

# **DELGANY**

## **OWNERS CORPORATION RULES**

### **Additional Rules – All Residents**

**Owners Corporation No. 1 PS514712X**

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# Additional Owners Corporation Rules

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## 1. DEFINITIONS

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In these rules:

**Act** means the *Owners Corporations Act 2006*.

**Common Property** means Delgany and any improvements erected on Delgany designated as common property on the Plan and includes the Recreational Facilities.

**Delgany** means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

**Development** means the development of Delgany as a residential community.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, municipal, or judicial body, department, commission, authority, tribunal, agency or entity.

**Invitee** means a person who is neither an Owner nor an Occupier of a Lot on the Plan and includes a visitor

**Lot** means a lot shown on the Plan.

**Manager** means the Manager appointed from time to time by the Owners Corporation under section 119 of the Act.

**Member** means a member of the Owners Corporation and where the context requires includes an occupier of a Member's Lot.

**Occupier** means an occupier and/or resident of a Lot on the Plan and not being an Invitee

**Owners Corporation** means Owners Corporation No. 1 PS514712X

**Plan** means Plan of Subdivision No. PS514712X.

**Recreational Facilities** means the swimming pool and other facilities available for all Occupiers.

**Services** means the services and utilities provided for a Lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, lights, elevators, fire control, security, telephone, facsimile, computer services and communications together with all plant and equipment needed to provide them.

**Vehicle** means a vehicle, including but not limited to a car, motorcycle, truck, trailer, bus, motorboat, yacht, caravan or campervan

## **2. VEGETATION**

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- 2.1 Members are responsible for the maintenance of all vegetation, plants and trees within their Lot.
- 2.2 No lawn, garden, plants, trees, shrub, flower or other vegetation on Common Property is to be removed, destroyed, damaged, or lopped without the written consent of the Owners Corporation.

## **3. USE OF COMMON PROPERTY**

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A Member or Occupier must not, **except with the consent in writing of the Owners Corporation;**

- 3.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members or Occupiers.
- 3.2 do or permit anything which might cause structural damage to the Common Property;
- 3.3 move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary;
- 3.4 interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;
- 3.5 interfere with any personal property vested in the Owners Corporation;
- 3.6 park or leave a vehicle **trailer or boat**, or permit any vehicle **trailer or boat** to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- 3.7 obstruct a driveway or entrance to a Lot or any other road on Delgany;
- 3.8 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade except with the consent in writing of the Owners Corporation;
- 3.9 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the member or occupier of another lot or to any person lawfully using Common Property;

- 3.10 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully entitled to use the Common Property;
- 3.11 hold or allow to be held any public auction on or near the Common Property;
- 3.12 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
- 3.13 use for their own purposes as a garden any portion of the Common Property;
- 3.14 permit any drying or airing facilities to be kept, maintained or placed on any part of the Common Property or the Lot where it would be visible from any part of the Common Property, road or street;
- 3.15 store, place, display or hang any chattel or item (including barbecues) on any part of the Common Property without the consent of the Owners Corporation; and
- 3.16A Member or Occupier must notify the Owners Corporation or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

#### **4. USE OF LOT**

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- 4.1 A Member or Occupier must not:
  - 4.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the Member or Occupier of another Lot, or any person lawfully using the Common Property;
  - 4.1.2 use the Lot, or permit it to be used, so as to cause hazard to the health, safety and security of any other Members or Occupiers or Invitees;
  - 4.1.3 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
  - 4.1.4 use any part of the Common Property for any trade or business; and
  - 4.1.5 install blinds to windows visible from outside the Member's Lot other than of a neutral colour and of a type and style generally consistent with the fixtures and fittings used throughout Delgany at the time the Plan was first registered.
- 4.2 Each Member must:
  - 4.2.1 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members or Occupiers;
  - 4.2.2 be appropriately clothed when on any part of a Lot visible from another Lot or when on any part of the Common Property; and
  - 4.2.3 comply with all laws relating to the Lot including, without limitation, any requirement, notices, and orders of any governmental authority.

