

# **OWNERS CORPORATION RULES**

## **The Park Apartments**

**a complex confined within the boundaries of  
Graham Street, Pickles Street, Liardet Street and Lagoon Reserve**

Owners Corporation 1 Plan No. PS433545Q

Owners Corporation 2 Plan No. PS433545Q

Owners Corporation 3 Plan No. PS433545Q

Owners Corporation 4 Plan No. PS433545Q

Owners Corporation 5 Plan No. PS433545Q

# 1 Interpretation and Definitions

## 1.1 Interpretation

Unless the context otherwise requires in these Rules:

- a) Headings are for convenience of reference only and do not affect interpretation;
- b) Words importing the singular include the plural and vice versa;
- c) An expression importing a natural person includes any company, partnership, joint venture, association or other entity;
- d) A reference to a 'thing' includes a component or part of that thing;
- e) A reference to a document includes an amendment or supplement to, or replacement of, that document.

The obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these Rules in respect of the person or persons to whom they are given.

## 1.2 Definitions

Unless the context otherwise requires:

- a) "**Act**" means the *Owners Corporations Act 2006*;
- b) "**Building**" means the buildings constructed on the Land;
- c) "**Building Manager**" means the person(s) for the time being employed to manage the Building;
- d) "**Committee**" means a Committee of the relevant Owners Corporation for the time being elected in accordance with the Act;
- e) "**Common Property**" means:
  - a. Common Property No.1 in the Plan which is defined in the Plan; and/or
  - b. Common Property No.2 in the Plan which is defined in the Plan; and/or
  - c. Common Property No.3 in the Plan which is defined in the Plan; and/or
  - d. Common Property No.4 in the Plan which is defined in the Plan; and/or
  - e. Common Property No.5 in the Plan which is defined in the Plan.

*Note: The precise boundaries of the above Common Property must be determined by interpretation of the legal boundaries on the Plan by a qualified expert. The Plan states that:*

  - a. Only the members of Owners Corporation 2 may use Common Property No.2;
  - b. Only the members of Owners Corporation 3 may use Common Property No.3;
  - c. Only the members of Owners Corporation 4 may use Common Property No.4;
  - d. Only the members of Owners Corporation 5 may use Common Property No.5.
- f) "**Gym**" means the gymnasium which is located on the Common Property at the back of 3 Seisman Place and 6 Graham Street;

- g) **"Invitee"** means Your guest, agent, employee or any other person present on the Land from time to time at Your invitation;
- h) **"Land"** means the land described in Plan of Subdivision PS433545Q;
- i) **"Lot"** means a part of the Land shown on the Plan which can be disposed of separately and includes a Lot Accessory;
- j) **"Manager"** means the person or entity appointed by the Owners Corporation for the time as the Owners Corporation's Manager;
- k) **"Owner"** means the registered proprietor(s) of a Lot;
- l) **"Owners Corporation"** means:
  - a. Owners Corporation 1 Plan No. PS 433545Q; and/or
  - b. Owners Corporation 2 Plan No. PS 433545Q; and/or
  - c. Owners Corporation 3 Plan No. PS 433545Q; and/or
  - d. Owners Corporation 4 Plan No. PS 433545Q; and/or
  - e. Owners Corporation 5 Plan No. PS 433545Q; and/or
 as is relevant.
 

*Note: See the Plan to determine which lots are affected by each of the above Owners Corporations.*
- m) **"Occupier"** means any person residing in a Lot including but not limited to an Owner-occupier, a tenant, a lessee, a sub-lessee or a licensee;
- n) **"Plan"** means Plan of Subdivision No. PS433545Q;
- o) **"Pool Enclosure"** means the fenced area surrounding the lap pool on Common Property facing Lagoon Reserve and/or the splash pool on Common Property facing the Gym;
- p) **"Real Estate Board"** means a sign which advertises a Lot or Lots for sale or lease;
- q) **"Regulations"** means the *Owners Corporations Regulations 2018*;
- r) **"Security Key"** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;
- s) **"You"** or **"Your"** means an Owner or an Occupier.

