **resolving a dispute**, contact the Dispute Settlement Centre of Victoria on 1300 372 888 or visit the [Dispute Settlement Centre of Victoria website](http://disputes.vic.gov.au) (disputes.vic.gov.au), or
 - apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or go to the [Victorian Civil and Administrative Tribunal website](http://vcat.vic.gov.au) (vcat.vic.gov.au). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

Other important information

- In accordance with Section 158 of the *Owners Corporations Act 2006*, notices can only be delivered by post or in person.
- Your personal information is required by law to be disclosed to resolve the complaint.
- Details of all complaints and decisions are required to be reported to lot owners at the annual general meeting.
- Records of complaints must be kept by the owners corporation for 7 years.

RULES OF OWNERS CORPORATION

1 Definitions

1.1 In these rules:

- (a) “**Building**” means all buildings and improvements within the Plan of Subdivision.
- (b) “**Developer**” means DSI Nominees (Vic) Pty Ltd (ACN 600 236 253) (as bare trustee for Duggan Street Investments Pty Ltd (ACN 096 473 791) and R Project 14 Pty Ltd (ACN 164 969 528) (as trustee for R Project 14 Trust)) and includes its permitted assigns and invitees and the Developer’s Mortgagee.
- (c) “**Developer’s Mortgagee**” means any person or corporation who has taken from the Developer a mortgage or charge over any lot or each of the successors in title to those persons or corporations.
- (d) “**lot**” means all lots in the Plan of Subdivision.
- (e) “**Manager**” means the Manager for the time being appointed by the owners corporation under Part 6 of the OC Act.
- (f) “**Plan of Subdivision**” means plan of subdivision PS728974W
- (g) “**Security Key**” means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (h) “**occupier**” means any person who is occupying a lot, including an owner and includes where the context permits, the guests, agents, contractors or other invitees of the owner or occupier of the lot.
- (i) “**owner**” has the meaning given in the *Subdivision Act 1988 (Vic)*.
- (j) “**OC Act**” means the *Owners Corporation Act 2006 (Vic)*.
- (k) “**OC Regulations**” means the *Owners Corporation Regulations 2007 (Vic)*.
- (l) “**services**” means the services and utilities for various lots and the common property including the service pits, any venting system (including, without limitation, membrane barrier, vent curtain, pipework, vents and associated infrastructure), water, gas, electricity, lighting, telecommunications, data and sanitation.

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 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.

2 Health, safety and security

Model rules 1.1, 1.2 and 1.3 in Schedule 2 of the OC Regulations do not apply.

2.1 Health, safety and security of lot owners, occupiers of lots and invitees

A lot owner or occupier of a lot must not do anything, which may prejudice the security or safety of the common property, including without limitation:

- (a) leave open or permit to remain open any outside door providing access to the Building; and
- (b) prop open or allow to remain propped open any doors providing access to the Building.

2.2 A lot owner or occupier of a lot must not allow persons to follow them through the security doors to the Building or into garden areas (if applicable).

2.3 The owners corporation may take measures to ensure the security and to preserve the safety of the lot owners or occupiers, common property and the lots affected by the owners corporation from fire or other hazards and without limitation may:

- (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by lot owners or occupiers of any part of the common property;
- (b) permit to the exclusion of lot owners and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- (c) restrict by means of a Security Key the access of lot owners or occupiers;
- (d) restrict by means of a Security Key the access of the lot owners or occupiers of one level of the lots to any other level of the lots; and
- (e) cancel any Security Key issued where a lot owner is in arrears in payment of owners corporation levies in excess of two quarters.

2.4 An owner or occupier of a lot must abide by any decision, action or direction made or taken by the owners corporation to ensure that the health, safety and/or security of persons authorised to use the common property is not jeopardised in any way, including, without limitation, partaking in any emergency evacuation drills carried out with the owners corporation.

2.5 If the owners corporation restricts the access of the lot owners and occupiers under rules 2.3, the owners corporation may determine the number of Security Keys it makes available to lot owners free of charge. The owners corporation may charge a reasonable fee for any additional Security Key required by a lot owner.

2.6 A lot owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the lot owner or the owners corporation.

2.7 A lot owner or occupier of a lot in possession of a Security Key must not without the owners corporation's written consent duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another lot owner or occupier and is not to dispose of otherwise than by returning it to the lot owner or the owners corporation.

