

OWNERS/RESIDENTS INFORMATION BOOKLET



Compiled By:

Owners Corporation:



&

Building Managers: **ARC Property Services Pty Ltd**
Ph: 0417 444 264

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INTRODUCTION

Welcome to 'EMPORIA APARTMENTS'. We hope you enjoy living here.

EMPORIA APARTMENTS will be 'home' to those who choose to live there. For some this means a long term commitment to owning and living in a valuable asset; to others it is a short-term place of residence. It is your responsibility to respect the rights of your neighbours.

This information booklet has been compiled by the Building Managers and the Owners Corporation Managers, Dixon Kestles to help you enjoy the experience of living at this property, whilst at the same time assisting to avoid unnecessary problems, costs or inconvenience to yourself or others.

You will note that the Rules of the Owners Corporation were established prior to settlement. These Rules have been passed as required by Law at the Inaugural Annual General meeting of the Owners Corporation by Oxdra Pty Ltd and are legally binding on all owners and residents.

Please take the time to read the details within this booklet which will assist in maintaining a harmonious living environment for everyone at EMPORIA APARTMENTS; your chosen place of residence!

Please note: Oxdra Pty Ltd, via Settlement Solutions, have also provided you with an Owner's Package which contains such things as manuals for appliances in the apartment, warranty information and key ordering forms. The information contained in the Owner's Package should be read in conjunction with this information booklet.

GOVERNING BODIES

THE OWNERS CORPORATION

The 'Owners Corporation' is the incorporated body of all owners of a particular strata site/development, in this case, the owners of EMPORIA APARTMENTS.

The Owners Corporation is responsible for:

- Management and administration of the common property and financial structure of the Owners Corporations:
- Maintaining the 'common areas' of the property which includes land and/or facilities not on title to any one particular owner; e.g.: main entrance foyer, corridors, lifts, porte cocheres etc.
- General administration associated with cleaning and maintenance and overseeing the smooth running of EMPORIA APARTMENTS.
- Appointing appropriate Manager's and contractors for the specific duties
 - Dixon Kestles & Co Pty Ltd and ARC Property Services Pty Ltd

THE COMMITTEE OF MANAGEMENT

The Committee of Management consists of a representative body of elected owners with the power to make decisions and rules for the comfortable running of the building in line with the Owners Corporations Act 2006 and Owners Corporations Regulations 2007.

The members of the Committee are elected annually at the Annual General Meeting of owners.

Any Owners Corporation member (i.e. owner of an apartment) can attend the Committee Meetings by agreement as an observer. To do so, please email your request through to Dixon Kestles.

The Committee assists the Owners Corporation Manager with the administration and repairs of the common areas of the property. EMPORIA APARTMENTS has appointed Dixon Kestles as the Owners Corporation Manager and ARC Property Services as the Building Manager.

Owners Corporation Manager:	Dixon Kestles Pernille Cavanough P: 03 9690 3488 E: pernillec@dixonkestles.com.au
Building Manager:	ARC Property Services Alan Carlin P: 0417 444 264 E: emporia@arcproperty.net

DESIGNATION OF RESPONSIBILITIES

EMPORIA APARTMENTS – P . S . 7 1 0 5 3 0 L 31 Grattan Street, Prahran

OWNERS CORPORATION MANAGERS:

Dixon Kestles: Ph: 03 9690 3488

Office Hours 8.30am – 5.30pm Monday to Friday

- Ensure Building Manager Efficiency.
- Undertake Owners Corporation Insurance (Building/Public Liability cover etc.)
- Owners Corporation Levy Invoicing and Receipting of payments received.
- Collection of outstanding payments and arrears management.
- Payment of Accounts received.
- Maintain the Owners Corporation Records.
- Ensure Owners Corporation Rules and Regulations are adhered to.
- Preparation of the Annual Budget for the approval of Members.
- Preparation of Financial Statements.
- Arrange and attend Owners Corporation Meetings as required.
- Distribute Minutes of Meetings for the Information of Owners.

BUILDING MANAGER:

Mr Alan Carlin – M: 0417 444 264

E: emporia@arcproperty.net

Hours of Work: 6.00am - 6.00pm Monday to Friday

Emergency contact only: 0417 444 264

- Oversees the day to day operations of Emporia Apartments.
- Ensure Owners Corporation Rules & Regulations are adhered to by all residents.
- Outside the above times and only in emergencies relating to the common property, Alan can be contacted on his mobile.
- Ensure Common Property & Common Areas are properly maintained.
- Provide first class service to all residents as per the requirements/instructions of Owners Corporation.

TENANT'S MANAGING AGENT:

- Procuring Tenants.
- Preparation of Lease Documentation.
- Rent Collection.
- Ensuring Owners Corporation Rules & Regulations are adhered to by Tenants.
- Maintenance of Leased Apartments

DUTIES AND RIGHTS OF LOTS OWNERS AND OCCUPIERS:

A lot owner must comply with the Owners Corporations Act 2006, the Owners Corporation Regulations 2007 and the rules of the Owners Corporation, (as per Part 7 of the Owners Corporation Act 2006).

CARE OF LOTS

A lot owner must-

- (a) properly maintain in a state of good and serviceable repair any part of the lot that affects the outward appearance of the lot or the use or enjoyment of other lots or the common property: and
- (b) maintain any service that services the lot exclusively.

CARE OF COMMON PROPERTY

A lot owner 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.

OVERHANGING EAVES

If a boundary of a lot that bisects a roof is located at any location other than the internal face of the walls of the building, the lot owner is responsible for the maintenance of any eaves and guttering that overhang the boundary of the lot.

RIGHT TO DECORATE INTERIOR WALLS, FLOORS AND CEILINGS

- (1) If a boundary of a lot is shown on the Plan of Subdivision as being the interior face of the building, the lot owner has the right to decorate or attach fixtures or chattels to that face.
- (2) This sections permits works such as curtaining, painting, wallpapering and installing floor coverings, light fittings and other chattels.

NOTICE OF PLANNING AND BUILDING APPLICATIONS AND PLANS OF SUBDIVISION

A lot owner must give notice to the Owners Corporation of any application by the lot owners for a building permit or planning permit or the certification of a Plan of Subdivision affecting the lot.

ADDRESS OF NEW OWNERS

- (1) 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.
- (2) 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.

ADDRESS OF ABSENT OWNERS

- (1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advice 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.
- (2) If an address in Australia has not been nominated under Subsection (1), service may be affected -
 - (a) by posting the notice to the last known address of the lot owner in Australia; or
 - (b) 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.

ADVICE TO OCCUPIERS

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

- (a) a copy of the rules of the Owners Corporation at the commencement of the occupation; and
- (b) copy of the consolidated rules of the Owners Corporation as soon as possible after it is lodged with the Registrar.

DUTIES OF OCCUPIERS OF LOTS

An occupier of a lot –

- (a) must comply with the Owners Corporations Act 2006 and the Owners Corporation Regulations 2007 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.

BUILDING MANAGER JOB DESCRIPTION

Classification:	Building Manager
Premises	'EMPORIA APARTMENTS'
Location:	31 Grattan Street, Prahran, Vic
Immediate Supervisor:	Owners Corporation Committee

P: 0417 444 264

E: Emporia@arcproperty.net

FUNCTION / TASKS OF THE BUILDING MANAGER

The aim of the Building Manager is to provide first class service to all residents and their visitors of Emporia in accordance with the requirements of the Owners Corporation Committee.

The Building Manager will ensure Emporia is maintained in an immaculate condition at all times and will work to maintain a clean, friendly, happy and safe environment through a fair and friendly approach to all residents. All residents whether an owner/occupier or tenant, are to be treated equally.

The Building Manager is on duty and available between the hours of 6.00am to 4.00pm Monday to Friday. The Building Manager is also on **24 hour call for emergencies only**. If calling after hours, **you MUST state the nature** of your emergency when leaving a message.

It is not practicable to cover every minute detail of every task as outlined in the Job Description; however it is expected the Building Manager display a high degree of common sense and maturity in the execution of their duties.

On occasions where there is uncertainty as to the appropriate action to be taken, guidance should be sought from the Owners Corporation Committee.

DUTIES

1. OFFICE MANAGEMENT

- (a) Ensure supervision of residents moving in or vacating the premises, advising Dixon Kestles of any damage sustained to the premises as a result of the same.
- (b) To be accessible to residents on a daily basis to meet their requirements.
- (c) To meet contractors and carry out necessary briefings and act in a supervisory capacity.
- (d) Ensure the necessary records, log books and reports as requested by the Owners Corporation are maintained.
- (e) Receive incoming phone calls and requests from residents.
- (g) Maintain an up-to-date record of resident details and contact numbers.
- (h) Distribute and/or prepare (when required), notices to all residents as advised by the Owners Corporation Manager, Dixon Kestles.

2. SECURITY - DAILY CHECKS

(a) EXTERIOR

- (i) At the commencement of duty and in the evenings, check, buildings, path areas and garden areas for damage, graffiti etc.
- (ii) Check all outside lighting and ensure that it is in working condition.
- (iii) During the day check car parks for any damage and break-ins
- (iv) Check car park gates are operating.
- (v) Ensure Owners Corporation Rules are adhered to by all residents.
- (vi) Ensure items left in car parks are removed by the respective resident.

(b) INTERIOR

- (i) Carry out internal patrol to check main entrances, stairwells, and common areas for damage.
- (ii) Note any apartment doors left open and ascertain security status.

3. MAINTENANCE DAILY

- (a) Ensure common areas are maintained in a serviceable and presentable condition. Call in appropriate contractors for repairs, ensuring however that these actions are reported to the Owners Corporation.
- (b) Oversee the appropriate contractor for the cleanliness and hygienic condition of the rubbish areas.
- (c) Oversee the appropriate contractor to ensure rubbish chutes are clear.
- (d) Ensure the cleaning contractor maintains the building to a high standard as per the specifications of the cleaning contract.
- (e) Where possible replace all unserviceable lights as required.

