

DRAFT BODY CORPORATE OPERATIONAL RULES

1. DEFINITIONS

- (a) “**Accessory Unit**” means an accessory unit on the unit plan.
- (b) “**Common Property**” means the common property comprised in the unit plan.
- (c) “**Owner**” has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.
- (d) “**Regulations**” means the Unit Title Regulations 2011.
- (e) “**Rules**” means the rules contained in the First Schedule to the Regulations, these rules, and amendments made to these rules from time to time.
- (f) “**Unit**” means a principal unit on the unit plan, and:
 - a. Unless the context requires otherwise, includes all Accessory Units attached to that unit;
 - b. In relation to any Owner or occupier, means the unit owned or occupied by that Owner or occupier.

1 Operational Rules

1.1 Restriction on Use: An Owner shall not:

1.1.1 Principal Units: Use or occupy a Unit for any purpose other than as a private residence, serviced apartment or office (for which the client interaction is primarily off site) or such other use as approved by the Committee, provided however that such use:

- i) does not materially affect the use of the Units as private residences or offices
- ii) does not make undue noise or emit noxious fumes or smells
- iii) is not illegal or a business of ill repute, and is otherwise permitted under all relevant local authority bylaws and regulations
- iv) otherwise complies with paragraph 3.2 herein

1.1.2 Accessory Units: Use or occupy any accessory unit for any purpose other than the purpose for which it was designed or constructed.

1.2 Illegal Purposes: An Owner shall not use any Unit or any part of the common property in such a manner that it may be illegal or harmful to the reputation of other Proprietors or which may interfere with the peaceful enjoyment by other proprietors and their families and visitors or the efficient management of the Development.

1.3 Obstruction of Common Property: An Owner shall not obstruct or use any part of the Common Property comprising an entrance or access way for any purpose other than for entering or leaving the Development.

1.4 Aerials: Except with the prior written consent of the Body Corporate an Owner shall not erect any exterior radio or television aerial. The Body Corporate may revoke or vary any consent previously given if it considers that the rights or interests of any Proprietor are adversely affected by any exterior aerial.

1.5 Detraction from the External Appearance:

- 1.5.1** An Owner shall not drape, display or hang any laundry, towels or clothing or other item in such a way as to be visible from the common property or roadway which may detract from the quality and tidy appearance of the unit development.
- 1.5.2** An Owner or occupier or tenant shall not alter the exterior of any unit nor shall they erect any fence or temporary structure building or shed on any Unit or part thereof without the written consent of the Body Corporate.
- 1.5.3** An Owner or occupier or tenant shall not alter the external paint colours of the unit outside those approved by the body corporate. The body corporate shall keep an approved colour schedule and units will be required to confirm to the schedule when the unit is next painted.
- 1.6 Contractors:** An Owner shall not, except in the case of an emergency,
- i) employ any person for the purpose of repairing or altering or making good any part of any Unit or any services to any Unit other than a person approved by the Committee and working under the supervision of the Committee, which may specify conditions under which the work shall be carried out. Nothing in this rule shall prevent an Owner from employing an interior decorator for the purpose of redecorating the interior of any Unit.
 - i) directly instruct any contractor or workers employed by the Body Corporate unless specifically authorised by the committee to do so.
- 1.7 Windows:** All windows shall be kept clean and if broken or cracked shall be promptly replaced by the Proprietor of the Unit (at the expense of the Proprietor or occupier) with new glass of the same quality and weight.
- 1.8 Window Coverings:** An Owner or occupier of a unit shall not erect external blinds or hang curtains and/or blinds visible from the outside of the unit unless those curtains have a neutral backing to present a uniform and orderly appearance when viewed from the outside of the unit development.
- 1.9 Proprietors not to Waste Water:** An Owner shall not waste water and shall ensure that all water taps in the Unit are properly turned off after use.
- 1.10 Use of Plumbing etc:** Toilets, sinks, dishwashers, and any other apparatus or equipment attached to the water supply or drains and all supply and waste pipes and drains, shall only be used for the purpose for which they were constructed. Any damage or loss caused or cost incurred by misuse or negligence shall be borne by the Proprietor of the Unit in which the damage, loss or misuse occurred.
- 1.11 Notice of Defects:** An Owner shall notify the Body Corporate immediately on becoming aware of any defect or damage to any part of the Development or any of its services. The Body Corporate may carry out such repairs as the Body Corporate considers necessary for the safety and preservation of the Development and shall be entitled to recover the costs of the repairs from an Owner if the act or neglect of that Proprietor necessitated the repairs.
- 1.12 Cleaning:** All units shall be kept cleaned and maintained in a manner appropriate to a quality residential accommodation and take all practical steps to prevent infestation by vermin and/or insects.
- 1.13 Rubbish:** An Owner on a unit shall not:
- 1.13.1:** Place any rubbish on any common area or in any part of his or her unit visible from the common property or roadway or in any place or way which form the amenities of the unit development, and other than in "wheelie" bins or other purpose built receptacle designed for the collection of household rubbish and recycling as approved by the body corporate.
 - 1.13.2:** Useless property: Deposit useless property on the common property. The cost of removing any rubbish or useless property from the common property shall be born by the proprietor responsible.

