

# Body Corporate Operational Rules - Tattoo BC # 437512

## 1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, licences 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, customers, 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 titles 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:

- a. interfere with the reasonable use or enjoyment of the common property by other owners;
- b. obstruct any lawful use of the common property by the Owner; and
- c. restrict any light or air in 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 other than window coverings such as curtains or blinds used for the purpose of temperature or light regulation and privacy.

## 3. Damage to common property

An Owner of a unit must not:

- a. damage or deface the common property; and
- 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.

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

- a. An Owner of unit must not use any facility 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 or 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 / Loading Bay

- 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. An Owner of a unit that is designated for the 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; and
  - iv. Ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park.

- c. 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.

**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 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, notices, advertising and promotion**

An Owner of a unit must not, without the prior 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 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:

- a. They have prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld.
- b. 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, recycling material, trade refuse or waste, dirt or other 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 the 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 vermin, pests, rodents and insects.

**10. Cleaning and garden/courtyard maintenance**

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.

**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. Use of water services**

- a. All things required for the provision of water supply, drainage, wastewater and sewerage 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 damage, loss or costs to be incurred due to misuse or negligence that the Owner shall pay for such damage loss, or costs.
- b. An Owner or resident of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

## **13. Washing**

An Owner of a unit:

- a. shall not, without the prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld, erect or fix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) ("drying apparatus") outside a unit or outside any building contained in a unit, or on or to the exterior of a unit or on or to the exterior of any building contained in a unit;
- b. shall not hang any clothes, washing, bedding, towels or other items outside a unit or outside any building contained in a unit, other than by using a drying apparatus for which Body Corporate consent has been obtained in accordance with rule 13(a); and
- c. shall not hang out any clothes, washing, bedding, towels or other items on the common property except as expressly permitted designated by the Body Corporate as washing line areas and such items may only be hung for a reasonable period of time.

## **14. 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 or ventilation equipment of the unit.

## **15. Floor coverings**

Except in kitchen, laundry, toilet or bathroom 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.

## **16. 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 between the hours of 11pm and 7.00am or between other such hours that the Body Corporate may set from time to time.

## **17. Pets**

- a. 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, unless the animal or pet is a fish or small bird in which case it is permitted and no Body Corporate consent is required. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests or any other Owner are

adversely affected by any animal or pet, including a fish or small bird permitted under this rule.

- b. Notwithstanding rule 17(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.
- c. An Owner of any animal or pet permitted under rule 17(a) or any dog permitted under rule 17(b) must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.

### **18. Security**

An Owner of a unit must:

- a. 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;
- b. 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;
- c. not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and
- d. notify the Body Corporate as soon as reasonably practicable if rules 18(b) or 18(c) are breached.

### **19. 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.

### **20. Hazards, insurance and fire safety**

An Owner of a unit may only bring onto, use, store, or do, in a unit anything that creates a hazard if:

- 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 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 in the unit title development.

### **21. 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.

### **22. Notice of damage, defects, accidents or injury**

If an Owner or Resident becomes aware of any damage or defect in any part of the apartment building including its services, or any accident or injury to any person in the apartment building, 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.

### **23. 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 cell phone number for the Owner and for all tenants 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 23(b) and 23(c).