

## Owners Corporation Rules

### Conservatory

**9 - 23 Mackenzie Street, Melbourne**

**Plan of Subdivision PS738290Q**

**Owners Corporation 1**

Ref TG:881515

Doc ID 588960723/v1

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## Table of contents

<b>1.</b>	<b>Definitions and interpretation clauses</b>	<b>1</b>
1.1	Definitions	1
1.2	Interpretation	1
1.3	Inconsistency with law	1
1.4	Severance	1
<b>2.</b>	<b>Rules and Laws</b>	<b>2</b>
2.1	Rules	2
2.2	Compliance with Rules and Laws	2
2.3	Lot Owners responsible for invitees	2
2.4	Incorporation of Act	3
2.5	Use of lots - UEM Sunrise (Mackenzie Street) Pty Ltd - Display Lot	3
<b>3.</b>	<b>Development Rights</b>	<b>3</b>
3.1	UEM Sunrise (Mackenzie Street) Pty Ltd's rights	3
3.2	No objection	4
3.3	Management Lot	4
<b>4.</b>	<b>Owner's obligations</b>	<b>5</b>
<b>5.</b>	<b>Common Property structures, gardens and amenities</b>	<b>10</b>
5.1	Alterations to Lots and Common Property	10
5.2	Vehicles	11
<b>6.</b>	<b>Insurance and related matters</b>	<b>13</b>
<b>7.</b>	<b>Security</b>	<b>14</b>
<b>8.</b>	<b>Garbage Collection</b>	<b>16</b>
<b>9.</b>	<b>Notice of Accidents/Damage to Property</b>	<b>17</b>
<b>10.</b>	<b>Contractors</b>	<b>17</b>
<b>11.</b>	<b>Notification of Infectious Diseases</b>	<b>18</b>
<b>12.</b>	<b>Owners Corporation Rules and Notices</b>	<b>18</b>

12.1	Notices to be Observed	18
12.2	Invitees	18
12.3	Rules to be Accessible	18
12.4	Flammable Materials	18
12.5	Maintenance and Upgrading of Services	19
<b>13.</b>	<b>Retail / Commercial Lots</b>	<b>19</b>
<hr/>		
<b>14.</b>	<b>Support and provision of services</b>	<b>23</b>
<hr/>		
14.1	Metering of services	23
14.2	Provision of services	23
14.3	Support of services	23
14.4	Apportionment of costs of services	24
<b>15.</b>	<b>Storage</b>	<b>24</b>
<hr/>		
15.1	Storage and placement of bicycles and personal items	24
<b>16.</b>	<b>Fire control</b>	<b>25</b>
<hr/>		
16.1	Lot Owners and Occupiers must not:	25
16.2	Lot Owners and Occupiers must ensure that:	25
<b>17.</b>	<b>Owners Corporation Manager</b>	<b>25</b>
<hr/>		
17.1	Owners Corporation Manager	25
17.2	Consent of Owners Corporation	26
<b>18.</b>	<b>Notices and compliance</b>	<b>26</b>
<hr/>		
18.1	Address of new owners	26
18.2	Address of absent owners	26
18.3	Advice to occupiers	27
18.4	Duties of occupiers of lots	27
18.5	Non-Compliance	27
18.6	Recovery of Costs	28
18.7	Recovery of Expenditure	28
<b>19.</b>	<b>Complaints and dispute resolution</b>	<b>29</b>
<hr/>		
19.1	Complaints	29
19.2	Dispute resolution	29

<b>20.</b>	<b>GST</b>	<b>30</b>
20.1	Definition	30
20.2	Payment	30

# Owners Corporation Rules - Conservatory

## 1. Definitions and interpretation clauses

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### 1.1 Definitions

In these Rules:

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### 1.2 Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience of reference only and do not affect interpretation;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to a person includes any company, partnership, joint venture or other entity;
- (d) a reference to a thing includes part of that thing;
- (e) a reference to a document includes an amendment or supplement to, or replacement or novation of that document;
- (f) a reference to Laws includes all Laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and other legislative instruments made under that statute; and
- (g) these Rules operate in addition to any obligation or responsibility imposed on Lot Owners under any Law or common law or in equity.

### 1.3 Inconsistency with law

The obligations and restrictions in these Rules are to 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.

### 1.4 Severance

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be struck down and shall have no further force and effect, however all remaining Rules or part thereof

capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

## 2. Rules and Laws

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### 2.1 Rules

- (a) These Rules exist for the purpose of controlling, managing and administering the use and enjoyment of Common Property and Lots.
- (b) These Rules are binding on:
  - (i) Lot Owners;
  - (ii) Occupiers;
  - (iii) the Owners Corporation; and
  - (iv) lessees, licensees and/or sub-lessees or sub-licensees of Common Property.

### 2.2 Compliance with Rules and Laws

- (a) Lot Owners and Occupiers must, and Lot Owners must ensure that Occupiers, at their own cost and in a timely manner, comply with all Rules and Laws relating to:
  - (i) Lot Owners' Lots;
  - (ii) the use of Lot Owners' Lots; and
  - (iii) the use of Common Property and services to the Building and Land.
- (b) The Laws referred to in Rule 2.2(a) include but are not limited to, planning Laws, development approvals, building or other approvals, consent requirements notices and or offers of statutory or governmental authorities.

### 2.3 Lot Owners responsible for invitees

Lot Owners must ensure that all invitees of Lot Owners and Occupiers comply with these Rules and all Laws relating to Lot Owners' Lots whilst on the Lot Owners' Lots or the Common Property.

- (a) Lot Owners are responsible for any breaches or failures to comply with these Rules or any Laws relating to Lot Owners' Lots by:
  - (i) Lot Owners' invitees;
  - (ii) Occupiers; and

- (iii) invitees of Occupiers.

## 2.4 Incorporation of Act

To the extent permitted by Part 8 and Schedule 1 of the Act the Owners Corporation adopts as Rules the provisions of the Act and the Regulations and Proprietors of lots must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these Rules.

