

# Metropol Owners Corporations 1 & 2 Consolidated Rules As at 31 December 2007

These are the consolidated rules for Metropol Owners Corporations 1 & 2 effective from 31 December 2007 as a consequence of the commencement of the Owners Corporation Act 2006. These consolidated rules have been prepared by TEYS Legal Pty Limited as an aid to understanding an opinion given by TEYS Legal Pty Limited to the owners corporations of Metropol on 2 May 2008.

## Schedule 1

### Metropol Owners Corporations 1 & 2 standard rules effective from 31 December 2007

(Regs 104 and 219 Subdivision (Owners Corporation) Regulations 2001 and paragraph 5 Schedule 2 Owners Corporations Act 2006)

#### 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 the 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 other than in a parking area specified for such purpose by the Owners Corporation;
- (c) use or permit a lot affected by the Owners Corporation 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 or 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 Owners Corporation;
- (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 am;
- (f) keep any animal on the common property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.

## Schedule 2

### Metropol Owners Corporations 1 & 2 additional rules effective from 31 December 2007

(Passed at the inaugural meeting of Metropol and therefore valid from 31 December 2007 except to the extent of inconsistencies with the new laws as noted in italics below: Section 140 (b) Owners Corporations Act 2006)

#### 1. DEFINITIONS

In these rules:

- (a) **"Act" (*intentionally deleted*)**

*Note: the definition of "Act" must be amended to read as follows:*

*"Act" means the Owners Corporation Act 2006 and includes the Regulations made under the provisions of the Act amended from time to time.*

- (b) "Building" means the building constructed on the Land;
- (c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (d) "Land" means the whole of the land described in the Plan;
- (e) "Manager" means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (f) "Plan" means Plan of Subdivision No. P.S. 432208Q
- (g) "Retail Lot" means any of Lot numbers 195, 196, 197, 199, 301, 302, 303, 304, 305, 306, 307, 308 and 309 on the Plan.
- (h) "Residential Lot" means any of Lot numbers not specified in 1(g) above on the plan
- (i) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a Lot or the common property;
- (j) Unless the context otherwise requires –
- (vii) headings are for convenience only,

- (vii) words importing a gender include any gender,
- (vii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,
- (vii) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
- (vii) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,
- (vii) a reference to a Owners Corporation includes any elected committee of the Owners Corporation, and
- (vii) a reference to a thing includes part of that thing; and
- (k) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

## **PRECEDENCE OF RULES**

In so far as these Additional Rules are capable of applying to the common property owned by Owners Corporation 3 on the Plan or to a Retail Lot, then to the extent that these Additional Rules conflict with the additional rules created from time to time by the members of Owners Corporation No 3 on the Plan the additional rules created from time to time by Owners Corporation No 3 will take precedence over these Additional Rules.

## **2. SUPPORT AND PROVISION OF SERVICES**

2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a proprietor or occupier of a Lot must not:

- 2.1.1 do anything or permit anything to be done on or in relation to that Lot or the common property so that:

- (a) any support or shelter provided by that Lot or the common property for any other Lot or the common property is interfered with;
  - (b) the structural and functional integrity of any part of the common property is impaired; or
  - (c) the passage or provision of services through the Lot or the common property is interfered with.
- 2.2 A proprietor or occupier of a Residential Lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the Owners Corporation.

### **3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS**

- 3.1 A proprietor or occupier of a Lot must not:
- 3.1.1 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;
  - 3.1.2 Make or permit to be made any undue noise in or about the common property or any Lot affected by the Owners Corporation;
  - 3.1.3 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 8:00am;
  - 3.1.4 Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property; or
  - 3.1.5 Obstruct the lawful use of common property by any person.
- 3.2 Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.
- 3.3 A proprietor or occupier of a Lot when on common property or on any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or to any person lawfully using common property.
- 3.4 A proprietor or occupier of a Lot must not smoke in the stairwells, lifts, foyers, carpark, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of

the common property or such other parts of the common property as the Owners Corporation or its Manager may designate from time to time.

- 3.5 A proprietor or occupier of a Lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- 3.6 A proprietor or occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

#### **4. CLEANING OF A LOT**

- 4.1 A proprietor or occupier of a Lot must keep that Lot clean and in good repair.

