

## **NOTICE**

Tuesday, December 01, 2015

Dear Owner/Tenant

**RE: WILLSMERE – Wiltshire Drive, Kew Rules**

On behalf of your Committee of Management at Willsmere, Melbourne Inner City Management (MICM Property) have been requested to reinforce and remind all residents on the Rules for the Plan of Subdivision at Willsmere.

Over the past number years it's become apparent that residents have forgotten that all residential complexes the nature of Willsmere have a set of rules that need to be complied with to ensure that the complex operates in a uniform nature, and that the site is kept in an orderly, clean and peaceful state for all to enjoy.

Below are the rules for the plan of subdivision and **highlighted** are a number of very important rules that over the coming weeks will be monitored by on-site caretakers and your Owners Corporations Manager. During this period we will be issuing courtesy notices to rectify any breach of the rules and those issued will have 14 days to rectify. If the courtesy notice is not complied with further actions may occur which include a formal breach notice and/or the rectification by the Owners Corporation with associated costs being attributed to the owner of the lot.

A copy of the rules will also be uploaded to the Willsmere website and available on request from MICM, the Caretaker, and the office.

Your Owners Corporation Manager (Anthony Henry) or the Caretakers (Brian & Harry) can be contacted to discuss any questions relating to the rules of the complex. These may need additional clarification or definitions relating to this site.

You Owners Corporations Manager (Anthony Henry) is on-site every week (usually on Wednesday after 2pm) and he would be happy to meet with any owner or resident who has a particular concern.

We sincerely hope that all residents read the rules for the Plan of Subdivision and comply with its intent and requirements so everyone can enjoy this wonderful complex and its many aesthetically pleasing areas.

Kind regards,



**Anthony Henry**  
Senior Owners Corporation Manager  
PS326529P Willsmere

# **OWNERS CORPORATION NO. PS 326519P**

## ***SPECIAL RULES UNDER REGULATION 407 OF THE SUBDIVISION (OWNERS CORPORATION) REGULATIONS 1989.***

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At any and all places in these rules where it refers to the Owners Corporation it may also mean a Committee of Management or a Owners Corporation Manager that have been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the *Owners Corporation and in particular to set the terms and conditions referred to in any of the rules contained herein.*

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

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### **1. Interpretation/Definitions:**

"Act" means Subdivision Act 1988.

"Owners Corporation" means Owners Corporation No. PS 326519P.

"Building" means all and any buildings, structures or improvements comprised in the Development.

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

"Conservation Plan" means the Conservation Policy, Management and Maintenance Plan as required in Schedule A of the Historic Buildings Council Permit No. 1816.

"Development" means all the land and improvements comprised in Plan of Subdivision No. PS326519P and known as Willsmere.

"HBC" means the Historic Building Council of Victoria.

"Lot or Lots" means a Lot or Lots on the Plan of Subdivision.

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

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

"Plan of Subdivision" means Plan of Subdivision No. PS 326519P.

"Proprietor" means a Member of the Owners Corporation.

"Regulations" means the Subdivision (Owners Corporation) Regulations 1989.

### **2. Use:**

**A Member must not, and must ensure that the Occupier of a Member's lot does not -**

- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or occupants of lots or their families or visitors.
- (b) use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other Member or Occupier of any lot or the families or visitors of any such Member or Occupier.
- (c) use any of the common area recreational facilities such as the Meeting Room, Gym, Swimming & Wading Pools, Tennis Courts, Putting Green, Bowling Green etc for any purpose other than specified by the Owners Corporation and all such use shall be in a thoughtful manner and with due and proper care and in accordance with posted regulations.
- (d) use or occupy any lot or lots or any part thereof as a shop or other place for carrying on any trade or business.
- (e) use or occupy any lot or lots for a use or in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan of Subdivision.

### 3. Vehicles, Driveways, and Car Parking Areas:

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

- (a) drive or operate any motor vehicle on any internal road surface in excess of 15kph.
- (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Owners Corporation.
- (c) permit bicycling, roller blading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or common property unless in accordance with a specified recreation area.
- (d) use any car parking space otherwise than for the purpose of parking any motor vehicle or motor cycle or boat therein and then in such manner as may be fair and reasonable or permit any mechanical repairs, except of an emergency nature, be performed on any vehicle so parked.
- (e) park, either for short or long term time periods, any Occupier's vehicle in any carpark space, driveway, visitor parking areas and in all instances never in the carriageway outside the main entry on the south side of the property except in the space or spaces as delineated on title as belonging to each individual lot.
- (f) interfere with the operation, function or control of the electronic vehicular gates.
- (g) allow any visitor, invitee or non-resident to park in any area except in the Visitor's Car Park or in areas designated for Visitor's Parking along the roadway or carriageway on the south side of the property and then not for a period in excess of six (6) hours without the express permission of the Owners Corporation or its representative.
- (h) obstruct any easement giving access to any lots or to common property for any purpose other than the reasonable ingress to and egress from an Occupier's respective lot; or
- (i) wash any vehicle in any area except the designated "Car Wash" facility located in the north west corner of the development and restore said area to a neat and clean condition after use.
- (j) allow any build up or discharge of oil or any other fluids from any parked vehicle and must ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Owners Corporation.

