

Owners Corporation Notification of Making, Amendment or Revocation of Rules

Section 142 Owners Corporation Act 2006

AJ485060X



Lodged by:

Name: SEP'TIMUS JONES & LEE
Phone: 9613 6555
Address: Level 5/99 William Street
Melbourne
Reference: AFF:233507-230
Customer Code: 1880 H

Owners Corporation Number: 1 Plan Number: PS641855N

Supplied with this notification is:

1. The consolidated copy of the Rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 8 November 2011 under Section 138 of the Owners Corporations Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Date: 3/2/2012

Signature of applicant:



The common seal of Owners Corporation Number:

Plan Number: 641855N

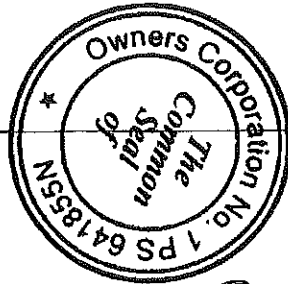
as affixed in accordance with Section 21 of the
Owners Corporation Act 2006 in the presence of:



Signature of Director of Cartagen Properties Pty
Ltd, for Lots 101 to 140

Full Name: Elaine May

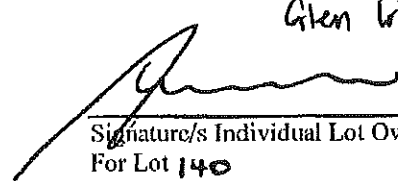
Usual Address: 1 Watana Rd
Glen Iris



Signature of Secretary of Cartagen Properties Pty
Ltd, for Lots 101 to 140

Full Name: Shirley Mares Burnell

Usual Address: 37A Beech Street
Caulfield south Vic



Signature/s Individual Lot Owner/s
For Lot 140

Order to Register

OCN

Please register and issue Certificate of Title to

Signed

Customer Code

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THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

I certify that this is a copy of the rules of the said Owners Corporation incorporating the amendment as reserved on the 8th day of November 2011.

x 
Secretary/Owners Corporation Manager

**Proposed Owners Corporation Rules
Jackson's View
Plan of Subdivision 641855N**



1 Health Safety and Security

1.1 General

- 1.1.1 An owner or occupier of a Lot must not use the Common Property, or permit the Common Property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of an owner, occupier, or user of another Lot or any person who enters upon the Common Property.
- 1.1.2 The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of owners and occupiers of Lots and all persons who are entitled to use the Common Property is not compromised.
- 1.1.3 An owner or occupier of a Lot must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.
- 1.1.4 If an owner or occupier of a Lot fails to comply with rule 1.1.3 the Owners Corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the owner or occupier.
- 1.1.5 An owner or occupier of a Lot must not use or interfere or tamper with any fire safety equipment on the Common Property except in the case of an emergency.

1.2 Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe.

- 1.2.1 An owner or occupier of a Lot must not permit any child under the age of 14 years, and over whom the owner or occupier has control, to remain unaccompanied by a responsible adult on any part of the Common Property from which they can access a pool or any other area of possible danger or hazard.

1.3 Storage and use of flammable liquids and dangerous substances and materials

- 1.3.1 An owner or occupier of a Lot must not use or store on the Common Property any flammable chemical, liquid or gas or other flammable material, except chemicals, liquids, gases or other material used or

intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine or a barbeque which is part of the Common Property or belongs to the Owners Corporation.

- 1.3.2 An owner or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle which is owned by them or under their control onto the Common Property, or to allow such leakages within a Lot to spread to the Common Property (e.g by pedestrian or vehicular traffic). In the event of breach of this rule causing damage to, or the dirtying of Common Property, the Owners Corporation may clean the leaked substance from the Common Property and from the Lot on which it is located and recover the costs of doing so from the Lot owner or occupier.

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2 Management and Administration

2.1 Metering of services and apportionment of costs of services

- 2.1.1 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, except in the case where a manager is appointed and that manager is entitled pursuant to their contract of appointment with the Owners Corporation, to charge a fee in relation to seeking such reimbursement.

2.2 Management and administration of Common Property and Services

- 2.2.1 Nothing in these rules shall prevent or hinder the Developer from completing construction of improvements and development of the land affected by the Owners Corporation which is owned by the Developer. Without limitation, the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing and sale of other Lots;
- (b) place anywhere on the Common Property signs and other materials relating to the sale of Lots;
- (c) conduct in a Lot or on Common Property an auction sale of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of the subdivision and construction of works;

subject to the Developer's obligations under the Act.

- 2.2.2 The Owners Corporation must sign all necessary consents to permits and/or applications required by the Developer and must close off from access by the public and Lot owners and occupiers any part of the

Common Property when it is necessary to do so to facilitate the construction and subdivision by the Developer.

