

Our Reference: 2023/071

Your Reference: 1861: Azzuro Super Fund

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation Number **1**

Address 7 Jeffcott Street & 373 King Street, West Melbourne VIC 3003

This certificate is issued for Lot 17 on Plan of Subdivision Number: PS 635606V

Postal address **Suite 206/7 Jeffcott Street, West Melbourne VIC 3003**

Applicant for the certificate InfoTrack on behalf of Mukashi Legal

Address for delivery of certificate **Email to: ownerscorp@infotrack.com.au**

Date that the application was received 16 March 2023

IMPORTANT:

The information in this certificate is issued on 18 March 2023

You can inspect the Owners Corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

If you would like to make payment of any outstanding charges on settlement using PEXA via EFT or BPAY, please email your request to andrewm@lreedcity.com.au and/or deannaw@lreedcity.com.au and the relevant information will be provided.

- The current annual fees for Owners Corporation 1 for the above lot are:
Administrative Fund Levies \$ 7,796.58 per annum incl GST
Maintenance Fund Levies \$ NIL per annum incl GST
Fees are payable bi-annual in advance on 1 September and 1 March each year
- The date which the fees for the lot have been paid up to is:
The fees are paid up to **31 August 2023**
- The total of any unpaid fees or charges for the lot is: **\$ NIL**

Please Note:

Owners Corporation Fees instalments for the balance of the 2022/23 year are as follows:

OC1 Contribution Adjustment from AGM for 1/9/22 to 31/8/23 \$ 137.76 (Due 1/5/23)

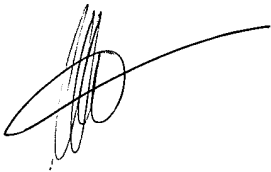
- The special fees or levies which have been struck and the dates on which they were struck and are payable are:
NIL
- Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not been included in annual fees, maintenance fund and special fees as set out above:
NIL

6. The Owners Corporation has the following insurance cover:
- | | |
|--------------------------|--|
| Name of Insurer | Strata Unit Underwriting Agency Pty Ltd on behalf of CGU Insurance Limited |
| Policy Number | 01R8265439 |
| Type of Policy | Commercial Strata Insurance |
| Building Amount | \$ 9,720,000 |
| Legal Liability Amount | \$ 20,000,000 |
| Fidelity Guarantee | \$ 100,000 |
| Office Bearers Liability | \$ 100,000 |
| Excess | \$ 5,000 (Malicious Damage, Vandalism & Graffiti Claims)
\$ 10,000 (Glass Claims)
\$ 5,000 (Theft Claims)
\$ 1,000 (All Other Claims) |
| Building Covered | 373 King Street (& 7 Jeffcott Street), West Melbourne VIC 3003 |
| Renewal Date | 12 August 2023 |
| Name of Broker | Honan Insurance Group Pty Ltd
03 9947 4333
info@honan.com.au |
7. Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
NO
8. The total funds held by the Owners Corporation:
Refer to the attached Balance Sheet as at the end of the last financial year of the Owners Corporation on 31 August 2022
9. Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
NIL
10. Are there any current contracts, leases, agreements affecting the common property. If so, provide details:
- LR Reed (City) Pty Ltd, dated 12 December 2019, for two (2) years for the management of the owners corporation.
 - United Lift Services Pty Ltd, dated 5 July 2011 for the servicing and maintenance of the lift.
 - Eliza Air Conditioning Aust Pty Ltd, dated 18 December 2017 for the servicing and maintenance of the ventilation systems.
 - Waste Wise Environmental Pty Ltd, dated 17 July 2020 for rubbish removal services.
 - The Owners Corporation entered into a Lease Agreement with Telstra Corporation Limited on 30 April 2021 for the use of rooftop common property to install, maintain and operate a telecommunications facility for an initial term of ten (10) years with options for two (2) further terms of five (5) years each. It was resolved by the Committee on 15 April 2021 to credit the revenue from this Lease Agreement to the Maintenance Fund. A copy of the agreement is available for inspection upon request to the Owners Corporation Manager.
11. Are there any current agreements to provide to lot owners, occupiers or the public? If so, provide details:
The Owners Corporation has not made any agreement to provide service to members and occupants for a fee.
12. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details:
There are no notices or orders as at the date of this Certificate.

13. Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:
The manager is not aware of any legal proceedings as at the date of this certificate other than the proceedings to recover overdue Owners Corporation fees and charges.
14. Has the Owners Corporation appointed or resolved to appoint a manager? If so, provide details:
A manager has been appointed.
The manager is LR Reed (City) Pty Ltd of Level 1, 405 Collins Street, Melbourne VIC 3000
15. Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
The manager is not aware of any proposal for the appointment of an administrator as at the date of this certificate.
16. A copy of the minutes of the most recent annual general meeting of the owners corporation are attached to this certificate.
17. Documents required to be attached to the Owners Corporation certificate are:
- A copy of all resolutions made at the last annual general meeting
 - A copy of the consolidated rules registered at Land Victoria
 - A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"
18. **NOTE:**
More information can be obtained by an inspection of the Owners Corporation register.
Please make your request to inspect the Owners Corporation register in writing to:
LR Reed (City) Pty Ltd of Level 1, 405 Collins Street, Melbourne VIC 3000

This Owners Corporation Certificate was prepared by:

LR Reed (City) Pty Ltd
Level 1, 405 Collins Street, Melbourne VIC 3000



.....
Andrew Musumeci

LR Reed (City) Pty Ltd as delegate of the Owners Corporation
Dated this day: **18 March 2023**

The common seal of Owners Corporation Number 1 on Plan of Subdivision PS 636606V was affixed on this day in accordance with Section 20 of the *Owners Corporation Act 2006*.

Attachments:

1. Balance Sheet as at the end of the last financial year of the Owners Corporation on 31 August 2022
2. Minutes of Annual General Meeting held on 27 February 2023
3. Registered Rules
4. Model Rules for an Owners Corporation
5. Statement of Advice and Information for Prospective Purchasers and Lot Owners

Balance Sheet - Detailed - Group
As at 31/08/2022

Owners Corporation on PS 635606V

7 Jeffcott Street & 369-377 King Street, WEST
 MELBOURNE VIC 3003

Owners Corporation 1

	Current period	Previous year
Owners' funds		
Administrative Fund		
Operating Surplus/Deficit--Admin	3,057.89	(15,231.25)
Owners Equity--Admin	21,643.23	36,874.48
	<u>24,701.12</u>	<u>21,643.23</u>
Maintenance Fund		
Operating Surplus/Deficit--Sinking	17,913.61	59,061.40
Owners Equity--Sinking	224,353.80	165,292.40
	<u>242,267.41</u>	<u>224,353.80</u>
Net owners' funds	<u>\$266,968.53</u>	<u>\$245,997.03</u>

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	58,405.74	51,892.84
Prepaid Expenses--Admin	15,342.24	12,727.09
Receivable--Levies--Admin	10,634.83	9,687.47
Receivable--Owners Other--Admin	330.00	1,350.20
	<u>84,712.81</u>	<u>75,657.60</u>

Maintenance Fund

Cash at Bank--Sinking	104,601.20	85,343.90
Investments--Sinking Term Deposit 1	137,084.20	136,470.74
Receivable--Levies--Sinking	582.01	2,040.35
	<u>242,267.41</u>	<u>223,854.99</u>

Unallocated Money

Cash at Bank--Unallocated	146.07	0.03
	<u>146.07</u>	<u>0.03</u>

Total assets

	<u>327,126.29</u>	<u>299,512.62</u>
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Less liabilities

Administrative Fund

Accounts Payable--Admin	12,186.25	10,187.24
Accrued Expenses--Admin	7,663.50	4,278.38
Payable--GST--Admin	(2,653.36)	(3,003.60)
Prepaid Levies--Admin	42,815.30	42,552.35
	<u>60,011.69</u>	<u>54,014.37</u>

Maintenance Fund

Payable--GST--Sinking	0.00	(498.81)
	<u>0.00</u>	<u>(498.81)</u>

Unallocated Money

Prepaid Levies--Unallocated	146.07	0.03
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	146.07	0.03
<i>Total liabilities</i>	60,157.76	53,515.59
Net assets	\$266,968.53	\$245,997.03

28 February 2023

All Members
Owners Corporation 1
PS 635606V
7 Jeffcott Street & 369-377 King Street
WEST MELBOURNE VIC 3003

Dear Lot Owner,

Re: MINUTES OF INTERIM DECISIONS OF OWNERS CORPORATION 1

We write on behalf of Owners Corporation 1 on Plan No. 635606V at 7 Jeffcott Street & 369-377 King Street, West Melbourne and attach the Minutes of the Annual General Meeting held on Monday 27 February 2023.