- (f) Oversee the maintenance of the garden areas by the appropriate contractor.
- (g) Ensure all entrances are maintained in first class condition.
- (h) Provide supervision where contractors are engaged, ensuring work is continually assessed and any work that is not completed to your satisfaction is immediately reported to the Owners Corporation.
- (i) Oversee rubbish collection to the entire premises.

4. MAINTENANCE WEEKLY

- (a) Ensure rubbish collection is carried out and bins returned to their appropriate position.
- (b) Check all Owners Corporation facilities and ensure that they are in serviceable condition.
- (c) Arrange for replacement of Owners Corporation supplies.
- (d) Ensure all signs are in position and in good condition.
- (e) Prepare a monthly report to be provided to the Owners Corporation Committee for discussion (if required) and overview of the previous month.

5. MAINTENANCE MONTHLY

- (a) Review fire procedures.
- (b) Prepare management report for the Owners Corporation Committee prior to all Committee Meetings and Annual General Meetings.
- (c) Prepare Newsletters as required for distribution to all residents. The Newsletter will be printed by Dixon Kestles on behalf of the Owners Corporation.
- (c) Check car parks for oil spots and advise the Owners on a monthly basis so they can attend to their removal.
- (d) Ensure contractors as appointed by the Owners Corporation undertake maintenance as required. Advise the Owners Corporation Committee if there is a breach.

6. BI-ANNUAL MAINTENANCE

Ensure Contractors as appointed by the Owners Corporation undertake maintenance as required. Advise the Owners Corporation Committee if there is a breach.

7. ANNUAL MAINTENANCE

Ensure Contractors as appointed by the Owners Corporation undertake maintenance as required. Advise the Owners Corporation Committee if there is a breach.

BUILDING FACILITIES

MAIL DELIVERIES

Each apartment has a mailbox that is clearly labelled with the apartment number. The mailboxes are individually keyed. The Owners Corporation does not hold keys to your mailbox, therefore if you lose your keys, you will need to arrange for a locksmith to open your mailbox and reissue you with new keys.

Access to the mail boxes is via security doors and Australia Post will be provided with a security swipe in order to deliver your mail.

SECURITY OF RESIDENTS

Maintaining security is the shared responsibility of all residents of 'EMPORIA APARTMENTS'. It is therefore essential that extra care be taken when entering or exiting the building, ensuring that no one unknown to you is permitted to enter at the same time to gain unauthorised access and they use their proximity card to enter the building.

External entry/exit doors must not be propped open and you should ensure they close securely behind you each time

Residents can access the building using the proximity card provided at settlement.

- Visitors are required to contact a resident via the video intercom. The intercom is located in the Main Entry Foyers. The control provided by the intercom in each apartment permits access via the passenger lift or stairs to the floor of the respective resident only. The resident presses a release button on the video/intercom in their apartment which provides the visitor access. The lift will allow access to the respective floor only.
- The key to your apartment is on a restricted system and will open your apartment door and the fire door on your level only.
 - ❖ For **additional keys** to your apartment please fill in the "Key Request Form" from Access Commercial Security which is in your Owner's Package from Oxdra/Settlement Solutions. You will then need to email the form to pernillec@dixonkestles.com.au for an authorisation signature and to arrange payment.
 - ❖ This order can only be accepted from a lot owner or an authorised managing agent/representative. Once approved by the Owners Corporation Manager, Dixon Kestles (i.e. it is confirmed that you are an owner or a tenant of the building), your request will be forwarded directly to Access Commercial Security. Keys can then be paid for and collected from Access Commercial Security.
 - ❖ For **additional proximity cards**, please fill in the "Additional Proximity Cards" Order Form (please see page 53) and email to Dixon Kestles.
 - ❖ This order can only be accepted from a lot owner or an authorised managing agent/representative. Once approved by the Owners Corporation Manager, Dixon Kestles (i.e. it is confirmed that you are an owner or a tenant of the building), your request will be forwarded directly to the Building Manager who will be instructed to code a proximity card

and will contact you when it is ready for collection. Alternatively, you may indicate on your order form to have the key placed in your mail box on the premises or posted out to you.

Please note: Payment for these proximity cards is required to be through the Owners Corporation Fees Notice. A charge will be raised against your lot upon receipt of the confirmed order.

Additional proximity cards or apartment keys cannot be approved or provided until settlement of your apartment has occurred and Dixon Kestles has been notified by the Vendor or Purchaser's solicitor.

Additional proximity cards or apartment keys cannot be provided to Tenants unless the Owner or Owner's Managing Agent has provided authority to Dixon Kestles with the key form.

- Vehicular access into the car park is by the remote control used and provided at settlement (1 remote per apartment or 2 for the 3 bedroom apartments).

Additional remote controls can be purchased through the Owners Corporation.

CAR PARKING IN THE BUILDING

- We request that you park only in your allocated parking space and that you do not use another car space without the permission of the respective Owner/Lessor.
- The maximum allowable height of vehicles entering the car park is **2.2m** however some stackers will have different height restrictions so you must also check your individual car park height restrictions. Vehicles over this height are prohibited from entering the car park as they may cause damage to overhead duct and pipe work. Should this occur, it is the responsibility of the vehicle owner to pay for any damage which may be incurred. If it is a visitor or contractor to a particular apartment, the liability will rest with the apartment owner.
- The Mechanical car lifts in the building vary in height and weight restrictions and should only be used by fully inducted persons as per the manufacturer's instructions. Please refer to the Car Parking Solution documentation as provided in the Owner's package.
- Visitor parking on the premises is required to be booked through the Building Manager.
- As there are pedestrians always walking around the car park, safety must be adhered to at all times. Please be aware of the following:
 - ❖ **The speed limit is 5 km/h**
 - ❖ Please be aware of pedestrians around lift lobby areas and car park ramps
 - ❖ Watch for pedestrians when entering/exiting car park
 - ❖ Observe directional traffic flow arrows
 - ❖ Put on your head lights when in the car park so you are easier to see
 - ❖ Always use your proximity card when entering or exiting the car park. Only one vehicle is permitted to enter or exit the building per swipe of the proximity card. If you fail to swipe, the garage door could end up on the bonnet or roof of your vehicle.

CAR WASHING FACILITIES

There is no car washing facilities on site. Car washing on the premises is not permitted at any time.

GARAGE DOOR

- The opening / closing mechanism of the garage door is controlled by remote control as detailed above.
- Under certain circumstances it will be necessary for the garage door to remain open e.g. when maintenance is being carried out, or when residents are moving in or vacating.
- For the safety of you and your vehicle, do not follow other vehicles entering or exiting. You must swipe your proximity card independently.
- For security purposes, do not leave your proximity card in your vehicle.

Please note:

It is not an acceptable practice to place a vehicle or item in the path of the door sensor to prevent it from closing. This practice will result in the malfunctioning of the system.

Residents must refrain from tampering with the garage door control box. When problems occur, advise Dixon Kestles and the Building Manager of the fault immediately.

Bicycle Parking

Bicycle parking is permitted in the designated areas ONLY to the left as you enter the roller door and also on Level B3. The areas are to be left clean and tidy at all times.

Bicycles are left at the bicycle owner's risk and the Owners Corporation accepts no responsibility for any theft or damage.

STORAGE CAGES/BOXES

To ensure the ventilation and fire protection within the car park operates efficiently, storage cages are not to be installed without the prior written approval of the Owners Corporation.

The Owners Corporation accepts no responsibility for any theft or damage to the storage facility or the items contained therein. These are at the risk and responsibility of the users.

LIFTS

Lifts are activated through the use of the proximity card readers located inside the lifts. Your proximity card will only permit access to your floor.

Lift sizes are as follows:

Length	1830mm
Width	1370mm
Height	2380mm

If the lift doors need to be held open for a period of time e.g. when moving personal belongings a bypass key should be obtained and arrangements made with the Building Manager.

Please do not hold the lift doors open after they start to “beep”. If this happens, let the doors close naturally then open them again. Holding them open after they start the cautionary beep only creates a safety risk, damages the lift computer and can cause lift failure or malfunction along with inconvenience to you and others.

In case of a fire – DO NOT USE THE LIFTS

BALCONIES

When using your balcony please consider the comfort of those below. Unsecured items on upper levels can be carried by wind to the lower levels. Therefore please adhere to the following:

- During periods of high winds and on departing your apartment, ensure all doors and windows are tightly closed.
- To minimise the likelihood of risk and damage to surrounding people or property during periods of high winds, all loose items should be removed from balconies and terraces.
- Cigarette butts **must** not be discarded over the balcony or left in ashtrays on your balcony, as wind will carry them through Emporia.
- When cleaning or watering plants, take care to avoid excess water flowing over the edge onto those below.
- Balconies are to be kept tidy. To minimise the likelihood of risk and damage to surrounding people or property during periods of high winds, all loose items are to be removed from balconies.
- Laundry, towels, clothing etc. are not permitted on balconies.
- Alterations to balconies are not permitted without the approval of the Owners Corporation. Membranes which are disturbed could cause leakage to apartments below and therefore all work to balconies must be clearly detailed and provided to the Owners Corporation for approval.

BUILDING PROCEDURES

SMOKING

- EMPORIA is a non-smoking building. This means that smoking is not permitted in or on any part of the common property of the building at any time.
- **'Smoke' in the building may result in the fire alarm and/or sprinklers being activated, and the attendance of the Metropolitan Fire Brigade.**
- **A false alarm call made in such instances incurs a fee in the thousands of dollars which will be invoiced directly to the resident identified as being responsible.**
- It is therefore in your interest to ensure you and your guests adhere strictly to this rule.

GARBAGE DISPOSAL

- There are garbage disposal chutes on all levels located in the service corridor.
- Please ensure your household rubbish is in thick and properly sealed plastic bags prior to placing in the rubbish chute, preventing spillage and odours escaping. It's a long way down and the rubbish can break out of the garbage bags creating a mess and causing a health risk to those cleaning the mess or in the near vicinity of the rubbish chute at the time.
- Do not leave rubbish in bags outside your apartment door, balconies, or the floor in the garbage area.
- Bottles, plastics and newspapers are to be placed in the appropriate recycling bins on your floor.
- Rubbish bins are emptied daily.
- All cardboard boxes and packaging must be broken down and neatly packed in the appropriate recycling areas. Removalists should be encouraged to return to collect empty boxes.