2.8 A lot owner or occupier of a lot must promptly notify the owners corporation if a Security Key issued to him is lost or destroyed. The lot owner or occupier will be responsible for reimbursing the owners corporation any necessary cost of maintaining security including the cost of changing locks and providing new security devices for all lots.

2.9 An owner or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested as required under relevant regulations and that back up batteries relating to the smoke detectors are replaced at least annually (if applicable).

2.10 Safety of children

A lot owner or occupier of a lot must ensure all children under the age of 14 years are supervised by an adult whilst using any common facilities.

2.11 Storage of flammable liquids and other dangerous substances

A lot owner or occupier of a lot must not:

- (a) except with the written consent of the owners corporation, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the owners corporation or cause any premium to be increased without the prior written consent of the owners corporation.

2.12 Waste disposal

(a) A lot owner or occupier of a lot must not:

- (i) deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose if applicable);
- (ii) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substances whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the lot owner or occupier concerned;
- (iii) dispose of any explosive or dangerous goods; or
- (iv) dispose of any hard waste in any part of the common property including the bin area. It is the lot owner or occupier's responsibility to remove, at their cost, any hard waste, oversized boxes, electrical items or any other rubbish that does not fit in in the receptacles or bins provided by the owners corporation (**Hard Waste**).

(b) A lot owner or occupier of a lot must dispose of garbage in the manner specified by the owners corporation from time to time but otherwise:

- (i) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the owners corporation, (if applicable);
- (ii) recyclable items, (including paper, cardboard and plastic) as from time to time nominated by the owners corporation must be placed in the receptacle or area designated for the items by the owners corporation (if applicable);
- (iii) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) or other designated garbage storage or disposal area situated on the common property (if applicable); and

- (iv) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area (if applicable).
- (c) A lot owner or occupier must compensate the owners corporation for any amount (being the relevant contractor's invoice plus administration fee of the owners corporation) in respect of any damage to garbage chute (where one is provided) caused by depositing glass in the garbage chute or other misuse of the garbage chute.
- (d) A lot owner or occupier must compensate the owners corporation for any amount (being the relevant contractor's invoice plus administration fee of the owners corporation) in respect of any removal of Hard Waste.

2.13 False alarm

A lot owner or occupier must pay any charges by any fire authority associated with the activation of a smoke detector in the lot owner or occupier's lot or in the common property or from a false alarm otherwise occasioned by the lot owner or occupier or any other person for whom the lot owner or occupier could be held responsible.

3 Management and administration

Model rule 2.1 in Schedule 2 to the OC Regulations does not apply.

3.1 Management and administration of common property and services

- (a) A lot owner 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 or any personal property vested in the owners corporation.
- (b) A consent given by the owners corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the lot owner or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.
- (c) Any complaint or application to the owners corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the owners corporation.
- (d) A lot owner or occupier must not inhibit or interfere any contractors, tradesperson or window cleaners engaged by the owners corporation and must permit contractors, consultants or workmen engaged by the owners corporation access to a Lot of common property for the purpose of maintenance, replacement or repair or any other works as authorised by the owners corporation.

3.2 Repair & maintenance of common property and services

- (a) Costs incurred on behalf of more than one owners corporation affecting the Plan of Subdivision will be apportioned by the Manager based on the best available criteria.
- (b) The unlimited owners corporation is responsible for the repair and maintenance of the external structure of the Building.
- (c) Each owners corporation is responsible for their respective repairs and maintenance (including all structural repairs), improvements and alterations which are not the responsibility of the unlimited owners corporation.
- (d) The owner of a lot is responsible for cleaning of all windows associated with the lot (except where a window is deemed inaccessible) and in any event that they

are not cleaned regularly as determined by the owners corporation the owners corporation may without notice have the windows cleaned the cost of which will be charged to the owner of the relevant lot.

3.3 Metering of services and apportioning of costs of services

- (a) The owners corporation may share among the members in the owners corporation the costs of supply and maintenance of any water facility, gas facility or power facility required for hot water, gas plates, heating or air-conditioning to the whole of the Building or any common property.
- (b) Where any lot is not separately metered in relation to any service including gas, electricity and/or water, then the lot owner shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the lot liability of that lot by the total lot liability of all lots serviced jointly and by no other reference.

4 Use of common property

Model rules 3.1, 3.2 and 3.3 in Schedule 2 to the OC Regulations do not apply.

