



WATERWAYS

**WATERWAYS OWNERS
CORPORATION RULES
(showing deletions & changes)**

THE WATERWAYS – OWNERS' CORPORATION NO. 1 ON PS NO. 435322B
BODY-CORPORATE-OWNERS' CORPORATION RULES

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1. INTERPRETATION

One of the ~~Body-Corporate-Owners's Corporation's~~ Body-Corporate-Owners' Corporation's principal charters is to ensure that all Members have the quiet enjoyment of the Lake and other water bodies and recreation areas within the Development. Rules in respect of Amenity Controls (Rule 4), particularly, are to be read in this context. Further, these Rules are to be interpreted having regard to the following objectives ~~of the Developer:~~

- 1.1 ensuring compliance with the Design Guidelines;
- 1.2 maintaining and enhancing any landscaping for which the ~~Body-Corporate-Owners' Corporation~~ Body-Corporate-Owners' Corporation is responsible;
- 1.3 maintaining and enhancing the Lake and other waterways for the benefit of all Members until such time as Melbourne Water Corporation becomes responsible for the Lake and other waterways; and
- 1.4 ensuring the ~~Body-Corporate-Owners' Corporation~~ Body-Corporate-Owners' Corporation has the ability to provide services to its members consistent with the quality of the ~~D~~development.

2. DEFINITIONS

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

~~Body-Corporate-Owners' Corporation~~ Body-Corporate-Owners' Corporation means the ~~Body-Corporate-Owners' Corporation created by No. 1 on the Plan of Subdivision No. 435322B~~ or if more than one, the unlimited ~~Body-Corporate-Owners' Corporation created by upon registration of~~ the Plan of Subdivision;

Builders' Site Refuse Guidelines means the guidelines for disposal of all building refuse on all Lots on the Plan of Subdivision (a copy of which is attached in Schedule 1) as amended from time to time by the ~~Body-Corporate-Owners' Corporation~~ Body-Corporate-Owners' Corporation, established for the purposes of achieving the expressly stated objectives of these Rules;

Design Guidelines means The Waterways Guidelines for Housing Design and Landscaping (a copy of which is attached in Schedule 2) as amended from time to time;

Developer means The Waterways Residential Development Pty Ltd as the original owner of the ~~Lots on the Plan of Subdivision~~ or its assignee;

Development means the development known as "The Waterways" from time to time;

Lake means the lake presently situated or to be constructed on the Developer's land within the Development;

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Lot means any lot on the Plan of Subdivision;

Member means a member of the ~~Body Corporate Owners' Corporation~~ who is the owner of any Lot ~~on the Plan of Subdivision~~;

Plan of Subdivision means Plan of Subdivision No. PS435322B which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into this Plan of Subdivision;

Regulations means the ~~Subdivision (Body Corporate) Owners Corporation Regulations 2007~~ as may be amended from time to time or any new regulations that are enacted to replace them;

Residence means one permanent non-transportable private residence;

Rules means these Owners' Corporation Rules, as amended and in force from time to time;

~~**Settlement Date** means the date of transfer of any Lot to a Member.~~

3. DEVELOPMENT AND MAINTENANCE OF A LOT

Each Member ~~of Body Corporate~~ must do the following on each Lot of that Member:

3.1 Design Guidelines

comply with the Design Guidelines;

3.2 Builders' Site Refuse Guidelines

ensure that any builder of a Residence on that Member's Lot complies with the Builders' Site Refuse Guidelines;

3.3 Pre-construction Site Meeting

arrange for an on-site meeting between the Member's builder and the ~~Body Corporate Owners' Corporation~~ before construction on the Lot commences;

3.4 Regular Inspection of Works

allow the ~~Body Corporate Owners' Corporation~~ to conduct inspections as deemed necessary of any works in progress on a Lot for the purpose of ascertaining compliance with the approved plans and specifications for such works and with any of the rules in the Design Guidelines;

3.5 Upkeep of Yard Areas

maintain and keep tidy the front, side and rear gardens of the Lot in accordance with the Design Guidelines and otherwise to the standard of a first class residential development as determined by the ~~Body Corporate Owners' Corporation~~;

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3.6 Nature Strip

maintain and keep tidy any nature strip adjoining the Lot;

3.7 Rubbish disposal

conceal all rubbish bins from public view except on the days and during the times designated for rubbish disposal;

3.8 General Appearance of Property

keep the Lot free of rubbish including without limitation by concealing rubbish bins from public view, and otherwise maintaining the Lot in accordance with the Design Guidelines;

3.9 Rectification of Non-Compliances

rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on the Member by the ~~Body Corporate Owners' Corporation~~;

3.10 Cease Construction on Demand

cease construction of works on a Lot if required by notice in writing served by the ~~Body Corporate Owners' Corporation~~ pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot; and

3.11 Enforcement Costs

pay all costs incurred by the ~~Body Corporate Owners' Corporation~~ in respect of the enforcement of the Rules or the Design Guidelines in respect of the Member's Lot.

