

Form 15
Notice of change to Body Corporate Operational Rules
Section 106, Unit Titles Act 2010

Unit Plan: **DP198078**

Body Corporate Number: **BC 198078**

Supplementary Record Sheet: **127A/484**

Notice

The Body Corporate gives notice that the Body Corporate Operational Rules are changed as specified in the schedule of amendments.

The changes have been made in accordance with an ordinary resolution at the Body Corporate general meeting held on **21st of November 2016**

The early adoption and modification are pursuant to a special resolution passed at the Annual General Meeting held on **21st of November 2016**

Schedule of amendments

A Proprietor or occupier of any unit shall not –

1. (a) **Illegal or Undesirable Use** - Use or permit the use of his unit for any purpose which may be illegal or injurious to the reputation of the units or of the proprietors or occupiers of the units or which may interfere with the peaceful enjoyment of another unit by the proprietor or occupier thereof which may interfere with the general management of the units;
- (b) **Use of Accessory Unit** - Use or permit the use of any accessory unit at any time comprised within the same stratum estate as his unit for any purpose other than the purpose for which the accessory unit is designed or constructed. Accessory units shall be kept tidy and free of all litter;
- (c) **Obstruction** – Except as provided otherwise in these Rules, obstruct or allow the obstruction of the pathways, drives, access ways, entrances or other parts of the common property or use or allow any of the same to be used for a purpose other than reasonable ingress and egress to and from the units;

- (d) **Hazards** - Permit anything to be done, or bring, or keep anything in his unit, which may create a fire hazard, or which may increase the fire insurance premium on his unit, or which may contravene the fire regulations, or the rules, regulations, ordinances or by-laws of any authority having jurisdiction over his unit or the services supplied to the units; nor permit any bonfire or incinerator to be ignited in or upon his unit, or the common property, or any part thereof unless in accordance with directions given by the Body Corporate;

 - (e) **Animals** - Keep any animal or pet in or around his unit without the prior approval in writing of the Body Corporate. Any proprietor or occupier who has received such consent may keep a pet, provided:
 - i) such animal or pet does not interfere with the quiet and reasonable enjoyment of the other owners or occupiers or create a nuisance.
 - ii) no animals or pets shall be allowed to soil the common property or any other proprietor's units.

Any animals or pets already in residence at the date that this rule comes into force are subject to rules i) and ii).

 - (f) **Aerials etc** - Erect or fix to his unit any radio or television aerial or antenna without the consent in writing of the Body Corporate which consent shall not be unreasonably or arbitrarily withheld **PROVIDED THAT** consent shall not be given unless the aerial or antennae is not visible from outside the unit. If the Body Corporate considers that the rights or interests of the proprietors of any unit are being adversely affected by any aerial or antenna, any consent previously given may be modified or withdrawn on 14 days written notice;

 - (g) **Alternations to Installations** - Effect any alteration to any gas, water or electrical installation and air extraction system in or serving his unit without the prior permission in writing of the Body Corporate.

 - (h) **External Paint colours** - 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
2. **Signs, Notices etc** - A proprietor or occupier of a unit shall not paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matters to or on the exterior of any unit or on any part of the common property, except as expressly authorised in writing by the Body Corporate or as provided by these Rules and in all cases to be erected and affixed in a secure and proper manner complying with local authority requirements and so as not to result in any deterioration in the structure or fabric of his unit **PROVIDED THAT** whilst the original proprietor remains a proprietor of any unit such proprietor's servants and/or agent may without consent of the Body Corporate paint, affix or display any signs, advertisements, notices, posters, placards or banners to or on any part of such unit for the purposes of offering for sale such unit.

