

*Willerby's*  
*Solicitors & Conveyancers*

408 Nepean Highway Frankston 3199  
Ph 03 9781 2899 Fax 03 9783 1906

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**VENDORS STATEMENT**

pursuant to s.32 Sale of Land Act 1962 (2014 version)

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Property: **UNIT 2 8 FRANCIS STREET, DROMANA 3936**

Vendor: **FLORENCE MARIAN BRAMLEY**

EXECUTION BY THE VENDOR

DATE OF THIS STATEMENT:     /     /

Signature of the Vendor

*F M Bramley*

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ACKNOWLEDGEMENT OF RECEIPT BY THE PURCHASER

The purchaser acknowledges having been given a copy of this statement signed by the vendor before the purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT:     /     /

Signature of the Purchaser

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**A: FINANCIAL MATTERS**

(a) Particulars of any mortgage over the land which is not to be discharged at settlement;

Not applicable

Are contained in the attached Additional Vendor's Statement

(b) Particulars of any charge over the land to secure an amount due under any Act;

Not applicable

Are as follows / Are contained in the attached statement

(c) The amount of any rates, taxes, charges or other similar outgoings affecting the land and any interest payable on any part of those rates, taxes, charges or outgoings which is unpaid including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale and which the vendor might reasonably be expected to have knowledge of;

Are as follows:-

<b>Authority</b>	<b>Amount</b>	<b>Interest</b>
Mornington Peninsula Shire Council	\$1,000.00	estimated per year
South East Water (parks charge)	\$79.02	per year
South East Water (water service charge)	\$102.12	per year
South East Water (sewerage service charge)	\$372.08	per year
South East Water (waterways & drainage charge)	\$104.32	per year

or  the total amount of those rates, taxes, charges or other similar outgoings and interest does not exceed

NOTE: Owners Corporation fees are not included in this section but where applicable will be disclosed in an attached certificate or information statement.

The purchaser may become liable to pay State Land Tax in relation to the property depending on the purchaser's other land holdings. The purchaser may become liable to pay water usage charges and sewerage disposal charges depending on the use of the property.

(d) Particulars of payments required under a Terms Contract;

Not applicable

Are contained in the attached "Details of Cost of Vendor's Finance"

**B: INSURANCE DETAILS**

(a) If the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land;

Not applicable. The Land is at the risk of the vendor until settlement

Are as follows / Are contained in the attached certificate of insurance

(b) If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to that residence;

Not applicable.

Are attached/Are contained in the attached certificate of insurance

**C: MATTERS RELATING TO LAND USE**

- (a) Description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered);

Are set out in the attached copy(ies) of title document(s)

Are as follows:-

Particulars of any existing failure to comply with the terms of that easement, covenant or restriction;

The vendor does not know of any existing failure to comply with their terms.

Are as follows:-

- (b) Is the land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*?

Yes

No

- (c) Is there access to the property by road?

Yes

No

- (d) Planning details in relation to the property are as follows:-

Planning Scheme: Mornington Peninsula Planning Scheme

Responsible Authority: Ministry for Planning

Zoning/Reservation: Schedule to the General Residential Zone – Schedule 1

Overlay(s): None

The purchaser buys subject to any planning or building controls or restrictions. To view planning maps and planning schemes provisions (including zoning and overlay provisions) go to [www.dse.vic.gov.au/planningschemes](http://www.dse.vic.gov.au/planningschemes)

**D: NOTICES**

- (a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge;

Nil to the vendor's knowledge

Are attached

The vendor has no means of knowing of all decisions of public authorities & government departments affecting the property unless such decisions are communicated to the vendor

- (b) NOTE: If the land is used for agricultural purposes additional information is required.

- (c) Particulars of any notice of intention to acquire served under s.6 of the *Land Acquisition and Compensation Act 1986*;

Nil to the vendor's knowledge

Are attached

**E: BUILDING PERMITS**

- (a) If there is a residence on the land, particulars of any building permit issued under the Building Act 1993 in the preceding 7 years in relation to a building on the land;

Not applicable

Are attached

**F: OWNERS CORPORATION**

- (a) Information concerning an Owners Corporation within the meaning of the *Owners Corporation Act 2006*;

Not applicable (there is no Owners Corporation)

Is provided in the attached:-

Owners Corporation Certificate (provided by the manager/secretary)

Information Statement (provided by the vendor)

NOTE: the following additional documents must also be provided:-

- a copy of the rules of the Owners Corporation
- a statement providing advice and information to prospective purchasers and lot owners
- a copy of all resolutions made at the last annual general meeting of the Owners Corporation
- any other documents of a prescribed kind (if any)

Further information on prescribed matters can be obtained by inspection of the Owners Corporation register

The Owners Corporation is inactive as it has not in the previous 15 months had an annual general meeting, fixed any fees or held any insurance.

**G: GROWTH AREA INFRASTRUCTURE CONTRIBUTION (GAIC) DETAILS**

- (a) Is there a work-in-kind agreement in place in respect of the land within the meaning of part 9B of the *Planning and Environment Act 1987*?

No

Yes. (If so additional information is required)

- (b) Is there GAIC recording in place in respect of the land within the meaning of part 9B of the *Planning and Environment Act 1987*?

No

Yes. (If so additional information is required)

## H: DISCLOSURE OF CONNECTED AND NON-CONNECTED SERVICES

(a) The following services are connected to the land:-

Connected?	Service
<input checked="" type="checkbox"/> Yes [ ] No	Electricity
<input checked="" type="checkbox"/> Yes [ ] No	Gas
<input checked="" type="checkbox"/> Yes [ ] No	Water
<input checked="" type="checkbox"/> Yes [ ] No	Sewerage
<input checked="" type="checkbox"/> Yes [ ] No	Telephone

## I: EVIDENCE OF TITLE

(a) The following documents concerning title are attached:-

- Copy of Register Search Statement
- Copy of the registered plan/diagram location
- Evidence of the vendors right to sell (if the vendor is not the registered proprietor)
- [For unregistered Plans only] Copy of certified Plan of Subdivision or (if not certified) the latest version of the Plan. (NOTE: for staged subdivisions or subdivisions where there is a further subdivision proposed, additional documentation is required)
- Other: Owners Corporation certificate  
Water Information Statement  
Property Report

## J: GST WITHHOLDING NOTICE

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwth)

- The property is a *new residential premises or potential residential land included on a property subdivision plan* for the purpose of the application of Withholding Tax
- The purchaser is **NOT** required to withhold GST at settlement
- or
- The purchaser **IS** required to withhold GST at settlement and the vendor must provide the purchaser with a withholding tax notification before settlement specifying the amount of GST to be withheld.

## DUE DILIGENCE CHECKLIST

A due diligence checklist for prospective purchasers of vacant residential land or land on which there is a residence to assist purchasers in identifying information they may wish to obtain in respect of the land for sale;

- Is attached
- Is available at [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist)

## Due Diligence Checklist

### What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist).

#### Urban living

##### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

##### Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

#### Growth areas

##### Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

#### Flood and fire risk

##### Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

#### Rural properties

##### Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

##### Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

#### Soil and groundwater contamination

##### Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

#### Land boundaries

##### Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

### **Planning controls**

#### **Can you change how the property is used, or the buildings on it?**

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances

– on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

#### **Are there any proposed or granted planning permits?**

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

### **Safety**

#### **Is the building safe to live in?**

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

### **Building permits**

#### **Have any buildings or retaining walls on the property been altered, or do you plan to alter them?**

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

#### **Are any recent building or renovation works covered by insurance?**

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

### **Utilities and essential services**

#### **Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?**

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

### **Buyers' rights**

#### **Do you know your rights when buying a property?**

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights



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**REGISTER SEARCH STATEMENT (Title Search) Transfer of  
Land Act 1958**

Page 1 of 1

VOLUME 09909 FOLIO 795

Security no : 124084293759B  
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**LAND DESCRIPTION**

Lot 2 on Registered Plan of Strata Subdivision 033213U.  
PARENT TITLE Volume 05085 Folio 993

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor

FLORENCE MARIAN BRAMLEY of 2/8-10 FRANCIS STREET DROMANA VIC 3936  
AC587563M 09/01/2004

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE SP033213U FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 2 8 FRANCIS STREET DROMANA VIC 3936

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. SP033213U

DOCUMENT END

# SP 33213

SP033213U

## 33213 U.

CHART No. 5

### PLAN OF STRATA SUBDI

THE PARCEL - The whole of the land described in Certificate of Title  
 Volume 5085 Folio 993 being part of  
 Crown ALLOTMENT 1, SECTION 1  
 Parish of KANGERONG County of MORNINGTON

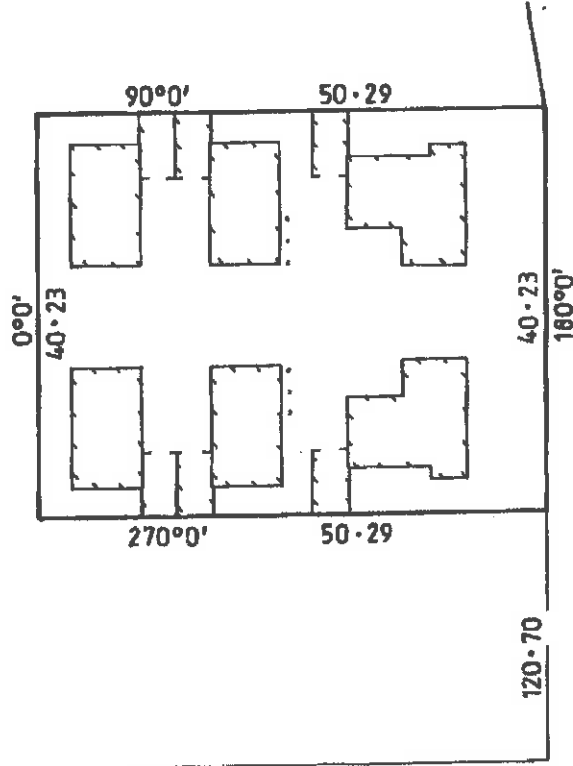
REGISTERED

POSTAL ADDRESS OF BUILDINGS

8-10 FRANCIS STREET, DROMANA.

FOR CURRENT ADDRESS FOR SERVICE OF NOTICE  
 SEE OWNERS CORPORATION SEARCH REPORT

TIME 7.45 DATE 31-10-89



FRANCIS STREET

GEORGE STREET



Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

**SURVEYORS CERTIFICATE**

I, DAVID F. CLARKE OF 4/179 BORONIA ROAD, BORONIA 3155 a surveyor licensed under the Surveyors Act 1978 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Surveyors Act 1978; that the plan accurately represents as at the 20TH day of JUNE 1989 in the manner required by or under the Strata Titles Act 1987 and by or under the Surveyors Act 1978; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature *D. Clarke* Date 4-7-89

**SEAL OF MUNICIPALITY AND ENDORSEMENT**

Sealed pursuant to Section 8 (i), Strata Title Act

THE COUNCIL OF THE SHIRE OF FLINDERS, pursuant to Section 6 (1) of the Strata Titles Act 1987, hereby consents to this Plan of Subdivision and the Common Seal of the President, Council and Ratepayers of the Shire of Flinders is hereunto affixed on this 17th day of AUGUST 1989.

Councillor *[Signature]*  
 Councillor *[Signature]*  
 Shire Secretary *[Signature]*

DAVID F. CLARKE PTY. LTD.  
 SUITE 4, 179 BORONIA ROAD,  
 BORONIA 3155. PH. 782 9333

SURVEYORS REF.