## 2.5 Use of lots - UEM Sunrise (Mackenzie Street) Pty Ltd - Display Lot

- (a) While UEM Sunrise (Mackenzie Street) Pty Ltd is the owner of any Lot it may:
  - (i) use any such Lot for display purposes with reason; and
  - (ii) allow prospective purchasers of any Lot to inspect such display Lot
- (b) Notwithstanding any other Rule UEM Sunrise (Mackenzie Street) Pty Ltd:
  - (i) is entitled to progressively develop staged lots as set out in the Plan;
  - (ii) is entitled to incorporate further land into the Plan, to become part of the Land;
  - (iii) not comply with any Rule:
    - (A) which is inconsistent with or limits its rights under this Rule: or
    - (B) the application of which, in UEM Sunrise (Mackenzie Street) Pty Ltd 's opinion is inappropriate to the development, the Land or the Plan.
- (c) Use such signs, advertising or display material in or about the display Lot and Common Property.

## 3. Development Rights

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### 3.1 UEM Sunrise (Mackenzie Street) Pty Ltd's rights

Notwithstanding anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act, or Regulations, has the power and authority to grant UEM Sunrise (Mackenzie Street) Pty Ltd or its associated entity the right to erect signs on the Common Property. Lot Owners and Occupiers must not hinder or impede UEM Sunrise (Mackenzie Street) Pty Ltd or its associated entity from exercising its rights under any agreement entered into under this Rule.

### 3.2 No objection

UEM Sunrise (Mackenzie Street) Pty Ltd or its associated entity is permitted to use and develop the Common Property for the purpose of developing the Development. If any damage is caused directly to the Common Property or anything on the Common Property due to such works, UEM Sunrise (Mackenzie Street) Pty Ltd or its associated entity will make good the damage at its expense.

### 3.3 Management Lot

A Lot from time to time, owned and selected by UEM Sunrise (Mackenzie Street) Pty Ltd may be used for administration, management and related purposes by the Owners Corporation and/or any person appointed for such purposes by the Owners Corporation:

- (a) UEM Sunrise (Mackenzie Street) Pty Ltd or its associated entity shall be and is by this Rule, authorised by each and every Owners Corporation in the Plan of Subdivision to:
- (i) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development and Common Property;
  - (ii) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development and Common Property;
  - (iii) exclude all and any Lot Owners or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
  - (iv) erect for sale promotional advertising or other signs may require on any part of the Common Property;
  - (v) grant rights to use or access through or over the Common Property to third parties on such terms and conditions it thinks fit;
  - (vi) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the project;
  - (vii) use whatever rights of way and/or points of egress and ingress to the Development, the Land and the Common Property as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works or development; and
  - (viii) collect, use and disclose the Data relating to Lot Owners and/or Occupiers for the purposes of:
    - (A) providing feedback to Lot Owners and/or Occupiers on their usage of utilities and services on the Lot;



- (B) enabling Lot Owners and/or Occupiers to compare statistical and historical data related to the average usage of utilities and services on the Lot, for the Building and Land;
  - (C) reporting under any environmental or Health and wellbeing monitoring schemes including any carbon emissions scheme, NATHERS/NABERS, Green Star, GRESB or WELL Building standard;
  - (D) improving the operational performance of the Building; and
  - (E) billing of utilities and services.
- (b) the Owners Corporation must, within 48 Hours of being requested by UEM Sunrise (Mackenzie Street) Pty Ltd or its associated entity sign whatever consents, authorities, permits or other such documents as may be required to enable it or its associated entity or its mortgagee or chargee to complete the Development.

#### 4. Owner's obligations

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(a) Use of Lot

A Lot Owner must not and must ensure that the Occupier does not and the Occupier must not:

- (i) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Lot Owners or Occupiers or their invitees unless agreed in writing by the Owners Corporation;
- (ii) create or allow any noise or behave in a manner likely to interfere with the peaceful enjoyment of other Lot Owners or Occupiers unless agreed in writing by the Owners Corporation;
- (iii) when on Common Property, or on any part of a Lot so as to be visible from another Lot or from Common Property, be clothed and must 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 common property;
- (iv) consume alcohol or take glassware onto the Common Property or permit persons under its control to consume alcohol or take glassware onto the Common Property unless prior written approval has been obtained in writing from the Owners Corporation;
- (v) use or permit a Lot affected or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Owners Corporation or which may cause a nuisance or hazard to any

other Lot Owner or Occupier of any other Lot or the invitees of any such other Lot Owner or Occupier;

- (vi) fit any covering over external areas of the Lot (including ground floor patio and balconies) as the Owners Corporation may determine from time to time by way of an application to the Owners Corporation; plant or permit to be planted any plants, trees, lawn or other vegetation; store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent;
- (vii) keep the Lot in a manner which is dangerous or likely to cause danger to life, persons or property;
- (viii) store or accumulate any matter, substance or thing which is dangerous or likely to cause danger to life or property without prior written consent of the Owners Corporation. Items included in this definition that are for personal use may be stored without consent if they are stored and used in accordance with the manufacturers recommendations or any other applicable standard;
- (ix) store or accumulate in public view or permit to be so stored or accumulated any materials goods or debris on any part of a Lot;
- (x) obstruct any fire appliance cupboard, stairway, landing or lift lobby or permit the same to be obstructed;
- (xi) permit any tradesman, contractor or other person carrying out any works to be on the Lot or the Common Property:
  - (A) on any public holiday or Sunday; or
  - (B) before 9.00 am or after 6.00 pm Monday to Friday; or
  - (C) before 9.00 am or after 6.00 pm on Saturday;
  - (D) except in the case of an emergency which includes:
    - (E) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service; or
    - (F) a leak or a similar problem requiring prompt attention; or
    - (G) cracking or a similar problem likely to affect the immediate safety of the building;
- (xii) display or hang or permit to be displayed or hung any clothes or other articles on any part of the exterior of the Lot (including without limitation Balconies or Terraces) or so as to be visible from outside the Lot;

- (xiii) damage or deface or obstruct or suffer to be damaged, defaced or obstructed the Common Property or any part thereof;
- (xiv) install, or allow the installation of any window furnishing that is viewable from the outside of the Building that is not in accordance with these Rules. Any window furnishing must be dark grey on the side facing the external of the building and as determined by the Owners Corporation from time to time; or
- (xv) do or permit to be done on the Lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable for the insurance of the Common Property or any part or parts thereof or any policy for such insurance may become void or voidable.

