

**OWNERS CORPORATION RULES**  
**Pentridge Village - Common Property No. 1**  
**Plan of Subdivision No. PS543333S**

**Notes**

These rules are made by Owners Corporation No. 1 PS543333S. The *Owners Corporations Act 2006 (Vic)* provides for the powers of the Owners Corporation, the general duties of Members, meetings and administration of the Owners Corporation, insurance and other miscellaneous matters. These rules must be read in conjunction with the Act and the Regulations.

The Rules of the Owners Corporation are as follows:

**1. PARTIES BOUND**

1.1 The parties who must comply with these Rules are:

- (a) the Owners Corporation and any delegates of the Owners Corporation;
- (b) each Owner/Member; and
- (c) each Occupier.

1.2 A person who must comply with these Rules must not do anything to prevent any other person from complying with these Rules.

**2. DEFINITIONS AND INTERPRETATION**

2.1 In these Rules the following definitions apply:

<b>Act</b>	means the <i>Owners Corporations Act 2006 (Vic)</i>
<b>Agreement</b>	means the agreement to be entered into pursuant to section 173 of the <i>Planning and Environment Act 1987 (Vic)</i> between the Council, the Owners Corporation and Pentridge Village Pty Ltd ACN 087 151 068 to be registered on the certificate of title of the Common Property a copy of which is attached as <b>Annexure A</b>
<b>Building</b>	means the building or any buildings to be erected on the Land
<b>Café Lot</b>	means any lot used as a café, restaurant or other similar use
<b>Café Occupant</b>	whilst any lots is used as a café, restaurant or other similar use involving the sale of food or beverages, means the Owner or Occupier of that lot
<b>Common Property</b>	means the common property no.1 on the Plan

<b>Covenant</b>	means the covenant entered into pursuant to section 85 of the <i>Heritage Act 1995 (Vic)</i> between Pentridge Village Pty Ltd and Heritage Council of Victoria registered by Land Victoria as an Instrument in dealing <b>AF860980W</b> , a copy of which may be inspected by those persons authorised by the Act upon request in writing and payment of a reasonable fee as determined by the Owners Corporation from time to time or otherwise as prescribed by the Act or the Regulations
<b>HAMP</b>	means the heritage audit management plan forming part of the Covenant, a copy of which registered by the Registrar of Titles as an Instrument in dealing <b>AF797617S</b> and a copy of which is retained by the Owners Corporation and may be inspected by those persons authorised by the Act upon request in writing and payment of a reasonable fee as determined by the Owners Corporation from time to time or otherwise as prescribed by the Act or the Regulations
<b>Heritage Infrastructure</b>	means the infrastructure at the Development required to be maintained pursuant to the Covenant and defined in the HAMP
<b>Land</b>	means all the land in the Plan
<b>Lot</b>	means lots 11, S2 - S10 (inclusive), S12 and S15 shown on the Plan or any lot created by a plan of subdivision for the re-development of a Lot
<b>Manager</b>	means the person or company appointed by the Owners Corporation to manage the Owners Corporation
<b>Member</b>	means a member of the Owners Corporation
<b>Occupier</b>	means a tenant, licensee, occupier or mortgagee in possession of any Lot
<b>Outgoings</b>	means and includes, but is not limited to, all rates, outgoing, charges (including but not limited to any management fees charged by the Manager), assessments, tax and taxes and impositions (other than those levied directly against any Lot), insurances (including but not limited to risk and reinstatement), cleaning, gas, electricity, fire protection and essential services, repairs and maintenance, security, bank fees and associated government charges, garden maintenance, air conditioning, patrol of visitor car parking, and like expenses associated with the maintenance and operation of the Common Property including the costs incurred by the Owners Corporation in complying with the HAMP, the Covenant and/or the Agreement
<b>Owner</b>	means the registered proprietor, or person entitled to be registered proprietor for the time being of any Lot

