



ELISION

RESIDENT HANDBOOK

64-68 Walpole Street, KEW VIC 3101

DYNAMIC

STRATA



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YOUR GUIDE TO ELISION

This handbook is designed to promote harmonious and safe living environment at **Elision**, the Townhouse at

64-68 Walpole Street, KEW VIC 3101

Townhouse living at its best involves taking into consideration the needs of all residents, but this does not just happen spontaneously. Instead, it requires people to have due regard for their neighbours, and other residents, as well as the Owners Corporation regulations that affect the common areas of the property.

This booklet hopefully provides some helpful information but is by no means a complete guide and is subject to change.



Dynamic Strata Management

THE OWNERS CORPORATION

The Owners Corporation is administered by Dynamic Strata Management, who are instructed by the nominated Committee, and assists the Owners Corporation with matters relating to the financial administration, by-laws and statutory requirements of the Owners Corporation Act 2006.

A little more about Dynamic Strata Management

At Dynamic Strata we proud ourselves on being proactive, practical and enthusiastic, so you experience clear communication, efficiency and ease. We take a long-term approach to client engagement, so you have peace of mind knowing that your properties are in good hands, with future value assured.

At Dynamic Strata our core beliefs are based around creating a collaborative environment within our buildings, by educating and encouraging owners and residents to participate in their communities. The result is an active and respectful relationship which brings value to landlords and tenants alike. We achieve this through initiatives by ensuring that all of our recommended tradespeople's have been vetted by our in-house accreditation procedure that checks their credentials, licences references and past workmanship prior to being allocated any work from our maintenance teams.

STRATA MANAGEMENT OFFICE DETAILS

Administration

Phone 1300 995 138

Email admin@dynamicstrata.com.au

Please note that if you are a tenant, all correspondence and contact relating to the Owners Corporation must go via your managing agent, as the authorised representative of each unit.

The Owners Corporation has registered 'Consolidated Rules' which can be found at the back of this handbook.



COMMUNAL LIVING AT

ELISION

Communal Living

BALCONIES

Only balcony furniture and plants may be kept on balconies. The Owners Corporation will accept no responsibility for items hanging over the balconies. On balconies, the Owners Corporation does not allow washing to be hung out, signs or placards to be erected, install any aerials, or use the balconies for storage.

Please be mindful of the visual impact your balconies have on the presentation of the entire property.

Communal Living

WINDOWS

No signs or advertisements can be displayed in townhouse windows.

Communal Living

BLINDS

As per the by-laws for Elision, An Owner or Occupier must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot unless the surface of the blinds, curtains or other coverings which faces that outside is **white or taupe colour**.

External awnings and blinds are not permitted, and security screens must be first applied for.

Communal Living

SIGNAGE

Any type of signage, including Real Estate Agents' signage is **not permitted** on the premises at any time without the consent of the Owners Corporation.



Dynamic Strata Management – Victoria

Level 1, 9-12 Hood Street, Collingwood VIC 3066

T 1300 995 138

E. admin@dynamicstrata.com.au

Communal Living

CAR PARKING

Residents may only park in the space(s) allotted to them according to the exclusive use rights, unless they have permission (in writing) from the owner.

Vacant car spaces may **NOT** to be used by tradespeople without prior approval from the applicable owner of the car space. Please note that vehicles must not be parked across the entrance leading to the building.

Communal Living

CAR PARK ACCESS

The basement garage is accessible through the secured roller door with automated entry.

If you are unable to access the garage, please notify the Building Manager/ Strata Manager

Communal Living

MAIL

It is important that residents keep their mailboxes clear so that overflows of paper do not occur. Advertising material or local newspapers must also be regularly cleared.

Please note that all Registered Post items or parcels delivered to the property will be responsibility of the owner / resident to sign for. Building Management will not accept any mail on behalf of a lot.

Any mail items requested to be left in the foyer is left there at your own risk.



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Communal Living

SMOKING

Smoking is not permitted anywhere in the common areas. If you do smoke in your own townhouse, take care that the smoke/smell does not escape. Where you decide to smoke on the balcony of your lot, please ensure that windproof ashtrays are utilised so that it does not affect the above or below lots with litter. In absolutely no circumstance should cigarette butts or other items be disposed of over the balcony.

Communal Living

DOORS

The common colour on all front doors in the townhouse complex is **White**. These doors are the property of the Owners Corporation and, in accordance with Fire Regulations, are required to be inspected on a regular basis. This will be coordinated by the Building Manager and all residents are reminded of their obligation to allow these required inspections.

Communal Living

ENTRANCES

To ensure residents' security, it is important that you do not let visitors into the building unless they are your guests. Similarly, do not let unauthorised people into the building via the intercom system.

All regular service people have their own registered fob. Security doors **must not** be left open or unsecured.

Please do not allow any doors to be propped open at any time. Report urgently to the Building Manager any problems you have with locks or outside doors.



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Communal Living

FALSE ALARMS

The cost of false alarm call outs by any authority or the attendance to the property by any person or company to address any events arising from a false alarm call out are considered as 'damage' which the Owners Corporation can pursue from owners and/or occupiers of a Lot.

Should a call out be deemed a lot owner or resident's responsibility the associated cost will be applied by the Owners Corporation against the owner's lot account for reimbursement.

Communal Living

ACCESS ITEMS

Each townhouse has been issued with two keys, 2 fobs, and two remotes. Additional access items can be purchased via the Owners Corporation.

The Owners Corporation does not manage or hold spare townhouse door keys. It is the responsibility of each Owner / Occupier to have the appropriate process in place in an event you are locked out of the building or your townhouse.

Building fobs are coded and can be deactivated and therefore it is important that Owners and Occupiers advise the Owners Corporation, or property manager if fobs are lost or stolen. To ensure that the security of the complex is maintained, the Owners Corporation will then arrange for the missing fob to be deactivated.



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ORDERING ACCESS ITEMS

Requests to access items must be lodged by the registered owner or the property manager (rental agent). Residents must submit their request via their property manager, as no order received from residents will be processed by Owners Corporation Management.