(b) Lot Owners:

- (i) must, and must ensure that the Occupier of the Lot will at the Lot Owner's cost, replace any Security Fob which is issued to the Lot Owner by the Owners Corporation; and
- (ii) comply with any directions made or action taken by the Owners Corporation pursuant to the duty of the Owners Corporation to manage and administer the Common Property under the Act.

(c) Leasing

A Lot Owner may let a Lot but only:

- (i) by means of a written lease or tenancy agreement; and
- (ii) if that lease or agreement obliges the lessee or tenant to comply with these Rules; and
- (iii) if the lessee or tenant signs an agreement confirming their acceptance of these Rules if required to do so by the Owners Corporation; and
- (iv) The Lot Owner provides the name, address and a contact telephone number of the Occupier.

(d) Short term leasing

- (i) A Lot Owner and/or Occupier of a Lot must not lease, sub-lease, licence, rent, hire or otherwise deal with a lot or permit a lot to be leased, sub-leased, licenced, rented, hired, or otherwise dealt with, as a short term letting (for a period of not less than 120 days) including Airbnb;
- (ii) A Lot Owner and/or Occupier of a Lot must not use the Lot, or permit the Lot to be used, as a service apartment or the residential hotel accommodation;

- (iii) A Lot Owner and/or Occupier of a Lot must not use the Lot, or permit the Lot to be used, in the operation of a service apartment scheme, residential hotel, or similar business;
- (iv) A Lot Owner and/or Occupier of a Lot must not permit the Lot to be occupied by any person other than:
  - (A) the Lot Owner and/or Occupier;
  - (B) a family member of the Lot Owner and/or Occupier; or
  - (C) a bona fide non-commercial guest of the Lot Owner and/or Occupier
 for a Restricted Stay; or
- (v) A Lot Owner and/or Occupier of a Lot must not enter into an Occupation Agreement under which one or more people may be granted the right to occupy the Lot for a Restricted Stay.

Note: **Occupation Agreement** means an arrangement or agreement (including a lease, licence or management agreement) giving any person the right to occupy the lot or to allot others to occupy the lot.

**Restricted Stay** means a stay that is scheduled to end less than 2 weeks after it commences, but does not include a period of over holding under a lease that was granted for an initial term of 6 months or more.

(e) Noise

No person may in a Lot or on Common Property:

- (i) carry on a noxious or offensive activity; or
- (ii) make or allow noise in a Lot or on Common Property that will interfere with the quiet enjoyment of another Lot or the Common Property by others.

(f) Appearance

A person may not display a sign or notice on part of a Lot or on Common Property in any manner whatsoever so it is visible from outside the Lot without the prior written approval of the Owners Corporation.

(g) Auctions

A Lot Owner must not permit any auction sale to be conducted or to take place in the Lot or within the Development or Land without the prior approval in writing of the Owners Corporation.

(h) Animals

- (i) Lot Owners and/or Occupiers must not keep animals unless:
  - (A) the Lot Owner and/or Occupier complies with this Rule; and

- (B) the animal is kept on a leash and muzzled or in a locked carrier designed for the sole purpose of carrying animals whenever outside the lot;
  - (C) registered with as is required by law from time to time and all animals must wear any registration tag and identification tag clearly showing the member, occupier, invitee or guest's address and telephone number;
  - (D) vaccinated, wormed and treated for fleas;
  - (E) free from communicable disease;
  - (F) the Lot Owner and/or Occupier gives the Owners Corporation prior details of the pet including without limitation the breed, approximate age and registration where applicable;
- (ii) Lot Owners and/or Occupiers of a lot may only keep an animal on its lot with the consent of the Owners Corporation, which consent shall not be reasonably withheld. For the sake of clarity, under no circumstances shall any Lot Owners and/or Occupiers of a lot have more than one (1) pet and no pet shall be greater than 10kg in weight.
  - (iii) If any animal causes a nuisance, the Owners Corporation may give notice to remove the animal from a lot or common property (or both). Lot Owners and/or Occupiers must remove the animal from a lot or the common property immediately upon receipt of the notice of the Owners Corporation.
  - (iv) A Lot Owner and/or Occupier of a lot must ensure that any animal in his/her control does not urinate or defecate on the common property and must be responsible to clean any mess caused by his/her animal immediately.
  - (v) A Lot Owner and/or Occupier of a lot must ensure that any animal in its control is kept on a lead, if a dog or a cat in a cage or similar, when on Common Property.
  - (vi) Rule 5(g) does not apply to an animal which assists a person with an impairment or disability, however, the Owners Corporation may require the Lot Owners and/or Occupiers of such animal to take reasonable steps to prevent the occurrence of any nuisance and/or damage in accordance with these Rules.
- (i) Section 173 Agreement
 

The Owners Corporation must comply, and must to the extent applicable, procure that each Lot Owner and any Occupier of a Lot Owner's lot complies, with all the obligations of any Section 173 Agreement.
  - (j) Local Laws

The Owners Corporation, Lot Owners, Occupiers and visitors must comply with all Local Laws.

## 5. Common Property structures, gardens and amenities

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### 5.1 Alterations to Lots and Common Property

(a) Alterations - Lots

Lot Owners and Occupiers may not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot.