4. AMENITY CONTROLS

Each ~~Member of the Body Corporate~~ must not do any of the following:

4.1 No Breach

breach any provisions of the Design Guidelines on a Lot or in the vicinity of a Lot;

4.2 Restrictions on Carparking

(a) Commercial vehicles

park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a

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carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;

(b) All vehicles

park or allow any vehicle to be parked on the front lawn of a Lot or the nature strip adjoining a Lot;

4.3 No Vehicle Repairs

carry out or cause to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs or restorations of commercial vehicles unless carried out at the rear of a ~~Residence on a Lot~~ in a location which is screened from public view;

4.4 No Signs

erect or display any sign, boarding or advertising of any description whatsoever on a Lot (including a "For Sale" sign) unless ~~the following applies:~~

~~4.4.1a Residence has been completed on that Lot;~~

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~~4.4.2 the consent in writing of the Developer has been obtained; and~~

~~4.4.3 the consent in writing of the Body Corporate Owners' Corporation has first been obtained;~~

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4.5 Fencing

4.5.1 alter or remove any fence without the ~~Body Corporate Owners' Corporation's~~ approval;

4.5.2 allow any fence to fall into a state of disrepair; ~~nor~~

~~4.5.3 claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot; nor~~

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~~4.5.4~~ 4.5.3 repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;

4.6 Dogs Kept on Leads

allow the Member's dog or dog of the Member's invitee to be other than on a lead in areas designated by the ~~Body Corporate Owners' Corporation~~ as areas in which dogs must be kept on leads;

4.7 No Fishing

fish or allow a Member's invitee to fish in the Lake or other water bodies in the Development;

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4.8 No Feeding of Birdlife

feed or allow a Member's invitee to feed birdlife in areas around the water bodies in the Development;

4.9 No Swimming

swim or allow a Member's invitee to swim in the Lake or other water bodies in the Development; and

4.10 No Motorised Watercraft

allow any motorised watercraft of the Member or Member's invitee (including motor boats, remote-controlled toy motor boats, and any other motorised watercraft) to be operated on the Lake or other water bodies in the Development.

5. ~~BODY CORPORATE OWNERS' CORPORATION~~ — PROVISION ~~OF~~ SERVICES AND LEVIES

Each Member ~~of the Body Corporate~~ agrees that:

5.1 the ~~Body Corporate Owners' Corporation~~ may provide the following services:

5.1.1 the operation of a security surveillance service;

5.1.2 if required by the relevant authorities (or agreed to by the ~~Body Corporate Owners' Corporation~~ with the relevant authorities), the maintenance, repair and improvement of the Lake at the cost of the ~~Body Corporate Owners' Corporation~~;

5.1.3 the repair and maintenance of such landscaping within the Plan of Subdivision as the ~~Body Corporate Owners' Corporation~~ is responsible for or as agreed to by the ~~Body Corporate Owners' Corporation~~ with relevant authorities ~~or the Developer~~; and

5.1.4 any other service or facility provided by the ~~Body Corporate Owners' Corporation~~ for the benefit of Members which is consistent with the stated objectives of these Rules;

5.2 the provision of such services by the ~~Body Corporate Owners' Corporation~~ will be paid for by all Members.

5.3 in the event that a Member fails to comply with the Builders' Site Refuse Guidelines or any notice served upon the Member by the ~~Body Corporate Owners' Corporation~~ in accordance with these Rules, the Members agree that:

5.3.1 the ~~Body Corporate Owners' Corporation~~ ~~is entitled to~~ may enter upon the Lot and clean up the Lot in accordance with the Builders' Site Refuse Guidelines;

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- 5.3.2 the ~~Body Corporate Owners' Corporation is entitled to may~~ recover the entire costs of cleaning up of the Lot from the Member who owns the Lot on the basis that such costs are an ~~body corporate Owners' Corporation~~ charge for which the Member solely benefits and is solely responsible for the payment of; and

~~5.4 the Developer is not liable for payment of any body corporate charges in respect of any Lots on the Plan of Subdivision, and any Lots owned by the Developer will not be levied with body corporate charges for the period of the Developer's ownership of the Lot. This is on the basis that any Lot in the ownership of the Developer is undeveloped and does not benefit from any services provided by the Body Corporate for so long as the Lot remains in the ownership of the Developer.~~