4.1 Use of common property

Except for the purposes of maintenance and renewal and with the written consent of the owners corporation, a lot owner or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:

- (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with, including, without limitation, drilling or otherwise interfering with any structure;
- (b) the structural and 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 in any way.

4.2 A lot owner or occupier of a lot:

- (a) must not keep any animal upon a lot or the common property after being given notice by the owners corporation to remove such animal once the owners corporation has resolved that the animal is causing a nuisance or is a danger (this rule does not apply to an animal that assists a person with an impairment or disability);
- (b) must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards;
- (c) must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times;
- (d) must ensure that no animals are allowed in the gardens; and
- (e) must clean up after any animal debris and make good any damage caused by an animal to the common property.

4.3 A lot owner or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface any structure that forms part of the common property without the approval in writing from the owners corporation, but this rule does not prevent a lot owner or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the owners corporation from time to time.

4.4 A lot owner or occupier of a lot:

- (a) must not move any article likely to cause damage or obstruction through common property without first notifying the owners corporation or the Manager in sufficient time to enable a representative of the owners corporation or the Manager to be present; and
 - (b) may only move an article likely to cause damage or obstruction through common property in accordance with directions of the owners corporation, the Manager or the Manager's representative.
- 4.5 Without limiting the generality of the foregoing rules, a lot owner or occupier of the lot may only move items through the garage lift lobby (if applicable) or other area specifically designated by the owners corporation.
- 4.6 A lot owner or occupier of a lot must not, without the prior written consent of the owners corporation, remove any article from the common property placed there by direction or authority of the owners corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 4.7 The lot owner or occupier of a lot shall compensate the owners corporation for any amount (being the amount of the relevant contractor's invoice plus any administration fee incurred by the owners corporation) in respect of any damage to the common property or personal property vested in the owners corporation caused by that lot owner or occupier or their respective tenants, licensees or invitees.
- 4.8 A lot owner or occupier must not and must ensure that any Building security video surveillance system, located in common areas, is not tampered or intererred with at any time.
- 4.9 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. An approval under this rule may state a period for which the approval is granted.
- 4.10 An owner or occupier of a lot must not place or leave standing any item on the common property which is owned or controlled by them, unless authorised in writing by the owners corporation or the Manager.
- 4.11 Use of equipment, services and amenities on common property**
- (a) A lot owner or occupier of a lot must:
 - (i) not use or interfere or permit interference with any services or fire safety equipment except in the case of all emergency and must not obstruct any fire stairs or fire escape;
 - (ii) ensure compliance with fire laws and all statutory and other requirements, including those of the owners corporation relating to fire and fire safety in in respect of the lot and common property.
 - (b) A lot owner or occupier of a lot must not, without the written authority of the owners corporation or the Manager, interfere with the operation of any equipment, fixture or fittings installed on the common property.
- 4.12 Vehicles and parking on common property**
- (a) A lot owner or occupier of a lot must not:
 - (i) unless exercising rights granted by the owners corporation, park or leave a vehicle on common property so as to obstruct any driveway or entrance or exit to a lot or in any place other than in a parking area specified for such purpose by the owners corporation. A charge of \$50 plus GST per

hour or such greater amount as may be specified by the owners corporation will apply to each infringement of this rule;

- (ii) park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces which form part of a lot or otherwise designated by the owners corporation and the owners corporation reserves the right to remove offending vehicles, trailer or motor cycles;
 - (iii) permit oil leakages from any vehicle, trailer or motor cycle onto common property or their lot and must reimburse the owners corporation for the cost of cleaning and removing any oil stains to the garage or other part of the common property;
 - (iv) permit bicycling, roller blading, skate boarding, roller skating, ball games or children to play in the car parking areas, driveways or access pathways or any part of the common property;
 - (v) interfere with the operation, function or control of the electronic automatic doors or gates;
 - (vi) wash any vehicle in any area or car parking space or on the common property whatsoever;
 - (vii) exceed 5km speed limit in the car parking areas; or
 - (viii) sell or lease a car space or storage space within the Building to a person other than a person who is an owner or occupier of a dwelling on the Plan of Subdivision.
- (b) Permanent parking is not permitted in visitor's spaces (if any).
 - (c) An owner or occupier who accesses a car space through a common vehicle gate must ensure that they know how to operate the gate manually and in the event that they have cause to open the gate manually that they also close the gate immediately after use.