### 4. Noise:

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

- (a) create upon the Members lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another lot or of any person lawfully using common property, in particular:
  - (i) not to hold or permit to be held any social gathering in his or her lot which is likely to cause any such noise as set out above; and
  - (ii) not permit any piano or other musical instrument to be practiced or played upon, or any avoidable noise to be made, in his or her lot between the hours of 10:00 p.m. and 8:00 a.m.; and
  - (iii) not to hold any social gathering or create any noise likely to be objected to in the common areas or on balconies, patios, or gardens between the hours of 11:00 p.m. and 8:00 a.m.; and

- (iv) not allow radios, radiograms, television sets, stereos, CD players or the like to cause any such noise as set out above.
- (b) annoy other Members or Occupiers with avoidable noise in a lot on any area of common property and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her lot and also such further steps as may be within his or her power to effect; and
- (c) allow guests to leave or Members or Occupiers to leave or return to a lot after 10:00 p.m. without making sure they do so in a quiet and orderly manner as to not cause an annoyance or disturbance to any other Members or Occupiers.

**5. Animals:**

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

- (a) keep any animal on a lot affected by the Owners Corporation or the common property after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance.
- (b) exercise any animals on common property or allow any animal to roam freely on common property.
- (c) fail to clean up after any animal debris or make good damage to any common property.

**6. Signage:**

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

- (a) display any placard advertisement or sign for any reason or purpose whatsoever without the prior written consent of the Owners Corporation.

**7. Balconies, Patios, Garden Areas and Any Exterior Building Surfaces and External Appearance:**

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

- (a) hang clothes, store bicycles or other articles on the balconies, exteriors of the units/apartments or on any other common area or property except in specific areas if any designated for that purpose by the Owners Corporation.
- (b) store or keep on the common property or any part thereof any materials or goods including bicycles and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Owners Corporation.
- (c) install any flywire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so from the Owners Corporation and provided that said permission complies with the standards established by the Owners Corporation.
- (d) keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot or interfere with the use and enjoyment of their lots by the Occupiers of those lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other lots.
- (e) construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony without having first obtained the written consent of the Owners Corporation and building regulations or planning laws.

## 8. Common Facilities:

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

- (a) breach any rules & regulations pertaining to each common facility and not remove any item, equipment or other such things that are and shall remain the property of the Owners Corporation from any facility for any reason whatsoever.
- (b) access or use the tennis court or meeting room without observing the scheduling requirements pertaining to each such facility.
- (c) invite more than 4 visitors per unit for use of any of the recreational facilities without having first obtained the consent of the Owners Corporation
- (d) abuse, obstruct or in any way cause any historic structure or feature including but not limited to the Privies, historic landscape features and historic walls for any purpose whatsoever except as intended and designated by the Owners Corporation and/or Historic Building Council and shall at all times use them with due and proper care to ensure their continued preservation.

## 9. Roof & Roof Spaces

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

- (a) access in any way or for any reason any roof space, including carport rooves, or go on to any roof for any purpose whatsoever except when accompanied by the designee of the Owners Corporation.
- (b) store any materials, goods or things of any nature whatsoever in any roof space.
- (c) notwithstanding the access restrictions stated herein, fail to accept full and sole responsibility for the maintenance, repair, upkeep and replacement of any items of plant or equipment such as a hot water service, gas or other meters servicing a particular unit that are located or situated within any roof space.

## 10. Rubbish:

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

- (a) deposit household rubbish and recyclables in any other receptacle or in any other part of the common property except inside the bins that are allocated for each unit and located in the bin enclosures adjacent to the carpark spaces in the perimeter of the common property.
- (b) deposit any items or articles of rubbish including but not limited to garden refuse and any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation or the Council as approved by the Owners Corporation as separate collection receptacles for items of this nature.

## 11. Damage & Repairs:

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

- (a) damage, deface, or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Owners Corporation property located on, in or attached to the common property, **PROVIDED FURTHER** that if the Owners Corporation expends money to make good damage caused by any Member or tenants, guests, servants, employees, agents, children, invitees or licensees of the Member of any of the lots, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the lot at the time when the damage occurred.

