

## **BODY CORPORATE 431284**

### **SCHEDULE A**

#### **OPERATIONAL RULES**

**1. Interpretation of terms and rules binding on owners, occupiers, employees, agents, invitees, licensees and tenants**

- a) Terms defined in the Unit Titles Act 2010 (~~the Act~~) have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
- b) These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, licensees and tenants of all owners and occupiers of units in the unit title development.
- 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, licensees and tenants of all owners and occupiers of units in the unit title development unless the context otherwise requires.
- d) ~~Manager~~ and ~~Management Company~~ means the party with whom the Body Corporate has entered into a Body Corporate Management Agreement.
- e) ~~Caretaker~~ means the person employed by the management company to discharge duties scheduled in the Body Corporate Management Agreement.

**2. Interference and obstruction of common property**

An owner of a unit must not interfere with the reasonable use or enjoyment of the common property by other owners or obstruct any lawful use of the common property by other owners.

**3. Damage to common property**

An owner of a unit must not damage or deface the common property.

**4. Use of facilities, assets and improvements within the common property**

- a) An owner of a unit must not use any facilities contained within the common property, or any assets and improvements that form part of the common property, for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities, assets or improvements set by the body corporate from time to time.
- b) Any part of the common property that is used as an entrance or accessway to the unit title development and any easement area giving access to the unit title development shall not be used by any owner for any other purpose than for entering or leaving the unit title development.

**5. Use of principal unit**

- a) An owner of a unit shall not use or permit their principal unit to be used for any purpose which is illegal or may be injurious to the reputation of the units.
- b) An owner of a unit shall not use their unit or permit it to be used in such manner or for such purpose as to cause a nuisance or disturbance to any occupier of any unit (whether a proprietor or not) or the family of any such occupier.

**6. Vehicle parking**

- a) An owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the body corporate has designated it for vehicle parking or the body corporate has given prior written consent.
- b) The body corporate may remove a vehicle from the unit title development that the body corporate considers is parked in such a manner that is in breach of this rule 6, at the expense of the owner of the vehicle concerned and the body corporate shall not be liable for any resulting damage, loss or costs.

**7. Signs and notices**

- a) An owner of a unit must not erect, fix, place or paint any signs or notices of any kind on or to the common property or on or to any external part of a unit.
- b) Notwithstanding the foregoing, the original developer shall be entitled to erect signs advertising the units or any of them for sale without consent.

**8. Contractors**

An owner of a unit who carries out any repair, maintenance, additions, alterations or other such work on a unit must ensure that any contractors or other such persons employed by the owner cause minimum inconvenience to all other owners and ensure that such work is carried out in a proper workmanlike manner.

**9. Rubbish and pest control**

An owner of a unit:

- a) must not leave rubbish or recycling material on the common property except in areas designated for rubbish collection by the body corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other owners;
- b) must dispose of rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure such disposal does not adversely affect the health, hygiene or comfort of other owners;
- c) must not burn any rubbish anywhere on the common property or in any unit; and
- d) shall keep the unit free of any vermin, pests, rodents and insects.

## 10. **Cleaning**

An owner of a unit must ensure the unit is kept clean at all times.

## 11. **Lawns and gardens on common property**

- a) All gardens are common property and by definition under section 5(1) of the Unit Titles Act 2010, common property includes areas of exclusive use bounded by screen fences for each villa.
- b) The exclusive area apportioned to each villa is available for the development and maintenance of gardens by, and at the discretion of the owner. Other common property gardens are developed and maintained by the caretaker with the proviso that gardens in non-exclusive areas between villas and the road may be developed and maintained by the proprietor in consultation with the caretaker. The caretaker maintains all lawns.
- c) The screen fences erected on or within the common property of the body corporate are acknowledged as having been put in place for the purpose of ensuring as far as is humanly possible the privacy in each case of the owner of the nearest adjacent units. The areas screened in are therefore designated in each case as an exclusive use area appurtenant to the particular adjacent unit.
- d) On the common property designated for exclusive use there should be no construction of any type fitted to fences visible from the road or above the fence line other than approved work.
- e) Fences in the areas of exclusive use may be extended with the approval of the management company and proprietors of adjacent villas to the same or similar design as those fences already in place to provide privacy or prevent pets straying. This is at the cost of the owner. Fences are not to be painted.

## 12. **Garden Sheds**

An owner installing a garden shed must ensure the following conditions in respect of the garden shed are met:

- a) Location . site to be approved by the management company as agent for the body corporate, prior to construction.
- b) The shed is not to be visible from the road.
- c) The shed is not to be higher than the present fence line.
- d) The shed is to be sited so as not to obstruct maintenance and window cleaning.
- e) The shed is to be of Aluminium Panel construction. (Can be coloursteel or Zinalume or Aluminium. Coloursteel colour is Wilderness Green.)
- f) The shed size is to be approx 1800mm x 1000mm.

