

1. INTERPRETATION

- (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) “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 such Units, unless the context otherwise requires.

2. RULES BINDING

These Rules are binding on all Owners and tenants of Units in the Unit Title Development.

3. INTERFERENCE AND OBSTRUCTION OF COMMON PROPERTY

An Owner of a Unit must not:

- (a) interfere with the reasonable use or enjoyment, or obstruct any lawful use of the Common Property by other Owners, or
- (b) restrict any light or air in or to any Unit or common property, or obstruct or cover any windows, sky lights, lights or other means of illumination of any Unit or Common Property.

4. 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/or 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.

5. USE OF FACILITIES, ASSETS AND IMPROVEMENTS WITHIN THE COMMON PROPERTY

An Owner of a Unit must not:

- (a) use any facilities contained within the Common Property or any assets or improvements that form part of the Common Property for any use other than the use for which they were designed and constructed and must comply with any conditions of use set for them by the Body Corporate from time to time.
- (b) use any part of the Common Property that is used as an entrance or access way to the Unit Title Development or any easement area giving access to the Unit Title Development for any other purpose than for entering or leaving the Unit Title Development.
- (c) erect any sign on any part of the Common Property with the prior approval of the Body Corporate.

6. VEHICLE PARKING

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 given prior written consent.

7. ACCESSORY UNITS

- (a) An owner of an Accessory Unit may only use it for the purpose of parking vehicles, the ingress and egress of vehicles and goods, and temporary storage of one shipping container for a maximum period of 28 days, except that shipping containers may be permanently stored on Accessory Units 1, 2, 7, 10, 12, 16, and 29. An Accessory Unit may not be used for the storage of crates, rubbish, derelict vehicles, timber, steel, and

other articles that detract from the appearance of the Body Corporate's property.

- (b) The Body Corporate may remove or arrange for the removal of any vehicles or other items from any Accessory Unit if it considers it detracts from the appearance of the Body Corporate's property, at the expense of the owner of the vehicles or other articles concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

8. SIGNS, NOTICES, ADVERTISING AND PROMOTION

An Owner of a Unit must not, without the prior written consent of the Body Corporate, which shall not be arbitrarily or unreasonably withheld, erect, fix, place or paint any signs or notices of any kind on or to any part of the Common Property.

9. 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 and workmanlike manner.

10. RUBBISH AND PEST CONTROL

An Owner of a Unit must:

- (a) not leave rubbish, recycling material, trade or other refuse or waste, dirt or other material on the Common Property.
- (b) dispose of rubbish and recycling material promptly, hygienically and tidily and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners.
- (c) not burn any rubbish anywhere on the Common Property or in any Unit; and
- (d) keep the Unit free of vermin, pests, rodents and insects.

11. CLEANING AND REPLACING GLASS

- (a) An Owner of a Unit must ensure the Unit is kept clean and tidy at all times; and
- (b) An Owner of a Unit must keep all external walls, and glass contained in walls, windows or doors of that Unit clean, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.

12. SECURITY AND VENTILATION EQUIPMENT

An Owner of a Unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air-conditioning and/or ventilation equipment in the Unit. If any gates in fences on the Common Property are equipped with locks, Owners and tenants will keep them locked when not in use.

13. NOISE, BEHAVIOUR AND CONDUCT

An Owner of a Unit shall not make or permit any noise or carry out or permit any conduct, activity or behaviour in any Unit or on the Common Property which is likely to interfere with the use or enjoyment of the Unit Title Development by other Owners.

14. PETS

- (a) An Owner of a Unit must not, without the permission of the Body Corporate, bring or keep any animal or pet in any Unit or on the Common Property. The Body Corporate can withdraw this approval if the animal or pet creates a nuisance to Owners and/or tenants.
- (b) Rule 14 (a) shall not apply in respect of a Guide, hearing or assistance dog on which the Owner relies.

- (c) Notwithstanding Rule 14(a) an Owner who uses a guard dog for the purposes of protecting the security of a Unit may, with the prior written consent of the Body Corporate, bring or keep such a dog in a Unit and bring such dog onto the Common Property for the sole purpose of gaining access to the Owner's Unit. Such consent may be revoked by written notice if the rights or interests of any other Owner are adversely affected by the guard dog.
- (d) The Owner of any dog permitted under Rules 14 (a), (b) and (c) must ensure that any part of a Unit or the Common Property that is soiled or damaged by the dog is promptly and adequately cleaned or repaired at the cost of that Owner, and that the dog does not create noise that disturbs the peace of other Owners.
- (e) In all cases dogs must be confined so that they cannot escape from the Unit to which they belong or from any Accessory Unit which belongs to that Unit.

