
Model Rules

OWNERS CORPORATION REGULATIONS 2007

SCHEDULE 2

REGULATION 8

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 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 good 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.

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 owners 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 Owners 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) Subrule (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 the purpose of 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 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 scheme, 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 owners corporation if the owner or occupier changes the existing use of the lots 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. Behaviour of persons

5.1. 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.

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 making of a noise if the owners 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 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.

FOREST GARDENS ESTATE

Plan No: 407083B

- 7) If the dispute is not resolved, the grievance committee or owners corporation must notify each part of his or her rights 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 of the Owners Corporation

These rules are made by Owners Corporation Plan No: 407083B for Forest Gardens Estate.

The Owners Corporations Act (Vic) 2006 and the Owners Corporations Regulations 2007 provides for the powers of the Owners Corporation, the general duties of members, meetings and the administration of the Owners Corporation, insurance and other miscellaneous matters. These rules must be read in conjunction with the Act and the Regulations.

1. Definitions

In these rules:

"Act" means the Owners Corporations Act (Vic) 2006 and includes the Owners Corporations Regulations 2007:

"Owners Corporation" means the common property shown as common property on Plan No: 407083B:

"Forest Gardens Estate" means the land affected by the Owners Corporation and includes all Lots:

"Government Agency" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity:

"Lot" means a lot shown on Plan No 407083B:

"Manager" means the manager appointed from time to time by the Owners Corporation under Part 6, Section 199 of the Owners Corporations Act 2006:

"Member" means a member of the Owners Corporation:

"Special Resolution" has the same meaning as in the Owners Corporations Act 2006.

2. Vehicles

- a) Except where a By-Law made authorises a Member to do so, a Member or occupier of a Lot must not park or stand any motor vehicle upon Common Property except with the consent in writing of the Owners Corporation.

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- b) The Owners Corporation may permit any Manager for the time being to use as a car space parts of the Common Property as the Owners Corporation in its discretion see fits.

3. Private roads and other common property

The private roadways, pathways, drives in the Common Property and any easement giving access to the Land must not be obstructed by any Member the tenants, guests, servants, employees, agents, children, licensees of any Member or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided. A Member or occupier of a Lot must not:

- a) Drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight into or over the Common Property other than vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicle entitled to use the Common Property by any statute and/or local authority ordinances;
- b) Permit any invitees' vehicles or motor bikes to be parked on the roadways forming part of the Common Area at any time. Any invitees must park their vehicles in the visitors parking bays on the Common Property, and may use that area only for its intended purpose of casual parking;
- c) Permit any caravan, campervan, boat, trailer, mobile home or any other vehicle or structure determined by the Owners Corporation from time to time onto over or throughout the Common Area or on any Lot unless it is housed in a garage and is not visible from any part of the Common Area;
- d) Permit any occupation of a caravan on a Lot;
- e) Permit the riding of skateboards, roller blades, skates, carts or other similar means of transport on or over the Common Property, in driveways or on footpaths. The riding of bicycles on the roadways is permitted.

4. Obstruction

A Member or occupier must not obstruct lawful use of Common Property by any person.

5. Damage to lawns, etc on common property

A Member or occupier of a Lot must not:

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- a) Damage any lawn, garden, tree, shrub, plant, or flower bearing part of or situated upon Common Property; or
 - b) Except with the consent in writing of the Owners Corporation, use for his own purposes as a garden any portion of the Common Property.

6. Damage to common property

A Member or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Owners Corporation. This by-law does not prevent a Member or person authorised by him from installing:

- a) Any locking or other safety device for protection of his Lot against intruders; or
- b) Any screen or other device to prevent entry of animals or insects upon his Lot.

PROVIDED THAT the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Member and does not detract from the amenity of the building.

7. Depositing rubbish, etc on common property

A Member or occupier of a Lot must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Member or occupier of another Lot or any person lawfully using the Common Property.

8. Garbage disposal

A Member or occupier of a Lot must:

- a) Save where the Owners Corporation provides some means of disposal of garbage, maintain within his Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in a clean and tidy condition and adequately covered a receptacle for garbage.
- b) Comply with all requirements of Governmental Agencies relating to the disposal of garbage.

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- c) Ensure that the health hygiene and comfort of the Member or occupier of any other Lot is not adversely affected by his disposal of garbage.

