

Owners Corporation Rules ~ P.S. 544418D

1. DEFINITIONS

In these rules:

- (a) “**Act**” means the Subdivision Act 1988;
- (b) “**Owners Corporation**” means Owners Corporation No. 1 on Plan No. P.S. 544418D;
- (c) “**Building**” means the building constructed on the Land;
- (d) “**Common Property**” means any common property described on the Plan of Subdivision;
- (e) “**Development**” means all the land and improvements comprised in Plan of Subdivision No P.S. 544418D and known as Casuarina Villas, 60-68 Gladesville Boulevard, Patterson Lakes, Victoria 3197;
- (f) “**Land**” means the whole of the land described in the Plan;
- (g) “**Lot or Lots**” means a Lot or Lots on the Plan of Subdivision;
- (h) “**Manager**” means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (i) “**Member**” means an owner of a lot on the Plan of Subdivision;
- (j) “**Occupier**” means any person occupying or in possession of a lot of the Plan of Subdivision and can include a member;
- (k) “**Plan**” means Plan of Subdivision No P.S. 544418D;
- (l) “**Proprietor**” means a member of the Owners Corporation;
- (m) “**Regulations**” mean the Subdivision (Owners Corporation) Regulations 2001;
- (n) “**Security Key**” means a key, magnetic card, FOB or other device used to open doors, gates, and locks.

2. USE AND BEHAVIOUR BY PROPRIETORS, OCCUPIERS AND INVITEES

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

2.1

- (a) use the common property or the common facilities or permit the common property or common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (b) use or permit the common property or the common facilities to be used for any purpose other than that for which they were designed;
- (c) do or suffer to be done in or upon the common property or the common facilities any act, matter or thing that may render any insurance in respect of the building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- (d) use or permit any lot, the common property or common facilities to be used for any purpose which may be illegal 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 families or visitors of any such member or occupier;
- (e) use or occupy any lot or lots or any part thereof as a shop or other place for carrying on any trade or business including operation of serviced apartments;
- (f) 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 caused by any such Owner, Occupier or their invitees;
- (g) fail to clear on each and every day the contents of the member's mail receiving box;
- (h) fail to inform and require compliance of all Owners Corporation rules and regulations on any occupier, guest, visitor or invitee of any kind;

2.2 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property;

2.3 A proprietor or occupier of a lot must not smoke, eat, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, foyers, car park, lobbies or any area forming part of the common property;

2.4 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in common property except in those areas designated from time to time by the Owners Corporation;

3. VEHICLES, DRIVEWAYS AND CAR PARK

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

- (a) use or permit to be used any part of the member's car parks otherwise than for the purpose of parking a motor vehicle and not to assign, sub-let or grant any licence to any person to use such car park without the consent in writing of the Owners Corporation;

- (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a car park or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- (c) drive or operate any motor vehicle on any internal surface in excess of 10kph;
- (d) permit bicycling, rollerblading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the common property;
- (e) park, either for short or long term periods, any Occupier's vehicle in any car park space, driveway, except in the space or spaces as delineated on title as belonging to each individual lot;
- (f) interfere with the operation, function or control of the electronic vehicle access gate;
- (g) wash any vehicle in any area or car parking space or any common property whatsoever;
- (i) allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kinds are removed immediately upon notice of the same by the Owners Corporation. The Owners Corporation reserves the right upon notice should the resident fail to immediately remove any build-up to clean the car park lot and invoice the owner for the cost of the same.
- (j) use the car park lot for storage of any item outside of its intended use as a car parking facility;
- (k) the proprietor may not install any storage unit, storage facility or bicycle rack within a member's car park lot without first having supplied plans of the same to the Owners Corporation or its agent and having received prior written approval for the same.