As a quorum was not present at the Annual General Meeting, all resolutions made at the Meeting are interim resolutions. We advise that under 78(4) of the *Owners Corporations Act 2006*:

Interim Resolutions become Resolutions of the Owners Corporation:

- (a) Subject to paragraph (b) and (c), 29 days from the date of the interim resolution; *or*
- (b) If notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after that notice is given, only if confirmed at that meeting; *or*
- (c) If notice of a special general meeting is given within the 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.

This Section of the *Owners Corporations Act 2006* provides the effect that an Interim Resolution cannot be acted on for 29 days after it is made but if notice of a Special General Meeting is given within that 29-day period, the Interim Resolution cannot be acted upon until confirmed at that meeting which must be held within 28 days after the notice, or if not held, until the end of the 28 day period.

Should you disagree with the Interim Resolutions you must petition in writing (with representation of Lot owners totaling at least 25% of the lot entitlements) against the resolution, to the Owners Corporation Manager within 28 days of the meeting being held.

Should you have any queries, please do not hesitate to contact our office.

Sincerely,



Zach Tay
Owners Corporation Manager
For and on behalf of Owners Corporation 1 Plan No. 635606V

5.2 Complaints/Dispute Resolution Report

It was resolved THAT the Owners Corporation Complaints/Dispute Resolution Report for the period ending 31 August 2022 be accepted as tabled.

Motion: Carried

6. Financial Statements

6.1 Adoption of the Financial Statements

It was resolved THAT the Financial Statements for the year 1 September 2021 to 31 August 2022 as tabled be accepted.

Motion: Carried

7. Budgets & Contributions

7.1 Proposed Administrative Fund Budget

It was resolved THAT the proposed Administrative Fund Budget of \$171,261.00 (exclusive of GST) for the year 1 September 2022 to 31 August 2023 be approved.

Motion: Carried

7.2 Proposed Maintenance Fund Budget

It was resolved THAT the proposed Maintenance Fund Contributions of \$0.00 (exclusive of GST) for the year 1 September 2022 to 31 August 2023 be approved.

Motion: Carried

7.3 Contributions

It was resolved THAT the proposed contributions for the Administrative Fund and Maintenance Fund be based on Lot liability and be due and payable bi-annually in advance on 1 September 2022 and 1 March 2023 and THAT fees will continue to be collected at this rate until the next Annual General Meeting.

Motion: Carried

Note: *As accounts have already been issued at the old rate, it is intended that if any adjustment to owner contributions is applicable it will be included with the next scheduled Fee Notice issued to owners.*

8. Arrears, Penalty Interest & Cost Recovery

8.1 Penalty Interest on Arrears

It was resolved THAT pursuant to S.29 of the *Owners Corporations Act 2006* the Owners Corporation may charge interest at the maximum rate of interest payable under the *Penalty Interest Rate Act 1983* on any money owed by a member to the Owners Corporation after the due date. The Owners Corporation may charge interest at the maximum rate of interest payable under the *Owners Corporations Act 2006*.

Motion: Carried

8.2 Waiver of Interest in the First Instance

It was resolved THAT pursuant to S.29(4) of the *Owners Corporation Act 2006* the Owners Corporation Manager be delegated the power to grant a waiver of payment of interest in the instance of first offences only. All other cases must be referred to the Owners Corporation Committee for a decision.

Motion: Carried

8.3 Cost Recovery

It was resolved THAT the Owners Corporation resolve to recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and THAT the Owners Corporation also resolve that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expenses incurred by the Owners Corporation (not including the personal time cost of any person acting in an honorary capacity, including the Chairperson or a 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 Corporations Act 2006* or the *Owners Corporation Regulations 2007*.

Motion: Carried

8.4 Final Fee Notices / Letter of Demand

It was resolved THAT The Owners Corporation instruct its Manager:

- a) To send Final Fee Notice to any Lot Owner detailing all that Lot Owner's arrears of fees, Special fees, charges and contributions as soon as any such arrears remain unpaid for more than 28 days; *and*
- b) To levy against any such Lot Owner in arrears an amount of \$55.00 (inclusive of GST) in regard to the administrative processes required to collate the information required for the sending of the additional Final Fee Notice; *and*
- c) To levy against any such Lot Owner a sum to indemnify the Owners Corporation for the solicitor's costs incurred in issuing a Letter of Demand.