- (b) fail to properly inform the Owners Corporation within twenty-four (24) hours of any damage to property which may be subject of a claim against the Owners Corporation building and/or public liability insurance policy.
- (c) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for work being undertaken.
- (d) interfere with the operation, function or control of any of the common property fixtures, fittings or equipment, including but not limited to all, pedestrian entrances, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment.
- (e) commit, perform or cause any manner or any act on any lot or lots or on the common property so as to commit or cause any breach of any Act of Parliament or any regulation, permits, by-law or order made by any Municipal, Statutory, Government or other Authority authorised by law to make such regulation, by-law or order or issue such permits.
- (f) store any inflammable liquid or chemical on any lot or any part of the common property nor suffer to be done any act or thing whereby any policy of insurance on the buildings and other improvements in the parcel or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance.

## 12. Relocations, Deliveries, Tradesman:

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

- (a) give less than twenty-four (24) hours' notice to the Owners Corporation or its representative before any furniture, fittings or equipment may be moved in or out of any lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation PROVIDED THAT nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of Common Property or of property belonging to the Member or Occupier of any other lot.
- (b) damage, obstruct or interfere with the internal pathway/walkway system or any of the landscape areas or garden beds when moving or removing said furnishing.
- (c) use or authorise the use of any moving or removalist vehicles and/or tradespeople, deliveries of any nature and any subsequent equipment on the internal pathways without prior written consent from the Owners Corporation as to the appropriate paths to be employed in accessing each unit.
- (d) arrange for tradespersons (except in emergencies) or any nature or kind to perform works to be accomplished except during normal working hours, 8.00a.m. to 6.00p.m. and there shall be no work done by tradespeople on weekends or public holidays or without the supervision and at the sole responsibility of the member so arranging.
- (e) arrange for deliveries of any kind or nature unless the Member or designee is at or on the premises to accept and arrange for same at each Members sole cost and liability.

## 13. Behavior of Invitees

**A member must not, and must ensure that the Occupier of a Member's lot and all of their respective guests, visitors, and invitees of any kind and for any purpose whatsoever does not:**

- (a) behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using the common property.

- (b) fail to accept liability for and compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by any such Owner, Occupier or their invitees.
- (c) fail to inform and require compliance of all Owners Corporation Rules & Regulations on any Occupier (including any occupier subject of a lease or license agreement) guests, servants, employees, agents, children, invitees, licensees or persons coming upon the lot or the common property with the consent or approval (actual or implied) of such Owner or Occupier.
- (d) grant access to any and all visitors, invitees, tradespeople, delivery persons, service providers, and any non resident whomsoever, except in the case of an emergency, through the Security Entrance located in the main building on the south side of the property.

**OWNERS CORPORATION PLAN NO, 326519P  
SCHEDULE 3 (Contract of Sale) RULES – HISTORIC BUILDINGS COUNCIL**

**These following rules have been passed by the Owners Corporation in order to comply with permit No. 1816 issued by the Historic Building Council (the HBC) with respect to the land comprised in the Plan of Subdivision and to also ensure the preservation and maintenance of the common property and common areas of the historical Willsmere site being the whole of the land comprised in the Plan of Subdivision.**

**This rule and all of the rules in this Schedule 3 shall not be able or capable of being varied or amended in anyway whatsoever by the Owners Corporation or the committee save and except where the HBC has consented in writing to any such variation or amendment.**

The Owners Corporation does by this rule covenant with and undertaken to the HBC that it will NOT permit, consent to or allow any Member, except as provided or permitted by the said permit No.1816 issued by the HBC to:

- (a) make any alteration, additions, change or variation structural or otherwise to the exterior of any buildings, structure, patio, covered walkways, paths or other improvements situated within the Plan of Subdivision land and that such prohibition shall without limiting the generality of the foregoing extend to repainting all or any part of the exterior, adding window boxes, aerals, antennae, reception dishes, chimneys, flues, pipes, airconditioning equipment, roof lights, signs, lights, blinds, awnings climbing plants, barriers, attachments to window glass and doing any work, act or thing of any nature or description which requires the penetration of attachment to or removal of any part of the walls or roof of any building, structure or improvements, and
- (b) make any alteration, change or variation of any nature whatsoever structural or otherwise to the interior of any part of any building, structure or improvements situated on or within the Plan of Subdivision, including any cuboid steel plate tanks located within any part of the Plan of Subdivision, and
- (c) make any alterations, changes of variation of any nature or description to any part of the gardens comprised within the Plan of Subdivision including without limiting the generality of the foregoing, the removal of any existing plants or vegetation or parts thereof and the planting of any new plants, and
- (d) store or place within the patio areas, or covered walkways any goods or things save for a modest size outdoor furniture setting and a modest number of pot plants, so that they shall not be unsightly or cluttered in appearance.