#### **5. DAMAGE TO COMMON PROPERTY**

- 5.1 A proprietor or occupier of a Lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

#### **6. MOVING OF CERTAIN ARTICLES**

- 6.1 A proprietor or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 6.2 A proprietor or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the proprietor or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.
- 6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a Residential Lot must not move articles likely to cause damage through the main entrance lobby or any other foyer. These items must be moved via the car park.

#### **7. INTERFERENCE WITH COMMON PROPERTY**

- 7.1 A proprietor or occupier of a Lot must not, without the prior written consent of the

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

- 7.2 A proprietor or occupier of a Lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation.
- 7.3 A proprietor or occupier of a Residential Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.
- 7.4 A proprietor or occupier of a Lot must not install a storage cage nor permit the installation of covering to any storage cages other than as permitted by the Owners Corporation or as per the specifications agreed by the Committee of Management.
- 7.5 A proprietor or occupier of a Lot must not modify any television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.
- 7.6 A proprietor or occupier of a Lot must not modify or install any video/intercom unit without the prior written consent of the Manager and on the proviso that the contractor specified by the Manager is used. Once installed, the video/intercom unit becomes the property of the Owners Corporation and cannot be removed even after the property has been sold.
- 7.7 A proprietor or occupier of a Lot must not use that part of a Lot designed for use as a car parking space for any other purpose without the written consent of the Owners Corporation.

## **8. SECURITY OF COMMON PROPERTY**

- 8.1 A proprietor or occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

## **9. NOTIFICATION OF DEFECTS**

- 9.1 A proprietor or occupier of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

**10. COMPENSATION TO OWNERS CORPORATION**

10.1 The proprietor or occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that proprietor or occupier or their respective tenants, licensees or invitees.

**11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL**

11.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:-

11.1.1 close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

11.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and

11.2 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.

11.3 A proprietor and occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with this rule 11.1.

**12. SECURITY KEYS**

12.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a proprietor.

12.2 A proprietor 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 endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the occupier to ensure the return of the Security Key to the proprietor or the Owners Corporation.

12.3 A proprietor or occupier of a Lot in possession of a Security Key must not without written consent from the Owners Corporation duplicate the Security Key or permit it 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 proprietor or occupier and is not disposed of otherwise than by returning it to the proprietor or the Owners Corporation.

12.4 A proprietor or occupier of a Lot must promptly notify the Owners Corporation if a Security Key issued to him is lost or destroyed.

### **13. GARBAGE**

13.1 A proprietor or occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

13.2 A proprietor or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:

13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;

13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and

13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated garbage areas, and;

13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

### **14. CONSENT OF OWNERS CORPORATION**

14.1 A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor 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.

### **15. STORAGE OF FLAMMABLE LIQUIDS**

15.1 A proprietor or occupier of a Lot must not:

15.1.1 except with the written consent of the Owners Corporation, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor

vehicle; or

15.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

15.1.3 Nothing in rule 15.1 prohibits the proprietor or occupier of a Lot used as a restaurant or café or for other commercial purposes storing on that Lot or the common property any flammable chemical liquid or gas for use in that business.

## **16. PETS AND ANIMALS**

16.1 A proprietor or occupier of a Lot must not keep any animal on common property 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.

16.2 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.

16.3 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.

16.4 A proprietor or occupier of a Lot must ensure that no animals are allowed in the garden area. A proprietor or occupier of a Lot must ensure that animals enter and leave the property through the car park entrance or fire stairs and not through the main entrance lobby unless carried.

## **17. COMPLAINTS AND APPLICATIONS**

17.1 Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

## **18. VEHICLES ON COMMON PROPERTY**

18.1 A proprietor or occupier of a Lot must not 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 areas specified by the Owners Corporation for such purpose by the Owners Corporation;

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

18.3 A proprietor or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their Lot and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property or their Lot after due notice has been served.

## **19. STORAGE OF BICYCLES**

19.1 A proprietor or occupier of a Lot must not:

19.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;

19.1.2 permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time.