Motion: Carried

9. Insurance - Certificate of Currency

9.1 Strata Insurance Cover

It was resolved THAT the Strata insurance cover for the Owners Corporation be noted and THAT the renewal of the policy on the next due date be approved.

Motion: Carried

Personal/Owners Contents & Legal Liability

Note: *Members are reminded that it is their own responsibility to arrange insurance cover for public liability and personal contents inside their Lot (including carpets, curtains, and light fittings).*

9.2 Insurance Valuation

It was resolved THAT the Owners Corporation undertake an Insurance Valuation every 5 years, and the policy be adjusted to the limits of cover as recommended in the valuation. The most recent valuation on the property, valued the building at \$9,720,000.00

The next valuation is due May 2025.

Motion: Carried

10. Election of Committee of Management

10.1 Election of Committee

Pursuant to *Section 100 and 103* of the *Owners Corporation Act 2006* an Owners Corporation affecting 10 or more Lots must elect a Committee of at least 3 and not more than 7 Members. The Owners Corporation, by Ordinary Resolution may resolve that the Committee may have more than 7 Members but not more than 12 Members.

Committee Members must be Lot Owners or hold a Proxy for a Lot Owner.

If a Lot Owner is in arrears for any amount of fees or other amount owing to the Owners Corporation the Lot Owner or a Proxy for the Lot Owner is not eligible to be elected as a Member of the Committee.

Nominations will be called for and tabled at the Meeting

It was resolved THAT the following persons be elected to the Owners Corporation Committee:

Tietse Stelma	Lot 13
Roger McKinnon	Lot 17
Con Fakiris	Lot 30

Motion: Carried

Pursuant to *Sections 105, 107 and 109* of the *Owners Corporation Act 2006* The Committee is to call a meeting as soon as practicable to elect a Chairperson and Secretary of the Owners Corporation.

10.2 Committee Delegation

It was resolved THAT the Committee is delegated all the powers and functions that may be delegated under *S.11* of the *Owners Corporations Act 2006* (except for the powers or functions that require Unanimous or Special Resolutions, or the power to delegate or the powers delegated to the Manager).

Motion: Carried

11. General Business

11.1 Ground Floor Cleaning

There was a general discussion around the level of cleaning required for the common areas on the ground floor.

It was agreed that the Owners Corporation commences a periodic major scrub and clean on the ground floor rear common areas on a 6 monthly basis.

12. Close of Meeting

There being no further business, the meeting closed at 4:18pm.

369-379 King Street & 1-7 Jeffcott Street,
West Melbourne, 3003
Owners Corporation No. 1 PS635606V

ADDITIONAL OWNERS CORPORATION RULES

DEFINITIONS & INTERPRETATION:

"**Common Property**" means any common property described on the Plan of Subdivision and includes all equipment and facilities in, on, under or above such common property.

"**Developer**" means 373 King Street Pty Ltd the Developer's Mortgagee.

"**Developer's Mortgagee**" means any person who has taken from the Developer a mortgage or charge over any such Lot and each of the successors in title to those persons.

"**Development**" means all the land and improvements comprised in the Plan of Subdivision and known as 369-379 King Street & 1-7 Jeffcott Street, West Melbourne, 3003.

"**Lot**" means a Lot on the Plan of Subdivision.

"**Member**" means an owner of a Lot.

"**Model Rules**" means the rules set out in Schedule 2 of the Owners Corporations Regulations 2007.

"**Occupier**" means any person occupying or in possession of a Lot and can include a Proprietor.

"**Owners Corporation**" means Owners Corporation No. 1 PS635606V.

"**Plan of Subdivision**" means Plan of Subdivision No. PS635606V whether or not registered by the Registrar of Titles.

"**Proprietor**" means the registered owner of the freehold of a Lot on the Plan of Subdivision.

Unless the context otherwise requires:

- (i) headings are for convenience only;
- (ii) words importing the singular include the plural and vice versa;
- (iii) an expression importing a natural person includes any company, partnership, joint venture association or other Owners Corporation and any governmental authority;

- (iv) references to any gender include the others; and
- (v) a reference to a thing includes part of that thing,

MODEL RULES

The Model Rules apply in relation to the Development to the extent that they are not inconsistent with the rules set out in this document. For clarity the Model Rules are set out below.