To order additional items, the following must be done and submitted to the Dynamic Strata Management office at keys@locgroup.com.au -

- The "Dynamic Keys/Fob/Remote" Order Form with all requested details of order
- Payment in full is to be made (as per the instructions on the form)
- Copy of receipt / proof of payment must be submitted
- Copy of rental agreement / lease agreement (if applicable)

Upon receipt of the above items, the Dynamic Strata Management team will process the request with the relevant security contractor (where applicable). A failure to provide all requested documentation may result in delays with the processing of your order.

'Remote Order Form' can be found at the back of this handbook or by clicking [this link](#)

Communal Living

ODOURS

Communal living requires vigilance when cooking, burning incense and other odours that can travel from one townhouse to common areas and into other townhouse. Please always use your extractor fan when cooking and do not open your doors to remove odours into the common space. Strong smoke or incense travels quickly through the building so please be aware and use door snakes to prevent the smells from escaping.



Communal Living

NOISE

Although 'Elision' is a new building and every precaution has been taken to reduce everyday noise, we ask that you please be considerate and that you keep any unnecessary noise to a minimum.

Communal Living

PETS

Owners and Occupiers are permitted to only keep domesticated pets once written consent has been received - An application must be submitted to Owners Corporation Management.

Once approval has been received, Owners and Occupiers must ensure that their pet is not left unattended on Common Property. Please note that it is the responsibility of the Owner or Occupier to ensure that their animal is kept clean, quiet and controlled at all times.

For more information, please refer to section "4.7 Animals" within the Consolidated Rules of the Owners Corporation.

'Pet Application Form' can be found at the back of this handbook or by clicking this [link form](#)



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Communal Living

MOVE IN / VACATE PROCESS

Please email at admin@dynamicstrata.com.au to schedule your move in or vacate time.

In order to facilitate a smooth move in or vacate to your townhouse, please refer to the attached move in instructions and note the below:

- A minimum of 72 hours' notice is required in writing to the Owners Corporation Management admin@dynamicstrata.com.au prior to the proposed move.
- All furniture and goods are to be delivered or moved in and out of the property through the basement entrance.
- Maximum clearance height to the basement carpark is 2.1m.
- Care must be taken to ensure that any fire sprinkler heads visible are not struck by any object. If impact occurs and causes the fire alarm to be activated, the MFB call out charge will be rendered to the responsible party plus associated repair cost.
- Removal truck or vehicle is not to block road traffic or pedestrian walkways.
- No damage is to be caused to common property during the move in /vacate process and that floor coverings and walls are protected from damage being caused by your removalists - reinstatement of any damage caused will be at your cost.
- Common property areas are to remain accessible by other residents at the property during the move with walkways, fire doors and exits not to be used for storage of furniture or personal items.
- Front door is not to be obstructed or held open; care is to be taken to ensure the door does not close onto objects.
- Residents are reminded to ensure that removalists have appropriate insurance coverage.
- All boxes or cartons are to be broken up and placed in the appropriate bin, at no time are boxes, hard rubbish or unwanted goods to be left in the rubbish room outside bins, corridor/foyer areas and front footpath or in the basement/car park area.

'Move In/Move Out Application Form' can be found at the back of this handbook or by clicking this [link form](#)



Emergencies

EMERGENCY

For Police, Fire or Ambulance, phone 000

- If the building fire alarm goes off, please evacuate the building.
- If the smoke alarm in your townhouse goes off, please ensure that it is not a false alarm. If there is a fire, dial 000 and evacuate the building.

AFTER HOURS EMERGENCY SERVICES

Should you have an emergency after hours, please contact Dynamic Strata Management on 1300 995 138 and follow the prompts.

Please note after hours call outs may attract additional penalty rates and will be invoiced back to the individual lot owner if the call out is an individual lot owner responsibility.



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Rubbish

GENERAL WASTE

Two General Waste bins are provided for use of residents in the waste area. The bins are collected once per week.

Rubbish

RECYCLABLES

There are currently Three co-mingle bins provided and are located in the waste room. They are collected and emptied once per week. Please fill them up one at a time. Also, ensure that only approved recycling materials are placed in the bins. There are helpful signs showing what can and cannot be recycled in the rubbish room. If residents contaminate these bins by putting in the wrong items of rubbish, then they are not able to be recycled.

Rubbish

BOXES & PACKAGING

Please break down large boxes before placing in bins. Boxes are not simply to be flattened and left in the rubbish room; they must be broken up and placed in the appropriate (general or recyclable) bins. Excess packaging that will not fit into the bins are be taken to the Waste and Recycling Centre by the resident.

Rubbish

HARD RUBBISH

Hard Rubbish refers to household appliances, furniture, and other large items. Residents, owners and tenants must arrange disposal of their own hard rubbish – this is NOT the responsibility of the Owners Corporation.

Boroondara City Council provides one (1) free hard waste collection per year; residents will be notified in the mail when the collection occurs.



PENALTIES

If rubbish/waste/residue is left by residents on common property or anywhere other than in the designated bins, the Owners Corporation will charge the owner of the relevant lot if it must remove said rubbish.

It is noted also that dumping of rubbish on to the nature strips is illegal and will not be tolerated by **Boroondara City Council**. If there are any items identified on the nature strips / council land as coming from Elision, penalties may be applicable.





Rights & Responsibilities

OWNER RIGHTS & RESPONSIBILITIES

- Pay Owners Corporation Fees on time.
- Ensure tenants abide by the terms of their lease.
- Reimburse the Owners Corporation for any damage done by tenants to the common areas.
- Attend the Annual General Meeting.
- Vote and nominate agenda items.
- Apply to the Owners Corporation for permission to make changes to the outer appearance of their property.
- Keep their mailboxes clear.

Rights & Responsibilities

RESIDENT RIGHTS & RESPONSIBILITIES

- Tenants and Resident owners are entitled to peace and privacy and a secure, clean building.
- Tenants and Resident owners must ensure their guests respect other residents and all aspects of their townhouse and the common areas.
- The Owners Corporation is unable to act on tenant's and residents owners' complaints unless it is about noisy neighbours, security concerns or problems with the common areas.
- For other matters, tenants and resident owners need to contact their real estate agents or the townhouse owners. These include repairs or other problems in their townhouse. When there is an emergency however, the Owners Corporation may be contacted.



Services

ELECTRICITY CONNECTION

There is no embedded network for electricity connection in Elision

To connect your electricity, Residents are free to arrange their own service provider. Connection instructions will be supplied by your chosen provider.