<b>Owners Corporation</b>	means Owners Corporation No. 1 PS54333S
<b>Plan</b>	means the plan of subdivision No. PS54333S
<b>Planning Permit</b>	means the planning permit number SP2005/0196 (as amended by AM2006/0141) issued by Moreland City Council a copy of which is attached as <b>Annexure B</b>
<b>Registered Key</b>	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
<b>Regulations</b>	means the <i>Owners Corporations Regulations 2006 (Vic)</i> or any amendment replacement legislation or regulation
<b>Retail Lot</b>	means any Lot (or part of a Lot) used for the retail provision of goods and/or services or such similar use
<b>Retail Occupant</b>	whilst any lots is used for the retail provision of goods and/or services or such other similar use, means the Owner or Occupier of that lot
<b>Rules</b>	means the consolidated rules of the Owners Corporation (as amended from time to time)
<b>Signage</b>	means any sign, placard, bill, advertisement, notice, billboard, free standing sign including but not limited to a "For Sale" or a "For Let" sign, or other notification
<b>VCAT</b>	means the Victorian Civil and Administrative Tribunal

2.2 Unless the context otherwise requires:

- (a) headings are for convenience only
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes any company, partnership, joint venture, association or other body corporate and any governmental authority;
- (d) a reference to a thing includes part of that thing;
- (e) a reference to any legislation or to any provision of any legislation includes:
  - (i) any modification or re-enactment of the legislation;
  - (ii) any legislative provisions substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and
  - (iii) where relevant any corresponding law in any Australian State or Territory,
- (f) "including" and similar expressions are not words of limitation;

- (g) words in these Rules have the same meaning as in the Regulations; and
- (h) business day means any day which is not a weekend or public holiday in Victoria.

### **3. USE OF COMMON PROPERTY AND LOTS**

**3.1** A Member must not and must ensure that any Occupier, employee or invitee of a Member's Lot does 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 Occupiers of Lots, or their employees or invitees;
- (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 a purpose by the Owners Corporation;
- (c) use or permit a Lot to be used for any purpose which may be illegal, in breach of any covenant that runs at law with the land comprising a Lot, or injurious to the reputation of the development constructed on the Land or otherwise than in accordance with the permitted use for the Lot under the applicable planning scheme or any planning permit obtained for the use of lot for a particular purpose;
- (d) restrict or hinder the reasonable use of the easements affecting the Common Property by those with the benefit of those easements;
- (e) make or permit to be made any undue noise in or about the Common Property or any Lot;
- (f) make or permit to be made noise from music or machinery which may be heard outside the Owner's Lot between the hours of midnight and 8.00am;
- (g) keep any animal on the Common Property 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;
- (h) use the Common Property or permit it to be used in a manner that is likely to cause damage or deterioration to the Common Property;
- (i) conduct, allow or arrange any welding, cutting of metal or any like activity or work on the Common Property or any Lot;
- (j) smoke in any part of the development where smoking is prohibited by law;
- (k) use or suffer or permit to be used on or in the Lot any machine, equipment or instrument which may cause interference with wireless or television reception by any person or persons for the time being occupying any of the Lots unless such machine, equipment or instrument is effectively fitted with a device which prevents such interference with wireless or television reception;
- (l) damage or deface, interfere with, the use or enjoyment of or obstruct or permit to be damaged or defaced or obstructed any entrance, passage,

stairway, entrance, lobby, landing, driveway, pathway or any other part of the Common Property or use the same for any purpose other than the purpose for which they are provided or properly available;