MODEL RULES FOR AN OWNERS CORPORATION

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. MANAGEMENT AND ADMINISTRATION

2.1 *Metering of Services and apportionment of costs of services*

- (1) The Owner's 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 Owner's Corporation, the Owner's 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.

3. USE OF COMMON PROPERTY

3.1 *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 Owner's Corporation, use for his or her 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 Owner's 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.

3.2 *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.

3.3 ***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 Owner's 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 Owner's 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.

4. LOTS

4.1 ***Change of use of lots***

An Owner or Occupier of a lot must give written notification to the Owner's Corporation if the Owner or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owner's 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. BEHAVIOUR OF PERSONS

5.1 ***Behavior 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.

5.2 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 Owner's Corporation has given written permission for the noise to be made.

6. DISPUTE RESOLUTION

- (1) The grievance procedure set out in this rule applies to disputes involving a Lot Owner, Manager, or an Occupier or the Owner's 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 Owner's Corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the Owner's Corporation must be notified of any dispute by the complainant, regardless of whether the Owner's 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 Owner's 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 his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners 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.

ADDITIONAL RULES

1. USE OF PROPERTY AND COMMON PROPERTY

The common property is under the absolute control of the Owners Corporation.

1.1 A Member must not:

- (a) Obstruct the Common Property or use the common property for any purpose other than ingress and egress to and from each Lot
- (b) Cover or obstruct any lighting or illumination of the Common Property;
- (c) Place any externally visible sign on any lot without the written consent of both the Owners Corporation and the Developer (for so long as the Developer remains a Member of the Owners Corporation). If a Member is asked to remove a sign by the Owners Corporation or by the Developer and fails to do so within 24 hours of the request, the Owners Corporation or the Developer may, at that Member's expense, remove the sign.

1.2 Members may erect externally visible signs to Lots provided:

- (a) The Member has obtained the written approval of the Developer (for so long as the Developer remains a Member in respect of the location, size, design, colour scheme and layout of the sign; and
- (b) The Member has obtained written approval from the Owners Corporation in respect of the location, size, design, colour scheme and layout of the sign; and
- (c) The Member uses a contractor nominated or approved by the Owners Corporation and by 373 King St Pty Ltd the Developer (for So long as the 373 King St Pty Ltd is a member of the Owners Corporation) Developer (for so long as the Developer is a Member); and
- (d) The sign is affixed within the area designated by the Owners Corporation for that sign; and
- (e) The sign does not detract from the appearance of the property.

1.3 Each Member must give immediate notice to the Owners Corporation of any damage or defects in pipes, electrical light fittings or other fittings in the common area as soon as the Member becomes aware of such.

1.4 A Member must not use the Common Property for:

- (a) Displaying or storing of any products

- (b) Hanging of any articles of clothing
 - (c) Storage of any other item of property
 - (d) Parking of any vehicles
- 1.5 A Member must not use the common property in such a way that would unreasonably prevent or interfere with the use of it by other Members, Member's agents, employees or occupiers and must not alter, damage, deface or obstruct any part of the Common Property.
- 1.6 The Owners Corporation is not liable or responsible for any damage to a Member's property.
- 1.7 Each Member must promptly advise the Owners Corporation of:
- (a) The private address and telephone number of the Member;
 - (b) The private address and telephone number of the person authorised to make decisions for the Member if the Member is a company;
 - (c) Any change of address and phone number.
- 1.8 Members must keep all garbage and refuse in tightly sealed containers and stored inside the member's lot. Garbage containers can be placed for collection at the times designated by the Owners Corporation and in the location designated by the Owners Corporation but at all other times are not to be kept in the common area.
- 1.9 A Member must not burn any rubbish or waste in the member's lot or the Common Property.
- 1.10 The Owners Corporation may prevent or restrict access to the Common Property from time to time and may take all actions it deems necessary to prohibit undesirable persons from entering the Common Property.
- 1.11 A Member must not conduct or permit to be conducted any sale or auction on a Lot.
- 1.12 A Member must keep that member's Lot clean and in good repair at all times and must not use the Lot for any purpose which may be illegal or injurious to the appearance and amenity of the property or may cause a nuisance or hazard to another member or another Member's agents, employees and Occupiers or in a noisy, noxious immoral or offensive manner which may disturb Occupiers of other Lots.
- 1.13 A Member must not enter the plant and machinery room without the consent of the Owners Corporation

