

## Owners Corporation Rules

### Owners Corporation No. 1 Plan of Subdivision PS 732089X 5 Blanch Street, Preston – BELLEVIEW APARTMENTS

#### 1. Definitions

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##### 1.1. Definitions

1.1.1. In these rules:

- (a) "**Act**" means the *Owners Corporations Act 2006 (Vic)*;
- (b) "**Building**" means the building and improvements on the Land, inclusive where applicable of the Common Properties;
- (c) "**Commercial Lot**" means a Lot which is permitted to be lawfully be used as;
- (d) "**Common Property**" means the Common Property shown as Common Property 1 on the Plan;
- (e) "**Developer**" means Aufa Property Pty Ltd (ACN 150 531 829) of Factory 7, 31 Fiveways Boulevard, Keysborough, Victoria;
- (f) "**Governmental Agency**" means any government or any governmental, semi-governmental, administrative, fiscal or Judicial body, department, commission, authority, tribunal, agency or any entity which is defined as a "referral authority" under the Act;
- (g) "**Land**" means all the land in the Plan;
- (h) "**Lot**" means a Lot shown on the Plan being the Lots affected by the Owners Corporation;
- (i) "**Manager**" means the manager appointed from time to time by the owners Corporation pursuant to Section 119 of the Act and/or a building manager appointed from time to time by the Owners Corporation as notified from time to lime to the Members;
- (j) "**Member**" means a Member of the Owners Corporation, and where applicable, agents, licensees, invitees, contractors, visitors and the like of such Member;
- (k) "**Model Rules**" means the model rules as referred to in section 139 of the Act;
- (l) "**Owners Corporation**" means Owners Corporation 2 on the Plan;
- (m) "**Plan**" means Plan of Subdivision No. PS 732089X.
- (n) "**Rules**" means these rules including the Model Rules any Rules contained within this document.

##### 1.2. Model Rules

1.2.1. Any Rules contained in this document take precedence over the Model Rules.

- 1.2.2. If the Model Rules provide for a matter and the Rules contained in this document do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules.

## **2. Application of Rules**

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These rules only apply to the Common Property and do not apply to the common property shown as Common Property 2 on the Plan.

## **3. Lots**

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### **3.1. Change of use of Lots**

- 3.1.1. 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. For 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 retail, commercial or industrial uses rather than residential purpose.
- 3.1.2. An owner or occupier of a Lot must not use or permit a Lot to be used for any purpose which may be illegal, or may cause a nuisance or hazard to any other owner or occupier of a Lot, or guests of such owner or occupier, or interfere with the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

### **3.2. External Appearance of Lots**

- 3.2.1. An owner or occupier of a Lot must not:
- (a) in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall or woodwork, without first obtaining the written approval and direction of the Owners Corporation;
  - (b) make or permit to be made any noise from machinery or music which may be heard outside the Lot between the hours of 10:00pm and 5:00am;
  - (c) place, display or hang any chattel item (including any item of clothing or any wind chimes) or any signage (including 'for sale', 'lease' or any business signage) on or from a balcony or courtyard forming part of the Lot or Common Property;
  - (d) store bicycles or other articles on the balconies or exteriors of the Lots or on any common area;
  - (e) install any fly-wire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so by the Owners Corporation and provided that the said permission complies with the standards established by the Owners Corporation and governing authorities;
  - (f) keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of 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 their Lots by the Occupiers of those Lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other Lots;
  - (g) construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony any tanks, hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without first having obtained the written consent of the Owners Corporation and governing authorities;

- (h) construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Owners Corporation;
- (i) erect any external blinds or awning without the previous consent in writing of the Owners Corporation;
- (j) install any window furnishings other than that specified by the Owners Corporation Specification which is as follows from time to time;
- (k) erect a wrought iron door or security door or fly-wire door or similar to Lot entrances unless approved by the Owners Corporation;
- (l) fit any canvass blinds, curtains or similar to the outside of any window of a Lot without the previous consent in writing of the Owners Corporation; and
- (m) hang or place or permit to be hung or placed any garment or article of clothing sheet blanket or towel or other article on any part of the Common Property or on or from any part of the exterior of the Lot including the balcony or such as to be visible from outside the Lot except as provided by the Owners Corporation.

3.2.2. An owner or occupier of a Lot 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 Building.

### **3.3. *Requiring notice to Owners Corporation of any renovations to Lots***

3.3.1. An owner or occupier must not perform any renovations on a Lot without first:

- (a) having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the Lot to be renovated;
- (b) obtaining all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the Manager not less than 21 days prior to commencement and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
- (c) obtaining appropriate insurance in place, in respect of the works, which identifies the Owners Corporation as an interested party.

### **3.4. *Time within work on Lots can be carried out***

3.4.1. An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8:30am to 4:30pm.

3.4.2. The works referred to in Rule 3.4.1 are not to be undertaken on weekends and/or public holidays.

## **4. Commercial Lots**

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### **4.1. *Grease Trap***

4.1.1. An owner or occupier of a Commercial Lot shall not connect to or use a grease trap except in compliance with the terms and conditions contained in the registered rules of the Owners Corporation.

