

Subdivision (Body Corporate) Regulations 2001
S.R. No. 28/2001

The Knight Body Corporate Professionals
PO Box 44
GLENHUNTLY Vic 3163

Code: 12260D

SCHEDULE

FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001
Subdivision Act 1988

STANDARD RULES

Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not—

- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;
- (c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
- (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.;
- (f) keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.



BODY CORPORATE RULES

Yarra Falls Residential Development

8 Trenerry Crescent, Abbotsford

PS 501242H

At any and all places in these rules where it refers to the Body Corporate it may also mean a Committee of Management or a Body Corporate Manager which has been duly appointed and delegated by the Body Corporate and in particular to set the terms and conditions referred to in any of these rules.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other member or occupant of his lot or the common property would be unreasonably prejudiced or affected. Such consent should be in writing.

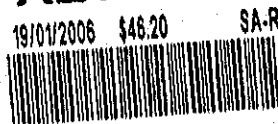
A consent given by the Body Corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, conditions evidenced by a minute of a resolution that the Member or Occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges which may be given to any person or persons by the Body Corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.



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1. Interpretation

1.1 Definitions

In these rules:

Act means the Subdivision Act 2001.

Body Corporate means Body Corporate on Plan No. PS 501242H.

Buildings means all and any buildings, structures or improvement comprised in the Development.

Car Parking Area or **Car Parking Space** means any area or areas set aside for parking of vehicles whether part of the Common Property, part of a Lot or a separate Lot.

Common Property means any common property described on the Plan of Subdivision.

Development means all the land and improvements comprised in Plan of Subdivision No. PS 501242H and known as: Yarra Falls Residential Development, 8 Trenerry Crescent, Abbotsford.

Lots or Units or Accessory Unit means a Lot or Lots on the Plan of Subdivision.

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

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

Plan of Subdivision means Plan of Subdivision No. PS 501242H.

Regulations means the Subdivision (Body Corporate) Regulations 2001.

Title means Certificate of Title Volume 10593 Follo 902.

2. Use

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

- (a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or Occupants of Lots or their families or visitors;
- (b) use or permit a Lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier;
- (c) use or occupy any Lot or Lots for a use or in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan of Subdivision;
- (d) cause interference with television, radio reception, or communication equipment;
- (e) neglect maintenance of their Lot and Car Parking Space at all times;

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- (f) allow anything to be done to endanger or increase the cost of the insurance of the Building or public liability insurance for the Common Property. The amount of any loading or increase in premium must be paid by the responsible Owner or Occupier for the period that the loading or increase applies; or

3. Vehicles, Driveways and Car Parking Areas

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

- (a) drive or operate any motor vehicle on any internal road surface in excess of 8kph;
- (b) drive, operate or park any motor vehicle on any internal road surface other than in accordance with directions given orally or published from time to time by the Body Corporate;
- (c) use or permit to be used any part of the Member's car park(s) (if any) otherwise than for the purpose of parking a motor vehicle or motor cycle or permit any mechanical repairs, except of an emergency nature, be performed on any vehicle so parked, and not to assign, sub-let or grant any licence to any person to use such car park(s) without the consent in writing of the Body Corporate;
- (d) wash any vehicle in any area or Car Parking Space or any Common Property whatsoever;
- (e) allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and free of any oil grease and fluids of any kind. Any build up or discharge is to be removed immediately upon notification by the Body Corporate. Should the Member fail to remove the build up or discharge, reimbursement must be made to the Body Corporate for the cost of cleaning or removing any oil stains to the Common Property;
- (f) allow any structure including storage cupboards to be erected within the Car Park Lot area without the written consent of the Body Corporate. No flammable products may be stored within the Car Parking Area;
- (g) park or leave a vehicle or other property so as to obstruct a driveway or entrance to a Lot or that would obstruct or reduce the efficient and safe passage of traffic and the same applies to guests, invitees or trades people who may, from time to time, frequent the property. The Body Corporate reserves the right to remove offending vehicles;
- (h) permit bicycling, roller blading, skateboarding, roller skating, or ball games in the Car Parking Areas, driveways, or access pathways or any part of the Common Property;
- (i) interfere with the operation, function or control of the electronic automatic doors and or gates;
- (j) allow children to play in areas of Common Property, Car Parking Areas or other areas of possible danger or hazard;
- (k) allow heavy vehicles on the Common Property without the written consent of the Body Corporate;
- (l) use the fire escape or stairwells other than for emergency purposes;
- (m) allow the loading and unloading of vehicles other than entirely within the Development at such locations and at such times as to cause minimum interference