4.13 A lot owner or occupier of a lot must not:

- (a) permit any bicycle to be stored other than in the areas of the common property designated (if any) by the owners corporation or the Manager for such purpose and fitted with bicycle racks; and
- (b) store bicycles or other articles on balconies or exteriors of the lots or on any common property or otherwise permit any bicycle to be brought into a lot or the foyer, stairwells, lifts (if any), hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the owners corporation or the Manager from time to time.

4.14 A lot owner or occupier of a lot:

- (a) must only use (or permit to be used) the common area recreational facilities for their purpose specified by the owners corporation and all such use shall be in a thoughtful manner and with due and proper care;
- (b) must not breach nor permit the regulations as stipulated from time to time by the owners corporation to be breached in respect of the use of the recreational and surrounding designated areas;
- (c) must ensure that all of their visitors are accompanied by a resident in all recreational areas;
- (d) must ensure the recreational is left clean, tidy and in a safe state for use by other lot owners or occupiers; and
- (e) accepts that utilization of all recreational facilities is at their own risk, including, without limitation, the barbeque.

4.15 Drying laundry on common property or external or visible areas of lots

A lot owner or occupier of a lot must not hang or permit to be hung any clothes or other articles on the balustrade of any balconies, any landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot from the street level.

4.16 Management

- (a) A lot owner or occupier of a lot acknowledges that the owners corporation may make rules, decisions, directions and undertake actions concerning the use of the common property for access by members of the public (with or without bicycles and vehicles) to and from any lot affected by the common property.
- (b) The owners corporation is responsible for the arrangements and for the ongoing management and maintenance of the common property used by the members of the public (with or without bicycles and vehicles) to and from any lot affected by the common property including, without limitation:
 - (i) appoint a manager to prepare, manage and administer the ongoing management and maintenance of the common property used by the members of the public;
 - (ii) appoint an organising committee to organise, manage and administer the ongoing management and maintenance of the common property used by the members of the public;
 - (iii) obtain such approvals and permits required to hold for the ongoing management and maintenance of the common property used by the members of the public;
 - (iv) to ensure that access stairs and ramps leading from outside of the common property to the common property are available for use for the ongoing management and maintenance of the common property used by the members of the public;
 - (v) to pay charges, fees, and costs for any approval, permit or services provided due to the cost of having resources and monitoring conditions in connection with the ongoing management and maintenance of the common property used by the members of the public;
 - (vi) to close off or restrict any part of the common property not required for access by the public; and
 - (vii) permit, to the exclusion of a lot owner or occupier of a lot, any designated part of the common property to be used by the members of the public.
- (c) A lot owner or occupier of a lot must:
 - (i) abide by any decisions, directions and actions taken by the owners corporation in connection with for the ongoing management and maintenance of the common property used by the members of the public;
 - (ii) not do anything or permit anything to be done which will interfere with actions taken by the owners corporation in connection with the ongoing management and maintenance of the common property used by the members of the public;
 - (iii) not object to works (including without limitation, repair maintenance and redevelopment) being undertaken by the owners corporation in connection with the ongoing management and maintenance of the common property used by the members of the public, provided the owners corporation uses reasonable endeavours to minimise disruption to the use and enjoyment of the lot owner or occupier's lot;

- (iv) not bring any action or make any claim or objection against any party in relation to noise, construction, development, activity or performance in connection with the ongoing management and maintenance of the common property used by the members of the public.
- (d) A lot owner who does not occupy the lot or will be absent from the lot for more than 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.

5 Lots

Model rule 4.1 in Schedule 2 of the OC Regulations does not apply.

5.1 Change of use of lots

A lot owner or occupier of a lot must not:

- (a) use the lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other lot owner or occupier of a lot or their respective invitees;
- (b) use the lot or any part of it or part of the common property for any public announcement or for the display of any signage, placard or advertisement, including, without limitation, in relation to the sale or lease of a lot, unless previously approved by the owners corporation and affixed to the Property in the area designated for such signage by the owners corporation from time to time;
- (c) allow or permit more than one sign approved under sub-rule 5(b)) to be affixed to the lot at any given time and any such sign may be affixed for a period of no longer than 30 days unless otherwise agreed by the owners corporation and only where the Developer has completed selling lots within the Building or development;
- (d) use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the owners corporation;
- (e) allow the placement of goods outside storage cages and/or on car parking lots; or
- (f) allow their lot to be used for a purpose which may be illegal or injurious to the reputation of the Building or development including a massage parlour, brothel or similar purpose or in a manner which may constitute a nuisance or hazard to any other lot owner or occupier.