Services

GAS & HOT WATER

There is no embedded network for Gas and Hot Water connection in Elision

To connect your Gas and Hot Water, Residents are free to arrange their own service provider. Connection instructions will be supplied by your chosen provider.

Services

NBN

Your townhouse is NBN ready.

Residents setting up a new connection to either telephone or internet are free to arrange their own service provider. Telephone and internet (modem) are to be connected to your NBN box located inside your townhouse. Installation instructions will be supplied by your chosen provider.



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Services

TELEVISION

Foxtel is an available service at the complex. To connect your unit, please contact the Foxtel Representatives and they will organise your digital box and connection.

Services

SMOKE DETECTORS

Elision smoke detectors are linked to the Metropolitan Fire Brigade (MFB) and expensive fines apply for false call outs. Please note the following:

- Do not allow smoke from your townhouse to enter the common passageways (i.e. do not leave your townhouse door open while cooking).
- Do not smoke in hallways or in any common areas.

Services

WATER

Yarra Valley Water is your water authority.

Each townhouse has a separate water meter and will be billed direct by Yarra Valley Water, to make changes to account details, please contact Yarra Valley Water.

YARRA VALLEY WATER: 1300 853 811
24 HOUR EMERGENCY: 13 27 62

To create an online account for your billing and correspondence please view the attach link stated below for further details.

<https://www.yvw.com.au/manage-account/open-or-close-account>

Services

WINDOW CLEANING

The internal windows will be the responsibility of the owner / resident to clean periodically.



Services

DEFECTS MANAGEMENT

If any defect arises from the builders work within 12 months following the issue of the occupancy certificate the builder is to be notified by fill up the form with details of the defect and emailing to Buxton Construction <admin@buxtonconstruction.com.au>

The builder is required to rectify such defects within a reasonable period after notice and subject to access being provided by the owner. The builder will not be required to rectify damage caused by the owners actions or those of other people engaged by the owner.

Where there is subsequent damage to the building due to defective building works as a result of the owner failing to keep the completed work reasonably maintained or an unreasonable delay by the owner in notifying the builder of the defect the builder may not be liable to rectify the damage. Building maintenance is an ongoing responsibility for all building owners to ensure the building continues to perform as intended.

There is a useful guideline below that you can use to identify the defects in the property.

https://www.vba.vic.gov.au/_data/assets/pdf_file/0003/134355/Guide-to-Standards-and-Tolerances-2015.pdf

'Defect Notification Form' can be found at the back of this handbook or by clicking this [link form](#)



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Care and Maintenance

QUALITY CONTROL PROCESS

It is not unusual for some minor items to arise in a new home. Buxton Construction have established a Quality Control Notification process that will address these items for a 12 months period, commencing at settlement. Please list the items that require attention on the attached Defect Notification Form and email to < admin@buxtonconstruction.com.au > If an item is of a minor nature, please wait a week or two before submission in the event that additional items may arise and submit only the one form.

Buxton Construction representative will contact you within five working days and arrange for a convenient time to inspect the items listed and arrange for their rectification. Please note that if you engage your own contractor to fix something without first raising it with Buxton Construction, you will not be reimbursed for the cost if it is determined to be a warranty item. If the problem relates to an appliance, please contact the applicable manufacturer/supplier for assistance.

Care and Maintenance

PREVENTATIVE MAINTENANCE MEASURES

Some preventative maintenance measure must be undertaken by you on a regular basis to avoid damage. Some of these are as follows:

- All down pipes, floor drains on balconies and all other drains must be kept completely free of debris, cigarette butts, leaves and any obstructions at all times.
- Report any leaks from your vanity basin or from under the kitchen sink immediately to the Owners Corporation
- Report leaking windows to the Owners Corporation
- If your power trips then try to reset your circuit breaker prior to calling the electricity service provider
- Ensure that your bathroom and laundry floor wastes are not blocked at any time.
- Wash the cover of the ventilation fan of your range hood on a regular basis for better air flow
- If there should be a problem with your appliances, please call the manufacturer or supplier directly. The supplier's details are included in this folder.
- Regularly check your washing machine connections to ensure that they are not leaking
- Take particular care with the stone bench tops in your townhouse. Stone is a porous material, even when sealed, and any spills should be cleaned immediately



Care and Maintenance

CLEANING

Each resident is responsible for the maintenance and up-keep of the internal area of their townhouse. To maintain the value of the property it is recommended that owners undertake regular cleaning and maintenance of their townhouse, taking particular notice of the carpets, stone bench tops and the tiled wet areas (ensuite, laundry and bathrooms).

Due to the high quality of finishes, the implementation of a thorough maintenance and cleaning program is essential to minimise maintenance costs and ensure warranties are upheld. Included within the manual is a recommended maintenance programme that should be implemented for your townhouse.

Over cleaning or excessive rubbing can do more harm than good. Strong solvents or strong cleaner concentrations can cause damage to painted surfaces. Always test a small area first and avoid abrasive cleaners. Do not use household cleaners that contain abrasives on painted surfaces. Abrasive material such as steel wool, coarse brushes etc. can abrade, wear and harm finishes. Avoid drips and splashes and remove as quickly as possible. Avoid temperature extremes. Heat accelerates chemical reactions and may evaporate water from solution.

Never use paint removers, aggressive alkaline, acid or abrasive cleaners. Do not use tri-sodium phosphate or highly alkaline or highly acid cleaners. Always do a test surface.

CLEANING PRODUCTS

There are a wide variety of cleaning products available. We recommend following the instructions within this manual on the type of cleaning product to use. Before applying any cleaner it is recommended that a patch test be done in an inconspicuous area to ensure there are no adverse effects and always follow the instructions listed on the cleaning product.

Care and Maintenance

CARPET MAINTENANCE

Regular maintenance of your carpet will increase the lifespan and help maintain its appearance. To get the best service possible from carpet, regular and systematic maintenance is required. Act quickly to clean any spills, and then treat with a recommended cleaning agent using small amounts at a time. Cleaning should be proportional to the amount of soiling to which the carpet is subjected: the more dirt deposited on the carpet, the more intensive the maintenance program required.

The following are the basic steps of an adequate maintenance program:



Regular Vacuuming

This should be carried out using a vacuum cleaner with a beater bar bristle strip (pile beater). The vacuum should have an adjustable height beater. This should be adjusted each time to ensure that the carpet pile is not damaged by beating that is more vigorous than necessary. If excessive 'fuzzing' occurs use a suction only vacuum head. Vacuuming should be carried out weekly as a minimum.