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with other vehicular traffic and strictly in accordance with the regulations made by the Body Corporate from time to time;

4. Noise

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

- (a) create upon the Members Lot any noise reasonably likely to be objected to or which would be reasonably likely to interfere with the peaceful enjoyment of the Member or Occupier of another Lot or of any person lawfully using Common Property;
- (b) make or permit to be made noise from music or machinery which may be heard outside the Member's Lot during the following times:
 - (i) Sunday, Monday, Tuesday, Wednesday and Thursday: between 10.00p.m. and 8.00a.m.; and
 - (ii) Friday and Saturday 11.00p.m. and 8.00a.m.;
 - (iii) Saturday 11.59p.m. and 8.00a.m.;
- (c) washing machines, vacuum cleaners, tumble dryers and dishwashers are not used between the hours of 10.00 p.m. and 8.00 a.m; or
- (d) make or permit to be made any undue noise in or about the Common Property any Lot.

5. Animals

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

- (a) keep any animal on the Common Property or a Member's Lot after being given notice by the Body Corporate to remove the animal after the Body Corporate has resolved that the animal is causing a nuisance;
- (b) allow any animal belonging to them to urinate or defecate on common areas such as gardens, paths and grass area;
- (c) fail to clean up after any animal debris or make good damage to any Common Property; or
- (d) allow any animal belonging to them to be in any common area unless kept on a lead or carried in a cage.

6. Signage

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

- (a) display any place card advertisement or sign on the Common Property for any reason or purpose; or
- (b) place signage promoting Sale of any Lot on any surface within the Building without the written consent of the Body Corporate.

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7. Balconies, Patios, Garden Areas and Any Exterior Building Surfaces

- (a) A Member must not, and must ensure that the Occupier of a Member's Lot does not:
- (i) hang clothes, store bicycles or other articles from or on the outside of a Member's Lot or the Common Property or on or from the balcony, porch, entrance or landing of a Member's Lot or the Common Property;
 - (ii) without prior written consent of the Body Corporate maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
 - (iii) install any fly wire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so from the Body Corporate and provided that such permission complies with the standards established by the Body Corporate and governing authorities;
 - (iv) change the color or material of any external surface without first having obtained written consent of the Body Corporate and then only in accordance with the terms and conditions specified in such consent;
 - (v) keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Members or Occupiers and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of their Lots by the Occupiers of those Lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other Lots;
 - (vi) construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony or place on any terrace patio or balcony any spas hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without having first obtained written consent of the Body Corporate and governing authorities;
 - (vii) construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Body Corporate;
 - (viii) operate or permit to be operated on the Lot or within it, any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Building; or
 - (ix) affix or install or permit to affix or install any blinds, awnings, screens or other attachments to the interior window of a lot unless that blind, awning, screen or other attachment is of an off white colour facing outwards.
- (b) It is acknowledged that the balconies attached to Lots 25A and 25B are not included in the titles to those Lots, do not form part of the Common Property and are not shown on the Plan of Subdivision but are intended to be used exclusively by the respective Lot Owners or Occupiers. The relevant Lot Owners and the Body Corporate respectively will have the same respective liabilities for insurances and maintenance of the balconies as they would have had if the balconies were included on the Plan of Subdivision as part of the respective Lots.