- (m) store or permit to be stored on any part of the Common Property any materials or goods or place any television, pay TV or wireless receiver or aerial or hot water storage tank or any other appliance on Common Property unless the Owners Corporation first consents in writing and then only on the terms and subject to the conditions as specified in that consent;
- (n) do or permit to be done on any Lot any act or thing by reason of or in consequence of which an increased or extra premium may become payable or any policy for such insurance may become voidable for the insurance for the Common Property;
- (o) enter into any plant room, machine or disposal room, electricity switch room or adjust or cause adjustment to any thermostat, water control, electricity, gas or heating and or cooling controls in or on the Common Property without the prior written consent of the Owners Corporation;
- (p) obstruct or impede public access for pedestrians and cyclists into and through the Common Property wherever such access is provided by the Owners Corporation for that purpose. Members specifically acknowledge that the common property roads including (but not limited to) Via Roma, Stockade Avenue, Village Walk, Wardens Walk and the area between S6 and the Laundry are to be permanently available to public access pursuant to Condition 4 of the Planning Permit and the Agreement.
- (q) allow any furniture or other bulk items to be unloaded from any trucks or removal vans which are stopped or parked anywhere on the Development other than in accordance with the prior instructions given to the Lot Owner by the Manager;
- (r) fail to comply with any reasonable request or direction of any person employed by the Owners Corporation or the Manager;
- (s) deposit any garbage, dirt, dust or other material likely to interfere with the peaceful enjoyment of any Member or Occupier of any Lot on the Common Property;
- (t) hinder or obstruct any contractor or worker employed by the Owners Corporation;
- (u) permit any child to play on any part of the Common Property unless accompanied by an adult; or
- (v) do anything that is in contravention or breach of the:
  - (i) HAMP; or
  - (ii) Covenant; or
  - (iii) Agreement; or
  - (iv) Planning Permit;

including but not limited to making, amending or revoking any of the Rules so as to avoid the operation of the obligations imposed upon a Member, Occupier, Owner or the Owners Corporation under the HAMP, Covenant, Agreement or Planning Permit.

- 3.2 A Member must and must ensure that any Occupier, employee or invitee of a Member's Lot ensures that:
- (a) the Owners Corporation has access to the Common Property at any time necessary for the Owners Corporation to undertake its obligations pursuant to the:
    - (i) HAMP; and/or
    - (ii) Covenant; and/or
    - (iii) Agreement.
  - (b) the Heritage Infrastructure is used and maintained in accordance with the:
    - (i) HAMP; and
    - (ii) Covenant; and
    - (iii) Agreement.

#### **4. POSITIVE OBLIGATIONS OF MEMBERS**

- 4.1 A Member shall do or cause to be done the following:
- (a) pay any increased premium occasioned by the Member's particular use of the Lot;
  - (b) repair and maintain the interior of the Member's Lot and parts of the Common Property in the exclusive use of the Member or the Occupier of the Lot;
  - (c) maintain in good repair and working order, pay for, renew, repair, reinstatement, replace and keep clear:
    - (i) any tank, cistern, sanitary, and sewerage and other apparatus or equipment wholly within the Lot used for the supply of electricity, water, hot water, gas, heating or cooling installation, security or other services to the Lot;
    - (ii) all sewers, drains, tubes, pipes, ducts and wires which are wholly within and terminate in the Lot;
    - (iii) all wires within the Lot or on the Common Property used in connection with wireless, or television reception which service the Lot exclusively;
    - (iv) heating and cooling appliances in the Lot;
    - (v) security systems in the Lot; and

- (vi) any other equipment, appliances or apparatus now on or in the future installed on the Common Property or any sewers, drains, tubes, pipes, ducts or wires used in connection with them on the Common Property which exclusively serve the Lot;
- (d) report to the Owners Corporation or Manager any accidents to or failure of any services which affect the use and enjoyment of such services by Occupiers of Lots in the Development or of the Common Property;
- (e) keep any Common Property outside the Lot clean and clear of rubbish;
- (f) comply with the terms of the HAMP, Covenant and Agreement;
- (g) provide a copy of these Rules to any tenant or licensee and make any permitted lease or licence conditional on the tenant or licensee complying with these Rules, the HAMP, the Covenant, the Agreement and the Act;
- (h) assist and co-operate with the Owners Corporation in taking any measures to preserve the safety of the Common Property and the Lots from fire and other hazards;
- (i) ensure compliance with fire and essential services laws and Regulations in respect of the Development;
- (j) ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that backup batteries in smoke detectors are replaced whenever necessary;
- (k) notify the Owners Corporation of any intention to unload furniture or other bulk items to the Lot within reasonable time, which must not be less than 2 days prior to the proposed date of unloading such furniture or other bulk items; and
- (l) immediately remove any animal on the Common Property once the Owner or Occupier has received a notice from the Owners Corporation requiring such removal.