## 13. **Washing**

An owner of a unit:

- a) shall not hang any clothes, washing, bedding, towels or other items outside a unit or outside any building contained in a unit, other than on any drying apparatus for which body corporate consent has been obtained in accordance with rule 13(a); and
- b) shall not hang any clothes, washing, bedding, towels or other items on the common property other than on parts of the common property designated by the body corporate as washing line areas.

**14. Noise, behaviour and conduct**

An owner shall not make or permit any noise or carry out or permit any conduct or behaviour, in any unit or on the common property, which is likely to interfere with the use and enjoyment of the unit title development by other owners.

**15. Pets**

- a) That keeping of domestic pets such as cats or dogs and/or birds shall be permitted subject always however to the overriding discretion of the committee of the Body Corporate to order the removal of such domestic pet if in unanimous opinion of the committee the pet is or has become a source of nuisance or annoyance to the other unit owners;
- b) Any owner of a unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in a unit, and may bring such a dog onto the common property.

**16. Notice of damage, defects, accidents or injury**

Upon becoming aware of any damage or defect in any part of the unit title development including its services, or any accident or injury to any person in the unit title development, an owner of a unit must immediately notify the body corporate. Any cost to repair any such damage or defect shall be paid by the owner that caused or permitted the damage or defect.

**17. Leasing a unit**

An owner of a unit:

- a) must provide a full copy of these rules and a full copy of all future amendments to these rules to any tenant or occupier of the unit and ensure that the tenant or occupier enters into a written agreement, including a provision that he will abide by the rules of the body corporate and terms of any management and service agreement;
- b) must provide the body corporate with written notice of the full name, landline phone number and cellphone number for the owner and for all tenants or occupants of the unit;
- c) must inform any tenant or occupier of the unit that the mode of service under the Act is by email, and the owner must provide the body corporate with written notice of the email address for service for the tenants or occupiers of the unit and the email address for service for the owner; and
- d) must promptly notify the body corporate in writing of any changes to the details in rules 22(b) and (c).

**18. Lifestyle village**

Each owner has purchased that owner's unit with the knowledge that that owner's unit is part of a lifestyle village and has covenanted that the occupier or occupiers of their unit shall be a person or persons aged fifty (50) years and above PROVIDED HOWEVER:

- a) in exceptional circumstances the owner may apply to the body corporate for an exception to the rule in respect of a permanent occupier but no such exception shall be granted without the consent of the Body Corporate Committee; and
- b) provision shall be made that in exceptional circumstances the owner will not without prior consent of the body corporate committee had and obtained on each occasion allow the unit to be occupied on a temporary basis by any person under fifty (50) years of age for any continual period in excess of two (2) weeks; and
- c) the term "exceptional circumstances" as provided in (a) shall be defined at the discretion of the body corporate committee.

**19. Expenditure Limits**

The Body Corporate Committee may not undertake any new expenditure exceeding \$2,000 without approval by at least eighty percent of votes at a general meeting of owners unless the expenditure is necessary to comply with legal obligations or undertake essential emergency repairs.

**20. Insurance Excess**

Each owner shall be liable for any excess costs resulting from any at fault claim in relation to his/her property.

**21. Maintenance**

- a) Exterior maintenance of principal units is the responsibility of the management company. No work affecting the exterior of villas should be undertaken without reference to the management company.
- b) Concerns related to any maintenance or services should, in the first instance, be addressed to the caretaker during normal working hours, weekdays 8.00am to 4.00pm. Unresolved matters should be referred to the manager in writing.

**22. Villa Left Unoccupied**

The Insurance Company requires notification for any period exceeding sixty (60) days that a villa may be unoccupied. Owners must notify the management company. For shorter periods, owners should advise an immediate neighbour or the caretaker.

**23. Mail**

The care of mail, pot plants, pets, etc. when away should be delegated to a family member or neighbour. This is not the responsibility of the caretaker.

24. **Security Doors**

All security doors are to have their locks changed to ensure they match the front door key to enable emergency services to gain entry. Owners are to ask the caretaker to arrange the changing of locks.

25. **Complaints Protocol**

Any owner who has a grievance concerning any other owner or situation should, in the first instance, confront that person or persons with a view to settling such grievance. Should a satisfactory outcome not be forthcoming, then the chairperson shall be approached and he will decide upon what action, if any, should be taken. Should the decision be made to take the matter to committee both parties may be requested to present their case before the committee for mediation. In any event, the complaints heard will only be on those matters that fall within the jurisdiction of the body corporate committee. Residents are discouraged from contacting the management company directly with complaints, and send complaints in writing to the management company at its nominated address, for matters associated with the village services.