

Operational Body Corporate Rules - 9-11 Walmer Road, Point Chevalier

(Unit Plan 553081)

1. Interpretation of terms. and rules binding on owners, occupiers, employees, agents, invitees, customers, 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. All of these rules are binding on the persons referred to in section 105(3) of the Act and the persons referred to in rule 1(h).
 - c. "Balcony" means all and each of the balconies as defined on Deposited Plan 553081 including any exclusive outdoor areas with the units.
 - d. "Operation and Maintenance Schedule" means the operation and maintenance schedule dated on or about 1 December 2020 held by the Body Corporate that refers to the separate operation and maintenance manual⁴ for the unit the development in Deposited Plan 553081.
 - e. "Vehicle Park" means accessory units 1P to 13P on Deposited Plan 553081 (inclusive) and any park on the common property designated as area for parking vehicles as determined by the Body Corporate from time to time.
 - f. "Storage Locker" means accessory units 1S to 11S (inclusive) 1A, 1C and 2A on Deposited Plan 553081.
 - g. "Outdoor Area" has the meaning given to that term in rule 8.
 - h. "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, licensees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.
2. Interference and obstruction of common property
An Owner of a unit must not:
 - a. interfere with the reasonable use or enjoyment of the common property by other
 - b. obstruct any lawful use of the common property by other Owners;
 - c. interfere with the lawful use of any part of the common property by any party pursuant to an easement or other registered interest;
 - d. make no alteration to the colour scheme or appearance of the exterior of the unit without first obtaining the consent in writing of the Body Corporate, such consent to be given (or withheld) at the absolute discretion of the Body Corporate;
 - e. restrict any light or air in any unit or common property, or obstruct or cover any windows, skylights, lights or other means of illumination of any unit or common property; or
 - f. do or allow to be done anything that detracts from the amenity value of the common property,and the Body Corporate may remove and store at the Owner's risk and expense any item(s) left or placed by or on behalf of the Owner in or on the common property.

3. Damage to common property

An Owner of a unit must not:

- a. Damage or deface the common property; or
- b. Drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property of a size and weight that is likely to cause damage to the common property and any such damage caused or contributed to shall be paid for by the Owner responsible;
- c. Without limiting rule 3(b), drive operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property or any right of way of a weight exceeding 10 tonnes.

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 or which may have been permitted by the Body Corporate via a licence to occupy, lease or easement over the common property, and must comply with Any conditions of use for such facilities, assets or improvement 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. Special Rules for Common Property

The Body Corporate may make special rules relating to the common property and its use and enjoyment. These rules shall be complied with by all Owners. 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 nor any special right or privilege given by the Body Corporate pursuant to these rules.

6. Common Facilities

The common facilities are provided for the benefit of all Owners. All Owners shall respect the mutual right of other Owners to use the common facilities and to peacefully enjoy their unit and the common property. The following foundation rules shall apply (subject to amendment) to the following common facilities:

- a. Common outdoor area:
 - I. The common outdoor area may be used only between the hours of 7.00 am and 10.00 pm and not otherwise.
 - II. All children under 12 must be supervised at all times.
 - III. Where common property meets unit property for ground floor apartments, the ground floor apartment residents shall not place any items or furniture on the common property area, to ensure the aesthetic appearance of the garden for apartments overlooking the garden/lawn area is retained.

7. Vehicle.parking and Storage

- 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 to do so.
- b. An Owner must comply with all traffic notices or directions given by the Body Corporate from time to time, whether temporary or permanent.
- C. An Owner of a unit that is designated for use as a Vehicle Park must:
 - I. Only use the Vehicle Park for the purpose of parking vehicles;
 - II. Ensure the Vehicle Park is kept tidy and free of litter;
 - III. Not use the Vehicle Park or permit it to be used for storage;
 - IV. Ensure that any vehicle parked in the Vehicle Park is parked within the boundaries of the Vehicle Park;
 - V. Clearly mark any Vehicle Parks designated solely for use by employees or customers of the Owner;
 - VI. Not use the Vehicle Park for any vehicle maintenance or cause any fluids to stain or otherwise damage the floor; and
 - VII. Ensure that any vehicle parked in a Vehicle Park does not exceed 2500 kgs in weight.
- d. 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 7, 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.
- e. No Owner shall wash, clean, service or repair any vehicle on the common property or In their unit, except in areas (if any) specifically designated for those purposes and In accordance with any directions issued by the Body Corporate.
- f. An Owner of a unit that is designated as a Storage Locker must:
 - I. Not use the unit for illegal purposes;
 - II. Only use the unit for storage of usual household items;
 - III. Ensure that no dangerous, flammable or other items that may jeopardize the Body Corporates' compliance with its insurance Policy is stored in the unit;
 - IV. At all times comply with the Body Corporate rules and directions made by the Body Corporate from time to time with respect to the use of the unit.