TO ENSURE DAMAGE OR BLOCKAGES TO THE RUBBISH CHUTES DO NOT OCCUR:

1. **DO NOT** place pizza boxes, newspapers, umbrellas, bedding, glass bottles, cigarettes, cartons, coat hangers, brooms, mops, large plastic wrappings from furniture, white goods, any sharp objects etc. down the chute.
2. Ensure waste placed down the chute is in **small, sealed and strong plastic bags**.
3. Glass, broken glass (wrapped), newspapers, syringes, crockery, hazardous materials, sharp objects and big rubbish bags **MUST BE** personally taken down to the garbage area and placed inside the garbage room in the allocated bins.

Please Note: If the rubbish chute on your floor is locked, it is due to the rubbish chute or compactor undergoing maintenance or clearing.

RECYCLING

In conjunction with the City of Stonnington, a waste management program will be implemented to effectively recycle glass, paper products, cans, plastic and bottles. These items should be separated and appropriate bins will be provided for the disposal of these items.

Please ensure that when you recycle, you take the lids off bottles and jars, take the labels off as many items as possible and clean the items before depositing.

It is also important to note that if you take your recyclables down in a plastic bag, they are removed from the plastic before being deposited into the respective bins.

The waste management contractors **DO NOT** take contaminated recyclables.

CLEANLINESS IN PUBLIC AREAS

The Owners Corporation employs a cleaning contractor to undertake the cleaning of the common areas. Residents are asked to accept responsibility for maintaining the facilities provided and minimising litter and damage to the walls and floors.

AIR CONDITIONING

Where specified, Emporia Apartments have individual air conditioning units.

The responsibility of maintenance and repairs for air conditioning units and associated condensers, pipe work and other equipment is the responsibility of each apartment owner.

WINDOW COVERINGS & CURTAIN TRACKS

Window coverings to your apartment must be the same as specified in the Owners Corporation Rules and should be fitted in most cases to the ceiling above the window.

All window furnishings are to have a white appearance to the exterior of the building and venetian blinds are not permitted.

FIRE EMERGENCY PROCEDURES

- For your safety, you should note that Fire Emergency Evacuation Procedures have been established for this building by the Owners Corporation.

An independent external contractor will provide the emergency evacuation procedures for Emporia within the first six months of the Occupancy Permit being issued. In the interim there is a diagram located in each of the lift lobbies.

- You should familiarise yourself with the 'Fire Evacuation – Emergency Plan & Fire Orders' and display the Fire Evacuation "Emergency Plan & Fire Orders" in your apartment.

Once finalised further copies of "Fire Evacuation - Emergency Plan and Fire Orders" will be available from Dixon Kestles

- The fire system at EMPORIA is externally monitored. The whole building runs on an automatic sprinkler system. If there is a fire alarm, the MFB will automatically be advised.
- It is the responsibility of lot owners to ensure that smoke detectors are maintained and batteries replaced regularly.

FALSE ALARMS

- False Alarm Call Outs incur unnecessary expenses in the thousands of dollars. These costs are charged to the resident identified as being responsible in cases of negligence.

AVOIDING FALSE ALARMS

To assist residents avoiding such occurrences the following situations are known to cause the alarm to be triggered:

- Smoking in common areas; corridors, floor landings, lifts, stairwells etc.
- Utilisation of fire hoses for reasons other than a fire.
- Excess cooking smoke entering common area corridors from an apartment e.g. burning toast or other food (in non dangerous situations **only windows** should be opened to allow excess smoke to escape). **Do not open the apartment door to the hallway as the detectors in the hallway will activate.**
- Excess heat/steam entering common area corridors from an apartment e.g. when the apartment front door remains open during the steam cleaning of carpets. **Do not open the apartment door to the hallway as the detectors in the hallway will activate.**

EMERGENCY PLAN & FIRE ORDERS

Emergency Phone Numbers	
Police	000
Fire (MFB)	000
Ambulance	000

1. The Plan

- 1.1 This plan describes 'EMPORIA APARTMENTS' and its immediate surrounds.
- 1.2 An emergency is defined as any actual or imminent event which in any way endangers or threatens to endanger the safety or health of any person in EMPORIA APARTMENTS or which destroys or threatens to destroy any property within the building and which may have legal implications.
- 1.3 An emergency could include:-
 - Fire
 - Fatality
 - Serious injury/assault
 - Domestic dispute
 - Car accident in undercover car park
 - Firearms/weapons
- 1.4 This plan is intended to be flexible and covers minor emergencies, which may be managed by the Residents, to major emergencies, which will be managed by emergency services.
- 1.5 After any emergency a written report is to be forwarded to Dixon Kestles.
- 1.6 'EMPORIA APARTMENTS' consists of 140 Residential apartments, retail lots and a mixed use area. A fire bell alarm system, which is connected to the automatic fire sprinkler system, is linked to the Fire Station. Appropriate contractors also maintain these sprinklers.
- 1.7 The continuous ringing of the fire bells will indicate an emergency situation.
- 1.8 The MFB has access keys only to the common property. MFB personnel will not enter apartments unless authorised/or in the event of an emergency situation.

2. Identifying The Risks

- 2.1 The risks are those associated with high-density living.
- 2.2 There are a number of fire hoses and fire extinguishers located in the building and these are clearly marked.
- 2.3 The Building Manager, during his inspections of Owners Corporation areas, may identify potential hazards and take appropriate remedial action. Remember that all fire stairs must remain clear at all times. Ongoing problems will be reported to the Owners Corporation Management Committee.

3. Emergency Coordination

- 3.1 When evacuating the building, residents should evacuate as quickly and as orderly as possible to an assembly area in the vicinity of Grattan Street.
- 3.2 The all clear to return to the buildings will be given by the Officer-in-Charge of the MFB.

4. Post Emergency

- 4.1 Residents should report damage to the Building Manager.
- 4.2 The Building Manager will arrange for all emergency systems to be examined and tested.
- 4.3 The Building Manager will take appropriate action to have repairs undertaken.

5. Standard Fire Orders

- 5.1 Assist any person in immediate danger – **only if safe to do so.**
- 5.2 Close door on room of fire.
- 5.3 Call the MFB on **000**
- 5.4 Attack the fire **only if safe to do so.**
- 5.5 You can enter the fire escapes on any level. Ensure the doors are closed.
- 5.6 You cannot re-enter any floor or your apartment once the evacuation is in progress.
- 5.7 Evacuate to assembly area in Grattan Street.
 - If stairs are smoke filled, return to apartment and await assistance.
 - Consideration to use of balconies to attract attention should be given, **only if safe to do so.**
- 5.8 Remain at assembly area and ensure everybody is accounted for.

6. Awareness

- 6.1 All residents should make themselves familiar with the location of exit doors, fire stairs, fire equipment and light switches in fire stairs.
- 6.2 Each apartment should consider having a Fire Blanket readily available in the apartment.
- 6.3 It is the responsibility of lot owners to ensure that smoke detectors are maintained and batteries replaced regularly.

INSURANCE & DAMAGE TO APARTMENTS

The Owners Corporation has an insurance policy, which covers Owners Corporation property. It covers the building itself but does not cover any damage to privately owned fittings, including carpets, curtains, blinds, light fittings and electric fittings or appliances not built into the unit (e.g. fridges) and which can be removed, regardless of how the damage occurred. The public liability cover does not extend to cover the interior of any apartment, balcony or car space.

It is the responsibility of owner/occupiers to arrange their own contents and public liability insurance for the areas within their apartments.

Owners acting as landlords should arrange an appropriate Landlord policy.

This is at the owner/occupier's expense.

If a resident is responsible for damage caused to another apartment or lot or to common property, that resident may be liable for the cost of reinstatement. Owners should be aware that any damage caused by their tenant is the responsibility of the owner and appropriate recognition of resident's responsibility should be set out in lease documents.

It is essential that details of any potential insurance claim are forwarded to Dixon Kestles immediately. Your claim will be forwarded to the Owners Corporation insurer for assessment.

RISK OF WATER DAMAGE

Most water damage is caused by washing machines, dishwashers and overflowing baths and basins.

Do not leave machines or taps running when you are absent and turn off taps when machines are not in use.

Regularly check that the discharge hose on the washing machine is secure.

GUIDELINES FOR RESIDENTS MOVING IN OR VACATING

1. **Upon confirmation of your settlement date, YOU MUST** contact the Building Manager, Mr Alan Carlin on office number/answering machine on: 0417 444 264: **to arrange a booking time for your move in.**
 - a) As there are many people to move in, in a short space of time, only 3 hour bookings are permitted i.e. 7am – 10am, 10am – 1.00pm, 1.00pm – 4.00pm and 4.00pm – 7.00pm for the first two months. You will not be permitted to move in to your apartment unless a booking has been made. (It is advisable to allow at least 2 days after settlement to book your move in case there are delays in your settlement).
 - b) There is only 1 move permitted at any one time due to the number of lifts available.
 - c) Moves are **not permitted on Sundays or Public Holidays at any time.**
2. **YOU MUST** advise the Building Manager, Mr Alan Carlin of the name of the contractor delivering your goods. Alan will explain access details and arrange parking for the removalist.
3. An Indemnity Form **MUST** be signed by the occupant. Should you refuse to sign the Indemnity Form, they will not be allowed to enter the premises. A copy is attached at the back of this booklet for your information.
4. Notify all carriers and tradespeople that they **MUST** contact the Building Manager prior to arrival on site on 0417 444 264.
5. Vehicles must not obstruct the car park entry and must be parked where instructed by the Building Manager.
6. *Due to the nature of the building, moves can only be done through the main foyer. Therefore, all trolleys must have **well pumped RUBBER tyres** fitted and extreme care must be taken when moving goods through the foyers. This is to ensure damage to the building is minimised.*
7. The lift key is to be obtained from the Building Manager, to facilitate loading and unloading of the furniture etc to and from the lifts.
8. Furniture may only be moved into EMPORIA APARTMENTS when the protective covers to the appropriate lift and entries have been fitted.
9. Ensure the task of moving goods to and from the lift is as quick as possible.
10. Furniture or goods must not be stacked or placed against the lift doors on any level.
11. **Please encourage your Removalists** to take cardboard boxes and packing away with them. Should this not be done, residents should carefully follow the instructions for waste disposal for polystyrene, plastic, paper and boxes on pages 15 & 16.
12. Ensure the lift key is returned to the Building Manager when the moving process has been completed.
13. **The Building Manager will inspect the lifts, foyers and common areas for any damage, which will be noted in the Form of Indemnity.**

Please note: *Respective resident/s will be held responsible for damage to the common property.*

Guidelines For Residents Moving In Or Vacating – Special note:

Removalist vehicles will not be permitted to enter the car park at any time. Please make your removalist aware of this prior to booking your move.