## 2 Purpose of Rules & Who They Apply To

### 2.1 Rules

- 2.1.1 These Rules exist for the purpose of the control, management, administration and/or maintenance of the use or enjoyment of the Common Property and/or the Lots.

- 2.1.2 These Rules are binding on:
- i. The Owners Corporations;
  - ii. Owners; and
  - iii. Occupiers.
- 2.1.3 You must take all reasonable steps to ensure:
- i. Your Invitees;
  - ii. Occupiers of your Lot; and
  - iii. Invitees of the Occupiers of Your Lot;
- comply with these Rules.

### 3 Health, Safety and Security

#### 3.1 General health, safety and security

- 3.1.1 You must not do anything on the Common Property or a Lot which may:
- i. cause a hazard to the health, safety and security of an Owner, Occupier or Invitee of another Lot;
  - ii. prejudice the security or safety of another Lot or the Common Property;
- Note: Such conduct includes, but is not limited to, permitting unknown persons to follow You through the secured entrance to the Building, including the garage entrances, and/or propping security doors to the Building open.*
- iii. interfere with any fire or life safety equipment on the Land and/or Building;
  - iv. cause non-compliance with any fire and life safety requirement for the Land; or
  - v. obstruct any fire safety egress in the Building;

*Note: If You observe any breach of the above Rule, please report it to the Building Manager or Owners Corporation.*

- 3.1.2 You must not:
- i. store any of Your personal belongings on Common Property; or
  - ii. drive any vehicle on Common Property in excess of 10kph.

*Note: If You observe any breach of the above Rule, please report it to the Building Manager or Owners Corporation.*

- 3.1.3 The Owners Corporation may take measures to protect and secure the Common Property and any Lot from fire or other health, security or safety hazards and for the purpose of Rule 3.1.1 and/or Rule 3.1.2 may, without limitation, restrict access to any part of the Common Property by any person.

- 3.1.4 You must comply with any measures taken by the Owners Corporation under Rule 3.1.3.

### 3.2 Flammable Material

3.2.1 Subject to Rule 3.2.2 and Rule 3.2.3, You must not, except with the prior written consent of the Owners Corporation, use or store on a Lot or Common Property, any flammable:

- i. chemical;
- ii. liquid;
- iii. gases; or
- iv. other material.

3.2.2 Subject to Rule 3.2.3, Rule 3.2.1 does not apply to any chemical, liquid, gases or other material that is:

- i. used or intended to be used for domestic purposes; or
- ii. in a fuel tank of a motor vehicle or internal combustion engine.

3.2.3 You must not store or leave any gas bottle including gas bottles used for barbecues, on Common Property or on any car space which is part of a Lot.

*Note: If You observe any breach of the above Rule, please report it to the Building Manager or Owners Corporation.*

### 3.3 Rubbish and Waste Disposal

3.3.1 You must ensure that Your disposal of rubbish or waste does not adversely affect the health, hygiene or comfort of any Occupier.

3.3.2 You must not dispose of burning cigarettes into any rubbish container or chute on the Common Property or Lot property.

3.3.3 You must not leave, deposit or throw any rubbish or waste on the Common Property except into a receptacle specifically designated for that purpose.

3.3.4 You must not contact the Council to arrange a designated pick up date for hard rubbish.

*Note: The Council only permits a limited number of pick up dates for hard rubbish at the Property per year at no cost to the Owners Corporation. To maximize the benefit to all Occupiers, only the Owners Corporation is entitled to arrange designated pick up dates for hard rubbish from the Property and will notify Occupiers of the designated dates as scheduled.*

3.3.5 You must not leave hard rubbish anywhere on the Common Property, except:

- i. at the designated hard rubbish collection point(s) notified to You from time to time; and
- ii. on the evening prior to the designated location and pick up date(s) notified to You from time to time.