4. NOISE:

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

- (a) make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;
- (b) make or permit to be made noise from music, machinery or other, including social gatherings, musical instruments, television sets, radios, stereos, CD players or the like which may be heard outside the owner's lot between the hours of 10.00pm and 8.00am;
- (c) create upon the Members lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another lot or of any person lawfully using common property;
- (d) not to hold any social gathering or create noise likely to be objected to in the common areas or on balconies, courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her lot and also such further steps as may be within his or her power to effect between the hours of 10.00pm and 8.00am;
- (e) allow guests to leave or Members or Occupiers to leave or return to a lot between 10.00pm and 8.00am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other Members or Occupiers;

- (f) without limiting the generality of the foregoing, use hammer drills, jack hammers, or carry on any building, renovations or the like in a lot on weekends or public holidays or between the hours of 9.00am to 5.00pm on weekdays.

5. ANIMALS:

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

- (a) keep any animal on the common property or within the Member's lot after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance;
- (b) exercise any animals on common property, allow any animal to roam freely or allow any animal to defecate or urinate on common property at any time;
- (c) fail to clean up after any animal debris or make good any damage to common property;
- (d) fail to clean up each day any animal debris from balconies, courtyards or patios within a Member's lot;
- (e) keep any animal on a balcony, courtyard or patio within the Member's lot if the Member, occupier or an invitee is not present;
- (f) keep any animal within a Member's lot without having first notified the Owners Corporation of the same.

6. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE

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

- (a) allow any balcony or open area forming part of a lot to become unkempt, or unsightly;
- (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a member's lot or the common property or on or from any balcony, porch, entrance or landing of a member's lot or the common property except in specific areas if any designated for that purpose by the Owners Corporation;
- (c) install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the Owners Corporation;
- (d) keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition 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. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another Member's lot;
- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard without having first obtained the written consent of the Owners Corporation;
- (f) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the building;

- (g) install any air-conditioning unit in a lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;
- (h) hang curtains, blinds or window coverings of any type visible from outside the lot unless those curtains, blinds or window covers have a backing of white or off-white.

7. RUBBISH

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

- (a) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation;
- (b) keep all garbage and refuse within the member's lot in tidily secured containers and place the member's garbage or refuse for collection in conformity with hygiene regulations of the Owners Corporation or the City of Kingston as determined from time to time and to remove such garbage and refuse from the member's lot only in accordance with such regulations and at such times as shall be designated acceptable to the Owners Corporation and to ensure that all garbage of a wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of residents, contractors and Council collection employees;
- (c) ensure rubbish bins are neatly positioned at the designated street pickup point on the eve of council collection AND promptly removed from the street the following day. It will be the occupier's responsibility to ensure that any loose garbage and refuse is picked up from the street if this occurs during council collection;
- (d) deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection for items of this nature;
- (e) deposit cans, bottles, cardboard and other recyclable items in the rubbish bins or any area except in the recycling bins or area provided for such;
- (f) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another member's lot or the common property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the occupier of the member's lot.

8. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES

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

- (a) give less than twenty-four (24) hours notice to the Owners Corporation or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of any lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation;
- (b) arrange for deliveries of any kind or nature unless the Member or designee is at or on the premises to accept and arrange for the same at each member's sole cost and liability;
- (c) ensure that the loading and unloading of vehicles shall be made entirely within the development at such locations and at such times as to cause minimum

interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time;

- (d) damage, obstruct or interfere with the stairways, corridors or any common property when moving any items in or out of any lot;

9. BUILDING WORKS

9.1 A Member must not, and must ensure that the Occupier of a Member's lot does not undertake any building works within or about or relating to a Owners Corporation member's lot except in accordance with the following requirements:

- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the Owners Corporation or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof;
- (b) The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;

9.2 The proprietor or occupier of a lot must not proceed with any such works until:

- (i) the proprietor or occupier submits to the Owners Corporation plans and specifications of any works proposed which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and
- (ii) supplies to the Owners Corporation such further particulars of those proposed works as the may be requested to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accord with the reasonable aesthetic and orderly development of the total building, do not endanger the building and are compatible with the overall services to the building and the individual floors; and
- (iii) the proprietor or occupier receives written approval for those works from the Owners Corporation.