Carpet sweepers and suction cleaners without beater attachments may be used at any time for surface touch up's. Their use is to be in addition to, not in lieu of, the scheduled vacuum cleaning with an upright beater. Several passes must be made over each area to ensure efficient removal of soiling material.

Spot Cleaning

Prompt and immediate attention to any spillages or stains is paramount to avoid the penetration of a stain into the carpet fibres. Liquids (particularly hot liquids) must be attended to immediately. If allowed to cool or dry, the stain will be almost impossible to remove. Care must be taken as haphazard attempts at spot removal can cause permanent stain setting, pile distortion and loss of colour.

For any spills, immediately remove as much of the spill as possible. For solids, use a blunt knife or spoon. Blot up liquids by applying pressure with white paper towels or tissues. Use a wet/dry vacuum for large spills. NEVER scrub or rub the carpet during the stain removal (or rinsing) process as a fuzzy area may result. Always work from the outside of the stain or spillage towards the middle to avoid further spreading using a blotting or dabbing motion.

Pre-test any treatment on a small inconspicuous area of carpet to ensure against damage and possible colour change. Ensure carpet is press dried with a clean white cloth or white paper towel between any steps in the treatment process to remove excess moisture. Do not rub - as rubbing can alter the carpet's texture.

After the spill or stain has been treated, place several layers of white paper towels over the area and place a flat weight on them until dry. A hairdryer may be used to speed up the drying process but do NOT overheat the area. Do not walk on the carpet until dry.

If stains fail to respond adequately to treatment, call a professional carpet cleaner immediately.

Periodic Deep Cleaning

It is recommended that periodic cleaning be carried out by a qualified tradesperson, using the hot water injection and extraction method ('steam cleaning') with a smooth wand attachment. The carpet should be deep cleaned when the carpet has become excessively soiled, or once every three years, whichever is the earlier.

Some portable steam cleaning systems have insufficient extraction power to adequately remove moisture from the carpet. It is necessary to ensure that the solution application is uniform that it is the minimum required to clean the carpet and that it is left for the minimum time possible on the carpet before being extracted.



It is also necessary to extract the solution evenly and thoroughly to be sure that after cleaning, the moisture content of the pile is even throughout and as low as possible to assist in the drying process.

Care and Maintenance

FLOOR AND WALL TILES

Ceramic tiles require regular maintenance and should be cleaned by sweeping and washing with a mild soapless detergents. Do not use abrasives or powder-based cleaners to scour stubborn marks as this may scratch the surface. A soft bristle brush can be used to clean grout areas.

Maintenance note:

- Do **NOT** clean tiles with acid;
- Do **NOT** clean tiles with any abrasive materials;
- Do **NOT** place potted plants directly onto tiled balconies – remove any residue before staining occurs.
- Do **NOT** drag anything across the floor tiles – it will leave scratches that are not easily repaired.

Care and Maintenance

STONE BENCH TOPS & SPLASHBACKS

Your townhouse has been fitted with reconstituted stone benchtops. Regular cleaning is advised.

Stone surfaces should be cleaned on a regular basis to prevent the build-up of greases, soap scum, grime and mildew stains. The recommended product for daily cleaning is cold water and a small amount of sealer (i.e. Solutions Sealer 'Natural Clean'), with a cloth.

All spillages should be cleaned immediately to prevent any liquid/chemical penetrating the stones pores, as this will cause permanent staining. Contaminants such as oil, paint, glue and marker pens should be removed by a professional as if the incorrect cleaning action is used, it will cause staining.

Avoid the use of cleaning machines as these may cause scratches to the surface and remove the sealer. Do not clean the surface with abrasive, polishing, scouring methods or high pressure washing, as they will damage the stone. Do not use acidic or alkaline-based products, as these will alter the stone colour. Do not use strong chemicals and solvents (i.e. paint strippers) or any products containing trichlorethane and methylene chloride, as they will damage the stone. Do not use vinegar, thinners, turpentine or citric acid cleaning products.



To ensure that the stone is protected, the following should be undertaken;

- Do **not** sit or stand on the stone bench top as stone is not flexible and could crack under the pressure;
- Do **not** place hot items such as roast trays or hot pots directly onto the stone;

Care and Maintenance

GLAZED WINDOWS AND DOORS

Glass products must be properly cleaned as part of routine maintenance in order to maintain visual and aesthetic clarity. It is recommended that the cleaning is undertaken every three months. Improper cleaning can permanently damage the surface of glazing products. Cleaning of the glass should begin at the top of the structure and continue down towards lower levels to minimise the probability of leaving cleaning residues on the lower levels.

It is recommended to use clear 'Windex glass and surface', which can be purchased from a local supermarket. **Do not use the blue coloured Windex product** or any abrasive cleaning products, as these will damage the glass.

Tracks and rollers should be regularly checked for ease of use. Tracks should be vacuumed cleaned on a regular basis.

Townhouse occupants are responsible for ensuring fixing of the entry door seals are maintained correctly (where applicable).

Care and Maintenance

SHOWER SCREENS

It is recommended that you clean this glass weekly. To clean, simply wipe over the surface with a mix, one part methylated spirit to four parts of water, with a cloth, and then polish the surface dry with a lint free cloth. The use of proprietary glass cleaners is not recommended.

To clean shower screen hinges, use soap and warm water. Wash hinges and then rinse with water.

Do not use any soaps with abrasives. Check the hinges once a year to make sure that screws are tight. Occasional use of mild soap and water solution may be necessary to shift stubborn dirt. Under no circumstances use harsh detergents, bleaches, scourers or any other abrasive cleaner.



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Care and Maintenance

DOOR HARDWARE

Initially, wash down the surface using soapy water or a mild detergent. Always thoroughly rinse the cleaning agent away with clean water. To complete the cleaning procedures dry/polish the item with a soft dry cloth.

Care and Maintenance

LIGHT GLOBES

Your light fittings contain energy efficient light globes of an appropriate wattage. Signage inside the fitting states the maximum wattage rating. It is advisable that when replacing light globes, appropriate energy efficient globes are selected to reduce energy consumption. The mirror light fitting should not be continually turned or twisted as it can damage the wiring inside or become loose and fall off the mirror.