8. Outdoor Areas

- a. All Owners of a unit that has an outdoor area ("Outdoor Area") must keep the Outdoor Area of that unit in a clean and tidy and shall only use the Outdoor Area for the use it was intended to, specifically:
 - I. An Owner must not allow any rubbish, unsightly objects or smells to be stored or located in or on the Outdoor Area;
 - II. Not use the Outdoor Area for illegal purposes or for storage;
 - III. Must keep the Outdoor Area free of any rubbish and/or weeds;
 - IV. Must maintain any garden in the Outdoor Area;
 - V. Must regularly clean any paved areas in the Outdoor Area;
 - VI. Must not install fencing along more than 60% of the outdoor boundary of any Unit which such fencing not to exceed 1.8 metres in height.
- b. The Body Corporate shall provide gardening and lawn maintenance to all Outdoor Areas in units PU1B, PU2B, PU3B PU3G and PU4G and shall levy same to those Owners on a pro-rata basis.

9. Aerials, satellite dishes and antennas

- a. An Owner of a unit must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of a unit or on or to common property without the prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.
- b. An Owner of a unit must not use or permit to be used any audio equipment or musical instrument likely to be heard or seen from outside the unit as to cause a nuisance or disturbance to any other Owners.

10. Signs and notices

- a. An Owner of a unit must not, without the prior written consent of the Body Corporate, erect, fix, place or paint any signs or notices of any kind on or to any part of the common property or on or to any external part of a unit or berm.
- b. An Owner of a unit must not display any goods or services on common property or any accessory unit or use the common property or any accessory unit for any business, promotional or commercial purpose without prior written consent of the Body Corporate.
- c. An Owner of a unit must not erect, fix, place or paint any signs or notices of any kind in accordance with clause 9(a) unless they first obtain the written consent of the Body Corporate.

11. Contractors

- a. 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.
- b. An Owner who carries out any repair, maintenance, addition, alteration or other such work on their unit must:

- I. Liaise with the Body Corporate or any manager appointed by them as to hours of work, storage of building materials and the removal of building materials from the unit title development; and
 - II. Ensure that all work is undertaken, and all areas are adequately screened for dust, noise and safety, in accordance with all applicable statutory and territorial authority requirements.
 - c. These rules shall be interpreted with reasonable latitude to enable an Owner who shall be in the course of permitted construction or development in their unit to carry out and complete such works, notwithstanding that they may temporarily interfere with the peaceful enjoyment of other units.
12. Rubbish and pet control An Owner of a unit:
- a. Must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property or any Vehicle Park or Outdoor Area 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.
13. Cleaning and replacing glass and **window** coverings
- a. An Owner of a unit must keep clean all glass contained in windows or doors of a unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.
 - b. An Owner of a unit must maintain in a neat, clean and proper state of repair all window coverings in the Owner's unit, and replace window coverings when reasonably required.
14. Lawns and gardens on common property
- a. An Owner of a unit must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or use any part of the common property as a garden for their own purposes.
15. Use of water and other services
- a. All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, waste master and dishwashers, must only be used for the purpose for which they were designed and constructed. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.
 - b. An Owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.
 - c. An Owner shall provide the Body Corporate or duly appointed manager of the unit title development with prompt notice of any accident to, or defect in, the water pipes, gas

pipes, electrical installations or fixtures of their unit and the Body Corporate shall have authority by its agents, or servants in the circumstances having regard to the urgency involved to enter into any unit to examine or make such repairs or renovations as they may deem necessary to ensure the safety and preservation of the unit title development (or any part thereof).

16. Washing

An Owner of a unit:

- a. Shall not hang any item, including but not limited to, clothes, laundry, towels or blankets over any balcony railing, or allow items to fall, or to be unsightly; 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 (if any), and such items may only be hung for a reasonable period.

17. Security and ventilation equipment and interference with services

- a. An Owner of a unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit.
- b. An Owner of a unit must not interfere with or attempt to control any part of the services installed in the unit title development provided that this will not prevent the Owner controlling a particular service which is designed to be controlled independently from within the Owner's unit.

18. Floor coverings

An Owner of a unit must ensure that all flooring in a unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the quiet enjoyment of others. Any new flooring installed must be equal to or quieter than the flooring installed during the initial construction.

19. Noise, behaviour and conduct

- a. An Owner of a unit 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/or enjoyment of the unit title development by other Owners.
- b. An Owner of a unit must not use a unit or permit a unit to be used in such a manner or for such purpose as to cause a nuisance or disturbance to any other Owners.
- c. The Body Corporate may exclude or evict from the common property any person who, in the opinion of the Body Corporate or its managers or security personnel, is under the influence of intoxicating liquor or drugs, or who willfully does any act in violation of these rules, or who is acting in a manner which is offensive or which is a nuisance to any Owner(s).