- 1.14 Animals:** An Owner shall not keep or allow any animal without prior consent of the committee of the body corporate who may or may not allow other animals and which consent may at any time be withdrawn. An Owner or occupier of any principal unit who has received such consent from the committee of the body corporate may keep small pets in that unit, provided:
- i) such animal or pet does not interfere with the quiet and reasonable enjoyment of the other proprietors or occupiers or create a nuisance, and
 - ii) the keeping of such an animal or pet does not breach any regulations of the territorial authority, or be a breach of any Act, and
 - iii) the proprietor or occupier notifies in writing the Body Corporate secretary of the existence of such animals or pet, and
 - iv) no animals shall be allowed to soil the common property or any other proprietor's units.
- 1.15 Fire Hazards:** An Owner shall not do or keep anything in the Unit or any part of the Development which may create a fire hazard, or which increases the cost of fire insurance on the Development, or which may contravene the fire regulations, or the requirements of any Authority.
- 1.16 Conduct and Noise:** An Owner shall not make any objectionable noise in the Development or on the Common Property nor interfere in any way with the peaceful enjoyment of other Proprietors or their employees, agents, invitees, licensees and tenants. In particular, an Owner, tenant or occupier shall ensure that the volume of revelry, musical instruments, radio or television receivers, stereo equipment or any other electronic device or medium shall not be operated in such a manner as to be audible in any other unit and shall immediately cease to operate the same between the hours of 11 pm and 7am if requested to do so by the site building manager, body corporate secretary or proprietor of any other unit. This restriction shall apply to all Principal and Accessory Units. The action of an Owner's tenant, invitee, occupier or agent shall be deemed to be the action of an Owner for the purpose of this clause.
- 1.17 Heavy Objects:** An Owner shall not, without the prior written consent of the Body Corporate, install, move into or remove from the Development or the Unit any object of such weight, nature or description as shall impose on any part of the Development any stress likely to damage, weaken or cause any structural defect. All damage done by installing, moving or removing any object shall be made good at the cost of the Proprietor who has caused the damage. At least 24 hours' notice in writing of the intention to move or remove any heavy object shall be given to the Committee, and the moving of the object shall only be done under the supervision of a responsible person approved by the Committee.
- 1.18 Security:** An Owner shall keep the Unit secure and all doors and windows locked and fastened whenever the Unit is unoccupied.
- 1.19 Leasing:** An Owner shall:
- 1.19.1 Notice of Rules:** Give a copy of these Rules (and any amendments) to any tenant or occupier of the Unit; and
 - 1.19.2 Notify Committee:** Notify the Committee of the names and telephone numbers of all tenants and occupiers of the Unit; and
- 1.20 Emergency Contact:** An Owner shall advise the Committee of the Proprietor's private address and telephone number or, if the Proprietor is a corporation, of the private address and telephone number of the secretary or some other responsible person employed by the Proprietor, and shall keep the Body Corporate promptly informed of any change in such address or telephone number.
- 1.21 Recovery of Funds Spent to Rectify Breach:** Where the Body Corporate expends money to make good any damage or loss caused by a breach of the Unit Titles Act 2010 or of these rules by any proprietor or occupier of a unit or the guests, servants, employees, agents, children, invitees, tenants or licensees of the proprietor or occupier of a unit or any of them, the committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the proprietor of the unit at the time when the breach occurred together with the Body Corporate's legal costs on a solicitor / client basis.