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

5.3 A lot owner or occupier of a lot must at the lot owner's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.

5.4 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 an way that will affect the insurance premiums for the owners corporation.

5.5 External appearance of lots

A lot owner or occupier of a lot must not:

- (a) paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot without the consent first obtained from the owners corporation;
- (b) construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the lot without the prior written consent of the owners corporation. The owners corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Building or if it interferes with the views or use and enjoyment of another lot or does not comply with the requirements of relevant authorities, including, without limitation, the municipal council;
- (c) construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature or security devices or wires without the previous consent in writing of the owners corporation;
- (d) install any air-conditioning unit in a lot or on a balcony, patio or courtyard without having received the prior written permission from the owners corporation;
- (e) install covering to any storage areas without the prior written consent of the owners corporation. Any covering must comply with fire regulations (i.e. being fire retardant) and of a colour approved by the owners corporation;
- (f) allow any balcony, terrace or garden area which forms part of any lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other members and occupiers occurs;
- (g) install any curtains, blinds, awnings or other window furnishings, whether inside their lot or external to their lot unless they are a cream or neutral colour and in a design and materials approved by the owners corporation;
- (h) install any flywire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so by the owners corporation and provided that said permission complies with the standards established by the owners corporation and governing authorities;
- (i) without the prior written consent of the owners corporation maintain inside 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;
- (j) place, display or hang any chattel, item (including any item of clothing or any wind chimes) or any signage) on or from a balcony or terrace forming part of the lot or common property;
- (k) damage any plants, gardens, lawns, driveways, curb and channel on the common property; and
- (l) interfere, penetrate, breach or permit any interference, penetration or breach of a slab of a Building.

6 Design

6.1 Design, construction and landscaping

A lot owner or occupier of a lot must:

- (a) keep the lot clean and in good repair;
- (b) keep all internal gardens and balconies clean, tidy and well maintained;
- (c) ensure their car parking space(s) are free of oil etc. The owners corporation reserves its right to clean any area and charge the owner for the cost incurred;

- (d) not install a safe in a lot without the written consent of the owners corporation and before submitting to the owners corporation a structural engineering report in respect of the proposed installation;
 - (e) not breach fire regulations by installing unapproved dead locks or peep holes that would void the owners corporation's insurance policy;
 - (f) not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the owners corporation; and
 - (g) enclose a carpark lot.
- 6.2 The owners corporation will be responsible for the maintenance of any landscaping installed on the common property or any lot where it has been installed on a lot by the Developer.
- 6.3 Where a owner or occupier of a lot is installing a new appliance, that owner or occupier must use reasonable endeavours to ensure the new appliance has the same or higher energy rating as the appliance being replaced.

7 Behaviour of persons

Model rules 5.1 and 5.2 in Schedule 2 of the OC Regulations do not apply.

7.1 Behaviour of owners, occupier and invitees on common property

- (a) A lot owner or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the lot owner or occupier of another lot or to any person lawfully using common property.
- (b) A lot owner or occupier of a lot must not smoke or permit smoking in the stairwells, lifts, foyers and carpark forming part of the common property or such other parts of the common property as the owners corporation or the Manager may designate from time to time.
- (c) A lot owner or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property. i.e. gardens, barbeque area or other recreational facilities (if applicable).
- (d) A lot owner or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.
- (e) A lot owner or occupier of a lot must not without the prior written consent of the owners corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.
- (f) A lot owner or occupier of a lot must take all reasonable steps to ensure the invitees of the lot owner or occupier comply with these rules. If an invitee of a lot owner or occupier causes damage to the common property, the lot owner or occupier responsible for the invitee will be liable for to the owners corporation for any cost of making good the damage caused.
- (g) A lot owner or occupier must not bore or permit anybody to bore holes in a lot or common property or otherwise abstract any groundwater for any use.

7.2 Noise and other nuisance control

A lot owner or occupier of a lot must not:

- (a) create any noise or behave in a manner likely to interfere or obstruct with the peaceful enjoyment of the lot owner or occupier of another lot or of any person lawfully using common property or which otherwise fails to comply with the Environmental Protection (Residential Noise) Regulations 2008;
- (b) obstruct the lawful use of common property by any person;
- (c) use washing machines, vacuum cleaners, tumble dryers and dishwashers between the hours of 10 p.m and 8 a.m; or
- (d) without limiting the generality of the foregoing, use machinery which may be heard outside a lot, including without limitation, hammer drills or jack hammers in a lot, between the hours of 2.00 p.m and 10.00 a.m on weekdays or on weekends at all.