(b) Alterations - Common Property

(i) Lot Owners and Occupiers must not:

- (A) alter;
- (B) paint or otherwise mark;

(ii) core into concrete slabs;

(iii) drive nails or anything else into; or

(iv) otherwise damage or deface,

any structure (including any irrigation equipment or piping) forming part of the Common Property except with the prior written consent of the Owners Corporation.

(c) Interference - Common Property

Lot Owners, Occupiers and visitors must not:

(i) damage a lawn or garden;

(ii) damage or remove any plant or part of a plant; or

(iii) interfere with the operation of irrigation,

on Common Property.

(d) Damage to Landscaping on Common Property

(i) damage any of the Landscape situated upon the Common Property;  
or

- (ii) except with the prior written consent of the Owners Corporation use for the Lot Owners and/or Occupier's own purpose as a garden any of the Common Property.

(e) **Maintenance**

Lot Owners and Occupiers must:

- (i) maintain in good condition and repair the exterior of the Lot and/or Building including (without limitation) all fences, walls, windows, gates, sidewalls, walkways within a Lot;
- (ii) make any necessary arrangements for supply of sufficient water for the maintenance and irrigation of all landscaping within a Lot and pay for such water; and
- (iii) take all practicable steps to prevent infestation of the Lot by vermin or insects.

5.2 **Vehicles**

(a) **Parking & Repair**

- (i) Lot Owners and Occupiers must not, and must ensure that its guest(s) or invitee(s) do not, unless in the case of an emergency:
  - (A) use or permit to be used any part of a car space other than to park a vehicle;
  - (B) park or leave a vehicle, or permit a vehicle, to be parked or left:
    - (1) on common property; or
    - (2) in car spaces owned by other lot owners;
  - (C) fail to comply with any directions of the Owners Corporation, including through the Building Manager, in relation to car parking;
  - (D) load or unload vehicles so as to cause interference to other vehicles or vehicular or pedestrian traffic, and then only in strict compliance with any Rules of use;
  - (E) use or permit to be used any part of the common property or a lot to wash, clean or repair any vehicle, except in the designated washing bay; or
  - (F) sell or dispose of any car space independently of the sale or disposition of a primary dwelling lot.
- (ii) Any vehicle required on the Building to conduct building or other trade works must obtain the prior approval of the Building Manager and,

only upon obtaining such approval, may be parked in the area designated by the Building Manager.

- (iii) RACV or similar road service vehicles and personnel may utilise any part of the common property and or a lot for the purposes of recharging or replacing a motor vehicle's battery.
- (iv) Lot Owners and Occupiers may permit a guest or invitee to utilise its own car park provided such use does not unreasonably interfere with another Lot Owners and Occupiers' use and enjoyment of its lot and or the common property.
- (v) The Owners Corporation shall have no liability for any theft, damage to, or personal injury related to, vehicles whether parked or mobile in the car park.
- (vi) The Owners Corporation may, at its discretion, deny access to the car parking area to any driver who is unable to produce a valid access card.
- (vii) Lot Owners and Occupiers are permitted to park vehicles only within the parking bays allocated to their specific lot.
- (viii) Lot Owners and Occupiers shall comply with all directional signs and the speed limit of 8 kph must be observed at all times by all vehicles whilst on common property.
- (ix) Lot Owners and Occupiers shall exercise due care and skill while driving in or about the car park.
- (x) Lot Owners and Occupiers shall not permit their vehicles to be cleaned, serviced or repaired in the car park except in those areas set aside by the Owners Corporation for such purposes.
- (xi) Lot Owners and Occupiers may wash and clean their vehicles in the area designated as the 'car wash bay' (if any). Lot Owners and Occupiers must ensure that traffic is not obstructed during use and that the floor is hosed down and any residue cleaned up and removed upon completion. The Owners Corporation will, at its discretion, charge the Lot Owners and Occupiers responsible for any consequential costs of cleaning that arise from a failure to adhere this Rule.
- (xii) No person entering the car park shall place, throw or drop any rubbish about the car park, nor permit any rubbish to be thrown or dropped from his or her vehicle in or about the car park. The Owners Corporation will, at its discretion, charge the Lot Owners and Occupiers responsible for any consequential costs of cleaning.
- (xiii) Lot Owners and Occupiers shall not do or permit anything to be done that shall cause or be a nuisance or disturbance to users of the car park.



- (xiv) Lot Owners and Occupiers must not use any car space for a purpose other than parking a vehicle in a manner that is fair and reasonable to other Lot Owners and Occupiers in the absence of the prior written consent of the Owners Corporation.
- (xv) Lot Owners and Occupiers must not to store any goods and chattels in the car park other than a shopping trolley without the prior written consent of the Owners Corporation.
- (xvi) The Owners Corporation shall not be responsible and will have no liability for:
  - (A) any damage sustained by a driver's vehicle while inside the car park or while entering or leaving the car park;
  - (B) any damage sustained to a Lot Owners and Occupiers' storage cage, the storage rooms or the contents therein; and
  - (C) the theft of any vehicle or its contents parked in the car park, a bicycle or other chattel located in the car park and any storage cage, storage room or their contents therein.
- (xvii) Lot Owners and Occupiers shall ensure that their vehicles do not leak oil or leave any other residue within the car park. The Owners Corporation will, at its discretion, charge the Lot Owners and Occupiers responsible for any consequential costs of cleaning.
- (xviii) Should a Lot Owner or Occupier become informed or otherwise aware of a breach of these Special Rules, the Lot Owner or Occupier must advise the Owners Corporation, within a reasonable time.

## 6. Insurance and related matters

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### (a) Restrictions

A person must not bring to, do or keep anything on a Lot which:

- (i) will increase the rate of premium for insurance on another Lot or the Common Property;
- (ii) conflicts with Laws relating to fire or any insurance policy on another Lot or the Common Property.

### (b) Insurance

All Lot Owners must ensure that any improvements within a Lot are in compliance with all laws and legal requirements and in keeping with Good Manufacturing Practice standards.