When moving furniture, white goods or mobile benches over tiled floors, lay protective hard or stiff load distribution sheeting (e.g. Plywood) on the floor to avoid damage.

We advise that these guidelines are for the benefit of all owners and to ensure that minimum damage occurs to common property. We request you respect these guidelines and follow them to the best of your ability.

We also request that if you intend to rent out your property that your **Real Estate Agent** is made aware of these guidelines as **all tenants** are requested to abide by these same guidelines.

Persons failing to book a move or not follow these guidelines could be requested to leave the site.

LEASING / SELLING PROCEDURES

OWNERS' RESPONSIBILITIES

- SECTION 143 of the Owners Corporations Act 2006 requires all owners to be provided a copy of the Consolidated Rules of the Owner Corporation. Members are instructed to give tenants of their lots a copy of the rules of the Owners Corporation at the commencement of the tenancy and a copy of any new rules as soon as possible after the new rules are made.
- Section 141 of the Owners Corporations Act 2006 notes the rules and by-laws of the Owners Corporation are binding on the Owners Corporation, the lot owners, any lessee or sub-lessee of a lot or any occupier of a lot.

ESTATE AGENT' RESPONSIBILITIES

- For Sale, for Lease and for Auction signs are **NOT** permitted at EMPORIA APARTMENTS.
- Strict attention must be paid to the security of the building during inspections and auctions. A Real Estate Agent must be at the main entry, a Real Estate Agent must escort any perspective purchasers/tenants through the building.
- Real Estate Agents **MUST** supervise all inspections of apartments either for sale or rent. Real Estate Agents must ensure that during inspections potential purchasers do not wander the premises unsupervised, if this occurs, your Real Estate Agent may be asked to leave the premises, as this causes a public liability hazard to all owners.
- Auctions of apartments must be arranged with the Owners Corporation Manager.

Please note: It is to the benefit of all owners and residents that these rules are adhered to, otherwise security in the building is severely breached and public liability against the Owners Corporation for any injury sustained on site (e.g. unsupervised access to a pool area) can be extremely costly. Please ensure your Real Estate Agent abides by the above.

Agents must ensure that they:

- Inform the Building Manager of new owners and tenants.
- Incorporate a copy of this Information Booklet in any lease document.
- Do not misrepresent the Consolidated Rules or other information in this Handbook.
- **Make the appropriate arrangements with the Building Manager regarding new residents moving in or out of the building.**
- Obtain all keys, proximity cards, etc. from residents at the time of vacating the premises and that a copy of this Information Booklet remains in the apartment.
- Advise the Building Manager of any possible breach of security i.e. lost keys or proximity card.

Connection of Utilities:

Individual Owners are responsible for connection of the facilities within their apartment; however residents can select their own utility company.

Electricity:

Emporia is equipped with specialised electrical infrastructure known as an “embedded network” which is operated by WINenergy. Bulk deals with service providers have been negotiated in order to provide residents with access to discount electricity.

To ensure your apartment is connected with electricity you must open a WINenergy account. A brochure will be included in your Owners Package.

WINenergy Customer Service:

Ph 1300 791 970

www.winenergy.com.au

Monday to Friday 8.00am – 5.00pm

Advantages of the embedded network include, lower than market rates for electricity and no waiting period for connection of a service.

Gas:

Origin Energy is the gas service provider for Emporia. Gas will be connected to your apartment upon settlement.

Residents must open an account with Origin Energy for billing of gas used to heat hot water used in your apartment.

The Owners Corporation will pay Origin Energy directly for cook top gas and this will be on-charged to you as part of the Owners Corporation fees.

To open an Origin Energy account use the “Moving In” form attached or:

Origin Energy Customer Service

Ph 1300 734 533

www.originenergy.com.au

Water:

South East Water is the supplier for Emporia.

Residents must open an account to enable billing of water and there will be different requirements for owners occupied or tenanted apartments.

South East Water Customer Service

Ph 131 851

www.southeastwater.com.au

Internet:

Emporia is being connected for the National Broadband Network "NBN".

Residents contact their preferred supplier to make arrangements for their own individual connection. A list is available at:

www.nbnco.com.au

RESTRICTION ON NUMBER OF PEOPLE RESIDING WITHIN AN APARTMENT

- Tenants should have been advised by owners of the acceptable number of residents allowed to occupy each apartment.
- Over-night guests are to be expected from time to time, but ongoing overcrowding is not acceptable.

KITCHEN/LAUNDRY APPLIANCES

Manufacturer's Instruction Manuals and Warranties are provided in the kit for each of these appliances by Emporia Apartments Property Pty Ltd.

CONSOLIDATED RULES FOR OWNERS CORPORATION PS 710530L
OWNERS CORPORATION No 1
EMPORIA.
31 GRATTAN STREET, PRAHRAN

Notes

- These rules are made by Owners Corporation No. 1 Plan No. PS 710530L for 31 Grattan Street, Prahran and will apply to all members of Owners Corporation No. 1.
- Any rules in the Model Rules set out in Schedule 2 *Owners Corporation Regulations 2007 (Vic)* (**Model Rules**) that are not covered by these rules will also apply to the Owners Corporation.
- These rules must be read in conjunction with the *Owners Corporation Regulations 2007 (Vic)* or such other regulations made from time to time under the *Owners Corporations Act 2006 (Vic)* or the *Subdivision Act 1988 (Vic)* which provide for the general duties of members, meetings and administration of the Owners Corporations, insurance and other matters.
- It is each member's legal responsibility to inform any occupier of his or her lot of the Model Rules and these rules.
- At any and all places in these rules where it refers to the Owners Corporations, it may also mean a Committee of Managements of the Owners Corporation or an Owners Corporation Manager that has been duly appointed and delegated by the Owners Corporations to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules of the Owners Corporation.

1. Interpretations/Definitions

In these rules, unless the context clearly indicates otherwise:

Act means the owners Corporation Act 2006 (Vic);

Building means all and any buildings, structures or improvements comprised in the Development;

Commercial Lot means the lots (numbers 1 to 7) on the Plan of Subdivision:

Common Property means Common Property No. 1 shown as Common Property No. 1 on the Plan of Subdivision;

Development means all the land and improvements comprised in the Plan of Subdivision and known as 31 Grattan Street, Prahran and situated at 31 Grattan Street, Prahran.

Lots meant the lots on the Plan of Subdivision;

Manager means the Manager appointed from time to time by the Owners Corporation pursuant to Section 119 of the Act;

Member means a member of the Owners Corporation;

Model Rules means the Model Rules set out in Form 1 of Schedule 2 of the Regulations;

Occupier means any person occupying or in possession of a Lot on the Plan of Subdivision;

Owners Corporation means Owners Corporation No. 1 on Plan No. PS710530L;

Plan of Subdivision means Plan of Subdivision No. PS710530L and all its stages or a particular stage where the context requires;

Proprietor means the registered proprietor from time to time of a Lot on the Plan of Subdivision;

Regulations means the Owners Corporation regulations 2007 as amended or any other regulations relating to Owners Corporation matters made from time to time under the provisions of the Act or the Subdivision Act 1988;

Security Key means a key, magnetic card or other access device used to open and close doors, gates, and locks or to generate alarms, security systems or communications system in respect of a lot or the common property.

2. Use of Lots Generally

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

- (a) use or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal, immoral or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the invitees of any such Member or Occupier;
- (b) make or permit to be made any noise on that Member's Lot which may be heard outside the Member's Lot between the hours of 10.00pm and 8.00am;
- (c) use or occupy any Lot or Lots in a manner that would contravene any planning regulations, requirements or restrictions on the Plan of Subdivision;
- (d) do or permit anything to be done on a Lot which may invalidate, suspend or increase the insurance premiums for any insurance effected by the Owners Corporation which is consistent with the normal use and enjoyment of the relevant Lot for its intended purpose;
- (e) without the prior written consent of the Owners Corporation;
 - (i) Make any alterations or addition (painting or decorating included) to the exterior of the Lot including, but not limited to any balconies attached to a Lot;
 - or

- (ii) Make any structural alterations or additions to the interior of a Lot or any part of it which may diminish the support and shelter of any Lot on the Plan of Subdivision and for this purpose the Owners Corporation has the right, at the expense of the Member proposing to make the alterations to appoint an architect, structural engineer or building contractor to provide the necessary advice to the Owners Corporation to consider whether to provide its consent;
- (f) do or permit anything, which may cause structural damage to the Development including without limitation bringing any heavy article on the Lot or on the Common Property without the written consent of the Owners Corporation;
- (g) alter floor surfaces in such a way that causes the transmission of noise which is likely to disturb other Occupiers.