UNLESS the HBC's prior written consent thereto has been obtained.

All Members hereby covenant with and undertake to the Owners Corporation that they will NOT do any of the act and things prohibited by these special Historic Building Council rules unless they have obtained the Owners Corporation's, the Committee's or the HBC's written approval and consent thereto.



The Owners Corporation and all Members shall at all times comply with the terms and conditions of the HBC permit No 1816 a copy of which has been provided to each Member and which is permanently available for inspection from the Owners Corporation, the Committee or from the Caretaker.

The Owners Corporation and the Members shall do all such acts and things and/or refrain from doing any acts or things that may be required to be done or refrained from being done in order to implement and/or carry out the Conservation Policy Management and Maintenance Plan (the Conservation Plan) which has been prepared and which will be in existence at the date of the passing of these rules with respect to the whole of the Willsmere site and in so far as it effects any part of the common property or common areas.

The Owners Corporation shall immediately commission an expert being a Conservation Architect (the Architect) who shall be approved by the director of the HBC to advise on the Conservation Plan and to assist in its implementation. The Architect shall be required by the Owners Corporation to devise the method and manner of implementing the Conservation Plan, the first stage of which shall be implemented and carried out within six months. The Owners Corporation shall at times work with and co-operate with the HBC in the implementation and carrying out of the Conservation Plan and shall always seek the HBC's prior approval to any changes or variations to the Conservation Plan.

Prior to the end of each calendar year from the date of the initial Conservation Plan, the Architect shall be requested by the Owners Corporation to update the Conservation Plan and to advise on that preservation and/or maintenance works are required or need to be carried out on the common areas for the following twelve months and such update plan shall cover, all designated structures on the HBC register and all land and soft landscape items (the yearly CP plan).

The Owners Corporation shall set aside a sum of not less than \$7,000.00 out of its fund to meet the costs of employing the Architect to prepare the yearly CP plan and to carry out whatever inspections may need to be done and employ such other experts as the Architect may decide need to be engaged in order to prepare the yearly CP plan. The aforesaid sum of \$7,000.00 shall be adjusted annually in accordance with the percentage movement in the Consumer Price Index for all groups Melbourne and the Owners Corporation shall if deems appropriate request the HBC to agree to a reduction in the sum. If the whole of said sum of \$7,000.00 is not required or used for the preparation of the yearly CP plan, then any excess shall be applied by the Owners Corporation towards the costs and expenses of implementing any recommendations under the yearly CP plan or plans.

Then in order to provide a source of funds to carry out and execute any recommendations under the Conservation Plan and including the works program of cyclical maintenance and replacement, a sinking fund shall and is hereby established (the sinking fund). Each member shall pay within 30 days of being requested to do so by the Owners Corporation an initial contribution of \$300per annum to the sinking fund. The Member contributions to the sinking fund shall be reviewed at such times as the Owners Corporation shall determine. All or any part of the sinking fund shall be reviewed at such times as the Owners Corporation shall determine. All or any part of the sinking fund shall be able to be used and applied for whatever purposes the Owners Corporation shall determine. No member shall be entitled to a refund of any monies paid into the sinking fund.

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

- (a) alter, change or interfere with the Library Archive Centre; or
- (b) do damage, interfere with, or destroy any part of the Library Archive Centre area or the documents stored therein; or
- (c) conduct themselves and their invitees in a manner inconsistent with normal library conduct ; or
- (d) remove any documents stores within the Library Archive Centre; or

- (e) gain access to the Library Archive Centre except:
- (i) by appointment with the Owners Corporation;
  - (ii) supervised by a duly qualified person whose services shall be paid for and provided by the persons seeking such view and examination;
  - (iii) subject to whatever conditions the Owners Corporation may determine to ensure that it is protected from any liability for any loss or injury that may occur from such view or examination.
- (f) obstruct or interfere with the tours of the grounds or the public's access to the Library Archive Centre or any of the other areas of the common property requested or required to be opened for viewing and agreed upon between the Owners Corporation and the Historic Building Council, providing that:
- (i) the HBC be entitled to a maximum of two guided tours per year but the Owners Corporation may conduct more than two as it shall deem appropriate; and
  - (ii) the Owners Corporation will organise, employ the services of such tour operators or other persons it shall deem necessary, bear the costs and shall be entitled to charge such fee as it shall deem fair and reasonable to each Member of the public attending such tour; and
  - (iii) tours shall be only of common areas agreed between the HBC and the Owners Corporation and shall always include:
    - the Library Archive Centre
    - the interior Bluestone Dungeons
    - the interior of the most intact Privy
    - the interior of the Fever Tents