



Operational Rules Piermont Body Corporate 415099

24 September 2012

The Body Corporate Operational Rules are hereby added to and amended as follows:

- 1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, licencees 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, licencees 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, licencees 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 other Owners;
 - 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 common property.

- 3. Damage and obstruction to common property**
 - a) An Owner of a unit must not damage or deface the common property and if so the owner of the unit is liable for the rectification or repair of such damage or defacement.
 - b) An Owner of a unit must not install or place anything on the common property or any area providing access to the land.
 - c) The Body Corporate may remove anything installed or placed on the common property in breach of subclause 3(b) and recover the costs of removal from the Owner or other person who installed or placed such thing on 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 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. Use of Principal Unit**
 - a) A Owner shall not use or permit their unit to be used for any purpose other than for residential, accommodation, car parking or storage use with the exception of the units on the ground floor. Should any Owner or Occupier wish to use their unit for other uses, he or she shall obtain the written consent of the Body Corporate, provided always that the predominant use of such unit remains residential, accommodation, parking or storage. If consent is given, that consent may at any time be withdrawn, revoked or modified with or without the imposition of any conditions required by the Body Corporate.

- b) An Owner or Occupier shall not use nor permit the use of their unit for any purpose which may be illegal or injurious to the reputation of the units or any of them or the Owners or Occupiers or any of them.
- c) An Owner or Occupier of a unit must not use or permit the use of any unit for the provision of sexual services.
- d) An Owner or Occupier shall not permit any auction or garage sale or similar activity to be conducted on or to take place in a unit or on the Common Property in the Unit Titled Development.
- e) An Owner or Occupier shall not carry out any work which in any way alters the external appearance or decoration of the unit or the Common Property, or any other unit in the Unit Titled Development without the prior written consent of the Body Corporate.

6. 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 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 use as a vehicle park must:
 - i. Only use the vehicle park for the purpose of parking vehicles with the exception of car park Principal Unit 89 which may be used as a rubbish room.
 - ii. Ensure the vehicle park is kept tidy and free of litter.
 - iii. Ensure the vehicle park floor is kept clean of all spilt fluids. Should an owner's vehicle leak oil then the Body Corporate recommend the use of a drip tray under the vehicle to aid keeping the park clean at all times
 - iv. Not use the vehicle park or permit it to be used for storage unless an approved (by the Body Corporate) storage locker is used.
 - v. Ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park.
 - vi. Must clearly mark any vehicle parks designated solely for the use by employees or customers of the Owner.
- c) The Body Corporate may remove a vehicle or other stored items from the Unit Title Development that the Body Corporate considers is parked or stored in such a manner that is in breach of this rule 6, 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 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

- a) An Owner of a unit must not affix, paint or display any signs, name plate, lettering or other mark or device ("signs") to or on any part of the outside of the unit or on any part of the inside of the unit which is visible from the outside without the prior written consent of the Body Corporate.
- b) An Owner of a unit shall not erect any signs on the common property without the prior written consent of the Body Corporate.

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 workman like manner.

9. Rubbish and pest control

- a) An Owner of a unit: Must not leave rubbish or recycling 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 other Owners.
- b) Must dispose of domestic rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure these bags are placed in the designated rubbish collection area situated in the ground floor car park of the Building.
- c) The Owners shall in respect of empty bottles, boxes, used containers and similar items store items tidily and so far as possible out of sight and they shall be disposed of in the designated rubbish collection area situated in the ground floor car park.
- d) Shall not dispose any non-domestic waste which is likely to exceed a reasonable and fair usage of the waste facility, disposal of such waste shall be by transporting it to a commercial recycling or waste facility.
- e) Shall not dispose of any rubbish from external sources.
- f) Must not burn any rubbish anywhere on the common property or in any unit.
- g) Shall keep the unit free of any vermin, pests, rodents and insects.

10. Cleaning and garden maintenance

- a) An Owner shall not deposit anything or throw any dust or beat any mat or carpet on or in common property or obstruct the use or enjoyment by other Owners or the common property.
- b) An owner shall not throw or allow to fall or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substances or liquids whatsoever in the lifts, out of the windows or doors or down the staircases or off the balconies, or in the foyer, from the roof or in the common property. Any damage or costs for cleaning or repair caused by such breach shall be borne by the Owner.
- c) All units shall be kept clean and maintained in a manner appropriate to high quality residential and retail accommodation as the case may be.
- d) In respect to the ground floor retail/commercial units being units GA, GB and GC such retail/commercial units shall be exempt from common property cleaning charged.