## **5. CAR PARKING**

5.1 A Member must not, and must ensure that any Occupier of a Member's Lot, or employee, contractor or invitee must not:

- (a) park or leave a vehicle or permit a vehicle to be parked or left:
  - (i) on the Common Property so as to obstruct any driveway or entrance to any Lot;
  - (ii) within those areas of the Common Property allocated for visitors parking (if any); or
  - (iii) in any place other than in a parking area specified for use by a Member on the Plan or in a parking area specified for such purpose by the Owners Corporation;
- (b) use a car parking space other than the Member's allocated car parking space;

- (c) permit a visitor to a Member's Lot to use those spaces allocated for visitor parking (if any) for more than 2 hours (or such other duration as identified on visitor car parking signs from time to time) without special permission from the Owners Corporation;
  - (d) conduct or arrange to be conducted any automotive or automotive related works or services on the Common Property; or
  - (e) use or permit to be used any car parking space to which the Member is entitled otherwise than for the purpose of parking a motor vehicle on it and then only in such a manner as may be approved by the Body Corporate.
- 5.2 A Member must, and must ensure that any Occupier of a Member's Lot, or employee, contractor or invitee maintain any car parking space at all times to the satisfaction of the Owners Corporation.
- 5.3 The Owners Corporation shall be entitled to enter into an agreement with a third party to patrol the Common Property and those areas of the Common Property allocated for visitors parking, and subject to all relevant laws, to issue fines, tow or wheel clamp any vehicles which are in breach of this **Rule 5**.

## 6. APPEARANCE

- 6.1 A Member must not and must ensure that any Occupier, employee or invitee of a Member's Lot does not:
- (a) hang or permit to be hung any clothes or other articles on the exterior of the Lot so as to be visible from the outside of the Lot;
  - (b) without the prior consent of the Owners Corporation (which consent may be given or withheld at the absolute discretion of the Owners Corporation and given it may be given with or without terms and conditions), use the Lot or any part of it or any of the Common Property for any public announcement or for the display of any Signage;
  - (c) without the written consent of the Owners Corporation (which consent may be given or withheld at the absolute discretion of the Owners Corporation and if given it may be given with or without terms or conditions) and then subject to the provisions of **Rule 7** and only if permitted by the HAMP and/or Covenant and/or Agreement:
    - (i) make any alterations or additions to the exterior of a Lot;
    - (ii) make any structural alterations or additions to the interior of the Lot or any part of it which may diminish the support and shelter of any Lot, and for this purpose the Owners Corporation had the right to appoint an architect, structural engineer or building contractor at the expense of the Member.
  - (d) fail to clear on each and every day any mail receiving box/or newspaper receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whatsoever whether solicited or not, and must arrange for such required clearance by other persons should a Member or the Occupier of a member's Lot be absent for any reason for any period of more than one night notwithstanding that this requirement may be waived or amendment



is obtained from the Owners Corporation in writing not less than 7 days prior to the date or dates for which such waiver is required;

- (e) without the prior consent of the Owners Corporation (which consent may be given or withheld at the absolute discretion of the Owners Corporation and if given it may be given with or without terms and conditions), tint or otherwise treat windows or other glazed parts of their Lot the Building or the Common Property;
- (f) burn rubbish or other materials in their lot or the Building or on the Common Property;
- (g) mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property without first obtaining the approval in writing of the Manager; or
- (h) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.