3.3.6 The Owners Corporation may from time to time issue written directives to Occupiers regarding rubbish, hard rubbish and waste disposal at the Property.

- 3.3.7 If the Owners Corporation issues written directives to Occupiers regarding rubbish, hard rubbish and waste disposal it must give Occupiers reasonable notice of such directives.

*Note: For the purposes of this Rule, the Owners Corporation may display directives on the web site, in or near the rubbish and waste disposal areas or on notice boards at the Property and that shall be deemed to be reasonable notice to You.*

- 3.3.8 You must comply with any written directives regarding rubbish and waste disposal given by the Owners Corporation under Rules 3.3.6 and 3.3.7.
- 3.3.9 The Owners Corporation may recover as a debt from You the cost of removing any rubbish, hard rubbish or waste disposed of by You, the Occupier(s) of Your Lot and/or Your Invitee(s), on the Common Property in contravention of these Rules.

#### 3.4 **Security Keys**

- 3.4.1 If the Owners Corporation restricts access to the Common Property by means of a Security Key it is entitled to charge a fee for any Security Key issued to You and You agree to pay such fee prior to receiving the Security Key.
- 3.4.2 Security Keys remain the property of the Owners Corporation.
- 3.4.3 You must:
- i. take all reasonable steps not to lose any Security Key;
  - ii. immediately notify the Owners Corporation in writing if You lose, or the Occupier of Your Lot loses, any Security Key so that it may be disabled; and
  - iii. ensure that if You enter into any arrangement to lease or rent Your Lot to a person who is not an Owner of the Lot, that there is an express requirement in the agreement for any Security Keys to be returned to You on expiry of the agreement.
- 3.4.4 You must not:
- i. duplicate or copy any Security Key; or
  - ii. permit any Security Key to be duplicated or copied.

## 4 **Management and Administration**

#### 4.1 **Metering of services and apportionment of costs of services**

- 4.1.1 The Owners Corporation can only seek payment or reimbursement for a cost or charge from You that is not more than the amount that the supplier would have charged to You for the same goods or services.
- 4.1.2 If a supplier has issued an account to the Owners Corporation, the Owners Corporation can only recover from You an amount which excludes any amount that is able to be claimed as a concession or rebate by or on behalf of You from the relevant supplier.

4.1.3 Rule 4.1.2 does not apply if the concession or rebate:

- i. can only be claimed by You and the Owners Corporation has given You an opportunity to claim it and You have not done so by the date set by the relevant supplier; or
- ii. is paid directly to You as a refund.

## 4.2 Insurance

4.2.1 You must not, without the prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premiums for any insurance policy that affects the Owners Corporation and/or the Land and/or Building.

4.2.2 If the Owners Corporation reasonably believes that You have breached Rule 4.2.1, it may recover from You as a debt the cost of the increase in the premium for the insurance policy or any alternative insurance policy as determined by the insurance policy provider or a comparable insurance provider.

# 5 Use of Lots and Common Property

## 5.1 Your use of Lots and Common Property

5.1.1 You must not:

- i. obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
- ii. interfere with or restrict access to any Lot;
- iii. remove any article from the Common Property that has been placed there by direction of the Owners Corporation;
- iv. damage the Common Property or any article on the Common Property or use any article on Common Property for any use other than its intended use without the prior written consent of the Owners Corporation;
- v. install any external blind, awning, decks or other structure to the exterior of the Building without the prior written consent of the Owners Corporation under Rule 7;
- vi. install any external TV antennas or dishes without the prior written consent of the Owners Corporation under Rule 7;
- vii. use any part of the Common Property to store any personal possessions, including but not limited to prams, furniture or bicycles;
- viii. install, affix or erect any covering, attachment or signage to any balcony, courtyard or terrace including on balustrades or fences without the prior written consent of the Owners Corporation; or

- ix. use that part of a Lot designated for use as a parking space for any other purpose without the prior written consent of the Owners Corporation.