### (c) Insurance premiums

- (i) Lot Owners must not, without prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premiums for any insurance policy affected by the Owners Corporation.
- (ii) Lot Owners must, if the Owners Corporation demands, reimburse the Owners Corporation for any difference in insurance premiums resulting from any consent provided by the Owners Corporations pursuant to these Rules.

## 7. Security

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### (a) Common Property Security

The Owners Corporation may arrange and operate a security system to monitor the land affected by the Owners Corporation.

### (b) The Owners Corporation:

- (i) is responsible for control of the security system; and
- (ii) may employ servants, agents or contractors to operate the system.

### (c) Security Arrangements

The security arrangements may, at the discretion of the Owners Corporation, include without limitation the following:

- (i) the issue of Security Fobs upon conditions, including payment of a deposit;
- (ii) the right (upon complaint) to remove any person from a Lot or the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;
- (iii) the right to enter upon any part of a Lot or the Common Property for the purpose of maintaining its security;
- (iv) the right of admission to any person subject to limits on the time of use and the parts of Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
- (v) that parts of the Common Property are secured against entry as approved by the Owners Corporation by unauthorised persons; and
- (vi) that security patrols, locks and other security devices or procedures are used to implement or operate it.

### (d) Security

The Owners Corporation may:

- (i) erect, maintain and cause to be operated security measures by security officers for the purpose of regulating or prohibiting access to any part of the Common Property where Owners Corporation approval has been given to restrict access;
- (ii) delegate to security officers the function of deciding whether to grant permission for access to any part of the Common Property. Any delegation will not limit the power of the Owners Corporation to grant such permission. The Owners Corporation may revoke a delegation at any time within reason; and
- (iii) grant a conditional approval for access to any part of the Common Property and without limitation may only allow access to parts of the Common Property during specified times as approved by Owners Corporation. A person who has the permission of the Owners Corporation is entitled to access to any part of the Common Property to the extent of that approval.

(e) Owners Corporation Liability

The Owners Corporation is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) arising because:

- (i) the security system is not operating;
- (ii) the security system fails to operate as intended; or
- (iii) The land affected by the Owners Corporation is entered onto by a guest or invitee of a Lot Owner or Occupier.

(f) Security Cameras and Devices

A Lot Owner may not and may not permit any Occupier to erect any sign or display that may interfere or impede the view of any security camera, system or device.

(g) **Security Fobs**

- (i) The Owners Corporation may determine the number of Security Fobs and security devices for Lot Owners and Occupiers free of charge to access the common property.
- (ii) The Owners Corporation may charge a fee for any number of Security Fobs or security devices issued in excess of the number allocated by it for Lot Owners and Occupiers.
- (iii) The Security Fobs belong to the Owners Corporation.
- (iv) A Lot Owner or Occupier must:

- (A) take all reasonable steps not to lose the Security Fobs and/or security devices given to it by the Owners Corporation;
  - (B) return the Security Fobs and/or security devices to the Owners Corporation if the Lot Owner or Occupier no longer needs them or if Lot Owners no longer owns a Lot;
  - (C) notify the Owners Corporation immediately if Lot Owners lose a Security Fob or security device; and
  - (D) at the Lot Owner's cost replace any Security Fob which is issued to the Lot Owner by the Owners Corporation.
- (v) Lot Owners must not, without the prior written consent of the Owners Corporation:
- (A) copy Security Fobs and/or security devices;
  - (B) permit the Security Fobs and/or security devices to be copied; or
  - (C) give the Security Fobs and/or security devices to someone who is not a Lot Owner or Occupier without the prior written consent of the Owners Corporation.

## 8. Garbage Collection

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(a) Lot Owner's Duties

Each Lot Owner and Occupier must:

- (i) be aware of the Waste Management Agreement;
- (ii) adhere to the Waste Management Agreement;
- (iii) maintain on the Lot in a clean and dry condition and adequately covered, a receptacle for garbage which is not visible from outside the Lot;
- (iv) at all times protect garbage deposited in the chute against the attraction of flies or other vermin by wrapping the garbage in paper or other suitable material;
- (v) thoroughly cleanse and deodorise the receptacle regularly as and when considered necessary; and
- (vi) at all times keep the proper lid (of correct fit) on the receptacle;
- (vii) not place or caused to be placed in the receptacle any refuse, or other thing which is aflame, smouldering, sludge, alive or not garbage;

- (viii) ensure the receptacle is not overloaded to more than the maximum weight for the receptacle; and
- (ix) ensure the receptacle is placed at the nominated collection point on collection days and promptly returned to the Lot following collection on the collection day;
- (x) where relevant, ensure the use of the double chute system (recyclable and normal waste chutes) located at the Refuse Room on the Common Property of every floor for the Development, and/or the common garbage room are used for the purposes for which they are intended; and
- (xi) comply with all Laws relating to the disposal of garbage.

## 9. Notice of Accidents/Damage to Property

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### Notice

A Lot Owner and Occupier must notify the OC promptly of any accident or death that may arise in the Development, Land or Common Property and any such accident must be recorded in an incident report log and kept on file. Lot Owners and Occupiers must notify the Owners Corporation promptly of any accident to or defect in any water pipes, gas pipes, electric installations, fixtures or any other utility infrastructure which comes to the Lot Owners' or Occupiers' knowledge.

## 10. Contractors

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### (a) No instruction

Lot Owners and Occupiers must not directly instruct any contractors or workmen employed by the Owners Corporation unless specifically authorised to do so.

### (b) Owners Corporation Representative

All requests for the Owners Corporation to consider giving directions on a particular matter to a contractor or workman must be directed to the Manager of the Owners Corporation, who will in turn refer the request to the Owners Corporation for determination.

### (c) Site Inductions

Any contractors commissioned to commence work in the Development, Land or on Common Property must complete a site induction and submit a plan of works for approval before any such works may occur. The Owners Corporation will reply in writing when the works are approved and any isolations have been organised.