9. Appearance of buildings and signs

- a) A Member or Occupier of a Lot must not, except with the consent of in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his Lot in such a way as to be visible from the Common Property or any other Lot. The hanging of clothing to dry naturally is permitted only in the areas designated by the Owners Corporation where facilities are supplied for these needs.
- b) The Manager must be permitted without the consent of the Owners Corporation Committee to display reasonable signs or notices on any Lot for the purpose of offering for sale or lease or letting any Lot, provided that those signs must be of a standard that shall not detract from the overall appearance of Forest Gardens Estate.

10. Keeping of animals

Subject to local authority requirements and **Rule 11(C)** a Member or Occupier of a Lot may keep one small domestic animal upon his Lot or any property for which he has exclusive use.

11. Use of Lots

A Member must not;

- a) Use or permit the Lot to be used for any purpose which may be illegal or injurious to the reputation of Forest Gardens Estate or may cause a nuisance or hazard to any other Member or occupier of any Lot or the invitees of any such Member or occupier;
- b) Make or permit to be made any noise on the Member's Lot which may be heard outside that Member's Lot between the hours of midnight and 8.00am;
- c) Keep any animal on the Lot after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance; and
- d) Do or permit anything which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation.

12. Use of Forest Gardens Estate

A Member must not:

- a) Use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with or prevent its use by any other Member or any occupier of any Lot or the invitees of such Member or occupier;
- b) Make or permit to be made any undue noise in or about the Common Property;
- c) Do or allow to be done anything on the Common Property which causes a nuisance to the Owners Corporation or a Member or any occupier of a Member's Lot;
- d) Install any blind or awning on the Common Property other than with the approval of the Owners Corporation which approval may be withdrawn at any time by notice in writing upon which the blinds or awning must be removed within 7 days after consent being withdrawn and the Member or occupier must at its expense comply with the request of the Owners Corporation made in connection with the blinds or awnings;
- e) Hold or allow to be held any public auction on or near the Common Property;
- f) Do or permit anything which might cause structural damage to Forest Gardens Estate including, without limitation, bringing any heavy article onto Forest Gardens Estate without the consent of the Owners Corporation;
- g) Interfere with any personal property vested in the Common Property;
- h) Move any article likely to cause damage or obstruction through Common Property without first notifying the Managing Agent in sufficient time to enable the Managing Agent to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary; and
- i) Use the Common Property other than in accordance with the directions of the Managing Agent, and in the absence of any such directions in accordance with the directions of the Owners Corporation.

13. Security

- a) Each Member must comply with the reasonable requirements of the Managing Agent regarding the security of the Common Property;
- b) The Owners Corporation must take all reasonable steps to ensure the security of Forest Gardens Estate from intruders and to preserve the safety of Forest Gardens from fire or other hazard and if it considers it necessary or desirable it may, without limitation:
 - i. Close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; and
 - ii. Permit, to the exclusion of Members any part of the Common Property to be used by any security person as a means of monitoring the security of Forest Gardens Estate.
- c) The Owners Corporation may make rules and regulations to ensure the security of Forest Gardens Estate from intruders.
- d) If the Owners Corporation restricts the access of Members under these rules the Owners Corporation must make available to each Member free of charge the number of security keys which the Owners Corporation considers reasonably necessary. The Owners Corporation may charge a reasonable fee for any additional security keys required by a Member.
- e) A Member must exercise a high degree of caution and responsibility in making a security key available for use by an occupier of a Lot without limitation entering into an appropriate agreement in any lease or licence agreement of the Lot to ensure return of the security keys to the Member or the Managing Agent upon expiry of the occupier's lease or licence.
- f) A Member in possession of a security key:
 - i. Must not duplicate or permit the security key to be duplicated; and
 - ii. Must take all reasonable steps to ensure that the security key is not lost or handed to any person other than another Member

and is not disposed of otherwise than by returning to the Member or the Managing Agent.

- g) A Member must promptly notify the Managing Agent if a security key is lost or destroyed.

14. Notification

Each Member must advise the Managing Agent of an out of normal business hours contact address and telephone number for each lessee of the Member's Lot or any part of it and must promptly advise the Managing Agent of any change in such address or telephone number.

15. Owners Corporation Fees

- a) The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid quarterly in advance by each Member according to their unit entitlement or before 1 July each year.
- b) Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- c) If any fees remain outstanding after the date specified in rule **15(a)** and **15(b)** the Owners Corporation may charge interest on such fees at a rate 2% above the rate set by the Penalty Interest Rates Act 1983.

16. Compliance with Laws

A Member must at the Member's expense promptly comply with all laws relating to the Lot including any requirements notices and orders of a Governmental Agency.