5.1.2 You must not, without the prior written consent of the Owners Corporation under Rule 7, do anything or permit anything to be done on a Lot or Common Property that:

- i. interferes with the support or shelter provided by a Lot or Common Property to any other Lot or Common Property;
- ii. affects the structural and/or functional integrity of the Building;
- iii. interferes with the passage or provision of services through a Lot or Common Property; or
- iv. interferes with or modifies any service servicing a Lot or Common Property.

5.1.3 You must ensure that You immediately notify the Owners Corporation of any defects or damage to the Common Property that You are aware of.

## 5.2 **Pets and animals**

5.2.1 If the Owners Corporation has passed an ordinary resolution to the effect that an animal being kept in a Lot is a danger or is causing nuisance to the Common Property or any Occupier, it must give reasonable notice of the resolution to the Occupier who is keeping the animal and the Owner of the Lot if the Owner is not also the Occupier.

5.2.2 An Owner or Occupier of a Lot who is keeping an animal that is the subject of a notice under Rule 5.2.1 must remove that animal on being served with the notice.

*Note: Service of a Notice for the purposes of this Rule will be deemed to have been effected on the Occupier when the Notice is placed in the letterbox for Occupier.*

5.2.3 Rule 5.2.1 does not apply to a pet or animal that assists a person with an impairment or disability.

5.2.4 All animals must be kept inside the Lot, and must not be permitted to roam on the Common Property, during usual night time hours.

*Note: Cats must be kept inside the Lot at all times.*

5.2.5 All animals must be restrained on a leash at all times whilst on the Common Property.

5.2.6 An Owner or Occupier who keeps an animal in a Lot must immediately dispose of any of its animal droppings on the Common Property.

## 5.3 **Parking**

5.3.1 You must not, and must ensure Your Invitees do not, park or leave a motor vehicle:

- i. on any part of the Common Property that is not a designated parking space;
- ii. on any part of the Common Property so as to obstruct a driveway, pathway, entrance or exit to the Building or a Lot; or
- iii. on any Lot parking space that You are not the Owner or Occupier of unless You have written permission from that Owner or Occupier.



- 5.3.2 You must at Your own expense clean any oil stains or rubbish on Your Lot parking space within 28 days of receiving written notice from the Owners Corporation that such cleaning is required.
- 5.3.3 You agree that if You do not comply with Rule 5.3.2, the Owners Corporation may carry out such cleaning works to Your Lot parking space and recover the reasonable costs of such works from You as a debt.
- 5.3.4 You must not use Your Lot parking space for storage of personal belongings, with the exception of vehicles including cars, bicycles and motorcycles, unless the Owners Corporation has provided prior written consent that you can install a dedicated storage cage as part of Your Lot parking space, in which case you can store personal belongings within the storage cage.
- 5.3.5 You must at your own expense remove any personal belongings from Your Lot parking space that are not stored within an approved dedicated storage cage within seven (7) days of receiving written notice from the Owners Corporation that such removal is required.
- 5.3.6 All bicycles and motorcycles are to be stored at the Property only within Your Lot's parking space provided that bicycles may also be stored within any shared bicycle rack on the Common Property.
- 5.3.7 You must not wash any vehicle on the Common Property or use the taps to the Common Property water facilities at the Property to wash any vehicle.

#### 5.4 **Leasing**

- 5.4.1 If You lease Your Lot to an Occupier You must:
- i. ensure You or Your agent provides the Occupier with a copy of these Rules;
  - ii. take all reasonable steps to ensure your Occupier complies with these Rules;
  - iii. ensure the lease or tenancy agreement for Your Lot requires the Occupier to return all Security Keys to You or Your agent on termination of the lease or tenancy agreement;
  - iv. notify the Owners Corporation's Manager of the name, address, email address, motor vehicle registration number (if any) and telephone number of the Occupier within fourteen (14) days of the Occupier or any new Occupier commencing occupation of Your Lot.