9.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier including servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, delivery of materials, parking of vehicles, disposal of waste and hours of work;

9.4 The proprietor or occupier of a lot must ensure that the servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;

9.5 The proprietor or occupier of the lot must supply to the Owners Corporation a copy of the managing agent and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same;

9.6 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building and common property which are caused by such works and if the proprietor or occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion

to make good any such damage or dirtiness and charge the cost of the same to the owner;

- 9.7 Arrange for tradespersons (except in emergencies) or any nature or kind to perform works to be accomplished except during normal working hours 8.00am to 5.00pm Monday to Friday and there shall be no work done by tradespeople on weekends or public holidays at all.

10. SIGNAGE

A member must not, and must ensure that the Occupier of a Member's lot does not (excluding Casuarina Villas on Patterson Pty Ltd and / or their assignee for sales and marketing purposes): -

- 10.1 permit any signage advertising of a lot for sale or lease unless approved by the manager of the Owners Corporation in writing and affixed to the development in an area designated by the manager and if approved by the manager affixed for a period of no longer than 60 days;
- 10.2 An owner or occupier of a member's lot shall not permit any advertising material, logos, sign writing to any external window or glazing or external solid face of a lot without the written consent of the Owners Corporation;

The Casuarina Villas may erect signage for marketing purposes on common property. Signage design, location and size are subject to approval of the Owners Corporation Committee.

11. DAMAGE, REPAIRS AND MAINTENANCE

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

- 11.1 damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Owners Corporation property located on, in or attached to the common property, provided further that if the Owners Corporation expends money to make good damage caused by any member or tenants, guests, servants or their invitees of any of the lots, 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 owner of the lot;
- 11.2 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 working being undertaken;
- 11.3 interfere with the operation, function or control of any of the common property fixtures, fittings or equipment;
- 11.4 store any inflammable liquid or chemical on any lot or any part of the common property nor suffer to be done any act or thing whereby any policy of insurance on the buildings and other improvements in the parcel or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance;
- 11.5 interfere or activate any of the building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the Occupier or Member;
- 11.6 A proprietor or occupier of a lot must grant to the Owners Corporation its servants and agents upon the member being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the

purpose of maintenance of the external walls of the common property and the cleaning of the outside of the windows and external façade of the Owners Corporation;

- 11.7 A proprietor or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested;
- 11.8 A proprietor or occupier of a lot must ensure that the front door to the apartment is maintained in accordance with the fire regulations and Certificate of Occupancy as a fire door and that no additional locks, chains, deadlocks or peepholes be installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;
- 11.9 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot;
- 11.10 A proprietor or occupier of a lot must ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied so as to ensure that water is not falling onto another lot within the Owners Corporation or common property;
- 11.11 A proprietor or occupier of a lot must ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned.

12. CHARGING OF INTEREST AND RECOVERY OF AMOUNTS OWED TO THE OWNERS CORPORATION

- 12.1 The Owners Corporation will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983;
- 12.2 The Owners Corporation may recover any amount owed to the Owners Corporation in a court of competent jurisdiction including all legal costs incurred by the Owners Corporation in collection of the same;
- 12.3 The owner of a lot must not permit tenants or occupiers to avoid paying the cost of damage, false alarms or other amounts from time to time owed to the Owners Corporation. If the amount is not paid within 7 days, or within the agreed period, the proprietor will become liable to the Owners Corporation for the amount.

13. SECURITY

- 13.1 The Owners Corporation may charge a reasonable fee for any additional security key required by the proprietor;
- 13.2 A proprietor or occupier of a lot must promptly notify the Owners Corporation if a security key issued to him is lost or destroyed;
- 13.3 A proprietor or occupier of a lot or their invitees must not do or permit anything, which may prejudice the security or safety of the common property or any person in or about the building.