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8. Common Facilities

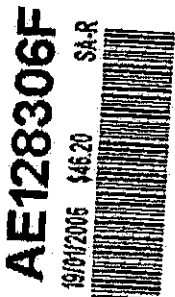
A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) breach any rules & regulations pertaining to each common facility and not remove any item, equipment or other such things that are and shall remain the property of the Body Corporate from any facility for any reason whatsoever and must use all reasonable endeavors to ensure that those articles are used only for their intended use and not damaged;
- (b) do anything which may prejudice the security or safety of the Common Property or any person in or about the Building;
- (c) interfere with the operation of any plant and equipment owned by the Body Corporate installed on the Common Property;
- (d) modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Body Corporate;
- (e) enter any building services room or area;
- (f) store any materials or goods on the Common Property or any part of the Common Property without the written consent of the Body Corporate;
- (g) fail to reimburse the Body Corporate the cost of cleaning the common areas or rectifying any damage to the common areas caused by the Member, Occupier, visitor or guest;
- (h) mark, paint, damage or deface any property owned by the Body Corporate;
- (i) permit any bicycle to be stored other than in the areas of the Common Property that may be designated by the Body Corporate for such purpose and fitted with bicycle racks from time to time.

9. Waste Storage and Collection

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

- (a) deposit household rubbish, waste or garbage and recyclables in receptacles other than those provided by the Body Corporate for that purpose and in conformity with the hygiene regulations of the Body Corporate and the Municipal Authority as determined from time to time and to remove such refuse from the Member's Lot only in accordance with such regulations and at such times as shall be designated acceptable to the Body Corporate and to ensure that all garbage of a wet nature shall be appropriately restrained and wrapped to prevent spillage and that any ashes, grease, oil, dust, cleaning refuse, broken glass, metal pieces and like materials shall similarly be appropriately wrapped and contained;
- (b) deposit any items or articles of rubbish including but not limited to garden refuse and any item of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Body Corporate as separate collection receptacles for items of this nature;
- (i) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of windows, doors, staircases or from the balconies. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Member concerned;



- (d) dispose of any explosive or dangerous goods; or
- (e) leave their rubbish bin and or crate in any location other than the designated areas on rubbish collection day.

10. Damage and Repairs

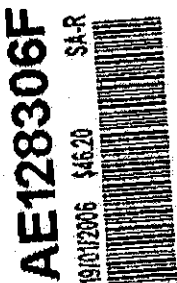
A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) damage, deface, or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Body Corporate property located on, in or attached to the Common Property provided further that if the Body Corporate expends money to make good damage caused by any Member or Occupier, guests, servants, employees, agent, visitor, children, invitees or licensees of the Member of any of the Lots, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Member of the Lot at the time when the damage occurred;
- (b) fail to properly inform the Body Corporate within twenty-four (24) hours of any damage to property which may be subject of a claim against the Body Corporate building and/or public liability insurance policy;
- (c) interfere with or attempt to redirect any maintenance works being attended to by trades person or others who have been appointed by the Body Corporate specifically for work being undertaken;
- (d) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment, including but not limited to all, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment;
- (e) commit, perform or cause any manner or any act on any Lot or on the Common Property any breach of any Act of Parliament or any regulation, permits, by-law or order made by any Municipal, Statutory Government or other Authority authorised by law to make such regulation, by-law or order or issue such permits; or
- (f) use the water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein provided further that any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence's shall be borne by the Member whether the same is caused by his or her own actions or those of members of his or her household, Occupier or his or her invitees.

11. Moving of Certain Articles

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

- (a) move any article or furniture or other article likely to cause damage or obstruction through Common Property without first notifying the Body Corporate in sufficient time to enable a representative of the Body Corporate to be present; or
- (b) move an article of furniture or any other article likely to cause damage or obstruction through Common Property other than in accordance with the directions of the Body Corporate from time to time.



12. Fire Control

12.1 Obligation of Members and Occupiers

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

- (a) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape provided further that the Body Corporate may recover the cost of any charges for false alarms or making good any damage from the Occupier or Member;
- (b) do anything that would breach fire laws with respect of a Lot; or
- (c) fail to ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

12.2 Rights of Body Corporate

The Body Corporate may take measures to ensure the security, and to preserve the safety of, the Common Property and the Lots affected by the Body Corporate from fire or other hazards and without limitation may:

- (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Members or Occupiers of any part of the Common Property;
- (b) permit, to the exclusion of Members or Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with the other Lots; or
- (c) restrict by means of key or other security device the access of the Members and Occupiers of one level of the Lots to any other level of the Lots.