#### 5.5 **Lot Appearance and Use**

- 5.5.1 You must not:
- i. paint, render or alter any part of the external façade of the Building, or any part of the Lot that is visible from the exterior of the Building;
  - ii. install, affix or erect any covering, attachment or signage or lighting on the external façade of the Building, or any part of the Lot that is visible from the exterior of the

Building including on balustrades or fences, without the prior written consent of the Owners Corporation;

- iii. hang or permit to be hung any clothing, bedding or other article on any part of the Common Property or Your Lot so that it is visible from the Common Property or the exterior of the Building, or store items on your balcony which are at risk of being blown off the balcony;
  - iv. permit any balcony, courtyard, terrace or garden area which forms part of your Lot to become untidy and/or overgrown, so as to detract from the overall appearance of the Building or cause nuisance to any other Owner or Occupier;
  - v. landscape any part of Your Lot in any way which is not in keeping with the overall appearance and ambience of the gardens on the Property;
  - vi. allow water to leak or spill from any balcony, courtyard, terrace or garden area that forms part of Your Lot to the detriment of the Owners Corporation or any other Owner or Occupier;
- Note: This conforms to and is specified in S16 of the Victorian Water Act 1989, incorporating amendments as at 1 July 2012.*
- vii. allow any part of your balcony or associated drains servicing your balcony to become covered, blocked or overflow;
  - viii. store cigarette butts on your balcony;
  - ix. change the flooring detailing within Your Lot without first submitting in writing to the Owners Corporation what acoustic measures for sound protection are proposed and seeking approval via the process as set out in Rule 7.

## 5.6 Use of Common Property Pools

- 5.6.1 You must not enter or use any Pool Enclosure outside of the hours of 6:00am to 10:30pm Monday to Sunday;
- 5.6.2 You must not have more than four (4) Invitees in any Pool Enclosure at any one time;
- 5.6.3 You must not, within any Pool Enclosure:
  - i. take in or consume any alcohol;
  - ii. take in or use any glassware including glass bottles;
  - iii. take in or consume any food;
  - iv. smoke;
  - v. use any floatation apparatus other than swimming aids;
  - vi. permit any children under the age of 14 to be unsupervised by an adult at any time;
  - vii. cause, or permit to be caused, excessive noise and music of any kind;
  - viii. permit any animals to enter any Pool Enclosure; or
  - ix. dive into the pool.

- 5.6.4 You must completely dry off after using any Common Property pool and prior to leaving any Pool Enclosure.

## 5.7 Use of the Gym

- 5.7.1 You agree to indemnify the Owners Corporation for any event which arises out of Your use or Your Invitees' use of the Gym and/or any equipment within the Gym.
- 5.7.2 You must not access the Gym outside of the hours of 6:00am to 10:00pm.
- 5.7.3 You must not permit any personal trainer to access or use the Gym unless You have first registered the name, contact details and provided documentary evidence of the personal trainer's public liability insurance cover with the Building Manager.
- 5.7.4 You must not, within the Gym:
- i. take in or consume any alcohol;
  - ii. take in or use any glassware including glass bottles;
  - iii. take in or consume any food;
  - iv. smoke;
  - v. permit any children under the age of 14 to be unsupervised by an adult at any time;
  - vi. cause, or permit to be caused, excessive noise and music of any kind; or
  - vii. permit any animals to enter the Gym.

## 5.8 Moving into and out of the Building

- 5.8.1 Prior to using any lift on the Common Property for the purpose of moving into or out of a Lot or transporting large items, You must make a booking to use the lift with the Building Manager at least two (2) days in advance of the date required for use of the lift.