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6. NON-COMPLIANCE

- 6.1 If a Member has not complied with these Rules within 14 days generally, or within 7 days for breaches of Builders Site Refuse Guidelines only, after service of a notice by the ~~Body Corporate Owners' Corporation~~ specifying any non-compliance, the Member agrees that:
- 6.1.1 the Member must allow the ~~Owners' Corporation~~~~Body Corporate~~, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;
- 6.1.2 the Member must pay to the ~~Body Corporate Owners' Corporation~~ any charges levied against the Member in respect of the costs incurred by the ~~Body Corporate Owners' Corporation~~ relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;
- 6.1.3 the Member must accept a certificate signed by the Secretary of the ~~Body Corporate Owners' Corporation~~ as ~~prima facie conclusive~~ proof of the costs and expenses incurred by the ~~Body Corporate Owners' Corporation~~ relating to the Member's non-compliance with these Rules ~~in the absence of manifest error~~;
- 6.1.4 the Member must pay ~~the maximum rate permitted under Section 29 of the Owners Corporation Act 2006 as in force from time to time, or any replacement future enactment,~~ interest at the rate of ~~2%~~ below the rate prescribed under the Penalty Interests Rates Act 1983 on outstanding fees and charges set under 2021(1)(a) or (b) until they are paid;
- 6.1.5 any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the ~~Body Corporate Owners' Corporation~~ and then be applied in repayment of the principal sum; and

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6.1.6 any costs incurred by the ~~Body Corporate Owners' Corporation~~ relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.

6.2 If a Member has not complied with these Rules within 14 days after service of a notice from the ~~Body Corporate Owners' Corporation~~ pursuant to the preceding clause, or within 7 days for breaches of Builders Site Refuse Guidelines, the ~~Body Corporate Owners' Corporation~~ may take action in a Court of competent jurisdiction to compel the Member to comply with these Rules.

7. ~~RESTRICTIONS ON SALE [INTENTIONALLY DELETED]~~

~~Each member of the Body Corporate must not sell a Lot within twelve months of the Settlement Date without completing construction of a Residence on that Lot in accordance with this Code, unless the Body Corporate is reasonably satisfied that one of the following applies:~~

~~7.1 the Member purchased the Lot before 23 February 2001;~~

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~~7.2 the Member is selling that Lot to a relative of the Member. The term "relative" for the purposes of this clause means a "relative" as defined in the Duties Act 2000;~~

~~7.3 the Member is forced to sell that Lot for one of the following reasons:~~

~~7.3.1 the financial indebtedness of a Member or a relative of a Member;~~

~~7.3.2 the death of a Member or a relative of a Member; or~~

~~7.3.3 a Member is no longer able to live in the State of Victoria;~~

~~7.4 the Member is a registered builder who is selling a house and land package before or during construction of a Residence;~~

~~7.5 the proceeds of sale of the Lot will be applied towards the purchase of another lot on a plan of subdivision within the Development; or~~

~~7.6 any other reason accepted by the Body Corporate;~~

~~provided always that the Member has supplied a written statement to the Body Corporate or its manager fully stating the circumstances and that the Body Corporate has confirmed in writing that it is reasonably satisfied as to the contents of that statement before any sale proceeds.~~

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SCHEDULE 1
BUILDERS' SITE REFUSE GUIDELINES

1. All Members have an obligation to keep the whole of the Development tidy.
2. The litter refuse system must adhere to good practice for the recycling of refuse materials and be coordinated with the refuse disposal arrangements adopted from time to time by the local municipal council.
3. It is a Member's responsibility during the construction phase of a Residence on a Lot to inform the builder of the contents of these Builders' Site Refuse Guidelines.
4. All building materials and fittings must be stored within the property boundaries of a Lot at all material times and no building materials are permitted to be stored on the nature strip of a Lot.
5. Builders must ensure that fencing is provided around the entire perimeter of the lot from commencement, and for the duration of, building works. The fence shall:
 - (a) be at a height of not less than 1.5m;
 - (b) be capable of preventing litter from being transported from a building site by wind; and
 - (c) have not more than one access opening fitted with gates, which is located to correspond with the vehicle crossing referable to the lot.
6. Builders must provide a lockable 2 metre square bin on a Lot for the storage of all site refuse generated by that Lot and keep all such site refuse within such bin.
7. A Member and its builder must comply with any litter notice issued by or on behalf of the ~~Body Corporate Owners' Corporation~~ specifying breaches of the Builders' Site Refuse Guidelines and rectify such breaches, failing which a Member and its builder will be exposed to prosecution by Kingston City Council under the Litter Control Act.

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SCHEDULE 2
DESIGN GUIDELINES

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