## **20. INSURANCE PREMIUMS**

20.1 A proprietor or occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

## **21. FIRE CONTROL**

21.1 A proprietor or occupier of a Lot must not 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.

21.2 A proprietor or occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

21.3 A proprietor or occupier of a Lot must 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.

## **22 SIGNS, BLINDS AND AWNINGS**

- 22.1 A proprietor or occupier of a Lot must not erect or affix any sign or notice to any part of the common property or inside their Lot.
- 22.2 A proprietor or occupier of a Residential Lot must not install or permit the installation of any window coverings other than cream backed blinds or venetians, natural timber venetians or charcoal blinds or venetians, (vertical blinds are not permitted). I.e. The only colours which can be seen from the exterior of the building are cream, natural timber or charcoal, or such other window coverings permitted by the Owners Corporation from time to time.
- 22.3 A proprietor or occupier of a Residential Lot must not install or permit the installation, any awnings or external blind to their Lot or the common property other than as approved by the Owners Corporation.

## **23. APPEARANCE OF A LOT**

- 23.1 Without limiting any other of these rules, a proprietor or occupier of a Lot must not:
- 23.1.1 without prior written consent of the Owners Corporation maintain inside a Residential Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
  - 23.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
  - 23.1.3 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;
  - 23.1.4 without the prior written consent of the Owners Corporation attach to or hang from the exterior of the Lot any aerial or any security device or wires;
  - 23.1.5 install or operate any intruder alarm which emits an audible signal;
  - 23.1.6 allow any glazed portions of the Residential Lot or the common property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and
  - 23.1.7 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the

Building.

23.1.8 install any air conditioning unit in a Residential Lot other than on a balcony where the pipework cannot be seen on the exterior of the building i.e. must be internally plumbed, the condenser unit must be isolated from structure to ensure no reverberation occurs, discharge of excess water from the condenser must be properly plumbed so as not to interfere with the residents or the footpath below. Roof air conditioning units are an option on the basis that the correct Town Planning Approval is obtained, so as not to obstruct views from adjoining properties. All units must comply with EPA guidelines. Any work requiring common area access, i.e. cranes, scissor lifts etc., will require approval from the Owners Corporation and must indemnify the Owners Corporation to their satisfaction prior to attending the site.

23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

## **24. PAINTING, FINISHING, ETC**

24.1 A proprietor or occupier of a Lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

## **25. CLOTHES DRYING AND APPEARANCE OF A LOT**

25.1 A proprietor or occupier of a Lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the Owners Corporation.

25.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the Owners Corporation.

25.3 A proprietor or occupier of a Lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the Lot without the consent of the Owners Corporation.

## **26. COMPLIANCE WITH RULES BY INVITEES**

26.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

26.2 A proprietor 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.

## **27. COMPLIANCE WITH LAWS**

27.1 A proprietor or occupier of a Lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.

27.2 A proprietor or occupier of a Lot must not use or permit a Lot affected by the Owners Corporation to be used for any purpose that 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;

## **28. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS**

28.1 A proprietor or occupier of a Lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.

## **29. BUILDING WORKS**

29.1 A proprietor or occupier of a Residential Lot must not undertake any building works within or about or relating to a Owners Corporation member's Lot except in accordance with the following requirements:

29.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof;

29.1.2 The proprietor or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other Lot owners and occupiers;

29.2 The proprietor or occupier of a Lot must not proceed with any such works until the proprietor or occupier:

- 29.2.1 Submits to the Owners Corporation plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and
- 29.2.2 Supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and
- 29.2.3 Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;
- 29.3 Pays such reasonable costs to the Owners Corporation;
- 29.4 The proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 29.5 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 29.5.1 building materials must not be stacked or stored in the front side or rear of the Building;

- 29.5.2 scaffolding must not be erected on the common property or the exterior of the Building;
- 29.5.3 construction work must comply with all laws of the relevant Government Agencies;
- 29.5.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state
- 29.5.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 29.6 Before any of the proprietor or occupier's works commence the proprietor or occupier must:
- 29.6.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- 29.6.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
- 29.7 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 owner of the relevant Lot or of the Owners Corporation in the case of common property;
- 29.8 The proprietor 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 proprietor or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;
- 29.9 The proprietor or occupier of a Lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) to reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

### **30 CONDUCT OF MEETING (*deleted intentionally*)**

*Note: Additional rule 30.1 provides that the conduct of meetings must be in accordance with the Subdivision (Owners Corporation) Regulations 2001. Part 4 of the new Act covers general meetings of the owners corporations and Part 5 covers committee meetings. Therefore, additional rule 30.1 is of no effect: Section 140 (b) of Owners Corporations Act 2006.*

### **31 SELLING AND LEASING**

31.1 A proprietor or occupier of a Lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the Owners Corporation.

31.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the Owners Corporation.