1503-1

VICTORIA

*D. Clarke*  
 LICENSED SURVEYOR  
 SHEET 1 OF 2 SHEETS

SP 33213

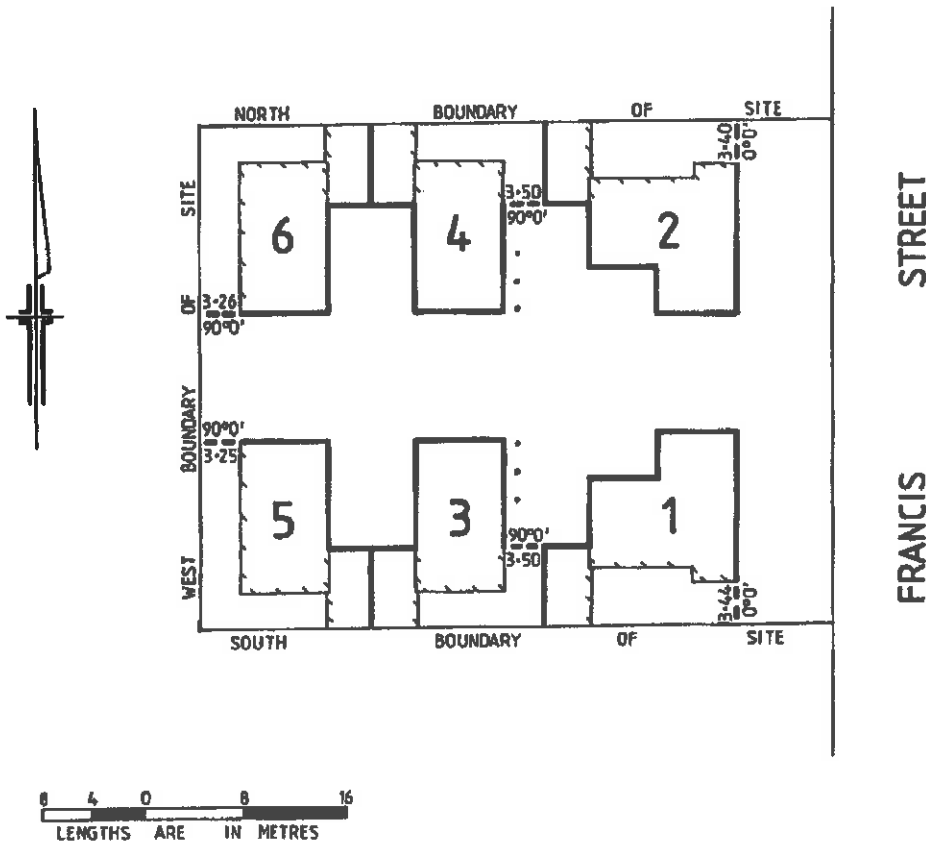
SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY.

FOR CURRENT OWNERS CORPORATION DETAILS  
SEE OWNERS CORPORATION SEARCH REPORT

LEGEND.

1. THE BUILDINGS IN THE PARCEL PART OF WHICH ARE CONTAINED IN UNITS 1 TO 6 (BOTH INCLUSIVE) ARE SINGLE STOREY BUILDINGS.
2. THE LOWER BOUNDARY OF EACH OF UNITS 1 TO 6 (BOTH INCLUSIVE) IS THAT PART OF THE SITE WHICH LIES WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN IN THE DIAGRAM HEREON.
3. THE UPPER BOUNDARY OF EACH OF UNITS 1 TO 6 (BOTH INCLUSIVE) IS SIX METRES ABOVE ITS LOWER BOUNDARY.
4. NO UNIT ON THIS PLAN IS AN ACCESSORY UNIT.
5. THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND CONTAINED IN EACH OF UNITS 1 TO 6 (BOTH INCLUSIVE).

\*\*\*\*\*



DAVID F. CLARKE PTY. LTD.  
SUITE 4, 179 BORONIA ROAD,  
BORONIA 3155. PH. 762 9333

SURVEYORS REF.

1503 - 1

VICTORIA

*D. Clarke*  
LICENSED SURVEYOR  
SHEET 2 OF 2 SHEETS



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. SP033213U**

The land in SP033213U is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property, Lots 1 - 6.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
SHOP 2/1 HOYLAKE GROVE MORNINGTON VIC 3931  
  
AS209536Q 29/05/2019

**Owners Corporation Manager:**  
NIL

**Rules:**  
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
NIL

**Notations:**  
NIL

**Entitlement and Liability:**

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	200	200
Lot 2	200	200
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/07/2020 04:45:15 PM

**OWNERS CORPORATION  
PLAN NO. SP033213U**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
<b>Total</b>	<b>1200.00</b>	<b>1200.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



Date of this certificate: 14/07/20

**Owners Corporation Certificate**  
Owners Corporations Act 2006 – Section 151

Owners Corporation No.: **OWNERS CORPORATION PLAN NO. SP033213U**  
Property Address: **8-10 Francis Street, Dromana, Vic, 3936**  
Issued for Lot: **Lot 2 on Plan of Subdivision SP033213U**  
Applicant: **Willerby's Solicitors**  
Address for delivery of certificate: [antoinette@willerbys.com.au](mailto:antoinette@willerbys.com.au)  
Date application and fee received: **Monday 13<sup>th</sup> July 2020**

(a) The current fees for the lot are:

**\$1352 for the Administration Fund per annum**

**\$240 for the Maintenance Fund per annum**

**Fees are payable in instalments of \$398 each QUARTER**

(b) The date up to which the fees for the lot have been paid is **31<sup>st</sup> July 2020**

(c) The total of any unpaid fees or charges for the lot is:

*Administrative Fund*

Amount owing	\$0
Interest owing	\$0
Total amount owing	\$0

*Maintenance Fund*

Amount owing	\$0
Interest owing	\$0
Total amount owing	\$0

(d) The special fees or levies which have been struck, and the dates on which they were struck and are payable are:

**NONE**

(e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d): **NIL**

(f) in relation to the owners corporation's insurance cover—

(i) the name of the company: **refer attached policy**

(ii) the number of the policy: **refer attached policy**

(iii) the kind of policy: **refer attached policy**

(iv) the buildings covered: **refer attached policy**

(v) the building amount: **refer attached policy**

(vi) the public liability amount: **refer attached policy**

(vii) the renewal date: **refer attached policy**

(g) Has the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution: **NO**





Pacific Lifestyle Property Pty Ltd  
ABN: 45 898 737 191 ACN 120 746 876  
Licensed Owners Corporation Manager 000617

[pilotbodycorp.com.au](http://pilotbodycorp.com.au)

Owners Corporations Regulations 2018

## STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

### What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

### How are decisions made by an owners corporation?

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

### Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

### Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**

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### DISCLOSURE FROM PILOT ESTATE AGENTS

We recommend the purchaser of a Lot obtain a new certificate for current information prior to settlement. Any unpaid fees or charges at the time of settlement become due and payable immediately by the Lot owner and Purchaser in possession of a Lot. A lot owner, a mortgagee of a lot, a purchaser of a lot, or a representative of any of those can obtain more information on prescribed matters from an inspection of the owners corporation register free of charge by making written application to the manager. Prescribed fees will apply for requests made for copies of owners corporation records. The manager has prepared this certificate on behalf of the owners corporation while relying upon information and records provided to the manager.



Shop 2, 1 Hoylake Grove

ABN: 45 898 737 191

Email: mail@pilotrealestate.com.au

FLORENCE BRAMLEY  
2/8-10 FRANCIS STREET

Date of Notice 17/03/2020

DROMANA VIC 3936

*Owners Corporation Act 2006*  
**Fee Assessment for the period (from 01/02/2020 to 31/01/2021)**

2, 8-10 FRANCIS STREET  
DROMANA VIC 3936

Notice is hereby given by Owners Corporation No 033213U that fee contributions have been assessed pursuant to the above Act in relation to the abovementioned property.

Contributions for the next year are payable by installment in compliance with the following budgeted amounts and in accordance with your unit entitlement of 200.000/1200.000.

	Total Budget
ADMINISTRATIVE FUND for the year	\$7,805.00
MAINTENANCE FUND for the year	\$1,440.00
<b>Total Budget</b>	<b>\$9,245.00</b>

Levies are to be paid in advance as follows-

Due Date	Admin	Sinking	Total	
01/02/2020	\$288.00	\$60.00	\$348.00	Pre-Issued
01/05/2020	\$338.00	\$60.00	\$398.00	
01/08/2020	\$338.00	\$60.00	\$398.00	
01/11/2020	\$338.00	\$60.00	\$398.00	
01/02/2021	\$338.00	\$60.00	\$398.00	Next Pre Issue
<b>Total (Excl Preissued)</b>	<b>\$1,352.00</b>	<b>\$240.00</b>	<b>\$1,592.00</b>	
<b>Includes GST</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**IMPORTANT NOTE**

**We will send you separate fee notices with payment options at least 28 days before the fees are due**



**CERTIFICATE OF CURRENCY**

**THE INSURED**

POLICY NUMBER	VRSC19001102
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCIA-007_RSC-08/2014
THE INSURED	Owners Corporation Plan No. SP 33213
SITUATION	8-10 Francis Street Dromana VIC 3936
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 23/03/20 Expiry Date: 4.00pm on 23/03/21
INTERMEDIARY	Pilot Estate Agents
ADDRESS	Shop 2, 1 Hoylake Grove Mornington VIC 3931
DATE OF ISSUE	11 June, 2020

**POLICY LIMITS / SUMS INSURED**

SECTION 1	PART A	1. Building	\$1,299,000
		Common Area Contents	\$12,990
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$194,850
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$500,000
SECTION 7	Machinery Breakdown		\$25,000
SECTION 8	Catastrophe		\$194,850
SECTION 9	PART A - Government Audit Costs - Professional Fees		\$25,000
	PART B - Appeal Expenses		\$100,000
	PART C - Legal Defence Expenses		\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

**PILOT**

Shop 2, 1 Hoylake Grove MORNINGTON VIC 3931 ABN: 45 898 737 191

Ph: 03 5976 1273 Email: mail@pilotrealestate.com.au

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**Balance Sheet - O/Corp 033213U**  
**"OWNERS CORPORATION PLAN NO. SP033213U"**  
**8-10 FRANCIS STREET, DROMANA, VIC 3936**  
For the Financial Period 01/02/2020 to 14/07/2020

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	Administrative	Maintenance	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank OC SP33213	\$2,384.96	\$4,215.65	\$6,600.61
<b>Total Assets</b>	<b>\$2,384.96</b>	<b>\$4,215.65</b>	<b>\$6,600.61</b>
<b>Liabilities</b>			
Accounts Payable (Previous Agent)	\$100.00	\$0.00	\$100.00
Paid in Advance	\$1,014.00	\$180.00	\$1,194.00
<b>Total Liabilities</b>	<b>\$1,114.00</b>	<b>\$180.00</b>	<b>\$1,294.00</b>
<b>Net Assets</b>	<b>\$1,270.96</b>	<b>\$4,035.65</b>	<b>\$5,306.61</b>
<b>Owners Funds</b>			
Opening Balance	\$2,590.02	\$3,513.70	\$6,103.72
Net Income For The Period	\$(1,319.06)	\$521.95	\$(797.11)
<b>Total Owners Funds</b>	<b>\$1,270.96</b>	<b>\$4,035.65</b>	<b>\$5,306.61</b>

**PILOT**

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**Income and Expenditure Statement - O/Corp 033213U**  
**"OWNERS CORPORATION PLAN NO. SP033213U"**  
**8-10 FRANCIS STREET, DROMANA, VIC 3936**  
 For the Financial Period 01/02/2020 to 14/07/2020

**Administrative Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>
<b>Income</b>		
Insurance--Refund of premium	\$303.46	\$0.00
Levy Income	\$3,756.00	\$0.00
<b>Total Administrative Fund Income</b>	<b>\$4,059.46</b>	<b>\$0.00</b>
<b>Expenses</b>		
Admin--Agent Disbursements	\$150.00	\$300.00
Admin--Prev Mgr--Management Fees	\$0.00	\$0.00
Admin--PrevMgr--Annual Account Maintenance	\$0.00	\$0.00
Admin--PrevMgr--Annual Electronic Common	\$0.00	\$0.00
Admin--PrevMgr--Annual Public Officer Fee	\$0.00	\$0.00
Admin--PrevMgr--Disbursements	\$0.00	\$0.00
Admin--PrevMgr--Strata Software Compliance	\$0.00	\$0.00
Admin--PrevMgr--Trades Compliance Audit	\$0.00	\$0.00
Admin--PrevMgr--prepare records & close accounts	\$0.00	\$0.00
Admin--PrevMgr--Annual Record Archive &	\$0.00	\$0.00
Contingency/Reserve/Deficit Adjustment	\$0.00	\$600.00
Insurance--Premiums	\$3,179.55	\$3,270.00
Land Victoria advice (change address)	\$0.00	\$0.00
Maint Bldg--Electrical	\$0.00	\$0.00
Maint Bldg--Signs & Notice Boards	\$0.00	\$0.00
Maint Grounds--Lawns & Gardening	\$988.00	\$1,350.00
Management Fee	\$878.28	\$1,785.00
Utility--Electricity	\$182.69	\$500.00
<b>Total Administrative Fund Expenses</b>	<b>\$5,378.52</b>	<b>\$7,805.00</b>
<b>Administrative Fund Surplus/Deficit</b>	<b>\$(1,319.06)</b>	<b>\$(7,805.00)</b>
<b>Opening Balance for the period</b>	<b>\$2,590.02</b>	<b>\$0.00</b>
<b>Closing Balance for the period</b>	<b>\$1,270.96</b>	<b>\$(7,805.00)</b>