3. Vehicles, Driveways and Car Parking

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

- (a) drive or operate any motor vehicle on any internal road surface in excess of 5kph;
- (b) permit bicycling, roller blading, skate boarding, roller skating or other ball games in the car parking areas, driveways or access pathways or any easement for access purposes;
- (c) use any car parking space other than for the purpose of parking any vehicle, motorcycle, boat or bicycle therein and in such manner as may be fair and reasonable or permit any mechanical repairs except of an emergency nature to be performed on any vehicle;
- (d) without the consent of the Owners Corporation, use any car parking space for storage purposes;
- (e) park either for short or longer periods in any car park space except in the car parking space that is a Member's Lot or part of a Member's Lot;
- (f) interfere with the operation, function or control of any electronic vehicular gates and the mechanical car lifts/stackers;
- (g) obstruct any easement giving access to any Lots or to the Common Property;
- (h) build any structure on or over a car parking space including, without limitation any fence or wall or structure for storage purposes on a car parking space without the prior written consent of the Owners Corporation;
- (i) allow any build up or discharge of oil and other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Owners Corporation;
- (j) wash any vehicle on any part of the Common Property or on any easement for the purposes of ingress and egress from a Member's Lot or to the Common Property apart from an area designated for that purpose by the Owners Corporation;
- (k) park within those spaces allocated for visitor spaces;
- (l) not permit a visitor of their Lot to use those spaces allocated as visitor parking for more than 48 hours without special permission from the Owners Corporation.

4. Mechanical Car Lifts

- (a) Lot owners and/or their occupants are only permitted to operate the mechanical car lifts after they have been completely inducted and instructed on correct use procedures by the contractor **Car Parking Solutions or the Building Manager.**
- (b) Lot owners and/or their occupants are only permitted to operate the mechanical car lifts that is specific to their lot, they must not use any other lot's mechanical car lift at any time
- (c) Only cars are permitted to park on mechanical car lifts;
- (d) Only cars are permitted to park on mechanical car lifts;
- (e) The Owners Corporation Manager is delegated the power to:
 - (i) Enter into maintenance contracts for regular servicing and maintenance of the mechanical car lifts on behalf of the Lot owners;
 - (ii) Establish a sinking fund for the long terms replacement of the mechanical car lifts;
 - (iii) Charge the individual Lot owners a special levy per annum due on the 1st of January each year to cover the costs of the regular maintenance and servicing of the mechanical car lifts. All costs of the regular maintenance and servicing are to be divided equally amongst the Lot Owners. All additional costs are to be paid by the Lot owner.
- (f) All Lot owners and/or their occupants must allow access to all contractors as appointed by the Owners Corporation for the servicing and maintenance of the mechanical lifts.

5. Use of Common Property – Generally

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

- (a) do or allow anything to be done in the Common Property which causes a nuisance to the Owners Corporation or a Member or Occupier of a Member's Lot;
- (b) obstruct passage ways, stairways or lifts of the Common Property;
- (c) breach any rules and regulations relating to each facility on the Common Property;
- (d) take any glass or any other item which may become a danger on to the Common Property;
- (e) remove any items, equipment or such other things that are and shall remain the property of the Owners Corporation from any facility for any reason whatsoever;
- (f) interfere with the personal property of the Owners Corporation;
- (g) fail to report any repair or maintenance required to the Common Property to the Manager;
- (h) use the Common Property other than in accordance with the directions of the Manager and in the absence of any such directions in accordance with the directions of the Owners Corporation; or
- (i) allow the Common Property to be used by any person except on a temporary and non-recurring basis.

6. Animals

- (a) A Member must not and must ensure that the Occupier of a Member's Lot does not without the written approval of the Owners Corporation keep any pet or animal on their Lot or the Common Property.
- (b) If in the reasonable opinion of the Owners Corporation a pet or animal becomes noisy or interferes with the other Member's use of their Lot or the Common Property or becomes a nuisance to other Members or Occupiers, the Owners Corporation can require by written notice to the Member that the pet or animal is removed from the Lot and thereafter the Member must not keep or allow the occupier to keep any pet or animal on their Lot.
- (c) A Member must not and must ensure that the Occupier of a Member's Lot does not fail to clean up after any pet or animal debris or make good damage to any Common Property caused by such pet or animal.

7. Signage

A Member must not and must ensure that the Occupier of a Member's Lot does not allow to be displayed any placard, advertisement or sign in the Common Property or the Member's Lot so that it is visible from outside the Lot without the prior written consent of the Owners Corporation which can be granted on such terms and conditions as the Owners Corporation deems appropriate.

8. Exterior Building Surfaces and External Appearance

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

- (a) store bicycles or other articles on the exteriors of the Lots or on any Common Property except in areas designated by the Owners Corporation;
- (b) store or keep on the Common Property or any part thereof any material or goods including bicycles and other items except in the designated areas (if any) and subject to terms and conditions set forth in writing by the Owners Corporation;
- (c) install any fly wire screen, security doors or any other exterior fixture or fitting without first obtaining the written permission of the Owners Corporation and provided the consent complies with the standards of the Owners Corporation;
- (d) keep any plants, planter boxes or pots on terraces that are not maintained on good health and condition and that are offensive in appearance to other Occupiers and further that the size of the plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of the Lots by the Occupiers of those Lots;
- (e) cause disturbance or interference to other Lots when watering any plants or planter boxes and if there is a dispute as to whether the Member or Occupier is causing disturbance or interference, the Owners Corporation may at the cost of the Member appoint a structural engineer or other relevant consultant to make a determination as to whether the watering is causing a disturbance or interference;
- (f) construct or erect any sheds, kennels, spas or hot tubs or structures of any nature or description on any terrace or other items which may be of a weight that may adversely affect the terrace without obtaining the prior written consent of the Owners Corporation and complying with all building regulations and planning laws;

- (g) without obtaining the prior consent of the Owners Corporation, install any air conditioning units or condensers or of air-conditioning units on any terrace;
- (h) fail to maintain and keep in good repair any permitted structures on any terrace or balcony that is visible from the outside of the Lot and without limiting the generality of the foregoing, must ensure that any permitted air-conditioning units on the balconies are maintained in good condition and repair;
- (i) construct or erect any outside wireless television aerial, sky dish receivers, satellite dish or receiver or thing of like nature without the prior consent in writing of the Owners Corporation;
- (j) install any aerial, transmitters or telecommunications devices without the prior written consent of the Owners Corporation;
- (k) erect any external blinds or awnings without the prior written consent of the Owners Corporation;
- (l) hang curtains or install window furnishings visible from outside the Lot unless they have a white appearance to the exterior or are of a type and colour that has been approved by the Owners Corporation. Venetian blinds are not permitted;
- (m) install any window tinting without having the colour and design of same approved in writing by the Owners Corporation;
- (n) without the prior consent of the Owners Corporation maintain anything inside a Lot which when viewed from the outside of the Lot is not in keeping with the rest of the Development;
- (o) operate or permit to be operated any device or electronic equipment from a Lot which interferes with any appliance or equipment lawfully in use on the Common Property or another Lot or any part of the Development;
- (p) throw any object from any window, terrace or patio;
- (q) place any washing, towel, bedding, clothing or other article or a clothes dryer/airer so as to be visible from the common property or outside the building.

9. Rubbish

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

- (a) deposit garbage, recyclable material or waste (refuse) in any other receptacle or any other part of the Common Property except in the receptacles as designated by the Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;
- (b) throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts, or other substance whatsoever out of the windows, doors, down the staircase or from the balconies or terraces;
- (c) refuse to bear the cost of cleaning and repair caused by a breach of this rule; or
- (d) leave or fail to clean up any refuse which is dropped or spilled on the Common property or fail to notify the Owners Corporation if refuse is spilled or dropped.

10. Damage and Repairs

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

- (a) damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway or any other Owners Corporation property located on, in or attached to the Common Property provided that if the Owners Corporation expends money to make good the damage caused by any Member or Occupier or their invitees, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Member at the time the damage occurred.
- (b) fail to properly inform the Owners Corporation with 24 hours of any damage to the Property which may be the subject of claim against the Owners Corporation building and/or public liability insurance policy;
- (c) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for the work being undertaken;
- (d) interfere with or attempt to interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment including but not limited to all pedestrian entrances, lifts, car park entrances, lighting, fire controls, landscaping and structures including the sprinkler system and any facility control or equipment;
- (e) commit, perform or cause in any manner any act on the Lots or the Common Property so as to commit or cause any breach of any Act of Parliament or any regulation, by law or order made by any Municipal, Statutory Government, or other Authority authorized by law to make such regulations, permits, by-law or order or issue such permits; or
- (f) use any water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water, apparatus, waste pipes or drains from misuse or negligence shall be borne by the Member whether the same is caused by his or her own actions or those of an Occupier or invitee of the Member or Occupier.

11. Fire Control

- (a) A Member must not and must ensure that an Occupier of a Member's Lot does not interfere with or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency provided further that the owners Corporation may recover the cost of the charges for false alarms or making good any damage from the Member.
- (b) The Owners Corporation or a Member must in respect of the Development or their Lot as appropriate:
 - (i) consult with any Government Agency as to an appropriate fire alarm and fire sprinkler system for the Development or the Lots;
 - (ii) ensure the provision of all adequate equipment to prevent fire or spread of fire in or from the Development or the Lots to the satisfaction of all the Government Agencies; and

- (iii) take all reasonable steps to ensure compliance with the fire laws in respect of the Development or the Lots.

12. Security

- (a) Each Member and Occupier must comply with the reasonable requirements of the Manager regarding the security of the Common Property.
- (b) The Owners Corporation must take all reasonable steps to ensure the security of the Development from intruders and to preserve the safety of the Development from other hazards it considers necessary or desirable which, without limitation, includes;
 - (i) close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (ii) permit to the exclusion of the Members any part of the Common Property to be used by any security person as a means of monitoring the security of the Development; and
 - (iii) restrict access of Members of Lots in one level of the Development to any other level of the Development.
- (c) The Owners Corporation may make rules and regulations to ensure the security of the Development from intruders.
- (d) If the Owners Corporation restricts the access of Members under these rules, the Owners Corporation must make available to each Member free of charge the number of Security Keys that the Owners Corporation considers reasonably necessary. The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member.
- (e) A Member must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of a Lot including without limitation, entering into an appropriate agreement in any lease or licence of the Lot to ensure the rerun of the Security Key to the Member or the Manager on the expiry of the lease or licence.
- (f) A Member in possession of a Security Key;
 - (i) must not duplicate or permit the Security Key to be duplicated; and
 - (ii) must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Manager.
- (g) A Member must promptly notify the Manager if a Security Key is lost or destroyed.
- (h) If a Security Key is lost, damaged or destroyed the Member must pay the costs associated with the provision by the Manager of a replacement Security Key.