## **7. BUILDING WORKS**

7.1 A Member or occupier of a Lot must 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 secretary of the Owners Corporation not less than 21 days prior to commencement and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
- (b) such building works must be undertaken in a reasonable manner so as to minimise to a reasonable level any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners and occupiers;
- (c) such building works must not be undertaken before 8:00am or after 4:00pm weekdays, nor at anytime during weekends or public holidays.

7.2 The Member or occupier of a Lot must not proceed with any such works until the Member or occupier:

- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Member or occupier 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;
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors;

- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

7.6 Access will not be available to other Lots on the Plan or Common Property for installation and maintenance of services and associated building works without the consent or licence of the Owner of the relevant Lot or of the Owners Corporation in the case of Common Property.

7.7 The Owner or Occupier of a Lot must immediately make good all damage to and dirtying of the Building, the Common Property or services for the Development, which are caused by the Owner or Occupier's works. If the Owner or Occupier fails to immediately make good all damage and dirtying caused by the works, the Owners Corporation may (in its absolute discretion) make good the damage and dirtying and in that event the Owner or Occupier is liable for and indemnifies the Owners Corporation against, and must pay on demand, all costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

## 8. RULES AND ENCUMBRANCES

8.1 The Owners Corporation may from time to time make further rules and each Owner and Occupier must comply with those rules as if they formed part of the Rules.

8.2 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe the Rules and take all reasonable steps to ensure their invitees, employees and contractors also comply. If an invitee, employee or contractor does not comply with the Rules, the Owner or Occupier must take all reasonable steps to ensure that the invitee, employee or contractor immediately leaves the Development.

8.3 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe the provisions of any covenant (including the Covenant and Agreement), restriction, easement or right of way affecting a Lot or the Common Property.

## 9. OWNERS CORPORATION ADMINISTRATION

9.1 Meetings of the Owners Corporation will be held in accordance with the Act.

9.2 Each Member will pay a sum for a period determined by the Owners Corporation on account of Outgoings.

9.3 A Member must pay on demand interest to the Owners Corporation on any amount payable by the Member under these Rules, the Act or the Regulations, including without limitation this Rule 9, which remains unpaid for **7 business days** from the due date for payment, calculated on daily balances from the due date for payment until the amount is paid. The rate to be applied to each daily balance is the rate equal to **2%** per annum above the rate set down from time to time in the *Penalty Interest Rates Act 1983* (Vic). Interest charged on outstanding levies or fees shall be calculated on the total rate of the levy or fee and calculated on the number of days of default.

9.4 The Owners Corporation is not liable or responsible to any Owner, Member or Occupier for any loss or damage to the Lots or any part of them.

- (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include without limitation the costs of a lawyer (on a full indemnity basis) and building surveyor engaged by the Owners Corporation to consider such plans and specifications) be paid by the Member or occupier and such approval shall not be effective until such costs have been paid; and
  - (d) pays such reasonable costs to the Owners Corporation.
- 7.3 The Member or Occupier of a lot must ensure that the Member or Occupier and the Member or Occupier's servants, agents and contractors undertaking such works:
- (a) comply with the proper and reasonable directions of the Owners Corporation concerning:
    - (i) the method of building operations;
    - (ii) the means of access;
    - (iii) the use of Common Property and on-site management and building protection; and
    - (iv) the hours of work;
  - (b) are supervised in the carrying out of such works to minimise any damage to or dirtying of the Common Property and the services therein.
- 7.4 The Owner or Occupier of a Lot must ensure that the Owner or Occupier and the Owner's or Occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored on the development;
  - (b) scaffolding must not be erected on the Common Property or the exterior of the Building without the prior written consent of the Owners Corporation;
  - (c) construction work times must comply with the local laws of the **Moreland City Council** and any other relevant authority;
  - (d) the development must at all times be maintained in a clean, tidy and safe state; and
  - (e) construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property or any visitor's car park without the prior written consent of the Owners Corporation.
- 7.5 Before any of the Owner's or Occupier's works commence the Owner or Occupier must:
- (a) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy (including the Owners Corporation as an insured party) to the satisfaction of the Owners Corporation; and