2.2.3 An owner 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:

(a) the structural integrity of any part of the Common Property is impaired;

(b) the provision of services through the Lot or the Common Property is interfered with in any way (except temporarily as consented to by the Owners Corporation and the owner and occupier of any Lot affected); or

(c) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with.

2.2.4 An owner or occupier of a Lot must not cause a false fire alarm on or in relation to the Common Property. If this rule is breached and the Owners Corporation incurs a fee or fine as a result, then the amount of such fee or fine may be recovered from the owner or occupier who caused the false alarm.

2.2.5 Any consent given by the Owners Corporation may be qualified or conditional.

2.2.6 An owner or occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these rules at all times.

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3 Use of Common Property

3.1 General

3.1.1 An owner or occupier of a Lot must not obstruct or prevent the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property, or use the Common Property, or allow the Common Property to be used by any other person in such a manner as to unreasonably interfere with the quiet enjoyment of any person entitled to use the Common Property.

3.1.2 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 or for any other purpose, any portion of the Common Property.

3.1.3 An approval under 3.1.2 may state a period for which the approval is granted.

3.1.4 An owner or occupier of a Lot must not place any signage or hoarding on the Common Property without the written approval of the Owners Corporation.

3.1.5 An owner and/or occupier must always follow the directions of the Owners Corporation when using any Common Property. This includes all directions which are signposted in or around the Common Property.

3.2 Deposit of rubbish and other material on Common Property

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3.2.1 No rubbish or waste shall be placed on Common Property without the written approval of the Owners Corporation.

3.3 *Vehicles and parking on Common Property*

3.3.1 An owner or occupier of a Lot must not, except in the case of 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 situated on Common Property other than a parking area specified for that purpose by the Owners Corporation; or
- (d) in any place situated on Common Property specified for the purposes of short term visitors parking by the Owners Corporation, except for that purpose; or
- (e) on the driveway of any Lot if the vehicle overhangs the Lot.

3.3.2 An owner or occupier of a Lot shall not drive any motor vehicle, and shall not allow any vehicle to be driven, on the Common Property in any direction other than as specified by signage, or at any speed higher than indicated on any signage or as otherwise directed by the Owners Corporation.

3.4 *Damage to Common Property*

3.4.1 An owner or occupier of a Lot must not mark, paint, damage or alter the Common Property without the written approval and direction of the Owners Corporation.

3.4.2 An owner or occupier of a Lot must not alter or damage in any way a structure that forms part of the Common Property without the written approval and direction of the Owners Corporation.

3.4.3 Any approval or direction under 3.4.1 or 3.4.2 may state a period for which the approval is granted and specify the works and conditions to which the approval is subject.

3.4.4 An owner or occupier of a Lot must notify the Owners Corporation as soon as possible after becoming aware of any damage to the Common Property.

3.5 *Fencing on Common Property*

3.5.1 If there is a restriction on a plan of subdivision which regulates the fencing on a boundary between Common Property and a Lot, and a Lot owner or occupier erects a fence which does not comply with that restriction, then the Owners Corporation may remove the fence and

replace it with a fence which does comply with the restriction, or take any other action to enable the fence to comply with the restriction, and the cost of doing so shall be recoverable from the Lot owner. This rule shall apply even if the Owners Corporation does not have the benefit of the restriction under the plan of subdivision.

4 Behaviour of Persons

4.1 Behaviour of owners, occupiers and Invitees on Common Property

4.1.1 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.

4.2 Noise and other nuisance control

4.2.1 An owner or occupier of a Lot, or a guest of an owner or occupier of a Lot must not unreasonably create or permit to be unreasonably created any noise on the Common Property likely to interfere with the peaceful enjoyment of any Lot owner or occupier or any other person entitled to use the Common Property.

4.2.2 Rule 4.2.1 does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

5 Recreational Facilities

5.1 Each Lot Owner and Occupier of a Lot must observe the following rules in relation to the recreational facilities in the Development and must ensure that any invitee does not use the recreational facilities except in accordance with the following rules or such other rules as determined pursuant to rule 6.

5.1.1 Invitees to be accompanied.

Lot Owners and Occupier's invitees must only use the recreational facilities if accompanied by an Owner or Occupier of a Lot.

1.2 Alcohol

Alcohol is not to be taken into or consumed around the recreational facilities without the prior consent of the Owners Corporation.

5.1.3 Smoking

Smoking is not permitted inside any buildings forming part of the recreational facilities.

5.1.4 Behaviour

No person is permitted to behave in a manner in the vicinity of the recreational facilities which interferes with the use and enjoyment of those recreational facilities by any other person.