17. Appearance of a Lot

- a) A Member must not without the prior written consent of the Owners Corporation 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 Forest Gardens Estate.
- b) A Member must not:
 - i. Operate or permit to be operated on Forest Gardens Estate any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of Forest Gardens Estate; and

- ii. Without the prior written consent of the Owners Corporation attach to or hang from the exterior of Forest Gardens Estate any aerial or any security device or wires.
- c) A Member must not display or hang any item (including, without limitation, clothing or towels) on or from any balcony on the Lot.

18. Fire Control

- a) A Member must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire escape.
- b) The Owners Corporation or a Member must, in respect of Forest Gardens Estate or the Lot, as appropriate consult with any Governmental Agency as to an appropriate fire alarm and fire sprinkler system for the Lot.

19. Insurance

- a) The Owners Corporation shall effect and keep current in respect of all improvements made to the lots and the Common Property, property damage and public liability insurance in the joint names of those persons recorded from time to time on the roll as Members in an amount nominated by the Owners Corporation from time to time. The insurance shall be taken out with a reputable insurance company and will cover the rebuilding and/or repair of the buildings and improvements due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.
- b) All insurance premiums payable by the Owners Corporation under this by-law must be paid from Owners Corporation fees.
- c) A Proprietor shall be responsible for the insurance of the contents of its Lot including, fixtures, electrical equipment, carpets and drapes within its Lot as well as insurance for public liability.

20. Correspondence

All complaints or applications to the Owners Corporation must be addressed in writing to the Secretary of the Owners Corporation.

21. Rights of Entry

A Member or Occupier of a Lot, upon receiving reasonable notice from Owners Corporation, must allow the Owners Corporation or any contractors, sub-contractors, workmen or other persons authorised by

it, the right of access to his Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his Lot or to an adjoining Lot.

22. Dividing fences

A Proprietor of a Lot shall not without the consent in writing of the Owners Corporation erect any fence on the Lot unless it is of construction approved by the Owners Corporation.

23. Display Lot

While VILLA WORLD LIMITED remains a proprietor, occupier or lessee of any Lot, it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains a proprietor as a display Lot and shall be entitled to allow prospective purchasers to inspect that Lot and shall be entitled to use such signs advertising or display material in or about the Lot and Common Property as it thinks fit. Signs must be attractive and tasteful having regard to the general appearance of Forest Gardens Estate and must not at any time, and from time to time, be more in terms of number and size than is reasonably necessary.

24. Alterations to Lots and Common Property

- a) A Member or occupier of a Lot must not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuildings of any kind within or upon a Lot or on Common Property without the written approval of the Owners Corporation.
- b) Any alteration made to Common Property or fixture or fitting attached to Common Property by any Member or occupier of a Lot, whether made or attached with or without the approval of the Owners Corporation, must unless otherwise provided by resolution of a general meeting or of a meeting of the Owners Corporation, be repaired and maintained by the Member or occupier for the time being of the Lot which obtained the approval.

25. Maintenance of Lots

Each Member is responsible for the maintenance of his Lot and must ensure that his Lot is so kept and maintained as not to be offensive in appearance to other Lot owners throughout the accumulation of excess rubbish or otherwise.

26. Behaviour of invitees

- a) A Member or occupier of a Lot must take all reasonable steps to ensure that his invitees do not behave in a manner likely to

interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.

- b) A Member or occupier of a Lot is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of **Rule 26(1)**.
- c) The duties and obligations imposed by these By-Laws on a Member of a Lot must be observed not only by the Member or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of the Member or the occupier.
- d) Where the Owners Corporation expends money to make good damage caused by a breach of the Act, the Regulations, or of these Rules by any Member or occupier of a Lot or the guests, servants, employees, agents, children, invitees, or licensees of the Member or occupier of a Lot or any of them, the Owners Corporation shall be entitled to recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

27. Instructions to Contractors

A Member or occupier of a Lot must not directly instruct any contractor or workmen employed by the Owners Corporation unless so authorised.

28. Barbecues

The barbecue areas on the Common Property must not be used between the hours of 10.00pm and 7.00am without the consent of the Owners Corporation.

29. Management and letting unit

- a) During such time as the Managing Agent has the written approval of the Owners Corporation and any Governmental consent then Lot 21 in Stage 2 or any other lot nominated by Villa World Ltd may be used both for the purposes of management of Forest Gardens Estate and for the sale and letting of Lots on behalf of the Members and rendering of such services to occupants of Lots as are authorised in writing by the Owners Corporation.
- b) The Owners Corporation has the power to grant the right to carry on upon the property the business of letting of Lots and for that purpose to enter into an appropriate agreement on such terms and conditions as the Owners Corporation thinks appropriate.