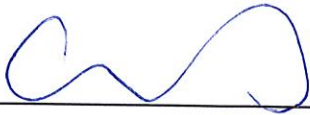
3. **Relation to Management** - All requests for consideration of any particular matter to be referred to the Committee or to the Body Corporate shall be directed to the Secretary and not the Chairman or any members of the Committee. A proprietor or occupier of a unit shall not directly instruct any contractor or workman employed by the Body Corporate unless so authorised.
4. **Maintenance of Units** - Each proprietor or occupier of a unit is responsible for the interior and exterior maintenance and decoration of his unit.
5. **Windows, Curtains and Balconies**
 - (a) All windows shall be kept clean and if broken or cracked shall be promptly replaced by the proprietor or occupier of the unit at his expense with fresh glass of the same or better quality and weight as that previously installed.
 - (b) No clothing or other articles shall be hung on the windows, balconies or on the outside of the units or windows thereof.
6. **Water** - A proprietor or occupier of a unit shall not waste water and shall ensure that all water taps in his unit are promptly turned off after use and do not leak.
7. **Blockage of Pipes, etc** - The toilets, wash basins, sinks, waste masters, dishwashers and any other apparatus or equipment attached to the water supply and drainage system, and all supply and waste pipes and drains, shall only be used for the purpose for which they were constructed or installed, and the responsibility for any damage or loss caused or cost of repair incurred or caused by misuse or negligence shall be borne by the proprietor of the unit in which the misuse or negligence occurred. No sweepings or rubbish or other unsuitable substance shall be deposited or disposed of in or through any such toilets, waste pipes and drains and the proprietor of the unit from which any blockage originates shall bear responsibility for the cost of clearance.
8. **Cleanliness of Removal of Rubbish**
 - (a) A proprietor shall ensure that the proprietor's unit is kept clean at all times and that rubbish is regularly collected or removed from the unit and not allowed to accumulate. A proprietor or occupier of the unit shall take all practicable steps to prevent infestation of such unit by vermin and/or insects.
 - (b) A proprietor or occupier of a unit shall not throw or allow to fall or permit or suffer to be thrown or fall any paper rubbish, refuse, cigarette butts or other substances or liquids whatsoever, out of or from the windows, doors, balconies, or the roof of any unit. Any damage or costs for cleaning or repairs caused by breach thereof shall be borne by the proprietor or occupier of the unit concerned.
9. **Noise** - A proprietor or occupier of a unit, or his servants, agents, tenants and Invitees shall not make or permit any objectionable noises in such unit or upon common property or interfere in any way with the peaceful enjoyment of other proprietors or occupiers of units or those having business with them or of any person lawfully using the common property and all musical instruments, radios, stereo equipment, television sets and the like shall be controlled so that the sound arising therefrom shall

be reasonable and not cause annoyance to the other proprietors or occupiers of units. In particular, no proprietor or occupier of a unit shall hold or permit to be held any social gathering in his unit or on common property in which there shall occur any noise which interferes with the peace and quietness of any other proprietor or occupier of a unit, at any time of day or night. The volume of musical instruments, radio or television receivers and stereo equipment or any other electronic device or medium shall be kept at reasonable levels at all times and they shall not be operated in such a manner as to be audible in any other unit.

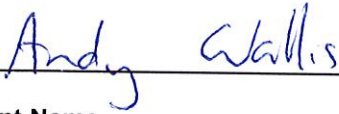
10. **Recovery of Funds Expended to Rectify Breach** - Where the Body Corporate expends money to make good any damage or loss caused by a breach of the Unit Titles Act 2010, or of these Rules by any proprietor or occupier of a unit or the guests, servants, employees, agents, invitees, tenants or licensees of the proprietor or occupier of a unit or any of them, the Body Corporate shall be entitled to recover the amount so expected 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.
11. **Leasing** - Where the unit is to be occupied by a person other than a proprietor then the proprietor shall prior to granting of any lease, tenancy or other right of occupation to such person do the following:
 - (a) Be satisfied that such person is respectable and responsible;
 - (b) Ensure that such person has received and perused a copy of the Rules of the Body Corporate;
 - (c) Notify in writing to the Body Corporate Manager (if any) or the Secretary the name of such person and the details of the proposed leasing tenancy or other right of occupation by that person.
12. **Emergency Contact** - A proprietor or occupier of a unit shall advise the Body Corporate of the private address 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.
13. **Committee Expenditure** - That the Committee be authorised to approve unbudgeted expenditure up to an agreed amount of \$2,000.00 without the need for a general meeting.

Date: _____

15/2/17



Signature of Body Corporate Chairperson



Print Name

Before me:



Signature of Committee Member as witness



Full Name of Witness

Address of Witness: Unit C, 37 Fields Parade

Note

Only amendments or additions to the body corporate operational rules that relate to those matters mentioned in section 106(1)(a) and (b) of the Unit Titles Act 2010 may be made. Any amendment or addition must comply with section 106(2) and (4) of that Act.