## 11. Notification of Infectious Diseases

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(a) Notice

Lot Owners and Occupiers must, if any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, affects any person in any Lot give, or cause to be given, notice of that fact and any other information which may be required relative to the disease to the Owners Corporation.

(b) Expenses

The Lot Owner and Occupiers must pay to the Owners Corporation the expenses of disinfecting or isolating the affected Lot (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by such disease.

## 12. Owners Corporation Rules and Notices

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### 12.1 Notices to be Observed

Each Lot Owner and Occupier must observe the terms of any notice displayed on any part of the Common Property by authority of the Owners Corporation or of any statutory authority.

### 12.2 Invitees

(a) Each Lot Owner and Occupier must:

- (i) ensure any invitees comply with these Rules; and
- (ii) if an invitee fails to comply, forthwith cause that invitee to leave the land affected by the Owners Corporation as soon as reasonably practicable.

### 12.3 Rules to be Accessible

A copy of these Rules (including Rules made under them or a precis of them approved by the Owners Corporation) must be exhibited documented and made available at any given time from the management office or concierge desk in each Lot in a prominent place in any Lot made available for letting and contained in any lease of the Lot.

### 12.4 Flammable Materials

- (a) A Lot Owner or Occupier must not, without the Owners Corporation's written consent, use or store any chemicals, burning fluids, acetylene gas or alcohol in a Lot or on Common Property nor in any other way cause or increase a risk of fire or explosion in a Lot or the Common Property..

- (b) A Lot Owner or Occupier, other than a Lot Owner or Occupier of Lots with Terraces on Levels 5 and 6, is not permitted to use as a Barbeque Area the external areas of the Lot (including without limitations Balcony). A Lot Owner or Occupier must only use the Barbeque Areas on the Common Property.

## 12.5 Maintenance and Upgrading of Services

- (a) Maintenance

The Owners Corporation may from time to time arrange for the maintenance and upgrading of telecommunications or other utility services provided to a Lot or a series of Lots.

- (b) Payment

The Lot Owner or Occupier of any Lot that receives the benefit of the services must pay on demand by the Owners Corporation the proportion of the cost of providing those services and maintenance and upgrade of those services from time to time.

- (c) Disconnection

If a relevant Lot Owner or Occupier does not do so, the Owners Corporation may authorise the disconnection of any or all of the services provided to the Lot.

## 13. Retail / Commercial Lots

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- 13.1 Retail / Commercial Lot applying for, and obtaining, any planning permit, liquor licence, or any retail or commercial legislative consent or permit which the Lot Owner or Occupier of any Retail / Commercial Lot may require, provided at all times the Lot Owner or Occupier of any such Retail / Commercial Lot:

- (a) operates lawfully;
- (b) obtains each and every permit, liquor licence or other consent required;
- (c) operates within the terms of any such liquor licence, permit or consent; and
- (d) operates within the parameters set out in the lease agreement.

### 13.2 Restrictions – Conducting Trade

The Lot Owner or Occupier of a Retail/Commercial Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless the Lot Owner or Occupier:

- (a) complies with the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot;
- (b) complies with any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with;

- (c) ensures that the trade or business can be carried on, and is carried on, without causing undue nuisance to the Lot Owners and/or Occupiers of other Lots;
- (d) complies with all health, noise and other legislative requirements in carrying on the business from its Lot including any requirements of local council or other relevant statutory body;
- (e) filters all cooking smell so as not to emit any oil or smell adjacent to residential lots;
- (f) installs an alarm that is not any audible alarm that can be heard from any other residential Lots;
- (g) trades within trading hours governed by relevant legislation, planning permit, local government or relevant statutory body;
- (h) ensures it does not play any music externally to the Retail/Commercial Lot;
- (i) ensures no goods or service truck enter the Common Property between the hours of 10.00pm and 7.00am;
- (j) applies for and obtain all necessary consents, permissions, approvals and licences to use the Retail/Commercial Lot at its own cost and on conditions satisfactory to the Owners Corporation as its absolute discretion;
- (k) takes out its own bins on each garbage collection day and bring those bins in before 9am on each collection day or promptly after collection. Garbage are to be deposited at the Refuse Room on Basement 1 for collection;
- (l) ensures that any contractors hired for the purpose of removing garbage pick up garbage between:
  - (i) 7am and 10pm, if any rubbish is being picked up on Monday to Sunday;
  - (ii) avoid unnecessary noise when filing bins;
  - (iii) ensure lids on bins are securely closed at all times;
  - (iv) regularly clean all bins to prevent build up of rubbish residue or odours;
- (m) ensures it does not deposit, throw, leave or store any rubbish, dirt, dust, sweepings, waste or any other material that is reasonably likely to interfere with the peaceful enjoyment by any other Lot or Common Property other than in:
  - (i) proper, securely wrapped parcels that will retain all odours, liquids and emissions; and
  - (ii) the areas specified for such purpose by the Owners Corporation;
- (n) ensure it does not allow or arrange for delivery of collection of goods or rubbish other than at times approved by the Owners Corporation in writing;



- (o) ensures it takes all reasonable precautions to keep its Retail/Commercial Lot free from rodents, vermin, insects and other pests;
- (p) drains all glass items and deposit them unbroken in the area designated for glass by the Owners Corporation;
- (q) deposits all recyclable items in the area designated for recyclable items by the Owners Corporation; and
- (r) neatly breaks down and collapses all cardboard boxes and other packaging before depositing them in the areas designated by the Owners Corporation so that they take up as little space as reasonably possible.

