

Residential Model Operational Rules

BC209549 – 595 Laurie Southwick Parade, Gulf Harbour

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 (“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.

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 or 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 access way 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. 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 (including in front of garages, except for loading and unloading or car washing) unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent. After car washing an owner must ensure all dirt is hosed away. No tyre black is to be applied to tyres whilst on common property.
- b) Residents must not park in the visitor car parking at any time and any bona fide visitors of residents shall be permitted to park for not more than four days duration on a once only basis.

- c) No owner or visitor may park in a designated Handicapped car park unless displaying the appropriate permit.
- d) An Owner of a unit that has designated use of a vehicle park must:
 - i) Only use the vehicle park for the purpose of parking personal vehicles – no boats, trailers or trucks, camper vans, motor homes or recreational vehicles (RV'S) are permitted;
 - ii) Ensure the vehicle park is kept tidy and free of litter and engine oil;
 - 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; and
 - v) Ensure at no time shall an unregistered or un-roadworthy vehicle be left in this area.
- e) 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 5, 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.
- f) An owner must ensure that the garage door of the Unit is kept closed at all times except for the purposes of exit and entry or the loading and unloading of goods.

6. Aerials, satellite dishes and antennas

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.

7. Signs and notices

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 the common property or on or to any external part of a unit.

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 keep rubbish and recycling bins in the garage, except on the day of collection when they will be placed in front of the unit for collection. Such material is to be left in a way that does not interfere with the enjoyment of the common property by other Owners. Doing so may incur a cost for the removal of same by the Body Corporate.
- b) Must not leave rubbish or recycling bins or materials in the courtyard of the Unit.
- c) Must dispose of rubbish and recycling materials promptly, hygienically and tidily using properly secured rubbish and recycling bins and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- d) Must not burn any rubbish anywhere on the common property or in any unit; and
- e) Shall keep the unit free of any vermin, pests, rodents and insects.

10. Cleaning and garden maintenance

- a) An Owner of a unit must ensure the unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained.
- b) Courtyards are not to be used for storage. This includes the storage of rubbish bins and boats of any kind.
- c) Outdoor furniture and umbrellas are permitted if kept in good condition.
- d) Where courtyards are deemed by the Committee to be neglected the following process will be followed:
 - i) A letter of breach of rules be sent to the owner drawing attention to the neglect and giving 2 weeks to rectify and reminding the owner of the process of escalation
 - ii) If the owner fails to comply within 2 weeks, a default notice will be issued to the owner with administration charge.

11. Cleaning and replacing glass

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.

12. Lawns and gardens on common property

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.

13. Use of water 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, sink incinerators and dishwashers, must only be used for the purpose for which they were designed and constructed. If any Owner causes or permits any damages, 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.

14. Washing

An Owner of a unit shall not hang any clothes, washing, bedding, towels or other items outside or from a unit, **or** on or from any deck, balcony, courtyard **or** where it may be seen by the public or other Owners.

15. Security and ventilation equipment

An Owner of a unit shall comply at all times with the operating and maintenance instructions of any fire alarm or ventilation equipment in the unit.

16. Floor coverings

Except in kitchen, laundry, toilet, bathroom or garage areas of a unit, an Owner of a unit must ensure that all floor space 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 that could reasonably be expected by the Owner of another unit.

17. Noise, behaviour and conduct

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 enjoyment of the unit title development by other Owners (before 7.00am and after 11.00pm applies to a) to e) .

This specifically includes the following:

- a) The playing of any loud music, musical instrument, stereo, radio, television;
- b) Loud voices on balconies;
- c) Excessive use of machinery (excluding household appliances);
- e) Playing in the Carpark – Children are not permitted to play in the carpark area at any time due to safety concerns. This includes chasing, ball games, riding scooters, skateboards and bicycling other than in and out of the complex.
- f) An Owner of a unit shall not smoke and/or vape in common areas, balconies and courtyards.

18. Pets

- a) Pets that are on the approved list as at 29th February 2020 may remain but not be replaced.
- b) Cats will not be allowed in Marina Views
- c) Dogs must be on a hand held leash at all times whilst on common property.
- d) An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or the common property. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet.
- e) Notwithstanding rule 18(a) 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.
- f) The Owner of any animal or pet permitted under rule 18(a) or any dog permitted under rule 18(c) must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must be promptly cleaned or repaired at the cost of the Owner.