IT IS IMPORTANT THESE ARE NOT EXCEEDED TO AVOID OVERHEATING OF THE FITTING.

Care and Maintenance

WALL MOUNTED ITEMS

Please ensure that all items installed to walls are installed by a professional trade's person, appropriate supports and fixing brackets to be used. This includes all wall mounted televisions, washing machines, cupboards etc.

Care and Maintenance

APPLIANCE MANUALS

All appliances such as your cooktop, rangehood, oven and dishwasher are covered by the manufacturer's warranty for a limited period. If you find that an appliance is not working properly or is faulty, please contact the manufacturer. Details can be found in the appliance manuals



BREACH OF OWNERS CORPORATION RULES

Breach of Owners Corporation rules are taken seriously; all residents and guests must comply with the rules of the Owners Corporation. These Rules have been passed as required by Law and are legally binding on all residents. Part 10 of the Owners Corporations Act 2006 (the Act) sets out the requirements for dealing with complaints and breaches.

It is the owner's and resident's responsibility to familiarize themselves with the Rules and ensure reasonable steps are taken to abide by them. Breaches of the Owners Corporation Rules include (but are not limited to) the incorrect use of common property, poor upkeep of a lot that is visible from the street, unpermitted fixtures to the façade of a lot, as well as the poor or disruptive behaviour of a resident. The complete Owners Corporation Rules are attached at the end of this document.

If a complaint is made or it comes to the attention of the Owners Corporation that an Owner or Occupier may have breached the rules of the Owners Corporation, the Owners Corporation may take further action against the offending party.

A "Notice to Rectify" breach may be issued, incurring a \$150 administration fee payable by the offending party. The offending party will be given 28 days from the date of the notice to rectify the breach. If the breach is not rectified in the specified timeframe, the Owners Corporation may take further action against the offending party, which may include an application to VCAT for an order requiring the rectification of the breach.



HELPFUL PHONE NUMBERS

For repairs or problems in the common areas of the building, in the first instance phone the Owners Corporation Manager. If you are an owner and need repairs to be done in your townhouse some of the numbers listed here may be useful but you can arrange your own tradespeople to carry out the work. If you are renting an townhouse, you should organise all internal repairs through your landlord or the landlord's agent.

Strata Manager	Dynamic Strata Management	1300 995 138
Council	Boroondara City Council	03 9278 4444
Water Supply	Yarra Valley Water	1300 853 811
Caretakers/Gardening	Fortstone	03 9555 9220
Lift (24 Hour Emergency)	Forte Lifts	03 9417 7133
Gas & Hot Water	Origin Energy	1300 661 544
Head Contractor/Builder	Buxton Construction	admin@buxtonconstruction.com.au
Television	Foxtel	1300 785 622



DYNAMIC

STRATA

MOVE-IN / VACATE FORM

ELISION - 68 WALPOLE STREET, KEW VIC 3101

OCPS 814711C

Dear Lot Owner / Resident,

To ensure that your move is completed smoothly and with minimal disruption, it is requested that you ensure that this form is completed and returned to the office of Dynamic Strata a minimum of **3 days** prior to your proposed move.

All fields must be completed and provided to Management prior to acceptance of your move. Please note that your proposed date of move may be denied in the event of other bookings on that day.

This form must be submitted via email to admin@dynamicstrata.com.au

Should you have any questions or queries, please do not hesitate to contact the office on 1300 995 138.

Kind Regards,

DYNAMIC STRATA

PART A – BUILDING DETAILS

Building Name / Plan No.

Property Address

Lot/Unit No.

PART B – YOUR DETAILS

Full Name

Owner / Resident

Contact no.

Email Address

Agent Details (if applicable)

PART C – REQUEST DETAILS

Type

(Move in or Vacate)

Proposed Date

PART D – TERMS & CONDITIONS

Conditions of Moving in or vacating from **ELISION - 68 Walpole Street** are as follows:-

1. A minimum of **72 hours'** notice is required in writing to the Owners Corporation Management admin@dynamicstrata.com.au prior to the proposed move.

DYNAMIC

STRATA

2. All furniture and goods are to be delivered or moved in and out of the property through the basement entrance.
3. Maximum clearance height to the basement carpark is 2.1m.
4. Care must be taken to ensure that any fire sprinkler heads visible are not struck by any object. If impact occurs and causes the fire alarm to be activated, the MFB call out charge will be rendered to the responsible party plus associated repair cost.
5. Removal truck or vehicle is not to block road traffic or pedestrian walkways.
6. No damage is to be caused to common property during the move in /vacate process and that floor coverings and walls are protected from damage being caused by your removalists - reinstatement of any damage caused will be at your cost.
7. Common property areas are to remain accessible by other residents at the property during the move with walkways, fire doors and exits not to be used for storage of furniture or personal items.
8. Front door is not to be obstructed or held open; care is to be taken to ensure the door does not close onto objects.
9. Residents are reminded to ensure that removalists have appropriate insurance coverage.
10. All boxes or cartons are to be broken up and placed in the appropriate bin, at no time are boxes, hard rubbish or unwanted goods to be left in the rubbish room outside bins, corridor/foyer areas and front footpath or in the basement/car park area.

Please refer to the Consolidated Rules of the Owners Corporation for further information on the move. We would appreciate your signature in acknowledgment and acceptance of the conditions and have this form returned to Management prior to your proposed move in/vacate date.

Please note that you are responsible for any damage caused to common property floors, walls, doors, etc. during your move in / vacate. If damage has been incurred, Owners Corporation Management will arrange the appropriate reimbursement from the tenant. If reimbursement cannot be obtained from the tenant, the owner of the lot will be held responsible.

PART E – ACKNOWLEDGEMENT

By executing this document, I/we, the undersigned, confirm that I/We have read and completed Parts A to E of this form and agree to the terms and conditions set out by the Owners Corporation.

Signature

Date

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S T R A T A

ELISION, 64-68 WALPOLE STREET, KEW VIC 3101

PET APPLICATION FORM

Dear Owner / Resident,

Owners Corporations often have rules and / or guidelines with relation to the keeping of animals within your complex. This application to the Owners Corporation is necessary to ensure that all rules and guidelines are adhered to, and that all relevant information can be inputted into the Owners Corporation register as required by the Owners Corporation rules.