*Note: By making bookings, the Building Manager is able to install protective measures to the lift, which reduces the risk of damage to the Common Property, and therefore the repair and maintenance costs of the Owners Corporation.*

- 5.8.2 You may only make a booking to use the lift between the hours of 8.00am to 4.00 pm on Monday to Friday (excluding public holidays);
- 5.8.3 If You intend to use a contractor to move in or out of a Lot, in advance of Your booking, You must provide the Building Manager with a copy of the contractor's current public liability insurance details in advance of the booking.

*Note: The Building Manager may with discretion refuse to permit Your contractors to access the Property if these insurance details are not provided in advance of Your booking.*

## 5.9 Real Estate Boards

- 5.9.1 You or your representative agent must not erect, affix or display any Real Estate Boards on any part of the Common Property or any part of Your Lot Property that is visible from the exterior of the Building or the Common Property without the prior written consent of the Owners Corporation.

- 5.9.2 To request the Owners Corporation's consent under Rule 5.9.1, You must apply in writing to the Building Manager and agree to the following:
- i. only one Real Estate Board will be erected, affixed or displayed;
  - ii. the unit number and street name will be clearly stated on the Real Estate Board;
  - iii. the Real Estate Board will not be on display for more than 30 days;
  - iv. subject to Rule 5.9.2, the Real Estate Board will be removed within 48 hours of the auction/sale of the Lot;
  - v. the Real Estate Board will not be larger than 1.2 x 0.9 meters;
  - vi. the Real Estate Board will not be lit;
  - vii. confirmation that You agree to be liable for the cost of rectifying any damage caused by the Real Estate Board.
- 5.9.3 In considering whether to grant written approval under Rule 5.9.2, the Owners Corporation:
- i. will not permit more than one Real Estate Board for any one property to be erected at any one time on each of the streets bordering the Property;
  - ii. will not give approval for a Real Estate Board other than those advertising a sale. Lease or rental boards are not permitted;
  - iii. will deal with applications in order of receipt.

## **6 Behaviour**

### **6.1 General Behaviour**

- 6.1.1 You must not, and must take all reasonable steps to ensure that Your Invitees do not, behave in a manner that does, or is likely to, interfere with the peaceful use and enjoyment of any other Owner, Occupier or Invitee at the Property.
- 6.1.2 You must not engage in any illegal activity or any activity which, according to an ordinary resolution of the Owners Corporation is injurious to the reputation of the Building occupants, on Common Property or Your Lot.
- 6.1.3 You must not use language or behaviour that is likely to cause offence or embarrassment to any other Owner, Occupier or Invitee.
- 6.1.4 You must be suitably clothed when on the Common Property or visible from a Lot so as not to cause offence or embarrassment to any other Owner, Occupier or Invitee.
- 6.1.5 You must not smoke on the Common Property.

- 6.1.6 You must not dispose, or permit your Invitees to dispose, of any rubbish, litter or liquids including but not limited to cigarette ash or butts over any balcony or on the Common Property.

## 6.2 Noise and other nuisance control

- 6.2.1 You must comply with all local council regulations relating to noise;
- 6.2.2 You must not play any musical instrument or electrical amplified sound reproducing equipment within Your Lot during the following times:
- i. Monday to Thursday (both inclusive): before 7am and after 10pm;
  - ii. Friday: before 7am and after 11pm;
  - iii. Saturday and Public Holidays: before 9am and after 11pm;
  - iv. Sunday: before 9am and after 10pm

*Note:* As detailed in the Environmental protection (Residential Noise) Regulations 2008.

## 7 Renovations and Alterations

### 7.1 General Alterations

- 7.1.1 You must not damage or alter any part of the Common Property or perform any works to Your Lot that may damage or alter any part of the Common Property without the **prior written consent of the Owners Corporation**.

*Note:* The precise boundaries of the above Common Property must be determined by interpretation of the legal boundaries on the Plan by a qualified expert.