- 1.14 A Member must not make structural alternations to a lot which may affect the support and shelter of any other lot.
- 1.15 A Member must give prompt notice to the Owners Corporation of any accident on the Common Property.
- 1.16 A Member must not reproduce or allow to be reproduced any keys or access devices provided for access to the common area,
- 1.17 A Member must not carry out or allow to be carried out any structural works to the member's lot unless the member:
 - (a) has obtained the prior written approval of the Owners Corporation for those works;
 - (b) uses contractors for the works who are approved in writing by the Owners Corporation;
 - (c) obeys all reasonable directions of the Owners Corporation in relation to the works; and
 - (d) indemnifies the Owners Corporation against all loss and damage caused by the works to the property.
- 1.18 Members must ensure that all works carried out to member's lots comply with all laws.
- 1.19 If a Member is in breach of one or more of these Owners Corporation rules and the Owners Corporation has issued a notice to the Member specifying the breach or breaches and the breach or breaches are not remedied within 14 days of the issue of the notice then the Owners Corporation may do anything reasonably required to remedy the default(s) at the cost and expense of the member.

2. POWERS AND OBLIGATIONS

- 2.1 A Member must incorporate these rules (as they are amended from time to time) in any lease, license or other occupancy agreement granted over the Member's Lot.
- 2.2 The Owners Corporation may appoint a person to manage the affairs of the Owners Corporation on any terms and conditions the Owners Corporation considers appropriate.
- 2.3 The Owners Corporation may permit the Manager to do on behalf of the Owners Corporation anything that the Owners Corporation may lawfully permit the Manager to do.

3. SPECIAL RULES FOR THE DEVELOPER

- 3.1 Save as provided in this Rule, nothing in these Rules will prevent or hinder the Developer from completing construction of and improvements on and to the Lots and Common Property and without limitation the Developer may at any time or times (and whether in one or more stages):
- (a) create additional Lots and additional Owners Corporation, consolidate Lots and vary the boundaries of Lots and of Common Property;
 - (b) cause to be carried out all and any building, construction and fitting out works on or to the Building, including its external walls, its services, fixtures, fittings and finishes;
 - (c) erect scaffolding and erect or employ lifts and cranes on and near the Common Property and exterior of the Building;
 - (d) construct one or more additional floors, mezzanine levels or other improvements on the Building and, or construct one or more additional buildings;
 - (e) stack or store building materials on any Lot or the Common Property or near the front or rear of the Building; and
 - (f) use in any way it considers necessary any part of the Common Property to facilitate completion of building, construction or fitting out works.
- 3.2 In exercising these special rights, the Developer must:
- (a) first obtain all requisite permits approvals and consents under all relevant laws from all relevant authorities;
 - (b) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy;
 - (c) ensure that such works are undertaken strictly in accordance with all permits approvals and consents and all conditions thereof;
 - (d) use reasonable endeavours to avoid unnecessary annoyance, disturbance and inconvenience from building operations to other Proprietors and Occupiers;
 - (e) supply to the Owners Corporation upon request such particulars of the proposed works as the Owners Corporation reasonably requests; and
 - (f) upon completion of the works where practical pass to the Owners Corporation the benefit of all warranties and guarantees in respect of works carried out on or to the Common Property.

- 3.3 Nothing in these Rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may at any time:
- (a) use any Lot as a display Lot or office to assist in the marketing and sale of other Lots;
 - (b) place anywhere on the Common Property signs and other materials relating to the marketing and sale of Lots;
 - (c) conduct in a Lot or anywhere on the Common Property any inspection or auction sale of a Lot; and
 - (d) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots.
- 3.4 Every Proprietor and Occupier hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Proprietor or Occupier.
- 3.5 The Owners Corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of and improvements on and to the Lots and Common Property by the Developer and sale by the Developer of Lots and without limitation the Owners Corporation must for those purposes sign all necessary consents to permits required by the Developer and must close off from access by Proprietors and Occupiers parts of the Common Property when it is necessary to do so.

MODEL RULES FOR AN OWNERS CORPORATION

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) Sub rule (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 his or her own purposes as a garden any portion of the common property.
- (3) An approval under sub rule (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 sub rule (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 sub rule (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) Sub rule (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 his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners 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**.

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 THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.