## **5. BUILDING WORKS TO LOTS AND COMMON PROPERTY**

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- 5.1 A Member or Occupier must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:
- 5.1.1 A Member or Occupier must provide at least 28 days prior written notice and obtain the Owners Corporation's written consent before they may carry out any building works. Such approval will not be unreasonably withheld but may be given subject to the condition including that the reasonable costs of the Owners Corporation be met by the Member;
- 5.1.2 such works may only be undertaken if all plans and specification of any works proposed by the Member which affect the external appearance of the Development and such further particulars of those proposed works as the Owners Corporation may request as well as all required permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager;
- 5.1.3 A Member or Occupier must ensure that all works undertaken personally and by the member's agents and contractors comply with the reasonable directions of the Owners Corporation concerning the method of building operation, means of access, use of the Common Property, on site management, and building protection and hours of work;
- 5.1.4 A Member or Occupier must ensure that all works are undertaken in a reasonable manner to minimise any nuisance, disturbance, or inconvenience to other Members.
- 5.1.5 All agents and contractors must be supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and services therein.
- 5.1.6 The Member or Occupier accepts responsibility and liability of all agents, contractors and sub-contractors carrying out the building works and must ensure that all Occupational Health and Safety issues comply with WorkSafe Victoria and its regulations.
- 5.1.7 The Member must immediately make good all damage to, and dirtying of, the Common Property, the services thereof or any damage to fixtures fittings and finishes which are caused by such works. If the member fails to immediately do so this constitutes breach of rules and the Owners Corporation may in its absolute discretion make good the damage and dirtying at the cost of the Member.
- 5.2 Building Works to which these rules apply include works without limitation which involve:
- 5.2.1 the alterations, additions, removal, repairs or replacement of Common Property Structures including Common Property walls, floors and ceiling enclosing a Lot, Car Space and/or Storage Space (if applicable);
- 5.2.2 the construction and erection of any permanent structures including any fence, pergola, screen, awning, **gate**, or other outbuildings of any kind within or upon a Lot or on Common Property
- 5.2.3 the demolition and or relocation of interior walls of a Lot;
- 5.2.4 an alteration of the appearances of the lot that can be seen from the exterior of the Lot;
- 5.2.5 the connections and disconnections from Services; and
- 5.2.6 replacement, repair and or change of floor coverings to a Lot.

## 6. PARKING OF VEHICLE

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- 6.1 Except with the consent in writing of the Owners Corporation, all Members or Occupiers must not park or leave a Vehicle, a Trailer or a Boat or permit a Vehicle, Trailer or Boat to be parked or left:
- 6.1.1 on Common Property;
  - 6.1.2 on a Lot not legally owned or occupied by the said Member or Occupier;
  - 6.1.3 in a manner which obstructs and / or interferes with access, including but not limited to driveways, pathways, entrances or exits to a Lot and / or Common Property;
  - 6.1.4 in any area allocated by the Owners Corporation for visitor parking.
- 6.2 All Members or Occupiers must not use that part of a Lot designed for use as a car space for any other purpose without the prior written consent of the Owners Corporation
- 6.3 All Members or Occupiers **must, except with the consent in writing of the Owners Corporation**
- 6.3.1 promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings onto the Common Property;
  - 6.3.2 observe any parking directions given by the Owners Corporation;
  - 6.3.3 observe every traffic sign on or at the entrance or exit of any car spaces;
  - 6.3.4 only use car space which he or she is entitled to use; and
  - 6.3.5 not use the car space for storage and or keeping of any goods that are not a vehicle.

## 7. RECREATIONAL FACILITIES

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- 7.1 When using the Recreational Facilities a Member or Occupier must ensure that:
- 7.1.1 children below the age of 13 years are not in or around them unless accompanied by an adult Member exercising effective control over them; and
  - 7.1.2 alcohol is not taken into or consumed around the Recreational Facilities without the prior consent of the Owners Corporation
- 7.2 When using the swimming pool, a Member or Occupier must ensure that:
- 7.2.1 Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area;
  - 7.2.2 Smoking is not permitted in the swimming pool area;
  - 7.2.3 For the hygiene of all users of the swimming pool Members and Occupiers must shower prior to entering the swimming pool;
  - 7.2.4 Pets are not permitted in the swimming pool **but may accompany their owner to the pool area;**
  - 7.2.5 Jumping, diving, running, ball playing and other noisy or hazardous activities are not permitted in the swimming pool area;

- 7.2.6 Spitting is not permitted in the swimming pool or swimming pool area;
- 7.2.7 All users of the swimming pool area must wear appropriate attire at all times;
- 7.2.8 All users of the swimming pool must carry their own towel and must dry off before leaving the area;
- 7.2.9 Nude bathing is strictly prohibited; and
- 7.2.10 All Members and Occupiers must not breach or permit any other persons under their control to breach these Rules as stipulated.
- 7.3 Members or Occupiers may only use the Recreational Facilities between the hours of 7:00 am and 11:00 pm unless the consent of the Owners Corporation is obtained to use the facilities outside of these hours.