19. Security

- a) All units must be kept secure when the unit is not occupied with all reasonable precautions being taken to prevent fire, flooding and theft.
- b) Electronic security devices should be safeguarded to prevent access by unauthorised persons.
- c) Notwithstanding paragraph 19b, Postal Services, Rubbish, Recycling and Courier vehicles may be granted unrestricted access. All other vehicles are to be controlled by the owner requiring them, taking care to maintain the security of the access code.
- d) Heavy vehicles which may cause damage to the car park are not to be given access and the repair of any damage caused by such vehicles will be the responsibility of the owner.

20. Moving and installing heavy objects

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.

21. Hazards, insurance and fire safety

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:

- a) Increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development; **or**
- b) Is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any Territorial Authority; **or**
- c) Creates a hazard of any kind; **or**
- d) Affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.

22. Emergency evacuation drills and procedures

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

23. 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.

24. Leasing a unit

An Owner of a unit must:

- a) 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) Provide the Body Corporate with written notice of the full name, landline phone number and cell phone number for the Owner and for all tenants or occupants of the unit;
- c) 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 24(b) and (c).

25. Commercial Operations:

No owner will operate a commercial business from the Unit where it involves the visiting of customers or clients to that Unit, or fails to meet the conditions of the Insurance of the property and only then with the permission of the Body Corporate.

26. Garage Sales:

No owner will advertise or hold a garage sale in the Unit or on the common property without the written consent of the Body Corporate. Application must be made no less than one month prior.

27. Exterior of Units:

- a) An owner will ensure that any window coverings visible from the outside of the Unit are white or of a similarly neutral colour.
- b) An owner will not paint or alter the exterior of the Unit in any manner without the written permission of the Body Corporate.

- c) Any damage to the exterior of the Unit must be reported to the Body Corporate **immediately**.
- d) Artificial ivy or bamboo panels or trellis may be installed for privacy, up to the height of the fence railing, and must be maintained or replaced as required
- e) A small storage unit is allowed in the courtyards for storing gardening equipment, potting mix etc. and that the approved dimensions and approved colour are listed below:
 - i) Colour: Anthracite
 - ii) Capacity: Up to 270L
 - iii) Max External Dimensions: W 116.7cm x D 44.7cm x H 57cm
- f) Unit heat pump installation application must be submitted in writing to the Body Corporate Secretary complete with the documentation and assurances requested as detailed in the **conditions** below:
 - i) that plans and disclosure of materials being used shall be provided to the Body Corporate for prior approval;
 - ii) that the owners use qualified installers accredited to work with the chosen manufacturer's equipment;
 - iii) that all works shall comply with the relevant parts of EECA publication 'Good practice guide Heat pump installation' May 2013 or subsequent editions current at the time of installation;
 - iv) that no structural element of the building shall be drilled or interfered with in any way without the express written permission of the Body Corporate and that penetrations of the cladding shall be minimised and designed and carried out to avoid any moisture penetration;
 - v) that on completion of the work the owners shall forward to the Body Corporate a copy of all code compliance certificates or consents;
 - vi) that on completion of the work the owner shall forward to the Body Corporate a written statement by the supplier/installer that the equipment has been installed in accordance with the application;
 - vii) that the installation shall not diminish the aesthetic of the complex and removal may be required if the Body Corporate deem it to do so;
 - viii) that the installation shall not result in noise generation which is deemed excessive and removal may be required if the Body Corporate deem it;
 - ix) that the installed equipment shall be serviced in accordance with the manufacturer's recommendation. Documentary proof shall be supplied to the Body Corporate if requested;
 - x) that the costs in all things, in any way resulting from this installation, are borne by the owners of the Unit; and
 - xi) that the Unit owner, regardless of changes in ownership of the unit, is responsible for all on-going maintenance costs.
 - xii) Additional notes: An installation plan submitted from a qualified installer will expedite approval; standards and regulations applicable to a heat pump installation that must be complied with include the following: Building Code Clauses B1 Structure, E2 External moisture and G9 Electricity; AS/NZS 3000:2007 Electrical installations (known as the Australian/New Zealand Wiring Rules); and all outdoor elements are to be maintained free of rust with no visible damage.

28. Compliance with Rules

Owners and Occupants are responsible for ensuring visitors abide by these rules. Reasonable behaviour and rule compliance needs to be maintained at all times. The current rules of the body corporate are set out within this document. Any expenditure incurred due to non-compliance of the rules will be charged back directly to the Owner or Occupant of the unit

responsible. The Body Corporate's standard charge is \$100.00 plus GST to cover investigation and administration. The Body Corporate committee may vary or amend the standard charge from time to time. Any other direct costs will also be recovered