### **32 USE OF APPURTENANCES**

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

### **33 INFECTIOUS DISEASES**

33.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the Owners Corporation and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

### **34. ACCESS TO LOTS**

34.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein

and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner or his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

### **35. RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS**

35.1 The member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of Owners Corporation contribution fees.

### **36. PENALTY INTEREST (deleted intentionally)**

*Note: Additional rule 36.1 provided the Owners Corporation will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under the Penalty Interest Rates Act 1983. Section 29 of the new Act provides the owners corporations may charge interest at a rate not exceeding the maximum rate set under the Penalty Interest Rate Act 1983. The owners corporation may waive interest in a particular case. Therefore, additional rule 36.1 is of no effect and Section 29 of the new Act applies to the owners corporations concerning penalty interest: Section 140 (b) Owners Corporations Act 2006.*

### **37 RESIDENTS MOVING IN OR VACATING**

37.1 Residents intending to move furniture in or out of a Residential Lot must not:

37.1.1 do so without notifying the Manager at least 48 hours prior to the proposed move and receiving approval from the Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

37.2 Residents moving furniture in or out at any time must not:

37.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager.

- 37.2.2 permit any furniture or items to access or exit the building other than the car park. Absolutely no movement is to be through the main entrance lobby.
  - 37.2.3 permit any vehicles to restrict access to the car park.
  - 37.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.
  - 37.2.5 place any furniture or items in a lift other than that specified by the Manager and notwithstanding 37.1.1 until protective covers have been placed in the lift by the Manager.
  - 37.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.
  - 37.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Manager will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the Owners Corporation promptly.
  - 37.2.8 conduct the operation in other than a quick and timely manner.
- 37.3 A proprietor of a Lot must not permit tenants or occupiers to avoid paying the cost of damage referred to in 37.2.7. If the amount is not paid within 7 days, the proprietor will become liable to the Owners Corporation for the amount.

## Schedule 3

### Metropol Owners Corporations 1 & 2 model rules effective from 31 December 2007

(Section 139 (3) Owners Corporations Act 2006 and Schedule 2 Owners Corporations Regulations 2007)

#### 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 *(deleted intentionally)*

*Note: Model rule 1.2 has no effect because additional rule 15 provides rules about the storage of flammable liquids: Section 139 (3) Owners Corporations Act 2006.*

##### 1.3 Waste disposal *(deleted intentionally)*

*Note: Model rule 1.3 has no effect because additional rule 13 provides for waste disposal: Section 139 (3) Owners Corporations Act 2006.*

#### 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 costs 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 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 that 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 (*deleted intentionally*)**

*Note: Model rule 3.1 has no effect because additional rule 7 provides for interference with common property, and additional rule 11 provides for the restricted use of common property and additional rule 16 provides for pets and animal: Section 139 (3) Owners Corporations Act 2006.*

#### **3.2 Vehicles and parking on common property (*deleted intentionally*)**

*Note: Model rule 3.2 has no effect because additional rule 18 provides for the parking and use of vehicles on common property: Section 139 (3) Owners Corporations Act 2006.*

#### **3.3 Damage to common property (*deleted intentionally*)**

*Note: Model rule 3.3 has no effect because additional rule 5 provides for damage to common property: Section 139 (3) Owners Corporations Act 2006.*

### **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 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 Behaviour of persons**

#### **5.1 Behaviour of owners, occupiers and invitees on common property (*deleted intentionally*)**

*Note: Model rule 5.1 has no effect because additional rule 3 provides for behaviour by owners and occupiers on common property: Section 139 (3) Owners Corporations Act*

2006.

## **5.2 Noise and other nuisance control (*deleted intentionally*)**

*Note: Model rule 5.2 has no effect because additional rule 3.1 provides for behaviour by owners and occupiers on common property including noise and other nuisance control: Section 139 (3) Owners Corporations Act 2006.*

## **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.
- (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.