## **10. REGISTERED KEYS, ACCESS PASSES, TAGS AND CONTROLLERS**

### **10.1 Registered Keys**

- (a) The Owners Corporation may issue Registered Keys upon any conditions it deems appropriate and may charge a reasonable fee for any Registered Key required by a Lot Owner or Occupier.
- (b) The Owners Corporation may refuse to issue a Registered Key unless it is satisfied as to the identity of the person and its right to the Registered Key.
- (c) A Lot Owner or Occupier must exercise a high degree of caution and responsibility in making a Registered Key available for use by any Lot Owner or Occupier or other person and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Registered Key to the Lot Owner or the Owners Corporation.
- (d) A Lot Owner or Occupier in possession of a Registered Key must not without the Owners Corporation's written consent duplicate the Registered Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Registered Key is not lost or handed to any person other than another Lot Owner or Occupier, and ensure it is not disposed of otherwise than by returning it to the Owners Corporation.
- (e) A Lot Owner or Occupier must promptly notify the Owners Corporation if a Registered Key is lost or destroyed.

## **11. ESSENTIAL SERVICES**

The Owners Corporation will arrange inspections as required by law of fire hoses, fire extinguishers, cooling towers (if any) and any other safety equipment in or on the Building or the Common Property. To facilitate such inspections and any necessary repairs or replacements, an Owner or Occupier must provide necessary access to an Owner or Occupier's Lot.

## **12. GARBAGE AND WASTE DISPOSAL**

### **12.1 Subject to Rule 13.3, an Owner or Occupier of a Lot must:**

- (a) only dispose of its waste in the bin/s provided by the Owners Corporation or Moreland City Council (as the case may be) for use by the Owner or Occupier of a particular Lot; and
- (b) immediately notify the Owners Corporation of any additional bins brought onto a Lot or the Common Property by the Owner or Occupier to dispose of any waste (which must be at the Owner or Occupier's cost).

### **12.2 If an Owner or Occupier of a Lot or any employee, invitee or contractor uses the bins located on the Common Property to dispose of any of its waste, the Owners Corporation may charge the Owner or Occupier for the costs associated with the removal of this waste.**

### 13. CAFÉ AND RETAIL RULES

#### 13.1 A Café Occupant/Retail Occupant (as the case may be) must:

- (a) ensure that all outdoor furniture, including but not limited to chairs, tables, displays, clothing racks and the like are:
  - (i) not permanently bolted down on or in any part of the Common Property;
  - (ii) removed from the Common Property and stored within the relevant lot outside the trading hours of the Café Lot/Retail Lot; and
  - (iii) kept in a clean and presentable condition at all times;
- (b) promptly remove any damaged furniture or other items from the Common Property, at the Retail Occupant/Café Occupant's expense;
- (c) not permit umbrellas or barriers to be erected on the Common Property;
- (d) ensure that any spillages or obstructions on the Common Property surrounding the relevant Café Lot/Retail Lot are immediately cleaned to the Owners Corporation's satisfaction; and
- (e) ensure that the Common Property used by the Café Occupant/Retail Occupant is regularly cleaned and maintained to the satisfaction of the Owners Corporation.