**PILOT**

Shop 2, 1 Hoylake Grove MORNINGTON VIC 3931 ABN: 45 898 737 191

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**Income and Expenditure Statement - O/Corp 033213U**  
**"OWNERS CORPORATION PLAN NO. SP033213U"**  
**8-10 FRANCIS STREET, DROMANA, VIC 3936**  
For the Financial Period 01/02/2020 to 14/07/2020

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**Maintenance Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>
<b>Income</b>		
Levy Income	\$720.00	\$1,440.00
<b>Total Maintenance Fund Income</b>	\$720.00	\$1,440.00
<b>Expenses</b>		
Maint Grounds--Fencing--Boundary--MF	\$198.05	\$0.00
<b>Total Maintenance Fund Expenses</b>	\$198.05	\$0.00
<b>Maintenance Fund Surplus/Deficit</b>	\$521.95	\$1,440.00
<b>Opening Balance for the period</b>	\$3,513.70	\$0.00
<b>Closing Balance for the period</b>	\$4,035.65	\$1,440.00



**Minutes of the Annual General Meeting  
OWNERS CORPORATION PLAN NO. SP033213U  
8-10 Francis Street, Dromana**

**Date of meeting: Tuesday 17<sup>th</sup> March 2020**

**Venue: PILOT Estate Agents, 2/1 Hoylake Grove, Mornington (Dava drive shops)**

**PRESENT IN PERSON** LOT 6 – Albino & Rita Butera  
**APOLOGIES** LOT 3 – Charles Car  
**IN ATTENDANCE** Luke Woollard and Joanne Robinson representing Pilot Estate Agents.

**QUORUM** Pursuant to S.77 of the Owners Corporations Act 2006, a quorum WAS NOT achieved. *A quorum for a general meeting is at least 50% of the total votes or if 50% of the total votes is not available the quorum is at least 50% of the total lot entitlement.*

**NOTICE: All decisions of the Owners Corporation are interim resolutions.**

As there was no quorum, all decisions are interim. Interim decisions take effect in 29 days from the date of the meeting. If notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, decisions are valid only if confirmed at that meeting.

**What you must do if you disagree with the decisions.**

The manager must call a special general meeting if requested by Lot owners whose Lot Entitlements total at least 25% of all Lot entitlements for the Owners Corporation.

**MOTIONS**

**1. MEETING CHAIRPERSON & RECORDING OF MINUTES**

That Luke Woollard Chair the meeting and Joanne Robinson record the minutes.

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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**2. CONFIRMATION OF PREVIOUS AGM MINUTES & ONGOING MATTERS**

To accept the minutes as a true and correct record of the proceedings that were held on 24<sup>th</sup> May 2019

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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**3. MANAGERS REPORT**

**INSURANCE CLAIMS**

*Lodged/settled since last annual meeting*

**1 Water damage claim for Lot 2**



**USE OF COMMON SEAL:**

*Since the last annual meeting, the common seal was applied to these documents:*  
Owners Corporation Certificates: **1 – Lot 6**

**FORMAL COMPLAINTS REPORT**

◆ *S.159 of the Owners Corporations Act 2006*  
(a) the number of complaints made: **NIL**

**REPAIRS & MAINTENANCE COMPLETED**

**Garden maintenance – AOTEA Mowing**

**Switchboard Thermal Imaging completed by Christie Electrical Services July 2019**

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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**4. REPAIRS & MAINTENANCE**

To pro-actively identify repairs and maintenance for the common property and the units.

**1. Recommendations**

- a. External painting of the units to be discussed as agreed at the last Annual General Meeting.  
**It was agreed at the meeting not to paint the units yet and to discuss again at next years Annual General Meeting. Lot 6 did mention that units are showing signs of wear as the paint is peeling in places especially the fascia boards and there is also rust in sections of the guttering.**

**PILOT advised that if the painting and guttering is a concern to Lot owners which needs addressing before the 2021 Annual General Meeting PILOT can schedule another meeting. At least two Lot owners will need to agree in writing to the additional meeting.**

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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**2. General Recommendations**

- a. Gutter cleaning & Roof inspection: We recommend an annual roof inspection and clean gutters 1-2 times per annum or as necessary.
- b. Drainage: Stormwater pits to be checked and cleaned monthly or as required.



- c. **Electrical box safety check:** Common property electrical power boxes can have a specialised safety check to check for hot spots. The check identifies deteriorating electrical components prior to failure. This reduces the risk of fire/damage. PILOT can arrange this test with your instructions. It is recommended for older unit blocks, commercial units & mixed use buildings.
- d. **Light globe survey & replacements:** Exterior lighting to be checked and globes replaced quarterly.

**Lot 6 confirmed that all common lighting is working at the property. PILOT informed owners that if anyone needs reimbursing for globes for the common lighting to contact PILOT so we can issue a reimbursement form which should be completed and returned to PILOT for a refund from the body corporate account.**

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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#### 5. OH&S INSPECTION OF COMMON PROPERTY

*◆ It is the responsibility of the Owners Corporation to provide a safe environment where the risk of accident or injury is managed. Any genuine risks should be reported to PILOT who will take appropriate action to comply the Occupational Health and Safety Act 2004 & Occupational Health and Safety Regulations 2007-17.*

An owners corporation bears the primary duty to ensure regular and appropriate inspections of the state of common property are carried out and any defects repaired as a matter of priority.

**Option A) Self-monitor common property for hazards:** That the common property condition be evaluated by the body corporate members with any hazards reported to the manager and that a special levy be raised to fund works identified as required by the members; PILOT has a maintenance checklist to assist owners to routinely inspect their property which must be completed by the members annually.

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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**Option B) Engage a specialised professional to undertake an OH&S hazard report for the common area and that a special levy be raised to fund a report and works identified as required within the report.**

VOTES	YES:	NO:1	ABSTAIN:	DEFEATED
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## 6. INSURANCE VALUATION REPORT

◇ *S.65 of the Owners Corporations Act 2006.*

*We recommend the owners corporation obtain a new report at least every 5 years to ensure that all the buildings on the plan of subdivision are insured for reinstatement and replacement value.*

The last building insurance valuation report was prepared on 10<sup>th</sup> May 2015 and has been used as the basis of the proposed insurance renewal. We recommend getting an updated valuation report in May 2020

*The motion:* To value the buildings for insurance purposes and to increase the insurance cover to the recommendations in the report; and That special levies be raised to fund a Reinstatement & Replacement Insurance Report and any difference in the insurance premium.

**It was agreed at the meeting to obtain a insurance valuation through Solutions in Engineering. PILOT advised owners the cost is approx \$400 for the report. PILOT will instruct Solutions in Engineering to complete report based on external inspection only. It was agreed not to raise a special levy for this report and insurance endorsement and to pay for this from the Maintenance Fund.**

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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## 7. INSURANCE POLICY TENDER

### **PILOT Insurance procurement policy**

PILOT has a formal procedure designed to get you the best value insurance premium by competitive tender. We undertake this process every two years as a standard procedure.

We seek 3 x competitive quotes for building and public liability cover from our panel of specialist body corporate insurers.

We will use the cover specified on the most recent building valuation report obtained by the body corporate. If no valuation report has been obtained, we will quote using the instructions provided to PILOT at the last general meeting.

We place the cover with the insurer who offers the best value premium before the policy due date.

The manager tables the Insurers financial services guides, Product Disclosure Statements (PDS) and quotes for insurance.



#### CURRENT INSURER

Insurer / Underwriter:	Strata Community Insurance
Policy number:	VRSC19001102

#### 8. INSURANCE COVER

*The motion: To renew the insurance cover on these terms:*

NEXT Period of insurance:	23rd March 2020 – 23rd March 2021
Building cover:	\$1,648,000
Loss of rent/Temporary premises:	\$247,200
Common contents: (goods, plant & equipment)	\$16,480
Legal liability for common property:	\$20,000,000
Flood cover:	Included
Fidelity guarantee:	Included
Voluntary workers cover:	Included
Strata council members legal liability:	Not Included
Machinery breakdown cover:	\$25,000

◆ *As an owner of a unit you are responsible for injury or damage that occurs within your unit. The body corporate does not insure the contents of your unit which includes curtains/blinds, carpet, furniture, personal belongings, portable appliances, vehicles and equipment are not covered. Separate contents insurance cover should be taken by unit owners to cover such items. Refer to the PDS for more information.*

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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#### 9. FINANCIAL STATEMENTS FOR PAST YEAR

That the financial statements forwarded with notice of this Meeting be confirmed.

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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## 10. NEW BUDGET & OWNERS CORPORATION FEE CONTRIBUTIONS

That the annual budget and proposed fee contributions forwarded with notice of this Meeting be confirmed.

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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## 11. PENALTY INTEREST | ARREARS POLICY | DEBT RECOVERY POLICY

◆ *S.29(1) of the Owners Corporations Act 2006*

a. That the owners corporation will charge interest on arrears over 1 month at a rate that does not exceed the maximum rate payable under the Penalty Interest Rates Act 1983. Any interest collected is retained by the owners corporation and the manager may waive interest in their discretion;

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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b. That the owners corporation issue Reminder letters, Final fee notices and Letters of Demand if fees are in arrears, incurring a charge to the unit owner as set out in the Managers Contract of Appointment.

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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c. That the owners corporation brings legal proceedings to recover fees and other money owed by a Lot owner, where the total amount owing to the owners corporation is greater than \$650 and the debt is more than 90 days overdue.

VOTES	YES:	NO:	ABSTAIN:1	DEFEATED
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## 12. APPOINTMENT OF MANAGER

◆ *S.119 of the Owners Corporations Act 2006*

PILOT thanks you for your continuing business. Our goal as a company is to always improve the quality of our service, to hire the most talented people and deliver the best possible service for you.

*The motion:* To confirm the ongoing appointment of PILOT Estate Agents to manage the affairs of the Owners Corporation as per the current managers contract of appointment.

VOTES	YES:1	NO:	ABSTAIN:	RESOLVED
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### 13. GENERAL BUSINESS

a) **Free comparison service.** Through YourPorter we can now offer you a Free comparison service for your electricity, gas, telephone, health insurance, car insurance & more. Saving is simple. Switching is easy. Let us know if you'd like to take advantage of this Free service.

PILOT contacted Yourporter January 2020 for a bill review. Electricity provider changed to Tango from Blue NRG.

b) Lot 6 reported that the brick side fence adjoining Lot 6 and the common area is leaning and needs replacing. Lot 6 would like to replace this section of fence with a treated pine fence with capping and a gate. Lot 6 advised that they would like to replace the fence themselves and will only charge the body corporate for materials not labour. This means the body corporate and Lot 6 would each pay 50%. Lot 6 estimated the cost to be approx. \$400 in total. This would be for a treated pine fence with capping. The cost of the gate would be paid in full by Lot 6.

Lot 6 will need to retain receipts for materials and provide these to PILOT along with a completed reimbursement form.

It was agreed that these repairs would be paid from the Maintenance Fund.

VOTES	YES: 1	NO:	ABSTAIN:	RESOLVED
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**There being no further business, Luke Woollard declared the meeting closed.**

**OCPS: 33213U OC 1- 8 Francis Street DROMANA 3936**  
**CONSOLIDATED RULES**  
**In addition to the Model Rules**

These additional rules will apply to all members of the Owners Corporation. Any rules in the model rules set out in Schedule 2 of the Owners Corporation Regulations 2007 (Vic) ("Model Rules") that are not covered by these additional rules will also apply to the Owners Corporation.