If you wish to apply to have a pet at the property, please complete this form and provide acknowledgement where indicated. Your request will be submitted to the Committee of the Owners Corporation for consideration and approval.

This form should be submitted via email admin@dynamicstrata.com.au

Should you have any questions or concerns, please do not hesitate to contact the LOC Strata Management office on 1300 995 138.

Kind Regards,

Administration

Dynamic Strata Management

PART A – BUILDING DETAILS

Building Name / Plan No.	<input type="text" value="Elision / OCPS 814711C"/>
Property Address:	<input type="text" value="64-68 Walpole Street, KEW VIC 3101"/>
Unit / Apartment No.	<input type="text"/>

PART B – YOUR DETAILS

Full Name:	<input type="text"/>	
Email Address:	<input type="text"/>	
Contact Number:	<input type="text"/>	Relation to property: <input type="checkbox"/> Owner <input type="checkbox"/> Resident
Agent Details: (if applicable)	<input type="text"/>	

PART C – REQUEST DETAILS

Animal Type	<input type="text"/>	
Breed	<input type="text"/>	
Height:	<input type="text"/>	Weight: <input type="text"/>
Registration No.	<input type="text"/>	

Melbourne
Level 1, 9-12 Hood Street
Collingwood VIC 3066

Brisbane
PO Box 5021
West End QLD 4101

T. 1300 995 138

dynamicstrata.com.au

Dynamic Strata Group Pty Ltd | ABN 96 154 209 578 | ACN 637 956 873

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PART D – TERMS & CONDITIONS

It is important that you ensure that you refer to the special / consolidated rules of your complex, if applicable, for any specific conditions applicable to the keeping of pets within your building.

General Terms and Conditions for keeping a pet are as follows: -

- The Owners Corporation reserves the right to decline this application where it be fair and reasonable.
- Should the Resident/s detailed above be granted permission by the Owners Corporation to keep the abovementioned animal at the property, the Resident/s will be liable for any damage caused by the animal to either the private lot or common property, which is to be rectified immediately following the damage caused.
- The animal must not be allowed to defecate, or otherwise cause any mess on the Common Property, and, if it does, the Member or Occupier or invitee must clean it up immediately with an enzymatic cleaner designed for neutralising odours (not household detergent).
- The animal must not cause anything more than a minor and occasional interference with any person's use or enjoyment of another Lot or the Common Property. Interference may include, but is not limited to:
 - From the animal of its excitement, or
 - Barking
- The animal must always be contained within the Lot except when travelling directly to or from the Lot.
- Should the above terms and conditions not be followed, the Owners Corporation reserves the right to revoke the approval granted and request immediate removal of the pet from the property.

Please note that you are responsible for any damage caused to common property floors, walls, doors, etc. during your move in / vacate. If damage has been incurred, Owners Corporation Management will arrange the appropriate reimbursement. The owner of the lot will be held responsible.

PART G – OWNER / RESIDENT ACCEPTANCE

By executing this document, I/we, the undersigned, confirm that I/We have read and completed Parts A to G of this form and agree to the terms and conditions set out by the Owners Corporation.

Signature:

Date

Please return completed form to the Dynamic Strata Management office
via email at admin@dynamicstrata.com.au or via post at Level 1, 9-12 Hood Street Collingwood VIC 3066

DYNAMIC

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REMOTE ORDER FORM

64-68 WALPOLE STREET, KEW VIC 3101 - OCPS 814711C

All lodged access item requests will be accepted from registered lot owners or property managers (rental agents) only. Order forms received from tenants directly will not be processed until approval has been submitted by the registered property manager or lot owner. Rental agreements must be supplied.

PART A – YOUR DETAILS

Full Name	<input type="text"/>
Unit Number	<input type="text"/>
You are the	<input type="checkbox"/> Lot Owner
	<input type="checkbox"/> Property Manager
Delivery Address	<input type="text"/>

PART B – YOUR ORDER

Remote Garage Door Quantity: _____ \$ 122.00 each

TOTAL AMOUNT OF YOUR ORDER: _____

PART C – PAYMENT DETAILS

To minimise delays with your request, it is important to ensure that the reference used in your direct deposit contains the apartment number and that proof of payment (a receipt) is returned with this form.

Cheque – made payable to OCPS 814711C

Direct Deposit – **please attach receipt of payment to this order form**

ACCT NAME	814711C – 68 Walpole St
ACCT NUMBER	222307878
BSB	183-334
REFERECE	Your Apartment Number

COMPLETED FORMS ARE TO BE RETURNED TO DYNAMIC STRATA

MAIL: Level 1 / 9-12 Hood Street Collingwood VIC | EMAIL: keys@dynamicstrata.com.au

Upon receipt of this form, payment confirmation and all requested documents, Dynamic Strata will process your requests with the relevant security contractor(s). A failure to provide requested documentation may result in delays with the processing of your order. All prices are subject to change.



DEFECT MAINTENANCE REQUEST FORM

Date _____
Building Name _____
Address _____
Area/Location _____

CONTACT DETAILS

Owner / Tenant / Managing Agent / Body Corporate (please select)

Name _____
Phone No _____
Email Address _____
Access Details _____

CLAIM DETAILS

All claim forms to be emailed to admin@buxtonconstruction.com.au

PLEASE NOTE THE FOLLOWING:

- A new form must be submitted for each item
- Images must accompany all claims or processing may be delayed
- Contact and access details must be provided, or processing may be delayed
- Access must be provided within 10 working days of the claim being lodged or the claim will no longer be valid. Inspections/works are to be scheduled Monday – Friday only between 7.30am-4.30pm
- Issues with appliances must be referred to the manufacture – please refer to handover manual

Important Note: A flat \$360.00 (+GST) call out fee will apply for any requests that are not considered to be a warranty or defect issue. If a call out fee has been charged due to the request not being a defect, please note that no further call outs will be made to that particular property until payment has been received in full for the call out fee.