- 1.22 Fire Drills and Evacuation Procedures:** The Body Corporate may require Proprietors to perform fire drills, and observe all necessary and proper emergency evacuation procedures. Proprietors shall cooperate with the Body Corporate in observing and performing such procedures.
- 1.23 Special Rules for Common Property:** The Committee may make special rules relating to use and enjoyment of the Common Property. Such rules shall not be inconsistent with these Rules and shall not derogate from any lease or easement in respect of the Common Property granted by the Body Corporate in accordance with the Act.
- 1.24 Carparks:** An Owner of a Carpark shall:
- 1.24.1 Use:** use the Carpark only for the purpose of parking cars belonging to or used by the Proprietor; any such car/s is to be able to be operated at any time, should be fully registered and have a current warrant of Fitness.
 - 1.24.2 Position:** ensure that all cars parked by the Proprietor shall be parked completely within the marked lines of the Carpark;
 - 1.24.3 Spillage of Oil:** Not spill oil or any other harmful substance on any Carpark or any other part of the Development;
 - 1.24.4 Comply with Rules:** Comply with any reasonable rules, regulations and procedures made by the Body Corporate as to the marking and identification of cars used by any persons entitled to park cars in the Carparks, the procedures to be followed as to the driving and parking of cars in the Carparks, or as to any other matter which the Body Corporate may reasonably consider necessary for the control, safe use and enjoyment of the Carparks;
 - 1.24.5 Manoeuvring:** Ensure that the manoeuvring of motor vehicles in the Development is conducted in a safe and responsible manner so as not to cause undue interference to other Proprietors; and
 - 1.24.6 Maintenance:** No maintenance or repair work shall be carried out on any motor vehicle, boat, vehicle or apparatus in any such places or on the common property.
- 1.25 Removal of Obtrusive Objects:** The body corporate shall have the right to remove any motor vehicle parked, or any article stored on any part of the building in contravention of the rules and recover the costs of the removal and storage (if any) of such motor vehicle or article from the owner thereof and neither the body corporate nor any servant nor agent to the body corporate employed for such purpose shall be under any liability to any person for any damage resulting from the removal or subsequent storage) of any such motor vehicle or article.
- 1.26 Occupiers etc:** The duties and obligations imposed by these Rules on Proprietors shall be observed not only by Proprietors but also by the occupiers of the Units and the employees, agents, invitees, licensees and tenants of Proprietors and occupiers.
- 1.27 Breaches and Penalties:** Any person who fails to comply with any of these Rules or with any rules or regulations made under these Rules or with any lawful direction given by or on behalf of the Body Corporate shall be in breach of these Rules and must remedy that breach on becoming aware of it and in any event within seven days of receiving notice of it from the Body Corporate.
- 1.28 Signs:** An Owner shall not exhibit, paint, affix, display or put on any part of the outside of any units any "for sale" or real estate agents sign of hoarding (other than one per unit inside a window), trade business or professional or advertising sign or any notice or name board or banner or plate.
- 1.29 Expenses:** Where the Body Corporate expends money to make good any damage or loss caused by a breach of the Unit Titles Act 2010 or of these rules by any proprietor or occupier of a unit or the guests, servants, employees, agents, children, invitees, tenants or licensees of the proprietor or occupier of a unit or any of them, the committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the proprietor of the unit at the time when the breach occurred.

1.30 Garden Areas:

1.30.1 In a Principal or accessory unit: The garden areas in or on an Owner's unit and/or accessory unit shall be kept planted and maintained by the proprietor in the best possible standard to ensure a consistent and pleasing appearance from the street and from other units and the common property. An Owner shall not plant any variety of trees, shrubs or plants which would or would be likely to adversely affect the light or view of any unit.

1.30.2 Common Area: An Owner shall not cut, trim, prune or damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or use for his or her own purposes as a garden any portion of the common property except with the prior written consent of the Body Corporate.

1.31 Matters to be directed to the Secretary: All notifications and requests for consideration of any particular matter to be referred to the Committee or to the Body Corporate shall be directed in the first instance to the Secretary.

1.32 Contact Details: The proprietor of a unit shall advise the Body Corporate of the private address (if different from the unit) and telephone number of the proprietor or occupier or if the proprietor or occupier is a corporation then of the manager, secretary or other responsible person employed by the proprietor or occupier and shall keep the Body Corporate promptly informed of any change of such address or telephone number. The Body Corporate shall at all times keep such information confidential except as required by law.

1.33 Offensive Language or behaviour: An Owner or occupier of a unit or their families, guests and invitees shall not use language or behaviour in a manner reasonably likely to cause offence or embarrassment to any other proprietor.

1.34 Committee: The committee shall be entitled to approve expenditure outside the normal budgeted items, up to \$5000 in total within a financial year. The committee shall be able to make decisions or approve decisions by conference call or email rather than having to physically meet.