#### 13.2 A Café Occupant/Retail Occupant must ensure that:

- (a) all delivery vans making deliveries to the Café Lot/Retail Lot do not park in the Common Property or any Lot other than the Café Lot/Retail Lot;
- (b) all deliveries are delivered through the external doors of the Café Lot/Retail Lot and not through the main entrance of the Building; and
- (c) ensure that goods or deliveries are not left outside a Café Lot, Retail Lot or Common Property at any time. If such goods or deliveries are left outside the Café Lot, Retail Lot or Common Property, the Owners Corporation may arrange for the goods or deliveries to be removed, provided the Owners Corporation gives prior notice to the Café Occupant or Retail Occupant of the proposed removal.

#### 13.3 The Café/Retail Occupants must ensure that all rubbish is stored in appropriate garbage storage bins ("Café/Retail Bins") and not stored in the other Common Property bins.

#### 13.4 A Café/Retail Occupant must:

- (a) ensure that only light weight vans and trucks are permitted onto the Common Property to collect the Café/Retail Bins. If the rubbish contractor is unable to provide a light weight van or truck to collect the Café/Retail Bins, then the Café/Retail Occupant must:
  - (i) arrange for the Café/Retail Bins to be collected from the front nature strip of the development; or

- (ii) arrange for the Café/Retail Bins to be collected from the Common Property, provided that the Café/Retail Bins are wheeled back to the Café/Retail Lot on collection morning.
- (b) The Café/Retail Occupant must ensure that the Café/Retail Lot is kept:
  - (i) clean, tidy and free from food waste;
  - (ii) odour free; and
  - (iii) free of rodents, insects, vermin and other pests.
- (c) If required by the Owners Corporation, the Café/Retail Occupant must engage a pest exterminator to manage the pest problems in the Café/Retail Lot at the expense of the Café/Retail Occupant.

#### **14. LIFTS AND BULK ITEMS**

- 14.1 A Lot Owner or Occupier must comply with the terms of any notice or instruction displayed in any lift by the Owners Corporation, or any statutory authority or the manufacturer of the lift.
- 14.2 The Lot Owner or Occupier must use, as designed, any protective equipment supplied by the Owners Corporation for the carriage of goods in any designated goods lift.
- 14.3 The Lot Owner or Occupier must only use the designated goods lift for carriage of goods, provided always that such goods are not likely to strain, damage, weaken or cause any movement or structural defect in the Building or any part of it.
- 14.4 The Lot Owner or Occupier notify the Owners Corporation of any intention to unload furniture or other bulk items to the Lot within in reasonable time, which must not be less than 2 days prior to the proposed date of unloading such furniture or other bulk items and ensure that such unloading takes place continuously and as expeditiously as possible and comply with all requirements of the Owners Corporation regarding such unloading.
- 14.5 The Lot Owner or Occupier must notify the Owners Corporation in writing of their intention to remove the ceiling room in the service lift and pay all costs referred to in Rule 14.6 prior to arranging for the lift service company to complete the work.
- 14.6 The Lot Owner or Occupier will be responsible for all costs incurred by the Owners Corporation as a result of the removal and reinstatement of the ceiling room in the service lift.

#### **15. DISPUTE RESOLUTION**

- 15.1 Model rule 6 in Schedule 1 of the Regulations does not apply.
- 15.2 The grievance procedure for disputes involving an Owner, Manager, an Occupier or the Owners Corporation is as follows:
  - (a) The person making the complaint must prepare a written complaint in the approved form to the chairperson of the Owners Corporation committee before making an application to VCAT.

- (b) In addition to setting out the complaint, the written complaint must set out whether the person wishes to invite the Owners Corporation committee, the Manager or other party to a meeting to discuss any issue in dispute.
- (c) The Owners Corporation will call a meeting within 14 business days to resolve the issue or dispute and take any action it deems appropriate in accordance with the Act.
- (d) Any resolution made by the Owners Corporation will be recorded in the minutes of that meeting and sent to all Members, Owners or Occupiers involved in the relevant dispute.
- (e) If the issue the subject of the complaint is not resolved, the original complainant has a right to take further action under Part 10 of the Act.

**ANNEXURE A**  
**Agreement**