These rules must be read in conjunction with the Owners Corporation Regulations 2007 (Vic) or such other regulations made from time to time under the Owners Corporation Act 2006(Vic) or the Subdivision Act 1988 (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

At any and all places in these rules where it refers to the Owners Corporation it may also mean a Committee of Management or a Managing Agent that have been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other Member or occupant of his Lot or the Common Property would be unreasonably prejudiced or affected thereby.

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**Interpretation/Definitions**

*"Act" means Owners Corporations Act 2006.*

*"Building" means all and any buildings, structures or improvements comprised in the Development.*

*"Common Property" means any common property described on the Plan of Subdivision or any common areas in the Development.*

*"Development" means all the land and improvements comprised in Plan of Subdivision No 33213U and known as 8 Francis Street DROMANA VIC 3936.*

*"Developer" means the person, persons, entity or entity's that own the land and any buildings that are constructed thereon immediately prior to the registration of the Plan of Subdivision with the Land Titles office and is the subsequent owner of a lot or lots on the Plan.*

*"FOB" is more commonly called a **key fob** and is a small security hardware device with built-in authentication used to control and secure access to areas within a building.*

*"Lot or Lots" means a lot or lots on the Plan of Subdivision.*

*"Member" means an owner of a Lot on the Plan of Subdivision.*

*"Manager" has the same meaning as detailed in section 119 of the Act.*

*"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member or tenant.*

*"Owners Corporation" means Owners Corporation Plan of Subdivision 33213U OC 1*

*"Owner" means an owner of a Lot on the Plan of Subdivision.*

*"Plan of Subdivision" means Plan of Subdivision No 33213U*

*"Regulations" means the Owners Corporations Regulations*

*"Security Key" means any security key, security or swipe card, garage access codes or any other device to secure the Building or any part thereof, or to gain entry thereto*

## 1. BEHAVIOUR

- 1.1 A Member or occupier of a Lot when on common property or in any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or occupier of another Lot or to any person lawfully using common property.
- 1.2 A Member or occupier of a Lot must not:
- 1.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or occupier of another Lot or of any person lawfully using common property; or
  - 1.2.2 obstruct the lawful use of common property by any person.
  - 1.2.3 use or allow the use of hammer, drills, jack hammers or similar devices in a Lot on weekends or public holidays or between the hours of 4:00pm to 9:00am on weekdays except with the prior written approval of the Manager and subject to any legally permitted times.
  - 1.2.4 permit persons under his or her control to consume alcohol, illegal substances or take glassware or food / liquids onto the common property.
  - 1.2.5 Rule 1.2.4 will not apply as to consumption of alcohol in any licensed restaurant or cafe on the Plan or any adjacent area licensed to a tenant / licensee for use as a restaurant / cafe nor taking glassware or food / liquids onto common property if this activity is in a licensed or sub-licensed area from the Developer or the Owners Corporation.
  - 1.2.6 dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property and in and around buildings and car park areas.
  - 1.2.7 permit any children under the control of that Member or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
  - 1.2.8 permit any persons under the control of that person to use and / or park on the common property any skateboards, roller skates, scooters or roller blades and no bicycles may be ridden, used or parked in common areas.

## 2. SERVICES

- 2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the common property so that:
- 2.1.1 the structural integrity of any part of the common property is impaired; or
  - 2.1.2 the provision of services through the Lot or the common property is interfered with in any way; or
  - 2.1.3 any support or shelter provided by that Lot or the common property for any other Lot or the common property is interfered with;

## 3. MOVING IN OR OUT

- 3.1 A Member or occupier of a Lot must not move in or move out without notifying the Owners Corporation manager at least 48 hours prior to the proposed move and without receiving prior approval in writing from the Owners Corporation manager for the day and time of the proposed move. The Member or the Occupier

of the Member's Lot must ensure that all moving in and moving out policy determined by the Owners Corporation from time to time are complied with at all times;

- 3.1.1 The Manager will be entitled to charge an hourly rate as determined in the Contract of Appointment for attendance at the property in order to supervise any move contemplated through common property.
  - 3.1.2 Any fees charged by the manager will be invoiced to the representative of the Lot requesting a move in or move out.
  - 3.1.3 A pre payment of at least 2 hours calculated at the managers hourly rate must accompany any request for attendance to supervise a move in or move out.
- 3.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present and so that the Elevator Protective Blankets can be installed in the lifts.
- 3.2.1 The Manager will be entitled to charge an hourly rate as determined in the Contract of Appointment for attendance at the property in order to supervise any move contemplated through common property.
  - 3.2.2 Any fees charged by the manager will be invoiced to the representative of the Lot requesting a move in or move out.
  - 3.2.3 A pre payment of at least 2 hours calculated at the managers hourly rate must accompany any request for attendance to supervise a move through common property.
- 3.3 A Member or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager (provided that the Manager shall not be liable for any loss or damage).
- 3.4 Without limiting the generality of the foregoing rules, a Member or occupier of a Lot may only move articles likely to cause damage into or out of the building through the basement car park (if in existence) and only then via the basement entrance unless due to height restrictions this is not possible in which case the consent of the Manager is required for an alternative.
- 3.5 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Member or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The Member or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.
- 3.6 A Member or occupier of a Lot may be asked to pay a surety of \$500.00, prior to moving in or out of the building. The costs of making good any damage caused as a result of the move in or out will be deducted from the surety, the balance of which will be refunded within 7 days of the completion of the move.
- 3.7 A Member or occupier of a Lot may not under any circumstances store any article of furniture or any other article in the common property ie Common Entry, Common Hallway or Common Thoroughfare.

#### 4. INTERFERENCE

- 4.1 A Member or occupier of a Lot must not:
  - 4.1.1 without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.
  - 4.1.2 without the prior written consent of the Owners Corporation, remove any article from the

common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

- 4.1.3 Modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.
- 4.1.4 Enter any plant room without the prior written consent of the Owners Corporation.
- 4.1.5 Modify any intercom, television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.
- 4.1.6 Install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.
- 4.1.7 Replace or use any floor coverings which will create undue noise to adjoining Members or occupiers or those underneath the Lot the installation of floor tiles to bedrooms and other areas which may cause noise to lots underneath.
- 4.1.8 Not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.
- 4.1.9 Interfere with or obstruct the Manager from performing its duties from time to time.

## **5. DAMAGE AND REPAIRS**

- 5.1 A Member or occupier of a Lot shall not mark, paint or otherwise damage or deface, any part of the common property.
- 5.2 A Member or occupier must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation insurance policy.
- 5.3 A Member must promptly repair and maintain the interior and exterior of the Lot.
- 5.4 Liability is specifically imposed on lot owners and occupiers for damage to common property arising out of negligence of a licensee or invitee who caused the damage.
- 5.5 The costs of a false alarm call out by any authority or specialist contractor or the attendance to the property by any person or company to address any events arising from a false alarm call out are considered as 'damage' which the Owners Corporation can pursue from lot owners and occupiers.

## **6. COMMON PROPERTY DEFECTS**

A Member or occupier of a Lot must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

## **7. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL / FIRE / SAFETY**

- 7.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of the common property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may.-
  - 7.1.1 close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Members or occupiers of any part of the common property;
  - 7.1.2 permit, to the exclusion of Members and occupiers, any designated part of common

property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;

- 7.1.3 restrict by means of key or other security device the access of the Members or occupiers of one or more levels of the Lots to any other level of the Lots or to common property or any part of the land in the Plan; and
  - 7.1.4 restrict or close off permanently or from time to time by any means access between common property in the Owners Corporation to another.
- 7.2 A Member and occupier of a Lot must comply with all directions and rules of the Owners Corporation in relation to precautions against fire and other emergencies.
- 7.3 A Member must not, and must ensure that the Occupier of a Member's lot does not:
- 7.3.1 access or use the roof of the Building without the written consent of the Owners Corporation; and
  - 7.3.2 prevent or object to any person authorised by the Owners Corporation to access the roof of the Building for maintenance purposes.
- 7.4 For the purposes of common areas for all Owners Corporations in the Plan, all newly purchased upholstered furnishings, mattresses, curtains and the like that are located in public corridors of residential areas should be flame-retardant or treated with flame retardant to minimize the risk of ignition. Carpets must be selected with low flammability and flame spread and non combustible wall and ceiling linings.
- 7.5 Lot owners and occupiers will allow periodic testing and maintenance of all fire systems and must comply with all fire safety and prevention laws and regulations including the building regulations that relate to fire, fire prevention and systems. As much as possible, fire systems (ie. sprinklers, detection equipment, exhausts, emergency lighting, etc.) must be as fully operational as possible during any works such as fit out and reinstatement must take place to ensure systems are operative as far as possible at the end of each day.
- 7.5.1 Any costs associated with attendance by specialist personnel to activate or de-activate or isolate or re instate fire systems as a result of a requirement of a lot owner or occupier seeking to renovate or modify their lot will be at the cost of the lot so requesting the de-activation or isolation of a particular element of the fire system.
- 7.6 A Member and occupier of a Lot must partake in evacuation drills as and when directed by the owners corporation or the owners corporation manager.

## **8. STORAGE OF CHEMICALS**

A Member or occupier of a Lot must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.

## **9. INSURANCE**

- 9.1 An owner or occupier of a Lot 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 premium for any insurance policy effected by the Owners Corporation.

- 9.2 An owner or occupier must not change the use of their lot in a way that may affect the insurance premiums for the Owners Corporation.
- 9.3 In the event of a claim on the Owners Corporation Insurance Policy, the lot that is identified as being responsible for causing the claimable event that initiated the claim will be responsible for paying any excess.
- 9.4 Where that event is identified as emanating from or associated with the Common Property, the Owners Corporation will be responsible for paying the Insurance Excess.
- 9.5 The Owners Corporation will issue a work order to a Sworn Valuer every three (3) years for the express purpose of providing a valuation of the property for Insurance Purposes and the manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause to have the policy endorsed immediately for the amount provided in the valuation.
- 9.6 The Owners Corporation will issue a work order to a Sworn Valuer every year between the three (3) years for the express purpose of providing a desk top valuation of the property for Insurance Purposes and the manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause to have the policy endorsed immediately for the amount provided in the valuation.

## 10. SECURITY AND SECURITY KEYS

- 10.1 A Member or occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.
- 10.2 The Owners Corporation may charge a reasonable fee for any additional Security key/FOB and or Remote required/requested by a Member, a Members agent or a Members tenant.
- 10.3 A Member of a Lot must exercise a high degree of caution and responsibility in making a available for use by any occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or license of a Lot to the occupier to ensure the return of the Security key/FOB and or Remote to the Member or the Owners Corporation.
- 10.4 A Member or occupier of a Lot in possession of a Security key/FOB and or Remote must not without written consent from the Owners Corporation duplicate the Security key/FOB and or Remote or permit it to be duplicated and must take all reasonable precautions to ensure that the Security key/FOB and or Remote is not lost or handed to any person other than another Member or occupier and is not disposed of otherwise than by returning it to the Member or the Owners Corporation.
- 10.5 A Member or occupier of a Lot must promptly notify the Owners Corporation if a Security key/FOB and or Remote issued to him is lost or destroyed. A Member or occupier of the Lot must pay the costs of the replacement of the Security key/FOB and or Remote and re-keying or reprogramming of the building or recoding whichever applicable.
- 10.6 All doors and windows must be securely fastened when a Lot is unoccupied.

## 11. CLEANING

A Member or occupier of a Lot must keep their Lot including any balcony or veranda areas clean and in good repair.

## 12. SIGNS, BLINDS AND AWNINGS

12.1 A Member or occupier of a Lot must not:

12.1.1 without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the common property or lot unless first approved by the Owners Corporation provided that this rule does not apply to the Developer or a licensee of the Developer if the Developer has signage rights.

12.1.2 without the prior written consent of the Owners Corporation install or permit the installation of any window coverings that are viewable from outside the building that are not in the same colours as the exterior of the building.

12.1.3 without the prior written consent of the Owners Corporation install or permit the installation of any awnings.

12.2 Without the prior written consent of the Owners Corporation a Member or occupier of a Lot must not allow the erection of any for sale or for lease for license or sub-lease boards or signs of any description on the common property or lot provided that this rule does not apply to the Developer but only whilst the developer owns a lot within the Owners Corporation.

12.3 Without the prior written consent of the Owners Corporation In addition to Rule 12.2, a Member must not allow for the erection of any for sale or for lease signs or boards on the Common Property or lot for such a sign or board to be visible from the exterior of the Member's Lot.

