

**Owners Corporation  
Notification of making  
Owners Corporation rules  
Section 27E(1) Subdivision Act 1988  
(when lodged with a plan)**



Lodged by:

Name: MOORES LEGAL

Phone: 9898 0000

Address: 9 Prospect Street  
Box Hill

Ref: EC 083124

Customer Code: 1272 H

Owners Corporation Number 1

Plan Number PS621343F

Supplied with this notification is:

1. A copy of the proposed rules of the Owners Corporation

Dated: 27/3/2012

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

A handwritten signature in black ink, appearing to read 'Eric Choo', written over a horizontal dotted line.

**ERIC CHOO**  
9 PROSPECT STREET, BOX HILL  
an Australian Legal Practitioner  
(within the meaning of the Legal  
Profession Act 2004)

**For current information regarding Owners Corporation, please obtain an Owners Corporation Search Report.**

**OWNERS CORPORATION 1 & 2 PLAN OF SUBDIVISION NO 621343F**

**632 - 640 DONCASTER ROAD, DONCASTER**

**RULES**

**1. Health, safety and security**

**1.1 Health, safety and security of Owners, Occupiers and Guests**

cleaners as are appointed by the owners corporation to clean the windows of the building and/or clean or maintain the facade of the building.

(a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (1) use or permit any lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;
- (2) move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;
- (3) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation;
- (4) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;
- (5) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;
- (6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
- (7) throw objects or allow objects to fall from a lot or the Common Property; or
- (8) exceed the floor loadings for the Lot.

(b) An Owner or Occupier must:

- (1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and
- (2) lock the windows and external doors of the Lot when the Lot is unoccupied.
- (3) permit at all reasonable times access to the lot to such authorised window

(c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:

- (1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;
- (2) the security system may, at the discretion of the Owners Corporation, include:
  - (A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;
  - (B) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;
  - (C) the right to enter upon any part of the Development to maintain its security;
  - (D) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
  - (E) that parts of the Common Property are secured against entry; and
  - (F) security patrols, locks and other security devices or procedures to implement or operate it; and
- (3) the Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a lot) arising because:
  - (A) the security system is not operating; or
  - (B) the security system fails to operate as intended.

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**1.2 Infectious diseases**

- (a) An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.
- (b) The Owner must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

**1.3 Storage of flammable liquids and other dangerous substances and materials**

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;
- (b) store or accumulate in or on any lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or
- (c) store or accumulate in or on a lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

but this rule does not apply to:

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

**2. Management and administration**

**2.1 Management and administration of Common Property and Services**

The Owners Corporation will manage and administer the Common Property and the Services, except to the extent delegated to the Manager.

**2.2 Functions of Manager**

The Manager may carry out all functions delegated to him by the Owners Corporation.

**2.3 Repair and maintenance of Common Property and Services**

- (a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:

- (1) any support or shelter provided by the Lot or the Common Property for any

other lot or the Common Property is interfered with;

- (2) the structural and functional integrity of any part of the Common Property or any other lot is impaired; or
- (3) the passage or provision of Services through the Lot or the Common Property or any other lot is interfered with.

- (b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.

- (c) An Owner or Occupier must:

- (1) not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it;
- (2) direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

**2.4 Apportioning of cost of Services**

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.

- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the 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 Owner or Occupier from the relevant supplier.

- (c) Sub-rule 2.4(b) does not apply if the concession or rebate:

- (1) must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or
- (2) is paid directly to the Owner or Occupier as a refund.

**2.5 Breach of the Rules or Rules of Use**

A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.

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**3. Use of Common Property**

**3.1 Use of Common Property**

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
  - (1) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
  - (2) use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;
  - (3) without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;
  - (4) do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;
  - (5) keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);
  - (6) fail to remove an animal that is the subject of a notice under sub-rule (5);
  - (7) hold or permit to be held any auction sale in a lot or on the Common Property;
  - (8) allow a bicycle to be stored anywhere (including in a lot) other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or
  - (9) bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property designated by the Owners Corporation or its Manager from time to time.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests

use the Services strictly under the Rules of Use.

**3.2 Vehicles and parking on Common Property**

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit to be used any part of a Car Space other than to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;
- (b) use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any vehicle;
- (c) unless in the case of an emergency, park or leave a vehicle or permit a vehicle:
  - (1) to be parked in parking spaces which are part of lots other than a Car Space or 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 part of a lot or a parking space; or
  - (3) to be parked or left in any place other than in a parking space,
 

but this sub-rule does not prevent a Guest from using a parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager;
- (d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking; or
- (e) load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

**3.3 Damage to common property**

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;
- (b) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or
- (c) without obtaining the prior written approval of the Owners Corporation, mark, paint, drive nails, screws or otherwise deface or damage

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a structure that forms part of the Common Property.

**3.4 Use of equipment, Services and amenities on Common Property**

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;
- (b) without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners Corporation or use the article for other than its intended use;
- (c) without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;
- (d) modify any air conditioning, heating or ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Area without the prior written consent of the Owners Corporation; or
- (f) install a covering to any Storage Area which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

**3.5 Drying of laundry on common property or external or visible areas of lots**

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, entrance or landing of a Lot or the Common Property.

**3.6 Deposit of rubbish and other material on Common Property**

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
  - (1) store or keep waste or garbage other than in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or
  - (2) leave any rubbish or other materials on the Common Property.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:
  - (1) keep all garbage and refuse within the Lot in tidy and secure containers

and place the Owner's or Occupier's garbage or refuse for collection under the hygiene regulations of the City of Manningham that apply from time to time;

- (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
- (3) appropriately contain and wrap all wet garbage to prevent spillage;
- (4) ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;
- (5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
- (6) dispose of rubbish properly and recycle it where appropriate.

**4. Lots**

**4.1 Use of lots**

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

- (a) comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;
- (b) use the Lot only for residential purposes as permitted under the City of Manningham (save and except the commercial lots 1 & 2);
- (c) not use a Car Space other than for parking of vehicles;
- (d) not waste water;
- (e) not misuse plumbing and electrical apparatus;
- (f) keep the Lot clean, free of vermin and in good repair;
- (g) keep all balconies clean, tidy and well maintained;
- (h) keep the Car Space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;
- (i) clear each day the contents of the Lot's mail receiving box;