## **8. BEHAVIOUR OF INVITEES**

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- 8.1 The duties and obligations imposed by these special rules upon a Member and Occupier of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (Invitees).
- 8.2 A Member or Occupier must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.
- 8.3 A Member or Occupier is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by breach of any of these rules.

## **9. OWNERS CORPORATION FEES**

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- 9.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance, and other recurrent obligations quarterly in advance according to their lot entitlement.
- 9.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

## **10. GARBAGE DISPOSAL**

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A Member of a Lot must:



- 10.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition.
- 10.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage; and
- 10.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage.

## **11. PETS & ANIMALS**

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- 11.1 A Member or Occupier can keep any animal upon a Lot or the Common Property unless the Member or Occupier has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance
- 11.2 **A Member or Occupier must ensure that the defecations on Common Property including internal court yards of any animal belonging to them are immediately removed and disposed of in the appropriate prescribed manner**
- 11.2 A Member or Occupier must ensure that any animal belonging to them must be on a lead or is otherwise property restrained at all times when on the Common Property.

## **12. SIGNAGE AND WINDOWS**

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- 12.1 A Member and or Occupier or any agent and or representative of a Member and Occupier must not without the prior written consent of the Owners Corporation:
  - 12.1.1 erect or affix any signs, advertisements, or notices to the exterior of a Lot or any part of the Common Property where it can be viewed from an exterior position;
  - 12.1.2 allow any glazed portions of the Lot or Common Property to be tinted or otherwise treated with the intention of changing the visual characteristic of the Development;
  - 12.1.3 install or permit to be installed on any window coverings unless in a neutral colour that shall not detract from the overall appearance of the Development; and
  - 12.1.4 affix any external blind or awnings.
- 12.2 A Member or Occupier that seeks the consent of the Owners Corporation to erect or affect a sign affecting the Common Property is liable for all cost:
  - 12.2.1 in the erection and affixing of the signage and making good the Common Property upon the removal of signage; and
  - 12.2.2 of the Owners Corporation in considering and approving the erection and or installation of the signage.

### **13. RIGHTS OF ENTRY**

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- 13.1 After giving a member or Occupier at least 24 hours' notice, the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by it may enter a Lot to
  - 13.1.1 inspect the interior of the Lot;
  - 13.1.2 inspect and **test** any Services;
  - 13.1.3 trace and repair any defect in any Service; and
  - 13.1.4 maintain the Services;
- 13.2 The owners Corporation may enter a Lot at any time without giving notice to the Member or Occupier in an emergency which will be at a cost to the Member.

### **14. CONTACT**

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- 14.1 Each Member must advise the Manager of any out of normal business hours contact address and telephone number for their Lot and must promptly advise the Manager of any change in their address or telephone number.

### **15. COMPLAINTS PROCEDURES AND GRIEVANCES**

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- 15.1 A Member, Occupier, the Manager, Building Manager or Owners Corporation may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by a Member, an Occupier or a Manager.
  - 15.1.1 All complaints must be in writing and in the approved form as required by Laws from time to time (if any). The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make a complaint or otherwise to employees of the Owners Corporation and Members of the Committee; and
  - 15.1.2 All complaints must be brought to the attention of the Grievance Committee if such a Committee has been elected or otherwise the Owners Corporation
- 15.2 Dispute Resolution
  - 15.2.1 The Owners Corporation or the Grievance Committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within twenty-one 21 days of the complaint coming to the attention of the parties.
  - 15.2.2 The Owners Corporation or the Grievance Committee cannot take any action with regard to the complaint until a meeting of the parties to the dispute has been organised to discuss the dispute and it is satisfied that the dispute remains unresolved.
  - 15.2.3 It is deemed that the Owners Corporation or the Grievance Committee has complied with its requirement to hold a meeting between the parties to a dispute irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or Grievance Committee.

15.2.4 The Owners Corporation can dismiss and/or refuse to act upon frivolous, false and/or unsubstantiated complaints.

**16. CONSENT OF OWNERS CORPORATION**

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16.1 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 member for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.