OWNERS CORPORATION NO 1 PLAN OF SUBDIVISION NO PS814711C

64 Walpole Street, Kew

RULES

1. Health, safety and security

1.1 Health, safety and security of Owners, Occupiers and Guests

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
- (1) use or permit any Lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;
 - (2) move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;
 - (3) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation;
 - (4) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;
 - (5) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;
 - (6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
 - (7) throw objects or allow objects to fall from a lot or the Common Property; or
 - (8) exceed the floor loadings for the Lot.
- (b) An Owner or Occupier must:
- (1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and
 - (2) lock the windows and external doors of the Lot when the Lot is unoccupied and keep the Owner's Storage Space secured except when storing or removing goods.
- (3) permit all reasonable access to the Lot to such authorised window cleaners as are appointed by the Owners Corporation to clean the windows of the building (excluding the Retail Lots) and / or clean the facade of the building.
- (c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:
- (1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;
 - (2) the security system may, at the discretion of the Owners Corporation, include:
 - (A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;
 - (B) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;
 - (C) the right to enter upon any part of the Development to maintain its security;
 - (D) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - (E) that parts of the Common Property are secured against entry; and
 - (F) security patrols, locks and other security devices or procedures to implement or operate it; and
 - (3) the Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a lot) arising because:

- (A) the security system is not operating; or
- (B) the security system fails to operate as intended.

1.2 Infectious diseases

- (a) An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a Lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.
- (b) The Owner must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of flammable liquids and other dangerous substances and materials

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) store flammable substances in or on a Lot or the Common Property without the written consent of the Owners Corporation;
- (b) store or accumulate in or on any Lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or
- (c) store or accumulate in or on a Lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

but this rule does not apply to:

- (d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
- (e) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2. Management and administration

2.1 Management and administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services except to the extent delegated to the Manager.

2.2 Functions of Manager

The Manager may carry out all functions delegated to him by the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services

- (a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an

Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:

- (1) any support or shelter provided by the Lot or the Common Property for any other lot or the Common Property is interfered with;
- (2) the structural and functional integrity of any part of the Common Property or any other Lot is impaired; or
- (3) the passage or provision of Services through the Lot or the Common Property or any other Lot is interfered with.

- (b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.

- (c) An Owner or Occupier must:

- (1) not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it;
- (2) direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.4 Apportioning of cost of Services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the 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 Owner or Occupier from the relevant supplier.
- (c) Sub-rule 2.4(b) does not apply if the concession or rebate:
 - (1) must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or
 - (2) is paid directly to the Owner or Occupier as a refund.

2.5 Breach of the Rules or Rules of Use

A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.

3. Use of Common Property

3.1 Use of Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
 - (2) use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;
 - (3) without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;
 - (4) do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;
 - (5) keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);
 - (6) fail to remove an animal that is the subject of a notice under sub-rule (5);
 - (7) hold or permit to be held any auction sale in a lot or on the Common Property;
 - (8) allow a bicycle to be stored anywhere (including in a lot) other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or
 - (9) bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or

other parts of the Common Property designated by the Owners Corporation or its Manager from time to time.

- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Services strictly under the Rules of Use.

3.2 Vehicles and parking on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit to be used any part of a Car Space other than to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation other than an Occupier;
- (b) use or permit to be used any part of a Car Space for the purposes of storage;
- (c) use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any vehicle;
- (d) park or leave a vehicle or permit a vehicle:
 - (1) to be parked in a parking space which is a part of a Lot other than a Car Space or in a parking space situated on Common Property which is allocated to another Lot; or
 - (2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or part of a lot or a parking space; or
 - (3) to be parked or left in any place other than in a Car Space,but this sub-rule does not prevent a Guest from using a Car Space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager;
- (e) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking; or
- (f) load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

3.3 Damage to common property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the

works and conditions to which the approval is subject) of the Owners Corporation;

- (b) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or
- (c) without obtaining the prior written approval of the Owners Corporation, mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.

3.4 Use of equipment, Services and amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;
- (b) without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners Corporation or use the article for other than its intended use;
- (c) without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;
- (d) modify any air conditioning, heating or ventilation system or associated ducts servicing a Lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Area without the prior written consent of the Owners Corporation; or
- (f) install a covering to any Storage Area which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.5 Drying of laundry on common property or external or visible areas of lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, entrance or landing of a Lot or the Common Property.

3.6 Deposit of rubbish and other material on Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) store or keep waste or garbage other than in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or

- (2) leave any rubbish or other materials on the Common Property.

- (b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:
 - (1) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's garbage or refuse for collection under the hygiene local laws or regulations of the Boroondara City Council that apply from time to time;
 - (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
 - (3) appropriately contain and wrap all wet garbage to prevent spillage;
 - (4) ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;
 - (5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
 - (6) dispose of rubbish properly and recycle it where appropriate.

4. Lots

4.1 Use of Lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

- (a) comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;
- (b) use the Lot only for residential purposes as permitted under the Boroondara City Council Planning Scheme;
- (c) not use a Storage Space other than for storage of goods;
- (d) not change door locks to the Lot or depart from any Owners Corporation mandated registered key system;
- (e) not misuse plumbing and electrical apparatus;
- (f) keep the Lot clean, free of vermin and in good repair;
- (g) keep all balconies clean, tidy and well maintained;

- (h) keep the Car Space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;
- (i) clear on each and every day the contents of the Lot's mail receiving box;
- (j) promptly replace any broken or cracked glass in a Lot;
- (k) not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation;
- (l) not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on or over any balconies or terraces forming part of the Lot;
- (m) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of the Lot; and
- (n) not damage, pierce, drive a nail through or into, screw into or otherwise deface, penetrate or damage any water proofing membrane that is part of any balcony or terrace which is part of the Lot.

4.2 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.

4.3 Leasing of a lot

- (a) An Owner may lease a Lot but only:
 - (1) by a written lease or tenancy agreement and, if it is a tenancy agreement, if it complies with the provisions of the *Residential Tenancies Act 1997* (Vic); and
 - (2) if that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use; and
 - (3) if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules and Rules of Use.
- (b) An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement, to ensure that any tenant of the Lot and any Guest of that tenant complies with the Rules and the Rules of Use.
- (c) An Owner or Occupier of a Lot must not lease, sub-lease, license, rent, hire or otherwise deal with a lot or permit a Lot to be

leased, sub-leased, licensed, rented, hired or otherwise dealt with, for any period less than thirty calendar days.

