

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

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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, 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 1<sup>st</sup> 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 flywire 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, skydish 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 complies 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. 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.

## **20. 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.

## **21. 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**.

## **22. 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.

## **23. 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.

### **23.2 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.

### **23.3 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.

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

## 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**.