13. Relocations, Deliveries, Tradespersons

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

- (a) give less than 24 hours' notice to the Owners Corporation or its representative before any fixture, fitting or equipment may be moved into or out of any Lot and the moving of the same must be done in a manner and at the time directed by a representative of the Owners Corporation provided that nothing herein shall:
 - (i) 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 of the Common Property or of the property belonging to another Member or Occupier of another Lot; or
- (b) damage, obstruct or interfere with the stairways, lifts, corridors or any other part of the Common Property when moving in or out of any Lot;
- (c) arrange for tradespersons (except in emergencies) to perform works except during the hours of 8.00am to 6.00pm weekdays (excluding public holidays) and under the supervision and at the sole responsibility of the Member;
- (d) arrange for deliveries of any kind or nature unless the Member or its designee is at or on the Development to accept or arrange for the same at the Member's or Occupier's sole cost and responsibility.

14. Notification

Each Member must advise the Manager of an out of normal business hours contact address and telephone number for them or for the lessee of a Member's Lot and must promptly advise of any change of address or telephone number.

15. Behaviour of Invitees

A Member must not and must ensure that the Occupier of a Member's Lot and all of their respective invitees of any kind and for any purpose do not:

- (a) behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using the Common Property;
- (b) fail to accept liability for and compensate the Owners Corporation in respect of all damage to the Common Property or personal property vested in it or caused by any such Proprietor, Occupier or their invitees; or
- (c) fail to inform and require compliance with all Owners Corporation Rules and Regulations by any Occupier, or invitee coming onto the Member's Lot or the Common Property with the consent or approval (actual or implied) of such Member or Occupier.

16. Window Cleaning

- (a) A Member must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or any balcony within their Lot or for the purposes of cleaning and maintaining such windows.
- (b) A Member must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Development.

17. General

- (a) The Owners Corporation may employ for an on behalf of the Owners Corporation such agents and servants for an in connection with the exercise and performance of the powers, authorities, duties and functions of the Owners Corporation and will enter into management agreements and incur the necessary costs for the proper running and management of the Development.
- (b) The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to any of the Members or Occupiers of a Member's Lot:
 - (i) window cleaning;
 - (ii) garbage disposal and recycling;
 - (iii) electricity, water and gas supply;
 - (iv) fire control services.

18. Compliance by Tenant or Occupier

- (a) A member must ensure that all reasonable steps are taken to ensure that a tenant and invitee of a Lot comply with these rules.
- (b) A Member must ensure that any tenancy agreement or lease entered into includes a copy of these rules and all necessary terms and conditions are included in such tenancy agreement or lease to ensure compliance with these rules by the tenant or occupier under the tenancy agreement or the lease.

19. Short Term Accommodation

Short term accommodation, herein defined as "the provision of accommodation, lodging or boarding with an Emporia residential apartment, for a maximum of six (6) persons, for a period less than (28) twenty eight continuous nights" may only be allowed if the accommodation is suitably managed by an experienced accommodation operator with a physical office location within the residential section of the Emporia building.

20. Consequences of Breach

If a Member of Occupier breaches these rules, the Member must:

- (a) remedy the breach, and where the breach is incapable of remedy pay compensation;
- (b) pay to the Owners Corporation an amount equal to all costs, liabilities, loss or damage suffered or incurred by the Owners Corporation (Loss); and
- (c) indemnify the Owners Corporation against Loss.

21. Penalty Interest

In accordance with the Owners Corporations Act 2006 the Owners Corporation may charge interest, in accordance with the Penalty Interest Rates Act 1983 on any amount payable by a Lot owner to the Owners Corporation that is still outstanding after the due date for payment.

22. Dispute Resolution

- (a) The grievance procedure set out in this rule applies to disputes involving a Lot Owner, Manager or an Occupier 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 **Owners Corporation Act 2006**.
- (h) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporation Act 2006**.

23. Recovery of Owners Corporation Contribution Fees/Legal Costs

The Owners Corporation may recover, as a debt due for the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the Chairperson, Secretary or Committee Member of the Owners Corporation) arising out of any default or breach, by any Lot Owners, or Occupier of a Lot, of any obligation under the Act or the Regulations.

24. Special Sign Rights - Commercial

Definitions in this Rule:

Chief Executive Officer means the president or other persons carrying out the role of the Chief Executive Officer;

Institute means the Royal Australian Institute of Architects (Victorian Chapter) or if that body ceases to exist then the body that serves substantially the same objects as that body.

23.1 Sign Rights Granted to Commercial Lots

An owner or an occupier of any part of a Commercial lot may install on those designated areas of the Common Property that are adjacent or near to that Lot, signs:

- (a) which are of the nature usually displayed in connection with business of the nature carried on in that Lot;

- (b) which are in keeping with the architectural style of the improvements making up the Common Property;
- (c) or which advertise that the relevant Lot or part of it is for lease.

Any question as to whether signs comply with Rules 23.1 (a) if not resolved by agreement will be determined by an architect appointed by the Institute at the request of either the Owners Corporation or an owner of the Commercial Lot. The fees of that architect must be paid by the Owners Corporation and the Lot owner in equal shares. That architect's determination will be final and binding. That architect will be acting as an expert and not as an arbitrator when making a determination under this Rule.

24.2 Shop Trading Hours - Commercial

An Owner or Occupier of a Commercial Lot must not carry on any trading business in that Lot between the hours of 11.00pm and 6.30am the following morning.

24.3 Garbage Commercial – Owners Corporation No. 1 PS710530L

In addition to Rule 8, garbage transported by Commercial lots must be in sealed water tight containers or in an apparatus so directed by the Owners Corporation, and be managed by a private contractor.

CONSOLIDATED RULES FOR OWNERS CORPORATION PS 710530L
OWNERS CORPORATION No 2
EMPORIA.
31 GRATTAN STREET, PRAHRAN

Notes

- These rules are made by Owners Corporation No. 2 Plan No. PS 710530L for 31 Grattan Street, Prahran and will apply to all members of Owners Corporation No. 2.
- Any rules in the Model Rules set out in Schedule 2 *Owners Corporation Regulations 2007 (Vic)* (**Model Rules**) that are not covered by these rules will also apply to the Owners Corporation.
- These rules must be read in conjunction with the *Owners Corporation Regulations 2007 (Vic)* or such other regulations made from time to time under the *Owners Corporations Act 2006 (Vic)* or the *Subdivision Act 1988 (Vic)* which provide for the general duties of members, meetings and administration of the Owners Corporations, insurance and other matters.
- It is each member's legal responsibility to inform any occupier of his or her lot of the Model Rules and these rules.
- At any and all places in these rules where it refers to the Owners Corporations, it may also mean a Committee of Managements of the Owners Corporation or an Owners Corporation Manager that has been duly appointed and delegated by the Owners Corporations to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules of the Owners Corporation.

1. Interpretations/Definitions

In these rules, unless the context clearly indicates otherwise:

Act means the owners Corporation Act 2006 (Vic);

Building means all and any buildings, structures or improvements comprised in the Development;

Commercial Lot means the lots (numbers 1 to 7) on the Plan of Subdivision:

Common Property means Common Property No. 1 shown as Common Property No. 1 on the Plan of Subdivision;

Development means all the land and improvements comprised in the Plan of Subdivision and known as 31 Grattan Street, Prahran and situated at 31 Grattan Street, Prahran.

Lots meant the lots on the Plan of Subdivision;

Manager means the Manager appointed from time to time by the Owners Corporation pursuant to Section 119 of the Act;

Member means a member of the Owners Corporation;

Model Rules means the Model Rules set out in Form 1 of Schedule 2 of the Regulations;

Occupier means any person occupying or in possession of a Lot on the Plan of Subdivision;

Owners Corporation means Owners Corporation No. 2 on Plan No. PS710530L;

Plan of Subdivision means Plan of Subdivision No. PS710530L and all its stages or a particular stage where the context requires;

Proprietor means the registered proprietor from time to time of a Lot on the Plan of Subdivision;

Regulations means the Owners Corporation regulations 2007 as amended or any other regulations relating to Owners Corporation matters made from time to time under the provisions of the Act or the Subdivision Act 1988;

Security Key means a key, magnetic card or other access device used to open and close doors, gates, and locks or to generate alarms, security systems or communications system in respect of a lot or the Common Property.

2. Use of Lots Generally

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

- (a) use or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal, immoral or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the invitees of any such Member or Occupier;
- (b) make or permit to be made any noise on that Member's Lot which may be heard outside the Member's Lot between the hours of 10.00pm and 8.00am;
- (c) use or occupy any Lot or Lots in a manner that would contravene any planning regulations, requirements or restrictions on the Plan of Subdivision;
- (d) do or permit anything to be done on a Lot which may invalidate, suspend or increase the insurance premiums for any insurance effected by the Owners Corporation which is consistent with the normal use and enjoyment of the relevant Lot for its intended purpose;
- (e) without the prior written consent of the Owners Corporation;
 - (i) Make any alterations or addition (painting or decorating included) to the exterior of the Lot including, but not limited to any balconies attached to a Lot;
 - or

- (ii) Make any structural alterations or additions to the interior of a Lot or any part of it which may diminish the support and shelter of any Lot on the Plan of Subdivision and for this purpose the Owners Corporation has the right, at the expense of the Member proposing to make the alterations to appoint an architect, structural engineer or building contractor to provide the necessary advice to the Owners Corporation to consider whether to provide its consent;
- (f) do or permit anything, which may cause structural damage to the Development including without limitation bringing any heavy article on the Lot or on the Common Property without the written consent of the Owners Corporation;
- (g) alter floor surfaces in such a way that causes the transmission of noise which is likely to disturb other Occupiers.