- 7.1.2 If You wish to make a request for the Owners Corporation's written consent to damage or alter any part of Common Property, or perform any works to Your Lot that may damage or alter any part of Common Property ("**the Proposed Works**"), You must:
- i. make the request to the Owners Corporation in writing; and
  - ii. provide the Owners Corporation with the following supporting documents:
    - a. all permits, approvals or consents required for the Proposed Works under all relevant laws or alternatively written confirmation that permits, approvals or consents are not necessary for the Proposed Works;
    - b. all plans and specifications for the Proposed Works;
    - c. written details of **all** parts of the Common Property that will be affected by the Proposed Works;
    - d. **all** details of how the Proposed Works will affect the external appearance of the Common Property and/or the Building;

- e. written confirmation of whether the Proposed Works may affect the structural integrity, services, fire and life safety or acoustic properties of the Building;
- f. written details addressing if the Proposed Works will affect the structural integrity, services, fire or life safety or acoustic properties of the Building, appropriate plans and specifications to address any such effect;
- g. written details of your proposed dates and times for the performance of the Proposed Works taking into account the Rules relating to noise and local council noise restrictions;
- h. written details of your proposed method of ensuring the Proposed Works will be carried out with as little disruption, nuisance, inconvenience or annoyance to any other Owner, Occupier or Invitee in the Building; and
- i. any other document reasonably requested by the Owners Corporation relating to the Proposed Works.

7.1.3 On receipt of a written request for the Owners Corporation's written consent under Rule 7.1.2, the Committee must decide if the Proposed Works are approved, whether the appearance of the Common Property will be significantly altered or not:

- i. if the Committee decides that the Proposed Works will not significantly alter the appearance of the Common Property, it must vote on whether to approve the request by email ballot or at its next Committee meeting to be held within four (4) weeks of a complete application under Rule 7.1.2; or
- ii. if the Committee decides that the Proposed Works will significantly alter the appearance of the Common Property, it must add a motion on whether to approve the request onto the agenda for the next general meeting of the Owners Corporation, to be voted on by the Owners Corporation by Special Resolution.

7.1.4 If the Owners Corporation approves Your request to perform Proposed Works under 7.1.2 and 7.1.3, You agree that You will:

- i. ensure the Proposed Works do not depart from the plans, specifications and other documents or conditions approved by the Owners Corporation;
- Note: Any amendments to approved applications must be treated as a new application which must be made by the Lot Owner.*
- ii. ensure the Proposed Works will be performed by qualified and insured contractors;
  - iii. indemnify the Owners Corporation for any costs and/or liabilities incurred in respect of any loss or damage caused as a result of the Proposed Works being performed;
  - iv. bear the ongoing legal responsibility to repair, maintain the Proposed Works and affected Common Property;

- v. inform the Owners Corporation of all intended works in advance and if lifts are to be used, make arrangements with the Building Manager to have protective coverings laid in the lifts prior to use;
- vi. inform all neighbours in writing of the works scheduled;
- vii. not engage tradesmen and/or contractors to carry out work on a Saturday, Sunday or public holiday, or on any other day before 8am or after 5pm;
- viii. be responsible for daily cleaning all common areas of waste or mess and disposing of any material or debris, not in Owners Corporation bins;
- ix. allow the Owners Corporation and its agents access to the Lot upon seven (7) days written notice to inspect the Proposed Works carried out and if in the Owners Corporation's reasonable opinion the works do not comply with any of the conditions under Rule 7.1.4, You must at your own cost comply with any written notice to rectify the works so that they comply with the Proposed Works within 14 days of any such Rectification Notice being issued to You.