7.3 Positive obligations of lot owners or occupiers

A lot owner or occupier shall do or cause to be done the following:-

- (a) pay any increased premium for any insurance policy effected by the owners corporation occasioned by his/her particular use of the lot or common property;
- (b) repair and maintain the interior of the lot and parts of the common property in the exclusive use of the lot owner or occupier and maintain in good repair and working order and keep clear all sanitary and sewerage and other apparatus and equipment wholly within the lot used for the supply of electricity, water, hot water, gas heating and cooling installation, security systems or other services to the lot, all wires within the lot or on the common property used in connection with wireless or television reception which service exclusively the lot, all sewers, drains, tubes, pipes, ducts and wires which are wholly within and terminate in the service lot and any tank, cistern, wireless aerial or television antenna, lifts, heating and cooling installation, security system and any other equipment or apparatus now on or which may hereafter be installed on the common property and any sewers, drains, tubes, pipes, ducts or wires used in connection therewith on the common property which serve exclusively the lot and pay for the renewal repair or reinstatement thereof;
- (c) report to the owners corporation or building caretaker or manage any accidents to or failure of any services which affects the use and enjoyment of such services by owners and occupiers of lots in the Building or of the common property;
- (d) when leasing his/her lot (where such leasing is permitted) make it a condition of the lease or tenancy that the lessee or tenant shall comply with the rules of the owners corporation and the Subdivision Act (Vic) 1988 and the Subdivision (Owners Corporation Regulations 2007) or such other replacement Regulations that are in force from time to time;
- (e) only use the common facilities in such hours as the owners corporation may set for their use from time to time; and
- (f) each member shall ensure that, in the event of the replacement or repair of any glass which forms part of the exterior of the Building (whether inside the boundary of a lot or otherwise), the replacement glass or repair shall comply with the specification of the glass which is replaced or repaired.

8 Use of lifts

A lot owner or occupier of a lot must not:

- (a) use any lift for any other purpose other than to gain access to his or her lot as directed by the owners corporation and not unless the use is in accordance with any operating instructions of the lift supplier or rules made by the owners corporation with respect to use of lifts;
- (b) without the consent of the owners corporation use the lifts for delivery or removal of goods except between 9 a.m and 5 p.m on business days or at any time without using lift covers.

9 Relocations, deliveries, works & tradesman (other than the Developer)

9.1 A lot owner or occupier must not:

- (a) give less than forty-eight (48) hours notice to the owners corporation or its representative before any furniture, fittings or equipment may be moved in or out of any lot via the lift. Also the moving of same must be done in a manner and at the time directed by the representative of the owners corporation PROVIDED THAT nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of common property or of property belonging to the owner or occupier of any other lot;
- (b) permit any vehicles to restrict vehicle access;
- (c) damage, obstruct or interfere with the lift stairways, corridors or any other common property when moving any items in or out of any lot;
- (d) arrange for trades persons (except in emergencies) or any nature or kind to perform works to be carried out except during normal working hours, 8.00a.m to 6.00p.m and there shall be no works done by trades people on weekends or public holidays without supervision by the owner or occupier of the lot and is done so at the sole responsibility of the owner or occupier so arranging;
- (e) undertake any renovation works without providing the owners corporation at least 28 days prior to those works;
- (f) carry out any works other than in accordance with the reasonable directions of the owners corporation; and
- (g) arrange for deliveries of any kind or nature unless the lot owner or occupier is at or on the premises to accept the delivery.

9.2 A lot owner or occupier of a lot must not undertake any works (including any physical intervention, excavation or action that may result in a change to the nature, appearance or physical nature of a lot both internally and externally and any removal or destruction of trees or vegetation) within or about or relating to a lot except in accordance with the following requirements:

- (a) such building works may only be undertaken after all requisition permits, approvals and consents under all relevant laws have been obtained and copies of which have been given to the secretary of the owners corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof;
- (b) the owner or occupier must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other lot owners and occupiers;
- (c) the owner or occupier must not proceed with any such works until the owner or occupier:

- (i) submits to the owners corporation plans and specifications of any works proposed by the lot owner or occupier which affect the external appearance of the Building or any of the common property or which affect the structure or services or the fire or acoustic ratings of any component of the Building;
 - (ii) supplies to the owners corporation further particulars of those proposed works as the owners corporation requests and as shall be reasonable to enable the owners corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall services to the Building and individual floors; and
 - (iii) receives written approval for those works from the owners corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the owners corporation (which costs may include the cost of building consultants engaged by the owners corporation to consider such plans and specifications) are paid by the owner or occupier and such approval shall not be effective until such costs have been paid; and
 - (iv) pay such reasonable costs to the owners corporation,
- (d) a lot owner or occupier of a lot must ensure that:
- (i) the owner or occupier and their respective employees, agents and contractors undertaking such works comply with the proper and reasonable directions of the owners corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work;
 - (ii) the main building entrance and lobby are not used for the purposes of taking building materials or building workmen to and from the relevant lot unless the owners corporation gives written consent to do so; and
 - (iii) such employees, agents and contractors are supervised in carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein,
- (e) without limiting the generality of sub-rules (d) the lot owner or occupier must ensure their respective employees agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (i) building materials must not be stacked or stored on the front, side or rear of the Building;
 - (ii) scaffolding must not be erected on the common property or the exterior of the Building except with the prior written consent of the owners corporation;
 - (iii) construction work must comply with all laws and requirements of the relevant government agencies;
 - (iv) the exterior of the Building and common property must at all times be maintained in a clean, tidy and safe state; and
 - (v) construction vehicles and construction workers' vehicles must not be brought into or parked in the common property,
- (f) before any of the works commence, the lot owner or occupier must:
- (i) cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the owners corporation; and

- (ii) deliver a copy of the policy and certificate of currency in respect of the policy to the owners corporation,
- (g) access shall not be available to other lots on the Plan or common property for the installation and maintenance of services and associated building works without the consent of licence of the owner of the relevant lot or of the owners corporation in case of common property;
- (h) a lot owner or occupier of a lot shall immediately make good any damage to and dirtying of the Building, the common property, the services or any fixtures, fittings or finishes thereof or therein which are caused by such works and if the owner or occupier fails to immediately do so within a reasonable period of time) must make good the damage and dirtying and in that event the owner or occupier shall indemnify and keep indemnified the owners corporation against any costs or liabilities incurred by the owners corporation in so making good the damage or dirtying; and
- (i) an owner or occupier of a lot must forthwith make good any damage occasioned to the Building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the owners corporation's election) to reimburse to the owners corporation the cost incurred or to be incurred by the owners corporation in making good any such damage.

10 Levies

All lot owners are to pay the owners corporation fees or levies on the due date as specified by the owners corporation Manager. Any unpaid fees or levies will attract an interest charge set by the Penalty Interest Rates Act 1963 (Vic).

11 Dispute resolution

- (a) The grievance procedure set out in this rule applies to disputes involving a lot owner, a Manager, an occupier of a lot or the owners corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (d) 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.
- (e) 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.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) 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 OC Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the OC Act.

12 Special rules for the developer

- 12.1 Save as provided in this rule, nothing in these rules will prevent or hinder the Developer from completing construction of any improvements on and to any of the lots or common property and without limitation the Developer may at any time or times (and whether in one or more stages):
- (a) cause to be carried out all and any building and construction of any part of the Building or development and fitting out works on or to any part of the Building or development;
 - (b) stack or store building materials on any lot or the common property;
 - (c) use in any way it considers necessary any part of the common property to facilitate completion of building, construction or fitting out works of any part of the Building or development; and
 - (d) temporarily shut down services to the Building or development or part thereof to enable various works to be carried out.
- 12.3 Nothing in these rules will prevent or hinder the Developer from selling any lot and without limitation the Developer may at any time:
- (a) use any lot as a display lot or office to assist in the marketing and sale of other lots;
 - (b) place anywhere on the common property or any lot signs and other materials relating to the marketing, sale or lease of lots;
 - (c) conduct in a lot or anywhere on the common property any inspection or auction sale of a lot; and
 - (d) use in any way it considers necessary any part of the common property for the purposes of selling lots.
- 12.4 For the avoidance of doubt, the hours during which machinery may work, as referred to in rule 7.2(d), do not apply to the Developer.
- 12.5 Every lot owner and occupier hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this rule without any prevention or hindrance of such lot owner or occupier.
- 12.6 The owners corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of and improvements on and to the lots and common property by the Developer 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 close off from access by lots owners and occupiers parts of the common property when it is necessary to do so.