

OWNERS CORPORATION 433545Q

THE PARK RULES

MODEL RULES FOR AN OWNERS CORPORATION

(Model Rules apply unless the matter is already dealt with in the Special Rules)

1. Health, safety and security

1.1. Health, safety and security of lot owners, occupiers of lots and others

See Special Rule 1(c).

1.2. Children on common property in building

An owner or occupier of a lot must not permit any child over whom the owner or occupier has control to remain unaccompanied by a reasonable adult on common ground property comprising a laundry, car parking area, driveway or other area of possible danger or hazard.

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

- (1) 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 inflammable chemical, liquid or gas or other inflammable material.
- (2) This rule does not apply to:
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.4. Waste disposal

See Special Rule 1(g).

2. Management and administration

2.1. Metering of services and apportionment of costs of services

- (1) 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 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.
- (2) 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.
- (3) Sub-rule (4) does not apply if the concession or rebate:
 - (a) 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
 - (b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1. Use of common property

- (1) See Special Rule 1(a).
- (2) See Special Rule 1(k).
- (3) See Special Rule 1(f).

3.2 Vehicles and parking on common property

See Special Rule 1(b).

3.3 Damage to common property

See Special Rule 1(v).

4. Lots

4.1 Change of use of lots

See Special Rule 1(w).

5. Behaviour of persons

5.1. Behaviour of owners, occupiers and invitees on common property

See Special Rule 1(4).

5.2 Noise and other nuisance control

- (1) See Special Rule 1(d).
- (2) See Special Rule 1(e).

Dispute resolution

- 1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the Owners Corporation.
- 2) The party making the complaint must prepare a written statement setting out the complaint and inviting the other party or parties to a meeting.
- 3) If there is a Grievance Committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 4) 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.
- 5) The parties to the dispute must meet and discuss the matter in dispute, along with either the Grievance Committee or the Owners Corporation, within 10 working days after the dispute comes to the attention of all the parties.
- 6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 7) 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.
- 8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporation Act 2006.

“THE PARK APARTMENTS” SPECIAL RULES

RULES FOR OWNERS CORPORATION PLAN NO. PS433545Q

1. A member must not and must ensure that the occupier of a member's lot ("the Lot") does not and the occupier of a lot must not:
 - (a) use the common property or permit the common property 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) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Owners Corporation;
 - (c) use or permit a lot affected by the Owners Corporation or the common property to be used for any purpose which may be illegal or injurious to the reputation of the development or which 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;
 - (d) make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;
 - (e) make or permit to be made noise from music or machinery which may be heard outside the lot between the hours of midnight and 8.00am;
 - (f) keep any animal on the lot or the common property after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance;
 - (g) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation;
 - (h) allow any garden or open land forming part of the lot to become un-kept overgrown or unsightly;
 - (i) fit any covering over external areas of the lot including ground floor patios and balconies other than a folding awning and on windows other than a blind or fixed type each or otherwise as the Owners Corporation shall determine from time to time;
 - (j) move any furniture equipment or goods via any stairs or other parts of the common property unless the prior written approval of the Owners Corporation or its managing agent is obtained and the moving of such items upon obtaining such approval is done at such time or times and in accordance with such directions as may be given by the Owners Corporation or its managing agent;
 - (k) plant or permit to be planted in any garden or open land forming part of the lot any plants, trees, lawn or other vegetation except by replacing any such vegetation which dies with plants, trees, lawn or vegetation of the same size and type unless otherwise approved in writing by the Owners Corporation or its managing agent;
 - (l) store any materials or goods on the common property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent;
 - (m) store or accumulate in public view or permit to be so stored or accumulated any materials, goods or debris on any car parking areas forming a lot or part of a lot;
 - (n) carry out or permit to be carried out on the lot any building work requiring a building permit or approval from any municipal or statutory authority unless:
 - i. at least 21 days' written notice of intention to carry out the work accompanied by proper plans and specifications of and all permits and approvals relevant to the work, has been given to the Owners Corporation by the member who owns the lot;

- ii. where such works will affect any part of the common property, such plans and specifications are approved by the Owners Corporation or any architect or other consultant appointed by the Owners Corporation for such purpose;
 - iii. the work is carried out in accordance with such reasonable directions as the Owners Corporation may give.
- (o) obstruct any fire appliance cupboard, stairway, landing or lift lobby or permit the same to be obstructed;
- (p) keep or leave open or permit to be kept or left open any security door or gate or the door into any stairwell for any purpose whatsoever;
- (q) permit any tradesman, contractor or other person carrying out any works to be on the lot or the common property;
 - i. on a Saturday, Sunday or public holiday; or
 - ii. before 9.00am or after 5.00pm on any other day except in the case of an emergency;
- (r) erect or display or permit any agent or person save for the Portside Projects Pty Ltd to erect or display any advertising signs, for-sale notices or letting signs until all stages of the development have been completed and all lots have been sold in the development;
- (s) erect or display any signs, hoardings or notices without the prior written consent of the Owners Corporation;
- (t) display or hang or permit to be displayed or hung any clothes or other articles on any part of the exterior of the lot or so as to be visible from outside the lot;
- (u) display or exhibit pot plants outside the lot in excess of the number permitted by the Owners Corporation or of a size, type or material not permitted by the Owners Corporation;
- (v) damage or deface or obstruct or suffer to be damaged, defaced or obstructed the common property or any part thereof;
- (w) do or permit to be done on the lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable for the insurance of the common property or any part or parts thereof or any policy for such insurance may become void or voidable; and
- (x) install or permit to be installed any air conditioning compressor or air conditioning unit on any balcony forming part of the lot or on any other part of the exterior of the lot.

2. A member must and must ensure that the occupier of the lot will:

- (a) provide access to any balcony or terrace forming part of the lot when required to enable the cleaning of external windows;
- (b) at the member's cost replace any security key which is issued to the member by the managing agent; and
- (c) comply with any directions made or action taken by the Owners Corporation pursuant to the duty of the Owners Corporation to manage and administer the common property under Regulation 201(b) of the Subdivision (Body Corporate) Regulations 2001.