12.4 No signage, other than that approved by the Owners Corporation, is permitted to be attached to common property, including For Lease, For Sale or other like advertising.

12.5 Owners wishing to erect signage or wishing to instruct others to erect signage, must first obtain written approval from the Owners Corporation and where approval is given, complete and lodge the appropriate 'Board Permission' with the manager and comply with all of the requirements therein.

12.6 A member must not fail to advise any Real Estate Agent (or similar) acting on their authority that:

12.6.1 Permission must be sought in writing from and if permission is given, must be provided in writing by the Owners Corporation Manager before erecting any "For Sale" or "For Lease" board.

12.6.2 Failure to seek and receive the appropriate permission will result in the signage being removed from the property by the Owners Corporation and the costs charged to the lot owner.

12.6.3 Any "For Sale" or "For Lease" board must be removed within forty-eight (48) hours of the signing of a lease or sale agreement or as soon as requested to do so after they have been in situ for two (2) months.

12.6.4 No "For Sale" or "For Lease" board is to be attached to any fence, building or other structure;

12.6.5 No Common Property power is to be used in conjunction with any "For Sale" or "For Lease" board.

12.6.6 Any permits required for the erection of signage or the display of signage are the responsibility of the Owner or the Owners Agent and are to be provided to the Owners Corporation Manager on

request;

- 12.6.7 The cost of obtaining such permit/s is entirely a cost for the owner or their Agent;
- 12.6.8 No damage is to be caused to the Common Property;
- 12.6.9 No more than two (2) agent's "For Sale" or "For Lease" boards will be permitted at the front of the property at any one time.

### **13. APPEARANCE / PAINTING / FINISHES**

- 13.1 Without limiting any other of these rules, a Member or occupier of a Lot must not without prior written consent of the Owners Corporation, which consent maybe refused
  - 13.1.1 maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
  - 13.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot
  - 13.1.3 operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the common property, another Lot or another part of the Building;
  - 13.1.4 attach to or hang from the exterior of the Lot any aerial, CCTV camera or any other type of security device or wires;
  - 13.1.5 install or operate any intruder alarm which emits an audible signal;
  - 13.1.6 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property that is visible from the exterior of the building.
  - 13.1.7 allow any glazed portions of the Lot or the common property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will detrimentally change;
  - 13.1.8 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building,
  - 13.1.9 install any air conditioning or heating unit in a Lot other than in a place nominated by the Owners Corporation and in keeping (as determined by the Owners Corporation) with the original design for air conditioning services and plant in the Building,
  - 13.1.10 install any pipes, wiring, cables or the like to the external face of the Building or on common area unless approved or granted a license by the Owners Corporation or Manager,
  - 13.1.11 install, leave or place on any terrace, veranda, balcony or common property any item including (without limitation) a barbeque, outdoor heater, pots, plants OT shrubs which cause a nuisance or which can be seen from common property, another Lot, by the general public from street level unless approval is obtained from the Manager and Lot owners that can see the item and the appearance is with the keeping of the general high quality building appearance. The Exception being the Planter Boxes.
- 13.2 A Member or occupier of a Lot must not paint, finish or otherwise alter the external facade of the Building,

any veranda or external area to a Lot or any improvement forming part of the common property.

- 13.3 A Member must repaint the exterior of their Lot including balconies at the direction of the Owners Corporation to that effect but the finish and colours is to be consistent with the existing exterior of the Building.
- 13.4 A Lot owner may change their windows to double glazing as long as it does not affect the visual appearance of the building

#### **14. RUBBISH**

- 14.1 A Member or occupier of a Lot must not deposit, store or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 14.2 A Member or occupier of a Lot must ensure and must cause that rubbish bins or rubbish receptacles are delivered to the designated collection point on the day and by the time specified by the rubbish collection contractor so as to ensure that all rubbish capable of collection is collected and removed from the Owners Corporation.
  - 14.2.1 Where an owner or occupier of a lot fails to discharge their duty under clause 14.2 the Owners Corporation will arrange for the rubbish to be removed from the Owners Corporation and any costs, charges associated with the removal of the rubbish will be charged to the lot owners account and will become a debt due to the Owners Corporation.
- 14.3 A Member or occupier of a Lot must ensure and must cause that rubbish bins or rubbish receptacles are returned to their designated storage area within 24 hours of the rubbish being collected by the rubbish collection contractor so as to ensure that all local council rules are complied with and too ensure the Owners Corporation common property and any adjacent property are maintained in a clear, neat and tidy manner.
- 14.4 A Member or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
  - 14.4.1 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and
  - 14.4.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
  - 14.4.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and
  - 14.4.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage bins situated on the common property.

#### **15. OWNERS CORPORATION CONSENT**

A consent given by the Owners Corporation under these rules will be at the discretion of the Owners Corporation and can be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the Member or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

#### **16. COMPLAINTS AND COMMUNICATIONS**

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or

where there is no Manager, to the secretary of the Owners Corporation.

## **17. COMPLIANCE**

- 17.1 A Member or occupier of a Lot must take all reasonable steps to ensure that invitees of the Member or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 17.2 A Member of a Lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.
- 17.3 A Member or occupier of a Lot must at the Member's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 17.4 A Member or occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the Lots and the common property or which may cause a nuisance or hazard to any other Member or occupier of a Lot or their representative invitees.
- 17.5 A Member or Occupier of a Lot must ensure that, in relation to any works, including building works and the engagement of removalist's or couriers, conducted on the Lot or on Common Property in relation to the Lot, the requirements of the Occupational Health and Safety Act 2004 (Vic) are complied with. This will involve ensuring that any contractor or sub-contractor completes a Job Safety Analysis (JSA), complies with and contracts to comply with the JSA in the conduct of the works and has appropriate insurance cover in respect of the works.

## **18. BUILDING AND CONSTRUCTION**

- 18.1 A Member or occupier of a Lot must not, unless it is the Developer, undertake any building works within or about or relating to a Owners Corporation Member's Lot except in accordance with the following requirements:
  - 18.1.1 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 and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
  - 18.1.2 the Member or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimize any nuisance annoyance disturbance and inconvenience from building operations to other Lot owners and occupier;
- 18.2 The Member or occupier of a Lot must not proceed with any such works until the Member or occupier:
  - 18.2.1 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; and
  - 18.2.2 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; and

- 18.2.3 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 the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) by the Member or occupier and such approval shall not be effective until such costs have been paid; and
- 18.2.4 pays such reasonable costs to the Owners Corporation for such consent application.
- 18.3 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 comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimize any damage to or dirtying of the common property and the services therein.
- 18.4 Without limiting the generality of the above sub-paragraph 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 observe the following restrictions in respect of the works:
- 18.4.1 building materials must not be stacked or stored in the front side or rear of the Building;
- 18.4.2 scaffolding must not be erected on the common property or the exterior of the Building;
- 18.4.3 construction work must comply with all laws of the relevant statutory authorities;
- 18.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state; and
- 18.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 18.5 Before any of the Member or occupier's works commence the Member or occupier must:
- 18.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- 18.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
- 18.6 Access shall not be available to other Lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant Lot or of the Owners Corporation in the case of common property.
- 18.7 The Member or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Member or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.
- 18.8 The Member or occupier of a Lot must forthwith and within 7 days make good any damage occasioned

to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works and must (at the Owners Corporation's election) reimburse the Owners Corporation for the cost incurred or to be incurred by the Owners Corporation in making good any such damage;

18.9 The Renovation Policy Document, which shall be made available by the manager on request in writing to the manager, must be adhered to when undertaking any renovations or improvements on the property.

18.10 The rules in this clause 18 do not apply to the Developer.

## 19. SERVICES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the Lot owner or occupier causing the damage or blockage.

## 20. ACCESS

20.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner or his or her invitees). The Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

20.2 The Owners Corporation is authorised to commence legal proceedings in VCAT or any other Court of competent jurisdiction against a Lot owner or occupier in urgent or "emergency" situations (as defined in the Act), where such action is to be determined by resolution of the Owners Corporation Committee.

20.3 The Member and or occupier or tenant agree immediately in the case of an emergency or otherwise on seven (7) days notice to provide unconditional access to the Lot or over the Lot for the purposes of repairs and maintenance of the building and for service providers.

20.4 For the purposes of any window cleaning in the building, the Members of all Lots will provide access on seven (7) days notice to enable window cleaners to attach ropes and clean the windows of the building. Such access will be supervised by the Manager.

20.5 If access is not provided by these times, on a further written notice being provided the Manager may obtain access pursuant to these provisions without liability and obtaining such access for the purposes of this clause is not a trespass nor does it give rise to any civil action.

## 21. BREACH OF RULES

21.1 Any breach of a rule or regulation will entitle the Owners Corporation to issue proceedings and / or impose such fines or penalties as they deem appropriate from time to time as is advised to Members and occupiers.

21.2 The Member or occupier of a Lot shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that Member or occupier or their respective tenants, licensees or invitees.

- 21.3 The Member or occupier of a Lot shall on demand pay all costs including legal costs of the Owners Corporation incurred by the Owners Corporation as a result of any breach of any rule.
- 21.4 The Member or occupier of each Lot shall (jointly and severally) indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and / or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Member or occupier (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a Member not owning any particular Lot anymore or an occupier not occupying any Lot anymore.
- 21.5 in addition to the rights of the Owners Corporation referred to in this Clause, the Owners Corporation may charge without notice, penalty interest of 2% per annum above that rate for the time being fixed under the Penalty Interest Rates Act 1993 on outstanding money from the time the money is due until paid in full.

## **22. SMOKING & DRUGS**

- 22.1 There shall be no smoking allowed in, on or around common areas including without limitation stairwells and rooftops and in and around the Building, save that smoking is permitted on balconies and verandas provided it does not cause a nuisance to other occupiers of the Buildings.
- 22.2 Illicit or illegal drugs are not permitted on the property at any time.

## **23. OWNERS CORPORATION ADDITIONAL POWERS**

Subject to the relevant legislation, the Owners Corporation (or its predecessor) may together with the Developer or others grant or enter into agreements, licenses, leases or easements ("the agreement") in relation to any common areas in any part of the Building. To the extent of any inconsistency between the Additional Rules and the agreement, the agreement shall prevail.

## **24. CAR PARKS, CAR STACKERS & STORAGE LOTS**

### **24.1 CLEANING OF CAR PARK AND STORAGE LOTS**

- 24.1.1 A Member or occupier of a Lot must keep the car park and storage Lot clean and in good repair and free of oil, dirt or otherwise ensure its car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space or storage Lot which is stained by oil, petrol or a like substance and charge that Member or occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.
- 24.1.2 Upon the request of the Owners Corporation or Manager, a Member or occupier of a Lot must provide the Owners Corporation the name, mark and registration of each car owned or regularly used by a Member, occupier or employee of a Lot owner.
- 24.1.3 A Member or occupier of a Lot must not park in any car park or area within the building not allocated to them or designated for use by them.
- 24.1.4 A Member or occupier of a Lot acknowledges that they park their car in the car park, common area or building at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

24.1.5 A Member or occupier of a Lot must not wash, service or repair vehicles in the car park or common area.

#### **24.2 CAR STACKERS**

24.2.1 Where a car parking space is a car stacker, a member or Occupier must undergo a training program prior to using the equipment.

24.2.2 By using the car stacker equipment, the owner or occupier acknowledges that the appropriate training has been sought and delivered.

24.2.3 A Member or occupier of a Lot acknowledges that they use a car stacker at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

#### **25. RUBBISH & STORAGE IN CAR PARK LOTS**

25.1 A Member or occupier of a Lot must not keep or store or deposit garbage, bottles, newspapers or rubbish or any articles or items on or in a car park Lot or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

25.2 No storage in a car park Lot is allowed except with the Owners Corporation's prior written consent.

#### **26. VEHICLES, VISITOR CAR PARKING AND BICYCLES**

26.1 A Member or occupier of a Lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a Lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.

26.2 A Member or occupier of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within the Lot or parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailers or motorcycles.

26.3 A Member or occupier of a Lot must not permit anyone to park in a space allocated for visitor parking where provided where the purpose of the visit is to attend a property other than at the Building.

26.4 A Member or occupier of a Lot must not permit a visitor of their Lot to use those spaces allocated for visitors parking where provided for more than 24 hours without prior permission from the Owners Corporation or the Manager.