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5.1.5 *Clothing*

Suitable clothing must be worn in the recreational facilities at all times.

5.1.6 *Risk*

All users of the recreational facility do so at their own risk.

5.1.7 *Notification of Damage*

A Lot Owner or Occupier must promptly notify the Owners Corporation or the Owners Corporation Manager on becoming aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation.

5.1.8 *Compensation*

A Lot Owner or Occupier must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that person or its invitees.

5.1.9 *Obey Directions*

Each Lot Owner or Occupier and their invitees must obey any lawful direction given to them by the Owners Corporation.

5.1.10 *Access Fee*

The Owners Corporation may charge a fee for the provision of access keys to the recreational facilities.

5.1.11 *Keys*

A Lot Owner or Occupier may not provide any key to the recreational facilities to any person who is not a Lot Owner or Occupier.

5.1.12 *No Commercial Activity*

A Lot Owner or Occupier is not permitted to conduct a business from the recreational facility.

5.1.13 *Swimming Pool*

A Lot Owner or Occupier must not without proper authority from the Committee operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the swimming pool.

5.1.14 *Barbecue Facilities*

The barbecue facilities constructed on the Common Property are to be used in accordance with the following rules:

- If the facilities are in use, those persons already using them will make reasonable efforts to accommodate their use (particularly the cooking facilities) by those who arrive later, on a shared basis if reasonably practicable but otherwise as soon as



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practicable.

- Persons below the age of 16 may not in any circumstances operate the cooking apparatus
- Persons over the age of 16 and not yet 18 may only operate the cooking apparatus under the supervision of lot owner or occupier over the age of 18 years.
- All facilities must be cleaned appropriately after use.

5.1.15 *Pets & Animals*

A Lot Owner or Occupier must not allow any pet or animal to be brought onto the Common Property.

6 *Recreational Facilities Rules*

6.1 *Additional Rules*

6.1.1 The Owners Corporation may from time to time make regulations relating to the use of the recreational facilities on the condition that the regulations are not inconsistent with these Rules.

6.2 *Breach*

6.2.1 A breach of any rules made by the Owners Corporation pursuant to Rule 6.1 will be deemed to be a breach of these Rules.

7 *Dispute Resolution*

7.1 *Grievance Procedure*

7.1.1 The grievance procedure set out in this rule applies to disputes involving a Lot owner, an occupier of a Lot, the Manager or the Owners Corporation.

7.1.2 A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute. If the person making the complaint ("complainant") does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party, and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days.

7.1.3 The complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

7.1.4 The person about whom a complaint is made ("respondent") may respond in writing to the grievance committee of the Owners

Corporation, or the Owners Corporation if there is no grievance committee within 14 days of the date on which the respondent receives the written complaint.

- 7.1.5 The respondent may request, at the time of making the complaint, that the complainant attend a meeting with the respondent and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.
- 7.1.6 If either the complainant or the respondent requests a meeting as referred to above, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee must invite each of the parties to attend a meeting to discuss the dispute, in good faith with a view to resolving the dispute. The grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee may call such a meeting even if neither the complainant nor the respondent has requested one.
- 7.1.7 If the respondent does not respond within the time frame referred to at 6.1.4, then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they have, in accordance with the Act.
- 7.1.8 If the grievance committee or the Owners Corporation if there is no grievance committee determines not to hold a meeting (in the absence of a request from either party)_then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 7.1.9 If any party refuses to attend a meeting as arranged under rule 7.1.6 or does not attend such meeting (having been given reasonable notice) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 7.1.10 A party to the dispute may appoint a person to assist them at any meeting organised pursuant to 7.1.6.
- 7.1.11 If the dispute is not resolved within a reasonable period of time, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.
- 7.1.12 The process outlined in this rule 7 is separate from and does not limit any further action under Part 10 of the Act.

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8 Committees and Subcommittees

8.1 Functions, powers and reporting of the committees and subcommittees

- 8.1.1 An ordinary resolution at general meeting is required for the following decisions (which may therefore not be delegated to a committee or otherwise):

- (a) whether to appoint a manager of the Owners Corporation; and
- (b) who to appoint as the manager of the Owners Corporation; and
- (c) whether to revoke an appointment of a manager of the Owners Corporation.

In these rules:

"**a Lot**" means any Lot affected by the Owners Corporation.

"**the Act**" means the *Owners Corporation Act 2006 (Vic)*.

"**the Developer**" means Cartagen Properties Pty Ltd and their mortgagee and/or chargee in respect of any Lot, and any successor in title of those entities.

"**Special Resolution**" means a resolution made in accordance with Section 96 of the Act.



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