11. Cleaning and replacing glass

- a) An Owner or occupier of a unit must keep clean all accessible glass contained in windows or doors of a unit, and replace any cracked or broken glass, windows or shutters as soon as possible with 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 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 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.

13. Washing

An Owner of a unit shall not hang any clothes, washing, bedding, towels or other items outside or from a unit, or outside or from any building contained within a unit, or on or from any deck or balcony or inside their units where it would be visible from the road.

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 and air conditioning or ventilation equipment in 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. Blinds/Curtains/Shutters/Awnings

An owner of a unit shall not install external shutters or awnings without the prior written consent of the Body Corporate as to colour and design.

a) An owner or occupier of a unit shall not hang curtains (visible from outside the unit) other than with neutral linings and ensure that only curtains are visible from the exterior of the building and that blinds, awnings and other coverings are inside the curtain and not visible from the exterior of the building. The Body Corporate shall ensure as far as practicable that the curtains or blinds used in all units present a uniform and orderly appearance when viewed from outside the units. The owner shall as often as the need arises (in the opinion of the Body Corporate) replace at the proprietors own costs any curtains or blinds in the 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.

18. Tenants

Owners have a responsibility to ensure that they manage their properties to ensure that tenants do not interfere with the use and enjoyment of the unit title development by other Owners or residents. The Body Corporate will follow a process when these rights are being interfered with by tenants and they are not being managed in an effective way by the landlord or owner:

- a) When the Body Corporate determines that there has been a breach of the rules they will give written notice of the breach to the landlord Owner and ask that the problem be resolved by serving a 14 day notice under the Residential Tenancies Act 1986.
- b) If the problem is not resolved the landlord Owner will be requested to action this matter through the Tenancy Tribunal pursuant to the Residential Tenancies Act 1986 by serving a 14 day notice and pursuing the remedies available under the Act.
- c) If the Body Corporate has served 3 such requests to the landlord owner within a 12 month period and the problem is still not resolved the Body Corporate may at its discretion apply a financial penalty of \$500 against the owner for breach of this rule.
- d) Any additional complaints within the 12 month period the Body Corporate may at its discretion apply an additional \$250.00 in addition to the previous immediate financial penalty imposed.

19. Pets

- a) An owner of a unit shall be entitled to keep one domestic cat per unit within the confines of their own unit without the prior consent of the Body Corporate provided that no other pets of any variety are entitled to be kept within the confines of an Owner's unit without the prior consent of the Body Corporate. It shall be the responsibility of the proprietor of the unit to ensure that any approved animal and its facilities shall be kept in a clean and tidy condition and that the keeping of such an animal shall not interfere with the enjoyment of the building by any other Owner of the units there in.
- b) Notwithstanding rule 19(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 dog permitted under rule 19(b) must ensure that any part of a unit or the common property that is soiled or damaged by the dog must promptly be cleaned or repaired at the cost of the Owner.

20. 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 common property.
- d) Notify the Body Corporate as soon as reasonably practicable if rules 18(b) or (c) are breached.

21. 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) Owners moving into or out of a Piermont Apartment will do so with minimal disruption to other residents and no damage to common areas and comply with the requirements of the Moving Procedure. In the case of damage the Owners are held responsible for the damage and any costs occurred in rectifying damage caused.

22. 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 to be used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

In respect to the ground floor retail/commercial units being units GA, GB and GC such retail/commercial units shall be exempt from lift service and maintenance charges.

23. 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.

24. 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.

25. 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.

26. 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, Property Manager and for all tenants or occupants of the unit, and promptly notify the Body Corporate in writing of any changes to such details.

If a leased apartment is smoke free then the balcony is also considered smoke free.

27. Smoking and Beverages

- a) All common areas including the car park are smoke free.
- b) All common areas including the car park are alcohol free; alcohol is not to be consumed in these areas nor are glasses or open bottles containing alcohol to be carried through these areas.

28. Bicycles

- a) Can be stored on the Body Corporate provided bike racks on the lower basement car park only.
- b) Are stored at the owners own risk the Body Corporate shall not be liable for any resulting damage, loss or costs.
- b) Are not to be taken up to apartments or stored on balconies