15. SECURITY

An Owner of a Unit must keep the Unit locked and all doors and windows closed and securely fastened at all times when the Unit is not occupied (except that windows may be left ajar if equipped with security catches that prevent them from being opened further) and do all things reasonably necessary to protect the Unit from fire, theft or damage;

16. MOVING AND INSTALLING HEAVY OBJECTS

An Owner of a Unit must not, without the prior written consent of the Body Corporate, bring onto, through or over the Common Property or any Unit or erect, place, fix or install in any Unit, any object of such weight, size, nature or description that could cause damage, weakness, movement or structural harm or defect to any Unit or the Common Property and any such damage caused or contributed to shall be paid for by the Owner responsible. A limit of 25 tonnes applies to all parts of the Common Property.

17. HAZARDS, INSURANCE AND FIRE SAFETY

An Owner of a Unit may not bring onto, use, store or do in a Unit anything that creates a hazard unless:

- (a) The Prior written consent of the Body Corporate is obtained if the hazard is likely to cause an increase in the premium on any Body Corporate insurance policy for the Unit Title Development;
- (b) The Owner complies at all times with the Body Corporate insurance policy for the Unit Title Development, any enactment or rule of law relating to the fire insurance, dangerous goods or hazardous substances and any requirements of any territorial Authority; and
- (c) It does not affect the operation of fire safety devices and equipment or reduce the level of fire safety

18. 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; and
- (b) provide the Body Corporate with written notice of the full name, landline phone number, cell phone number, email address and address for service for the purposes of the Act for the Owner and for all tenants or occupants of the Unit and promptly notify the Body Corporate in writing of any changes to such details.
- (c) Inform any tenant or occupier of the Unit that the mode of service under the Act is by email.

19. SECRETARY AND ADMINISTRATION

The Body Corporate may by ordinary resolution appoint a Body Corporate Secretary to carry out the functions of the Chairperson and/or the Committee in the capacity of, and as the agent of, the Chairperson or Committee and to carry out all administrative functions of the Body Corporate not specifically made the responsibility of the Chairperson or Committee by the Act.

20. NOTIFICATIONS TO BE DIRECTED TO THE SECRETARY

Where a Secretary has been appointed, all notifications and requests for consideration of any particular matter to be referred to the Chairperson, Committee or to the Body Corporate shall be directed to the Secretary and not to the Chairperson, Committee or any member of the Committee. An Owner shall not directly instruct any contractors or workers employed by the Body Corporate unless expressly so authorised.

21. INSURANCE

In carrying out its obligations to insure pursuant to section 135 of the Act the Body Corporate shall apportion the premium(s) on the basis of the Ownership Interests of the Units affected by the Insurance Policy. In the event of a claim on the Body Corporate insurance, any excess shall be borne and paid for by the Owner(s) of the Unit(s) to which such claim relates and in proportion to the application of the insurance pay-out to such Units.

22. ROOF AND EXTERIOR WALL REPAIRS AND MAINTENANCE

Where roofs and/or exterior walls are not Common Property they may be treated as if they are Common Property and be repaired, maintained, and painted by the Body Corporate.

- (a) Where such repairs, maintenance, and painting affect or benefit some or all of the Units in proportion to their Ownership Interests, the costs of such repairs, maintenance and painting shall be apportioned to, and paid for by, the owners of the Units affected in proportion to their Ownership Interests.
- (b) Where such repairs, maintenance, and painting do not affect or benefit some or all of the Units in proportion to their Ownership Interests, then the costs of repairs and maintenance shall be apportioned to, and be paid for by, the Owners who are actually affected or benefit therefrom in proportion to the benefit to the benefit derived by such Units. The decision of a majority of the Owners to such apportionment shall be made fairly and in good faith and shall then be final.

23. PAINTING

An Owner, lessee or occupier of a Unit shall not paint the external portion of any Unit any colour or description without receiving the prior written consent of the Body Corporate to such colour or description, and the Body Corporate's consent shall not be given to any colour or description which may constitute a detraction in any way from the general appearance of the building/s.

24. COMPLIANCE WITH SALE OF LIQUOR ACT AND OTHER STATUTES

Where a business operating from a Unit is subject to the Sale of Liquor Act or to any other statute, regulation or enactment (together called 'Statute') the Unit Owner must ensure that the requirements of the Statute are complied with at all times and in all respects and must take all reasonable steps to ensure that the business operation does not interfere with the use and enjoyment of the Unit Title Development by other Owners.

25. WATER MAINS REPAIRS

Where repairs to water pipes are required because of the collapse of the tar-seal on the Common Property they will be carried out at the Body Corporate's cost unless they occur within 5 metres of the front of a building in which case they will be at the cost of the Unit in front of which they are sited. If the repairs required are caused by the deterioration of the pipes the repairs to the pipes, and the reinstatement of any tar-seal damaged during their repair, shall be at the cost of the Unit/s affected.