### 13.3 Signage

The Lot Owner and/or Occupier of a Retail/Commercial Lot must not affix a sign to its Lot or to the Common Property unless the sign:

- (a) is for lease sign, promotional advertising, or other signs as may be required to attract a tenant for its Lot;
- (b) is for the purpose of identifying the business carried on from its Lot and the opening hours of that business;
- (c) complies with all legislative requirements including any planning permits and requirement of local council and statutory bodies;
- (d) has first been approved by the Owners Corporation;
- (e) if an illuminated window sign, covers an area of not more than 20% of the window area unless with the written approval of the Owners Corporation;
- (f) if an under veranda sign, does not exceed 2.5 metres measure horizontally and 0.5 measured vertically and does not contain any animation or intermittent lighting. Not more than 2 signs will be permitted per Lot being on per street frontage unless with the written approval of the Owners Corporation;
- (g) if a façade sign, no more than 2 high quality flush signs will be permitted, including wall plaques affixed to the outside faces of the Lot unless with the written approval of the Owners Corporation; and
- (h) if a window decal, covers an area of not more than 20% of the window area unless with the written approval of the Owners Corporation,

and Lot Owner or Occupier must make good any damage caused by the installation or removal of a sign affixed to its Lot or to the Common Property and restore the Common Property to the condition it was before the sign was installed.

### 13.4 Building Works

- (a) A Lot Owner or Occupier of a Retail/Commercial Lot must not undertake any Building works to its Lot except in accordance with the following requirements:

- (i) A Lot owner or Occupier must give notice to the Owners Corporation of any application by the Lot owner or Occupier for a Building permit or planning permit or the certification of a plan of subdivision affecting its Lot;
  - (ii) such Building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the Owners Corporation manager or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof;
  - (iii) 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;
- (b) The Lot Owner or Occupier of a Retail/Commercial Lot must not proceed with any such works until:
- (i) 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, services or the fire or acoustic ratings of any component of the Building are submitted to the Owners Corporation; and
  - (ii) further particulars of those proposed works as requested, are provided to the Owners Corporation to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accordance 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; and
  - (iii) written approval for those works is received from the Owners Corporation whose permission for the same will not be unreasonably withheld
- (c) The Lot Owner or Occupier of a Retail/Commercial Lot must ensure that they, including any 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, insurances, parking of vehicles, disposal of waste and hours of work;
- (d) The Lot Owner or Occupier of a Retail/Commercial Lot must ensure that any servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein;
- (e) The Lot Owner or Occupier of a Retail/Commercial Lot must supply to the Owners Corporation a copy of any servants, agents 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;

- (f) The Lot Owner or Occupier of a Retail/Commercial shall immediately make good all damage to and dirtying of the Building and Common Property which are caused by such works and if the Lot Owner 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 Lot Owner or Occupier;
- (g) A Lot Owner or Occupier of a Retail/Commercial Lot must promptly notify the Owners Corporation or its manager on becoming aware of any damage to or defect in the Common Property or any personal Property vested in the Owners Corporation; and
- (h) The Lot Owner or Occupier of a Retail/Commercial Lot shall compensate 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, lessees or invitees.

## 14. Support and provision of services

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### 14.1 Metering of services

Where Lot Owners' Lots are not separately metered in relation to service, including but not limited to gas, electricity and / or water, Lot Owners shall pay a portion of such service and supply charges relating to the service on a proportional rate derived by dividing Lot Owners' unit liability with respect to the Lot Owners' Lot by the total unit liability of all Lots serviced jointly and by no other reference.

### 14.2 Provision of services

Lot Owners must not interfere with or modify any Building service, including but not limited to air conditioning, heating or ventilation systems or associated ducts or pipes, servicing Lot Owners' Lots, all Land affected by the Owners Corporation, the Building or Common Property without the prior written consent of the Owners Corporation.

### 14.3 Support of services

- (a) Lot Owners must not do anything or permit anything to be done to Lot Owners' Lots or Common Property, without the written consent of the Owners Corporation, so that:
  - (i) any support or shelter provided by Lot Owners' Lot or the Common Property for any other Lot or the Common Property is interfered with;
  - (ii) the structural and functional integrity of any part of the Lot or Common Property is impaired; or

- (iii) the passage or provision of services through the Lot Owners' Lot or the Common Property is interfered with.

#### 14.4 **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) Rule 15.4(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.

## 15. Storage

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### 15.1 **Storage and placement of bicycles and personal items**

- (a) Lot Owners and Occupiers must not store or permit to be stored any bicycle to be:
  - (i) stored other than in the area designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks; or
  - (ii) brought into a Lot or onto Common Property other than for the purpose of storing it in the areas allocated by the Owners Corporation.
- (b) A Lot Owner or Occupier cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the Common Property of the Building.
- (c) Lot Owners and Occupiers must not permit any personal items to be:
  - (i) placed, located or positioned either on a permanent or a temporary basis unless stored in an allocated locker; or
  - (ii) stored for any length of time,

on Common Property without the prior written consent of the Owners Corporation.

## 16. Fire control

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### 16.1 Lot Owners and Occupiers must not:

- (a) keep flammable material on Owners' Lot or any part of Common Property except as permitted by these Rules;
- (b) interfere with fire safety equipment; or
- (c) obstruct fire stairs or fire escapes.

### 16.2 Lot Owners and Occupiers must ensure that:

- (a) Lot Owners and Occupiers comply with all Laws about fire control;
- (b) all fire safety equipment in Owners' Lot or on parts of Common Property is at all times operational; and
- (c) Lot Owners and Occupiers must take all reasonable steps necessary to avoid false alarm call outs to the fire brigade.

16.3 The Owners Corporation reserves the right to seek costs from Lot Owners and Occupiers for false alarm call outs to the fire brigade caused by intentional and/or negligent acts.

## 17. Owners Corporation Manager

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### 17.1 Owners Corporation Manager

- (a) If the Owners Corporation has appointed an Owners Corporation Manager and given notice of that appointment to a Lot Owner, the Lot Owner is entitled to and must assume the Owners Corporation Manager is entitled to take any action on behalf of the Owners Corporation under these Rules.
- (b) A person must not interfere with or stop the Owners Corporation Manager from:
  - (i) performing its obligations or exercising its rights under their agreement with the Owners Corporation; or
  - (ii) using Common Property that the Owners Corporation permits them to use.