## 7.2 Air-Conditioners

- 7.2.1 This Rule operates independently of Rule 7.1.
- 7.2.2 You must not damage or alter any part of Common Property, or perform any works to Your Lot that will damage or alter any part of Common Property or visual amenity by installing an air-conditioning unit to any part of the Building, without the prior written approval of the Owners Corporation.
- 7.2.3 If you wish to make a request for the Owners Corporation's approval to install an air-conditioning unit to any external part of the Building, you must:
  - i. make the request in writing to the Committee; and
  - ii. provide the Committee with the following documents:
    - a. plans (including scaled floor plans) for the proposed location of air-conditioning unit, pipe work, wiring, drainage and any other items associated with the air-conditioning unit; and
    - Note: You must ensure that no external pipe work or wiring associated with the installation is visible from the exterior of the Building;*
    - b. a copy of the quote to install the air-conditioning unit; and
    - c. details of the proposed date and time for the installation; and
    - d. written confirmation of whether the proposed installation may affect the structural integrity, services, fire and life safety or acoustic properties of the Building.
  - iii. confirm the air-conditioning unit will be installed:
    - a. by qualified, insured contractors;

- b. so that the location, appearance and minimum specifications of the air-conditioning unit will comply with the requirements of the Owners Corporation from time to time;

*Note: The installation of air conditioners on balconies / terraces or in courtyards is not permitted.*

- c. if the installation will affect the structural integrity, services, fire or life safety or acoustic properties of the Building, appropriate plans and specifications to address any such effect, including but not limited to no external pipes or wires being visible;
- d. your proposed dates and times for the performance of installation taking into account the Rules relating to noise;
- e. your proposed method of ensuring the proposed installation will be carried out with as little disruption, nuisance, inconvenience or annoyance to any other Owner or Occupier in the Building; and
- f. any other document reasonably requested by the Owners Corporation relating to the proposed works.

7.2.4 The Owners Corporation agrees that installation of an air-conditioning unit so that the location, appearance and minimum specifications of the air-conditioning unit will comply with its requirements from time to time will not amount to a 'significant alteration' to the use or appearance of the Common Property and may therefore be approved by ordinary resolution.

7.2.5 On receipt of a written request for the Owners Corporation's approval under this Rule, the Committee must at its next Committee meeting vote on whether to approve the request by ordinary resolution to be held within four (4) weeks of a complete application under Rule 7.2.3.

7.2.6 If the Owners Corporation approves Your application under this Rule, You agree to:

- i. indemnify the Owners Corporation for any costs and/or liabilities incurred in respect of any loss or damage caused as a result of the installation; and
- ii. bear the ongoing legal responsibility to maintain the air-conditioning works and the Common Property affected by the installation; and
- iii. allow the Owners Corporation and its agents access to the Lot upon seven (7) days written notice to inspect the air-conditioning works carried out and if in the Owners Corporation's reasonable opinion the works do not comply with any of the conditions under Rule 7.3.3, You must at your own cost comply with any written notice to rectify the works so that they comply with the conditions under Rule 7.3.3 within 14 days of any such Rectification Notice being issued to You.



## 8 Length of Occupancy

- 8.1 If You do not reside in Your Lot, You must:
- 8.1.1 Not lease or licence Your Lot to any person(s) for any period of less than thirty (30) consecutive days;
  - 8.1.2 Not permit Your Lot to be occupied by any person(s) for any period of less than thirty (30) consecutive days; and
  - 8.1.3 Provide written notice of the name(s), contact telephone number(s) and email address(es) of any person(s) to whom you lease or licence Your Lot, or who otherwise occupy Your Lot, within seven (7) days of a request by the Owners Corporation for the same.

## 9 Dispute Resolution

- 9.1 The grievance procedure set out in this rule applies to disputes involving a Lot Owner, Manager, or an Occupier or the Owners Corporation.
- 9.2 The party making the complaint must prepare a written statement in the approved form.
- 9.3 If there is a grievance Committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 9.4 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.
- 9.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance Committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 9.6 A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- 9.7 If the dispute is not resolved, the grievance Committee or Owners Corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- 9.8 This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

### **Note:**

**Owners are encouraged to keep up to date with various aspects of The Park Apartments via the website [www.thepark.org.au](http://www.thepark.org.au). Methods of notifying the Owners Corporation are outlined via the website.**