3. Vehicles, Driveways and Car Parking

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

- (a) drive or operate any motor vehicle on any internal road surface in excess of 5kph;
- (b) permit bicycling, roller blading, skate boarding, roller skating or other ball games in the car parking areas, driveways or access pathways or any easement for access purposes;
- (c) use any car parking space other than for the purpose of parking any vehicle, motorcycle, boat or bicycle therein and in such manner as may be fair and reasonable or permit any mechanical repairs except of an emergency nature to be performed on any vehicle;
- (d) without the consent of the Owners Corporation, use any car parking space for storage purposes;
- (e) park either for short or longer periods in any car park space except in the car parking space that is a Member's Lot or part of a Member's Lot;
- (f) interfere with the operation, function or control of any electronic vehicular gates and mechanical car lifts/stackers;
- (g) obstruct any easement giving access to any Lots or to the Common Property;
- (h) build any structure on or over a car parking space including, without limitation any fence or wall or structure for storage purposes on a car parking space without the prior written consent of the Owners Corporation;
- (i) allow any build up or discharge of oil and other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Owners Corporation;
- (j) wash any vehicle on any part of the Common Property or on any easement for the purposes of ingress and egress from a Member's Lot or to the Common Property apart from an area designated for that purpose by the Owners Corporation;
- (k) park within those spaces allocated for visitor spaces;
- (l) not permit a visitor of their Lot to use those spaces allocated as visitor parking for more than 48 hours without special permission from the Owners Corporation.

4. Mechanical Car Lifts

- (a) Lot owners and/or their occupants are only permitted to operate the mechanical car lifts after they have been completely inducted and instructed on correct use procedures by the contractor **Car Parking Solutions or the Building Manager**.
- (b) Lot owners and/or their occupants are only permitted to operate the mechanical car lifts that is specific to their lot; they must not use any other lot's mechanical car lift at any time
- (c) Only cars are permitted to park on mechanical car lifts;
- (d) The Owners Corporation Manager is delegated the power to:
 - (i) Enter into maintenance contracts for regular servicing and maintenance of the mechanical car lifts on behalf of the Lot owners;
 - (ii) Establish a sinking fund for the long terms replacement of the mechanical car lifts;
 - (iii) Charge the individual Lot owners a special levy per annum due on the 1st of January each year to cover the costs of the regular maintenance and servicing of the mechanical car lifts. All costs of the regular maintenance and servicing are to be divided equally amongst the Lot Owners. All additional costs are to be paid by the Lot owner.
- (e) All Lot owners and/or their occupants must allow access to all contractors as appointed by the Owners Corporation for the servicing and maintenance of the mechanical lifts.

5. Communal Entertainment Area

- (a) This provision relates to the entertainment area on the Common Property located on Level one.
- (b) The use of these facilities is restricted to Members and Occupiers of Owners Corporation No. 2 on Plan No 710530L.
- (c) The entertaining area is available for use between:

Sunday – Thursday	7.00am to 10.00pm
Friday – Saturday	7.00am to 10.00pm

6. Use of Common Property – Generally

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

- (j) do or allow anything to be done in the Common Property which causes a nuisance to the Owners Corporation or a Member or Occupier of a Member's Lot;
- (k) obstruct passage ways, stairways or lifts of the Common Property;
- (l) breach any rules and regulations relating to each facility on the Common Property;
- (m) take any glass or any other item which may become a danger on to the Common Property;
- (n) wear inappropriate clothing such as bathers, bikinis or other swimwear when using the Common Property;

- (o) remove any items, equipment or such other things that are and shall remain the property of the Owners Corporation from any facility for any reason whatsoever;
- (p) interfere with the personal property of the Owners Corporation;
- (q) fail to report any repair or maintenance required to the Common Property to the Manager;
- (r) use the Common Property other than in accordance with the directions of the Manager and in the absence of any such directions in accordance with the directions of the Owners Corporation; or
- (s) allow the Common Property to be used by any person except on a temporary and non-recurring basis.

7. Animals

- (a) A Member must not and must ensure that the Occupier of a Member's Lot does not without the written approval of the Owners Corporation keep any pet or animal on their Lot or the Common Property.
- (b) If in the reasonable opinion of the Owners Corporation a pet or animal becomes noisy or interferes with the other Member's use of their Lot or the Common Property or becomes a nuisance to other Members or Occupiers, the Owners Corporation can require by written notice to the Member that the pet or animal is removed from the Lot and thereafter the Member must not keep or allow the occupier to keep any pet or animal on their Lot.
- (c) A Member must not and must ensure that the Occupier of a Member's Lot does not fail to clean up after any pet or animal debris or make good damage to any Common Property caused by such pet or animal.

8. Signage

A Member must not and must ensure that the Occupier of a Member's Lot does not allow to be displayed any placard, advertisement or sign in the Common Property or the Member's Lot so that it is visible from outside the Lot without the prior written consent of the Owners Corporation which can be granted on such terms and conditions as the Owners Corporation deems appropriate.

9. Balconies, Patios, Exterior Building Surfaces and External Appearance

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

- (a) hang clothes, store bicycles or other articles on the balconies, exteriors of the Lot or on any Common Property except in areas designated by the Owners Corporation;
- (b) store or keep on the Common Property or any part thereof any material or goods including bicycles and other items except in the designated areas (if any) and subject to terms and conditions set forth in writing by the Owners Corporation;
- (c) install any fly wire screen, security doors or any other exterior fixture or fitting without first obtaining the written permission of the Owners Corporation and provided the consent complies with the standards of the Owners Corporation;
- (d) keep any plants, planter boxes or pots on terraces that are not maintained on good health and condition and that are offensive in appearance to other Occupiers and

further that the size of the plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of the Lots by the Occupiers of those Lots;

- (e) cause disturbance or interference to other Lots when watering any plants or planter boxes and if there is a dispute as to whether the Member or Occupier is causing disturbance or interference, the Owners Corporation may at the cost of the Member appoint a structural engineer or other relevant consultant to make a determination as to whether the watering is causing a disturbance or interference;
- (f) construct or erect any sheds, kennels, spas or hot tubs or structures of any nature or description on any terrace or other items which may be of a weight that may adversely affect the terrace without obtaining the prior written consent of the Owners Corporation and complying with all building regulations and planning laws;
- (g) without obtaining the prior consent of the Owners Corporation, install any air conditioning units or condensers or of air-conditioning units on any terrace;
- (h) fail to maintain and keep in good repair any permitted structures on any terrace or balcony that is visible from the outside of the Lot and without limiting the generality of the foregoing, must ensure that any permitted air-conditioning units on the balconies are maintained in good condition and repair;
- (i) construct or erect any outside wireless television aerial, sky dish receivers, satellite dish or receiver or thing of like nature without the prior consent in writing of the Owners Corporation;
- (j) install any aerial, transmitters or telecommunications devices without the prior written consent of the Owners Corporation;
- (k) erect any external blinds or awnings without the prior written consent of the Owners Corporation;
- (l) hang curtains or install window furnishings visible from outside the Lot unless they have a white appearance to the exterior or are of a type and colour that has been approved by the Owners Corporation. Venetian blinds are not permitted;
- (m) install any window tinting without having the colour and design of same approved in writing by the Owners Corporation;
- (n) without the prior consent of the Owners Corporation maintain anything inside a Lot which when viewed from the outside of the Lot is not in keeping with the rest of the Development;
- (o) operate or permit to be operated any device or electronic equipment from a Lot which interferes with any appliance or equipment lawfully in use on the Common Property or another Lot or any part of the Development;
- (p) throw any object from any window, terrace or patio;
- (q) when on a balcony use language or behave in a manner that may cause offence or embarrassment to other Members or Occupiers of other Lots or to any person using the Common Property.

10. Rubbish

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

- (a) deposit garbage, recyclable material or waste (refuse) in any other receptacle or any other part of the Common Property except in the receptacles as designated by the Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;

- (b) throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts, or other substance whatsoever out of the windows, doors, down the staircase or from the balconies or terraces;
- (c) refuse to bear the cost of cleaning and repair caused by a breach of this rule; or
- (d) leave or fail to clean up any refuse which is dropped or spilled on the Common property or fail to notify the Owners Corporation if refuse is spilled or dropped.

11. Damage and Repairs

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

- (a) damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway or any other Owners Corporation property located on, in or attached to the Common Property provided that if the Owners Corporation expends money to make good the damage caused by any Member or Occupier or their invitees, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Member at the time the damage occurred.
- (b) fail to properly inform the Owners Corporation with 24 hours of any damage to the Property which may be the subject of claim against the Owners Corporation building and/or public liability insurance policy;
- (c) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for the work being undertaken;
- (d) interfere with or attempt to interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment including but not limited to all pedestrian entrances, lifts, car park entrances, lighting, fire controls, landscaping and structures including the sprinkler system and any facility control or equipment;
- (e) commit, perform or cause in any manner any act on the Lots or the Common Property so as to commit or cause any breach of any Act of Parliament or any regulation, by law or order made by any Municipal, Statutory Government, or other Authority authorized by law to make such regulations, permits, by-law or order or issue such permits; or
- (f) use any water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water, apparatus, waste pipes or drains from misuse or negligence shall be borne by the Member whether the same is caused by his or her own actions or those of an Occupier or invitee of the Member or Occupier.

12. Fire Control

- (a) A Member must not and must ensure that an Occupier of a Member's Lot does not interfere with or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency provided further that the owners Corporation may recover the cost of the charges for false alarms or making good any damage from the Member.
- (b) The Owners Corporation or a Member must in respect of the Development or their Lot as appropriate:

- (iv) consult with any Government Agency as to an appropriate fire alarm and fire sprinkler system for the Development or the Lots;
- (v) ensure the provision of all adequate equipment to prevent fire or spread of fire in or from the Development or the Lots to the satisfaction of all the Government Agencies; and
- (vi) take all reasonable steps to ensure compliance with the fire laws in respect of the Development or the Lots.