A Member and Occupier of a Lot must abide by the measures, if any, taken by the Body Corporate in contemplation of rule 12.2.

13. Security Keys

- (a) the Body Corporate may charge a reasonable fee for any additional security key required by a Member;
- (b) a Member of a Lot must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier of a Lot and must use all reasonable endeavors including, without limitation, an appropriate stipulation in any lease or license of a Lot to the Occupier to ensure the return of the security key to the Member or the Body Corporate;
- (c) a Member or Occupier of a Lot in possession of a security key must not without the written consent from the Body Corporate duplicate the security key or permit to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another Member or Occupier and is not to dispose thereof otherwise than by returning it to the Member or Body Corporate; and
 - i) a Member or Occupier of a Lot must promptly notify the Body Corporate if a security key is lost or destroyed.

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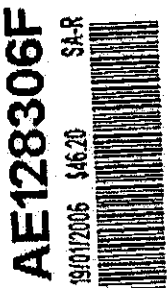


14. Compliance with rules by invitees

- (a) a Member or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Member or Occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building; and
- (b) a Member of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.

15. Building Works

- (a) A Member or Occupier of a Lot must not undertake any building works within or about or relating to a Member's Lot except in accordance with the following requirements:
 - (i) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Body Corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
 - (ii) the Member or Occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise to a reasonable level any nuisance annoyance disturbance and inconvenience from building operations to other Lot Members and Occupiers.
- (b) The Member or Occupier of a Lot must not proceed with any such works until the Member or Occupier:
 - (i) submits to the Body Corporate plans and specifications of any works proposed by the Member or Occupier which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (ii) supplies to the Body Corporate such further particulars of those proposed works as the Body Corporate may request and as shall be reasonable to enable the Body Corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - (iii) receives written approval for those works from the Body Corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Body Corporate (which cost may include the costs of a building surveyor engaged by the Body Corporate to consider such plans and specifications) by the Member or Occupier and such approval shall not be effective until such costs have been paid; and
 - (iv) pays such reasonable costs to the Body Corporate.
- (c) the Member or Occupier of a Lot must ensure that the Member or Occupier and the Member's or Occupier's servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Body Corporate concerning



the method of building operations, means of access, use of common areas and on-site management and building protection, and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Body Corporate gives written consent to do so) and that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

- (d) the Member or Occupier of a Lot must ensure that the Member or Occupier and the Member or Occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (i) building materials must not be stacked or stored in the front side or rear of the Building;
 - (ii) scaffolding must not be erected on the Common Property or the exterior of the Building;
 - (iii) construction work times must comply with the local laws of the responsible authority;
 - (iv) the exterior and Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
 - (v) construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property.
- (e) before any of the Member's or Occupier's works commence the Member or Occupier must:
- (i) cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Body Corporate; and
 - (ii) deliver a copy of the policy and certificate of currency in respect of the policy to the Body Corporate, and if there is a reasonable likelihood that any such Works may (whether intentionally or accidentally) affect Common Property ensure that the interest of the Body Corporate is noted on the policy and certificate of currency.
- (f) access shall not be available to other Lots on the plan or Common Property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the Member of the relevant Lot or of the Body Corporate in the case of Common Property.

the Member or Occupier of a Lot shall immediately make good all damage to and dirtying of the Building, the Common Property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Member or Occupier fails to immediately do so the Body Corporate may in its absolute discretion (or if the Member or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or Occupier shall indemnify and keep indemnified the Body Corporate against any costs or liabilities incurred by the Body Corporate in so making good the damage or dirtying.

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16. Access to Lots

Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Body Corporate and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the said Member or his or her invitees). If not so permitted they may effect an entry. The Body Corporate, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Member or Occupier as is reasonable in the circumstances.

17. Complaints and Applications

Any complaint or application to the Body Corporate must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the Body Corporate.

18. Conduct of Meetings

The conduct of meetings of the Body Corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 1989.