20. Animals and pets

- a. No pet or animal may be brought onto or kept in any unit or the common property other than in accordance with this rule 20.
- b. An Owner of a unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in their unit and may bring such a dog onto the common property without the consent of the Body Corporate, but must notify the Body Corporate if such a dog is being kept in a unit and must comply with rule 20(e).

- c. An Owner may apply to the Body Corporate to keep an animal or pet in their unit ("Application"). In making an Application, an Owner must supply to the Body Corporate:
 - I. A photograph and description of the animal or pet;
 - II. Information such as breed, age, vaccination and microchip details;
 - III. References from previous body corporates, landlords, building managers, neighbours or veterinarians; and
 - IV. Such other details as the Body Corporate may reasonably require.
- d. The Body Corporate will not unreasonably or arbitrarily withhold its consent to an Application where the proposed animal or pet is suitable for apartment living and the unit title development, but such consent:
 - I. Is deemed to be made subject to the conditions in rule 20(e), and any other conditions as may be imposed by the Body Corporate from time to time (acting reasonably) having regard to (inter alia) the nature of the animal or pet and the interests of other Owners; and
 - II. May be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet and that the Body Corporate may determine this in its sole discretion.
- e. An Owner of any animal or pet permitted to be kept in any unit under this rule 20 must:
 - I. Comply with all statutes, regulations and by-laws and the requirements of all relevant authorities relating to the treatment and keeping of the animal or pet, including the holding of all necessary permits and licences;
 - II. Keep the animal or pet in such a way as to ensure the unit and common property are kept sanitary and free of parasites;
 - III. Ensure that the animal or pet does not cause a nuisance or disturbance to any other Owners;
 - IV. Ensure that any part of a unit or the common property that is soiled or damaged by the animal or pet must promptly be cleaned or repaired at the cost of the Owner; and
 - V. Where the animal is a dog, keep the dog on a lead at all times when on the common property.
- f. Except in the case of rule 20(b), only the registered proprietor in occupation of a unit may make an Application under rule 20(c) and keep any pet or animal in their unit pursuant to any approval of the Body Corporate under rule 20(d), and use of the term "Owner" as defined in rule 1(i) shall be construed accordingly in this rule 20.
- g. Except in the case of rule 20(b), an Owner of a unit which is not a residential unit must not bring or keep any animal or pet in any unit or the common property.

21. Security

- a. The Body Corporate may restrict access to certain parts of the common property or any facilities or assets of the Body Corporate for security purposes and issue each Owner (or the relevant Owners, as the case may be) with a key, electronic security card, code or other device necessary to gain entry to the relevant part of the common property, assets or facilities. The Body Corporate will issue such number of keys, electronic security cards, codes or other devices as it considers reasonable. Additional keys,

electronic security cards, codes or other devices may be obtained by the relevant Owners on payment of a reasonable fee set by the Body Corporate from time to time.

- b. An Owner of a unit must:
 - I. Keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage;
 - II. Take all reasonable steps to ensure any electronic security cards, security keys or security codes to a unit or common property are not lost, destroyed or stolen or given to anyone other than a registered proprietor, occupier or tenant of the unit to which the security card, security key or security code relates;
 - III. Not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property;
 - IV. Notify the Body Corporate as soon as reasonably practicable if rules 21(b)(II) or 21(b)(III) are breached and pay all costs and expenses (including the cost of **changing** locks, as considered necessary by the Body Corporate), arising as a result, upon demand by the Body Corporate;
 - V. Notify the Body Corporate as soon as reasonably practicable in the event that their unit suffers from fire, theft or damage; and
 - VI. Where the unit is alarmed, ensure that the alarm is kept properly maintained to ensure that there are no false alarms and to ensure compliance with rule 19.
- c. ensure that every person over the age of twelve years who will be resident in the unit has their own security key and access tag to access the building;
- d. ensure that at least one key to the letterbox for the unit is issued to the tenant upon commencement of the tenancy.
- e. unit keys, access tags and mailbox keys are the property of the unit proprietor.
- f. An owner shall pay the Building Manager the fee posted on the noticeboard to unlock a unit door.
- g. The Building Manager shall be the sole supplier of access tags, gate remotes and unit keys and shall keep an up to date register for all issued items.

22. Moving and installing heavy objects

- a. An Owner of a unit must not, without the prior written consent of the Body Corporate, bring onto or through the common property or any unit, or erect, fix, place or install in any unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or common property, and any such damage caused or contributed to shall be paid for by the Owner responsible.
- b. An Owner must not bring on to any Balcony anything (including people) which would cause a load upon a Balcony that would exceed 200 kilograms per square metre.