## 17.2 Consent of Owners Corporation

- (a) Any consent required from the Owners Corporation and which does not require the passing of special or unanimous resolution pursuant to the Act may be given:
  - (i) by the Owners Corporation at a Committee meeting; and
  - (ii) by any person to whom the Owners Corporation has delegated the power or function, including but not limited to a Committee or member of a Committee or the Owners Corporation Manager.
- (b) The Owners Corporation may apply conditions to any consent given under these Rules and Lot Owners and Occupiers must ensure that all the conditions are complied with.
- (c) The Owners Corporation may revoke any consent given under these Rules if Lot Owners and Occupiers do not comply with:
  - (i) any conditions attached to the consent; or
  - (ii) the Rules pursuant to which the consent was given.

## 18. Notices and compliance

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### 18.1 Address of new owners

- (a) A Lot Owner who sells a Lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.
- (b) A person who acquires a Lot must advise the Owners Corporation of the person's name and address within one month of the completion of the contract.

### 18.2 Address of absent owners

- (a) A lot owner who does not occupy the lot or who will be absent from the lot for more than three 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.
- (b) If an address in Australia has not been nominated under Rule 18.2(a), service may be effected:
  - (i) by posting the notice to the last known address of the lot owner in Australia; or

- (ii) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate.

### 18.3 Advice to occupiers

A lot owner who does not occupy his or her lot must give the occupier of the lot—

- (a) copy of the Rules of the owners corporation and associated annexures at the commencement of occupation.

### 18.4 Duties of occupiers of lots

An occupier of a lot:

- (a) must comply with this Act and the regulations under this Act and the Rules of the owners corporation; and
- (b) must not use or neglect the common property or permit it to be used or neglected in a manner that is likely to cause damage or deterioration to the common property.

### 18.5 Non-Compliance

A Lot Owner and Occupier who has not complied with these Rules after service of a notice by the Owners Corporation specifying any non-compliance, agrees to the following in addition to any other rights that the Owners Corporation has under these Rules or the Act:

- (a) to allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify any non-compliance where the non-compliance relates to performance of any works required to be performed by a Lot Owner and Occupier under these Rules;
- (b) if the Owners Corporation exercises its power to rectify non-compliance, to pay to the Owners Corporation any charges levied against the Lot Owner and Occupier in respect of the costs of the works performed as a result of the non-compliance;
- (c) to accept a certificate signed by the Secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation to rectify the Lot Owner's and Occupier's non-compliance with the Rules;
- (d) to pay interest at the rate prescribed under the Penalty Interest Rates Act 1983 on all monies outstanding under these Rules (including the non-payment of any Owners Corporation fees) until they are paid; and
- (e) that any payments made for the purposes of these Rules will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

## 18.6 Recovery of Costs

- (a) A Lot Owner and Occupier must pay on demand the whole of the Owners Corporation's costs and expenses (including solicitor and own client costs and Owners Corporation management fees, plus any GST properly chargeable in respect of these costs) in connection with:
- (i) recovering levies or monies payable to the Owners Corporation pursuant to the Act or these Rules duly levied upon the Lot Owner by the Owners Corporation or otherwise pursuant to these Rules;
  - (ii) all legal and other proceedings concluded by way of settlement or court determination in favour of the Owners Corporation taken by or against the Lot Owner or Occupier of a Lot; or
  - (iii) costs and expenses (including solicitor and own client costs and Owners Corporation management fees) incurred by the Owners Corporation to enforce a Rule or make good any damage incurred by a breach of these Rules by the Lot Owner or Occupier or that person's invitees (including tenants) and incurred in recovery of those costs-and-expenses.
- (b) The amount of any such costs will be deemed to be a liquidated debt due by the Lot Owner or Occupier to the Owners Corporation.
- (c) If the Lot Owner or Occupier fails to pay such costs upon demand, the Owners Corporation:
- (i) may take action for the recovery of those costs in a court of competent jurisdiction, and/or;
  - (ii) may enter such costs and expenses against the levy account of the Lot Owner.
- (d) The Owners Corporation may include any costs payable to it under this Rule on any certificate issued in respect of the Lot pursuant to the Act, including but not limited to a notation of unpaid insurance premiums.

## 18.7 Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these Rules by a Lot Owner or Occupier or an invitee of either of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Lot Owner or Occupier at the time when the breach occurred.



## 19. Complaints and dispute resolution

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### 19.1 Complaints

- (a) Lot Owners, Occupiers and/or the Owners Corporation Manager may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:
  - (i) a Lot Owner;
  - (ii) an Occupier ; or
  - (iii) Owners Corporation Manager.
- (b) All complaints must be:
  - (i) in writing; and
  - (ii) in the approved form as required by Laws from time to time.
- (c) All complaints must be brought to the attention of:
  - (i) the Grievance Committee, if such a Committee has been elected; or
  - (ii) the Owners Corporation in all other circumstances.
- (d) The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints.
- (e) The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make an application.

### 19.2 Dispute resolution

- (a) The Owners Corporation or the Grievance Committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within 14 working days of the complaint coming to the attention of the parties.
- (b) The Owners Corporation or the Grievance Committee cannot take any action with regard to the complaint until:
  - (i) a meeting of the parties to the dispute has been organised to discuss the dispute;
  - (ii) it is satisfied that the dispute remains unresolved;
  - (iii) it is deemed that the Owners Corporation or the Grievance Committee has complied with its requirement to hold a meeting between the parties to a dispute irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or Grievance Committee;

- (iv) a party to the dispute may appoint a person to act or appear on his or her behalf at the meeting;
- (v) 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 Act; and

this process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006* as amended or replaced from time to time.

## 20. GST

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### 20.1 Definition

For the purposes of this Rule:

- (a) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;
- (b) Primary Payment means any payment or consideration given by a Lot Owner or Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by a Lot Owner or Occupier to the Owners Corporation in connection with any supply of any goods and services.

### 20.2 Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Lot Owner must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Lot Owner is required to pay the Primary Payment in respect of which the GST relates.