4.4 External appearance of Lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;
- (b) allow any balcony or terrace area which forms part of any Lot to be unkempt or unsightly and, when cleaning, cause other than minimal disturbance to other Owners and Occupiers;
- (c) make structural alterations to a Lot without the written consent of the Owners Corporation;
- (d) display any placard, advertisement or sign in or upon the Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only under the terms and conditions specified in the consent and subject to any town planning or other requirements of the Boroondara City Council (this rule includes home offices whereas any such installation is to be subject to any town planning or any other requirement of the Boroondara City Council);
- (e) display any advertising material, logo or signwriting to any external window or glazing or external solid face of a Lot without the written consent of the Owners Corporation (this rule includes home offices whereas any such installation is to be subject to any town planning or any other requirement of the Boroondara City Council);
- (f) permit any signage advertising a Lot for sale or lease on a Lot or Common Property;
- (g) install basketball hoops or similar devices on a Lot or the Common Property;
- (h) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;
- (i) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or treated; or
- (j) paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot or the Common Property.

4.5 Window furnishings

An Owner or Occupier must not install blinds, curtains or other coverings on the interior of any

windows or doors which directly face the outside of a Lot unless the surface of the blinds, curtains or other coverings which faces that outside is a taupe or white colour.

4.6 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.

5. Works

5.1 Works Requirements

An Owner must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

- (a) the Works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and
- (b) the Works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers;

5.2 Requirements before proceeding with Works

An Owner must not proceed with any Works until the Owner:

- (a) submits to the Owners Corporation plans and specifications of any Works proposed by the Owner which affect the external appearance of the Development or any of the Lots or Common Property or which affect the Development's structure or Services or the fire or acoustic ratings of any component of the Development;
- (b) supplies to the Owners Corporation any further particulars of those proposed Works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;
- (c) receives written approval for those Works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner; and
- (d) pays the reasonable costs referred to in (c) to the Owners Corporation.

5.3 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking Works comply with the proper and reasonable directions of the Owners Corporation

and Manager about the method of building operation, means of access, use of the Common Property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager 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 the employees, agents and contractors are supervised in carrying out the Works to minimise any damage to or dirtying of the Common Property and Services.

5.4 Contractors or tradespersons only to use designated areas

An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation for entry and exit by the Manager. The expenses of such external and common area works shall be the responsibility of and be paid by the Owner of the Lot requiring the proposed external works and/or the Owners Corporation.

5.5 Owner to make good damage

An Owner must immediately make good all damage to, and dirtying of, the Development, the Common Property, the Services or any fixtures fittings and finishes caused by the Works and if the Owner fails to do so within a reasonable period of time the Owners Corporation may in its absolute discretion make good the damage and dirtying and if so the Owner must 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.

5.6 Times for work on or in lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) permit any tradesman, contractor or other person carrying out any Works to be on or in the Lot or the Common Property:
 - (1) on any public holiday or a Sunday; or
 - (2) before 7.00 am or after 6.00 pm Monday to Friday; or
 - (3) before 9.00 am or after 6.00 pm on a Saturday;except in the case of an emergency which includes:
 - (A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - (B) a leak or similar problem requiring prompt attention; or
 - (C) cracking or a similar problem likely to affect the immediate

safety of the building in which the Lot is situated.

6. Behaviour of persons

6.1 Behaviour of Owners, Occupiers and Guests on Common Property

- (a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:
- (1) unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common Property but this rule does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made;
 - (2) encourage birds by feeding them;
 - (3) consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto, the Common Property;
 - (4) use or allow to be used in or on the Common Property, skateboards, roller skates or roller blades;
 - (5) smoke in the stairwells, lifts, foyers or vehicle parking spaces or the parts of the Common Property the Owners Corporation or the Manager designates from time to time;
 - (6) dispose of cigarette butts, ash or any other rubbish over a balcony; or
 - (7) use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:
- (1) when on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;
 - (2) observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at his discretion of any statutory authority; and
 - (3) comply with the Rules and the Rules of Use.

6.2 Noise and other nuisance control

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use hammer drills or jack hammers in a lot between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or
- (b) make or allow to be made noise from music or machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 am.

7. Dispute resolution

7.1 Dispute resolution, including internal grievance procedures, hearing procedures and communication procedures

- (a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the Approved Form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) 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.
- (e) 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.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) 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 Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the Act.

8. Notices

8.1 Notice of damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation or its Manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.2 Notice of accidents or faults

An Owner or Occupier must promptly notify the Owners Corporation of any accident to or fault in:

- (a) the water pipes, gas pipes, electrical fixtures or installations; and
- (b) any equipment or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Compliance with Rules by Guests

An Owner or Occupier must take all reasonable steps to ensure that the Guests of the Owner or Occupier comply with these Rules.

10. Special Rules for the Developer

Up until the sale and settlement of the last lot owned by the developer within the development, nothing in these Rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;

- (i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out and works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and

- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

11. Definitions

In these Rules unless the context otherwise requires the following definitions apply:

"Act" means the *Owners Corporations Act 2006* (Vic);

"Approved Form" means the form prescribed under the Owners Corporation Regulations 2007;

"Car Space" means an Owner's Car Space being part of an Owner's lot as shown in the Plan of Subdivision;

"Common Property" means any common property as shown and described on the Plan of Subdivision as Common Property Nos. 1, 2, & 3 as applicable;

"Development" means the development on the land in the Plan of Subdivision including the buildings located at 64 Walpole Street, Kew VIC 3103;

"Guest" means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a lot;

"Lease" includes rent, let and license the Lot or any part of it;

"Lot" means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;

"Manager" means the building manager or the manager appointed by the Owners Corporation;

"Occupier" means a person who occupies a lot on the Plan of Subdivision;

"Owner" means an owner of a lot on the Plan of Subdivision;

"Owners Corporation" means Owners Corporation 1 of the Plan of Subdivision as applicable;

"Plan of Subdivision" means Plan of Subdivision No PS814711C;

"Regulations" means the Owners Corporations Regulations 2007 (Vic);

"Rules" means the rules in this document;

"Rules of Use" means any directions, notices or rules of use made by the Manager or the Owners Corporation from time to time for the proper management and administration of the Common Properties;

"Services" means the services, installations, facilities, plant or equipment provided to the Development;

"Storage Space" means that part of a Lot that is designed or intended for use as a storage space or unit; and

"Works" means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a lot, building, other structure and plant and equipment to be used to provide Services.

DYNAMIC

S T R A T A

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