26.5 A Member or occupier of a Lot must not park within those allocated spaces for visitors parking (where provided).

26.6 A Member or occupier of a Lot must not:

26.6.1 permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the

Owners Corporation or its Manager from time to time;

- 26.6.2 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;
  - 26.6.3 build or install any roller door or similar device or caging without the Owners Corporation's prior written consent;
  - 26.6.4 drive at a speed over 5km/h; and
  - 26.6.5 park more than one car in one car parking Space / Lot/Stacker.
- 26.7 All Members acknowledge and agree that a commercial car park Manager may be appointed or licensed by the Owners Corporation on acceptable terms which may involve access to, jurisdiction over and control of all common area driveways.

**27. SIGNS ON OR IN CAR PARK LOTS**

A Member or occupier of a Lot must not permit or allow the erection or installation or affixation of any car park signage of any kind on a car parking lot or within a car parking lot.

**28. INDEMNITY**

The Member indemnifies and releases the Owners Corporation and Manager from all claims, costs, damages, actions and expenses as a result of a breach of these Owners Corporation rules.

**29. MAIL / NEWSPAPER DELIVERY**

The Members must keep clear on each and every day any mail receiving box and or newspaper receiving 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 all 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 (1) day notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained from the Owners Corporation in writing not less than seven (7) days prior to date or dates for which such waiver is required.

**30. OWNERS CORPORATION COMMITTEE**

The Owners Corporation, may subject to the Owners Corporation legislation, appoint a committee of Owners Corporation Members to act on its behalf for such period as it deems fit.

**31. RATES AND TAXES / NOTIFICATION ON SALE**

Each Owners Corporation Member shall;

- 31.1 promptly pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his/her Lot and all Owners Corporation fees, levies costs and charges that are issued from time to time in the approved form; and

31.2 notify the Owners Corporation immediately of any changes of ownership or occupancy of his / her Lot.

### **32. ACCESS**

The Owners Corporation and the Manager have the right to close, lock off or otherwise control the common areas or any part thereof to prevent undesirable persons from entering.

### **33. LIFTS**

33.1 The Owners Corporation Manager is delegated the power to enter into maintenance contracts for the regular servicing and maintenance of the lifts.

33.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction into the lift without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.

33.3 A Member or occupier of a Lot may be asked to pay a surety of \$150.00 prior to using the Lift of the building.(the surety) Any damage caused as a result of using the lift will be deducted from the surety and the balance of which will be refunded with 7 days of the completion of the move.

33.4 The Member or occupier of the Lot will be liable for any damage caused to the Lift arising from the movement of any article of furniture or any other article likely to cause damage or destruction.

### **34. PLANTER BOXES**

34.1 An owner or occupier of a lot must regularly maintain and water the plants in the Planter Boxes where present.

34.2 If the plants in the planter boxes die, the owner or occupier of a lot must immediately replace them at their cost and if not the Owners Corporation may replace them and charge the owner of the lot for the cost.

### **35. SHORT TERM LETTING**

35.1 An owner or occupier or agent of an owner or occupier must not lease, sublease, licence, rent, hire or otherwise deal with a lot, or permit it to be leased, subleased, licensed, rented, hired or otherwise dealt with, for a period of less than 90 (ninety) calendar days.

35.2 No lot is to be leased, subleased, licensed, rented, hired or otherwise dealt with to any person or entity that has the intention to use the lot in connection with a business or commercial operation and more specifically a commercial operation that derives its revenue from short term letting of residential premises.

## 36. PETS

The owner or a occupier of a lot may keep domestic pets in the lot subject to the following:-

- 36.1 each animal is a domesticated pet;
- 36.2 keep, mind or allow any more than one (1) dog and/or one (1) cat on the Common Property or Lot without the prior written consent of the Owners Corporation or the Owners Corporation committee and then only upon the terms of such consent.
- 36.3 any pet or domestic animal, including a cat or dog, does not exceed 10 Kilos in gross weight;
- 36.4 any pet or domestic animal does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots;
- 36.5 each pet or visitors pet is not unleashed or allowed to roam freely while on the common property area or on/in any common property facilities;
- 36.6 each pet or visitors pet is not left, tied up or unattended in or on any common property (including within a vehicle) at any time;
- 36.7 that each pet is kept clean, quiet and controlled at all times;
- 36.8 an owner or occupier or a visitor to an owner or occupier must make their best endeavours to ensure that any animal belonging to them or in their care does not urinate or defecate on Common Property or in Common Property facilities including internal court yards;
- 36.9 an owner or occupier keeping, minding or allowing a domestic animal on the common property must ensure that all excrement caused/created by the animal on common property is promptly collected and disposed of in an appropriate manner in a receptacle used for the removal of rubbish;
- 36.10 An owner or occupier must not allow any animal excrement or animal debris to build up, run-off or affect in any unclean, unsafe or unhygienic manner any Common Property, any other Lot or any part thereof;
- 36.11 An owner or occupier must not keep any animal on any balcony, patio or garden area except when accompanied by the Occupier and only then in a manner that does not cause a nuisance to any other Occupier;
- 36.12 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- 36.13 An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub-rule 36.12 must remove that animal.
- 36.14 Sub-rule 36.12 and 36.13 do not apply to an animal that assists a person with an impairment or disability.

## 37. CONTACT DETAILS

An owner of a lot must advise the Manager of:

- a local Australian business hours telephone number;
- a local Australian after hours telephone number;
- a local Australian address; for

- the owner
  - the Occupier of the Member's Lot;
- and must promptly advise the Manager of any change in their address or telephone number.

### **38. MEETINGS OF THE OWNERS CORPORATION**

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

- 38.1.1 cause any interference, disruption or nuisance at any meetings of the Owners Corporation;
- 38.1.2 raise or cause to be raised any issues which are not related to the Common Property or the general maintenance and upkeep of the Development as a whole.
- 38.1.3 A Member must not, and must ensure that the Occupier of a Member's Lot does not raise any issues pertaining to the Member's Lot at the meetings of the Owners Corporation.

### **39. INTEREST**

The Owners Corporation will charge interest on money owed by a member to the Owners Corporation 28 days after the due date for all fees and charges that are outstanding where the amount owing is in excess of an amount of \$100.00 set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006.

The rate of interest charged is fixed under the Penalty Interest Rates Act 1983 or any Act which supersedes this Act and such interest will be applied from the due date on the full amount outstanding.

The manager is delegated the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

### **40. LEGAL ACTION FOR THE RECOVERY OF ANY FEES, LEVIES, COSTS AND CHARGES**

- 40.1 The manager is authorised to initiate legal action on behalf of the Owners Corporation in the Magistrates Court or any other court of competent jurisdiction, including for the purpose of bankruptcy or winding up of a company for the recover of any debt due from the person or persons in default or breach, any outstanding or overdue fees, levies as well as costs or charges due incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporation Act 2006 and Regulations or the Rules of the Owners Corporation.
- 40.2 The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this rule to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.
- 40.3 This rule does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 and any subsequent amendments to that Act to recover fees levies and charges and other money due to the Owners Corporation or to enforce the Rules of the Owners Corporation.
- 40.4 A unit owner shall be liable on an indemnity basis to the Owners Corporation for all legal costs charges and disbursements incurred by the Owners Corporation or the Owners Corporation Manager, legal practitioners and mercantile agencies in recovering or attempting to recover monies outstanding from that lot owner to the Owners Corporation, or in relation to rectifying a default or breach of the Owners

Corporation Act 2006, Regulations or Rules of the Owners Corporation.

- 40.5 A Fee Reminder Notice may be issued by the manager to the owner accompanied by a fee which fee is to be invoiced to the Owners Corporation and then added as a charge to the owner's lot account where their lot account is in arrears for more than 7 days after the due date.
- The amount of the fee will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.
- 40.6 A Final Fee Notice issued in accordance with s32 of the Owners Corporations Act 2006 will be issued by the manager to an owner or owners whose lot account is in arrears for more than 28 days after the due date and any costs and charges associated with the issuing of the Final Fee Notice will be invoiced to the Owners Corporation and then added as a charge to the owner's lot account.
- The cost of issuing the Final Fee Notice will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.
- 40.7 A Legal/Mercantile Collection Agency referral fee will be charged by the managers to the Owners Corporation and then added as a charge to the owners lot account who have been issued with a Final Fee Notice from the manager and who have failed to contact the manager and make arrangements acceptable to the Owners Corporation for the payment of the full debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.
- The amount of the fee will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.
- 40.8 Any further costs charges and disbursements associated with Solicitors, Magistrates Court, County Court, Supreme Court, VCAT hearings and or Mercantile Collection Agencies will be charged to the Owners Corporation, added to the owners lot account and then recovered from the individual lot owners as a debt due to the Owners Corporation. The amount of any fees will be derived from any costs agreement entered into between the Owners Corporation and a legal practitioner as well as the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.
- 40.9 Where an owner seeks approval for the adoption of a payment plan for fees owing or due from the manager, the manager will refer the matter to the Chairperson of the Owners Corporation for authorisation to accept or reject the payment plan and the Chairperson may seek consultation with the Owners Corporation Committee, should one be elected, prior to any authorisation being given or denied.
- 40.10 Where a payment plan is approved by the Chairperson, the plan must be documented on the Payment Plan Schedule which must be executed by the owner and lodged with the manager failing which the Payment Plan will be deemed to have not been entered into.
- 40.11 The Owners Corporation acknowledges that Debt Collection is a duty outside of the regular duties of a manager and the cost is not covered or included in the management fee and that the manager is entitled to charge the Owners Corporation additional fees for debt collection in accordance with the schedule of fees as detailed in the Contract of Appointment.

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I certify these rules to be a true and correct copy of the rules made by Special Resolution of the Owners Corporation dated 16 December, 2014.

\_\_\_\_\_  
Secretary of The Owners Corporation – OCV Management Pty Ltd

## **Schedule 2—Model rules for an owners corporation**

Regulation 11

### **1 Health, safety and security**

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

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

#### **1.2 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 flammable chemical, liquid or gas or other flammable 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.

#### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

## **2 Committees and sub-committees**

### **2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a sub-committee without reference to the owners corporation.

## **3 Management and administration**

### **3.1 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 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) Subrule (2) 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.

#### **4 Use of common property**

##### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

##### **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot;  
or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

#### **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

### **5 Lots**

#### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

##### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

## **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

## **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6 Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (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 14 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 the party's behalf at the meeting.
- (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**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Willerbys Solicitors  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
UNIT 2 LOT 2 8 FRANCIS STREET  
DROMANA 3936  
2 RP 33213

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
02C//00205/30	LANDATA CER 38988217-032-3	13 JUL 2020	36759505

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2020 to 30/06/2021	\$79.02
<b>Melbourne Water Corporation Total Service Charges</b>	01/07/2020 to 30/09/2020	\$26.08

### (b) By South East Water

<b>Water Service Charge</b>	01/07/2020 to 30/09/2020	\$25.53
<b>Sewerage Service Charge</b>	01/07/2020 to 30/09/2020	\$93.02
<b>Subtotal Service Charges</b>		<u>\$223.65</u>

**TOTAL UNPAID BALANCE** \$223.65

- The meter at the property was last read on 29/05/2020. Fees accrued since that date may be estimated by reference to the following historical information about the property:

<b>Water Usage Charge</b>	<b>\$1.82 per day</b>
<b>Sewage Disposal Charge</b>	<b>\$0.53 per day</b>

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewerage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au) Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Melbourne Water became responsible for waterway management, floodplain management and regional drainage on Friday 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area which may provide additional information applicable to this property. For further information please contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

**Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### 3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

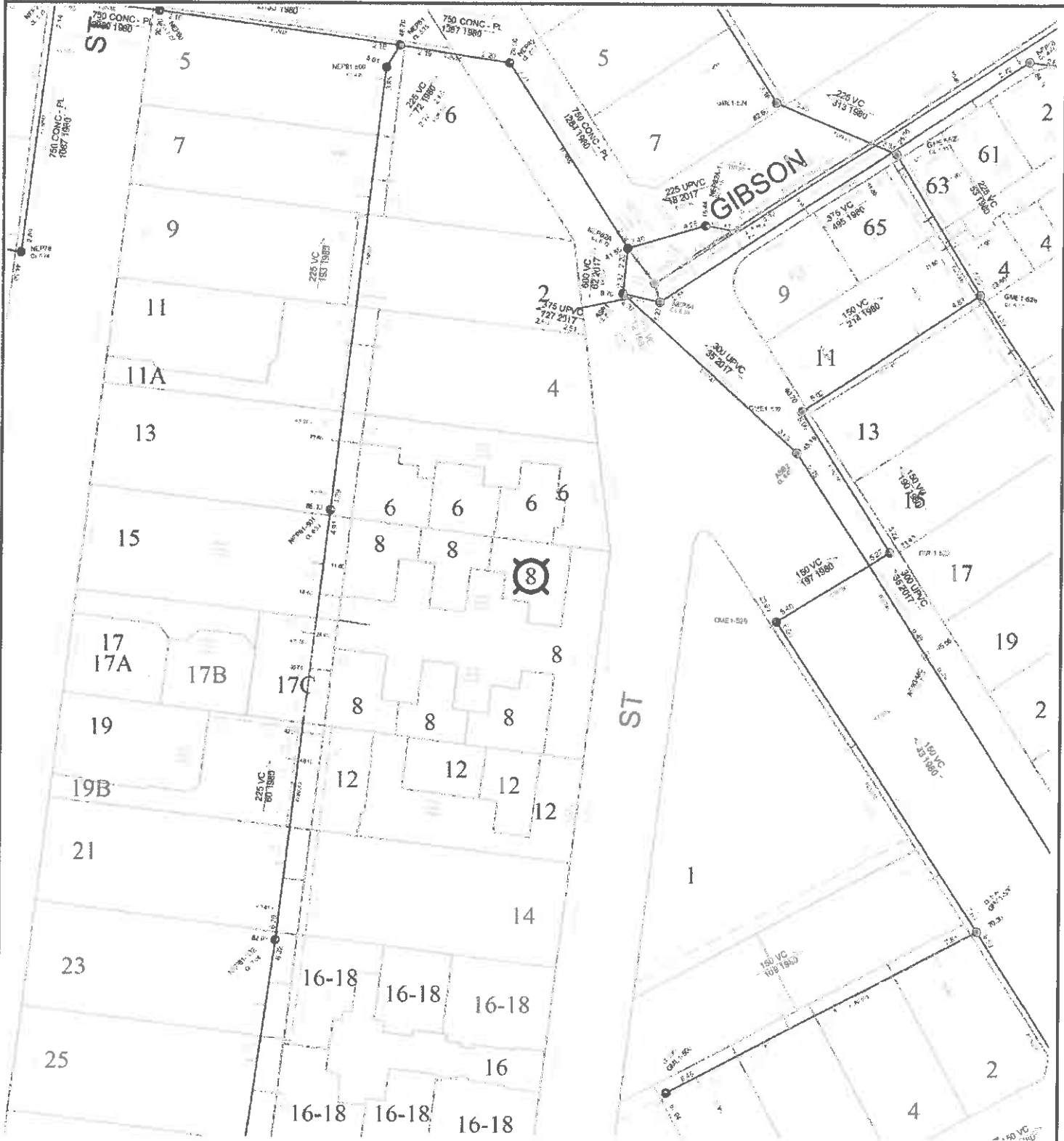
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



Case Number: 36759505

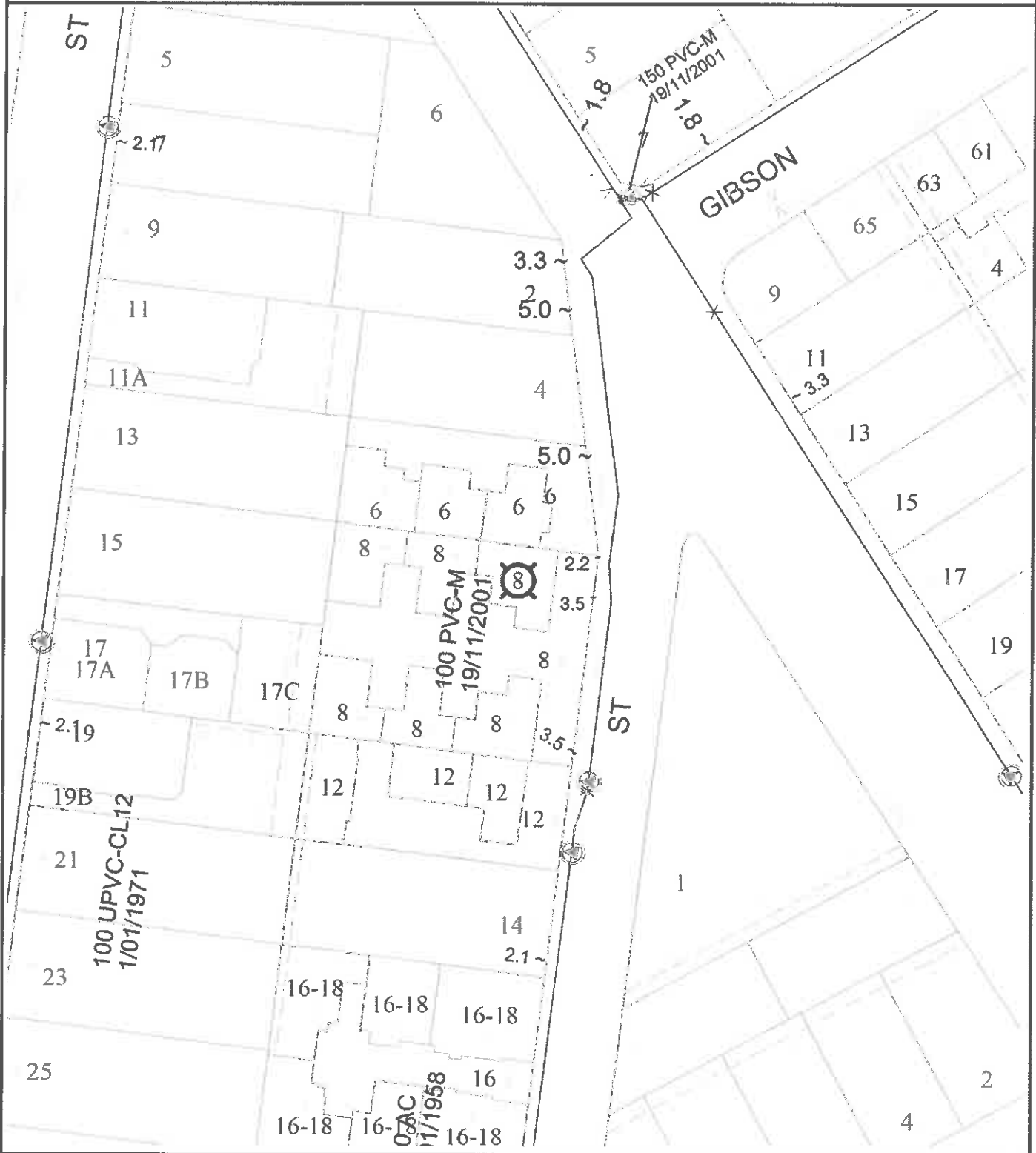


Date: 13JULY2020



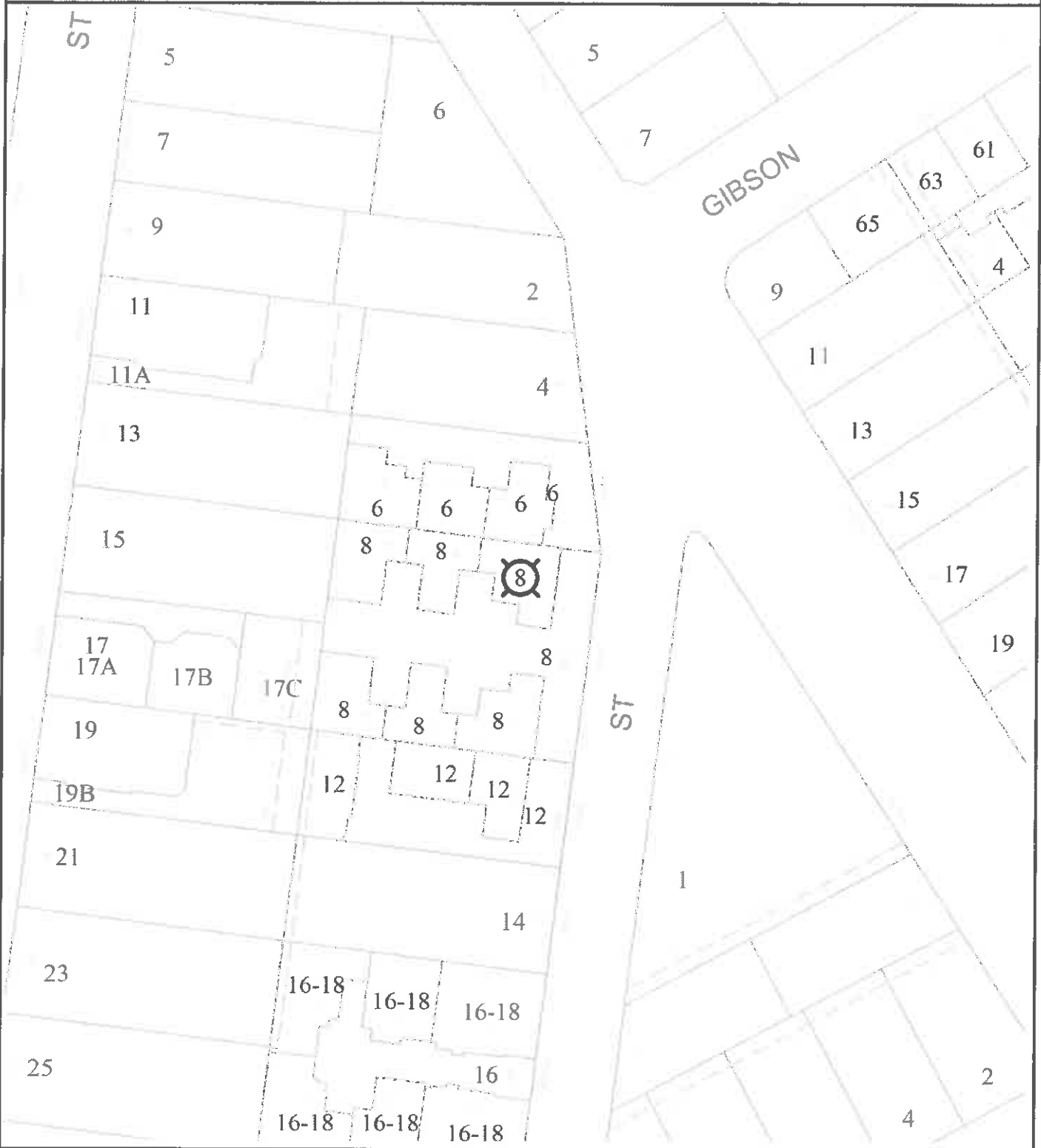
**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
Easement	Direction of Flow	Offset from Boundary
<b>Melbourne Water Assets</b>		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	~ 1.0 Offset from Boundary



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

**LEGEND**

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	Recycled Water Main & Services	Offset from Boundary

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 14 July 2020 02:37 PM

Address: UNIT 2/8 FRANCIS STREET DROMANA 3936

Lot and Plan Number: Lot 2 SP33213

Standard Parcel Identifier (SPI): 2\SP33213

Local Government (Council): MORNINGTON PENINSULA Council Property Number: 55536

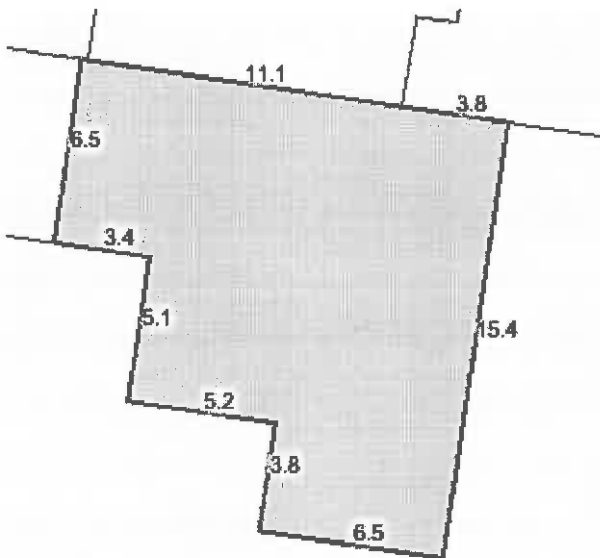
Directory Reference: Melway 159 G7

**This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

### Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 182 sq. m

Perimeter: 61 m

For this property:

— Site boundaries

- - - Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

1 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

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### State Electorates

Legislative Council: EASTERN VICTORIA

Legislative Assembly: NEPEAN

### Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY ([Information about choosing an electricity retailer](#))

Planning information continued on next page

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## Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: None

Planning scheme data last updated on 10 June 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may apply to the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

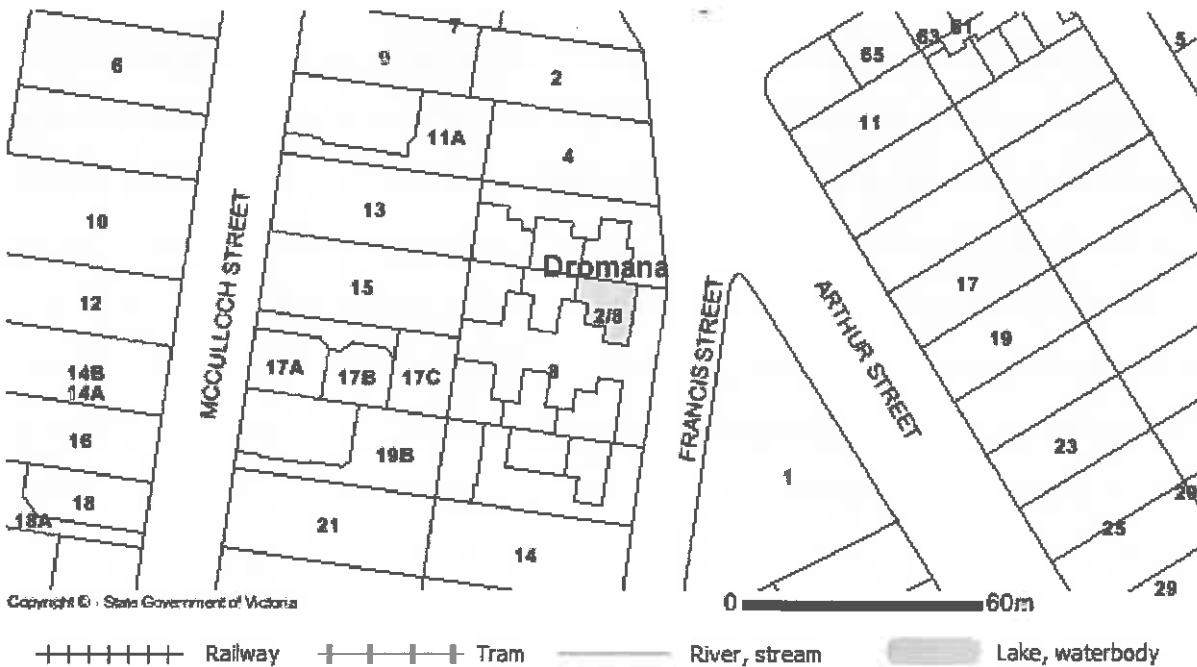
The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map



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# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 July 2020 02:37 PM

## PROPERTY DETAILS

Address: **2/8 FRANCIS STREET DROMANA 3936**  
Lot and Plan Number: **Lot 2 SP33213**  
Standard Parcel Identifier (SPI): **2\SP33213**  
Local Government Area (Council): **MORNINGTON PENINSULA**  
Council Property Number: **55536**  
Planning Scheme: **Mornington Peninsula**  
Directory Reference: **Melway 159 G7**

[www.mornpen.vic.gov.au](http://www.mornpen.vic.gov.au)

[Planning Scheme - Mornington Peninsula](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **South East Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **UNITED ENERGY**  
[View location in VicPlan](#)

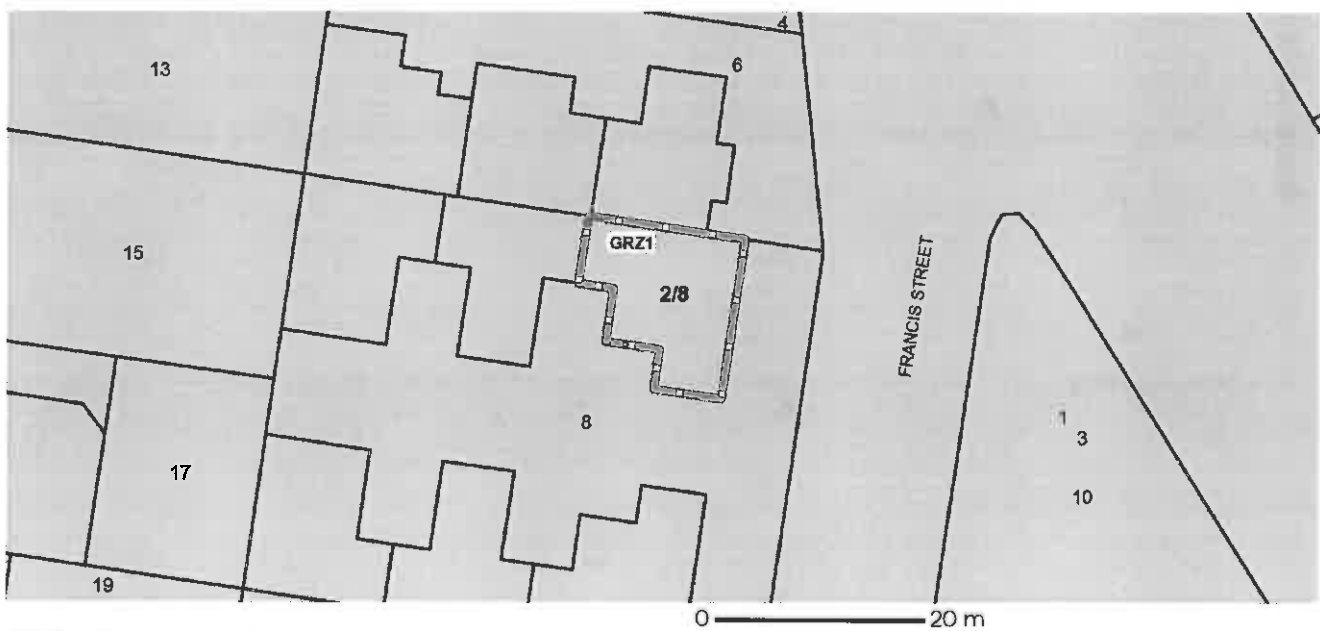
## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **NEPEAN**

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

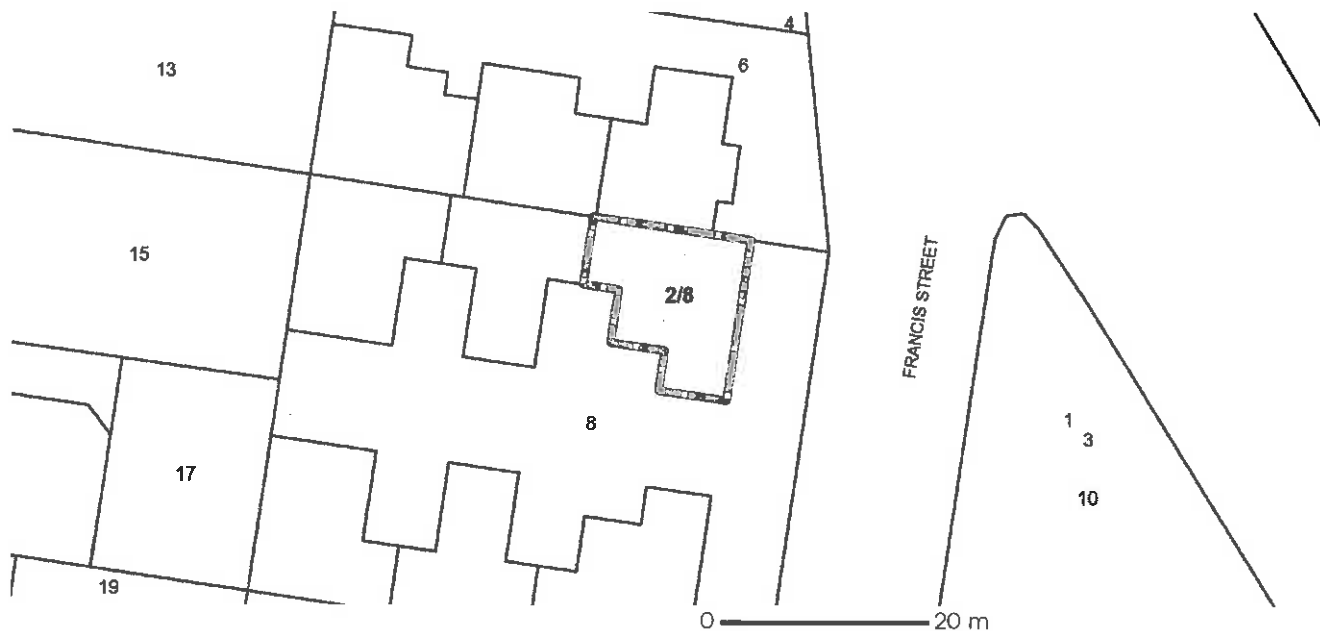


 **GRZ - General Residential**

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

No planning overlay found



## Further Planning Information

Planning scheme data last updated on 9 July 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

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Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

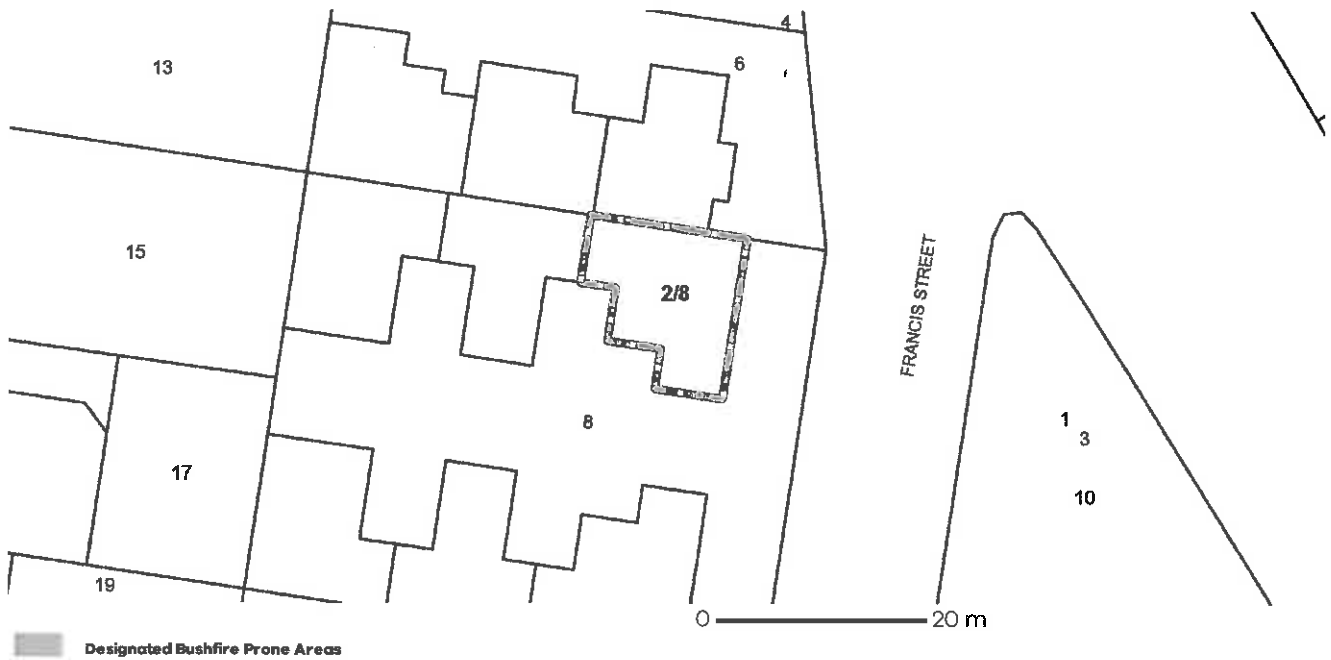
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>