13. Security

- (a) Each Member and Occupier must comply with the reasonable requirements of the Manager regarding the security of the Common Property.
- (b) The Owners Corporation must take all reasonable steps to ensure the security of the Development from intruders and to preserve the safety of the Development from other hazards it considers necessary or desirable which, without limitation, includes;
 - (iv) close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (v) permit to the exclusion of the Members any part of the Common Property to be used by any security person as a means of monitoring the security of the Development; and
 - (vi) restrict access of Members of Lots in one level of the Development to any other level of the Development.
- (c) The Owners Corporation may make rules and regulations to ensure the security of the Development from intruders.
- (d) If the Owners Corporation restricts the access of Members under these rules, the Owners Corporation must make available to each Member free of charge the number of Security Keys that the Owners Corporation considers reasonably necessary. The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member.
- (e) A Member must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of a Lot including without limitation, entering into an appropriate agreement in any lease or licence of the Lot to ensure the rerun of the Security Key to the Member or the Manager on the expiry of the lease or licence.
- (f) A Member in possession of a Security Key;
 - (iii) must not duplicate or permit the Security Key to be duplicated; and
 - (iv) must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Manager.

- (g) A Member must promptly notify the Manager if a Security Key is lost or destroyed.
- (h) If a Security Key is lost, damaged or destroyed the Member must pay the costs associated with the provision by the Manager of a replacement Security Key.

14. Relocations, Deliveries, Tradespersons

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

- (a) give less than 24 hours' notice to the Owners Corporation or its representative before any fixture, fitting or equipment may be moved into or out of any Lot and the moving of the same must be done in a manner and at the time directed by a representative of the Owners Corporation provided that nothing herein shall:
 - (ii) 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 of the Common Property or of the property belonging to another Member or Occupier of another Lot; or
- (b) damage, obstruct or interfere with the stairways, lifts, corridors or any other part of the Common Property when moving in or out of any Lot;
- (c) arrange for tradespersons (except in emergencies) to perform works except during the hours of 8.00am to 6.00pm weekdays (excluding public holidays) and under the supervision and at the sole responsibility of the Member;
- (d) arrange for deliveries of any kind or nature unless the Member or its designee is at or on the Development to accept or arrange for the same at the Member's or Occupier's sole cost and responsibility.

15. Notification

Each Member must advise the Manager of an out of normal business hours contact address and telephone number for them or for the lessee of a Member's Lot and must promptly advise of any change of address or telephone number.

16. Behaviour of Invitees

A Member must not and must ensure that the Occupier of a Member's Lot and all of their respective invitees of any kind and for any purpose do not:

- (a) behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using the Common Property;
- (b) fail to accept liability for and compensate the Owners Corporation in respect of all damage to the Common Property or personal property vested in it or caused by any such Proprietor, Occupier or their invitees; or
- (c) fail to inform and require compliance with all Owners Corporation Rules and Regulations by any Occupier, or invitee coming onto the Member's Lot or the Common Property with the consent or approval (actual or implied) of such Member or Occupier.

17. Window Cleaning

- (a) A Member must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or any balcony within their Lot or for the purposes of cleaning and maintaining such windows.
- (b) A Member must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanness that detracts or affects the exterior appearance of the Lot or the Development.

18. General

- (a) The Owners Corporation may employ for an on behalf of the Owners Corporation such agents and servants for an in connection with the exercise and performance of the powers, authorities, duties and functions of the Owners Corporation and will enter into management agreements and incur the necessary costs for the proper running and management of the Development.
- (b) The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to any of the Members or Occupiers of a Member's Lot:
 - (i) window cleaning;
 - (ii) garbage disposal and recycling;
 - (iii) electricity, water and gas supply;
 - (iv) fire control services;
 - (v) Pay TV; and
 - (vi) telecommunications facilities.

19. Compliance by Tenant or Occupier

- (a) A member must ensure that all reasonable steps are taken to ensure that a tenant and invitee of a Lot comply with these rules.
- (b) A Member must ensure that any tenancy agreement or lease entered into includes a copy of these rules and all necessary terms and conditions are included in such tenancy agreement or lease to ensure compliance with these rules by the tenant or occupier under the tenancy agreement or the lease.

20. Short Term Accommodation

Short term accommodation, herein defined as "the provision of accommodation, lodging or boarding with an Emporia residential apartment, for a maximum of six (6) persons, for a period less than (28) twenty eight continuous nights" may only be allowed if the accommodation is suitably managed by an experienced accommodation operator with a physical office location within the residential section of the Emporia building.

21. Consequences of Breach

If a Member of Occupier breaches these rules, the Member must:

- (a) remedy the breach, and where the breach is incapable of remedy pay compensation;

- (b) pay to the Owners Corporation an amount equal to all costs, liabilities, loss or damage suffered or incurred by the Owners Corporation (Loss); and
- (c) indemnify the Owners Corporation against Loss.

22. Penalty Interest

In accordance with the Owners Corporations Act 2006 the Owners Corporation may charge interest, in accordance with the Penalty Interest Rates Act 1983 on any amount payable by a Lot owner to the Owners Corporation that is still outstanding after the due date for payment.

23. Dispute Resolution

- (a) The grievance procedure set out in this rule applies to disputes involving a Lot Owner, Manager or an Occupier 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 **Owners Corporation Act 2006**.
- (h) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporation Act 2006**.

24. Recovery of Owners Corporation Contribution Fees/Legal Costs

The Owners Corporation may recover, as a debt due for the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the Chairperson, Secretary or Committee Member of the Owners Corporation) arising out of any default or breach, by any Lot Owners, or Occupier of a Lot, of any obligation under the Act or the Regulations.

MODEL RULES FOR AN OWNERS CORPORATION

1) HEALTH, SAFETY & SECURITY

a) Health, safety and security of lot owners, occupiers of lots and others

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

b) Storage of flammable liquids and other dangerous substances and materials

- i) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- ii) This rule does not apply to –
 - (1) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (2) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

c) Waste disposal

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

2) MANAGEMENT & ADMINISTRATION

a) Metering of services and apportionment of costs of services

- i) 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.
- ii) 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.
- iii) Sub rule (ii) does not apply if the concession or rebate-
 - (1) 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
 - (2) is paid directly to the lot owner or occupier as a refund.

3) USE OF COMMON PROPERTY

a) Use of common property

- i) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- ii) 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.
- iii) An approval under sub rule (ii) may state a period for which the approval is granted

- iv) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- v) An owner or occupier of a lot who is keeping an animal that assists a person with an impairment or disability, may allow the animal on common property but must keep the animal under their control at all times.

b) Vehicles and parking on common property

- i) An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle-
 - (1) To be parked or left in parking spaces situated on common property and allocated for other lots; or
 - (2) On the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
 - (3) In any place other than a parking area situated on common property specified for that purpose by the owners corporation.

c) Damage to common property

- i) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- ii) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- iii) An approval under sub rule (i) or (ii) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- iv) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- v) The owner or person referred to in sub rule (iv) must keep any device, screen or barrier installed in good order and repair.

4) LOTS

a) Change of use of lots

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

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

5) BEHAVIOUR OF PERSONS

a) Behaviour of owners, occupiers and invitees on common property

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

6) Noise and other nuisance control

- a) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- b) Sub rule (a) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7) DISPUTE RESOLUTION

- a) The grievance procedure set out in this rule applies to disputes involving:
 - i) The party making the complaint must prepare a written statement in the approved form.
 - ii) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
 - iii) 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.
 - iv) 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.
 - v) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
 - vi) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporation Act 2006**.
 - vii) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporation Act 2006**.

FORM OF INDEMNITY

'EMPORIA APARTMENTS' – PS 710530L 31 GRATTAN STREET, PRAHRAN, VIC

Your removalist will be requested to fill out the following form. This is to ensure that any damage done to common property during your move is rectified at the expense of the removalist or the resident moving in.

I/Wemoving into
(Owner/Resident) (Apartment Resident moving into)

UNDERTAKE TO TAKE ALL DUE CARE AND DILIGENCE DURING THE MOVING PROCESS.

FURTHER, THE COMPANY / OWNER AGREES TO REIMBURSE THE OWNERS CORPORATION OF 'EMPORIA APARTMENTS' ANY EXPENSE INCURRED BY THEM IN REINSTATING TO ORIGINAL CONDITION ANY SURFACE OR ITEM WHICH MAY BECOME DAMAGED OR MARKED BY THE COMPANY'S / OWNER'S ACTIONS.

IN THIS REGARD, INSPECTIONS WILL BE CARRIED OUT BY THE BUILDING MANAGER BOTH PRIOR TO AND FOLLOWING THE SUBJECT MOVE.

SHOULD YOU DISAGREE WITH THE ASSESSMENT MADE BY THE BUILDING MANAGER, YOUR IMMEDIATE RESPONSE WILL BE REQUIRED; FAILURE TO RESPOND IMMEDIATELY WILL RESULT IN ALL FURTHER RIGHTS OF APPEAL BEING FORFEITED.

CONDITION REPORT PRIOR TO MOVE

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.....

CONDITION REPORT AFTER MOVE

.....
.....
.....
.....
.....

DATE

.....
(Occupants Signature)

DATE:

.....
(Occupants Full Name)

REMOTE & FOB ORDERING PROFORMA

'EMPORIA APARTMENTS' – PS 710530L 31 GRATTAN STREET, PRAHRAN, VIC

Apt No.

Please circle indicating person ordering: Owner OR Managing Agent

Name:

Address (if not residing on site):

..... Postcode:.....

Phone Number: (BH): Mobile Number:.....

SIGNATURE:

DATED:

Quantity	Description	Item Price incl. GST	Total Price incl. GST
	Fob only	\$ 14.85	\$
	Remote with Fob on the back	\$ 42.35	\$
		TOTAL:	\$

Please tick:

- ☐ Please call me when my Remote/Fob is ready to be picked up
- ☐ Please deliver my Remote/Fob to:

Email this order form to Dixon Kestles on: pernillec@dixonkestles.com.au to purchase apartment keys and the Owners Corporation Manager will check the relevant details and authorise.

The cost will be raised to the Owners Corporation Fees Notice.

Once your order is authorised, the Building Manager will program your Remote/Fob and arrange to have it sent or delivered to the delivery address noted above.

Should you have any queries, please contact:

Building Manager: Alan Carlin Mobile: 0417 444 264 Email: emporia@arcproperty.net