23. Lifts

An Owner of a unit must comply at all times with any notice or instruction displayed in any lift in the unit title development. If any lift in the unit title development, is used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used and the Owner must comply with any reasonable restrictions the Body Corporate may impose as to when the lifts may be used in such manner.

24. Use of Unit

- a. An Owner of a unit must not use or permit any unit to be used for the purpose of prostitution.
- b. An Owner of a unit must comply with any land covenant registered against the supplementary record sheet or the title to their unit.
- c. An Owner of a unit must not use or permit a unit to be used for any purpose which is illegal, which may be injurious to the reputation of the unit title development, which may interfere with the peaceful enjoyment of another unit or which may interfere with the general management of the unit title development.
- d. An Owner of a unit must not permit the exterior of the unit to be painted or refurbished without the prior written consent of the Body Corporate.
- e. An Owner of a unit must not erect any fence, temporary structure or shed on any unit or part thereof without the prior written consent of the Body Corporate.
- f. An Owner of a residential unit must not hang or display in such a way as to be visible from the common property or roadway any articles which may detract from the quality and tidy appearance of the unit title development.
- g. An Owner of a residential unit, a Storage Locker or Vehicle Park must not hold any auction or garage sale from their unit without the prior written consent of the Body Corporate.
- h. All principal units in the unit title development must be used for residential purposes. A minimum tenancy term shall be no less than 90 days.

An Owner may only use an accessory unit for the purpose for which it has been designated.
- j. An Owner must not place any unsightly furniture or furnishings on any balconies.
- k. All Owners and the Body Corporate must comply with the Operation and Maintenance Schedule and all and every operation and maintenance manual that relates to the unit title development. The Operation and Maintenance Schedule is a guide only for the separate and relevant operation and maintenance schedules.

25. Delivery areas

- a. Any part of common property designated by the Body Corporate as an area for the receipt, delivery or other movement of goods, supplies, produce, merchandise, freight, or other articles, including but not limited to a loading dock or lift designed for goods only, (together called "delivery area"), must only be used:
 - I. By Owners of units or anyone permitted by an Owner;
 - II. For the purpose for which it was designed and constructed; and
 - III. During certain hours set by the Body Corporate from time to time.
- b. Any delivery area in a unit must only be used by the Owner of the unit or anyone permitted by the Owner, and must only be used for the purpose for which it was designed and constructed.
- c. An Owner of a unit that contains a delivery area must not move any goods, supplies, produce, merchandise, freight, or other articles in or out of the unit except through the delivery area.

26. Hazards, insurance and fire safety

- a. An Owner of a unit must not bring onto, use, store, or do, in a unit or any part of the common property anything that:
 - I. Increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development; or
 - II. Is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any relevant authority; or

III. Creates a hazard of any kind; or

IV. Affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.

- b. The Owner of unit PU31 must allow the Body Corporate reasonable access to the unit PU01 on an annual basis to access the service hatch to inspect the fire damper located within that unit.

27. Emergency evacuation drills and procedures

An Owner of a unit must co-operate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

28. Notice of damage, defect, accident 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 or the presence of any notifiable illness 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.

29. 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;
- b. Must provide the Body Corporate with written **notice of** the full name, landline phone number and mobile phone 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. Promptly notify **the Body Corporate in writing of any** changes to the details in rules 29(b) and (c).

30. Smoke-free environment

For the comfort, safety and health of all persons in or about the unit title development, the common property is intended to be a smoke-free environment under the Smoke-free Environments Act. Accordingly, an owner may not smoke or permit invitees to smoke in any unit, unit balcony or common area; "Smoking" includes, but is not limited to cigarettes, vaping, hookahs, pipes and other devices

31. Costs

Where any Owner breaches any Body Corporate rule or other obligation arising out of the Act or defaults on payment of any levy struck by the Body Corporate or on any other payment due to the Body Corporate then that Owner shall be liable to the Body Corporate for all costs, penalties, charges, interest, secretarial, administrative or other charges including solicitor-client costs which the Body Corporate incurs either as a direct or incidental consequence of the Owner's default, described in this rule ("Costs" and for the purposes of this rule, the registered Owner of a unit shall be liable for any breach of the type contemplated by this rule by any guest, licensee, tenant, or occupier of or to the unit. For the purposes of this rule, reference to "Owner"

includes all of these categories of persons. Where the Body Corporate has incurred Costs and an Owner or agent of an Owner makes any payment whatsoever to the Body Corporate, then notwithstanding any purported direction by that person for the application of such payment, the Body Corporate may in its sole discretion apply that payment towards any outstanding levy or any Costs.

82. Body Corporate Schemes

The Body Corporate may from time to time approve and settle any policy, condition or direction ("Scheme") relating to any use of the common property or any use of other assets and property of the Body Corporate. Any such Scheme shall be binding on all of the Owners and each Owner shall comply with all Schemes with respect to their use of the common property and other assets and property of the Body Corporate.