4.1.2. Before connecting to or installing a grease trap an owner or occupier must:

- (a) provide the Owners Corporation with a copy of any requisite approval of the relevant Government Authority, including all conditions of approval, drawing and specifications;
  - (b) Obtain the written approval of the Owners Corporation, which approval may be subject to conditions about the method of connection to the grease trap and the way in which and by whom, the connection to the greaser trap and the grease trap are to be cleaned and maintained, including the frequency of cleaning and maintenance.
  - (c) enter into all necessary arrangements and contracts for cleaning and pump out of the grease trap in as required by the relevant Government Authority; and
  - (d) ensure that all connections to the grease trap and pump out design is such that the designated pump out location shall be from the external of the building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park, or any area within the common property, other than the designated pump out pipework put in place within the construction of the Building.
- 4.1.3. After connection the grease owner or occupier of the Commercial Lot must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.
- 4.1.4. In using a grease trap an owner or occupier of the Commercial Lot must:
- (a) comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor; and
  - (b) only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.
- 4.1.5. An owner or occupier of a Commercial Lot must serve by or using a particular grease trap shall be responsible to keep the grease trap and any connection to it; -
- (a) properly and adequately maintained in a state of good and serviceable repair.
  - (b) adequately clean and free of vermin.
  - (c) regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation or Government Authority.
- 4.1.6. An owner or occupier of a Commercial Lot served by or using a particular grease trap shall be responsible for all costs associated herewith as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other owners, occupants or guests.
- 4.1.7. The Owners Corporation by its servants and agents shall be entitled to have access to the grease trap and connections to the grease traps the subject of this by law upon reasonable notice to an owner or occupier to inspect such areas or for any other purpose permitted under the registered rules.

## **4.2. Advertising Signage**

- 4.2.1. An owner or occupier of a Commercial Lot must apply in writing before placing signage on any and all windows abutting the respective Commercial Lot for the purpose of advertising signage.

4.2.2. The respective Commercial Lot owner or occupier shall be deemed responsible for the upkeep, repair and ongoing maintenance of that area.

**4.3. Commercial Fit Out**

4.3.1. An owner or occupier of a commercial lot must seek approval from the Owners Corporation prior to commencing any fit out works.

4.3.2. The Owners Corporation may demand that the owner or occupier provide copies of permits, plans and other documentation to assist in providing approval.

**5. Health Safety and Security**

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**5.1. General**

5.1.1. An owner or occupier of a Lot must not use a Lot or the Common Property, or permit a Lot or the Common Property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of an owner, occupier, or user of another Lot or any person who enters upon the Common Property.

5.1.2. The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of owners and occupiers of Lots and all persons who are entitled to use the Common Property is not compromised.

5.1.3. An owner or occupier of a Lot must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.

5.1.4. An owner or occupier of a Lot must ensure compliance with all statutory requirements with respect to their Lot, including any rules and directions and decisions of the Owners Corporation relating to fire safety with respect to the Lot and the Common Property.

5.1.5. If an owner or occupier of a Lot fails to comply with Rule 5.1.3 and/or 5.1.4 the Owners Corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the owner or occupier.

5.1.6. An owner or occupier of a Lot must not use or interfere or tamper with any fire safety equipment except in the case of an emergency.

5.1.7. An owner or occupier of a Lot must install smoke detectors on their Lot and ensure that all smoke detectors installed are regularly maintained and tested and batteries are replaced regularly.

5.1.8. If a security key/electronic key card or similar security device affording access to the development and issued by the Owners Corporation in respect of a Unit, is lost by an Owner, Occupier, Visitor or Guest, the Owner of the relevant Unit must forfeit any security deposit paid to the Owners Corporation. They must also reimburse the Owners Corporation for all costs incurred in maintaining the security including the cost of changing locks and providing new security devices for all Lots.

5.1.9. An owner or occupier must not:

- (a) leave or prop open or permit to remain open any external doors or gates providing access to the Common Property;
- (b) compromise the security of the Common Property and keep informed the Manager of any damage, forced entry or other act that might compromise the security of the Common Property; and

- (c) An owner or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle which is owned by them or under their control onto the Common Property or to allow such leakages within a Lot to spread to another Lot or the Common Property (e.g. by pedestrian or vehicular traffic).
- (d) In the event of the breach of this rule, causing damage or dirtying of Common Property, the Owners Corporation may clean the leaked substance from the Common Property and from the Lot on which it is located and recover the costs of doing so from the Lot owner or occupier but after giving 7 days' notice only to be rectified.

**5.2. Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe.**

- 5.2.1. An owner or occupier of a Lot must not permit any child under the age of 14 years, and over whom the owner or occupier has control, to remain unaccompanied (by a responsible adult) on Common Property, including car parking areas, where there is a hazard or possible danger.

**5.3. Storage and use of flammable liquids and dangerous substances and materials**

- 5.3.1. 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, except chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**5.4. Waste Disposal**

- 5.4.1. An owner or occupier of a Lot 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.

**6. Special Rules for the Developer**

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**6.1. Developer**

- 6.1.1. Up until the sale and settlement of the last lot owned by the Developer within the development, nothing in these rules will prevent or hinder the Developer from completing construction for improvements of the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling or leasing any Lot owned by the Developer and without limitation the Developer may:
- (a) use any Lot owned by the Developer as a display Lot to assist in the marketing sale and/or leasing of other Lots;
  - (b) place anywhere on a Lot owned by the Developer or on the Common Property signs and other materials relating to the sale or leasing of Lots;
  - (c) conduct in a Lot owned by the Developer or anywhere on the Common Property an auction sale or leasing of a Lot;
  - (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots owned by the Developer;
  - (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
  - (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;

- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- (i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out and works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.